The City of

Boynton Beach

City Commission Agenda

Tuesday, February 4, 2025, 6:00 PM

City Hall Commission Chambers
100 E. Ocean Avenue

Boynton Beach City Commission

Ty Penserga, Mayor (At Large)
Aimee Kelley, Vice Mayor (District IV)
Angela Cruz, Commissioner (District I)
Woodrow L Hay, Commissioner (District II)
Thomas Turkin, Commissioner (District III)

Daniel Dugger, City Manager
Shawna Lamb, City Attorney
Maylee De Jesus, 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, and presentations. - Time Limit - Three (3) Minutes.

Addressing the Commission: When addressing the Commission, please step up to either podium and state your name for the record.

Decorum: Any person who disrupts 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 cellular phones in the City Commission Chambers while the City Commission Meeting is in session.

The City of Boynton Beach encourages interested parties to attend and participate in public meetings either in-person or via communications media technology online. To view and/or

participate in the City Commission meeting online you have the following options:

1. **Watch the meeting online, but not participate:**

   https://www.boynton-beach.org/748/Watch-City-Commission-Meetings

2. **Watch the meeting online and provide public comment during the meeting:**

   YouTube channel (https://www.youtube.com/@cityofboynton).

   Please click onto the description / more tab under the video player to see:

   *The Agenda link

   *Live-To-Air Public Comment link

   *Instructions on how to make a comment link

   *Tech Support hotline number

If you are following the agenda and want to speak specifically during the agenda item labeled “Public comments”, you are permitted to start the connectivity process during the item that precedes public comments to ensure that all contributors are in que, screened and ready when that segment of the agenda is presented, or please wait until your topic of concern is being discussed before requesting to join the meeting for public comment.

Please note that time limits will be enforced so comments must be limited to no more than 3 minutes.

*Presenters, Consultants, and Subject Matter Experts (SME) may join at any time with prior approval.

For additional information or for special assistance prior to the meeting, please contact Maylee De Jesús, City Clerk at cityclerk@bbfl.us or (561) 742-6061.

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1. **<u>Openings</u>**

   A. Call to Order - Mayor Ty Penserga
   Roll Call.

Invocation by Commissioner Woodrow Hay.

Pledge of Allegiance to the Flag led by Commissioner Angela Cruz.

Agenda Approval:
1. Additions, Deletions, Corrections
2. Adoption

2. **Other**

A. Information Items by members of the City Commission.
City Commissioners to disclose any informational items to the public.

3. **Announcements, Community and Special Events And Presentations**

A. Proclamation- Recognition of the Boca Raton Bowl and its positive impact on the City of Boynton Beach.
Proclamation submitted by the Recreation and Parks Department and will be accepted by Boca Bowl Executive Director Doug Mosley and Director of Events and Media Paige Kornblue.

B. Announcement- The Magic Wheels & Special Deals event.
This is an announcement of the Magic Wheels & Special Deals event, which includes a disability services resource fair, music, live performances and the “Magic Wheels” unveiling. This free, family-friendly event is from 5 - 8 P.M. Thursday, February 6, 2025, at the Ezell Hester Jr. Community Center, 1901 N. Seacrest Blvd. It his hosted by Recreation and Parks.

C. Announcement- Boynton Beach's Dog "Paw-ty" on the Beach.
Boynton Beach's Dog "Paw-ty" on the Beach from 9 A.M. to Noon on Saturday, February 15, at Oceanfront Park, 6415 N. Ocean Blvd. This is the final Oceanfront Bark event of the season. This month's theme is "Puppy Love." Dogs and their owners are encouraged to dress up in Valentine's Day attire and enjoy giveaways, a photo contest sponsored by Raising Canes and more. This event is free for all well-behaved, licensed dogs and their owners. Dogs will be allowed off-leash in a designated, fenced area. Parking at Oceanfront Park is free for all beach patrons for the duration of the event. This event is hosted by the Recreation & Parks Department. For more information, visit the city's website Boynton-beach.org.

D. Announcement- 13th Annual Barrier Free 5K.
This is an announcement of the 13th annual Barrier Free 5K on Saturday, February 8, 2025. The event helps raise money for the expansion of the park, which was designed to accommodate individuals with disabilities by providing a place to play, laugh and live without limits. The 5k, which is hosted by the Greater Boynton Beach Foundation and the Recreation & Parks Department, will start at 7:30 A.M. at Congress Avenue Barrier Free Park, 3111 S. Congress Avenue. For more information and 5K registration, visit barrierfree5k.pbrace.com/.

4. **Public Audience**

Public Audience: Any citizen may be heard concerning any matter within the scope

of the jurisdiction of the Commission. 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. Advisory Board Appointments.
   City Commission to reappoint and appoint eligible members of the community to serve in vacant positions on City Advisory Boards.

6. **Consent Agenda**

   A. Proposed Resolution No. R25-030- Approve a Letter of Commitment for the City of Boynton Beach to become an Interstate Renewable Energy Council (IREC) Charging Smart designated community.

   Staff recommends approval of Proposed Resolution No. R25-030.

   B. Proposed Resolution No. R25-031- Approving a Piggyback Agreement with Kone, Inc. to supply Citywide elevator maintenance and repair services in an amount not to exceed $100,000 annually, piggybacking Omnia contract #EV2516, which expires 11/30/2029.

   Staff recommends approval of Proposed Resolution No. R25-031.

   C. Proposed Resolution No. R25-032- Approve a temporary On-The-Job Training Agreement with Florida Division of Vocational Rehabilitation.
   Staff recommends approval of Proposed Resolution No. R25-032.

   D. Proposed Resolution No. R25-033- Approve and award ITB# REC25-013B- Galaxy Park Field Lighting Project with Davco Electrical Contractors Corporation to complete the installation of field lighting at Galaxy Park project for $515,892.88 plus a contingency of 10% or $51,589.29 bringing the total potential project allocation to $567,482.17.

   Staff recommends approval of Proposed Resolution No. R25-033.

   E. Proposed Resolution No. R25-034- Approve an Interlocal Agreement between the City of Boynton Beach and the Boynton Beach CRA for the reimbursement of construction costs associated with the Neighborhood Officer Policing Program located within the Boynton Beach Community Redevelopment Area.

   Staff recommends approval of Proposed Resolution No. R25-034.

   F. FY2023-24 Financial/Budget Status Report for General Fund and Utility Fund Year-End at September, 2024.
   Accept the Fiscal Year 2023-2024 Budget Status Report of the General Fund and the Utilities Fund for the twelve-month period ended September 30, 2024, unaudited.

G. Proposed Resolution No. R25-035- Approve Task Order No. GESUT-2C-04-25 with CDM Smith, Inc. to assist the City in reviewing, refining, and updating its base construction contract specifications, for a not-to-exceed amount of $65,791.
Staff recommends approval of Proposed Resolution No. R25-035.

H. Proposed Resolution No. R25-036- Adopt the City of Boynton Beach Mobility Fee Technical Report with Updated Mobility Plan Projects.
Staff recommends approval of Proposed Resolution No. R25-036.

I. Proposed Resolution No. R25-037- Approve the Settlement and Release for $200,000 in connection with claim nos. 0636004 and 06370097 for Workers Compensation injuries that occurred on October 23, 2022 and September 21, 2024.
Staff recommends approval of Proposed Resolution No. R25-037.

J. Proposed Resolution No. R25-038- Authorizing the City to apply for the Climate Smart Communities Initiative's Grant Program to advance community-based climate resilience efforts in the amount of $100,000, and if awarded, authorizing the City to accept the grant and authorizing execution of all future documents associated with the grant, subject to the approval of the City Attorney.

Staff recommends approval of Proposed Resolution No. R25-038.

K. Proposed Resolution No. R25-039- Approve Substantial Amendment to the Community Development Block Grant FY 2022.
Staff recommends approval of Proposed Resolution No. R25-039.

L. Commission Meeting Minutes.
Approve minutes from the January 7, 2025 City Commission Meeting.

7. **Consent Bids and Purchases over $100,000**

A. Proposed Resolution No. R25-040- Approve single-source purchase and issuance of a purchase order for a Vapex Radical Odor Control System for Master Lift Station # 317 from Vapex Environmental Technologies, LLC for an amount of $169,750.
Staff recommends approval of Proposed Resolution No. R25-040.

B. Proposed Resolution No. R25-041- Approve Task Order No. GESUT-3C-03-25 with Carollo Engineers, Inc. to update and calibrate the City's wastewater model and the City's potable water model and services to convert the wastewater model from Innovyze InfoSWMM to Bentley SewerGEMS and the potable water model from Innovyze InfoWater to Bentley WaterGEMS, for a not-to-exceed amount of $400,000.
Staff recommends approval of Proposed Resolution No. R25-041.

C. Proposed Resolution No. R25-042- Approving First Amendment to Piggyback Agreement between the City and Centerline Drilling, Inc. for continuing well maintenance and rehabilitation services increasing the annual not to exceed expenditure amount from $200,000 to $300,000.
Staff recommends approval of Proposed Resolution No. R25-042.

D. Proposed Resolution No. R25-043- Award Request for Proposal No. BD25-014R for Supplemental Building Inspections and Plan Review Services to C.A.P. Government, Inc., GFA International, Inc. d/b/a Universal Engineering Sciences, Inc., and Calvin,

Giordano & Associates, Inc., and approve Professional Services Agreements for a three-year term with the option to renew for one additional two-year term with the awarded Consultants who will be utilized on an "as needed basis" with an annual expenditure not to exceed $400,000 in the aggregate.
Staff recommends approval of Proposed Resolution No. R25-043.

E. Proposed Resolution No. R25-044- Award Invitation to Bid No. UTL 25-002 for West Water Treatment Plant Water Quality Laboratory Renovation to East Coast Construction Group, Inc., and approve the Agreement between the City and East Coast Construction Group, Inc. in the amount of $1,898,290 with an additional 10% contingency in the amount of $189,829 for staff-authorized change orders to address unforeseen conditions, bringing the total not-to-exceed contract and purchase order amount to $2,088,119. Additionally, approve a budget transfer to allocate sufficient funding for this project.
Staff recommends approval of Proposed Resolution No. R25-044.

8. **Public Hearing**

6 P.M. or as soon thereafter as the agenda permits. T he City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

A. Proposed Ordinance No. 25-001- First Reading- An Ordinance of the City of Boynton Beach, Florida, approving the abandonment of the twenty-foot (20') wide alley abutting the approved Villages of East Ocean (north) mixed-use development as recorded in Plat Book 1, Page 23 of the public records of Palm Beach County; authorizing the City Manager to execute a disclaimer, which shall be recorded with this ordinance in the public records of Palm Beach County, Florida; and providing an effective date.
Staff recommends approval of Proposed Ordinance No. 25-001 on First Reading.

B. Proposed Ordinance No. 25-002- First Reading- An Ordinance of the City of Boynton Beach, Florida, amending Code of Ordinances Part III, "Land Development Regulations," Chapter 1, "General Administration," Article II, "Definitions," and Chapter 2, "Land Development Process," Article VI, "Impact and Selected Fees," Section 7, "Palm Beach County Fees" and establishing Section 10, "Mobility Fees;" providing for update of definitions; providing for repeal of the collection of County road impact fees within the mobility fee assessment area; providing for collection of mobility fees within the mobility fee assessment area; providing for authority; setting forth general provisions for mobility fees, definitions, purpose, the mobility fee technical report, and rules of construction; providing for imposition and a mobility fee schedule; providing for establishment of a mobility fee assessment area; providing for the process for review of alternative and special fee determinations, credits, establishment of a mobility fee benefit district, fund accounts, expenditures, refunds, effects on land development regulations, development of an administrative procedures and service charges, requirements for annual reporting, review and updates, agreements, interlocal agreements, vested rights, and penalties for violations; providing for conflicts; providing for severability; providing for scrivener's

errors; providing for liberal interpretation; providing for modifications; providing for conflicts, severability and an effective date.

Staff recommends approval of Proposed Ordinance No. 25-002, on First Reading.

9. **City Manager's Report**

10. **Regular Agenda**

11. **Future Agenda Items**

A. Discussion regarding how to attract more affordable housing within the City.- **February 18, 2025**

Requested by Vice Mayor Kelley.

B. Discussion regarding Citywide Master Plan to light up the City.- **TBD**

Requested by Commissioner Turkin.

C. Discussion on additional paving in fiscal year 24-25 - **TBD**
Requested by Commissioner Turkin

D. Discussion on utility lift station upgrades and odor control - **TBD**
Requested by Commissioner Hay.

E. Discussion regarding the City's Comprehensive Plan. - **TBD**
Requested by Commissioner Cruz.

F. Discussion regarding requirements for Advisory Board Appointments.- **Pending meeting with Vice Mayor Kelley**
Requested by Vice Mayor Kelley.

G. Discussion regarding Hazard Pay for Community Standards.- **Pending meeting with Commissioner Cruz**
Requested by Commissioner Cruz.

H. Discussion regarding Amendments to the Code of Ordinances regarding flooding in the community.- **Pending meeting with Commissioner Cruz**
Requested by Commissioner Cruz.

I. Discussion regarding combining City properties together to create senior affordable housing . **- Pending meeting with Mayor Penserga**
Requested by Mayor Penserga.

12. **Adjournment**

Notice

If a person decides to appeal to 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 proceedings 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

Meeting Date: 02/ 4/2025

Proclamation- Recognition of the Boca Raton Bowl and its positive impact on the City of Boynton Beach.

Requested Action: Proclamation submitted by the Recreation and Parks Department and will be accepted by Boca Bowl Executive Director Doug Mosley and Director of Events and Media Paige Kornblue.

Explanation of Request: This proclamation is in acknowledgement of the Boca Raton Bowl, specifically recognizing the work of Executive Director Doug Mosley and Director of Events and Media Paige Kornblue.

How will this affect city programs or services? N/A

Account Line Item and Description: NA

Fiscal Impact: N/A

Attachments:
Boca Raton Bowl Recognition.pdf

City of Boynton Beach

Proclamation

WHEREAS, the partnership of the Boca Raton Bowl with Ezell Hester Jr. Field has brought recognition and enhanced opportunities for the Boynton Beach community; and

WHEREAS, the selection of Ezell Hester Jr. Field as a practice site for the Boca Raton Bowl reflects the dedication of the City of Boynton Beach to supporting sports and athletic initiatives; and

WHEREAS, this collaboration has provided local athletes, families, and residents with unique experiences and inspiration, further strengthening the bond between the City of Boynton Beach and the wider athletic community; and

WHEREAS, the Boca Raton Bowl has positively impacted Boynton Beach, highlighting the importance of partnerships in promoting athleticism, teamwork, and community pride;

NOW THEREFORE, I, Ty Penserga, Mayor of the City of Boynton Beach, Florida, do hereby recognize and honor the Boca Raton Bowl for their outstanding partnership and contributions to our community in connection with the selection of Ezell Hester Jr. Field as a practice site for the Boca Raton Bowl.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach, Florida, this 4th day of February, Two Thousand Twenty-five.

_____
Ty Penserga, Mayor

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/ 4/2025

Announcement- The Magic Wheels & Special Deals event.

Requested Action: This is an announcement of the Magic Wheels & Special Deals event, which includes a disability services resource fair, music, live performances and the “Magic Wheels” unveiling. This free, family-friendly event is from 5 - 8 P.M. Thursday, February 6, 2025, at the Ezell Hester Jr. Community Center, 1901 N. Seacrest Blvd. It his hosted by Recreation and Parks.

Explanation of Request: This is an announcement of the Magic Wheels & Special Deals event, which will be held on from 5 - 8 p.m. Thursday, February 6, at the Ezell Hester Jr. Community Center, 1901 N. Seacrest Blvd. This free, family-friendly event includes a disability services resource fair, music, live performances and the “Magic Wheels” unveiling.

How will this affect city programs or services? Support Services provided by the Boynton Beach Police Department and Boynton Beach Fire Rescue.

Budgeted Item: Yes

Account Line Item and Description: 001-2710-572-49-17 Other Contractual Services

Fiscal Impact: This is a budgeted event.

Attachments:
Magic Wheels Event-Postcard (Presentation) (1).png

FREE

Magic Wheels and Special Deals

CITY OF BOYNTON BEACH
Recreation and Parks







Thursday, February 6
5:00PM
Ezell Hester Jr. Center
1901 N. Seacrest Blvd.

LEARN MORE

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/ 4/2025

Announcement- Boynton Beach's Dog "Paw-ty" on the Beach.

Requested Action: Boynton Beach's Dog "Paw-ty" on the Beach from 9 A.M. to Noon on Saturday, February 15, at Oceanfront Park, 6415 N. Ocean Blvd. This is the final Oceanfront Bark event of the season. This month's theme is "Puppy Love." Dogs and their owners are encouraged to dress up in Valentine's Day attire and enjoy giveaways, a photo contest sponsored by Raising Canes and more. This event is free for all well-behaved, licensed dogs and their owners. Dogs will be allowed off-leash in a designated, fenced area. Parking at Oceanfront Park is free for all beach patrons for the duration of the event. This event is hosted by the Recreation & Parks Department. For more information, visit the city's website Boynton-beach.org.

Explanation of Request: Boynton Beach's Dog "Paw-ty" on the Beach is hosted by the Recreation & Parks Department from 9 A.M. to Noon on Saturday, February 15, at Oceanfront Park, 6415 N. Ocean Blvd. This is the final Oceanfront Bark event of the season. This month's theme is "Puppy Love." Dogs and their owners are encouraged to dress up in Valentine's Day attire and enjoy giveaways, a photo contest sponsored by Raising Canes and more. This event is free for all well-behaved, licensed dogs and their owners. Dogs will be allowed off-leash in a designated, fenced area. Parking at Oceanfront Park is free for all beach patrons for the duration of the event. For more information visit the city's website Boynton-beach.org

How will this affect city programs or services? Support Services will be provided by Public Works and parking will be free at Oceanfront Park during the event.

Budgeted Item: Yes

Account Line Item and Description:

172-2712-572-49-17 Other Contractual Services

Fiscal Impact: Parking fees will be waived for the duration of the event.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/ 4/2025

Announcement- 13th Annual Barrier Free 5K.

Requested Action: This is an announcement of the 13th annual Barrier Free 5K on Saturday, February 8, 2025. The event helps raise money for the expansion of the park, which was designed to accommodate individuals with disabilities by providing a place to play, laugh and live without limits. The 5k, which is hosted by the Greater Boynton Beach Foundation and the Recreation & Parks Department, will start at 7:30 A.M. at Congress Avenue Barrier Free Park, 3111 S. Congress Avenue. For more information and 5K registration, visit barrierfree5k.pbrace.com/.

Explanation of Request: This is an announcement of the 13th annual Barrier Free 5K on February 8. The event helps raise money for the expansion of the park, which was designed to accommodate individuals with disabilities by providing a place to play, laugh and live without limits. The event is being hosted by the Greater Boynton Beach Foundation and the Boynton Beach Recreation & Parks Department.

How will this affect city programs or services? Support Services will be provided by Public Works, Boynton Beach Police Department and Boynton Beach Fire Rescue.

Budgeted Item: Yes

Account Line Item and Description: 001-2710-572-49-17 Other Contractual Services

Fiscal Impact: This is a budgeted event. The Tennis & Pickleball Center will be closed until 10 A.M. on the day of the race.

Attachments:
Barrier 2025 1920 x 1080 Digital Display.jpg


BARRIER FREE
5K
FINISHER MEDALS
CUSTOM BIBS
RACE TECH SHIRTS
CHIP TIMING
FOOD. MUSIC.
FUN FOR THE
ENTIRE FAMILY!
FEBRUARY 8, 2025 | 7:30AM
SCENIC COURSE THROUGH
HUNTER'S RUN GOLF & RACQUET CLUB
5K RUN/WALK & WHEELCHAIR DIVISION
1-MILER, 100-YARD KIDS DASH
BARRIER FREE PARK
BOYNTON BEACH
SCAN FOR DETAILS
AND TO REGISTER
This event helps to raise money for the expansion of the Congress Avenue Barrier Free Park. This park was specifically designed to accommodate individuals with disabilities, young and old, by providing a place to play, laugh and live without limits.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/ 4/2025

Advisory Board Appointments.

Requested Action: City Commission to reappoint and appoint eligible members of the community to serve in vacant positions on City Advisory Boards.

Explanation of Request:

The City Clerk's Office has received applications from City residents who are seeking to become new board members.

The attached list contains term openings and vacancies on the various advisory boards with the designated Commission members having responsibility for the appointment to fill each term opening and vacancy.

How will this affect city programs or services? Appointments are necessary to keep City Advisory Boards full and operating as effectively as possible.

Fiscal Impact: There is no fiscal impact to the budget for this item.

Attachments:
Advisory_Board_Appointments_Reappointments_and_Applicants_for_February 4, 2025.docx
Schmitz, Shannon Affordable Housing Advisory Committee.pdf
Doctor, Barry Recreation and Parks Board.pdf

Advisory Board Vacancies February 4, 2025

Affordable Housing Advisory Committee
3 Year Term

I	Cruz	Citizen who represents essential services personnel
II	Hay	Citizen who represents those areas of labor actively engaged in home building in connection with affordable housing

Applicant: Shannon Schmitz — Citizen who represents essential services personnel

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Art Advisory Board
Regular member 2 (2 year) terms
Alternate Member 2 (1 year) terms

I	Cruz	Regular	Vacant
II	Turkin	Regular	Vacant

Applicants: None

Building Board of Adjustment and Appeals
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

Vice Mayor	Kelley	Regular	Replaces Paul Bortz – 2nd term expired
I	Cruz	Regular	Replaces Timothy Dornblaser – 2nd term expired
II	Hay	Regular	Replaces Sanford Guritzky – 2nd term expired
III	Turkin	Regular	Vacant
Mayor	Penserga	Regular	Vacant
Vice Mayor	Kelley	Alternate	Vacant
I	Cruz	Alternate	Vacant

Applicants: None

Education and Youth Advisory Board
Regular Member 2 (2 year) terms
Alternate/Student Member 2 (1 year) terms

Vice Mayor	Kelley	Regular	Vacant

Applicants: None

Historic Resources Preservation Board – Quasi-judicial
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

Mayor	Penserga	Alternate	Replaces Victor Norfus – did not apply for 2nd term
I	Cruz	Alternate	Vacant

Applicants: None

Recreation and Parks Board
Regular member 2 (2 year) terms
Alternate Member 2 (1 year) terms

I	Cruz	Alternate	Vacant
II	Hay	Alternate	Vacant

Applicants: Barry Doctor

Senior Advisory Board
Regular member 2 (2 year) terms
Alternate Member 2 (1 year) terms

Vice Mayor	Kelley	Alternate	Vacant
I	Cruz	Alternate	Vacant

Applicants: None

Stanzione, Tammy

From: City Clerk
Sent: Friday, December 27, 2024 7:24 AM
To: Stanzione, Tammy; De Jesus, Maylee
Subject: FW: Advisory Board Appointment application
Attachments: S.Schmitz_Resume_2024.docx.pdf

From: scrutchfield427 <noreply@123formbuilder.com>
Sent: Thursday, December 26, 2024 5:58 PM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

This Message Is From an External Sender
This message came from outside your organization.

Today's date	12/26/2024
Name	Shannon Schmitz
Phone number	561-484-4328
Address	5052 Saint John Ave N Boynton Beach FL 33472 The Netherlands
Email	scrutchfield427@gmail.com
Current occupation or, if retired, prior occupation	Specialist with the School District of Palm Beach County
Education	Masters
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	No
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	

Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Affordable Housing Advisory Committee
If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	Yes
Personal Qualifications	Data-Driven Decision Making: Expertise in using data to monitor initiatives, key for analyzing and recommending affordable housing policies. Collaborative Partnerships: Experience building partnerships with stakeholders, supporting collaboration between government, developers, and community organizations. Strategic Planning: Skilled in developing and monitoring strategic plans, crucial for reviewing housing policies. Community Engagement: Coordinated initiatives to engage stakeholders in housing development. Monitoring Initiatives: Proven success in evaluating programs to assess housing policies. Leadership: Leadership in guiding teams, advising on strategic decisions for housing solutions.
Professional Memberships	
Feel free to attach/upload an extra sheet or resume.	https://form.123formbuilder.com/upload_dld.php?fileid=508cc3b834b245a898639d50a55bbead
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 127.0.0.1 (The Netherlands) at 2024-12-26 17:57:56 on Chrome 120.0.0.0
Entry ID: 739
Referrer: https://www.boynton-beach.org/
Form Host: https://form.123formbuilder.com/583214/advisory-board-appointment-application

SHANNON SCHMITZ

Boynton Beach, FL 33472
561-484-4328
scrutchfield427@gmail.com

PROFESSIONAL EXPERIENCE

Data Solutions Specialist — West Palm Beach, Florida
School District of Palm Beach County — July 2024 - Present

- **Establish and maintain collaborative partnerships with regional school departments, administrators, and stakeholders to support educational initiatives through data-driven insights and our reporting solutions**
- Compiled and organized data into comprehensive spreadsheets and presentations, distributing them to administrators for dissemination among staff and stakeholders
- **Developed site-specific tools to monitor program fidelity**, ensuring alignment with academic goals and enhancing initiative effectiveness
- **Built alert systems to identify at-risk students especially tailored to ESE, Black, and ELL students across 35 schools, enabling targeted and timely interventions**
- Provided technical support and training to administrators and teachers, enhancing user proficiency across 35 schools
- **Maintained and managed comprehensive data portfolios for 35 schools**, ensuring accuracy and accessibility, and regularly shared insights with the regional superintendents and school site administrators

Single School Culture Coordinator — Boca Raton, Florida
Math/Science Administrator — July 2023 - July 2024
Coral Sunset Elementary School
School District of Palm Beach County

- **Formulated and oversaw the implementation of the School Improvement Plan, ensuring strategic alignment and ongoing progress tracking**
- Developed, designed, and coordinated community and school events
- Guides teachers in effectively using data to make adjustments to instruction, successful alignment and implementation of school improvement decisions, and development of the school-wide culture.
- Implements and monitors school-wide initiatives to support positive culture and academic achievement
- **Analyze data to pinpoint targeted areas for supporting students and educators**
- Plan and implement Professional Learning Communities for all grade levels Kindergarten through Fifth Grade
- Designed and implemented engaging curriculum materials tailored to diverse learning styles, fostering enhanced student comprehension and academic achievement
- **Constructed comprehensive data spreadsheets to monitor student progress and support teachers in optimizing data-driven instruction**
- **Implemented a school-wide initiative** challenge iReady Rocks to increase student engagement and improve academic success in iReady
- **Increased math proficiency** on the FAST from PM1 to PM3
    - 3rd grade **increased 73%**
    - 4th grade **increased 55%**
    - 5th grade **increased 55%**
- **Developed and delivered tailored professional development** sessions for staff, focusing on enhancing instructional practices in mathematics and science

Elementary Teacher, Self-contained — Boynton Beach, Florida
Team Leader and School Leadership Team Member — June 2019- July 2023
Crystal Lakes Community Elementary
School District of Palm Beach County

- SY23 **Increased 5th-grade Science proficiency** from 43% to 60% (+17)
  - **ESE increased** proficiency from 22% to 43% (+21)
- SY23 **Increase 5th grade Math proficiency** from 42% to 61% (+19)
  - **ESE increased** proficiency from 26% to 39% (+13)
- **Designed and delivered specialized professional development workshops** exclusively focused on enhancing teaching practices in the field of science
- Served as the School Advisory Council Chairperson
- Served as a Team Leader
- Participated as a member of the School Leadership Team
- Facilitated Professional Learning Communities (PLCs) with teachers utilizing data to focus on standard-based instruction
- Implemented and monitored a remediation plan for Math and Science
- **SY 23 and SY22 Contributed to the development, drafting, and monitoring of the School Improvement Plan**
- **Facilitated discussion on data analysis within Professional Learning Communities**
- Served on the Principal Leadership Team
- **Conducted Data Analysis to Drive Decision-Making**
- **Represented as a Teacher Mentor to new teachers on campus**
- **Implemented a 5th grade Science initiative curriculum** called "Science Shakedown" to increase academic proficiency from 43% to 60%
- Strategized and organized parent engagement initiatives, fostering collaborative partnerships between educators and families to enhance success and community involvement

Elementary Teacher, 2nd and 3rd — Lake Worth, Florida
Yearbook Sponsor — August 2015 to June 2019
South Grade Elementary School

Cambridge Science Teacher, 6th Grade — Palms West, Florida
Renaissance Charter School, Palms West — August 2014 to June 2015

International Mathematics Teacher, 3rd and 4th Grade Math — Neuss, Germany
ISR Internationale Schule am Rhein — January 2013 to July 2013

Elementary Teacher, 4th and 6th Grade — Alabaster, Alabama
Cheerleading Coach — August 2011 to January 2013
Kingwood Christian School

EDUCATION

2021 **Educational Leadership Certification**
American College of Education - Indianapolis, IN

Shannon Schmitz, MAT
scrutchfield427@gmail.com
(561) 484 - 4328

2010 **Master of Arts: Teaching - Elementary Education K-6**
Trevecca Nazarene University - Nashville, TN

2006 **Bachelor of Science: Psychology/Sociology**
University of Alabama At Birmingham - Birmingham, AL

CERTIFICATIONS

- Elementary Education - K-6
- Educational Leadership- All Levels
- ESOL Endorsement - K-12
- Reading Endorsement - K-12

PROFESSIONAL TRAININGS

- Aspiring Assistant Principal Program (Cohort 4)
- Florida Civics Seal of Excellence
- S.P.I.R.E.
- Youth Mental Health
- Dyslexia Awareness
- Google Certified
- Tobacco Prevention
- Cambridge Trained

Shannon Schmitz, MAT
scrutchfield427@gmail.com
(561) 484 - 4328

Stanzione, Tammy

From: City Clerk
Sent: Thursday, December 26, 2024 7:04 AM
To: Stanzione, Tammy; De Jesus, Maylee
Subject: FW: Advisory Board Appointment application

From: barry.doctor <noreply@123formbuilder.com>
Sent: Monday, December 23, 2024 4:38 PM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

This Message Is From an External Sender
This message came from outside your organization.

