The City of

Boynton Beach

City Commission Agenda

Tuesday, May 16, 2017, 6:30 PM

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

Boynton Beach City Commission

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

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. Announce the Commission has scheduled a Public Input - Budget Workshop on:
Tuesday, May 30, 2017 @ 6:30 P.M. in the City Commission Chambers

B. City offices will be closed on Monday, May 29th in observance of Memorial Day.

C. Proclaim May 20-26, 2017, as National Safe Boating week and the start of the year-round effort to promote safe boating. Members of the U.S. Coast Guard Auxiliary - Flotilla 54 will accept the Proclamation from the Mayor.

D. Proclaim May 18th, 2017 as Haitian Flag Day.

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

F. Presentation of the annual Youth Volunteer Bank awards by members of the Education & Youth Advisory Board.

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: 2 Reg and 2 Alts

Library Bd: 2 Regs
Recreation & Parks Bd: 1 Alts
Planning & Development Bd. - 1 Reg
Senior Advisory Bd: 2 Alts

B. Authorize the Mayor to travel to Orlando for Florida League of Cities Legislative Policy Committee Meetings on the following dates:

Thursday and Friday, June 15-16, 2017
Friday, July 14, 2017;and
Thursday, August 17, 2017

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. Approve utilizing the City of Hollywood, FL Blanket Order No. B002967 awarded to Nalco Company with the same terms, conditions, specifications and pricing. This will be used to purchase anti-scalant (PC-1850T) for the removal of solids at the West Water Treatment Plant (WWTP). The annual expenditure is estimated at $38,000.

B. Award the bid for "Two Year Bid for Hydraulic Cylinders and Valves, Parts and Repairs", Bid #039-2516-17/IT to Construction Hydraulics of Lake Worth, Inc. of Lake Worth, FL for an estimated annual expenditure of $65,000.

C. Approve increasing purchase order #170065 to South Florida Emergency Vehicles from $20,000 to $50,000 as a sole source purchase.

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

E. Legal Expenses - April 2017 - Information at the request of the City Commission. No action required.

F. Approve the minutes from the Regular City Commission meeting held on May 2, 2017.

7. BIDS AND PURCHASES OVER $100,000

A. **PROPOSED RESOLUTION NO. R17-046** - Award Bid No. 018-2710-17JMA for Replacement of Packaged Rooftop HVAC Units at the Ezell Hester Community Center, and authorize the City Manager to sign a contract with Summa Mechanical Contractors LLC d/b/a SMC Air Conditioning (SMC) of Davie, FL as the lowest responsive, responsible bidder, in the total lump sum amount of $91,337 plus a 10% contingency of $9,133.70, for a total potential expense amount of $100,470.70.

B. **PROPOSED RESOLUTION NO. R17-047** - Award Bid No. 019-2821-17/TP to the low bidder, Bofam Construction Company, Inc. of Miami, FL, for the Construction of the NE 20th Avenue Stormwater Improvements, and authorize the City Manager to sign a contract, in the amount of $614,369.13 plus a 10% contingency of $61,436.91, for a total estimated amount of $675,806.04.

C. **PROPOSED RESOLUTION NO. R17-048** - Award to the lowest pre-qualified bidder, (based on RFQ # 057-2821-16/TP) Insituform Technologies, LLC., as determined by review of bids submitted on April 10, 2017, resulting from the responses to the Request for Bids for Cured-in-Place Pipe Lining, (Bid No. ITB 01-CIPP-17/TP) and authorize City Manager to sign contract in the amount of $138,190.30 for the duration of the project based on unit costs provided by Insituform Technologies, LLC. in their respective Bid.

D. **PROPOSED RESOLUTION NO. R17-049** - Authorize the City Manager to sign a three year

contract with ESRI of West Palm Beach, FL for a Small Government Enterprise License Agreement through a sole source with a total cost of $150,000.

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

A. Receive staff update on the group homes moratorium and corresponding zoning study.

12. NEW BUSINESS

A. **PROPOSED ORDINANCE NO. 17-012 - FIRST READING -** Approve the updated Chronic Nuisance Property Code.

B. **PROPOSED RESOLUTION NO. R17-050** - Authorize the Mayor to sign an Interlocal Agreement between the City of Boynton Beach and Boynton Beach Community Redevelopment Agency (CRA) for the CRA partial funding of the Director of Economic Development and Strategy for FY 16/17 for an amount not to exceed $23,795.

13. LEGAL

A. **PROPOSED RESOLUTION NO. R17-051** - Approve an extension of the temporary moratorium commenced under a "Notice of Intent" (NOI #2016-01) to study the need for modifications to the City's Land Development Regulations (LDR) related to the siting, placement, and design of wireless communication facilities (WCF) within rights-of-way, through September 6, 2017 to cover the period required to finalize the review of possible amendments to the land development regulations intended to implement currently pending legislation (SB 596/HB 687).

B. **PROPOSED ORDINANCE NO. 17-013 - FIRST READING** - Approve the Local Register historic designation application for the site of the Boynton School (the Children's Museum) located at 129 E. Ocean Avenue, Boynton Beach.

C. Direct staff to suspend enforcement of the City's Code of Ordinances, Chapter 17, Article II, Solicitors and Canvassers.

14. FUTURE AGENDA ITEMS

A. Monthly Departmental Presentations:

ITS/GIS - June, 2017
Public Works - July, 2017

B. July 5, 2017 Commission Meeting has been cancelled.

C. Budget workshops for the FY 17/18 budget are scheduled in the Library Program Room on the following dates and times:

Monday, July 17, 2017 @ 5:00 P.M.
Tuesday, July 18, 2017 @ 10:00 A.M.
Wednesday, July 19, 2017 @ 2:00 P.M.

D. Proposed Medical Cannabis Dispensary Ordinance - 6/20/17

E. Draft workforce housing ordinance for discussion - 6/20/17

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: 5/16/2017

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

Invocation

Pledge of Allegiance to the Flag led by Mayor Grant

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	3/14/2017 - 3:47 PM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/16/2017

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	3/14/2017 - 3:47 PM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/16/2017

REQUESTED ACTION BY COMMISSION:
Announce the Commission has scheduled a Public Input - Budget Workshop on:
Tuesday, May 30, 2017 @ 6:30 P.M. in the City Commission Chambers

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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:

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	5/4/2017 - 4:39 PM
Finance	Howard, Tim	Approved	5/4/2017 - 4:39 PM
City Manager	LaVerriere, Lori	Approved	5/5/2017 - 9:48 AM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/16/2017

REQUESTED ACTION BY COMMISSION: City offices will be closed on Monday, May 29th in observance of Memorial Day.

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Non-budgeted

ALTERNATIVES: There is no alternative as the day is designated as a holiday.

STRATEGIC PLAN: High Performing City Organization

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	5/12/2017 - 9:27 AM
Finance	Howard, Tim	Approved	5/12/2017 - 9:27 AM
City Manager	Howard, Tim	Approved	5/12/2017 - 9:27 AM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/16/2017

REQUESTED ACTION BY COMMISSION: Proclaim May 20-26, 2017, as National Safe Boating week and the start of the year-round effort to promote safe boating. Members of the U.S. Coast Guard Auxiliary - Flotilla 54 will accept the Proclamation from the Mayor.

EXPLANATION OF REQUEST: Recreational boating is fun enjoyable, and we are fortunate that we have sufficient resources to accommodate the wide variety of boating demands. However, our waterways can become crowded at times and be a place of chaos and confusion. Not knowing or obeying the Navigation Rules or the nautical "Rules of the Road," operating a boat while impaired, or not wearing a life jacket are all examples of human error or lack of proper judgment. Knowledge and skills are important in reducing human error and improving judgment. That is why it important to spread the messages of boating safety not only during National Safe Boating Week, but also throughout the entire year.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? No affect.

FISCAL IMPACT: None

ALTERNATIVES: Do not make Proclamation

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
	Proclamation	Proclamation

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Stanzione, Tammy	Approved	5/5/2017 - 9:43 AM
Finance	Howard, Tim	Approved	5/5/2017 - 1:51 PM
City Manager	LaVerriere, Lori	Approved	5/9/2017 - 7:21 PM

City of Boynton Beach

Proclamation

WHEREAS, on average, 650 people die each year in boating-related accidents in the U.S.; approximately three-fourths of these are fatalities caused by drowning; and

WHEREAS, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment, or environmental factors; and

WHEREAS, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and

WHEREAS, today's life jackets are more comfortable, more attractive, and more wearable than styles of years past.

NOW THEREFORE, I, Steven B. Grant, by the authority vested in me by the City of Boynton Beach, do hereby support the goals of the North American Safe Boating Campaign (Wear It!) and proclaim May 20-26, 2017 as

NATIONAL SAFE BOATING WEEK

and the start of the year-round effort to promote safe boating.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach, Florida, the 16th day of May, Two Thousand Seventeen.

_____
Steven B. Grant, Mayor

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/16/2017

REQUESTED ACTION BY COMMISSION: Proclaim May 18th, 2017 as Haitian Flag Day.

EXPLANATION OF REQUEST:
Haitian president Dumarsais Estime started the Flag Day celebration with parades, cultural and athletic events in many cities in Haiti in the 1930s, when he was minister of education under President Stenio Vincent. Estime wanted to commemorate annually the creation of the Haitian flag to encourage the development of patriotic sentiments among Haitian youth.

The nation has played major roles in many historic fights from freedom, including the American Revolution and the Civil War.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES: Not to proclaim May 18th, 2017 as Haitian Flag Day

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type	Description
Proclamation	Proclamation

REVIEWERS:

Department	Reviewer	Action	Date

City Clerk	Pyle, Judith	Approved	5/12/2017 - 1:16 PM
Finance	Stanzione, Tammy	Approved	5/12/2017 - 1:23 PM
City Manager	Stanzione, Tammy	Approved	5/12/2017 - 1:23 PM

City of Boynton Beach

Proclamation

WHEREAS, the growth and prosperity of the City of Boynton Beach is due in part to an ethnic diversity that includes a substantial and rapidly increasing Haitian population; and

WHEREAS, we recognize the valuable contribution of the Haitian people in the fight for the independence of the United States of America, especially in the battle of Savanah, and pay due tribute to their endowment; and

WHEREAS, the Haitian population in South Florida joins together during the Month of May to commemorate their "Flag Day" and celebrate their historical and cultural indemnity; and

WHEREAS, Haitian president Dumarsais Estime started the Flag Day celebration with parades, cultural and athletic events in many cities in Haiti in the 1930s, when he was minister of education under President Stenio Vincent. Estime wanted to commemorate annually the creation of the Haitian flag to encourage the development of patriotic sentiments among Haitian youth; and

WHEREAS, it is appropriate to promote awareness and understanding of cultural diversity in our society in order to strengthen the self-esteem of our multicultural community.

NOW THEREFORE, I, Steven B. Grant, Mayor of the City of Boynton Beach, Florida, do hereby proclaim the 18th day of May, Two Thousand Seventeen as:

HAITIAN FLAG DAY

And the month of May, 2017 as

HAITIAN HERITAGE MONTH

IN WITNESS WHEREOF, I have hereunto se my hand and caused the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach Florida, the 16th day of May, Two Thousand Seventeen.

_____
Steven B. Grant, Mayor

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/16/2017

REQUESTED ACTION BY COMMISSION: Presentation of the annual "Bob Borovy Student Citizen of the Year" award by members of the Education & Youth Advisory Board.

EXPLANATION OF REQUEST: The Bob Borovy Student Citizen of the Year Award was created in 2000 to recognize a graduating high school senior who best epitomizes the spirit of volunteerism and giving to the community as exemplified by the late Bob Borovy. A United States Veteran and former Advisory Board on Children and Youth member, Mr. Borovy was an active citizen of the Boynton Beach community for many years. The award recipient will receive $1,000 and have his/her name placed on a permanent plaque at City Hall.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? In order to apply, students must be graduating high school seniors who are residents of the City of Boynton Beach, submit three letters of recommendation, complete an essay and provide documentation of their volunteer work. The winner is chosen by a panel of judges, including last year's award recipient.

FISCAL IMPACT: Non-budgeted The award is sponsored by the Education and Youth Advisory Board and is funded through donations.

ALTERNATIVES: N/A

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date

Recreation & Parks	Majors, Wally	Approved	5/1/2017 - 11:33 AM
Finance	Howard, Tim	Approved	5/4/2017 - 4:38 PM
City Manager	LaVerriere, Lori	Approved	5/5/2017 - 9:47 AM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/16/2017

REQUESTED ACTION BY COMMISSION: Presentation of the annual Youth Volunteer Bank awards by members of the Education & Youth Advisory Board.

EXPLANATION OF REQUEST: The Youth Volunteer Bank was created in 1997 to promote youth volunteerism, community involvement and reward youth who participate. The program is a cooperative effort between the Recreation & Parks Department, Education & Youth Advisory Board, local businesses and schools and youth volunteers.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Since 1998, youth volunteers have recorded over 61,000 volunteer hours and the program has awarded over $22,750 in savings bonds and prizes

FISCAL IMPACT: Non-budgeted The awards are sponsored by the Education & Youth Advisory Board and the program is funded through donations.

ALTERNATIVES: N/A

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
Recreation & Parks	Majors, Wally	Approved	5/1/2017 - 11:34 AM
Finance	Howard, Tim	Approved	5/4/2017 - 4:37 PM
City Manager	LaVerriere, Lori	Approved	5/5/2017 - 9:48 AM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/16/2017

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: 2 Reg and 2 Alts
Library Bd: 2 Regs
Recreation & Parks Bd: 1 Alts
Planning & Development Bd. - 1 Reg
Senior Advisory Bd: 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	3/14/2017 - 3:47 PM

APPOINTMENTS AND APPLICANTS FOR MAY 16, 2017

Arts Commission

II	McCray	Alt	1 yr term to 12/17 Tabled (3)

Applicants

None

Building Board of Adjustments and Appeals

I	Katz	Reg	3 yr term to 12/17 Tabled (3)
II	McCray	Alt	1 yr term to 12/17 Tabled (3)
III	Romelus	Alt	1 yr term to 12/17 Tabled (3)
IV	Casello	Reg	3 yr term to 12/17 Tabled (3)

Applicants

None

Planning and Development Board

I	Katz	Reg	2 yr term to 12/18

Applicants

None

Recreation & Parks Board

II	McCray	Alt	1 yr term to 12/17 Tabled (2)

Applicants

None

Senior Advisory Board

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

Applicants

None

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/16/2017

REQUESTED ACTION BY COMMISSION:
Authorize the Mayor to travel to Orlando for Florida League of Cities Legislative Policy Committee Meetings on the following dates:

Thursday and Friday, June 15-16, 2017
Friday, July 14, 2017;and
Thursday, August 17, 2017

EXPLANATION OF REQUEST:
The Mayor was appointed as a member of the Growth Management & Economic Affairs Committee of the Florida League of Cities last year and has requested to be appointed to that committee again. The president-elect normally makes committee appointments and announcement on May 15. It has been normal that the president-elect goes with the members request, so it is anticipated the Mayor will be appointed to the committee again.

The Mayor has received a email with Legislative Policy Committee Meeting dates for June, July and August of 2017 that are scheduled in Orlando, FL. (Email attached)

Costs associated with these meetings would be hotel, travel, meal allowances.

Hotel is $149-$164 per night, for two nights, meetings are from 10:00am - 3:00pm
Estimated costs in addition to hotel would approximately $225 per trip

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

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

FISCAL IMPACT: Budgeted
Hotel/Travel costs estimated at $523 for the June meeting, July and August estimated costs $390/each.

Funds were included in the approved FY16/17($14,350) budget for commission travel under account 001-1110-511-40-12.

ALTERNATIVES: Do not authorize travel for the Mayor.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Attachment	Email FLC with Mtg Dates
Attachment	City Commission Travel Policy

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	5/11/2017 - 1:01 PM
Finance	Howard, Tim	Approved	5/11/2017 - 1:02 PM
City Manager	LaVerriere, Lori	Approved	5/11/2017 - 1:03 PM

Howard, Tim

From: Grant, Steven
Sent: Wednesday, May 10, 2017 3:41 PM
To: Woods, Sylvia; Howard, Tim
Subject: Fwd: FLC legislative policy committee meeting information

FYI

Steven B. Grant, Esq.
Mayor
City of Boynton Beach, Florida

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.

Steven Grant
Mayor
City Commission
City of Boynton Beach
100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435
561-742-6010
GrantS@bbfl.us | http://www.boynton-beach.org/

America's Gateway to the Gulfstream

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

-------- Original message --------
From: Mary Edenfield <medenfield@flcities.com>
Date: 5/10/17 11:36 AM (GMT-05:00)
To:
Cc: Mary Edenfield <medenfield@flcities.com>
Subject: FLC legislative policy committee meeting information

This email is to confirm that the League of Cities has successfully received your online sign-up for a 2017-2018 legislative policy committee. First Vice President Gil Ziffer will announce policy committee chairs, vice-chairs and members on May

15. Official letters will be individually mailed to the address provided on your sign-up form. Email notifications will be sent as a group to each full committee roster using the email address provided on the sign-up form.

Please begin making your travel arrangements for the June 15-16 and July 14 meetings. The League will provide lunch at the June 16 and July 14 meetings.

June 15-16, 2017
Hyatt Regency Orlando International Airport
9300 Jeff Fuqua Blvd, Orlando, FL 32827
June 15 meeting will be a post-session review at 4:30 pm followed by a reception at 6:00 pm
June 16 legislative policy committee meetings will be held from 10:00 am to 3:00 pm
Room Rate - $149/night
Cut-off date - May 26, 2017
Hotel Parking - parking is $12/overnight for self or $16/overnight for valet; $4/day for self or $7/day for valet
Phone: (407) 825-1234
Call hotel for reservations and ask for the Florida League of Cities block OR go online and register at this link: https://aws.passkey.com/go/flcjun2017

July 14, 2017
Hilton Orlando
6001 Destination Parkway, Orlando, FL 32819
Legislative policy committee meetings will be held from 10:00 am – 3:00 pm
Room Rate - $164/night + an OPTIONAL $25 resort fee
Cut-off date - June 13, 2017
Hotel Parking - parking is reduced to $10 for self
Phone: (407) 313-4300
Call hotel for reservations and ask for the Florida League of Cities block OR go online and register at this link: https://aws.passkey.com/go/LPCM17

August 17, 2017 (held during FLC 91st Annual Conference)
Orlando World Center Marriott
8701 World Center Drive, Orlando, FL 32821
Phone: (407) 239-4200

August 17 meeting times and hotel reservation information will be released at a later date. Legislative Conference will be held on December 7-8, 2017 at the Embassy Suite Orlando Lake Buena Vista South. The meeting schedule and hotel reservation information will be released at a later date.

Mary Edenfield
Legislative Coordinator
Florida League of Cities
PO Box 1757
301 S. Bronough Street, Suite 300
Tallahassee, FL 32302-1757
(850) 701-3624 or (800) 342-8112

Click HERE to download FLC's new legislative session mobile app.

RESOLUTION NO. R 07 - 150

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this 18 day of December, 2007.

CITY OF BOYNTON BEACH, FLORIDA

Mayor – Jerry Taylor

Vice Mayor – Jose Rodriguez

Commissioner – Ronald Weiland

Commissioner – Woodrow L. Hay

Commissioner – Marlene Ross

ATTEST:

Janet M. Prainito, CMC
City Clerk

(Corporate Seal)

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

City of Boynton Beach
City Commission
TRAVEL POLICY

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

A. Prior to Travel:

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

B. Registration:

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

C. Upon completion of Travel:

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

D. Travel Approvals:

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

E. Travel Restrictions:

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

City of Boynton Beach
City Commission
CONFERENCE & TRAVEL REQUEST

Date of Request: _____2008

City Commission Member Attending: _____

Conference Name: _____

Conference Location: _____

Conference Purpose: _____

_____

Account to Charge: _____

Dates of Travel & Attendance: _____ to _____2008

Cost of Conference: $ _____

Cost of Travel: $ _____

Cost of Lodging: $ _____

Cost of Car Rental: $ _____

Cost of Per Diem: $ _____

==========
TOTAL

Approved by Finance Director: _____ _____
Date

Approved by City Manager: _____ _____
Date

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

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

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/16/2017

REQUESTED ACTION BY COMMISSION:
Approve utilizing the City of Hollywood, FL Blanket Order No. B002967 awarded to Nalco Company with the same terms, conditions, specifications and pricing. This will be used to purchase anti-scalant (PC-1850T) for the removal of solids at the West Water Treatment Plant (WWTP). The annual expenditure is estimated at $38,000.

EXPLANATION OF REQUEST:

Term: March 11, 2017 - March 10, 2020

The City of Hollywood awarded a sole-source purchase (Blanket Order No. B002967) to Nalco Company (Nalco) for the purchase of anti-scalant chemical (PC-1850T). The term is for the period of March 11, 2017 to March 10, 2020. Boynton Beach Utilities would like to utilize this quote with the same terms, conditions, specifications and pricing.

Nalco has agreed to offer the City of Boynton Beach the same terms, conditions, specifications and pricing.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? In membrane treatment processes, as utilized at the West Water Treatment Plant (WTP), removal of solids from the raw water also results in deposition of those very solids on the membrane surfaces, resulting in ineffective membranes. Previously, the West WTP relied on sulfuric acid to perform this duty. Currently, the West WTP uses a combination of sulfuric acid and the Nalco antiscalant to reduce plating of the membranes. Utilizing this antiscalant has reduced sulfuric acid costs and ensured real time monitoring and control of the antiscalant. It also minimizes safety hazards by reducing the volume (sulfuric acid) stored on site due to lower usage.

FISCAL IMPACT: Budgeted
Funds are budgeted in account: 401-2811-536-52-35.

Previous fiscal years expenses:
FY 15/16 $38,200
FY 14/15 $44,000
FY 13/14 $44,500

ALTERNATIVES: Boynton Beach Utilities could issue its own bid or look for other contracts to utilize. However, this may lead to sulfuric acid substitution at a significantly higher cost.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Addendum	Piggyback Approval Letter
Addendum	Nalco Contract Backup

REVIEWERS:

Department	Reviewer	Action	Date
Utilities	Groff, Colin	Approved	4/26/2017 - 12:48 PM
Finance	Howard, Tim	Rejected	4/26/2017 - 12:50 PM
Utilities	Pigott, Bevis	Approved	4/27/2017 - 11:00 AM
Finance	Howard, Tim	Approved	5/5/2017 - 2:14 PM
Legal	Swanson, Lynn	Approved	5/9/2017 - 4:57 PM
City Manager	LaVerriere, Lori	Approved	5/9/2017 - 7:20 PM

NALCO Water
An Ecolab Company

April 26, 2017

City of Boynton Beach
Purchasing /Financial Services Department
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435
Attn: Ilyse Triestman, CPPO, CPPB, FCCN

Dear Ilyse,

This letter is to provide formal notification that Nalco Water, a Division of Ecolab, grants the City of Boynton Beach, FL to utilize the same pricing, terms and conditions as shown in the contract between Nalco Water and City of Hollywood, FL effective 03/11/17 thru 03/10/20, relative to the supply of reverse osmosis membrane antiscalant PC-1850T.

Nalco agrees to extend the same prices, terms and conditions of this Contract to the City of Boynton Beach at the price per lb (per page 10 of the Contract and formal offer from Nalco's Mr. Joe Frank) of $1.19/lb or $11.90/gal. FOB Destination in bulk quantities for the 3 year extension.

The term of the Agreement would be retroactive from March 11, 2017 thru March 10, 2020. Thank you for your attention and if you have questions regarding this issue, please contact myself at 630-305-2698.

Sincerely,

Jason P Fues
Sr. Operations Manager
Municipal Water Division
Nalco Water, An Ecolab Company

City of Hollywood, Florida

2600 HOLLYWOOD BLVD. · P.O. BOX 229045 · ZIP 33022-9045

DATE: **March 11, 2017**

RE: BLANKET ORDER #: **B002967**
PRODUCT/SERVICE: **Supply of Antiscalant**

Nalco Company V#29785
Attn: Lech Czerwinski
875 Concourse Parkway South, Ste 150
Maitland, FL 32751

Telephone Contact: 407-670-2741
Email: lczerwinski@nalco.com

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering into a Blanket Order with your Company based on one of the following:

☐	FORMAL BID #	
☐	INFORMAL BID #	DATED:
☐	RENEWAL OF FORMAL BID #	DATED:
☐	EXTENSION OF FORMAL BID/RFP#	DATED:
☒	WRITTEN QUOTATION #: **Joe Frank**	DATED: **1-31-17**
☐	VERBAL QUOTATION PER	DATED:
☐	STATE OF FLORIDA CONTRACT #	DATED:
☐	BROWARD COUNTY BID #	
☐	OTHER: NTSS-007-17	

The term of this order is **3/11/2017** through **3/10/2020** **Approved via R-2017-084**

The estimated annual dollar value is **$109,000.00**.

The obligations of the City of Hollywood under this order are subject to the availability of funds lawfully appropriated for its purpose by the City Commission and are subject to the terms and conditions contained on the Purchase Order form.

The City of Hollywood Departments will issue hard copy orders against this Blanket Order as your authorization to deliver. All invoices must reference each unique document number.

If you have any questions, please contact **Robert Lowery** at (954) 921-**3552**

RL

c: Public Utilities
Water Treatment Plant
Finance

CITY OF HOLLYWOOD
BLANKET PURCHASE ORDERS
03/11/17 - 03/10/20

BPO # B002967 DATE : 02/23/17 START DATE : 03/11/17 END DATE : 03/10/20 CONTRACT # : QUOTE BY JOE FRANK

LINE #	VENDOR	ADDR #	STOCK #	REF #	TYPE	TRANS # / ACCOUNT #	UOM	MIN QTY	MAX QTY / ACCOUNT NAME	UNIT PRICE	QTY USED / TAX CODE
HAZARDOUS											
1	29785	0		ANTI	N	303100018599	GA	00000001.0000	00009000.0000	11.90000	00000000.0000
	NALCO COMPANY			885/00		42.4011.00000.536.005233			Chemical Supplies		

BPO DESCRIPTION: SUPPLY OF ANTISCALANT
BPO DESCRIPTION:
BPO DESCRIPTION: MFG. NALCO COMPANY PRODUCT ID: PC-
BPO DESCRIPTION: 1850T
BPO DESCRIPTION:
BPO DESCRIPTION: AS PER SPECIFICATIONS ON QUOTE DTD
BPO DESCRIPTION: 1-31-17
BPO DESCRIPTION:
BPO DESCRIPTION: RESOLUTION# R-2017-084

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS
This purchase order form, and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT
Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS
The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of to Seller. Such grant must be in writing and made part of the order.

DEFAULT
In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold to Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION
Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order In whole or in part for default (a) if Seller fails to perform In accordance with any of the requirements of this order or (b) If Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed Items delivered and accepted by the Buyer. Seller, will be liable for excess costs of reprocurement.

F.O.B.
In those cases where F O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

TERMS
By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING
Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

TAX
The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials

RESPONSIBILITY
Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

ACCEPTANCE
Sellers acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES
Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION
All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES
Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHANGES
Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION
Sellers doing business with the Buyer 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 compensations, methods and training selection.

UNIFORM COMMERCIAL CODE
Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY
By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility

LIABILITY - COPYRIGHT/PATENT/TRADEMARK
Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION
Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

OCCUPATIONAL SAFETY AND HEALTH
Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE
All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

PUBLICITY
No endorsement by the City of the product and/or service will be used by Seller in an way, manner or form in product literature or advertising.

INSURANCE
The Seller of services must have secured and maintained the required amount of $1,000,000 general and $500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

PAB
2/14/2017

Notice of Intent to Award a Sole Source Procurement

Date: February 15, 2017 **NTSS-007-17**

Due Date for Comments: February 22, 2017

E-mail Address: rlowery@hollywoodfl.org

Fax Number: 954-921-3086

THIS IS NOT A COMPETITIVE BID

The proposed contract action is for product or services for which the City of Hollywood intends to negotiate and award with only one source under the authority of the City of Hollywood City Code Section 38.40 (C) (3) Sole-source supplies and services. Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement in the future. Responses will not be considered as proposals, bids, or quotes.

The Procurement Services Division has received a request to make the following sole-source procurement:

Requesting Department/Office: Public Utilities

Product and/or services to be purchased: Nalco PC-1850T Antiscalant.

Anticipated Cost: $109,000.00

Sole Source Justification: Nalco Company is the sole manufacturer of the Nalco PC-1850T.

Action To Be Taken:
No action is required if you agree this proposed purchase is a valid sole-source. If you do not agree that this proposed purchase is a sole-source, you may respond by submitting in writing their name, address, point-of-contact, telephone number, email, and a statement regarding capability to provide the specified procurement. Interested firms will be considered only if they respond with clear and convincing documentation that they are capable of meeting or exceeding the requirements stated herein. All responses received within five (5) business days after the date of publication of this synopsis will be reviewed by the City.

All responses must be in writing and returned to ATTN: Robert Lowery, by Email or Facsimile number 954-921-3086 prior to the "Due Date for Comments." Please do not submit a bid for this public posting.

Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

CITY OF HOLLYWOOD
PROCUREMENT SERVICES
DIVISION
2017 FEB 14 AM 9: 12

Sole Source Justification Form
(Use for Purchases(s) in excess of $5,000)

Per City of Hollywood Ordinance § 38.40 (C) (3) 'sole source' purchases are exempt from the competitive bid and competitive proposal requirements. *Sole-source supplies and services, such as unique, patented, or franchised supplies or services, are exempt if the Director of Procurement Services determines, after a good faith review of available sources, that a particular supply or service is available from only one source.*

Date 02/02/2017

Department/Office Public Utilities

Division/Area 4011

Contract Administrator Carlos Aguilera

Title Public Utilities Manager

Phone 954-967-4230

Email caguilera@hollywoodfl.org

---

1. Requested Vendor NALCO

Vendor Number 29785

Address 875 Concourse Parkway South Ste 150 Maitland, FL 32751

Contact Person Joe Frank

Title Corp Acct Mgr.

Phone 704-236-1889

Email jfrank@nalco.com

2. Product/Service being requested (be specific). Nalco PC-1850T Antiscalant for use in Potable Water RO Membrane Treatment ANSI/NSF Standard 60

3. Detailed description of the product/service function and purpose. Potable Water RO Membrane Antiscalant additive. After extensive pilot testing and water quality analysis at the Hollywood Water Treatment Plant Nalco has proven over the last 8 years to be the best option for City of Hollywood's raw water quality characteristics. The specific chemical make up for the Nalco PC-1850T has consistently shown longer operational runs between membrane cleaning which is directly related to less fouling or build up on the membrane surfaces. Due to the chemical makeup of this product, less build up on the membrane surfaces relates directly to reducing cleaning frequency and cleaning chemical cost. Also, the Nalco Company provides and maintains the water plants operations system to measure exact dosage in the water which no other company can provide. This system provides for optimal dosage and serves as an additional guarantee that 1. We are feeding Antiscalant and 2. Exactly how much Antiscalant we are feeding to within 1 mg/L. The ability to fine tune the dosage rate saves

Procurement Service Division use only

*Requisition # R*_____ *(As Applicable)* *Purchase Order # P*_____ *(As Applicable)* *Blanket Purchase Order # BPO* B002967 *(As Applicable)*

(Revised 9/2015)

Hollywood on chemical costs over time. The dosage measuring system is provided and maintained for all Hollywood membrane operations at no cost to the city as it is included in the cost of the antiscalant.

4. Please explain in detail why this vendor is the sole source supplier for the required product/service. Be sure to explain the necessary features this vendor provides which are not available from any other vendor.
There are no other providers of Nalco PC-1850T besides the Nalco Company as they are the manufacturer. In order to allow for competitors, the COH will need to require extensive pilot testing (at least 6 months to a year), the competitor(s) must have to provide an acceptable test membrane skid, set up and operate at our facility, tie into our raw water and concentrate discharge lines, collect data and have Hollywood and its governing regulatory agencies approve the test and water quality results before we can consider them as an option. They will also need to provide the same type of monitoring methods using fluoresce to measure exact dosage and replace the existing equipment without interruption of service

5. Please explain in detail what process the Department/Office took to verify that there are no other vendors or products/services available to perform the required function.
In 2008 and again in 2016 the City of Hollywood used and tested AWC Chemical products and others as a pilot test and the products failed to provide adequate protection for the membranes.

6. Please submit supporting documentation from the vendor or other sources certifying that this vendor is a sole source for the required product/service being requested. For example, the vendor holds the distribution rights, productions rights, copyrights, trademark and/or patent:

☒ Vendor holds the exclusive rights for the product/service.

☒ Vendor is the sole provider of the product/service that has unique characteristics essential to the needs which no other product is capable.

☒ Product is replacing existing product and necessary to maintain warranty or service contract.

☐ Product is replacing existing product and is not interchangeable with any other product.

7. Total cost of the requested product/service? $109,000.00

8. Total estimated annual (fiscal year) cost of requested product/service? $109,000.00

Account Number(s) 42.4011.00000.536.005233

9. Is this product/service covered by a warranty? ☐ Yes ☒ No

If yes, please attach a copy of the warranty details.

10. Would this purchase(s) result in the potential of future purchases for related products/services being restricted to a particular vendor or create a specific vendor as sole source provider for related items?

☐ Yes ☒ No

If yes, please describe the related products/services and estimated cost(s.)

11. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase?

☐ Yes ☒ No

Procurement Service Division use only

*Requisition # R*_____ *(As Applicable)* *Purchase Order # P*_____ *(As Applicable)* *Blanket Purchase Order # BPO* B002967 *(As Applicable)*

(Revised 9/2015)

If yes, please attach a draft maintenance plan which includes cost estimates and funding source(s.)

_____

12. Is this a grant related purchase? ☐ Yes ☒ No

If yes, please provide details (timeline, expiration dates, milestones, special procurement requirements, etc.) _____

Will this require matching funds? ☐ Yes ☐ No

What is the grant source? _____

What is the grant (dollar) amount? _____

13. Please complete an advanced search of the vendor recommended for award on the Federal Government's Systems for Award Management at www.sam.gov.

Date of Advanced Search _____

Company Name(s) Searched	Search Results
_____	_____
_____	_____
_____	_____
_____	_____

REQUESTING DEPARTMENT RECOMMENDATION

WARNING: Per Florida Statutes 838.22(2) – "It is unlawful for a public servant, with corrupt intent to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services.

I recommend that the competitive quoting/bidding process be waived and that the goods/services be purchased as a sole source.

_____ Contract Administrator Signature	2/2/17 Date
_____ Supervisor's Signature	02/02/17 Date
_____ Director's Signature (required over $15,000)	2/6/17 Date

Procurement Service Division use only

*Requisition # R*_____ *(As Applicable)* *Purchase Order # P*_____ *(As Applicable)* *Blanket Purchase Order # BPO* B002967 *(As Applicable)*

(Revised 9/2015)

APPROVAL (Procurement Service Division Use Only)			
Verified By:		Date	2/14/17
Approved By:		Date	2/23/2017

Procurement Service Division use only

*Requisition # R*_____ *(As Applicable)* *Purchase Order # P*_____ *(As Applicable)* *Blanket Purchase Order # BPO* B002967 *(As Applicable)*

(Revised 9/2015)

NALCO Water
An Ecolab Company

January 30, 2017

City of Hollywood
2600 Hollywood Boulevard, Room 303
Hollywood, FL 33020
Phone: 954-921-3552
Fax: 954-921-3086
Email: rlowery@hollywoodfl.org
Attn: Rob Lowery - Procurement Contracts Officer

Subject: Sole Source Representative of Nalco PermTreat® fluorescent-tagged membrane antiscalants PC-1850T

Dear Mr. Lowery:

This letter is to provide notification that Nalco Water is the sole source provider of Nalco PermTreat® fluorescent-tagged membrane antiscalant PC-1850T.

This letter also confirms that the antiscalant and control system called Nalco's 3D TRASAR® for RO SYSTEMS, also referred to as RO TRASAR, is only available from Nalco Water. 3D TRASAR is a patented process combining both chemical and monitoring components to monitor and control chemical addition. A properly implemented 3D TRASAR for RO System ensures that the dosage of the selected antiscalant is continually and correctly being delivered to the process. This is essential for keeping membranes free from scale. Nalco is the sole source provider of 3D TRASAR for RO system enabled scale inhibitor and monitoring/control systems.

If you have questions regarding this issue, please contact myself or your Nalco Water contact Joe Frank at 704-236-1889.

Sincerely,

Jason P Fues
Sr. Operations Manager
Municipal Water Division
Nalco Water, An Ecolab Company

NALCO Water
An Ecolab Company

1601 W. DIEHL ROAD
NAPERVILLE, IL 60563-1198

Mr. Robert Lowery

January 31st 2017

Procurement Contracts Officer
City of Hollywood
Department of Financial Services
Procurement Services Division
2600 Hollywood Blvd. Room 303
Hollywood FL
33020

Subject: Antiscalant Offer

Dear Robert:

Thank you for your continued interest in the Hollywood / Nalco Water partnership. As we've discussed, we are at the end of a contract period. Both the Hollywood plant and Nalco would like to extend or continue our partnership for another 3 year term. With that, Nalco Water would like to make the following offer.

- Nalco will maintain the price of the PC1850T antiscalant at $1.19/lb or $11.90/gal F.O.B. destination in bulk quantities for the 3 year extension.
- Nalco will provide a sole source letter to Hollywood on the chemistry and 3D TRASAR technology.
- Nalco will continue to provide and service Hollywood with 3D TRASAR monitoring equipment. These units control our chemistry to within 0.1ppm, unlike other control systems that may control +/- 10ppm. This has a positive effect on chemical consumption and minimizes overall chemical use. This unique control technology has protected the membranes at Hollywood for over 8 years.
- Nalco Water, a division of Ecolab (a $15 billion company), will continue to provide resources to Hollywood, such as:
    - Lab support
    - phD support
    - Industry leading technical advancements
- Nalco will continue with site visits on a minimum of a monthly basis. Living in Naples, I'm 1.5 hr. from your plant and our local office is in Orlando.

Please bear in mind that all previously mentioned services, technology and equipment are included in the price of the PC1850T

NALCO Water
An Ecolab Company

1601 W. DIEHL ROAD
NAPERVILLE, IL 60563-1198

We trust that this will help Hollywood make a decision to maintain our partnership. Hollywood and Nalco invested over 6 months of trialing prior to making this decision 8 years ago and both parties have enjoyed the success of proper membrane maintenance. Also, Pompano Beach is now wanting to piggyback off of you, where Hollywood has piggybacked off them in the past.

This offer will be in effect March 11th 2017 thru March 10th 2020 .

Note: This offer is also extended to the City of Pompano Beach and City of Boynton Beach

If you have any questions, please don't hesitate to call me

Sincerely

Joe Frank
Corporate Account Manager
NALCO Water
An Ecolab Company

Cell 704 236-1889
jfrank@nalco.com

BidSync POWERED BY Periscope

City of HOLLYWOOD FLORIDA

Welcome dmainero@hollywoodfl.org | Logout

Need assistance? Contact us or call 800-990-9339

Home Search Source Tools

Schedule Task Note

Vendor view of bid

Chat | Description | Attachments

Bid #NTSS-007-17 - Nalco PC-1850T Antiscalant. NOTICE TO SOLE SOURCE

Time Left	**Bid has ended.**		
Time Started	**Feb 14, 2017 2:42:05 PM EST**	**Notifications**	Report (Bidder Activity)
Time Ended	**Feb 22, 2017 5:00:00 PM EST**	**# of suppliers that viewed**	**10** (View)
Agency Information	**City of Hollywood, Florida, FL** (view agency's bids)	**Q & A**	View Questions & Answers
			Q&A Deadline: Feb 22, 2017 3:00:00 PM EST

Department	Public Utilities (view department's bids)
Bid Classifications	Classification Codes
Bid Regions	Regions
Bid Contact	see contact information
View Rules	Click here to change the rules for this bid.
Best and Final Offer:	Create

Approval

View Approval Flow	View Approval Flow
Approval Status	Approved

Description

Bid Number	NTSS-007-17
Title	Nalco PC-1850T Antiscalant.
Budgeted Amount	$109,000.00 (change)
Estimated Amount	$109,000.00
Estimated Amount	$109,000.00 (This price is estimated - not guaranteed)
Description	Nalco Company is the sole manufacturer of the Nalco PC-1850T.

The proposed contract action is for product or services for which the City of Hollywood intends to negotiate and award with only one source under the authority of the City of Hollywood City Code Section 38.40 (C) (3) Sole-source supplies and services. Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement in the future. Responses will not be considered as proposals, bids, or quotes.

Documents

Select All | Select None | Download Selected

☐ 1. NTSS-007-17 Nalco.pdf [download]

= Included in Bid Packet = Excluded from Bid Packet

Contractor Advertisements

View All Ads

There are no advertisements on this solicitation.

NOT AWARDED REASON

The City of Hollywood did not receive any responses to the NTSS and will proceed with award to Nalco Company.

Product Feedback

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

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Product Feedback

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/16/2017

REQUESTED ACTION BY COMMISSION: Award the bid for "Two Year Bid for Hydraulic Cylinders and Valves, Parts and Repairs", Bid #039-2516-17/IT to Construction Hydraulics of Lake Worth, Inc. of Lake Worth, FL for an estimated annual expenditure of $65,000.

EXPLANATION OF REQUEST:

Initial Bid Period: May 17, 2017 - May 16, 2019

Procurement services opened and tabulated two (2) proposals for the Two Year Bid for Hydraulic Cylinders and Valve Parts and Repairs. It has been determined by staff to award the bid to Construction Hydraulics of Lake Worth, Inc., as the low bid. The low bidder is our current vendor and we are satisfied with their work and their expedient service which is imperative to the Fleet Division.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The Fleet Maintenance division will use this contract to provide service support to equipment for City departments such as Solid Waste, Fire Rescue, Utilities and Police.

FISCAL IMPACT: Budgeted
Funds will be expended from Fleet Maintenance account 501-5000-590-09-82

ALTERNATIVES: Utilize the use of confirming purchase orders for repairs.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CONTRACTS

VENDOR NAME: Construction Hydraulics of Lake Worth, Inc.

START DATE: 5/17/2017

END DATE: 5/16/2019

CONTRACT VALUE:

MINORITY OWNED CONTRACTOR?: No

EXTENSION AVAILABLE?: Yes

EXTENSION EXPLANATION:

Two (2) additional (1) year terms are available for extension periods.

ATTACHMENTS:

Type	Description
Tab Sheets	Tab Sheet
Attachment	Bid Submittal-Const Hydraulics LW

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Livergood, Jeffrey	Approved	4/28/2017 - 10:23 AM
Finance	Howard, Tim	Approved	5/5/2017 - 2:34 PM
Legal	Swanson, Lynn	Approved	5/10/2017 - 9:07 AM
Finance	Howard, Tim	Approved	5/10/2017 - 11:10 AM
City Manager	LaVerriere, Lori	Approved	5/10/2017 - 1:52 PM

A TWO YEAR AGREEMENT FOR HYDRAULIC CYLINDER AND VALVE PARTS AND REPAIRS

BID DUE DATE: April 21, 2017
BID: DUE TIME: 10:00 A.M.
BID No.: 039-2516-17/IT
Preliminary Bid Tabulation; this is not a recommendation for award.

"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	Construction Hydraulics of Lake Worth, Inc. 1320 S. J Terrace Lake Worth, FL 33460 Tel: 561-585-6637 email: sales@hydraulics.cc Brian Filipowski, President	Industrial Hose and Hydraulics 2450 North Powerline Road Pompano Beach, FL 33069 Tel: 800-442-0311 email: mikelara@industrialhose.com Michael Lara, Inside Sales
ORIGINAL AND TWO (2) COPIES SUBMITTED	YES	YES
BIDDER ACKNOWLEDGEMENT SUBMITTED	YES	YES
CHECKLIST PAGES 3 & 4 SUBMITTED	YES	YES
Hourly Shop Rates / General Work	$50.00 p/hr	$65.00 p/hr
Hrly Rates / Hyd. Machine Shop	$50.00 p/hr	$80.00 p/hr
High pressure hoses up to 2"?	YES	YES
Do you inventory materials/2" hoses?	YES	YES
% Discount off of List Prices?	20%	50%
Pet. Based hydraul. Fluid/p gal.	$9.92 p/gal	$11.00 p/gal
Synth. Based hydraul. Fluid/p gal.	$17.65 p/gal	$40.00 p/gal
Non-conduc. hydraul. Fluid/p gal.	$12.78 p/gal	$11.00 p/gal
Worn/Damaged Parts Disposal/p part	No Charge p/part	N/A

A TWO YEAR AGREEMENT FOR HYDRAULIC CYLINDER AND VALVE PARTS AND REPAIRS

"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"

BID DUE DATE: April 21, 2017
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% Discount off of List Prices - misc parts?	15%	25%
Warranty Period	1 year parts & labor	NO
NON COLLUSION AFFIDAVIT SUBMITTED	YES	YES
ANTI-KICKBACK AFFIDAVIT SUBMITTED	YES	YES
CONFIRMATION OF MINORITY OWNED BUSINESS SUBMITTED	YES; NONE	YES; WOMAN
CONFIRMATION OF DRUG FREE WORKPLACE SUBMITTED	YES	YES
PALM BEACH COUNTY INSPECTOR GENERAL ACKNOWLEDGEMENT SUBMITTED	YES	YES
COMMENTS:		

Opened and Tabulated by: Ilyse Triestman
Witnessed by: Mara Frederiksen

ORIGINAL

REQUEST FOR BID
FOR
A TWO-YEAR AGREEMENT
FOR HYDRAULIC CYLINDER AND VALVE PARTS AND REPAIRS

BID No.: 039-2516-17/IT

BID OPENING DATE: APRIL 21, 2017
BID OPENING TIME: 10:00 A. M. (LOCAL TIME)
PROCUREMENT SERVICES, CITY HALL

The City of Boynton Beach

Procurement Services
100 E. Boynton Beach Boulevard
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6323
FAX: (561) 742-6316

REQUEST FOR BID

FOR

A TWO-YEAR AGREEMENT FOR HYDRAULIC CYLINDER AND VALVE PARTS AND REPAIRS

BID No.: 039-2516-17/IT

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 by: **April 21, 2017; No Later Than 10:00 A.M. (Local Time).**

Bids will be opened in: **PROCUREMENT SERVICES-CITY HALL**
2ND FLOOR unless otherwise designated.

ATTENTION ALL INTERESTED RESPONDENTS:
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.

One (1) marked original and two (2) photocopies of the completed bid package in a submitted in a sealed envelope to the address above. The Bid 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 competitive solicitation or until the City withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all bids, proposals, or replies. Requests for bid or proposal documents should be submitted to the City Clerk's Office. Documents may be inspected without charge, but a charge will be incurred to obtain copies.

CONE OF SILENCE

Pursuant to Palm Beach County 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 a particular request for proposal, request for qualification, bid, or any other competitive solicitation 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.

SCOPE OF SERVICES: The City of Boynton Beach Fleet Maintenance Department is seeking fixed prices for a two-year period for the repair of malfunctioning hydraulic cylinders and valves and miscellaneous parts for mobile and industrial equipment. Parts and repairs include but are not limited to, cylinders, controls, motors, pumps, valves, and/or components. Repairs and parts will be ordered on an "As Needed Basis."

Contact: **City of Boynton Beach Procurement Services**
100 E. Boynton Beach Boulevard
Boynton Beach, FL 33435
Ilyse Triestman, Purchasing Manager, E-mail: triestmani@bbfl.us
(561)742-6322

Office Hours: **MONDAY – FRIDAY, 8:00 A.M. TO 5:00 P.M.**

REQUEST FOR BID

FOR

A TWO-YEAR AGREEMENT FOR HYDRAULIC CYLINDER AND VALVE PARTS AND REPAIRS

BID No.: 039-2516-17/IT

SPECIFICATIONS

The City of Boynton Beach is seeking a source to provide the Public Works/Fleet Management Department with a cost effective and timely service for the repair of hydraulic cylinders, valves, controls, motors, and pumps for mobile and industrial equipment including related parts, repair kits and/or components.

It is the intention of the City of Boynton Beach to award this bid as specified to a source that will give **prompt and efficient service for parts and repairs**. Any failure on the part of the successful bidder(s) to comply with these conditions may be cause for cancellation of an order and/or immediate termination of awarded Bid

Please place an (x) on the blank line next to each item agreeing to meet the specification. If exception is taken (alternatives), the bidder must explain using a separate sheet of paper. Bidder must submit specifications "check-off" sheets (Pages 3 to 4) with the bid proposal for bid to be considered complete and acceptable.

The successful bidder shall provide services in accordance with the following conditions and specifications:

A. x Items for repair (e.g., hoses and cylinders) shall be picked up within twenty-four hours and returned forty-eight hours after pick-up.

B. x Priority work assignments are necessary for all "Fire and Life Safety" resources.

C. x The City fleet contains units with small single action cylinders on lawn mowers to double action multi-stage cylinders on garbage compaction units.

D. x Valve bodies can be single or multi-function.

E. x The City fleet contains both American standard and metric sizes.

F. x Fleet service technicians will remove and replace all minor and major components.

G. x Vendor will supply miscellaneous parts for hydraulic cylinders and valves at a discount – **percentage (%) off list price.** A copy of list prices for parts is to be submitted with the bid proposal for price comparison(s).

COMPANY NAME: Construction Hydraulics of LW, Inc.

H. x Vendor will have personnel on duty Monday through Friday for routine service work.

I. x All repairs and service work will be randomly inspected by Fleet Maintenance to assure quality, safety, and serviceability.

J. x Vendor will provide pick-up and delivery service to and from Public Works, Fleet Maintenance Shop, 222 NE 9th Avenue, Boynton Beach, FL 33435. Fleet Maintenance will have the option to transport parts to and from Fleet to expedite repairs.

K. x All bid prices are F.O.B. Fleet Maintenance, 222 NE 9TH Avenue, Boynton Beach, FL 33435.

L. x The Fleet Maintenance Department hours of operation are Monday through Friday from 6:30 A.M. to 4:30 P.M.

M. x Vendor will assume all costs related to environmental fluid disposal.

N. x Vendor will capture and properly dispose of all waste petroleum products at vendor's service facility.

O. x All replaced parts will be properly recycled through approved waste management.

P. x Vendor will maintain an inventory of proper service tools and parts required for routine service and repair work.

Q. x Vendor will provide the correct grade of lubricants required by equipment manufacturer for all service and/or repair work.

R. x All work will be performed on an **"As Needed Basis."**

S. x Vendor will provide detailed invoicing to Fleet Maintenance Supervisor for each repair/service providing Fleet with the information to update repair and service history records for equipment.

COMPANY NAME: Construction Hydraulics of LW, Inc.

GENERAL CONDITIONS FOR BIDDERS

FAMILIARITY WITH LAWS: The bidder is presumed to have full knowledge of and be in compliance with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the equipment and the services provided to the City. Ignorance on the part of the bidder will in no way relieve bidder of responsibility to adhere to such regulations.

BID FORMS: The bidder will submit a bid on the bid forms provided. All bid prices, amounts and descriptive information must be legibly entered. The bidder must state the price and the time of delivery for which they propose to deliver the equipment or service requested. The bidder IS required to be licensed to do business as an individual, partnership or corporation in the State of Florida. Place all required bid forms in a sealed envelope that has the company's name and address, proposal title, number, proposal date and time on the outside of the sealed envelope. Proposals not submitted on appropriate proposal forms may be rejected. All proposals are subject to the conditions specified herein. Proposals which do not comply with these conditions are subject to rejection.

EXECUTION OF BID: Proposal must contain an original signature of an authorized representative in the space provided on all affidavits and proposal sheets.

NO BID: If not submitting a proposal, respond by returning one copy of the "STATEMENT OF NO BID" and explain the reason by indicating one of the reasons listed or in the space provided. Repeated failure to quote without sufficient justification shall be cause for removal of the vendor's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid receiving date and hour.

BID DEADLINE: It is the bidder's responsibility to assure that the bid is delivered at the proper time and place prior to the bid deadline. The City of Boynton Beach is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by a specified time so that a proposal can be considered. Bids which for any reason are delivered by the deadline will not be considered. If no award has been made, the City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid. Offers by telegram or telephone are not acceptable.

RIGHT TO REJECT BID: The City reserves the right to reject any or all bids, to waive technical errors, or to accept a portion of any bids that are deemed to be the most responsive, responsible bidder(s) which represents the most advantageous bid to the City. In determining the "most advantageous bid", price, quantifiable factors, and other factors are considered. Such factors include but are not limited to specifications; delivery requirements; the initial purchase price; life expectancy; cost of maintenance and operation; operating efficiency; training requirements; disposal value; and other factors contributing to the overall acquisition cost of an item. Consideration may be given, but is not necessarily limited to conformity to the specifications; including timely delivery; product warranty; a bidder's proposed service; ability to supply and provide service; delivery to required schedules and past performances in other contracts with the City or other government entities.

RIGHTS OF THE CITY: The City expressly reserves the right to:

A. Waive as an informality, minor deviations from specifications at a lower price than the most responsive, responsible bidder meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and the overall function is improved or not impaired;

B. Waive any defect, irregularity or informality in any bid or bidding procedure;

C. Reject or cancel any or all bids;

D. Reissue an Invitation to Bid;

E. Extend the bid deadline time and date;

F. Procure any item by other means;

G. Increase or decrease the quantity specified in the Invitation to Bid;

H. Consider and accept an alternate bid as provided herein when most advantageous to the City.

STANDARDS: Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective bidder has:

A. Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;

B. A satisfactory record of performance;

C. A satisfactory record of integrity;

D. Qualified legally to Contract within the State of Florida and the City of Boynton Beach;

E. Supplied all necessary information in connection with the inquiry concerning responsibility.

INFORMATION AND DESCRIPTIVE LITERATURE: Bidders must furnish all information requested in the spaces provided on the bid form. Further, as may be specified elsewhere, each bidder must submit for bid evaluation cuts, sketches, and descriptive literature and technical specifications covering the products offered. Reference to literature submitted with a previous bid or on file with the buyer will not satisfy this provision.

INTERPRETATIONS: Any questions concerning conditions and specifications should be directed to this office in writing no later than ten (10) days prior to the bid deadline. Inquiries must reference the date by which the bid is to be received.

CONFLICT OF INTEREST: The award hereunder is subject to all conflict of interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

ADDITIONAL QUANTITIES: The City reserves the right to acquire additional quantities of the bid products or services at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted **"BID IS FOR SPECIFIED QUANTITY ONLY".**

SAMPLES: Samples of items, when called for, must be furnished free of expense, and if not used, tested or destroyed, upon request, will be returned at the bidder's expense. Request for the return of samples may be made within ten (10) days following the bid deadline. Each individual sample must be labeled with the bidder's name, manufacturer's brand name and number, and item reference.

DEMONSTRATIONS: Performance of the equipment/services upon request can be deemed a part of the evaluation process in determining the award of bidder. Demonstrations of the merits of the equipment/services that meet City requirements shall be requested by Procurement Services. Equipment demonstrated shall be a minimum of one (1) year old. All required staff, to be assigned per the individual bid product or service application, will form the Bid Award Committee to evaluate and submit a group award recommendation. The City reserves the right to make separate and independent awards based on its needs and the combined evaluation results.

SUBCONTRACTING: If a bidder subcontracts any portion of a Contract for any reason, the bidder must state the name and address of the subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors". The City of Boynton Beach reserves the right to accept or reject any or all bids wherein a subcontractor is named and to make the award to the bidder, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City. The City also reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not in a position to perform properly under this award. The City reserves all rights in order to make a determination as to the foregoing.

ADDENDA: From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract documents. Since all addenda are available to bidders at Procurement Services, it is each bidder's responsibility to check with Procurement Services and immediately secure all addenda before submitting bids. It is the usual practice for the City to mail an addendum to known bidders, but it cannot be guaranteed that all bidders will receive ALL addenda in this manner. Each bidder shall acknowledge receipt of ALL addenda by notation on the bid and shall adhere to all requirements specified in each addendum prior to submission of the bid.

ESCALATOR CLAUSE: Any bid which is submitted subject to an escalator clause will be rejected.

EXCEPTIONS: Incorporation in a bid of exceptions to any portion(s), of the Contract documents may invalidate the bid. Exceptions to the Technical and Special Provisions shall be clearly and specifically noted in the bidder's proposal on a separate sheet marked **"EXCEPTIONS TO THE SPECIFICATIONS"** and this sheet shall be attached to the bid. The use of bidder's standard forms, or the inclusion of manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract documents.

ALTERNATES: Where a base bid is provided for, the bidder shall submit a bid on the base bid and may exercise their own prerogative in submitting a bid on alternate items. The Owner reserves the right to accept or reject the alternates or base bid or any combination thereof. The Owner, or a representative, further reserves the unqualified right to determine whether any particular item or items of material, equipment, or the like, is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same.

NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications under the direction of appropriate testing laboratories. The data derived from

any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in the bid and or Purchase Order may result in the bidder being found in default in which event any and all procurement costs may be charged against the defaulted Contractor. Any violation of these stipulations may also result in the vendor's name being removed from the City of Boynton Beach's vendor mailing list.

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

ANTITRUST CAUSE OF ACTION: In submitting a bid to the City of Boynton Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Boynton Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Boynton Beach. At the City of Boynton Beach's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the City at once, indicating in a letter the specific regulation which required an alteration. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.

LEGAL REQUIREMENTS: Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

ON PUBLIC ENTITY CRIMES - All Invitations to Bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract or provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

ADVERTISING: In submitting a bid, the bidder agrees not to use the results as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under **"NONCONFORMANCE WITH CONTRACT CONDITIONS"**.

ASSIGNMENT: Any Purchase Order issued pursuant to this bid invitation and the funds which may be come due hereunder are not assignable except with the prior written approval of the City.

LIABILITY: The selected bidder(s) shall hold and save harmless the City of Boynton Beach, Florida its officers, agents, volunteers and employees from liability of any kind in the performance of this Contract. Further, the selected bidder(s) shall indemnify, save harmless and undertake the defense of the City, its City Commissioners, agents, servants an employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from bidder's operation pursuant to this Contract and from and against all costs, counsel fees, expenses and liabilities incurred in an about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The City shall notify the bidder within ten (10) days of receipt by the City of any claim, suit or action against the City arising directly or indirectly from the operations of the bidder hereunder, for which the City may be entitled to a claim or indemnity against the bidder, under the provisions of this Contract. Bidder shall have the right to control the defense of any such claim suit or actions. The bidder shall also be liable to the City for all costs, expenses, attorneys' fees and damages which may be incurred or sustained by the City by reason of the bidder's breach of any of the provision of the contract. Bidder shall not be responsible for negligent acts of the City or its employees.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: At the option of the vendor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, school boards, political subdivisions, counties, and cities. Each governmental agency allowed by the Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

AWARD OF CONTRACT: The low monetary bid will NOT in all cases be awarded the Contract or Purchase Order. Contracts or Purchase Orders will be awarded by the City to the most responsive, responsible bidder whose bid represents the most advantageous bid to the City, price and other factors considered. Evaluation of bids will be made based upon the evaluation factors and standards set forth herein. The City reserves the right to reject any and all bids and to waive technical errors as set forth herein. In the event of a Court challenge to an award by any bidder, damages, if any, resulting from an award shall be limited to actual bid preparation costs incurred by the challenging bidder. In no case will the award be made until all necessary investigations have been made into the responsibility of the bidder and the City is satisfied that the most responsive, responsible bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the required work within the time specified.

AS SPECIFIED: A Purchase Order will be issued to the successful bidder with the understanding that all items/services delivered must meet the specifications herein. Items/services delivered not as specified, will be returned at no expense or penalty to the City of Boynton Beach.

DELIVERY: Prices shall be quoted F.O.B. Boynton Beach, Florida. F.O.B. destination indicates that the seller is responsible for the shipment until it reaches its destination. Any and all freight charges are to be included in the bid total. The bidder's invoice payment terms must be shown.

ADDRESS: **PUBLIC WORKS/FLEET MAINTENANCE COMPOUND**
222 NE 9th AVENUE
BOYNTON BEACH, FL 33435

WARRANTY REQUIREMENTS: Each item, including all components and all installed accessories and equipment, shall be guaranteed by the bidder to be free of defective parts and workmanship. This warranty shall be for a period of 365 days or the time designated in the standard factory warranty, whichever is longer. The warranty will be the same as that offered to the commercial trade and shall be honored by any of the manufacturer's authorized dealers. Warranty will cover parts, labor and any necessary shipping. Warranty repairs may be accomplished on City property, if space is available; this will be at the sole discretion of the City. Contact Procurement Services for permission to perform warranty service on City property. Warranty to start at the time of acceptance by the City; however, in cases where vehicles or equipment are not immediately placed in service, the bidder will provide a delay of warranty start-up time. The period of warranty delay will be coordinated by Procurement Services.

PRICES, TERMS AND PAYMENT: Firm prices shall be quoted, typed or printed in ink, and include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder is requested to offer a cash discount for prompt invoice payment. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

Upon delivery, the City shall make final inspection. If this inspection shows that the equipment/service has been delivered/performed in a satisfactory manner in accordance with the specifications, the City shall receive the same. Final payment due the bidder shall be withheld until visual inspection is made by the **FLEET MANAGEMENT DEPARTMENT** and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Acceptance shall not exceed thirty (30) days. If any equipment/service has to be rejected for any reason, the bidder shall be required to pick up the equipment, accomplish the necessary repairs and return the equipment to the City. Warranty repairs may be accomplished on City property if space is available; this will be at the discretion of the City. Title to or risk loss or damage to all items shall be the responsibility of the bidder, unless such loss or damages have been proven to be the result of negligence by the City.

A. TAXES: Do not include State or Federal taxes. Not applicable to municipalities.

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

C. DISCOUNTS: Will be considered in determining the lowest net cost.

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

E. SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.

TIME OF DELIVERY: The bidder shall state in the bid the time of delivery of the equipment. Time is of importance to the City and the bidder is hereby notified that the date of delivery will be considered as a factor in the evaluation of the bids. Concurrent to delivery of equipment, the items listed below shall be supplied for each different type or size of equipment and all bodies and accessory equipment installed or furnished. All of these manuals must be delivered with the equipment and normal delivery cannot be accepted until all items listed are supplied.

All equipment shall be completely assembled, adjusted, and clean. All standard equipment, and specified options shall be installed and the unit made ready for continuous, heavy-duty service. In addition to new equipment pre-delivery service, a thorough condition and specification compliance from these specifications, including manufacturer's standard equipment items, and accessory equipment supplied by the equipment dealer, which are clearly necessary for the complete operation of the vehicle, shall be considered a requirement although not directly specified in these specifications.

LICENSE AND PERMITS: It shall be the responsibility of the successful bidder to obtain all licenses and permits, if required, to complete this service at no additional cost to the City. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in this bid meets all O.S.H.A. requirements. Bidder further certifies that if awarded as the successful bidder, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

Bidder certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

PALM BEACH COUNTY INSPECTOR GENERAL:
The contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested, may be deemed by the municipality to be a material breach of this contract justifying its termination.

RENEWAL: The Finance Director may renew the contract, at the same terms, conditions, and prices, for ***two (2) one-year extensions*** subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. Bid prices are to be firm for a period of two years from date of bid award.

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

SPECIAL CONDITIONS FOR BIDDERS

1. **PURPOSE:** The City of Boynton Beach is hereby seeking bids from qualified Bidders for the repair of malfunctioning hydraulic cylinders and valves and miscellaneous parts for mobile and industrial equipment. Parts and repairs include, but are not limited to, cylinders, controls, motors, pumps, valves, and/or components. Repairs and parts will be ordered on an "As Needed Basis".

2. **INFORMATION OR CLARIFICATION:** For information concerning procedures for responding to this solicitation, contact Ilyse Triestman, Purchasing Manager, (561) 742-6322 or email to triestmani@bbfl.us. In addition, for clarification and questions concerning the specifications, please submit questions via email provided within ten (10) days prior to the Bid opening to allow time for answers that may be formulated as a subsequent addendum.

3. **TRANSACTION FEES:** The City of Boynton Beach utilizes Onvia DemandStar to distribute solicitations and subsequent information. There is a minimal charge of $5.00 associated with the registration of this service.

4. **PRICING/DELIVERY:** Bidder will quote a firm, fixed cost to include delivery FOB to Public Works, Fleet Maintenance Shop, 222 NE 9th Avenue, Boynton Beach, FL 33435. Deliveries will be accepted Monday thru Friday from 6:30 A.M. to 4:30 P.M. with the exception of City observed holidays.

   Delivery time shall be computed in calendar days from the issuance of the purchase order, in accordance with the number of calendar days stated on the Bid form herein.

5. **BID DOCUMENT**: The Contractor shall examine this Bid carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

6. **AWARD**: Award will be made to the responsive and responsible bidder, quoting the lowest price, for that goods and services identified, that will best serve the needs of the City of Boynton Beach. The City reserves the right to award to that Bidder who best serves the interest of the City. The City intends to award to one Bidder. The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all Bids and to award or not award a contract based on this Bid solicitation.

7. **BIDDERS' COSTS:** The City shall not be liable for any costs incurred by Bidders in response to this solicitation.

8. **RULES AND SUBMITTAL OF BIDS:** The signer of the Bid must declare that the only person(s) company or parties interested in the proposal as principals are named therein; that the Bid is made without collusion with any other person(s), company or parties submitting a Bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the Bid has full authority to bind the principal Bidder.

9. **INVOICING AND PAYMENT:** Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this RFB shall minimally meet the following conditions to be considered as a valid payment request. Timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted to:

   City of Boynton Beach
   Attn: Finance Department
   100 E. Boynton Beach Boulevard
   Boynton Beach, Florida 33319

   All invoices submitted shall consist of an original and one (1) copy as follows:
   - Clearly referenced the subject Contract or Purchase Order number;

- Provide sufficient salient description to identify the goods and services for which payment is requested;
- Contain date of delivery;
- Original or legible copy of a signed delivery receipt including both manual signature and printed name of the designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final invoice." The City will accept partial deliveries. The invoice shall contain the Bidder's Federal Employer Identification Number.

The City's terms of payment, unless otherwise stated in the Contract Documents are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other items of payment must have been previously approved by the City and appear on the Contract or Purchase Order document to be binding on the City. Should the City return an invoice for correction, the Contractor shall re-submit a corrected invoice to the City for processing.

10. **DISQUALIFICATION OF BIDDER:** More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. All Bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to review and/or rejection. The provision is not meant to prohibit submission of alternate Bids in separate sealed envelopes.

11. **SPECIFICATIONS:** The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this Statement.

    For the purposes of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.

12. **TERMINATION DEFAULT:** In addition to all other remedies available to the City, this Contract shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

13. **PRODUCT LITERATURE:** Bidder shall submit with the Bid, product literature based on the Model submitted for the stated Manufacturer or Make or "approved equal" items offered. Should the literature be omitted from the Bid proposal, Bidder shall submit within three (3) calendar days when requested by the City. Literature should be clearly marked as to each item number. Failure on the part of the Bidder to submit the requested literature will result in their Bid being declared non-responsive.

14. **UNDERWRITER'S LABORATORY (UL):** Items may be tested for compliance with specifications. Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

ATTACHMENT A

City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as *Additional Insured*. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: (NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)

TYPE (Occurence 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	EachOccurence	$ 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	$ 1,000,000.00
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	$1,000,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 100,000.00
	Disease, Policy Limit	$ 500,000.00
	Disease Each Employee	$ 100,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other – As Risk Identified	to be determined	

INSURANCEADVISORYFORM Revised 05/2017

THE DOCUMENTS

BEHIND THIS PAGE

MUST ACCOMPANY PROPOSAL

IN ORDER FOR SUBMITTAL

TO BE CONSIDERED

COMPLETE AND ACCEPTABLE

BIDDER ACKNOWLEDGEMENT

Submit Bids to: PROCUREMENT SERVICES
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

Bid Title: **TWO-YEAR AGREEMENT FOR HYDRAULIC CYLINDER AND VALVE PARTS AND REPAIRS**

Bid Number: 039-2516-17/IT

Bid Received by: **April 21, 2017; NO LATER THAN 10:00 A.M. (LOCAL TIME)**

Bids will be opened in Procurement Services unless specified otherwise. Bid receiving date and time is scheduled for: **April 21, 2017; NO LATER THAN 10:00 A.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: Construction Hydraulics of Lake Worth, Inc.

Federal I.D. Number: 59-2528453

A Corporation of the State of: Florida

Area Code: 561 Telephone Number: 585-6637

Area Code: 561 FAX Number: 586-7019

Mailing Address: 1320 S. J Terrace

City/State/Zip: Lake Worth, FL 33460

Vendor Mailing Date: _____

E-Mail Address: sales@hydraulics.cc

Authorized Signature

Brian Filipowski
Name Typed

PRICE PROPOSAL

BID PROPOSAL TO THE CITY OF BOYNTON BEACH, FLORIDA
BID NO.: 039-2516-17/IT

The undersigned declares that he has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of product/service requested.

When submitting more than one bid proposal price for this service, please attach a separate proposal sheet.

The estimated two- year expenditure for this bid is: **$125,000.00.**

Parts and Repairs will be order on an **AS NEEDED BASIS**.

We understand that it is impossible to quote a major repair without the unit torn down, so please include the following in your bid proposal:

HOURLY SHOP RATE FOR GENERAL HYDRAULIC SHOP WORK.	$ 50.00 /hr
HOURLY SHOP RATE FOR HYDRAULIC MACHINE SHOP WORK.	$ 50.00 /hr
CAN YOU MAKE HIGH PRESSURE HOSES UP TO TWO INCHES?	Yes Yes/No
DO YOU INVENTORY MATERIALS TO MAKE TWO INCH HOSES?	Yes Yes/No
IF "*YES*", WHAT PERCENTAGE (%) DISCOUNT OFF LIST PRICE WILL BE EXTENDED TO THE CITY OF BOYNTON BEACH?	20.00 %
COST FOR PETROLEUM BASED HYDRAULIC FLUID PER GALLON.	$ 9.92 /gal.
COST FOR SYNTHETIC BASED HYDRAULIC FLUID PER GALLON	$ 17.65 /gal.
COST FOR NON-CONDUCTIVE HYDRAULIC FLUID PER GALLON	$ 12.78 /gal.
WORN/DAMAGED PARTS DISPOSAL COSTS	$ No Charge /per part
PERCENTAGE DISCOUNT OFF LIST PRICE FOR MISCELLANEOUS PARTS	15.00 %

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

BID PROPOSAL TO THE CITY OF BOYNTON BEACH, FLORIDA
BID NO.: 039-2516-17/IT (continued)

Price List Including two inch hoses submitted	No
Warranty Period for Parts (attach separate sheet if necessary)	One year
Warranty Period for Labor (attach separate sheet if necessary)	One year
Number of Bid Proposals submitted	1
Specification "check-off" sheets (Pages 3 - 4) submitted	Yes **Yes/No**
Bid price is to be firm for a period of two years from date of award	Yes **Yes/No**

Construction Hydraulics of Lake Worth, Inc.
COMPANY NAME

SIGNATURE

Brian Filipowski
PRINTED NAME

(561) 585-6637
TELEPHONE NUMBER

President
TITLE

(561) 586-7019
FAX NUMBER

brianf@hydraulics.cc
E-Mail Address

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

BID NO.: 039-2516-17/IT
NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)
:
County of Palm Beach)

Brian Filipowski, being first duly sworn, deposes and says that:

1) He/She is President (Title) of Construction Hydraulics of Lake Worth, Inc. (Name of Corporation or Firm) the bidder that has submitted the attached bid: **"A TWO YEAR AGREEMENT FOR HYDRAULIC CYLINDER AND VALVE PARTS AND REPAIRS."**

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

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

4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach or any person interested in the proposed Contract; and

5) **The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.**

(Signed) [signature]

(Title) President

Subscribed and sworn to before me

This 18 day of April, 20 17

My commission expires Sheila Louise Orlovsky 9/16/2018

Sheila Louise Orlovsky
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF160669
Expires 9/16/2018

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

BID NO.: 039-2516-17/IT
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

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

By: _____
NAME - SIGNATURE

Sworn and subscribed before me
this 18 day of April ,20 17

Printed Information:

Brian Filipowski
NAME

President
TITLE

Sheila Louise Orlovsky
NOTARY PUBLIC, State of Florida
at Large

Construction Hydraulics of Lake Worth, Inc.
COMPANY

Sheila Louise Orlovsky
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF180699
Expires 9/16/2018

"OFFICIAL NOTARY SEAL" STAMP

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

BID NO.: 039-2516-17/IT
CONFIRMATION OF MINORITY OWNED BUSINESS

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

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

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

( ) AMERICAN INDIAN

( ) ASIAN

( ) BLACK

( ) HISPANIC

( ) WOMEN

( ) OTHER _____ (specify)

( ) NOT APPLICABLE

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

YES _____ NO X

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

_____
Issuing Organization for Certification

_____
Date of Certification

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

BID NO.: 039-2516-17/IT
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 IN ORDER FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

PALM BEACH COUNTY INSPECTOR GENERAL

BID NO.: 039-2516-17/IT

A TWO-YEAR AGREEMENT FOR HYDRAULIC CYLINDER AND VALVE PARTS AND REPAIRS

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.

Brian Filipowski

CONTRACTOR NAME

By _____

Title: President

Date: 4-18-17

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

STATEMENT OF NO BID

If you are not bidding this service/commodity, please complete and return this form to: PROCUREMENT SERVICES, City of Boynton Beach, 100 E. Boynton Beach Boulevard, P.O. Box 310, Boynton Beach, Florida 33425-0310.

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the City of Boynton Beach.

COMPANY NAME: _____

ADDRESS: _____

_____

TELEPHONE: _____

NA

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to bid on your Bid **No.: 039-2516-17/IT** for **"A Two Year Agreement for Hydraulic Cylinder and Valve Parts and Repairs"** for the following reason(s):

_____ Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)

_____ Insufficient time to respond to the Invitation to Bid

_____ We do not offer this product or an equivalent

_____ Our product schedule would not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond requirements

_____ Specifications unclear (explain below)

_____ Other (specify below)

REMARKS: _____

_____

IF YOU ARE NOT SUBMITTING A BID, PLEASE COMPLETE FORM AND RETURN TO PROCUREMENT SERVICES

CONST-1 OP ID: AJC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/16/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
Brown & Brown of Florida, Inc
Suite 400
1401 Forum Way
West Palm Beach, FL 33401
Mike Vega, CRIS

CONTACT NAME:
PHONE (A/C, No, Ext): 561-686-2266 FAX (A/C, No): 561-686-2313
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Trust Insurance Co	20141
INSURER B : Monroe Guaranty Insurance Co+	32506
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Construction Hydraulics
of Lake Worth, Inc.
1320 S. J Terrace
Lake Worth, FL 33460

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [X] OCCUR			GL00100478	03/20/2017	03/20/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			CA10001084701	03/20/2017	03/20/2018	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A						E.L. EACH ACCIDENT	$
	if yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

BOYN104

City of Boynton Beach
Procurement Services
Po Box 310
Boynton Beach, FL 33435

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/16/2017

REQUESTED ACTION BY COMMISSION: Approve increasing purchase order #170065 to South Florida Emergency Vehicles from $20,000 to $50,000 as a sole source purchase.

EXPLANATION OF REQUEST: Fleet Maintenance is requesting an increase to blanket purchase order #170065 as this is the sole source vendor to service and maintain this brand of Fire apparatus for the Fire Department vehicles. We have exhausted the original $20,000 requested on the beginning of the fiscal year. We are requesting the increase to provide for parts, repairs and warranty work associated with Sutphen fire related vehicles for the remainder of the fiscal year.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The Fleet Maintenance division will use these funds to service and repair vehicles for Fire Rescue.

FISCAL IMPACT: Budgeted Estimated Fleet Maintenance annual expenditure is $50,000.

ALTERNATIVES: The alternative would be not to have the Fire Department vehicles serviced or maintained leaving the resident with unresponsive emergency services.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CONTRACTS

VENDOR NAME: Sutphen Corporation

START DATE:

END DATE:

CONTRACT VALUE:

MINORITY OWNED CONTRACTOR?: No

EXTENSION AVAILABLE?: No

EXTENSION EXPLANATION:

ATTACHMENTS:

Type	Description
Addendum	Sole Source Letter from Sutphen

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Livergood, Jeffrey	Approved	5/8/2017 - 3:26 PM
Finance	Howard, Tim	Approved	5/9/2017 - 10:35 AM
Legal	Swanson, Lynn	Approved	5/9/2017 - 4:59 PM
Finance	Howard, Tim	Approved	5/9/2017 - 5:49 PM
City Manager	LaVerriere, Lori	Approved	5/9/2017 - 7:21 PM

SUTPHEN™

FAMILY OWNED
SINCE 1890

August 16, 2016

Adrianna Greco-Arencibia
City of Boynton Beach
Public Works
222 NE 9th Avenue
Boynton Beach, FL 33435

RE: Factory Authorized Parts and Service in Florida

Dear Ms. Greco-Arencibia,

This letter is to advise you that South Florida Emergency Vehicles is the only authorized distribution source for providing authentic replacement parts and performing warranty work on your Sutphen Fire Trucks for the state of Florida.

Furthermore, South Florida Emergency Vehicles has the only factory trained technicians qualified to carry out service repairs to ensure warranties remain intact.

If you have any questions or concerns, please let me know.

Best Regards,

Clark A. Green
Lead Sales Application Engineer (South East territory)

Sutphen Corporation
PO Box 158 • Amlin, OH 43002-0158
6450 Eiterman Road • Dublin, OH 43016-8711
Tel 614 889-1005 • **Toll Free** 800 848-5860 • **Fax** 614 889-0874
www.sutphen.com • Sutphen@sutphencorp.com

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/16/2017

REQUESTED ACTION BY COMMISSION:
Accept the written report to the Commission for purchases over $10,000 for the month of April 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 April 2017:

Purchase Order	Vendor	Amount
170602	RDK Truck Sales & Service	$ 14,000.00
170835	Pantropic Power, Inc.	$ 16,901.00
170988	Tyco Integrated Security	$ 23,030.94
170993	Ferguson Underground Inc.	$ 11,699.00
171027	Coastal Millworks, Inc.	$ 10,850.00
171039 & 171040	Hartzell Construction, Inc.	$ 11,270.00
171057	Waco Filters Corp.	$ 10,035.00

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 Backup - April 2017

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	5/5/2017 - 1:51 PM
Finance	Howard, Tim	Approved	5/5/2017 - 1:51 PM
City Manager	LaVerriere, Lori	Approved	5/9/2017 - 7:21 PM

CITY OF BOYNTON BEACH
APPROVED REQUESTS FOR PURCHASES OVER $10,000
FOR APRIL 2017

1. Vendor: RDK Truck Sales & Service **Purchase Amount:** $14,000.00

Requesting Department: Public Works **Contact Person:** Bill Darty
Date: Change Order - 4/7/17

Brief Description of Purchase:
Original purchase order was in the amount of $7,403 and a change order in the amount of $6,597 was requested bringing the total purchase order to $14,000. This PO is for the rental of the roll off truck needed.

Source for Purchase: Emergency Purchase **Fund Source:** 431-2515-534-49-17

2. Vendor: Pantropic Power, Inc. **Purchase Amount:** $16,901.00

Requesting Department: Utilities **Contact Person:** Michael Low
Date: Change Order - 4/7/17

Brief Description of Purchase:
Original purchase order was in the amount of $9,801 and a change order in the amount of $7,100 was requested bringing the total purchase order to $16,901. This PO is for an emergency generator rental for the East Water Treatment Plant.

Source for Purchase: Emergency Purchase **Fund Source:** 401-2811-536-44-30

3. Vendor: Tyco Integrated Security **Purchase Amount:** $23,030.94

Requesting Department: Police **Contact Person:** Capt. Zeller
Date: 4/10/17

Brief Description of Purchase:
This purchase order is for a new security camera system that will not only replace our current cameras, but will enhance our security perimeter. This will allow for additional exterior cameras, camera within our interview rooms for investigations and superior quality for overall security. This system is also removable and would be compatible for the future town square project.

Source for Purchase: Piggyback NJPA
Contract #031913-TIS

Fund Source: 691-5000-590-01-27 - $13,472.55
001-2112-521-49-17 - $4,558.39
001-2110-521-49-17 - $5,000.00

4. Vendor: Ferguson Underground Inc. **Purchase Amount:** $11,699.00

Requesting Department: Warehouse **Contact Person:** Mike Dauta
Date: 4/13/17

Brief Description of Purchase:
Purchase of flushing device to flush poor quality water from the distribution system.

Source for Purchase: Three Written Quotes **Fund Source:** 401-2810-536-63-14

5. Vendor: Coastal Millworks, Inc. **Purchase Amount:** $10,850.00

Requesting Department: Public Works **Contact Person:** Terry Hillman
Date: 4/19/17

Brief Description of Purchase:
Replace and repair two sets of double doors and repair the lockrail on the single emergency door unit at the Schoolhouse Childrens Museum. The work is being completed by Coastal Millworks, Inc., which is the manufacturer that made all of the doors and windows for the 1913 Museum. These are specialized doors hand made that meet the requirements for the historical needs of the building. The current doors are warped and very difficult to open which causes a hazard in the event of an emergency exit.

Source for Purchase: Other **Fund Source:** 001-2511-519-46-10

6. Vendor: Hartzell Construction, Inc. **Purchase Amount:** $11,270.00

Requesting Department: Public Works **Contact Person:** Gail Mootz
Date: 4/21/17

Brief Description of Purchase:
PO #171039 - $7,385.00 - To paint City Hall interior lobby.
PO #171040 - $3,885.00 - To paint City Hall exterior walls.

Source for Purchase: Piggyback City of Miami Beach Contract #ITB-2014-191-SW **Fund Source:** 001-2511-519-46-10

7. Vendor: Waco Filters Corp. **Purchase Amount:** $10,035.00

Requesting Department: Utilities **Contact Person:** Leon Liberus
Date: 4/26/17

Brief Description of Purchase:
Replacement cartridge filters required for membrane pre-treatment process.

Source for Purchase: Piggyback Martin Co. Bid #RFB2012-2551 **Fund Source:** 401-2811-536-52-75

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. #: 170602
DATE: 12/08/16

VENDOR 9814

TO: RDK TRUCK SALES & SERVICE
3214 ADAMO DR
TAMPA, FL 33605

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 67935	ORDERING DEPARTMENT: FLEET/AGGA		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
		********** * CHANGE #: 2 * * CHANGE ORDER * * DATE CHG: 04/07/17 * **********		
3	6597.00 DL	CHANGE ORDER 2 - MARCH RENTAL & TRANSPORTATION CHARGE.	1.0000	6597.00

REMARKS:
1/31/17: DECREASE PO $397.00
4/7/17: INCREASE PO $6,597.00

PROCUREMENT SERVICES:		P.O. TOTAL: 6597.00
ACCOUNT NO. 431-2515-534.49-17	PROJECT	

Krasnoff, Leah

From: Roberts, Christine
Sent: Wednesday, April 05, 2017 1:49 PM
To: Krasnoff, Leah
Cc: Greco-Arencibia, Adrianna
Subject: FW: RDK PO #170602 - Increase
Attachments: Message from KM_C368

Importance: High

Leah,
Please increase the PO to RDK as indicated below.

Thank you.

APPROVALS
City Manager LK Date 9/7/17
Finance Dept [illegible] Date 4/6/17
~~Risk Manager~~ Date
~~City Attorney~~ Date

Christine Roberts
Assistant Public Works Director
Public Works, Administration
City of Boynton Beach
222 N.E. 9th Ave. | Boynton Beach, Florida 33435
561-742-6203
RobertsC@bbfl.us | http://www.boynton-beach.org/

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From: Greco-Arencibia, Adrianna
Sent: Wednesday, April 05, 2017 10:58 AM
To: Roberts, Christine
Subject: FW: RDK PO #170602 - Increase
Importance: High

7403
+ 6597
$14,000.00

Chris,

I don't see where the request for the increase was sent to Leah. Can you please send the request to Leah for the increase as indicated below, we have a pending invoice that we need to process for payment.

I've attached the invoices and over $10,000 form. Thank you

Adrianna Greco-Arencibia
Administrative Assistant
Public Works / Solid Waste
City of Boynton Beach
222 N.E. 9th Ave. | Boynton Beach, Florida 33435
561-742-6596 | 561-742-6211
Greco-ArencibiaA@bbfl.us | http://www.boynton-beach.org/

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From: Darty, Bill
Sent: Friday, March 17, 2017 12:33 PM
To: Greco-Arencibia, Adrianna; Roberts, Christine
Subject: RE: RDK PO #170602 - Increase

This is the roll off I do believe.

William Darty
Fleet Administrator CAFM
Public Works, Fleet Maintenance
City of Boynton Beach
Boynton Beach, Florida 33435
561-742-6215
DartyW@bbfl.us | http://www.boynton-beach.org/

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From: Greco-Arencibia, Adrianna
Sent: Friday, March 17, 2017 12:19 PM
To: Roberts, Christine
Cc: Darty, Bill
Subject: RDK PO #170602 - Increase
Importance: High

Chris,

Please approve Bill's request to increase the above PO for the rental of the automated side loader. Attached are the invoices to support the increase requested & the over $10,000 form. Thank you

Adrianna Greco-Arencibia
Administrative Assistant
Public Works / Solid Waste
City of Boynton Beach
222 N.E. 9th Ave. | Boynton Beach, Florida 33435
561-742-6596 | 561-742-6211
Greco-ArencibiaA@bbfl.us | http://www.boynton-beach.org/

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From: Darty, Bill
Sent: Tuesday, March 14, 2017 10:15 AM
To: Greco-Arencibia, Adrianna
Subject: PO 170602

Please increase P.O. 170602 by $6597.00, this cover the remaining $97.00 on transportation and $6500.00 for the month of March. The new total should be approximately $14,000.00.

Thanks,

Bill

William Darty
Fleet Administrator CAFM
Public Works, Fleet Maintenance
City of Boynton Beach
Boynton Beach, Florida 33435
561-742-6215
DartyW@bbfl.us | http://www.boynton-beach.org/

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

Date: 3/14/2017

Requesting Department: Public Works/Fleet **Contact Person:** Bill Darty

Explanation for Purchase:
Rental PO will go over $10,000.00 when we add in March's rental of $6,500.00 for RDK for the Roll off truck.

Recommended Vendor RDK

Dollar Amount of Purchase $14,000.00

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	XXX	Other	

Contract Number: _____

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:

431 - 2515 - 534 - 49 - 17

Approvals:

Department Head	Christine Roberts	Date	03/17/2017
Purchasing Agent	[illegible]	Date	4/6/17
Asst City Manager		Date	
City Manager	Lou LeVasseur	Date	4/7/17

Form Revised 02/01/02

RDK Assets LLC

3214 Adamo Dr
Tampa, FL 33605

813-241-0711

Invoice

(561) 742-6294 PACIELLOJ@BBFL.US

Total

www.rdk.com

RDK Assets LLC

3214 Adamo Dr
Tampa, FL 33605

813-241-0711

Invoice

Date	Invoice #
[illegible]	[illegible]
Account #	[illegible]

Bill To
CITY OF BOYNTON BEACH [illegible] AVE BOYNTON BEACH, FL [illegible]

Ship To
CITY OF BOYNTON BEACH [illegible] AVE BOYNTON BEACH, FL [illegible]

(561) 742-6294 PACIELLOJ@BBFL.US

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project #	Due Date
[illegible]	[illegible]	[illegible]	[illegible]				[illegible]

Item Code	Quantity	Description	Price Each	Amount
[illegible]		[illegible]	[illegible]	[illegible]

Thank you for your business.

Total [illegible]

www.rdk.com

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. #: 170835
DATE: 02/23/17

VENDOR 16507

TO: PANTROPIC POWER, INC
8205 NW 58TH STREET
MIAMI, FL 33166

SHIP TO:
City of Boynton Beach
EAST WATER PLANT
1620 S. SEACREST BLVD.
BOYNTON BEACH, FL 33435

REQUISITION NO. 68414	ORDERING DEPARTMENT: UTILITIES ADMIN/EWTP 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
		********** * CHANGE #: 2 * * CHANGE ORDER * * DATE CHG: 04/07/17 * **********		
6	7100.00 DL	CHANGE ORDER 2 - ADD'L RENTAL FEES	1.0000	7100.00

REMARKS:
EMERGENCY GENERATOR RENTAL FOR THE EWTP.
QUOTE #RAG02172017-1
2-28-17: CHANGE ORDER 1 - ADD $840.00 for 14 cables.
4/7/17: CHANGE ORDER 2 - INCREASE PO $7,100 FOR ADDITIONAL RENTAL FEES.

PROCUREMENT SERVICES:		P.O. TOTAL:	7100.00
ACCOUNT NO. 401-2811-536.44-30	PROJECT		

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

Date: 4-Apr-17

Requesting Department: Utilities-PWT East **Contact Person:** M. Low

Explanation for Purchase:
Emergency Generator rental for EWTP. Quote #RAG02172017-1 Electrica lfailure to existing 1250 KW Baldor Generator. Back up power required for Water Plant Permit. Existing PO # 170835

Original PO = $ 9801.00
Change Order = $ 7,100.00

Recommended Vendor Pantropic Power, Inc # 16507

Dollar Amount of Purchase $16,901.00

Source for Purchase (check and attach backup materials):

Three Written Quotations	X	GSA	
State Contract		PRIDE/RESPECT	
SNAPS		Sole Source	
Piggy-Back		Budgeted Item	
Emergency Purchase		Other	

Contract Number: _____

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:
401-2811-536-44-30

Approvals:

Department Head	[signature]	Date	4-5-17
Purchasing Agent	[signature]	Date	4/6/17
Asst City Manager		Date	
City Manager	[signature]	Date	4/7/17

Form Revised 02/01/02

Krasnoff, Leah

From: Baca, Fabio
Sent: Tuesday, April 04, 2017 2:01 PM
To: Krasnoff, Leah
Cc: Roberts, Melissa
Subject: FW: PO 170835
Attachments: SKM_C454e17040412540.pdf

Importance: High

Leah – would you please process a $7,100 change order for PO# 170835

The rental needed to be extended (please see attachment)

Thanks

FB

9801.00
7100.00
$16,901.00

APPROVALS

City Manager _____ Date 4/7/17
Finance Dept. _____ Date 4/6/17
Risk Manager _____ Date _____
City Attorney _____ Date _____

Fabio Baca
Accountant
Boynton Beach Utilities
City of Boynton Beach
100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435
561-742-6315
bacaf@bbfl.us | http://www.boynton-beach.org/

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From: Roberts, Melissa
Sent: Tuesday, April 04, 2017 1:39 PM
To: Baca, Fabio
Subject: PO 170835
Importance: High

Pantropic Power, Inc PO 170835 has $ 840.00 left. 401-2811-536-44-30

We are still renting the unit for $7866.00 monthly. Please create a change order so I can receive on this invoice.