Today's date	12/23/2024
Name	Barry Doctor
Phone number	952-240-7399
Address	812 W Ocean Ave Boynton Beach FL 33426 United States
Email	barry.doctor@gmail.com
Current occupation or, if retired, prior occupation	Reruiter
Education	MBA
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Recreation & Parks Board

If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	Yes
Personal Qualifications	In St Louis Park, MN, I was awarded with the Youth Coaches Hall of Fame appointment for service to the community in hockey, Little League and soccer. As a board member of each sports board of directors, we worked closely with the Rec and Parks Board to bring value to the community. I also served my synagogue as a member of the youth committee. In Toastmasters, I have worked with the youth version - gavel clubs to teach high schoolers public speaking and leadership skills.
Professional Memberships	
Feel free to attach/upload an extra sheet or resume.	
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 73.139.204.137 (United States) at 2024-12-23 16:37:40 on Chrome 131.0.0.0
Entry ID: 738
Referrer: https://www.boynton-beach.org/
Form Host: https://form.123formbuilder.com/583214/advisory-board-appointment-application

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/ 4/2025

Proposed Resolution No. R25-030- Approve a Letter of Commitment for the City of Boynton Beach to become an Interstate Renewable Energy Council (IREC) Charging Smart designated community.

Requested Action:

Staff recommends approval of Proposed Resolution No. R25-030.

Explanation of Request:

Charging Smart is a national technical assistance and designation program that supports local governments in setting and achieving EV-readiness goals. The Charging Smart program assists local governments in setting and achieving equitable and impactful electric vehicle (EV) readiness goals. Funded by the U.S. Department of Energy (DOE), Charging Smart offers free technical assistance to help local governments adopt policies, practices, and incentives that exemplify recognized best practices for enabling efficient and equitable EV charger expansion. This program is managed by the Interstate Renewable Energy Council (IREC), the same organization that manages the SolSmart designation program. The City of Boynton Beach has participated in the SolSmart program since 2018 as a SolSmart Gold community.

Participation in the IREC's Charging Smart Program will provide the City with support for local EV adoption and EV charging deployment and is modeled similarly to the SolSmart program. By signing this letter of commitment, Boynton Beach would be one of the first communities outside of the pilot states to commit to the program. More information can be found at https://irecusa.org/programs/charging-smart/.

How will this affect city programs or services?

The program will allow the City of Boynton Beach to strategically manage the expansion of clean energy technologies and provide a framework for proper planning and deployment of EV charging infrastructure.

Account Line Item and Description: No cost to the City.

Fiscal Impact:

Participation in the program comes with no cost to the City. The program provides the City with no cost technical assistance as well as tools and a framework to deploy EV charging infrastructure. Participation in this program will support the City's plans to conduct an EV charging study across the City and develop a strategic plan for wide-scale EV deployment.

Attachments:
R25-030 Agenda_Item_2606-2023_Resolution_for_Interstate_Renewable_Energy_Counceil_Charging_Smart_participation.
Exhibit A to Resolution - Attachment 1. COBB Charging Smart Letter of Commitment.docx
Exhibit B to Resolution - Attachment 2. Charging Smart Consultation Deck_Boynton Beach.pptx

RESOLUTION NO. R25-030

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A LETTER OF COMMITMENT FOR THE CITY OF BOYNTON BEACH TO BECOME AN INTERSTATE RENEWABLE ENERGY COUNCIL CHARGING SMART COMMUNITY; AUTHORIZING THE MAYOR, TO APPROVE THE LETTER OF COMMITMENT AND EXECUTE ALL FUTURE DOCUMENTS ASSOCIATED WITH THE CITY'S PARTICIPATION, SUBJECT TO THE APPROVAL OF THE CITY ATTORNEY; AND FOR ALL OTHER PURPOSES.

WHEREAS, Charging Smart is a national technical assistance and designation program that supports local governments in setting and achieving electric vehicle ("EV") readiness goals; and

WHEREAS, the Charging Smart program is funded by the United States Department of Energy ("DOE"), to offer free technical assistance to help local governments adopt policies, practices, and incentives that exemplify recognized best practices for enabling efficient and equitable EV charger expansion; and

WHEREAS, the Charging Smart program is managed by the Interstate Renewable Energy Council ("IREC"), the same organization that manages the SolSMart designation program; and

WHEREAS, the City has participated in the SolSmart program since 2018 as a SolSmart Gold community; and

WHEREAS, upon recommendation of staff, the City Commission finds it in the best interest of the citizens and residents of the City to announce its commitment to become a Charging Smart designated community in order to accelerate the local adoption of EVs and EV charging and to reduce EV charger costs, and authorize the Mayor to execute the commitment letter.

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

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as

being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2. The City Commission approves the proposed Letter of Commitment, attached as Exhibit A, and authorizes the Mayor to execute the Letter of Commitment, subject to review for legal sufficiency by the office of the City Attorney, and authorizes the City Manager to take all administrative and budgetary actions necessary to implement the City's participation as a Charging Smart designated community, including completion of a City assessment using the criteria provided by Charging Smart's consultation directives, in form and substance similar to that attached as Exhibit B.

SECTION 3. This Resolution shall become effective as provided by law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of February 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Date

Interstate Renewable Energy Council
125 Wolf Road
Suite 100
Albany, NY 12205

Dear Ed Gilliland,

On behalf of the City of Boynton Beach, I am proud to announce our commitment to become a Charging Smart designated community. In partnership with the Charging Smart team, Boynton Beach's dedicated staff members will work to accelerate local adoption of EVs and EV charging. Boynton Beach will work with the Charging Smart program to develop best practices to equitably serve their community EV charging needs.

Boynton Beach will leverage Charging Smart to achieve the following goals:

- Review and successfully standardize EV charging infrastructure permitting and zoning throughout the City.
- Develop and implement plans to successfully launch city-wide public EV charging infrastructure.
- Educate the community on EV charging infrastructure and evaluate programs to encourage deployment of EV charging infrastructure throughout the city.

These efforts demonstrate that our community is committed to driving continual improvement in our community's EV readiness, and in the process of doing so, all the related areas identified as community priorities in our Climate Action Plan, Climate Change Vulnerability Assessment, and the City's Comprehensive Plan.

In order to measure progress along the way, Boynton Beach will track key metrics related to EV and infrastructure deployment.

Inquiries related to Boynton Beach's Charging Smart participation can be directed to Alannah Irwin at irwina@bbflus or **561-742.6415.**

Sincerely,

{Signed name}
Ty Penserga
Mayor

CHARGING SMART

NATIONALLY DISTINGUISHED. **LOCALLY POWERED.**



Consultation
Community Name:
Boynton Beach, FL
Date: 11/5/2024

Agenda

- Introductions
- Charging Smart 101
- Next Steps

CHARGING SMART
NATIONALLY DISTINGUISHED. LOCALLY POWERED.

Ed Gilliland & Thea Yegerlener

Interstate Renewable Energy Council
edg@irecusa.org
theay@irecusa.org

IREC
Independent leadership.
Trusted clean energy expertise.
INTERSTATE RENEWABLE ENERGY COUNCIL

Energy Ready: Free Technical Assistance

- Free technical assistance & recognition to local governments
- Strategically manage the expansion of clean energy technologies
- Energy-Ready.org



What is Charging Smart?

CHARGING SMART
NATIONALLY DISTINGUISHED. LOCALLY POWERED.

- A national technical assistance and designation program that supports local governments in setting and achieving EV-readiness goals. Technical assistance is available at no cost.
- Provides tools for communities to support local electric vehicle (EV) adoption and EV charger deployment.
- Charging Smart is modeled on the evidence-based experience of the DOE-funded SolSmart program–a national designation and technical assistance program that reduces barriers to solar deployment

Charging Smart Partners



































Industry Advisory Partners









Opportunity for your Community!

CHARGING SMART
NATIONALLY DISTINGUISHED. LOCALLY POWERED.

- Charging Smart is launching nationally.
- Your community would be in one of the first outside of pilot states, gaining national recognition as an EV-friendly jurisdiction.
- Reduce EV charger costs and increase the number of EVs in the community.



Charging Smart Action Categories

1. Planning
2. Regulation
3. Utility Engagement
4. Education and Incentives
5. Government Operations
6. Shared Mobility

EVs for All

CHARGING SMART
NATIONALLY DISTINGUISHED. **LOCALLY POWERED.**

Designation Structure

CHARGING SMART
BRONZE

Bronze designees have successfully standardized EV charging infrastructure permitting, identified zoning restrictions, and discussed collaboration with utility providers.

CHARGING SMART
SILVER

In addition to completing all criteria for Bronze designation, Silver designees have successfully completed a fleet analysis and changed zoning requirements to allow the easier and cheaper deployment of EV chargers.

CHARGING SMART
GOLD

In addition to completing all criteria for Bronze and Silver designation, Gold designees have purchased EVs for use in their municipal fleet, adopted standard approval and review timelines, installed a public charger, adopted relevant ordinances for new construction, and updated their comprehensive plan.

Designation Requirements: Bronze

Total General Points: 80 EVs for All Points: 15

Specific Required Criteria:

R1.5	**15 Points**	Review zoning requirements and identify restrictions that intentionally or unintentionally prohibit EVSE development. Compile findings in a memo.
R4.1	**10 Points**	Adopt a standard EV charging infrastructure permit application process and post to a public website.
R4.4	**5 Points**	Develop a charging infrastructure permitting checklist and post it online.
U1.1	**5 Points**	Meet with utilities to discuss EV collaboration opportunities.

Required Points from Specific Categories:

Planning: 10 Points Education and Incentives: 15 Points

Points from Any Action: 20

Designation Requirements: Silver

All Specific Bronze Requirements plus:

Total General Points: 150 EVs for All Points: 30

Specific Required Criteria:

R1.1	**10 Points**	Permit chargers as an accessory use to parking lots in all zoning districts, by right
R2.8	**10 Points**	Allow all EVSE parking stalls to count toward minimum parking requirements, when applicable.
G2.2	**10 Points**	Complete a fleet analysis (also consider plans for future EV purchases.)

Required Points from Specific Categories:

Utility Engagement: 20 Points

Points from Any Action: 40

Designation Requirements: Gold

All Specific Bronze and Silver Requirements plus:

Total General Points: 300 EVs for All Points: 60

Specific Required Criteria:

P4.1 – P4.4	**10 Points**	Complete an action in the 'Address EVs and charging infrastructure in comprehensive plan' Best Practice.
R1.4	**10 Points**	Establish standard approval timelines for EVSE installations and limit review comments to one round.
R2.1	**10 Points**	Adopt a technology neutral EV-ready ordinance or plan for new construction, informed by established national standards
G1.4 – G1.6	**20 Points**	Install a public charger.
G2.4	**20 Points**	Purchase EVs for fleet use to meet adopted goals.

Points from Any Action: 115

EVs for All

Flexible structure for communities to identify and address any barriers that may prevent certain groups from benefiting from electric vehicles and related infrastructure

5 Points	10 Points	15 Points	20 Points
Acknowledging awareness of barriers and communicating inclusively	Assessing community needs and planning strategic actions	Making formal commitments and developing funded initiatives	Taking direct action and incorporating accountability

Benefits of Charging Smart

CHARGING SMART
NATIONALLY DISTINGUISHED. LOCALLY POWERED.

- Provides a well vetted, menu driven approach to improve practices
- Tailored to communities at all levels
- An efficient way to identify the gaps
- An effective way to address critical concerns
  - Regulatory – permitting
  - Underserved communities
- Showcases your achievements via the Charging Smart website, media opportunities, and public events and announcements

CHARGING SMART
NATIONALLY DISTINGUISHED. LOCALLY POWERED.

Next Steps

- Commitment Letter
- Complete the Self Assessment

Appendix

EVs for All Guidance

Guiding Documents Creating or updating a plan, regulation, policy, or statement.	**Good: 5 Points**	**Better: 10 Points**	**Best: 15 Points**	**Amazing: 20 Points**
	Make a statement and specifically mention which members of your community face the most barriers to benefiting from EVs.	**Make a plan** and identify actions that could remove barriers to your identified community members.	**Make a formal commitment** to completing your planned actions.	**Complete the planned actions** either recently or on a recurring basis.
Community Participation Actions Creating events, programs, or incentives that require or focus on participation.	**Good: 5 Points**	**Better: 10 Points**	**Best: 15 Points**	**Amazing: 20 Points**
	Communicate about this action to community members that have the most barriers to benefiting from EVs.	**Facilitate participation** in this activity for your identified community members.	Create opportunities for your identified community members to **provide feedback** on this activity.	**Co-Create** the design of this activity with your identified community members.
Direct Actions Capital projects, data collection, project implementation, or actions that do not require or focus on participation.	**Good: 5 Points**	**Better: 10 Points**	**Best: 15 Points**	**Amazing: 20 Points**
	Acknowledge the needs and desires of community members that have the most barriers to benefiting from EVs.	**Evaluate** the needs and desires of your identified community members.	**Address** the needs and desires of your identified community members.	**Proactively address** the needs and desires of your identified community members by creating avenues for regular and meaningful community participation.

Example #3	**R2.4 - Require 40% of multifamily parking to be EV-capable, EV-ready, or EVSE-installed**		
5 Points	10 Points	15 Points	20 Points
Acknowledge that requirements for parking to be EV-capable, EV-ready, or EVSE-installed at multifamily housing could increase costs for people with low income	**Assess** the situations in which requirements for parking to be EV-capable, EV-ready, or EVSE-installed at multifamily housing may negatively impact low-income individuals. Consider potential methods of mitigating this, including looking to peer local governments for precedent.	**Address** the potential that requirements for parking to be EV-capable, EV-ready, or EVSE-installed at multifamily housing increase costs for low-income individuals by establishing a program that helps reduce costs for developers or helps cover costs for residents	**Proactively address** the potential that requirements for parking to be EV-capable, EV-ready, or EVSE-installed at multifamily housing increase costs for low-income individuals by passing an ordinance that obligates the local government to provide support to low-income housing before the requirements go into effect

Charging Smart Action Categories

CHARGING SMART
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Planning	Regulation
• Developing comprehensive EV strategies • Integrating EV considerations into various planning documents • Setting measurable goals for EV adoption and infrastructure deployment	Considers how a community can optimize support and accelerate EV integration, while ensuring public safety and accessibility through • Codes • Ordinances • Permitting processes

Charging Smart Action Categories

CHARGING SMART
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Utility Engagement	Education & Incentives
● Fostering partnerships that can drive EV adoption ● Manage grid impacts ● Create innovative programs to support electrification	● Raising awareness ● Providing accessible information ● Creating financial mechanisms to support EV uptake

Charging Smart Action Categories

CHARGING SMART
NATIONALLY DISTINGUISHED. LOCALLY POWERED.

Government Operations	Shared Mobility
● Electrifying municipal fleets ● Installing public charging infrastructure ● Implementing workplace charging for staff	● Electrifying public transit ● School buses ● Micro mobility options ● Car-sharing programs

Designation Requirements

- There are three types of requirements:
  - General points
    - Participants earn these by making selections from Charging Smart's 145 criteria. Each criteria is worth a predetermined number of points.
  - Prerequisites criteria
    - These are criteria that the Charging Smart program requires to be completed for each level of certification due to their importance or impact. Prerequisite criteria also contribute to general point requirements.
  - EVs for All points
    - EVs for All points are available for all criteria in the six categories when efforts specifically address disadvantaged populations.
  - The certification levels build on one another.

Designation Requirements: Bronze

4 Prerequisite Criteria

- ☐ R1.5 Review zoning requirements and identify restrictions that intentionally or unintentionally prohibit EVSE deployment. Compile findings in a memo. (15 points)
- ☐ R4.1 Adopt a standard EV charging infrastructure permit application process and post to a public website (10 points)
- ☐ R4.4 Develop a charging infrastructure permitting checklist and post it online (5 points)
- ☐ U1.1 Meet with utilities to discuss EV collaboration opportunities (5 points)

Bronze designation requirements

- **80 General Points**
  - **15** of these must come from the Education and Incentives category.
  - **10** of these must come from the Planning category.
  - **35** from 4 prerequisites
  - **20** of these can be earned in any category.

15 EVs for All points

- These can be earned in association with any criteria the participant completes.

4 Prerequisites

- These were selected based on their importance and impact on advancing the DOE's goals for Charging Smart.

Designation Requirements: Silver

3 Prerequisite Criteria

- ☐ R1.1 Permit chargers as an accessory use to parking lots in all zoning districts, by right (10 points)
- ☐ R2.8 Allow all EVSE parking stalls to count toward minimum parking requirements, when applicable (10 points)
- ☐ G2.2 Complete a fleet analysis (also consider plans for future EV purchases) (10 points)

Silver designation requirements

- **Complete all Bronze requirements**
- **150 General Points**
  - **60** from Bronze prerequisites and requirements
  - **20** of these must come from the Utility Engagement category.
  - **30** from 3 Silver prerequisites
  - **40** of these can be earned in any category.
- **30 EVs for All points**
  - These can be earned in association with any criteria the participant completes.
- **7 Prerequisites**
  - 4 from the Bronze level.
  - 3 that are introduced at the Silver level.
  - These were selected based on their importance and impact on advancing the DOE's goals for Charging Smart

Designation Requirements: Gold

5 Prerequisite Criteria

- ☐ P4.1–P4.4 Complete an action in the "Address EVs and charging infrastructure in comprehensive plan" best practice (5-10 points)
- ☐ R1.4 Establish standard approval timelines for EVSE installations and limit review comments to one round (10 points)—if not applicable, achieve 10 additional General Points in Regulation
- ☐ R2.1 Adopt a technology neutral EV-ready ordinance or plan for new construction, informed by established national standards (20 points)
- ☐ G1.4, G1.5, or G1.6 Install a public charger (20 points)
- ☐ G2.4 Purchase EVs for fleet use to meet adopted goals (20 points)

Gold designation requirements

- **Complete all Bronze and Silver requirements**
- **300 General Points**
  - **60** from Bronze prerequisites and requirements
  - **50** from Silver prerequisites and requirements
  - **75 from Gold** prerequisites and requirements
  - **115** of these can be earned in any category.
- **60 EVs for All points**
  - These can be earned in association with any criteria the participant completes.
- **12 Prerequisites**
  - 4 from the Bronze level.
  - 3 from the Silver level.
  - 5 that are introduced at the Gold level.
  - These were selected based on their importance and impact on advancing the DOE's goals for Charging Smart.

Program Guide

CHARGING SMART
NATIONALLY DISTINGUISHED. LOCALLY POWERED.

- Describes the designation levels and requirements
- Provides EVs for All examples and highlights strategic criteria
- Forthcoming: Explanations, resources, templates, and community examples for 145 criteria
- www.chargingsmart.org

R1.1 (Silver)	10	**Permit chargers as an accessory use to parking lots in all zoning districts, by right** *[Enable EV charging infrastructure in land use regulations]*

Objective and Description: This criterion requires communities to update zoning codes to explicitly permit electric vehicle charging stations as an accessory use within parking lots across all major zoning districts. Specifically, communities must codify in the zoning ordinance that EV charging stations are allowed by right in parking lots as an accessory use across residential, commercial, industrial, and other major zoning categories. Allowing charging infrastructure as an accessory use provides clarity to property owners and developers.

Recommended Verification:

- Provide a link to the municipal code and a description of where the statement can be found (i.e., article and section numbers). If applicable, provide a description/memo of how EVs for All points are addressed/were achieved in this action.

Community Examples:

- New Jersey P.L. 2021, Chapter 171 | State of New Jersey
- Applicable Zoning Provisions for Electric Vehicle Charging Spaces | County of Fairfax, Virginia
- Electric Vehicle Supply Equipment Permitting: A checklist template for local governments | Great Plains Institute

Resources:

- Charge Up Your Town: Best Management Practices to Ensure Your Town is EV Ready | New Jersey Department of Environmental Protection

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/ 4/2025

Proposed Resolution No. R25-031- Approving a Piggyback Agreement with Kone, Inc. to supply Citywide elevator maintenance and repair services in an amount not to exceed $100,000 annually, piggybacking Omnia contract #EV2516, which expires 11/30/2029.

Requested Action:

Staff recommends approval of Proposed Resolution No. R25-031.

Explanation of Request: Regular elevator monitoring and maintenance are crucial for ensuring both safety and efficiency in buildings. Elevators are high-traffic systems that can experience wear and tear, and without routine checks, small issues could escalate into serious problems, leading to breakdowns or safety hazards. Consistent maintenance helps identify and resolve potential malfunctions before they affect performance or pose risks to passengers. It also extends the lifespan of the elevator, reduces the likelihood of costly repairs, and ensures compliance with local safety regulations. In addition, regular monitoring can improve energy efficiency, ensuring the elevator operates smoothly and sustainably over time.

The maintenance agreement will include preventative maintenance on the elevators and reduce the chances of them breaking down. It will reduce the response time by several hours and/or even an entire day by automatically having a technician dispatched.

Staff finds it in the City's best interest to utilize a piggyback for this service with the City. On May 3, 2018, the City of Kansas City issued a “Request for Proposal” (RFP), as the Principal Procurement Agency, which partnered with OMNIA Partners to establish a Master Agreement for a complete line of Elevator, Escalator, and Walkway Maintenance and Modernization Services, Inspection Services and Related Solutions. Kone Inc. responded with a proposal to the solicitation. The City of Kansas City found Kone, Inc. to be a responsive, responsible proposer and awarded Kone, Inc. an eleven-year (11) agreement commencing December 1, 2018, and terminating November 30, 2029, utilizing the price schedule attached in Exhibit 3.

Term: Initial six (6) year agreement from December 1, 2018, through November 30, 2024, with the option to renew for one (1) additional five-year period through November 30, 2029, per Amendment No. 1.

Public Works forecasted this service and is requesting $100K per year for all elevator maintenance services.

How will this affect city programs or services?

The project will decrease the maintenance costs and allow our patrons to utilize the elevators when needed.

Budgeted Item: Yes

Account Line Item and Description: Other Contractual Services 001-2511-519-49-17

Fiscal Impact:

With the maintenance agreement, the on-call service costs will be reduced, the service calls are included, most of the repairs are covered, and the billable hours are fifty (50) percent less.

Attachments:
R25-031 Agenda_Item_2579-2023_Resolution_for_First_Amendment_Piggyback_agreement_with_Kone__Inc..docx
Exhibit A to Resolution - KEK Combined Documents.pdf
Contract - OMNIA RFP EV2516.pdf
Exhibit 4-Omnia KONE- needs City signature.pdf
Intro - EV2516_-_Elevator_and_Escalator_Maintenance_and_Services_completed-1.pdf
KEK Omnia KONE City of Boynton 1.1.25.pdf
Omnia KONE City of Boynton (2) (1) (1).pdf
Postings_Elevators_RFP__EV2516___2018.pdf
Attachment_D_-_EV2516_Scope_of_Services.pdf
Contract EV2516 Elevator & Escalator Maintenance & Repair Services Part_II.pdf
Contract-EV2516 Elevator & Escalator Maintenance & Repair Services.pdf
EV2516_KONE_Aendment 1_2024_07_02 - thru_11.30.29.pdf
Exhibit 4 - Acceptance form - starte date of January 2025.pdf
Omnia KONE City of Boynton 1.15.25.pdf
Exhibit 3 - National Pricing.pdf
Insurance FLORIDA 2024.pdf

RESOLUTION NO. R25-031

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH KONE, INC. TO SUPPLY CITY-WIDE ELEVATOR MAINTENANCE AND REPAIR SERVICES FOR AN AMOUNT NOT-TO-EXCEED $100,000 ANNUALLY; AND FOR ALL OTHER PURPOSES.

WHEREAS, regular elevator monitoring and maintenance are crucial for ensuring both safety and efficiency in buildings, with elevators being high-traffic systems that can experience wear and tear, breakdowns, and potential safety hazards; and

WHEREAS, consistent maintenance helps to identify and resolve potential malfunctions before they affect performance or pose risks to passengers, and also can extend the lifespan of the elevator system, reduce the likelihood of costly repairs, ensure compliance with local safety regulations, and improve energy efficiency; and

WHEREAS, on May 3, 2018, the city of Kansas City had issued a Request for Proposal, and awarded Kone, Inc. an eleven-year agreement for elevator maintenance services commencing December 1, 2018 and terminating on November 30, 2029; and

WHEREAS, the requested piggyback agreement with Kone, Inc. (“Vendor”) will decrease elevator maintenance costs for the City; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the Piggyback Agreement with the Vendor for City-wide elevator maintenance and repair services, with an annual amount not to exceed $100,000; and

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, does hereby approve the Piggyback Agreement between the City and Vendor, for City-wide elevator maintenance and repair services, with an annual amount not to exceed $100,000, in form and

substance similar to the, attached as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Piggyback Agreement. The Mayor is further authorized to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. The City Clerk shall retain the fully executed Piggyback Agreement as a public record of the City. A copy of the fully executed Piggyback Agreement shall be provided to Adrianna Greco-Arencibia to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND KONE, INC.

This Piggyback Agreement is made as of this __ day of _____, 2025, by and between Kone, Inc., a State of Missouri corporation, with a principal address of 2700 Bistate Drive, Suite 100, Kansas City, MO 64108 hereinafter referred to as "Vendor," and the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City."

RECITALS

WHEREAS, on May 3, 2018, the City of Kansas City issued a "Request for Proposal" (RFP), as the Principal Procurement Agency, which partnered with OMNIA Partners to establish a Master Agreement for a complete line of Elevator, Escalator, and Walkway Maintenance and Modernization Services, Inspection Services and Related Solutions for which they received one (1) response; and

WHEREAS, the City of Kansas City found Kone, Inc. ("Vendor") to be a responsive, responsible bidder and awarded it an eleven-year (11) agreement commencing December 1, 2018, and terminating November 30, 2029, RFP No. EV2516 ("Master Agreement"); and

WHEREAS, the City's Purchasing Policy Section X – Alternatives to Formal Sealed Bids, provides authority for the City to acquire or contract for services without utilizing a sealed competitive method or the written quotations methods where the desired services are the subject of an agreement that utilizes another government entity's contract, provided that the contract was awarded based strictly on competitive bidding; and

WHEREAS, in order to ensure the continued safety, reliability, and functionality of the City's elevator systems, the City's Public Works – Facilities Division is requesting the City enter into a Piggyback Agreement with the Vendor to provide comprehensive maintenance, inspection services, and related solutions for all City elevators; and

WHEREAS, the City and Vendor have agreed to allow the City to piggyback the Master Agreement, a copy of which is attached as Exhibit "A."

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. The foregoing recitals are true and correct and are hereby incorporated in this Agreement.

2. **TERM:** The term of this Agreement commences on full execution by the parties and will remain in effect until November 30, 2029. The Mayor is authorized to execute any renewal amendments. The initial term and any subsequent renewals of this Agreement are subject to the renewal or extension of the Master Agreement. If the Master Agreement expires or is terminated during the Term, this Agreement shall terminate no later than six months after such expiration or termination of the Master Agreement.

3. **CONTRACT TERMS:** The Vendor shall complete the Services on the same terms and in the same manner as set forth in the Master Agreement, except as otherwise provided herein. All recitals, representations, and warranties of Vendor made by Vendor in the Master Agreement are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein, except that all references to the "City of Kansas" are hereby replaced with the "City of Boynton Beach." The City shall compensate the Vendor pursuant to the rates set forth in the Master Agreement for the Services in an amount not to exceed $100,000.00 per year.

4. **NOTICES:** All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Registered Agent Name and Address
CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

5. **INVOICES AND PAYMENT:** Invoices must identify the PO number and should be mailed to:

Boynton Beach Finance Department
Attn: Accounts Payable
P.O. Box 310
Boynton Beach, FL 33425.

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year. Vendor shall provide W-9 with first invoice.

The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Vendor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Vendor of liability for the defective, faulty, or incomplete rendition of the Services.

6. **TAX EXEMPT:** Prices applicable to City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request, City will provide Vendor with proof of tax-exempt status.

7. **SOVEREIGN IMMUNITY:** Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

8. **ATTORNEY'S FEES:** In the event that either Party brings suit for enforcement of the Agreement, each Party shall bear its own attorney's fees and court costs.

9. **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 a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor 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, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession once the Vendor transfers the records in its possession to the City; and

   D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession All records stored electronically by

Vendor 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

10. **SCRUTINIZED COMPANIES - 287.135 AND 215.473:** By execution of this Agreement, Vendor certifies that Vendor is not participating in a boycott of Israel. The Vendor further certifies that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Vendor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

11. **E-VERIFY:** VENDOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Vendor, Vendor may not be awarded a public contract for a period of one (1) year after the date of termination.

12. **DISPUTES:** Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

13. **EXECUTION OF THE AGREEMENT:** This Agreement will take effect once signed by

both parties. This Agreement may be signed by the parties in counterparts, which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute the Addendum on behalf of the Party for whom he or she is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement

14. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the City for convenience upon fourteen (14) calendar days of written notice by the terminating party to the other party for such termination in which event the Vendor shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. In the event that the Vendor abandons the Agreement or causes it to be terminated, the Vendor shall indemnify the City against loss pertaining to this termination.

15. **TERMINATION FOR CAUSE:** In addition to all other remedies available to City, this Agreement shall be subject to cancellation by City for cause, should Vendor 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) calendar days' after receipt by Vendor of written notice of such neglect or failure.

16. **INDEMNIFICATION:** Vendor shall indemnify and hold harmless the City, its elected and appointed officers, agents, assigns and employees, consultants, separate Vendors, any of their subcontractors, or sub-subcontractors, from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the City arising out of or resulting from (A) Vendor's performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Vendor's, its agents, employees, subcontractors, participants, and volunteers, and (C) Vendor's failure to take out and maintain insurance as required under this Agreement. Vendor's shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement.

17. **INSURANCE:** At the time of execution of this Agreement, Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the insurance coverage required by the Master Agreement.

18. **LIMITATION OF LIABILITY:** Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Vendor beyond the amount remaining due to Vendor under the Agreement, regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Vendor for punitive or exemplary damages or for lost profits or consequential damages.

19. **NO SPECIAL DAMAGES.** In no event shall either Party be liable to the other for any special damages, speculative damages, indirect, special, incidental, consequential, loss of profits, or other damages or losses of any kind whatsoever, no matter what the cause.

20. **INDEPENDENT CONTRACTOR:** The Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Vendor is an independent contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose.

21. **COMPLIANCE WITH LAWS:** Vendor hereby warrants and agrees that at all times material to the Agreement, Vendor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

22. **ASSIGNMENT:** In the event this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered, under any circumstances by Vendor, Vendor must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any change of ownership of Company shall constitute an assignment that requires City's approval. Notwithstanding the foregoing, Vendor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Vendor shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

23. **AGREEMENT SUBJECT TO FUNDING:** The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding. Early termination by City due to loss of funding shall not obligate Vendor to refund any prepaid fees.

24. **ENTIRE AGREEMENT.** The Agreement, including the Master Agreement, sets forth the entire Agreement between the City and the Vendor with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

25. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

26. **ANTI-HUMAN TRAFFICKING**. On or before the Effective Date of this Agreement, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

Signature Page to follow

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

CITY OF BOYNTON BEACH, FLORIDA

Ty Penserga, Mayor

Approved as to Form:

Shawna G. Lamb, City Attorney

Attested/Authenticated:

Maylee DeJesus, City Clerk

KONE, INC.

(Signature), Kone, Inc.

Print Name of Authorized Official

Sales Manager
Title

(Corporate Seal)

Attest/Authenticated:

(Signature), Witness

Print Name

EXHIBIT "A"
AGREEMENT BETWEEN CITY OF KANSAS
AND KONE, INC.

Exhibit 4

KONE Inc. Proposal to Supply Elevator, Escalator, Moving Walkway Maintenance, Repair, Modernization and Related, Products, Services and Solutions under the U.S. Communities Program utilizing the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1st, 2018)

The parties hereby agree to be bound to the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1st, 2018) ("Contract"), together with those terms and conditions contained in this Exhibit 4(collectively, "Service Agreement"). In the event of conflict between terms and conditions contained in the Contract and this Exhibit 4, the terms in this Exhibit 4 shall supersede and prevail.

PROPOSED UNITS & EQUIPMENT PRICING:

Location	Address	Type	OEM	State Serial	Type of Service
Intracoastal Park Pavilion	2240 North Federal Hwy	Hydraulic	TAC20	92937	Complete Maintenance
Wilson Park	225 NW 12th Avenue	Hydraulic	TAC20	93049	Complete Maintenance
Boynton Beach Fire Rescue	2080 High Ridge Road	Hydraulic	TAC20	95727	Complete Maintenance
1913 Schoolhouse Museum	141 E Ocean Drive	Hydraulic	Dover DMC1	54426	Complete Maintenance
West Water Plant	5468 W Boynton Beach	Hydraulic	MPHII	46528	Complete Maintenance
Boynton Beach Operations	124 E Wooldbright Rd	Hydraulic	Dover DMC1	57136	Complete Maintenance
Historic Woman's Club	1010 S Federal Hwy	Hydraulic	TAC32	42747	Complete Maintenance
City Hall #1	100 E Ocean Ave	MRL	Schindler 3300	109806	Complete Maintenance
City Hall #2	100 E Ocean Ave	MRL	Schindler 3300	109807	Complete Maintenance
City Hall #3	100 E Ocean Ave	MRL	Schindler 3300	109600	Complete Maintenance
Cultural Center #1	125 E Ocean Ave	MRL	OTIS GEN2	108570	Complete Maintenance
Cultural Center #2	125 E Ocean Ave	MRL	OTIS GEN2	108569	Complete Maintenance
Fire Station 1	201 NE 1st	MRL	Schindler 3300	109933	Complete Maintenance
Police Headquarters	2100 High Ridge Road	MRL	Schindler 3300	109932	Complete Maintenance

PROPOSED UNITS & EQUIPMENT PRICING:

(Breakdown of pricing compliant with Exhibit 3 below)

Location	State Serial	Type of Service	Pricing Component & %	Pricing/month	Pricing/month subtotal
Intracoastal Park Pavilion	92937	Complete Maintenance	Parts 15%	$ 26.25	
			Labor 60%	$ 105.00	$ 175.00
			Overhead and Profit 25%	$ 43.75	
Wilson Park CAROLYN SIMS CENTER	93049	Complete Maintenance	Parts 15%	$ 26.25	
			Labor 60%	$ 105.00	$ 175.00
			Overhead and Profit 25%	$ 43.75	
Boynton Beach Fire Rescue	95727	Complete Maintenance	Parts 15%	$ 26.25	
			Labor 60%	$ 105.00	$ 175.00
			Overhead and Profit 25%	$ 43.75	
1913 Schoolhouse Museum	54426	Complete Maintenance	Parts 15%	$ 26.25	
			Labor 60%	$ 105.00	$ 175.00
			Overhead and Profit 25%	$ 43.75	
West Water Plant	46528	Complete Maintenance	Parts 15%	$ 26.25	
			Labor 60%	$ 105.00	$ 175.00
			Overhead and Profit 25%	$ 43.75	
Boynton Beach Operations	57136	Complete Maintenance	Parts 15%	$ 26.25	
			Labor 60%	$ 105.00	$ 175.00
			Overhead and Profit 25%	$ 43.75	
Historic Woman's Club	42747	Complete Maintenance	Parts 15%	$ 26.25	
			Labor 60%	$ 105.00	$ 175.00
			Overhead and Profit 25%	$ 43.75	
City Hall #1	109806	Complete Maintenance	Parts 15%	$ 48.75	
			Labor 60%	$ 195.00	$ 325.00
			Overhead and Profit 25%	$ 81.25	
City Hall #2	109807	Complete Maintenance	Parts 15%	$ 48.75	
			Labor 60%	$ 195.00	$ 325.00
			Overhead and Profit 25%	$ 81.25	
City Hall #3	109600	Complete Maintenance	Parts 15%	$ 48.75	
			Labor 60%	$ 195.00	$ 325.00
			Overhead and Profit 25%	$ 81.25	
Cultural Center #1	108570	Complete Maintenance	Parts 15%	$ 48.75	
			Labor 60%	$ 195.00	$ 325.00
			Overhead and Profit 25%	$ 81.25	
Cultural Center #1	108569	Complete Maintenance	Parts 15%	$ 48.75	
			Labor 60%	$ 195.00	$ 325.00
			Overhead and Profit 25%	$ 81.25	
Fire Station 1	109933	Complete Maintenance	Parts 15%	$ 48.75	
			Labor 60%	$ 195.00	$ 325.00
			Overhead and Profit 25%	$ 81.25	
Police Headquarters	109932	Complete Maintenance	Parts 15%	$ 48.75	
			Labor 60%	$ 195.00	$ 325.00
			Overhead and Profit 25%	$ 81.25	

TOTAL: $3,500.00/month

(Breakdown of pricing compliant with Exhibit 3 below)

Pricing Component & %	Pricing/month total contract	Pricing/month total contract
Parts 15%	$ 525.00	
Labor 60%	$ 2,100.00	$ 3,500.00
Overhead and Profit 25%	$ 875.00	

The price is based upon annual in advance payment. In the event Purchaser requires a different payment method, please contact your local account manager to adjust the payment frequency.

APPLICABLE LAW

This Agreement shall be construed and enforced in accordance with, and the validity and performance of shall be governed by, the laws of the State of Florida.

PROPOSED SCOPE OF WORK:

1. **SERVICES**

Complete Maintenance - (Equipment included per table on page 1)

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this Agreement. All other work related to the equipment is Purchaser's responsibility unless specifically noted elsewhere in this Agreement, or unless Purchaser has separately contracted with KONE for the work.

A. **MRL Elevators**

1. Relay Logic Control System
   All control system components.
2. Microprocessor Control System
   All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
3. Hoistway and Pit Equipment
   All elevator control equipment and buffers.
4. Rails and Guides
   Guide rails, guide shoe gibs, and rollers.
5. Ropes
   Hoist ropes, governor ropes, and compensation ropes.
6. Wiring
   All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
7. Door Equipment
   Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
8. Manual Freight Door Equipment
   Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and

counter-balancing equipment.

9. Power Freight Door Equipment
   Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
10. Signals and Accessories
    Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
11. Car Equipment
    All elevator control system components on the car.

B. **Hydraulic Elevators**

1. Relay Logic Control System
   All control system components.
2. Microprocessor Control System
   All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
3. Power Unit
   Pump, motor, valves, and all related parts and accessories.
4. Hoistway and Pit Equipment
   All elevator control equipment and buffers.
5. Rails and Guides
   Guide rails, guide shoe gibs, and rollers
6. Wiring
   All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
7. Door Equipment
   Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
8. Manual Freight Door Equipment
   Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
9. Power Freight Door Equipment
   Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
10. Hydraulic System Accessories
    Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.
11. Signals and Accessories
    Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
12. Car Equipment
    All elevator control system components on the car.

2. **HOURS OF SERVICE**

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

3. SERVICE REQUESTS (CALLBACKS)

Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests.

Regular Time Coverage - (Equipment coverage per the table on page 1)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade.

4. TESTS

KONE will perform the following tests on the equipment as per the table on page 1 of this Agreement. KONE is not liable for any property damage or personal injury, including death, resulting from any test.

HYDRAULIC ELEVATOR

A pressure relief test and a yearly leakage test as required by applicable code.

TRACTION ELEVATOR

An annual no load test as required by applicable code.

A five (5) year full load test as required by applicable code.

5. EXCLUSIONS

The following are excluded from the scope of services and per attachment D “exclusions section” EV2516:

A. GENERAL

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time.

In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.

4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

B. OBSOLESCENCE

1. Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.
2. Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

C. ELEVATOR

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; oil lines; victaulic fittings; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement. Hoist belts and drives are excluded. Telescopic and or twin post piston/jacks and their packings/seals are excluded; any below-ground or partially unexposed components of any hydraulic elevator system including, but not limited to, jack/cylinder, piston, PVC and/or other protective material of any type of kind; any below-ground or partially unexposed piping of any type or kind.

6.TERM AND TERMINATION

A. This Agreement will commence of the effective date and continue for an initial term of eleven (11) years as stated in OMNIA Partners contract# EV2516 Amendment No 1. Sec 2. Term of Contract and Additional Periods, A. Initial Term.

B. If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.

8. ASSIGNMENT

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a new owner, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the new owner. Purchaser will promptly provide KONE with a copy of such assignment.

9. Technical Survey

KONE will perform the technical survey on the new elevator(s) and or escalator(s) within 60 days of contract effective date. If a safety hazard or code violation is identified during KONE's technical survey, Customer will immediately remove the unit from service until repairs are performed. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the equipment. If additional work is necessary, KONE will provide a separate proposal or recommendation for such work. Customer agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Customer's failure to comply with KONE's recommendations and proposal, and any obligation on the part of KONE to indemnify or defend Customer with regard to such claim shall be null and void. If Customer does not immediately approve KONE's proposal or recommendation, notwithstanding anything to the contrary in the agreement, KONE reserves the right to terminate this agreement without penalty.

ACCEPTANCE

Service Agreement Effective Start Date: February 4th, 2025.

Service Agreement Number: **TBD**

The parties to this service agreement agree to the conditions contained herein:

Sign for on behalf of Participating Public Agency

_____
(Signature)

_____
(Print Name)

_____
(Print Title)

Date: __/__/__

Respectfully submitted,
KONE Inc.

_____
(Submitted By)

_____
(Approved By) Authorized Representative

Sales Manager
(Title)

Date: 1/27/25

KONE Care Value Added Services

These services are offered to improve the quality and transparency of the KONE service delivery experience.

24/7 CONNECTED SERVICES

KONE's 24/7 Connected Services uses proprietary advanced remote monitoring and analysis technologies to bring intelligent services to elevators and escalators. 24/7 Connected Services provides continuous updates on the status and condition of the equipment, allowing KONE to perform services tailored to each equipment's needs. 24/7 Connected Services is a family of different services that may be ordered separately.

As consideration and in order for KONE to be able to provide the 24/7 Connected Services to the Customer, the Agreement is hereby amended as follows:

1. KONE to provide the Services set forth below at a cost of $0.00 per month. This Service fee will be charged on the maintenance invoice at the same interval as the invoicing for maintenance under the Agreement. Installation and/or set-up fees will be provided in a separate proposal when applicable. The interest on any late payments shall be as detailed in the Agreement.
2. KONE shall perform the selected Value-Added Services (each a "Service" and together the "Services") substantially as set forth and authorized below:

A. KONE Care - Emergency Phone Monitoring

KONE shall program the elevator phone(s) listed below to call the KONE Customer Care Center and will monitor the elevator phone(s).

Customer shall:

1. Provide names and phone numbers of at least two (2) of its representatives for the KONE Service Center to contact on a 24 hour basis, and at least one (1) police, fire or local 911 agency name and phone number.
2. Notify KONE immediately in writing of any changes in these names or numbers. In the event of a call from the elevator, the KONE Customer Care Center will contact the points of contact in the order listed below. The local authorities will be contacted only if the previously mentioned point of contacts cannot be reached.
3. If KONE does not provide Wireless Phone Provider Service, Customer shall provide an analog phone line to the elevator machine room (to be terminated on the appropriate phone jacks). If phone line is an extension off an existing phone system, a backup power source must also be provided. An extension, if applicable, must be a direct inward dial (DID) extension. All phones and associated equipment shall be in compliance with the requirements of ASME A17.1, local codes and applicable law, as amended. Customer shall also provide the elevator phone number(s) and/or extension(s) for the phone(s) being programmed.

By initialing below, you are approving the above KONE Care - Emergency Phone Monitoring services for the additional monthly fee of $0.00 (included services as part of Master Agreement EV2516)

ACCEPTED BY_____Date:_____

Remote Monitoring Service Voice Link and Wireless Phone Service

Elevator Description	Equipment #	Elevator Phone # and Extension for Caller ID
1		
2		
3		
4		
5		
6		
7		
8		
9		
First Point of Contact (Required)		
Name:	Title:	
Phone #:	Cell Phone #:	
Second Point of Contact (Required)		
Name:	Title:	
Phone #:	Cell Phone #:	
Third Point of Contact (Optional)		
Name:	Title:	
Phone #:	Cell Phone #:	
Local Emergency Authorities (Required)		
Fire Department Phone #:	Police Department Phone #:	

CUSTOMER INFORMATION

Who is the agreement with?		
Legal Name of the Company:		
Address:		
City:	**State:**	**Zip:**
Contact Name:	**Title:**	
Phone:	**Fax:**	
Is the Owner tax exempt? Yes (If Yes, provide the Tax Exemption Certificate.)		
Federal tax ID #:		

Where should the invoice be sent?		
Legal Name of the Company:		
Attention:		
Address:		
City:	**State:**	**Zip:**
Contact Name:	**Title:**	
Phone:	**Fax:**	
Federal tax ID #:	**Email:**	

Who will be responsible for paying the invoices?		
Legal Name of the Company:		
Attention:		
Address:		
City:	**State:**	**Zip:**
Contact Name:	**Title:**	
Phone:	**Fax:**	
Federal tax ID #:	**Email:**	

ELEVATOR AND ESCALATOR MAINTENANCE AND SERVICES
Executive Summary

Lead Agency: City of Kansas City, MO

Solicitation: RFP # EV2516

RFP Issued: May 1, 2018

Pre-Proposal Date: May 15, 2018

Response Due Date: June 8, 2018

Awarded to: Kone, Inc.

The City of Kansas City, Missouri Procurement Services Division issued RFP #EV2516 on May 1, 2018, to establish a national cooperative contract for Elevator and Escalator Maintenance and Services.

The solicitation included cooperative purchasing language in Section 3 - U.S. Communities and Section 22 - Cooperative Procurement with other jurisdictions.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Kansas City website
- US Communities Website
- Business Tribune, Oregon
- Daily Journal of Commerce, WA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA

On June 8, 2018 proposals were received from the following offerors:

- Kone, Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Kone, Inc. and proceeding with contract award upon successful completion of negotiations.

The City of Kansas City, U.S. Communities and Kone, Inc. successfully negotiated a contract, and the City of Kansas City executed the agreement with a contract effective date of December 1, 2018.

Contract includes:

- Comprehensive elevator and escalator maintenance/services for vertical transportation needs
- Maintenance and safety inspections and certification programs
- Elevator phone monitoring 24x7x365

- GPS Proximity dispatching of Technician for fastest response time for entrapment
- Automatic emails to designated personnel every time a technician provides maintenance, callback or repair services
- Kone Care 24/7 Connect utilizing IBM Watson technologies and data analytics
- Online training

Term:

Initial six (6) year agreement from December 1, 2018 through November 30, 2024 with the option to renew for five (5) additional one-year periods through November 30, 2030.

Pricing/Discount:

- Fixed pricing for years 1-3 of contract. 3.25% price adjustment in year 4, year 6, and year 8.

OMNIA Partners, Public Sector Web Landing Pages:
https://www.omniapartners.com/publicsector/contracts/supplier-contracts/kone

Exhibit 4

KONE Inc. Proposal to Supply Elevator, Escalator, Moving Walkway Maintenance, Repair, Modernization and Related, Products, Services and Solutions under the U.S. Communities Program utilizing the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1st, 2018)

The parties hereby agree to be bound to the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1st, 2018) ("Contract"), together with those terms and conditions contained in this Exhibit 4(collectively, "Service Agreement"). In the event of conflict between terms and conditions contained in the Contract and this Exhibit 4, the terms in this Exhibit 4 shall supersede and prevail.

PROPOSED UNITS & EQUIPMENT PRICING:

Location	Address	Type	OEM	State Serial	Type of Service	Pricing/month
Intracoastal Park Pavilion	2240 North Federal Hwy	Hydraulic	TAC20	92937	Complete Maintenance	$ 175.00
Wilson Park	225 NW 12th Avenue	Hydraulic	TAC20	93049	Complete Maintenance	$ 175.00
Boynton Beach Fire Rescue	2080 High Ridge Road	Hydraulic	TAC20	95727	Complete Maintenance	$ 175.00
1913 Schoolhouse Museum	141 E Ocean Drive	Hydraulic	Dover DMC1	54426	Complete Maintenance	$ 175.00
West Water Plant	5468 W Boynton Beach	Hydraulic	MPHII	46528	Complete Maintenance	$ 175.00
Boynton Beach Operations	124 E Wooldbright Rd	Hydraulic	Dover DMC1	57136	Complete Maintenance	$ 175.00
Historic Woman's Club	1010 S Federal Hwy	Hydraulic	TAC32	42747	Complete Maintenance	$ 175.00
City Hall #1	100 E Ocean Ave	MRL	Schindler 3300	109806	Complete Maintenance	$ 325.00
City Hall #2	100 E Ocean Ave	MRL	Schindler 3300	109807	Complete Maintenance	$ 325.00
City Hall #3	100 E Ocean Ave	MRL	Schindler 3300	109600	Complete Maintenance	$ 325.00
Cultural Center #1	125 E Ocean Ave	MRL	OTIS GEN2	108570	Complete Maintenance	$ 325.00
Cultural Center #2	125 E Ocean Ave	MRL	OTIS GEN2	108569	Complete Maintenance	$ 325.00
Fire Station 1	201 NE 1st	MRL	Schindler 3300	109933	Complete Maintenance	$ 325.00
Police Headquarters	2100 High Ridge Road	MRL	Schindler 3300	109932	Complete Maintenance	$ 325.00

TOTAL: $3,500.00/month

The price is based upon annual in advance payment. In the event Purchaser requires a different payment method, please contact your local account manager to adjust the payment frequency.

APPLICABLE LAW

This Agreement shall be construed and enforced in accordance with, and the validity and performance of shall be governed by, the laws of the State of Florida.

PROPOSED SCOPE OF WORK:

1. **SERVICES**

Complete Maintenance - (Equipment included per table on page 1)

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this Agreement. All other work related to the equipment is Purchaser's responsibility unless specifically noted elsewhere in this Agreement, or unless Purchaser has separately contracted with KONE for the work.

A. **MRL Elevators**

1. Relay Logic Control System
   All control system components.
2. Microprocessor Control System
   All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
3. Hoistway and Pit Equipment
   All elevator control equipment and buffers.
4. Rails and Guides
   Guide rails, guide shoe gibs, and rollers.
5. Ropes
   Hoist ropes, governor ropes, and compensation ropes.
6. Wiring
   All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
7. Door Equipment
   Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
8. Manual Freight Door Equipment
   Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
9. Power Freight Door Equipment
   Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
10. Signals and Accessories
    Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

11. Car Equipment
    All elevator control system components on the car.

B. **Hydraulic Elevators**

1. Relay Logic Control System
   All control system components.
2. Microprocessor Control System
   All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
3. Power Unit
   Pump, motor, valves, and all related parts and accessories.
4. Hoistway and Pit Equipment
   All elevator control equipment and buffers.
5. Rails and Guides
   Guide rails, guide shoe gibs, and rollers
6. Wiring
   All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
7. Door Equipment
   Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
8. Manual Freight Door Equipment
   Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
9. Power Freight Door Equipment
   Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
10. Hydraulic System Accessories
    Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.
11. Signals and Accessories
    Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
12. Car Equipment
    All elevator control system components on the car.

2. HOURS OF SERVICE

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

3. SERVICE REQUESTS (CALLBACKS)

Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than

one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests.

Regular Time Coverage - (Equipment coverage per the table on page 1)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade.

4. TESTS

KONE will perform the following tests on the equipment as per the table on page 1 of this Agreement. KONE is not liable for any property damage or personal injury, including death, resulting from any test.

HYDRAULIC ELEVATOR

A pressure relief test and a yearly leakage test as required by applicable code.

TRACTION ELEVATOR

An annual no load test as required by applicable code.

A five (5) year full load test as required by applicable code.

5. EXCLUSIONS

The following are excluded from the scope of services and per attachment D “exclusions section” EV2516:

A. GENERAL

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to

assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

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6.TERM AND TERMINATION

A. This Agreement will commence of the effective date and continue for an initial term of eleven (11) years as stated in OMNIA Partners contract# EV2516 Amendment No 1. Sec 2. Term of Contract and Additional Periods, A. Initial Term.

B. If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.

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ACCEPTANCE

Service Agreement Effective Start Date: January 1, 2025.