Thank you

Melissa Roberts
Administrative Associate
Boynton Beach Utilities
City of Boynton Beach
124 E. Woolbright Rd. | Boynton Beach, Florida 33435
561???742???6451
RobertsMe@bbfl.us | http://www.boynton???beach.org/

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PANTROPIC POWER CAT

ONE SOURCE·ONE CALL·ONE SOLUTION™
www.PantropicPower.com

Ft. Lauderdale	Ft. Myers	Miami	Stuart	West Palm Bch
954-797-7872	239-337-4222	305-592-4944	772-692-3442	561-640-0818

Invoice

Invoice No. .....: R004355
Invoice Date .....: 3/28/2017
Customer No. .....: 3516800
Payment Terms .....: Net 30 days
Order No .....: 170835
Invoice Due Date .....: 4/27/2017
Invoice Amount .....: 7,866.00

Sold To: City Of Boynton Beach
PO BOX 310
Boynton Beach, FL 33425

Ship To: City Of Boynton Beach
East Water Plant
1620 S. Seacrest Blvd
Boynton Beach FL 33435

Jobsite	Customer Contact Name	Customer Contact No.
City of Boynton Beach East Wat East Water Plant 1620 S. Seacrest Blvd	Michael Low	561-742-6403

Contact	Phone No.	Division
Clements, Kimmy D.		Rental
Contract No	**From**	**To**
RC02186	3/27/2017	4/23/2017

Make	Model	Serial No.	ID No.	Rate Type	Fee Type	Note	Amount
CAT	XQ1000_NC	SXC01141	EQ010587	Standby	Rental fee		6,600.00
	4_Odd_50_Ft			Standby	Rental fee		1,200.00
					Environmental fee		66.00

Invoice Notes : 2nd Month Invoice

******Thank You*******
Any questions or suggestions visit www.pantropic.com

Total 7,866.00

RECEIVED

CITY OF BOYNTON BEACH UTILITIES

Tax Exemption No. 600411645154C
Remit Payment To: Attn: A/R
8205 NW 58 St
Miami FL 33166

Invoice amount 7,866.00

OK
CJR
4/4/17

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. #: 170988
DATE: 04/10/17

VENDOR 35

TO: TYCO INTEGRATED SECURITY
TYCO FIRE & SECURITY MGMT
6931 VISTA PARKWAY N. #16
WEST PALM BEACH, FL 33411

SHIP TO:
City of Boynton Beach
POLICE DEPARTMENT
100 E. BOYNTON BCH. BLVD.
BOYNTON BEACH, FL 33435

REQUISITION NO.	ORDERING DEPARTMENT:		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00	EA	HYB 2U RECORDER 8IP LIC 64 MAX 16 ANALOG VENDOR ITEM NO.- 160818TR2A	10196.8900	10196.89
2	1.00	EA	22 IN W LCD 1920X1080 FHY LED VENDOR ITEM NO.- ADLCD22MPB	393.3400	393.34
3	1.00	EA	ARTICUALTING WALL MOUNT FOR DISPLAY VENDOR ITEM NO.- ADWA1TR75100B	91.3000	91.30
4	2.00	EA	DISCOVER 750 700TVL BULLET VENDOR ITEM NO.- ADCA75BWO3RN	601.0600	1202.12
5	500.00	EA	24-4P UTP CMP SOL BC CAT5E VENDOR ITEM NO.- 710536EWTA	.3000	150.00
6	500.00	EA	24-4P UTP CMP SOL BC CAT5E VENDOR ITEM NO.- 710536EWTA	.3000	150.00
7	1000.00	EA	24-4P UTP OUTSIDE PLANT CABLE SOL BC VENDOR ITEM NO.- 710548EDB	.3700	370.00
8	500.00	EA	SIAMESE RG59 20 SOL BC FFEP VENDOR ITEM NO.- 808050	.5900	295.00
9	3.00	EA	ILLUSTRA ESSENTIALS 1MP BULLET 2.8-12MM VENDOR ITEM NO.- IES01B1BNWIYA	323.9100	971.73
10	2.00	EA	AXIS COM M1065 L CUBE CAMERA INSOOR DN VENDOR ITEM NO.- 0811-001	304.5300	609.06
11	300.00	EA	CONDUIT VENDOR ITEM NO.- LOCAL	1.1400	342.00
12	2.00	EA	DISCOVER 750 700TVL BULLET OUTDOOR TDN WDR VENDOR ITEM NO.- ADCA75BWO3RN	311.9500	623.90

PROCUREMENT SERVICES:		P.O. TOTAL:
ACCOUNT NO. SEE BELOW	PROJECT	

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. #: 170988
DATE: 04/10/17

VENDOR 35

TO: TYCO INTEGRATED SECURITY
TYCO FIRE & SECURITY MGMT
6931 VISTA PARKWAY N. #16
WEST PALM BEACH, FL 33411

SHIP TO:
City of Boynton Beach
POLICE DEPARTMENT
100 E. BOYNTON BCH. BLVD.
BOYNTON BEACH, FL 33435

REQUISITION NO.	ORDERING DEPARTMENT:		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
13	7635.60	DL	INSTALLATION AND LABOR	1.0000	7635.60

REMARKS:
SECURITY CAMERA SYSTEM
PIGGYBACK NJPA CONTRACT #031913-TIS
DO NOT MAIL PO - P.D. WILL SEND TO VENDOR

PROCUREMENT SERVICES:		P.O. TOTAL:	23030.94
ACCOUNT NO. SEE BELOW	PROJECT		

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. #: 170988
DATE: 04/10/17

VENDOR 35

TO: TYCO INTEGRATED SECURITY
TYCO FIRE & SECURITY MGMT
6931 VISTA PARKWAY N. #16
WEST PALM BEACH, FL 33411

SHIP TO:
City of Boynton Beach
POLICE DEPARTMENT
100 E. BOYNTON BCH. BLVD.
BOYNTON BEACH, FL 33435

REQUISITION NO.	ORDERING DEPARTMENT:		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST

****
* ACCOUNTING INFORMATION ONLY - DO NOT SEND THIS PAGE TO THE VENDOR*
****

REQ/ACCT	DATE	REQ. BY	PROJECT	AMOUNT
0000068606 69150005900127	03/14/17	POLICE		13472.55
0000068606 00121125214917	03/14/17	POLICE		4558.39
0000068606 00121105214917	03/14/17	POLICE		5000.00

PROCUREMENT SERVICES:		P.O. TOTAL:
ACCOUNT NO.	PROJECT	

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

Date: 3/15/2017

Requesting Department: POLICE **Contact Person:** ZELLER

Explanation for Purchase:
This purchase is for a new security camera system that will not only replace our current cameras, but will enhance our security perimeter. This will allow for additional exterior cameras, camera within our interview rooms for investigations and superior quality for overall security. This system is also removable and would be compatible for the future town square project.

Recommended Vendor Tyco Integrated Security

Dollar Amount of Purchase 23,030.94

Source for Purchase (check and attach backup materials):

Three Written Quotations	☐	GSA	☐
State Contract	☐	PRIDE/RESPECT	☐
SNAPS	☐	Sole Source	☐
Piggy-Back	☒	Budgeted Item	☐
Emergency Purchase	☐	Other	☐

Contract Number: NJPA 031913 TIS

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:
Account number 001-2110-521-49-17 (installation), 001-2112-521-49-17 and 691-5000-590-01-27

Approvals:

Department Head		Date 03.15.17
Purchasing Agent		Date 4/5/17
Asst City Manager		Date
City Manager		Date 4/6/17

Form Revised 02/01/02

PURCHASE REQUISITION NBR: 0000068606

REQUISITION BY: POLICE

STATUS: DEPT APPROVAL
REASON: SECURITY CAMERA SYSTEM

SHIP TO LOCATION: POLICE

SUGGESTED VENDOR: 35 TYCO INTEGRATED SECURITY

DATE: 3/14/17

DELIVER BY DATE: 3/31/17

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER

REQUISITION TOTAL: 23030.94

REQUISITION QUOTES

	VENDOR NAME
23030.9400	TYCO

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	10196.89
2	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	393.34
3	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	91.30
4	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	1202.12
5	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	150.00
6	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	150.00
7	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	370.00
8	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	295.00
9	00121125214622	REPAIR/MAINTENANCE SRVS. COMPUTER MAINTENANCE		100.00	971.73
10	00121125214622	REPAIR/MAINTENANCE SRVS. COMPUTER MAINTENANCE		100.00	609.06
11	00121125214622	REPAIR/MAINTENANCE SRVS. COMPUTER MAINTENANCE		100.00	342.00
12	00121105215415	MACHINERY AND EQUIPMENT COMPUTER EQUIPMENT		100.00	7635.60
13	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	623.90
					23030.94

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

NJPA CONTRACT 031913-TIS

J.S.V.P. 03.15.17

Risk Mgt

4/5/17

4-10-17

PURCHASE REQUISITION NBR: 0000068606

REQUISITION BY: POLICE

STATUS: DEPT APPROVAL
REASON: SECURITY CAMERA SYSTEM

SHIP TO LOCATION: POLICE

SUGGESTED VENDOR: 35 TYCO INTEGRATED SECURITY

DATE: 3/14/17

DELIVER BY DATE: 3/31/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER

REQUISITION TOTAL: 23030.94

REQUISITION QUOTES

	VENDOR NAME
23030.9400	TYCO

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	10196.89
2	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	393.34
3	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	91.30
4	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	1202.12
5	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	150.00
6	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	150.00
7	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	370.00
8	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	295.00
9	00121125214622 4917	REPAIR/MAINTENANCE SRVS. COMPUTER MAINTENANCE		100.00	971.73
10	00121125214622 4917	REPAIR/MAINTENANCE SRVS. COMPUTER MAINTENANCE		100.00	609.06
11	00121125214622 4917	REPAIR/MAINTENANCE SRVS. COMPUTER MAINTENANCE		100.00	342.00
12	00121105219415 4917	MACHINERY AND EQUIPMENT COMPUTER EQUIPMENT		100.00	7635.60
13	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	623.90
					23030.94

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

NJPA CONTRACT 031913-TIS

APPROVALS

J.S. 03.15.17

Risk Mgt

4/5/17

PURCHASE REQUISITION NBR: 0000068606

REQUISITION BY: POLICE

STATUS: DEPT APPROVAL
REASON: SECURITY CAMERA SYSTEM

SHIP TO LOCATION: POLICE

DATE: 3/14/17

SUGGESTED VENDOR: 35 TYCO INTEGRATED SECURITY

DELIVER BY DATE: 3/31/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	HYB 2U RECORDER 8IP LIC 64 MAX 16 ANALOG COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	1.00	EA	10196.8900	10196.89	160818TR2A
2	22 IN W LCD 1920X1080 FHY LED COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	1.00	EA	393.3400	393.34	ADLCD22MPB
3	ARTICUALTING WALL MOUNT FOR DISPLAY COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	1.00	EA	91.3000	91.30	ADWA1TR75100B
4	DISCOVER 750 700TVL BULLET COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	2.00	EA	601.0600	1202.12	ADCA75BWO3RN
5	24-4P UTP CMP SOL BC CAT5E COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	500.00	EA	.3000	150.00	710536EWTA
6	24-4P UTP CMP SOL BC CAT5E COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	500.00	EA	.3000	150.00	710536EWTA
7	24-4P UTP OUTSIDE PLANT CABLE SOL BC COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	1000.00	EA	.3700	370.00	710548EDB
8	SIAMESE RG59 20 SOL BC FFEP COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	500.00	EA	.5900	295.00	808050
9	ILLUSTRA ESSENTIALS 1MP BULLET 2.8-12MM COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	3.00	EA	323.9100	971.73	IES01B1BNWIYA
10	AXIS COM M1065 L CUBE CAMERA INSOOR DN COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	2.00	EA	304.5300	609.06	0811-001
11	CONDUIT COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	300.00	EA	1.1400	342.00	LOCAL
12	INSTALLATIOIN AND LABOR COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	1.00	EA	7635.6000	7635.60	NA
13	DISCOVER 750 700TVL BULLET OUTDOOR TDN WDR COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	2.00	EA	311.9500	623.90	ADCA75BWO3RN

PURCHASE REQUISITION NBR: 0000068606

REQUISITION BY: POLICE

STATUS: DEPT APPROVAL
REASON: SECURITY CAMERA SYSTEM

SHIP TO LOCATION: POLICE

SUGGESTED VENDOR: 35 TYCO INTEGRATED SECURITY

DATE: 3/14/17

DELIVER BY DATE: 3/31/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER

REQUISITION TOTAL: 23030.94

REQUISITION QUOTES

	VENDOR NAME
23030.9400	TYCO

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	10196.89
2	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	393.34
3	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	91.30
4	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	1202.12
5	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	150.00
6	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	150.00
7	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	370.00
8	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	295.00
9	00121125214917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	971.73
10	00121125214917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	609.06
11	00121125214917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	342.00
12	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	623.90
13	00121105214917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		65.48	5000.00
13	00121125214917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		34.52	2635.60
					23030.94

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

NJPA CONTRACT 031913-TIS

Correct one

PURCHASE REQUISITION NBR: 0000068606

REQUISITION BY: POLICE

STATUS: DEPT APPROVAL
REASON: SECURITY CAMERA SYSTEM

SHIP TO LOCATION: POLICE

SUGGESTED VENDOR: 35 TYCO INTEGRATED SECURITY

DATE: 3/14/17

DELIVER BY DATE: 3/31/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	HYB 2U RECORDER 8IP LIC 64 MAX 16 ANALOG COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	1.00	EA	10196.8900	10196.89	160818TR2A
2	22 IN W LCD 1920X1080 FHY LED COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	1.00	EA	393.3400	393.34	ADLCD22MPB
3	ARTICUALTING WALL MOUNT FOR DISPLAY COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	1.00	EA	91.3000	91.30	ADWA1TR75100B
4	DISCOVER 750 700TVL BULLET COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	2.00	EA	601.0600	1202.12	ADCA75BWO3RN
5	24-4P UTP CMP SOL BC CAT5E COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	500.00	EA	.3000	150.00	710536EWTA
6	24-4P UTP CMP SOL BC CAT5E COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	500.00	EA	.3000	150.00	710536EWTA
7	24-4P UTP OUTSIDE PLANT CABLE SOL BC COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	1000.00	EA	.3700	370.00	710548EDB
8	SIAMESE RG59 20 SOL BC FFEP COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	500.00	EA	.5900	295.00	808050
9	ILLUSTRA ESSENTIALS 1MP BULLET 2.8-12MM COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	3.00	EA	323.9100	971.73	IES01B1BNWIYA
10	AXIS COM M1065 L CUBE CAMERA INSOOR DN COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	2.00	EA	304.5300	609.06	0811-001
11	CONDUIT COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	300.00	EA	1.1400	342.00	LOCAL
12	DISCOVER 750 700TVL BULLET OUTDOOR TDN WDR COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	2.00	EA	311.9500	623.90	ADCA75BWO3RN
13	INSTALLATION AND LABOR COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	7635.60	DL	1.0000	7635.60	

PURCHASE REQUISITION NBR: 0000068606

REQUISITION BY: POLICE

STATUS: DEPT APPROVAL
REASON: SECURITY CAMERA SYSTEM

SHIP TO LOCATION: POLICE

DATE: 3/14/17

SUGGESTED VENDOR: 35 TYCO INTEGRATED SECURITY

DELIVER BY DATE: 3/31/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER

REQUISITION TOTAL: 23030.94

REQUISITION QUOTES

	VENDOR NAME
23030.9400	TYCO

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	10196.89
2	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	393.34
3	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	91.30
4	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	1202.12
5	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	150.00
6	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	150.00
7	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	370.00
8	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	295.00
9	00121125214917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	971.73
10	00121125214917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	609.06
11	00121125214917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	342.00
12	00121105216415	MACHINERY AND EQUIPMENT COMPUTER EQUIPMENT		65.48	5000.00
12	00121125214917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		34.52	2635.60
13	69150005900127	RESERVE-SPECIAL PROGRAM COMMUNICATIONS 1250 TRUST		100.00	623.90
					23030.94

4/9/17

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

NJPA CONTRACT 031913-TIS

Please Return to PD

PURCHASE REQUISITION NBR: 0000068606

REQUISITION BY: POLICE

STATUS: DEPT APPROVAL
REASON: SECURITY CAMERA SYSTEM

SHIP TO LOCATION: POLICE

SUGGESTED VENDOR: 35 TYCO INTEGRATED SECURITY

DATE: 3/14/17
DELIVER BY DATE: 3/31/17

Leah,
I made corrections to the account numbers based on the Budget transfer. Please see lines 9-12 for Changes, line 12 has 2 Account #'s now

LINE NBR	DESCRIPTION			UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	HYB 2U RECORDER 8IP LIC 64 MAX 16 COMMODITY: OFFICE SUPPLIES, GENE SUBCOMMOD: COMPUTER ACCESSORIES			6.8900	10196.89	160818TR2A
2	22 IN W LCD 1920X1080 FHY LED COMMODITY: OFFICE SUPPLIES, GENI SUBCOMMOD: COMPUTER ACCESSORIES			3.3400	393.34	ADLCD22MPB
3	ARTICUALTING WALL MOUNT FOR DISP COMMODITY: OFFICE SUPPLIES, GEN SUBCOMMOD: COMPUTER ACCESSORIES			91.3000	91.30	ADWA1TR75100B
4	DISCOVER 750 700TVL BULLET COMMODITY: OFFICE SUPPLIES, GEN SUBCOMMOD: COMPUTER ACCESSORIES			01.0600	1202.12	ADCA75BWO3RN
5	24-4P UTP CMP SOL BC CAT5E COMMODITY: OFFICE SUPPLIES, GEI SUBCOMMOD: COMPUTER ACCESSORIES			.3000	150.00	710536EWTA
6	24-4P UTP CMP SOL BC CAT5E COMMODITY: OFFICE SUPPLIES, GEI SUBCOMMOD: COMPUTER ACCESSORIE			.3000	150.00	710536EWTA
7	24-4P UTP OUTSIDE PLANT CABLE SOL BC COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES			.3700	370.00	710548EDB
8	SIAMESE RG59 20 SOL BC FFEP COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	500.00	EA	.5900	295.00	808050
9	ILLUSTRA ESSENTIALS 1MP BULLET 2.8-12MM COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	3.00	EA	323.9100	971.73	IES01B1BNWIYA
10	AXIS COM M1065 L CUBE CAMERA INSOOR DN COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	2.00	EA	304.5300	609.06	0811-001
11	CONDUIT COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	300.00	EA	1.1400	342.00	LOCAL
12	INSTALLATIOIN AND LABOR COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	1.00	EA	7635.6000	7635.60	NA
13	DISCOVER 750 700TVL BULLET OUTDOOR TDN WDR COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	2.00	EA	311.9500	623.90	ADCA75BWO3RN

tyco Integrated Security

NJPA AWARDED CONTRACT

City of Boynton Beach - Cobb PD
100 E Boynton Beach Blvd
Boynton Beach FL 33435
NJPA Member #21407

Return Purchase Order & Proposal to the Local Account Manager. Thank you!

Authorized NJPA Schedule Price Quote
CONTRACT #031913-TIS

TycoIS Local Account Mgr: Nathan Galin
Local Account Mgr Phone: 1.561-207-3535
Local Account Mgr Email: ngalin@tyco.com
SME: Steve Myers
Telephone: 901-214-2106
Email: skmyers@tyco.com
Proposal Date: 03/08/17
Proposal Name: Exacq Hybrid Video
Compass Estimate #: 1-301IF5T
Proposal Expires: 06/06/17

Proposal Prepared by:
Linda Jones
SLG Sales Support
100 Chestnut St., 16th Floor
Rochester, NY 14604
Phone: 585-613-9266
ljones@tyco.com

Installation Charges:

NJPA Schedule Products	$13,472.55
NJPA Installation Labor	$7,635.60
Sourced Goods	$1,922.79
Installation Charge Summary:	**$23,030.94**

Annual Services Options:

NJPA Item	2nd Year - Optional Annual Maintenance Charges (One-Year warranty on Equipment and Labor was included for first year)	$2,669.61
	Annual Service Charge Summary:	**$2,669.61**

Additional Notes:

Note #1: Rates assume that neither the Davis Bacon Act ("DBA"), nor any other Prevailing Wage Act applies. If this is incorrect, please advise in writing before submittal of the purchase order and provide the applicable prevailing wage determination and we will provide a revised quote.

Note #2: This proposal DOES NOT include any applicable Local, State, or Federal taxes.

Note #3: Customer to provide Power and Telco Communications.

Note #4: Please include on the Purchase Order the NJPA Contract #031913-TIS

tyco Integrated Security

NJPA AWARDED CONTRACT

City of Boynton Beach - Cobb PD
Boynton Beach FL 33435

Qty.	Model	Description	NJPA Net Price Each	NJPA Net Price Extended
1	1608-18T-R2A	HYB 2U RECORDER, 8 IP LIC (64 MAX), 16 ANALOG, 30 FPS. WIN7/LINUX 14.04/SSD	$10,196.89	$10,196.89
1	ADLCD22MPB	22in W LCD 1920x1080 FHD LED, HDMI, VGA, Y/C, 2xBNC IN w/Loop, Audio, 3D CF & DI	$393.34	$393.34
1	ADWA1TR75100B	Articualting Wall Mount for Displays up to 24 inches	$91.30	$91.30
2	ADCI600F-B521	Illustra Flex 1MP Bullet, varifocal 9-22mm	$601.06	$1,202.12
2	ADCA75BWO3RN	DISCOVER 750, 700TVL, BULLET, OUTDOOR, TDN, WDR, 9 - 22MM VF LENS, IR, NTSC	$311.95	$623.90
500	710536EWTA	24-4P UTP-CMP SOL BC CAT5E FRPO/FEP/FRLSPVC WHITE 500FT BOX NONBONDED-PAIR	$0.30	$150.00
500	710536EWTA	24-4P UTP-CMP SOL BC CAT5E FRPO/FEP/FRLSPVC WHITE 500FT BOX NONBONDED-PAIR	$0.30	$150.00
1000	710548EDB	24-4P UTP OUTSIDE PLANT CABLE SOL BC PO GEL PVC JKT CAT 5E NONBONDED PR CMR/CMX	$0.37	$370.00
500	808050	SIAMESE RG59 20 SOL BC FFEP 95 BC BRD+18-1P STR BC NAT FRPVC JKT CMP CCTV 500'	$0.59	$295.00
		Sourced Goods		
3	IES01B1BNWIYA	ILLUSTRA ESSENTIALS 1MP BULLET 2.8-12MM OUTDOOR NONVANDAL WHITE TDN W/IR W	$323.91	$971.73
2	0811-001	AXIS COMM M1065-L CUBE CAMERA INSOOR DN FIXED 2.8MM	$304.53	$609.06
300	LOCAL	CONDUIT	$1.14	$342.00
		NJPA Installation Labor		
		Installation Labor, Programming and Testing		$7,635.60
		Total		$23,030.94

CITYBOYNTONBEACH-VIDEO-EST#1-301IF5T
NJPA Contract 031913-TIS
terms and conditions apply to this purchase.

DCJS #11-1879
3/8/2017

tyco Integrated Security

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE
Our step-by-step guide

Vendor Contact Info
Steve Leitz
Direct Phone: 910.397.2556
sleitz@tyco.com
www.tycois.com

Tyco Integrated Security LLC

NJPA AWARDED CONTRACT

Contract#: 031913-TIS
Category: Technology, Security & Communication Solutions
Description: Facility Security Systems
Maturity Date: 04/23/2018

Perhaps no mission is more crucial than defending our homeland. Threats of terrorism, vandalism, theft and fraud concern Federal, State and local governments. Securing critical infrastructure, deterring crime and improving public safety are top priorities. Understanding the many government facility compliance requirements— HSPD-12, FICAM, UL 2050 and SCIF, just to name a few—can be confusing amid a shifting regulatory environment. In an emergency, the ability to command and manage the situation can be the true test of an organization's readiness to face the hazards of a changing world.

ADT Commercial Security, now Tyco Integrated Security, has a dedicated Government Systems Group expressly devoted to the people, facilities and assets within government sector. With top-tier government experience, broad resources and an established standing as one of the government's most reliable security integrators, we have proudly served for over 50 years as the government's trusted security provider.

tyco Integrated Security

Proposal for
Exacq IP Video Surveillance System
Super High Resolution Indoor and Outdoor IP Color Cameras
REVISED PROPOSAL

Date: March 8, 2017

Presented to: **City of Boynton Beach Police Department**

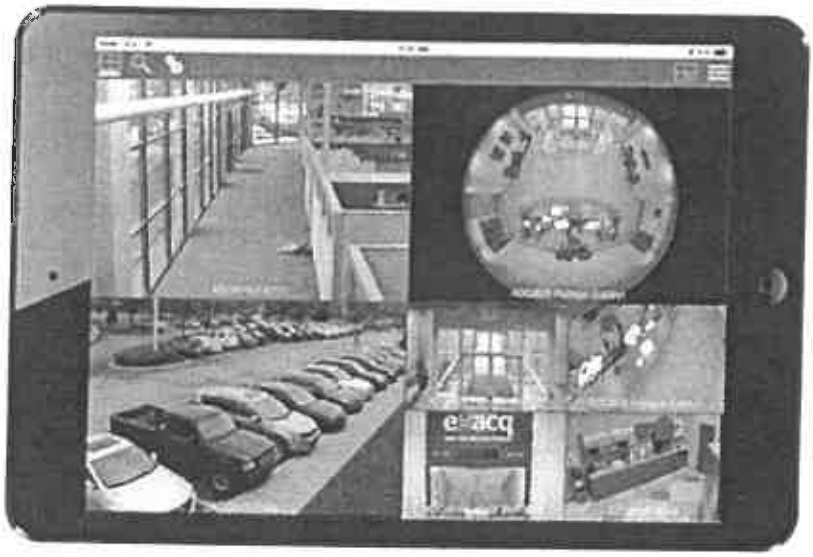
Attention: Doug Solomon

Presented by:

Nathan Galin
TYCO Commercial Senior Sales Account Executive
West Palm Beach, Florida
(612)-226-9329 – Cellular
(561)-207-3535 – Office
ngalin@tyco.com

The pricing presented is effective for a period of thirty (30) days from the above date.

ExacqVision- ELP SERIES (18TB) IP Network Video Recorder



Key Features & Benefits:

Up to 64 Cameras Per Video Server

- Continuously record up to 200Mbps of video, audio and data
- Available with 8 or 16 analog inputs
- Includes 4 IP camera licenses, expandable to 24 per video server
- Use the configuration calculator to find the perfect exacqVision server for your application

The pricing presented is effective for a period of thirty (30) days from the above date.

High Reliability

- Store up to 18 TB storage per server using continuous duty, enterprise-class hard drives
- Linux operating system pre-installed on a solid state drive
- Monitor hardware status with the free exacqVision client or e-mail notification

Unlimited Scalability

- Add unlimited servers for greater capacity or dispersed geographic location
- Easily expand license to record additional high definition IP cameras
- Easily manage multiple NVRs from a single, unified client
- Streamline the administration of many servers by upgrading toexacqVision Enterprise VMS

Powerful exacqVision Professional Video Management System (VMS) Software

- View video from Thousands of IP camera models
- Conduct investigations on recorded video, audio and data with theexacqVision Professional thumbnail and SpeedSearch tools
- Easily add camera licenses and change out cameras at any time

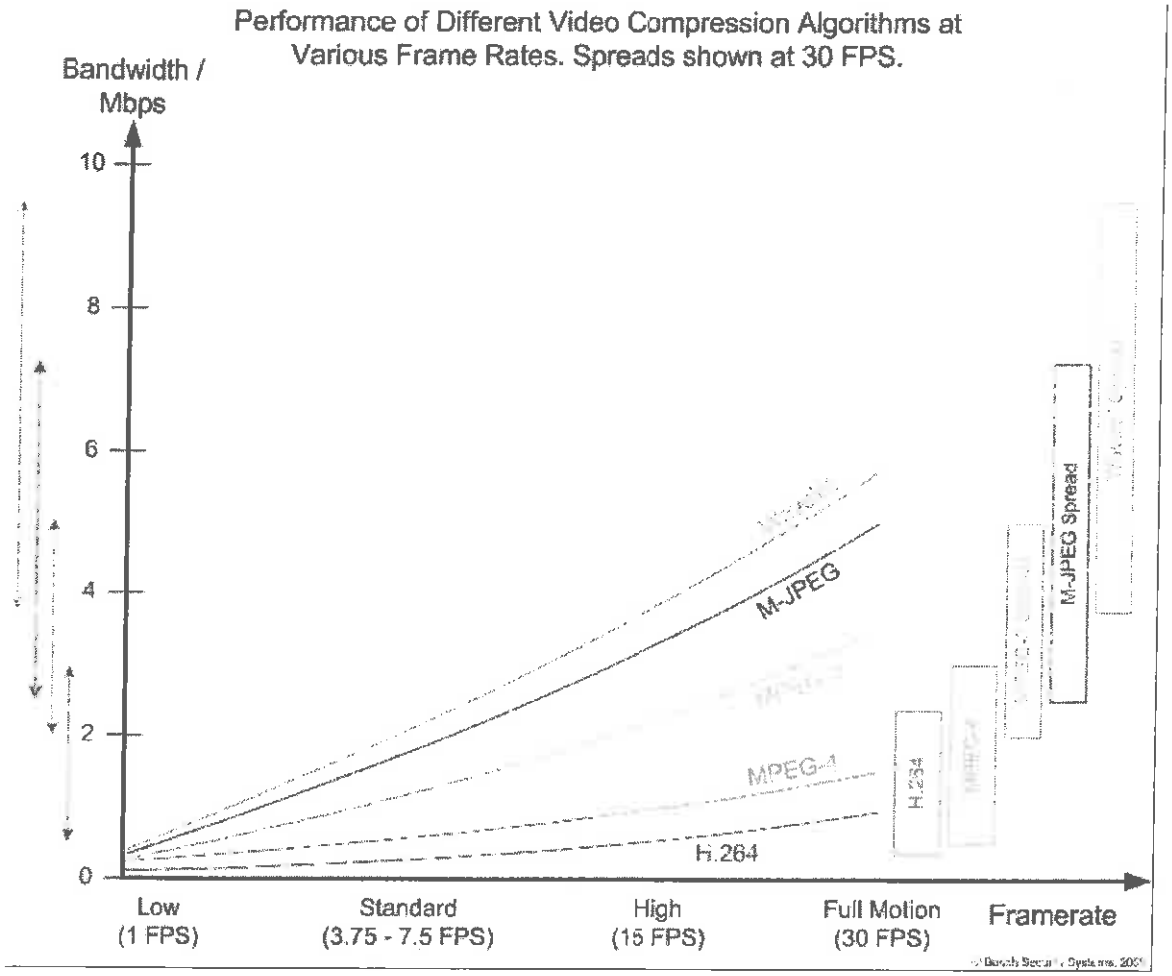
View Video From Anywhere

- Immediately view video by connecting up to two PC monitors
- View video and manage servers on multiple Windows/Linux/MAC PCs with free client software
- View live and recorded video on any browser
- View live and recorded video on iOS, Android or Windows Phone 8mobile devices with free application

• Included Mobile App — Manage and monitor video remotely at any time by Downloading the exacq mobile app for iPhone, iPad and Android devices•

The pricing presented is effective for a period of thirty (30) days from the above date.

The advanced H.264 with ISP technology compression engine allows for smaller data file sizes without significant picture quality distortion and makes it possible to store recorded images for longer periods of time.



Network load friendly

For the same amount of video data, with the same image quality, a Matrix video surveillance system supporting H.264 compression will reduce the network load compared with using conventional compression technologies. This means that much less network bandwidth is required for the video stream, resulting in a higher video quality per given bit rate.

H.264 is the new worldwide standard

With support from many industries and applications for consumer and professional needs, H.264 is expected to replace the majority of compression standards and methods used today.

Building on standards and innovative future-proof technology.

Using industry standards like H.264, Matrix is focusing on minimizing risk and maximizing reliability and stability. The use of future-proof technology ensures that Bosch can meet any new developments in the industry, meaning less risk in terms of expanding our products and systems or integrating them into existing and new installations.

American Dynamics has implemented H.264 , creating a superior recorder that generates the best possible image quality at the highest possible resolution (4CIF/D1) at a remarkable bit rate.

The pricing presented is effective for a period of thirty (30) days from the above date.

Why H.264 Technology?

1. Much Lower Bit Rates
2. Reduced Network Bandwidth
3. Can double the amount of video storage

The pricing presented is effective for a period of thirty (30) days from the above date.

SCOPE OF WORK FOR City of Boynton Beach

This proposal presented by Tyco is being provided at the request of City of Boynton Beach to successfully meet the specifications of the Boynton Beach Police - Exacq Hybrid Video Project at the 100 E Boynton Beach Blvd, Boynton Beach, FL 33435 location.

We propose to install and maintain a Video system which will consist of the following:

Contact Information:	Doug Solomon - 561-742-6180 Nathan Galin - 612-226-9329
System Operation:	Tyco installers will be replacing the customer owned DVR with an Hybrid Exacq NVR connecting the existing (16) analog cameras. Tyco installers will also be adding (8) IP cameras to the new Exacq NVR giving a total of 24 cameras to the new video surveillance system. The Boynton Beach Police Department has (2) existing monitors which will be replaced with new LCD Monitors to view the waiting area and the holding area as shown on the map. The police department would like (2) of the new IP cameras to view the parking area across the street where the police cruisers presently park. Tyco installers will be replacing one non-working analog camera with an analog bullet camera. They also would like (3) IP cameras outside of the front entrance. One camera will be viewing the east side and the other viewing south of the building and the third camera will be installed by the front entrance where they once had an analog camera. All new camera locations will be shown on the map.
Programming Info:	Tyco installer will be programming the new Exacq NVR and the two LCD monitors as previously mentioned as per customer's specifications. All cameras will be placed on "motion only" allowing the customer additional space on their hard drive. Tyco installers will make certain that customer has at least 30 days on their server.
Site Conditions:	Existing construction. All indoor cameras will have cable running above the 10' dropped ceilings and the outdoor cameras will be installed approximately 10'-12' high on the wall or ceiling with using the existing conduit where possible and running new 3/4" conduit where existing conduit doesn't exist. There should be no need for a lift and there are no unique penetrations.

The pricing presented is effective for a period of thirty (30) days from the above date.

Existing Equipment:	Customer presently has an Analog Vdieo Surveillance System with 16 analog cameras to view different areas in the Boynton Beach Police Department We will be replacing (1) non working outdoor analog bullet camera with an Illustra Essential analog outdoor bullet camera.
Customer Expectations:	Customer will need this completed as soon as possible as some of the existing cameras are not working to their specifications.
Training Expectations:	Tyco installers will train customer on all aspects of gathering information and archiving information in addition to burning CD for prosecution or internal means.
General Comments:	Should a permit be needed, this will be submitted on a separate quote. All new equipment being installed at this location will be able to be de-installed and re-installed upon the moving of the Boynton Beach Police Department at a later date.
Customer Responsibilities / Tyco Exclusions:	Customer will need a Static IP and network drop where the head-end is located. Customer does not want to have remote access to any of the cameras.
Documentation Needs:	Documentation will be left with customer at completion of the installation.

The pricing presented is effective for a period of thirty (30) days from the above date.

Boynton Beach Police - Exacq Hybrid Video System

QTY	PRODUCT CODE	DESCRIPTION
		Maintenance Quality Service Plan PROVIDED / Inspections PROVIDED
		Closed Circuit Television PROVIDED
1	ADLCD22MPB	22" LCD 1920x1080 FHD LED, HDMI, VGA, Y/C, 2xBNC IN w/Loop, Audio, 3D,CF,DI, Hard Glass Protect
1	ADWA1TR75100B	Articualting Wall Mount for Displays up to 24 inches
1	1608-18T-R2A	HYB 2U RECORDER, 8 IP LIC (64 MAX), 16 ANALOG, 30 FPS. WIN7/LINUX 14.04/SSD
2	ADCI600F-B521	Police Parking Lot east
3	IES01B1BNWIYA	Front Entry Cameras
2	ADCA75BWO3RN	Replace Analog Camera
2	779935/ANIXTER INC.	AXIS COMM 0811-001 M1065-L CUBE CAMERA INDOOR DN FIXED 2.8mm
300	Conduit	Conduit
1	Labor Adjustments	Two Man Rule pull wire through garage
1	Labor Adjustments	Remove Old Equipment
1	Programming	Programming
1	Install Training	Install Training
1	Line Item Comment	NO ESCALATION FOR THE INITIAL DURATION OF THE AGREEMENT

The pricing presented is effective for a period of thirty (30) days from the above date.

PAYMENT OPTIONS

Outright Sale Option

Provides your business with ownership of the electronic security equipment upon purchase.

Installation Investment Package: $ 22,108.41
Total Monthly Payment Including Preferred Services: $ 270.66/month

Preferred Services includes complete maintenance on all of the Video Surveillance including existing analog cameras and will also include (1) Annual Video Surveillance Inspection.

- **NO ESCALATION FOR THE INITIAL DURATION OF THE AGREEMENT**
- COMPLETE MAINTENANCE WITH ONE (1) ANNUAL VIDEO SURVEILLANCE INSPECTION

Our TYCO Preferred Service Offerings are second to none when it comes to differentiating ourselves from the competition.

Our commitment to you is to provide you with the system(s) that meet your needs and a company (TYCO) including me that will always be there to assist you whenever needed. When reviewing this proposal please keep in mind the system and the services that are provided and our commitment to you.

TYCO and I wish to thank you for allowing us to submit these proposals to you.
We will always work toward what we feel is the best applications to fit your needs within the budget set forth.

NJPA – MEMBER #21407 (ATTACHED)

Outright Sale Option

Provides your business with ownership of the electronic security equipment upon purchase.

Installation Investment Package: $ 23,030.94
Total Monthly Payment Including Preferred Services: $ 222.47/month

2nd Year - Optional Annual Maintenance Charges (One-Year warranty on Equipment and Labor was included for first year)

The pricing presented is effective for a period of thirty (30) days from the above date.

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. #: 170993
DATE: 04/13/17

VENDOR 1028

TO: FERGUSON UNDERGROUND INC.
2361 N.W. 22ND STREET
POMPANO BEACH, FL 33069-1394

SHIP TO:
City of Boynton Beach
WAREHOUSE
222 NE 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 68794	ORDERING DEPARTMENT: BILL-PHONE 561 742 6309		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	9700 INTELLIGENT FLUSHING DEVICE TRANSFERRED FROM WSO #04235 VENDOR PART #SP-K9700-I VENDOR ITEM NO.- SP-K9700-I	11699.0000	11699.00

REMARKS:
FLUSHINGS NEEDED FOR UTILITIES
PRICE INCLUDES FREIGHT
DO NOT MAIL PO - WAREHOUSE WILL SEND TO VENDOR
THIS PO REPLACES PO #170979

PROCUREMENT SERVICES:	4/13/17	P.O. TOTAL:	11699.00
ACCOUNT NO. 401-2810-536.63-14	PROJECT		

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

Date: 4/4/2017

Requesting Department: Warehouse **Contact Person:** Michael Dauta

Explanation for Purchase:
Purchase of Flushing Device to flush poor quality water from the distribution system.

Recommended Vendor Ferguson

Dollar Amount of Purchase 11,699.00

Source for Purchase (check and attach backup materials):

Three Written Quotations	X	GSA	
State Contract		PRIDE/RESPECT	
SNAPS		Sole Source	
Piggy-Back		Budgeted Item	
Emergency Purchase		Other	

Contract Number: _____

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:
401-2810-536-6314

Approvals:

Department Head		Date 4/4/17
Purchasing Agent		Date 4/6/17
Asst City Manager		Date
City Manager		Date 4/5/17

Form Revised 02/01/02

PURCHASE REQUISITION NBR: 0000068794

REQUISITION BY: BILL-PHONE 561 742 6309

STATUS: READY FOR BUYER PROCESSIN
REASON: UTL WATER DISTRIBUTION

SHIP TO LOCATION: WAREHOUSE

SUGGESTED VENDOR: 1028 FERGUSON UNDERGROUND INC.

DATE: 4/10/17

DELIVER BY DATE: 5/05/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	9700 INTELLIGENT FLUSHING DEVICE TRANSFERRED FROM WSO #04235 VENDOR PART #SP-K9700-I COMMODITY: UTILITY PIPE AND FITTINGS SUBCOMMOD: VALVES: MISCELLANEOUS	1.00	EA	11699.0000	11699.00	SP-K9700-I

REQUISITION TOTAL: 11699.00

REQUISITION QUOTES

	VENDOR	NAME
11699.0000	1028	FERGUSON UNDERGROUND INC.
11912.9700	11948	FORTILINE WATERWORKS
12247.6100		HD WATERWORKS

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	40128105366314	IMPVTS OTHER THAN BLDGS. FIRE HYDRANTS		100.00	11699.00
					11699.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

PRICING INCLUDES FREIGHT CHARGES
FERGUSON BID # B-327517
WHSE WILL PLACE ORDER WITH VENDOR

Warehouse issued original PO to Wrong Vendor
This is Corrected Vendor.

APPROVALS

City Manager LY Date 4/10/17

Finance Dept. JWH Date 4/10/17

~~Risk Manager~~ _____ Date _____

~~City Attorney~~ _____ Date _____

Requisition # 68744

VENDOR PRICE QUOTES

MATERIAL 9700 Intelligent flushing Device

1. Ferguson 11,689.00

Name: Drew, Dan **Phone** Email

2. Fortiline 11,912.97

Name: Dave **Phone** Email

3. Hd supply 12,247.61

Name: Steve **Phone** email

4. _____ _____

Name: _____ **Phone** _____

5. _____ _____

Name: _____ **Phone** _____

FERGUSON Waterworks

FEI - RIVIERA BEACH WW #1208
3697 INTERSTATE PARK RD S
RIVIERA BEACH, FL 33404

Phone: 561-844-3222
Fax: 561-848-7001

Deliver To:
From: Drew Petonick
Comments:

08:58:00 MAR 29 2017

FEI-POMPANO BEACH, FL WW #125
Price Quotation
Phone: 561-844-3222
Fax: 561-848-7001

Bid No: B327517
Bid Date: 03/29/17
Quoted By: DVP

Cust Phone: 561-742-6317
Terms: NET 10TH PROX

Customer: CITY OF BOYNTON BEACH
ATTN FINANCE DEPT
PO BOX 310
100 E BOYNTON BEACH BLVD
BOYNTON BEACH, FL 33435

Ship To: CITY OF BOYNTON BEACH
ATTN FINANCE DEPT
PO BOX 310
100 E BOYNTON BEACH BLVD
BOYNTON BEACH, FL 33435

Cust PO#: 9700-I

Job Name: STOCK

Item	Description	Quantity	Net Price	UM	Total
SP-K9700-I	9700 INTELLIGENT FLUSHING DEVICE POWER OPTION A Chlorine Analyzer set to either Free or Combined chlorine LEAD TIME: 2-3 WEEKS INCLUDES TRAINING AND SHIPPING IS INCLUDED	1	11699.000	EA	11699.00

Net Total:	$11699.00
Tax:	$0.00
Freight:	$0.00
Total:	$11699.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseleyna.com/terms_conditionsSale.html.
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

QUOTE

FORTILINE WATERWORKS

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
211593	FORTILINE RIVIERA BEACH	5630380	4/03/17	1

CUSTOMER

CITY OF BOYNTON BEACH
PO BOX 310
ACCOUNTS PAYABLE
BOYNTON BEACH, FL
33425

PROJECT INFORMATION

KUPFERLE 9700I UNIT

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
10	1	EA	KUPFERLE 9700I FLUSHING UNIT W/ POWER OPTION A PRICE ABOVE INCLUDES FFA W/ A KUPFERLE TECHNICIAN TO SUPPLY FULL TRAINING ON OPERATION OF THIS INTELLIGENT PORTABLE AUTOMATIC FLUSHING DEVICE.	11,912.9700	11,912.97
				Subtotal:	11,912.97
				Tax:	.00
				Bid Total:	11,912.97

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All material is quoted for shipment within 30 days of bid or quote date. After 30 days, ALL quote prices are subject to review, based on current market conditions.

Ent By DHG 4/03/17 10:11:04

BIDCNEW

HD SUPPLY WATERWORKS

Bid Proposal for City of Boynton Beach RFQ K9700-I

CUSTOMER

BOYNTON BEACH, CITY OF
WAREHOUSE DIVISION
222 NE 9TH AVENUE
BOYNTON BEACH, FL 33425
Contact: Jen Paciello
(T) 561-742-6294
(F) 561-742-6295
(E) Pacielloj@bbfl.us

Job
City of Boynton Beach RFQ K9700-I
Bid Date: 04/03/2017
Bid #: 289255

CONTACT

Sales Representative
Steve Havelka
(T) 561-848-4396
(F) 561-845-7267
(E) Steve.Havelka@hdsupply.com

HD Supply Waterworks
1101 W 17th St
Riviera Beach, FL 33404
(T) 561-848-4396

NOTES

HD SUPPLY WATERWORKS

Bid Proposal for City of Boynton Beach RFQ K9700-I

BOYNTON BEACH, CITY OF
Bid Date: 04/03/2017
HD Supply Bid #: 289255

HD Supply Waterworks
1101 W 17th St
Riviera Beach, FL 33404
Phone: 561-848-4396
Fax: 561-845-7267

Seq#	Qty	Description	Units	Price	Ext Price
10	1	KUPFERLE SP-K9700-I	EA	12,247.61	12,247.61
		INTELLIGENT FLUSHING DEVICE			
		W/POWER OPTION "A"			
				Sub Total	12,247.61
				Tax	0.00
				Total	12,247.61

TERMS AND CONDITIONS OF SALE("Terms")

1. All references in this document to "Seller" shall include HD Supply, Inc. and / or any parent, subsidiary or affiliate of HD Supply, Inc. (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".

2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.

3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.

4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.

5. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.

6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.

7. When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.

8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.

9. Unless otherwise agreed in writing, payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby.

10. Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.

11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to HD Supply, Inc. or to any affiliate, parent or subsidiary of HD Supply, Inc.

12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of Georgia without regard to conflicts of laws rules, and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement shall be brought in Cobb County, Georgia, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.

13. If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.

14. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.

15. The following provisions shall survive termination, cancellation and completed performance of this Agreement as long as necessary to allow the aggrieved party to fully enforce such clauses: 5, 6, 9, 10, 11 and 12.

Paciello, Jen

From: Paciello, Jen
Sent: Monday, April 03, 2017 7:40 AM
To: Fortiline (david.guthart@fortiline.com)
Subject: Quote needed

Good morning Dave,
Can you please send me a quote for the following item?
9700 Intelligent flushing device Power option A item number SP-K9700-I

Paciello, Jen

From: Paciello, Jen
Sent: Monday, April 03, 2017 7:41 AM
To: Havelka, Steve [HDS] (Steve.Havelka@hdsupply.com)
Subject: Quote needed

Good morning Steve,

Can you please send me a quote for the following item?
9700 Intelligent flushing device Power option A item number SP-K9700-I

Requisition # 68744

City of Boynton Beach

Warehouse Special Order 04235

Vendor (Only one vendor per Special Order): Ferguson

Requesting Department Use			WH Use Only		
Qty.	Item #	Description	Date	RCD	B/O
1	SP-K9700-I	9700 Intelligent Flushing Device			
		Quotes Attached.			

Requesting Department Utilities Water Distribution Date 3/29/17

Budget Account # 4 0 1 - 2 8 1 0 - 5 3 6 - 6 3 1 4 Project #
(Use only one account number per order form) (If applicable)

Department Director Signature
(Signature is required before an order can be processed)

Recipient Brandon Mingo Extension or Cell Phone 6438
(The Warehouse will deliver the order to the recipient)

Signature Print Date
(To be signed when the Warehouse delivers the order)

Reason for placing order:

All copies are to be returned to the warehouse when placing an order.

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. #: 171027
DATE: 04/19/17

VENDOR 13437

TO: COASTAL MILLWORKS, INC.
3810 CONSUMER STREET
RIVIERA BEACH, FL 33404

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 68812	ORDERING DEPARTMENT: FACILITIES/GJ		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	4825.00 DL	REPLACE AND REPAIR TWO SETS OF DOUBLE DOORS AND REPAIR THE LOCKRAIL ON THE SINGLE EMERGENCY DOOR UNIT AT THE SCHOOLHOUSE CHILDREN'S MUSEUM. **REPLACE LOCKRAILS ON EXTERIOR DOUBLE DOOR UNIT ON THE WEST SIDE OF THE BUILDING. THIS INVOLVES REMOVING THE DOORS, SEALING THE OPENING INCLUDING MAKING IT WEATHER RESISTANT, BRINGING THE DOORS BACK TO COASTAL MILLWORKS REPLACING THE LOCKRAIL, MOLDING, AND REFINISH THE EXTERIOR FACE OF THE DOORS TO MATCH EXISTING.	1.0000	4825.00
2	4225.00 DL	PERAIR LOCKRAILS ON EXTERIOR DOUBLE DOOR UNIT ON THE EAST SIDE OF THE BUILDING. THIS INVOLVES REMOVING THE DOORS, SEALING THE OPENING INCLUDING MAKING IT WEATHER RESISTANT, BRINGING THE DOORS BACK TO COASTAL MILLWORKS REPLACING THE LOCKRAIL, MOLDING, AND REFINISH THE EXTERIOR FACE OF THE DOORS TO MATCH EXISTING. TRIM INACTIVE DOOR ON EAST SIDE OF BUILDING REROUTE FOR HARDWARE AND RESEAL THE WOOD WHERE WE TRIMMED.	1.0000	4225.00
3	1800.00 DL	REPAIR LOCKRAIL ON EXTERIOR SINGLE EMERGENCY DOOR UNIT ON THE 2ND FLOOR OF THE BUILDING. THIS	1.0000	1800.00

PROCUREMENT SERVICES:	4/19/17	P.O. TOTAL:

ACCOUNT NO.
001-2511-519.46-10

PROJECT

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. #: 171027
DATE: 04/19/17

VENDOR 13437

TO: COASTAL MILLWORKS, INC.
3810 CONSUMER STREET
RIVIERA BEACH, FL 33404

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 68812	ORDERING DEPARTMENT: FACILITIES/GJ		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
			INVOLVES REMOVING THE DOORS, SEALING THE OPENING INCLUDING MAKING IT WEATHER RESISTANT, BRINGING THE DOORS BACK TO COASTAL MILLWORKS, REPLACING THE LOCKRAIL, MOLDING AND REFINISH THE EXTERIOR FACE OF THE DOORS TO MATCH EXISTING.		

REMARKS:
REPAIR & REPLACE DOORS AT SCHOOLHOUSE CHILDRENS MUSEUM.
SEE ATTACHED PROPOSAL DATED 4/6/17

PROCUREMENT SERVICES:	4/21/17	P.O. TOTAL:	10850.00
ACCOUNT NO. 001-2511-519.46-10	PROJECT		

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

Date: 4/11/2017

Requesting Department: Facilities **Contact Person:** Terry Hillman

Explanation for Purchase:
Purchase requisition to replace and repair two sets of double doors and repair the lockrail on the single emergency door unit at the Schoolhouse Childrens Museum. The work is being completed by Coastal Millworks Inc., which is the manufacturer that made all of the doors and windows for the 1913 museum. These are specialized doors hand made that meet the requirements for the historical needs of the building.
The current doors are warped and very difficult to open which causes a hazard in the event of an emergency exit.

Recommended Vendor Coastal Millworks, Inc

Dollar Amount of Purchase $10,850.00

Source for Purchase (check and attach backup materials):

Three Written Quotations		GSA	
State Contract		PRIDE	
SNAPS		RESPECT	
Piggy-Back		Sole Source	
Emergency Purchase		Other	x

Contract Number: 561-631-1803

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:
001-2511-519-46-10

Approvals:

Department Head	Christie Pokrota	Date	04/11/2017
Purchasing Agent	[illegible]	Date	4/14/17
Asst City Manager		Date	
City Manager	[illegible]	Date	4/19/17

PURCHASE REQUISITION NBR: 0000068812

REQUISITION BY: FACILITIES/CJ

STATUS: DEPT APPROVAL
REASON: REPLACE/ REPAIR TWO SETS OF DOUBLE DOORS

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 13437 COASTAL MILLWORKS, INC.

DATE: 4/10/17

DELIVER BY DATE: 4/11/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTNDD COST	VENDOR PART NUMBER
					10850.00	

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

Attached is a purchase requisition to replace and repair two sets of double doors and repair the lockrail on the single emergency door unit at the Schoolhouse Childrens Museum. The work is being completed by Coastal Millworks Inc., which is the manufacturer that made all of the doors and windows for the 1913 museum. These are specialized doors hand made that meet the requirements for the historical needs of the building.
The current doors are warped and very difficult to open which causes a hazard in the event of an emergency exit.

exp 6/7/17

*Quote Says 50% Dep.

APPROVALS

City Manager [signature] Date 4/18/17

Finance Dept. [signature] Date 4-18

Risk Manager [signature] Date 4-13-17

City Attorney _____ Date _____

PURCHASE REQUISITION NBR: 0000068812

REQUISITION BY: FACILITIES/GJ

STATUS: DEPT APPROVAL
REASON: REPLACE/ REPAIR TWO SETS OF DOUBLE DOORS

DATE: 4/10/17

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 13437 COASTAL MILLWORKS, INC.

DELIVER BY DATE: 4/11/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	REPLACE AND REPAIR TWO SETS OF DOUBLE DOORS AND REPAIR THE LOCKRAIL ON THE SINGLE EMERGENCY DOOR UNIT AT THE SCHOOLHOUSE CHILDREN'S MUSEUM. **REPLACE LOCKRAILS ON EXTERIOR DOUBLE DOOR UNIT ON THE WEST SIDE OF THE BUILDING. THIS INVOLVES REMOVING THE DOORS, SEALING THE OPENING INCLUDING MAKING IT WEATHER RESISTANT, BRINGING THE DOORS BACK TO COASTAL MILLWORKS REPLACING THE LOCKRAIL, MOLDING, AND REFINISH THE EXTERIOR FACE OF THE DOORS TO MATCH EXISTING. COMMODITY: BUILDER'S SUPPLIES SUBCOMMOD: DOOR OPERATORS	4825.00	DL	1.0000	4825.00	
2	PERAIR LOCKRAILS ON EXTERIOR DOUBLE DOOR UNIT ON THE EAST SIDE OF THE BUILDING. THIS INVOLVES REMOVING THE DOORS, SEALING THE OPENING INCLUDING MAKING IT WEATHER RESISTANT, BRINGING THE DOORS BACK TO COASTAL MILLWORKS REPLACING THE LOCKRAIL, MOLDING, AND REFINISH THE EXTERIOR FACE OF THE DOORS TO MATCH EXISTING. TRIM INACTIVE DOOR ON EAST SIDE OF BUILDING REROUTE FOR HARDWARE AND RESEAL THE WOOD WHERE WE TRIMMED. COMMODITY: BUILDER'S SUPPLIES SUBCOMMOD: DOOR OPERATORS	4225.00	DL	1.0000	4225.00	
3	REPAIR LOCKRAIL ON EXTERIOR SINGLE EMERGENCY DOOR UNIT ON THE 2ND FLOOR OF THE BUILDING. THIS INVOLVES REMOVING THE DOORS, SEALING THE OPENING INCLUDING MAKING IT WEATHER RESISTANT, BRINGING THE DOORS BACK TO COASTAL MILLWORKS, REPLACING THE LOCKRAIL, MOLDING AND REFINISH THE EXTERIOR FACE OF THE DOORS TO MATCH EXISTING. COMMODITY: BUILDER'S SUPPLIES SUBCOMMOD: DOOR OPERATORS	1800.00	DL	1.0000	1800.00	

REQUISITION TOTAL: 10850.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	00125115194610	REPAIR/MAINTENANCE SRVS. BUILDING REPAIRS		100.00	4825.00
2	00125115194610	REPAIR/MAINTENANCE SRVS. BUILDING REPAIRS		100.00	4225.00
3	00125115194610	REPAIR/MAINTENANCE SRVS. BUILDING REPAIRS		100.00	1800.00

Coastal Millworks Inc.

3810 Consumer Street
Riviera Beach, FL 33404
(561) 881-7755
(561) 881-7766 fax

AWI ARCHITECTURAL WOODWORK INSTITUTE

PROPOSAL

Contractor: CITY OF BOYNTON BEACH FLORIDA
Job Name: SCHOOLHOUSE CHILDRENS MUSEUM
Location: 128 E OCEAN AVE, BOYNTON BEACH FL 3
From: RICHARD KERPER

Date: 4/6/17

QUAN	UNIT	DESCRIPTION	UNIT MATERIAL	TOTAL MATERIAL	UNIT FINISH	TOTAL FINISH	UNIT INSTALL	TOTAL INSTALL	USE TAX	GRAND TOTAL
1	EA	REPLACE LOCKRAILS ON EXTERIOR DOUBLE DOOR UNIT ON THE WEST SIDE OF THE BUILDING. THIS INVOLVES REMOVING THE DOORS, SEALING THE OPENING INCLUDING MAKING IT WEATHER RESISTANT, BRINGING THE DOORS BACK TO COASTAL MILLWORKS REPLACING THE LOCKRAIL AND MOULDING AND REFININSH THE EXTERIOR FACE OF THE DOORS TO MATCH EXISTING.	$2,450.00	$2,450.00	$1,175.00	$1,175.00	$1,200.00	$1,200.00	$0.00	$4,825.00
1	EA	PERAIR LOCKRAILS ON EXTERIOR DOUBLE DOOR UNIT ON THE EAST SIDE OF THE BUILDING. THIS INVOLVES REMOVING THE DOORS, SEALING THE OPENING INCLUDING MAKING IT WEATHER RESISTANT, BRINGING THE DOORS BACK TO COASTAL MILLWORKS REPLACING THE LOCKRAIL AND MOULDING AND REFININSH THE EXTERIOR FACE OF THE DOORS TO MATCH EXISTING. TRIM INACTIVE DOOR ON EAST SIDE OF BUILDING, REROUTE FOR HARDWARE AND RESEAL THE WOOD WHERE WE TRIMED	$1,850.00	$1,850.00	$1,175.00	$1,175.00	$1,200.00	$1,200.00	$0.00	$4,225.00
1	EA	REPAIR LOCKRAIL ON EXTERIOR SINGLE EMERGENCY DOOR UNIT ON THE 2ND FLOOR OF THE BUILDING. THIS INVOLVES REMOVING THE DOOR, SEALING THE OPENING INCLUDING MAKING IT WEATHER RESISTANT, BRINGING THE DOORS BACK TO COASTAL MILLWORKS REPLACING THE LOCKRAIL AND MOULDING AND REFININSH THE EXTERIOR FACE OF THE DOORS TO MATCH EXISTING.	$800.00	$800.00	$550.00	$550.00	$850.00	$850.00	$0.00	$1,800.00
								FINISHED AND INSTALLED TOTAL TAX EXEMPT		$10,850.00

LEAD TIME: COMPLETION +/- 12 WEEKS FROM APPROVAL
TO BE DONE 1 OPENING AT A TIME

TERMS: 50% DEPOSIT WITH SIGNED ORDER
50% UPON COMPLETION NET 10 DAYS A.D.I.

APPROVED BY: PO # 171027
PRINT NAME:
DATE: 4/19/17

Krasnoff, Leah

From: Roberts, Christine
Sent: Tuesday, April 11, 2017 9:45 AM
To: Howard, Tim
Cc: Krasnoff, Leah; Hillman, Terry
Subject: FW: requisition #68812
Attachments: SKM_C36817041108540.pdf

Good Morning,

Attached is a purchase requisition to replace and repair two sets of double doors and repair the lockrail on the single emergency door unit at the Schoolhouse Childrens Museum. The work is being completed by Coastal Millworks Inc., which is the manufacturer that made all of the doors and windows for the 1913 museum. These are specialized doors hand made that meet the requirements for the historical needs of the building.

The current doors are warped and very difficult to open which causes a hazard in the event of an emergency exit.

I am approving the requisition now and attached to this email is a copy of the requisition, and over $10,000 form and the proposal. Please let me know if you need anything else for approval.

Thank you.

Christine Roberts
Assistant Public Works Director
Public Works, Administration
City of Boynton Beach
222 N.E. 9th Ave. | Boynton Beach, Florida 33435
561-742-6203
RobertsC@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.

From: Jackson, Gabrielle A.
Sent: Tuesday, April 11, 2017 9:37 AM
To: Roberts, Christine
Subject: requisition #68812

Please approve Requisition #68812
Replace/ Repair Two Sets Of Double Doors (Children's Museum)
Coastal Millworks, Inc

Total = $10850.00

Thank You
Gabby

Gabrielle Jackson
Administrative Associate
Public Works / Solid Waste
City of Boynton Beach
222 N.E. 9th Ave. | Boynton Beach, Florida 33435
561-742-6200 | 561-742-6211
JacksonGA@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.

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. #: 171039
DATE: 04/21/17

VENDOR 10931

TO: HARTZELL CONSTRUCTION INC
2301 NW 33 CT, STE 112
POMPANO BEACH, FL 33029

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 68845	ORDERING DEPARTMENT: FACILITIES/GJ		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	7385.00	EA	WALLS AND CEILING *FILL ALL HOLES, HAIRLINE CRACKS AND SCUFF MARKS *LIGHTLY SAND WALLS AND SOLVENT WIPE. *CAULK AROUND MOLDING WHERE NEEDED AND ALL WINDOW FRAME 360 DEGREES *PRIME WALLS WHERE NEEDED *PAINT INTERIOR WALLS AND CEILING WITH 2 COATS OF SW PRO MAR 200 LOW VOC. -DOORS JAMBS AND METAL BEAM STRUCTURE *LIGHTLY SAND AND SOLVENT WIPE *CAULK ALL CORNERS AND FILL IN HOLES WITH WOOD FILLER WHERE NEEDED *PRIME WHERE NEEDED *PAINT ALL METAL WITH DTM SEMI-GLOSS HARTZELL WILL COVER WOOD FLOORS OR CARPET WITH PROTECTIVE FLOOR PAPER AND DROP CLOTHS8COVER ALL COUNTER TOP, SHELVING AND OTHER ITEMS NOT TO BE PAINTED*REMOVE ALL ELECTRICAL PLATES #CONTRACT NO.: ITB- 2014-191-SW THIS CONTRACT SHALL REMAIN IN EFFECT FOR THREE(3) YEARS FROM DATE OF CONTRACT SEPTEMBER 10, 2014 **CITY OF BOYNTON BEACH 100 E. BOYNTON BEACH BLVD. BOYNTON BEACH, FL 33425	1.0000	7385.00

PROCUREMENT SERVICES:	4/21/17	P.O. TOTAL:	7385.00
ACCOUNT NO. 001-2511-519.46-10	PROJECT		

PURCHASING

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 171039
DATE: 04/21/17

VENDOR 10931

TO: HARTZELL CONSTRUCTION INC
2301 NW 33 CT, STE 112
POMPANO BEACH, FL 33029

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 68845	ORDERING DEPARTMENT: FACILITIES/GJ		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST

REMARKS:
PAINT CITY HALL INTERIOR LOBBY
PIGGYBACK CITY OF MIAMI BEACH
CONTRACT ITB-2014-191-SW
SEE ATTACHED QUOTE

PROCUREMENT SERVICES:	JW Hl 4/21/17	P.O. TOTAL:

ACCOUNT NO.
001-2511-519.46-10

PROJECT

PURCHASING

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

Date: 4/18/17

Requesting Department: Public Works/FAC **Contact Person:** Gail Mootz

Explanation for Purchase:

Paint interior column of City hall lobby & exterior wall above Kawall roof system
Req. # 68846 - $3885.00
Req. # 68845 - $7385.00

Recommended Vendor Hartzel Painting Contractors

Dollar Amount of Purchase $11,270.00

Source for Purchase (check and attach backup materials):

Three Written Quotations	☐	GSA	☐
State Contract	☐	PRIDE/RESPECT	☐
SNAPS	☐	Sole Source	☐
Piggy-Back	☒	Budgeted Item	☐
Emergency Purchase	☐	Other	☐

Contract Number: City of Miami Beach - ITB-2014-191-SW

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:

001-2511-519-46.10

Approvals:

Department Head		Date 4/19/17
Purchasing Agent		Date 4/24/17
Asst City Manager		Date
City Manager		Date 4/25/17

Form Revised 02/01/02

PURCHASE REQUISITION NBR: 0000068845

REQUISITION BY: FACILITIES/GJ

STATUS: DEPT APPROVAL
REASON: MIA DADE CONTRACT - PAINT CITY HALL INTERIOR LOBBY

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 10931 HARTZELL CONSTRUCTION INC

DATE: 4/13/17

DELIVER BY DATE: 4/14/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	WALLS AND CEILING *FILL ALL HOLES, HAIRLINE CRACKS AND SCUFF MARKS *LIGHTLY SAND WALLS AND SOLVENT WIPE. *CAULK AROUND MOLDING WHERE NEEDED AND ALL WINDOW FRAME 360 DEGREES *PRIME WALLS WHERE NEEDED *PAINT INTERIOR WALLS AND CEILING WITH 2 COATS OF SW PRO MAR 200 LOW VOC. -DOORS JAMBS AND METAL BEAM STRUCTURE *LIGHTLY SAND AND SOLVENT WIPE *CAULK ALL CORNERS AND FILL IN HOLES WITH WOOD FILLER WHERE NEEDED *PRIME WHERE NEEDED *PAINT ALL METAL WITH DTM SEMI-GLOSS HARTZELL WILL COVER WOOD FLOORS OR CARPET WITH PROTECTIVE FLOOR PAPER AND DROP CLOTHS&COVER ALL COUNTER TOP, SHELVING AND OTHER ITEMS NOT TO BE PAINTED*REMOVE ALL ELECTRICAL PLATES #CONTRACT NO.: ITB- 2014-191-SW THIS CONTRACT SHALL REMAIN IN EFFECT FOR THREE(3) YEARS FROM DATE OF CONTRACT SEPTEMBER 10, 2014 **CITY OF BOYNTON BEACH 100 E. BOYNTON BEACH BLVD. BOYNTON BEACH, FL 33425 COMMODITY: PAINTS,COATINGS,WALLPAPER SUBCOMMOD: PAINT & VARNISH REMOVERS	1.00	EA	7385.0000	7385.00	

exp 7/2017

REQUISITION TOTAL: 7385.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	00125115194610	REPAIR/MAINTENANCE SRVS. BUILDING REPAIRS		100.00	7385.00
					7385.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

Req. 68845 - 7385
Req. 68846 - 3885
Total $ 11,270.00

APPROVALS

City Manager [signature] Date 4/21/17
Finance Dept. [signature] Date 4/19/17
Risk Manager [signature] Date 4-19-17
~~City Attorney~~ _____ Date _____

Quality Service Integrity

HARTZELL

PAINTING CONTRACTORS

March 31, 2017

INTERIOR PAINTING CITY HALL LOUNGE

City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33425
Phone (561) 307-2185
Email: mmotzg@bbfl.us

INCLUDED AREAS:
Repaint City Hall Lounge Area.

SCOPE OF WORK IN SUMMARY

1. **Walls and Ceiling**
   a. Fill all nail holes, hairline cracks and scuff marks.
   b. Lightly sand walls and solvent wipe.
   c. Caulk around molding where needed and all window frame 360 degrees.
   d. Prime walls where needed.
   e. Paint interior walls and ceiling with 2 coats of SW Pro Mar 200 Low VOC.

2. **Doors Jambs and Metal Beam Structure**
   a. Lightly sand and solvent wipe.
   b. Caulk all corners and fill in holes with wood filler where needed.
   c. Prime where needed.
   d. Paint all metal with DTM Semi-Gloss.

NOTES:

- ***Hartzell will cover wood floors or carpet with protective floor paper and drop cloths.***
- ***Cover all counter top, shelving and other items not to be painted.***
- ***Remove all electrical plates.***

CONDITIONS

General: Hartzell will supply all materials, tools, and equipment necessary for the cleaning, preparation, sealing and painting of all surfaces specified. Hartzell will use the utmost care in the protection of the Client property including all balconies, screens, windows, walkways, shrubbery, parked vehicles, and any other property in the area; from paint and/or any other damage that might be caused during mobilization. Hartzell will be responsible for the rectification of any such damage and for the cleanup involved in the work outlined in this specification.

Labor: Hartzell will have a qualified foreman on the job at all times to ensure quality of work. This foreman will supervise the work force and the ratification of any damage (if any). All work is to be done in a professional workmanlike manner by skilled mechanics. Service will be delivered in such a way to minimize the inconvenience to the residents and/or unit owners. It is understood by both parties of this agreement that Hartzell, its agents, etc. are not employees of the Association Client. Hartzell complies with OSHA and the Construction Safety Act and is a drug-free work place.

Insurance & Licensing. Upon request, Hartzell will furnish suitable insurance certificates covering liability and property damage naming the Association Client additionally insured. Proof of Workman's Compensation coverage will be available. Policies shall be kept in force during the course of the service period. Hartzell shall further provide valid and required licenses necessary to operate in the appropriate county of work being performed.

CONTRACT VALUE

Please Initial Accept/Decline

Interior Painting: **$ 7,385.00** **Accept** _____ **Decline** _____

This proposal is subject to acceptance within thirty (30) days and is void thereafter at the option of Hartzell.

TERMS

The term "Final Completion" as used in this Agreement shall mean where the Association Client is satisfied that the work has been completed, any applicable municipality has given its final approval, and Hartzell's other obligations have been fulfilled.

All payments for goods and services rendered are due upon receipt of invoice(s). Any invoice not paid within thirty (30) days shall be subject to interest at 1.25% per month. Delinquent accounts, those not paid in forty-five (45) days, that are sent to legal collections will require the Association Client to pay legal, attorney and paralegal fees in addition to amount due and interest. In addition, legal disputes under this contract of work will be filed with the Broward County Court System. Prevailing party of any litigation will be eligible to recoup court costs, mediation fees, legal & paralegal fees and any other fees related to the claim.

This Agreement between City of Boynton Beach and Hartzell Painting Contractors is accepted

and agreed upon this 21st day of April, 2017.

City of Boynton Beach
By:

PO# 171039
(Signature)

Roof Painting by Hartzell, Inc.

Project Manager
Leo Citrangulo

MIAMIBEACH

CITY OF MIAMI BEACH
CERTIFICATION OF CONTRACT

TITLE:	For Citywide Interior and Exterior Painting and Waterproofing
CONTRACT NO.:	ITB- 2014-191-SW
EFFECTIVE DATE(S):	This Contract shall remain in effect for three (3) years from date of Contract execution by the Mayor and City Clerk, and may be renewed, at the sole discretion of the City, though it's City Manager, for two (2) additional one (1) Year periods.
SUPERSEDES:	N/A
CONTRACTOR(S):	Hartzell Painting Contractors

ESTIMATED ANNUAL CONTRACT AMOUNT: N/A

A. AUTHORITY - Upon affirmative action taken by the Mayor and City Commission of the City of Miami Beach, Florida, on September 10, 2014 for approval to award a contract, upon execution between the City of Miami Beach, Florida, and Contractor.

B. EFFECT - This Contract is entered into to provide for Citywide Interior and Exterior Painting and Waterproofing pursuant to City Invitation to Bid No. 2014-191-SW and any addenda thereto (the ITB), and Contractor's bid in response thereto (this Contract, the ITB, and Contractor's bid in response thereto may hereinafter collectively be referred to as the "Contract Documents").

C. ORDERING INSTRUCTIONS - All blanket purchase orders shall be issued in accordance with the City of Miami Beach Procurement Department policies and procedures, at the prices indicated, exclusive of all Federal, State and local taxes. All blanket purchase orders shall show the City of Miami Beach Contract Number 2014-191-SW.

D. CONTRACTOR PERFORMANCE - City of Miami Beach departments shall report any failure of Contractor's performance (or failure to perform) according to the requirements of the Contract Documents to City of Miami Beach, Anthony Kaniewski, Property Management Director at 305-673-7000 ext. 2914.

E. INSURANCE CERTIFICATE(S) - The Contractor shall file Insurance Certificates, as required, which must be signed by a Registered Insurance Agent licensed in the State of Florida, and approved by the City of Miami Beach Risk Manager, prior to delivery of supplies and/or commencement of any services/work by Contractor.

F. ASSIGNMENT AND PERFORMANCE - Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by Contractor without the prior written consent of the City. In addition, Contractor shall not subcontract delivery of supplies, or any portion of work and/or services required by the Contract Documents without the prior written consent of the City.

N. APPLICABLE LAW AND VENUE - This Contract and/or the Contract Documents shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **By entering into this Contract, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Contract and/or the Contract Documents. Contractor, shall specifically bind all subcontractors to the provisions of this Contract and the Contract Documents.**

O. AMENDMENTS - No modification, amendment, or alteration in the terms or conditions contained herein, or in the Contract Documents, shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the City and Contractor.

P. This Contract shall not be effective until all bonds and insurance(s) required under the Contract Documents have been submitted to, and approved by, the City's Risk Manager.

Q. The ITB and Contractor's bid in response thereto, are attached to this Contract and are hereby adopted by reference and incorporated herein as if fully set forth in this Contract. Accordingly, Contractor agrees to abide by and be bound by any and all of the documents incorporated by the Contract Documents. Where there is a conflict between any provision set forth within (i) this Contract; (ii) the ITB; and /or (iii) Contractor's bid in response thereto, the more stringent provision (as enforced by the City) shall prevail.

K. NOTICES - Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For City:

City of Miami Beach
Public Works-Property Management Division
1245 Michigan Avenue, Miami Beach, FL 33139
Attn: Anthony Kaniewski, Property Management. Division Director
Phone: 305-673-7000 ext. 2914
Email: AnthonyKaniewski@miamibeachfl.gov

With copies to:

City Clerk
City Clerk Office
1700 Convention Center Drive
Miami Beach, Florida 33139

For Contractor:

Hartzell Painting Contractors
2301 NW 33rd Court, Ste. 112
Pompano Beach, FL 33069
Attn: Mike Goodwin
Phone: 954-658-0515
Fax: 954-957-9766
E-mail: mgoodwin@myhartzell.com

L. MATERIALITY AND WAIVER OF BREACH - City and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

City's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

M. SEVERANCE - In the event a portion of this Contract and/or the Contract Documents is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Contractor elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

APPENDIX E
"REVISED" BID TENDER FORM

Failure to submit Bid Price Form, in its entirety and fully executed by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Bid Tender Form shall be completed mechanically or, if manually, in ink. Bid Tender Forms completed in pencil shall be deemed non-responsive. All corrections on the Bid Tender Form shall be initialed.

Item	Item Description	Price per Square Foot (SF)	Price per Square Feet (SF) Paint/Applied Coat				Price per Linear Foot (LF)
	SERVICES		EPOXY	LATEX (Acrylic, Satin, Gloss, Semi-gloss)	OIL	PRIMER	
1	PRESSURE WASHING	.02	N/A	N/A	N/A	N/A	N/A
2	SAND BLASTING	1.75	N/A	N/A	N/A	N/A	N/A
3	STRIPPING	2.50	N/A	N/A	N/A	N/A	N/A
4	JOINT SEALANT REPLACEMENT CLEAN AND SEAL	N/A	20.00	n/a	n/a	n/a	N/A
4A	TUCK POINTING TO BE PERFORMED WITH MORTAR TO MATCH EXISTING BUILDING CONDITIONS.	N/A	N/A	N/A	N/A	N/A	4.00
4B	STONE REPAIR	8.00	N/A	N/A	N/A	N/A	N/A
5A	EXTERIOR WINDOW JOINTS FRAME TO GLASS OR FRAME TO STUCCO/CONCRETE	N/A	N/A	N/A	N/A	N/A	3.50
5B	CONTROL JOINTS	N/A	N/A	N/A	N/A	N/A	20.00
5C	GENERAL CAULKING	N/A	N/A	N/A	N/A	N/A	2.00
6A	CONCRETE RESTORATION AND REPAIR	16.00	N/A	N/A	N/A	N/A	N/A
6B	STUCCO REMOVAL AND REPAIR	14.00	N/A	N/A	N/A	N/A	N/A
6C	CMU BLOCK RESTORATION AND REPAIR	100.00	N/A	N/A	N/A	N/A	N/A
6D	STEEL BEAM SUPPORT CLEAN, PRIME, PREPARATION FOR STUCCO SURFACING	2.50	N/A	N/A	N/A	N/A	N/A
6E	REBAR CLEAN, PRIME AND PREPARATION FOR CONCRETE RESTORATION	N/A	N/A	N/A	N/A	N/A	95.00
7	EXTERIOR LINTELS – PREPARE AND RESTORE	N/A	3.00	2.50	2.50	2.00	—
8	EXTERIOR COLUMNS – PREPARE AND RESTORE	N/A	3.00	2.00	2.00	2.00	—
9	EXTERIOR VERTICAL STUCCO/ CMU SURFACE PAINTING / WATERPROOFING	N/A	1.98	.65	.85	.50	—
10	EXTERIOR PAINTING/ WATERPROOFING METAL SURFACES	N/A	1.98	.65	.85	.50	—
11	EXTERIOR PAINTING/WATERPROOFING WOOD SURFACES	N/A	1.50	1.50	1.50	1.00	—
12	INTERIOR PAINTING SURFACES	N/A	1.98	.65	.85	.50	—

Bidder's Affirmation	
Company:	Roof Painting by Hartzell
Authorized Representative:	Mike Goodwin
Address:	2801 NW 33rd Court
Telephone:	954-658-0515
Email:	MGoodwin@MyHartzell.Com
Authorized Representative's Signature:	[signature]

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. #: 171040
DATE: 04/21/17

VENDOR 10931

TO: HARTZELL CONSTRUCTION INC
2301 NW 33 CT, STE 112
POMPANO BEACH, FL 33029

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 68846	ORDERING DEPARTMENT: FACILITIES/GJ		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	3885.00	DL	PAINT EXTERIOR OF CITY HALL WALLS ABOVE KAWALL ROOFING SYSTEM - STUCCO *PRE-TREAT AND PRESSURE CLEAN STUCCO WITH UP TO 3000 PSI WITH HTE ADDITIVE *APPLY ONE COAT OF ACRYLIC MASONRY SEALER TO STUCCO SURFACES *FILL IN HAIRLINE AND SETTLEMENT WALL CRACKS WITH ELASTOMERIC FIBROUS PATCH *CAULK ALL STUCCO BANDS LEADING INTO STUCCO AND ALL WINDOWS FRAMES 360 DEGREES *PAINT EXTERIOR WALLS WITH SHERWIN WILLIAMS PAINT SATIN **HARZELL WILL SUPPLY ALL MATERIALS, TOOLS, AND EQUIPMENT NECESSARY FOR THE CLEANING, PREPARATION, SEALING AND PAINTING OF ALL SURFACES SPECIFIED. HARTZELL WILL USE THE UTMOST CARE IN THE PROTECTION OF THE CLIENT PROPERTY INCLUDING ALL BALCONIES, SCREENS,WINDOWS, WALKWAYS, SHRUBBERY, PARKED VEHICLES, AND OTHER PROPERTY IN THE AREA;FROM PAINT AND/OR OTHER DAMAGE THAT MIGHT BE CAUSED DURING MOBILIZATION. HARTZELL WILL BE RESPONSIBLE FOR THE RECTIFICATION OF ANY SUCH DAMAGE AND THE CLEANUP INVOLVED IN THE WORK OUTLINED IN THIS SPECIFICATION. CONTRACT.: ITB- 2014-191- SW	1.0000	3885.00

PROCUREMENT SERVICES:	4/21/17	P.O. TOTAL:
ACCOUNT NO. 001-2511-519.46-10	PROJECT	

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. #: 171040
DATE: 04/21/17

VENDOR 10931

TO: HARTZELL CONSTRUCTION INC
2301 NW 33 CT, STE 112
POMPANO BEACH, FL 33029

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 68846	ORDERING DEPARTMENT: FACILITIES/GJ		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
			THIS CONTRACT SHALL REMAIN IN EFFECT FOR THREE (3) YEARS FROM DATE OF CONTRACT SEPTEMBER 10, 2014		
			**CITY OF BOYNTON BEACH 100 E. BOYNTON BEACH BLVD. BOYNTON BEACH, FL 33425		
			REMARKS: PAINT EXTERIOR CITY HALL WALLS PIGGYBACK CITY OF MIAMI BEACH CONTRACT ITB-2014-191-SW SEE ATTACHED QUOTE		

PROCUREMENT SERVICES:	4/21/17	P.O. TOTAL:	3885.00
ACCOUNT NO. 001-2511-519.46-10	PROJECT		

PURCHASING

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

Date: 4/18/17

Requesting Department: Public Works/FAC **Contact Person:** Gail Mootz

Explanation for Purchase:

Paint interior column of City hall lobby & exterior wall above Kawall roof system
Req. # 68846 - $3885.00
Req. # 68845 - $7385.00

Recommended Vendor Hartzel Painting Contractors

Dollar Amount of Purchase $11,270.00

Source for Purchase (check and attach backup materials):

Three Written Quotations	☐	GSA	☐
State Contract	☐	PRIDE/RESPECT	☐
SNAPS	☐	Sole Source	☐
Piggy-Back	☒	Budgeted Item	☐
Emergency Purchase	☐	Other	☐

Contract Number: City of Miami Beach - ITB-2014-191-SW

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:

001-2511-519-46.10

Approvals:

Department Head		Date 4/19/17
Purchasing Agent		Date 4/24/17
Asst City Manager		Date
City Manager		Date 4/25/17

Form Revised 02/01/02

PURCHASE REQUISITION NBR: 0000068846

REQUISITION BY: FACILITIES/GJ

STATUS: DEPT APPROVAL
REASON: MIA DADE CONTRACT- PAINT EXTERIOR CITY HALL WALLS

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 10931 HARTZELL CONSTRUCTION INC

DATE: 4/13/17

DELIVER BY DATE: 4/14/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	PAINT EXTERIOR OF CITY HALL WALLS ABOVE KAWALL ROOFING SYSTEM - STUCCO *PRE-TREAT AND PRESSURE CLEAN STUCCO WITH UP TO 3000 PSI WITH HTE ADDITIVE *APPLY ONE COAT OF ACRYLIC MASONRY SEALER TO STUCCO SURFACES *FILL IN HAIRLINE AND SETTLEMENT WALL CRACKS WITH ELASTOMERIC FIBROUS PATCH *CAULK ALL STUCCO BANDS LEADING INTO STUCCO AND ALL WINDOWS FRAMES 360 DEGREES *PAINT EXTERIOR WALLS WITH SHERWIN WILLIAMS PAINT SATIN **HARZELL WILL SUPPLY ALL MATERIALS, TOOLS, AND EQUIPMENT NECESSARY FOR THE CLEANING, PREPARATION, SEALING AND PAINTING OF ALL SURFACES SPECIFIED. HARTZELL WILL USE THE UTMOST CARE IN THE PROTECTION OF THE CLIENT PROPERTY INCLUDING ALL BALCONIES, SCREENS,WINDOWS, WALKWAYS, SHRUBBERY, PARKED VEHICLES, AND OTHER PROPERTY IN THE AREA;FROM PAINT AND/OR OTHER DAMAGE THAT MIGHT BE CAUSED DURING MOBILIZATION. HARTZELL WILL BE RESPONSIBLE FOR THE RECTIFICATION OF ANY SUCH DAMAGE AND THE CLEANUP INVOLVED IN THE WORK OUTLINED IN THIS SPECIFICATION. CONTRACT.: ITB- 2014-191- SW THIS CONTRACT SHALL REMAIN IN EFFECT FOR THREE (3) YEARS FROM DATE OF CONTRACT SEPTEMBER 10, 2014 **CITY OF BOYNTON BEACH 100 E. BOYNTON BEACH BLVD. BOYNTON BEACH, FL 33425 COMMODITY: PAINTS,COATINGS,WALLPAPER SUBCOMMOD: PAINT & VARNISH REMOVERS	1.00	EA	3885.0000	3885.00	

exp 7/2017

REQUISITION TOTAL: 3885.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
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					3885.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

Req. 68845 - 7385
Req. 68846 - 3885
Total = $11,270 00

APPROVALS

City Manager LF Date 4/21/17
Finance Dept. [illegible] Date 4/19/17
Risk Manager KM Date 4-19-17
~~City Attorney~~ _____ Date _____

Quality Service Integrity

HARTZELL

PAINTING CONTRACTORS

April 11, 2017

EXTERIOR PAINTING

Boynton Beach City Hall
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33425
Email: MMOTZG@bbfl.us
9561 3072185

SCOPE OF WORK IN SUMMARY

1. **Stucco**
   a. Pre-treat and Pressure clean stucco with up to 3000 PSI with HTH additive.
   b. Apply one coat of Acrylic Masonry Sealer to stucco surfaces.
   c. Fill in hairline and settlement wall cracks with elastomeric fibrous patch.
   d. Caulk all stucco bands leading into stucco and all windows frames 360 degrees.
   e. Paint exterior walls with Sherwin Williams Super Paint Satin.

Note:

CONDITIONS

General: Hartzell will supply all materials, tools, and equipment necessary for the cleaning, preparation, sealing and painting of all surfaces specified. Hartzell will use the utmost care in the protection of the Client property including all balconies, screens, windows, walkways, shrubbery, parked vehicles, and any other property in the area; from paint and/or any other damage that might be caused during mobilization. Hartzell will be responsible for the rectification of any such damage and for the cleanup involved in the work outlined in this specification.

Labor: Hartzell will have a qualified foreman on the job at all times to ensure quality of work. This foreman will supervise the work force and the ratification of any damage (if any). All work is to be done in a professional workmanlike manner by skilled mechanics. Service will be delivered in such a way to minimize the inconvenience to the residents and/or unit owners. It is understood by both parties of this agreement that Hartzell, its agents, etc. are not employees of the Association Client. Hartzell complies with OSHA and the Construction Safety Act and is a drug-free work place.

Insurance & Licensing. Upon request, Hartzell will furnish suitable insurance certificates covering liability and property damage naming the Association Client additionally insured. Proof of Workman's Compensation coverage will be available. Policies shall be kept in force during the course of the service period. Hartzell shall further provide valid and required licenses necessary to operate in the appropriate county of work being performed.

PHONE: 954-957-9761 ■ FAX: 954-957-9766 ■ TOLL FREE: 800-841-4859
2301 N.W. 33rd Court, Suite 112 ■ Pompano Beach, FL. 33069

CONTRACT VALUE

Please Initial
Accept/Decline

Exterior Painting: **$ 3,885.00** Accept ____ Decline _____

This proposal is subject to acceptance within thirty (30) days and is void thereafter at the option of Hartzell.

TERMS

The term "Final Completion" as used in this Agreement shall mean where the Association Client is satisfied that the work has been completed, any applicable municipality has given its final approval, and Hartzell's other obligations have been fulfilled.

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This Agreement between **Boynton Beach** and Hartzell Painting Contractors is accepted and agreed upon this 21st day of April, 2017.

Boynton Beach Inc.

By: PO # 171040

(Signature)

Roof Painting by Hartzell,

Assistant General Manager
Leo Citrangulo

MIAMIBEACH

CITY OF MIAMI BEACH
CERTIFICATION OF CONTRACT

TITLE:	For Citywide Interior and Exterior Painting and Waterproofing
CONTRACT NO.:	ITB- 2014-191-SW
EFFECTIVE DATE(S):	This Contract shall remain in effect for three (3) years from date of Contract execution by the Mayor and City Clerk, and may be renewed, at the sole discretion of the City, though it's City Manager, for two (2) additional one (1) Year periods.
SUPERSEDES:	N/A
CONTRACTOR(S):	Hartzell Painting Contractors

ESTIMATED ANNUAL CONTRACT AMOUNT: N/A

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E. INSURANCE CERTIFICATE(S) - The Contractor shall file Insurance Certificates, as required, which must be signed by a Registered Insurance Agent licensed in the State of Florida, and approved by the City of Miami Beach Risk Manager, prior to delivery of supplies and/or commencement of any services/work by Contractor.

F. ASSIGNMENT AND PERFORMANCE - Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by Contractor without the prior written consent of the City. In addition, Contractor shall not subcontract delivery of supplies, or any portion of work and/or services required by the Contract Documents without the prior written consent of the City.

N. APPLICABLE LAW AND VENUE - This Contract and/or the Contract Documents shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **By entering into this Contract, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Contract and/or the Contract Documents. Contractor, shall specifically bind all subcontractors to the provisions of this Contract and the Contract Documents.**

O. AMENDMENTS - No modification, amendment, or alteration in the terms or conditions contained herein, or in the Contract Documents, shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the City and Contractor.

P. This Contract shall not be effective until all bonds and insurance(s) required under the Contract Documents have been submitted to, and approved by, the City's Risk Manager.

Q. The ITB and Contractor's bid in response thereto, are attached to this Contract and are hereby adopted by reference and incorporated herein as if fully set forth in this Contract. Accordingly, Contractor agrees to abide by and be bound by any and all of the documents incorporated by the Contract Documents. Where there is a conflict between any provision set forth within (i) this Contract; (ii) the ITB; and /or (iii) Contractor's bid in response thereto, the more stringent provision (as enforced by the City) shall prevail.

Certification of Contract

K. NOTICES - Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For City:

City of Miami Beach
Public Works-Property Management Division
1245 Michigan Avenue, Miami Beach, FL 33139
Attn: Anthony Kaniewski, Property Management. Division Director
Phone: 305-673-7000 ext. 2914
Email: AnthonyKaniewski@miamibeachfl.gov

With copies to:

City Clerk
City Clerk Office
1700 Convention Center Drive
Miami Beach, Florida 33139

For Contractor:

Hartzell Painting Contractors
2301 NW 33rd Court, Ste. 112
Pompano Beach, FL 33069
Attn: Mike Goodwin
Phone: 954-658-0515
Fax: 954-957-9766
E-mail: mgoodwin@myhartzell.com

L. MATERIALITY AND WAIVER OF BREACH - City and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

City's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

M. SEVERANCE - In the event a portion of this Contract and/or the Contract Documents is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Contractor elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

APPENDIX E
"REVISED" BID TENDER FORM

Failure to submit Bid Price Form, in its entirety and fully executed by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Bid Tender Form shall be completed mechanically or, if manually, in ink. Bid Tender Forms completed in pencil shall be deemed non-responsive. All corrections on the Bid Tender Form shall be initialed.

Item	Item Description	Price per Square Foot	Price per Square Foot (SF) Paint/Coatings				Price per Linear Foot (LF)
	SERVICES		EPOXY	LATEX (Acrylic, Satin, Gloss, Semi-gloss)	OIL	PRIMER	
1	PRESSURE WASHING	.07	N/A	N/A	N/A	N/A	N/A
2	SAND BLASTING	1.75	N/A	N/A	N/A	N/A	N/A
3	STRIPPING	2.50	N/A	N/A	N/A	N/A	N/A
4	JOINT SEALANT REPLACEMENT CLEAN AND SEAL	N/A	20.00	n/a	n/a	n/a	N/A
4A	TUCK POINTING TO BE PERFORMED WITH MORTAR TO MATCH EXISTING BUILDING CONDITIONS.	N/A	N/A	N/A	N/A	N/A	4.00
4B	STONE REPAIR	8.50	N/A	N/A	N/A	N/A	N/A
5A	EXTERIOR WINDOW JOINTS FRAME TO GLASS OR FRAME TO STUCCO/CONCRETE	N/A	N/A	N/A	N/A	N/A	3.50
5B	CONTROL JOINTS	N/A	N/A	N/A	N/A	N/A	20.00
5C	GENERAL CAULKING	N/A	N/A	N/A	N/A	N/A	2.00
6A	CONCRETE RESTORATION AND REPAIR	16.00	N/A	N/A	N/A	N/A	N/A
6B	STUCCO REMOVAL AND REPAIR	14.00	N/A	N/A	N/A	N/A	N/A
6C	CMU BLOCK RESTORATION AND REPAIR	100.00	N/A	N/A	N/A	N/A	N/A
6D	STEEL BEAM SUPPORT CLEAN, PRIME, PREPARATION FOR STUCCO SURFACING	2.50	N/A	N/A	N/A	N/A	N/A
6E	REBAR CLEAN, PRIME AND PREPARATION FOR CONCRETE RESTORATION	N/A	N/A	N/A	N/A	N/A	95.00
7	EXTERIOR LINTELS – PREPARE AND RESTORE	N/A	3.00	2.50	2.50	2.00	—
8	EXTERIOR COLUMNS – PREPARE AND RESTORE	N/A	3.00	2.50	2.00	2.00	—
9	EXTERIOR.VERTICAL STUCCO/ CMU SURFACE PAINTING / WATERPROOFING	N/A	1.98	.65	.85	.50	—
10	EXTERIOR.PAINTING/ WATERPROOFING METAL SURFACES	N/A	1.98	.65	.85	.50	—
11	EXTERIOR.PAINTING/WATERPROOFING WOOD SURFACES	N/A	1.50	1.50	1.50	1.00	—
12	INTERIOR PAINTING SURFACES	N/A	1.98	.65	.85	.50	—

Bidder's Affirmation	
Company:	Roof Painting by Hartzell
Authorized Representative:	Mike Goodwin
Address:	2301 NW 33rd Court
Telephone:	954-658-0515
Email:	MGoodwin@MyHartzell.Com
Authorized Representative's Signature:	[signature]

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. #: 171057
DATE: 04/26/17

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. 68869	ORDERING DEPARTMENT: UTIL WWTP/ MR		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1500.00	EA	5MIC 40 2-7/16 OD NSF 61 FDA VENDOR ITEM NO.- PA05FDP40	6.6900	10035.00

REMARKS:
REPLACEMENT CARTRIDGE FILTERS REQUIRED FOR
MEMBRANE PRE-TREATMENT PROCESS.
PIGGYBACK MARTIN CO. BID RFB2012-2551
EXP. 8/30/17
QUOTE #01113910

PROCUREMENT SERVICES:	4/26/17	P.O. TOTAL:	10035.00
ACCOUNT NO. 401-2811-536.52-75	PROJECT		

PURCHASING

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

Date: 4/17/2017

Requesting Department: Utilities **Contact Person:** Leon liberus

Explanation for Purchase:
Replacement Cartridge Filters required for membrane pre-treatment process.

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: Martin Co. Bid RFB2012-2551

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		Date 4-17-17
Purchasing Agent		Date 4/19/17
Asst City Manager		Date
City Manager		Date 4/25/17

Form Revised 02/01/02

PURCHASE REQUISITION NBR: 0000068869

REQUISITION BY: UTIL WWTP/ MR

STATUS: DEPT APPROVAL
REASON: REPLACEMENT CARTRIDGE FILTERS REQUIRED FOR

DATE: 4/17/17

SHIP TO LOCATION: WEST WATER PLANT ADMIN

SUGGESTED VENDOR: 10688 WACO FILTERS CORP

DELIVER BY DATE: 4/27/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	5MIC 40 2-7/16 OD NSF 61 FDA COMMODITY: AIR COMPRESSORS & ACCESS SUBCOMMOD: FILTERS,GUAGES & VALVES	1500.00	EA	6.6900	10035.00	PA05FDP40

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.

REQUISITION COMMENTS:

membrane pre-treatment process.

Quote#: 01113910

Piggy Back Martin County Bid: Refere Matin City
FRB-2012-2551

Exp. 8/30/17

APPROVALS

City Manager _____ Date 4/25/17

Finance Dept. _____ Date 4/19/17

~~Manager~~ _____ Date _____

~~Attorney~~ _____ Date _____

REQUEST FOR REQUISITION

H.T.E. ENTRY DATE:	04/17/2017
H.T.E. REQUISITION #	68869
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#: 01113910 REFER MARTIN CTY
RFB-2012-2551

VENDOR INFORMATION:	DIVISION:		OTHER INFORMATION:			
Name: WACO	Admin.	( )	Date: 4/17/17		ASAP	(x)
Address: 11701 N.W. 100th Road	Engineering	( )	Date Needed: 04/27/2017		Confirm.	( )
Suite 1	Cust. Rel.	( )			ASAP/Conf.	( )
Medley, Fl 33178	Distribution	( )	BACKUP DOCS. SUBMITTED:		DELIVERY:	
Phone (contact): Kerri Evans	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#: 01113910						
		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#: 01113910

REFER MARTIN CTY RFB-2012-2551

VENDOR #1:	WACO
DATE:	4/17/17
CONTACT PERSON:	Kerri Evans
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.