Service Agreement Number: **TBD**

The parties to this service agreement agree to the conditions contained herein:

Sign for on behalf of Participating Public Agency

_____
(Signature)

_____
(Print Name)

_____
(Print Title)

Date: ___/___/___

Respectfully submitted,
KONE Inc.

_____
(Submitted By)

_____
(Approved By) Authorized Representative
General Manager
(Title)

Date: 11/1/2024

KONE Care Value Added Services

These services are offered to improve the quality and transparency of the KONE service delivery experience.

24/7 CONNECTED SERVICES

KONE's 24/7 Connected Services uses proprietary advanced remote monitoring and analysis technologies to bring intelligent services to elevators and escalators. 24/7 Connected Services provides continuous updates on the status and condition of the equipment, allowing KONE to perform services tailored to each equipment's needs. 24/7 Connected Services is a family of different services that may be ordered separately.

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Customer shall:

1. Provide names and phone numbers of at least two (2) of its representatives for the KONE Service Center to contact on a 24 hour basis, and at least one (1) police, fire or local 911 agency name and phone number.
2. Notify KONE immediately in writing of any changes in these names or numbers. In the event of a call from the elevator, the KONE Customer Care Center will contact the points of contact in the order listed below. The local authorities will be contacted only if the previously mentioned point of contacts cannot be reached.
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By initialing below, you are approving the above KONE Care - Emergency Phone Monitoring services for the additional monthly fee of $0.00 (included services as part of Master Agreement EV2516)

ACCEPTED BY_____Date:_____

Remote Monitoring Service Voice Link and Wireless Phone Service

Elevator Description	Equipment #	Elevator Phone # and Extension for Caller ID
1		
2		
3		
4		
5		
6		
7		
8		
9		
First Point of Contact (Required)		
Name:	Title:	
Phone #:	Cell Phone #:	
Second Point of Contact (Required)		
Name:	Title:	
Phone #:	Cell Phone #:	
Third Point of Contact (Optional)		
Name:	Title:	
Phone #:	Cell Phone #:	
Local Emergency Authorities (Required)		
Fire Department Phone #:	Police Department Phone #:	

CUSTOMER INFORMATION

Who is the agreement with?		
Legal Name of the Company:		
Address:		
City:	**State:**	**Zip:**
Contact Name:	**Title:**	
Phone:	**Fax:**	
Is the Owner tax exempt? Yes (If Yes, provide the Tax Exemption Certificate.)		
Federal tax ID #:		

Where should the invoice be sent?		
Legal Name of the Company:		
Attention:		
Address:		
City:	**State:**	**Zip:**
Contact Name:	**Title:**	
Phone:	**Fax:**	
Federal tax ID #:	**Email:**	

Who will be responsible for paying the invoices?		
Legal Name of the Company:		
Attention:		
Address:		
City:	**State:**	**Zip:**
Contact Name:	**Title:**	
Phone:	**Fax:**	
Federal tax ID #:	**Email:**	

EV2516 - Elevator and Escalator Maintenance and Services

1 Introduction and Overview

Point Value: 0



1. MASTER AGREEMENT

The City of Kansas City, MO (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, higher education institutions, other government agencies and nonprofit organizations in the United States of America (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Elevator, Escalator and Walkway Maintenance and Modernization Services, Inspection Services, and Related Solutions (herein "Products and Services").

2. OBJECTIVES

A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;
C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;

F. Provide Participating Public Agencies with environmentally responsible products and services.

3. U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") helps Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts are available for use by the respective Lead Public Agency and, also, by other Participating Public Agencies.

National Sponsors

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), the United States Conference of Mayors (USCM) and the National Governors Association (NGA) (herein "National Sponsors").

Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each Advisory Board Member is expected to actively participate in solicitations, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members

Auburn University, AL	Great Valley School District, PA
Beaverton School District, OR	Harford County Public Schools, MD
City and County of Denver, CO	Hennepin County, MN
City of Charlotte, NC	Los Angeles County, CA
City of Chicago, IL	Maricopa County, AZ
City of El Paso, TX	Miami-Dade County, FL
City of Houston, TX	North Carolina State University, NC
City of Kansas City, MO	Onondaga County, NY
City of Los Angeles, CA	Port of Portland, OR
City of Ocean City, NJ	Prince William County Schools, VA
City of Seattle, WA	San Diego Unified School District, CA
Cobb County, GA	State of Iowa, IA
Denver Public Schools, CO	State of Louisiana, LA
Emory University, GA	The Ohio State University, OH
Fairfax County, VA	The School District of Collier County
Fresno Unified School District, CA	

Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over $2.7 Billion Dollars in products and services annually. Each month more than 500 new users register to participate. The continuing rapid growth of public agency participation is fueled by the Program's proven track record of providing unparalleled value to public agencies.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

The City of Kansas City, MO is acting as "Lead Public Agency" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached in Section 11.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $150 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, the City of Kansas City, MO and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide. The Advisory Board in 2017 purchased more than $168 Million Dollars of products and services from existing U.S. Communities contracts.

Marketing Support

U. S. Communities provides marketing support for each Supplier's products through the following:

- National Sponsors as referenced above,
- Over 90 State and Regional Sponsors,
- Sales and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training and a host of marketing and sales management tools to effectively increase sales through U.S. Communities.

Multiple Awards

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

The City of Kansas City, MO reserves the right to award the contract locally and/or nationally in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the City of Kansas City and Participating Public Agencies as a result of this solicitation.

Evaluation of Proposals
Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.
U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) whose response(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

1. Have you read and do you acknowledge the above Introduction and Overview? Please state any questions or concerns you have regarding this information in the Comments section provided below.
Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

2. Click to write the question
Priority: 0. Response Type: Text.

2 Instructions and Conditions
Point Value: 0

1. PURPOSE
The City of Kansas City, Missouri ("City") invites you to submit a proposal for Elevator, Escalator and Walkway Maintenance and Modernization Services, Inspection Services, and Related Solutions as listed in Section 3 of this Request for Proposal.

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2. DUE DATE FOR PROPOSALS
Proposers shall submit Proposals to the **City Contact Persons** listed below utilizing the RFP365 online tool by 11:00 p.m. (CST) on Friday, June 8th.

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3. CITY CONTACT PERSONS
General, Technical and Proposal Submission Questions
Proposers shall submit their Proposal and any general questions or issues about any aspect of this RFP to the following City Contact persons:

Cedric Rowan, Manager of Procurement Services
Procurement Services Division
City Hall, 1st Floor, Room 102 W
414 East 12th Street, Kansas City, Missouri 64106
(816) 513-0814 (Phone) Cedric.Rowan@kcmo.org (Email)

Delois Moore, Senior Procurement Officer
Procurement Services Division
City Hall, 1st Floor, Room 102 W
414 East 12th Street, Kansas City, Missouri 64106
(816) 513-0807 (Phone) Delois.Moore@kcmo.org (Email)

Questions should be submitted through the RFP365 online tool and addressed to both Cedric Rowan and Delois Moore. The deadline for questions is Friday, May 18th at 12:00p.m (CST).

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4. DEFINITIONS

- This Request for Proposals ("RFP" or "solicitation") is an invitation by the City for Proposers to submit an offer, which may be subject to subsequent discussions and negotiations by the City and the Proposer.
- "Proposal" means any document, submittal, interview, presentation, discussion, negotiation, and everything and anything provided in response to this RFP regardless whether the submission is an oral or written submission.
- By submitting a proposal to the City, Proposer agrees that the Proposer does not obtain any right in or expectation to a contract with the City or a vested interest or a property right in a contract with the City regardless of the amount of time, effort and expense expended by Proposer in attempting to obtain a written executed contract with the City that complies with Section 432.070, RSMo, the City Charter and City ordinances.

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5. ESTIMATED SCHEDULE

The listed dates in the "Estimated Schedule" are tentative. The City reserves the right to change or extend any and all dates including the due date for proposals for any reason at any time including after the due date for proposals.

RFP issued	Tuesday, May 1st, 2018
Non-Mandatory* Pre-Proposal Conference City of Kansas City, Missouri City Hall 414 East 12th Street 1st Floor Conference Room General Services Department Kansas City, MO 64106	Wednesday, May 16th, 2018

*Suppliers need to make their best efforts to attend this pre-proposal conference. MBE/WBE goals (for local contract) and national requirements will be discussed in detail.

Deadline for questions to be submitted	Friday, May 18th, 2018, 12pm CST
Deadline for Proposals to be submitted	Friday, June 8th, 2018, 11pm CST
Presentations (via phone conference), if necessary	Wednesday, June 20th, 2018
Selection/Negotiations	June/July, 2018
City Council Approval	July, 2018
Contract Start Date	October 1st, 2018

6. RFP DOCUMENTS

This RFP consists of the following sections:

- This RFP
- Scope of Work
- Standard City Contract
- HRD Documents
- National Requirements

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7. EXAMINATION OF ALL RFP DOCUMENTS AND REQUIREMENTS

- Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all RFP requirements prior to submitting a proposal to ensure that Proposer's Proposal meets the intent of this RFP.
- Before submitting a Proposal to the City, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain any and all conditions and requirements that affect the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from Proposer's obligation to comply, in every detail, with all provisions and requirements of the RFP.
- By submitting a Proposal to the City, Proposer certifies that Proposer has provided the City with written notice of all ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other document. By executing a Contract with the City, Proposer certifies that Proposer communicated to City all ambiguities, conflicts, errors or discrepancies that it has discovered in the RFP, the Proposed Contract, Scope of Services and any other document and that written resolution thereof by the City as embodied in the final Contract is acceptable to Proposer.

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8. QUESTIONS AND CLARIFICATIONS ABOUT THIS RFP

- Question Deadline

- Proposers may submit written questions, request clarifications or provide notice to the appropriate City Contact person listed in number 3 (above) of any ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other solicitation document at any time until one (1) week prior to the due date for proposals.
- The City will answer all inquiries by any Proposer in writing. If any inquiry results in a change in the RFP, the City will issue an Addendum and the Addendum will be on the City's website. It is the responsibility of Proposers to check and City's website for addenda. http://www.kcmo.gov

- Questions - Post Deadline
  - If a Proposer discovers any ambiguities, conflicts, mistakes, errors or discrepancies **after the deadline for questions and clarifications or after the proposal due date**, Proposer shall immediately submit the ambiguity, conflict, mistake, error or discrepancy to the appropriate City Contact person listed in number 3 (above). The City, in its sole discretion, shall determine the appropriate response to any issue raised by any Proposer.

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9. SUBMISSION OF PROPOSALS

All proposal documents must be submitted in the exact order as listed in the City RFP.

- The City uses RFP365 for the electronic distribution and submission of this RFP's responses.
- Respondents will prepare their answers and upload completed forms in this electronic platform.
- Respondents can prepare responses to RFP questions that include:
  - Formatted text, using the formatting options in the text editor
  - Uploaded files, including completed forms and supporting documentation. Use the *paperclip* icon in the text editor to upload a file.
  - Embedded images. Thumbnails of images can be uploaded into the text, resized, and placed using the controls through *picture frame* icon in the text editor.
  - Links to external website which are publicly available.
- Respondents using the RFP365 platform can add internal team members to help in the preparation of their responses. By clicking on the Users page through the drop-down under your name in the upper right-hand corner, you can invite team members to collaborate on responses.
- Users of this platform must have an internet connection and can user browsers including: Google Chrome, Mozilla Firefox, Apple Safari, and Microsoft Internet Explorer 9 or newer. Users on old versions of browsers which are not supported by this application will be warned at the login screen that they are using an unsupported browser. Google Chrome and Mozilla Firefox are free browsers and can be installed on the uses computer at no charge.
- Users of RFP365 can send and receive messages to the RFP owner by using the messaging feature in the top-right corner of this RFP screen. Messages will be responded to accordingly and an email of any message will be copied to the respondent point of contact.
- Each response can be assigned to users of the respondent's team. They can set internal due dates and manage the progress inside of the RFP365 platform.
- Only complete and approved responses can be submitted.

- Submission after the due date at 11:00 p.m. (Central time) is not allowed.
- Technical support for this application is available at support@rfp365.com.

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10. CONTENT OF PROPOSAL

In the subsequent sections of this proposal, respondents will be required to prepare answers to various questions. These sections include, but are not limited to, the following:

- Business/Firm Profile and Legal Structure
- Experience
- Pricing/Cost Proposal
- Technical and Functional Requirements
- U.S. Communities Administration Agreement (signed, unaltered)
- U.S. Communities Supplier Worksheet for National Program Consideration
- U.S. Communities Supplier Information
- References
- Sustainability
- Other Required Documents

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11. EVALUATION CRITERIA

- Any evaluation criteria or weighting of criteria is used by the City only as a tool to assist the City in selecting the best proposal for the City. Evaluation scores or ranks do not create any right in or expectation to a contract with the City regardless of any score or ranking given to any Proposer by the City. In other words, even if the City gives a Proposer the highest rank and highest score, the Proposer still has no expectation of a contract with the City and the City may choose to contract with any other Proposer regardless of the score or rank of the other Proposer.
- The City may change criteria and criteria weights at any time including after the due date for proposals.

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12. INTERVIEWS

The City, in its sole discretion, may interview none, one, some or all of the Proposers who submit proposals.

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13. DISCUSSIONS AND NEGOTIATIONS

The City, in its sole discretion, may do any or all of the following:

- evaluate Proposals and award a contract with or without discussions or negotiations with any or all of the Proposers;
- discuss and negotiate anything and everything with any Proposer or Proposers at any time;
- request additional information from any or all Proposers;
- request a Proposer or Proposers to submit a new Proposal;

- request one or more best and final offers from any or all Proposers;
- accept any Proposal in whole or in part;
- require a Proposer to make modifications to their initial Proposals;
- make a partial award to any or all Proposers;
- make a multiple award to any or all of Proposers;
- terminate this RFP, and reissue an amended RFP.

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14. PROPOSAL MUST REMAIN FIRM IRREVOCABLE OFFER TO CITY FOR 90 DAYS

- By submitting a proposal to the City, Proposer agrees that Proposer's Proposal shall constitute a firm irrevocable offer to the City that Proposer shall not withdraw or modify without the City's approval for ninety (90) days after the proposal due date. Proposer agrees that even if the City negotiates or makes a counter offer to Proposer on Proposer's original Proposal or any subsequent Proposal submitted by Proposer to the City, Proposer hereby grants to the City, in the City's sole discretion, the unconditional right for the City to accept Proposer's original Proposal and the City's negotiation or counter offer shall not be deemed to be a counter offer.
- After ninety (90) days, the City can accept any proposal or subsequent proposals from any Proposer with the consent of the Proposer at any time and regardless of the length of time that has passed from the proposal due date.

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15. SELECTION

The City will select the proposal that in the City's sole judgment the City determines to be the best Proposal. Section 432.070, RSMo requires the City to have a written executed contract signed by both parties prior to anyone performing services or providing any goods, supplies, materials or equipment to the City.

The written executed contract must also comply with the City Charter and City Ordinances.

This means that a proposer does not have a contract with the City until a written contract is *executed.* A contract is *executed* when all of the following have occurred: (1) the City Council authorizes the execution of a contract with the Proposer (if City Council approval is requested by City staff or is required by City Ordinance); (2) persons with actual authority to bind both the City and the Proposer execute the contract; (3) the contract is approved by the Law Department; (4) the City issues a purchase order to the Contractor with the Director of Finance's certification of availability of funds for the contract; and (5) any other required step.

A Proposer does not have a contract with the City until all the steps are completed.

If the City does not complete all required steps, there is no contract between the City and the Proposer and the City has absolutely no contractual or financial obligation to any Proposer regardless of the amount of time, effort and money spent by the Proposer responding to the RFP and attempting to negotiate and obtain a contract with the City.

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16. REJECTION OF PROPOSALS

The City reserves the unconditional right to reject any or all proposals received in response to this RFP at any time prior to the City executing a contract that meets the requirements of Section 432.070, RSMo, the City Charter and all applicable City Ordinances.

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17. WAIVER OF ORDINANCES, REGULATIONS AND RFP REQUIREMENTS

- The City, at any time, may waive any requirements imposed in this RFP or by any City regulation.
- The City may waive any requirement imposed by the City's Code of Ordinances when failure to grant the waiver will result in an increased cost to the City and the requirement waived would be waived for all Proposers for this RFP and it is in the best interest of the City to grant the waiver.

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18. LATE PROPOSALS

The City, in its sole discretion, may consider proposals received by the City after the proposal due date if it is in the best interest of the taxpayers of the City to receive the late proposal(s).

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19. CHANGES IN THE RFP

- After this RFP is issued, the City, in its sole discretion, may change everything or anything contained in this RFP at any time including after the Proposal due date. If the change is prior to the proposal due date, the City reserves the right, when considered necessary or appropriate, to modify this RFP.
- If the City shall amend the RFP after the proposal due date, the City may, in its sole discretion, solicit new proposals in an amended RFP from anyone or everyone regardless whether a person submitted a proposal in response to the original RFP.

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20. CHANGES IN EXECUTED CONTRACT AND ADDITIONAL WORK

- After the City executes a contract in accordance with the requirements of Section 432.070, RSMo, the City Charter and City Ordinances, the City may, in its sole discretion, amend the contract to change anything or everything associated with the contract as long as such change is in the interest of the City and as long as the Contractor agrees to the change.
- The City, in its sole discretion, may award additional contracts for related work or subsequent Project phases to the selected Contractor.
- The City, in its sole discretion, may extend the term of the contract with the selected Contractor notwithstanding the expiration of the initial term or any subsequent term or all options to renew, until the City has a new contract in place with either Proposer or another provider or until the City terminates the Contract.

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21. PROPOSER SOLELY RESPONSIBLE FOR ALL COSTS

Regardless of the amount of time, effort, cost and expense incurred by a Proposer in Proposer's attempt to

win this City contract, Proposer agrees that Proposer shall be solely responsible and liable for any and all costs incurred by Proposer.

The City shall have no liability or responsibility for any of Proposer's costs or expenses.

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22. OWNERSHIP OF PROPOSALS

By submitting its Proposal, Proposer hereby agrees that Proposer's Proposal and any supplementary material submitted by the Proposer shall become property of the City.

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23. DISCLOSURE OF PROPRIETARY INFORMATION

- A Proposer may attempt to restrict the disclosure of scientific and technological innovations in which the Proposer has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the Proposal by marking each response of each such document prominently with the words "Proprietary Information";
- After either a contract is executed pursuant to the RFP, or all submittals are rejected, if access to documents marked "Proprietary Information", as provided above, is requested under the Missouri Sunshine Law, the City will notify the Proposer of the request, and it shall be the burden of the Proposer to establish that such documents are exempt from disclosure under the law.
- If the Proposer elects to challenge a formal request for such information made to the City and if the Proposer is unsuccessful in keeping such information closed, the Proposer shall pay for any and all costs, attorney fees and fines that are a result of Proposer's attempt to keep the information closed.
- Notwithstanding the foregoing, in response to a formal request for information, the City reserves the right to release any documents if the City determines that such information is a public record pursuant to the Missouri Sunshine Law. The City shall have no liability to any Proposer or anyone else for releasing any Proprietary Information of a Proposer even if the City is negligent in releasing or disclosing any Proprietary Information of any Proposer.

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24. CLOSED RECORDS

All Proposals including interviews, presentations and documents, and meetings relating thereto may remain closed records or meetings under the Missouri Sunshine Law until a contract is executed or until all Proposals are rejected by the City. If the City amends this RFP, Proposals submitted in response to the original RFP may remain closed records until a contract is executed or all proposals submitted in response to the amended RFP are rejected.

Proposals shall remain closed records even if the City mistakenly informs all Proposers that it is rejecting any and all Proposals prior to amending the RFP as long as the City intends to amend the RFP and resolicit Proposals.

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25. AFFIRMATIVE ACTION

It is the policy of the City that any person or entity entering into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age.

The City's Affirmative Action ordinance requires that any person or entity who employs fifty (50) or more persons and is awarded a contract from the City totaling more than $300,000.00 must:

- Execute and submit an affidavit, in a form prescribed by the City, warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the contract.
- Submit, in print or electronic format, a copy of the Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- Require any Subcontractor awarded a subcontract exceeding $300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- Obtain from any Subcontractor awarded a subcontract exceeding $300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed

If you have any questions regarding the City's Affirmative Action requirements, please contact HRD at (816) 513-1836 or visit the City's website: www.kcmo.gov

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26. TAX CLEARANCE FOR CITY and LOCAL GOVERNMENTS

The local governments of the City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), have agreed to help enforce each other's Tax Laws to insure that taxpayer funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contractor agrees that Contractor shall be in compliance with the Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition precedent to City making City's first payment under the contract or any contract renewal.

The selected Contractor may obtain the City tax clearance letter from the City's Commissioner of Revenue at (816) 513-1135 or (816) 513-1089 and authorize the City to obtain the Clearance letters from the Local Governments of City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and

the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), dated not more than ninety (90) days from the date of submission.
http://www.kcmo.gov

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27. INDEMNIFICATION

The City's standard contract requires that the Contractor shall indemnify, defend and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the contract, caused in whole or in part by Contractor, its employees, agents, or Subcontractors, or caused by others for whom Contractor is liable, including negligent acts or omissions of the City, its agencies, officials, officers, or employees. The contract requires Contractor to obtain specified limits of insurance to insure the indemnity obligation. **Contractor has the opportunity to recover the cost of the required insurance in the Contract Price by including the cost of that insurance in the Proposal.**

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28. BUY AMERICAN AND MISSOURI PREFERENCE POLICIES

- Buy American Preference. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When proposals offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the proposal that uses manufactured goods or commodities that are manufactured or produced in the United States.
- Buy Missouri Preference. It is the policy of the City to give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when the quality is equal or better and delivered price is the same or less. It is the Proposer's responsibility to claim these preferences.

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29. MISSOURI SECRETARY OF STATE BUSINESS ENTITY REGISTRATION

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's Certificate of Good Standing from the Missouri Secretary of State's website.

http://www.sos.mo.gov

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30. CITY OF KANSAS CITY MISSOURI BUSINESS LICENSE

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's valid business license.

Proposers may obtain this business license from the City's Revenue Division/Business License section at

(816) 513-1135 or visit the City's website. http://www.kcmo.gov

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31. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS

Section 2-1018 of the City's Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one (1) year after that former employee or official leaves the City's employ. By submitting a Proposal, Proposer affirms that Proposer and its team members and employees are in compliance with the requirements of Section 2-1018. Failure to comply with the requirements of Section 2-1018 may cause the Proposal to be rejected.

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32. EMPLOYEE ELIGIBILITY VERIFICATION

If this contract exceeds five thousand dollars ($5,000.00), Supplier shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that Supplier does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Supplier shall attach to the affidavit documentation sufficient to establish Supplier's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Supplier may obtain additional information about E-Verify and enroll at https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES.

For those Suppliers enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Supplier will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Supplier shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

The affidavit is found under Section 24 - Employee Eligibility Verification Affidavit.

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33. COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

Proposer must acknowledge acceptance or decline by returning the form found under Section 22 - Cooperative Procurement with Other Jurisdictions Form.

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34. RENEWAL OPTION

- The period of performance under the contract is for an initial term of five (5) years, with three (3) two-year renewal options.
- The continuation of the incumbent Supplier in the option year(s) is a prerogative of the Buyer and is not a contractual right of the Supplier. The Buyer's decision as regards exercising the option(s) is not subject to appeal.

The products and services which are the subject of this Master Agreement may be covered by a service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may survive the expiration of this Master Agreement.

35. CITY OF KANSAS CITY, MISSOURI MBE/WBE/SLBE CONTRACT REQUIREMENTS

The City desires that City certified Minority Business Enterprises (MBEs) and City certified Women Business Enterprises (WBEs) have a maximum opportunity to participate in the performance of City contracts. The MBE/WBE participation goals for this Project are 10**% MBE** participation and 0**% WBE** participation.

The City's HRD Forms and Instructions are incorporated into this Request for Proposals and the Contract Documents. **The forms can be found in Section 21.**

The City of Kansas City, Missouri has a list of City Certified MBEs/WBEs/SLBEs at http://kcmo.org/CKCMO/Depts/Ci... (click on the "DMWBE Directory Search"). Please contact the City's Human Relations Department at 816-513-1836 for assistance on any aspect of the MBE/WBE/SLBE program.

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36. WAIVER OF MBE/WBE REQUIREMENTS

The City Council, in its sole discretion, may waive any and all MBE/WBE requirements imposed by this solicitation and any Proposal Documents or the MBE/WBE Ordinance, and award the contract to the best Proposer if the City Council determines a waiver is in the best interests of the City.

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1. Have you read and do you acknowledge the above Instructions and Conditions? Please state any questions or concerns you have regarding this information in the Comments section provided below.

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

3 Scope of Work

Point Value: 20

GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Suppliers are to propose the broadest possible selection of ELEVATOR, ESCALATOR AND WALKWAY MAINTENANCE AND MODERNIZATION SERVICES, INSPECTION SERVICES, AND RELATED SOLUTIONS they offer. The intent of this solicitation is to provide Participating Public Agencies with products, services and solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing the Products and Services as defined in this Request for Proposal, including but not limited to:

- **Elevator, Escalator, Walkway, Wheelchair Lift, Platform Lift, and Dumbwaiter Maintenance:** This includes the furnishing of all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service and preventative maintenance services, and repairs of every description, including inspections, adjustments, test and replacement of

parts as herein specified for all equipment covered under this Request for Proposal. Include the complete range of maintenance services and solutions offered by Supplier for all manufacturers' equipment to keep equipment in safe, fully operational condition. Such maintenance services are to include reliable established and documented maintenance procedures and schedules to insure reliable performance of equipment under a regularly scheduled program. This includes using a structured maintenance management program to deliver high quality service tailored to each specific unit's needs. Equipment type, component life, equipment usage, and building environment should be taken into account by the Supplier in this scheduling system, which will be used to plan maintenance activities in advance. The Supplier is to have an established system for fully documenting maintenance procedures performed, service calls received and answered and major repairs scheduled and completed. The Supplier is to have an effective system of self-audit mechanism to insure designated tasks are completed as scheduled, with the ability to provide periodic written condition report covering each piece of equipment.

- **Elevator, Escalator, Walkway, Wheelchair Lift, Platform Lift and Dumbwaiter Modernization:** This includes the furnishing of all material, labor, supervision, tools, supplies and other expenses necessary to provide repairs, upgrades and modernization of every description for all equipment covered under this Request for Proposal. Supplier is to offer the complete range of repairs and upgrade solutions ranging from any improvement, modification, renovation or additional equipment or features added or made to existing elevators, escalators, and walkway equipment to better the performance, safety, cosmetic appearance or to meet any new code (building or equipment) requirements, local jurisdiction requirements, insurance requirements or to repair any equipment that may need to be modified or replaced due to obsolescence, flood, fire, any damage done to equipment for any reason, part failure, misuse or age. Examples include, but are not limited to, new or update controllers for all types of equipment, new or update signal fixtures for all types of equipment, new hydraulic jack, machine or pump unit modifications or replacements, new or modifications to elevator cab interiors, new door edges, new valves, new ropes, new or modified door equipment, new or modified car door operators, new or modified hoistway doors or equipment, ADA upgrades, any code upgrades, and escalator or walkway steps or pallets, complete replacement (except for truss) and handrails.
- **Elevator, Escalator, Walkway, Wheelchair Lift, Platform Lift and Dumbwaiter Inspections:** This includes routine inspections, periodic inspections/test witnessing, final acceptance test witnessing, plan reviews, accident investigations, maintenance audits/surveys, fire service/emergency power test witnessing, insurance carrier inspection and other related services.
- **Related Products, Services and Solutions:** Additional related products, services or solutions offered by Supplier.