Getting It There . . . Getting It Done

WACO QUOTATION: 01113910

Apr 14, 2017

WEST WATER PLANT
5469 W BOYNTON BCH BLVD
PUBLIC WATER OPERATIONS
BOYNTON BEACH, FL
Attn: LEON LIBERUS
Ship Via: CH ROBINSON - FREIGH

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 May 14, 2017

Item/Description	Quantity	Unit of Measure	Unit Price	Extension
PA05FDP40 5MIC 40" 2-7/16" OD NSF 61 FDA REF:MARTIN COUNTY RFB2012-2551	1,500	EA	6.69	10,035.00

LEAD TIME: 10-15 DAYS

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,

Kerri Evans

Inside Sales

KERRI EVANS - PROCESS

Sales Representative

Visit us at: www.wacofilters.com

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#	23-2866877
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

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/16/2017

REQUESTED ACTION BY COMMISSION: Legal Expenses - April 2017 - Information at the request of the City Commission. No action required.

EXPLANATION OF REQUEST:
Some outside firms have not provided their April 2017 statements to Risk Management and therefore their March and April invoices (most recent) are attached.

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

FISCAL IMPACT: Budgeted Budgeted

ALTERNATIVES: N/A

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Attachment	Summary Goren General
Attachment	Goren Cherof Doody & Ezrol PA April 2017 Invoices
Attachment	Summary Goren Risk
Attachment	Goren Cherof Doody & Ezrol PA April 2017 Risk Litigation Invoices

Attachment	Summary Outside Counsel Risk
Attachment	Other Counsel March and April 2017 Risk Litigation Invoices

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Swanson, Lynn	Approved	5/10/2017 - 10:51 AM
Finance	Howard, Tim	Approved	5/10/2017 - 11:41 AM
City Manager	LaVerriere, Lori	Approved	5/10/2017 - 1:53 PM

Goren, Cherof, Doody & Ezrol, P.A. - Apr 2017
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	124 Hours	16,165.84
Labor-general		2,236.43
Red light camera		7,653.50
Special Fire Assessment		0.00
Olen properties		0.00
Cordeiro, Marcelo Carvalho(FBM Leasing)		0.00
Litigation		4,251.00
Massey, David A (PNS Bank)		0.00
Model Block Right of Way		527.55
Chandler, Nancy (RIC MAN)		58.50
Rodrigues,Louis IA		195.00
Boss,Lendon (RLC appeal)		0.00
Donastor,Murat v JP Morgan		0.00
Akyeshia C Gums v JP Morgan		0.00
Jackson, Avian M (Forfeiture)		1,492.52
Cleveland, Darren (FNMA)		117.00
Wells Fargo Bank (RHA2, LLC)		58.50
White, Jack, Bank of NY		136.50
Meeks,Richard & Takeeta, Nationstar mtg		78.00
FPM Prop, Fed Natl Mort		0.00
Secured Holdings		1,014.00
Bock, Sharon as Clerk & Comptroller PBC		491.70
Estate of Hazel Clemmons,James Nutter Co.		156.00
HUD Housing Discrimination		3,159.00
City-Boynton CDC Vacant Parcel		273.00
City-Habitat Vacant Parcels		292.50
Town Square		2,710.50
Deutsche Bank Natl Trust (GMAC)		390.00
TOTAL General Legal Costs-Apr 2017		41,457.04

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

05/02/2017
ACCOUNT NO: 306-0603180
STATEMENT NO: 15156

Attn: Lynn Swanson

LABOR - General

			HOURS	
04/11/2017	JAC	review and attend pre-D for Paul Green	2.00	
04/19/2017	SHB	Leon Herrington: receive and review pre-determination documents. Research FMLA matters. Follow up with Oldbury.	1.30	
	JAC	review body cam issue; review draft termination issue; posted report search - check re: pension consultant documents	0.90	
04/24/2017	SHB	EEOC site visit at City Hall re: police department age discrimination complaints. Meeting with Oldbury re: Herrington termination matters.	4.50	
04/26/2017	SHB	Research re: sick leave matters; discuss with JAC.	0.60	
04/28/2017	JAC	Review SEIU CBA per JO request.	2.00	
		FOR CURRENT SERVICES RENDERED	11.30	2,203.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	4.90	$195.00	$955.50
SHANA H. BRIDGEMAN	6.40	195.00	1,248.00

	Photocopies	3.50
	TOTAL EXPENSES THRU 04/30/2017	3.50
03/17/2017	Federal Express - Invoice 5-752-13360	29.43
		29.43
	TOTAL ADVANCES THRU 04/30/2017	29.43
	TOTAL CURRENT WORK	2,236.43

CITY OF BOYNTON BEACH

05/02/2017

ACCOUNT NO: 306-0603180

STATEMENT NO: 15156

LABOR - General

BALANCE DUE	$2,236.43

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

05/02/2017
ACCOUNT NO: 306-0806020
STATEMENT NO: 15157

Attn: Lynn Swanson

Red Light Cameras

			HOURS
03/23/2017	SHB	Various correspondence re: Hollander request for continuance; follow up with PD. Receive and review affidavit from Pamela Pantaleo; follow up with PD. Receive and review statistics and pending case information from ATS; discuss with MDC and JAC.	1.60
03/27/2017	SHB	Receive and review various correspondence from Hollander re: pending cases. Telephone conference with Hawkins re: pending cases and program close-out matters. Discuss program matters with JAC and MDC. Prepare and file notices of intent to rely on business records for use at trial.	1.80
03/28/2017	SHB	Discuss program matters with JAC and MDC. Various correspondence with PD, and ATS re: program statistics and program wrap-up.	2.00
	JAC	evaluate cost/revenue issues re: program options; review class settlement and media issue for discussion with Mayor	0.50
03/29/2017	SHB	Prepare and file notices of intent to rely on business records for use at trial.	2.00
	JAC	review data re: Commission request; conference with SB re: remaining pending cases.	1.10
03/30/2017	SHB	Review red light statistics and program costs. Prepare report for Commission.Various correspondence with PD and Finance re: program matters. Various correspondence with Clerk of Court re: status of UTC cases. Review previous agenda item backup and documents provided to Commission. Prepare chart for Commission review; discuss with JAC. Prepare and file notices of intent to rely on business records for use at trial.	3.00
03/31/2017	SHB	Various correspondence from PD and County Clerk re: pending cases and program wrap-up matters. Prepare additional documentation for Commission review. Receive and review orders resetting hearings. Receive and review various notices of filing from Leifert re: settlement payments.	2.00
04/03/2017	SHB	Follow up with officers re: status of UTC review. Follow up with Finance re: violator payments. Telephone conference with defense counsel re: status check and fine payments. Review statutes and discuss program matters with JAC. Revise report to Commission.	2.50
04/04/2017	SHB	Prepare for status check hearing re: $50 payments; follow up with PD re: resolution of pending cases.	

Red Light Cameras

			HOURS	
		Revise documents to provide to Commission. Discuss with JAC. Telephone conference with Hawkins re: program matters and pending cases. Various correspondence with ATS re: program matters. Confirm statistics with Finance department. Send slides to IT for use at Commission meeting. Prepare and file notices of intent to rely on business records for use at trial.	6.00	
	JAC	review and preparation to discuss RLC program revenue and costs	1.50	
04/05/2017	SHB	Attend status check hearing with Judge Damico. Follow up with staff re: dismissals. Prepare and file notices of intent to rely on business records for use at trial.	4.00	
04/06/2017	SHB	Review spreadsheet and payment records provided by Petriello. Various correspondence with Verrigni and Petriello re: $50 payment matters. Follow up with PD re: statistics and pending case matters. Follow up with Hollander re: Roderick Ruiz transfer of liability. Follow up with Fredericksen re: $50 payments at City Hall.	1.50	
04/07/2017	SHB	Follow up with PD re: $50 settlement payments. Follow up with JAC re: pending matters.	0.60	
04/10/2017	SHB	Prepare and file notices of intent to rely on business records for use at trial.	3.20	
04/12/2017	SHB	Follow up with Hawkins and Judy Smith re: local city hall hearing scheduling, calendaring, and noticing matters.	0.30	
04/13/2017	SHB	Prepare and file notices of intent to rely on business records for use at trial. Discuss settlement payments and case matters with officers.	3.20	
04/18/2017	SHB	Receive and review notices of objection filed by Hollander. Prepare and file notices of intent to rely on business records for use at trial.	2.00	
		FOR CURRENT SERVICES RENDERED	38.80	7,566.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	3.10	$195.00	$604.50
SHANA H. BRIDGEMAN	35.70	195.00	6,961.50

Color photocopies	2.45
Photocopies	85.05
TOTAL EXPENSES THRU 04/30/2017	87.50
TOTAL CURRENT WORK	7,653.50
BALANCE DUE	$7,653.50

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

05/02/2017
ACCOUNT NO: 306-9001821
STATEMENT NO: 15158

Attn: Lynn Swanson

General Matters

			HOURS
04/03/2017	JAC	on site office administration and review; attend staff meeting; review for Commission meeting; preparation re: Ocean One; conference and document revisions re: Taset (body cam) agreement; conference re: Peterbilt warranty work; preparation on RLC data and presentation	8.20
04/04/2017	DNT	Telephone conference call with Gary Itskovich regarding status of consent; telephone conference call with Colin Groff regarding status of easement at Royal Manor Estates.	0.60
	JAC	onsite office administration; prepare for and attend Commission meeting; review employment letter; review cemetery rules and request from Elder Care	6.50
	SHB	Contact various municipalities re: abandoned vehicle towing matters; follow up with Woods.	0.60
04/05/2017	JAC	onsite; commission meeting follow up; conference with staff re: chronic nuisance ordinance and start rewrite; review statutes, code and DOE opinions re: filing requirements and fines	4.70
	SHB	Meeting at City Hall re: chronic nuisance ordinance.	2.00
04/06/2017	JAC	preparation re: chronic nuisance ordinance; miscellaneous review of agenda issues and status of pending moratorium; conference with SB re: pending labor issues; departmental review and preparation for budget	5.40
04/07/2017	JAC	agenda and meeting preparation; conference with TD re: cases and preparation for FN re-assignments; check case status; review cemetery-transfer issue; review Monterey issue for Commissioner and call re: same	5.10
	SHB	Receive and review contract documents from Miex; follow up with City. Receive and review municipal prosecution documents; prepare and file Brown dismissal.	0.60
04/10/2017	JAC	on-site; conference re: Med MJ ordinance; office administration matters	4.60
04/11/2017	JAC	on-site office matters and agenda review	2.20
04/12/2017	JAC	agenda item review and preparation; call with Big Belly representative re: contract	4.70

General Matters

			HOURS
04/13/2017	SHB	Review additional emails and comments. Research overdose matters. Revise chronic nuisance ordinance and discuss with JAC. Follow up with Triestman re: piggyback contract matters.	3.00
	JAC	agenda review and preparation; review Habitat conveyance issues and notice; review social media issues per Commissioner email; review video re: Town Square proposals; review MJ regulations and status of State Legislature action	4.80
04/14/2017	JAC	calls and prepare agenda items; revise chronic nuisance ordinance	5.80
04/17/2017	FLN	Started review of utility lien matter re: property located at 130 SE 14th avenue.	1.20
	JAC	on site; review contract assignments; attend staff meeting; conference re: contingency lien reduction agreements and revise same	5.50
04/18/2017	FLN	Finalized review of utility account issue re: property located at 130 SE 14th avenue; discussed with Jim Cherof and with Barb Conboy via t/c; t/c to homeowner's attorney on this matter; reviewed and discussed utility lien content issues with Jim Cherof and Barb Conboy via t/c; reviewed MOU draft between PB County School Board and BB City Library; reviewed pertinent law, ie. FERPA and discussed with Jim and with Craig Clark, library director via T/C; sent advice email to Craig ccing Jim; began review of request for MOU from City's Parks and Rec department and sent related email to Wally Majors; started review re: convenience fee exemptions.	6.00
	JAC	onsite - prepare for and attend Commission meeting	7.70
	SHB	Receive and review correspondence from Officer Reynolds re: PRR/criminal records request. Review statutory requirements. Correspondence to Reynolds and Matson.	0.30
04/19/2017	FLN	T/C with attorney John Herin re: utility account issues for property located at 130 SE 14th Avenue and follow up email; reviewed and started research on convenience fee issue and exemption to consumer surcharges.	1.50
	SHB	Research re: NC-17 film matters; discuss with JAC.	0.70
	JAC	onsite; prepare and attend strategic planning City Commission meeting; post regular meeting follow up on contracts and approvals; preparation-research re: data on workforce housing	7.40
	DNT	Telephone conference call with Octavia Sherrod re: notice for public meeting for annual funding plan.	0.30
04/20/2017	FLN	T/C with Wally Majors and Amy Blackman re: MOU needed for music band; drafted MOU as requested by Parks and Rec department for Jim Cherof's review; began review of stage/sound vendor quotation from Parks and Recreation..	5.70
	SHB	Receive and review inquiry from Clerk re: lien settlement matters. Follow up with Pyle. Receive and review inquiry from police department re: evidence requests. Review applicable statutes. Telephone conference with Matson and Reynolds. Review discovery documents and send correspondence to prosecutor Danielle Sherriff.	3.10
	JAC	onsite; attend FHC of PB luncheon with TH; review agenda items and contracts	5.40

General Matters

			HOURS	
04/21/2017	SHB	Telephone conference with Smith re: municipal lien interest matters. Telephone conference with ASA Sherriff re:: public records request/criminal evidence matters. Correspondence with Matson and Reynolds re: records request matters. Telephone conference with Reynolds.	1.50	
	SCW	Review Notice of Chapter 7 Bankruptcy Case-No Proof of Claim Deadline. Draft summary of filing.	0.20	
	JAC	onsite; review RFP and office administration	4.20	
04/24/2017	JAC	Review pending attorney assignments and case updates; call from Ellen Bogdanoff re: Med MJ and lottery.	2.80	
	FLN	Completed review of Stage/Sound Vendor quote terms; reviewed relevant statutory sections; prior to discussing with Jim Cherof.	1.00	
04/25/2017	JAC	Agenda item review; call with AM and MR re: group homes moratorium; follow up re: HUD issues; review with TD re: case defense; preparation re: chronic nuisance ordinance and meeting; review forfeiture case with BS.	1.60	
04/26/2017	FLN	Discussed review of Stage Sound Vendor quote terms with Jim Cherof; drafted and sent detailed advice email to Wally Majors.	1.00	
	KL	Receipt of O & E Report from Attorneys Title; prepare draft of memorandum regarding information for unsafe structure of property located at 204 NE 12th Avenue.	0.40	
04/27/2017	FLN	Reviewed and discussed issue re: waiver of interest from hard costs/lien with Jim Cherof; reviewed relevant correspondence and T/C to a sister city to discuss matter for input.	0.80	
	JAC	Agenda review and preparation; review RFP re: design build and discuss with MC.	3.50	
	MDC	Confer with JAC, review RFP Utility Project, miscellaneous research on CCNA, Construction Manager at Risk.	0.90	
04/28/2017	FLN	Reviewed Palm Beach School Board legal counsel revisions comment to Library MOU draft; revised MOU to be resent to Craig Clark for further review and discussions.	2.50	
		FOR CURRENT SERVICES RENDERED	124.00	16,165.84
		TOTAL CURRENT WORK		16,165.84
		BALANCE DUE		$16,165.84

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

05/02/2017
ACCOUNT NO: 306-9904950
STATEMENT NO: 15159

Attn: Lynn Swanson

Litigation Miscellaneous

			HOURS
04/03/2017	TAD	Receipt and review of information re: claim for tennis court fall. Receipt of Use of Force (Sohn). Receipt of Use of Force (Dunlop). Telephone conference with the City re: response to request regarding claim for tennis court fall. Prepare correspondence to the City re: release.	0.90
	BJS	Review forfeiture, review attached police repots, t/c with JAC, and draft follow up correspondence to Scott Harris	0.50
04/04/2017	JAC	review Goldman continuance and status; review pending tort defense case status; discuss with AC attorneys	1.50
04/05/2017	TAD	Attend meeting with City risk re: status of claims and discovery responses. Meet regarding use agreement. Review correspondence re: software agreement and review agreement. Prepare correspondence to City re: software agreement and merger of servicing company.	4.30
04/06/2017	JAC	review Goldman case and settlement option with TD; review pending tort defense cases with assigned attorneys	0.90
04/10/2017	JAC	review pending case assignments; dockets and status of ACA cases	1.60
04/13/2017	BJS	Review new forfeiture and draft follow up correspondence	0.40
04/17/2017	BJS	Review new forfeiture and t/c with Scott Harris, draft follow up correspondence with legal research	0.80
	TAD	Receipt and review of use of force report (Kimball). Reveiw claim information from outside counsel and review status of claims for meeting with city.	0.90
04/19/2017	BJS	Review correspondence and follow up re: Settlement/Payne	0.30
	TAD	Receipt and review of correspondence from adjuster re: information on excess carrier and reporting requirements. Receipt of correspondence from the City re: same.	0.20
	JAC	review pending cases and attorney assignments; review re-assignments to FN	1.10
04/20/2017	BJS	Review correspondence and follow up re: Payne	0.30
	TAD	Receipt and review of correspondence re: public records request and prepare response to same.	0.20

CITY OF BOYNTON BEACH

05/02/2017

ACCOUNT NO: 306-9904950

STATEMENT NO: 15159

Litigation Miscellaneous

			HOURS	
04/24/2017	TAD	Review claims and prepare outline of issues for meeting.	1.60	
04/25/2017	BJS	Review new forfeiture matter re Millines and draft follow up correspondence with legal research	0.60	
04/26/2017	JAC	Review attorney caseloads and online review of dockets/pleadings.	2.20	
	TAD	Attend meeting with city re status of claims and offers	3.30	
04/28/2017	TAD	Receipt and review of supervisors incident report from City	0.20	
		FOR CURRENT SERVICES RENDERED	21.80	4,251.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	7.30	$195.00	$1,423.50
BRIAN J. SHERMAN	2.90	195.00	565.50
TRACEY A. DECARLO	11.60	195.00	2,262.00

TOTAL CURRENT WORK	4,251.00
BALANCE DUE	$4,251.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

05/02/2017
ACCOUNT NO: 306-9905018
STATEMENT NO: 15160

Attn: Lynn Swanson

City of Boynton Beach Model Block Right of Way
Acquisition

			HOURS	
04/06/2017	KLE	email from Brett Johnson responding to open issues, email to group.	0.40	
04/07/2017	KLE	Emails from and to Joe Paterniti, et al re: Central Seacrest Phase 2, conference with Jim.	0.40	
04/13/2017	JAC	review and discuss ROW abandonment by plat vs. dedication; title research re: same	1.20	
	KLE	Review email and conference with Jim and David re: dedicating the entire lot at 1204 NW 1st Street, review documents.	0.40	
04/19/2017	JAC	review status of ROW issue and dedication	0.30	
		FOR CURRENT SERVICES RENDERED	2.70	526.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	1.50	$195.00	$292.50
KERRY L. EZROL	1.20	195.00	234.00

Photocopies	1.05
TOTAL EXPENSES THRU 04/30/2017	1.05
TOTAL CURRENT WORK	527.55
BALANCE DUE	$527.55

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

05/02/2017
ACCOUNT NO: 306-9905019
STATEMENT NO: 15161

Attn: Lynn Swanson

adv. Chandler, Nancy (RIC MAN)

			HOURS	
04/06/2017	TAD	Receipt and review of correspondence re: status of claim and deposition of plaintiff.	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

05/02/2017
ACCOUNT NO: 306-9905108
STATEMENT NO: 15162

Attn: Lynn Swanson

Rodrigues, Louis IA 14-020

			HOURS	
04/10/2017	SHB	Receive and review arbitration award. Transmit to City for review.	1.00	
		FOR CURRENT SERVICES RENDERED	1.00	195.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
SHANA H. BRIDGEMAN	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

05/02/2017
ACCOUNT NO: 306-9905136
STATEMENT NO: 15163

Attn: Lynn Swanson

adv. Jackson, Avian M. (Forfeiture)

			HOURS	
04/03/2017	BJS	Review file and follow up re: Plea and forms	0.50	
04/06/2017	BJS	Review file and prepare for Status Conference hearing	0.50	
04/10/2017	BJS	Attend Status Conference at the Palm Beach Main Courthouse, t/c with Ofc. Scott Harris, obtain certified documents re: Plea	4.50	
04/28/2017	BJS	Revise Motion to Dismiss, review plea documents, continued legal research	2.00	
		FOR CURRENT SERVICES RENDERED	7.50	1,462.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
BRIAN J. SHERMAN	7.50	$195.00	$1,462.50

Parking

04/10/2017	Courthouse Copies	30.02
		30.02
	TOTAL ADVANCES THRU 04/30/2017	30.02
	TOTAL CURRENT WORK	1,492.52
	BALANCE DUE	$1,492.52

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

05/02/2017
ACCOUNT NO: 306-9905184
STATEMENT NO: 15164

Attn: Lynn Swanson

adv. Cleveland, Darren (Federal National Mortgage Association)

			HOURS	
04/24/2017	FLN	Reviewed file documents and recently filed Defendant Owner's Motion for Sanctions against Plaintiff.	0.30	
04/26/2017	FLN	Reviewed file notes and documents; reviewed Defendant Owner's Motion for sanctions for Failure to Comply with Order and Motion to Compel Compliance.	0.30	
		FOR CURRENT SERVICES RENDERED	0.60	117.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
FARAH L. NERETTE	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

05/02/2017
ACCOUNT NO: 306-9905188
STATEMENT NO: 15165

Attn: Lynn Swanson

adv. The Bank of New York Mellon Trust Company, N.A. (White, Jack)

			HOURS	
04/10/2017	SCW	Review pleadings regarding trial and complaint.	0.30	
04/27/2017	FLN	Reviewed Notice of hearing on Motion to Appoint Guardian ad litem; sent email to opposing counsel re: City's position.	0.40	
		FOR CURRENT SERVICES RENDERED	0.70	136.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
FARAH L. NERETTE	0.40	$195.00	$78.00
SHARI C. WALLEN	0.30	195.00	58.50

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

05/02/2017
ACCOUNT NO: 306-9905196
STATEMENT NO: 15166

Attn: Lynn Swanson

adv. Wells Fargo Bank, N.A. (RHA 2, LLC, et al.)

			HOURS	
04/19/2017	FLN	Reviewed file documents and recently filed Motion to Withdraw by primary defendant's counsel; reviewed notice of filing affidavit as to reasonable attorneys fees filed by Plaintiff.	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	58.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
FARAH L. NERETTE	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

05/02/2017
ACCOUNT NO: 306-9905200
STATEMENT NO: 15167

Attn: Lynn Swanson

adv. Nationstar Mortgage, LLC (Meeks, Richard & Takeeta)

			HOURS	
04/19/2017	FLN	Reviewed Order granting State of Florida's Motion to be excused at pretrial and trial; reviewed file.	0.20	
04/24/2017	FLN	Reviewed file and Final Judgment of Foreclosure and recently filed Notice of Assignment of Bid filed by Plaintiff Nationstar Mortgage.	0.20	
		FOR CURRENT SERVICES RENDERED	0.40	78.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
FARAH L. NERETTE	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

05/02/2017
ACCOUNT NO: 306-9905206
STATEMENT NO: 15168

Attn: Lynn Swanson

adv. Secured Holdings, Inc.

			HOURS	
04/05/2017	JAC	review order; conference with LL and Bevis Pigott re: status of cases and review of issues regarding utilities assumption of operations	1.30	
04/07/2017	JAC	review AP request to meet; confer with LL and gather documents for her review	0.80	
04/20/2017	JAC	prepare for conference with attorneys - review pleadings and case status	0.50	
04/21/2017	JAC	conference and follow up with attorneys and LL re: settlement; abandonment and lot transfers; title review	2.60	
		FOR CURRENT SERVICES RENDERED	5.20	1,014.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	5.20	$195.00	$1,014.00

TOTAL CURRENT WORK	1,014.00
BALANCE DUE	$1,014.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

05/02/2017
ACCOUNT NO: 306-9905212
STATEMENT NO: 15169

Attn: Lynn Swanson

adv. James B. Nutter & Company (Estate of Hazel Clemmons, et al.)

			HOURS	
04/19/2017	FLN	Reviewed Guardian Ad Litem report filed on 4/14/17.	0.30	
04/24/2017	FLN	Reviewed Clerk's Answer to Verified Amended Complaint,	0.20	
04/28/2017	FLN	Reviewed file documents and filed Answer and Affirmative defenses by owner estate of Hazel Clemmons.	0.30	
		FOR CURRENT SERVICES RENDERED	0.80	156.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
FARAH L. NERETTE	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

05/02/2017
ACCOUNT NO: 306-9905221
STATEMENT NO: 15170

Attn: Lynn Swanson

adv. Bock, Sharon R., as Clerk & Comptroller for
PBC

			HOURS	
04/05/2017	SCW	Review Agreed Order Excusing Palm Beach County Tax Collector's Office from Calendar Call, Mediation, and Trial. Agreed Order on Deutsche Bank National Trust Company's Motion to Be Excused from all Pretrial Matters.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	39.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
SHARI C. WALLEN	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

05/02/2017
ACCOUNT NO: 306-9905258
STATEMENT NO: 15171

Attn: Lynn Swanson

adv. Bock, Sharon R. (Corporate Professional Resources, LLC)

			HOURS	
04/05/2017	SHB	Follow up re: Code compliance lien documents. Prepare and file response to complaint for interpleader.	2.00	
04/12/2017	SHB	Prepare and file Notice of Appearance	0.30	
		FOR CURRENT SERVICES RENDERED	2.30	448.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
SHANA H. BRIDGEMAN	2.30	$195.00	$448.50

Photocopies	4.20
TOTAL EXPENSES THRU 04/30/2017	4.20
TOTAL CURRENT WORK	452.70
BALANCE DUE	$452.70

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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100 East Boynton Beach Boulevard
Boynton Beach FL 33425

05/02/2017
ACCOUNT NO: 306-9905260
STATEMENT NO: 15172

Attn: Lynn Swanson

HUD Housing Discrimination-Group Homes Moratorium

			HOURS	
04/05/2017	JAC	preliminary review of HUD complaint; review records	1.20	
04/07/2017	SHB	Meeting with JAC re: answer to claim. Research provisions for extension of time. Research standing.	0.90	
	JAC	research documents for response; research HUD regulations; review staff reply re: data	2.20	
04/10/2017	SHB	Research re: standing to file claim; discuss with JAC.	2.50	
	JAC	continue preparation of HUD response	1.20	
04/11/2017	JAC	finalize response; calls with staff and Mayor response; follow up research	2.80	
04/12/2017	JAC	finalize response; calls with staff and Mayor response; follow up research	2.80	
04/17/2017	JAC	discuss with LL; follow up re: affidavits and supplemental response	0.80	
04/26/2017	JAC	Follow up on status and inquiry re: conciliation - review HUD correspondence and online research of comp action.	1.80	
		FOR CURRENT SERVICES RENDERED	16.20	3,159.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	12.80	$195.00	$2,496.00
SHANA H. BRIDGEMAN	3.40	195.00	663.00

TOTAL CURRENT WORK	3,159.00
BALANCE DUE	$3,159.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

05/02/2017
ACCOUNT NO: 306-9905261
STATEMENT NO: 15173

Attn: Lynn Swanson

City of Boynton Beach s/t Boynton Beach Faith-
Based Community Development Corporation
(Vacant Parcel - NW 13th Avenue)

			HOURS	
04/13/2017	DNT	Dictate purchase and sale agreement for lot on NW 13th Ave.	1.00	
04/19/2017	JAC	review sale and notice issues; conference with DT	0.40	
		FOR CURRENT SERVICES RENDERED	1.40	273.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	0.40	$195.00	$78.00
DAVID N. TOLCES	1.00	195.00	195.00

TOTAL CURRENT WORK	273.00
BALANCE DUE	$273.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

05/02/2017
ACCOUNT NO: 306-9905262
STATEMENT NO: 15174

Attn: Lynn Swanson

City of Boynton Beach s/t Habitat for Humanity of
South Palm Beach County, Inc.
(1118 NE 2nd St., NE 11th Ave., 1114 NE 2nd St.
& NE 12th Ave.)

			HOURS	
04/13/2017	DNT	Dictate purchase and sale agreement for four lots.	1.00	
04/19/2017	JAC	review sale and notice issues; conference with DT	0.50	
		FOR CURRENT SERVICES RENDERED	1.50	292.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	0.50	$195.00	$97.50
DAVID N. TOLCES	1.00	195.00	195.00

TOTAL CURRENT WORK	292.50
BALANCE DUE	$292.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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100 East Boynton Beach Boulevard
Boynton Beach FL 33425

05/02/2017
ACCOUNT NO: 306-9905263
STATEMENT NO: 15175

Attn: Lynn Swanson

Town Square Development

			HOURS	
04/20/2017	JAC	prepare for team conference and preliminary outline of project	1.40	
04/21/2017	JAC	team conference and bring contract; conference with SSG re: scope of project.	2.50	
04/24/2017	DNT	ConfER with JAC re: Town Square project; review RFP video presentation; review response from E2L; dictate development agreement for Town Square project.	2.00	
	JAC	Conference with SSG and conference with DT re: attorney assignment and document preparation; review developer presentation and representations for record.	2.30	
04/25/2017	JAC	Prepare project contracts; conference with DT re: project scope and checklist; call to TH re: financing issue; call to M. Weiner re: legal team/assignment issues.	2.40	
	DNT	Review proposed town square project; review RFP, review presentation, review draft documents; telephone conference call with JAC and Tim Howard regarding status of document preparation.	2.80	
04/27/2017	JAC	Continue review of document and related issues.	0.50	
		FOR CURRENT SERVICES RENDERED	13.90	2,710.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	9.10	$195.00	$1,774.50
DAVID N. TOLCES	4.80	195.00	936.00

TOTAL CURRENT WORK	2,710.50
BALANCE DUE	$2,710.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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100 East Boynton Beach Boulevard
Boynton Beach FL 33425

05/02/2017
ACCOUNT NO: 306-9905264
STATEMENT NO: 15176

Attn: Lynn Swanson

adv. Deutsche Bank National Trust Company vs.
Ocwen Loan Servicing (GMAC Mortgage)

			HOURS	
04/26/2017	FLN	Reviewed file documents including email from City staff on status of lien, reviewed Complaint; drafted Answer and Affirmative defenses.	2.00	
		FOR CURRENT SERVICES RENDERED	2.00	390.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
FARAH L. NERETTE	2.00	$195.00	$390.00

TOTAL CURRENT WORK	390.00
BALANCE DUE	$390.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

Goren, Cherof, Doody & Ezrol, P.A. - Apr 2017
Risk Cases

Fitting, Cynthia (MVA)	0.00
Kimsey, Erin (MVA)	0.00
Ford, Sharron(Negligence arrest)	58.50
Laster, Torami(Slip & Fall)	0.00
Mina, German (Slip & Fall)	195.00
Gregory, Mola (Slip & Fall)	1,903.40
Oldham, Dana (Fall)	58.50
Robinson, Bennie(False Arrest)	4,424.35
Galindez, Dennis(Slip & Fall)	4,129.40
Caliskan, Hasan(MVA)	1,404.00
Jenkins, Gail & Leon(Demolition)	0.00
Baez, Estela (Slip & Fall)	0.00
Blutcher, Pamela (MVA)	474.40
Goldman, Barry(Bike/grate accident)	4,123.25
Braswell, Jeffrey(Excessive Force)	0.00
Jackson-Evancich, Deborah	0.00
Broberg, Leif Complaint(2015)	0.00
Dunn, Jonathan(arrest w/o probable)	0.00
Wade, George(auto accident)	10,653.75
Caliendo, Giovanni & Emily(Code)	585.00
Ceasor-Mondelus, Jacqueline(MVA)	331.50
Shevlin, Patrick(false arrest)	916.50
Ryan, Ronald(whistleblower)	6,954.80
Estime, Robens(Police Deadly Force)	175.50
Honacher, Jack (Baker Act-Police)	0.00
Hill, Ashley(excessive force)	136.50
Frenney, James (Bike Accident)	58.50
Bolt, Barbara Dilger (MVA)	0.00
Basinski, Donna(MVA Garbage Truck)	0.00
Jenkins, Laquanda (Public Works)	0.00
TOTAL Goren,Cherof Risk Legal Costs	36,582.85

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100 East Boynton Beach Boulevard
Boynton Beach FL 33425

05/02/2017
ACCOUNT NO: 306-9905029
STATEMENT NO: 15183

Attn: Lynn Swanson

adv. Ford, Sharron (negligence arrest)

Billing Category 18-RLO

			HOURS	
04/12/2017	TAD	Confer with outside counsel re: settlement issues and information from the City.	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

05/02/2017
ACCOUNT NO: 306-9905062
STATEMENT NO: 15184

Attn: Lynn Swanson

adv. Mina, German (slip & Fall)

Billing Category: 18-RLO
Claim #001470-000340-GB-01

			HOURS	
04/17/2017	TAD	Receipt and review of motion to withdraw and notice of hearing on same. Prepare correspondence to city re: motion.	0.40	
04/21/2017	TAD	Prepare correspondence to plaintiff counsel re: hearing on motion to withdraw and receipt of response to same.	0.20	
04/24/2017	TAD	Receipt of correspondence re IME and prepare response to same.	0.20	
04/28/2017	TAD	Receipt of correspondence from plaintiff re motion to withdraw.	0.20	
		FOR CURRENT SERVICES RENDERED	1.00	195.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	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

05/02/2017
ACCOUNT NO: 306-9905066
STATEMENT NO: 15185

Attn: Lynn Swanson

adv. Gregory, Mola (slip & fall)

Billing Category: 18-RLO
Claim #001470-000341-GB-01

			HOURS	
04/03/2017	TAD	Receipt and review of correspondence from plaintiff re: deposition of the plaintiff and city representatives.	0.20	
04/18/2017	TAD	Receipt and review of plaintiffs complaint and responses to discovery. Review web information on plaintiff. Review Plaintiff's medical records and prepare outline for deposition of plaintiff.	4.30	
04/19/2017	TAD	Meet with Park manager and review area where incident occurred and discuss claims regarding deposition of plaintiff. Review prior risk investigation file re: same.	2.20	
04/20/2017	TAD	Prepare notice of non-party production to plaintiff medical providers. Prepare subpoenas to Dr. Calvanese; Dr. Brown; Dr. Santos; Florida Medical Center; Dr. Lestrange and Memorial Hospital. Prepare HIPAA release authorization forms for all subpoenas.	2.20	
04/24/2017	TAD	Revise notice of non-party production and HIPAA forms to include additional information. Review information on plaintiff re deposition of same.	0.80	
		FOR CURRENT SERVICES RENDERED	9.70	1,891.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	9.70	$195.00	$1,891.50

Photocopies	11.90
TOTAL EXPENSES THRU 04/30/2017	11.90
TOTAL CURRENT WORK	1,903.40

CITY OF BOYNTON BEACH

05/02/2017

ACCOUNT NO: 306-9905066

STATEMENT NO: 15185

adv. Gregory, Mola (slip & fall)

BALANCE DUE	$1,903.40

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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100 East Boynton Beach Boulevard
Boynton Beach FL 33425

05/02/2017
ACCOUNT NO: 306-9905069
STATEMENT NO: 15186

Attn: Lynn Swanson

adv. Oldham, Dana (fall)

Billing Category 18-RLO
Claim #001470-000346-GB-01

			HOURS	
04/10/2017	TAD	Telephone conference with outside company re: response to subpoena. Receipt of correspondence re: response to subpoenas re: plaintiff records.	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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100 East Boynton Beach Boulevard
Boynton Beach FL 33425

05/02/2017
ACCOUNT NO: 306-9905073
STATEMENT NO: 15187

Attn: Lynn Swanson

adv. Robinson, Bennie (false arrest)

Billing Category 18-RLO
Claim #001470-000336-GB-01

			HOURS
04/03/2017	TAD	Receipt and review of correspondence from Harris counsel re: depositions of officers.	0.10
04/10/2017	TAD	Receipt and review of reports from BBPD re: additional arrests of plaintiff. Extended telephone conference with plaintiff counsel re: settlement issues. Prepare correspondence to Harris counsel re: issues with settlement.	1.40
04/11/2017	TAD	Review information from deposition of plaintiff and reports and prepare for meeting with officers.	0.80
04/13/2017	TAD	Review plaintiffs deposition and outline same re meetings with officers re: claims and testimony.	1.90
04/17/2017	TAD	Prepare outline of deposition of the plaintiff re: officer depositions and meetings. Receipt of correspondence from Harris counsel re: response to offer and prepare response to same. Receipt of plaintiff discovery responses and reports re: pre-deposition meeting with Officer Herny.	3.20
04/18/2017	TAD	Receipt and review of photographs of Plaintiff and initial disclosures regarding depositions. Review plaintiff medical records re: offer and claims. Receipt of correspondence from plaintiff re: offer.	1.90
04/19/2017	TAD	Confer with City PD re: CAD report and need for complete report. Receipt of CAD report for incident. Meet with Officer Herny re: pre-deposition discussion. Confer with Harris counsel re: status and settlement offer. Review case law re: offer and effect on claims against City.	3.80
04/20/2017	SCW	Meeting with Tracey DeCarlo regarding deposition of Justin Harris.	0.10
	TAD	Receipt and review of correspondence from Harris and plaintiff counsel re: depositions and prepare response to same.	0.20
04/21/2017	SCW	Attend deposition of Justin Harris and revise notes.	4.10
	TAD	Confer with Officer Herny re: deposition issues. Attend deposition of Herny. Confer with Harris counsel re: depositions and offer. Confer with Harris re:	

CITY OF BOYNTON BEACH

05/02/2017

ACCOUNT NO: 306-9905073

STATEMENT NO: 15187

adv. Robinson, Bennie (false arrest)

	HOURS	
deposition.	4.90	
FOR CURRENT SERVICES RENDERED	22.40	4,368.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	18.20	$195.00	$3,549.00
SHARI C. WALLEN	4.20	195.00	819.00

Photocopies	56.35
TOTAL EXPENSES THRU 04/30/2017	56.35
TOTAL CURRENT WORK	4,424.35
BALANCE DUE	$4,424.35

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

05/02/2017
ACCOUNT NO: 306-9905083
STATEMENT NO: 15188

Attn: Lynn Swanson

adv. Galindez, Dennis (slip & fall)

Billing Category: 18-RLO
Claim #001470-000330-GB-01

			HOURS
04/04/2017	TAD	Prepare correspondence to City re: response to First Genesis discovery. Prepare draft answers to interrogatories. Prepare draft responses to request for production. Prepare draft response to request for admissions. Telephone conference with First Genesis counsel re: response to discovery.	1.90
04/05/2017	TAD	Telephone conference First Genesis counsel re: response to discovery and prepare correspondence re: same. Prepare correspondence to City personnel re: response to discovery status and receipt of response to same.	0.50
04/06/2017	TAD	Receipt and review of correspondence from the Plaintiff re: deposition of Marla Galindez. Receipt of correspondence from First Genesis re: same. Prepare correspondence to First Genesis re: discovery issues.	0.40
04/10/2017	TAD	Receipt and review of Second Request for production to plaintiff.	0.20
04/11/2017	TAD	Prepare notice of filing returns of service on plaintiff providers. Receipt of request for production to city and prepare correspondence re: same.	0.30
04/12/2017	TAD	Receipt and review of correspondence from First Genesis counsel re: depositions and discovery. Review case law regarding workers compensation payments and updated law on exception for continued depositions and trial.	1.40
04/14/2017	TAD	Receipt and review of correspondence from First Genesis counsel re: depositions and prepare response to same. Prepare correspondence to City re: information on former employee.	0.30
04/18/2017	TAD	Receipt and review of correspondence from First Genesis counsel re: Mootz deposition. Receipt of correspondence from Plaintiff counsel re: deposition of Dennis Galindez. Review documents from City and prepare responses to Second Request for Production. Confer with City re: additional documents needed from finance to response to request.	1.50

adv. Galindez, Dennis (slip & fall)

			HOURS	
04/19/2017	TAD	Confer with City (finance) regarding documents for response to request for production. Receipt of third request for production to City.	0.30	
04/21/2017	TAD	Prepare correspondence to city re: response to request for production. Receipt of correspondence from City re: information on former employee re: deposition of same. Prepare correspondence to First Genesis counsel re: former employee and discovery responses.	0.40	
04/24/2017	TAD	Review records from Facilities re response to request for production. Prepare correspondence to facilities manager re additional information required. Prepare outline of issues for pre-deposition meeting with Brode. Receipt of correspondence and documents from Ramsey re answers to interrogatories and response to request for production. Prepare response to request for admissions. Prepare answers to interrogatories. Prepare correspondence to Ramsey re additional responses.	3.40	
04/25/2017	TAD	Prepare correspondence to city re discovery responses. Prepare correspondence to City representative re depositions. Receipt of personnel file of Magnanti re response to discovery	2.40	
	TAD	Review records from Facilities re response to request for production. Prepare correspondence to facilities manager re additional information required. Prepare outline of issues for pre-deposition meeting with Brode. Receipt of correspondence and documents from Ramsey re answers to interrogatories and response to request for production. Prepare response to request for admissions. Prepare answers to interrogatories. Prepare correspondence to Ramsey re additional responses.	3.40	
04/26/2017	TAD	Attend meeting with Brode re deposition. Receipt of documents from finance re response to discovery. Prepare revisions to request for production.	4.10	
04/28/2017	TAD	Receipt of notice of deposition of Brode. Prepare correspondence to plaintiff re deposition and receipt of response to same. Prepare correspondence to city re deposition	0.40	
		FOR CURRENT SERVICES RENDERED	20.90	4,075.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	20.90	$195.00	$4,075.50

Photocopies	53.90
TOTAL EXPENSES THRU 04/30/2017	53.90
TOTAL CURRENT WORK	4,129.40
BALANCE DUE	$4,129.40

CITY OF BOYNTON BEACH

05/02/2017

ACCOUNT NO: 306-9905083

STATEMENT NO: 15188

adv. Galindez, Dennis (slip & fall)

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

05/02/2017
ACCOUNT NO: 306-9905092
STATEMENT NO: 15189

Attn: Lynn Swanson

adv. Caliskan, Hasan (MVA)

Billing Category: 18-RLO
Claim #001470-000354-AB-02

			HOURS	
04/03/2017	TAD	Receipt and review of correspondence re: motion to strike and prepare response to same. Receipt of surveillance interrogatories to the City. Prepare correspondence to surveillance firm regarding interrogatories and receipt of response to same. Reveiw surveillance reports and prepare draft answers to interrogatories. Reveiw case law regarding response to motion to strike.	2.70	
04/10/2017	TAD	Receipt and review of correspondence to Judge re: motion to strike and case law.	0.30	
04/12/2017	TAD	Review case law re: issues with proposal for settlement to plaintiffs. Prepare notice of service of proposal for settlement to Caliskan and notice to Sezen. Prepare proposal for settlement to Caliskan and proposal to Sezen. Prepare release for inclusion with proposal to Caliskan and release for Sezen.	2.90	
04/20/2017	TAD	Receipt and review of correspondence from plaintiff re: depositions of investigator and physicians and prepare response to same. Prepare correspondence to investigator re: depositions. Prepare correspondence to expert re: CME and information on claims. Prepare request for CME for Caliskan. Prepare request for CME for Sezen.	1.30	
		FOR CURRENT SERVICES RENDERED	7.20	1,404.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	7.20	$195.00	$1,404.00

TOTAL CURRENT WORK	1,404.00
BALANCE DUE	$1,404.00

CITY OF BOYNTON BEACH

05/02/2017

ACCOUNT NO: 306-9905092

STATEMENT NO: 15189

adv. Caliskan, Hasan (MVA)

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

05/02/2017
ACCOUNT NO: 306-9905102
STATEMENT NO: 15190

Attn: Lynn Swanson

adv. Blutcher, Pamela (MVA)

Billing Category - 18RLO
Claim #001470-000369-AB-01

			HOURS	
04/10/2017	TAD	Review status of discovery and prepare motion to compel plaintiff to respond to discovery. Prepare correspondence to plaintiff re: deposition. Prepare notice of hearing on motion. Prepare correspondence to court re: motion and hearing.	1.50	
04/25/2017	TAD	Review motion to compel and discovery and prepare for hearing on same. Prepare proposed order on motion.	0.80	
		FOR CURRENT SERVICES RENDERED	2.30	448.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	2.30	$195.00	$448.50

Photocopies	25.90
TOTAL EXPENSES THRU 04/30/2017	25.90
TOTAL CURRENT WORK	474.40
BALANCE DUE	$474.40

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

05/02/2017
ACCOUNT NO: 306-9905111
STATEMENT NO: 15191

Attn: Lynn Swanson

adv. Goldman, Barry (bike/grate accident)

Billing Category: 18-RLO
Claim #001470-000373-GB-01

			HOURS
04/03/2017	TAD	Review plaintiffs proposed verdict form re: trial. Review plaintiffs damage claims re: setoffs for trial. Prepare correspondence to City and adjuster re: status of trial.	1.60
04/04/2017	IR	Continued trial preparation and finalized Defendant, City of Boynton Beach's Motion in Limine as to Expert Witness Andres Correa and retrieved 19 supporting legal citations, which including Florida Statues, and state of Florida and federal cases that support our motion; organized hearing folder for this motion in limine; receipt, reviewed and organized Plaintiff's new Exhibit #46 'Pre-Accident' photographs of the Plaintiff; duly marked and put into Plaintiff's Exhibits for use at trial; reviewed the Court's Order Re-Setting Case for Jury Trial, entered this date and set for 5.19.17 calendar call and trial period commencing 5.29.17;	6.30
	TAD	Receipt of additional exhibits from Plaintiff in response to exhibit exchange. Receipt of order from Court resetting trial. Prepare correspondence to City re: order. Prepare correspondence to witnesses re: trial reset and receipt of responses to same.	1.70
04/05/2017	IR	Several telephone calls to opposing counsel's office regarding the special set hearing dates from Judge Rowe's J.A. for our Motion in Limine re:: Striking Plaintiff's Expert Witnesses' deposition testimony at trial; prepared emails regarding same / status; telephone conference with Sherrie, Judge Rowe's J. A. regarding dates of special set hearing; preparation of status emails after each phone conference and finalization of hearing on Judge Rowe's Special Set motion calendar for May 31, 2017;	1.30
04/06/2017	IR	Reviewed new projects received from attorneys, updated Weekly WIP to send to firm partners, for review at weekly Friday morning meeting and emailed to attorneys;	0.70
	TAD	Review information on before and after witness re: deposition of same. Prepare correspondence to court re: motion in limine. Receipt of correspondence from plaintiff re: witness and prepare response to same. Prepare notice of deposition of witness. Prepare outline re deposition.	2.40

adv. Goldman, Barry (bike/grate accident)

			HOURS	
04/12/2017	IR	Receipt, reviewed and responded to emails regarding background searches pertaining to Plaintiff's latest filing of trial witnesses [co-workers]; reviewed ORder Re-Setting Case for Jury Trial, entered by the Court on 4.4.17, regarding dates for depositions of Plaintiff's trial witnesses.	0.30	
04/13/2017	TAD	Review medical claims and set off re: outline of issues with proposal for settlement for discussion with City. Draft proposal for settlement to plaintiff. Prepare notice of service of proposal and release for inclusion with proposal. Review case l;aw re: plaintiff's proposed verdict form and issues with set off.	3.80	
04/14/2017	TAD	Reveiw damage information re: setoff and potential verdicts for conference with City and JAC/. Confer with JAC re: proposal for settlement issues. Telephone conference with City re: proposal for settlement issues. Prepare correspondence to the city re: proposal. Receipt of notice of service of proposal from Plaintiff and receipt of proposal.	1.30	
04/21/2017	TAD	Receipt and review of correspondence from plaintiff counsel re: deposition of Florek and prepare response to same. Review information on additional witness re: deposition of same.	1.30	
04/24/2017	TAD	Prepare subpoena for deposition of plaintiff witness. Prepare correspondence to City witnesses re trial period.	0.50	
04/25/2017	TAD	Review information from Court re trial setting and ecalender call. Review information on witnesses for recorded depositions. Review case law re witnesses for trial	1.80	
	TAD	Prepare subpoena for deposition of plaintiff witness. Prepare correspondence to City witnesses re trial period.	0.50	
04/28/2017	IR	Re-reviewed trial notebook and prepared tickler to complete	0.40	
		FOR CURRENT SERVICES RENDERED	23.90	4,030.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
INGRID RIERA	9.00	$125.00	$1,125.00
TRACEY A. DECARLO	14.90	195.00	2,905.50

Photocopies	92.75
TOTAL EXPENSES THRU 04/30/2017	92.75
TOTAL CURRENT WORK	4,123.25
BALANCE DUE	$4,123.25

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

05/02/2017
ACCOUNT NO: 306-9905132
STATEMENT NO: 15192

Attn: Lynn Swanson

adv. Wade, George (auto accident)

Billing Category: 18-RLO
Claim #001470-000380-AB-01

			HOURS
04/05/2017	IR	In preparation for trial, review of surveillance report of the Plaintiff, initial review of Plaintiff's Trial Disclosure filed March 9 2017; initial review to compare documents listed and documents in our possession, either received through discovery or presuit from our client, the City of Boynton Beach to prepare for trial.	2.20
	TAD	Review jury instructions and revise same re: trial preparation. Revise verdict form to include additional portions. Prepare notice of service of proposal for settlement and proposal for settlement. Prepare release as exhibit to proposal.	3.60
04/06/2017	TAD	Telephone conference with judicial assistant re: trial setting and e-calendar call issues. Prepare correspondence to plaintiff counsel re: expert depositions. Review witness and exhibit lists re: same. Review status of discovery and prepare third request for production to plaintiff. Review issues with responses to subpoenas and prepare correspondence re: same. Review information from web sources re: plaintiff statue. Review information regarding property damage claim and stipulation re: trial issues.	3.70
04/07/2017	IR	Continuation to review of Plaintiff's pretrial disclosure specifically in an effort to review his medical providers and dates of service, to prepare for trial; reviewed the Court's Order Setting Case for Trial with deadlines, entered on September 15, 2016, and the Court's subsequent reset of its trial order entered December 2, 2016; initial preparation of the City's trial binder to organize for TAD; re-reviewed Plaintiff's trial experts and printed a list of medical information in our possession, to commence new project Re:: Plaintiff's medical providers list and dates of treatment to compare and correlate in an excel spreadsheet comparison chart in advance of trial;	0.60
	IR	Receipt and initial review of documents received from our client enclosing payments made to First Genesis for alleged work performed by them and prepared notes to my working file, regarding the hourly rate compared with total amount paid from that year [and to review work performed, to compare same].	0.20
04/10/2017	TAD	Receipt and review correspondence re: response to subpoenas. Reveiw	

			HOURS
		records from Dr. Rajkumar and Advanced Health Care. Review records from Dr. Golden and prepare outline and exhibits for deposition of same.	4.40
04/11/2017	IR	Telephone call to Thomas Roush, MD office regarding status of their medical records that were subpoenaed in late 2016; received invoice from Dr. Roush's medical records clerk, Mariella; prepared email to TAD attaching same and conference with CD regarding same [and preparation of tickler to receive documents by April 20, 2017]; telephone conferences [several] with Slossberg Family Chiropractic / Advanced Healthcare [Kathryn Golden, DC's former office] regarding status of their medical and billing records of Plaintiff [non-responsive to our subpoena duces tecum from late 2016]; prepared email with subpoena and return of service, indicting service was accomplished and documents were not received [receptionist advised that an invoice was sent to 'Tina' and she provided a phone number, which turned out to be Plaintiff's counsels' office]; preparation of email summary of status in obtaining these records; receipt, review and downloaded 4 sets of records from Kathryn Golden, DC / Slossberg Family Chiropractic in Lake Worth, FL.	4.10
	TAD	Continue review of records from plaintiffs primary care physician and prepare outline of deposition questions and exhibits for same. Confer with IVR re: trial exhibits and subpoenas.	4.20
04/12/2017	IR	Conference with TAD in preparation for the deposition of Dr. Kabinoff, initial review of numerous documents, to organize into groups with specific notes relating to Plaintiff's medical services received, conference with TAD to discuss locating the public records search for information relative to the Solid Waste Authority truck driver from incident when Plaintiff allegedly was injured.	1.30
	TAD	Receipt and review records re: treatment of the Plaintiff re: depositions and trial. Revise third request for production to plaintiff to include additional requests re: exhibits. Review testimony of plaintiff re: wage loss issues for trial.	2.80
	IR	Conference with TAD assistant, CD, regarding project to review 7 out of 8 sets of subpoenaed records that were received, to confirm complete sets of medical records; reviewed Trial Order and discovery dates to complete trial preparation projects [trial exhibits in order and list of trial witnesses].	0.60
04/13/2017	IR	Continuation of review of Plaintiff's medical records [numerous medical providers and dates of service], to glean information in order to cross-reference with other medical providers and treatment sought by the Plaintiff, to utilize at physicians' depositions currently being scheduled and for use at trial as well;	3.40
	IR	Reviewed online searches related to Plaintiff, in an attempt to locate information pertaining to and his assertions of lost income [re: his tile business, including other tile companies and initials he may have worked with] ; conference with TAD regarding trial preparation, including recent discovery sent to the Plaintiff [relating to his income allegations]; reviewed Plaintiff's deposition transcript, with notations of inconsistencies of his testimony, for use at trial and in an effort to locate witnesses and businesses [see prior entry];	3.40
	TAD	Review plaintiffs deposition re: trial issues and additional discovery. Confer with IVR re: trial preparation. Prepare notices of deposition for plaintiffs	

adv. Wade, George (auto accident)

			HOURS
		expert/physicians. Prepare correspondence to plaintiff re: depositions.	2.70
04/14/2017	TAD	Telephone conference with plaintiff counsel re: status and discovery. Prepare correspondence to medical expert re: review and trial issues.	0.40
04/17/2017	TAD	Confer with plaintiff counsel re: status and claims. Receipt of correspondence re: medical issues and prepare documents for review by expert for trial testimony.	1.30
04/18/2017	TAD	Receipt and review of correspondence from plaintiff re: depositions of physicians. Extended telephone conference with adjuster re: claim status and trial.	0.30
04/20/2017	TAD	Receipt and review correspondence from plaintiff re: depositions and agreement re: discovery deadlines. Prepare correspondence to plaintiff counsel re: issues with plaintiffs experts. Confer with IVR re: doctors depositions.	0.40
04/24/2017	TAD	Review plaintiffs discovery responses re trial exhibits and motions. Confer with IVRre trial issues. Prepare correspondence to expert re trial and additional information. Prepare correspondence to plaintiff physicians re depositions. Receipt of correspondence from Kabinoff and documents re deposition.	1.90
04/25/2017	IR	Continuation with trial preparation, which includes extensive reviews and searches of documents saved to pdf, received through subpoenas, discovery and other sources in an effort to organize trial exhibits; reviewed videos of the Plaintiff [one at the scene of the accident and the second was surveillance one month after the accident - both to be utilized as exhibits at trial and conference with TAD regarding same; second conference with TAD regarding documents needed from City of Boynton Beach, to be used as trial exhibits and to confirm if said poliices were exchanged during the discovery phase of litigation;	5.60
04/26/2017	IR	Continuation of trial preparation, including locating and retrieval and organization of trial exhibits on behalf of the City of Boynton Beach, for use at trial; initial review and organization of various testimony of the Plaintiff, in most cases presented under oath, and initial preparation to cross-reference same, for impeachment use at trial;	5.30
04/27/2017	IR	Continued to review extensive / multiple medical records for organization and incorporation to utilize as trial exhibits on behalf of the City of Boynton Beach, for use at trial [filed twice for the City, first on November 11, 2016 and another on ; reviewed and created folders for Plaintiff's trial exhibits and to organize in specific groups, medical providers and medical facilities; initially organized trial witness folders, for use at trial.	
		continuation of review case documents for use at trial [multiple medical providers]	6.20

adv. Wade, George (auto accident)

			HOURS	
04/28/2017	IR	Continuation of review and organization of trial exhibits [partially organized, but not in order], following our disclosure list filed with the court on November 11, 2016 and in compliance with the Court's Order Re-Setting Case for Jury Trial entered December 2, 2016; continuous updates to City of Boynton Beaches' Trial Notebook, including proposed voir dire, jury selection information, jury instructions, verdict form and legal research with case law and Fla. Stat. listed, as appropriate and other information to be updated, as witness depositions are taken and final discovery is exchanged.	6.20	
	TAD	Review case law re potential motions in limine re trial exhibit and witness issues.	2.30	
		FOR CURRENT SERVICES RENDERED	67.10	10,347.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
INGRID RIERA	39.10	$125.00	$4,887.50
TRACEY A. DECARLO	28.00	195.00	5,460.00

Photocopies	306.25
TOTAL EXPENSES THRU 04/30/2017	306.25
TOTAL CURRENT WORK	10,653.75
BALANCE DUE	$10,653.75

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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05/02/2017
ACCOUNT NO: 306-9905171
STATEMENT NO: 15193

Attn: Lynn Swanson

adv. Caliendo, Giovanni & Emily (code violation)

Billing Category: 18-RLO
Claim #001470-000400-PI-01

			HOURS	
04/11/2017	TAD	Prepare correspondence to City re: information on Hart. Review code issues and prepare request for production to plaintiffs. Prepare interrogatories to plaintiff G. Caliendo.	2.80	
04/14/2017	TAD	Receipt and review of correspondence from the City re: information for response to discovery requests and prepare response to same.	0.20	
		FOR CURRENT SERVICES RENDERED	3.00	585.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	3.00	$195.00	$585.00

TOTAL CURRENT WORK	585.00
BALANCE DUE	$585.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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100 East Boynton Beach Boulevard
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05/02/2017
ACCOUNT NO: 306-9905179
STATEMENT NO: 15194

Attn: Lynn Swanson

adv. Ceasor-Mondelus, Jacqueline (MVA)

Billing Category: 18 - RLO
Claim #001470-000394-AD-01

			HOURS	
04/04/2017	TAD	Receipt and review of second notice letter with consortium notice. Receipt of correspondence from the City re: information on accident and evidence. Reveiw claim information re: accident re: meeting with City on same.	0.60	
04/05/2017	TAD	Confer with City representatives re: information on accident and fire rescue run., Receipt of correspondence from the adjuster re: claim information.	0.30	
04/06/2017	TAD	Receipt and review of documents from City re: response to request for information on accident. Receipt of additional reports and photographs re: incident. Receipt of radio traffic.	0.80	
		FOR CURRENT SERVICES RENDERED	1.70	331.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	1.70	$195.00	$331.50

TOTAL CURRENT WORK	331.50
BALANCE DUE	$331.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

05/02/2017
ACCOUNT NO: 306-9905186
STATEMENT NO: 15195

Attn: Lynn Swanson

adv. Shevlin, Patrick (false arrest)

Billing Category: 18-RLO
Claim #001470-000395-PP-01

			HOURS	
04/03/2017	TAD	Review case law re: Answer and Affirmative defenses. Prepare draft answer and affirmative defenses. Review plaintiffs answers to interrogatories and documents produced re: damage claims. Prepare correspondence to Davis re: response to discovery.	2.30	
04/04/2017	TAD	Review criminal and civil claims by Plaintiff. Reveiw available information on plaintiff from internet sources re: deposition of plaintiff.	1.60	
04/05/2017	TAD	Receipt of correspondence from Davis re: response to discovery and prepare response to same.	0.20	
04/06/2017	TAD	Receipt and review of correspondence from plaintiff's counsel re: offer to settle.	0.20	
04/28/2017	TAD	Prepare correspondence to Officer Davis re response to discovery. Telephone conference with plaintiff counsel re offer.	0.40	
		FOR CURRENT SERVICES RENDERED	4.70	916.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	4.70	$195.00	$916.50

TOTAL CURRENT WORK	916.50
BALANCE DUE	$916.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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100 East Boynton Beach Boulevard
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05/02/2017
ACCOUNT NO: 306-9905216
STATEMENT NO: 15196

Attn: Lynn Swanson

adv. Ryan, Ronald (whistleblower PD)

Billing Category: 18 - RLO
Claim #001470-000410-EP-01

			HOURS
04/05/2017	IR	Reviewed Ronald Ryan file and email to Plaintiff's counsel to receive documents response to our RFP [filed with the court on 3.3.17 and directives from TAD on 3.26.17]; reviewed pleadings and internal memoranda regarding whistle blower case; telephone conference with Plaintiff's office regarding their client's responsive documents need to be sent to us and updated our Team regarding same [to receive Plaintiff's scanned / pdf'd documents by Friday, April 7, 2017]; extensive file review regarding Former Officer Ryan's claims, including public social media postings of alleged events [his story of events] from October 2015; review pdf'd documents from the City, to determine if additional discovery is needed; preparation of email to Plaintiff's paralegal, confirming our phone conference today regarding their discovery still due to us;	3.40
04/06/2017	IR	Continued to review extensive file documents received from the City of Boynton Beach's as its responsive discovery documents [from its filed objections and responses to Plaintiff's Request for Production, filed with the court on January 10, 2017] and listed responses in our possession, received from the City to exchange with opposing counsel's office, per our emails 4.5.17; telephone conference with opposing counsel's paralegal to agree upon discovery exhibits exchange [explained our will be much more extensive, will take another day to review, redact and organize, which time includes reviewing audio and other CDs of information from our client, City of Boynton Beach]; conference with TAD regarding the above-information and receipt of CDs, and client's folders, which are responsive to discovery requests].	4.30
04/07/2017	IR	Continued to review an extensive amount of documents, in preparation of the City of Boynton Beaches' [very specific and detailed] Response to Plaintiff's Request to Produce propounded on November 21, 2016 and supplement to the City's January 10, 2017 by including said responsive documents, audio files, etc. Initial draft of "Defendant's ... Detailed List of Production Responsive Documents" to be filed with the court [with specificity, as stated prior] as to each numbered request [extensive documents and approximately 8 CDs / DVDs to review and burn for the	

adv. Ryan, Ronald (whistleblower PD)

			HOURS
		Plaintiff]; conference with GA regarding assistance [equipment needed to] to review DVDs and CDs of police radio and other visual and audio recordings, in an effort to produce to Plaintiff;	5.30
04/10/2017	IR	Continued to review and update Defendant, City of Boynton Beaches' detailed list of production responsive documents pursuant to the agreement between counsel of April 5, 2017 to exchange discovery records;	6.20
04/11/2017	TAD	Receipt and review of video information from the City re: response to discover. Confer with IVR re: response to discovery.	0.80
	IR	Continued to review and scan City of Boynton Beaches' original file [extensive documents, which include DVDs and CDs], for use in responding to Plaintiff's request to produce;	3.10
04/12/2017	IR	Continuation of reviewing Plaintiff's medical records, personnel file and post-incident [10..21.15] psychological evaluations and organized same, labeling each separate document for discovery.	4.30
04/13/2017	IR	Continuation to listed to over 10 CDs / DVDs for use in discovery and to list in the City's Responses to Request to Produce dated November 21, 2016; draft actual responses and listed specific documents and content from CDs that are being produced;	2.30
04/14/2017	IR	Reviewed and specifically marked date / time stamp from red light cameras regarding police chase through City of Boynton Beach [to flag specific time, in an effort to speed past all of the other red light camera records listed on two [2] CDs [if same will be utilized at a future date for any mediation presentations or potentially for use at trial];	2.10
04/17/2017	IR	Listened to Boynton Beach Police Department radio on CD of police chase from October 21, 2015 and tracked the date and time stamps [verbal] to each specific entry, for use at depositions, trial and potentially in City of Boynton Beaches' Responses to Plaintiff's Request to Produce;	1.50
04/18/2017	IR	Detailed review of Plaintiff's City of Boynton Beach / Boynton Beach Police Department's Internal Affair's [various] investigations, for use at upcoming depositions, possibly trial and as the City's Responses to Requests to Produce; listened to two last CDs in group of 9 [all the way through], to confirm #s 8 and 9 were the same police 'radio traffic' that detailed the car chase and specific communications with [former] Officer Ryan with his colleagues, other officers in pursuit of truck and employee directing [& requesting continuous updates] of vehicle pursuit, as the suspects fled from the police and at least a 30+ or so minute chase ensued, during which time the female victim jumped out of the truck and was found on I-95 [and Officer Ryan continued requesting information pertaining the suspects, victims and the alleged robbery from 10.21.15 after police were ordered to terminate the chase and to return to the city multiple times [prepared 11 pages of notes tracking the police chase from CD #s 8 & 9].	2.50
04/19/2017	IR	Final draft, prior to review with TAD regarding the City of Boynton Beaches' Responses to Plaintiff's Request for Production, propounded on November 21, 2016 and objections / responses filed January 10, 2017 [these are the	

adv. Ryan, Ronald (whistleblower PD)

			HOURS	
		actual records stated within the City's 1.10.17 responses / objections to Plaintiff, which include copies of DVDs and CDs [voluminous records, and 11 CDs - 2 of which were kept separate and IVR located and organized / noted the content of the complete set of 11 CDs received from our client at various dates and times];	3.10	
	IR	Reviewed, tagged information [pertaining to audible scans on CDs] and updated our various responses, which included two CDs that were received before the City provided their original CDs and paper files for use in the discovery phasae;	2.10	
04/20/2017	IR	Conference with TAD to extensively review and go over our responses to Plaintiff's request to produce, which included discussions that pertain to the content of the 11 CDs, privileged materials, redacted materials, and later discussions regarding obtaining a written waiver from the Plaintiff to provide his personnel vile and his Internal Affairs files to him, as the City's Response to Plaintiff's Request to Produce and pursuant to Government in the Sunshine Manual, 2014 Edition, certain material must be redacted; reviewed file for insurance policies for the years covering 2015 through 2016 and prepared emails to TAD regarding same;	4.20	
	TAD	Review final proposed discovery responses re: missing or additional information and public records/HIPAA concerns. Confer with IVR re: response to discovery.	2.90	
04/21/2017	IR	Telephone call to opposing counsel's paralegal regarding their client's written approval to receive his personnel files and his Internal Affairs files from the City of Boynton Beach Police Department, as the city's responses to requests for production are being finalized, organized and will be sent to opposing counsel's office early next week; prepared tickler to receive response from OC; extensive review and attempts to locate BRIT insurance policy no: PK1017314, covering the period of time from 4.1.15 through 4.1.16 [from other sources and other COBB cases]; prepared email to TAD regarding same, along with an update of Plaintiff waiving redaction policy.	2.60	
	TAD	Receipt and review correspondence re: insurance issues and prepare correspondence to the City re: same. Review additional records re: claims for discovery responses.	0.80	
		FOR CURRENT SERVICES RENDERED	51.50	6,752.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
INGRID RIERA	47.00	$125.00	$5,875.00
TRACEY A. DECARLO	4.50	195.00	877.50

Photocopies	202.30
TOTAL EXPENSES THRU 04/30/2017	202.30
TOTAL CURRENT WORK	6,954.80

CITY OF BOYNTON BEACH

05/02/2017

ACCOUNT NO: 306-9905216

STATEMENT NO: 15196

adv. Ryan, Ronald (whistleblower PD)

BALANCE DUE	$6,954.80

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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05/02/2017
ACCOUNT NO: 306-9905218
STATEMENT NO: 15197

Attn: Lynn Swanson

adv. Estime, Robens (Police Deadly Force)

Billing Category: 18-RLO
Claim #001470-000411-PP-01

			HOURS	
04/12/2017	TAD	Review statements from the officers and revise correspondence to the City re: status and claims.	0.90	
		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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100 East Boynton Beach Boulevard
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05/02/2017
ACCOUNT NO: 306-9905233
STATEMENT NO: 15198

Attn: Lynn Swanson

adv. Hill, Ashley (Police-excessive force)

Billing Category: 18 - RLO
Claim #001470-000378-PP-02

			HOURS	
04/03/2017	TAD	Receipt and review of correspondence from the City re: complaint. Telephone conference with the City re: response to complaint.	0.20	
04/04/2017	TAD	Receipt and review of correspondence re: status and service issues.	0.20	
04/11/2017	TAD	Receipt and review of complaint and receipt of correspondence from the City re: same.	0.30	
		FOR CURRENT SERVICES RENDERED	0.70	136.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	0.70	$195.00	$136.50

TOTAL CURRENT WORK	136.50
BALANCE DUE	$136.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Boynton Beach FL 33425

05/02/2017
ACCOUNT NO: 306-9905245
STATEMENT NO: 15199

Attn: Lynn Swanson

adv. Freeney, James (bike accident)

Billing Category: 15-RLO
Claim #001470-000420-GB-01

			HOURS	
04/28/2017	TAD	Receipt of correspondence re settlement authority. Telephone conference with City 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

Risk-Outside Counsel

Robert C Okon, P.A.

Harris v City, Martinez	1,216.72

Lewis, Stroud & Deutsch, PL - Apr 2017

Hill v City	520.25
Harris v City	247.50
	767.75

Roberts, Reynolds, Bedard & Tuzzio, PLLC-Mar 2017

Yesnick v City	66.00
Braswell v City	1,435.50
Boynton Old School v City	1,353.00
Andrews v Haugh	0.00
Hill v City	412.50
Kimsey v City & Brooks	140.00
Harris v City	0.00
Broberg v City	8,643.84
	12,050.84

TOTAL Feb & Mar 2017 Outside Counsel - Risk	14,035.31

ROBERTS, REYNOLDS, BEDARD & TUZZIO, PLLC

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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

April 17, 2017
Bill No. 9916497

FINAL BILL.

CLIENT:	City of Boynton Beach	032
MATTER:	Braswell v. Boynton Beach	16497

Claim #N/A

BILL FOR FEES AND COSTS THROUGH 04/18/17

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
03/02/17	Receipt and review of e-mail from City Attorney Tracey DeCarlo re: status of City providing approval for settlement and/or being placed on Agenda for Commission approval at next meeting.	LHR	0.20
03/06/17	Telephone conference with City attorney Tracey Decarlo re: status of City agenda and commissioners approval of settlement.	AGA	0.30
03/06/17	Preparation of e-mail to City attorney Tracey Decarlo re: status of City agenda and commissioners approval of settlement.	AGA	0.30
03/06/17	Telephone conference with Linnes Finney, counsel for Plaintiff, re status of approval of settlement.	AGA	0.30
03/06/17	Receipt and review of e-mail from Linnes Finney, counsel for Plaintiff, re: city council's agenda.	LHR	0.30
03/06/17	Preparation of email response to Linnes Finney, counsel for Plaintiff, re: city council's agenda.	LHR	0.30
03/06/17	Preparation of e-mail to Linnes Finney, counsel for Plaintiff, re status of approval of settlement.	AGA	0.30
03/06/17	Receipt and review of e-mail from Linnes Finney, counsel for Plaintiff, re status of approval of settlement.	AGA	0.30
03/06/17	Preparation of second email to Linnes Finney, counsel for Plaintiff, re status of approval of settlement.	AGA	0.30
03/06/17	Second telephone conference with City Attorney Decarlo regarding status of City approval of settlement agreement and Plaintiff's questions regarding the same.	AGA	0.30

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
03/06/17	Receipt and review of e-mail from Plaintiff's counsel Linnes Finney re: advising settlement approval not on City Commission Agenda and inquiries as to status of approval of settlement.	LHR	0.20
03/06/17	Receipt and review of e-mail from City Risk Manager Julie Oldbury re: requesting W9 for Plaintiff's counsel.	LHR	0.20
03/07/17	Preparation of e-mail to City Risk Manager Julie Oldbury re: providing W9 for Plaintiff's counsel per her request for same.	LHR	0.20
03/07/17	Receipt and review of e-mail from City Risk Manager Julie Oldbury re: requesting information as to how settlement funds should be made payable.	LHR	0.20
03/07/17	Preparation of second e-mail response to City Risk Manager Julie Oldbury re: advising and confirming as to how settlement funds should be made payable.	LHR	0.20
03/07/17	Telephone conference with Linnes Finney, counsel for Plaintiff, re: status of settlement approval.	AGA	0.30
03/07/17	Receipt and review of e-mail from Linnes Finney, counsel for Plaintiff, re: City Council's agenda and settlement approval.	AGA	0.20
03/07/17	Preparation of e-mail to Tracey DeCarlo, counsel for City, re: City Council's agenda and settlement approval.	AGA	0.20
03/07/17	Preparation of email response to Linnes Finney, counsel for Plaintiff, re: City Council's agenda and settlement approval.	AGA	0.20
03/07/17	Receipt and review of second e-mail from Linnes Finney, counsel for Plaintiff, re: City Council's agenda and settlement approval.	AGA	0.20
03/07/17	Preparation of second email to Linnes Finney, counsel for Plaintiff, re: City Council's agenda and settlement approval.	AGA	0.20
03/07/17	Receipt and review of e-mail from Tracey DeCarlo, counsel for City, re: City Council's agenda and settlement approval.	AGA	0.20
03/07/17	Preparation of second email to Tracey DeCarlo, counsel for City, re: City Council's agenda and settlement approval.	AGA	0.20
03/08/17	Preparation of e-mail to Tracey DeCarlo, attorney for City, re: status of settlement.	AGA	0.30
03/08/17	Receipt and review of e-mail from Tracey DeCarlo, attorney for City, re: advising settlement check was issued.	AGA	0.30
03/08/17	Preparation of second email to Tracey DeCarlo, attorney for City, re: advising settlement check was issued.	AGA	0.30
03/08/17	Telephone conference with Linnes Finney, counsel for Plaintiff, re: City's approval of settlement agreement.	AGA	0.30
03/08/17	Receipt and review of e-mail from Linnes Finney, counsel for Plaintiff, re: confirm status of settlement check.	AGA	0.30
03/10/17	Telephone conference with Julie Oldbury, City, re: status of settlement check.	AGA	0.20
03/10/17	Preparation of e-mail to Tracey DeCarlo, counsel for City, re: status of settlement check.	AGA	0.30

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
03/10/17	Receipt and review of e-mail from Tracey DeCarlo, counsel for City, re: status of settlement check.	AGA	0.30
03/10/17	Preparation of second email to Tracey DeCarlo, counsel for City, re: status of settlement check.	AGA	0.20
03/13/17	Correspondence to Plaintiff's counsel Linnes Finney re: settlement check.	LHR	0.20
03/13/17	Correspondence to City Risk Manager Julie Oldbury re: Plaintiff's original executed General Release.	LHR	0.20
03/13/17	Receipt and review of e-mail from Christine O'Brien, excess carrier representative, re: acknowledging receipt of Plaintiff's executed General Release and full resolution of pre-suit case.	LHR	0.20

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
AGA	Andrea G. Amigo, Partner	6.30	165.00	1,039.50
LHR	Lyman H. Reynolds, Jr., Partner	2.40	165.00	396.00
	Total Professional Services	**8.70**		**$1,435.50**

CURRENT BILL TOTAL AMOUNT DUE	**$**	**1,435.50**
Balance Forward:		2,257.00
Payments & Adjustments:		-2,257.00
Total Due:	**$**	**1,435.50**

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to

Roberts, Reynolds, Bedard & Tuzzio, PLLC
470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Bill Number: **9916497**
Bill Date: **April 17, 2017**
Client Code: **032**
Client Name: **City of Boynton Beach**
Matter Code: **16497**
Matter Name: **Braswell v. Boynton Beach**

Total Professional Services		1,435.50
Total Disbursements		0.00
CURRENT BILL TOTAL AMOUNT DUE	**$**	**1,435.50**
Balance Forward:		2,257.00
Payments & Adjustments:		-2,257.00
Total Due:	**$**	**1,435.50**
Past Due Balance		0.00
TOTAL AMOUNT DUE		**$1,435.50**

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

April 17, 2017
Bill No. 36858

CLIENT: City of Boynton Beach 032
MATTER: Boynton Old School v. Boynton Beach 13214

Claim #N/A
BILL FOR FEES AND COSTS THROUGH 03/31/17

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
02/07/17	Receipt and review of Index to Record on Appeal.	LHR	0.40
02/08/17	Correspondence to City Risk Manager Julie Oldbury re: Index to Record on Appeal.	LHR	0.20
03/14/17	Receipt and review of e-mail from Appellant's counsel David Sales re: requesting 30 day extension for filing of Initial Brief.	LHR	0.20
03/14/17	Preparation of email response to Appellant's counsel David Sales re: advising of no objection to his requested 30 day extension for filing of Initial Brief.	LHR	0.20
03/14/17	Receipt and review of second e-mail from Appellant's counsel David Sales re: acknowledging and confirming no objection to his requested 30 day extension for filing of Initial Brief.	LHR	0.20
03/14/17	Preparation of second e-mail response to Appellant's counsel David Sales re: status of case.	LHR	0.20
03/14/17	Receipt and review of e-mail from David Sales, counsel for Plaintiff, re: 30 day extension for Plaintiff's brief.	AGA	0.30
03/14/17	Preparation of email response to David Sales, counsel for Plaintiff, re: agreement with 30 day extension for Plaintiff's brief.	AGA	0.30
03/14/17	Receipt and review of second e-mail from David Sales, counsel for Plaintiff, re: 30 day extension for Plaintiff's brief.	AGA	0.30
03/14/17	Preparation of email response to David Sales, counsel for Plaintiff, re: agreement 30 day extension for Plaintiff's brief.	AGA	0.30
03/14/17	Receipt and review of third email from David Sales, counsel for Plaintiff, re: acknowledging agreement 30 day extension for Plaintiff's brief.	AGA	0.30
03/15/17	Receipt and review of Appellant's Notice of Agreed Extension of Time to File Initial Brief.	LHR	0.40

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
03/16/17	Correspondence to City Risk Manager Julie Oldbury re: Appellant's Notice of Agreed Extension of Time to File Initial Brief.	LHR	0.20
03/18/17	Receipt and review of Record on Appeal (673 pgs).	LHR	4.50
03/30/17	Receipt and review of Notice of Appearance of Co-Counsel for Appellant and Designation of Electronic Email Addresses.	LHR	0.20

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
AGA	Andrea G. Amigo, Partner	1.50	165.00	247.50
LHR	Lyman H. Reynolds, Jr., Partner	6.70	165.00	1,105.50
	Total Professional Services	**8.20**		**$1,353.00**

CURRENT BILL TOTAL AMOUNT DUE	$	**1,353.00**
Balance Forward:		577.50
Payments & Adjustments:		-577.50
Total Due:	$	**1,353.00**

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to

Roberts, Reynolds, Bedard & Tuzzio, PLLC
470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Bill Number: **36858**
Bill Date: **April 17, 2017**
Client Code: **032**
Client Name: **City of Boynton Beach**
Matter Code: **13214**
Matter Name: **Boynton Old School v. Boynton Beach**

Total Professional Services		1,353.00
Total Disbursements		0.00
CURRENT BILL TOTAL AMOUNT DUE	**$**	**1,353.00**
Balance Forward:		577.50
Payments & Adjustments:		-577.50
Total Due:	**$**	**1,353.00**
Past Due Balance		0.00
TOTAL AMOUNT DUE		**$1,353.00**

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

April 17, 2017
Bill No. 36859

CLIENT: City of Boynton Beach — 032
MATTER: Yesnick v. Boynton Beach — 13300

Claim #N/A
BILL FOR FEES AND COSTS THROUGH 03/31/17

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
03/13/17	Receipt and review of e-mail from Dr. Michael Zeide re: case status.	LHR	0.20
03/13/17	Preparation of correspondence to Dr. Michael Zeide re: case status.	LHR	0.20

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
LHR	Lyman H. Reynolds, Jr., Partner	0.40	165.00	66.00
	Total Professional Services	**0.40**		**$66.00**

CURRENT BILL TOTAL AMOUNT DUE	**$ 66.00**
Balance Forward:	49.50
Payments & Adjustments:	-49.50
Total Due:	**$ 66.00**

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to

Roberts, Reynolds, Bedard & Tuzzio, PLLC
470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Bill Number: **36859**
Bill Date: **April 17, 2017**
Client Code: **032**
Client Name: **City of Boynton Beach**
Matter Code: **13300**
Matter Name: **Yesnick v. Boynton Beach**

Total Professional Services		66.00
Total Disbursements		0.00
CURRENT BILL TOTAL AMOUNT DUE	**$**	**66.00**
Balance Forward:		49.50
Payments & Adjustments:		-49.50
Total Due:	**$**	**66.00**
Past Due Balance		0.00
TOTAL AMOUNT DUE		**$66.00**

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

April 17, 2017
Bill No. 36860

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 03/31/17

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
03/03/17	Receipt and review of Defendant Crawford's Motion to Strike Impertinent and Scandalous Material; Motion to Dismiss with Prejudice; and for Costs together with Notice of Hearing and correspondence to Judge with documents attached thereto.	LHR	0.50
03/03/17	Receipt and review of correspondence from Crawford's counsel Lewis to Judge Gillen with courtesy copies of documents for upcoming hearing on Crawford's Motion to Strike Impertinent & Scandalous Material, Motion to Dismiss with Prejudice, and for Costs, and review of same.	LHR	0.40
03/04/17	Review records pertaining to Plaintiff, Leif Broberg, received from Florida Department of Economic Opportunity, Palm Beach Sheriff's Office, Palm Beach Sheriff's Office FBI Task Force, Social Security Administration, Palm Beach County Commission on Ethics, Chief Inspector General, Florida Commission on Ethics, Executive Office of the Governor, Florida Commission on Human Relations, Department of Administrative Hearings, and Florida Department of Law Enforcement to identify any complaints filed by Plaintiff, potential witnesses, or other defense leads.	RKD	1.70
03/05/17	Review records pertaining to Plaintiff, Leif Broberg, received from Florida Department of Financial Services (373 pgs) to identify any complaints filed by Plaintiff, potential witnesses, or other defense leads.	RKD	2.80
03/08/17	Receipt and review of e-mail from Judge Gillen to Crawford's counsel Lewis re: issues with submission of courtesy copies for upcoming hearing on Crawford's Motion to Strike, Motion to Dismiss, and for Costs and directives concerning same.	LHR	0.20

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
03/10/17	Receipt and review of e-mail from Julie Oldbury re enclosing Leif Broberg's workers compensation and administrative leave dates.	RKD	0.20
03/10/17	Receipt and review of spreadsheet containing Leif Broberg's workers compensation and administrative leave dates.	LHR	0.40
03/11/17	Receipt and review of records pertaining to Wilson Pierre received from State Attorney's Office pursuant to public records request (348 pgs)	LHR	3.50
03/11/17	Review Plaintiff's Complaint, Answers to Interrogatories, Responses to City's Request to Produce (151 pgs), Responses to Defendant Crawford's Request to Produce (408pgs), emails and their attachments received from City pursuant to Plaintiff's Request to Produce (1627), Plaintiff's personnel file and Internal Affairs file, and other case materials to prepare timeline of events related to Plaintiff's administrative leave and prepare potential exhibits for use at Plaintiff's deposition.	RKD	6.20
03/12/17	Continued review of Plaintiff's Complaint, Answers to Interrogatories, Responses to City's Request to Produce (151 pgs), Responses to Defendant Crawford's Request to Produce (408pgs), emails and their attachments received from City pursuant to Plaintiff's Request to Produce (1627), Plaintiff's personnel file and Internal Affairs file, and other case materials to prepare timeline of events related to Plaintiff's administrative leave and prepare potential exhibits for use at Plaintiff's deposition.	RKD	4.40
03/13/17	Preparation of correspondence to Julie Oldbury re: summary of records pertaining to Plaintiff, Leif Broberg.	LHR	0.70
03/13/17	Preparation of correspondence to Colleen Edwards re: Gallagher Basset's Defense Attorney's Suit Status Report.	LHR	0.30
03/13/17	Preparation of Gallagher Basset's Defense Attorney's Suit Status Report.	LHR	5.90
03/13/17	Receipt and review of e-mail from Plaintiff's counsel, Adrian Alvarez, re: change of start time of deposition of Amy Broberg.	LHR	0.20
03/13/17	Draft/Revise prepare Third Re-Notice of Taking Deposition of Plaintiff, Amy Broberg.	LHR	0.30
03/13/17	Receipt and review of Plaintiff's Reply to Defendant City's Affirmative Defenses to Second Amended Complaint.	LHR	0.40
03/14/17	Receipt and review of e-mail from Harriet Lewis re: not attending deposition of Amy Broberg.	LHR	0.20
03/14/17	Correspondence to City Risk Manager Julie Oldbury re: Plaintiff's Reply to Defendant City's Affirmative Defenses to Second Amended Complaint.	LHR	0.20
03/16/17	Review of file materials in preparation of the deposition of Amy Broberg.	AGA	1.60

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
03/17/17	Telephone conference with Julie Oldbury re confirming City follows Whistleblower statute in regards to person designated to receive Whistleblower complaints.	RKD	0.20
03/17/17	Attendance at the deposition of Amy Broberg in Boca Raton, FL.	AGA	5.50
03/17/17	Correspondence to Julie Oldbury, City, re: outcome of meetings with Officer Ray Thomas and City Manager Lori LaVerriere.	NSM	1.50
03/20/17	Receipt and review of Notice of Cancellation of Hearing on Defendant Crawford's Motion to Strike Impertinent & Scandalous Materials, Motion to Dismiss with Prejudice, and for Costs.	LHR	0.20
03/20/17	Receipt and review of Re-Notice of Hearing on Defendant Crawford's Motion to Strike Impertinent & Scandalous Materials, Motion to Dismiss with Prejudice, and for Costs.	LHR	0.20
03/20/17	Receipt and review of e-mail from Counsel for Defendant Crawford, Marvin B. Nodel, re: cancellation of hearing on Defendant Crawford's Motion to Strike.	LHR	0.20
03/20/17	Research issue of how to properly subpoena FBI agents.	JHL	1.20
03/20/17	Receipt and review of correspondence from Co-Defendant's counsel Nodel to Judge Gillen re: courtesy copies of documents for upcoming special set hearing on Crawford's Motion to Strike, Motion to Dismiss, and for Costs.	LHR	0.20
03/20/17	Receipt and review of correspondence from Co-Defendant's counsel Nodel re: requesting if City will be willing to join in Motion to Strike.	LHR	0.20
03/21/17	Telephone conference with FBI Chief Counsel Julio Ball re: where and how to serve subpoenas.	JHL	0.30
03/21/17	Drafting of (Initial)correspondence to FBI Chief Counsel enclosing request to serve subpoenas for deposing FBI Agents.	JHL	1.40
03/22/17	Revisions to Touhy request to FBI regarding City's request to take depositions of FBI Agents Robinson and Colagiovanni.	AGA	0.40
03/22/17	Correspondence to Julie Oldbury, City, re: request for authority to Join Chief Crawford's Motion to Strike Impertinent and Scandalous Material from the Second Amended Complaint.	AGA	0.30
03/22/17	Receipt and review of e-mail from Julie Oldbury, City, re:providing authority to Join Chief Crawford's Motion to Strike Impertinent and Scandalous Material from the Second Amended Complaint.	AGA	0.30
03/22/17	Preparation of Defendant, City of Boynton Beach's Notice of Joinder with Defendant, Suzanne Crawford's Motion to Strike Impertinent and Scandalous Material; Motion to Dismiss with Prejudice; and for Costs.	AGA	0.30
03/22/17	Drafting of proposed subpoenas for FBI agents to gather deposition testimony duces tecum.	JHL	1.30

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
03/27/17	Receipt and review of e-mail from Florida Court Reporting re: deposition transcripts on Leif Broberg and Amy Broberg.	LHR	0.10
03/28/17	Review of Asst. Chief Crawford's Motion to Strike and to Dismiss and City's Notice of Joinder in preparation for hearing on same.	NSM	0.50
03/29/17	Attendance at the hearing on Assistant Chief Crawford's Motion to Dismiss Scandalous Allegations and Motion to Dismiss before Judge Gillen at the Palm Beach County Courthouse in West Palm Beach, Florida.	NSM	2.50
03/29/17	Review Reply to City's Affirmative Defenses.	JHL	0.30
03/30/17	Receipt and review of Court's executed Order on Defendant Crawford's Motion to Strike Impertinent and Scandalous Material, Motion to Dismiss with Prejudice, and for Costs.	LHR	0.20
03/30/17	Receipt and review of e-mail from Plaintiff's counsel Alvarez to Co-Defendant's counsel Gurney re: deposition of Chief Jeffrey Katz.	LHR	0.20
03/30/17	Preparation of email response to Plaintiff's counsel Alvarez and Co-Defendant's counsel Gurney re: deposition of Chief Jeffrey Katz.	LHR	0.20
03/30/17	Receipt and review of second e-mail from Plaintiff's counsel Alvarez to Co-Defendant's counsel Gurney re: deposition of Chief Jeffrey Katz.	LHR	0.20
03/30/17	Receipt and review of e-mail from attorney Nick Gurney to Plaintiff's counsel Alvarez re: advising he is not counsel for Chief Katz and incorrect counsel included on email concerning deposition.	LHR	0.20
03/30/17	Research for Motion to Strike Reply to City's Affirmative Defenses.	JHL	1.10

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
AGA	Andrea G. Amigo, Partner	8.40	165.00	1,386.00
JHL	Jordan H. Lewis, Associate	5.60	140.00	784.00
LHR	Lyman H. Reynolds, Jr., Partner	15.30	165.00	2,524.50
NSM	Nicholas S. Madsen, Associate	4.50	140.00	630.00
RKD	Rebecca K. Davis, Paralegal	15.50	80.00	1,240.00
	Total Professional Services	**49.30**		**$6,564.50**

DISBURSEMENTS

Date	Description	Amount

DISBURSEMENTS

Date	Description	Amount
03/16/17	Court Reporter #171634: transcript, depo, Leif Broberg, 307 pp, 4 pp color copies, 17 pp black-and-white copies. - Florida Court Reporting	1,526.40
03/17/17	Court Reporter #171628: transcript, Amy Broberg, 85 pp. - Florida Court Reporting	452.00
03/23/17	Travel Boca Raton 3/16/17: attend depo, Plf, Leif Broberg. - Andrea Amigo	50.24
03/23/17	Travel Boca Raton 3/17/17: attend depo, Plf, Amy Broberg. - Andrea Amigo	50.70
	Total Disbursements	**$2,079.34**

CURRENT BILL TOTAL AMOUNT DUE	**$ 8,643.84**
Balance Forward:	5,010.55
Payments & Adjustments:	-5,010.55
Total Due:	**$ 8,643.84**

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: **36860**
Bill Date: **April 17, 2017**
Client Code: **032**
Client Name: **City of Boynton Beach**
Matter Code: **15414**
Matter Name: **Broberg v. Boynton Beach et al.**

Total Professional Services		6,564.50
Total Disbursements		2,079.34
CURRENT BILL TOTAL AMOUNT DUE	**$**	**8,643.84**
Balance Forward:		5,010.55
Payments & Adjustments:		-5,010.55
Total Due:	**$**	**8,643.84**
Past Due Balance		0.00
TOTAL AMOUNT DUE		**$8,643.84**

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

April 17, 2017
Bill No. 36861

CLIENT: City of Boynton Beach 032
MATTER: Hill v. Boynton Beach et al. 16481

Claim #1513379

BILL FOR FEES AND COSTS THROUGH 03/31/17

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
03/08/17	Receipt and review of news article from Palm Beach Post concerning Byron Harris accepting plea deal in criminal case.	LHR	0.30
03/09/17	Receipt and review of e-mail from City Risk Manager Julie Oldbury re: correspondence from State Attorney Alan Johnson concerning advising as to outcome of Mr. Harris' criminal case, and review of same.	LHR	0.30
03/09/17	Preparation of email response to City Risk Manager Julie Oldbury re: acknowledging receipt of correspondence from State Attorney Alan Johnson concerning outcome of Mr. Harris' criminal case.	LHR	0.20
03/31/17	Receipt and review of e-mail from Plaintiff's counsel Farkas re: providing courtesy copy of Complaint filed in Federal Court, advising of Judge's issuance of Order to Confer, however Defendants not yet served, and requesting counsel's agreement to waiver of service of process, and review of Plaintiff's Complaint with exhibits and proposed Waivers of Service of Process directed to City of Boynton Beach, Alfred Martinez, and Michael Medeiros.	LHR	0.80
03/31/17	Receipt and review of e-mail from Defendant Medeiros counsel Lewis to Plaintiff's counsel Farkas re: acknowledging receipt of courtesy copy of Plaintiff's Complaint filed in Federal Court.	LHR	0.20
03/31/17	Correspondence to City Risk Manager Julie Oldbury and excess carrier representative Christine O'Brien of Brit, re: courtesy copy of Plaintiff's Complaint received from Ms. Farkas and her request for City's agreement to waiver of service of process and requesting authority concerning same.	LHR	0.30

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
03/31/17	Receipt and review of e-mail from City Risk Manager Julie Oldbury re: advising she has received courtesy copy of Complaint from Harriett Lewis and advising City not served to date.	LHR	0.20
03/31/17	Preparation of email response to City Risk Manager Julie Oldbury re: advising we have also received courtesy copy of Complaint from Plaintiff's counsel and advising of forthcoming correspondence to her and Ms. O'Brien concerning same.	LHR	0.20

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
LHR	Lyman H. Reynolds, Jr., Partner	2.50	165.00	412.50
	Total Professional Services	**2.50**		**$412.50**

CURRENT BILL TOTAL AMOUNT DUE	**$**	**412.50**
Balance Forward:		924.00
Payments & Adjustments:		-924.00
Total Due:	**$**	**412.50**

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to

Roberts, Reynolds, Bedard & Tuzzio, PLLC
470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Bill Number: **36861**
Bill Date: **April 17, 2017**
Client Code: **032**
Client Name: **City of Boynton Beach**
Matter Code: **16481**
Matter Name: **Hill v. Boynton Beach et al.**

Total Professional Services		412.50
Total Disbursements		0.00
CURRENT BILL TOTAL AMOUNT DUE	**$**	**412.50**
Balance Forward:		924.00
Payments & Adjustments:		-924.00
Total Due:	**$**	**412.50**
Past Due Balance		0.00
TOTAL AMOUNT DUE		**$412.50**

Robert C. Okon, P.A.
1521 Cades Bay Avenue
Jupiter, Fl 33458
(561)203-2181
471299913

ROBERT C. OKON, P.A.