Additional details about service levels and requirements are provided in Section 6.

1. Have you read and do you agree to the Scope of Services? If you have any narrative, please place it in the Comments section provided below.
Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

2. If there are any concerns/issues with this section, please place a detail of those items in the Comments section provided below for this question.
Priority: 5. Response Type: Text.

4 Authorized Representative Form

Point Value: 0

By submission of the RFP response, the Proposer certifies that:

1 It has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Kansas City, Missouri employee or official or to any current consultant to the City of Kansas City, Missouri;
2 It has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
3 The prices contained in this Proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition;
4 It has the full authority of the Offeror to execute the Proposal and to execute any resulting contract awarded as the result of, or on the basis of, the Proposal;
5 Proposer will not withdraw the Proposal for ninety (90) days.

1. I hereby certify that I have both the legal authority from my business/firm and the right to enter into this contractual agreement with the City of Kansas City, Missouri, and have read, understood, and hereby fully accept all the terms, conditions, specifications, and pricing information contained within this document as well as any and all subsequent pages, addenda, and notices.
Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

2. Authorized Representative name and title
Priority: 5. Response Type: Text.

3. Authorized Representative phone number and email address
Priority: 5. Response Type: Text.

4. Firm's name and physical address
Priority: 5. Response Type: Text.

5. Email address for Purchase Order
Priority: 5. Response Type: Text.

5 Standard City Contract

Point Value: 0

Please review the attached files for the City's Standard Contracts for Facility Repair and Maintenance.

Facility Repair Maintenance Contract Part I and Facility Repair and Maintenance Contract Part II.

1. Will you be able to comply with the Standard City Contracts?

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

2. Please state any questions or concerns you have regarding the Standard City Contracts.

Priority: 5. Response Type: Text.

6 Service Level Requirements and Scope Details

Point Value: 15

Overview

The importance of consistently maintaining the Equipment in a safe, fully operational condition demands that the Supplier have an effective maintenance management program. Such a program includes pre-established and documented maintenance procedures and schedules on which will insure reliable performance of elevators under regularly scheduled maintenance. Supplier will use a structured maintenance management program to deliver high quality service tailored to each specific unit's needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the Supplier in this scheduling system, which will be used to plan maintenance activities in advance. The Supplier will have an established system for fully documenting maintenance procedures performed, service calls received and answered and major repairs scheduled and completed. The Supplier will have an effective system of self-audit mechanism to insure designated tasks are completed as scheduled, and will provide an annual written condition report covering each piece of equipment.

1. Any corrections found to be necessary within twenty (20) days of the termination of agreement or any extension thereof shall be the responsibility of the Supplier.
2. In addition to all of the specifications outlined in this Section, any and all items in the manufacture's literature concerning preventative maintenance and any other pertinent procedures must be performed according to the manufacturer's specifications and timelines.
3. All work shall be performed during regular working hours of regular working days unless otherwise authorized by the City Representative.
    - Contractor shall proceed with work when so requested and work continuously and diligently until completed.
    - Skilled tradesmen with a minimum of three years of field experience shall be provided to perform all work required under this Contract.
    - Contractor shall maintain direct communication capability with the City's representative 24 hours a day, seven (7) days a week, during the Contract period.
    - Emergency Work - Respond to the service location within two (2) hours of receiving notification from the City Representative.
    - Non-Emergency - Work shall be scheduled within three (3) working days of notification or as otherwise approved by the City's Representative.

- City of Kansas City Aviation Department will receive Overtime Callback coverage on all units that are listed as Contract Type "A".
- Contractor shall perform any and all work requested by City.
- Conferences will be held at the request of City or Contractor.
- The Scope of Services here will be extended to Participating Public Agencies, unless specifically altered in a properly executed end user service agreement.

4 OSHA Guidelines: The vendor shall be familiar with and operate within the guidelines as set forth by the Occupational Safety and Health Act.

5 For all operations requiring the placement and movement of the Supplier's equipment, Supplier shall observe and exercise, and compel its employees to observe and exercise, all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and City personnel. All ladders, scaffolding or other devices used to reach the surface of objects not otherwise accessible, shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.

6 Warranty Guarantee: The Supplier warrants and guarantees that all equipment and materials to be furnished under this proposal are free from all defects in workmanship and materials. The Supplier further warrants, guarantees and agrees to remedy all such defects and to replace at Supplier's expense and at no expense to the City any or all labor, transportation, part or parts of the equipment or materials to be furnished under this proposal which are or become defective due to such defects within twelve (12) months after date of receipt by the City within ten (10) business days after receipt of notification of such defect(s).

7 Defective Material: The successful Supplier shall agree to accept, for full credit and return shipping charges, the return of any item received which is found to be deficient in quality or defective in packaging so as to render the item unusable for its intended purpose. Merchandise so designated shall be replaced at the full expense of the Supplier within seven (7) calendar days.

8 Standard Work Processes: The Supplier shall have in its possession written procedures of all maintenance tasks to be performed, complete and thorough in description. These written procedures will include the step-by-step tasks necessary to comprehensively complete the procedure. Written procedures will be made available to all Supplier personnel who could reasonably expect to be working on any of the equipment covered under this contract on either a permanent or temporary basis. The purpose of this requirement is to ensure uniformity of the quality of Work performed and to provide documentation toward that goal.

Maintenance and Modernization Services to be Performed

1 The work required consists of providing elevator, escalator, wheelchair lift, chair lift, and walkway maintenance, modernization and repair services at various city-owned facilities in Jackson, Clay, Platte and Cass Counties.

2 Services shall include, but are not limited to:

- Maintenance work orders for preventative maintenance to repair or replace equipment including inspections, adjustments, testing and replacement of parts, as herein specified, for the safe and smooth operation of the equipment
- Oil and grease work orders to reduce wear and prolong the useful life of moving parts of equipment through proper lubrication on as-needed basis.
- Emergency repairs on short notice may be required in order to restore facilities to full operating condition.
- Provide all necessary equipment and supplies.

i. All parts used in full maintenance shall be manufactured by or approved by the manufacturer of the equipment being serviced and shall be compatible with original equipment. The Contractor shall furnish all products, materials, or parts necessary for the completion of work or required by applicable codes and shall furnish lubricating oils and greases of proper type and weight, rope preservative and wiping cloths. All materials and parts shall be provided in accordance with the requirements herein specified for the maintenance of all elevators and escalators listed. The contractor must own and maintain in stock, at all times for *immediate delivery and installation,* a sufficient supply of emergency parts for repair of each piece of equipment. Spare parts shall be genuine manufacturers' parts designed for the equipment on which they are to be used. No substitutes shall be permitted. The Contractor shall maintain an up-to-date inventory of all spare parts by part number.

ii. Contractor shall maintain, in stock, available for immediate usage, an inventory of replacement parts for microprocessor equipment used in the elevator systems.

iii. Contractor shall have full capabilities to reprogram or change the program of the elevator microprocessor.

iv. Contractor's service technicians shall carry diagnostic equipment designed to analyze programming and microprocessor functions and malfunctions.

3. Contractor shall provide a schedule of planned PM service calls. This schedule shall be prepared and shared with the designated representative for each Department no less than 1 month in advance of the scheduled PM service call. The schedule shall include a date with a 4 hour block of time when the Contractor will be on site for the monthly or quarterly PM service call.

4. Contractor shall prepare an Asset Management Plan (AMP) for each piece of equipment covered by this contract. The AMP shall identify regularly scheduled tasks and recommended repairs and upgrades for each Department's review. The AMP will cover the initial term of the contract, allowing each Department to plan and budget for maintenance and upgrades in a proactive manner. The AMP should also include the likely remaining life/usefulness of the equipment.

5. In preparation for annual inspections, Contractor will work with each Department to review possible concerns and schedule repairs in advance of inspection.

Class "A" Complete Preventative Maintenance

1 Contractor will provide complete maintenance on the following equipment as described herein. Complete maintenance includes providing systematic examinations, cleaning, lubrication, adjustments, and when conditions warrant, repair or replacement of parts.

The work to be performed by the Supplier under the specifications shall consist of furnishing all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service and preventative maintenance services, and repairs of every description, including inspections, adjustments, test and replacement parts as herein specified.

The Supplier shall systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following basic and major components as well as all other mechanical or electrical equipment, including, but not limited to, the following items. Supplier shall include as a part of its response any additional components that it considers a part of preventive maintenance.

1 **HYDRAULIC ELEVATORS**

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

Major components: Exposed piping in the Machine Room and hoistway, motor, PC boards, pump, pump unit, solid state devices, contactors, and valve.

2. TRACTION ELEVATORS

Basic Components: Selector motors; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

Major components: Hoist motors, hoist ropes, machine, machine & sheave bearings, machine brake, motor generators, PC boards, sheave & sheave assemblies, solid state devices, and contactors.

3. ESCALATORS

Basic components: Step rollers, belts, controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes.

Major components: Brake, escalator machine or drive units, handrail, handrail drive chains, main drive chains or belts, PC boards, solid state devices, contactors, sprockets, step chains.

4. WALKWAYS

Basic components: Step rollers, belts, controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes.

Major components: Brake, escalator machine or drive units, handrail, handrail drive chains, main drive chains or belts, PC boards, solid state devices, contactors, sprockets, step chains.

5. WHEELCHAIR LIFT

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

6. CHAIR LIFT

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

7. PLATFORM LIFT

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

8. DUMBWAITERS

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

Major components: Brake, hoist motor, hoist ropes, machine, machine & sheave bearings, motor generators, PC boards, sheave and sheave assemblies, solid 'state devices, and contactors.

Class "B" Examination, Oil and Grease Service

1 Refer to previous applicable descriptions of work and materials required.

2 Examine equipment herein described using skilled maintenance mechanics, with a minimum of three years of field experience, under contractor's supervision.

3 Service shall include labor and all related expenses necessary for providing monthly examinations, oil and grease service of elevators including but not limited to cleaning and oiling machine, motor, signal devices, interlocks and controller, greasing or oiling guides, necessary minor adjustments at time of regular examinations and furnishing necessary lubricating oils and greases, rope preservative, and wiping cloths.

4 All Class "B" work is to be performed during regular working hours of regular working days of the elevator trade.

Modernization

1 Supplier shall offer a complete range of repairs and upgrade solutions ranging from any improvement, modification, renovation or additional equipment or features added or made to existing elevators, escalators, walkway, wheelchair lift, chair lift, platform lift and dumbwaiter equipment to better the performance, safety, cosmetic appearance or to meet any new code (building or equipment) requirements, local jurisdiction requirements, insurance requirements or to repair any equipment that may need to be modified or replaced due to obsolescence, flood, fire, any damage done to equipment for any reason, part failure, misuse or age. Examples include, but are not limited to, new or updated controllers for all types of equipment, new or updated signal fixtures for all types of equipment, new hydraulic jack, machine or pump unit modifications or replacements, new or modifications to elevator cab interiors, new door edges, new valves, new ropes, new or modified door equipment, new or modified car door operators, new or modified hoistway doors or equipment, ADA upgrades, any code upgrades, and escalator or walkway steps or pallets, complete replacement (except for truss) and handrails.

2 Supplier shall examine the existing equipment, determine condition of any retained components; space conditions, power supply, mainline disconnect, and make any surveys necessary to repair and/or upgrade and modernize equipment.
3 Any retained components are to be examined, cleaned, and adjusted as necessary.
4 Supplier shall provide temporary screens between equipment before work starts and remove at completion of project.
5 City has the first right of refusal to retain any equipment components that are to be removed and modernized with new equipment. All removed components shall remain property of the City, until the City notifies the Supplier, in writing, of removed components that City would like to retain. All remaining equipment not to be retained by the City or reused by the Supplier shall be promptly removed from the building by the Supplier at no cost to the City, and become the property of the Supplier. The Supplier shall make every attempt to recycle removed equipment. The Supplier shall correct any damage to building surfaces and surrounding areas if damaged during the removal of this equipment at no cost to the City.
6 Supplier shall visit the building, examine the existing conditions, power supply, mainline disconnect, and include all work needed to ensure a fully code compliant repair, upgrade or modernization.

Work Sequence

1 Contractor shall coordinate with the building manager of each facility listed prior to performing any work specified in the contract. All work shall be done in sequence and at times which will cause the· least amount of interruption of normal activities and will not endanger the normal security of the facility or the safety of personnel.

Communication and Response

1 The contractor shall maintain the following communication capability with the City for responding to emergency call back service requests:
- Provide 24-hours a day, seven days per week, emergency call back service which consists of responding promptly to service requests from the City's authorized representatives made by telephone or other means.
- Provide emergency service within two (2) hours of service request unless otherwise directed by the City's representative.

Emergency Call Back Services

1 "Emergency call back" is defined as a request from the City to the contractor, to service a specific piece of equipment, to correct any problem and/or condition, which, in the City's opinion, needs attention, immediately or before the contractor's next scheduled preventative maintenance visit.
2 Emergency call back service shall be limited to repairs or adjustments required to restore equipment to safe and reliable service in cases where a shut-down emergency develops between regular examinations.
3 Contractor will, at no charge to the City, provide emergency call back service during the regular working hours of the elevator trade on all equipment covered by Class "A" Complete Maintenance. If emergency callback service is required on equipment covered by Class "A" Complete Maintenance outside of normal working hours, the City will pay only the difference between the regular hourly billing rate and the regular overtime billing rate applicable for each

overtime hour worked according to the hourly rates specified on the "Emergency On Call Rate Schedule."

4 City will pay the Contractor the full applicable hourly rate for emergency callback service on all equipment not covered by Class "A" Complete Maintenance according to the hourly rates specified on the "Emergency On Call Rate Schedule."

Records

1 The Supplier will have an established record keeping system. The documentation system will include all reports of elevator service calls placed by the City and track the time and date of each occurrence, the response time and nature of the problem both reported and ultimately discovered and the steps taken to correct the problem. These records will also be kept on an individual unit basis.

2 Supplier will keep archived a maintenance history, used by the technician to record completed work. The maintenance history must indicate the last completion date for each procedure by unit. The history shall be maintained throughout the life of the contract so that procedures completed in years prior to the current year are properly documented.

3 Supplier shall provide copies of all service tickets, initialed and checked Maintenance Report form to City and any Participating Public Agency with invoice.

4 Supplier shall maintain in the elevator, escalator or walkway machine room all maintenance records in accordance with the requirements of ASME A17.1, 2004, Item 8.6.1.4.

5 At any other time, at the City's request, Supplier shall provide the City with additional copies of its standard Customer report of repairs, tests, and service calls for the units, listed per unit.

6 Plans and documents shall be updated with any changes made and shall remain in possession and ownership by the City. Documentation shall include all programming changes and modifications to protect the reliability of the documentation.

- The individual manufacturer's "Field Service Manuals" for elevator and escalator installation and maintenance are on site with the controller as required by Code.
- Contractor shall provide and keep current an approved chart, posted in the elevator mechanic's room, indicating the status of all servicing and maintenance work performed and shall indicate date work was performed.

7 In addition to phone service requests, Supplier shall provide an online service to allow City direct access to the 24-hour dispatching system and database from a personal computer. This service shall allow the City to place a service call and review the status of the service of the service call directly from the personal computer. The City shall further be able to access repair and service call history for any units on Contract. The Supplier shall provide instructions and training on how to use the system.

8 At a minimum, the Supplier's online system will be able to provide the following:

- 12 month rolling history of callback data that will show dates, times, reported problem and resolution. Data will be "live" to show status of call (received, dispatched, onsite, done)
- Mean Time Between Callback data on a per property and per unit basis
- 6 month history of all visits to the property including those for maintenance, callbacks, testing, and repairs.
- Proposal history to view any open proposals and service recommendations.
- Local sales representative and superintendent contact information.

- Generate e-mails to the City for callback notifications, summary of callbacks (either weekly, monthly, quarterly, or annually.
- Indicate if equipment has remote monitoring.
- Data shall be able to be downloaded in to excel or pdf format,

Prior to contract start, the Supplier shall provide the Internet web address, and instructions and training on how to use the system.

Contractor Responsibilities

1 Prepare binding project specification/cost estimate for each project requested by the City, at no cost to the City.

2 Provide labor and equipment within seven (7) days of notification to proceed, unless an alternate time is authorized by the project manager.

3 Supply all personnel, equipment, supplies, and services to complete the requested project.

4 Exercise best professional judgment in performing the contract services (and shall be liable for any loss incurred by the City resulting from failure to meet standards).

5 Perform this contract in compliance with all applicable present and future federal, state, and local laws and regulations.

6 Contractor shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract documents.

- Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
- Contractor shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers and other persons and organizations performing or furnishing any of the work under a direct or indirect contract with Contractor.
- Contractor shall be responsible to see that the completed work complies accurately with the Contract documents.
- At all times during the progress of the work, Contractor shall assign a competent resident superintendent of the work.
- The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor.
- All communications given to or received from the superintendent shall be binding on Contractor.
- If it is determined to be in the best interest of the work, Contractor shall replace the project manager, resident superintendent or any other employee of the Contractor, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.

7 All materials shall be of good quality as provided in the Contract documents.

- All warranties and guarantees specifically called for by the Contract shall expressly run to the benefit of City.
- If required by City, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- All materials shall be stored, applied, and used in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract documents.

Site Inspections

1. The City reserves the right to make site inspections and/or take samples at any time on an unannounced basis for the purpose of verifying the accuracy of services, procedures, and/or documentation applicable to the contract.
2. The Contractor shall call for and schedule all required Inspections for Permitted work as required by Chapter 18 of the KCBRC and corresponding ASME Standards.

Authorization to Work

1. Work Orders
    1. Contractor will receive work orders by telephone, electronic mail or facsimile from the City's Representative to perform maintenance work.
    2. If Contractor determines the maintenance work order will exceed $5,000.00, a written not-to-exceed proposal may be requested, with a proposed number of calendar days required to perform the work. Work on such maintenance Work Orders shall not begin until written authorization is given by the City's Representative. Proposals shall include but not be limited to the following:
        1. Include this Contract Number.
        2. Itemize all anticipated site expenses including all material and labor costs based on the applicable prevailing wage rates.
        3. Include proposed number of Calendar Days required to complete the ordered work.
2. Samples, product information, and manufacturer's warranty information shall be submitted when requested by the City's Representative.
3. Contractor's written proposal, if required, will serve as a maximum not-to-exceed cost amount and include the number of estimated work hours and total repair cost.
4. Emergency Work
    1. Contractor will receive work Orders by telephone, electronic mail or facsimile from the City's Representative to perform emergency work. The Contractor will be given a Work Order number.
    2. If, after being dispatched to perform emergency work, the Contractor determines that repairs totaling $5,000 or more are necessary, that fact shall be reported to the City's Representative. A written proposal may be required at the discretion of the City's Representative before the work is performed
    3. Contractor's written proposal, if required, will serve as a maximum not-to-exceed cost amount and include the number of estimated work hours and total repair cost.
5. Not-To-Exceed Proposals
    1. Contractor shall submit a written not-to-exceed proposal as required and when requested by City's Representative.
6. Stop Work Orders
    1. The City reserves the right to verbally order that all work cease on a project at any time.
    2. The individuals authorized to issue verbal work stop orders are:
7.
        1. City's representative
        2. City Risk Manager

3 The City will be obligated to pay for supplies used and service performed up to the stop work order.

Job Site Administration

1 General: The contractor or a duly authorized project manager acting for the contractor shall continually be present at the site of the work while work is in progress for the duration of the project.

2 The Contractor's representative or service tech will contact the designated representative for the facility upon arrival and also before leaving the site. Before leaving the site, a debriefing of the work done, findings of the equipment and any additional work needed will be reported to the City representative. A written summary of these points will, also, be submitted. The Contractor representative will confirm if the equipment is in service or is out of service. If the equipment is left out of service, an explanation of why, what work needs to be done to make it operational again, and anticipated time frame to complete the work will be covered in the debriefing.

3 Contractor will meet with representatives from each Department individually on a quarterly basis, or as requested by the Department, to review status of service, concerns, upcoming repair schedule, recommendations for repairs/upgrades, etc

Rental Equipment

1 Contractor shall obtain prior approval from the City's Representative to rent equipment other than that required to be provided. Contractor will not be reimbursed for unauthorized rental equipment.

2 Should the need arise for special equipment, other than that required to be provided in the hourly rate, and special equipment must be rented, the reimbursement shall be at cost with no markup. If Contractor owns such equipment, reimbursement will be made to Contractor for use of the equipment at a rate determined by the average rental rates available in the area.

Use of Site

1 During execution of Work, all areas of all buildings shall remain occupied except those where work is actually being performed.

2 Contractor shall confine Contractor's equipment, the storage of materials and equipment, and the operations of workers to the site and other areas identified in and permitted by the City.

3 Contractor shall not unreasonably encumber the site and the other areas with equipment or other materials or equipment.

4 Contractor shall cover or otherwise protect equipment which is not feasible for City to remove from areas during work.

5 The Contractor shall provide protective padding, tarpaulins, and other material as necessary to ensure existing floor, wall, and ceiling finishes not included in the work are not damaged.

6 Contractor shall assume full responsibility for any damage to the site or the other areas, or to the owner or occupant thereof, or of any adjacent land or areas, resulting from the performance of the work.

7 During the progress of the work, Contractor shall keep the site and the other areas free from accumulations of waste materials, rubbish and other debris resulting from the work.

8 At the completion of the work, Contractor shall remove all waste materials, rubbish and debris from Site and other areas as well as all tools, appliances, construction equipment and machinery and surplus materials.
9 Contractor shall leave the site clean and ready for utilization or occupancy by City at completion of the work.
10 Contractor shall restore to all property not designated for alteration by the Contract documents to its pre-work condition.

Labor Compensation

1 Hourly rate will be paid to the Contractor for each workman while on the job site only.
2 For purpose of billing for labor used for work performed under this Contract, the Labor Compensation shall be the applicable hourly wage on the trade or craft that applies.
3 The hourly labor includes the following items and the City shall not be liable for or bill separately for same.
    - Contractor-owned usual and customary tools, machinery and equipment, including operating expenses, for the types of construction, maintenance and repair specified herein, including but not limited to:
    - Service trucks and all related expenses.
    - Normal expendables
    - General Conditions including Insurance and Bonds
    - Office expenses
    - Profit and other overhead

Invoices

1 Contractor shall invoice the City for each completed Work Order referencing Purchase Order Number.
2 Invoices must include but not be limited to the following information:
    - Work/Task Order Number if applicable.
    - Description of Work performed with exact location(s) including Facility Code Building Location if listed on the chart below.
    - Total hours worked by each trade and applicable hourly wage rate bid.
    - Itemized costs of all materials and other allowable expenses showing cost to contractor and cost with mark-up applied, as applicable.
    - Total of all itemized costs and when applicable, the lump sum not-to-exceed proposed costs.
    - Copies of material invoices for the Contractor's suppliers for all materials, suppliers used.
    - Landfills receipts, if applicable. Reimbursement for landfill fees shall be at the Contractor's cost plus 10%.

Airport Security Requirements

1 Contractor shall comply with all airport security requirements at those locations.
2 Contractor shall comply with Transportation Security Administration ("TSA") Background Check. Each employee of the Contractor engaged in furnishing the described services shall be subject to a criminal history records check as required by the TSA. The Contractor shall pay a $35.00 fee for each employee for fingerprinting and background processing and a $100.00

security deposit for each badge issued. The security deposit is returned when the badge is surrendered or at the completion of the contract. Additionally, each employee performing services on site shall attend required Security Identification Display Area ("SIDA") training and comply with all applicable security rules and regulations.

3 Restricted Areas/Security. Contractor will be responsible for complying with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state or local governmental entity regarding airfield security. Contractor shall fully comply with all applicable provisions of the Transportation Security Administration ("TSA") Regulations, 49 CFR Part 1542 (and Part 1544 if Lessee is an Air Carrier), TSA *Security Guidelines for General Aviation Airports*, and Aviation Department *Policy on Passenger Carrier Flights at Charles B. Wheeler Downtown Airport*, or as it may be amended or superseded, City has adopted a Security Plan for the Airport approved by the TSA pursuant to Transportation Security Regulation ("TSR"), Part 1542. Contractor agrees to be bound by and follow the Security Plan. Any access to the Airport granted to Contractor shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Contractor that Contractor is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSR, Part 1542. In the event Contractor, its officers, employees or invitees cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Contractor shall be liable to City for an amount equal to any civil penalty imposed on City by the TSA.

The City's preventative maintenance plan calls for a service technician to be assigned full time to the airport project site to perform preventative maintenance on the equipment. The service technician will be responsible for the maintenance, repair and testing of all the elevator and escalator equipment at the project.

Inspections, Tests and Reports

1 Contractor shall provide all labor, tools, equipment, materials and all incidentals required and/or implied for the complete and satisfactory performance of routine and periodic inspections and witnessing of periodic tests of all equipment in the Scope of Work as required by the City.

2 Contractor shall be an experienced and competent service provider who has satisfactorily inspected and witnessed the testing of equipment of this type to the degree included in these specifications. Inspectors and Inspection Supervisors shall be qualified in accordance with ASME QEI-1 2013. Inspectors shall also be certified to perform elevator inspections by by the International Code Council (ICC) and by an agency accredited by the ASME to certify elevator inspectors and inspection supervisors.

3 The Contractor shall not be a firm actively engaged in providing elevator maintenance and/or repair services.

4 Contractor will perform all required tests, including an annual safety test for all elevators and escalators and the five (5) year full load test for the electric elevators, performed in the presence of a City Codes inspector and State inspectors. Contractor will perform a pressure relief test and a yearly leakage test on hydraulic elevators as required by the A.S.M.E. A-17 .1 code. Tests shall be performed as required by the American National Standards Institute (ANSI), as referenced herein.

5 Testing of all safety devices and governors, as required by the American National Standards Institute (ANSI), 2010 edition, Section 17.1 and Section 17.3, as adopted under the code of general ordinances for the City of Kansas City, Missouri, and at regular intervals not exceeding one (1) year. The contractor shall promptly correct any defects that may be found in the testing and examining of safety devices.

6 The specific dates and times of visits shall be scheduled to the mutual satisfaction of the Contractor and the Public Agency's maintenance providers. Unless otherwise requested, all testing and inspections should be performed during normal business hours.

7 The contractor shall submit a written inspection report within ten (10) business days to the City. The report should include the existence of the development of and defects in, or repairs required to, the equipment and shall also furnish a written, detailed estimate of the cost to make the necessary repairs.

8 After tests have been performed, all safety devices shall be checked and adjusted as required to meet manufacturer's recommendations. Equipment shall not be placed in service until all tests, checks and adjustments are complete and equipment is in proper working condition. The Supplier shall not be held responsible for any damage to the building and equipment caused by the test, unless such damage is a result of negligence. Failure to follow correct procedures to prevent damage and failure to perform pretest examinations shall be considered negligence by the Supplier.

9 Supplier shall perform annual test of Firefighter's Service features on each elevator with such features as outlined in ANSI A17.1 Code, and shall provide monthly tests of this Firefighters service when local code requirements necessitate such testing to be performed by elevator service technicians.

10 Periodically inspection services may be required other than those specified here (ex. acceptance inspections for major alterations or other inspections at a greater frequency than that specified herein). All extra inspection services shall be performed according to the applicable version of ASME A17.1 and A17.2 and local codes and ordinances, and shall be performed on an hourly labor rate basis according to the labor rates provided in Appendix A-3.

7 Business/Firm Profile and Legal Structure

Point Value: 0

Please prepare responses for each of the following in the space provided:

1. Legal Name, address, phone, fax, e-mail, Federal ID#, and website address.

Priority: 3. Response Type: Text.

2. Brief history of business/firm including date the business/firm was established under the current name.
Priority: 3. Response Type: Text.

3. List all services provided by the business/firm.
Priority: 3. Response Type: Text.

4. Number of total employees including number of total employees in Kansas City, Missouri and number of employees in Greater Kansas City Area.
Priority: 3. Response Type: Text.

5. Type of ownership, or legal structure of business/firm.
Priority: 3. Response Type: Text.

6. Has the business/firm ever failed to complete work for which a contract was issued? If yes, explain the circumstances.
Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

7. Are there any civil or criminal actions pending against the business/firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?
Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

8. Provide a brief history of the business/firm's contractual litigation, arbitration, and mediation cases for the last five (5) years that are material and relevant to this contract.
Priority: 3. Response Type: Text.

9. Has the business/firm ever been disqualified from working for the City or any other public entity? If yes, explain the circumstances.
Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

8 Experience

Point Value: 10

For questions 1-5 below, describe the five (5) most relevant or comparable contracts completed by your business/firm during the past five (5) years.
For each listed contract, provide a narrative that includes:

1. the assigned project personnel
2. scope of services provided
3. dollar amount of the contract
4. contractual performance standards versus your actual performance
5. the contracting entity's contact person, e-mail address, cell phone number, and telephone number
6. summary of how your business/firm delivered services
7. pricing and contractual compensation terms

1. Relevant contract description #1
Priority: 3. Response Type: Text.

2. Relevant contract description #2
Priority: 3. Response Type: Text.

3. Relevant contract description #3
Priority: 3. Response Type: Text.

4. Relevant contract description #4
Priority: 3. Response Type: Text.

5. Relevant contract description #5
Priority: 3. Response Type: Text.

9 Pricing/Cost Proposal

Point Value: 25

PRICING INFORMATION
The Proposer must submit the Cost Proposal in the following format:

1. Attachment 1 - City of Kansas City Maintenance/Modernization Pricing (ATTACHMENT 1 City of Kansas City and Sample Projects Pricing.xlsx)
2. Attachment 2 - National Maintenance/Modernization Pricing (ATTACHMENT 2 National Pricing.xlsx)
3. Attachment 3- National Inspection Pricing (ATTACHMENT 3 National Inspection Pricing.xlsx)

1. Attach Attachment 1-3 as indicated above.
Priority: 5. Response Type: File Attachment. Comment? yes

2. Please detail any additional pricing incentives ortha rebates that may be available, such as for large volume purchases by Participating Public Agencies.
Priority: 5. Response Type: File Attachment. Comment? yes

3. Proposer may proposed fixed prices for the first three years of the contract for evaluation. Note about Renewal Pricing: The City realizes that price changes may occur over the term of the contract. The City is interested in obtaining the best price in the initial term of the contract as well as the best price for any renewal years. In proposing price changes subsequent to the first three years, you may propose no increase, a decrease, a constant percentage increase, the consumer price index or an appropriate producer price index. You may offer several alternatives. Although the City will not be required or obligated to exercise all renewal options, assume the City will exercise all renewal options for offering renewal pricing.
Priority: 5. Response Type: File Attachment. Comment? yes

4. Include any additional information here related to pricing, rebates or discounts. This could include additional discounts, catalogs, or any other criteria relevant to the pricing proposal.
Priority: 5. Response Type: File Attachment. Comment? yes

10 U.S. Communities Supplier Qualifications

Point Value: 0

Commitments

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) **Corporate Commitment**.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment**.

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public

Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.
(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.
(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.
(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.
(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.
(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.
(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:
(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.
(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.
(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.
(c) **Economy Commitment**. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.
(d) **Sales Commitment**. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.
(i) Supplier Sales. Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.
(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.
(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.
(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:
(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:
(1) U.S. Communities standard logo with Founding Co-Sponsors logos;
(2) Copy of original procurement solicitation;
(3) Copy of Master Agreement including any amendments;
(4) Summary of Products and Services pricing;

(5) Electronic link to U.S. Communities' online registration page; and
(6) Other promotional material as requested by U.S. Communities.
(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.
(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.
(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.
(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

1. Have you read and do you agree to the U.S. Communities Supplier Qualifications? If you have any narrative, please place it in the Comments section provided below.
Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

11 U.S. Communities Administration Agreement & MICPA Information

Point Value: 0

The Administrative Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract. ***The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached here) and submit without exception or alteration. Failure to do so may result in disqualification.***
Additionally, each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) (attached here) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

1. Have you read and do you agree to the U.S. Communities Administration Agreement? If you have any narrative, please place it in the Comments section provided below.
Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

2. As a reminder, the Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached above) and submit it here without exception or alteration. Failure to do so will result in disqualification. Please attach the scanned Administration Agreement below.
Priority: 5. Response Type: File Attachment. Comment? yes

3. Do you acknowledge that you have read the U.S. Communities Master Intergovernmental Cooperative Purchasing Agreement (MICPA)? If you have any narrative, please place it in the Comments section provided below.
Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

12 U.S. Communities Supplier Worksheet for National Program Consideration

Point Value: 15

Suppliers are required to meet specific qualifications. Please respond to each qualification statement below. The Supplier Worksheet for National Program Consideration.docx is also attached for your reference.

1. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?
Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

2. Does your company have the ability to provide products and services to any Participating Public agency in all 50 states? (If no, identify the states where you do not have the ability to provide products and services in the Comments section provided.)
Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

3. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states? (If no, identify the states where you have the ability to call on Participating Public Agencies in the Comments section provided.)
Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

4. Check which applies for your company sales last year in the United States:
Priority: 0. Response Type: Choose from a List. Sales ranges. Comment? yes

5. Will your company assign a dedicated National Account Manager to support the resulting U.S. Communities contract?
Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

6. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

7. Will your company commit to following the implementation schedule provided in Section 12: New Supplier Implementation Checklist?
Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

8. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

9. Submitted by (Name)

Priority: 3. Response Type: Text.

10. Submitted by (Title)

Priority: 3. Response Type: Text.

11. Please provide any narrative in the Comments section provided below, if necessary.

Priority: 3. Response Type: Text.

13 U.S. Communities New Supplier Implementation Checklist

Point Value: 0

New Supplier Implementation Checklist	Target Completion After Award
1. First Conference Call	**One Week**
Initial Kick Off Call to discuss expectations	
Set Contract Launch Date & Outline Kick Off Plan	
Establish initial contact people & roles/responsibilities	
Supplier Log-In Credentials established	
Set Agency Webinar Dates	
2. Executed Legal Documents	**One Week**
U.S. Communities Admin Agreement	
Lead Public Agency agreement signed	
3. Program Contact Requirements	**One Week**
Supplier contacts communicated to U.S. Communities Staff	
Dedicated email	
Dedicated toll free number	
4. Second Conference Call	**Two Weeks**
Establish Sales Training Webinar Dates	
Complete Supplier Set Up Form	
Complete User Account and User ID Form	
Identify Dates for Senior Management Meeting	
Review Contract Commitments	
5. Marketing Kick Off Call	**Two Weeks**
Overview of Marketing Requirements	
Establish Timeline for Marketing Deliverables	
Set Weekly Marketing Call	
Discuss Agency Webinar Slides & Set Timeframe for Deliverables	
6. Initial NAM & Staff Training Meetings	**Three Weeks**
Discuss expectations, roles & responsibilities	
Introduce and review web-based tools	
Review process & expectations of Lead Referral contact with NAM & identified LRC	
7. Senior Management Meeting	**Four Weeks**
Implementation Process Progress Report	
U.S. Communities & Vendor Organizational Overview	
Supplier Manager to review & further discuss commitments	
8. Review Top Joint Target Opportunities	**Five Weeks**
Top 10 Local Contracts	
Review top U.S. Communities PPA's	
9. Web Development	
Initiate E-Commerce Conversation	**Two Weeks**
Product Upload to U.S. Communities site	**Five Weeks**

1. Will you be able to comply with the U.S. Communities New Supplier Implementation Checklist above? Please state any questions or concerns you have regarding the U.S. Communities New Supplier Implementation Checklist in the Comments section provided below.
Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

14 U.S. Communities Supplier Information

Point Value: 20

Please respond to the following requests for information about your company. Click here to see an example for Question #2

1. National Commitments - Please provide a written narrative describing your understanding and acceptance of each of the Supplier Commitments (Corporate, Pricing, Economy, and Sales) in Section 9.
Priority: 3. Response Type: Text.

2. Company - Provide the total number and location of sales persons employed by your company in the United States. Please upload a file (Word, Excel, PDF) with your company's sales force profile below. See example provided in the attachment above.
Priority: 3. Response Type: File Attachment. Comment? yes

3. Company - Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.
Priority: 0. Response Type: Text.

4. Company- Explain how your company will educate its sales force about the Master Agreement.
Priority: 0. Response Type: Text.

5. Company - Provide the company annual sales for 2015, 2016 and 2017 in the United States. Sales reporting should be segmented into the following categories:

Segment	2014 Sales	2015 Sales	2016 Sales
Cities			
Counties			
K-12 (Public / Private)			
Higher Education (Public / Private)			
States			
Other Public Sector and Non-profits			
Federal			

Private Sector

Total Supplier Sales

6. Company - For the proposed products and services included in the scope of your response, provide annual sales for 2015, 2016 and 2017 in the United States. Sales reporting should be segmented into the following categories:

Segment	2014 Sales	2015 Sales	2016 Sales
Cities			
Counties			
K-12 (Public / Private)			
Higher Education (Public / Private)			
States			
Other Public Sector and Non-profits			
Federal			
Private Sector			
Total Supplier Sales			

7. Company - Provide a list of your company's ten largest public agency customers, including contact information.
Priority: 0. Response Type: Text.

8. Company - Please list any existing regional and/or national cooperative purchasing programs. Provide the entity's name(s), contract scope, contract term (including contract options) and annual volume by year for each of the last three years.
Priority: 0. Response Type: Text.

9. Distribution - Describe you company's normal order processing procedure from point of customer contact through delivery and billing.
Priority: 0. Response Type: Text.

10. Distribution - In what formats do you accept orders (telephone, e-commerce, etc.)?
Priority: 0. Response Type: Text.

11. Distribution - Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
Priority: 0. Response Type: Text.

12. Distribution- Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.
Priority: 0. Response Type: Text.

13. Distribution - State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
Priority: 0. Response Type: Text.

14. Distribution - Describe how your company proposes to distribute the products and services nationwide.
Priority: 0. Response Type: Text.

15. Distribution - Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
Priority: 0. Response Type: Text.

16. Distribution - Provide the number, size and location of your company's distribution facilities, warehouses and retail network (if applicable).
Priority: 0. Response Type: Text.

17. Distribution - Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.
Priority: 0. Response Type: Text.

18. Distribution - Describe your company's e-commerce capabilities. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).
Priority: 0. Response Type: Text.

19. Distribution - If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or M/WBE businesses as defined by the Small Business Administration.
Priority: 0. Response Type: Text.

20. Distribution - If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or M/WBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), your company's diversity of owner employees, etc.
Priority: 0. Response Type: Text.

21. Distribution - If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or M/WBE business as defined by the Small Business Administration. Provide product/service name, company name and small/M/WBE designation.
Priority: 0. Response Type: Text.

22. Marketing - Provide a detailed outline of your company's sales and marketing plan for marketing your offering to eligible agencies nationwide.
Priority: 0. Response Type: Text.

23. Marketing - Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?
Priority: 0. Response Type: Text.

24. Marketing- Please describe your sales goals if awarded the Master Agreement, including targeted dollar volume by year: $_____.00 in year one $_____.00 in year two $_____.00 in year three
Priority: 0. Response Type: Text.

25. National Staffing Plan - Please identify the key personnel who will lead and support the implementation period of the contract outlined in Section 13, U.S. Communities New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.
Priority: 0. Response Type: Text.

26. National Staffing Plan - Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:

Role	Description of Role	Person Responsible	Time Commitment (%)
Executive Sponsor	Responsible for the corporate commitment. Works with Supplier Manager.		
National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager.		
Lead Referral Manager	Responsible for distributing leads generated through the USC website.		
Marketing Lead	Responsible for all marketing efforts. Works with USC marketing regularly.		
IT Lead	Responsible for building USC landing page for supplier.		
Reporting Lead	Responsible for providing monthly reports to USC.		

27. National Staffing Plan - Provide an organizational chart of your company by uploading the file below.
Priority: 0. Response Type: File Attachment. Comment? yes

28. National Staffing Plan - Submit a bio by uploading the file below for the person your company proposes to serve as the National Accounts Manager.
Priority: 0. Response Type: File Attachment. Comment? yes

29. National Staffing Plan - Submit a bio by uploading the file below for each person that will be dedicated full time to U.S. Communities account management.
Priority: 0. Response Type: File Attachment. Comment? yes

30. National Staffing Plan - Submit a bio by uploading the file below for key executive personnel that will be supporting the program.
Priority: 0. Response Type: File Attachment. Comment? yes

31. Products, Services and Solutions - Provide a description of the Products, Services and Solutions to be provided by the major product category set forth in Section III of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.
Priority: 0. Response Type: Text.

32. Products, Services and Solutions - Please describe any training and/or educational programs you offer. This may include the ability to provide on-site or online training and educational seminars or technical knowledge.
Priority: 0. Response Type: Text.

33. Construction and Project Management- List the state construction licenses held, either directly by the bidder or by a qualified distributor that has been continuously involved with the manufacturer.
Priority: 0. Response Type: Text.

34. Environmental - Provide a brief description of your company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.
Priority: 0. Response Type: Text.

35. Environmental - Describe your company's recycling services. Describe any buy back or take back options offered for products sold on this contract such as batteries, mercury-containing equipment, etc. Describe your company's efforts to reduce or reuse packaging (or avoid difficult-to-recycle packaging such as polystyrene foam) and minimize the environmental footprint in the shipping process.
Priority: 0. Response Type: Text.

36. Financial Statements - Submit your latest Dun & Bradstreet report by uploading the file below.
Priority: 0. Response Type: File Attachment. Comment? yes

37. Financial Statements - Please include an audited income statement and balance sheet from the most recent reporting period by uploading the file(s) below.
Priority: 0. Response Type: File Attachment. Comment? yes

38. Maintenance/Modernization Only -Describe your experience with and capability to maintain/repair equipment manufacturer by other companies, including (but not limited to): a) Kone b) Dover c) ThyssenKrupp d) Otis e) Schindler
Priority: 0. Response Type: Text.

39. Maintenance/Modernization Only -Describe how your company will provide parts and service for equipment not manufactured by your company. Include a listing of all brands you are authorized to service nationally and describe any limitations you may have in servicing these brands.
Priority: 0. Response Type: Text.

40. Maintenance/Modernization Only- Describe your company's capability to modernize and upgrade equipment not manufactured by your company.
Priority: 0. Response Type: Text.

41. Maintenance/Modernization Only- Describe your methodologies for assisting Participating Public Agencies with scope of projects. Please explain your process from defining the required repair or modernization through the completion of that work.
Priority: 0. Response Type: Text.

42. Maintenance/Modernization Only- Will you work with Public Agencies to assess equipment and prepare an "Asset Management Plan" for a five year time frame for all their equipment? The AMP should include, at least, annual maintenance tasks, scheduled maintenance/upgrades for items not covered under the basic scope, and a cost estimate for all work to help the Public Agency with budgeting.
Priority: 0. Response Type: Text.

43. Maintenance/Modernization Only- Describe your methodology for defining maintenance procedures for each piece of equipment in a facility. Please provide an example of the written procedures provided to your service personnel to perform maintenance work.
Priority: 0. Response Type: Text.

44. Maintenance/Modernization Only- Describe your procedures for managing the required scheduled maintenance for each piece of equipment. How can a Participating Public Agency track that the work has been completed on schedule?
Priority: 0. Response Type: Text.

45. Maintenance/Modernization Only- How do you notify a Participating Public Agency about when personnel are going to be in a facility, your arrival and departure time and the work performed? Does a participating public agency sign off that the work has been performed before the worker leaves the facility?
Priority: 0. Response Type: Text.

46. Maintenance/Modernization Only- Describe your ability to provide remote monitoring of equipment (on equipment made by all manufacturers).
Priority: 0. Response Type: Text.

47. Maintenance/Modernization Only- Describe and define all scenarios in which additional charges would apply outside of routine preventive maintenance. For the purposes of this proposal, how do you define an emergency? Please include response time, rates, travel time, if applicable, and any other charges that would apply to an emergency situation. Additionally, how do you define non-emergency services? Please include response time, rates, travel time, if applicable, and any other charges that would apply to non-emergency services.
Priority: 0. Response Type: Text.

48. Maintenance/Modernization Only- State your company's average response time for entrapments during regular business hours (8:00 am – 5:00 pm, except as otherwise specified) and after hours along with your company's guaranteed response time.
Priority: 0. Response Type: Text.

49. Maintenance/Modernization Only- State your company's average response time for callout responses during regular business hours (8:00 am – 5:00 pm, except as otherwise specified) and after hours along with your company's guaranteed response time.
Priority: 0. Response Type: Text.

50. Maintenance/Modernization Only- Detail out the number of units each technician is assigned for scheduled preventative maintenance and how you determine the workload for each technician.
Priority: 0. Response Type: Text.

51. Maintenance/Modernization Only- Describe the circumstances in which more than one technician would be required for a repair and how you would communicate to the City when this requirement arises prior to approval of any work being performed.
Priority: 0. Response Type: Text.

52. Maintenance/Modernization Only- What is your company's average elevator uptime?
Priority: 0. Response Type: Text.

53. Maintenance/Modernization Only- What is your company's callback rate?
Priority: 0. Response Type: Text.

54. Maintenance/Modernization Only- Describe the records you make available to public agencies. Do you provide online access to these reports?
Priority: 0. Response Type: Text.

55. Describe your safety management program, including your company's history of safe work practices, regular safety education given to employees, and how you meet federal safety mandates. Include a listing of OSHA recordable incidents for the previous two years (2016 and 2017) and the steps your company has taken to eliminate these types of incidents.
Priority: 0. Response Type: Text.

56. To what extent would Participating Public Agencies pay for transportation costs? Do you charge for time on-site or time spent door-to-door?
Priority: 0. Response Type: Text.

57. Who is responsible for knowing different codes and regulations in different areas? How do you keep up to date on changing codes in the different municipalities in which you work?
Priority: 0. Response Type: Text.

58. Please provide a sample Service Agreement that you would ask a Participating Public Agency to execute before service begins. Any such Service Agreement will be based off the Terms and Conditions of the Master Agreement.
Priority: 0. Response Type: Text.

59. Inspections Only- How do you track inspections and help Public Agencies manage required inspections?
Priority: 0. Response Type: Text.

60. Inspections Only- How do you manage inspection reports?
Priority: 0. Response Type: Text.

61. Inspections Only- Please provide a sample inspection report showing the content a Public Agency could expect to receive.
Priority: 0. Response Type: Text.

62. Inspections Only- Please provide a listing of your State Licenses/Certifications.
Priority: 0. Response Type: Text.

63. Inspections Only- Please indicate if any sub-contractors are used to provide inspections.
Priority: 0. Response Type: Text.

64. Inspections Only- Please explain how you coordinate inspections with a Public Agency's maintenance provider.
Priority: 0. Response Type: Text.

65. Inspections Only- Describe your process for coordinating the annual QEI inspections for all equipment. Indicate who will be present for all QEIs.
Priority: 0. Response Type: Text.

66. Inspections Only- Describe your process for training your field inspectors.
Priority: 0. Response Type: Text.

67. Additional Information - Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency. You may upload any file(s) below by using the 'paperclip' icon.
Priority: 0. Response Type: Text.

15 U.S. Communities State Notice Addendum

Point Value: 0

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:
Nationwide: http://www.usa.gov/Agencies/Local_Government/Cities.shtml
All States in the United States of America:
Alabama
Alaska
Arizona
Arkansas
California
Colorado
Connecticut
Delaware
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania

Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming
Click here for a list of all agencies and specific states included in the State Notice Addendum.

1. Have you read and do you acknowledge the information provided above? Please state any questions or concerns you have regarding this information in the Comments section provided below.
Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

16 U.S. Communities FEMA Standard Terms and Conditions Addendum for Contracts and Grants

Point Value: 0

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").
In addition, Contractor agrees to the following specific provisions:
1. Pursuant to 44 CFR 13.36(i)(1), City is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), City may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental

Protection Agency regulations (40 CFR part 15); and
f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the City and be disposed of in accordance with City policy. The City, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
(1) The copyright in any work developed under a grant or contract; and
(2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.
7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as City deems necessary, Contractor shall permit City, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or City makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

1. Have you read and do you acknowledge the information provided above? Please state any questions or concerns you have regarding this information in the Comments section provided below.
Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

17 U.S. Communities Community Development Block Grant Addendum
Point Value: 0

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

1. Have you read and do you acknowledge the information provided above? Please state any questions or concerns you have regarding this information in the Comments section provided below.
Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

18 U.S. Communities Uniform Administrative Requirements

Point Value: 0

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200-UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

1. Have you read and do you acknowledge the information provided above? Please state any questions or concerns you have regarding this information in the Comments section provided below.
Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

19 References

Point Value: 10

Proposers are required to provide three (3) client references, including contact information, for similar projects that the Proposer has completed within the past five (5) years.
It is preferred that at least one (1) client references be a government sector client.

Instructions:

1. Download the attached (Proposer References.docx)form
2. Distribute to designated references
3. Collect the responses
4. Attach the completed forms below

1. Attach the completed reference form here from Reference #1.
Priority: 3. Response Type: File Attachment. Comment? yes

2. Attach the completed reference form here from Reference #2.
Priority: 3. Response Type: File Attachment. Comment? yes

3. Attach the completed reference form here from Reference #3.
Priority: 3. Response Type: File Attachment. Comment? yes

20 Sustainability

Point Value: 0

The City has adopted an overall policy supporting a greater use of "green solutions" or enhanced sustainability measures that consider environmental quality, social equity and economic vitality. In order to minimize waste, enhance efficiencies, and achieve multiple benefits and project synergies, all City projects must identify opportunities for sustainability improvements and implement those improvements

when financially reasonable and operationally practical.

Incorporate sustainability and efficiency into the planning, design, construction, operation and maintenance of the project. Highlight each component of the project that you feel deserves consideration in this context, and demonstrate how sustainability and efficiency are integrated into the project.

If it is not possible to comprehensively integrate significant sustainability measures, then highlight elements you feel deserve consideration in this context.

1. Include a concise summary of your company's policies, strategies, and actions that demonstrate your philosophy and commitment to sustainability.
Priority: 3. Response Type: Text.

2. Describe how your Proposal will address the established City policies referenced in this RFP specific to the project or service on which you are proposing.
Priority: 3. Response Type: Text.

21 City of Kansas City, MO HRD Forms and Instructions

Point Value: 0

Required forms are linked below. Click on the form name to download it.
Complete and upload each form in the appropriate question below.

00440: HRD Form 5 Construction Contract

HRD 08: Contractor Utilization Plan and Request for Waiver (00450)

HRD 10: Timetable for Utilization (00460 HRD 10)

HRD 11: Request for Modification or Substitution (00470)

HRD 13: Affidavit of Intended Utilization

004501.01: Letter of Intent to Subcontract

01290.14: Contractor Affidavit for Final Payment

01290.15: Subcontractor Affidavit for Final Payment

Required forms are linked below. Click on the form name to download it.
Complete and upload each form in the appropriate question below.

1. Please attach the completed form: HRD Form 05 - Instructions for Construction Bids
Priority: 3. Response Type: File Attachment. Comment? no

2. Please attach the completed form: HRD Form 08 - Contractor Utilization Plan and Request for Waiver (00450)
Priority: 3. Response Type: File Attachment. Comment? no

3. Please attach the completed form: HRD Form 10 - Timetable for Utilization (00460 HRD 10)
Priority: 3. Response Type: File Attachment. Comment? no

4. Please attach the completed form: HRD Form 11 - Request for Modification or Substitution (00470)
Priority: 3. Response Type: File Attachment. Comment? no

5. Please attach the completed form: HRD Form 13 - Affidavit of Intended Utilization
Priority: 3. Response Type: File Attachment. Comment? no

6. Please attach the completed form: 004501.01- Letter of Intent to Subcontract
Priority: 3. Response Type: File Attachment. Comment? no

7. Please attach the completed form: 01290.14 - Contractor Affidavit for Final Payment
Priority: 3. Response Type: File Attachment. Comment? no

8. Please attach the completed form: 01290.15 - Subcontractor Affidavit for Final Payment
Priority: 3. Response Type: File Attachment. Comment? no

22 Cooperative Procurement with Other Jurisdictions Form

Point Value: 0

The Proposer agrees to provide products and/or services to any municipality, county, state, governmental, public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid-America Regional Council (MARC).

1. Do you agree to the statement above?
Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

23 Tax Clearance for City and Local Governments

Point Value: 0

The local governments of City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), have agreed to help enforce each other's Tax Laws to insure that taxpayer funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contractor agrees that Contractor shall be in compliance with the Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition precedent to City making City's first payment under the contract or any contract renewal.

The selected Contractor may obtain the City tax clearance letter from the City's Commissioner of Revenue at (816) 513-1135 or (816) 513-1089 (website) and authorize the City to obtain the Clearance letters from the Local Governments of City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), dated not more than ninety (90) days from the date of submission.

1. Do you acknowledge the requirement in this section?

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

24 Employee Eligibility Verification Affidavit

Point Value: 0

Please download the attached Employee Eligibility Verification Affidavit. Please sign, notarize, and scan the final form below, including the first and last page of the E-Verify MOU.

1. Please attach the signed and notarized Employee Eligibility Verification Affidavit here.

Priority: 3. Response Type: File Attachment. Comment? yes

25 Performance and Maintenance Bond

Point Value: 50

A Performance and Maintenance bond in the amount of the contract is required on this RFP.
00610 Perf. & Maintenance Bond 050113 (3).pdf

1. Do you acknowledge this Performance and Maintenance Bond requirement?

Priority: 3. Response Type: Text.

26 Payment Bond

Point Value: 50

A Payment Bond is required on this RFP.

00615 Payment Bond 050113 (2).pdf

1. Do you acknowledge the payment bond requirement?
Priority: 3. Response Type: Text.

27 Prevailing Wages

Point Value: 50

Prevailing Wage is required on this RFP. All wage orders are being attached.

Incremental_Increase_Letter 6-7-2017.pdf

00830.02 CASS AWO 6-7-2017.pdf

00830.02 CLAY AWO 6-7-2017.pdf

00830.02 JACKSON AWO 6-7-2017.pdf

00830.02 PLATTE AWO 6-7-2017.pdf

00830.02 RAY AWO 6-7-2017.pdf

1. Do you acknowledge this Prevailing Wage section?
Priority: 3. Response Type: Text.

Exhibit 4

KONE Inc. Proposal to Supply Elevator, Escalator, Moving Walkway Maintenance, Repair, Modernization and Related, Products, Services and Solutions under the U.S. Communities Program utilizing the Terms and Conditions of the City of Kansas City Master Contract
(Reference GENRL-EV2516 dated December 1st, 2018)

The parties hereby agree to be bound to the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1st, 2018) ("Contract"), together with those terms and conditions contained in this Exhibit 4(collectively, "Service Agreement"). In the event of conflict between terms and conditions contained in the Contract and this Exhibit 4, the terms in this Exhibit 4 shall supersede and prevail.