Bill To:

Human Resources and Risk Management -
City of Boynton Beach
Attn: Julie Oldbury
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435

INVOICE

Invoice #	**1673**
Invoice Date	May 09, 2017
Matter #	C00126
Terms	Due Upon Receipt

Re: Harris v. City of Boynton and Martinez

Date	Description	Staff	Rate	Hours	Amount
Oct 04, 2016	Attended the deposition of Sargeant Sedrick Aiken. (L330/A109)	*LM*	$150.00	1.2	$180.00
Oct 04, 2016	Plan and prepare for the deposition of Sergeant Aiken. (L330/A101)	*LM*	$150.00	0.3	$45.00
Oct 11, 2016	Review and analyze documents produced with Boynton Beach's notice of compliance with Co-Defendant Harris' request for copies. (L320/A104)	*LM*	$150.00	0.4	$60.00
Oct 18, 2016	Plan and prepare for the deposition of Tiesha Mack. (L330/A101)	*LM*	$150.00	0.3	$45.00
Oct 18, 2016	Plan and prepare for the deposition of Clifford Henfield. (L330/A101)	*LM*	$150.00	0.3	$45.00
Oct 18, 2016	Plan and prepare for the deposition of Cornelius Edwards. (L330/A101)	*LM*	$150.00	0.3	$45.00
Oct 18, 2016	Plan and prepare for the deposition of Henry Michael Edwards. (L330/A101)	*LM*	$150.00	0.3	$45.00
Oct 18, 2016	Plan and prepare for the deposition of Rev. Richard Dames. (L330/A101)	*LM*	$150.00	0.3	$45.00
Oct 19, 2016	Attended deposition of Tiesha Mack; she appeared but refused to sit for the deposition. (L330/A109)	*LM*	$150.00	0.4	$60.00
Oct 19, 2016	Attended the deposition of Clifford	*LM*	$150.00	0.9	$135.00

Date	Description	Staff	Rate	Hours	Amount
	Henfield. (L330/A109)				
Oct 19, 2016	Attended the deposition of Rev. Richard Dames. (L330/A109)	*LM*	$150.00	0.8	$120.00
Oct 21, 2016	Attended the deposition of Officer Ray Thomas. (L330/A109)	*LM*	$150.00	0.7	$105.00
Oct 21, 2016	Plan and prepare for the deposition of Officer Ray Thomas. (L330/A101)	*LM*	$150.00	0.3	$45.00
Nov 23, 2016	Outside printing charges from Pictera Solutions for discovery responses related to Plaintiff, Byron Harris. (--/E102)		$209.72	Expense	$209.72
Jan 13, 2017	Review and analyze Stipulation for Order of Dismissal of Plaintiff's Claims. (L210/A104)	*RO*	$160.00	0.1	$16.00
Jan 13, 2017	Review and analyze copied correspondence from attorney Lyman H. Reynolds to Judge regarding the proposed Order of Dismissal with Prejudice. (L120/A104)	*RO*	$160.00	0.1	$16.00

Total Fees	$1,007.00
Total Expenses	$209.72
Subtotal	$1,216.72
Previous Balance	$0.00
Total	**$1,216.72**

Your trust balance prior to this invoice : $0.00. Your current trust balance as of 05/09/2017 is $0.00

Please Pay : $1,216.72

Timekeeper Summary

Timekeeper	Hours	Fee Billed
LM - Lauren Martin [Associate]	6.50 h	$975.00
RO - Bob Okon [Partner]	0.20 h	$32.00
Total	**6.70 h**	**$1,007.00**

Payments (As of 05/09/2017)

Date	Invoice#	Amount
Dec 09, 2016	1225	$51,174.73
Total		**$51,174.73**

Total billed including this invoice $52,391.45 (Fees: $0.00, Expenses: $0.00)

Lewis, Stroud & Deutsch, PL
1900 Glades Road
Suite 251
Boca Raton, FL 33431
Tel 561-826-2800 Fax 561-826-2828

May 2, 2017

Invoice

City of Boynton Beach
Director of HR & Risk Management - Julie
Oldbury
100 R. Boynton Beach Blvd.
Boynton Beach, FL 33435

In Reference To:Ashley Hill v. City of Boynton Beach, Matthew Medeiros and Alfred Martinez
Email Invoice to Julie at City of Boynton Beach
oldburyj@bbfl.us

Invoice # 6469
Federal ID #
20-338-5521

For Professional Services Rendered:

			Hours	Amount
4/3/2017	HL	Receipt and review correspondence from Julia Farkas, Esq. with a copy of the Complaint filed and Waivers of Service of Summons regarding representing the defendants in this matter.	0.10	16.50
4/4/2017	HL	Receipt and review Complaint with 768.28 letter as Exhibit A attachment.	0.40	66.00
	HL	Receipt and review Judge Assignment to Judge Kenneth A. Marra.	0.10	16.50
	HL	Receipt and review Notice and Consent to Proceed Before a United States Magistrate Judge form.	0.10	16.50
	HL	Receipt and review 3 Summons issued - City of Boynton Beach, Medeiros and Martinez.	0.10	16.50
	HL	Receipt and review Order Requiring Counsel to Confer, File Joint Scheduling Report and File Joint Discovery Report.	0.20	33.00
	HL	Receipt and review correspondence from Lyman Reynolds, Esq. confirming he will be representing the City of Boynton Beach in this matter and he has been authorized to accept service on their behalf.	0.10	16.50
	HL	Receipt and review correspondence from Julie Oldbury asking if I want to reach out to Officer Medieros directly regarding representing him in this matter.	0.10	16.50
	HL	Preparation of correspondence to Julia Farkas, Esq. confirming that i have been retained to represent Matthew Medeiros and that I have not been authorized to accept service on his behalf.	0.10	16.50
	HL	Preparation of correspondence to Matthew Medeiros requesting he is in agreement with my retention in this matter on his behalf and if he authorizes me to accept service on his behalf.	0.10	16.50
	HL	Receipt and review correspondence from Matthew Medeiros advising he was hoping I was retained as his counsel and to contact him with any information.	0.10	16.50
4/5/2017	HL	Receipt and review Notice of Appearance of Co-Counsel and Notice of Compliance with Rule 2.516(b)(1) and Designation of E-Mail Addresses.	0.10	16.50
	HL	Receipt and review Waiver of the Service of Summons by Lyman H. Reynolds, Jr., Esq. on behalf of the City of Boynton Beach.	0.10	16.50
4/6/2017	GO	Receipt and review Order requiring counsel to confer file joint scheduling report and joint discovery report.	0.20	33.00
	GO	Receipt and review Notice of Appearance of Co-Counsel and Notice of Compliance with Rule 2.516(b)(1) and designation of Email Addresses - Linnes Finney, Jr. on behalf of Plaintiff, Ashley Hill.	0.20	33.00

			Hours	Amount
4/27/2017	HL	Review and analyze Plaintiff's Response and Memorandum in Opposition to Defendant Medeiros' Motion to Strike Scandalous, Defamatory, and Irrelevant Allegations in the Complaint, and for Sanctions and Memorandum of Law.	0.40	66.00
	GO	Receipt and review Plaintiff's Response and Memorandum in Opposition to Defendant Medeiros' Motion to Strike Scandalous, Defamatory, and Irrelevant Allegations in the Complaint, and for Sanctions and Memorandum of Law.	0.30	NO CHARGE
	Total professional services rendered		2.80	$412.50

Disbursements Incurred:

4/28/2017	HL	Copying cost	107.75
	Total Disbursements Incurred:		$107.75
	Total amount of this bill		$520.25
	Balance due		**$520.25**

Invoice Summary

Name	Hours	Rate	Amount
Gary Oldehoff	0.40	165.00	$66.00
Gary Oldehoff	0.30	0.00	$0.00
Harriet Lewis	2.10	165.00	$346.50

Lewis, Stroud & Deutsch, PL
1900 Glades Road
Suite 251
Boca Raton, FL 33431
Tel 561-826-2800 Fax 561-826-2828

May 2, 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 # 6468
Federal ID # 20-338-5521

For Professional Services Rendered:

			Hours	Amount
4/6/2017	HL	Receipt and review Re-Notice of Taking Deposition of Chief Jeffrey Katz on May 23, 2017.	0.10	16.50
4/28/2017	HL	Receipt and review (78 pages) Defendant, City of Boynton Beach's Motion to Request Privacy Act Order.	1.10	181.50
		Total professional services rendered	1.20	$198.00

Disbursements Incurred:

4/28/2017	HL	Copying cost	49.50
		Total Disbursements Incurred:	$49.50
		Total amount of this bill	$247.50
		Previous balance	$611.06
		Accounts receivable transactions	
4/14/2017		Payment - Thank You No. 0136096807	($611.06)
		Total payments and adjustments	($611.06)
		Balance due	**$247.50**

Invoice Summary

Name	Hours	Rate	Amount
Harriet Lewis	1.20	165.00	$198.00

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

April 20, 2017
Bill No. 37010

CLIENT: City of Boynton Beach 032
MATTER: Kimsey v. Boynton Beach & Brooks 12364

Claim #N/A
BILL FOR FEES AND COSTS THROUGH 03/31/17

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
03/22/17	Research the procedure to properly dismiss a civil matter for lack of prosecution.	SAK	0.40
03/22/17	Research the docket to determine the last docket activity in the case in preparation for drafting a Notice of Lack of Prosecution.	SAK	0.20
03/22/17	Draft/Revise the Defendants' Notice of Lack of Prosecution.	SAK	0.20
03/28/17	Communicate/With Client correspondence with Julie Oldbury re Defendants' Notice of Lack of Prosecution.	SAK	0.20

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
SAK	Scott A. Kantor, Associate	1.00	140.00	140.00
	Total Professional Services	**1.00**		**$140.00**

CURRENT BILL TOTAL AMOUNT DUE	**$ 140.00**
Balance Forward:	66.00
Payments & Adjustments:	-66.00
Total Due:	**$ 140.00**

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: **37010**
Bill Date: **April 20, 2017**
Client Code: **032**
Client Name: **City of Boynton Beach**
Matter Code: **12364**
Matter Name: **Kimsey v. Boynton Beach & Brooks**

Total Professional Services	140.00
Total Disbursements	0.00
CURRENT BILL TOTAL AMOUNT DUE	**$ 140.00**
Balance Forward:	66.00
Payments & Adjustments:	-66.00
Total Due:	**$ 140.00**
Past Due Balance	0.00
TOTAL AMOUNT DUE	**$140.00**

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/16/2017

REQUESTED ACTION BY COMMISSION: Approve the minutes from the Regular City Commission meeting held on May 2, 2017.

EXPLANATION OF REQUEST:
The City Commission met on May 2, 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	05-02-17

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Pyle, Judith	Approved	3/16/2017 - 3:48 PM

Finance	Howard, Tim	Approved	3/16/2017 - 3:48 PM
City Manager	LaVerriere, Lori	Approved	3/17/2017 - 9:59 AM

MINUTES OF THE REGULAR CITY COMMISSION MEETING HELD ON TUESDAY MAY 2, 2017, AT 6:30 P.M. IN COMMISSION CHAMBERS, CITY HALL 100 E. BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA

PRESENT:
Steven B. Grant, Mayor
Justin Katz. Vice Mayor
Mack McCray, Commissioner
Christina Romelus, Commissioner

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

ABSENT:
Joe Casello, Commissioner

1. OPENINGS

A. Call to Order - Mayor Steven B. Grant

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

Invocation

Bharat Patel, Public Relation Coordinator with the youth of Bochasanwasi Shri Akshar Purushottam Swaminarayan Sanstha (BAPS) Temple and several youth members gave the invocation.

Pledge of Allegiance to the Flag

Mayor Grant led the Pledge of Allegiance to the Flag.

ROLL CALL

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

Mayor Grant stated that Commissioner Casello was in Tallahassee on our behalf working with the Sober Homes Task Force and letting the legislation know assistance is needed with the opioids crisis that is going on in Palm Beach County and Boynton Beach.

Agenda Approval:

1. Additions, Deletions, Corrections

There were no additions, deletions or corrections.

2. Adoption

Motion

Commissioner McCray moved to approve the agenda as presented. The motion was duly seconded by Commissioner Romelus.

Vote

The motion unanimously passed.

2. OTHER

A. Informational items by Members of the City Commission

Vice Mayor Katz attended the six-month update for Strategic Planning/Affordable Housing/Workforce Housing Workshop, went to South Central Wastewater Treatment and Disposal Board meeting, met with representatives of Hunters Run and Leisureville; two communities in District 1, met with Jeff Sluggett, a medical marijuana approved cultivator in the State, and attended the opening of Macy's Back Stage.

Commissioner McCray wanted to thank Vice Mayor Katz for attending the meeting in Leisureville. Commissioner McCray attended the six-month Strategic Planning/Affordable Housing workshop, attended the Delta Sigma Beta ceremony that recognized the scholastic students on the south end chapter, and he thanked Chief Katz and Lt. Deale for traffic control, and for getting the police car washed. He also went to the Concert on the Greens

Mayor Grant advised on April 19th he met with the Fitzgerald group, also attended the Strategic Planning/Affordable Housing Workshop. On April 20th he attended the Metropolitan Planning Organization meeting and got an update on Brightline.. They are going to be doing multiple community outreach meetings regarding safety. We are in quiet zones and there will not be a train horn. On Saturday between 9-1 pm, at 72 North Federal Highway, Boca Raton is the kickoff event for the US 1 Multimodal Corridor study that goes through Boynton Beach. Mayor Grant also attended the Boynton Beach Short Film Festival; this was an amazing event. April 21st he attended the Sister Cities showcase giving scholarships to students for artwork, poems and essays. April 22nd he became Thor for the Superheroes and Princesses event at the Schoolhouse Children Museum and later in the day attended the Concert on the Green. It was a wonderful event and he is looked forward to having more events on the golf course. April 24th he attended CrossPoint Volunteer and Business Partner luncheon and hosted an ambassador from Rauma, Finland. April 25th was St. Joseph business day. April 26th he went to the Palm Beach County Legal Aide Sober Home Workshop and Florida League of City event. Boynton Beach Raw had a meet and greet at Boardwalk Ice Creamery and spoke at the Women's Circle support group. April 27th he attend the Junior Honor Society at Franklin Academy, April 29th attended Macy's Backstage opening along with Vice Mayor Katz and conducted Stars and Stripes Forever for the Gold Coast Band. On

Friday, May 5th, they will receive a National award. May 1st Mayor Grant joined the Florida League of City conference call and went to the Hispanic Bar Association luncheon and South Tech accreditation with advance education. He attended the Attorney General opioid workshop; town hall meeting at South Tech and presented a proclamation for Bethesda Nurses' Day.

Commissioner Romelus sent condolences to the family of employee Tim Sweeny, attended the six-month update for Strategic Planning/ Affordable Housing. She also attended the Business Development Board Economic Forum, the first annual Boynton Beach Short Film Festival, which was a great event. It was a great testimony of what South Tech is doing in terms of bringing many minds in the community together, giving Boynton Beach the opportunity to be a showcase. Commissioner Romelus congratulated Commissioner Casello on his reappointment to the Palm Beach County League of Cities Board of Directors. This week is National Travel and Tourism week. She wanted to thank the Development team that picked up litter around the Model Block that is the area near Sara Sims, making the park look better. She thanked Wally Majors and Amy Blackman for a riding tour of all City parks. Lastly she went to the Concert on the Greens

3. ANNOUNCEMENTS, COMMUNITY & SPECIAL EVENTS & PRESENTATIONS

A. Proclaim May 7-13, 2017 as Municipal Clerks Week. Judith A. Pyle, City Clerk of Boynton Beach will be present to accept the proclamation.

Mayor Grant read the Proclamation declaring May 7-13, 2017 as Municipal Clerk's Week. Commissioner McCray recognized the new Deputy City Clerk, Queenester Nieves.

B. Proclaim May 2017 as National Mental Health Month; Boynton Beach Mental Health Committee.

Mayor Grant read the Proclamation declaring May 2017 as National Mental Health Month

Woodrow Hay, Chair of the Mental Health Committee thanked the Mayor and Commission stating that they are working to promote mental health in the Boynton Beach community and collaborating with the county and NAMI and the Mental Health Association. He emphasized now is the time to begin talking about mental health. If not now, when?

C. Proclaim the month of May as National Mental Health Awareness Month.
Katherine Murphy, Director of Programs NAMI/PBC will be present to accept the proclamation.

Mayor Grant read the Proclamation declaring May as National Mental Health Awareness Month

Katherine Murphy stated that 1 in 4 adults and 1 in 5 young people are living with a mental health situation. NAMI is here to help build support. On May 25th it is "get your green on" day of support. Please visit us at Getyourgreenon.org for activities and events.

D. Proclaim the week of May 14, 2017 as Water Reuse Week. Laura R. Corry, Regional. Representative with South Florida Water Management District will be present to accept the proclamation.

Mayor Grant read the Proclamation declaring the week of May 14, 2017 as Water Reuse Week.

Laura Corry, on behalf of the South Florida Water Management District Board of Directors, and Executive Director, thanked the Mayor and Commission for the proclamation, Water reuse extends our fresh water supply, which is a finite resource. She hopes to continue the wonderful partnership and thanked everyone for conserving our water resources.

E. Proclaim May as National Drowning Prevention Month. Amy Blackman Recreation Superintendent of Boynton Beach will be present to accept the proclamation.

Mayor Grant read the Proclamation declaring May as National Drowning Prevention Month.

Amy Blackman, Superintendent of Parks, spoke about drowning safety. According to the World Health Organization 60% of youth drowning are under the age of 5 and usually within 6 feet of safety and of those 80% were being supervised. South Florida leads the nation in drownings for children 4 and under. South Florida loses enough children every year to fill 3 VPK classrooms. There is a very strong partnership with the YMCA and Drowning Prevention Coalition, as well as the City's own safety efforts and training. Door alarms will be available during the month of May, if anyone has a child at risk of drowning or has Autism. Please contact Crystal Quesada, Pool Manager, at 561-742-6646

F. Presentation by Eleanor Krusell, Public Information Manager, highlighting Communications/Marketing operations for the City.

Eleanor Krusell, Public Information Manager, explained the Communication and Marketing operations for the City. She presented Alan Karjalainen as our webmaster and John Durgen, Special Projects Coordinator.

In February 2014 a strategic planning session was held with a communication team of 10. This consisted of representatives from our departments, the Chamber of Commerce and the CRA and a vision was created. The communication office of the City of Boynton Beach is a recognized leader in engaging the community by consistently providing information through innovative practices.

Ms. Krusell recognized Stephanie Slater of the Police Department, stated her Facebook page is the most robust that the City has, It was the first Facebook page utilized in Florida in 2010. The City of Boynton Beach has eight Facebook pages, with 52,408 followers. There are seven Twitter Accounts as of 04/30/2017, there were more than 20,000 tweets posted, and has a following of more than 28,000. The City has two Instagram accounts which had 126 posts and 738 Followers. There are two YouTube channels which advertise the Commission meeting as well as other City and Board meetings within the City of Boynton Beach.

We have two billboards and in the last 4 years; we have posted 77 messages, because we do not pay to advertise on these billboards. By doing this we have saved the City $72,000 in advertisement costs. With the utility bill inserts, we reach 370,000 people.

Outdoor signage, there are 20 external signs throughout the community, 10 are within the CRA District and 10 are outside of the CRA District. The signs are located at major intersections; there are 14 messages per year on the signage.

Ads are purchased as well, to increase the economic development presence, For $6 the advertisement reached 1782 people.

Placing more emphasis on content writing, articles have been placed in different venues; there were four examples that was presented. Crisis communication plan was updated with a public speaking plan for our Public Speaking Training.

Next year the City would be rebranded. We are one voice, we understand that the City has changed and are doing community input. This will be city-wide, will reestablished the education committee, increase our connections and partnership with key resources, development and distribution of a survey.

The new Website is customer driven, has responsive design which is adaptable to mobile devices and able to search by categories, interests, and keywords. The new website will be ADA compliant, with a Drupal open source platform.

Mr. Karjalainen gave a simulation of what the website will look like in the future. The webpage images will be changing automatically, and customers are able to make payments or request customer service. News on upcoming events will be available to visitors.

Mayor Grant asked if we would be placing this on YouTube, with some type of tutorial.

Mr. Karjalainen stated the webpage will have a connect and engage portion which will allow customers to select the various tabs which will take the customer directly to what is needed. Such as: Call us, Email us, and Contact your Commissioner, to name a few. Commissioner Romelus asked about whether the new page had links to other webpages. She wanted to see a better partnership with working with different agencies.

Mayor Grant asked how long we have had the current website and Ms. Krusell responded it had been about ten years.

Commissioner Romelus thanked Ms. Krusell for the presentation and thanked her for the quick response in getting the link to make payments available on the website. She wants to see a better partnership with the Tourist Development Council, also with Discover the Palm Beaches; they are very open to working with local municipalities.

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)

Alexandria Wilson, 1202 NW 5 Street, was excited about the City rebranding and reaching out to the community. It is an awesome way to move the City on a great path. She requested the City implement a continuous sidewalk on NW 5th Street between NW 8th Avenue, and NW 4th Avenue, for the safety of children walking and pedestrians. There are no sidewalks. There are four roundabouts, which have lights that have been out for a few years too.

Commissioner McCray stated that he wanted to address the issue, and that there was a plan in place, but because of the trees, it was thought that the lights were historical, that was not the case. Mr. Livergood has been contacted and will be taking care of the light situation as soon as possible.

Cindy Falco-DiCorrado, of 316 NW 1 Avenue, came with a very heavy heart and had not slept in two weeks, after finding out there is already a drug problem and the Commission wants to open up a medicinal cannibals marijuana drug store. She just heard that a Commissioner is at a Sober Homes meeting and heard this group with NAMI for Mental Health. THC in marijuana is a mind altering drug, it is a known fact. She heard Vice Mayor Katz advise he has family members with a need and she empathized with people in pain, but putting these stores would be detrimental for the community. She works with the Heart of Boynton Beach; we are trying to help people get off drugs, not get on drugs. This is a segway to opening it up to recreational use. The Mayor wants to put signs on the beach stating "No Smoking". Do you know that marijuana carries more in smoking than a cigarette? Do you know that causes more cancer than cigarettes? Do you know 12 years old and up will start smoking. She had proof from several states that in one year there were 59 deaths. Money should never be your motive; it is the love of money that is the root of evil.

Money itself is not a cure. It is going on the backs of people allowing the families to be disturbed and hurt and family members dying. She had lost a son because of marijuana. She was very saddened by everyone on the dais who voted for this, that said yes this would be a good idea for our community. I beseech you to find businesses, make it easier for business to open up a business in Boynton, give tax breaks and incentives and work with the businesses instead of tying them up for years before they can open up their business. The Boynton Beach

motto is to create a sustainable community by providing exceptional municipal services in a financially responsible manner. She reminded everyone at the dais that you are public servants, you are to take care of the majority, not the minority of the public that lives in this community. What you are signing on to will cause more deaths, more accidents, more police patrol, more bad situations.

Commissioner Romelus wanted to comment her personal beliefs and personal testaments in terms of what was done last week, was accepting the ability for us to create an ordinance to create guidelines for medicinal marijuana to be distributed in this community. I have my own personal intents, what I believe in drugs and what I have seen what drugs do to people. When the term medicinal marijuana is used, I believe that it is intended for that purpose. I believe that the Police Department will make sure that this is used for this purpose. I had a mother who passed away from cancer. I watched my mother die, saw her take her last breath; if there was any other options that she had, I would have been more than willing to allow her that opportunity to end the suffering and have a better end of life. I am not opening a door to use marijuana as a gateway drug. Please do not call my belief in God into question because of how I vote.

Woodrow Hay, 427 NW 5 Avenue stated normally I would put on my hat as a preacher and say let's pray. I have an announcement. On Sunday afternoon at 2 pm on May 21, 2017 for the Fire, Police and the 911 callers, there is a non-denominational service, we have come together to let the police department and 911 operators know that we appreciate them. Too often it goes without saying, they do not get the necessary appreciation. He had the opportunity to ride with the officers, saw the disrespect that they must endure and it is admirable the work that they do. The service is at St. Mark Catholic Church, Father Dan is the Father/Pastor there, May 21, 2017 @ 2pm

Sloan Weigold, 7141 High Ridge Road, regarding the Boynton Beach Boat ramps, which have been in deplorable condition for years. The Boynton Beach Police Marine Department is aware of it. The US Coast Guards are aware of it. They are collecting registration fees of $50 per boat and nothing has been done to those ramps in 30 years, the pier has been taped off for 3 or 4 years, and should be torn down. People are still going out there.. They are in a condition now they cannot be repaired. If you go there on a Saturday or Sunday mid to low tide, you can watch the fights, because boats go to the side and the trailers are going to get stuck. The boat ramps are completely washed out.

Vice Mayor Katz thanked Mr. Weigold for letting the Commission know about this. It would be considered for next years' budget.

Mayor Grant stated that he could not give a time table on it. It is part of the sales tax initiative that has started to be implemented. It would be improved once the money is allocated.

Rae Whitely, 223 NE 12 Avenue, congratulated the Boynton Beach Police Department on an awesome job on the body worn camera initiative when they introduce the rollout, on behalf of the Boynton Beach Coalition of Clergy. He thanked the City Manager, David Scott and Police

Chief Katz for engaging the religious community in quarterly meetings. The last meeting left them all pumped and recharged. This is a good time for Boynton and a great opportunity on behalf of Boynton Beach engaging the religious community, talking about what is envisioned for the area. A quote by Matthew Desmon "It is hard to argue housing is not a fundamental human need. Decent, affordable housing should be a basic right for everyone in this country. The reason is simple, without stable shelter everything else falls apart". He asked the dais to continue to have conversation around this very important initiative, which affects us all. It is really a travesty for my children to go away to college and come back and cannot afford to rent; the cheapest places for them to rent is $1,700 to $1,800 dollars which affects us all. It is difficult, and he encouraged continued conversations around the affordable housing initiative. A prayer was offered.

Commissioner McCray stated that he received a copy of all who were there.

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:

Recreation & Parks Bd: 2 Alts

Motion

Vice Mayor Katz moved to nominate Eric Ammon as a regular member. Commissioner McCray seconded the motion.

Vote

The motion unanimously passed.

6. CONSENT AGENDA

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

A. **PROPOSED RESOLUTION NO. R17-045** - Authorize the City Manager to sign the proposal, dated April 25, 2017 with Stantec Consulting Services for Advisory Consultant Services for the Town Square Redevelopment project during Phase I planning for an amount not to exceed $90,000, in accordance with RFQ No. 017-

2821-14/DJL, General Consulting Services Contract, Scope Category D awarded by Commission on July 1, 2014.

Commissioner Romelus pulled item 6.A and asked if the City Manager could explain what item 6.A means, and how it helps to move forward in the Town Square development project.

Colin Groff, Assistant City Manager, explained this is a contract with Stantec which is one of the Consulting Engineers to assist staff throughout the process of phase one, developing the master site plans, developing 30 percent of building plans and working on all the other facets, developing contracts to move forward with Town Square. It is to assist staff. This is on an hourly basis. They will be the lead in developing the document controls.

Ms. LaVerriere, City Manager, added they will serve as an owner's rep. They will represent us through these processes and help get through some of the technical aspects; namely they will set up the ebuilder.

Mr. Groff stated that mostly they are going to set up a process for document control in the contract. It will be thousands of documents running through. We need to make sure that it is tracked. The City has a product called ebuilder and those processes need to be set up; they have the technical expertise. Utilities staff has the expertise, but cannot work on this project right now.

Commissioner Romelus inquired how long would they be on board? Mr. Groff replied this is for phase 1, it should be about 6 months, and it is an hourly rate as needed, not to exceed $90,000. Commissioner Romelus emphasized that it is up to $90,000, but it could be less.

Commissioner McCray asked if the cone of silence had lapsed and the City Manager indicated it had expired.

Peter Guillauem, 305 SW Boynton Beach Boulevard, asked if this item is related to the Old High School, stating the school is going to be a part of the new Town Square development

Mayor Grant explained basically it is for hiring a consultant, to help city staff to negotiate, with our development team that was chosen, after we sign a contract with the development team, is the community involvement before anything gets done.

Mr. Guillaum asked if the community would be more involved in marketing and advertisement, for the general idea. Mayor Grant said for the general idea, not consulting for the contract. Mayor Grant stated that it is the general idea of what gets built. The consultant's contract would be brought back before the Commission. All community involvement would be after the contract is signed.

Motion

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

Vote

The motion unanimously passed.

B. Approve funding in the amount not to exceed $12,000 for a Commercial Rent Reimbursement Grant and an amount not to exceed $15,000 for a Commercial Interior Build-Out Grant to Non- Prophet Brewing Company, 2910 NW Commerce Park Drive, Boynton Beach, FL 33426.

C. Approve a $3,000 donation to the 211 Helpline from the Law Enforcement Trust Fund to support their crisis hotline and community helpline.

D. Approve utilizing the St. Johns County School District vendor agreement with U.S. Water Services Corporation (RFP 2014-20) in the amount of $89,200 for water and wastewater operation and management services thru September 30, 2017. St. Johns County School District procurement process satisfies the City's competitive bid requirements.

E. Approve an increase to Purchase Order No. 170835 with Pantropic Power for the rental of a 1,000 kilowatt (KW) backup emergency generator and cables at the East Water Treatment Plant for a monthly cost of $9,066.00 for an additional six (6) months, increasing the purchase order from $16,901.00 to $71,297.00.

F. Accept the Fiscal Year 2016-2017 Budget Status Report of the General Fund and the Utilities Fund for the six (6) month period ended March 31, 2017.

G. Approve the minutes from the Regular City Commission meeting held on April 18, 2017.

Motion

Commissioner Romelus moved to approve the consent agenda items. Commissioner McCray seconded the motion

Vote

The motion unanimously passed.

7. BIDS AND PURCHASES OVER $100,000 – None

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.

A. **PROPOSED ORDINANCE NO. 17-010 - SECOND READING - PUBLIC HEARING** - Approve Nurse 1 Future Land Use Map Amendment from High Density Residential (HDR) to Local Retail Commercial (LRC). Agent: Bradley D. Miller of Miller Land Planning, Inc. for CM&J Boynton Properties, LLC, property owner.

Motion

Commissioner McCray moved to remove item 7.B from the table. Commissioner Romelus seconded the motion

Vote

The motion unanimously passed.

Attorney Bridgeman read Proposed Ordinance No. 17-010 by title only, on second reading.

An oath was administered to those intending to testify

Bradley D. Miller of Miller Land Planning, representing the applicant, explained the request briefly and asked if the Commission wanted to see the presentation again or had any questions.

Mayor Grant asked if there were any variance or design appeals and there were none.

Mr. Gillian asked what the Ordinance was about? Mayor Grant responded it was to change land regulations. Mr. Gilllian wanted to know where the site was located. Mr. Miller replied that the property is just north of 23rd Avenue on SE 3rd Street on the east side. There is a land use designation on the property

An unidentified person asked what was the point of the Ordinance, what was the designation previously. Mr. Miller explained that there is a land use designation that is inconsistent with the zoning. It is going from retail commercial to allow a 2,300 square foot retail office building.

Mayor Grant stated this will change the land development regulations

Motion

Motion to approve Ordinance 17-010 by Commissioner McCray and seconded by Commissioner Romelus

Vote

City Clerk Pyle called the roll. The vote was 4-0

B. Approve New Site Plan request for a one-story, 2,338 square foot office building and related site improvements on property located on the east side of SE 3rd Street, one lot north of SE 23rd Avenue. Applicant: Bradley Miller, Miller Land Planning, Inc. ***(Tabled to May 2, 2017 to correspond with the 2nd Reading of the Land Use Amendment application.)***

Motion

Commissioner McCray moved to approve the New Site Plan, Commissioner Romelus seconded the motion

Vote

Motion unanimously passed.

10. CITY MANAGER'S REPORT - None

11. UNFINISHED BUSINESS - None

12. NEW BUSINESS - None

13. LEGAL - None

14. FUTURE AGENDA ITEMS

A. Monthly Departmental Presentations:
ITS/GIS - June, 2017
Public Works - July, 2017

B. The Commission has scheduled a Public Input - Budget Workshop on:
Tuesday, May 30, 2017 @ 6:30 P.M. in the City Commission Chambers

C. July 5, 2017 Commission Meeting has been cancelled.

D. Budget workshops for the FY 17/18 budget are scheduled in the Library Program Room on the following dates and times:
Monday, July 17, 2017 @ 5:00 P.M.
Tuesday, July 18, 2017 @ 10:00 A.M.
Wednesday, July 19, 2017 @ 2:00 P.M.

E. Proposed Medical Cannabis Dispensary Ordinance - 6/20/17

F. Draft workforce housing ordinance for discussion - 6/20/17

15. ADJOURNMENT

Motion

Commissioner Romelus moved to adjourn. Commissioner McCray seconded motion.

Vote

The motion unanimously passed. The meeting was adjourned at 7:44 p.m.

(Continued on next page)

CITY OF BOYNTON BEACH

Mayor - Steven B. Grant

Vice Mayor - Justin Katz

Commissioner - Mack McCray

Commissioner - Christina Romelus

Commissioner - Joe Casello

ATTEST

Judith A. Pyle, CMC
City Clerk

Queenester Nieves
Deputy City Clerk

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/16/2017

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R17-046 - Award Bid No. 018-2710-17JMA for Replacement of Packaged Rooftop HVAC Units at the Ezell Hester Community Center, and authorize the City Manager to sign a contract with Summa Mechanical Contractors LLC d/b/a SMC Air Conditioning (SMC) of Davie, FL as the lowest responsive, responsible bidder, in the total lump sum amount of $91,337 plus a 10% contingency of $9,133.70, for a total potential expense amount of $100,470.70.

EXPLANATION OF REQUEST:
On February 16, 2017, Procurement Services publicly advertised an Invitation to Bid for "Replacement of Packaged Rooftop HVAC Units at the Ezell Hester Community Center." On March 8, 2017, a Mandatory Pre-Bid Meeting and Site Inspection was held to review the project with interested contractors. On March 28, 2017, Procurement Services opened bids from seven (7) contractors. The bid specifications required that bidders submit bids on Trane or approved equivalent HVAC equipment. The apparent low bidder, SMC, submitted a bid on an proposed equal manufacturer, Johnson Controls. Staff has conducted sufficient due diligence to verify the equivalency of the proposed alternate equipment, and recommends that the project be awarded to SMC as the lowest responsive and responsible bidder.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The existing roof top units have been leaking for several months and causing water intrusion into the gymnasium creating the puddling of water. There are two existing units and one is currently not working, resulting in extreme temperatures in the gym at various times, we are entering into our summer programs and will need the additional unit to cool the space. The remaining existing unit is running continuously. The change-out of these units will allow for proper cooling of the gymnasium and allow the units to cycle on and off more efficiently.

FISCAL IMPACT: Budgeted
The source funds for this project were adopted in the FY 16/17 capital budget on September 20, 2016 via Resolution No. R16-116.

Project Source accounts:
302-4209-572-62-01 (Project No. RP1703) (-$30,000)
302-4131-522-64-18 (Project No. FA1701) (-$70,000)

Project Appropriation account:
302-4209-572-64-18 (Project No. RP1711) $100,000

ALTERNATIVES:
Delay in repair of the roof top units will result in extreme temperatures in the gymnasium over the summer months and continued water intrusion through the existing A/C units causing floor damage.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CONTRACTS

VENDOR NAME: Summa Mechanical Contractors LLC d/b/a SMC Air Conditioning

START DATE:

END DATE:

CONTRACT VALUE: $91,337.00

MINORITY OWNED CONTRACTOR?: Yes

EXTENSION AVAILABLE?:

EXTENSION EXPLANATION:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving Bid Award and Contract with Summa Mechanical
Contract	Contract Summa Mechanical
Staff Report	Staff Recommendation to Award
Tab Sheets	Bid Tabulation
Attachment	Bid Submittal - SMC Air Conditioning

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	5/9/2017 - 10:14 AM
Finance	Howard, Tim	Approved	5/9/2017 - 10:14 AM
Legal	Swanson, Lynn	Approved	5/10/2017 - 5:01 PM
City Manager	LaVerriere, Lori	Approved	5/10/2017 - 8:31 PM

RESOLUTION NO. R17-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN AWARD OF BID AND AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH SUMMA MECHANICAL CONTRACTORS, LLC D/B/A SMC AIR CONDITIONING (SMC) OF DAVIE, FL, IN RESPONSE TO BID NO. 018-2710-17/JMA FOR "REPLACEMENT OF PACKAGED ROOFTOP HVAC UNITS AT THE EZELL HESTER COMMUNITY CENTER" IN THE AMOUNT OF $91,337.00 PLUS A 10% CONTINGENCY OF $9,133.70 FOR A TOTAL POTENTIAL EXPENSE AMOUNT OF $100,470.70; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 28, 2017, Procurement Services received and opened seven (7) bids in response to Invitation to Bid #018-2710-17/JMA "Replacement of Packaged Rooftop HVAC Units at the Ezell Hester Community Center"; and

WHEREAS, staff reviewed the bid proposals and it was determined that Summa Mechanical Contractors, LLC d/b/a SMC Air Conditioning (SMC) of Davie, FL, was the lowest, responsive, responsible bidder; and

WHEREAS, the City Commission of the City of Boynton Beach upon recommendation of staff, deems it to be in the best interest of the citizens of the City of Boynton Beach to award Bid No. 018-2710-17/JMA for "Replacement of Packaged Rooftop HVAC Units at the Ezell Hester Community Center" to Summa Mechanical Contractors, LLC d/b/a SMC Air Conditioning (SMC) of Davie, FL, in the amount of $91,337.00 plus a 10% contingency of $9,133.70 for a total potential expense amount of $100,470.70 and authorize the City Manager to sign a Contract with Summa Mechanical Contractors, LLC., d/b/a SMC Air Conditioning of Davie, FL.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION

OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

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

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby approves the award of bid to Summa Mechanical Contractors, LLC d/b/a SMC Air Conditioning (SMC) of Davie, FL, in the amount of $91,337.00 plus a 10% contingency of $9,133.70, for a total potential expense amount of $100,470.70 and authorizes the City Manager to sign a Contract with Summa Mechanical Contractors LLC., d/b/a SMC Air Conditioning (SMC) of Davie, FL, a copy of which is attached hereto as Exhibit "A".

Section 3. That this Resolution shall become effective immediately.

PASSED AND ADOPTED this _____ day of _____, 2017.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

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(Corporate Seal)

CONTRACT FOR CONSTRUCTION SERVICES

THIS CONTRACT, 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 **__Summa Mechanical Contractors, LLC d/b/a SMC Air Conditioning of Davie, FL_____.**

a Florida Corporation (____) Check One
a Florida General Partnership(____)
a Florida Limited Partnership (_XX_)
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 **_Ninety-One Thousand, Three Hundred Thirty Seven and no/100 ($91,337.00)_____**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 **_March 17, 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: **REPLACEMENT OF THE PACKAGED ROOF-TOP HVAC UNITS AT THE EZELL HESTER COMMUNITY CENTER, 1901 NORTH SEACREST BLVD., BOYNTON BEACH, FL 33435**
Bid Number: **018-2710-17/JMA**

the 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: **$91,337.00___**.

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 Architect 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 Architect 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 Architect. 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 Architect 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 Architect 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 Architect" 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 Architect, 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 **120** 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 Architect in writing, the names of subcontractors as originally proposed for principal parts of work, and for such others as City Architect may direct. Contractor shall not employ an that City Architect 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 **120** 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 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 Architect, 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 Architect to determine the necessity and

reasonableness of costs and amounts proposed and the allowability and eligibility of 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 Architect. 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 Architect 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 included in the bid documents and naming the City of Boynton Beach as an "Additional Insured" with respect to General Liability.

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.

10.0 GUARANTEE AND WARRANTIES

10.1 All the work shall be guaranteed to remain in good condition for one year from date of acceptance.

11.0 TERMINATION OF CONTRACT

11.1 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 Architect 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:

11.1.1 Complete the contract in accordance with its terms and conditions, or

11.1.2 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.

12.0 CONTRACT CONTROLS

12.1 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.

13.0 TIME OF ESSENCE

13.1 Inasmuch as the provisions hereof, and of the plans and 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.

14.0 REMEDY FOR DELAY

14.1 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.

14.2 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.

14.3 All requests for extension of time to complete the work shall be made in accordance with the General Conditions for Construction.

14.4 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 Architects.

IN WITNESS WHEREOF, the CITY has caused these presents to be signed by its City Manager, attested by the City Clerk with the Corporate Seal of the said CITY and the CONTRACTOR has executed these presence the day and year herein before written.

DATED this _____ day of _____, 2017.

CITY OF BOYNTON BEACH

_____

Lori LaVerriere, City Manager

Approved as to Form:

_____

James A. Cherof, City Attorney

Attest/Authenticated:

_____

Judy Pyle, City Clerk

CONTRACTOR:

By: _____

_____
(Print Name and Title)

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements personally appeared_____, and acknowledged He/She executed the foregoing Addendum to Agreement for the use and purposes mentioned in it, and that the instrument is His/Her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this _____day of _____2017.

_____
NOTARY PUBLIC

My Commission Expires:

WARRANTY

The undersigned, _____, 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: _____

By: _____
President

_____
Name of Company

(CORPORATE SEAL)

STATE OF FLORIDA)
SS:
COUNTY OF _____)

I, HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared _____, Florida Corporation and general partner of _____. 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:

WARRANTY OF TITLE

To be executed with each and every payment or draw request

STATE OF FLORIDA

COUNTY OF_____

_____, being first duly sworn, deposes and says as follows:

He is _____ of _____,
(Title) (Name of Corporation or Firm)

a _____ corporation which is named in Construction Contract dated the _____ day of _____, 20___, between said corporation as the CONTRACTOR and the City of Boynton Beach, Florida as the OWNER, for the construction of _____ and Affiant is authorized to make this Affidavit as, or on behalf of, the Contractor as named above.

Title to all work, materials and equipment covered by the attached Periodical Estimate for Payment dated _____, passes to the Owner at the time of payment free and clear of all liens, and all laborers, material men and subcontractors have been paid for performing or furnishing the work, labor or materials upon said Contract work covered by the aforesaid Periodical Estimate for Payment.

This statement under oath is given in compliance with Section 713.06 Florida Statutes.

_____
Affiant

Sworn to and subscribed before me this
_____ day of _____, 20____.

_____
Notary Public, State of Florida at Large

My Commission expires:
(SEAL)

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 11.1 of the original agreement.

By:_____

RECOMMENDED FOR APPROVAL:

By: _____

ACCEPTED:_____

By:_____

Date:_____

State of Florida)
) ss:
County of Palm Beach)

On this _____ day of _____, 20___, personally appeared before me duly authorized to administer oaths _____ 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: _____

Triestman, Ilyse

From: Mootz, Gail
Sent: Wednesday, April 26, 2017 11:12 AM
To: Triestman, Ilyse
Cc: Ramsey, Kevin
Subject: Replacement of Roof-top units at Ezell Hester Community Center (Bid No. 018-2710-17/JMA)

Good Morning Ilyse;

After review of the bids received for the City of Boynton Beach Bid No. 018-2710-17/JMA and per the requirements outlined in the bid specifications Summa Mechanical Contractors LLC dba SMC Air Conditioning submitted a complete bid package. At this time Public Works, Facilities Division recommends the project be awarded to Summa Mechanical Contractors LLC dba SMC Air Conditioning as being the most responsive/responsible lowest bidder.

Summa Mechanical Contractors LLC dba SMC Air Conditioning will be responsible for the Replacement of Roof-top units at Ezell Hester Community Center.

If you need any further information, please do not hesitate to contact me.

Respectfully submitted
Gail

Gail Mootz
Crew Supervisor
Public Works, Facilities Maintenance
City of Boynton Beach
222 N.E. 9th Ave. | Boynton Beach, Florida 33435
561-742-6223
MootzG@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.

REPLACEMENT OF PACKAGED ROOF-TOP HVAC UNITS AT THE EZELL HESTER COMMUNITY CENTER

BID DUE DATE: March 28, 2017
BID: DUE TIME: 2:30 P.M.
BID No.: 018-2710-17/JMA
Tabulated by: Ilyse Triestman, 3/30/17

"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	Summa Mechanical Contractors LLC d/b/a SMC Air Conditioning 5071 S. State Road 7, #704 Davie, FL 33314 Andres Garcia, CEO Tel: 954-562-8161 / Fax: 954-44-0188 bids@smcac.com	Florida Mechanical, LLC 3615 Fiscal Court Riviera Beach, FL 33404 Steve Heberle, Gen. Mgr. Tel: 561-863-3606 / Fax: 561-863-3642 sheberle@flamech.com	Cedars Electro-Mechanical, Inc. 1712 S. Dixie Hwy. Lake Worth, FL 33460 Debra L. Chalhoub, President Tel: 561-588-4088 / Fax: 561-588-4087 debrac@cedarsinc.com
ORIGINAL AND THREE (3) COPIES SUBMITTED	YES	YES	YES
BID CHECK LIST SUBMITTED	YES	YES	YES
BIDDER ACKNOWLEDGEMENT SUBMITTED	YES	YES	YES
ACKNOWLEDGEMENT OF ADDENDA SUBMITTED - ADDENDA #1 & #2	YES	YES	YES
LUMP SUM BID PROPOSAL **Warranty Equipment** **Warranty Labor**	**$91,337.00** **5yr on protective coating, etc.** **1 year**	**$132,500.00** **1stYr Parts, 2-5th yr Compressor** **1 year**	**$136,375.00** **2-5 years** **2-5 years**
COMPUTER GENERATED HORIZONTAL BAR CHART - PROJECT SCHEDULE	YES	NO	YES
BID BOND SUBMITTED	YES	YES	YES
STATEMENT OF BIDDER'S QUALIFICATIONS SUBMITTED	YES	YES	YES

REPLACEMENT OF PACKAGED ROOF-TOP HVAC UNITS AT THE EZELL HESTER COMMUNITY CENTER

BID DUE DATE: March 28, 2017
BID: DUE TIME: 2:30 P.M.
BID No.: 018-2710-17/JMA
Tabulated by: Ilyse Triestman, 3/30/17

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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; HISPANIC	YES; NONE INDICATED	YES; WOMAN
CONFIRMATION OF DRUG FREE WORKPLACE SUBMITTED	YES	YES	YES
SAFETY PROGRAM COMPLIANCE SUBMITTED	YES	YES	YES
SCHEDULE OF SUBCONTRACTORS SUBMITTED	YES; ONE	YES; ONE	YES; ONE
PALM BEACH COUNTY INSPECTOR GENERAL ACKNOWLEDGEMENT SUBMITTED	YES	YES	YES
COMMENTS:	Offered equal: Johnson Controls Model: V3E412ABD2A1BCAAA1	Note: Fire Alarm/Safety Contractor must be on site when disconnecting & reconnecting smoke detectors. Fla. Mech. Not responsible for condition of existing curb.	

Advanced Roofing d/b/a/ Advanced Air Systems 1950 NW 22nd Street Fort Lauderdale, FL 33311 Kevin Kornahrens, Vice Pres. Tel: 954-332-1418 / Fax: 954-337-0111 katiec@advancedairsystem.com	Koldaire, Inc. 11955 NW 37 Street Coral Springs, FL 33065 Frank O. Monti Jr., President Tel: 954-747-3690 / Fax: 954-747-3679 fmonti@koldaire.net	E.C. Stokes Mechanical Contractor, Inc. 2001 7th Avenue North Lake Worth, FL 33461 Daniel Barnes, Vice Pres. Tel: 561-582-3589 / Fax: 561-582-3602 estimating@stokes.com	Thermal Concepts, Inc. 2201 College Avenue Davie, FL 33317 Allen D. Irvine, Reg. Vice Pres. Tel: 954-472-4465 / Fax: 954-472-4425 airvine@thermalconcepts.com
YES	YES	YES	YES
YES	YES	YES	YES
YES	YES	YES	YES
YES	YES	YES	YES
$137,420.00 **5 years** **1 year**	**$142,967.00** **Per Addendum 1** **Per Addendum 1**	**$144,757.00** **1yr equip; 5yrs comp/coating** **1 year**	**$164,562.00** **1yr parts; 5yrs compressor** **1 year**
NO	YES	YES	NO
YES	YES	YES	YES
YES	YES	YES	YES

Advanced Roofing d/b/a/ Advanced Air Systems 1950 NW 22nd Street Fort Lauderdale, FL 33311 Kevin Kornahrens, Vice Pres. Tel: 954-332-1418 / Fax: 954-337-0111 katiec@advancedairsystem.com	Koldaire, Inc. 11955 NW 37 Street Coral Springs, FL 33065 Frank O. Monti Jr., President Tel: 954-747-3690 / Fax: 954-747-3679 fmonti@koldaire.net	E.C. Stokes Mechanical Contractor, Inc. 2001 7th Avenue North Lake Worth, FL 33461 Daniel Barnes, Vice Pres. Tel: 561-582-3589 / Fax: 561-582-3602 estimating@stokes.com	Thermal Concepts, Inc. 2201 College Avenue Davie, FL 33317 Allen D. Irvine, Reg. Vice Pres. Tel: 954-472-4465 / Fax: 954-472-4425 airvine@thermalconcepts.com
YES	YES	YES	YES
YES	YES	YES	YES
YES	YES	YES	YES
YES; NONE INDICATED	YES; NONE INDICATED	YES; WOMAN	YES; NONE INDICATED
YES	YES	YES	YES
YES	YES	YES	YES
NONE SUBMITTED	YES; ONE	YES; THREE	YES; TWO
YES	YES	YES	YES
			Note: Deduct $32,344 to use alternate equipment - York 30 Ton Series 40 Units (V53AE42A61)

BID CHECK LIST

DATE:	3/17/17	**BID NO.**	**018-2710-17/JMA**
NAME OF PROJECT:	REPLACEMENT OF ROOF-TOP HVAC UNITS AT EZELL HESTER COMMUNITY CENTER		
NAME OF BIDDER:	Summa Mechanical Contractors LLC dba SMC Air Conditioning		
BIDDER'S SIGNATURE:			
NAME/TITLEPLEASE PRINT:	Andres Garcia / CEO		

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 – General Contractor; Roofing Contractor	No Number	✓		
Item #8	Resumes	No Number	✓		

FORM/ATTACHMENT DESCRIPTION		PAGE NO.	YES	NO	N/A
BIDDER'S MANDATORY SITE INSPECTION CONFIRMATION		SI-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	✓		
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

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: **REPLACEMENT OF ROOF-TOP HVAC UNITS AT THE EZELL HESTER COMMUNITY CENTER**

Bid Number: **018-2710-17/JMA**

Bid Received By: **MARCH 28, 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: **March 28, 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: Summa Mechanical Contractors LLC dba SMC Air Conditioning

Federal I.D. Number: 20-4641281

A Corporation of the State of: Florida

Area Code: 954 Telephone Number: 562-8161

Area Code: 954 FAX Number: 434-0188

Mailing Address: 5071 S. State rd. 7 #704

City/State/Zip: Davie, FL 33314

Vendor Mailing Date: 3/28/17

E-MAIL: bids@smcac.com

Authorized Signature

Andres Garcia

Name Typed

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

A D D E N D A

CITY OF BOYNTON BEACH
FLORIDA

BID TITLE: **REPLACEMENT OF ROOF-TOP HVAC UNITS AT THE EZELL HESTER COMMUNITY CENTER**

BID NO: **018-2710-17/JMA**

BIDDER: Summa Mechanical Contractors LLC dba SMC Air Conditioning

DATE SUBMITTED: 3/28/17

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 (when indicated in these specifications to do so), we propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM	DATE	ADDENDUM	DATE
1	3/23/17		
2	3/23/17		

☐ **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

ACKNOWLEDGEMENT OF ADDENDUM No. 1

"REPLACEMENT OF PACKAGED ROOF-TOP HVAC UNITS AT EZELL HESTER COMMUNITY CENTER"

BID No.: 018-2710-17/JMA

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

Andres Garcia	
PRINT NAME OF REPRESENTATIVE	SIGNATURE OF REPRESENTATIVE
Summa Mechanical Contractors	3/23/17
NAME OF COMPANY	DATE

ACKNOWLEDGEMENT OF ADDENDUM No. 2

"REPLACEMENT OF PACKAGED ROOF-TOP HVAC UNITS AT EZELL HESTER COMMUNITY CENTER"

BID No.: 018-2710-17/JMA

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

Andres Garcia	
PRINT NAME OF REPRESENTATIVE	SIGNATURE OF REPRESENTATIVE
Summa Mechanical Contractor	3/23/17
NAME OF COMPANY	DATE

EZELL HESTER COMMUNITY CENTER

BID NO.: 006-2710-17/JMA

BID PROPOSAL

The Bidder agrees to accept as full payment:

For the replacement of two (2) existing 30 ton TRANE Model no. TED360BFA packaged roof-top HVAC units at Ezell Hester Community Center. For the system to be operational, unit controls must be TRANE compatible. Contractor to remove existing units and furnish all materials, labor, and equipment to install new TRANE HVAC roof-top units.

The Scope of Work is more clearly defined in the Contract Documents, Special Conditions and Technical Specifications.

The Bidder agrees to furnish all labor, materials, equipment, and other items, facilities, services, and incidentals for proper execution and completion of the Lump Sum portion of the Work as shown on the Drawings and described in the Specifications and Drawings in accordance with the Contract Documents and other requirements, based on the Bidder's own estimated quantities, costs, site conditions, and local conditions and all other considerations for a Total Lump Sum Price of: ..

REMOVE EXISTING UNIT AND FURNISH AND INSTALL TWO (2) THIRTY TON PACKAGED ROOF-TOP UNITS	**TRANE MODEL #TED360BFA or Approved Equal. If equal model is proposed, provide manufacturer and model number below:** Manufacturer: Johnson Controls Model: V3E412ABD2A1BCAAA1

TOTAL LUMP SUM BID: $ 91,337.00

NINETY ONE THOUSAND THREE HUNDRED THIRTY SEVEN Dollars

ZERO Cents

(amount written in words has precedence)

ALL PRICES F.O.B. CITY OF BOYNTON BEACH, FL.

WARRANTY	DAYS	YEARS
EQUIPMENT: 5 yr warranty on protective coating for all coils, cabinet, and OA damper included	365	1
LABOR	365	1

Attached is a Computer Generated Horizontal Bar Chart: ✓ YES ____ NO

The undersigned bidder agrees to complete the work within **one-hundred twenty (120) 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.

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.

Summa Mechanical Contractors dba SMC Air Conditioning

(Name of bidder, Corporation, Firm or Individual)

Signature

Andres Garcia

Printed Name

CEO

Title

954-562-8161

Telephone Number

E-Mail: blds@smcac.com

Date: 3/23/17

Florida Contractor's License Number CMC1249636

BID BOND

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS, that SUMMA MECHANICAL CONTRACTORS, LLC as Principal, and THE OHIO CASUALTY INSURANCE COMPANY, as Surety, authorized to do business in the State of Florida are held and firmly bound unto the Owner, City of Boynton Beach in the penal sum of Five Percent of Bid Proposal Submitted Dollars ($5%) lawful money of the United States, for the payment of which sum will and truly to be made, we bond ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated March 28, 2017 for:

REPLACEMENT OF THE PACKAGED ROOF-TOP HVAC UNITS AT THE EZELL HESTER COMMUNITY CENTER
BID No. 018-2710-17/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 28th day of March, 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:

SUMMA MECHANICAL CONTRACTORS, LLC

Name of Firm

WITNESS:

Cynthia P. Saavedra

Signature of Authorized Officer (affixed seal)

CEO

Title

5071 S. State Road, Suite 704

Business Address

Davie, FL 33314

City and State

SURETY:

THE OHIO CASUALTY INSURANCE COMPANY

Corporate Surety

WITNESS:

Olga Iglesias

Attorney-in-fact (affix seal) Charles J. Nielson

175 Berkeley Street

Business Address

Boston, MA 02116

City State

Nielson, Hoover & Company

Name of Local Insurance Agency

BIB -2

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Miguel Garcia, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Andres Garcia who signed the said Bid Bond on behalf of the Principal, was then CEO of said Corporation; that I know has signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary (corporate seal)

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

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

By: _____
Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA
OLGA IGLESIAS
COMMISSION # FF 105208
EXPIRES May 21, 2018
BONDED THROUGH RLI INSURANCE COMPANY

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5919465

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charles D. Nielson; Charles J. Nielson; David R. Hoover; Kristi Messel; Mary C. Aceves; Shawn A. Burton

all of the city of Miami Lakes state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of December, 2012.

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

By: _____
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 19th day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: _____
KD Riley, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28 day of March, 2017.

By: _____
David M. Carey, Assistant Secretary

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

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

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: Summa Mechanical Contractors LLC dba SMC Air Conditioning

2. Business Address: 5071 S. State Rd. 7 #704
   Davie, FL 33314

3. When Organized: 4/5/06

4. Where Incorporated: 4/5/06

5. How many years have you been engaged in the contracting business under the present firm name? 10

6. General character of work performed by your company.
   Our company provides air conditioning, heating, and refrigeration services for Broward, Palm Beach, and dade counties

7. Number of employees. 12

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

9. Bonding capacity. $400,000.00

10. Have you ever defaulted on a contract? If so, where and why?* We have never defaulted

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

STATEMENT OF BIDDER'S QUALIFICATIONS continued.....

11. Experience in performance.

Project	$ Value	Contact Name	Phone #
Carrillon Hotel A/C upgrade	$38,351.00	Scott MCallum	954-854-6620
Penthouse HVAC remodel	$80,020.00	Noel Caboverde	305-970-3996
Twin Peaks VRV HVAC system	$50,152.00	Jack Flechner	954-727-9800
Hallandale Fire Dept A/C	$4,591.00	Georgiana Terrientes	954-457-1476

11. Contracts on hand. *

12. Largest completed projects (include final cost).

1) Broward County server chiller $136,902.00

2) Rooftop Package unit replacement $20,000.00

3) The Cove Beach Club $27,361.00

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: ompany location

this 17 day of March 2017

By: _____
(Signature)

Name: Andres Garcia
(Printed or Typed)

Title: CEO

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

SBQ - 2

PROPOSED EQUIPMENT

Johnson Controls

Series 40 (25-40 Ton Package)
N529

Single Package R-410A Air Conditioner

Project Name: **Boynton Beach RTU Replacement** | Unit Model #: **V3E412ABD2A1BCAAA1**

Quantity: **2** Tag #: **RTU-1,2** | System: **V3E412ABD2A1BCAAA1 (2)**

Cooling Performance		
Total gross capacity	390.1	MBH
Sensible gross capacity	269.6	MBH
Total net capacity	363.1	MBH
Sensible net capacity	242.6	MBH
Efficiency (at ARI)	10.50	EER
Integrated eff. (at ARI)	11.60	IEER
Ambient DB temp.	91.8	°F
Entering DB temp.	80.0	°F
Entering WB temp.	67.0	°F
Leaving DB temp.	59.2	°F
Leaving WB temp.	56.7	°F
Power input (w/o blower)	28.02	kW
Sound power	88	dB(A)
Refrigerant		
Refrigerant type	R-410A	
Heating Performance		
Entering DB temp.	60	°F
Heating output capacity (Max)	125.3	MBH
Nominal electric heat	40	kW
Applied electric heat	36.7	kW
Installed	Factory	
Supply air	12000	CFM
Leaving DB temp.	69.7	°F
Air temp. rise	9.7	°F
Supply Air Blower Performance		
Supply air	12000	CFM
Ext. static pressure	0.6	IWG
Addl. Unit Losses (Options/Accessories)	0.52	IWG
Blower speed	756	RPM
Motor rating	10.00	HP
Actual required BHP	9.50	HP
Power input	7.92	kW
Elevation	30	ft.
Drive type	BELT	
Electrical Data		
Power supply	208/230-3-60	
Unit min circuit ampacity	158	Amps
Unit min over-current protection	175	Amps
Unit max over-current protection	175	Amps

Dimensions & Weight					
Hgt	64 in.	Len	261 in.	Wth	92 in.
Weight with factory installed options					4990 lbs.

Clearances					
Right	60 in.	Front	60 in.	Back	60 in.
Top	120 in.	Bottom	0 in.	Left	60 in.

Note: Please refer to the tech guide for listed maximum static pressures

30 Ton

- Introducing the Millennium 30 ton rooftop line - units designed to provide peak performance and value both today and for years to come. Millennium units are manufactured at an ISO 9001 registered facility and each rooftop is completely computer-run tested prior to shipment.

Unit Features

- Four Stage Cooling
- 40kW Electric Heat
- Sloped unit roof with drip lip
- Major components have hinged and latched access doors
- Double Wall Cabinet Construction Provides Superior Cleanability and Structural Integrity
- Unit Cabinet Constructed of Powder Painted Steel, Certified at 1000 Hours Salt Spray Test (ASTM B-117 Standards)
- Constant Volume Flow
- Standard Mechanical Cooling from 40° F to 125° F
- Industrial Duty Scroll Compressors Each Has An Idependent Refrigeration Circuit
- Economizer, Low Leak Seals with Dual Enthalpy Sensor with Economizer Fault Detection & Diagnostic (Meets ASHRAE 90.1-2013, IECC 2015, California Title 24, AMCA 511)
- 10 HP High Efficiency Indoor Blower Motor
- Forward Curve Blades - Class II Blower
- Bottom Return, Bottom Supply Configuration
- 1" Deflection Springs Under Supply Air Blower & Motor
- 2" Pleated Filters (Merv 8)
- Replacement Filters: 4 - (16" x 25") AND 6 - (20" x 25")
- Short Circuit Current: 5kA RMS Symmetrical
- Single Point Power Connection
- Copper Tube/Aluminum Fin Condenser Coil
- Angled Condenser Coils Protect from Hail, Shipping, and Handling Damage
- Copper Tube/Aluminum Fin Evaporator Coil
- Intertwined Evaporator Coils Provide Larger Heat Transfer at Part Load
- Through-the-Curb and Through-The-Base Utility Connections
- Sloped Stainless Steel Drain Pan
- Standard Refrigeration
- High and Low Refrigerant Pressure Protection

Standard Unit Controller: Simplicity SE Control Board

- Simplicity SE Controller including Discharge Air, Return Air, and Outdoor Air Temperature Sensors. BACNet MS/TP, Modbus and N2 Communication Card

Warranty

- One (1) Year Limited Parts-Only Warranty on the Complete Units
- One (1) Year Warranty on Compressors and Electric Heater Elements

Series 40 (25-40 Ton Package)
N529

Single Package R-410A Air Conditioner

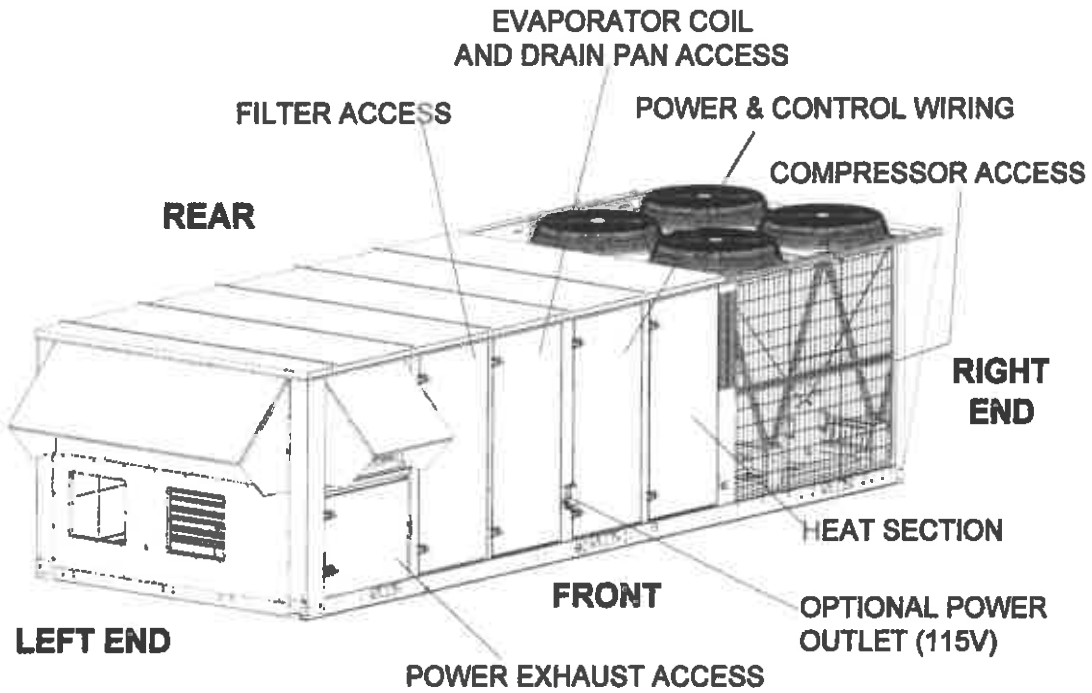
Project Name: Boynton Beach RTU Replacement

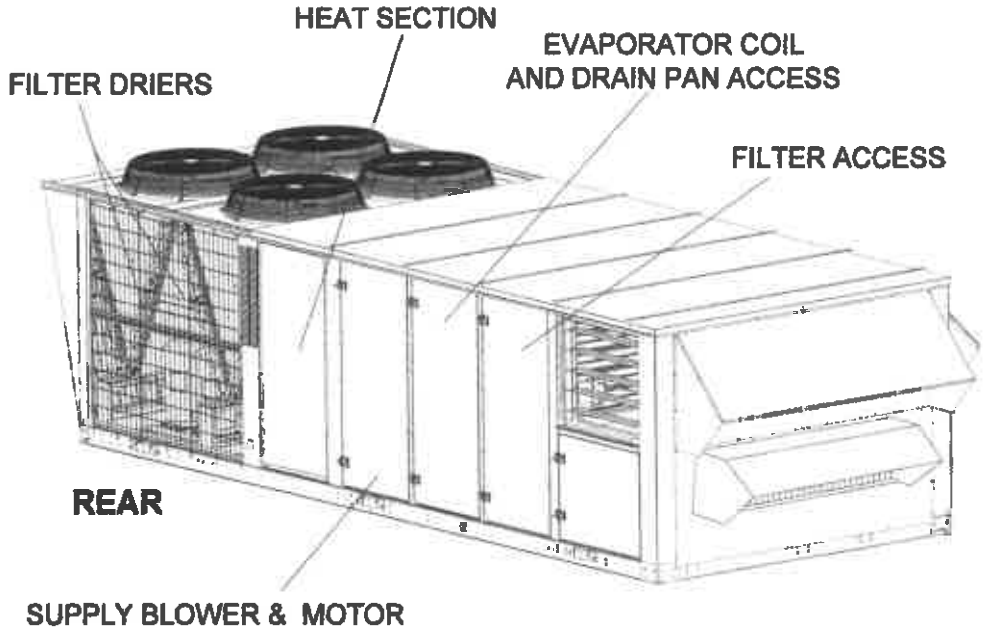
Unit Model #: V3E412ABD2A1BCAAA1

Quantity: 2 **Tag #:** RTU-1,2

System: V3E412ABD2A1BCAAA1 (2)

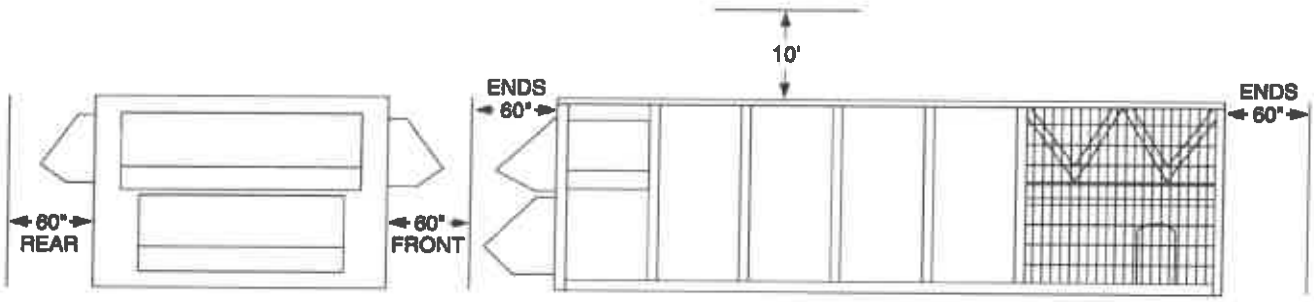
Component Locations





CLEARANCES - HOOD/ECONOMIZER & MOTOR DRIVE - SIDE

REQUIRED CLEARANCES

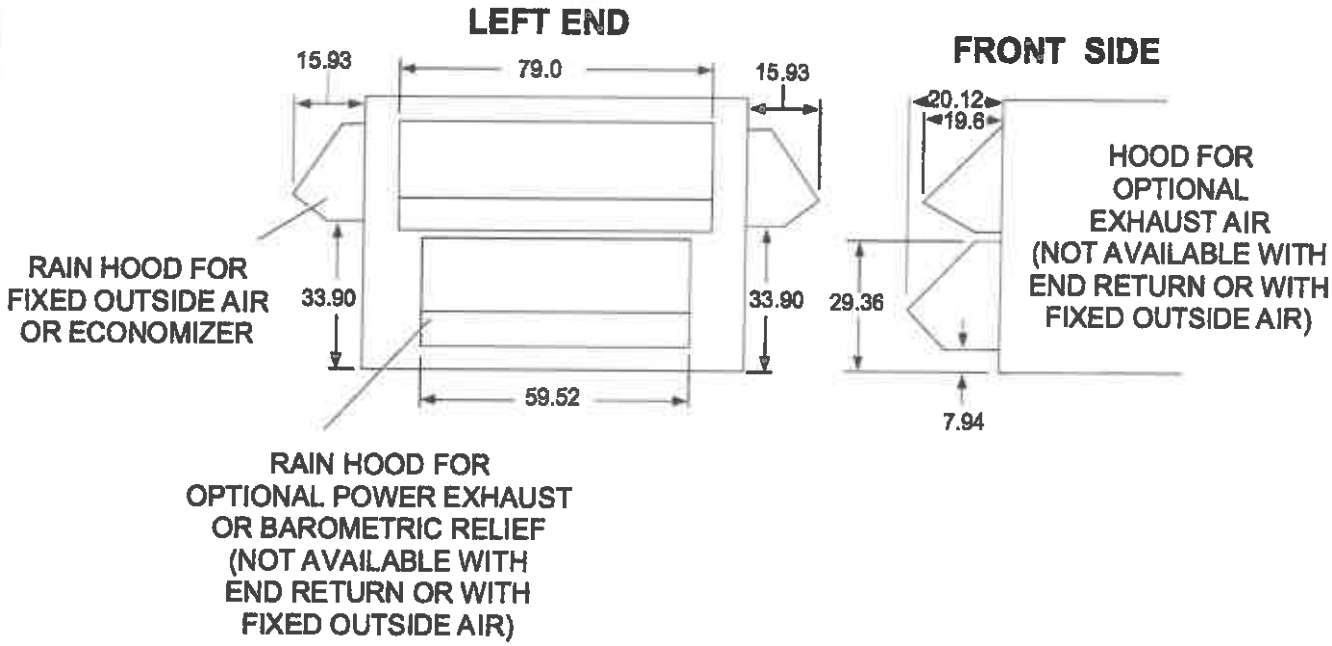


* Front is the side with access to the Electrical / Gas Controls.
* Right is the side with the Condenser Coils.

LEFT	60"
RIGHT	60"
REAR	60"
FRONT	60"
TOP	10'

NOTE: DO NOT use the unit roof to support any type of structure or bracing.

CLEARANCES - HOOD/ECONOMIZER & MOTOR DRIVE - FRONT & END



Series 40 (25-40 Ton Package)
N529

Single Package R-410A Air Conditioner

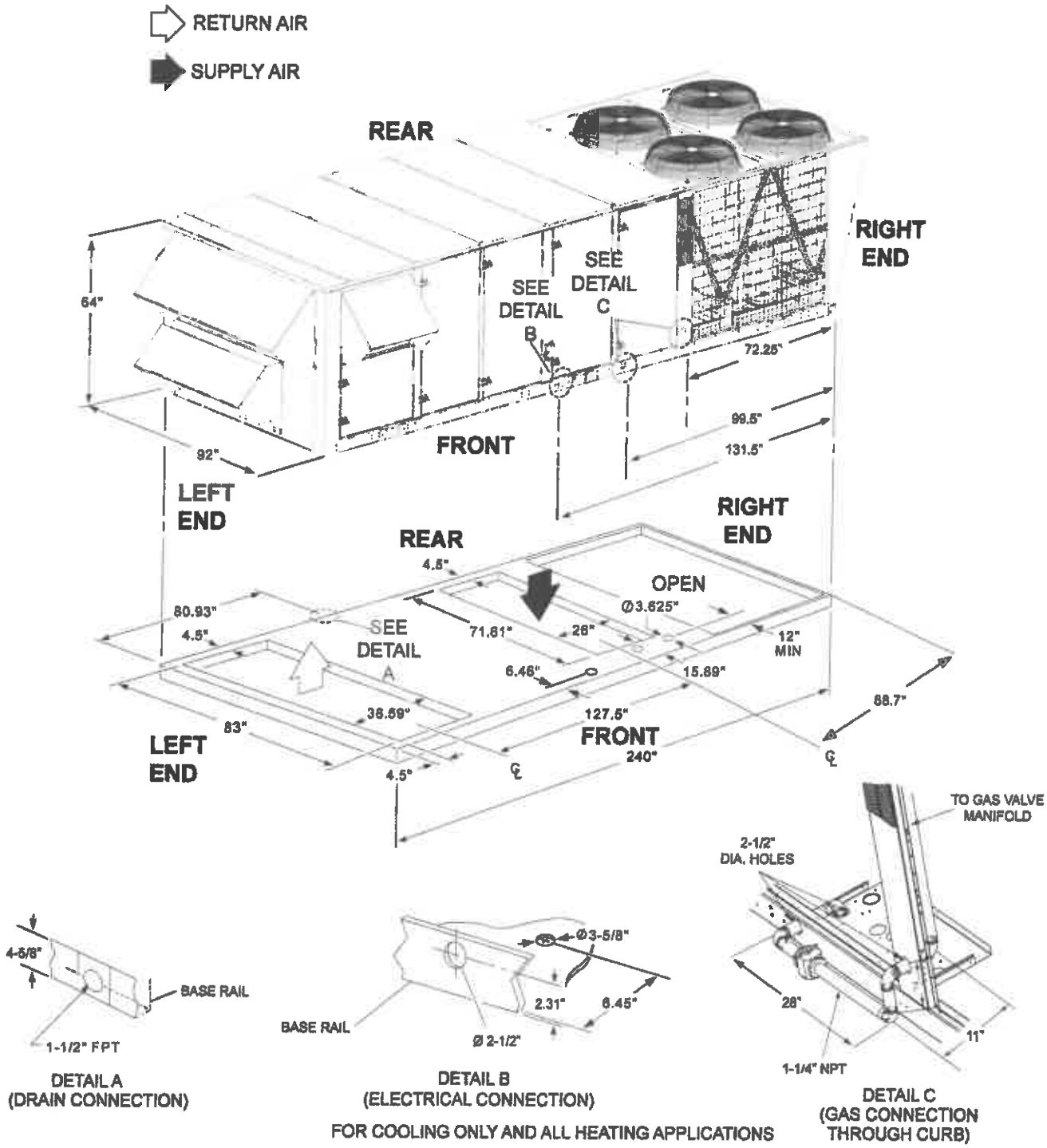
Project Name: Boynton Beach RTU Replacement

Unit Model #: V3E412ABD2A1BCAAA1

Quantity: 2 **Tag #:** RTU-1,2

System: V3E412ABD2A1BCAAA1 (2)

Dimensions & Clearances



DETAIL A (DRAIN CONNECTION)

DETAIL B (ELECTRICAL CONNECTION)

FOR COOLING ONLY AND ALL HEATING APPLICATIONS

DETAIL C (GAS CONNECTION THROUGH CURB)

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CMC1249636	

The MECHANICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

GARCIA, EDGARDO A
SMC AIR CONDITIONING
5071 S STATE RD 7 STE 704
DAVIE FL 33314

ISSUED: 08/23/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1608230003089

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

Original

ELECTRICAL CONTRACTORS LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

GOOD, RUSSELL
R GOOD ELECTRIC INC
1730 N W 96TH WAY
PEMBROKE PINES FL 33024

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from barbers to barbecue restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about this Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

EC13002270 ISSUED: 07/12/2016

CERTIFIED ELECTRICAL CONTRACTOR
GOOD, RUSSELL
R GOOD ELECTRIC INC

IS CERTIFIED under the provisions of Ch. 489 F.S.
Expiration date: AUG 31, 2018 LicenseeNbr

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LANSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

LICENSE NUMBER
EC13002270

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 F.S.
Expiration date: AUG 31, 2018

GOOD, RUSSELL
R GOOD ELECTRIC INC
1730 NW 96TH WAY
PEMBROKE PINES FL 33024-3219

ISSUED: 07/12/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607120201197

ANDRES GARCIA
12648 NW 12TH CT
Sunrise, FL 33323
Phone (954) 798-3253
E-mail: andres@smcac.com

PROFILE

- Knowledge and competency in core hardware and operating system technologies including installation, configuration, diagnosing, preventive maintenance and networking.
- Experienced in system-operations training, collections, and customer service.
- Excellent experience in system operations and various types of hardware and software.
- Over 10 Years of Experience in the computer field (certified).
- Knowledge in data entry, and file updating.
- Bilingual English and Spanish.
- Strong interpersonal skills, a positive attitude, and a great team player.

EMPLOYMENT

Ekkeko Holdings, LLC. Surfside, FL — 2014-Present
CEO

- Real Estate Investment
- Property Management

Summa Mechanical Contractors, LLC. Davie, FL — 2012-Present
CEO 05/16

- Administrator
- Train office staff, technicians & comfort specialists
- Six years technical experience in the air conditioning field.

United Realty Group, Inc. Plantation, FL — 2006-Present
Broker Sales Associate

- Lead Generation
- Property Listing
- Working with buyers and sellers.

Acculaw, Inc. Davie, FL — 2000-2012
Technician

- Train staff and customers in computer-system setup and operations.
- Troubleshooting.
- Telephone support.
- Networks.
- General office duties.

Viewing Dots, LLC. Hollywood, FL — 2003-2006

CEO

- Residential and Small Business services in Networking and Troubleshooting.
- Sales.
- Web Design.
- System Builder.
- General office duties.

Fazzt Inc. Sunrise, FL 2003-2005

Manager

- Assisted in training and supervising staff in all operations.
- Word processing, data entry, writing/editing documents and correspondence.
- General office duties.

Magnificent Jewelry, Fort Lauderdale, FL 2003-2005

CEO

- Sales
- General office duties.
- Word processing, data entry, writing/editing documents and correspondence.

EDUCATION

Devry University, Miramar, FL 2004-2006

Majoring in: Network and Communications Management

Cooper City High School, Cooper City, FL 2003

A+ Certified Technician, Plantation, FL 2000

MCP (Microsoft Certified Professional), Plantation, FL 2000

REFERENCE

PROFESSIONAL

John Jablansky, (CEO)	Green Lawn Design	(954) 791-8264
Manual Brugat, (CEO)	Image Instrumentation	(954) 680-6865
Miguel Garcia (CEO)	Maverick United Elevators	(305) 888-7599

More References Upon Request

Edgardo Garcia
8925 SW 49th Street
Cooper City, Fl 33328
Cell (954) 383-6002
edgardo@peoplepc.com

RESULT-ORIENTED MANAGER

Maintenance and Process Engineer with recognized strength to accomplish goals and a team builder.

PROFILE

- ✓ Over twenty years hands-on Maintenance experience in Food and Pharmaceutical Manufacturing Operation
- ✓ Strong mechanical aptitude & working knowledge of electrical & mechanical systems.
- ✓ Excellent trouble shooting & diagnostic skills.
- ✓ Flexible and adaptive to change; resourceful in getting the job done.
- ✓ Many years of experience in an OSHA and cGMP environment.
- ✓ Reengineering process and equipment.
- ✓ Work well independently; interface professionally with all disciplines.

WORK EXPERIENCE

Summa Mechanical Contractors, LLC.
Air Conditioning Repair/Install
Davie, FL

Mechanical Contractor, 04/2006 to Present

Oversee Projects, Maintenance and installations of: Residential & Commercial air conditioning and refrigeration systems, compress air, and all equipment related to the Company operations. Comply with State and Federal regulation for building inspections

Dry Clean U.S.A
The largest chain of laundry and dry clean services in South Florida
Oakland Park, Florida

Maintenance Manager, 07/2005-03/2006

Oversee Maintenance and installations of: steam boilers. Commercial air conditioning and refrigeration systems, compress air, steam and vacuum piping installations, and all equipment related to this Company operation. Comply with State and Federal regulation for building inspections

Nature's Products, Inc.
A vitamin and food supplement manufacturer.
Sunrise, Florida

Engineering/Facilities Manager, 5/1997-4/2005

- ➢ Asses programs and systems to improve the efficiency of the solid-dosage, manufacturing and packaging process.
- ➢ Increased productivity and improve quality by automating the film coating process, reducing the batch process time 70%.
- ➢ Solid-dosage hands on experience with: Blender, tablet presses, capsule filler and fill coating equipments.

- Removed from the old location, installed and started-up all the process & utilities equipments within the current state-of-the-arts facility.
- Plan budgets & schedule facility modifications including cost estimates and vendor negotiation.
- Oversee all new capital expenditure items including all the operation and process equipments.
- Oversee cleaning, pest control and maintenance of the building grounds.
- Contract & supervise all outside contractors
- Maintain compliance with all applicable federal, state and local codes.
- Responsible for the Plant and Office security system.

Farmacapsulas S.A.
An international leader gelatin hard shell capsule manufacturer.
Barranquilla, Colombia

Project & Maintenance Manager, 4/1992-4/1996

- Planned, oversaw, completion of all projects and started up of these state-of-the-art hard shell capsule plant, increasing the production from 6.000,000 to 18.000.000 capsules /day.
- Removed from Jerusalem (Israel), installed and started-up two complete hard shell capsule process lines.
- Managed daily operations and maintenance of industrial and facility equipments.
- Coordinated the labor & projects for the electrical and mechanical supervisors.

Gelatinas de Colombia S.A.
The biggest edible and pharmaceutical gelatin manufacturer in South America.
Barranquilla, Colombia

Maintenance and Project Manager, 4/1976-3/1992

- Preventative and corrective maintenance of industrial equipment: e.g., positive and centrifugal pumps, water treatment plant, fire tube boilers, electrical installation and motor, HVAC, continuous vacuum evaporator system, etc.
- Removed, shipped from Kenosha W.I. and installed one continuous Gelatin Dryer, capacity of 10 tons/day with all the support equipment as: steam, refrigeration and A/C, low humidity air system manufactured by "Kathabar Systems".
- Selection and installation of one "Kongsberg" emergency power generator 1250 KW, 4160/3/60

Cafeteria Almendra Tropical
A ground coffee packaging and manufacturer
Barranquilla, Colombia

Maintenance Manager, 1975-1976

Gelatinas de Colombia Ltda
An edible and pharmaceutical gelatin manufacturer.
Barranquilla, Colombia

Maintenance Manager, 1972-1974

EDUCATION

Technological University of Pereira (Colombia). B.S. in Mechanical Engineer – 1972
Certified Mechanical Contractor for the State of Florida.
Certified Seminars in: Maintenance Planning & Programming; Pneumatic and Technology Systems; Basic GMP regulations and A/C Alternative Compressors.

LANGUAGES

Proficient reading, writing, and speaking Spanish

MANDATORY SITE INSPECTION CONFIRMATION

BID TITLE: REPLACEMENT OF THE ROOF-TOP HVAC UNITS AT THE EZELL HESTER COMMUNITY CENTER, 1901 North Seacrest Boulevard, Boynton Beach, FL 33435.

BID NUMBER: 018-2710-17/JMA **DATE:** 3/8/17

David Soldarriaga / Comfort Specialist as an authorized representative of: (Print Name and Title of Representative)

Somma Mechanical Contractors dba SMC Airconditioning (hereinafter called the bidder) located at (Print Name of Company)

5071 S. State Rd. 7 #704 Davie FL 33314 confirms that said Company Address

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

SIGNATURE OF COMPANY REPRESENTATIVE NAMED ABOVE

MARCH 8, 2017
DATE OF INSPECTION

CITY REPRESENTATIVE SIGNATURE FOR MANDATORY ONLY

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NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)
:
County of Broward)

Andres Garcia, being first duly sworn, deposes and says that:

1) He/She is CEO (Title) of Summa Mechanical Contractors LLC (Name of Corporation or Firm), the bidder that has submitted the attached bid: "REPLACEMENT OF THE PACKAGED ROOF-TOP HVAC UNITS AT THE EZELL HESTER COMMUNITY CENTER IMPROVEMENTS"

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

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

4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) CEO

Subscribed and sworn to before me

This 23 day of March, 2017

My commission expires 7/7/19

DAVID SALDARRIAGA
MY COMMISSION # FF247231
EXPIRES July 07, 2019
(407) 398-0153 FloridaNotaryService.com

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NCA - 1

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

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

By: _____
NAME - SIGNATURE

Sworn and subscribed before me
this 23 day of March, 20 17

Printed Information:

Andres Garcia
NAME

CEO
TITLE

Summa Mechanical Contractors
COMPANY

NOTARY PUBLIC, State of Florida
at Large

DAVID SALDARRIAGA
MY COMMISSION # FF247231
EXPIRES July 07, 2019
(407) 398-0153 FloridaNotaryService.com

"OFFICIAL NOTARY SEAL" STAMP

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

AKA - 1

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 ? X _____ Yes _____ No

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

( ) AMERICAN INDIAN

( ) ASIAN

( ) BLACK

(x) HISPANIC

( ) WOMEN

( ) OTHER _____ (specify)

( ) NOT APPLICABLE

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

YES __X__ NO _____

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

State of Florida (Minority Business Certification)

Issuing Organization for Certification

10/26/16

Date of Certification

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MOB - 1

State of Florida

Minority Business Certification

Summa Mechanical Contractors LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

10/25/2016 to **10/25/2018**

Chad Poppell, Secretary
Florida Department of Management Services

office of supplier DIVERSITY

Office of Supplier Diversity • 4050 Esplanade Way, Suite 380 • Tallahassee, FL 32399 • 850-487-0915 • www.dms.myflorida.com/osd

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 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 ALONG WITH BID FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

DFW - 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

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL
FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE
SPC - 1

Submission to the conduct is made by either explicitly or implicitly a condition of employment:

Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee: Such conduct has the purpose or effect of substantially interfering with the employee's work performance or creates an intimidating, hostile or offensive work environment.

To establish a proper work environment, the Company prohibits the following conduct in the work place:

1. Sexual advances, sexual flirtations, requests, threats or intimation for sexual behaviors, lewd comments, graphic verbal commentaries about an individual's body, comments regarding sexual behavior, innuendoes, and other vocal activity, such as "cat calls" and "wolf whistles".
2. Any and all sexually suggestive gestures.
3. Display of photographs, cartoons, articles or other written materials or objects of a sexual nature in the work place.

All acts of sexual harassment in the work place, whether specifically included in the above list, are strictly prohibited. Any employee or applicant for employment who feels he or she has been sexually harassed should immediately report such incidents to the Company President. Any employee or applicant for employment who feels that retaliatory action has been taken at any time because he or she complained of sexual harassment should also immediately report that action to the Company President.

In determining whether alleged conduct constitutes sexual harassment, the totality of the circumstances, the nature of the harassment, and the context in which the alleged incidents occurred will be investigated. The Company has the responsibility for investigating complaints of sexual harassment. Confidentiality regarding both the complaint and the investigation will be maintained to every extent possible. There will be no reprisals taken against anyone who makes a complaint.

Based on the investigation, the Company will determine whether the conduct complained of constitutes sexual harassment. If sexual harassment occurred, appropriate action will be taken, including discipline up to and including termination of employment.

Safety Program

Your safety is the constant concern of this company. Every precaution has been taken to provide a safe workplace. Supervisor makes regular inspections and holds regular safety meetings. He also meets with management to plan and implement further improvements in our safety program. Common sense and personal interest in safety are still the greatest guarantees of your safety at work, on the road, and at home. We take your safety seriously and any willful or habitual violation of safety rules will be considered cause for dismissal. SMC Air Conditioning is sincerely concerned for the health and well being of each member of the team.

The cooperation of every employee is necessary to make this company a safe place in which to work. Help yourself and others by reporting unsafe conditions or hazards immediately to your supervisor or to a member of the safety committee.

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Give earnest consideration to the rules of safety presented to you by poster signs, discussions with your supervisor, posted department rules, and regulations published in the safety booklet. Begin right by always thinking of safety as you perform your job, or as you learn a new one.

Accident Reporting

Any injury at work—no matter how small—must be reported immediately to your Supervisor. Your supervisor will decide whether an injury requires immediate medical treatment. Serious conditions often arise from small injuries if they are not cared for at once.

Specific Safety Rules and Guidelines

To ensure your safety, and that of your coworkers, please observe and obey the following rules and guidelines:

To carry out this policy the Company will:

1. Work to maintain safe and healthful working conditions.
2. Furnish, within reason, the best available mechanical safeguards and personal protective equipment where, in its judgment, they are needed.
3. Insist that all co-workers observe established safety regulations and practices and use the safety equipment provided.

Safety Rules and Regulations

1. Hard Hats must be worn, at all times, while on jobs requiring their usage.
2. Follow all tool and equipment manufacture's safety precautions, warnings, and guidelines.
3. Rubber soled/leather shoes must be worn at all times while on duty. Safety boots with steel toes are encouraged.
4. Gloves and Goggles or safety glasses must be worn when drilling, soldering, brazing, grinding, sanding, etc. Goggles are the responsibility of each and every employee.
5. First aid kits have been supplied to each truck. They are the responsibility of each employee. The employee must be certain to maintain these First Aid kits.
6. Fire extinguishers have been supplied to each truck. They are the responsibility of each employee. If a Fire Extinguisher is discharged, the employee is responsible for having it replaced or refilled. When welding or brazing, the employee must have his/her Fire Extinguisher within ten feet of the work area.
7. Ladders may only be used when in good working order. Each employee must make themselves aware of the operating procedures and instructions for each ladder they use. Ladders must be tied off. Each employee must tie

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off their ladders so that there is no possibility of the ladder falling, as a result of heavy winds, etc. This is very important. Failure to comply with this or any other safety rule could result in your immediate termination.

8. All tools must be inspected on a regular basis. This is to assure that they are working correctly and are completely safe for use. All equipment must be in proper working order before usage. Extension cords must be in good condition and of the "three wire" type.

9. Employees must be certain that no unauthorized persons can gain access to any of their equipment. Employees are not to allow anyone to use any of their tools and equipment, which are not completely familiar with its safe usage.

10. Vehicles are to be kept in safe operating condition. Employees are to report any problems with their vehicles to their supervisors immediately. Absolutely no passengers are ever allowed in your service vehicle at any time.

11. Use of your vehicle safety belt is the law in many states including our state. Use of your safety belt is also mandatory and required, at all times, when in your vehicle. This is a must.

12. Material Safety Data Sheets have been provided to each employee and should be kept on their vehicle at all times. This is the law. It is the responsibility of each employee to obtain and maintain these MSDS sheets. If materials are purchased that is not part of our regular inventory or if they do not have a MSDS sheet for a particular material, it is the responsibility of each and every tech to obtain these MSDS sheets and keep them on their vehicle.

13. Observe and practice the safety procedures established for the job.

14. In case of sickness or injury, no matter how slight, report at once to your supervisor. In no case should an employee treat his own or someone else's injuries or attempt to remove foreign particles from the eye.

15. In case of injury resulting in possible fracture to legs, back, or neck, or any accident resulting in an unconscious condition, or a severe head injury, the employee is not to be moved until medical attention has been given by authorized personnel.

16. Do not wear loose clothing or jewelry around machinery. It may catch on moving equipment and cause a serious injury.

17. Never distract the attention of another employee, as you might cause him or her to be injured. If necessary to get the attention of another employee, wait until it can be done safely.

18. Where required, you must wear protective equipment, such as goggles, safety glasses, masks, gloves, hairnets, etc.

19. Safety equipment such as restraints, pull backs, and two-hand devices are designed for your protection. Be sure such equipment is adjusted for you.

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20. Pile materials, skids, bins, boxes, or other equipment so as not to block aisles, exits, firefighting equipment, electric lighting or power panel, valves, etc. Fire doors and aisles must be kept clear.

21. It's every employee's responsibility to be on the lookout for possible hazards. If you spot one of the conditions on the following list—or any other possible hazardous situation—report it to your supervisor immediately.

22. Keep all equipment, materials, tools, etc., tied down and secure. Lock up tools, equipment, etc., where applicable.

23. Your work location should be kept clean and orderly. Keep machines, tools, materials and other objects out of the center of rooms. Clean up spills, drips, and leaks immediately to avoid slips and falls.

24. Place trash in the proper receptacles. Stock shelves carefully so materials and tools will not fall over.

Office Equipment

All office equipment is supplied by the company and should be used according to instructions or policy. Office equipment should not be used for personal usage.

Phone Usage

Phones should be answered politely and courteous within the first two rings. Phones should always be answered, "Thank you for calling SMC Air Conditioning this is <your name> how may I help you." When taking phone messages insure that the date, time, name, company name and other pertinent information is included.

Phones are for company business and personal calls should be limited to emergency calls, or limited use while on lunch or break.

Internet and Email Usage

Electronic mail and Internet is ONLY to be used for business purposes and not personal use.

Employees are not to subscribe to list services, news groups, mailing lists or Usernet's that do not relate to job function. Do not download and install any programs or games that are not needed for job function, as this may cause computer problems or viruses. It is against company policy to visit sites with sexually explicit material including nudity and other graphical or textual depictions of sexual activities.

Electronic mail is not to contain games, chain letters, harassment, threats, profanity, offensive language or sexually explicit material including nudity and other graphical or textual depictions of sexual activities. Please do not download items to your computer as this may cause problems with viruses. Personal email accounts may be checked during breaks or lunches.

Computers and other electronic devices are the property of the company and are accessible by management at any time.

Violation of this policy may result in disciplinary action, legal action and /or other serious consequences.

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REPLACEMENT OF PACKAGED ROOF-TOP HVAC UNITS FOR EZELL HESTER COMMUNITY CENTER
BID No 018-2710-17/JMA

SCHEDULE OF SUB-CONTRACTORS

The Undersigned Bidder proposes the following major subcontractors for the major areas of work for the Project. The Bidder is further notified that all sub-contractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required.

Name and Address of Sub-Contractor	Scope of Work	License No.:	Contract Amount	Percentage (%) of Contract
R. Good Electric Inc	Remove and replace disconnect switch	EC13002270	1,547.00	1.69%
-1730 NW 88th Way. Pembroke Pines, FL				

Signature _____ Date: 3/27/17

Title/Company CEO / Summa Mechanical Contractors LLC

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

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE
SSC-1

PALM BEACH COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

REPLACEMENT OF ROOF-TOP HVAC UNITS AT THE EZELL HESTER COMMUNITY CENTER

BID No. 018-2710-17/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.

Summa Mechancal Contractors LLC
CONTRACTOR NAME

By _____

Title: CEO

Date: 3/17/17

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

IG-1

STATE OF FLORIDA)
SS:
COUNTY OF _____)

I, HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared Andres Garcia, Florida Corporation and general partner of Summa Mechanical Contractors LLC. 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.

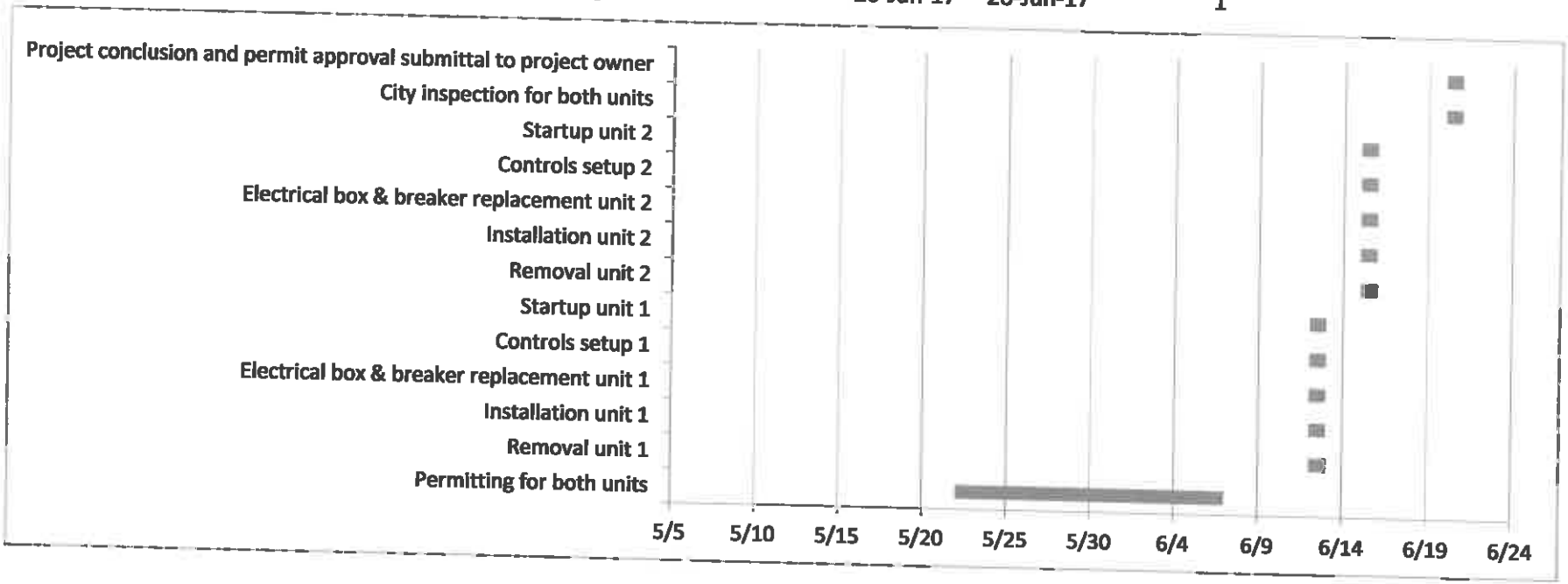
Notary Public, State of Florida

My Commission Expires:

DAVID SALDARRIAGA
MY COMMISSION # FF247231
EXPIRES July 07, 2019
(407) 398-0153 FloridaNotaryService.com

WARR-2

TASK	START DATE	END DATE	DURATION
Permitting for both units	22-May-17	7-Jun-17	16
Removal unit 1	12-Jun-17	12-Jun-17	1
Installation unit 1	12-Jun-17	12-Jun-17	1
Electrical box & breaker replacement unit 1	12-Jun-17	12-Jun-17	1
Controls setup 1	12-Jun-17	12-Jun-17	1
Startup unit 1	12-Jun-17	12-Jun-17	1
Removal unit 2	15-Jun-17	15-Jun-17	1
Installation unit 2	15-Jun-17	15-Jun-17	1
Electrical box & breaker replacement unit 2	15-Jun-17	15-Jun-17	1
Controls setup 2	15-Jun-17	15-Jun-17	1
Startup unit 2	15-Jun-17	15-Jun-17	1
City inspection for both units	20-Jun-17	20-Jun-17	1
Project conclusion and permit approval submittal to project owner	20-Jun-17	20-Jun-17	1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/14/2017

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

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

PRODUCER

Russo Insurance Group
11011 Sheridan St.,
Suite 201
Cooper City FL 33026

CONTACT NAME: RALPH RUSSO
PHONE (A/C, No, Ext): (954) 345-1904 FAX (A/C, No): (954) 827- 2355
E-MAIL ADDRESS: ralph@russoig.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : WESTERN WORLD INS CO	13196
INSURER B : NAUTILUS INS CO	17370
INSURER C : COVINGTON SPECIALTY INS CO.	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

SUMMA MECHANICAL CONTRACTORS LLC
DBA SMC AIR CONDITIONING
5071 S. STATE RD 7, SUITE #704
DAVIE FL 33314

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	NPP8394298	01/05/2017	01/05/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			AN034658	01/05/2017	01/05/2018	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	COMMERCIAL PROPERTY			VBA511851	02/03/2017	02/03/2018	BPP	$45,000

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

MECHANICAL CONTRACTOR - A/C INSTALLATION, SERVICE & REPAIR

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER

CITY OF BOYNTON BEACH
100 E BOYNTON BEACH BLVD
BOYNTON BEACH, FL 33425

CANCELLATION

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

AUTHORIZED REPRESENTATIVE Ralph Russo <DA>

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/15/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
PTL INSURANCE ASSOC., INC.
7201 CORAL WAY
MIAMI, FL. 33155

CONTACT NAME:
PHONE (A/C, No, Ext): 305-262-7094 FAX (A/C, No): 305-262-4907
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A:	
INSURER B: FUBA	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
SUMMA MECHANICAL CONTRACTORS LLC
DBA SMC AIR CONDITIONING
5071 S STATE RD 7 STE 704
DAVIE, FL 33314
954-562-8161

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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	AUTOMOBILE LIABILITY							$
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	HIRED AUTOS / NON-OWNED AUTOS						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
	UMBRELLA LIAB / OCCUR							$
	EXCESS LIAB / CLAIMS-MADE						EACH OCCURRENCE	$
	DED / RETENTION $						AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS / X / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		10651285	01/04/17	01/04/18	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
AIR CONDITIONING INSTALLATION, SERVICE AND REPAIR

CERTIFICATE HOLDER
City of Boynton Beach
100 E Boynton Beach Blvd,
Boynton Beach, FL 33425

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Certificate Holder:	**Named Insured:**
CITY OF BOYNTON BEACH 100 E BOYNTON BEACH BLVD BOYNTON BEACH, FL 33435-3838	SUMMA MECHANICAL CONTRACTORS,LLC 5071 S STATE ROAD 7 STE 704 DAVIE FL 33314-5661

Automobile Liability

Insurer Name: Allstate Insurance Company

Policy Number: 648779689

	1 – Any Auto	X	2 – Owned Autos Only		3 – Owned Priv. Pass. Autos Only
	4 – Owned Autos Other Than Priv. Pass. Autos Only	X	5 – Owned Autos Subject to No Fault		6 – Owned Autos Subject to a Compulsory UM Law
	7 – Specifically Described Autos		8 – Hired Autos Only		9 – Non-owned Autos Only

Policy Effective Date: 01-31-2017		**Policy Expiration Date:** 01-31-2018	
Limits Of Insurance:	$ 1,000,000	Combined Single Limit (each accident)	
	BI Per Person	BI Per Accident	PD Per Accident

Description of Operations/Locations/Vehicles/Endorsements/Special Provisions

Interested Party Type: CERTIFICATE HOLDER

THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER.

IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.

Producer: PROTECTION PARTNERS	
Authorized Representative:	**Date:** 03-17-17

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CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/16/2017

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R17-047 - Award Bid No. 019-2821-17/TP to the low bidder, Bofam Construction Company, Inc. of Miami, FL, for the Construction of the NE 20th Avenue Stormwater Improvements, and authorize the City Manager to sign a contract, in the amount of $614,369.13 plus a 10% contingency of $61,436.91, for a total estimated amount of $675,806.04.

EXPLANATION OF REQUEST:

On February 1, 2017, Procurement Services issued Bid No. 019-2821-17/TP for NE 20th Avenue Stormwater improvements with a Mandatory Pre-Bid Meeting and Site Inspection held on February 21, 2017 for interested prospective bidders to review the project. On March 21, 2017, Procurement Services opened submittals from eight (8) bidders. After reviewing and evaluating the apparent low bid, Staff recommends award of the project to Bofam Construction Company, Inc. as the lowest responsive and responsible bidder. During the review process, Staff discovered a mathematical error in Bofam's submittal; however, this error was determined to be minor and did not impact the substance of the bid.

Term of agreement:

The work shall be substantially completed within 120 calendar days (approx. 4 months) after notice to proceed and completed and ready for final payment within 30 calendar days from the substantial completion.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? This agreement will provide for the implementation of the NE 20th Avenue Stormwater Improvements project to enhance City- operations

FISCAL IMPACT: Budgeted
The costs of this project will be paid from approved CIP budgets budgeted within the City's adopted budget.

Project # STM029, account 403-5000-538-65-09 and 403-5000-535-65-04.

ALTERNATIVES:
Not approve the contract and re-issue the Bid.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CONTRACTS

VENDOR NAME: Bofam Construction Company, Inc.

START DATE:

END DATE:

CONTRACT VALUE:

MINORITY OWNED CONTRACTOR?: Yes

EXTENSION AVAILABLE?:

EXTENSION EXPLANATION:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving and authorizing City Manager to sign a Contract with Bofam Construction
Contract	Contract Bofam
Letter	Consultant's (AECOM) recommendation
Bid	Bid Schedule
Bid	Final Bid Tabulation Sheet
Bid	Bofam Bid/Proposal
Bid	Construction budget breakdown of bid tabulation

REVIEWERS:

Department	Reviewer	Action	Date
Utilities	Pigott, Bevis	Approved	5/3/2017 - 11:12 AM
Finance	Howard, Tim	Approved	5/5/2017 - 2:57 PM
Legal	Swanson, Lynn	Approved	5/11/2017 - 3:58 PM
City Manager	LaVerriere, Lori	Approved	5/12/2017 - 9:37 AM

RESOLUTION NO. R17-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN AWARD OF BID AND AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH BOFAM CONSTRUCTION COMPANY, INC., IN RESPONSE TO BID NO. 019-2821-17/TP FOR FOR THE CONSTRUCTION OF THE NE 20TH AVENUE STORMWATER IMPROVEMENTS IN THE AMOUNT OF $614,369.13 PLUS A 10% CONTINGENCY OF $61,436.91 FOR A TOTAL ESTIMATED AMOUNT OF $675,806.04; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 21, 2017, Procurement Services opened submittals from eight (8) bidders in response to Bid No. 019-2821-17/TP for the Construction of the NE 20th Avenue Stormwater Improvements; and

WHEREAS, staff reviewed the bid proposals and it was determined that Bofam Construction Company, Inc was the lowest responsive and responsible bidder; and

WHEREAS, the City Commission of the City of Boynton Beach upon recommendation of staff, deems it to be in the best interest of the citizens of the City of Boynton Beach to award Bid No. 019-2821-17/TP for the Construction of the NE 20th Avenue Stormwater Improvements to Bofam Constructionj Company, Inc., and authorize the City Manager to sign a Contract with Bofam Construction Company, Inc.

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

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

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby

approves the award of Bid No. 019-2821-17/TP for the Construction of the NE 20th Avenue Stormwater Improvements in the amount of $614,369.13 plus a 10% contingency of $61,436.91 for a total estimated amount of $675,806.04 and authorize the City Manager to sign a Contract with Bofam Construction Company, Inc., a copy of which is attached hereto as Exhibit "A".

Section 3. That this Resolution shall become effective immediately.

PASSED AND ADOPTED this _____ day of _____, 2017.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

CONSTRUCTION CONTRACT

NE 20TH AVENUE STORMWATER IMPROVEMENT

THIS AGREEMENT is entered into between the CITY OF BOYNTON BEACH, a municipal corporation, hereinafter referred to as "CITY", and **Bofam Construction Company, Inc.** a corporation authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR".

WHEREAS, the CITY has awarded to the CONTRACTOR the work of performing certain construction services.

WHEREAS, at its meeting of **May 16, 2017**, by Resolution No.:_____, the CITY Commission authorized the proper CITY officials to execute this Contract hereinafter referred to as Contract No.: **019-2821-17/TP**, and;

NOW, THEREFORE, CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. SCOPE OF WORK.

CONTRACTOR shall furnish all plant, labor, materials, and equipment and perform all the necessary WORK in the manner and form provided in the Contract Documents entitled: NE 20TH AVENUE STORMWATER IMPROVEMENT, Invitation to Bid No. 019-2821-17/TP.

Article 2. CONSULTANT.

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

Article 3. CONTRACT TIME; LIQUIDATED DAMAGES.

3.1 The WORK will be substantially completed within **120** calendar days from the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.9 of the General Conditions within **30** calendar days from the date of Substantial Completion.

3.2 Liquidated Damages. The CITY and CONTRACTOR recognize and acknowledge that time is of the essence of this Contract and that the CITY will suffer financial loss if the WORK is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Each of the parties acknowledges that it has attempted to quantify the damages which would be suffered by the CITY in the event of the failure of CONTRACTOR to perform in a timely manner, but neither one has been capable of ascertaining such damages with a certainty. CITY and CONTRACTOR also recognize and acknowledge the delays, expense and difficulties involved in proving in a legal preceding the actual loss suffered by the CITY if the WORK is not

completed on time. Accordingly, instead of requiring any such proof, the CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the CITY, __**Eight Hundred**_____ Dollars **($_800.00___)** for each day that expires after the time specified in paragraphs 3.1 for substantial completion until the WORK is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining WORK within the Contract Time or any proper extension thereof granted by the CITY, CONTRACTOR shall pay CITY ___**Two Hundred**_____ Dollars **($_200.00__)** for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. <u>CONTRACT PRICE</u>.

CITY shall pay CONTRACTOR, for faithful performance of the Contract, in lawful money of the United States of America, and subject to the additions and deductions as provided in the Contract Documents, a total sum as follows:

Based on the Contract prices shown in the Bid Form submitted to the CITY as subsequently revised and as stated herein, a copy of such Bid Form being a part of the Contract Documents, the aggregate amount of this Contract **(obtained from either the lump sum price, the application of unit prices to the quantities shown in the Bid Form or the combination of both)** not to exceed:

<u>Six Hundred Fourteen Thousand Three Sixty-Nine and Thirteen Cents</u> $ 614,369.13_____
(Written) (Numerical)

Article 5. <u>PAYMENT PROCEDURES</u>.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. CITY will process Applications for Payment as provided in the General Conditions.

5.1 Progress Payments. CONTRACT may submit an Application for Payment as recommended by CONSULTANT, for WORK completed during the Project at intervals of not more than once a month. All progress payments will be on the basis of the progress of WORK measured by the schedule of values established in Paragraph 2.9.1 of the General Conditions and in the case of Unit Price Work based on the number of units completed or, in the event there is no schedule of values, as provided in the General Requirements.

5.2 Prior to Substantial Completion progress payments will be made in an amount equal to 90% of WORK completed, but, in each case, less the aggregate of payments previously made and less such amounts as CONSULTANT shall determine, or CITY may withhold, in accordance with paragraph 14.5 of the General Conditions.

5.3 CONTRACTOR shall submit with each Application for Payment, and updated progress schedule acceptable to the CITY and a Warranty of Title/release of liens relative to the Work that is the subject of the Application. Each Application for Payment shall be submitted to the CITY for approval. The CITY shall make payment to the CONTRACTOR within thirty (30) days after approval by the CITY of CONTRACTOR'S Application for Payment and submission of an acceptable updated progress schedule.

5.4 Ten percent (10) of all monies earned by the CONTRACTOR shall be retained by CITY until fifty (50) percent completion of the construction services purchased (defined as that point at which fifty (50) percent of the construction of the work as defined in the Contract Schedule of Values has been performed under the contract by the CONTRACTOR) has been reached.

5.5 After fifty (50) percent completion of the construction work purchased under the Contract

has been reached, five (5) percent of all monies earned by the CONTRACTOR shall be retained by the CITY until Final Completion and acceptance by CITY.

5.6 The CITY may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

a. Defective Work not remedied.
b. Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.
c. Failure of CONTRACTOR to make payments properly to SUBCONTRACTORS or for material or labor.
d. Damage to another CONTRACTOR not remedied.
e. Liquidated damages and costs incurred by the CITY for extended construction administration.

When the above grounds are removed or resolved or CONTRACTOR provides a surety bond or consent of Surety, satisfactory to the CITY, which will protect the CITY in the amount withheld, payment may be made in whole or in part.

5.7 Final Payment. Upon final completion and acceptance of the WORK in accordance with paragraph 14.10 of the General Conditions, CITY shall pay the remainder of the Contract Price as recommended by CONSULTANT as provided in paragraph 14.10.

Article 6. CONTRACTOR GUARANTEE.

CONTRACTOR warrants all work, materials and equipment shall be free from damages and/or defects owing to faulty materials or workmanship for a period of one (1) year after completion of the WORK covered by this Contract. The CONTRACTOR, free of all costs to the CITY, shall replace any part of the equipment, materials, or work included in this Contract, which proves to be defective by reason of faulty materials, damages, and/or workmanship within twelve (12) month period.

Article 7. CONTRACT DOCUMENTS.

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

7.1 Invitation to Bid

7.2 Instructions to Bidders

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

7.4 Contract

7.5 Contractor's Performance and Payment Bond

7.6 General Conditions

7.7 Special Conditions

7.8 Technical Specifications

7.9 Drawings entitled: Cover, _____

7.10 Addendum No. 1 Dated _____.

ARTICLE 8. NOTICE: All notices required in this Contract shall be sent by certified mail, return receipt requested and if sent to the CITY shall be mailed to:

City of Boynton Beach
Attn: Angela Prymas, Project Manager

124 E. Woolbright Road
Boynton Beach, FL 33435
Tel (561) 742 - 6421
Fax (561) 742 - 6298

Copy to: Procurement Services Division
Attn: Director of Finance

City of Boynton Beach
100 E. Boynton Beach Boulevard
Boynton Beach FL 33425
Tel (561) 742-6311
Fax (561) 742-6322

And if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR: Bofam Construction Company, Inc.
ADDRESS: 1600 NW 3RD Avenue
CITY/STATE/ZIP: Miami, FL 33136
Attn: Austin Akinrin, President
Tel: (754) 245 - 0102
Fax:(305) 675 - 9269

Article 9. INDEMNITY.

In consideration of Twenty-Five Dollars ($25.00) in hand paid and other valuable consideration, receipt of which is hereby acknowledged, CONTRACTOR agrees to defend, indemnify and hold harmless the CITY, its agents and employees, in accordance with paragraph 6.17 of the General Conditions which is incorporated herein and made a part hereof as if fully set forth herein. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statutes 725.06. It is further the specific intent and agreement of said parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the Specific Consideration.

Article 10. REIMBURSEMENT OF CONSULTANT EXPENSES.

Should the completion of this Contract be delayed beyond the specified or adjusted time limit, CONTRACTOR shall reimburse the CITY for all expenses of consulting and inspection incurred by the CITY during the period between said specified or adjusted time and the actual date of final completion. All such expenses for consulting and inspection incurred by the CITY will be charged to CONTRACTOR and be deducted from payments due CONTRACTOR as provided by this Contract. Said expenses shall be further defined as CONSULTANT charges associated with the construction contract administration, including resident project representative costs.

Article 11. FLORIDA'S PUBLIC RECORDS LAW.

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

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

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

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

11.4 Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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

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

Article 12. MISCELLANEOUS.

12.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.2 CITY and CONTRACTOR each binds itself, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

DATED this _____ day of _____, 2017.

CITY OF BOYNTON BEACH

_____

City Manager

_____

Contractor

Attest/Authenticated:

_____

Title

_____

City Clerk

(Corporate Seal)

Approved as to Form:

_____

Office of the City Attorney

Attest/Authenticated:

_____

Secretary

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

(Insert name of Contractor)

_____ as Principal,
(Address or legal title of Contractor)

hereinafter called Contractor, and

_____
(Name and address of Surety)

_____

as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF BOYNTON BEACH, P.O. BOX 310, BOYNTON BEACH, FLORIDA 33425-0310 as Obligee, hereinafter called Owner, in the amount of _____ Dollars ($_____), for payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 20____, entered into a contract with Owner for _____ in accordance with drawings and specifications prepared by _____ which contract is by reference made a part of hereof, and is hereinafter referred to as the Contract.

THIS FORM SHALL BE EXECUTED BY CONTRACTOR AND SUBMITTED AT AWARD

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the most responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the most responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

This bond is issued in compliance with Section 255.05, Florida Statutes as may be amended. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for its labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for its labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and the nonpayment. No action for the labor, materials, or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

Signed and sealed this _____ day of _____, 2017.

_____
Principal (Seal)

_____
Witness

_____
Title

_____
Surety

_____
Witness

_____
Attorney-in-Fact

END OF PERFORMANCE BOND

THIS FORM SHALL BE EXECUTED BY CONTRACTOR AND SUBMITTED AT AWARD

PAYMENT BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that _____
(Insert name of Contractor)

_____ as Principal,
(Address or legal title of contractor)

hereinafter called Principal, and
_____
(Name and address of Surety)

_____

as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF BOYNTON BEACH, P.O. BOX 310, BOYNTON BEACH, FLORIDA 33425-0310 as Obligee, hereinafter called Owner, for the use and benefit of claimants as here below defined, in the amount of

_____

Dollars ($_____), for payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 2017, entered into a contract with Owner for
_____
_____ in
accordance with drawings and specifications prepared by _____ which contract is by reference made a part of hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null

and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

   a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which such claimant is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for when the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

   b. After the expiration of one (1) year following the date on which Principal ceased work on such Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

   c. Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the State in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of a payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against such improvements, whether or not claim for the amount of such lien be presented under and against this bond.

5. This bond is issued in compliance with Section 255.05, Florida Statutes, as may be amended. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for its labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for its labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and the nonpayment. No action for the labor, materials, or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

Signed and sealed this _____ day of _____, 2017.

_____

Principal (Seal)

_____

Witness

_____

Surety

_____

Witness

_____

Attorney-in-Fact

END OF PAYMENT BOND

THIS FORM SHALL BE EXECUTED BY CONTRACTOR AND SUBMITTED AT AWARD

CITY OF BOYNTON BEACH
WARRANTY OF TITLE

STATE OF FLORIDA

COUNTY OF_____, being first duly sworn, deposes and says as follows:

He is
_____ of _____,
(Title) (Name of Corporation or Firm)

a Florida Corporation	(_____)	Check One
a Florida General Partnership	(_____)	
a Florida Limited Partnership	(_____)	
a Sole Proprietor	(_____)	

which is named in Construction Contract dated the _____ day of _____, 20____, between such corporation as the CONTRACTOR and the City of Boynton Beach, Florida as the OWNER, for the construction of _____ and Affiant is authorized to make this Affidavit as, or on behalf of, the Contractor as named above.

Title to all work, materials and equipment covered by the attached Final Application for Payment dated _____, passes to the Owner at the time of payment free and clear of all liens, and all laborers, material men and subcontractors have been paid for performing or furnishing the work, labor or materials upon such Contract work covered by the aforesaid Final Application for Payment.

This statement under oath is given in compliance with Section 713.06 Florida Statutes.

_____
Affiant

Sworn to and subscribed before me this
_____ day of _____, 2017

_____
Notary Public, State of Florida at Large
My Commission expires:

(SEAL)

END OF WARRANTY OF TITLE

THIS FORM SHALL BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH FINAL APPLICATION FOR PAYMENT

City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)		**MINIMUM LIMITS REQUIRED**	
General Liability		General Aggregate	$ 1,000,000.00
	Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
	Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
	Liquor Liability	Each Occurrence	$ 1,000,000.00
	Professional Liability	Fire Damage (any one fire)	$ 50,000.00
	Employees & Officers	Med. Expense (any one person)	$ 5,000.00
	Pollution Liability		
	Asbestos Abatement		
	Lead Abatement		
	Broad Form Vendors		
	Premises Operations		
	Underground Explosion & Collapse		
	Products Completed Operations		
	Contractual		
	Independent Contractors		
	Broad Form Property Damage		
	Fire Legal Liability		
Automobile Liability		Combined Single Limit	$ 300,000.00
	Any Auto	Bodily Injury (per person)	to be determined
	All Owned Autos	Bodily Injury (per accident)	to be determined
	Scheduled Autos	Property Damage	to be determined
	Hired Autos	Trailer Interchange	$ 50,000.00
	Non-Owned Autos		
	PIP Basic		
	Intermodal		
Garage Liability		Auto Only, Each Accident	$ 1,000,000.00
	Any Auto	Other Than Auto Only	$ 100,000.00
	Garage Keepers Liability	Each Accident	$ 1,000,000.00
		Aggregate	$ 1,000,000.00
Excess Liability		Each Occurrence	to be determined
	Umbrella Form	Aggregate	to be determined
Worker's Compensation			Statutory Limits
	Employer's Liability	Each Accident	$ 100,000.00
		Disease, Policy Limit	$ 500,000.00
		Disease Each Employee	$ 100,000.00
Property			
	Homeowners Revocable Permit		$ 300,000.00
	Builder's Risk		Limits based on Project Cost
Other -	As Risk Identified		to be determined

AECOM
800 Douglas Road Entrance
North Tower, Second Floor
Coral Gables, Florida 33134
www.aecom.com

305 444 4691 tel
305 447 3580 fax

April 11, 2017

Ms. Angela Prymas, P.E.
Stormwater Supervisor
Boynton Beach Utilities – City of Boynton Beach
124 E. Woolbright Road
Boynton Beach, Florida 33435

Re: NE 20th Avenue Stormwater Improvement
Bid No. 019-2821-17/TP
Bid Evaluation and Contractor Recommendation

Dear Ms. Prymas:

In accordance with our agreement, AECOM has reviewed the bids presented at the Bid Opening at the City of Boynton Beach on March 21, 2017. All bids were tabulated and reviewed for irregularities and overall bid price. It should be noted that the City requested additional information of the three lower price contractors (as reported) for past project experience verification to assist with this bid evaluation. The initial bids' review observed:

- The Bid Tabulation form (attached) was certified in acknowledgement of this review. There are several discrepancies between reported bid amounts and our tabulation.
- All bids were also reviewed for required documentation submittals. All bids appear to have the required forms except one bidder. Stanford Construction did not completely sign the Bidder Site Inpection Confirmation form.
- In some instances, several bidders had reported unit pricing out of the mean in comparison with other bidders.

From this observation, the three lowest bids were evaluated in accordance with Instructions to Bidders page IB-3, numeral 8 and the following criteria, including but not limited to, in no particular order:

1. Bid price
2. Individual bid item consistency with other bidders
3. References
   a. Performance (timeliness, quality of work)
   b. Litigation
   c. Financial (billing, change orders, etc.)
4. Experience with similar projects including Local and City of Boynton experience

From the criteria, Bofam Construction Company, Inc. is recommended for bid award on the referenced project by AECOM.

Sincerely,
AECOM Technical Services, Inc.

Jim Penkosky, P.E.
Senior Project Manager

Attachment: Bid Tabulation

BID TABULATION
CITY OF BOYNTON BEACH
BID No. 019-2821-17/TP
NE 20th AVENUE STORMWATER IMPROVEMENTS

Bid Item	General Description	Est Qty	Unit	B&B Underground Construction, Inc.		Bofam Construction Company, Inc.		Coramarca Corp.		Fitsaw Construction LLC		Florida Engineering and Development, Corp.		Foster Marine Contractors, Inc.		Man-Con Incorporated		Stanford Construction Company	
				unit cost	total	unit cost	total	unit cost	total	unit cost	total	unit cost	total	unit cost	total	unit cost	total	unit cost	total
1	Mobe, Demobe, Bonds, etc	1	LS	$ 35,000.00	$ 35,000.00	$ 43,050.00	$ 43,050.00	$ 31,203.79	$ 31,203.79	$ 32,482.00	$ 32,482.00	$ 32,000.00	$ 32,000.00	$ 57,000.00	$ 57,000.00	$ 39,000.00	$ 39,000.00	$ 53,542.00	$ 53,542.00
2	MOT Plan	1	LS	$ 6,500.00	$ 6,500.00	$ 21,525.00	$ 21,525.00	$ 8,079.14	$ 8,079.14	$ 1,500.00	$ 1,500.00	$ 48,750.00	$ 48,750.00	$ 10,000.00	$ 10,000.00	$ 13,000.00	$ 13,000.00	$ 3,750.00	$ 3,750.00
3	Indemnification	1	LS	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00
4	Record Drawings	1	LS	$ 13,000.00	$ 13,000.00	$ 5,227.50	$ 5,227.50	$ 6,500.00	$ 6,500.00	$ 17,155.00	$ 17,155.00	$ 16,800.00	$ 16,800.00	$ 6,500.00	$ 6,500.00	$ 12,500.00	$ 12,500.00	$ 18,810.00	$ 18,810.00
5	Driveway Apron - Removal	419	SY	$ 10.50	$ 4,399.50	$ 15.38	$ 6,442.13	$ 12.00	$ 5,028.00	$ 21.00	$ 8,799.00	$ 7.00	$ 2,933.00	$ 15.00	$ 6,285.00	$ 13.00	$ 5,447.00	$ 21.04	$ 8,817.76
6	Driveway Apron - Restore	443	SY	$ 45.00	$ 19,935.00	$ 30.75	$ 13,622.25	$ 70.00	$ 31,010.00	$ 56.00	$ 27,808.00	$ 64.00	$ 28,352.00	$ 52.00	$ 23,036.00	$ 56.00	$ 24,808.00	$ 75.60	$ 33,490.80
7	NPDES Permit, Inspections and Reporting	1	LS	$ 750.00	$ 750.00	$ 9,225.00	$ 9,225.00	$ 5,000.00	$ 5,000.00	$ 9,300.00	$ 9,300.00	$ 3,550.00	$ 3,550.00	$ 1,000.00	$ 1,000.00	$ 3,510.00	$ 3,510.00	$ 6,738.00	$ 6,738.00
8	Staked Silt Fence	3300	LF	$ 2.00	$ 6,600.00	$ 5.54	$ 17,712.00	$ 175.00	$ 5,775.00	$ 2.00	$ 6,600.00	$ 1.40	$ 4,620.00	$ 1.00	$ 3,300.00	$ 2.00	$ 6,600.00	$ 2.85	$ 9,405.00
9	Sod	100	SY	$ 6.00	$ 600.00	$ 27.68	$ 2,767.50	$ 6.00	$ 600.00	$ 45.00	$ 4,500.00	$ 5.00	$ 500.00	$ 5.00	$ 500.00	$ 15.70	$ 1,570.00	$ 12.40	$ 1,240.00
10	24" Diameter Smooth Walled (Type S) HDPE	199	LF	$ 110.00	$ 21,890.00	$ 424.35	$ 84,445.65	$ 160.00	$ 31,840.00	$ 48.00	$ 9,552.00	$ 70.00	$ 13,930.00	$ 85.00	$ 16,915.00	$ 86.30	$ 17,173.70	$ 106.74	$ 21,241.26
11	24" Diameter Smooth Walled Perf (Type SP)	1644	LF	$ 161.00	$ 264,845.00	$ 48.59	$ 79,922.33	$ 139.00	$ 228,655.00	$ 185.00	$ 304,325.00	$ 103.50	$ 170,257.50	$ 150.00	$ 246,750.00	$ 130.00	$ 213,850.00	$ 136.65	$ 224,790.00
12	24" Diameter Class 3 RCP	167	LF	$ 146.00	$ 24,382.00	$ 239.85	$ 40,054.95	$ 130.00	$ 21,710.00	$ 60.00	$ 10,020.00	$ 81.00	$ 13,257.00	$ 125.00	$ 20,875.00	$ 89.00	$ 14,863.00	$ 156.32	$ 26,106.00
13	24" Diameter Class 3 RCP with Exfil Trench	167	LF	$ 165.00	$ 27,555.00	$ 338.25	$ 56,487.75	$ 160.00	$ 26,720.00	$ 215.00	$ 35,905.00	$ 116.00	$ 19,372.00	$ 160.00	$ 26,720.00	$ 146.00	$ 24,382.00	$ 207.71	$ 34,688.00
14	Type E Ditch Bottom Inlet	25	EA	$ 5,000.00	$ 125,000.00	$ 2,152.50	$ 53,812.50	$ 5,000.00	$ 125,000.00	$ 3,650.00	$ 91,250.00	$ 5,250.00	$ 131,250.00	$ 4,250.00	$ 106,250.00	$ 4,300.00	$ 107,500.00	$ 5,867.00	$ 146,675.00
15	Open Cut Pavement Repair	318	LF	$ 55.00	$ 17,490.00	$ 21.53	$ 6,844.95	$ 2.00	$ 636.00	$ 62.00	$ 19,716.00	$ 58.50	$ 18,603.00	$ 105.00	$ 33,390.00	$ 50.00	$ 15,900.00	$ 165.00	$ 52,470.00
16	Water Service Line Adjustment	11	EA	$ 350.00	$ 3,850.00	$ 1,537.50	$ 16,912.50	$ 300.00	$ 3,300.00	$ 1,650.00	$ 18,150.00	$ 300.00	$ 3,300.00	$ 1,200.00	$ 13,200.00	$ 572.00	$ 6,292.00	$ 3,855.00	$ 42,405.00
17	6" Ductile Iron Water Main Pipe	20	LF	$ 88.00	$ 1,760.00	$ 399.75	$ 7,995.00	$ 85.00	$ 1,700.00	$ 50.00	$ 1,000.00	$ 417.50	$ 8,350.00	$ 150.00	$ 3,000.00	$ 247.00	$ 4,940.00	$ 284.00	$ 5,680.00
18	4" Ductile Iron Water Main Pipe	20	LF	$ 98.00	$ 1,960.00	$ 276.75	$ 5,535.00	$ 75.00	$ 1,500.00	$ 47.00	$ 940.00	$ 394.00	$ 7,880.00	$ 150.00	$ 3,000.00	$ 242.78	$ 4,855.60	$ 286.00	$ 5,720.00
19	Removal and Disposal of AC Pipe	2	EA	$ 500.00	$ 1,000.00	$ 4,612.50	$ 9,225.00	$ 1,250.00	$ 2,500.00	$ 350.00	$ 700.00	$ 1,280.00	$ 2,560.00	$ 1,500.00	$ 3,000.00	$ 468.00	$ 936.00	$ 3,950.00	$ 7,900.00
20	10" Diameter C-900 PVC Sanitary Pipe	304	LF	$ 42.00	$ 12,768.00	$ 153.75	$ 46,740.00	$ 105.00	$ 31,920.00	$ 68.00	$ 20,672.00	$ 77.10	$ 23,438.40	$ 70.00	$ 21,280.00	$ 67.40	$ 20,489.60	$ 113.00	$ 34,352.00
21	8" Ductile Iron Sanitary Pipe	40	LF	$ 120.00	$ 4,800.00	$ 276.75	$ 11,070.00	$ 95.00	$ 3,800.00	$ 71.00	$ 2,840.00	$ 191.00	$ 7,640.00	$ 160.00	$ 6,400.00	$ 126.75	$ 5,070.00	$ 496.00	$ 19,840.00
22	Reconnect New 10" Diameter Sanitary Main	4	EA	$ 1,800.00	$ 7,200.00	$ 1,107.00	$ 4,428.00	$ 1,250.00	$ 5,000.00	$ 2,500.00	$ 10,000.00	$ 3,050.00	$ 12,200.00	$ 750.00	$ 3,000.00	$ 1,483.00	$ 5,932.00	$ 4,873.00	$ 19,492.00
23	Replacement Pipe for Sewer Laterals (Sanitary)	7	EA	$ 1,600.00	$ 11,200.00	$ 922.50	$ 6,457.50	$ 1,850.00	$ 12,950.00	$ 1,850.00	$ 12,950.00	$ 2,353.00	$ 16,471.00	$ 1,300.00	$ 9,100.00	$ 2,062.00	$ 14,434.00	$ 5,471.00	$ 38,297.00
24	Replacement Pipe for Sewer Laterals (Exfil)	7	EA	$ 1,900.00	$ 13,300.00	$ 1,537.50	$ 10,762.50	$ 2,500.00	$ 17,500.00	$ 2,750.00	$ 19,250.00	$ 3,225.00	$ 22,575.00	$ 2,000.00	$ 14,000.00	$ 877.00	$ 6,139.00	$ 5,471.00	$ 38,297.00
25	Swale Excavation and Grading	3243	LF	$ 13.50	$ 43,780.50	$ 9.23	$ 29,916.68	$ 4.00	$ 12,972.00	$ 3.50	$ 11,350.50	$ 18.20	$ 59,022.60	$ 14.00	$ 45,402.00	$ 25.50	$ 82,696.50	$ 13.50	$ 43,780.50
26	Type F Curb	138	LF	$ 30.00	$ 4,140.00	$ 95.33	$ 13,154.85	$ 30.00	$ 4,140.00	$ 26.00	$ 3,588.00	$ 31.30	$ 4,319.40	$ 60.00	$ 8,280.00	$ 29.25	$ 4,036.50	$ 54.25	$ 7,486.60
27	Valley Gutter	108	LF	$ 30.00	$ 3,240.00	$ 89.18	$ 9,630.90	$ 30.00	$ 3,240.00	$ 32.00	$ 3,456.00	$ 32.60	$ 3,520.80	$ 60.00	$ 6,480.00	$ 29.25	$ 3,159.00	$ 52.95	$ 5,718.60
28	Concrete Flume	2	EA	$ 2,000.00	$ 4,000.00	$ 461.25	$ 922.50	$ 850.00	$ 1,700.00	$ 650.00	$ 1,300.00	$ 390.50	$ 781.00	$ 800.00	$ 1,600.00	$ 438.75	$ 877.50	$ 825.00	$ 1,650.00
Grand Total Base Bid (as reported)					$ 680,970.00		$ 613,914.93		$ 630,003.93		$ 682,133.50		$ 676,527.70		$ 696,288.00		$ 659,986.40		$ 913,405.73
AECOM Base Bid Tabulation					**$ 680,970.00**		**$ 613,914.94**		**$ 630,003.93**		**$ 685,133.50**		**$ 676,257.70**		**$ 696,288.00**		**$ 659,986.40**		**$ 912,407.52**

Certified by:

AECOM Technical Services, Inc.
James G. Penkosky, P.E.
Senior Project Manager
April 11, 2017

BID REFERENCE REVIEW
CITY OF BOYNTON BEACH BID No. 019-2821-17/TP
NE 20th AVENUE STORMWATER IMPROVEMENTS

BOFAM Construction Company, Inc.

#	Project	Project Value	Client/Owner	Prime/Sub	Project qualifies as similar drainage system work experience	Project qualifies as similar active neighborhood work experience	Project qualifies as similar size/scope work experience	Responsive Reference provide by:	Performance (quality of work, timeliness)	Change Orders	Litigation	Would Hire Again?	Unsolicited notable, volunteered reference comments
1	Bethel Church Site Improvements	$420,000	Bethel Church	Prime	Yes	No	Yes	Yes Pastor Henry Jones 954-470-4336	Very good, on time	None	No	Yes	Site PM (Austin) is "good to work with".
2	Neighborhood Drainage Improvements	$285,000	Pinnacle Construction	Sub	Yes	Yes	Yes	Yes Bill 954-818-1471	Excellent, on time	Yes/by Owner	No	Yes	Site PM (Melvin) is "good". "I only remember the names of people who do a good job".
3	FIU Storm Drainage	$680,000	Stanford & Sons	Sub	Yes	No	Yes	Did not call, reference is project bidder	---	Yes/site conditions	---	---	---
4	Hickman Storm Drainage Improvements	$253,000	Miami-Dade ISD	Prime	Yes	No	Yes	No – contacted 4 times Marc LeFrance 305-375-1197 or 786-469-2702	---	Yes/by Owner	---	---	Contacted 3 times, left message – no response as of 04/06/17; given alternate phone number left message – no response

Coramarca Corp

#	Project	Project Value	Client/Owner	Prime/Sub	Project qualifies as similar drainage system work experience	Project qualifies as similar active neighborhood work experience	Project qualifies as similar size/scope work experience	Responsive Reference provide by:	Performance (quality of work, timeliness)	Change Orders	Litigation	Would Hire Again?	Unsolicited notable, volunteered reference comments
1	Heritage Ridge Pipe Replacement & Resurfacing	$470,126	Martin County	Prime	Yes	Yes	Yes	Yes Paul Bangs 772-260-1973	No comment	Yes/ unforeseen conditions	No	No comment	No comment
2	SW 78th Street Roadway and Drainage Improvements	$98,662	City of South Miami	Prime	Yes	Yes	No; size	Yes by Grizel Martinez 305-403-2063	Ok; reasonable timeliness given unforeseen conditions	Yes/ unforeseen conditions	No	Could not provide feedback	Original reference provided, Ricardo Ayala, no longer with City. Grizel Martinez provide what she knew.
3	Commodore Drive Stormwater Outfall Relocation	$113,803	City of Plantation	Prime	Yes	Yes	No; size	Yes Juan Jose Figueroa 954-797-2283	Good; on schedule	Yes/by Owner	No	No comment	none
4	Perimeter Wall Pines Boulevard	$613,937	City of Pembroke Pines	Prime	No	No	No	Yes George Wrves 954-518-9045/9042	Good; on time given unforeseen conditions	Yes/ unforeseen conditions	No	Yes	Active project; have worked successfully on several City projects

Man Con Incorporated

#	Project	Project Value	Client/Owner	Prime/Sub	Project qualifies as similar drainage system work experience	Project qualifies as similar active neighborhood work experience	Project qualifies as similar size/scope work experience	Responsive Reference provide by:	Performance (quality of work, timeliness)	Change Orders	Litigation	Would Hire Again?	Unsolicited notable, volunteered reference comments
1	North County Neighborhood Improvement Project Bid Pack 15	$10,375,412	Broward County W&WW Services	Prime	Yes	Yes	Yes	Yes Pat MacGregor, PE 954-831-0904	Excellent; ahead of schedule	Yes/by Owner	No	Yes	"Top of the line quality"
2	Central Seacrest Corridor Utility Improvements	$8,142,973	City of Boynton Beach	Prime	Yes	Yes	Yes	Yes Chris Roschek, PE 561-742-6413	Excellent; ahead of schedule	Yes/unforeseen conditions	No	Yes	none
3	Boca Heights Infrastructure Improvements	$2,736,382	City of Boca Raton	Prime	Yes	Yes	Yes	No – incorrect phone nmbr Talia Garcia, PE 561-338-7382	---	Yes/by Owner	---	---	---

SCHEDULE OF BID ITEMS
NE 20TH AVENUE STORMWATER WATER MAIN IMPROVEMENTS
BID NO 019-2821-17/TP

Bofam Construction Calculations	Bofam Construction City's Calculations	Coramarca Corp Calculations	Coramarca Corp City's Calculations	Man-Con Inc. Calculations	Man-Con Inc. City's Calculations	FL Engineering & Development Corp Calculations	FL Engineering & Development Corp City's Calculations	B & B Underground Calculations	B & B Underground City's Calculations	Fitsaw Construction LLC Calculations	Fitsaw Construction LLC City's Calculations	Foster Marine Contractors, Inc. Calculations	Foster Marine Contractors, Inc. City's Calculations	Stanford Construction Co Calculations	Stanford Construction Co City's Calculations
$ 43,050.00	$ 43,050.00	$ 31,203.79	$ 31,203.79	$ 39,000.00	$ 39,000.00	$ 32,000.00	$ 32,000.00	$ 35,000.00	$ 35,000.00	$ 32,482.00	$ 32,482.00	$ 57,000.00	$ 57,000.00	$ 53,542.00	$ 53,542.00
$ 21,525.00	$ 21,525.00	$ 8,079.14	$ 8,079.14	$ 13,000.00	$ 13,000.00	$ 48,750.00	$ 48,750.00	$ 6,500.00	$ 6,500.00	$ 1,500.00	$ 1,500.00	$ 10,000.00	$ 10,000.00	$ 3,750.00	$ 3,750.00
$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00
$ 5,227.50	$ 5,227.50	$ 6,500.00	$ 6,500.00	$ 12,500.00	$ 12,500.00	$ 16,800.00	$ 16,800.00	$ 13,000.00	$ 13,000.00	$ 17,155.00	$ 17,155.00	$ 6,500.00	$ 6,500.00	$ 18,810.00	$ 18,810.00
$ 6,442.13	$ 6,444.22	$ 5,028.00	$ 5,028.00	$ 5,447.00	$ 5,447.00	$ 2,933.00	$ 2,933.00	$ 4,399.50	$ 4,399.50	$ 8,799.00	$ 8,799.00	$ 6,285.00	$ 6,285.00	$ 8,817.76	$ 8,815.76
$ 13,622.25	$ 13,622.25	$ 31,010.00	$ 31,010.00	$ 24,808.00	$ 24,808.00	$ 28,352.00	$ 28,352.00	$ 19,935.00	$ 19,935.00	$ 27,808.00	$ 27,808.00	$ 23,036.00	$ 23,036.00	$ 33,490.80	$ 33,490.80
$ 9,225.00	$ 9,079.35 MAX 1.5%	$ 5,000.00	$ 5,000.00	$ 3,510.00	$ 3,510.00	$ 3,550.00	$ 3,550.00	$ 750.00	$ 750.00	$ 9,300.00	$ 9,300.00	$ 1,000.00	$ 1,000.00	$ 6,738.00	$ 6,738.00
$ 17,712.00	$ 18,282.00	$ 5,775.00	$ 5,775.00	$ 6,600.00	$ 6,600.00	$ 4,620.00	$ 4,620.00	$ 6,600.00	$ 6,600.00	$ 6,600.00	$ 6,600.00	$ 3,300.00	$ 3,300.00	$ 9,405.00	$ 9,405.00
$ 2,767.50	$ 2,768.00	$ 600.00	$ 600.00	$ 1,570.00	$ 1,570.00	$ 500.00	$ 500.00	$ 600.00	$ 600.00	$ 4,500.00	$ 4,500.00	$ 500.00	$ 500.00	$ 1,240.00	$ 1,240.00
$ 84,445.65	$ 84,445.65	$ 31,840.00	$ 31,840.00	$ 17,173.70	$ 17,173.70	$ 13,930.00	$ 13,930.00	$ 21,890.00	$ 21,890.00	$ 9,552.00	$ 9,552.00	$ 16,915.00	$ 16,915.00	$ 21,241.26	$ 21,241.26
$ 79,922.33	$ 79,930.55	$ 228,655.00	$ 228,655.00	$ 213,850.00	$ 213,850.00	$ 170,257.50	$ 170,257.50	$ 264,845.00	$ 264,845.00	$ 304,325.00	$ 304,325.00	$ 246,750.00	$ 246,750.00	$ 224,790.00	$ 224,789.25
$ 40,054.95	$ 40,054.95	$ 21,710.00	$ 21,710.00	$ 14,863.00	$ 14,863.00	$ 13,257.00	$ 13,527.00	$ 24,382.00	$ 24,382.00	$ 10,020.00	$ 10,020.00	$ 20,875.00	$ 20,875.00	$ 26,106.00	$ 26,105.44
$ 56,487.75	$ 56,487.75	$ 26,720.00	$ 26,720.00	$ 24,382.00	$ 24,382.00	$ 19,372.00	$ 19,372.00	$ 27,555.00	$ 27,555.00	$ 35,905.00	$ 35,905.00	$ 26,720.00	$ 26,720.00	$ 34,688.00	$ 34,687.57
$ 53,812.50	$ 53,812.50	$ 125,000.00	$ 125,000.00	$ 107,500.00	$ 107,500.00	$ 131,250.00	$ 131,250.00	$ 125,000.00	$ 125,000.00	$ 91,250.00	$ 91,250.00	$ 106,250.00	$ 106,250.00	$ 146,675.00	$ 146,675.00
$ 6,844.95	$ 6,846.54	$ 636.00	$ 636.00	$ 15,900.00	$ 15,900.00	$ 18,603.00	$ 18,603.00	$ 17,490.00	$ 17,490.00	$ 19,716.00	$ 19,716.00	$ 33,390.00	$ 33,390.00	$ 52,470.00	$ 52,470.00
$ 16,912.50	$ 16,912.50	$ 3,300.00	$ 3,300.00	$ 6,292.00	$ 6,292.00	$ 3,300.00	$ 3,300.00	$ 3,850.00	$ 3,850.00	$ 18,150.00	$ 18,150.00	$ 13,200.00	$ 13,200.00	$ 42,405.00	$ 42,405.00
$ 7,995.00	$ 7,995.00	$ 1,700.00	$ 1,700.00	$ 4,940.00	$ 4,940.00	$ 8,350.00	$ 8,350.00	$ 1,760.00	$ 1,760.00	$ 1,000.00	$ 1,000.00	$ 3,000.00	$ 3,000.00	$ 5,680.00	$ 5,680.00
$ 5,535.00	$ 5,535.00	$ 1,500.00	$ 1,500.00	$ 4,855.60	$ 4,855.60	$ 7,880.00	$ 7,880.00	$ 1,960.00	$ 1,960.00	$ 940.00	$ 940.00	$ 3,000.00	$ 3,000.00	$ 5,720.00	$ 5,720.00
$ 9,225.00	$ 9,225.00	$ 2,500.00	$ 2,500.00	$ 936.00	$ 936.00	$ 2,560.00	$ 2,560.00	$ 1,000.00	$ 1,000.00	$ 700.00	$ 700.00	$ 3,000.00	$ 3,000.00	$ 7,900.00	$ 7,900.00
$ 46,740.00	$ 46,740.00	$ 31,920.00	$ 31,920.00	$ 20,489.60	$ 20,489.60	$ 23,438.40	$ 23,438.40	$ 12,768.00	$ 12,768.00	$ 20,672.00	$ 20,672.00	$ 21,280.00	$ 21,280.00	$ 34,352.00	$ 34,352.00
$ 11,070.00	$ 11,070.00	$ 3,800.00	$ 3,800.00	$ 5,070.00	$ 5,070.00	$ 7,640.00	$ 7,640.00	$ 4,800.00	$ 4,800.00	$ 2,840.00	$ 2,840.00	$ 6,400.00	$ 6,400.00	$ 19,840.00	$ 19,840.00
$ 4,428.00	$ 4,428.00	$ 5,000.00	$ 5,000.00	$ 5,932.00	$ 5,932.00	$ 12,200.00	$ 12,200.00	$ 7,200.00	$ 7,200.00	$ 10,000.00	$ 10,000.00	$ 3,000.00	$ 3,000.00	$ 19,492.00	$ 19,492.00
$ 6,457.50	$ 6,457.50	$ 12,950.00	$ 12,950.00	$ 14,434.00	$ 14,434.00	$ 16,471.00	$ 16,471.00	$ 11,200.00	$ 11,200.00	$ 12,950.00	$ 12,950.00	$ 9,100.00	$ 9,100.00	$ 38,297.00	$ 38,297.00
$ 10,762.50	$ 10,762.50	$ 17,500.00	$ 17,500.00	$ 6,139.00	$ 6,139.00	$ 22,575.00	$ 22,575.00	$ 13,300.00	$ 13,300.00	$ 19,250.00	$ 19,250.00	$ 14,000.00	$ 14,000.00	$ 38,297.00	$ 38,297.00
$ 29,916.68	$ 29,932.89	$ 12,972.00	$ 12,972.00	$ 82,696.50	$ 82,696.50	$ 59,022.60	$ 59,022.60	$ 43,780.50	$ 43,780.50	$ 11,350.50	$ 11,350.50	$ 45,402.00	$ 45,402.00	$ 43,780.50	$ 43,780.50
$ 13,154.85	$ 13,155.54	$ 4,140.00	$ 4,140.00	$ 4,036.50	$ 4,036.50	$ 4,319.40	$ 4,319.40	$ 4,140.00	$ 4,140.00	$ 3,588.00	$ 3,588.00	$ 8,280.00	$ 8,280.00	$ 7,486.60	$ 7,486.50
$ 9,630.90	$ 9,631.44	$ 3,240.00	$ 3,240.00	$ 3,159.00	$ 3,159.00	$ 3,520.80	$ 3,520.80	$ 3,240.00	$ 3,240.00	$ 3,456.00	$ 3,456.00	$ 6,480.00	$ 6,480.00	$ 5,718.60	$ 5,718.60
$ 922.50	$ 922.50	$ 1,700.00	$ 1,700.00	$ 877.50	$ 877.50	$ 781.00	$ 781.00	$ 4,000.00	$ 4,000.00	$ 1,300.00	$ 1,300.00	$ 1,600.00	$ 1,600.00	$ 1,650.00	$ 1,650.00
$ 613,914.94	$ 614,369.13	$ 630,003.93	$ 630,003.93	$ 659,986.40	$ 659,986.40	$ 676,257.70	$ 676,527.70	$ 680,970.00	$ 680,970.00	$ 685,133.50	$ 685,133.50	$ 696,288.00	$ 696,288.00	$ 912,407.52	$ 912,403.68
$ 454.19														$ 3.84	

NOTE:

***Schedule of Bid Items ITEM NO 7 - cost adjusted to bring into compliance with (NPDES)**

Attachment A of (Special Conditions) SC01025 1.11.E

1.11.E Contractor shall refer to the Schedule of Bid Items for instructions on the method of calculation for this Pay Item. Any bidder who enters an amount greater than the 1.5% limit for this pay item may be disqualified and the CITY and Consultant may not evaluate their bid proposal. This cost shall be shown on the Schedule of Values.

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

REQUEST FOR BID
NE 20TH AVENUE STORMWATER IMPROVEMENTS PROJECT

BID OPENING DATE: 3/21/2017
BID OPENING TIME: 2:30 P.M.
BID No.: 019-2821-17/TP

"Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late"

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

VENDORS	B & B Underground Construc 4050 Westgate Avenue Suite 110 West Palm Beach, FL 33409 Ph: 561-249-0341 sdecker@bbuconst.com	Bofam Construction Comp Austin Akinrin 1600 NW 3rd Avenue Miami, FL 33136 PH: 754-245-0102 austin@bofaminc.com	Coramarca Corporation 20431 SW 1st Street Pembroke Pines, FL PH: 954-608-8413 ramirez.andres1@coramarac	Fitsaw Construction LLC Heath Ruskin 11110 W. Oakland Park Sunrise, FL 33351 Ph: 754-224-8843 heath@fitsawllc.com	Florida Engineering and Develo Jose Vega 12076 NW 98 Avenue Hialeah Gardens, FL 33018 PH: 305-820-8333 jose@floridaengineering.net	Man-Con Incorporated Guy A Mancini 3460 SW 11th Street Deerfield Beach, FL 3 PH: 954-427-0230 guym@mancon.ws	Foster Marine Contractors R. Howard Wight 3180 Fairlane Farms Roa Wellington, FL 33414 Ph: 561-683-0034 howard@foster-marine.ne	Stanford Construction Co. Andre Abdul 1081 NW 12th Terrace Pompano Beach, FL 33069 PH: 954-783-6922 a.abdul@stanfordee.com
BID FORM	YES	YES	YES	YES	YES	YES	YES	YES
BID PROPOSAL	YES	YES	YES	YES	YES	YES	YES	YES
SCHEDULE OF BID ITEMS	$ 680,970.00	$ 614,369.13 Minor Calculations updated	$ 630,003.93	$ 685,133.50	$ 676,527.70 Minor Calculations Updated	$ 659,986.40	$ 696,288.00	$ 912,403.68 Minor Calculations Updated
CERTIFICATE (FOR PARTNERSHIP) CERTIFICATE (FOR CORPORATI	YES	YES	YES	YES	YES	YES	YES	YES
BID BOND	YES	YES	YES	YES	YES	YES	YES	YES
BID DOCUMENTS SUBMITTALS Original (1) Copy (3)	YES YES	YES YES	YES YES	YES YES	YES YES	YES YES	YES YES	YES YES
CERTIFICATE AS TO CORPORATE PRINCIPAL	YES	YES	YES	YES	YES	YES	YES	YES
CERTIFICATE AND AFFIDAVIT FO	YES	YES	YES	YES	YES	YES	YES	YES
ADDENDA (4)	YES	YES	YES	YES	YES	YES	YES	YES
BIDDER'S ACKNOWLEDGEMENT	YES	YES	YES	YES	YES		YES	YES
BIDDER'S QUALITIFICATIONS ST (References)	YES	YES	YES	YES	YES	YES	YES	YES
BIDDER'S SITE INSPECTION CONFIRMATION	YES	YES	YES	YES	YES	YES	YES	YES/CONTRACTOR DID NOT SIGN
CONFIRMATION OF DRUG-FREE WORKPLACE	YES	YES	YES	YES	YES	YES	YES	YES
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER	YES	YES	YES	YES	YES	YES	YES	YES
ANTI-KICKBACK AFFIDAVIT	YES	YES	YES	YES	YES	YES	YES	YES

REQUEST FOR BID
NE 20TH AVENUE STORMWATER IMPROVEMENTS PROJECT

BID OPENING DATE: 3/21/2017
BID OPENING TIME: 2:30 P.M.
BID No.: 019-2821-17/TP

"Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late"

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

VENDORS	B & B Underground Construc 4050 Westgate Avenue Suite 110 West Palm Beach, FL 33409 Ph: 561-249-0341	Bofam Construction Comp Austin Akinrin 1600 NW 3rd Avenue Miami, FL 33136 PH: 754-245-0102	Coramarca Corporation 20431 SW 1st Street Pembroke Pines, FL PH: 954-608-8413	Fitsaw Construction LLC Heath Ruskin 11110 W. Oakland Park Sunrise, FL 33351 Ph: 754-224-8843	Florida Engineering and Develo Jose Vega 12076 NW 98 Avenue Hialeah Gardens, FL 33018 PH: 305-820-8333	Man-Con Incorporated Guy A Mancini 3460 SW 11th Street Deerfield Beach, FL 3 PH: 954-427-0230	Foster Marine Contractors R. Howard Wight 3180 Fairlane Farms Roa Wellington, FL 33414 Ph: 561-683-0034	Stanford Construction Co. Andre Abdul 1081 NW 12th Terrace Pompano Beach, FL 33069 PH: 954-783-6922
TRENCH SAFETY ACT AFFIDAVIT	YES	YES	YES	YES	YES	YES	YES	YES
SAFETY PROGRAM COMPLIANCE	YES	YES	YES	YES	YES	YES	YES	YES
WARRANTIES	YES	YES	YES	YES	YES	YES	YES	YES
CONFIRMATION OF MINORITY OWNED BUSINESS	YES/NONE	YES/BLACK	YES/HISPANIC	YES/NO	YES/NO	YES/NO	YES/NO	YES/BLACK
SCHEDULE OF SUB-CONTRACTORS	YES/NONE	NO	YES (3)	YES (3)	YES (1)	YES (2)	YES (3)	YES (1)
CHECK OFF LIST	YES	YES	YES	YES	YES	YES	YES	YES
PALM BEACH COUNTY INSPECTOR GENERAL ACKNOWLEDGEMENT	YES	YES	YES	YES	YES	YES	YES	YES
STATEMENT OF NO BID	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
LIST OF COMPLETE PROJECTS	YES	NO	NO	NO	NO	NO	NO	NO
RESUMES	YES	YES	YES	YES	YES	YES	YES	NO
SAFETY POLICY	YES	NO	NO	YES	NO	YES	YES	NO
PROJECT SCHEDULE	YES	NO	NO	YES	YES	YES	YES	NO
EMPLOYEE QUALIFICATIONS	NO	NO	YES	YES	YES	YES	YES	NO
LIST OF EQUIPMENT	NO			NO	YES	YES	YES	NO
STATE OF FL - BUSINESS LICENS	NO	YES	YES	YES	YES	YES	YES	YES
LIABILITY INSURANCE	NO	NO	YES	YES	YES	YES	NO	NO
WORKERS' COMP CERTIFICATE	NO	NO	YES	YES	NO	NO	NO	NO
BUSINESS TAX	NO	NO	NO	NO	YES	YES	YES	NO
BANK REFERENCES	NO	NO	NO	NO	YES	NO	NO	NO
COMMENTS: Attachment A of (Special Conditions) SC01025 1.11.E 1.11.E 2. Contractor shall refer to the Schedule of Bid Items for instructions on the method of calculation for this Pay Item. Any bidder who enters an amount greater than the 1.5% limit for this pay item may be disqualified and the CITY and Consultant may not evaluate their bid proposal. This cost shall be shown on the Schedule of Values.								

CHECK OFF LIST FOR CONSTRUCTION PROJECTS
REQUIRED SUBMITTAL FORMS AND DOCUMENTS

Copies

NAME OF PROJECT:	**NE 20TH AVENUE STORMWATER IMPROVEMENT**
BID NO.: 019-2821-17/TP	
NAME OF CONTRACTOR:	BOFAM CONSTRUCTION CO, INC
CONTRACTOR'S SIGNATURE:	
NAME/TITLE – PLEASE PRINT:	OBOCARFA ON AUSTIN AKINRIN
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**
BIDDER ACKNOWLEDGEMENT	BA-1	✓		
CHECK OFF LIST FOR CONSTRUCTION PROJECTS	COL-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-4	✓		
STATEMENT OF BIDDER'S QUALIFICATIONS & ATTACHMENTS	SBQ-1 – SBQ-6	✓		
Additional sheets for any items as needed	Insert	✓		
Evidence of possession of required licenses.	Insert	✓		
Resumes	Insert	✓		
FORM/ATTACHMENT DESCRIPTION	**PAGE NO.**	**YES**	**NO**	**N/A**
BIDDER'S SITE INSPECTION CONFIRMATION	BSI-1	✓		
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER	NCA-1	✓		
ANTI-KICKBACK AFFIDAVIT	AKA-1	✓		
CONFIRMATION OF MINORITY OWNED BUSINESS	MOB-1	✓		
Verification if applicable	Insert			
CONFIRMATION OF DRUG-FREE WORKPLACE	DFW-1	✓		
SAFETY PROGRAM COMPLIANCE	SPC-1	✓		
Current Safety Program Attachment per SPC-1	*Insert*			
SCHEDULE OF SUBCONTRACTORS	SSC/MBE-1	✓		
STATEMENT OF NO BID (if applicable)	NB-1			
COMPUTER GENERATED HORIZONTAL BAR CHART – PROJECT SCHEDULE	Insert			
COPIES OF COMPLETE SUBMITTAL – **Original/3 copies** Required.	Insert	✓		

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

BID FORM

BID No: 019-2821-17TP

PROJECT NAME: NE 20TH AVENUE STORMWATER IMPROVEMENTS

The City of Boynton Beach is seeking the services of a qualified Contractor to furnish, install and provide all labor to complete the City's project known as NE 20TH AVENUE STORMWATER IMPROVEMENTS.

The scope of work includes but is not limited to. The project is generally bounded by Gateway Boulevard to the north, NE 2nd Street to the east, 20th Avenue NE to the south, and NE 1st Court to the west. Major work items for the project include the construction of approximately 1,850 linear feet (LF) of new exfiltration trench and drainage pipe, 25 drainage structures, 3,100 LF of roadside swales and 304 LF of sanitary pipe replacement. Ancillary items associated with the construction of the stormwater management system include but are not limited to sanitary and water service line adjustments, sanitary and water main replacements at crossings, driveway replacements, curbing, roadway restoration at trench locations and erosion control measures.

Submit One (1) Original and three (3) copies of this form to
City of Boynton Beach, Florida, Procurement Services Division,
100 E. Boynton Beach Boulevard, Boynton Beach, Florida 33435

Submitted By: BOFAM CONSTRUCTION CO, INC Date: 3/21/2017
(BIDDER)

To furnish and deliver all materials and to do and perform all WORK in accordance with the Bid Documents, as follows:

In order to be considered for this project, **the Bidder must** have successfully completed a minimum of three (3) projects of similar scope and complexity over the past five (5) years, in the State of Florida, and must be able to document the required experience upon request.

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

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Contract with the CITY to perform and furnish all WORK as specified herein for the Contract Price and within the Contract Period indicated in this Bid.

2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the necessary documents required by the CITY within ten (10) days after the date of CITY's Award Letter.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that

   a. BIDDER has examined the Bid Documents, including the following addenda:

Number	Date	Number	Date
1	2/1/2017	4	3/16/2017
2	2/22/2017		
3	3/1/2017		

   Receipt of all of which is hereby acknowledged;

   b. BIDDER has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the WORK.

   c. BIDDER has given the CITY written notice of all conflicts, errors or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the CITY is acceptable to BIDDER.

4. BIDDER proposes to furnish the WORK in conformity with the drawings and specifications and at the lump sum listed below. The Bid Prices quoted have been checked and certified to be correct. Such Bid Prices are fixed and firm and shall be paid to BIDDER for the successful completion of its obligation as specified in the Bid Documents.

[Remainder of this page left blank intentionally]

NE 20TH AVENUE STORMWATER IMPROVEMENT

BID No. 019-2821-17/TP

SCHEDULE OF BID ITEMS

ITEM NO	SC01025 Section	DESCRIPTION	EST QTY	UNIT	UNIT COST	VALUE
GENERAL CONDITIONS						
1	1.11.B1-2	Mobilization/Demobilization, Bonds, Insurance, Trench Safety for OSHA Compliance, and General Requirements. Contractor shall be limited to a maximum of six percent **(9%)** of the total bid price.	1	LS	$43,050	$ 43,050.00
2	1.11.B.3	Contractor to develop and implement, Maintenance of Traffic (MOT) plan.	1	LS	$21,525	$ 21,525.00
3	1.11.B.4	Indemnification	1	LS	$ 25.00	$ 25.00
4	1.11.C	As-built Record Drawings	1	LS	$5,227.50	$ 5,227.50
5	1.11.D.1	Driveway Apron - Concrete Removal	419	SY	$ 15.38	$ 6,442.13
6	1.11.D.2	Driveway Apron - Concrete Restoration	443	SY	$30.75	$ 13,622.25

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ITEM NO	SC01025 Section	DESCRIPTION	EST QTY	UNIT	UNIT COST	VALUE
7	1.11.E	National Pollutant Discharge Elimination System Permit (NPDES) compliance. Contractor shall be limited to a maximum of **(1.5%)** of the total bid price.	1	LS	$ 9,225	$ 9,225.00
8	1.11.F	Silt Fence - Furnish, install, and maintain silt fence along the construction corridor	3,300	LF	$ 5.54	$ 17,712.00
9	1.11.G	Furnish and Install Sod	100	SY	$ 27.68	$ 2,767.50
10	1.11.H.1	Furnish and Install 24-inch Smooth Walled (Type S) HDPE Pipe, Fittings, Trench Shoring and Appurtenances associated with the pipe to Deliver a Functioning Stormwater System	199	LF	$ 424.35	$ 84,445.65
11	1.11.H.2	Furnish and Install Exfiltration Trenches including 24-inch Smooth Walled Perforated (Type SP) HDPE Drain Pipe, #57 Stone, Geotextile, Fittings, End Plugs, Trench Shoring and Appurtenances associated with the Exfiltration Trench to Deliver a Functioning Stormwater System.	1,645	LF	$ 48.59	$ 79,922.33
12	1.11.H.3	Furnish and Install 24-inch Class 3 RCP, Fittings, Trench Shoring and Appurtenances associated with the pipe to Deliver a Functioning Stormwater System	167	LF	$ 239.85	$ 40,054.95
13	1.11.H.4	Furnish and Install Exfiltration Trenches including 24-inch Class 3 Slotted RCP Drain Pipe, #57 Stone, Geotextile, Fittings, End Plugs, Trench Shoring and Appurtenances associated with the Exfiltration Trench to Deliver a Functioning Stormwater System.	167	LF	$ 338.25	$ 56,487.75

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ITEM NO	SC01025 Section	DESCRIPTION	EST QTY	UNIT	UNIT COST	VALUE
14	1.11.I	Furnish and Install FDOT Type "E" Inlets including all Grates, Appurtenances, and Restoration.	25	EA	$2,152.50	$ 53,812.50
15	1.11.J	Open Cut Pavement Repair	318	LF	$21.53	$ 6,844.95
16	1.11.K	Water Service Line Adjustment	11	EA	$1,537.50	$ 16,912.50
17	1.11.L.1	6" Ductile Iron Water Main Pipe	20	LF	$399.25	$ 7,995.00
18	1.11.L.2	4" Ductile Iron Water Main Pipe	20	LF	$276.75	$ 5,535.00
19	1.11.M	Removal and Disposal of Asbestos Cement Pipe at Crossings In Compliance With FDEP Requirements	2	EA	$4612.50	$ 9,225.00
20	1.11.N	Furnish and Install 10-inch C-900 PVC Pipe for Gravity Sanitary Sewer	304	LF	$153.75	$ 46,740.00
21	1.11.O	Furnish and Install 8-inch Ductile Iron Pipe for Gravity Sanitary Sewer	40	LF	$276.75	$ 11,070.00
22	1.11.P	Reconnect New 10-inch C-900 PVC Sanitary Main to Existing Manholes	4	EA	$1,107.00	$ 4,428.00
23	1.11.Q	Reinstate Sanitary Sewer Lateral on Replaced 10" Sanitary Lane	7	EA	$922.50	$ 6,457.50

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ITEM NO	SC01025 Section	DESCRIPTION	EST QTY	UNIT	UNIT COST	VALUE
24	1.11.R	Furnish and install replacement pipe for sewer laterals in conflict with Exfiltration Envelope. This shall include replacement of existing pipe with C-900 PVC, couplings, adjustment of filter fabric, all restoration, and all other work required to seal the exfiltration envelope around the new lateral pipe section.	7	EA	$1,537.50	$ 10,762.50
25	1.11.S	Swale excavation, Grading and Sodding	3,243	LF	$ 9.23	$ 29,916.68
26	1.11.T.1	Furnish and install FDOT Type F Curb	138	LF	$ 95.33	$ 13,154.85
27	1.11.T.2	Furnish and install Valley Gutter	108	LF	$ 89.18	$ 9,630.90
28	1.11.U	Furnish and install Concrete Flume	2	EA	$ 461.25	$ 922.50
		TOTAL BID PRICE, INDEMNIFICATION (In Numbers)				$ 613,914.93

TOTAL BID PRICE, INDEMNIFICATION (In Words): SIX HUNDRED THIRTEEN THOUSAND, NINE HUNDRED FOURTEEN & NINETY THREE CENT

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

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

ACKNOWLEDGEMENT OF ADDENDUM NO.1

"NE 20TH AVENUE STORMWATER IMPROVEMENTS"

BID NO.: 019-2821-17/TP

ADDENDUM NO. 1

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

AUSTIN AKINRIN — PRINT NAME OF REPRESENTATIVE

SIGNATURE OF REPRESENTATIVE

BOFAM CONSTRUCTION CO, INC — COMPANY NAME

3/21/2017 — DATE

The City of Boynton Beach

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

ACKNOWLEDGEMENT OF ADDENDUM No. 3

"NE 20TH AVENUE STORMWATER IMPROVEMENTS IMPROVEMENT"

BID No.: 019-2821-17/TP

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

AUSTIN AKINRIN	
PRINT NAME OF REPRESENTATIVE	**SIGNATURE OF REPRESENTATIVE**
BOFAM CONSTRUCTION CO, INC	3/21/2017
NAME OF COMPANY	**DATE**

The City of Boynton Beach

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

ACKNOWLEDGEMENT OF ADDENDUM No. 4

"NE 20TH AVENUE STORMWATER IMPROVEMENTS IMPROVEMENT"

BID No.: 019-2821-17/TP

RESPONDENT MUST SIGN, DATE AND INCLUDE THIS "ACKNOWLEDGEMENT OF ADDENDUM NO. 4 WITH BID PACKAGE IN ORDER FOR SUBMITTAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

AUSTIN AKINREN
PRINT NAME OF REPRESENTATIVE

SIGNATURE OF REPRESENTATIVE

BOFAN CONSTRUCTION CO, INC
NAME OF COMPANY

3/28/2017
DATE

5. BIDDER agrees that the WORK will be substantially completed within **120** consecutive calendar days after the receipt of the Notice to Proceed and final completion will occur within **_30__** consecutive calendar days after the Notice of Substantial Completion.

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

7. Communications concerning this Bid shall be as follows:

Contact Person AUSTIN AKINRIN
Business Address 1600 NW 3RD AVENUE
City, State, Zip Code MIAMI, FL 33136
Business Phone Number (754) 245-0102
Email Address AUSTIN@BOFAMINC.COM
Cell Phone Number

8. Other pertinent information is as follows:

License Number (Please Attach Copy) CGC062660
Federal Tax ID# 03-0470614
Federal Employment ID # 03-0470614

Submitted on this 24th day of MARCH, 2017.

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

Signature of BIDDER
By GBOLAHAN AUSTIN AKINRIN

b. (If a corporation)

(Affix Seal)

BOFAM CONSTRUCTION COMPANY, INC. CORPORATE SEAL 2002 FLORIDA

Signature of BIDDER
By SECRETARY.

Attested by Secretary

Incorporated under the laws of the State of FLORIDA.

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELIGIBLE FOR AWARD.

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

A D D E N D A

CITY OF BOYNTON BEACH
FLORIDA

BID TITLE: **NE 20th Stormwater Improvement**
BID NO.: 019-2821-17/TP
BIDDER: PEFAN CONSTRUCTION CO, INC
DATE SUBMITTED: 3/21/2017

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: CITY OF BOYNTON BEACH

_____

and having examined the project site (when indicated in these specifications to do so), we propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM NO.	DATE	ADDENDUM NO.	DATE
1	2/1/2017	4	3/10/2017
2	2/22/2017		
3	3/1/2017		

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

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

BIDDER'S QUALIFICATIONS STATEMENT

BIDDER shall furnish the following information. All questions to be answered in full, without exception. If copies of other documents will provide the appropriate answer to the question, they may be attached and clearly labeled. Failure to comply with this requirement will render Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

1. BIDDER'S Name, Principal Address, Phone and Fax Number:

   BOFAM CONSTRUCTION CO, INC
   1600 NW 3RD AVENUE, MIAMI FL 33136
   (754) 245-0102
   (305) 675-9269

2. Number of years as a Contractor in this type of work: 14 YEARS.

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

   MELVIN MORGAN, PM
   PATRICK UJONWUDU OPERATOR
   WILLIAM PERRY, FLAGMAN

4. The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☑

5. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract: LEXON INSURANCE COMPANY (305) 552-5415
   10131 SW 40TH STREET, MIAMI FL 33174
   ODALIS CABRERA (305) 552-5414

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

   BETHEL EVANGELICAL BAPTIST CHURCH — SITE IMPROVEMENT.

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

   NO

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8. Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

YES

9. List CM's or GC's your company has worked for within the past three years. (List 2 other than those shown below)

CM/GC No. 1 STANFORD CONSTRUCT Contact Person: ANDRE ABDUL Tel: (954) 319-5151 Fax:

CM/GC No. 2 ACME ORGANIZATION Contact Person: FRANK ABETU. Tel: (305) 206-7698 Fax:

10. List three (3) SIGNIFICANT PROJECTS completed within the past five years.

Project No. 1 BETHEL CHURCH Location: FT. LAUDERDALE Your $ Subcontract Amount: $ 420,000 Date Completed: IN-PROGRESS

Contracting Agency: BETHEL CHURCH Contact Person: PASTOR HENRY JULES Tel: (954) 470-4331 Fax: (954) 523-2234

Project No. 2 STATION #29 SITE DEVELOPMT. Location: MIAMI Your $ Subcontract Amount: $ 375,000 Date Completed: IN-PROGRESS

Contracting Agency: MIAMI DADE FIRE RESCUE Contact Person: MARGARITA GARCES Tel: (786) 331-4558 Fax:

Project No. 3 FIU DRAINAGE Location: MIAMI Your $ Subcontract Amount: $ 680,000 Date Completed: 2015

Contracting Agency: STANFORD CONSTRUCTION Contact Person: ANDRE ABDUL Tel: (954) 319-5151 Fax:

11. List three (3) SIGNIFICANT PROJECTS currently under construction.

Project No. 1 HICKMAN SITE IMPROVEMENT Location: MIAMI Your $ Subcontract Amount: $ 253,000 Date Completed: 2014

Contracting Agency: MIAMI DADE COUNTY-ISD Contact Person: MARC LEFRANCE Tel: (305) 375-1197 Fax:

Project No. 2 WATER MAIN & DRAINAGE Location: MIAMI Your $ Subcontract Amount: $ 285,000 Date Completed: 2015

Contracting Agency: PINNACLE CONSTRUCTION Contact Person: BILL Tel: (954) 818-1471 Fax:

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Project No. 3	SITEWORK & DRAINAGE	Location:	CORAL SPRINGS	Your $ Subcontract Amount:	$ 270,000	Date Completed:	2016
Contracting Agency:	PRIMUS CONSTRUCTION	Contact Person:	RALPH JINADU	Tel: Fax:	(954) 817-2132		

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

MELVIN MORGAN JR — PROJECT MANAGER
AUSTIN AKINRIN — SUPERINTENDENT.
LARRY FILMORE — EQUIPMENT OPERATOR.

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

GBOLAHAN AUSTIN-AKINRIN — CGC

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

NONE

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

LOADER, TAKEUCHI
JOHN DEERE, BACKHOE.

16. What equipment will you purchase for the proposed WORK?

STREET SWEEPER & WATER TRUCK

17. What equipment will you rent for the proposed WORK?

EXCAVATOR.

18. Has the Bidder or any principals of the Firm failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? If yes, please explain below:

NONE

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19. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each petition.

NONE

20. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

NONE

21. Is the Bidder currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify in details the circumstances and prospects for resolution.

NONE

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

J.P MORGAN CHASE. MANAGER —(1800) 788-7000

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

		Revenue Index Number
a.	Government Related Work	500,000
b.	Non-Governmental Related Work	750,000
	Total Work (a +b):	1,250,000

Services Revenue Index Number

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

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24. Principal Materials Manufacturer and Subcontractors. The BIDDER who proposes to perform WORK specified and shown on the Drawings is submitting this Bid Form. The Schedule of Bid Prices shown on the preceding pages(s) has been calculated and tabulated using basic material prices. The following is a list of material manufacturers and subcontractors whose materials and services such BIDDER proposes to furnish and utilize if awarded a CONTRACT for the WORK specified herein and shown on the Plans. It is understood that the following list is not complete, but includes the names of manufacturers of the principal components and subcontractors supplying principal services to such project. It is also understood that if awarded a Contract, the BIDDER will furnish the materials of the manufacturers and utilize the services of the subcontractors stated herein and that if for any reason whatsoever BIDDER wishes to substitute materials or subcontractors BIDDER shall request permission in writing from the CITY stating fully the reason for making such a request prior to ordering same.

All manufacturers or their authorized vendors have been made aware of all the appropriate portions of the Bid Documents and agree that their materials will meet all of the requirements stated therein and deliveries will be scheduled so as not to impede the progress of the WORK.

Materials:

Item	Manufacturer
PIPES (HDPE)	ADS PIPES
CATCH BASINS	US FOUNDRY
APPURTENANCES	FERGUSON
FASTNERS	A & B SUPPLY

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The BIDDER acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by CITY in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the CITY and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the CITY and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

By _____
(Signature)

Date 3/21/2017

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CONFIRMATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

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TRENCH SAFETY ACT
AFFIDAVIT

On October 1, 1990, House Bill 3183, known as the Trench Safety Act became law. This incorporates the Occupational Safety & Health Administration (OSHA) revised excavation safety standards, citation 29 CFR.S.1926.650, as Florida's own standards.

The Proposer, by virtue of its signature below, affirms that it is aware of this Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Contractor and its subcontractors.

The proposer is also obligated to identify its anticipated method and cost of compliance with the applicable trench safety standards.

PROPOSER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT (90-96 LAWS OF FLORIDA). THESE ITEMS ARE A BREAKOUT OF THE RESPECTIVE ITEMS INVOLVING TRENCHING AND WILL NOT BE PAID SEPARATELY. THEY ARE NOT TO BE CONFUSED WITH BID ITEMS IN THE SCHEDULE OF PRICES, NOR BE CONSIDERED ADDITIONAL WORK.

IN ORDER TO BE CONSIDERED RESPONSIVE, THE PROPOSERS MUST COMPLETE* THIS FORM, I.E. IDENTIFY THE COSTS AND METHODS SUMMARIZED BELOW, SIGN AND SUBMIT IT WITH THEIR BID DOCUMENTS.

BOFAM CONSTRUCTION CO, INC

Name of Proposer

Authorized Signature of Proposer

*COMPLETION REQUIRES PROPOSERS TO FILL IN THE APPROPRIATE DETAILS UNDER THE FOLLOWING HEADINGS:

Description	Unit	Quantity	Unit Price	Extended Price	Method
TRENCH BOX	LS	1	2500	2500	

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SAFETY PROGRAM COMPLIANCE

Safety is a high priority in the conducting of business in the City of Boynton Beach. Preference shall be given to contractors with an established safety program following O.S.H.A. guidelines, and documented results establishing a safe working environment.

1. Bidder shall provide a copy of the Safety Program(s) to be in effect for the duration of the Contract (attach to the back of this form).

2. The City reserves the right to conduct periodic safety inspections of the contractor, subcontractor, employees, agents, etc. throughout the duration of the Contract.

3. The City reserves the right to terminate the Contract where it is determined that the contractor or subcontractor is in non-compliance of the safety terms, regulations or requirements established by O.S.H.A. or the State.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

AUTHORIZED SIGNATURE

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WARRANTIES

In consideration of, and to induce the Award of **THE CITY OF BOYNTON BEACH, FLORIDA,** Construction Contract described in these Bid Documents, the Contractor represents and warrants to the City of Boynton Beach, Florida:

1. The Contractor is financially solvent and sufficiently experienced and competent to perform all of the work required of the Contractor in the Construction Contract; and

2. That the facts stated in the Contractor's Bid and information given the Contractor pursuant to the request or proposal for Bids, instructions to Contractors and Specifications are true and correct in all respects; and

3. That the Contractor has read and complied with all of the requirements set forth in the request for Bids, instructions to Contractors and Specifications; and

4. That the Contractor warrants all materials supplied by it under the terms of the Construction Contract are delivered to the City of Boynton Beach, Florida, free from any security interest, and other lien, and that the Contractor is a lawful owner having the right to sell the same and will defend the conveyance to the City of Boynton Beach, Florida, against all persons claiming the whole or any part thereof; and

5. That the materials supplied to the City of Boynton Beach, Florida, under the Construction Contract are free from the rightful claims of any persons whomsoever, by way of patent or trademark infringement or the like; and

6. That the materials supplied under the Construction Contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and

7. That the materials supplied under the Construction Contract are free from defects in materials and workmanship under normal use and service and that any such materials found to be defective shall be replaced by the Contractor as per the attached Warranty.

8. That the materials supplied pursuant to the Construction Contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the material will continue to be fit for such purposes for the warranty period after delivery, provided that the City shall give the Contractor notice that the materials failed to fulfill the warranty; such notice shall state in what respect the materials have failed to fulfill the warranty, where upon the Contractor shall be allowed a reasonable time after receipt of such notice to correct the defect and the City agrees to cooperate in this regard. If the materials cannot be made to fulfill the Contract within *the warranty period the Contractor will either furnish duplicate materials, or at its option refund the* amount paid, which shall constitute a settlement in full for all damages occasioned by reason at this warranty of fitness; and

9. That this Warranty is included in exposures for which the Contractor has products liability and completed operations insurance, in minimum amounts of One Hundred Thousand ($100,000.00) Dollars for property damage and Three Hundred Thousand ($300,000.00) Dollars for personal injury as shown on the Certificates of such Insurance attached hereto, and the Contractor agrees to keep such insurance coverage during the period of this Warranty; and

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10. That it is an express condition of this Warranty that the item(s) hereby warranted shall be operated and maintained by the City in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the Contractor, and in accordance with the Contractor's recommendations, a copy of which has either been supplied to the City of Boynton Beach should maintain complete and accurate records made at the time of performance of maintenance showing compliance with such instructions, and by acceptance of this Warranty, the City of Boynton Beach, Florida, agrees to present such records to the Contractor upon request in the event of a claim hereunder by the City;

11. The foregoing Warranties apply as a minimum and are supplemental to other Warranties offered. They are not substituted, but in addition to, any other Warranties offered; and

12. That it is agreed and understood by the Contractor that the City of Boynton Beach, Florida, is induced to enter the Construction Contract in reliance upon this Warranty.

SIGNED, sealed and delivered on this 24th day of March, 2017.

(SEAL)

BOFAM CONSTRUCTION COMPANY, INC. CORPORATE SEAL 2002 FLORIDA

CONTRACTOR: _____

By _____

ATTEST:

_____

Secretary

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PALM BEACH COUNTY INSPECTOR GENERAL ACKNOWLEDGMENT

BID NO.: 019-2821-17/TP

BID TITLE: NE 20TH AVENUE STORMWATER IMPROVEMENT

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.

BOFAM CONSTRUCTION CO, INC
CONTRACTOR NAME

By GEOGHAN AUSTIN AKINSRIN

Title: PRESIDENT

Date: 3/21/2017

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CERTIFICATE
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of BOFAM CONSTRUCTION CO, a corporation under the laws of the State of FLORIDA held on JUNE, 2002, the following resolution was duly passed and adopted:

"RESOLVED, that GBOLAHAN A AKINRIN as PRESIDENT of the Corporation, is hereby authorized to execute the Bid Form dated JUNE, 2002, between the City of Boynton Beach, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that such resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of March, 2017.

Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

Sworn to and subscribed before me on this 21st day of March, 2017 by Gbolahan Akinrin who ☐ is personally known to me or who ☐ has presented the following type of identification: _____.

VALERIE BROWN
MY COMMISSION #FF032539
EXPIRES July 1, 2017
(407) 398-0153 FloridaNotaryService.com

Signature of Notary Public, State of Florida

Valerie Brown

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

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ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

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

By: _____
NAME - SIGNATURE

Sworn and subscribed before me
this 21st day of March, 2017

Printed Information:

CHOLAHAN AUSTIN AKINRIN
NAME

PRESIDENT
TITLE

_____
NOTARY PUBLIC, State of Florida
at Large

BOTAM CONSTRUCTION CO, INC
COMPANY

VALERIE BROWN
MY COMMISSION #FF032539
EXPIRES July 1, 2017
(407) 398-0153 FloridaNotaryService.com

"OFFICIAL NOTARY SEAL" STAMP

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NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of FLORIDA)
:
County of PALM BEACH)

GBOLAHAN AUSTIN AKINRIN, being first duly sworn, deposes and says that:

1) He is PRESIDEN (Title) of BOFAM CONSTRUCTION CO, INC (Name of Corporation or Firm) the bidder that has submitted the attached bid: NE 20TH AVENUE STORMWATER IMPROVEMENTS.

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

3) Such bid is genuine and is not a collusive or sham bid;

4) Further, such bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) [signature]

(Title) PRESIDENT

Subscribed and sworn to before me

This 21st day of March, 2017

My commission expires July 1, 2017

[signature]

VALERIE BROWN
MY COMMISSION #FF032539
EXPIRES July 1, 2017
(407) 398-0153 FloridaNotaryService.com

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

AKINRIN, GBOLAHAN AUSTIN
BOFAM CONSTRUCTION COMPANY INC
4576 EMERALD VISTA
K 2011
LAKE WORTH FL 33461

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC062660 ISSUED 05/08/2016

CERTIFIED GENERAL CONTRACTOR
AKINRIN, GBOLAHAN AUSTIN
BOFAM CONSTRUCTION COMPANY INC

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1605080001190

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC062660	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

AKINRIN, GBOLAHAN AUSTIN
BOFAM CONSTRUCTION COMPANY INC
4576 EMERALD VISTA
#K2011
LAKE WORTH FL 33461

ISSUED: 05/08/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1605080001190

Bond# LX297961

BID BOND

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS, that **Bofam Construction Company, Inc.** as Principal, and **Lexon 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 **Thirty Thousand &00/100**---------- Dollars ($ **30,000.00**) 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 **March 21**, 20 **17**, for:

(NE 20TH Avenue Stormwater Improvement)

NOW THEREFORE,

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

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

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this **20th** day of **March**, 20 **17**, 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:

Bofam Construction Company, Inc.
Name of Firm

BOFAM CONSTRUCTION COMPANY, INC. CORPORATE SEAL 2002 FLORIDA

WITNESS:

BOFAM CONSTRUCTION COMPANY, INC. CORPORATE SEAL 2002 FLORIDA

Signature of Authorized Officer (affixed seal)

Gbolahan A. Akinrin, President
Title

1600 NW 3rd Ave., Bldg. D4
Business Address

Miami, FL
City and State

SURETY:

Lexon Insurance Company
Corporate Surety

WITNESS:

Attorney-in-Fact (affix seal)
Burton Harris, Attorney-in-Fact & Fla. Resident Agent# A111883

10131 S.W. 40th St.
Business Address

Miami, FL
City and State

Security Bond Associates, Inc.
Name of Local Insurance Agency

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Austin Akmm, certify that I am the Secretary of the Corporation named as Principal in the within bond; that **Bofam Construction Company, Inc.** who signed the such Bid Bond on behalf of the Principal, was then Secretary of such Corporation; that I know his signature, and his signature hereto is genuine; and that such bond was duly signed, sealed, and attested for and in behalf of such Corporation by authority of its governing body.

BOFAM CONSTRUCTION COMPANY, INC. CORPORATE SEAL 2002 FLORIDA

Secretary (corporate seal)

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

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

Notary Public State of Florida
Jessica Calderon
My Commission GG 073382
Expires 02/15/2021

CERTIFICATE AND AFFIDAVIT FOR BONDS

TO: CITY OF BOYNTON BEACH COMMISSIONERS

RE: Bid Number: 019-2821-17/TP

Bidder: Bofam Construction Company, Inc.

Name:

Address: 1600 NW 3rd Ave., Bldg. D4

City/ State: Miami, FL ZIP: 33136

Phone: (754)245- 0102

Bond Amount: $30,000.00

SURETY BOND COMPANY:

Name: Burton Harris

Address: 10131 S.W. 40St.

City/ State: Miami, FL ZIP: 33165

Phone: 1-800-780-5414

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

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

March 20, 2017
Date

Agent and Attorney-in-Fact
Burton Harris, Attorney-In-Fact
& Fla. Resident Agent# A111883

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Burton Harris, Christine Harris, Marina Ramil, Odalis Cabrera its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $2,500,000.00, Two Million Five Hundred Thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.

LEXON INSURANCE COMPANY

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1959 STATE OF TEXAS

BY _____
David E. Campbell
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

AMY TAYLOR STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-19

BY _____
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 20th Day of March, 2017.