PROPOSED UNITS & EQUIPMENT PRICING:

Location	Address	Type	OEM	State Serial	Type of Service	Pricing/month
Intracoastal Park Pavilion	2240 North Federal Hwy	Hydraulic	TAC20	92937	Complete Maintenance	$ 175.00
Wilson Park	225 NW 12th Avenue	Hydraulic	TAC20	93049	Complete Maintenance	$ 175.00
Boynton Beach Fire Rescue	2080 High Ridge Road	Hydraulic	TAC20	95727	Complete Maintenance	$ 175.00
1913 Schoolhouse Museum	141 E Ocean Drive	Hydraulic	Dover DMC1	54426	Complete Maintenance	$ 175.00
West Water Plant	5468 W Boynton Beach	Hydraulic	MPHII	46528	Complete Maintenance	$ 175.00
Boynton Beach Operations	124 E Wooldbright Rd	Hydraulic	Dover DMC1	57136	Complete Maintenance	$ 175.00
Historic Woman's Club	1010 S Federal Hwy	Hydraulic	TAC32	42747	Complete Maintenance	$ 175.00
City Hall #1	100 E Ocean Ave	MRL	Schindler 3300	109806	Complete Maintenance	$ 325.00
City Hall #2	100 E Ocean Ave	MRL	Schindler 3300	109807	Complete Maintenance	$ 325.00
City Hall #3	100 E Ocean Ave	MRL	Schindler 3300	109600	Complete Maintenance	$ 325.00
Cultural Center #1	125 E Ocean Ave	MRL	OTIS GEN2	108570	Complete Maintenance	$ 325.00
Cultural Center #2	125 E Ocean Ave	MRL	OTIS GEN2	108569	Complete Maintenance	$ 325.00
Fire Station 1	201 NE 1st	MRL	Schindler 3300	109933	Complete Maintenance	$ 325.00
Police Headquarters	2100 High Ridge Road	MRL	Schindler 3300	109932	Complete Maintenance	$ 325.00

TOTAL: $3,500.00/month

The price is based upon annual in advance payment. In the event Purchaser requires a different payment method, please contact your local account manager to adjust the payment frequency.

APPLICABLE LAW

This Agreement shall be construed and enforced in accordance with, and the validity and performance of shall be governed by, the laws of the State of Florida.

PROPOSED SCOPE OF WORK:

1. **SERVICES**

Complete Maintenance - (Equipment included per table on page 1)

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this Agreement. All other work related to the equipment is Purchaser's responsibility unless specifically noted elsewhere in this Agreement, or unless Purchaser has separately contracted with KONE for the work.

A. **MRL Elevators**

1. Relay Logic Control System
   All control system components.
2. Microprocessor Control System
   All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
3. Hoistway and Pit Equipment
   All elevator control equipment and buffers.
4. Rails and Guides
   Guide rails, guide shoe gibs, and rollers.
5. Ropes
   Hoist ropes, governor ropes, and compensation ropes.
6. Wiring
   All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
7. Door Equipment
   Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
8. Manual Freight Door Equipment
   Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
9. Power Freight Door Equipment
   Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
10. Signals and Accessories
    Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

11. Car Equipment
    All elevator control system components on the car.

B. **Hydraulic Elevators**

1. Relay Logic Control System
   All control system components.
2. Microprocessor Control System
   All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
3. Power Unit
   Pump, motor, valves, and all related parts and accessories.
4. Hoistway and Pit Equipment
   All elevator control equipment and buffers.
5. Rails and Guides
   Guide rails, guide shoe gibs, and rollers
6. Wiring
   All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
7. Door Equipment
   Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
8. Manual Freight Door Equipment
   Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
9. Power Freight Door Equipment
   Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
10. Hydraulic System Accessories
    Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.
11. Signals and Accessories
    Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
12. Car Equipment
    All elevator control system components on the car.

2. HOURS OF SERVICE

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

3. SERVICE REQUESTS (CALLBACKS)

Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than

one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests.

Regular Time Coverage - (Equipment coverage per the table on page 1)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade.

4. TESTS

KONE will perform the following tests on the equipment as per the table on page 1 of this Agreement. KONE is not liable for any property damage or personal injury, including death, resulting from any test.

HYDRAULIC ELEVATOR

A pressure relief test and a yearly leakage test as required by applicable code.

TRACTION ELEVATOR

An annual no load test as required by applicable code.

A five (5) year full load test as required by applicable code.

5. EXCLUSIONS

The following are excluded from the scope of services and per attachment D “exclusions section” EV2516:

A. GENERAL

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to

assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

B. **OBSOLESCENCE**

1. Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.
2. Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

C. **ELEVATOR**

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; oil lines; victaulic fittings; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement. Hoist belts and drives are excluded. Telescopic and or twin post piston/jacks and their packings/seals are excluded; any below-ground or partially unexposed components of any hydraulic elevator system including, but not limited to, jack/cylinder, piston, PVC and/or other protective material of any type of kind; any below-ground or partially unexposed piping of any type or kind.

6.TERM AND TERMINATION

A. This Agreement will commence of the effective date and continue for an initial term of eleven (11) years as stated in OMNIA Partners contract# EV2516 Amendment No 1. Sec 2. Term of Contract and Additional Periods, A. Initial Term.

B. If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.

8. ASSIGNMENT

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a new owner, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the new owner. Purchaser will promptly provide KONE with a copy of such assignment.

9. **Technical Survey**

KONE will perform the technical survey on the new elevator(s) and or escalator(s) within 60 days of contract effective date. If a safety hazard or code violation is identified during KONE's technical survey, Customer will immediately remove the unit from service until repairs are performed. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the equipment. If additional work is necessary, KONE will provide a separate proposal or recommendation for such work. Customer agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Customer's failure to comply with KONE's recommendations and proposal, and any obligation on the part of KONE to indemnify or defend Customer with regard to such claim shall be null and void. If Customer does not immediately approve KONE's proposal or recommendation, notwithstanding anything to the contrary in the agreement, KONE reserves the right to terminate this agreement without penalty.

ACCEPTANCE

Service Agreement Effective Start Date: January 1, 2025.

Service Agreement Number: **TBD**

The parties to this service agreement agree to the conditions contained herein:

Sign for on behalf of Participating Public Agency

_____
(Signature)

_____
(Print Name)

_____
(Print Title)

Date: ___/___/___

Respectfully submitted,
KONE Inc.

_____
(Submitted By)

_____
(Approved By) Authorized Representative

General Manager
(Title)

Date: 11/1/2024

KONE Care Value Added Services

These services are offered to improve the quality and transparency of the KONE service delivery experience.

24/7 CONNECTED SERVICES

KONE's 24/7 Connected Services uses proprietary advanced remote monitoring and analysis technologies to bring intelligent services to elevators and escalators. 24/7 Connected Services provides continuous updates on the status and condition of the equipment, allowing KONE to perform services tailored to each equipment's needs. 24/7 Connected Services is a family of different services that may be ordered separately.

As consideration and in order for KONE to be able to provide the 24/7 Connected Services to the Customer, the Agreement is hereby amended as follows:

1. KONE to provide the Services set forth below at a cost of $0.00 per month. This Service fee will be charged on the maintenance invoice at the same interval as the invoicing for maintenance under the Agreement. Installation and/or set-up fees will be provided in a separate proposal when applicable. The interest on any late payments shall be as detailed in the Agreement.
2. KONE shall perform the selected Value-Added Services (each a "Service" and together the "Services") substantially as set forth and authorized below:

A. KONE Care - Emergency Phone Monitoring

KONE shall program the elevator phone(s) listed below to call the KONE Customer Care Center and will monitor the elevator phone(s).

Customer shall:

1. Provide names and phone numbers of at least two (2) of its representatives for the KONE Service Center to contact on a 24 hour basis, and at least one (1) police, fire or local 911 agency name and phone number.
2. Notify KONE immediately in writing of any changes in these names or numbers. In the event of a call from the elevator, the KONE Customer Care Center will contact the points of contact in the order listed below. The local authorities will be contacted only if the previously mentioned point of contacts cannot be reached.
3. If KONE does not provide Wireless Phone Provider Service, Customer shall provide an analog phone line to the elevator machine room (to be terminated on the appropriate phone jacks). If phone line is an extension off an existing phone system, a backup power source must also be provided. An extension, if applicable, must be a direct inward dial (DID) extension. All phones and associated equipment shall be in compliance with the requirements of ASME A17.1, local codes and applicable law, as amended. Customer shall also provide the elevator phone number(s) and/or extension(s) for the phone(s) being programmed.

By initialing below, you are approving the above KONE Care - Emergency Phone Monitoring services for the additional monthly fee of $0.00 (included services as part of Master Agreement EV2516)

ACCEPTED BY_____Date:_____

Remote Monitoring Service Voice Link and Wireless Phone Service

Elevator Description	Equipment #	Elevator Phone # and Extension for Caller ID
1		
2		
3		
4		
5		
6		
7		
8		
9		
First Point of Contact (Required)		
Name:	Title:	
Phone #:	Cell Phone #:	
Second Point of Contact (Required)		
Name:	Title:	
Phone #:	Cell Phone #:	
Third Point of Contact (Optional)		
Name:	Title:	
Phone #:	Cell Phone #:	
Local Emergency Authorities (Required)		
Fire Department Phone #:	Police Department Phone #:	

CUSTOMER INFORMATION

Who is the agreement with?		
Legal Name of the Company:		
Address:		
City:	**State:**	**Zip:**
Contact Name:	**Title:**	
Phone:	**Fax:**	
Is the Owner tax exempt? Yes (If Yes, provide the Tax Exemption Certificate.)		
Federal tax ID #:		

Where should the invoice be sent?		
Legal Name of the Company:		
Attention:		
Address:		
City:	**State:**	**Zip:**
Contact Name:	**Title:**	
Phone:	**Fax:**	
Federal tax ID #:	**Email:**	

Who will be responsible for paying the invoices?		
Legal Name of the Company:		
Attention:		
Address:		
City:	**State:**	**Zip:**
Contact Name:	**Title:**	
Phone:	**Fax:**	
Federal tax ID #:	**Email:**	

Dedicated to People Flow™

Exhibit 4

KONE Inc. Proposal to Supply Elevator, Escalator, Moving Walkway Maintenance, Repair, Modernization and Related, Products, Services and Solutions under the U.S. Communities Program utilizing the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1st, 2018)

The parties hereby agree to be bound to the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1st, 2018) ("Contract"), together with those terms and conditions contained in this Exhibit 4(collectively, "Service Agreement"). In the event of conflict between terms and conditions contained in the Contract and this Exhibit 4, the terms in this Exhibit 4 shall supersede and prevail.

PROPOSED UNITS & EQUIPMENT PRICING:

Location	Address	Type	OEM	State Serial	Type of Service	Pricing/month
Intracoastal Park Pavilion	2240 North Federal Hwy	Hydraulic	TAC20	92937	Complete Maintenance	$ 175.00
Wilson Park	225 NW 13th Avenue	Hydraulic	TAC20	93049	Complete Maintenance	$ 175.00
Boynton Beach Fire Rescue	2080 High Ridge Road	Hydraulic	TAC20	95727	Complete Maintenance	$ 175.00
1913 Schoolhouse Museum	141 E Ocean Drive	Hydraulic	Dover DMC1	54426	Complete Maintenance	$ 175.00
West Water Plant	5468 W Boynton Beach	Hydraulic	MPHII	46528	Complete Maintenance	$ 175.00
Boynton Beach Operations	124 E Wooldbright Rd	Hydraulic	Dover DMC1	57136	Complete Maintenance	$ 175.00
Historic Woman's Club	1010 S Federal Hwy	Hydraulic	TAC32	42747	Complete Maintenance	$ 175.00
City Hall #1	100 E Ocean Ave	MRL	Schindler 3300	109806	Complete Maintenance	$ 325.00
City Hall #2	100 E Ocean Ave	MRL	Schindler 3300	109807	Complete Maintenance	$ 325.00
City Hall #3	100 E Ocean Ave	MRL	Schindler 3300	109600	Complete Maintenance	$ 325.00
Cultural Center #1	125 E Ocean Ave	MRL	OTIS GEN2	108570	Complete Maintenance	$ 325.00
Cultural Center #2	125 E Ocean Ave	MRL	OTIS GEN2	108569	Complete Maintenance	$ 325.00
Fire Station 1	201 NE 1st	MRL	Schindler 3300	109933	Complete Maintenance	$ 325.00
Police Headquarters	2100 High Ridge Road	MRL	Schindler 3300	109932	Complete Maintenance	$ 325.00

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TOTAL: $3,500.00/month

The price is based upon annual in advance payment. In the event Purchaser requires a different payment method, please contact your local account manager to adjust the payment frequency.

APPLICABLE LAW

This Agreement shall be construed and enforced in accordance with, and the validity and performance of shall be governed by, the laws of the State of Florida.

PROPOSED SCOPE OF WORK:

1. **SERVICES**

Complete Maintenance - (Equipment included per table on page 1)

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this Agreement. All other work related to the equipment is Purchaser's responsibility unless specifically noted elsewhere in this Agreement, or unless Purchaser has separately contracted with KONE for the work.

A. **MRL Elevators**

1. Relay Logic Control System
   All control system components.
2. Microprocessor Control System
   All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
3. Hoistway and Pit Equipment
   All elevator control equipment and buffers.
4. Rails and Guides
   Guide rails, guide shoe gibs, and rollers.
5. Ropes
   Hoist ropes, governor ropes, and compensation ropes.
6. Wiring
   All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
7. Door Equipment
   Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
8. Manual Freight Door Equipment
   Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
9. Power Freight Door Equipment
   Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
10. Signals and Accessories
    Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

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11. Car Equipment
    All elevator control system components on the car.

B. **Hydraulic Elevators**

1. Relay Logic Control System
   All control system components.
2. Microprocessor Control System
   All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
3. Power Unit
   Pump, motor, valves, and all related parts and accessories.
4. Hoistway and Pit Equipment
   All elevator control equipment and buffers.
5. Rails and Guides
   Guide rails, guide shoe gibs, and rollers
6. Wiring
   All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
7. Door Equipment
   Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
8. Manual Freight Door Equipment
   Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
9. Power Freight Door Equipment
   Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
10. Hydraulic System Accessories
    Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.
11. Signals and Accessories
    Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
12. Car Equipment
    All elevator control system components on the car.

2. HOURS OF SERVICE

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

3. SERVICE REQUESTS (CALLBACKS)

Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than

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one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests.

Regular Time Coverage - (Equipment coverage per the table on page 1)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade.

4. TESTS

KONE will perform the following tests on the equipment as per the table on page 1 of this Agreement. KONE is not liable for any property damage or personal injury, including death, resulting from any test.

HYDRAULIC ELEVATOR

A pressure relief test and a yearly leakage test as required by applicable code.

TRACTION ELEVATOR

An annual no load test as required by applicable code.

A five (5) year full load test as required by applicable code.

5. EXCLUSIONS

The following are excluded from the scope of services and per attachment D “exclusions section” EV2516:

A. GENERAL

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to

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assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

B. **OBSOLESCENCE**

1. Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.
2. Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

C. **ELEVATOR**

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; oil lines; victaulic fittings; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement. Hoist belts and drives are excluded. Telescopic and or twin post piston/jacks and their packings/seals are excluded; any below-ground or partially unexposed components of any hydraulic elevator system including, but not limited to, jack/cylinder, piston, PVC and/or other protective material of any type of kind; any below-ground or partially unexposed piping of any type or kind.

6.TERM AND TERMINATION

A. This Agreement will commence of the effective date and continue for an initial term of eleven (11) years as stated in OMNIA Partners contract# EV2516 Amendment No 1. Sec 2. Term of Contract and Additional Periods, A. Initial Term.

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ACCEPTANCE

Service Agreement Effective Start Date: October 1, 2024.

Service Agreement Number: **TBD**

The parties to this service agreement agree to the conditions contained herein:

Sign for on behalf of Participating Public Agency

_____
(Signature)

_____
(Print Name)

_____
(Print Title)

Date: ___/___/___

Respectfully submitted,
KONE Inc.

_____
(Submitted By)

_____
(Approved By) Authorized Representative

_____
(Title)

Date: ___/___/___

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KONE Care Value Added Services

These services are offered to improve the quality and transparency of the KONE service delivery experience.

24/7 CONNECTED SERVICES

KONE's 24/7 Connected Services uses proprietary advanced remote monitoring and analysis technologies to bring intelligent services to elevators and escalators. 24/7 Connected Services provides continuous updates on the status and condition of the equipment, allowing KONE to perform services tailored to each equipment's needs. 24/7 Connected Services is a family of different services that may be ordered separately.

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KONE shall program the elevator phone(s) listed below to call the KONE Customer Care Center and will monitor the elevator phone(s).

Customer shall:

1. Provide names and phone numbers of at least two (2) of its representatives for the KONE Service Center to contact on a 24 hour basis, and at least one (1) police, fire or local 911 agency name and phone number.
2. Notify KONE immediately in writing of any changes in these names or numbers. In the event of a call from the elevator, the KONE Customer Care Center will contact the points of contact in the order listed below. The local authorities will be contacted only if the previously mentioned point of contacts cannot be reached.
3. If KONE does not provide Wireless Phone Provider Service, Customer shall provide an analog phone line to the elevator machine room (to be terminated on the appropriate phone jacks). If phone line is an extension off an existing phone system, a backup power source must also be provided. An extension, if applicable, must be a direct inward dial (DID) extension. All phones and associated equipment shall be in compliance with the requirements of ASME A17.1, local codes and applicable law, as amended. Customer shall also provide the elevator phone number(s) and/or extension(s) for the phone(s) being programmed.

By initialing below, you are approving the above KONE Care - Emergency Phone Monitoring services for the additional monthly fee of $0.00 (included services as part of Master Agreement EV2516)

ACCEPTED BY_____Date:_____

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Remote Monitoring Service Voice Link and Wireless Phone Service

Elevator Description	Equipment #	Elevator Phone # and Extension for Caller ID
1		
2		
3		
4		
5		
6		
7		
8		
9		
First Point of Contact (Required)		
Name:	Title:	
Phone #:	Cell Phone #:	
Second Point of Contact (Required)		
Name:	Title:	
Phone #:	Cell Phone #:	
Third Point of Contact (Optional)		
Name:	Title:	
Phone #:	Cell Phone #:	
Local Emergency Authorities (Required)		
Fire Department Phone #:	Police Department Phone #:	

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CUSTOMER INFORMATION

Who is the agreement with?		
Legal Name of the Company:		
Address:		
City:	**State:**	**Zip:**
Contact Name:	**Title:**	
Phone:	**Fax:**	
Is the Owner tax exempt? Yes (If Yes, provide the Tax Exemption Certificate.)		
Federal tax ID #:		

Where should the invoice be sent?		
Legal Name of the Company:		
Attention:		
Address:		
City:	**State:**	**Zip:**
Contact Name:	**Title:**	
Phone:	**Fax:**	
Federal tax ID #:	**Email:**	

Who will be responsible for paying the invoices?		
Legal Name of the Company:		
Attention:		
Address:		
City:	**State:**	**Zip:**
Contact Name:	**Title:**	
Phone:	**Fax:**	
Federal tax ID #:	**Email:**	

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Pamplin MediaGroup

6605 SE Lake Road, Portland, OR 97222
PO Box 22109 Portland, OR 97269-2169
Phone: 503-684-0360 Fax: 503-620-3433
E-mail: legals@commnewspapers.com

AFFIDAVIT OF PUBLICATION

State of Oregon, County of Multnomah, SS I, Charlotte Allsop, being the first duly sworn, depose and say that I am the Accounting Manager of the Business Tribune, a newspaper of general circulation, published at Portland, in the aforesaid county and state, as defined by ORS 193.010 and 193.020, that

Ad#: 46396
Owner: U.S. Communities
Description: ELEVATOR, ESCALATOR AND WALKWAY MAINTENANCE AND MODERNIZATION SERVICES

A copy of which is hereto annexed, was published in the entire issue of said newspaper for 7 week(s) in the following issue:
05/08/2018, 05/11/2018, 05/15/2018, 05/18/2018, 05/22/2018, 05/25/2018, 05/29/2018

Charlotte Allsop

Charlotte Allsop (Accounting Manager)

Subscribed and sworn to before me this 05/29/18

NOTARY PUBLIC FOR OREGON

OFFICIAL STAMP
KRISTINE LEAH HUMPHRIES
NOTARY PUBLIC-OREGON
COMMISSION NO. 961015
MY COMMISSION EXPIRES MARCH 30, 2021

Acct #: 132066
Attn: ALEXIS TURNER
U.S. COMMUNITIES
700 GROVE STREET, 11C
JERSEY CITY, NJ 07310

U.S. COMMUNITIES
GOVERNMENT PURCHASING ALLIANCE

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ELEVATOR, ESCALATOR AND WALKWAY MAINTENANCE AND MODERNIZATION SERVICES
Proposals Due: June 8, 2018 @ 11:00 PM
REQUEST FOR PROPOSALS
RFP# EV2516

The City of Kansas City, MO (the "Lead Public Agency"), on behalf of the U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Elevator, Escalator and Walkway Maintenance and Modernization Services, Inspection Services, and Related Solutions. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 11:00 pm local time on June 8th, 2018. Additional information may be found at: https://my.rfp365.com/public/rfp/09a8ea65-1f56-4840-9c48-7d53fe6f6dff.
Published May 8, 11, 15, 18, 22, 25 & 29, 2018.

BT46396

STATE OF WASHINGTON -- KING COUNTY

--ss.

361594 No.

U.S. COMMUNITIES

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

BCSB:ELEVATOR MAINT SVCS

was published on

05/03/18 05/04/18 05/05/18 05/07/18 05/08/18 05/09/18 05/10/18

The amount of the fee charged for the foregoing publication is the sum of $532.00 which amount has been paid in full.

JENNIFER A BARNES NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 10-24-19

Subscribed and sworn to before me on

05/10/2018

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

U.S. Communities Government Purchasing Alliance

Elevator, Escalator and Walkway Maintenance

Proposals Due: June 8

RFP# EV2516

The City of Kansas City, MO (the "Lead Public Agency"), on behalf of the U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Elevator, Escalator and Walkway Maintenance and Modernization Services, Inspection Services, and Related Solutions. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 11:00 pm local time on June 8th, 2018. Additional information may be found at: https://my.rfp365.com/public/rfp/09a8ea65-1f56-4840-9c48-7d53fe6f6dff.

Date of first publication in the Seattle Daily Journal of Commerce, May 3, 2018.

5/10(361594)

AFFIDAVIT OF PUBLICATION

IN THE MATTER OF
RFP# EV2516

STATE OF HAWAII }
} SS.
City and County of Honolulu }

Doc. Date: MAY 14 2018 # Pages: 1
Notary Name: COLLEEN E. SORANAKA First Judicial Circuit
Doc. Description: Affidavit of Publication

MAY 14 2018
Notary Signature Date

COLLEEN E. SORANAKA ★ NOTARY PUBLIC ★ No. 90-263 ★ STATE OF HAWAII

RFP# EV2516

The City of Kansas City, MO (the "Lead Public Agency"), on behalf of the U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Elevator, Escalator and Walkway Maintenance and Modernization Services, Inspection Services, and Related Solutions. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 11:00 pm local time on June 8th, 2018. Additional information may be found at: https://my.rfp365.com/public/rfp/09a8ea65-1f56-4840-9c48-7d53fe6f6dff.
(HTH1095670 5/8, 5/9, 5/10, 5/11, 5/12, 5/13, 5/14/18)

Gwyn Pang being duly sworn, deposes and says that she is a clerk, duly authorized to execute this affidavit of Oahu Publications, Inc. publisher of The Honolulu Star-Advertiser, MidWeek, The Garden Island, West Hawaii Today, and Hawaii Tribune-Herald, that said newspapers are newspapers of general circulation in the State of Hawaii, and that the attached notice is true notice as was published in the

Honolulu Star-Advertiser 0 times on:

MidWeek 0 times on:

The Garden Island 0 times on:

Hawaii Tribune-Herald 7 times on:
05/08, 05/09, 05/10, 05/11, 05/12, 05/13, 05/14/2018

West Hawaii Today 0 times on:

Other Publications: 0 times on:

And that affiant is not a party to or in any way interested in the above entitled matter.

Gwyn Pang
Gwyn Pang

Subscribed to and sworn before me this 14 day of May A.D. 2018

Colleen E. Soranaka, Notary Public of the First Judicial Circuit, State of Hawaii
My commission expires: Jan 06 2020

COLLEEN E. SORANAKA ★ NOTARY PUBLIC ★ No. 90-263 ★ STATE OF HAWAII

Ad # 0001095670

SP.NO.: _____ L.N.

CAPITAL CITY PRESS

Publisher of
THE ADVOCATE

PROOF OF PUBLICATION

The hereto attached notice was published in THE ADVOCATE, a daily newspaper of general circulation published in Baton Rouge, Louisiana, and the Official Journal of the State of Louisiana, City of Baton Rouge, and Parish of East Baton Rouge or published daily in THE NEW ORLEANS ADVOCATE, in New Orleans Louisiana, or published daily in THE ACADIANA ADVOCATE in Lafayette, Louisiana, in the following issues:

05/05/2018, 05/06/2018, 05/07/2018, 05/08/2018, 05/09/2018, 05/10/2018, 05/11/2018

Kristi Bunch, Public Notices Representative

Sworn and subscribed before me by the person whose signature appears above

5/11/2018

M. Monic McChristian,
Notary Public ID# 88293
State of Louisiana
My Commission Expires: Indefinite

M. MONIC McCHRISTIAN NOTARY PUBLIC NOTARY NO. 88293 STATE OF LOUISIANA

PUBLIC NOTICE

RFP# EV2516

The City of Kansas City, MO (the "Lead Public Agency"), on behalf of the U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Elevator, Escalator and Walkway Maintenance and Modernization Services, Inspection Services, and Related Solutions. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 11:00 pm local time on June 8th, 2018. Additional information may be found at:

https://my.rfp.365.com/public/rfp/09a8ea65-1f56-4840-9c48-7d53fe6f6dff

264967-may 5-6-7-8-9-10-11-7t

U.S. COMMUNITIES	264967-01
ALEXIS TURNER 700 GROVE ST APT 11C JERSEY CITY, NJ 07310	

Attachment D: Scope of Services City of Kansas City/U.S. Communities Master Agreement #EV2516

Overview

The importance of consistently maintaining the Equipment in a safe, fully operational condition demands that the Supplier have an effective maintenance management program. Such a program includes pre-established and documented maintenance procedures and schedules which will insure reliable performance of elevators under regularly scheduled maintenance. Supplier will use a structured maintenance management program to deliver high quality service tailored to each specific unit's needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the Supplier in this scheduling system, which will be used to plan maintenance activities in advance. The Supplier will have an established system for fully documenting maintenance procedures performed, service calls received and answered and major repairs scheduled and completed. The Supplier will have an effective system of self-audit mechanism to insure designated tasks are completed as scheduled and will provide an annual written condition report covering each piece of equipment.