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1959 STATE OF TEXAS

BY _____
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

Bid No. 019-2821-17/TP for Construction of the NE 20th Avenue Stormwater Improvements

Bid Item	General Description	Est Qty	Unit	Bofam Construction Company, Inc.		Budget						
				unit cost	total	Storm	Sewer	Storm Items Cost	Sewer Items Cost	Share Storm Items Cost	Share Sewer Items Cost	
1	Mobe, Demobe, Bonds, etc	1	LS	$ 43,050.00	$ 43,050.00					$ 37,453.50	$ 5,596.50	
2	MOT Plan	1	LS	$ 21,525.00	$ 21,525.00					$ 18,726.75	$ 2,798.25	
3	Indemnification	1	LS	$ 25.00	$ 25.00					$ 21.75	$ 3.25	
4	Record Drawings	1	LS	$ 5,227.50	$ 5,227.50					$ 4,547.93	$ 679.58	
5	Driveway Apron - Removal	419	SY	$ 15.38	$ 6,444.22	X		$ 6,444.22				
6	Driveway Apron - Restore	443	SY	$ 30.75	$ 13,622.25	X		$ 13,622.25				
7	NPDES Permit, Inspections and Reporting	1	LS	$ 9,079.35	$ 9,079.35	X		$ 9,079.35				
8	Staked Silt Fence	3300	LF	$ 5.54	$ 18,282.00					$ 15,905.34	$ 2,376.66	
9	Sod	100	SY	$ 27.68	$ 2,768.00	X		$ 2,768.00				
10	24" Diameter Smooth Walled (Type S) HDPE	199	LF	$ 424.35	$ 84,445.65	X		$ 84,445.65				
11	24" Diameter Smooth Walled Perf (Type SP)	1645	LF	$ 48.59	$ 79,930.55	X		$ 79,930.55				
12	24" Diameter Class 3 RCP	167	LF	$ 239.85	$ 40,054.95	X		$ 40,054.95				
13	24" Diameter Class 3 RCP with Exfil Trench	167	LF	$ 338.25	$ 56,487.75	X		$ 56,487.75				
14	Type E Ditch Bottom Inlet	25	EA	$ 2,152.50	$ 53,812.50	X		$ 53,812.50				
15	Open Cut Pavement Repair	318	LF	$ 21.53	$ 6,846.54					$ 5,956.49	$ 890.05	
16	Water Service Line Adjustment	11	EA	$ 1,537.50	$ 16,912.50	X		$ 16,912.50				
17	6" Ductile Iron Water Main Pipe	20	LF	$ 399.75	$ 7,995.00	X		$ 7,995.00				
18	4" Ductile Iron Water Main Pipe	20	LF	$ 276.75	$ 5,535.00	X		$ 5,535.00				
19	Removal and Disposal of AC Pipe	2	EA	$ 4,612.50	$ 9,225.00	X		$ 9,225.00				
20	10" Diameter C-900 PVC Sanitary Pipe	304	LF	$ 153.75	$ 46,740.00		X		$ 46,740.00			
21	8" Ductile Iron Sanitary Pipe	40	LF	$ 276.75	$ 11,070.00		X		$ 11,070.00			
22	Reconnect New 10" Diameter Sanitary Main	4	EA	$ 1,107.00	$ 4,428.00		X		$ 4,428.00			
23	Replacement Pipe for Sewer Laterals (Sanitary)	7	EA	$ 922.50	$ 6,457.50		X		$ 6,457.50			
24	Replacement Pipe for Sewer Laterals (Exfil)	7	EA	$ 1,537.50	$ 10,762.50	X		$ 10,762.50				
25	Swale Excavation and Grading	3243	LF	$ 9.23	$ 29,932.89	X		$ 29,932.89				
26	Type F Curb	138	LF	$ 95.33	$ 13,155.54	X		$ 13,155.54				
27	Valley Gutter	108	LF	$ 89.18	$ 9,631.44	X		$ 9,631.44				
28	Concrete Flume	2	EA	$ 461.25	$ 922.50	X		$ 922.50				
	Total							**$ 450,717.59**	**$ 68,695.50**	**$ 82,611.75**	**$ 12,344.29**	**$ 614,369.13**
	Percentaje							**87%**	**13%**	**87%**	**13%**	
	Base Bid Tabulation				**$ 614,369.13**							

	Storm Cost	Sewer Cost	
Total Project Storm	**$ 533,329.34**		
Total Project Sewer		**$ 81,039.79**	
Project Total			**$ 614,369.13**
10% Contingency: $61,436.91	**$ 53,450.11**	**$ 7,986.80**	**$ 61,436.91**
Project + Contingency	**$ 586,779.45**	**$ 89,026.59**	**$ 675,806.04**

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/16/2017

REQUESTED ACTION BY COMMISSION:
PROPOSED RESOLUTION NO. R17-048 - Award to the lowest pre-qualified bidder, (based on RFQ # 057-2821-16/TP) Insituform Technologies, LLC., as determined by review of bids submitted on April 10, 2017, resulting from the responses to the Request for Bids for Cured-in-Place Pipe Lining, (Bid No. ITB 01-CIPP-17/TP) and authorize City Manager to sign contract in the amount of $138,190.30 for the duration of the project based on unit costs provided by Insituform Technologies, LLC. in their respective Bid.

EXPLANATION OF REQUEST:
On January 17, 2017, the Commission approved a list of three (3) pre-qualified contractors to perform Cured-In-Place Pipe (CIPP) Lining as a result of RFQ #057-2821-16/TP. The intent is that when utilities has a CIPP project a bid will be sent to the 3 pre-qualified contractors and ask them to submit bids from which one will be recommended to be awarded the contract.

A Request for Bids (the first of several planned) was issued for experienced pre-qualified Contracting Firms to submit line item pricing to perform Cured-in-Place Pipe Lining (CIPP) of sewer mains. CIPP lining is a trenchless method of placing a flexible lining into an existing pipe and utilizing heat and pressure to expand and cure the lining. The new CIPP lining will eliminate groundwater inflow and infiltration at old existing pipe joints. Leaking pipe joints would potentially carry soil material surrounding the joint which may cause depressions in roadway.

The Scope of Work detailed in the request for Bid includes the following general items:

- Task 1 – Pre-lining cleaning and video inspection
- Task 2 – Bypass pumping and maintenance of traffic
- Task 3 – Pipe lining and sewer service reconnections
- Task 4 – Post-lining video inspection

The selected Contractor will furnish all labor, materials, equipment, incidentals and appurtenances to complete the defined Work as outlined in the Contract Documents.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
This approval will allow the City Manager or designee to sign a contract with Insituform Technologies, LLC. based on the unit costs provided by Insituform in their Bid to perform cured-in-place sewer pipe lining. Sewer pipe lining will reduce the need for increased treatment capacity by reducing the infiltration of groundwater into our sewer collection system.

FISCAL IMPACT: Budgeted
The fiscal impact as a result of this approval and subsequent PO's is included in the current and proposed Utility budget. Funds for this repair service are available from the Utilities account number 403-5000-535-65-04.

ALTERNATIVES: Not approve of the recommended contractor as provided and request that a new Bid for CIPP Lining be advertised.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CONTRACTS

VENDOR NAME: Insituform Technologies, LLC.

START DATE: 6/5/2017

END DATE: 9/3/2017

CONTRACT VALUE: $138,190.30

MINORITY OWNED CONTRACTOR?: No

EXTENSION AVAILABLE?: Yes

EXTENSION EXPLANATION:

Extensions may be provided for unforeseen conditions and natural disasters.

ATTACHMENTS:

Type	Description
Resolution	Resolution awarding bid and Contract to Insituform Technologies for Cured-In-Place Pipe Lining
Addendum	contract
Bid	Bid summary Table

Addendum	Insituform Proposal
Addendum	Wastewater pipes to be lined

REVIEWERS:

Department	Reviewer	Action	Date
Utilities	Pigott, Bevis	Approved	5/9/2017 - 4:57 PM
Finance	Howard, Tim	Approved	5/9/2017 - 6:19 PM
Legal	Swanson, Lynn	Approved	5/11/2017 - 11:35 AM
City Manager	LaVerriere, Lori	Approved	5/11/2017 - 1:00 PM

RESOLUTION NO. R17-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN AWARD OF BID AND AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH INSITUFORM TECHNOLOGIES, LLC., AS DETERMINED BY REVIEW OF BIDS SUBMITTED IN RESPONSE TO ITB 01-CIPP-17/TP FOR "CURED-IN-PLACE PIPE LINING" IN THE AMOUNT OF $138,190.30; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 17, 2017, the City Commission approved a list of three (3) pre-qualified contractors to perform Cured-In-Place Pip (CIPP) Lining as a result of RFQ #057-2821-16/TP so that when Utilities has a CIPP project a bid will be sent to the 3 pre-qualified contractors and ask them to submit bids from which one will be recommended to be awarded the contract; and

WHEREAS, staff reviewed the bid proposals and it was determined that Insituform Technologies, LLC was the lowest, pre-qualified bidder; and

WHEREAS, the City Commission of the City of Boynton Beach upon recommendation of staff, deems it to be in the best interest of the citizens of the City of Boynton Beach to award ITB 01-CIPP-17/TP for Cured-In-Place Pipe Lining in the amount of $138,190.30 and authorize the City Manager to sign a Contract with Insituform Technologies, LLC.

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

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

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby approves the award ITB 01-CIPP-17/TP for Cured-In-Place Pipe Lining in the amount of $138,190.30 and authorize the City Manager to sign a Contract with Insituform Technologies, LLC., a copy of which is attached hereto as Exhibit "A".

Section 3. That this Resolution shall become effective immediately.

PASSED AND ADOPTED this _____ day of _____, 2017.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

CURED-IN-PLACE PIPE LINING (CIPP)
Phase 5.1
RFQ No..: 057-2821-16/TP
ITB 01-CIPP-17/TP

CONSTRUCTION CONTRACT

THIS AGREEMENT is entered into between the CITY OF BOYNTON BEACH, a municipal corporation, hereinafter referred to as "CITY", and **Insituform Technologies, LLC,** a corporation authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR".

WHEREAS, the CITY has awarded to the CONTRACTOR the work of performing certain construction services.

WHEREAS, at its meeting of **May 16, 2017**, by Resolution No.:_____, the CITY Commission authorized the proper CITY officials to execute this Contract hereinafter referred to as Contract No.: **ITB 01-CIPP-17/TP**, and;

NOW, THEREFORE, CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. SCOPE OF WORK.

CONTRACTOR shall furnish all plant, labor, materials, and equipment and perform all the necessary WORK in the manner and form provided in the Contract Documents entitled: **CURED-IN-PLACE PIPE LINING (CIPP) Phase 5.1 RFQ No 057-2821-16/TP, ITB 01-CIPP-17/TP.**

Article 2. CONTRACT TIME; LIQUIDATED DAMAGES.

2.1 The WORK will be substantially completed within **75** calendar days from the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.9 of the General Conditions within **15** calendar days from the date of Substantial Completion.

2.2 Liquidated Damages. The CITY and CONTRACTOR recognize and acknowledge that time is of the essence of this Contract and that the CITY will suffer financial loss if the WORK is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Each of the parties acknowledges that it has attempted to quantify the damages which would be suffered by the CITY in the event of the failure of CONTRACTOR to perform in a timely manner, but neither one has been capable of ascertaining such damages with a certainty. CITY and CONTRACTOR also recognize and acknowledge the delays, expense and difficulties involved in proving in a legal preceding the actual loss suffered

by the CITY if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the CITY and

2.3 CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the CITY, **FIVE HUNDRED** Dollars **($500.00)** for each day that expires after the time specified in paragraphs 3.1 for substantial completion until the WORK is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining WORK within the Contract Time or any proper extension thereof granted by the CITY, CONTRACTOR shall pay CITY, **ONE HUNDRED TWENTY-FIVE** Dollars **($125.00)** for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 3. CONTRACT PRICE.

CITY shall pay CONTRACTOR, for faithful performance of the Contract, in lawful money of the United States of America, and subject to the additions and deductions as provided in the Contract Documents, a total sum as follows:

Based on the Contract prices shown in the Bid Form submitted to the CITY as subsequently revised and as stated herein, a copy of such Bid Form being a part of the Contract Documents, the aggregate amount of this Contract **(obtained from either the lump sum price, the application of unit prices to the quantities shown in the Bid Form or the combination of both)** not to exceed:

ONE THOUSAND THIRTY EIGHT, ONE HUNDRED NINETY DOLLARS AND THIRTY CENTS
(Written)

$138,190.30

Article 4. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. CITY will process Applications for Payment as provided in the General Conditions.

4.1 Progress Payments. CONTRACT may submit an Application for Payment as recommended by CONSULTANT, for WORK completed during the Project at intervals of not more than once a month. All progress payments will be on the basis of the progress of WORK measured by the schedule of values established in Paragraph 2.9.1 of the General Conditions and in the case of Unit Price Work based on the number of units completed or, in the event there is no schedule of values, as provided in the General Requirements.Prior to Substantial Completion progress payments will be made in an amount equal to 90% of WORK completed, but, in each case, less the aggregate of payments previously made and less such amounts as CONSULTANT shall determine, or CITY may withhold, in accordance with paragraph 14.5 of the General Conditions. CONTRACTOR shall submit with each Application for Payment, and updated progress schedule acceptable to the CITY and a Warranty of Title/release of liens relative to the Work that is the subject of the Application. Each Application for Payment shall be submitted to the CITY for approval. The CITY shall make payment to the CONTRACTOR within thirty (30) days after approval by the CITY of CONTRACTOR'S Application for Payment and submission of an acceptable updated progress schedule.

4.2 Ten percent (10) of all monies earned by the CONTRACTOR shall be retained by CITY until

completion of the construction services.

4.3 The CITY may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

4.3.1 Defective Work not remedied.

4.3.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.

4.3.3 Failure of CONTRACTOR to make payments properly to SUBCONTRACTORS or for material or labor.

4.3.4 Damage to another CONTRACTOR not remedied.

4.3.5 Liquidated damages and costs incurred by the CITY for extended construction administration.

When the above grounds are removed or resolved or CONTRACTOR provides a surety bond or consent of Surety, satisfactory to the CITY, which will protect the CITY in the amount withheld, payment may be made in whole or in part.

4.4 Final Payment. Upon final completion and acceptance of the WORK in accordance with paragraph 14.10 of the General Conditions, CITY shall pay the remainder of the Contract Price as recommended by CONSULTANT as provided in paragraph 14.10.

Article 5. <u>CONTRACTOR GUARANTEE</u>.

CONTRACTOR warrants all work, materials and equipment shall be free from damages and/or defects owing to faulty materials or workmanship for a period of one (1) year after completion of the WORK covered by this Contract. The CONTRACTOR, free of all costs to the CITY, shall replace any part of the equipment, materials, or work included in this Contract, which proves to be defective by reason of faulty materials, damages, and/or workmanship within twelve (12) month period.

Article 6. <u>CONTRACT DOCUMENTS</u>.

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

6.1 Invitation to Bid

6.2 Instructions to Bidders

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

6.3 Contract

6.4 Contractor's Performance and Payment Bond

6.5 General Conditions

6.6 Special Conditions

6.7 Technical Specifications

6.8 Drawings entitled: Attachment "C", Cured-In-Place Pipe Lining (CIPP) Phase 5.1

6.9 Addendum No. 1 Dated March 27, 2017.

6.10 Addendum No. 2 Date March 31, 2017.

ARTICLE 7. NOTICE: All notices required in this Contract shall be sent by certified mail, return receipt requested and if sent to the CITY shall be mailed to:

City of Boynton Beach
Attn: Joseph Paterniti, Operation Field Manager

124 E. Woolbright Road
Boynton Beach, FL 33435
Tel (561) 742 - 6423

Copy to: Procurement Services Division
Attn: Director of Finance
City of Boynton Beach
100 E. Boynton Beach Boulevard
Boynton Beach FL 33425
Tel (561) 742-6311
Fax (561) 742-6322

And if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR; Insituform Technologies, LLC
ADDRESS: 17988 Edison Avenue
CITY/STATE/ZIP: Chesterfield, MO 63005
Attn: Diane Partridge, Contracting and Attesting Officer
Tel: (636) 530-8000
Fax: (636) 530-8701

Article 8. INDEMNITY.

In consideration of Twenty-Five Dollars ($25.00) in hand paid and other valuable consideration, receipt of which is hereby acknowledged, CONTRACTOR agrees to defend, indemnify and hold harmless the CITY, its agents and employees, in accordance with paragraph 6.17 of the General Conditions which is incorporated herein and made a part hereof as if fully set forth herein. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statutes 725.06. It is further the specific intent and agreement of said parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the Specific Consideration.

Article 9. REIMBURSEMENT OF CONSULTANT EXPENSES.

Should the completion of this Contract be delayed beyond the specified or adjusted time limit, CONTRACTOR shall reimburse the CITY for all expenses of consulting and inspection incurred by the CITY during the period between said specified or adjusted time and the actual date of final completion. All such expenses for consulting and inspection incurred by the CITY will be charged to CONTRACTOR and be deducted from payments due CONTRACTOR as provided by this Contract. Said expenses shall be further defined as CONSULTANT charges associated with the construction contract administration, including resident project representative costs.

Article 10. FLORIDA'S PUBLIC RECORDS LAW.

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

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

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

10.3 Ensure that public records that are exempt or that are confidential and exempt from public

record disclosure requirements are not disclosed except as authorized by law for the duration of the contact term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the City; and,

10.4 Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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

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

Article 11. MISCELLANEOUS.

11.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.2 CITY and CONTRACTOR each binds itself, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

DATED this _____ day of _____, 2017.

CITY OF BOYNTON BEACH

_____
Lori LaVerriere, City Manager

Attest/Authenticated:

_____
Judy Pyle, City Clerk

Approved as to Form:

_____
James A. Cherof, City Attorney

CONTRACTOR

_____
Name

_____
Title

(Corporate Seal)

Attest/Authenticated:

_____
Secretary

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____
(Insert name of Contractor)

_____ as Principal,
(Address or legal title of Contractor)

hereinafter called Contractor, and
_____
(Name and address of Surety)

_____

as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF BOYNTON BEACH, P.O. BOX 310, BOYNTON BEACH, FLORIDA 33425-0310 as Obligee, hereinafter called Owner, in the amount of _____ Dollars ($_____), for payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 20____, entered into a contract with Owner for _____ in accordance with drawings and specifications prepared by _____ which contract is by reference made a part of hereof, and is hereinafter referred to as the Contract.

THIS FORM SHALL BE EXECUTED BY CONTRACTOR AND SUBMITTED AT AWARD

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the most responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the most responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

This bond is issued in compliance with Section 255.05, Florida Statutes as may be amended. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for its labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for its labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and the nonpayment. No action for the labor, materials, or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

Signed and sealed this _____ day of _____, 2017.

_____
Principal (Seal)

_____
Witness

_____
Title

_____
Surety

_____
Witness

_____
Attorney-in-Fact

END OF PERFORMANCE BOND

PAYMENT BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that _____
(Insert name of Contractor)

_____ as Principal,
(Address or legal title of contractor)

hereinafter called Principal, and _____
(Name and address of Surety)

_____

as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF BOYNTON BEACH, P.O. BOX 310, BOYNTON BEACH, FLORIDA 33425-0310 as Obligee, hereinafter called Owner, for the use and benefit of claimants as here below defined, in the amount of

_____

Dollars ($_____), for payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 2017, entered into a contract with Owner for _____ _____ in accordance with drawings and specifications prepared by _____ which contract is by reference made a part of hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

   a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which such claimant is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for when the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

   b. After the expiration of one (1) year following the date on which Principal ceased work on such Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

   c. Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the State in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of a payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against such improvements, whether or not claim for the amount of such lien be presented under and against this bond.

5. This bond is issued in compliance with Section 255.05, Florida Statutes, as may be amended. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for its labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for its labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of

the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and the nonpayment. No action for the labor, materials, or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

Signed and sealed this _____ day of _____, 2017.

_____
Principal (Seal)

_____
Witness

_____
Surety

_____
Witness

_____
Attorney-in-Fact

END OF PAYMENT BOND

CITY OF BOYNTON BEACH
WARRANTY OF TITLE

STATE OF FLORIDA

COUNTY OF_____, being first duly sworn, deposes and says as follows:

He is
_____ of _____,
(Title) (Name of Corporation or Firm)

a Florida Corporation	(_____)	Check One
a Florida General Partnership	(_____)	
a Florida Limited Partnership	(_____)	
a Sole Proprietor	(_____)	

which is named in Construction Contract dated the _____ day of _____, 20____, between such corporation as the CONTRACTOR and the City of Boynton Beach, Florida as the OWNER, for the construction of _____ and Affiant is authorized to make this Affidavit as, or on behalf of, the Contractor as named above.

Title to all work, materials and equipment covered by the attached Final Application for Payment dated _____, passes to the Owner at the time of payment free and clear of all liens, and all laborers, material men and subcontractors have been paid for performing or furnishing the work, labor or materials upon such Contract work covered by the aforesaid Final Application for Payment.

This statement under oath is given in compliance with Section 713.06 Florida Statutes.

_____
Affiant

Sworn to and subscribed before me this
_____ day of _____, 2017

_____
Notary Public, State of Florida at Large

My Commission expires:
(SEAL)

END OF WARRANTY OF TITLE

THIS FORM SHALL BE EXECUTED BY CONTRACTOR AND SUBMITTED AT AWARD

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

REQUEST FOR QUALIFICATION (RFQ)
Cured-In-Place Pipe Lining (CIPP)

BID OPENING DATE: 4/10/2017
RFQ OPENING TIME: 2:30 P.M.
BID No.: ITB 01-CIPP-17/TP

"Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late"

VENDORS	Instiuform Technologies, LLC 17988 Edison Avenue Chesterfield, MO 63005 Contact: Chrissy Koller & John Tucker Phone: 636-530-8000 Email: ckoller@aeglon.com ; jtucker@aeglon.com	Lanzo Trenchless Technologies South 125 SW 5th Court Deerfield Beach, FL 33441 Contact: Kevin Pawlowski & Curt Maring phone: 954-973-9700 Email: kevinp@lanzo.org ; curtm@lanzo.org	Sak Construction, LLC 864 Hoff Road O' Fallon, MO 63366 Contact: Terry Adderhold Phone: 636-385-1000 Email: bidcipp@sakcon.com
SCHEDULE OF BID ITEMS	$138,190.30	$170,471.50 (Submitted) ***$172,176.21 (Corrected calculation)***	$172,178.85
ADDENDUM NO 1 ADDENDUM NO 2	YES YES	YES YES	YES YES
ANTI-KICKBACK AFFIDAVIT	YES	YES	YES (States Missouri)
NON-COLLUSION AFFIDAVIT OF RESPONDENT	YES	YES	YES
RFQ DOCUMENTS SUBMITTALS Original (1)	YES	YES	YES
SCHEDULE OF SUBCONTRACTOR	YES (2)	YES (2)	YES (1)
STATEMENT OF NO BID	N/A	N/A	N/A
STATE OF FL BUSINESS LICENSE	YES	YES	YES
LIST OF COMPLETED PROJECTS	YES	YES	
LIST OF EQUIPMENTS		YES	
RESUME OF QUALIFICATIONS		YES	
SUGGESTED SPECIFICATIONS FOR CIPP		YES	
CERTIFICATE OF LIABILITY INSURANCE		YES	

REQUEST FOR QUALIFICATION (RFQ)
Cured-In-Place Pipe Lining (CIPP)

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NOTARIZED AUTHORIZATION TO SIGN BIDS			YES

The City of Boynton Beach

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

ACKNOWLEDGEMENT OF ADDENDUM No. 1

"CURED-IN-PLACE PIPE LINING (CIPP)"
Phase 5.1
RFQ No.: 057-2821-16/TP

BID No.: ITB 01-CIPP-17/TP

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

Diane Partridge, Contracting and Attesting Officer	Diane Partridge
PRINT NAME OF REPRESENTATIVE	**SIGNATURE OF REPRESENTATIVE**
Insituform Technologies,LLC	March 27, 2017
NAME OF COMPANY	**DATE**

The City of Boynton Beach

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

ACKNOWLEDGEMENT OF ADDENDUM No. 2

"CURED-IN-PLACE PIPE LINING (CIPP)"
Phase 5.1
RFQ No.: 057-2821-16/TP

BID No.: ITB 01-CIPP-17/TP

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

Diane Partridge, Contracting and Attesting Officer	Diane Partridge
PRINT NAME OF REPRESENTATIVE	**SIGNATURE OF REPRESENTATIVE**
Insituform Technologies, LLC	March 31, 2017
NAME OF COMPANY	**DATE**

CURED-IN-PLACE PIPE LINING (CIPP)
Phase 5.1
ITB 01-CIPP-17/TP
SCHEDULE OF BID ITEMS

INFLOW & INFILTRATION PROGRAM					
WASTEWATER SYSTEM CURED-IN-PLACE PIPE REHABILITATION					
ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL UNIT PRICE
	FURNISH AND INSTALL CIPP REHABILITATION – SANITARY SEWER MAINS				
A	8" DIAMETER – SANITARY SEWER				
A-1	6.0 mm normal thickness (.236)	2450	LF	$27.80	$68,110.00
A-2	7.5 mm normal thickness (.295)	0	LF		
A-3	9.0 mm normal thickness (.354)	0	LF		
B	10" DIAMETER – SANITARY SEWER				
B-1	6.0 mm normal thickness (.236)	405	LF	$28.90	$11,704.50
B-2	7.5 mm normal thickness (.295)	0	LF		
B-3	9.0 mm normal thickness (.354)	0	LF		
C	12" DIAMETER – SANITARY SEWER				
C-1	6.0 mm normal thickness (.236)	0	LF		
C-2	7.5 mm normal thickness (.295)	1	LF	$40.80	$40.80
C-3	9.0 mm normal thickness (.354)	0	LF		
D	15" DIAMETER – SANITARY SEWER				
D-1	6.0 mm normal thickness (.236)	0	LF		
D-2	7.5 mm normal thickness (.295)	0	LF		
D-3	9.0 mm normal thickness (.354)	1	LF	$60.20	$60.20
E	18" DIAMETER – SANITARY SEWER				
E-1	6.0 mm normal thickness (.236)	0	LF		
E-2	7.5 mm normal thickness (.295)	0	LF		
E-3	9.0 mm normal thickness (.354)	1	LF	$68.80	$68.80

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

E-4	10.5 mm normal thickness (.413)	0	LF		
F	**20' DIAMETER – SANITARY SEWER**				
F-1	6.0 mm normal thickness (.236))	**0**	LF		
F-2	7.5 mm normal thickness (.295)	0	LF		
F-3	9.0 mm normal thickness (.354)	0	LF		
F-4	10.5 mm normal thickness (.413)	**1**	LF	$79.20	$79.20
F-5	12.0 mm normal thickness (.472)	0	LF		
CLEANING AND INSPECTION SANITARY SEWER MAINS					
L	**LIGHT CLEANING AND INSPECTION – 0% to 9% or LESS ACCUMULATED DEBRIS**				
L-1	8" – 12" Diameter	1	LF	$1.80	$1.80
L-2	14" – 18" Diameter	0	LF		
L-3	20" – 24" Diameter	0	LF		
L-4	27" – 42" Diameter	0	LF		
L-5	48" – 72" Diameter	0	LF		
M	**MEDIUM CLEANING AND INSPECTION – 10% to 29% ACCUMULATED DEBRIS**				
M-1	8" – 12" Diameter	2855	LF	$2.20	$6,281.00
M-2	14" – 18" Diameter	0	LF		
M-3	20" – 24" Diameter	0	LF		
M-4	27" – 42" Diameter	0	LF		
M-5	48" – 72" Diameter	0	LF		
N	**HEAVY CLEANING AND INSPECTION – 30% or GREATER ACCUMULATED DEBRIS**				
N-1	8" – 12" Diameter	1	LF	$2.50	$2.50
N-2	14" – 18" Diameter	0	LF		
N-3	20" – 24" Diameter	0	LF		
N-4	27" – 42" Diameter	0	LF		
N-5	48" – 72" Diameter	0	LF		

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CURED-IN-PLACE PIPE LINING (CIPP)
Phase 5.1
ITB 01-CIPP-17/TP
SCHEDULE OF BID ITEMS

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL UNIT PRICE
O	SPECIALTY CLEANING – REMOVAL OF HARDENED DEBRIS, ROOTS, GREASE, CALCIFICATION AND TUBERCULATION				
O-1	8" Diameter and Less	1	LF	$10.70	$10.70
O-2	10" – 12" Diameter	1	LF	$10.70	$10.70
O-3	14" – 18" Diameter	0	LF		
O-4	20" – 24" Diameter	0	LF		
O-5	27" – 42" Diameter	0	LF		
O-6	48" – 72" Diameter	0	LF		
	FURNISH AND INSTALL LATERAL GROUTING – SANITARY SEWER				
P	15" DIAMETER – LATERAL LINER				
P-1	CIPP Lateral Liner up to 15 Linear Feet	1	EA	$3,180.00	$3,180.00
P-2	CIPP Lateral Liner over 15 Linear Feet	1	EA	$3,610.00	$3,610.00
P-3	CIPP Short Lateral Liner	1	EA	$1,975.00	$1,975.00
P-4	Locating, Cleaning & CCTV Inspection of Lateral	1000	LF	$12.80	$12,800.00
P-5	Cleanout up to 5' Deep	1	EA	$1,600.00	$1,600.00
P-6	Chemical Sealing of Host Pipe – 10" Dia. and Less	1	EA	$90.90	$90.90
P-7	Chemical Sealing of Host Pipe – 12" to 15" Dia.	1	EA	$112.30	$112.30
P-8	Chemical Sealing of Host Pipe – 18" to 24" Dia.	1	EA	$165.70	$165.70
P-9	Chemical Sealing of Host Pipe – 27" Dia. and Greater	1	EA	$267.30	$267.30
P-10	Chemical Sealing – Grout	1	GAL	$16.00	$16.00
P-11	Removal & Sealing of Protruding Service Connections	1	EA	$400.90	$400.90
P-12	Standard Service Reconnection	1	EA	$115.00	$115.00

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CURED-IN-PLACE PIPE LINING (CIPP)
Phase 5.1
ITB 01-CIPP-17/TP
SCHEDULE OF BID ITEMS

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL UNIT PRICE
P-13	Service Connection	1	EA	$1,600.00	$1,600.00
P-14	Repair Manhole Bench & Channel	1	EA	$535.00	$535.00
	ANCILLARY SERVICES				
HH	**BY-PASS PUMPING SET UP AND OPERATION**				
HH-1	By-Pass Pumping Setup – 12" Diameter or Less	12	EA	$53.50	$642.00
HH-2	By-Pass Pumping Setup– 14" to 21" Diameter	1	EA	$267.30	$267.30
HH-3	By-Pass Pumping Setup – 22" to 30" Diameter	1	EA	$400.00	$400.00
HH-4	By-Pass Pumping Operation – 12" Diameter or Less	42	DAY	$1.10	$46.20
HH-5	By-Pass Pumping Operation – 14" to 21" Diameter	1	DAY	$1.10	$1.10
HH-6	By-Pass Pumping Operation – 22" to 30" Diameter	1	DAY	$50.00	$50.00
I	**STANDARD SERVICE RECONNECTION**				
I-2	Standard Service Reconnection	50	EA	$115.00	$5,750.00
I-2	Service Connection – Grouting	50	EA	$295.00	$14,750.00
JJ	**MAINTENANCE OF TRAFFIC – PER FDOT / Traffic Control – FDOT Right of Way**				
JJ-1	Flagmen	1	Day	$342.10	$342.10
JJ-2	Arrow Board	1	SETUP	$101.60	$101.60
JJ-3	Barricades	1	SETUP	$300.00	$300.00
JJ-4	Lane Dividers	1	SETUP	$2.10	$2.10
KK	**Traffic Control – City Right of Way**				
KK-1	Flagmen	1	DAY	$342.10	$342.10
KK-2	Arrow Board	1	SETUP	$101.60	$101.60

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CURED-IN-PLACE PIPE LINING (CIPP)
Phase 5.1
ITB 01-CIPP-17/TP
SCHEDULE OF BID ITEMS

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL UNIT PRICE
KK-3	Barricades	1	SETUP	$267.30	$267.30
KK-4	Lane Dividers	1	SETUP	$2.10	$2.10
LL	**Traffic Control – County Right of Way**				
LL-1	Flagmen	1	DAY	$342.10	$342.10
LL-2	Arrow Board	1	SETUP	$101.60	$101.60
LL-3	Barricades	1	SETUP	$320.70	$320.70
LL-4	Lane Dividers	1	SETUP	$2.10	$2.10
GC	**GENERAL CONDITIONS ***				
IN-1	Indemnification	1	LS	$100.00	$100.00
DESCRIBE METHOD OF CALCULATION FOR GENERAL CONDITIONS i.e. Percentage of Total Base Bid, Price if included in Bid Item; or Lump Sum					
GC-1	Mobilization/Demobilization, Bonds, Insurance, Permits	1	LS	$1,070.00	$1,070.00
ALLOWANCES					
NPDES	NPDES Allowance(If applicable) Limited to one percent (1%) of Total Base Price	1	LS	$50.00	$50.00
TS	Trench Safety (if applicable)	**0**	LS		
A-2	Water Testing Allowance (as needed)	**0**	LS		
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).					
				TOTAL BID PRICE, INDEMNIFICATION (In Numbers)	$ 138,190.30
TOTAL BID PRICE, INDEMNIFICATION (In Words): ONE THOUSAND THIRTY EIGHT, ONE HUNDRED NINETY DOLLARS AND THIRTY CENTS					

*(Amounts are to be shown in both figures and words. In case of discrepancies, the amount shown in words will govern for each bid item, unit price and total bid. Extended unit price shall prevail over total price for bid items based upon unit price.)
*If necessary attach a separate sheet of paper on company letterhead to describe method used for pricing General Conditions, including mobilization/demobilization, bonds, insurance and permits, and denote any deviations from the Schedule of Bid Items.

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

REQUEST FOR BIDS
FROM PRE-QUALIFIED CONTRACTORS
CURED-IN-PLACE PIPE LINING (CIPP) - Phase 5.1
RFQ #057-2821-16/TP
ITB 01-CIPP-17/TP
SCHEDULE OF SUB-CONTRACTORS

The Undersigned Bidder proposes the following major subcontractors for the major areas of work for the Project. The Bidder is further notified that all sub-contractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required.

Name and Address of Sub-Contractor	Scope of Work	License No.:	Contract Amount	Percentage (%) of Contract
ROLINE VACTOR SERVICES	PIPE CLEANING/CCTV	CUC057388	$25,000.00	18%
BLD SERVICES	MANHOLE EPOXY/GROUTING	CUC057224	$20,200.00	14.62%

Signature Diane Partridge
Diane Partridge, Contracting and Attesting Officer

Date: April 10, 2017

Title/Company Insituform Technologies, LLC

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

THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

STATEMENT OF NO BID

If you are not bidding on this service/commodity, please complete and return this form to: UTILITIES DEPARTMENT, City of Boynton Beach, 124 E. Woolbright Road, Boynton Beach, FL 33435

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: N/A

_____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

WE, the undersigned have declined to respond to your RFQ/Bid No. **057-2821-16/TP** for **CURED-IN-PLACE PIPE LINING (CIPP) ITB 01-CIPP-17/TP** 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: _____

_____

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

HOWTON, RICHARD TAYLOR
INSITUFORM TECHNOLOGIES LLC
20 FOX CHASE
SUITE B
CARTERSVILLE GA 30120

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC061125 ISSUED: 08/07/2016

CERTIFIED GENERAL CONTRACTOR
HOWTON, RICHARD TAYLOR
INSITUFORM TECHNOLOGIES LLC

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1608070002611

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC061125	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

HOWTON, RICHARD TAYLOR
INSITUFORM TECHNOLOGIES LLC
17988 EDISON AVENUE
CHESTERFIELD MO 63005

ISSUED: 08/07/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1608070002611

FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 18, 2012

BECKY PEIRCE
CSC
TALLAHASSEE, FL

Qualification documents for INSITUFORM TECHNOLOGIES, LLC were filed on January 18, 2012, and assigned document number M12000000304. Please refer to this number whenever corresponding with this office.

Your limited liability company is authorized to transact business in Florida as of the file date.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a $400 late fee will be added.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Contact the IRS at 1-800-829-4933 for an SS-4 form or go to www.irs.gov.

Please notify this office if the limited liability company address changes.

Should you have any questions regarding this matter, please contact this office at the address given below.

Buck Kohr
Regulatory Specialist II
Registration/Qualification Section
Division of Corporations

Letter Number: 712A00001262

Account number: I20000000195

Amount charged: 125.00

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
12 JAN 18 PM 3:50

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 608.503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. INSTIUFORM TECHNOLOGIES, LLC
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida and attach a copy of the written consent of the managers or managing members adopting the alternate name. The alternate name must include "Limited Liability Company," "L.L.C," "LLC.")

2. DE
(Jurisdiction under the law of which foreign limited liability company is organized)

3. _____
(FEI number, if applicable)

4. 03/27/1980
(Date of Organization)

5. Perpetual
(Duration: Year limited liability company will cease to exist or "perpetual")

6. Upon Filing
(Date first transacted business in Florida, if prior to registration.)
(See sections 608.501 & 608.502 F.S. to determine penalty liability)

7. 17988 Edison Ave. Chesterfield MO 63005

(Street Address of Principal Office)

8. If limited liability company is a manager-managed company, check here ☒

9. The name and usual business addresses of the managing members or managers are as follows:

Joe Burgess 17988 Edison Ave. Chesterfield MO 63005

David Martin 17988 Edison Ave. Chesterfield MO 63005

David F. Morris 17988 Edison Ave. Chesterfield MO 63005

10. Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (A photocopy is not acceptable. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

11. Nature of business or purposes to be conducted or promoted in Florida:

Any lawful business, purpose or activity.

Signature of a member or an authorized representative of a member.

(In accordance with section 608.408(3), F.S., the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.)

David F. Morris, Manager

Typed or printed name of signee

CERTIFICATE OF DESIGNATION OF REGISTERED AGENT/REGISTERED OFFICE

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is:

Insituform Technologies, LLC

If unavailable, the alternate to be used in the state of Florida is:

2. The name and the Florida street address of the registered agent and office are:

Corporation Service Company
(Name)

1201 Hays Street
Florida Street Address (P.O. Box NOT ACCEPTABLE)

Tallahassee FL 32301
City/State/Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, Florida Statutes.

Corporation Service Company

By: _____
(Signature)

Dawn Frantz, Assistant Secretary

$ 100.00	Filing Fee for Application
$ 25.00	Designation of Registered Agent
$ 30.00	Certified Copy (optional)
$ 5.00	Certificate of Status (optional)

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "INSITUFORM TECHNOLOGIES, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SEVENTEENTH DAY OF JANUARY, A.D. 2012.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "INSITUFORM TECHNOLOGIES, LLC" WAS FORMED ON THE TWENTY-SEVENTH DAY OF MARCH, A.D. 1980.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

Jeffrey W Bullock, Secretary of State

0889565 8300

120055464

AUTHENTICATION: 9301204

DATE: 01-17-12

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "INSITUFORM TECHNOLOGIES, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "INSITUFORM TECHNOLOGIES, INC." TO "INSITUFORM TECHNOLOGIES, LLC", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF DECEMBER, A.D. 2011, AT 11:28 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2011, AT 11:58 O'CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

0889565 8100V

111355498

AUTHENTICATION: 9264943

DATE: 12-30-11

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:40 AM 12/30/2011
FILED 11:28 AM 12/30/2011
SRV 111355498 - 0889565 FILE

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A
LIMITED LIABILITY COMPANY PURSUANT TO
SECTION 18-214 OF THE LIMITED LIABILITY COMPANY ACT

1.) The jurisdiction where the Corporation first formed is Delaware.

2.) The jurisdiction immediately prior to filing this Certificate is Delaware.

3.) The date the Corporation first formed is March 27, 1980.

4.) The name of the Corporation immediately prior to filing this Certificate is Instituform Technologies, Inc.

5.) The name of the Limited Liability Company as set forth in the Certificate of Formation is Instituform Technologies, LLC.

6.) The effective time of the conversion shall be 11:58 p.m. EST on December 31, 2011.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 27th day of December, 2011.

INSTITUFORM TECHNOLOGIES, INC.

By: April A. Greer
April A. Greer
Assistant Secretary

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "INSITUFORM TECHNOLOGIES, LLC" FILED IN THIS OFFICE ON THE THIRTIETH DAY OF DECEMBER, A.D. 2011, AT 11:28 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2011, AT 11:58 O'CLOCK P.M.

0889565 8100V

111355498

You may verify this certificate online at corp.delaware.gov/authver.shtml

Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 9264943

DATE: 12-30-11

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:40 AM 12/30/2011
FILED 11:28 AM 12/30/2011
SRV 111355498 - 0889565 FILE

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

- **First:** The name of this limited liability company is Insituform Technologies, LLC.

- **Second:** The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street in the City of Wilmington, Delaware 19801.

  The name of its registered agent at such address is The Corporation Trust Company.

- **Third:**

  This filing shall be effective 11:58 p.m. EST on December 31, 2011.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 27th day of December, 2011.

April A. Greer

April A. Greer
Organizer

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

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

By: Diane Partridge
NAME - SIGNATURE
Diane Partridge, Contracting and Attesting Officer

Sworn and subscribed before me
this 10th day of April, 2017

Printed Information:

Diane Partridge
NAME

Contracting and Attesting Officer
TITLE

Insituform Technologies, LLC
COMPANY

Laura M. Andreski
NOTARY PUBLIC, State of ~~Florida~~ Missouri
at Large

LAURA M. ANDRESKI
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: Jan. 5, 2020
Commission # 11389653

"OFFICIAL NOTARY SEAL" STAMP

THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

NON-COLLUSION AFFIDAVIT OF RESPONDENT

State of Missouri)

County of St. Louis)

Diane Partridge, being first duly sworn, deposes and says that:

He is Contracting and Attesting Officer of Insituform Technologies, LLC, the proposer that
(Title) (Name of Corporation or Integrator)
has submitted the attached RFQ:

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

Said RFQ is genuine and is not a collusive or sham RFQ;

Further, the said proposer 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 proposer, integrator or person to submit a collusive or sham RFQ in connection with the Contract for which the attached RFQ 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 proposer, integrator or person to fix the price or prices in the attached RFQ or of any other proposer, or to fix any overhead, profit or cost element of the RFQ price or the RFQ price of any other proposer, 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

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 proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Diane Partridge
Diane Partridge
(Title) Contracting and Attesting Officer

Subscribed and sworn to before me
This 10th day of April, 20 17

Laura M Andreski

Notary Public (Signature)

My Commission Expires: 01/05/2020

LAURA M. ANDRESKI
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: Jan. 5, 2020
Commission # 11389653

THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Insituform

Last Refresh Date: 02-19-2015

Contract Qualification Closed Projects - Detail

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
14152843	Prime	GAINESVILLE (GRU) FL,REL#3 | IRON PIPE PROGRAM	JC	$172,909	$378,190

Project Manager	Bid Date	Project Close Date
Curvel, Brandt Mitchell	04-11-2013	06-14-2013

	STD	Total	SRs
6	7,353	7,353	0
10	1,750	1,750	
Total	9,103	9,103	

Customer	Owner
City of Gainesville, Fl - Regional Utilities	City of Gainesville, Fl - Regional Utilities
200 East University Avenue Alachua Gainesville FL 32602-0490	200 East University Avenue Alachua Gainesville FL 32602-0490
+1 352 3343400	+1 352 3343400

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
14152851	Prime	GAINESVILLE FL,REL#1,FY2014 | CIPP REHAB SANIT. SEWER MAINS	JC	$516,957	$657,846

Project Manager	Bid Date	Project Close Date
Curvel, Brandt Mitchell	01-06-2014	07-25-2014

	STD	Total	SRs
6	6,909	6,909	0
12	3,040	3,040	
14	2,377	2,377	
Total	12,326	12,326	

Customer	Owner
City of Gainesville, Fl - Regional Utilities	City of Gainesville, Fl - Regional Utilities
200 East University Avenue Alachua Gainesville FL 32602-0490	200 East University Avenue Alachua Gainesville FL 32602-0490
+1 352 3343400	+1 352 3343400

Insituform

Last Refresh Date: 02-19-2015

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
14162154	Prime	MELBOURNE FL.SANIT.STRAWBRIDGE | NEW HAVEN AVE AREA.CIPP REHAB	JC	$589,429	$566,829

Project Manager	Bid Date	Project Close Date
Curvel, Brandt Mitchell	04-05-2013	08-22-2013

	STD	Total	SR's
8	18,179	18,179	0
Total	18,179	18,179	

Customer	Owner
City of Melbourne, Fl	City of Melbourne, Fl
2891 Harper Road Brevard Melbourne FL 32904-1154	2891 Harper Road Brevard Melbourne FL 32904-1154
+1 321 6745726	+1 321 6745726

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
14162156	Prime	MELBOURNE FL.LS AREA 15&V.SITE | SANITARY REHAB VARIOUS SITES	JC	$325,530	$326,829

Project Manager	Bid Date	Project Close Date
Curvel, Brandt Mitchell	08-26-2013	10-10-2013

	STD	Total	SR's
8	7,112	7,112	0
10	407	407	
15	1,491	1,491	
Total	9,010	9,010	

Customer	Owner
City of Melbourne, Fl	City of Melbourne, Fl
2891 Harper Road Brevard Melbourne FL 32904-1154	2891 Harper Road Brevard Melbourne FL 32904-1154
+1 321 6745726	+1 321 6745726

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
14162161	Prime	MELBOURNE FL.STORM.RIO LANE & | RIO VILLA, SYCAMORE & EBONY	JC	$34,046	$35,219

Project Manager	Bid Date	Project Close Date
Curvel, Brandt Mitchell	04-05-2013	06-11-2013

	AIS	Total	SR's
24	237	237	0
36	41	41	
Total	278	278	

Customer	Owner
City of Melbourne, FL-Public Works	City of Melbourne, FL-Public Works
2891 Harper Rd. Melbourne FL 32904-1154	2891 Harper Rd. Melbourne FL 32904-1154
+1 321 9536286	+1 321 9536286

Insituform

Last Refresh Date: 02-19-2015

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
14162172	Prime	MELBOURNE FL, RELEASE#2, STORM | STORM DRAIN REH.PO#14001047-00	JC	$172,480	$180,792

Project Manager	Bid Date	Project Close Date
Curvel, Brandt Mitchell	08-18-2014	11-11-2014

	AIS	Total	SR's
18	617	617	0
21	177	177	
30	536	536	
Total	1,330	1,330	

Customer	Owner
City of Melbourne, FL-Public Works	City of Melbourne, FL-Public Works
2891 Harper Rd. Melbourne FL 32904-1154	2891 Harper Rd. Melbourne FL 32904-1154
+1 321 9536286	+1 321 9536286

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
14162181	Prime	MELBOURNE FL,FY2014 RELEASE#1 | SANITARY SEWER LINING	JC	$144,244	$148,273

Project Manager	Bid Date	Project Close Date
Curvel, Brandt Mitchell	03-04-2014	04-04-2014

	STD	Total	SR's
9	3,429	3,429	0
10	915	915	
Total	4,344	4,344	

Customer	Owner
City of Melbourne, Fl	City of Melbourne, Fl
2891 Harper Road Brevard Melbourne FL 32904-1154	2891 Harper Road Brevard Melbourne FL 32904-1154
+1 321 6745726	+1 321 6745726

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
14166502	Prime	HIALEAH FL, BASIN 102 | SANIT. SEWER PIPELINE REHAB	JC	$232,123	$218,631

Project Manager	Bid Date	Project Close Date
Kendrix, Frank A.	07-10-2013	08-30-2013

	STD	Total	SR's
9	5,678	5,678	0
10	233	233	
Total	5,911	5,911	

Customer	Owner
City of Hialeah, Fl - Department of Water And Sewers	City of Hialeah, Fl - Department of Water And Sewers
501 Palm Avenue Miami-Dade Hialeah FL 33010	501 Palm Avenue Miami-Dade Hialeah FL 33010
+1 305 5563800	+1 305 5563800

Insituform

Last Refresh Date: 02-19-2015

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
14172505	Prime	JEA, ALAMO DR., PO#130773 | ALAMO&UTAH TRUNK SEWER LINING	JC	$490,569	$560,462

Project Manager	Bid Date	Project Close Date
Curvel, Brandt Mitchell	08-29-2013	11-22-2013

	STD	Total	SR's
48	1,510	1,510	0
Total	1,510	1,510	

Customer	Owner
Jea Water & Sewer Div	Jea Water & Sewer Div
21 West Church Street Duval Jacksonville FL 32202-3111	21 West Church Street Duval Jacksonville FL 32202-3111
+1 904 6328011	+1 904 6328011

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
14172506	Prime	JEA, VARIOUS LOC., PO#132808 | FY2014 VARIOUS LOCATIONS	JC	$97,288	$159,775

Project Manager	Bid Date	Project Close Date
Curvel, Brandt Mitchell	02-05-2014	06-26-2014

	STD	Total	SR's
8	1,911	1,911	0
10	967	967	
12	489	489	
Total	3,367	3,367	

Customer	Owner
Jea Water & Sewer Div	Jea Water & Sewer Div
21 West Church Street Duval Jacksonville FL 32202-3111	21 West Church Street Duval Jacksonville FL 32202-3111
+1 904 6328011	+1 904 6328011

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
14173005	Prime	NORTH MIAMI BEACH FL ASSIGNM#3 | LINING ASSIGNMENT#3, VAR. LOC.	JC	$340,648	$309,067

Project Manager	Bid Date	Project Close Date
Kendrix, Frank A.	04-02-2013	09-06-2013

	STD	Total	SR's
8	10,151	10,151	0
10	2,345	2,345	
Total	12,496	12,496	

Customer	Owner
City of North Miami Beach, FL	City of North Miami Beach, FL
City Hall 17011 NE 19th Avenue Miami-Dade North Miami Beach FL 33162	City Hall 17011 NE 19th Avenue Miami-Dade North Miami Beach FL 33162
+1 305 6241177	+1 305 6241177

Insituform

Last Refresh Date: 02-19-2015

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
14177601	Prime	TALLAHASSEE FL, REL# 01R | PO#COTLH-0001044430,TRENCHLESS	JC	$272,580	$239,584

Project Manager	Bid Date	Project Close Date
Curvel, Brandt Mitchell	04-10-2013	08-30-2013

	STD	Total	SR's
6	522	522	0
8	286	286	
10	780	780	
Total	1,588	1,588	

Customer	Owner
City of Tallahassee, Fl	City of Tallahassee, Fl
408 N. Adams Street Leon Tallahassee FL 32301	408 N. Adams Street Leon Tallahassee FL 32301
+1 850 8911303	+1 850 8911303

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
14177603	Prime	TALLAHASSEE FL,REL# 03,MAYFAIR | PO#COTLH-0001045507,MAYFAIR RD	JC	$42,868	$42,868

Project Manager	Bid Date	Project Close Date
Gerber, Brandon Wayne	04-11-2013	10-18-2013

	AIS	Total	SR's
24	380	380	0
Total	380	380	

Customer	Owner
City of Tallahassee, Fl	City of Tallahassee, Fl
408 N. Adams Street Leon Tallahassee FL 32301	408 N. Adams Street Leon Tallahassee FL 32301
+1 850 8911303	+1 850 8911303

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
14177607	Prime	TALLAHASSEE FL,REL#7,VAR.LOC. | PO#COTLH-0001048072,VAR. LOC.	JC	$396,017	$369,104

Project Manager	Bid Date	Project Close Date
Curvel, Brandt Mitchell	04-18-2014	10-31-2014

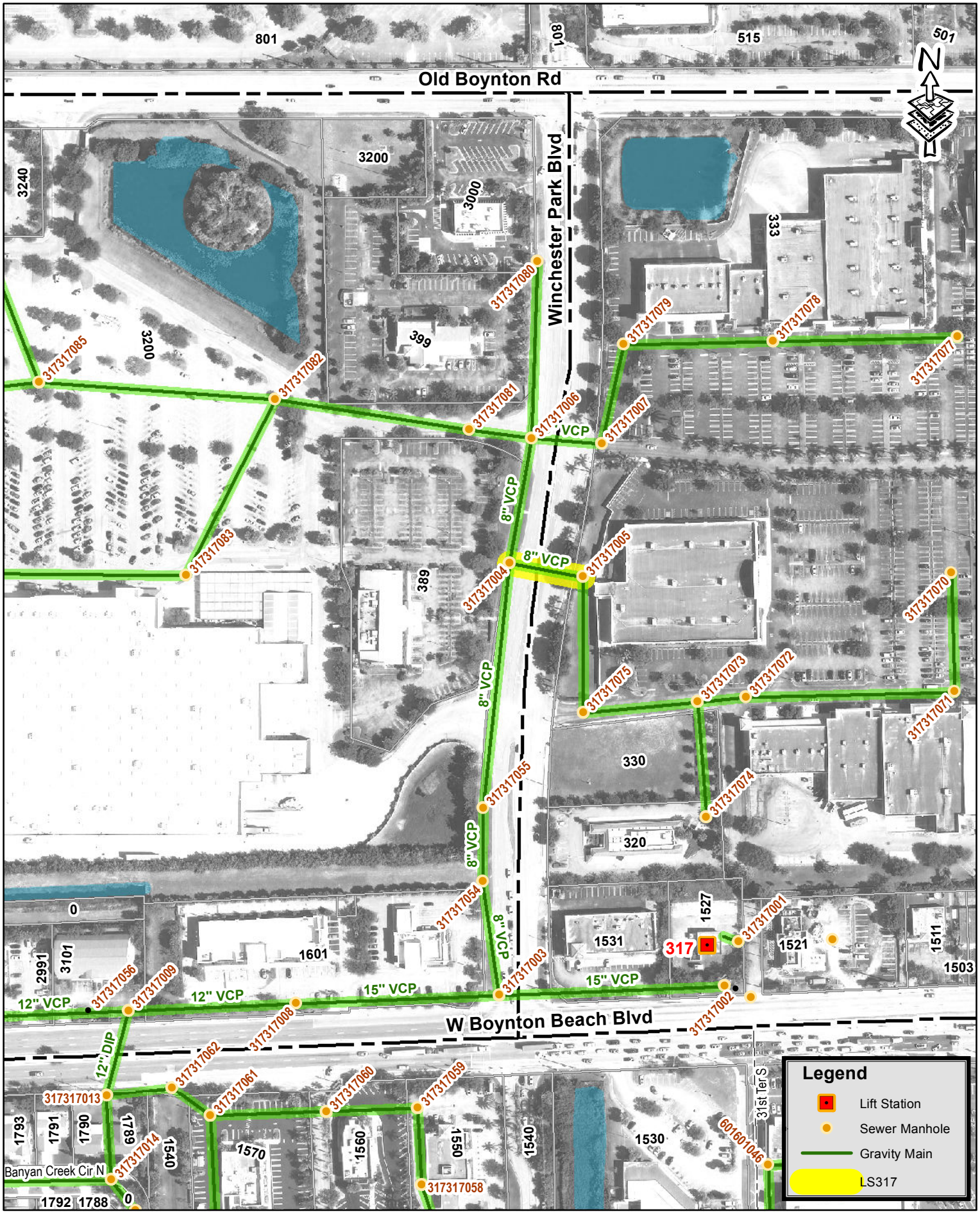
	AIS	STD	Total	SR's
18	468		468	0
24	1,773		1,773	
36	627	60	687	
Total	2,868	60	2,928	

Customer	Owner
City of Tallahassee, Fl	City of Tallahassee, Fl
408 N. Adams Street Leon Tallahassee FL 32301	408 N. Adams Street Leon Tallahassee FL 32301
+1 850 8911303	+1 850 8911303

ATTACHMENT "C"

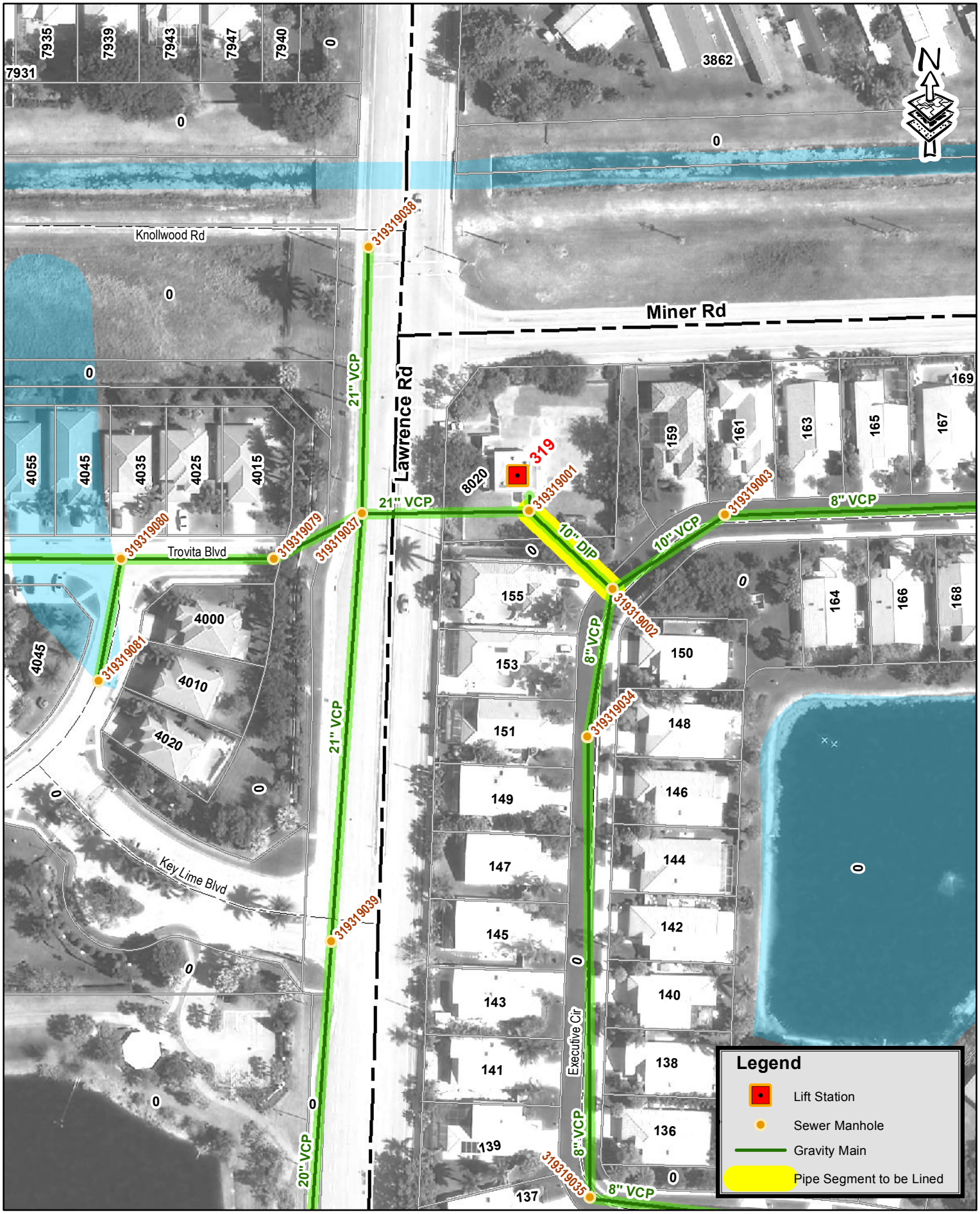
CURED-IN-PLACE PIPE LINING (CIPP)
RFQ NO. 057-2821-16/TP

PHASE 5.1 GIS MAPS
SEWER MAIN INSPECTION FORMS
PHASE 5.1 PIPE SEGMENTS



Map created by: Greg Owens
Date: January 23rd, 2017

Lift Station 317 Map



Map created by: Greg Owens
Date: January 25th, 2017

Lift Station 319 Map

Map created by: Greg Owens
Date: January 23rd, 2017

Lift Station 501 & 502 Map

Plan View Report

MH 317-317-005 to 317-317-004

Downstream Inspection

PSR	Street	City
317-317-005-004	WINCHESTER PARK BLVD	BOYNTON BEACH

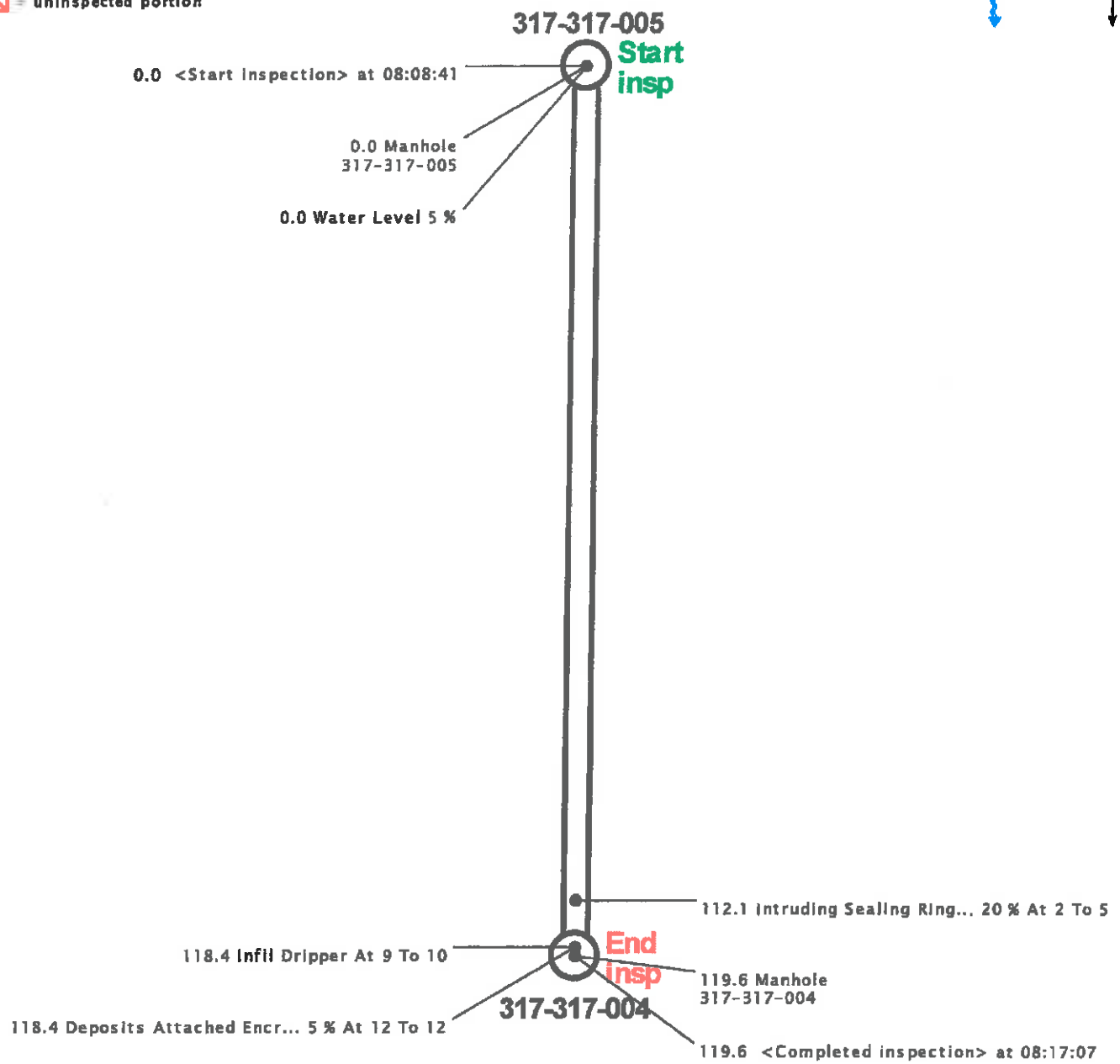
Date	Time	Weather	Ht/Dia	Width	Shape	Material	Length Surveyed	Total Length	Status
01/26/2010	08:08:41	Dry	8	0	Circular	DIP	119.6	119.6	Completed

Video Name	Additional Info	Purpose	Sheet
317-317-005-004_1_26_2010.mp4	☒ S OF SHOPPING CENTER ENTRANCE...	Routine Assessment	1

☒ = video attached

☒ = uninspected portion

Flow TV



CAMS

Cobra Information Management Software
www.cobratec.com

Plan View Report

MH 317-501-004 to 317-501-003

Downstream Inspection

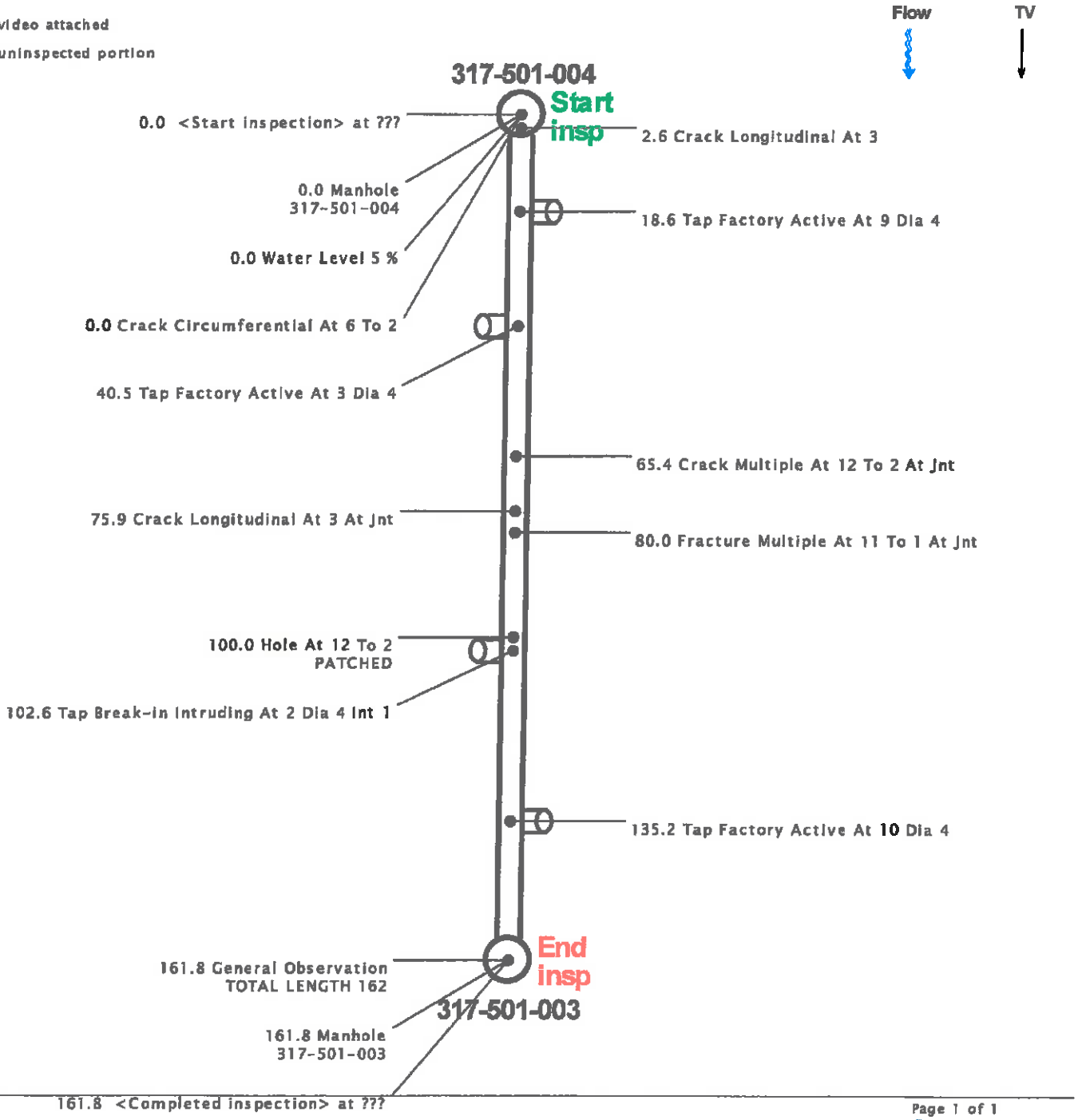
PSR	Street	City
317-501-004-003	510 INDUSTRIAL AVE	BOYNTON BEACH

Date	Time	Weather	Ht/Dia	Width	Shape	Material	Length Surveyed	Total Length	Status
10/25/2009		Dry	8	0	Circular	VCP	161.8	161.8	Completed

Video Name	Additional Info	Purpose	Sheet
317-501-004-003_10_25_2009.mp4 ☒		Routine Assessment	1

☒ = video attached

☒ = uninspected portion



CAMS v10

Cobra Information Management Software
www.cobratec.com

Plan View Report

MH 317-501-021 to 317-501-020

Downstream Inspection

PSR	Street	City
317-501-021-020	INDUSTRAL DR.	BOYNTON BEACH

Date	Time	Weather	Ht/Dia	Width	Shape	Material	Length Surveyed	Total Length	Status
11/08/2009	10:42:49	Dry	8	0	Circular	VCP	236.1	236.1	Completed

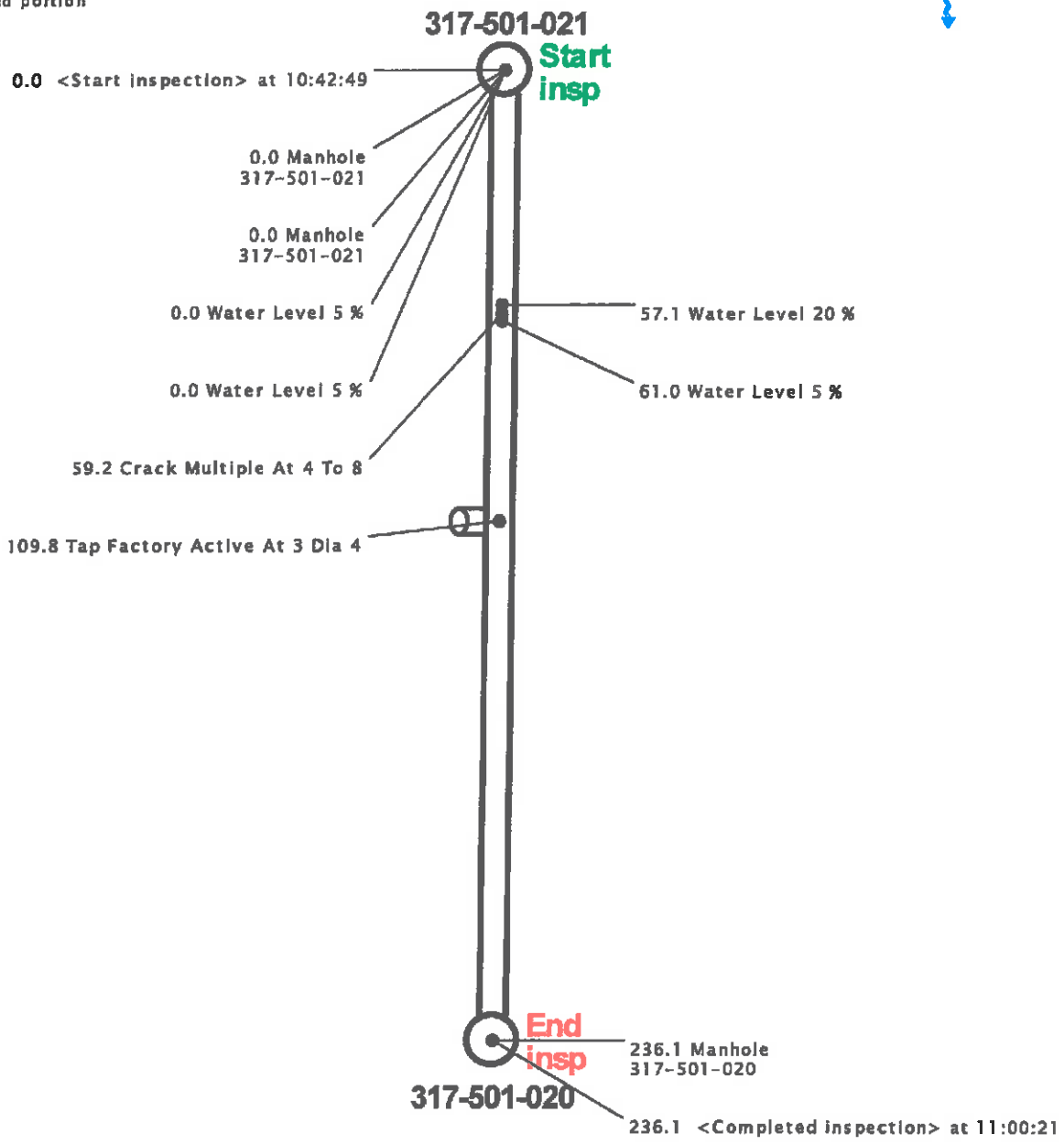
Video Name	Additional Info	Purpose	Sheet
317-501-021-020_11_8_2009.mp4 ☒		Routine Assessment	1

☒ = video attached

☒ = uninspected portion

Flow

TV



Cobra Information Management Software
www.cobratec.com

Plan View Report

MH 317-502-009 to 317-502-008

Downstream Inspection

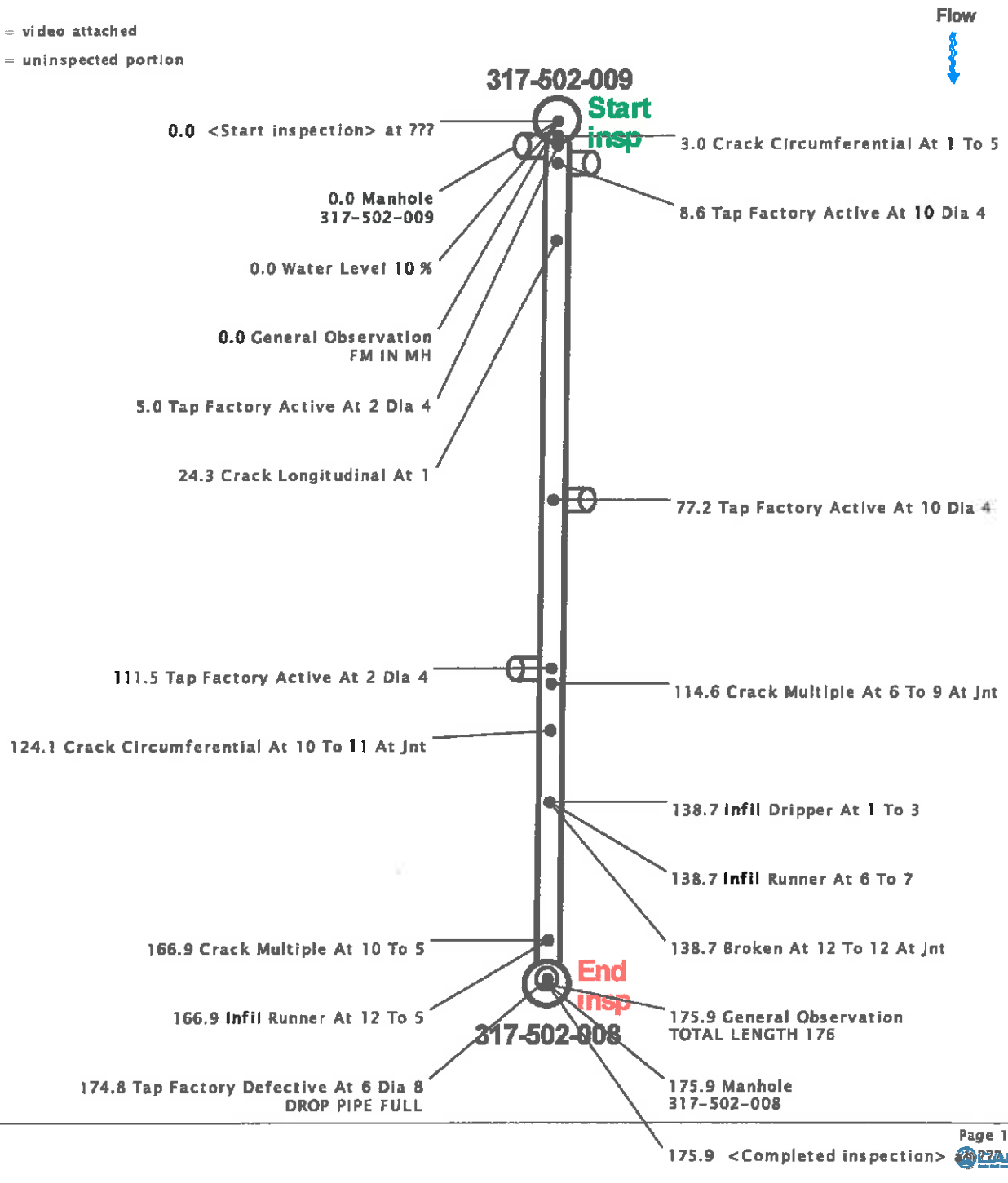
PSR	Street	City
317-502-009-008	855 NW 8TH AVE	BOYNTON BEACH

Date	Time	Weather	Ht/Dia	Width	Shape	Material	Length Surveyed	Total Length	Status
11/30/2009		Dry	8	0	Circular	VCP	175.9	175.9	Completed

Video Name	Additional Info	Purpose	Sheet
317-502-009-008_11_30_2009.mp4 ☒		Routine Assessment	1

☒ = video attached

☒ = uninspected portion



Cobra Information Management Software
www.cobratec.com

Plan View Report

MH 317-502-022 to 317-502-018

Downstream Inspection

PSR	Street	City
317-502-022-018	436 NW 7TH ST	BOYNTON BEACH

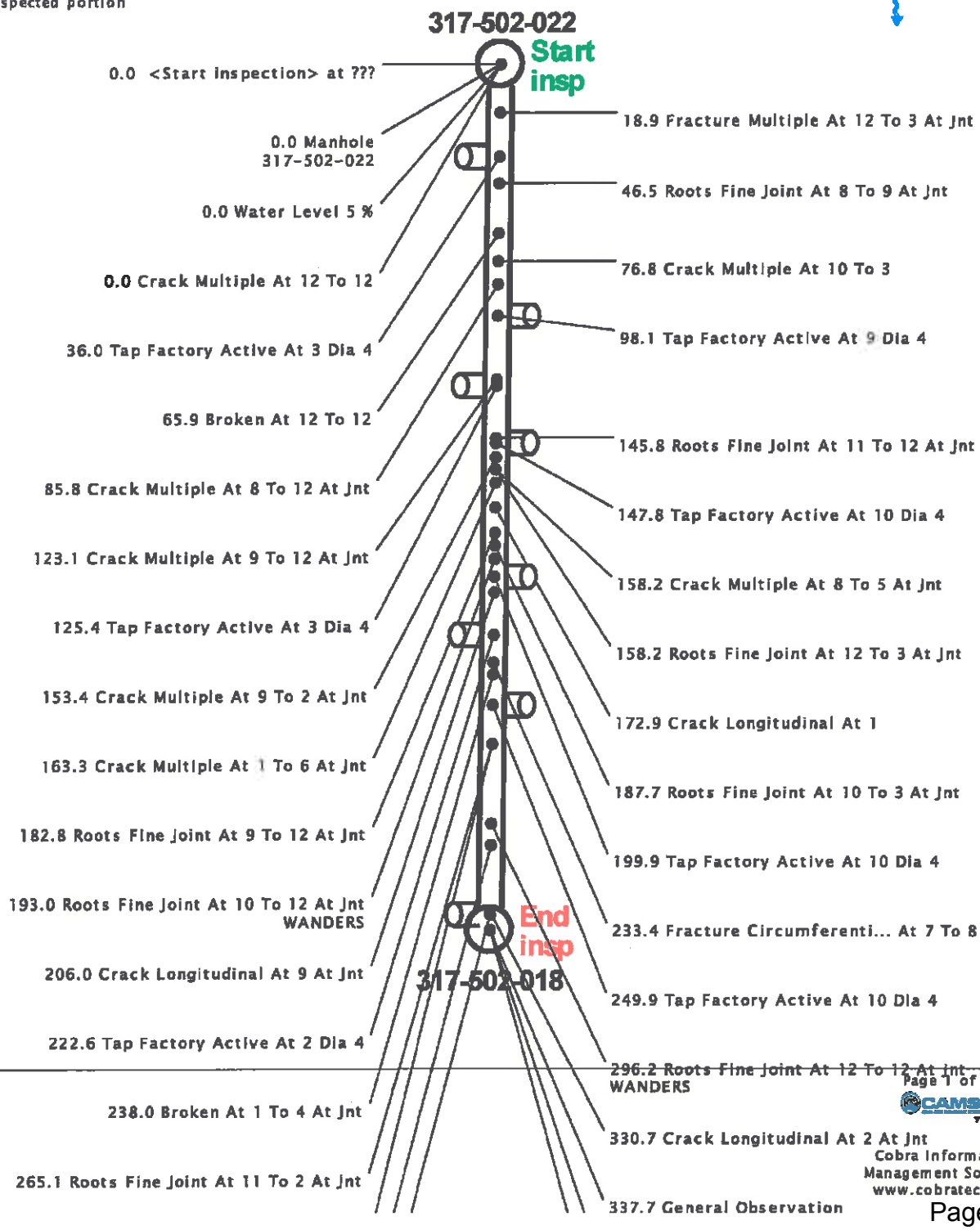
Date	Time	Weather	Ht/Dia	Width	Shape	Material	Length Surveyed	Total Length	Status
11/10/2009		Dry	8	0	Circular	VCP	337.7	337.7	Completed

Video Name	Additional Info	Purpose	Sheet
317-502-022-018_11_10_2009.mp4 ☒		Routine Assessment	1

☒ = video attached

☒ = uninspected portion

Flow TV



CAMS v10

Cobra Information Management Software
www.cobratec.com

Plan View Report

MH 317-502-024 to 317-502-023

Downstream Inspection

PSR	Street	City
317-502-024-023	645 NW 7TH ST	BOYNTON BEACH

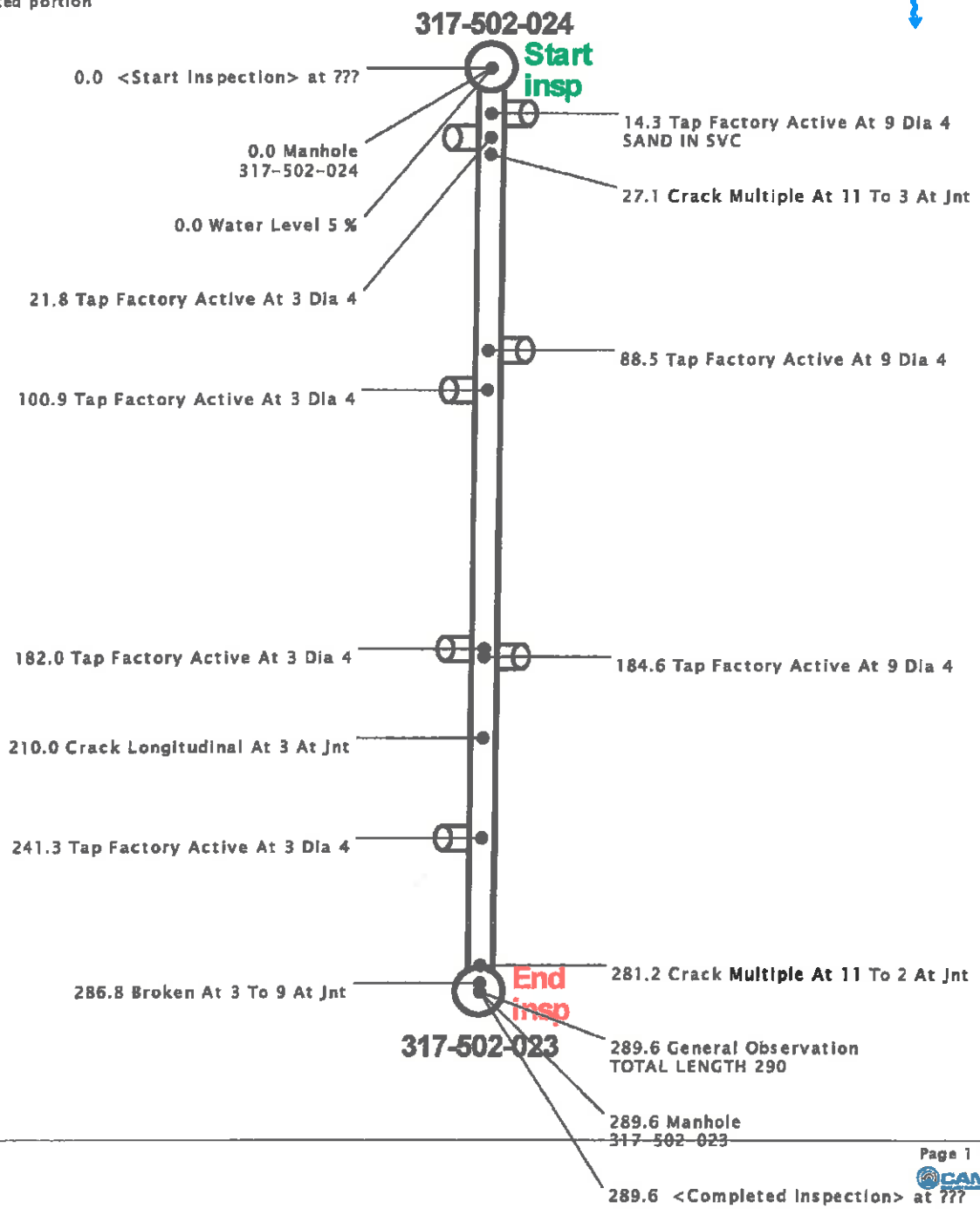
Date	Time	Weather	Ht/Dia	Width	Shape	Material	Length Surveyed	Total Length	Status
11/09/2009		Dry	8	0	Circular	VCP	289.6	289.6	Completed

Video Name	Additional Info	Purpose	Sheet
317-502-024-023_11_9_2009.mp4 ☒		Routine Assessment	1

☒ = video attached

☒ = uninspected portion

Flow TV



CAMS v10

Cobra Information Management Software
www.cobratec.com

Plan View Report

MH 317-502-025 to 317-502-022

Downstream Inspection

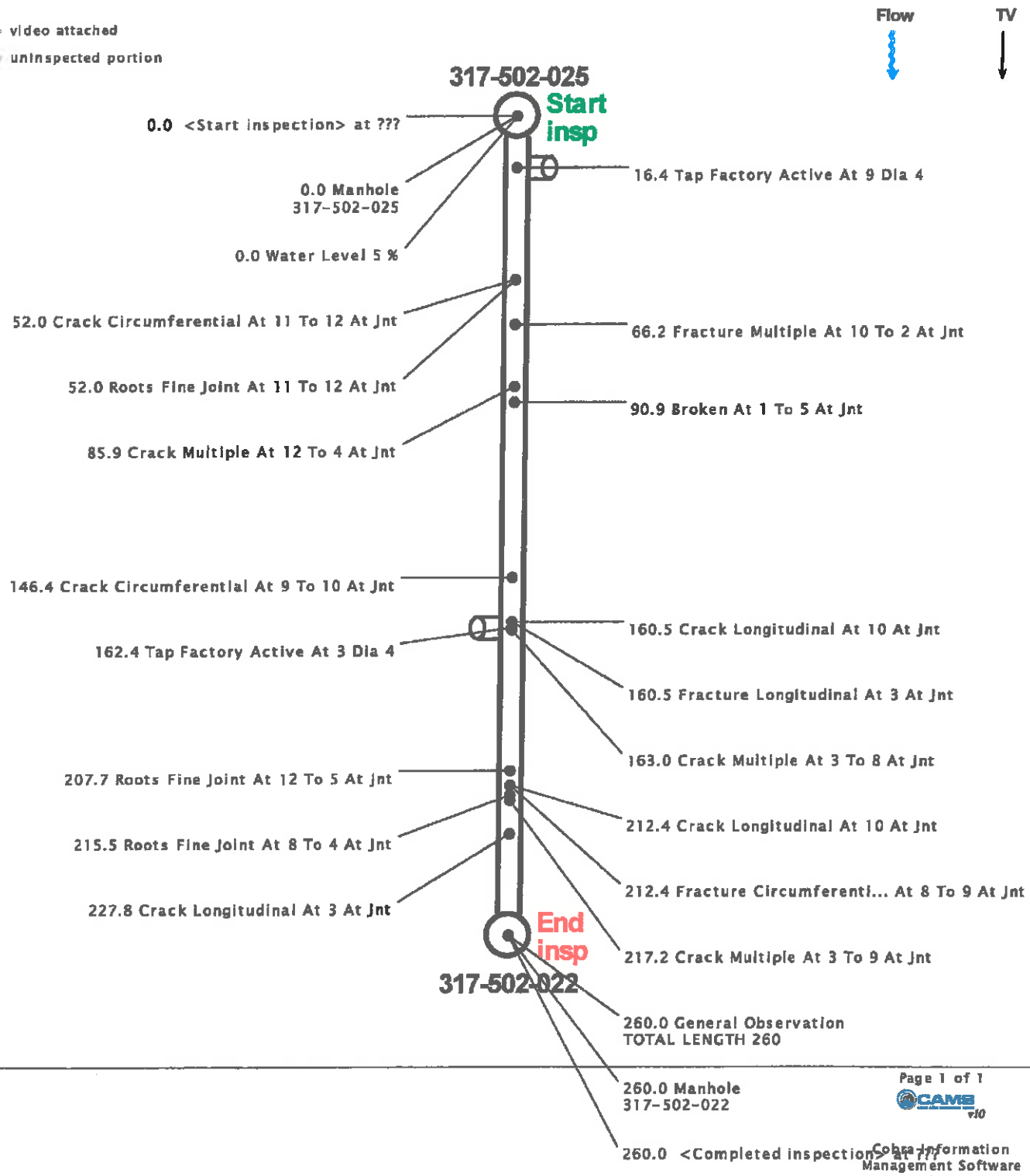
PSR	Street	City
317-502-025-022	NW 4TH AVE & NW 7TH CT	BOYNTON BEACH

Date	Time	Weather	Ht/Dia	Width	Shape	Material	Length Surveyed	Total Length	Status
11/09/2009		Dry	8	0	Circular	VCP	260.0	260.0	Completed

Video Name	Additional Info	Purpose	Sheet
317-502-025-022_11_9_2009.mp4 ☒		Routine Assessment	1

☒ = video attached

☒ = uninspected portion



CAMB v10

Cobra Information Management Software
www.cobratec.com

Plan View Report

MH 317-502-030 to 317-502-029

Downstream Inspection

PSR	Street	City
317-502-030-029	406 NW 8TH ST	BOYNTON BEACH

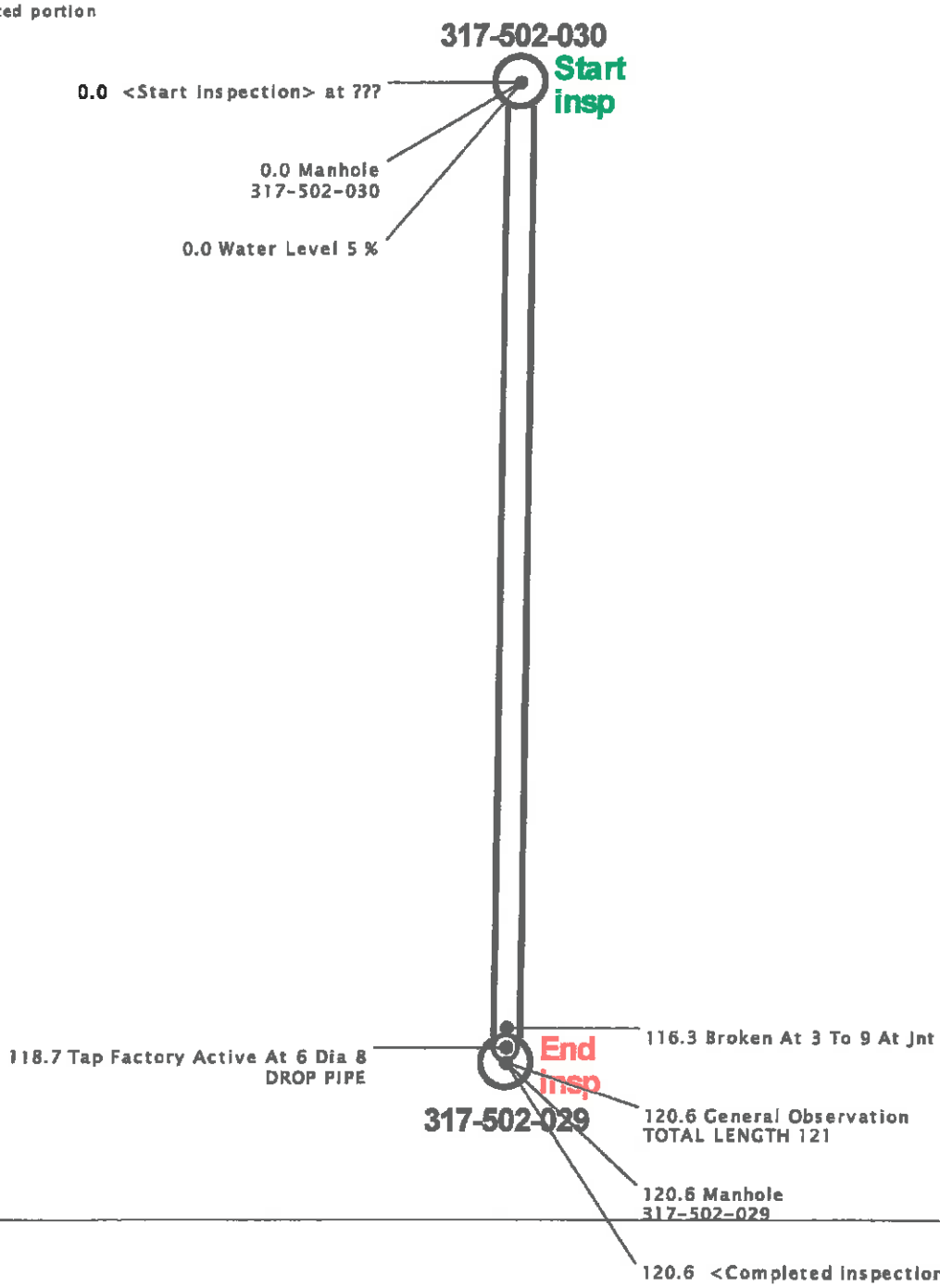
Date	Time	Weather	Ht/Dia	Width	Shape	Material	Length Surveyed	Total Length	Status
11/16/2009		Dry	8	0	Circular	VCP	120.6	120.6	Completed

Video Name	Additional Info	Purpose	Sheet
317-502-030-029_11_16_2009.mp4 ☒		Routine Assessment	1

☒ = video attached

☒ = uninspected portion

Flow TV



CAMS v10

Cobra Information Management Software
www.cobratec.com

Plan View Report

MH 317-502-031 to 317-502-030

Downstream Inspection

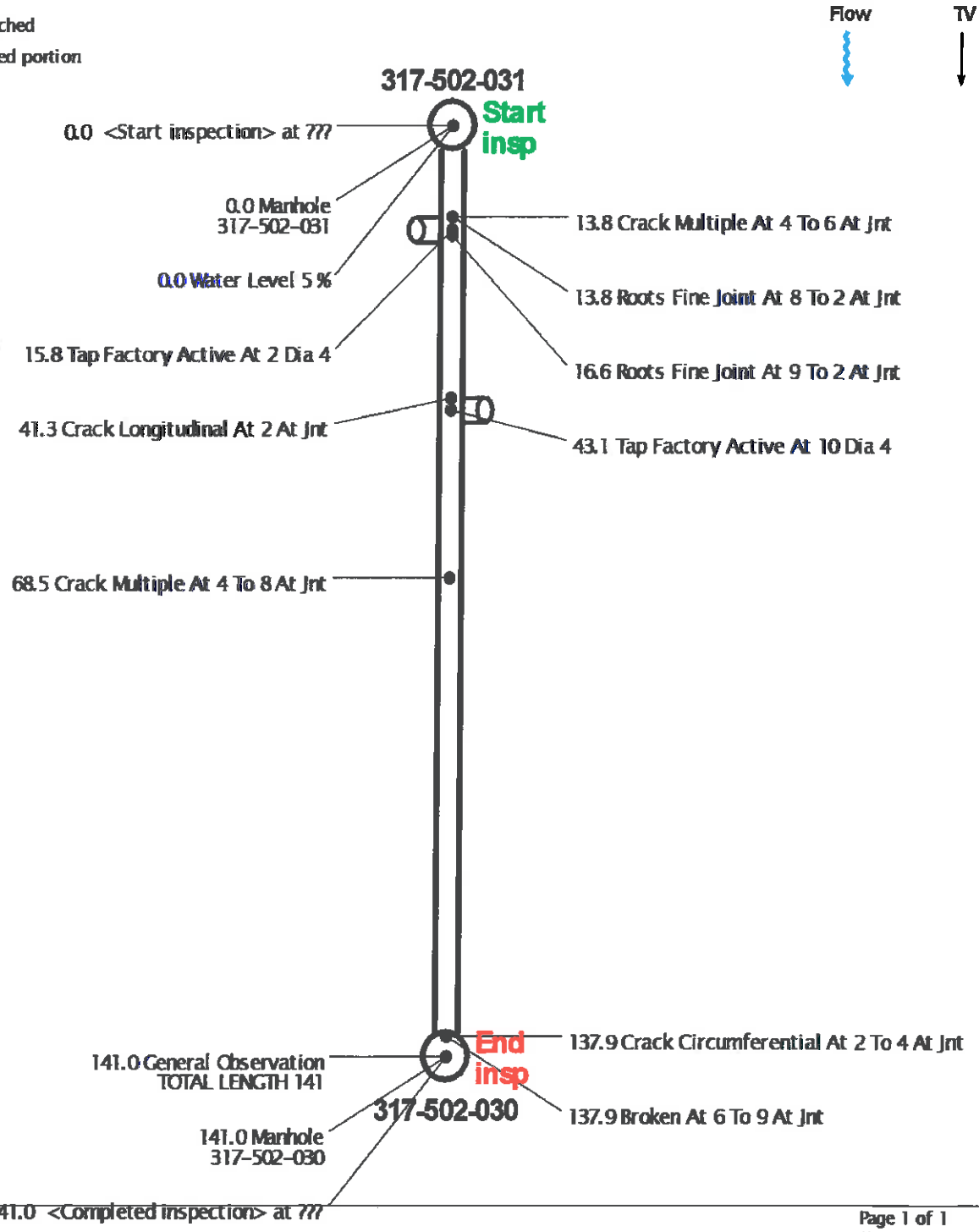
PSR	Street	City
317-502-031-030	516 NW 8TH ST	BOYNTON BEACH

Date	Time	Weather	Ht/Dia	Width	Shape	Material	Length Surveyed	Total Length	Status
11/16/2009		Dry	8	0	Circular	VCP	141.0	141.0	Completed

Video Name	Additional Info	Purpose	Sheet
317-502-031-030_11_16_2009.mp4 ☒		Routine Assessment	1

☒ = video attached

☒ = uninspected portion



CAMS v10

Cobra Information Management Software
www.cobrasoft.com

Plan View Report

MH 317-502-032 to 317-502-031

Downstream Inspection

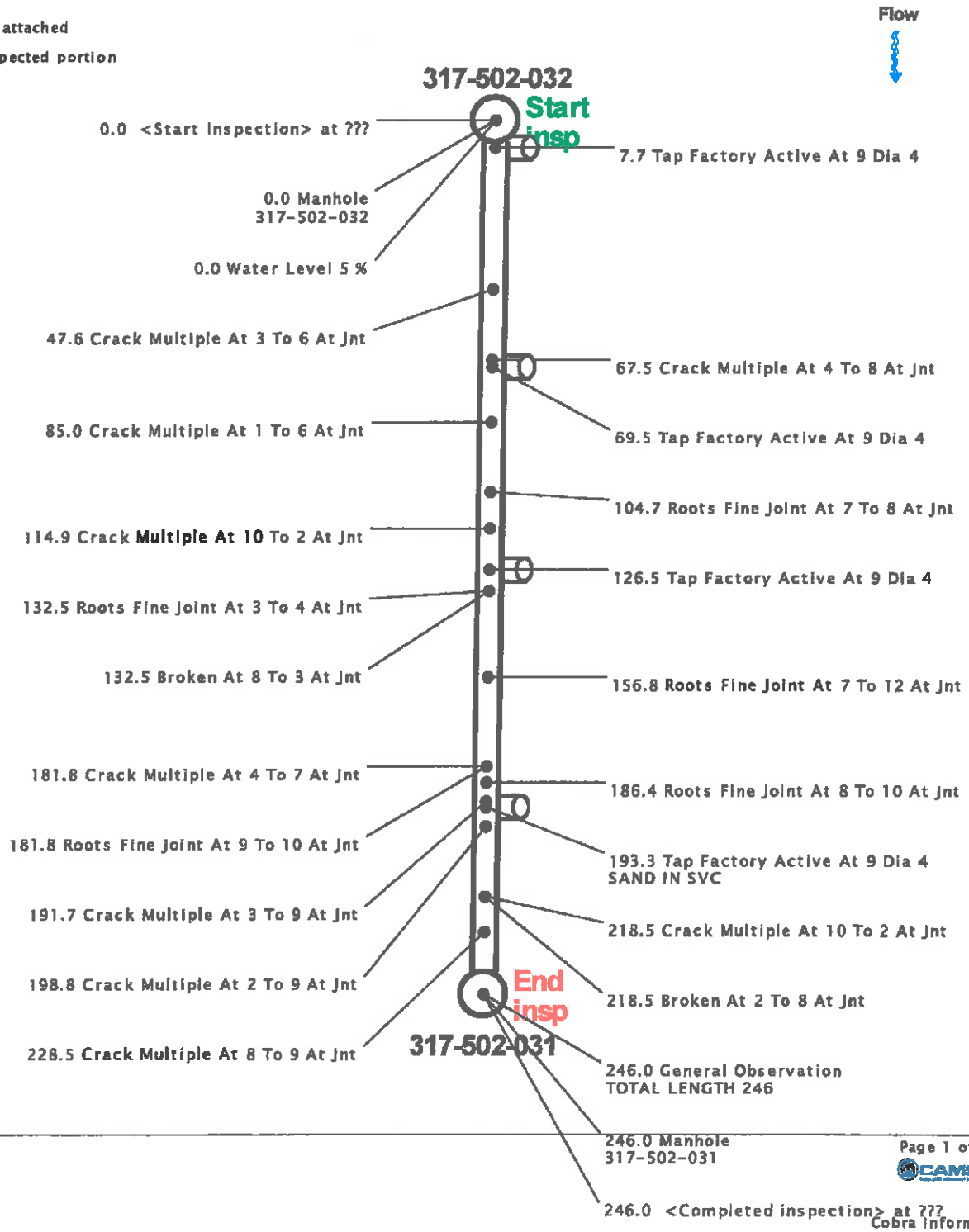
PSR	Street	City
317-502-032-031	510 NW 8TH CT	BOYNTON BEACH

Date	Time	Weather	Ht/Dia	Width	Shape	Material	Length Surveyed	Total Length	Status
11/16/2009		Dry	8	0	Circular	VCP	246.0	246.0	Completed

Video Name	Additional Info	Purpose	Sheet
317-502-032-031_11_16_2009.mp4	☒	Routine Assessment	1

☒ = video attached

☒ = uninspected portion



CAMS v10

Cobra Information Management Software
www.cobratec.com

Plan View Report

MH 317-502-033 to 317-502-032

Downstream Inspection

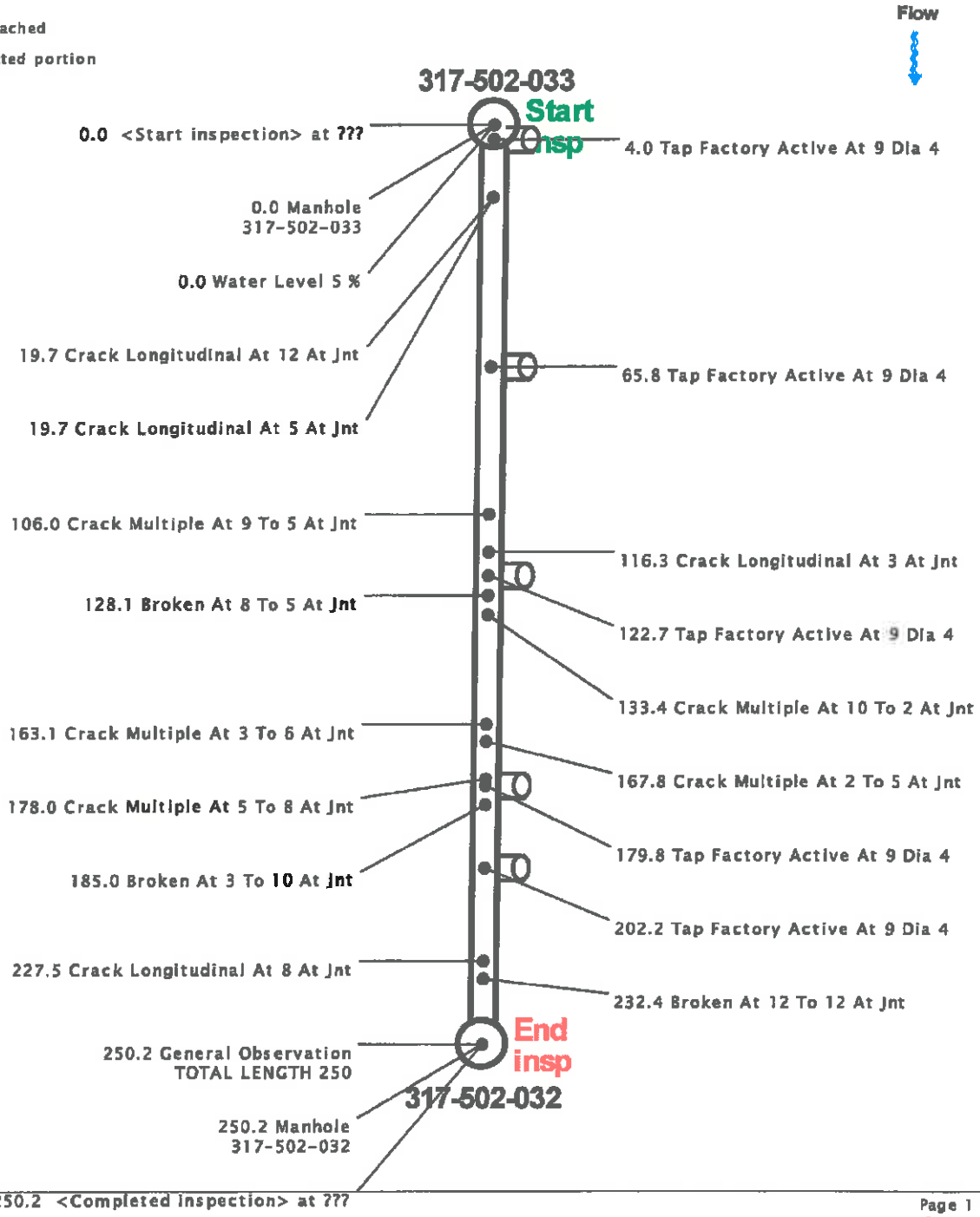
PSR	Street	City
317-502-033-032	500 NW 8TH CT	BOYNTON BEACH

Date	Time	Weather	Ht/Dia	Width	Shape	Material	Length Surveyed	Total Length	Status
11/17/2009		Dry	8	0	Circular	VCP	250.2	250.2	Completed

Video Name	Additional Info	Purpose	Sheet
317-502-033-032_11_17_2009.mp4 ☒		Routine Assessment	1

☒ = video attached

☒ = uninspected portion



CAMS v10

Cobra Information Management Software
www.cobratec.com

Plan View Report

MH 317-502-037 to 317-502-036

Downstream Inspection

PSR	Street	City
317-502-037-036	500 NW 8TH ST	BOYNTON BEACH

Date	Time	Weather	Ht/Dia	Width	Shape	Material	Length Surveyed	Total Length	Status
11/11/2009		Dry	8	0	Circular	VCP	221.9	221.9	Completed

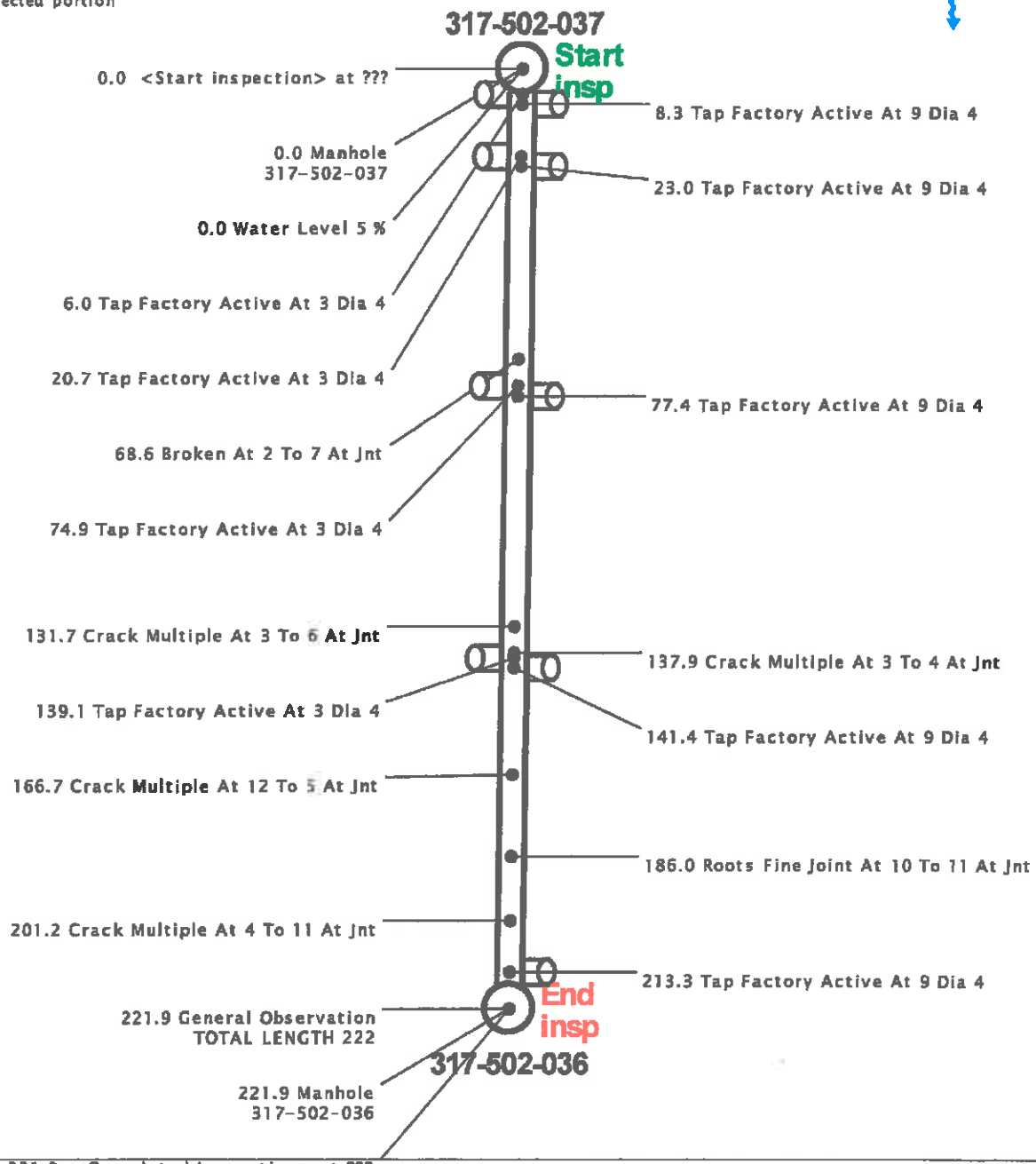
Video Name	Additional Info	Purpose	Sheet
317-502-037-036_11_11_2009.mp4 ☒		Routine Assessment	1

☒ = video attached

☒ = uninspected portion

Flow

TV



CAMS v10

Cobra Information Management Software
www.cobratec.com

CURED-IN-PLACE PIPE LINING (CIPP)
Phase 5.1
RFQ No. 057-2821-16/TP
TABLE 1 Phase 5.1 Pipe Segments

Basin	Pipe Segment	Address	Up Depth	Down depth	Dia	Length	No of Laterals	Pre-Cleaning
317-317	317-317-004-005	Winchester Park Blvd	11	13	10	402.9	0.0	Heavy Cleaning
3171						402.9		
317-501	317-501-004-003	510 INDUSTRIAL AVE	6	8	8	161.8	4.0	Jetting
317-501	317-501-021-020	INDUSTRAL DR.	4	5	8	236.1	1.0	Jetting
5012						397.9		
317-502	317-502-009-008	855 NW 8TH AVE	12	14	8	175.9	4.0	Heavy Cleaning
317-502	317-502-022-018	436 NW 7TH ST	5	8	8	337.7	7.0	Jetting
317-502	317-502-024-023	645 NW 7TH ST	4	6	8	289.6	7.0	Jetting
317-502	317-502-025-022	NW 4TH AVE & NW 7TH CT	5	5	8	260.0	2.0	Jetting
317-502	317-502-030-029	406 NW 8TH ST	6	12	8	120.6	0.0	Jetting
317-502	317-502-031-030	516 NW 8TH ST	6	6	8	141.0	2.0	Jetting
317-502	317-502-032-031	510 NW 8TH CT	6	6	8	246.0	4.0	Jetting
317-502	317-502-033-032	500 NW 8TH CT	4	6	8	250.2	5.0	Jetting
317-502	317-502-037-036	500 NW 8TH ST	5	6	8	221.9	9.0	Jetting
5029						2042.9	45.0	

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/16/2017

REQUESTED ACTION BY COMMISSION:
PROPOSED RESOLUTION NO. R17-049 - Authorize the City Manager to sign a three year contract with ESRI of West Palm Beach, FL for a Small Government Enterprise License Agreement through a sole source with a total cost of $150,000.

EXPLANATION OF REQUEST:
AGREEMENT PERIOD: June 1, 2017 - May 31, 2020
In order to meet the growing needs of City departments in the use of geographic information systems (GIS) software, we have determined that upgrading our current license agreement with ESRI (the software provider for our GIS) to the Small Government Enterprise License Agreement would be the best value. The agreement is a contract for a term of three years and represents a significant upgrade to our GIS capacity.

The reasons for our findings are the following:

1) Our current ESRI licensing agreement no longer provides a sufficient amount of software licenses to meet the needs of various projects that are either in progress, such as those of Utilities, or those that have yet to be started in other departments for the purposes of realizing new operational efficiencies through the use of GIS technologies. In fact, the City's Information Technology Services Department, of which GIS is a division, commissioned a 2015 GIS strategic plan, which highlights such potential projects across the organization and recommends this kind of investment in order to expand the capacity of GIS to accomplish these tasks.

2) We compared three options; purchasing ESRI software licenses individually, as part of the current ESRI licensing agreement, or the Small Government Enterprise License Agreement. Our comparison shows that over three years, the first option would cost $158,700, the second $128,700, and third $140,000 (which includes a proration of our existing agreement), respectively. However, the second option would require a first year outlay of $21,300 more than the third option and provide only slightly more than the minimum necessary to satisfy the demand of Utilities, but not across the rest of the organization where GIS is applicable. The amount of licenses and software offered by the third option, the Small Government Enterprise License Agreement, is far greater in value than the $11,300 difference in the three year cost as compared to the second option and meets existing and future needs through the next three to six years. A breakdown of these costs will be attached to illustrate these options.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The benefits to the City are considerable as the upgrades will enable a faster enactment of the potential projects that were identified in a report in 2015 which highlighted a number of exciting improvements across the city with particular emphasis on public interactions. This will enable us to provide online information to the public on a variety of issues such as parks, public art and more general geographical data such as flood zones and aerials.
Currently the Utility is the major user of GIS and will be going forward. There are over 1000 miles of underground pipes, over 200 pumping stations, 4000+ fire hydrants and over 20,000 valves that need to be correctly located and identified. This data is also used for our asset management systems, hydraulic modelling and day to day locating functions. The utility has an internal objective to have this information accurate and

available to every employee either on a tablet, desktop or smartphone. This will greatly improve our efficiency when dealing with issues in the field.

FISCAL IMPACT: Non-budgeted Annual amounts will be paid from ITS account 001-1510-513-46-91 and Utilities account 401-2821-536-46-91.

ALTERNATIVES: The alternative is to purchase additional licenses on a piecemeal basis. This will not provide the enhanced functionality of the Small Government Enterprise License 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 and authorizing the City Manager to sign a three year Small Government Enterprise License Agreement for GIS
Addendum	ESRI Cover Letter
Addendum	License Agreement
Addendum	ESRI Sole Source Letter

REVIEWERS:

Department	Reviewer	Action	Date
Utilities	Pigott, Bevis	Approved	5/3/2017 - 11:21 AM
Finance	Howard, Tim	Approved	5/9/2017 - 9:24 AM
Legal	Swanson, Lynn	Approved	5/11/2017 - 2:09 PM
City Manager	LaVerriere, Lori	Approved	5/12/2017 - 9:36 AM

RESOLUTION NO. R17-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN A THREE YEAR SMALL ENTERPRISES AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT IN THE TOTAL AMOUNT OF $150,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in order to meet the growing needs of City departments in the use of geographic information systems (GIS) software, staff has determined that upgrading the current license agreement with ESRI to the Small Government Enterprise License Agreement would be the best value and represents a significant upgrade to our GIS capacity; and

WHEREAS, the current ESRI licensing agreement no longer provides a sufficient amount of software licenses to meet the needs of various projects that are either in progress, such as those of Utilities, or those that have yet to be started in other departments for the purposes of realizing new operational efficiencies through the use of GIS technologies; and

WHEREAS, upon recommendation of staff, the City Commission does hereby approve and authorize the City Manager to sign a Three Year Small Enterprise Agreement County and Municipality Government with ESRI of West Palm Beach, FL for a total cost of $150,000.00.

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

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

Section 2. The City Commission hereby approves and authorizes the City Manager to sign a Three Year Small Enterprise Agreement County and Municipality Government with ESRI of West Palm Beach, FL for a total cost of $150,000.00, a copy of which is attached hereto as Exhibit “A”.

Section 3. That this Resolution shall become effective immediately.

PASSED AND ADOPTED this _____ day of _____, 2017.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____

Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

March 22, 2017

Mr. Yury Konnikov
City of Boynton Beach
100 E Boynton Beach Blvd
Boynton Beach, FL 33435-3899

Dear Yury,

The Esri Small Municipal and County Government Enterprise License Agreement (ELA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the ELA for the term of the agreement. The ELA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise license agreement.

An ELA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the ELA.

- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the ELA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.

- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.

- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the ELA who may directly contact Esri for Tier 2 technical support.

- The organization will provide an annual report of installed Esri software to Esri.

380 New York Street
Redlands, California 92373-8100 USA
909 793 2853
info@esri.com
esri.com

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.

- The organization will act as an Esri reference site and will permit Esri to publicize its use of Esri software and services.

- The fee and benefits offered in this ELA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government ELA terms and conditions.

- Licenses are valid for the term of the ELA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this ELA offer:

1. Sign and return the whole agreement per the instructions in the terms and conditions.

2. On the first page of the ELA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:

Esri Attn: Customer Service SG-ELA 380 New York Street Redlands, CA 92373-8100	e-mail: service@esri.com fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Ali Fain

Quotation # 20504636

Date: March 22, 2017

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
303 Evernia St.
Suite 300
West Palm Beach, FL 33401
Phone: (561) 832-4116 **Fax: 561-832-1058**
DUNS Number: 06-313-4175 **CAGE Code: 0AMS3**

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 03/22/2017 To: 06/20/2017

Customer # 101023 **Contract # ENTERPRISE AGREEMENT**

City of Boynton Beach
Information Technology Services
100 E Boynton Beach Blvd
Boynton Beach, FL 33435-3899

ATTENTION: Yury Konnikov
PHONE: (561) 742-6071
FAX: (561) 742-6092

Material	Qty	Description	Unit Price	Total
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement - Year 1	45,000.00	45,000.00
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement - Year 2	50,000.00	50,000.00
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement - Year 3	55,000.00	55,000.00

Item Total:	150,000.00
Subtotal:	150,000.00
Sales Tax:	0.00
Estimated Shipping & Handling(2 Day Delivery) :	0.00
Contract Pricing Adjust:	0.00
Total:	$150,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Ali Fain **Email:** afain@esri.com **Phone:** (561) 832-4116 x8742

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

FAINA **This offer is limited to the terms and conditions incorporated and attached herein.**

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)

This Agreement is by and between the organization identified in the Quotation (**"Licensee"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Licensee's use of Products and incorporates by reference (i) the Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the License Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Licensee is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Optional Server
ArcGIS Image Server

Developer Tools
ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Annual Subscription to Esri Developer Network (EDN) Standard*
Two (2) Esri CityEngine Advanced Single Use Licenses
250 Level 1 ArcGIS Online Named Users
250 Level 2 ArcGIS Online Named Users
37,500 ArcGIS Online Service Credits
250 Level 1 ArcGIS Enterprise Named Users
250 Level 2 ArcGIS Enterprise Named Users
5 Insights for ArcGIS

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**4**
Number of Tier 1 Help Desk individuals authorized to call Esri	**4**
Maximum number of sets of backup media, if requested**	**2**
Self-Paced e-Learning	**Uncapped**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

*Maintenance is not provided for these items
**Additional sets of backup media may be purchased for a fee

Licensee may accept this Agreement by signing and returning the whole Agreement with a signed sales quotation, purchase order, or other document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN LICENSEE'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of Licensee's Ordering Document incorporating this Agreement by reference, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Licensee)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

LICENSEE CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the License Agreement, the following definitions apply to this Agreement:

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Licensee's organization(s).

"Fee" means the fee set forth in the Quotation.

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means the applicable license agreement for Esri Products incorporated by this reference that is (i) found at http://www.esri.com/legal/software-license and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri license agreement that supersedes such electronically acknowledged license agreement.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Licensee during the Term of Agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Licensee.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Licensee's point of contact(s) to provide all Tier 1 Support within Licensee's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support. Licensee will receive Tier 2 Support from Esri.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Licensee a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the term provided on the first page (i) for the applicable Fee and (ii) in accordance with the License Agreement.

2.2 Consultant Access. Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Products exclusively for Licensee's benefit. Licensee will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Licensee. Access to or use of Products by consultants or contractors not exclusively for Licensee's benefit is prohibited. Licensee may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Licensee locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Licensee.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Licensee is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Licensee an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate on expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Licensee is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Licensee. Licensee may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Licensee via written notice for incorporation into the Products schedule at no additional charge. Licensee's use of new or updated Products requires Licensee to adhere to applicable additional or revised terms and conditions of the License Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at http://support.esri.com/en/content/productlifecycles. Updates for Products in the mature and retired phases may not be available. Licensee may continue to use Products already Deployed during the Term of Agreement, but Licensee will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at http://www.esri.com/legal). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Licensee may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Licensee will provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial points of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case. The Tier 1 Help Desk may also use any other information and databases that may be developed to satisfactorily resolve the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Licensee may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Licensee's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Licensee will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Licensee will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration date of this Agreement, Licensee will provide Esri with a written report detailing all Deployments. Upon request, Licensee will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 **Orders, Delivery, and Deployment**

a. Upon the Effective Date, Esri will invoice Licensee and provide Authorization Codes to activate the nondestructive copy protection program that enables Licensee to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee thirty (30) calendar days before the annual anniversary date for each additional year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.

c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Licensee acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Licensee will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Licensee to issue a purchase order. Licensee may submit a purchase order in accordance with its own process requirements, provided that if Licensee issues a purchase order, Licensee will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Licensee will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each additional year.

a. All orders pertaining to this Agreement will be processed through Licensee's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Licensee name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, Or Divestitures

If Licensee is a commercial entity, Licensee will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Licensee with or into another corporation or entity; (ii) Licensee's acquisition of another entity; or (iii) a transfer or sale of all or part of Licensee's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Licensee's organization, that portion of Licensee's organization will transfer the Products to Licensee or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Licensee will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373
E-mail: jricks@esri.com

DATE: June 8, 2016

TO: To Whom It May Concern

RE: Esri Sole Source Justification for Geographic Information System Software

This letter confirms that Esri, as owner and manufacturer, is the sole-source provider of **software maintenance** (technical support plus Esri software updates/upgrades) for Esri products.

Esri is the sole-source provider of the following Esri products in the commercial, state, and local government marketplace:

- ArcGIS for Desktop & Extensions Subscription (Basic, Advanced, Standard)
- ArcGIS for Aviation Bundle
- ArcGIS for Desktop Advanced
- ArcGIS for Desktop Standard
- ArcGIS for Maritime Bundle
- ArcGIS for Server and extensions
- ArcGIS Online (excluding data owned by 3rd party providers)
- ArcGIS Runtime and Extensions
- Certain proprietary training courses
- Esri Business Analyst Online
- Esri Business Analyst Server
- Esri Community Analyst
- Esri Defense Mapping Bundle
- Esri Developer Network (EDN) subscriptions
- Esri MapStudio
- Esri Maps Products
- Esri Roads and Highways
- Esri Services Packages
- Portal & Hosted Portal for ArcGIS

In an effort to support diversity in federal contracting, Esri has authorized certain small businesses (see GSA Advantage! for details) as resellers of the following Esri products to eligible entities purchasing under a GSA Schedule. Esri GSA resellers cannot sell Esri software to state or local entities:

- ArcGIS for Aviation
- ArcGIS for Desktop Advanced
- ArcGIS for Desktop Standard
- ArcGIS for Maritime: Bathymetry
- ArcGIS for Maritime: Charting
- ArcGIS for Server and extensions
- Esri Business Analyst Server
- Esri Defense Mapping
- Esri Production Mapping

Esri distributes certain software licenses, ***excluding those listed above***, through open-market value-added resellers and distributors. If you have further questions, please contact me at 909-793-2853, extension 1-1990.

Jackie Ricks

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/16/2017

REQUESTED ACTION BY COMMISSION: Receive staff update on the group homes moratorium and corresponding zoning study.

EXPLANATION OF REQUEST:
On January 17, 2017 the City Commission adopted Ordinance No. 16-025 thereby establishing a moratorium on the processing of and issuance of licenses, business tax receipts, development orders, certificates of use or permits for all group homes in the City until June 4th. This moratorium supported Resolution R16-165, and Notice of Intent 2016-165 for "Zoning in Progress" and a study period to involve the evaluation of the City's Zoning and Land Development Regulations, applicable Federal Laws, and processes related to regulating group housing. The moratorium, unless extended, will expire on June 4th.

Objectives of the study have included the following:

- To determine the extent that local regulations can contribute to the regulatory system intended to protect group home residents including persons in drug and alcohol treatment programs;
- To maintain compliance with Federal requirements that protect persons with disabilities: and,
- To maintain the quality of single-family neighborhoods in order to meet the needs and expectations of local residents including both the conventional family and group home family.

Staff is currently finishing the analysis and drafting proposed amendments to the Land Development Regulations including application requirements for review by the Planning & Development Board on May 23, 2017. Subsequent to review by the Board the proposed amendments would be forwarded to the City Commission on June 20th.

Of most significance, the proposed amendments include a requirement for certification of all sober houses by FARR, and a very reasonable distance separation standard of 300 feet (to be applied to all types of group homes. The amendments would also include an increase in the parking standard applicable to all single-family homes, maximum yard area to be used for vehicle parking, along with required adjustments in definitions and the Zoning Matrix.

The attached memorandum provides further explanation of staff findings and justification for certain recommended amendments to the Land Development Regulations.

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

FISCAL IMPACT:
N/A

ALTERNATIVES: None recommended

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Addendum	Staff Update Memo

REVIEWERS:

Department	Reviewer	Action	Date
Planning and Zoning	Rumpf, Michael	Approved	5/9/2017 - 2:26 PM
Planning and Zoning	Mack, Andrew	Approved	5/9/2017 - 3:11 PM
Planning and Zoning	Groff, Colin	Approved	5/10/2017 - 5:06 PM
Finance	Howard, Tim	Approved	5/11/2017 - 8:18 AM
Legal	Swanson, Lynn	Approved	5/11/2017 - 2:07 PM
City Manager	LaVerriere, Lori	Approved	5/12/2017 - 9:38 AM

DEPARTMENT OF DEVELOPMENT
PLANNING AND ZONING
Memorandum PZ 17-025

TO: Lori LaVerriere
City Manager

THROUGH: Andrew Mack
Development Director

FROM: Michael Rumpf
Planning and Zoning Director

DATE: May 9, 2017

RE: Update report on the group homes moratorium and corresponding zoning study.

OVERVIEW

On January 17, 2017 the City Commission adopted Ordinance No. 16-025 thereby establishing a moratorium on the processing of and issuance of licenses, business tax receipts, development orders, certificates of use or permits for all group homes in the City until June 4th. This moratorium supported Resolution R16-165, and Notice of Intent 2016-165 for "Zoning in Progress" and a study period to involve the evaluation of the City's Zoning and Land Development Regulations, applicable Federal Regulations, and processes related to group housing. The moratorium, unless extended, will expire on June 4th.

Objectives of the study have included the following:

- To determine the extent that local regulations can contribute to the regulatory system intended to protect group home residents including persons in drug and alcohol treatment programs;
- To maintain compliance with Federal requirements that protect persons with disabilities; and
- To maintain the quality of single-family neighborhoods in order to meet the needs and expectations of local residents including both the conventional family and group home family.

<u>Protection of residents within "sober homes" and compliance with Federal Laws</u>

Accommodating sober homes in the community supports an important step in the care of individuals being treated for addictions to drugs and/or alcohol. Unfortunately, this step has

been a magnet for unscrupulous landlords, sober home operators and service providers who are essentially exploiting patients in order to maximize a profit. Despite the fact that this problem involves “disabled” persons who have special living, medical, counseling and social needs, there is currently no regulatory system or oversight to ensure that such needs are met. Essentially anyone can rent their house out for sober home use, or anyone can rent a house to operate a sober home. Documented incidences involving emergency medical calls, neighborhood disturbances, and insurance fraud motivated consideration of laws at the state level. Local task forces and legislative committees were established to research the problem, provide a conduit for collecting local feedback, and consider and draft laws to regulate this growing problem.

The state’s involvement continues to increase. After a failed attempt in 2014, state laws were adopted in 2015 that established the voluntary certification program incentivized by limiting referrals of clients from state-licensed treatment/service providers to only those sober homes that are certified by FARR. “FARR” stands for the Florida Association of Recovery Residences. FARR is the agency chosen by the State of Florida to administer the voluntary certification process for participating sober homes.

Staff has researched this certification process and interviewed representatives of FARR, as well as reviewed case law and other documents that describe the limitations on and warnings about laws that directly or indirectly impact group homes that house disabled persons. One such document is the very current 2016 Joint Statement of the Department of Housing and Urban Development and Department of Justice on State and Local Land Use Laws and Practices and the application of the Fair Housing Act. Simply written, any regulations and processes established by the City cannot discriminate, by intent or effect, against disabled persons and the City must not interfere with access to housing and treatment services. Interference with such access could lead to a violation of the Americans with Disabilities Act (ADA) and/or Fair Housing Act (FHA).

Staff has therefore attempted to maintain proposed regulations and processes that are as neutral as possible in their application.

<u>Maintaining quality residential environments</u>

Maintaining quality residential neighborhoods is intended to benefit both the conventional family as well as those persons in group housing. Interesting is the fact that the same residential characteristics sought by the average conventional family (e.g. safe, clean, peaceful, social interaction and compatibility, etc.), generally represents the same target environment intended by the FHA and ADA in avoiding institutional settings for mainstreaming persons back into the community. The courts have historically supported government’s objective of

maintaining the single-family character of a neighborhood. Supreme Court Justice Douglas in 1974 very eloquently described the virtues of a single-family neighborhood as:

> "*A quiet place where yards are wide, people few, and motor vehicles restricted are legitimate guidelines in land-use project addressed to family needs…The police power is not confined to elimination of filth, stench, and unhealthy places. It is amply to lay out zones where family values, youth values, and the blessing of quiet seclusion and clean air make the area a sanctuary for people.*"

Although this case involved support for the traditional definition of a family within local zoning regulations, the emphasis of the Supreme Court in its review of Village of Belle Terre v. Boraas was on its support for the objective of government to maintaining the single-family character of a neighborhood. Justice Douglas described both the tangible and intangible characteristics that comprise the single-family neighborhood.

Other cities in addition to Boynton Beach have experienced "worst case" examples of group homes impacting residential neighborhoods, whether involving emergency calls, overdoses, and arrests of operators, or increased traffic and other nuisances. On Riviera Drive in Boynton Beach, where there were three (3) sober houses operating simultaneously on this short cul-de-sac/dead end street, traffic volumes were counted in excess 200% of the average daily volume for a single-family neighborhood (based on the nationally-recognized standards of the ITE). With respect to emergency calls, this small neighborhood generated twice the emergency calls than a neighborhood of similar size and design that contained no operating group homes. This data was collected as part of the review and response to a request for reasonable accommodation to increase the number of allowed residents from 6 to 12. This data was collected in December, 2015 and is being used to support the proposed amendments to the Land Development Regulations which may conflict with federal guidelines and the safe and conservative direction taken to regulate group homes. While distance separation standards have been found in violation of the FHA or ADA as it places a standard on housing for the disabled that is not applicable to all homes, the above-referenced data indicates that the clustering of group homes in certain circumstances can generate measurable negative impacts that deteriorate the fabric and expected quality of life in a given neighborhood. It would also appear that most spacing requirements that have been challenged have not been reasonable.

In addition to traffic and emergency calls, such uses also have the potential to exceed the parking capacity of a single-family parcel. Driving-age residents of a group home can total 5 or 6 (as long as the group home Is not exceeding the maximum persons standard). This excludes visitors, transport vehicles, counselors and overseers for the home. Given that the LDR only requires a minimum of 2 parking spaces per single family house, parking shortages are very possible, and can lead to excess parking on unimproved surfaces (i.e. front or side yards) or along the street.

PENDING REGULATIONS & SCHEDULE

Staff is currently finishing the analysis and drafting proposed amendments to the Land Development Regulations including application requirements for review by the Planning & Development Board on May 23, 2017. Then, in ordinance format, the proposed amendments would be forwarded to the City Commission on June 20th.

Of most significance, the proposed amendments include a requirement for certification of all sober houses by FARR, and a very reasonable distance separation standard of 300 feet to be applied to all types of group homes (it should be noted that Florida Statutes requires at least 1,000 feet between community residential homes which is a standard that many cities have used in regulating group homes). The amendments would also include an increase in the parking standard applicable to all single-family homes, maximum yard area to be used for vehicle parking, along with required adjustments in definitions and the Zoning Matrix.

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CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/16/2017

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 17-012 - FIRST READING - Approve the updated Chronic Nuisance Property Code.

EXPLANATION OF REQUEST:
Some real properties require disproportionate police, fire, and code enforcement services and cause an unnecessary burden on tax payers of the City. Since property owners are ultimately responsible for the conduct and actions that occur on their property, disproportionate calls for service are an indication that the properties are not being managed properly.

It is in the best interests of the health, safety, and welfare of the citizens and residents of the City to adopt an ordinance to identify and address properties that are not properly managed and/or maintained and which burden adjacent properties and the City.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Through a combined effort between City departments, a partnership will be created with owners to address the negative results caused by chronic nuisance activities and address excessive calls for service to the Police and Fire Departments.

FISCAL IMPACT: Non-budgeted
Non-budgeted.

ALTERNATIVES: Reject proposed ordinance.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Ordinance	Chronic Nuisance Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Police	Katz, Jeff	Approved	4/27/2017 - 4:15 PM
Legal	Swanson, Lynn	Approved	5/9/2017 - 4:57 PM
Finance	Howard, Tim	Approved	5/9/2017 - 6:20 PM
City Manager	LaVerriere, Lori	Approved	5/9/2017 - 7:23 PM

ORDINANCE NO. - _____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING CHAPTER 15 OF THE CITY'S CODE OF ORDINANCES; DELETING ARTICLE VIII IN ITS ENTIRETY AND REPLACING IT WITH A NEW ARTICLE VIII TO BE ENTITLED: "CHRONIC NUISANCE PROPERTY CODE"; PROVIDING A STATEMENT OF LEGISLATIVE INTENT; PROVIDING FOR IDENTIFYING PROPERTIES THAT ATTRACT OR ALLOW NUISANCE ACTIVITIES; REQUIRING CORRECTIVE ACTION BY PROPERTY OWNERS; PROVIDING PROCEDURES FOR ENFORCEMENT; PROVIDING FOR NOTICE, HEARING RIGHTS AND APPEALS; PROVIDING FOR ASSESSMENT AND RECOVERY OF COSTS, FINES AND FEES RELATED TO ENFORCEMENT; PROVIDING FOR LEVY AND COLLECTION OF NON-AD VALOREM ASSESSMENTS PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Commission finds that there is a relative amount of police use, fire rescue and community standards services use to which each parcel of real property is entitled as a taxpayer of the City; and

WHEREAS, the City Commission also finds that some real properties, hereinafter described as "chronic nuisance properties" require disproportionate police, fire rescue, and community standards services and cause an unnecessary burden on those public services and therefore on all taxpayers of the City; and

WHEREAS, property owners are ultimately responsible for the conduct and actions that occur on their property; and

WHEREAS, properties with disproportionate service calls are an indication that such properties are not being properly managed and/or maintained; and

WHEREAS, the City Commission, deems it appropriate and in the best interests of the health, safety and welfare of the citizens and residents of the City of Boynton Beach to adopt a CHRONIC NUISANCE PROPERTY CODE to identify and address properties that are not properly managed and/or maintained and which burden adjacent properties and the City.

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

Section 1. The foregoing "Whereas" clauses are true and correct and incorporated herein by this reference.

Section 2. Article XIII, of Chapter 15 of the City's Code of Ordinances is hereby created to read as follows:

Section 15-001 Statement of Legislative Intent:

Chronic nuisance properties present health, safety and quality of life concerns and exist when the persons responsible for such properties fail to take corrective action to abate nuisance activities or a nuisance condition. Chronic nuisance properties have a significant adverse effect on the quality of life, safety and health of the neighborhoods where they are located. Chronic nuisance properties are a financial and operational burden to the City by generating repeated calls for service to the properties. Chronic nuisance properties adversely affect the value of adjacent properties. The Boynton Beach Chronic Nuisance Property Code is enacted to address and reduce nuisance activities and/or nuisance conditions that disrupt quality of life and repeatedly occur or exist at properties. The nuisance abatement process hereinafter set forth may be used by the City in conjunction with any and all legal actions available to the City.

It is the City's intent:

1. To identify chronic nuisance activities and chronic nuisance conditions.
2. To hold accountable those persons responsible for such nuisance activities and/or conditions on the property.
3. To assist victims of crime and penalize those who commit crimes or those who permit conditions to exist that give rise to crime or excessive calls for service to the police and fire departments.
4. To establish rules, procedures, and penalties to address property owners that have chronic nuisance issues and fail to take corrective measures.
5. To work in partnership with the owners to address the negative results caused by chronic nuisance activities and/or conditions, and to improve the vitality of neighborhoods by addressing excessive calls for service to the police and fire departments.

68 **6.** To encourage owners and operators to cooperate by classifying calls for service
69 made by the owners or operators which demonstrate their commitment to abate
70 nuisance activities and/or conditions on their property such that the self-
71 reported activities will not be included as nuisance activity responses.
72 **7.** To establish the cost of City response and enforcement services to the property
73 owners identified as owning chronic nuisance properties.

74 **Section 15-0002 Definitions**

75 **(a) Action Plan**. A plan prepared by the City, incorporated in the Nuisance Abatement
76 Agreement, and agreed to by the owner to address and eliminate nuisance activity
77 on the owner's property by the implementation of proactive steps by the property
78 owner.

79 **(b) Chronic nuisance property**. A property on which one or more continuing nuisance
80 activities occurs or re-occurs.

81 **(c) Chronic Nuisance Services**. Remedial action(s) taken by the City to eliminate or
82 mitigate a nuisance condition that threatens public health, safety, or welfare.

83 **(d) Nuisance activity.** Nuisance activity or nuisance means any activities relating to the
84 following violations, whenever engaged in by the property owner, operator, agent,
85 tenant, or invitee of the property owner, operator, agent or tenant:

86 1. Chapter 3 - alcoholic beverages.
87 2. Chapter 15, article I - noise control regulations.
88 3. Chapter 15, article VIII - criminal street gang injunction.
89 4. Chapter 15, article X - sexual offender residency prohibition.
90 5. F.S. § 767.12[1] - dangerous dogs.
91 6. F.S. § 790.15(1) - discharging firearm in public.
92 7. F.S. § 796.06 - renting space to be used for prostitution.
93 8. F.S. § 796.07 - prostitution.

[1] All references to Florida Statute are to Florida Statutes 2016 or as amended thereafter.

9. F.S. § 800.03 - exposure of sexual organs.

10. F.S. § 806.13 - criminal mischief.

11. F.S. § 810.08 - trespass in structure or conveyance.

12. F.S. § 810.09 - trespass on property other than structure or conveyance.

13. F.S. § 812.014 - theft.

14. F.S. § 812.019 - dealing in stolen property.

15. F.S. § 812.173 - convenience business security.

16. F.S. § 823.01 - nuisances.

17. F.S. § 828.12 - cruelty to animals.

18. F.S. § 856.011 - disorderly intoxication.

19. F.S. § 856.015 - open house parties.

20. F.S. § 856.021 - loitering or prowling.

21. F.S. § 856.022 - loitering or prowling in close proximity to children.

22. F.S. ch. 874 - criminal gang enforcement and prevention.

23. F.S. § 877.03 - breach of the peace; disorderly conduct.

24. F.S. ch. 893 - any offense under the Florida Comprehensive Drug Abuse Prevention & Control Act, including but not limited to public nuisances as defined by §893.138.

25. Any other offense under state or federal law that is punishable by a term of imprisonment exceeding one year.

26. Two (2) or more calls for service within a period of thirty (30) calendar days to the same property for police, fire, medic, or other emergency personnel to assist an individual who displays the symptoms of an overdosed of a controlled substance.

(e) Nuisance Abatement Agreement. An agreement entered into between the City and

property owner that contains an "Action Plan" to be implemented by the property owner to address and abate the nuisance activity.

(f) Nuisance Condition. Any temporary or permanent condition on the property which arises from nuisance activity.

(g) Operator. Any agent; employee; property manager; tenant; sub-tenant; contractor; sub-contractor; licensee; invitee; or other individual or entity that is authorized by the property owner to supervise, manage, or otherwise control any activities which may occur on the property.

(h) **Pattern of nuisance activity**. Real property shall be deemed to exhibit a pattern of nuisance activity when:

(1) The police department has responded to three or more nuisance activities at the property within 30 days; or

(2) The police department has responded to seven or more nuisance activities at the property within six months; or

(3) An alcoholic beverage establishment that employs private security is located on the property and the police department has responded to five or more nuisance activities at the property within 30 days or 20 or more nuisance activities at the property within six months; or

(4) There is a failure to correct code violations by the time ordered by the special magistrate in any order entered pursuant to section 26-77 of this Code.

Section 15-003 Construction and application.

(a) Pattern of nuisance activity will not be construed to include:

(1) A nuisance activity where the property owner, operator, agent, tenant, or invitee of the property owner, agent or tenant is the victim of a crime; or

(2) A complaint or call for service to which the police department responded and determined that no violation was committed.

(3) A Domestic violence call.

146 **Section 15-004 Separate occurrences.**

147 (a) For purposes of this article, each day that the police department responds to a
148 nuisance activity at the property shall be a separate occurrence.

149 **Section 15-005 Declaration of Chronic Nuisance ; Action Plan.**

150 (a) If a pattern of nuisance activity exists upon real property, the City may declare
151 the property to be a chronic nuisance property. The City's Declaration of Chronic
152 Nuisance shall be sent to the property owner by hand delivery or certified mail,
153 return receipt requested, to the address listed on the ad valorem tax roll. The
154 City's Declaration of Chronic Nuisance constitutes a Notice of Violation which, if
155 unaddressed in an executed Nuisance Abatement Agreement, may be prosecuted
156 by the City before the City's Special Magistrate.

157 (b) Mailing to the property owner at the address listed on the ad valorem roll shall be
158 prima facie proof of delivery. Notice shall also be posted at the property where
159 the nuisance activities occurred. Removal of the posted Notice without written
160 approval from the City is prohibited. The Declaration of Chronic Nuisance shall be
161 sent with at least the following information:

162 (1) A reference to chapter 15, article XIII (the "City of Boynton Beach Chronic
163 Nuisance Property Code");

164 (2) The address and parcel control number of the property;

165 (3) The dates that the nuisance activities occurred at the property;

166 (4) A description of the nuisance activities;

167 (5) A proposed Nuisance Abatement Agreement which outlines the corrective
168 action to be taken by the property owner to remedy the nuisance activity.

169 (7) A statement that the property owner's failure to enter into the Nuisance
170 Abatement Agreement within 15 days of the Declaration of Chronic Nuisance
171 will result in a violation of this Article and further prosecution and enforcement
172 action by the City before the City's Special Magistrate or by other legal actions
173 available to the City;

174 (8) A statement that the costs of any chronic nuisance services provided by the City
175 to a property that has been declared to be a Chronic Nuisance may be levied
176 against the property as a non-ad valorem assessment superior to all other
177 private rights, interests, liens, encumbrances, titles and claims upon the
178 property and equal in rank and dignity with a lien for ad valorem taxes; and

179 (9) A statement that unpaid assessments may be certified to the tax collector for
180 collection pursuant to the uniform method provided in F.S. § 197.3632.

181 (10) A warning that the posted notice cannot be removed except with written
182 permission from the City.

183 (c) A Nuisance Abatement Agreement shall set forth a Corrective Action Plan with
184 specific measures that the property owner must take to curtail or eliminate the re-
185 occurrence of nuisance activities at the property. The Nuisance Abatement
186 Agreement shall contain a timetable for corrective action. The Corrective Action
187 Plan may include abatement measures which must be taken by the property owner
188 such as:

189 (1) Commencement of an eviction action by the property owner pursuant to
190 Chapter 83 Florida Statutes to remove from the property those individuals
191 engaged in the nuisance activity;

192 (2) Implementation of "crime prevention through environmental design" (CPTED)
193 measures;

194 (3) Frequency of site visits and inspections by the owner or owner's agents at
195 various times of both day and night;

196 (4) Hiring of property management;

197 (5) Hiring of private security;

198 (6) Installation of security cameras;

199 (7) Use of a written lease agreement which delineates prohibited tenant or tenant
200 invitee conduct;

201 (8) Criminal background checks for prospective tenants and lease renewals;

202 (9) Posting of "no trespassing" signs at the property and execution of a "no trespass
203 affidavit" authorizing the police department to act as an agent of the property
204 owner to enforce trespass statutes on the property;

205 (10) Regular requests to the police department for offense and incident reports
206 relating to the property. Reports are available through the records custodian of
207 the police department records division;

208 (11) Written documentation of any and all efforts to curtail or eliminate the re-
209 occurrence of nuisance activities on the property;

210 (12) Other action that the City determines is reasonably sufficient to curtail or
211 eliminate the re-occurrence of nuisance activities on the property.

212 (d) The City may agree to modify the proposed or finalized Nuisance Abatement
213 Agreement when the property owner demonstrates that modification will improve
214 nuisance abatement action.

215 (e) When a Nuisance Abatement Agreement is entered into, a memorandum of
216 agreement specifying the property address shall be recorded by the City in the
217 official records of Palm Beach County Florida.

218 (f) The City will periodically monitor the property to assure compliance for a period of
219 one (1) year following execution of the Agreement. If the property owner complies
220 with the Agreement, as determined by the City, the Declaration of Chronic Nuisance
221 will be rescinded, the City will issue and record a Notice of Compliance related to
222 the Memorandum of Agreement that was previously recorded, and no further action
223 by the property owner shall be required. The City may require the property owner
224 to enter into a new Agreement if a nuisance activity re-occurs.

225 (g) If the City determines during the monitoring period that the Action Plan is not
226 adequate to curtail or eliminate the re-occurrence of nuisance activities on the
227 property, the City may require the property owner to revise the Action Plan. The
228 determination as to whether or not the monitoring period is adequate is in the sole

229 and exclusive discretion of the City, based on the totality of the circumstances for
230 the specific property.

231 **Section 15-006 Refusal To Sign or Violation of Agreement.**

232 (a) When a property owner refuses to timely enter into a Nuisance Abatement
233 Agreement or subsequently violates the terms of an Agreement, the City may
234 prosecute its Declaration of Chronic Nuisance at a hearing before the City's Special
235 Magistrate.

236 (b) A request for hearing shall be filed by the Director of Community Standards or
237 designee with the City within 15 days from the deadline for entry into a Nuisance
238 Abatement Agreement or the violation of a provision of the Agreement or Action
239 Plan.

240 (c) The City shall schedule a hearing before the City's Special Magistrate. The hearing
241 shall be limited to the review of the record or evidence upon which the City based
242 the Declaration of Chronic Nuisance or the failure by the property owner implement
243 the Agreement/Action Plan and any rebuttal offered by the property owner. All
244 testimony shall be under oath and the City and property owner shall be afforded the
245 opportunity to call or cross-exam any witness.

246 (f) After hearing the testimony and evidence, the Special Magistrate shall either uphold
247 or reject (i) the City's Declaration of Chronic Nuisance or (ii) the notice of violation
248 regarding the Action Plan, as appropriate.

249 (g) The decision of the Special Magistrate shall be in writing and shall be deemed final.

250 (h) If the special magistrate upholds the notice of violation, the special magistrate shall
251 enter a Chronic Nuisance Order which shall:

252 (1) Contain findings of fact establishing a pattern of nuisance activity and a
253 violation of this article;

254 (2) Authorize the City to provide chronic nuisance services to the property;

255 (3) Authorize the City to bill the costs of any chronic nuisance services to the owner
256 of the chronic nuisance property;

257 (4) Provide for the mailing of a copy of the chronic nuisance service order by first
258 class mail to any mortgagee of record. Failure to provide a copy of the chronic
259 nuisance service order to a mortgagee of record shall not operate to release or
260 discharge any obligation under this article or otherwise affect the validity of a
261 chronic nuisance service order;

262 (5) Provide for the recording of a certified copy of the Magistrate's chronic nuisance
263 service order in the public records; and

264 (6) Provide for continuing jurisdiction over the chronic nuisance property.

265 (i) If the Special Magistrate rejects the City's Declaration of Chronic Nuisance of chronic
266 nuisance notice of violation, the Special Magistrate shall identify the factual,
267 procedural or legal error upon which the decision is based.

268 (k) An Order rejecting the City's Declaration of Chronic Nuisance shall not bar the City
269 from recommencing the chronic nuisance process.

270 **Section 15-007 Appeal of Orders of Special Magistrate**

271 The property owner or the City may appeal a final order of Special Magistrate to the
272 circuit court of Palm Beach County. Such an appeal shall not be a hearing de novo,
273 but shall be limited to appellate review of the record created before the Special
274 Magistrate. An appeal shall be filed within thirty (30) days of the execution of the
275 order to be appealed.

276 **Section 15-008 Finality and Duration of a chronic nuisance order.**

277 (a) Finality of Special Magistrates order. An order is final 30 days following entry.
278 Entry means the order is signed by the Special Magistrate and filed with the City
279 Clerk.

280 (b) Duration of Chronic Nuisance Order. The chronic nuisance order entered in
281 accordance with this section shall be terminated by subsequent Order of the
282 Special Magistrate when either the City or the Property Owner request
283 reconsideration of the original Order and the Magistrate finds that the nuisance
284 activities have been abated at the property for a period of one year. It is the

285 responsibility of the Property Owner to contact the City to document the
286 abatement. If the City determines that the nuisance has been abated, the one-year
287 time period specified herein shall commence as of the date of the City's
288 abatement determination.

289 **Section 15-009 Abatement of chronic nuisances; provision of services;**
290 **apportionment.**

291 (a) Abatement by City. The property owner is responsible for abatement of nuisances
292 on the property. In those circumstances when City staff, in consultation with the City
293 Attorney's Office, determines that conditions exist on the property that constitute
294 health and safety issues and the property owner has not taken remedial action, the
295 City may act in the interest of public health safety and welfare and take remedial
296 action. Example: the retention of stagnant water in pools, ponds, pots, or
297 containers that can serve as breeding sites for mosquitoes. The City may also take
298 abatement action when authorized to take action by a Special Magistrate or Judge.
299 The City's cost of taking remedial action shall be billed to the property owner and
300 such costs may be collected by the City by any legal means.

301 (b) Apportionment. City incurred costs in providing remedial action shall be entirely
302 apportioned to the assessed real property receiving the remedial service.

303 **Section 15-010 Establishment of costs; billing of costs; notice of delinquency.**

304 (a) Chronic nuisance service or remediation costs are established by City Commission
305 Resolution.

306 (b) Billing of chronic nuisance service or remediation costs. The City shall bill the
307 owner(s) of the chronic nuisance property by first class mail to the address listed on
308 the ad valorem tax roll. When there are multiple owners of a property, the City need
309 only bill one of the owners. The bill shall contain at least the following information:

310 (1) The address and parcel control number of the chronic nuisance property;

311 (2) The date of each chronic nuisance service;

312 (3) A brief description of each chronic nuisance service;

313 (4) The amount of the bill for each chronic nuisance service;

314 (5) A statement that the total amount of the bill shall be paid to the City within 30
315 days from the date of the bill and that any chronic nuisance service or
316 remediation cost which has not been paid within 30 days from the date of the
317 bill shall be delinquent;

318 (6) A statement that that any unpaid chronic nuisance service or remediation costs
319 will be levied against the property as a non-ad valorem assessment superior to
320 all other private rights, interests, liens, encumbrances, titles and claims upon
321 the property and equal in rank and dignity with a lien for ad valorem taxes; and

322 (7) A statement that unpaid assessments may be certified to the tax collector for
323 collection pursuant to the uniform method provided in F.S. § 197.3632.

324 (c) Notice of delinquency. The total amount of the bill shall be paid to the City within 30
325 days from the date of the bill. Any chronic nuisance service or remediation cost
326 which has not been paid within 30 days from the date of the bill shall be delinquent.
327 If the property owner fails to pay the total amount of the bill within 30 days from
328 the date of the bill, the City shall notify the property owner of the delinquency. The
329 notice of delinquency shall be by first class mail to the address listed on the ad
330 valorem tax roll and shall contain at least the following information:

331 (1) The address and parcel control number of the property;

332 (2) The amount of the delinquent billings, individual and total;

333 (3) A statement that that any unpaid chronic nuisance service costs will be levied as
334 a non-ad valorem assessment superior to all other private rights, interests,
335 liens, encumbrances, titles and claims upon the property and equal in rank and
336 dignity with a lien for ad valorem taxes; and

337 (4) A statement that unpaid assessments may be certified to the tax collector for
338 collection pursuant to the uniform method provided in F.S. § 197.3632.

339 (d) Construction of chronic nuisance service cost. Chronic nuisance service or costs
340 shall not include any amount attributable to general law enforcement activities or

341 the general enforcement of municipal codes upon a property that has not been
342 declared by the City to be a chronic nuisance and that has not received a chronic
343 nuisance service order from the Special Magistrate.

344 **Section 15-011 Method of notice; construction**.

345 (a) Notice. Unless otherwise provided, notice required by this article shall be by
346 certified mail, return receipt required and by first class mail to the address listed on
347 the ad valorem tax roll. Notice shall be posted at the property where the nuisance
348 activities occurred.

349 (b) Construction of notice. A property owner shall be deemed to have notice of a
350 nuisance activity if that property owner:

351 (1) has actual knowledge of the nuisance activity;

352 (2) has received notice of the nuisance activity;

353 (3) has reason to know about the nuisance activity;

354 (4) knows about a fact related to the nuisance activity; or

355 (5) is able to ascertain the existence of a nuisance by checking an official filing or
356 recording.

357 (c) The lack of knowledge of, acquiescence, or participation in, or responsibility for a
358 nuisance activity on the part of property owner shall not be a defense to any
359 enforcement of this article.

360 **Section 15-012 Change in title to chronic nuisance property**.

361 (a) Purchase at judicial sale upon final judgment of foreclosure. Every purchaser of a
362 chronic nuisance property at judicial sale upon final judgment of foreclosure shall
363 provide the City with an Action Plan and implement an Action Plan no later than 45
364 days from the date of sale.

365 (b) Receivership. Every trustee of a chronic nuisance property appointed after the entry
366 of a chronic nuisance service order shall provide the City with an Action Plan and

367 implement the Action Plan no later than 45 days from the date of appointment of
368 receiver in any state or federal action at law.

369 (c) Probate. Every personal representative of an owner of a chronic nuisance property
370 shall provide the City with an Action Plan and implement an Action Plan no later
371 than 45 days from the date of appointment. If the owner of the chronic nuisance
372 property died intestate, beneficiaries of the estate shall be required to provide the
373 City with an Action Plan and implement an Action Plan.

374 (d) Other changes in title to chronic nuisance property. An arms-length purchaser of a
375 chronic nuisance property that has purchased the property after entry of a chronic
376 nuisance service order for the property shall have 45 days from the date of closing
377 or recording of the order, whichever occurs last, to provide the City with a proposal
378 to release or modify a Nuisance Abatement Agreement or Action Plan. Until such
379 time as the City agrees to release or modify an Agreement, the Agreement shall be
380 enforceable as provided herein.

381 (e) To facilitate the transfer of property that is the subject of a chronic nuisance service
382 order or agreement, the City Manager is authorized without the necessity of City
383 Commission action, to modify Nuisance Abatement Agreements, waive the City's
384 rights under a Special Magistrate order, or compromise a fine or assessment owed
385 to the City, provided the City Manager has reasonable assurance the nuisance
386 conditions on the property will be remedied and will not re-occur under the new
387 ownership.

388 **Section 15-013 Construction of Article.**

389 (a) Levy of special assessments. This Article shall not be construed to limit the City from
390 levying special assessments in accordance with the amendments to the standard
391 unsafe building abatement code, as adopted by the City.

392 (b) Monthly re-inspection assessments. This Article shall not be construed to limit the
393 City from imposing monthly re-inspection assessments in accordance with chapter
394 9, Article II, of this Code.

395 (c) Imposition of administrative fines. This Article shall not be construed to limit the
396 City from imposing administrative fines in accordance with Chapter 2, Article V, of
397 this Code.

398 (e) Exemptions. This article shall not be construed to apply to property owned by the
399 City or any other governmental entity.

400 (f) Provision of this article supplemental. Nothing in this article shall be construed to
401 limit the authority of the City to collect special assessments by any other method
402 according to law.

403 **Section 15-014 Unpaid chronic nuisance service costs; non-ad valorem**
404 **assessment.**

405 Any chronic nuisance service costs that remain delinquent and unpaid as of June 1 of
406 each year shall be a special assessment levied against the benefitted real property as a
407 non-ad valorem assessment superior to all other private rights, interests, liens,
408 encumbrances, titles and claims upon the benefited real property and equal in rank and
409 dignity with a lien for ad valorem taxes.

410 **Section 15-015 Initial assessment roll.**

411 (a) Contents of initial assessment roll. The Assistant City Manager-Administrative
412 Services shall, annually, prepare or direct the preparation of an initial assessment
413 roll which shall contain the following:

414 (1) A summary description of all benefited real property with delinquent chronic
415 nuisance service costs to be assessed, conforming to the description contained
416 on the ad valorem tax roll;

417 (2) The name of the owner of the benefited real property as listed on the ad
418 valorem tax roll and maintained on the property appraiser's system; and

419 (3) The amount of the chronic nuisance service costs to be assessed against each
420 parcel of benefited real property.

421 (b) Public inspection of initial assessment roll. The initial assessment roll shall be
422 retained by the City clerk and shall be open to public inspection. The foregoing shall
423 not be construed to require that the assessment roll be in printed form if the
424 amount of the chronic nuisance service assessment for each parcel of benefited real
425 property can be determined by use of a computer terminal available to the public.

426 (c) Notice to property appraiser. A copy of the initial assessment roll shall be provided
427 to the property appraiser and included as a part of the notice of proposed property
428 taxes under F.S. § 200.069, the truth-in-millage notification.

429 **Section 15-016 Notice of public hearing.**

430 (a) Public hearing. The City Commission shall adopt a non-ad valorem assessment roll
431 at a public hearing in accordance with F.S. § 197.3632.

432 (b) Notice by mail. The City shall notice the hearing related to the initial assessment roll
433 by first class mail. The notice by mail shall be sent to each person owning property
434 subject to the assessment and shall include the following information:

435 (1) The purpose of the assessment;

436 (2) The total amount to be levied against each parcel of assessed real property;

437 (3) A statement that failure to pay the assessment will cause a tax certificate to be
438 issued against the property which may result in a loss of title;

439 (4) A statement that all affected property owners have a right to appear at the
440 hearing and to file written objections with the City commission within 20 days
441 of the notice; and

442 (5) The date, time, and place of the hearing.

443 (c) The mailed notice shall conform to the requirements set forth in F.S. § 197.3632.
444 Notice shall be mailed at least 20 calendar days prior to the hearing to each property
445 owner at the address listed on the ad valorem tax roll. Failure of the property owner
446 to receive such notice due to mistake or inadvertence shall not affect the validity of
447 the assessment roll nor release or discharge any obligation for payment of a chronic
448 nuisance service assessment.

449 (d) Notice by publication. The City shall notice the hearing related to the initial
450 assessment roll by publication in a newspaper generally circulated within the
451 county. The published notice shall conform to the requirements set forth in F.S. §
452 197.3632 and shall contain at least the following information:

453 (1) Identifying the City;

454 (2) A geographic depiction of the City boundaries subject to the assessment;

455 (3) A brief and general description of the chronic nuisance services provided;

456 (4) The proposed schedule of the assessment;

457 (5) The fact that the assessment will be collected by the tax collector;

458 (6) A statement that all affected property owners have the right to appear at the
459 public hearing and the right to file written objections within 20 days of the
460 publication of the notice; and

461 (7) A statement that the initial assessment roll is available for inspection at the
462 office of the City clerk and that all interested persons may ascertain the amount
463 to be assessed against a parcel of assessed real property at the office of the City
464 clerk.

465 **Section 15-017 Public hearing; adoption of final assessment roll.**

466 (a) Public hearing. At the public hearing, the City Commission shall receive the written
467 objections and shall hear testimony from all interested persons. The City
468 Commission may adjourn the hearing from time to time. If the City Commission
469 adopts the non-ad valorem assessment roll, the City Commission shall specify the
470 amount of the assessment. Notwithstanding the notices provided for in this Article
471 of the Code, the City Commission may adjust the assessment or the application of
472 the assessment to any assessed real property based on the benefit which the City
473 will provide or has provided to the property.

474 (b) Adoption of final assessment roll. The City Commission may, at the public hearing or
475 at any subsequent meeting of the City Commission, adopt an assessment roll which

476 shall confirm, modify, or repeal the initial assessment roll with such amendments, if
477 any, as the City Commission deems equitable.

478 (c) Legislative determination of special benefit and fair apportionment. The adoption of
479 the final assessment roll by the City Commission shall constitute a legislative
480 determination that all assessed parcels of real property derive a special benefit from
481 the chronic nuisance services provided by the City and a legislative determination
482 that the assessments are fairly and reasonably apportioned to the properties.

483 **Section 15-018 Lien of chronic nuisance service assessments.**

484 Upon the adoption of the final assessment roll, all chronic nuisance service assessments
485 shall constitute a perfected lien against the assessed real property superior to all other
486 private rights, interests, liens, encumbrances, titles and claims upon the property and
487 equal in rank and dignity with a lien for ad valorem taxes.

488 **Section 15-019 Correction of errors and omissions.**

489 (a) Validity of assessment. Any informality or irregularity in the proceedings in
490 connection with the levy of a chronic nuisance service assessment shall not affect
491 the validity of the assessment after approval by the City Commission. A chronic
492 nuisance service assessment as finally approved by the City Commission shall be
493 competent evidence that the assessment was duly levied, made and adopted, and
494 that all other proceedings were duly taken. No act of error or omission on the part of
495 the property appraiser, tax collector, Assistant City Manager-Administrative
496 Services (or designee), or other employee of the City shall operate to release or
497 discharge any obligation for payment of a chronic nuisance service assessment
498 imposed by the City under this article.

499 (b) Correction of errors by director of financial services. Prior to the delivery of the
500 assessment roll to the tax collector in accordance with F.S. § 197.3632, the Assistant
501 City Manager-Administrative Services (or designee)shall have the authority at any
502 time to correct any error or omission in applying the assessment to any particular
503 parcel of assessed real property not otherwise requiring the provision of notice

pursuant to F.S. § 197.3632. Any such correction shall be considered valid ab initio and shall not affect the enforcement of the chronic nuisance service assessment. Any such correction shall be processed by the Assistant City Manager-Administrative Services (or designee) and not the property appraiser or tax collector.

Section 15-020 Method of collection.

Unless otherwise directed by the City Commission, chronic nuisance service assessments shall be collected pursuant to the uniform method provided in F.S. § 197.3632. Any required hearing or notice may be combined with any other hearing or notice required by F.S. § 197.3632 or other provision of law.

Section 15-021 Alternative method of collection.

(a) In lieu of using F.S. § 197.3632, the City may elect to collect a chronic nuisance service assessment by any other method authorized by law or under the alternative collection method provided by this section.

(b) The City shall have the right to foreclose and collect all delinquent chronic nuisance service assessments in the manner provided by law for the foreclosure of mortgages on real property. All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any foreclosure action shall be included in any judgment or decree rendered

Section 3. City Staff is authorized to take all steps necessary to effectuate the intent of this ordinance.

Section 4. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 6. It is the intention of the City Commission of the City of Boynton Beach that the provisions of this Ordinance shall become and be made a part of the Code

of Ordinances of the City of Boynton Beach, Florida. The Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

<u>Section 7.</u> This Ordinance shall become effective upon adoption.

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– Justin Katz	____	____
Commissioner – Mack McCray	____	____
Commissioner – Joe Casello	____	____
Commissioner – Christina L. Romelus	____	____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/16/2017

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R17-050 - Authorize the Mayor to sign an Interlocal Agreement between the City of Boynton Beach and Boynton Beach Community Redevelopment Agency (CRA) for the CRA partial funding of the Director of Economic Development and Strategy for FY 16/17 for an amount not to exceed $23,795.

EXPLANATION OF REQUEST:
AGREEMENT PERIOD: April 1, 2017 - September 30, 2017

At the May 9, 2017 CRA Board meeting an Interlocal Agreement between the CRA and the City was approved to provide partial funding of the Director of Economic Development and Strategy position for the FY 16/17.

In recent Strategic Planning activities, the City Commission and CRA have prioritized a program initiative focused on community wealth building, citizen engagement and the creation of a more economically equitable workforce. The first step in the implementation of this initiative was the City hiring David Scott, as the Director of Economic Development and Strategy.

Economic development and strategy is an initiative for the City including the Community Redevelopment Area, as such staff has determined that part of this effort is able to be identified for the CRA and agrees that the CRA may fund 25% of the Directors salary and benefits for services related to the CRA.

Once approved, the City shall invoice the CRA quarterly for direct program expenses as outlined in the ILA.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The City/CRA Economic Development and Strategy Program aims to promote a health and vibrant community through locally-based, regionally-driven economic development that will improve the quality of life for area residents and to increase private investment within the City including the Community Redevelopment Area.

FISCAL IMPACT: Budgeted CRA will reimburse the City up to a maximum of $23,795 for costs associated with the Director of Economic Development and Strategy position for the FY 16/17.

ALTERNATIVES: Do not approve the ILA.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving ILA for partial funding by CRA of Director of Economic Development
Attachment	CRA Agenda Item 5-9-17

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	5/11/2017 - 8:19 AM
Finance	Howard, Tim	Approved	5/11/2017 - 8:19 AM
Legal	Swanson, Lynn	Approved	5/11/2017 - 10:29 AM
City Manager	LaVerriere, Lori	Approved	5/11/2017 - 1:00 PM

RESOLUTION NO. R17-___

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE CRA TO PARTIALLY FUND THE DIRECTOR OF ECONOMIC DEVELOPMENT AND STRATEGY FOR FISCAL YEAR 2016/17 IN AN AMOUNT NOT TO EXCEED $23,795.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at the May 9, 2017 CRA Board meeting an Interlocal Agreement was approved to provide partial funding for the Director of Economic Development and Strategy for the FY 16/17; and

WHEREAS, the City Commission and the CRA have prioritized a program initiative during recent Strategic Planning activities focused on community wealth building, citizen engagement and the creation of a more economically equitable workforce; and

WHEREAS, Economic development and strategy is an initiative for the City including the Community Redevelopment Area, as such staff has determined the position is part of this effort is able to be identified for the CRA and agrees that the CRA may fund 25% of the Director's salary and benefits for services related to the CRA; and

WHEREAS, the City Commission of the City of Boynton Beach, upon recommendation of staff and the CRA Board, deems it to be in the best interests of the residents and citizens of the City of Boynton Beach to approve the Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency regarding the CRA partial funding of the Director of Economic Development and Strategy for fiscal year 2016/17 in an amount not to exceed $23,795.00.

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

Section 1. Each Whereas clause set forth above is true and correct and incorporated herein by this reference.

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve and authorize the Mayor to sign the Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency for the CRA partial funding of the Director of Economic Development and Strategy for fiscal year 2016/17 in an amount not to exceed $23,795.00, a copy of said Interlocal Agreement is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED this _____ day of _____, 2017.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk
(Corporate Seal)

CRA BOARD MEETING OF: May 9, 2017

| **Consent Agenda** | | **Old Business** | X | **New Business** | | **Legal** | | **Information Only** | | **CRAAB**

AGENDA ITEM: XIV.D.

SUBJECT: Consideration of an Interlocal Agreement (ILA) with the City of Boynton Beach for the partial funding of the Director of Economic Development and Strategy

SUMMARY: In recent Strategic Planning activities, the CRA Board and City Commission have prioritized a program initiative focused on community wealth building, citizen engagement and the creation of a more economically equitable workforce. The first step in the implementation of this initiative is the hiring of David Scott, as the Director of Economic Development and Strategy.

The CRA/City's Economic Development and Strategy Program ("Program") aims to promote a healthy and vibrant community through locally-based, regionally-driven economic development that will improve the quality of life for area residents and to increase private investment within the Community Redevelopment Area by providing the foundation by which the public sector, working in conjunction with other economic partners, creates the environment for regional economic prosperity.

As the efforts put forth under the Program will demonstrate further and continued advancement of the goals and mission of the CRA Redevelopment Plan, staff and legal counsel support the use of CRA funds to provide a partial funding of the position. The first term of the ILA will terminate on September 30, 2017 and provides funding for the position not to exceed $23,795 or twenty-five percent (25%) of the salary/benefits cost. The CRA Board and City Commission may mutually agree to extend the agreement for a period of one year upon the agreement of both parties (see Attachment I).

FISCAL IMPACT: $23,795 General Fund Line Item 01-51440-100

CRA PLAN/PROJECT/PROGRAM: 2016 Boynton Beach Community Redevelopment Plan

CRAAB RECOMMENDATION: N/A

CRA BOARD MOTION/OPTIONS:

1) Motion to approve the ILA for the partial funding of the Director of Economic Development and Strategy

2) Motion to not to approve the ILA for the partial funding of the Director of Economic Development and Strategy

3) The CRA Board may consider requesting additional terms and conditions to the ILA a motion to approve.

_____

Michael Simon, Interim Executive Director

ATTACHMENT I

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FUNDING OF THE ECONOMIC DEVELOPMENT AND STRATEGY DIRECTOR

THIS AGREEMENT is made this ____ day of _____, 2017 by and between the **CITY OF BOYNTON BEACH**, a Florida Municipal Corporation, ("CITY"), and the **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY**, ("CRA") (individually and collectively, the "Party" or "Parties").

W I T N E S S E T H:

WHEREAS, the CRA's Economic Development and Strategy Program ("Program") aims to promote a healthy and vibrant community through locally-based, regionally-driven economic development that will improve the quality of life for area residents and to increase private investment within the Community Redevelopment Area ("Redevelopment Area") by providing the foundation by which the public sector, working in conjunction with other economic partners, creates the environment for regional economic prosperity. The Program serves as the lead integrator of the CRA/CITY economic development initiatives, facilitates interagency planning, collaboration and coordination among the various partners, and oversees the development and integration of the CRA/CITY strategic plan.

WHEREAS, the Program ensures customers receive a high level of service, customer accessibility, timely communications, effective outreach, education and problem resolution with the goal of strengthening the relationship with residents and business community and ensuring the highest level of customer satisfaction with respect to the provisions of the CRA/City and ordinances and policies, including those specific to the Redevelopment Area; and

WHEREAS, the goal of the CRA's Community Redevelopment Plan ("Plan") is to provide a clear and consistent vision for the Redevelopment Area and therefore predictability for new development and investment in the area; and

WHEREAS, the Program has jurisdiction within the Redevelopment Area; and

WHEREAS, the City desires to provide the CRA with the management for the Program under the terms of the Program shown in Exhibit "A;" and

WHEREAS, the CRA Board finds that this Agreement, and the use of the CRA's funds to implement a portion of the Program that specifically serves the Redevelopment Area is consistent with the Community Redevelopment Plan and Florida Statutes; and

WHEREAS, the intended aim of the CRA toward the elimination of slum and blighted conditions, to promote a healthy and vibrant community through locally-based, regionally-driven economic development that will improve the quality of life for area residents, increase private investment within the Community Redevelopment Area ("Redevelopment Area"), and provide the foundation by which the public sector, working in conjunction with other economic partners creates the environment for regional economic prosperity, the CRA/City find that this funding agreement serves a municipal and public purpose, and is in the best interest of the health, safety, and welfare of the residents and business owners of the City, including those within the Redevelopment Area;

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

1. **Recitals.** The recitals set forth above are hereby incorporated herein.

2. **Obligations of the CRA.** The CRA shall provide funding to the City in the maximum amount of $23,795, to be used for reimbursement of the costs associated

with the portion of the Program associated with and specifically dedicated to the Redevelopment Area, as further described in Exhibit "B." Upon receipt of a complete, written request from the City, the CRA shall make payments to the City on a quarterly basis for the reimbursement of direct expenses related to the Program related activities of the Coordinator. In order to be deemed complete, the written request from the City for payment must include all payroll and program documentation, a copy of the Coordinator's work schedule, and copies of receipts indicating the amount and the purpose for the payment for which the City is seeking reimbursement. The CRA shall remit payment to the City within thirty (30) days of receipt of a complete request from the City.

3. **Obligations of the City.** On a quarterly basis, the City shall provide a written report to the CRA documenting the activities of the Program as it was implemented within the Redevelopment Area for that quarter. The report shall detail the activities of the Coordinator for that quarter and all other information as described in Exhibit "A" will be contained the quarterly report.

4. The City shall indemnify, save, and hold harmless the CRA, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from the CRA, its agents, or its employees, by reason of any property damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to the negligent or wrongful conduct or the faulty equipment (including equipment installation and removal) of the Coordinator or the Program. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA as set forth in Section 768.28, Florida Statutes. This

paragraph shall not be construed to require the City to indemnify the CRA for its own negligence, or intentional acts of the CRA, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

5. **Term of the Agreement.** This Agreement shall become valid and commence upon execution by the last Party to this Agreement, and shall terminate on September 30, 2017 ("Termination Date"). The CRA shall not be required to reimburse the City for any requests submitted after the Termination Date. The term of the Agreement may be extended one time and may only be extended upon approval by the CRA Board and upon the appropriation of CRA funds for intended purposes of this Agreement in the subsequent fiscal year's budget. Such extension is only effective upon the execution of a written amendment signed by both Parties. Nothing in this paragraph shall be construed so as to affect a Party's right to terminate this Agreement in accordance with other provisions in this Agreement.

6. **Records.** The City and the CRA each shall maintain their own records and documents associated with this Agreement in accordance with the requirements set forth in Chapter 119, Florida Statutes. All such records shall be adequate to justify all charges, expenses, and costs incurred in accordance with generally accepted accounting principles. Each Party shall have access to the other Party's books, records and documents as required in this Agreement for the purpose of inspection or audit during normal business hours during the term of this Agreement and at least 1 year after the termination of the Agreement.

7. **Filing.** The City shall file this Interlocal Agreement pursuant to the requirements of Section 163.01(11) of the Florida Statutes

8. **Default.** If either Party defaults by failing to perform or observe any of the material terms and conditions of this Agreement for a period of ten (10) calendar days after receipt of written notice of such default from the other Party, the Party giving notice of default may terminate this Agreement through written notice to the other Party, and may be entitled, but is not required, to seek specific performance of this Agreement on an expedited basis, as the performance of the material terms and conditions contained herein relate to the health, safety, and welfare of the residents of the City and Redevelopment Area. . Failure of any Party to exercise its right in the event of any default by the other Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any rights related to the other Party's failure to perform unless such waiver is in writing and signed by both Parties. Such waiver shall be limited to the terms specifically contained therein. This section shall be without prejudice to the rights of any Party to seek a legal remedy for any breach of the other Party as may be available to it in law or equity.

9. **No Third Party Beneficiaries.** Nothing in this Agreement shall be deemed to create any rights in any third parties that are not signatories to this Agreement.

10. **Compliance with Laws.** The City and the CRA shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida and of any other public authority which may be applicable.

11. **Entire Agreement.** This Agreement represents the entire and sole agreement and understanding between the Parties concerning the subject matter expressed herein. No terms herein may be altered, except in writing and then only if signed by all the Parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature,

oral or written, concerning the subject matter expressed herein, are merged into this Agreement and the terms of this Agreement supersede all such other agreements. No extraneous information may be used to alter the terms of this Agreement.

12. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be achieved. To that end, this Agreement is declared severable..

13. **Governing Law and Venue.** The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any and all legal actions necessary to enforce the terms of this Agreement shall be conducted in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or, if in federal court, in the United States District Court for the Southern District of Florida, to which the Parties expressly agree and submit.

14. **No Discrimination.** Parties shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, sexual orientation or disability for any reason in its hiring or contracting practices associated with this Agreement.

15. **Notice.** Whenever either Party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the Party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written

notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice.

CITY:	Lori LaVerriere, City Manager City of Boynton Beach 100 E. Boynton Beach Boulevard Boynton Beach, FL 33435
CRA:	Michael Simon, Interim Executive Director Boynton Beach CRA 710 N. Federal Highway Boynton Beach, Florida 33435
Copies To:	James A. Cherof Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308
	Tara Duhy, Esquire Lewis, Longman & Walker, P.A. 515 North Flagler Drive, Suite 1500 West Palm Beach, Florida 33401

16. **No Transfer.** The Parties shall not, in whole or in part, subcontract, assign, or otherwise transfer this Agreement or any rights, interests, or obligations hereunder to any individual, group, agency, government, non-profit or for-profit corporation, or other entity without first obtaining the written consent of the other Party.

17. **Interpretation.** This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties.

IN WITNESS WHEREOF, the City and the CRA hereto have executed this Agreement as of the date set forth above.

ATTEST:

CITY OF BOYNTON BEACH,
a Florida municipal corporation

_____
Judith Pyle, City Clerk

By:_____
Steven B. Grant, Mayor

Approved as to Form:

(SEAL)

_____
Office of the City Attorney

Approved as to Form:

BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY

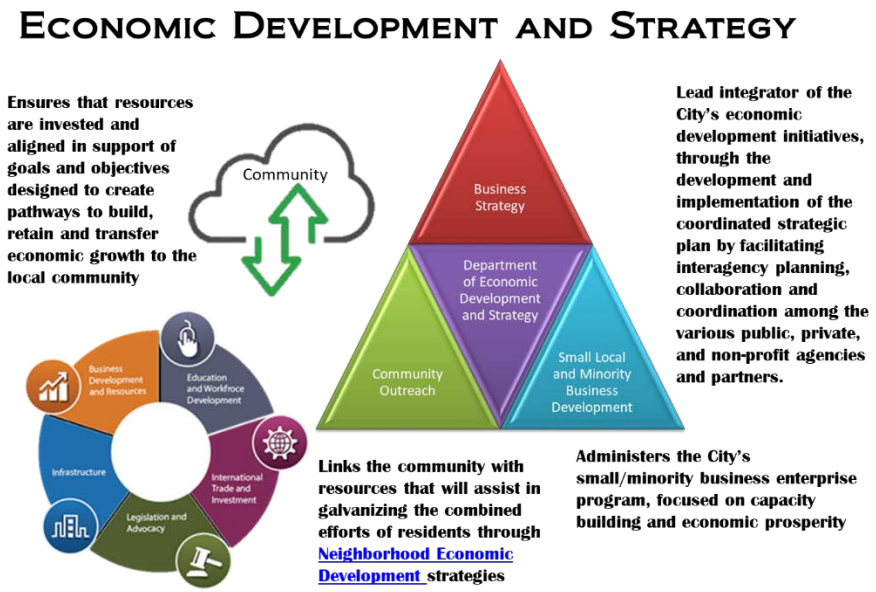
_____
Office of the CRA Attorney

By:_____
Steven B. Grant, Chair

Exhibit "A"

Boynton Beach Community Redevelopment Agency Economic Development and Strategy

The Boynton Beach Community Redevelopment Agency Economic Development and Strategy aims to promote a healthy and vibrant community through locally-based, regionally-driven economic development.



Economic development serves as a means to engage community leaders, leverage the involvement of the private sector, and establish a strategic blueprint for regional collaboration. Economic Development and Strategy provides the foundation by which the public sector, working in conjunction with other economic partners creates the environment for regional economic prosperity, and serves as the lead integrator of the CRA/City's economic development initiatives, facilitates interagency planning, collaboration and coordination among the various CRA/City agencies and partners, and oversees the integration and implementation of the CRA/City's strategic plan.

Plans
2016 Boynton Beach Community Redevelopment Plan
Boynton Beach Strategic Plan
Citywide Community Redevelopment Plan
2013 Development Atlas
Incentives and Programs

Partners/Resources
City of Boynton Beach
Boynton Beach Faith Based Community Development Corporation
Boynton Beach Community Redevelopment Agency
Career Source of Palm Beach County
Palm Beach County
Business Development Board
Enterprise Florida
Exporting Assistance
The Greater Boynton Beach Chamber of Commerce
U.S. Export Assistance Centers of Florida
U.S. Small Business Administration
Palm Beach County Education

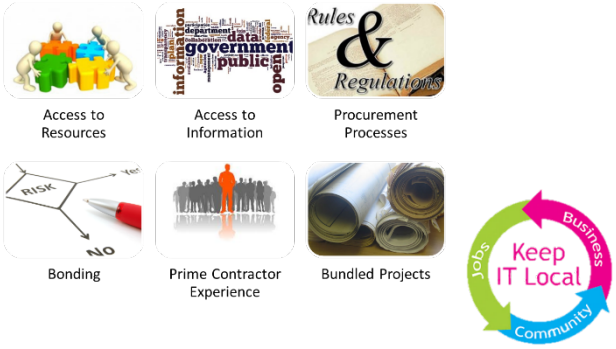
Business Strategy

The Business Strategy Team develops and implements the strategy-driven plan, focused on capacity building and economic prosperity and resiliency. The Team establishes and maintains a robust economic ecosystem by helping to build regional and local capacity that contributes to community success. The Business Strategy Team provides the framework for individuals, organizations,

local governments, institutions. of learning, and private industry to align the capacity building efforts that best serve to ensure that available resources are invested and aligned in support of goals and objectives designed to create pathways to build, retain and transfer economic growth to the local community. The Business Strategy Team integrates and leverages other planning efforts, including the use of other available funds, private sector resources, and state support that advance the CRA/City's goals and objectives.

Small Local and Minority Business Development

The Small Local and Minority Business Development Team administers the City's small/minority business enterprise program, focused on capacity building and economic prosperity targeting local small and minority businesses that serves to create a legacy of sustainable community wealth that benefits all of its citizens. The Team establishes the business support structure that integrates and leverages resources that advance the CRA/City's goals and objectives. This requires a coordinated approach to business development that establishes a private/public partnership with the community, businesses, the CRA, the City and other public and private sector partners. The Team ensures that CRA/City resources are invested and aligned in support of goals and objectives designed to produce transformational community economic prosperity.



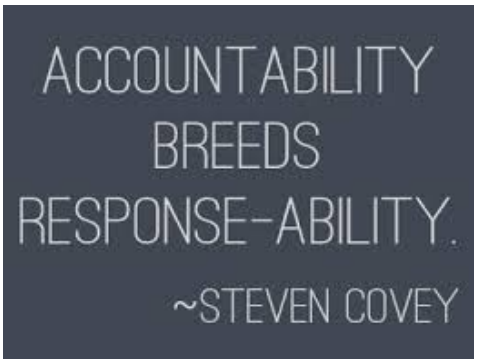
Community Outreach (Building Wealth in the Community)

Building a sustainable economic development strategy requires that the CRA and City empower the residents of Boynton Beach as active participants in the ongoing economic development of their neighborhoods; creating a legacy of sustainable community wealth that benefits all of its citizens. The Community Outreach team will aim to ensure that residents benefit from any development or redevelopment initiative, and that publicly subsidized projects effectively address community needs by creating job and job training opportunities, workforce development, fair access and support for local small and minority-owned businesses to pursue related contracts, environmental justice, minimized local business displacement and adequate workforce housing. This in turn will enable residents to purchase and retain housing and thus become stronger stakeholders in the community.

Community organization and engagement will be crucial. We will seek to link the community with resources that will assist in galvanizing the combined efforts of residents, community organizations, businesses, and faith-based, financial, and educational institutions; focused on providing technical assistance and financial support for community revitalization, and incubator assistance for small business development and entrepreneurs.

BUSINESS STRATEGY

To develop and implement a coordinated framework that serves as a means to engage community leaders, leverage the involvement of the private sector, and establish a strategic blueprint for regional collaboration that serves as the foundation by which the public sector, working in conjunction with other economic partners creates the environment for regional economic prosperity. The Team serves as the lead integrator of the CRA/City's economic development initiatives, facilitates interagency planning, collaboration and coordination among the various City agencies and partners, and oversees the development and implementation of the CRA/City's strategic plan. The Team works with individuals, organizations, local governments, institutions of learning, and private industry to align the capacity building efforts that best serve to ensure that available resources are invested and aligned in support of goals and objectives designed to create pathways to build, retain and transfer economic growth to the local community.



BUSINESS STRATEGY OBJECTIVE

To develop and implement the citywide strategic plan and management structure that focuses on effectively creating pathways to build, retain and transfer economic growth to the local community; thereby, creating true economic empowerment and emerging growth opportunities that generates jobs, leads to a reduced unemployment rate, increased home ownership, increased local economic activity in other small business, decreased crime, decreased reliance on government services, and increased tax revenues.

SMALL LOCAL AND MINORITY BUSINESS DEVELOPMENT STRATEGY

To develop and implement a coordinated framework to ensure that all businesses be afforded an opportunity for full participation in the CRA/City's system for the procurement of goods, services or construction projects, and to establish a recordkeeping system to monitor participation.

Through a comprehensive approach to local small and minority business development, the City will provide community anchors, stimulate private investment, enhance economic development, and elevate the quality of life and safety for the City's residents.

The Team administers Small Local and Minority Business Enhancement Program focused on leveraging the City's investments in a way that will create pathways to build, retain and transfer economic growth to the local community, thereby creating a legacy of sustainable community wealth that benefits all of its citizens.

SMALL LOCAL AND MINORITY BUSINESS DEVELOPMENT OBJECTIVE

To develop and implement a comprehensive small local and minority business enhancement program that seeks to address the CRA Board and City Commission vision of increased wealth and prosperity for its community as a whole, incorporating the goals and objectives of the strategic plan.

COMMUNITY OUTREACH (BUILDING WEALTH) STRATEGY

To develop and implement a coordinated framework that link the community with resources that will assist in galvanizing the combined efforts of residents through Neighborhood Economic Development strategies that engage, community organizations, businesses, and faith-based, financial, and educational institutions; focused on providing technical assistance and financial support for community revitalization, and incubator assistance for small business development and entrepreneurs.

COMMUNITY OUTREACH (BUILDING WEALTH IN THE COMMUNITY) OBJECTIVE

To develop and implement a comprehensive and sustainable economic development strategy that empowers the residents of Boynton Beach as active participants in the ongoing economic development of their neighborhoods; creating a legacy of sustainable community wealth that benefits all of its citizens.

The Department will aim to ensure that:

- **residents benefit from any development or redevelopment initiative**
- **publicly subsidized projects effectively address community needs by creating:**
  - **job and job training opportunities**
  - **workforce development**
  - **fair access and support for local small and minority-owned businesses to pursue related contracts**
  - **environmental justice**
  - **minimized local business displacement**
  - **adequate workforce housing**

Community organization and engagement will be crucial.

"Exhibit B"

Economic Development & Strategy - FY 2016-2017				
Category	**Quantity**	**Actual Cost per Unit**	**Subtotal**	**Notes**
Personnel				
Director of Econ Dev & Strategy	0.25	$130,000.00	$32,500.00	Salary, Education Incentive
Director of Econ Dev & Strategy-Pension	0.25	$41,912.00	$10,478.00	Pension-32.24%
Director of Econ Dev & Strategy-Benefits	0.25	$9,945.00	$2,486.25	FICA - 7.65%
Director of Econ Dev & Strategy-Benefits	0.25	$8,500.00	$2,125.00	Healthcare, Dental, Vision
			$47,589.25	**Personnel Costs Total**
Equipment				
			$0.00	
			$0.00	
			$0.00	
			$0.00	
	1	$0.00	$0.00	
			$0.00	**Equipment Costs Total**
Office Expenses				
	1	$0.00	$0.00	
	1	$0.00	$0.00	
	1	$0.00	$0.00	
	1	$0.00	$0.00	
	1	$0.00	$0.00	
			$0.00	**Office Expenses Total**
Total Proposed Program Expenses			**$47,589.25**	

Annual Total **$47,589.25**

ILA Amount for FY 16-17-6 months (Apr-Sept) $ 23,795

NOTE: All amounts provided by City Finance Department for FY 2016-2017

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/16/2017

REQUESTED ACTION BY COMMISSION:
PROPOSED RESOLUTION NO. R17-051 - Approve an extension of the temporary moratorium commenced under a "Notice of Intent" (NOI #2016-01) to study the need for modifications to the City's Land Development Regulations (LDR) related to the siting, placement, and design of wireless communication facilities (WCF) within rights-of-way, through September 6, 2017 to cover the period required to finalize the review of possible amendments to the land development regulations intended to implement currently pending legislation (SB 596/HB 687).

EXPLANATION OF REQUEST:
A temporary moratorium commenced on November 15, 2016 (Resolution R16-150) pursuant to a "Notice of Intent" issued by the Commission. The moratorium was originally approved for approximately six months until June 1, 2017, and as described in Resolution R16-150 and the corresponding agenda cover sheet, the moratorium period could be extended by the Commission after holding a public hearing on same. Subsequent to commencement of the moratorium State legislation was proposed for telecommunications towers and distributed antenna systems within the public rights-of-way. The bill known as the "Advanced Wireless Infrastructure Deployment Act" has passed in the Florida Senate (SB 596) and is currently under consideration in the House of Representatives (HB 687). It is not known what amendments will be made to the pending Telecom bill and exactly what authority local officials will have regarding wireless communication facilities within their rights-of-way. This controversial Telecom bill is to be effective as of July 1, 2017. It is reported that a total of eleven municipalities and six counties in Florida have already adopted temporary moratoria related to this issue. Extension of the temporary moratorium to September 6, 2017 will allow time for further review of the currently pending legislation and processing of any warranted amendments to the City's Land Development Regulations.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
Continued effectiveness of the moratorium ensures that development that is subject to the NOI is prevented during the final period necessary to adopt the proposed regulations.

FISCAL IMPACT: N/A

ALTERNATIVES:
Not approve subject resolution and extension to finalize consideration of proposed amendments to regulations.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution amending Reso R16-150 to extend the temporary moratorium regaring wireless communication facilities

REVIEWERS:

Department	Reviewer	Action	Date
Planning and Zoning	Rumpf, Michael	Approved	4/24/2017 - 4:58 PM
Planning and Zoning	Mack, Andrew	Approved	4/24/2017 - 5:01 PM
Planning and Zoning	Groff, Colin	Approved	4/26/2017 - 12:21 PM
Finance	Howard, Tim	Approved	5/5/2017 - 8:37 AM
Legal	Swanson, Lynn	Approved	5/10/2017 - 2:30 PM
City Manager	LaVerriere, Lori	Approved	5/10/2017 - 8:30 PM

RESOLUTION NO. R17-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING RESOLUTION R16-150 TO EXTEND THE TEMPORARY MORATORIUM COMMENCED UNDER A NOTICE OF INTENT (NOI #2016-01) RELATED TO THE SITING, PLACEMENT, AND DESIGN OF WIRELESS COMMUNICATION FACILITIES (WCF) WITHIN RIGHTS-OF-WAY, THROUGH SEPTEMBER 6, 2017; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission approved a Notice of Intent (NOI #2016-01) by Resolution R16-150 on November 15, 2016; and

WHEREAS, the Notice of Intent was to be in effect from the date of adoption and thereafter for a maximum period of 180 days, unless otherwise extended by the City Commission by subsequent Resolution following public hearing; and

WHEREAS, staff has recommended the temporary moratorium be extended until September 6, 2017 to allow time to finalize the review of possible amendments to the land development regulations intended to implement currently pending legislation (SB 596/HB 687).

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 amend Resolution R16-150 to extend the Notice of Intent #2016-01 to study the need for modifications to the City's Land Development Regulations (LDR) related to the siting, placement and design of wireless communication facilities within rights-of-way to cover the

period required to finalize the review of possible amendments to the land development regulations intended to implement currently pending legislation (SB 596/HB 687).

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 – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
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: 5/16/2017

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 17-013 - FIRST READING - Approve the Local Register historic designation application for the site of the Boynton School (the Children's Museum) located at 129 E. Ocean Avenue, Boynton Beach.

EXPLANATION OF REQUEST:
The Boynton School is currently listed on the National Register of Historic Places but is not listed on the Boynton Beach Register of Historic Places (the Local Register). Alterations to National Register sites are not subject to review by the Historic Resources Preservation Board (HRPB) or Staff whereas alterations to Local Register sites are subject to review. The City is currently applying for a State grant to carry out repairs to the Boynton School. Adding the site to the Local Register will strengthen the application as the State will be assured that any grant-funded work will be reviewed for appropriateness.

To qualify as a historic site, a property must have significance in American history, architecture, archaeology, engineering or culture, and possess integrity of location, design, setting, materials, workmanship, feeling, and association.

The site must also be significant in one or more of the following areas:

a) Association with events that have made a significant contribution to the broad patterns of the City's history;

b) Association with the lives of persons significant in the City's past;

c) Embodies the distinctive characteristics of a type, period or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction;

d) Has yielded, or may be likely to yield, information important in prehistory or history; or

e) Is listed in the National Register of Historic Places.

The Boynton School, built in 1913, is the oldest school building in the City. It is a fine example of the Masonry Vernacular style of architecture and is one of the last works of William W. Maughlin, a prominent local architect. The design and construction of the school reflects developments in the educational system of the community and Palm Beach County at that time. The site was added to the National Register of Historic Places in 1994.

The structure retains almost all of its original architectural features and interior layout. Although some alterations have been undertaken, they have been carried out in a sensitive manner and do not significantly detract from the structure's historic character.

As detailed in the designation application, the subject site is significant in a local context for its architecture and its association with the development of education. The site retains much of its integrity and meets criteria "a", "c" and "e" from the above list.

Therefore, the site meets the required criteria and is eligible to be added to the Local Register.

The HRPB will consider the application at its meeting on May 8, 2017.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Adding the site to the Local Register will help raise public awareness of the City's Historic Preservation Program and will promote heritage tourism. The designation and protection of historic sites also meets the requirements of the Certified Local Government Agreement with the Florida Division of Historical Resources.

FISCAL IMPACT: Adding the site to the Local Register will strengthen current and future historic preservation grant applications.

ALTERNATIVES: None recommended

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Ordinance	Ordinance designating Boynton School (Children's Museum) as historic
Attachment	Boynton School Designation Application

REVIEWERS:

Department	Reviewer	Action	Date
Planning and Zoning	Rumpf, Michael	Approved	5/8/2017 - 5:33 PM
Planning and Zoning	Mack, Andrew	Approved	5/8/2017 - 5:38 PM
Planning and Zoning	Groff, Colin	Approved	5/10/2017 - 4:48 PM
Finance	Howard, Tim	Approved	5/11/2017 - 8:17 AM
Legal	Swanson, Lynn	Approved	5/11/2017 - 3:25 PM
City Manager	LaVerriere, Lori	Approved	5/12/2017 - 9:35 AM

ORDINANCE NO. 17 -____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, DESIGNATING THE PROPERTY KNOWN AS BOYNTON SCHOOL (THE CHILDREN'S MUSEUM) LOCATED AT 129 E. OCEAN AVENUE, WHICH IS MORE FULLY DESCRIBED HEREIN, AS A LOCAL HISTORIC SITE; PROVIDING A NON-SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, Chapter 4, Article IX, Section 6. of the City of Boynton Beach Land Development Regulations provides for the designation and protection of historic sites in the City of Boynton Beach; and

WHEREAS, Boynton School is estimated to be created in 1913 and the oldest school building in the City; and

WHEREAS, the Historic Preservation Board of the City of Boynton Beach prepared a designation report for the designation of Boynton School as a historic site and held a duly noticed public hearing in regard to the designation of the property as an historic site at which no member of the public spoke in opposition to the designation of the property as an historic site; and

WHEREAS, the Historic Preservation Board of the City of Boynton Beach on May 8, 2017 recommended that the Boynton School be designated a historic site; and

WHEREAS, the City Commission of the City of Boynton Beach has conducted a duly noticed public hearing in regard to the designation of the Boynton School as a historic site.

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

<u>Section 1.</u> The foregoing whereas clauses are true and correct and are now ratified and confirmed by the City Commission.

Section 2. The Boynton School is located at 129 E. Ocean Avenue and is hereby designated as Boynton School in accordance with and under the provisions of Chapter 4, Article IX, Section 6, of the City of Boynton Beach Land Development Regulations.

Section 3. It is the intention of the City Commission of the City of Boynton Beach that this Ordinance and each and every of its terms be considered a part of a single whole and that the Ordinance not be severable and that if a court of competent jurisdiction finds that any section of this Ordinance is unlawful or unenforceable the Ordinance shall be unenforceable it its entirety.

Section 4. This Ordinance shall become effective immediately upon its passage and adoption.

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 – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

C:\Program Files (X86)\Neevia.Com\Docconverterpro\Temp\NVDC\234AF842-AA47-45AA-921F-934C1C47BB75\Boynton Beach.5558.1.Historic_Designation_(Boynton_School_Childrens_Museum)_-_Ordinance.Doc

CITY OF BOYNTON BEACH
PLANNING & ZONING DIVISION
100 East Boynton Beach Boulevard
Boynton Beach, FL 33435
Phone: (561) 742-6260

City Applications and Codes Accessed Via Website
www.boynton-beach.org
www.amlegal.com/boynton-beach_fl.us

10-03-11

HISTORIC SITE DESIGNATION APPLICATION

I. GENERAL INFORMATION: This application must be filled out completely, accurately, and submitted as an original to the Planning and Zoning Division; an incomplete application will not be processed. Print legibly (in ink) or type all information. The application and designation processes are further described in Chapter 4, Article IX, Section 6.C of the Land Development Regulations.

Submission requirements:

- One original and one copy of a completed application form.
- Two copies of all supporting documentation and photographs.
- One pdf copy of the application and supporting documentation.
- The applicable fee of $15.00 as adopted by the City Commission (please make checks payable to the City of Boynton Beach)

Minimum Required Supporting Documentation

Site location map
A map or survey identifying the boundary of the property to be designated
Photographs showing the site, all building elevations, significant features of the site or structure (all photographs must be credited)
A bibliography citing all references and sources e.g. titles of books, articles, websites and their authors, photographic credits etc. used in completing the application.

Examples of Optional Supporting Documentation

Copies of construction drawings and building permits
Historic photographs, maps and surveys
Copies of newspaper and magazine articles, diary excerpts
Transcripts of oral histories
Census data and historic deeds providing information on owners and tenants
Florida Master Site File forms
Information obtained from online sources
Any other relevant supporting information

All applicants must attend a pre-application conference with the Historic Preservation Planner. Please call (561) 742-6757 to schedule an appointment or ask any questions associated with the application.

In some cases it may be more convenient to submit two copies of a bound Designation Report including all images and documentation rather than submitting the application form with numerous attachments, especially if there is a substantial amount of supporting information. If this option is chosen an application form containing all required signatures must submitted; however, all other sections can refer the reader to the Designation Report.

It is strongly recommended that all applicants refer to National Register Bulletins 15 and 16A which contain detailed information on designation requirements and the terms included in the application. The bulletins are published by the US Department of the Interior and can be viewed or downloaded from: http://www.nps.gov/nr/publications/.

A. PROPERTY INFORMATION:

1. Property Name/Proposed Name: Boynton School

   Reason for selecting this name: National Register name

2. Property Address: 129 E. Ocean Avenue

   (City records show 129 E. Ocean Ave., Property Appraiser website shows 100 NE 1st Ave., National Register and Florida Master Site File entries show 141 E. Ocean Ave.)

3. Parcel Control Number (PCN)*: 08 - 43 - 45 - 28 - 05 - 014 - 0020
   CTY RNG TWP SEC SUB BLK LOT

   * List all PCN's on an attached addendum for applications comprised of multiple lots.

4. Legal Description*: Sawyers Add Lts 2 & 3, Lt 4 (Less Sly 230.31 Ft of Wly 83.12 Ft), Lt 5 (Less Sly 229.64 Ft of Ely 85 Ft), Lt 6 (Less S 204.65 Ft of W 75 Ft & W 9.95 Ft & Ret Crv Area Seacrest Blvd R/W) & Par Labeled Public School Blk 14

   * Provide on attached addendum if more space is needed.

5. Existing Land Use Classification (from Future Land Use Map): PPGI Public/Private/Gov/Inst

6. Existing Zoning District (from Official Zoning Map): PU Public Usage

7. Is the property located in the Community Redevelopment Agency area? Yes X No ☐

8. If yes to Question #7 above, what is the name of the applicable redevelopment plan? _____

   Boynton Beach Community Redevelopment Plan

9. Property Type:

   Residential ☐ Commercial ☐ Public Building X Archaeological Site ☐

   Other (describe) _____

10. Number of structures on the site: 1

11. Current Designation:

    Is the site or structure individually listed on the National Register? Yes X No ☐

    Is the site or structure located in a Local or National Historic District? Yes ☐ No X

    If the site or structure is in a district, is it a contributing site or structure? Yes ☐ No ☐

II. ARCHITECTURE & CONSTRUCTION DETAILS

A. ARCHITECTURAL INFORMATION (if unsure leave blank and staff will assist)

1. Original Use of Property: School

   Current Use of Property: Museum

2. Architectural Style: Masonry Vernacular

3. Architect (if known): William W. Maughlin

   Source: Florida Master Site File form and National Register application

4. Builder (if known): A. Mellson

   Source: Florida Master Site File form and National Register application

5. Construction Dates: 1913

   Source: Florida Master Site File form and National Register application

6. Has the structure been altered e.g. new windows, change of roof covering etc? Yes X No ☐

   Details (Include descriptions, dates, and sources, continue on a separate sheet if required)

   See Attachment G

7. Have any additions been made to the property e.g. extra rooms, extensions? Yes ☐ No X

   Details (Include descriptions, dates, and sources, continue on a separate sheet if required)

8. Has the structure been moved? Yes ☐ No X

Details (Include descriptions, dates, and sources, continue on a separate sheet if required)

B. MATERIALS

1. Foundation: Concrete stem walls and piers
2. Structural System: Masonry
3. Exterior Walls: Concrete Block
4. Roof Types & Materials: Hip, Metal Shingles
5. Chimney Number & Materials: 0
6. Windows Type & Materials: Wood frame, fixed, 1/1
7. Other Materials e.g. Facings, Veneers, Decorative Elements: See Attachment F

C. CURRENT CONDITION OF SITE & STRUCTURES

Excellent X Good ☐ Fair ☐ Poor ☐

List details of required repairs if known

Soffit repairs required

D. OTHER SIGNIFICANT FEATURES

List details of any other significant features not included above e.g. exterior building features and ornamentation, interior features, landscape features, etc.

See Attachment F

III. HISTORICAL INFORMATION

A. SIGNIFICANT EVENTS

Describe any historically significant events associated with the site or structure.

N/A

B. SIGNIFICANT PERSONS

Provide details of any historically significant persons associated with the site or structure. If known, also include details of the original owners.

N/A

C. ANECDOTES AND/OR STORIES

Provide a summary of any anecdotes and/or stories associated with the site or structure.

N/A

D. ARCHAEOLOGY

Describe any known archaeology associated with the site.

None observed.

IV. SIGNIFICANCE

A. CRITERIA FOR SIGNIFICANCE

A site or structure must have significance in American history, architecture, archeology, engineering or culture and possess integrity of location, design, setting, materials, workmanship, and association. Usually, a structure must also be at least 50 years old.

In addition to having integrity, the site or structure must also meet at least one of the following criteria. Check all criteria that apply to the site or structure.

X Is associated with events that have made a significant contribution to the broad patterns of the City's history.

☐ Is associated with the lives of persons significant in the City's past.

X Embodies the distinctive characteristics of a type, period or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction.

☐ Has yielded, or may be likely to yield, information important in prehistory or history.

X Is listed in the National Register of Historic Places.

Ordinarily cemeteries, birthplaces, graves of historical figures, properties owned by religious institutions or used for religious purposes, structures that have been moved from their original locations, reconstructed historic buildings, properties primarily commemorative in nature, and properties that have achieved significance within the past 50 years shall not be considered eligible for the Boynton Beach Register of Historic Places. However, such properties will qualify if they are integral parts of districts that do meet the criteria or if they fall within the following categories:

a. A religious property deriving primary significance from architectural or artistic distinction or historical importance; or

b. A building or structure removed from its original location but which is primarily significant for architectural value, or which is the surviving structure most importantly associated with a historic person or event; or

c. A birthplace or grave of a historical figure of outstanding importance if there is no appropriate site or building associated with his or her productive life; or

d. A cemetery that derives its primary importance from graves of persons of transcendent importance, from age, from distinctive design features, or from association with historic events; or

e. A reconstructed building when accurately executed in a suitable environment and presented in a dignified manner as part of a restoration master plan, and when no other building or structure with the same association has survived; or

f. A property primarily commemorative in intent if design, age, tradition, or symbolic value has invested it with its own exceptional significance; or

g. A property achieving significance within the past 50 years if it is of exceptional importance.

B. AREA OF SIGNIFICANCE

Whereas the Criteria for Significance listed above identify the site or structure's association with history, the Area of Significance identifies sub-areas within the history field to which the property relates. At least one area of significance from the following list must be identified for a site or structure to be eligible. Check the Areas of Significance that apply.

☐ Agriculture	☐ Engineering	☐ Maritime History
X Architecture	☐ Entertainment/Recreation	☐ Military
☐ Archaeology	☐ Ethnic Heritage	☐ Performing Arts
☐ Art	☐ Exploration/Settlement	☐ Philosophy
☐ Commerce	☐ Health/Medicine	☐ Politics/Government
☐ Communications	☐ Industry	☐ Religion
☐ Community Planning & Dev.	☐ Invention	☐ Science
☐ Conservation	☐ Landscape Architecture	☐ Social History
☐ Economics	☐ Law	☐ Transportation
X Education	☐ Literature	

Other (explain): _____

C. PERIOD OF SIGNIFICANCE

The Period of Significance is defined in National Register Bulletin 16A as:

"the length of time when a property was associated with important events, activities, or persons, or attained the characteristics which qualify it for National Register listing. Period of significance usually begins with the date when significant activities or events began giving the property its historic significance; this is often a date of construction. For prehistoric properties, the period of significance is the broad span of time about which the site or district is likely to provide information; it is often the period associated with a particular cultural group."

For the site of an important event, such as a pivotal five-month labor strike, the period of significance is the time when the event occurred. For properties associated with historic trends, such as commercial development, the period of significance is the span of time when the property actively contributed to the trend.

For a property associated with a significant person, the period of significance is usually the length of time the property was associated with the important person.

For architecturally significant properties, the period of significance is the date of construction and/or the dates of any significant alterations and additions.

The period of significance for an archeological site is the estimated time when it was occupied or used for reasons related to its importance, for example, 3000-2500 B.C.

Identify and explain the periods of significance associated with the site or structure: _____

1913 – date of construction

D. STATEMENT OF SIGNIFICANCE

Based on the above, explain the site or structure's integrity and significance. Include any biographical data on significant persons, architects, builders if known. Continue on a separate sheet if necessary. (Provide typed attachment if preferred).

See Attachment I

V. BIBLIOGRAPHY

All sources cited in this application must be included in the bibliography. Continue on a separate sheet if necessary. (Provide typed attachment if preferred).

See Attachment J

VI. APPLICANT AND PROPERTY OWNER INFORMATION

A. APPLICANT:

1. Name: City of Boynton Beach

2. Address: 100 E. Boynton Beach Blvd., P.O. Box 310

   City: Boynton Beach State: Florida Zip Code: 33425

   Phone: (561) 742-6757 Email: adamsw@bbfl.us

3. Interest in Property (check one)*: Owner X, Agent ☐, Contract Purchaser ☐.
   * Include a copy of the last recorded Warranty Deed with all applications.

   a. Include written consent of all property owners of record if subject property is under joint or multiple ownership.

   b. If an authorized agent, include a copy of the Agent Agreement or written consent by the seller(s) and owner(s).

B. PROPERTY OWNER INFORMATION:

1. Name of Property Owner (Trustee): As above

2. Owner Address: _____

   City: _____ State: _____ Zip Code: _____

C. AGENT INFORMATION*:

1. Name: _____
   * All correspondence will be mailed to the agent unless there is no agent of record, in which case, all correspondence will be mailed to the applicant. This party will receive agendas, letters, and other material.

   Company Name: _____

2. Address: _____

   City: _____ State: _____ Zip Code: _____

   Phone: _____ Email: _____

D. AUTHORIZATION OF AGENT:

_____ _____
Signature of authorized agent. Date

_____ _____
Signature of Owner(s) or Trustee, of authorized principal if property is owned by a corporation or other business entity. Date

OR

_____ _____
Signature of contract purchaser (if applicant). Date

E. CERTIFICATION: (I) (We) understand that this application and all papers and plans submitted herewith become part of the permanent records of the Planning and Zoning Division. (I) (We) hereby certify that the above statements or showings in any papers or plans submitted herewith are true to the best of (my) (our) knowledge and belief. This application will not be accepted unless signed according to the instructions below.

X Lou LaVanon 4/26/17

Signature of Owner(s) or Trustee, of authorized principal if property is owned by a corporation or other business entity. Date

OR

Signature of contract purchaser (if applicant). Date

A representative must be present at all Historic Resources Preservation Board (HRPB) meetings and City Commission meetings held to review this application.

VII. PUBLIC NOTICING REQUIREMENTS:

The public noticing requirements contained herein shall be applicable to all historic site designation applications. Pursuant to City of Boynton Beach Ordinance 12-016, no quasi-judicial proceeding shall proceed until proof of notice of the proceeding, in affidavit form, has been filed with the Office of the City Clerk and copied to Planning & Zoning. Proof of notice must include the name and address of each property owner to whom notice was mailed and a photograph of each sign posted, as hereinafter required. The following notices must be paid for and provided by the applicant:

A. MAILING: The applicant shall mail a notice of the time, place and subject matter of the public hearing to all individuals and associations owning or having control over abutting or adjacent property as determined by the Historic Preservation Planner. Property owner details may be obtained from the Palm Beach County Property Appraiser website or by contacting one of the offices listed below.

A copy of the notice and a list of the property owners contacted shall be mailed to the Planning and Zoning Division, City of Boynton Beach.

All notices shall be mailed by first class mail and postmarked no less than 10 calendar days before the public hearing.

Palm Beach County
Property Appraiser Office
Attention: Mapping Division

Downtown Service Center 301 North Olive Avenue West Palm Beach, FL 33401 Phone: (561) 355-2866	South County Office 14925 Cumberland Drive Delray Beach, FL 33446 Phone: (561) 276-1250

http://www.pbcgov.com/papa/

B. SIGNAGE: One (1) sign for each street frontage of the property shall be posted no less than 10 calendar days prior to the hearing. Signs shall be legible from a distance of 100 feet and shall contain a description of the approval being sought, the date, time and location of the hearing, and a statement that the application being considered is available for inspection in the Development Department of the City of Boynton Beach. Minimum sign size shall be 24" wide by 18" high.

PUBLIC HEARING NOTICE HISTORIC SITE DESIGNATION	
Historic Resources Preservation Board	
Date: _____	Time: _____
City Commission	
Date: _____	Time: _____
Location:	City Commission Chambers, City Hall 100 East Boynton Beach Boulevard
Information:	Department of Development (561) 742-6757
The application may be inspected at the Development Department, City of Boynton Beach	

(The above sample is not drawn to scale. Please customize to accommodate your project information)

C. POSTPONEMENT: When a quasi-judicial hearing is tabled or continued at the request of an applicant, re-notice of the hearing shall be provided by the applicant in the same manner as the original notice.

D. CITY TECHNICAL SUPPORT AT PUBLIC MEETINGS:

1. Applicants who wish to utilize City electronic media equipment for presentations at Historic Resource Preservation Board and City Commission Public Hearings must notify the Planning and Zoning Department representative at least one (1) week prior to the scheduled meeting;

2. The notification is to include the scope of support to be provided, including the corresponding agenda item, type of media, materials and equipment needed, along with contact information for the applicant;

3. The department representative will notify the I.T.S. Department at least two (2) working days prior to the meeting to schedule technical support;

4. A copy of the items to be presented must be delivered to the I.T.S. Department no later than 6:00 p.m. on the working day preceding the Commission meeting. At the conclusion of the meeting, these items will be returned to the department representative who originated the request;

5. In the event that media or materials are defective, I.T.S Department. will notify department representative by noon of the day of the meeting.

6. At least thirty minutes prior to the Commission Meeting, non-City individuals will meet with the I.T.S. Department representative to finalize procedures.

E. AFFIDAVIT:

AFFIDAVIT

RE:
Property Address:
Project Name:
File #:

I / We, the undersigned do certify that to the best of my knowledge, the attached ownership list is a complete and accurate representation of the real estate property and property owners abutting or adjacent to the above-referenced property as determined by the Historic Preservation Planner. This reflects the most current records on file in the Palm Beach County Property Appraiser's Office.

The notifications were postmarked a minimum of 10 days in advance of the public hearing.

Site signs were posted on the premises a minimum of 10 days in advance of the public hearing in accordance with City Ordinance 12-016. Attached, are photographs of the signs showing their placement on the property and the abutting right-of-way.

Sincerely,

Applicant / Agent

SaLeica Trinitte Brown
COMMISSION # FF039973
EXPIRES: JULY 27, 2017
WWW.AARONNOTARY.com

Notary Public, State of Florida

Cc: Planning & Zoning Department

Attachments

List of Illustrations

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Attachment B: Existing Elevations and Plans (1996)

Attachment C: Original Elevations (1912)

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Attachment E: Historic Photographs

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Attachment G: Alterations

Attachment H: History

Attachment I: Statement of Significance

Attachment J: Bibliography

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Fig. 28: South & East Elevations Prior to Awning Windows, no date
Fig. 29: South Elevation c.1994
Fig. 30: East & North Elevations c.1994
Fig. 31: East Elevation c.1994
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All photographs by W. Adams unless indicated in text.

Attachment A

Location Map

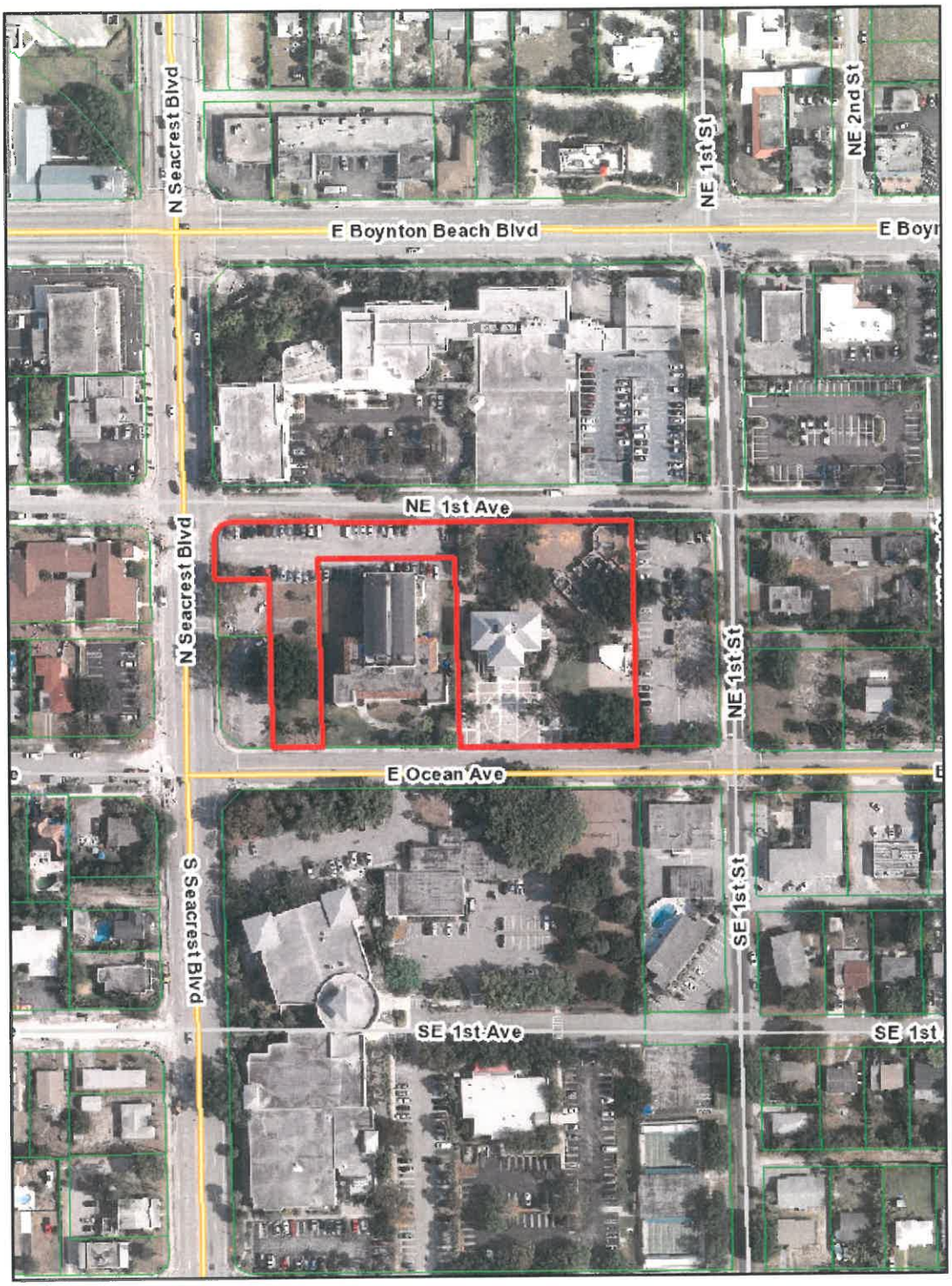

Fig. 1: Location (Palm Beach County Property Appraiser Website)

Attachment B

Existing Elevations (1996)

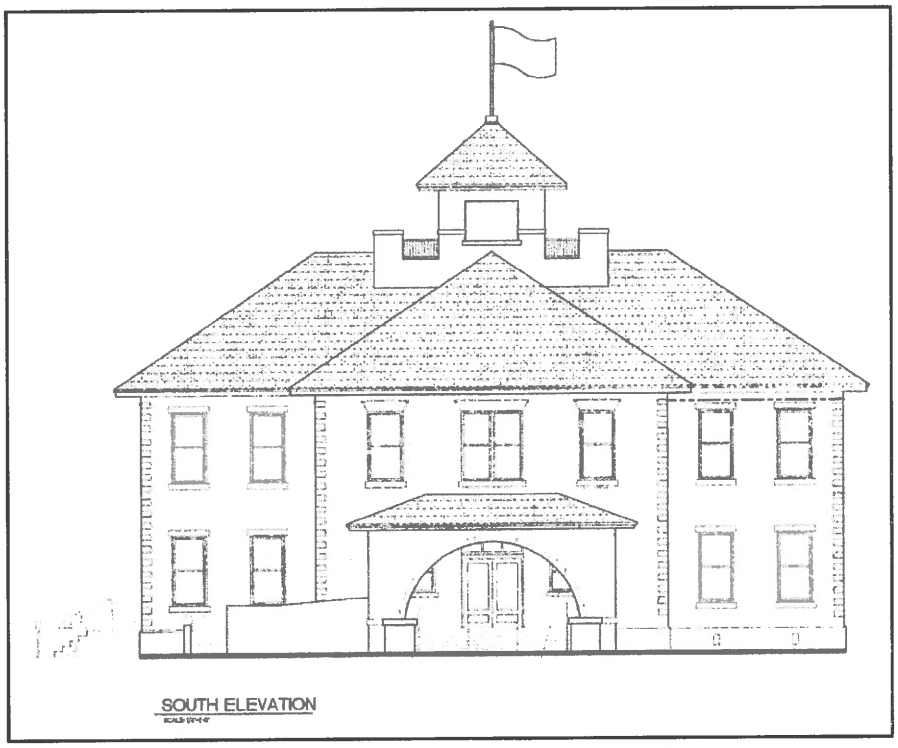

Fig. 2: South Elevation (Robert Currie Partnership, Inc. Sowards Eliopoulos,1996) (not to scale)

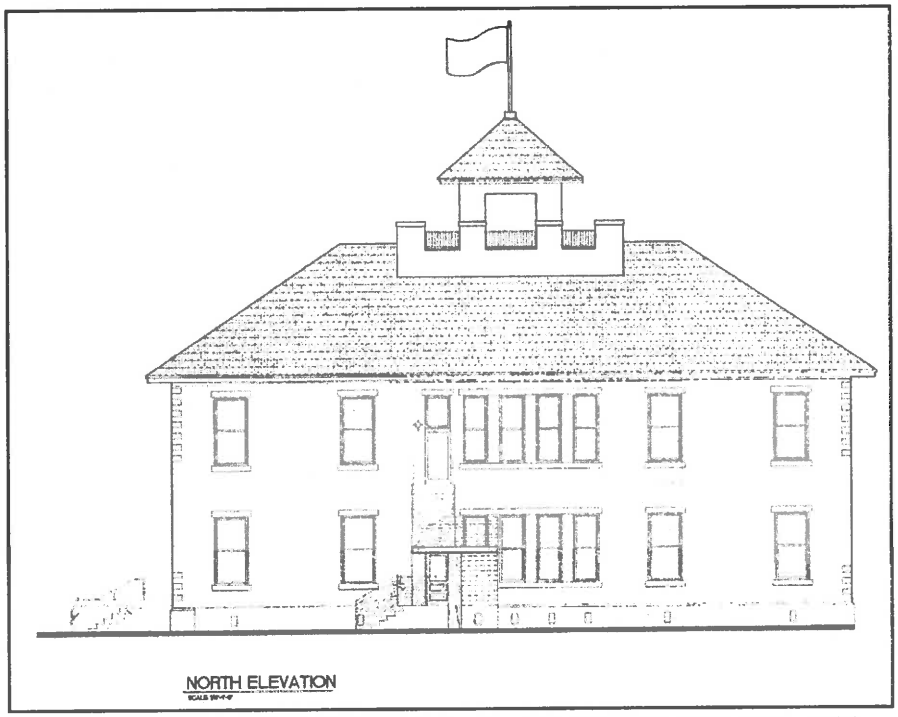

Fig. 3: North Elevation (Robert Currie Partnership, Inc. Sowards Eliopoulos,1996) (not to scale)

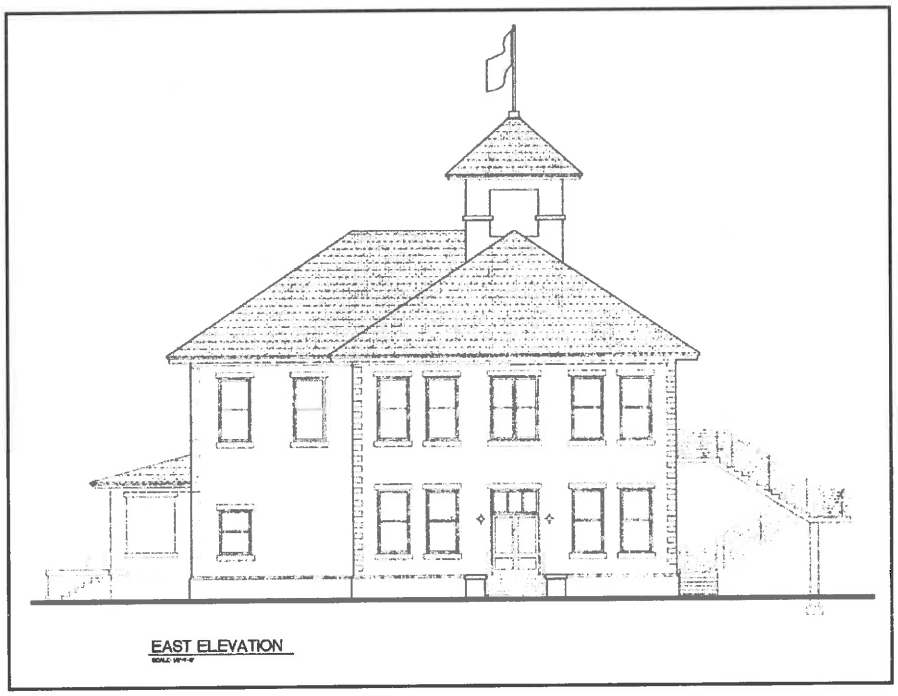

Fig. 4: East Elevation (Robert Currie Partnership, Inc. Sowards Eliopoulos,1996) (not to scale)

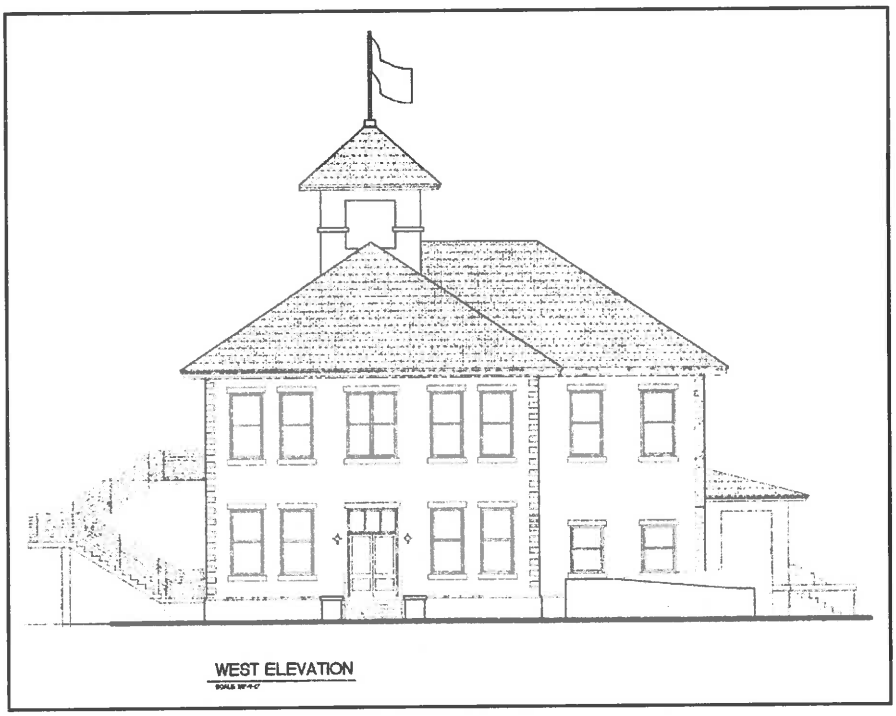

Fig. 5: West Elevation (Robert Currie Partnership, Inc. Sowards Eliopoulos,1996) (not to scale)

Existing Plans (1996)

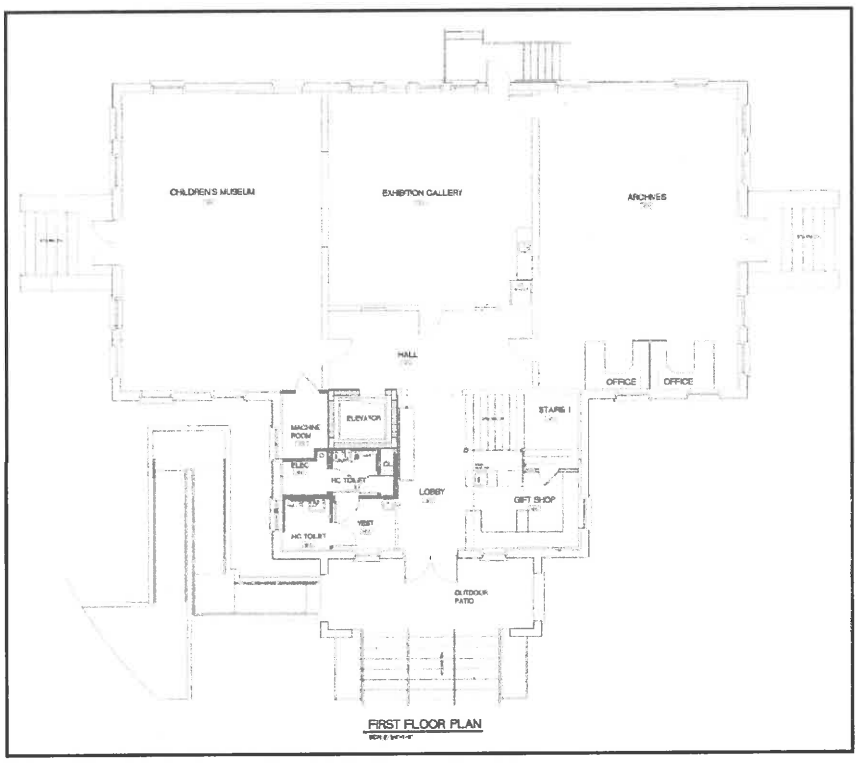

Fig. 6: First Floor Plan (Robert Currie Partnership, Inc. Sowards Eliopoulos,1996) (not to scale)

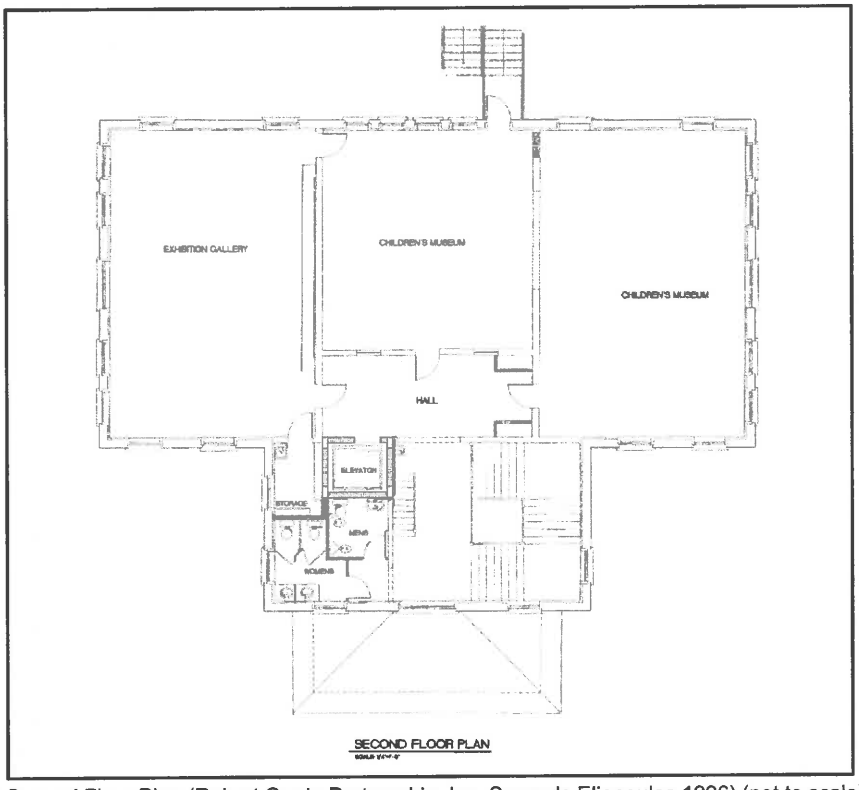

Fig. 7: Second Floor Plan (Robert Currie Partnership, Inc. Sowards Eliopoulos,1996) (not to scale)

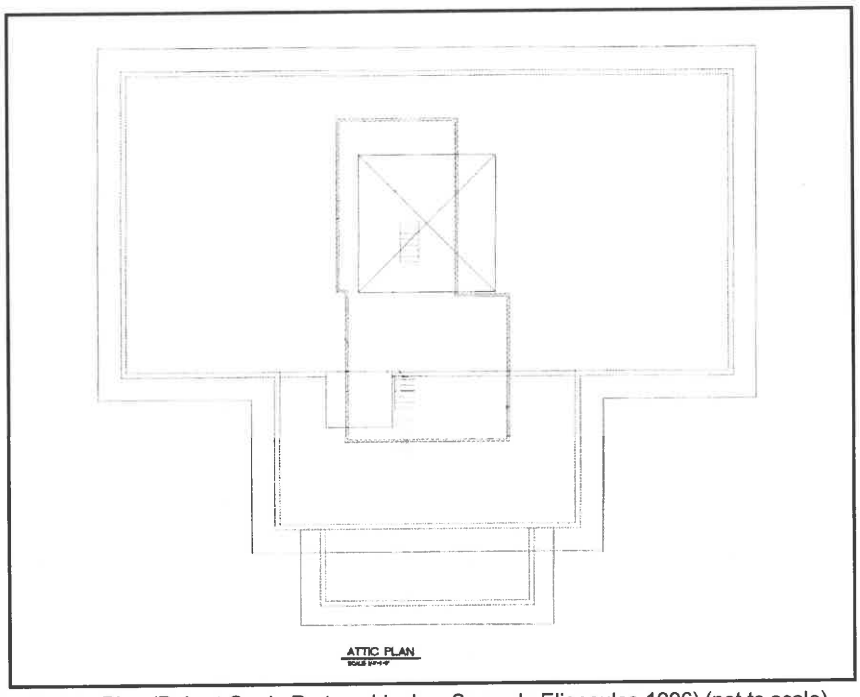

Fig. 8: Attic Plan (Robert Currie Partnership, Inc. Sowards Eliopoulos,1996) (not to scale)

Attachment C

Original Elevations (1912)

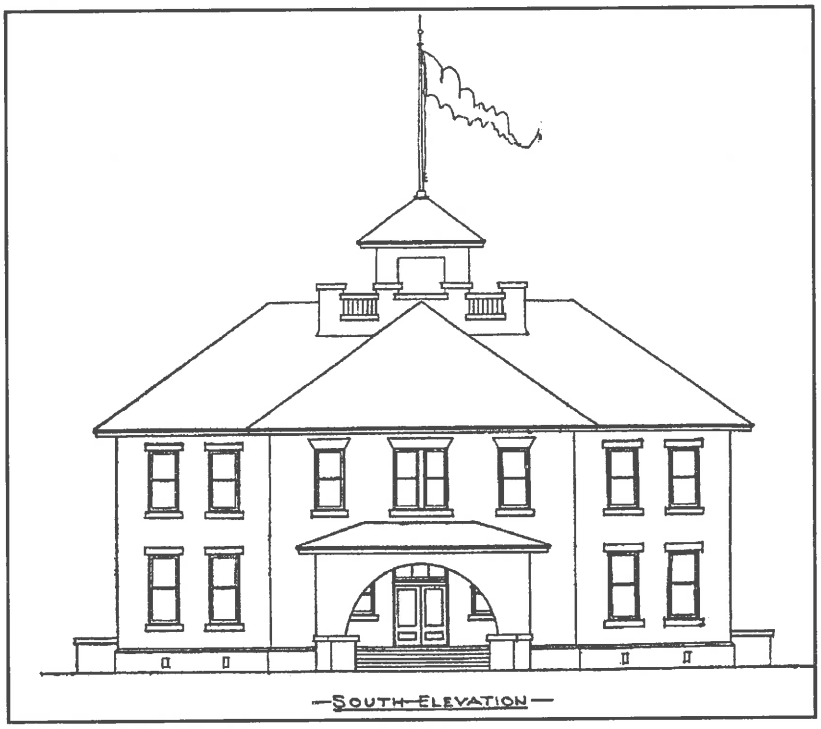

Fig. 9: South Elevation (W.W. Maughlin, 1912) (not to scale)

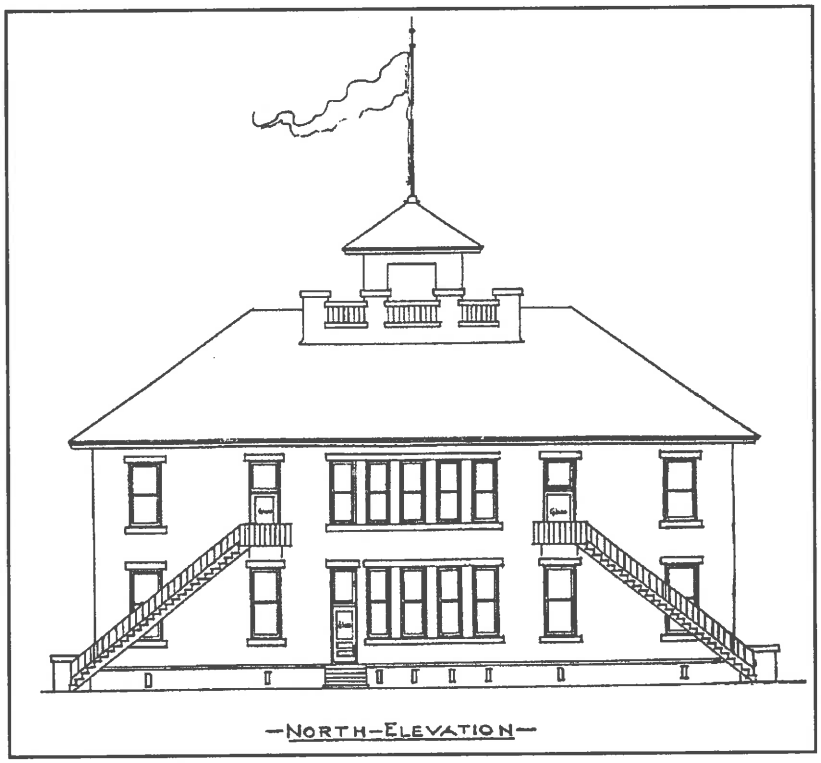

Fig. 10: North Elevation (W.W. Maughlin, 1912) (not to scale)

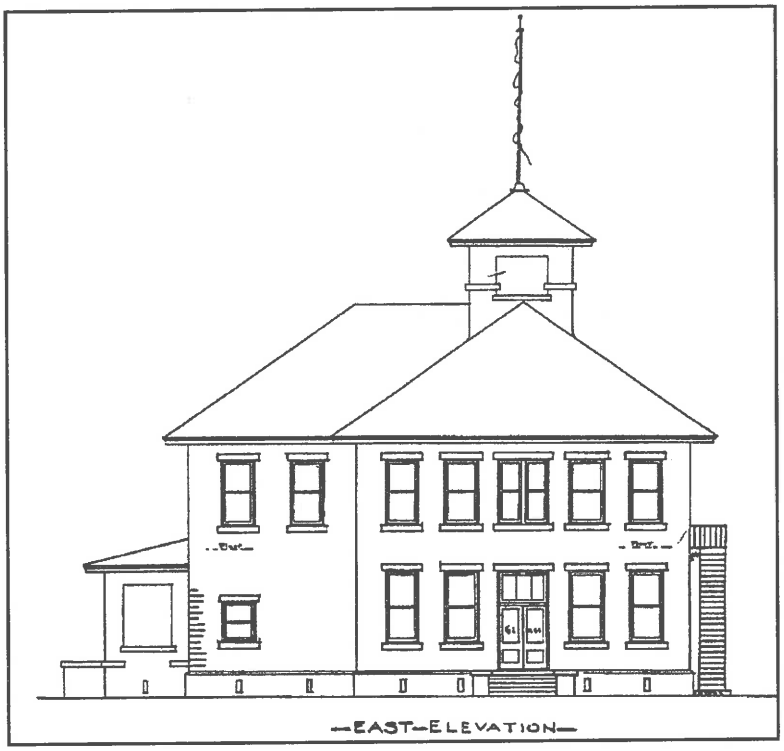

Fig. 11: East Elevation (W.W. Maughlin, 1912) (not to scale)

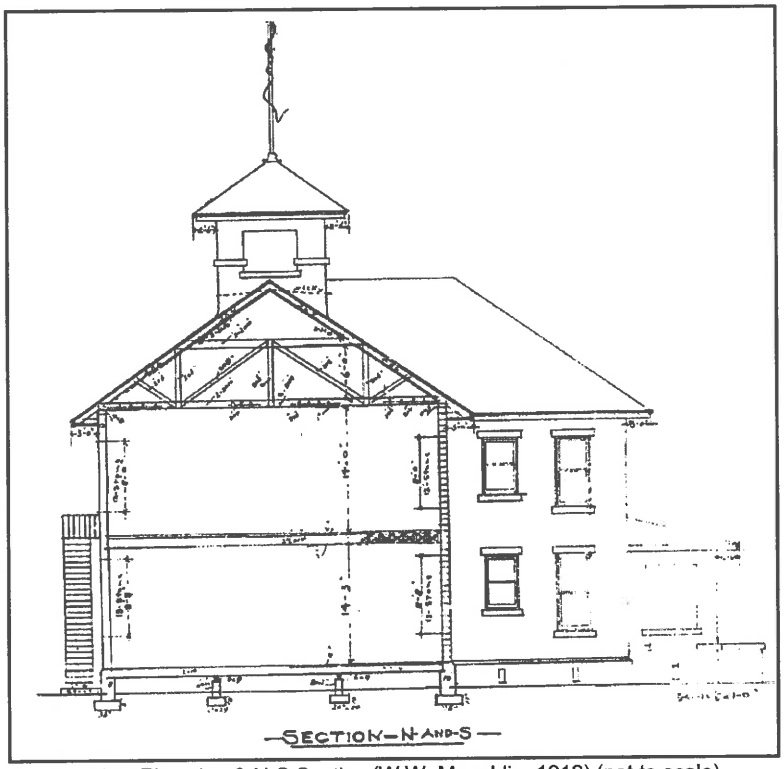

Fig. 12: West Elevation & N-S Section (W.W. Maughlin, 1912) (not to scale)

Attachment D

Exterior Photographs

Fig. 13: South Elevation, Looking N (4/18/17)

Fig. 14: North Elevation, Looking SE (4/18/17)

Fig. 15: West Elevation, Looking NE (4/18/17)

Fig. 16: East Elevation, Looking W (4/18/17)

Fig. 17: High School & Plaza, Looking NW (4/18/17)

Fig. 18: Playground & Amphitheater, Looking N (4/18/17)

Interior Photographs

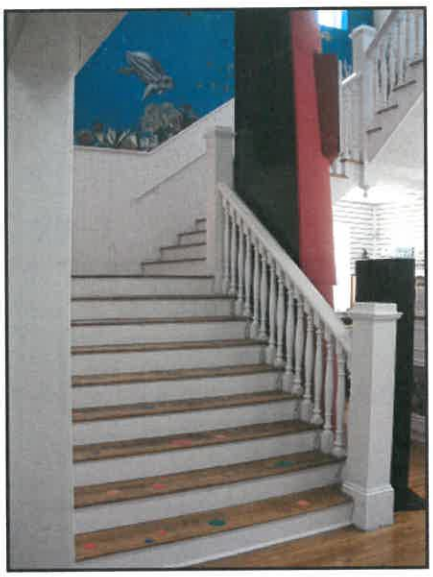

Fig. 19: Stairs (4/20/17)

Fig. 20: Door & Wainscoting (4/20/17)

Fig. 21: Stairs & Attic Stairs (4/20/17)

Fig. 22: Stair Wainscoting (4/20/17)

Fig. 23: Interior Door & Windows (4/20/17)

Fig. 24: Windows (4/20/17)

Attachment E

Historic Photographs

Fig. 25: West & South Elevations During Construction c.1912

Fig. 26: West & South Elevations c.1913

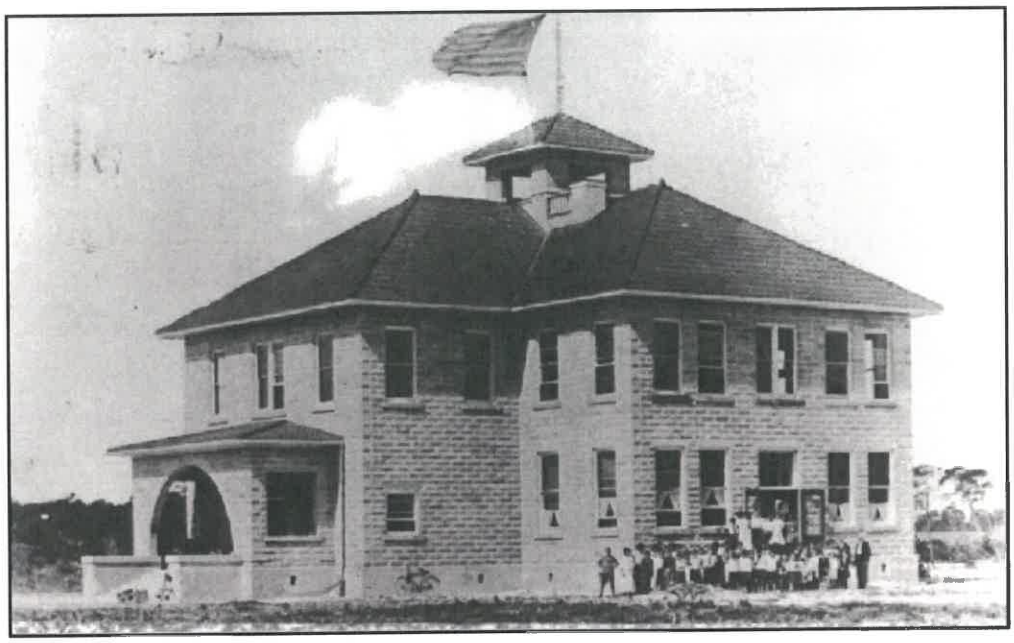

Fig. 27: South & East Elevations, no date

Fig. 28: South & East Elevations Prior to Awning Windows, no date

Fig. 29: South Elevation c.1994 (National Register of Historic Places Registration Form)

Fig. 30: East & North Elevations c.1994 (National Register of Historic Places Registration Form)

Fig. 31: East Elevation c.1994 (National Register of Historic Places Registration Form)

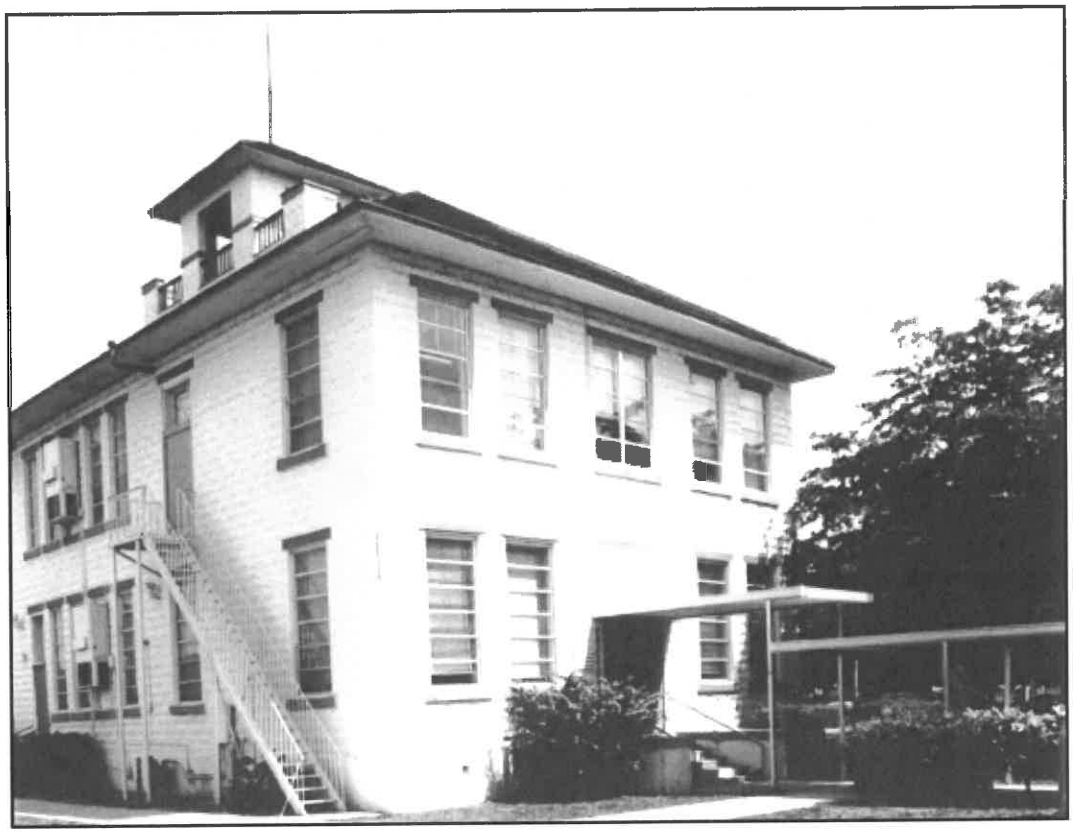

Fig. 32: North & West Elevations c.1994 (National Register of Historic Places Registration Form)

Fig. 33: Stairs c.1994
(National Register of Historic Places Registration Form)

Fig. 34: Hallway c.1994
(National Register of Historic Places Registration Form)

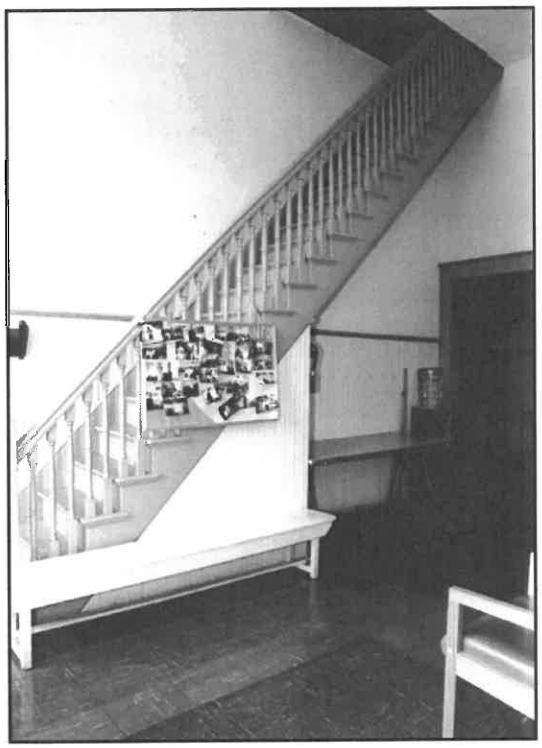

Fig. 35: Attic Stairs c.1994
(National Register of Historic Places Registration Form)

Fig. 36: Interior Details c.1994
(National Register of Historic Places Registration Form)

Attachment F

Site and Building Description

Site

The structure is located on its original site at 129 E. Ocean Ave. (aka 141 E. Ocean Ave.) on the north side of E. Ocean Avenue between N. Seacrest Boulevard and NE 1st Street. Originally, the school appears to have been located on Lot 2, Block 14 of Sawyer's Addition as shown on the Sanborn Map from 1924. By approximately the 1950s, the site had been amended to the southern halves of Lots 2 and 3 of Block 14 of Sawyer's Addition.

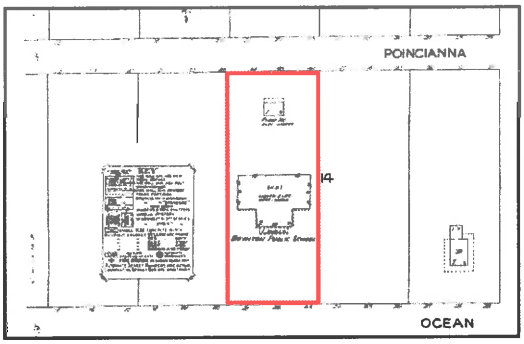

Fig. 37: Sanborn Map 1924

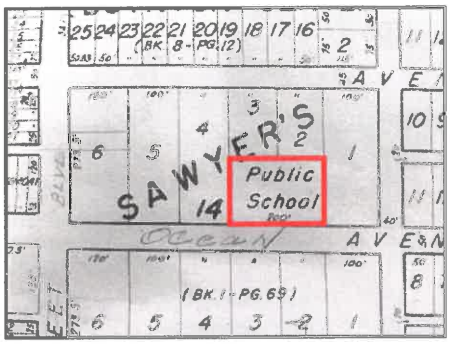

Fig. 38: Plat Map c.1950s:

At some point the site was expanded to an irregularly shaped site comprising Lots 2 & 3 and parts of Lots 4, 5, and 6, Block 14 of Sawyer's Addition.

Fig. 39: Site Aerial (Palm Beach County Property Appraiser Website)

The site is 2.02 acres in area and contains the 1913 school building, a brick paver sculpture plaza, a surfaced parking lot, the Kids Kingdom playground, an amphitheater, and areas of green space. To the north of the site is the City Hall complex which contains the police and fire stations, to the south is the library and civic center complex, to the east is a surfaced parking lot, and to the west, across N. Seacrest Boulevard is the First United Methodist Church. Immediately to the west of the 1913 school building is the historic 1927 High School building which is listed on the Local Register of Historic Places.

Building

Exterior

Much of the following interior and exterior architectural information has been adapted and updated from the 1994 National Register application[1].

The Boynton School is a T-shaped, two-story, masonry Vernacular building resting on concrete stem walls and pier footings. The style is emphasized by the use of rusticated cast concrete block and quoins on the exterior. The building features a low-pitched, hipped roof covered with metal shingles and wood frame doors and windows which contain impact glass. Although the windows resemble the original 1/1 sash and case windows, they do not open. The windows have cast concrete sills and lintels.

Fig. 40: Belfry, Looking SE (4/18/17)

One of the most distinguishing features of the building is the central belfry. Its tower is covered with sheets of decorative tin plate designed to resemble the rusticated concrete block. The tower is crowned with a low-pitched pyramid roof and is flanked on the north and south sides by railings fixed between short piers extending from the tower base.

South Elevation

The primary feature on the south (front) elevation is the arched, hipped roof entry porch. It is accessed by three concrete risers with metal handrails which are flanked by concrete side walls. The porch area has a concrete floor and wooden ceiling. The east side of the porch has a rectangular opening with a cast concrete sill. The west side originally had a similar opening; however, it was enlarged in 1996 to form an entrance to the building from the disabled access ramp which was also installed at that time. The main entrance to the building is via a wooden double door with single-light windows and a three-panel transom. Wood frame windows flank the entrance doors. Above the porch at second floor level is a double central window flanked by single windows. Extending beyond the porch sides are the east and west ends of the main block of the building. On each story of these elevations there are two single windows.

Fig. 41: Entry Porch, Looking N (4/18/17)

[1] *Boynton School National Register of Historic Places Registration Form*, January 1994

West Elevation

The west elevation has a wooden double door with three-light transom accessed by five risers flanked by concrete side walls. There are two windows on either side of the entrance. On the second story is a central double window with two single windows on each side. The front (south) projection has two windows on the first floor and two windows on the second floor.

Fig. 42: East Entrance Door (4/18/17)

East Elevation

The east elevation generally mirrors the west elevation apart from the front (south) projection which has two windows on the second floor but only one on the first floor.

North Elevation

The north (rear) elevation has two single entrances with glazed wood frame doors and transoms, one directly above the other on each floor. The doors are linked by a concrete and steel fire escape stair which runs perpendicular to the building. To the right (west) of each door is a band of four single windows. On either side of the bands of windows on each floor are two single windows.

Interior

First Floor

The main entrance on the south elevation leads directly into a lobby which provides access to restrooms, the first floor hall, the stairway to the second floor, and the gift shop. The first floor hall is a rectangular space that provides access to the elevator and three former rectangular classrooms which now house museum and exhibition space and archives.

Although there was some reconfiguration in 1996 for the installation of new restrooms and the elevator, the main public exhibition spaces comprising the halls, stairs, and former classrooms retain their original spaces. The original stairs and balustrades, wainscoting, wall plaster, door and window surrounds, and wood flooring remain.

Second Floor

The second floor hall provides access to restrooms, the attic stairs, and the second floor hall, which in turn leads to three former rectangular classrooms which now house museum and exhibition space. As with the first floor, the main spaces are relatively unaltered and most of the decorative woodwork and plasterwork has been retained.

Attachment G

Alterations

No date

- Removal of original wood frame double-hung windows and installation of metal frame awning windows, some of which contained window-mounted AC units
- Construction of a canopy attached to the west elevation
- Construction of a wooden disabled access ramp at the entrance

Fig. 43: Awning Windows, AC Units, West Canopy
(National Register Application Form, 1994)

Fig. 44: Front Entrance Access Ramp
(National Register Application Form, 1994)

1996-1999

Exterior:

- Replacement roof shingles
- Repairs to belfry, new aluminum handrail, installation of lights
- Replacement of front entrance and side entrance stairs
- Removal of wooden disabled access ramp, installation of new disabled access ramp and enlarging of original porch west opening to provide access from ramp

Fig. 45: Access Ramp (4/18/17)

Fig. 46: Enlarged Access Opening (4/8/17)

- Removal of rear fire escape stairs, creation of two windows from original fire escape doors, installation of new fire escape stairs and creation of new second floor fire escape door from existing window

Fig. 47: Original Fire Escape Stairs
(National Register Application Form, 1994)

Fig. 48: New Fire Escape Stairs, New Door, Blocked Window (4/18/17)

- Removal of existing doors and installation of new wood and metal doors
- Removal of metal frame awning windows and installation of wood double-hung windows with aluminum storm panels
- Removal of west elevation canopy
- Construction of sculpture plaza

Interior:

- Removal of existing restrooms and installation of new reconfigured restrooms
- Installation of sprinklers, new electrics and new AC mechanical system
- Installation of dropped ceiling on first floor (to hide new mechanical system)
- Installation of new elevator
- Removal of interior partitions, plaster and beading repairs, installation of new wood doors

1998

- Construction of sculpture plaza pergolas and seating

2000

- Construction of amphitheater, seating, restrooms, and plaza bell tower
- Installation of museum displays, theater, storage

2001

- Installation of cut letter sign around entrance arch, installation of plaza clock
- Installation of security system

2010

- Removal of existing amphitheater and construction of new amphitheater

2011

- Installation of new wood frame, impact resistant doors and windows, interior flooring repairs

Attachment H

History

The following pages are copied from the 1994 National Register of Historic Places Registration Form[2]. They provide the history (with Bibliography) of the Boynton School up until 1994. The history of the school building since 1994 has been added at the end.

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Historic Context

In 1890, the Trustees of the Internal Improvement Fund of the State of Florida granted the Florida Coast Line Canal and Transportation Company land in present-day Boynton Beach.[1] This transfer was in accordance with the state's policy to promote development by giving public lands to those who would create canals and railroads. As a result, the East Coast Canal (which would eventually become the Intracoastal Waterway) was slowly progressing southward to create a water passage along the entire east coast of Florida. The era of canal transport had passed its peak, however, and the Canal Company soon began selling some of its lands to real estate developers. The Canal Company sold a tract in the Boynton Beach area to Albert P. Sawyer, a Massachusetts manufacturer and developer. Sawyer's purchase included what was shown on a 1902 plat as "Sawyer's Addition to the Town of Boynton." In 1892, Henry M. Flagler, the primary developer of Florida's east coast, invested in the Canal Company and also entered into a business agreement with Sawyer.[2] This gave the Flagler interests control over a large amount of Boynton land.

Major Nathan Boynton first visited South Florida in 1895. He was accompanied by Congressman William A. Linton, who had staked out his claim and made plans for the community of Linton,

[1] Dade County (FL) Register of Deeds, Book D, p.360-370.
[2] Edward N. Akin, Flagler, Rockefeller Partner and Florida Baron (Gainesville, 1992), 177-179.

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[2] *Ibid.*

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which would eventually become Delray Beach.[3] Both men were from Michigan and had come to the coastal regions of southeast Florida seeking investment and colonization opportunities made possible by the extension of transportation facilities through the region. Thus, the town was named for Boynton, who purchased land subsequent to his initial visit and laid out part of the town.

Before 1896, Flagler had pushed his Florida East Coast Railway as far south as West Palm Beach in order to service his luxury hotels in Palm Beach. Flagler's growing enthusiasm for the development of Miami led to the extension of his railroad south to that city in 1896. The rail line passed through Boynton the same year, providing impetus for growth and development in the community. These settlements, in turn, generated the passengers and freight which provided income for the railroads. Soon after the railroad arrived, Major Boynton, who had by then acquired a large tract of land, constructed the Boynton Hotel overlooking the Atlantic Ocean.

It was not until after the railroad arrived that the community established its first public school. That was in late 1896 or early 1897 under the auspices of the Dade County School Board. The first school was a small, wood frame building just east of the F.E.C. railroad tracks and north of Ocean Avenue.[4] By the time the school opened, the community had some seventy settlers, including thirteen families with eight school-age children.[5]

In 1900 a new school was erected that also served as a community center and church, not only for the pioneer families who depended primarily upon agriculture for their support, but also for the construction workers attracted by Major Boynton's development plans. Townsfolk joined together to build the school, a simple one-room, pine, wood frame structure with gray clapboard siding and a shingle roof. It was located on the

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[3] Gilbert L. Voss, "The Early History of Boynton Beach, "The Examiner, 4 July 1974, 5.
[4] Hazel Daugharty Houston, "Memories of the Boynton School, 1896-1920", Manuscript From the Collection of the Boynton Historical Society, Boynton Beach, FL.
[5] Florida, Census of Youth Between the ages of 6 and 21 years (1896) Dade.

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Public School lot in the Sawyer Addition. A school bell, still housed at the Boynton Beach Elementary School, hung in the belfry and called all the students from the first through the ninth grades to the single classroom school,[6] which at the time stood at the western edge of town, bordered by pine woods and pineapple fields to the west.[7]

The town of Boynton continued to develop along with the region. In 1909 Palm Beach County was organized from areas previously within Dade County. There were close to 700 people in the town in 1910. The majority of workers were employed in agriculture, generally in connection with truck farms. The local fruit and vegetable crops produced revenue of more than $300,000 in the 1913 season. About twenty people were fishermen and there were three general store owners. The community also had a teacher, postmaster, soda bottler, telegraph operator, and a barber.

Approximately half of the population of Boynton Beach in 1910 was black.[8] In 1907, while Boynton was still a part of Dade County, the need for a "colored" school had been recognized.[9] The Boynton Beach School, however, was started as a school for whites, and remained so until the Palm Beach County schools were integrated in the 1970s.

Population pressures led to the division of Boynton's school house into two rooms and the subsequent employment of two teachers. The educational needs of the community, however, were still not being fully satisfied, so in 1911 it was arranged for Boynton's older students to attend Palm Beach High School, the county's only high school, built in 1908. The F.E.C. Railway provided transportation for the students to commute to West Palm Beach.

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[6] Ron Hayes, "Boynton school bell regains familiar ring, "The Palm Beach Post, 2 June 1987, IB, 4B.
[7] Houston, "Memories of the Boynton School"
[8] U.S. Census, manuscript returns for Palm Beach County, Florida, 1910 (Microfilm at Genealogical Society of Palm Beach County)
[9] Dade County Public Schools, School Board Minutes. Book 3. Miami, 8 October 1907.

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Between 1910 and 1920 the population of Palm Beach County grew from less than 6,000 to nearly 19,000. During the same period the Boynton population remained fairly stable. The Town of Boynton was incorporated in 1920. The Florida Boom of the early 1920s had an expanding effect on Boynton and Palm Beach County. Spurred by the optimism generated by the Boom, Major Boynton, still on the scene, tore down his original hotel to clear land for construction of a new seaside resort. Due to the collapse of the speculative boom in 1926, however, his plans were never realized. In spite of the real estate bust, the Town of Boynton, with its agricultural economic base, continued to grow slowly, reaching a population of 1,000 around 1930.[10]

Historic Significance

Despite some years of lagging enrollment, the school population in Boynton continually increased. In 1912 the School Board approved designs for a new school to replace the one built in 1900. The architect was William W. Maughlin of the West Palm Beach firm of Ruggles and Weller.[11] Maughlin, who was born in Maryland, had worked as a draftsman for the Florida East Coast Hotels. He designed a number of public and private buildings in Palm Beach and West Palm Beach. Among his projects for the School Board of Palm Beach County was the high school (now locally referred to as Old Central School), built in 1908 in West Palm Beach. At the time of its construction, this West Palm Beach school was the largest educational building in southeast Florida.[12] Four years later Maughlin designed the Boynton School, which must have been nearly his last project, for in October 1913, he died suddenly in his office, at the age of 63.[13]

In 1912 the Palm Beach County School Board awarded the contract for construction of the new school to A. Mellson. It

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10 Herbert H. Strom, "The Growth of Palm Beach County, "unpublished manuscript, 1960, Exhibit I. Linehan, Early Lantana. 117
11 W.W. Maughlin, "Boynton School House" architectural plans. West Palm Beach: 1912. Originals held by the School Board of Palm Beach County, Palm Beach Gardens, FL.
12 Donald W. Curl, Palm Beach County, An Illustrated History (Palm Beach County, Florida, 1986), 48.
13 The Tropical Sun. October 9, 1913.

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was inspected and accepted by the School Board on April 14, 1913.[14] The new two-story, six-classroom, Masonry Vernacular building was the pride of the community and figured prominently in promotional materials used by local developers. Its masonry vernacular design was a great step forward for Boynton, which had had only small wood frame schoolhouses in the past. At a time when sixty per cent of the schools in Florida had no toilet accommodations, and when some large city schools were officially branded as unsafe, the Boynton School was in the vanguard in meeting public expectations for better schools.[15]

The new school opened on September 8, 1913 with 81 students.[16] This number apparently included the high school students from nearby Hypoluxo and Lantana.[17] Almost simultaneously, Delray Beach, Boynton's neighbor to the south, opened its new school which was similar in size and style to the Boynton school, but designed by a different architect. There were five teachers at the Boynton school in 1914. This was a small number when compared to the count of 25 teachers in West Palm Beach, but consistent with the other twelve towns in the county which had from one to eight teachers each.[18]

The 1920 report from the county school board to the state department of education listed seven new rural schools in the preceding two years. Two years later the county reported more new buildings, including the Lake Worth High School and schools in Palm Beach, South Palm Beach, and other towns.[19]

Enrollment continued to grow, and between 1924 and 1927 the student population in the Palm Beach County district (which also included present-day Martin County) increased from 5,315 to

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[14] The School Board of Palm Beach County. School Board Minutes. Book 1, West Palm Beach: 9 December 1912, 171: 14 April 1913, 190.
[15] The Tropical Sun, October 23, 1913.
[16] The Tropical Sun, September 18, 1913.
[17] The Tropical Sun, September 11, 1913.
[18] Houston, "Memories of the Boynton School"
[19] Department of Education, Floyd T. Christian, Commissioner, "Narrative Reports of County Superintendents, 1918-1922, Research Report #74, Copy of original report at Historical Society of Palm Beach County.

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11,461, with a corresponding increase in the number of teachers. In 1926 a bond issue was passed for a second school in Boynton,[20] and the town's first high school was built, adjacent to the old Boynton School. It was the first time that two schools were operated in Boynton at the same time.

As the nation and Florida moved out of the depression with the approach of World War II, development and growth continued to boost school enrollment. In September 1949, Boynton Beach children began attending Seacrest High School with their neighbors from Delray Beach and Boca Raton.[21] Elementary programs in Boynton Beach subsequently expanded to occupy both the high school and elementary buildings. Still, the tide of students could not be contained within the existing walls of the Boynton Beach Schools, and temporary classrooms began to fill the grounds.

The 1913 school building, which is the oldest school building in Boynton Beach and has been an important part of the community since the early twentieth century, had nearly reached the limit of its usefulness by 1966. The last elementary students attended classes in the old Boynton School in the 1980s. The Palm Beach County School Board currently utilizes the old Boynton School to house special programs such as English for Speakers of Other Languages (ESOL) and special education.

[20] "Boynton Schools to Open Doors Monday." The Palm Beach Post, 1 September 1926.
[21] "School Bells to Ring Sept 6 for all Students," Boynton Beach News, 1 September 1949, 4.

21

In 1994, the Boynton School was added to the National Register of Historic Places for its architectural and historical significance. That same year, ownership of the building transferred from the Palm Beach County School Board to the City of Boynton Beach and a movement was started to raise funds to restore and convert the building to a children's museum[3].

The Schoolhouse Children's Museum and Learning Center opened in 2001 and continues to provide education. Visitors can experience South Florida's history through interactive exhibits and learn about art, music, and the sciences through free weekly programs, education classes, and specialty workshops[4].

[3] Schoolhouse Children's Museum and Learning Center Website
[4] *Ibid.*

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Maughlin, W. W., "Boynton School House," architectural plans. West Palm Beach, 1912. Originals held by the School Board of Palm Beach County, Palm Beach Gardens, FL

Palm Beach County. Public School. School Board Minutes. Book 1: 6 July 1909-17 November 1915.

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Attachment I

Statement of Significance

The subject is the oldest school building Boynton Beach. Its substantial design, facilities, and concrete block construction demonstrated the significance the community placed on education in 1913. The growth of Boynton Beach and its school development at that time reflects developments in the educational system in the community and Palm Beach County. Although no longer used as a school, the building is still used for educational purposes by the Schoolhouse Children's Museum and Learning Center. According to staff at the Children's Museum, it is the only children's museum in Florida which is housed in a historic school building[5].

Added to the National Register of Historic Places in 1994, the school is an excellent example of the Masonry Vernacular style that retains most of its original interior and exterior features. The National Register application form states that the Boynton School is architecturally the best example of the remaining early schools in Palm Beach County as other remaining early county schools have been significantly altered on the exterior. The building is one of the last works of William W. Maughlin, a prominent local architect who designed several public and private buildings in Palm Beach County including the West Palm Beach High School, built in 1908.

The subject is eligible for inclusion in the Boynton Beach Register of Historic Places as it is significant in the areas of education and architecture and it:

- Is associated with events that have made a significant contribution to the broad patterns of the City's history.
- Embodies the distinctive characteristics of a type, period or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction.
- Is listed in the National Register of Historic Places.

However, for a site to be listed on the Local Register, it must also possess integrity. The City Historic Preservation Ordinance recognizes seven aspects that define integrity: location, design, setting, materials, workmanship, feeling, and association. The ordinance is based on the National Register Criteria for Evaluation which states:

'*To retain historic integrity a property will always posses several, and usually most, of the aspects*'.

All properties change over time. It is not necessary for a property to retain all its historic physical features or characteristics. The property must retain, however, the essential physical features that enable it to convey its historic identity. The essential physical features are those features that define both why a property is significant (Applicable Criteria and Areas of Significance) and when it was significant (Periods of Significance)[6].

[5] Suzanne Ross, Executive Director, Schoolhouse Children's Museum and Learning Center.

[6] Andrus P.W. & Shrimpton R.H. (ed.). *National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation*. Washington DC: US Department of the Interior, 1990, revised for the internet 1995.

Location and Setting

The subject retains its integrity with regard to location as the building is sited in its original location and this is the location at which the significant events occurred.

The setting; however, has changed considerably since construction. Photographs from around 1913 suggest that the land surrounding the school was fairly undeveloped. As the town expanded and the need for new schools grew, the High School was built immediately to the west of the subject in 1927. In the post-war years, Boynton expanded rapidly; however, as the aerial from 1953 shows, the land around the school remained undeveloped.

Fig. 49: 1953 Aerial

The surrounding area; therefore, exhibits the natural growth patterns of a developing town with structures of various styles, ages, and uses. The blocks around the school site are now heavily developed with the City Hall complex to the north, the Library complex to the south, the First United Methodist Church to the west and residential to the east. However, the maximum height of these developments is two stories and none dominate the school. Recent developments immediately adjacent to the school include the Kids Kingdom playground to the north, the amphitheater and parking lot to the east and the sculpture plaza with associated structures to the south. These features have had some impact on the setting of the school as there is now much less green space and landscaping around the structure. The following photographs show the landscaping that existed c.1994.

Fig: 50: Green Space to the South (c.1994)
(National Register of Historic Places Registration Form)

Fig. 51: Green Space to the East (c.1994)
(National Register of Historic Places Registration Form)

Based on the above, the integrity of the location is retained; however, there has been some impact on the integrity of the setting.

Design, Materials, and Workmanship

The structure retains the majority of its design features both externally and internally. The most significant exterior alterations are as follows.

- The addition of the disabled access ramp and the enlarging of the opening on the west porch wall to provide access negatively impact the front and most public elevation of the school. However, as the building is now used as a museum with public access, there is a requirement for this addition. The ramp may have been less obtrusive if a railing rather than a wall had been used as this would be less bulky and would have obscured less of the original building. However, appropriate materials have been used and the alterations are reversible.

- The addition of the new fire escape stair to the rear (north) elevation resulted in the removal of the two original fire escape stairs. The new stair has been installed to run perpendicular to the building unlike the original stairs which ran parallel to it. Therefore, the new stairs are more noticeable as they project significantly from the building. The new stairs also resulted in changes to the rear façade of the school as the two original fire escape doors on the second floor were converted to windows and one of the original windows was converted to a door. However, this work has been undertaken appropriately as existing openings were undertaken to accommodate the new escape stairs, appropriate materials have been used to block up the converted windows, and the alterations are reversible.

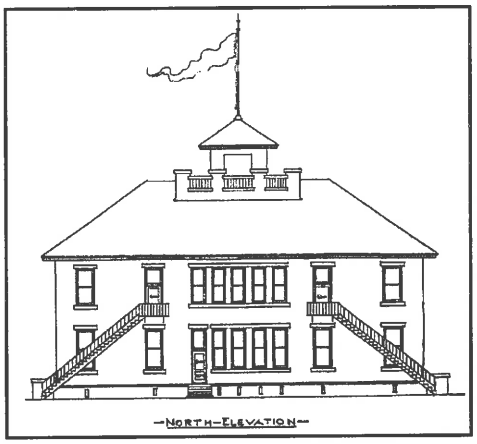

Fig. 52: Original North Elevation

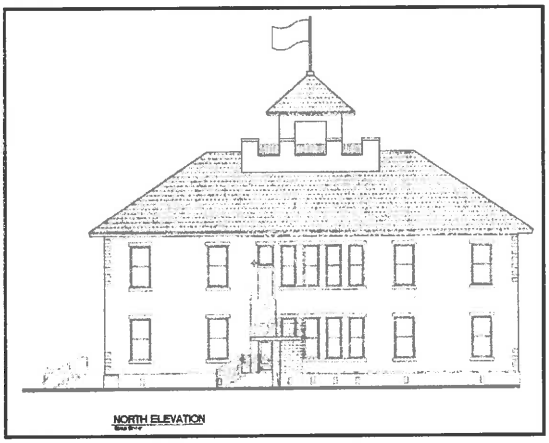

Fig. 53: Existing North Elevation

- The replacement windows do not open; however, they have wood frames and resemble the original double-hung sash windows. The windows also contain impact glass which protects the building and removes the need for other forms of protection such as removable storm panels which require tracks or bolts and can be burdensome to install or unsightly accordion or roll-down shutters which are permanently attached to the building. Appropriate materials have been used and this alteration is reversible.

Internally, there has been some reconfiguration of the original space to accommodate new restrooms and an elevator; however, the main spaces such as the halls, stairwell, and classrooms have been retained.

The materials used in the structure are consistent with the time of construction and the Masonry Vernacular style. The structure retains almost all of the original key materials both externally and internally. Replacement or new materials used during repairs and alterations are either identical to or closely resemble the original materials.

The workmanship exhibited in the construction of the building is of a very high standard and demonstrates the skills used at the time of construction. All repairs and alterations have been carried out to a similar high standard.

Therefore, based on the above, the structure retains the most of its integrity with regard to materials, workmanship and interior design. There has been some adverse effect on the exterior design due to the installation of the disabled access ramp and the fire escape stairs; however, these alterations are necessary for a publicly accessible building, the materials used are consistent with the style and construction of the building, the workmanship has been carried out to a high standard, and the alterations are reversible.

Association

The site retains its association with the events that are significant in the history of the city i.e. the development of the education system. The building is sufficiently intact and is recognizable as a former school.

Feeling

Feeling is how a property expresses its aesthetic or historic sense of a particular period of time through design, workmanship, materials, and setting. Although the setting of the site has changed and there have been some exterior and interior alterations, the design, high quality workmanship, and materials evoke a sense of a past era. The majority of the building's original features remain which convey the property's historic character.

Summary

Therefore, based on the above, the subject property is eligible for individual designation and inclusion on the Boynton Beach Register of Historic Places for its historical and architectural significance. The property is fine example of a Masonry Vernacular school building from the Spanish-American War Period, it retains most of its original features and sufficient integrity to be recognizable as a former school, it has been well maintained, it is associated with significant events from the city's past, and it is listed on the National Register of Historic Places.

Attachment J

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Publications

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Maps and Plats

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Sanborn Map, Boynton, Palm Beach County, Florida. January, 1924.

City Records

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Report prepared by W. Adams
Historic Preservation Planner Senior
April 26, 2017

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/16/2017

REQUESTED ACTION BY COMMISSION: Direct staff to suspend enforcement of the City's Code of Ordinances, Chapter 17, Article II, Solicitors and Canvassers.

EXPLANATION OF REQUEST:
The City of Boynton Beach has a Code Provision regulating door-to-door solicitation which dates back to 1958.

The City Attorney's Office is reviewing the City's regulations to determine the need, if any, for revision. In the interim, we are requesting that the Commission direct staff to suspend enforcement of the City's Code of Ordinances, Chapter 17, Article II, Solicitors and Canvassers, pending further review.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
Updating the City's code is part of the City's Strategic Plan to continuously evolve its policies and procedures in the best interest of the citizens of the City of Boynton Beach.

FISCAL IMPACT: None

ALTERNATIVES: Do not suspend enforcement of this code provision and not have legal review.

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	5/12/2017 - 9:19 AM
Finance	Howard, Tim	Approved	5/12/2017 - 9:19 AM
City Manager	LaVerriere, Lori	Approved	5/12/2017 - 9:39 AM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/16/2017

REQUESTED ACTION BY COMMISSION:
Monthly Departmental Presentations:

ITS/GIS - June, 2017
Public Works - July, 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
Finance	Howard, Tim	Approved	5/4/2017 - 4:35 PM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/16/2017

REQUESTED ACTION BY COMMISSION: July 5, 2017 Commission Meeting has been cancelled.

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 Commission cancelled the July 5, 2017 Commission Meeting at the April 4, 2017 Commission 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
Finance	Howard, Tim	Approved	5/4/2017 - 4:35 PM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/16/2017

REQUESTED ACTION BY COMMISSION:
Budget workshops for the FY 17/18 budget are scheduled in the Library Program Room on the following dates and times:

Monday, July 17, 2017 @ 5:00 P.M.
Tuesday, July 18, 2017 @ 10:00 A.M.
Wednesday, July 19, 2017 @ 2:00 P.M.

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:

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	5/4/2017 - 4:35 PM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/16/2017

REQUESTED ACTION BY COMMISSION: Proposed Medical Cannabis Dispensary Ordinance - 6/20/17

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	5/4/2017 - 4:35 PM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/16/2017

REQUESTED ACTION BY COMMISSION: Draft workforce housing ordinance for discussion - 6/20/17

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	5/4/2017 - 4:35 PM