1. Any corrections found to be necessary within twenty (20) days of the termination of agreement or any extension thereof shall be the responsibility of the Supplier.
2. In addition to all of the specifications outlined in this Section, any and all items in the manufacture's literature concerning preventative maintenance and any other pertinent procedures must be performed according to the manufacturer's specifications and timelines.
3. All work shall be performed during regular working hours of regular working days unless otherwise authorized by the City Representative.

    a) Contractor shall proceed with work when so requested and work continuously and diligently until completed.
    b) Skilled tradesmen with a minimum of three years of field experience shall be provided to perform all work required under this Contract.
    c) Contractor shall maintain direct communication capability with the City's representative 24 hours a day, seven (7) days a week, during the Contract period.
    d) Emergency Work - Respond to the service location within two (2) hours of receiving notification from the City Representative.
    e) Non-Emergency – Work shall be scheduled within three (3) working days of notification or as otherwise approved by the City's Representative.
    f) City of Kansas City Aviation Department will receive Overtime Callback coverage on all units that are listed as Contract Type "A".
    g) Contractor shall perform any and all work requested by City.
    h) Conferences will be held at the request of City or Contractor.
    i) The Scope of Services here will be extended to Participating Public Agencies, unless specifically altered in a properly executed end user service agreement.

4. OSHA Guidelines: The vendor shall be familiar with and operate within the guidelines as set forth by the Occupational Safety and Health Act.
5. For all operations requiring the placement and movement of the Supplier's equipment, Supplier shall observe and exercise, and compel its employees to observe and exercise, all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to, or undue interference with, the movement of the public and City personnel. All ladders, scaffolding or other devices used to reach the surface of objects not otherwise accessible, shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.
6. If any maintenance deficiencies are identified during the term of the agreement, KONE will work with Owner/Agency under the terms of the agreement to rectify in a timely manner. Contractor warrants and guarantees to the City that all equipment and materials to be furnished under this agreement are free from all defects in workmanship and materials. Contractor further warrants, guarantees and agrees to remedy all such defects and to replace at Contractor's expense and at no expense to the City any or all labor, transportation, part or parts of the equipment or materials to be furnished under this agreement which are or become defective due to such defects within twelve (12) months after new equipment accepted by customer, and 90-days from repair work completed by contractor.
7. If Owner/Agency elects to have a third party perform services on equipment covered under the Agreement, purchaser must promptly notify KONE in writing and provide KONE an opportunity at its own cost to inspect the equipment to ensure compliance with KONE and Industry Standards. Should it be determined that re-work, different or additional work is required, such work will be at purchasers cost. Owner/Agency waives all claims against KONE directly related to a third party's performance of services.
8. Defective Material: The successful Supplier shall agree to accept, for full credit and return shipping charges, the return of any item received which is found to be deficient in quality or defective in packaging so as to render the item unusable for its intended purpose. Merchandise so designated shall be replaced at the full expense of the Supplier within seven (7) calendar days.
9. Standard Work Processes: The Supplier shall have in its possession written procedures of all maintenance tasks to be performed, complete and thorough in description. These written procedures will include the step-by-step tasks necessary to comprehensively complete the procedure. Written procedures will be made available to all Supplier personnel who could reasonably expect to be working on any of the equipment covered under this contract on either a permanent or temporary basis. The purpose of this requirement is to ensure uniformity of the quality of Work performed and to provide documentation toward that goal.

Maintenance and Modernization Services to be Performed

1. The work required consists of providing elevator, escalator, wheelchair lift, chair lift, and walkway maintenance, modernization and repair services at various city-owned facilities in Jackson, Clay, Platte and Cass Counties.
2. Services shall include, but are not limited to:

    a) Maintenance work orders for preventative maintenance to repair or replace equipment including inspections, adjustments, testing and replacement of parts, as herein specified, for the safe and smooth operation of the equipment
    b) Oil and grease work orders
    to reduce wear and prolong the useful life of moving parts of equipment through proper lubric ation on an as-needed basis.
    c) Emergency repairs on short notice may be required in order to restore facilities to full operating condition.
    d) Provide all necessary equipment and supplies.

    i. All parts used in full maintenance shall be manufactured by or approved by the manufacturer of the equipment being serviced and shall be compatible with original equipment. The Contractor shall furnish all products, materials, or parts necessary for the completion of work or required by applicable codes and shall furnish lubricating oils and greases of proper type and weight, rope preservative and wiping cloths. All materials and parts shall be provided in accordance with the requirements herein specified for the maintenance of all elevators and escalators listed. The contractor must own and maintain in stock, at all times for immediate delivery and installation, a sufficient supply of emergency parts for repair of each piece of equipment. Spare parts shall be genuine manufacturers' parts designed for the equipment on which they are to be used. No substitutes shall be permitted. The Contractor shall maintain an up-to-date inventory of all spare parts by part number.

    ii. Contractor shall maintain, in stock, available for immediate usage, an inventory of replacement parts for microprocessor equipment used in the elevator systems.

    iii. Contractor shall have full capabilities to reprogram or change the program of the elevator microprocessor.

    iv. Contractor's service technicians shall carry diagnostic equipment designed to analyze programming and microprocessor functions and malfunctions.

3. Contractor shall provide a list of planned PM service visits if requested by customer/agency. This list will include the equipment and specific maintenance modules that are scheduled to be performed no less than 1 month in advance of the scheduled PM service visit. If additional schedule requirements are required, KONE will work with said agency locally on a mutual agreeable arrangement.
4. Contractor shall prepare an Asset Management Plan (AMP) for each piece of equipment covered by this contract. The AMP shall identify regularly scheduled tasks and recommended repairs and upgrades for each Department's review. The AMP will cover the initial term of the contract, allowing

each Department to plan and budget for maintenance and upgrades in a proactive manner. The AMP should also include the likely remaining life/usefulness of the equipment.

5. KONE will conduct a survey of customer's equipment prior to taking on any piece of equipment when awarded a new contract from our competition by a participating public agency. We will also work with the agency in coordinating an Asset Management Plan that identifies existing condition and state of equipment, recent and upcoming code changes, advancements in technology, and improvements that can be made in ride quality for their customers over a 5-year period.
6. In preparation for annual inspections, Contractor will work with each Department to review possible concerns and schedule repairs in advance of inspection.
7. In addition, the following scenarios provide a billable call and will be billed in minute long increments:

   a) Technician answers the trouble call to find the elevator keyed off in some manner by the building (independent service, fire service, etc.).
   b) Technician answers a call outside his normal maintenance to replace a light bulb in the elevator fixtures.
   c) Technician answers a call to find debris in the elevator door sill causing the elevator malfunction.
   d) Technician answers a call to find the elevator doors are timed out due to passengers holding the doors open too long and/or because the elevator infrared edge is dirty.
   e) Special requests for services to be performed on overtime.
   f) Code, insurance or local code authority required changes or additional testing required that happen during the contract period.
   g) Callouts – running on arrival where no technical issues are found (false alarms).

Class "A" Complete Preventative Maintenance

1. Contractor will provide complete maintenance on the following equipment as described herein. Complete maintenance includes providing systematic examinations, cleaning, lubrication, adjustments, and when conditions warrant, repair or replacement of parts.

The work to be performed by the Supplier under the specifications shall consist of furnishing all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service and preventative maintenance services, and repairs of every description, including inspections, adjustments, test and replacement parts as herein specified.

The Supplier shall systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following basic and major components as well as all other mechanical or electrical equipment, including, but not limited to, the following items. Supplier shall include as a part of its response any additional components that it considers a part of preventive maintenance.

1. HYDRAULIC ELEVATORS

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

Major components: Exposed piping in the Machine Room and hoistway, motor, PC boards, pump, pump unit, solid state devices, contactors, and valve.

2. TRACTION ELEVATORS

Basic Components: Selector motors; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

Major components: Hoist motors, hoist ropes, machine, machine & sheave bearings, machine brake, motor generators, PC boards, sheave & sheave assemblies, solid state devices, and contactors.

3. ESCALATORS

Basic components: Step rollers, belts, controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes.

Major components: Brake, escalator machine or drive units, handrail, handrail drive chains, main drive chains or belts, PC boards, solid state devices, contactors, sprockets, step chains.

4. WALKWAYS **(Class "B" Coverage)**

Basic components: Step rollers, belts, controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes.

Major components: Brake, escalator machine or drive units, handrail, handrail drive chains, main drive chains or belts, PC boards, solid state devices, contactors, sprockets, step chains.

5. WHEELCHAIR LIFT **(Class "B" Coverage)**

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

6. CHAIR LIFT **(Class "B" Coverage)**

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

7. PLATFORM LIFT **(Class "B" Coverage)**

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

8. DUMBWAITERS **(Class "B" Coverage)**

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

Major components: Brake, hoist motor, hoist ropes, machine, machine & sheave bearings, motor generators, PC boards, sheave and sheave assemblies, solid 'state devices, and contactors.

Class "B" Examination, Oil and Grease Service

1. Refer to previous applicable descriptions of work and materials required.
2. Examine equipment herein described using skilled maintenance mechanics, with a minimum of three years of field experience, under contractor's supervision.
3. Service shall include labor and all related expenses necessary for providing monthly examinations, oil and grease service of elevators including but not limited to cleaning and oiling machine, motor, signal devices, interlocks and controller, greasing or oiling guides, necessary minor adjustments at time of regular examinations and furnishing necessary lubricating oils and greases, rope preservative, and wiping cloths.
4. All Class "B" work is to be performed during regular working hours of regular working days of the elevator trade.

Modernization

1. Supplier shall offer a complete range of repairs and upgrade solutions ranging from any improvement, modification, renovation or additional equipment or features added or made to existing elevators, escalators, walkway, wheelchair lift, chair lift, platform lift and dumbwaiter equipment to

better the performance, safety, cosmetic appearance or to meet any new code (building or equipment) requirements, local jurisdiction requirements, insurance requirements or to repair any equipment that may need to be modified or replaced due to obsolescence, flood, fire, any damage done to equipment for any reason, part failure, misuse or age. Examples include, but are not limited to, new or updated controllers for all types of equipment, new or updated signal fixtures for all types of equipment, new hydraulic jack, machine or pump unit modifications or replacements, new or modifications to elevator cab interiors, new door edges, new valves, new ropes, new or modified door equipment, new or modified car door operators, new or modified hoistway doors or equipment, ADA upgrades, any code upgrades, and escalator or walkway steps or pallets, complete replacement (except for truss) and handrails.

2. Supplier shall examine the existing equipment, determine condition of any retained components; space conditions, power supply, mainline disconnect, and make any surveys necessary to repair and/or upgrade and modernize equipment.
3. Any retained components are to be examined, cleaned, and adjusted as necessary.
4. Supplier shall provide temporary screens between equipment before work starts and remove at completion of project.
5. City has the first right of refusal to retain any equipment components that are to be removed and modernized with new equipment. All removed components shall remain property of the City, until the City notifies the Supplier, in writing, of removed components that City would like to retain. All remaining equipment not to be retained by the City or reused by the Supplier shall be promptly removed from the building by the Supplier at no cost to the City, and become the property of the Supplier. The Supplier shall make every attempt to recycle removed equipment. The Supplier shall correct any damage to building surfaces and surrounding areas if damaged during the removal of this equipment at no cost to the City.
6. Supplier shall visit the building, examine the existing conditions, power supply, mainline disconnect, and include all work needed to ensure a fully code compliant repair, upgrade or modernization.

Work Sequence

1. Contractor shall coordinate with the building manager of each facility listed prior to performing any work specified in the contract. All work shall be done in sequence and at times which will cause the least amount of interruption of normal activities and will not endanger the normal security of the facility or the safety of personnel.

Emergency Call Back Services

1. The contractor shall maintain the following communication capability with the City for responding to emergency call back service requests:

   a) Provide 24-hours a day, seven days per week, emergency call back service which consists of responding promptly to service requests from the City's authorized representatives made by telephone or other means.
   b) Provide emergency service within two (2) hours of service request unless otherwise directed by the City's representative.

2. "Emergency call back" is defined as a request from the City to the contractor, to service a specific piece of equipment, to correct any problem and/or condition, which, in the City's opinion, needs attention immediately or before the contractor's next scheduled preventative maintenance visit.
3. Emergency call back service shall be limited to repairs or adjustments required to restore equipment to safe and reliable service in cases where a shut-down emergency develops between regular examinations.
4. Contractor will, at no additional charge to the City, provide emergency call back service during the regular working hours of the elevator trade on all equipment covered by Class "A" Complete Maintenance.
5. The City will pay for emergency call back services in accordance with the rates set forth in Attachment 1.
6. Any repeat call backs for the same elevator problem will not be paid for by the City.

Records

1. The Supplier will have an established record keeping system. The documentation system will include all reports of elevator service calls placed by the City and track the time and date of each occurrence, the response time and nature of the problem both reported and ultimately discovered and the steps taken to correct the problem. These records will also be kept on an individual unit basis.
2. Supplier will keep archived a maintenance history, used by the technician to record completed work. The maintenance history must indicate the last completion date for each procedure by unit. The history shall be maintained throughout the life of the contract so that procedures completed in years prior to the current year are properly documented.
3. City and any Participating Public Agency can access work order summaries through the KONE Online Portal. In addition, automatic email notifications can be provided upon request.
4. Supplier shall maintain in the elevator, escalator or walkway machine room all maintenance records in accordance with the requirements of ASME A17.1, 2004, Item 8.6.1.4.
5. At any other time, at the City's request, Supplier shall provide the City with additional copies of its standard Customer report of repairs, tests, and service calls for the units, listed per unit.
6. Plans and documents shall be updated with any changes made and shall remain in possession and ownership by the City. Documentation shall include all programming changes and modifications to protect the reliability of the documentation.

    a) The individual manufacturer's "Field Service Manuals" for elevator and escalator installation and maintenance are on site with the controller as required by Code.
    b) Contractor shall provide and keep current an approved chart, posted in the elevator mechanic's room, indicating the status of all servicing and maintenance work performed and shall indicate date work was performed.

7. In addition to phone service requests, Supplier shall provide an online service to allow City direct access to KONE Online from a personal computer. The Supplier shall provide instructions and

training on how to use the system. KONE offers KONE Care Center 24/7, KONE Online, KONE Mobile and Automatic email notification to assist in placing and monitoring service calls to communicate with all customers. After a service call is placed or registered via KONE Online, Service Center Agents can provide the most up to date ETAs. Our KONE Mobile app provides a notification when technicians arrive, complete work and depart your site.

8. At a minimum, the Supplier's online system will be able to provide the following:

   a) 12 month rolling history of callback data that will show dates, times, reported problem and resolution. Data will be "live" to show status of call (received, dispatched, onsite, done)
   b) Mean Time Between Callback data on a per property and per unit basis
   c) 6 month history of all visits to the property including those for maintenance, callbacks, testing, and repairs.
   d) Local sales representative and superintendent contact information.
   e) Generate e-mails to the City for callback notifications, summary of callbacks (either weekly, monthly, quarterly, or annually.
   f) Indicate if equipment has remote monitoring.
   g) Data shall be able to be downloaded in to excel or pdf format,
   h) Prior to contract start, the Supplier shall provide the Internet web address, and instructions and training on how to use the system.

Contractor Responsibilities

1. Prepare binding project specification/cost estimate for each project requested by the City, at no cost to the City.
2. Provide labor and equipment within seven (7) days of notification to proceed, unless an alternate time is authorized by the project manager.
3. Supply all personnel, equipment, supplies, and services to complete the requested project.
4. Exercise best professional judgment in performing the contract services (and shall be liable for any loss incurred by the City resulting from failure to meet standards).
5. Perform this contract in compliance with all applicable present and future federal, state, and local laws and regulations.
6. Contractor shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract documents.
   - Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
   - Contractor shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers and other persons and organizations performing or furnishing any of the work under a direct or indirect contract with Contractor.
   - Contractor shall be responsible to see that the completed work complies accurately with the Contract documents.

- At all times during the progress of the work, Contractor shall assign a competent resident superintendent of the work.
- The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor.
- All communications given to or received from the superintendent shall be binding on Contractor.
- If it is determined to be in the best interest of the work, Contractor shall replace the project manager, resident superintendent or any other employee of the Contractor, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.

7. All materials shall be of good quality as provided in the Contract documents.
   - All warranties and guarantees specifically called for by the Contract shall expressly run to the benefit of City.
   - If required by City, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
   - All materials shall be stored, applied, and used in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract documents.

Site Inspections

1. The City reserves the right to make site inspections and/or take samples at any time on an unannounced basis for the purpose of verifying the accuracy of services, procedures, and/or documentation applicable to the contract.
2. The Contractor shall call for and schedule all required Inspections for Permitted work as required by Chapter 18 of the KCBRC and corresponding ASME Standards.

Authorization to Work

1. Work Orders

   a) Contractor will receive work orders by telephone, electronic mail or facsimile from the City's Representative to perform maintenance work.

   b) If Contractor determines the maintenance work order will exceed $5,000, a written not-to-exceed proposal may be requested, with a proposed number of calendar days required to perform the work. Work on such maintenance Work Orders shall not begin until written authorization is given by the City's Representative. Proposals shall include but not be limited to the following:

      i. Include this Contract Number.
      ii. Itemize all anticipated site expenses including all material and labor costs based on the applicable prevailing wage rates.
      iii. Include proposed number of Calendar Days required to complete the ordered work.

   c) Samples, product information, and manufacturer's warranty information shall be submitted when requested by the City's Representative.

d) Contractor's written proposal, if required, will serve as a maximum not-to-exceed cost amount and include the number of estimated work hours and total repair cost.

2. Emergency Work

a) Contractor will receive work Orders by telephone, electronic mail or facsimile from the City's Representative to perform emergency work. The Contractor will be given a Work Order number.
b) If, after being dispatched to perform emergency work, the Contractor determines that repairs totaling $5,000 or more are necessary, that fact shall be reported to the City's Representative. A written proposal may be required at the discretion of the City's Representative before the work is performed
c) Contractor's written proposal, if required, will serve as a maximum not-to-exceed cost amount and include the number of estimated work hours and total repair cost.

3. Not-To-Exceed Proposals

a) Contractor shall submit a written not-to-exceed proposal as required and when requested by City's Representative.

4. Stop Work Orders

a) The City reserves the right to verbally order that all work cease on a project at any time.
b) The individuals authorized to issue verbal work stop orders are:

- City's representative
- City Risk Manager
- The City will be obligated to pay for supplies used and service performed up to the stop work order.

Job Site Administration

1. The contractor or a duly authorized project manager acting for the contractor shall continually be present at the site of the work while work is in progress for the duration of the project.
2. The Contractor's representative or service tech will contact the designated representative for the facility upon arrival and also before leaving the site. Before leaving the site, a debriefing of the work done, findings of the equipment and any additional work needed will be reported to the City representative. A written summary of these points will, also, be submitted. The Contractor representative will confirm if the equipment is in service or is out of service. If the equipment is left out of service, an explanation of why, what work needs to be done to make it operational again, and anticipated time frame to complete the work will be covered in the debriefing.

3. Contractor will meet with representatives from each Department individually on a quarterly basis, or as requested by the Department, to review status of service, concerns, upcoming repair schedule, recommendations for repairs/upgrades, etc

Rental Equipment

1. Contractor shall obtain prior approval from the City's Representative to rent equipment other than that required to be provided. Contractor will not be reimbursed for unauthorized rental equipment.
2. Should the need arise for special equipment, other than that required to be provided in the hourly rate, and special equipment must be rented, the reimbursement shall be at cost with no markup. If Contractor owns such equipment, reimbursement will be made to Contractor for use of the equipment at a rate determined by the average rental rates available in the area.

Use of Site

1. During execution of Work, all areas of all buildings shall remain occupied except those where work is actually being performed.
2. Contractor shall confine Contractor's equipment, the storage of materials and equipment, and the operations of workers to the site and other areas identified in and permitted by the City.
3. Contractor shall not unreasonably encumber the site and the other areas with equipment or other materials or equipment.
4. Contractor shall cover or otherwise protect equipment which is not feasible for City to remove from areas during work.
5. The Contractor shall provide protective padding, tarpaulins, and other material as necessary to ensure existing floor, wall, and ceiling finishes not included in the work are not damaged.
6. Contractor shall assume full responsibility for any damage to the site or the other areas, or to the owner or occupant thereof, or of any adjacent land or areas, resulting from the performance of the work.
7. During the progress of the work, Contractor shall keep the site and the other areas free from accumulations of waste materials, rubbish and other debris resulting from the work.
8. At the completion of the work, Contractor shall remove all waste materials, rubbish and debris from Site and other areas as well as all tools, appliances, construction equipment and machinery and surplus materials.
9. Contractor shall leave the site clean and ready for utilization or occupancy by City at completion of the work.
10. Contractor shall restore to all property not designated for alteration by the Contract documents to its pre-work condition.

Labor Compensation

1. Hourly rate will be paid to the Contractor for each workman while on the job site only. US Communities participating agencies will not be expected to pay additional travel expenses (i.e. mileage, fuel, vehicle expense, etc.) outside of the standard hourly billing rates provided. For work

not covered under the Agreement, the travel time will be charged based on the hourly billing rate schedule – billed portal to portal for actual travel time per IUEC (International Union of Elevator Contractors).

2. For purpose of billing for labor used for work performed under this Contract, the Labor Compensation shall be the applicable hourly wage on the trade or craft that applies.
3. The hourly labor includes the following items and the City shall not be liable for or bill separately for same.
    - Contractor-owned usual and customary tools, machinery and equipment, including operating expenses, for the types of construction, maintenance and repair specified herein, including but not limited to:
    - Service trucks and all related expenses.
    - Normal expendables
    - General Conditions including Insurance and Bonds
    - Office expenses
    - Profit and other overhead

Invoices

1. Contractor shall invoice the City for each completed Work Order referencing Purchase Order Number.
2. Invoices must include but not be limited to the following information:
    - Work/Task Order Number if applicable.
    - Description of Work performed with exact location(s) including Facility Code Building Location if listed on the chart below.
    - Total hours worked by each trade and applicable hourly wage rate bid.
    - Invoices will include breakout of material expenses and labor.
    - Total of all itemized costs and when applicable, the lump sum not-to-exceed proposed costs.
    - Landfills receipts, if applicable. Reimbursement for landfill fees shall be at the Contractor's cost plus 10%.

Airport Security Requirements

1. Contractor shall comply with all airport security requirements at those locations.
2. Contractor shall comply with Transportation Security Administration ("TSA") Background Check. Each employee of the Contractor engaged in furnishing the described services shall be subject to a criminal history records check as required by the TSA. The Contractor shall pay a $35.00 fee for each employee for fingerprinting and background processing and a $100.00 security deposit for each badge issued. The security deposit is returned when the badge is surrendered or at the completion of the contract. Additionally, each employee performing services on site shall attend required Security Identification Display Area ("SIDA") training and comply with all applicable security rules and regulations.
3. Restricted Areas/Security. Contractor will be responsible for complying with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any

federal, state or local governmental entity regarding airfield security. Contractor shall fully comply with all applicable provisions of the Transportation Security Administration ("TSA") Regulations, 49 CFR Part 1542 (and Part 1544 if Lessee is an Air Carrier), TSA Security Guidelines for General Aviation Airports, and Aviation Department Policy on Passenger Carrier Flights at Charles B. Wheeler Downtown Airport, or as it may be amended or superseded, City has adopted a Security Plan for the Airport approved by the TSA pursuant to Transportation Security Regulation ("TSR"), Part 1542. Contractor agrees to be bound by and follow the Security Plan. Any access to the Airport granted to Contractor shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Contractor that Contractor is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSR, Part 1542. In the event Contractor, its officers, employees or invitees cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Contractor shall be liable to City for an amount equal to any civil penalty imposed on City by the TSA.

The City's preventative maintenance plan calls for a service technician to be assigned full time to the airport project site to perform preventative maintenance on the equipment. The service technician will be responsible for the maintenance, repair and testing of all the elevator and escalator equipment at the project.

Inspections, Tests and Reports

1. Contractor will perform all required tests, including an annual safety test for all elevators and escalators and the five (5) year full load test for the electric elevators, performed in the presence of a City Codes inspector and State inspectors. Contractor will perform a pressure relief test and a yearly leakage test on hydraulic elevators as required by the A.S.M.E. A-17 .1 code. Tests shall be performed as required by the American National Standards Institute (ANSI), as referenced herein.
2. Testing of all safety devices and governors shall be completed as required by the American National Standards Institute (ANSI), 2010 edition, Section 17.1 and Section 17.3, as adopted under the code of general ordinances for the City of Kansas City, Missouri, and at regular intervals not exceeding one (1) year. The contractor shall promptly correct any defects that may be found in the testing and examining of safety devices.
3. The specific dates and times of visits shall be scheduled to the mutual satisfaction of the Contractor and the Public Agency's maintenance providers. Unless otherwise requested, all testing should be performed during normal business hours.
4. After tests have been performed, all safety devices shall be checked and adjusted as required to meet manufacturer's recommendations. Equipment shall not be placed in service until all tests, checks and adjustments are complete and equipment is in proper working condition. The Supplier shall not be held responsible for any damage to the building and equipment caused by the test, unless such

damage is a result of negligence. Failure to follow correct procedures to prevent damage and failure to perform pretest examinations shall be considered negligence by the Supplier.

5. Supplier shall perform annual test of Firefighter's Service features on each elevator with such features as outlined in ANSI A17.1 Code, and shall provide monthly tests of this Firefighters service when local code requirements necessitate such testing to be performed by elevator service technicians.

EXCLUSIONS

The following are excluded from the scope of services:

A. GENERAL

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, transporter, treater or disposal facility as those

terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal

B. ELEVATOR & Dumbwaiters

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

C. ESCALATOR AND POWERWALK

1. Refinishing, repairing, replacing or cleaning balustrades, pits, pans; sideplate devices; decks; skirt panels; anti-slide devices; brushes; guards and damage or deterioration to skirt deflector brushes. KONE is not obligated to perform an escalator cleandown, or do any work to bring the equipment in compliance with the escalator step/skirt performance index or loaded gap values required by code. Purchaser will use the escalators for the sole purpose of transporting passengers.

OBSOLESCENCE

Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.

Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, such component has been installed 20 or more years, or any reputable third party parts provider no longer supports or has available in stock in the same form, fit and equivalent operation/function. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

PART II

FACILITY REPAIR & MAINTENANCE CONTRACT

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

A. For purposes of this Section 1 only, the following terms shall have the meanings listed:

1. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.

2. **Contractor's Agents** means Contractor's officers, employees, subconsultants, subcontractors, successors, assigns, invitees and other agents.

3. **City** means City and its agents, officials, officers and employees.

B. Contractor's obligations under this Section with respect to indemnification shall be limited to the coverage and limits of General Liability insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price.

C. Contractor shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all negligent acts or omissions in connection with this Contract but only to the extent caused by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Contractor is not obligated under this Section to indemnify City for the negligence of City.

D. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 2. Independent Contractor. Contractor is an independent contractor and is not City's agent. Contractor has no authority to take any action or execute any documents on behalf of City.

Sec. 3. Insurance.

A. Contractor shall procure and maintain in effect throughout the duration of this Contract insurance coverage of the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this Contract, Contractor shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Contractor's Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of $1,000,000 per occurrence and $2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

a. Severability of Interests Coverage applying to Additional Insureds

b. Contractual Liability

c. Per Project Aggregate Liability Limit

d. No Contractual Liability Limitation Endorsement

e. An Owners and Contractors Protective Liability Policy (OCPL).

2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers' Compensation Statutory
Employers Liability $100,000 accident
with limits of:
$500,000 disease-policy limit
$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with a limit of $1,000,000 , covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an " each accident" basis. This insurance will be written on a Commercial Automobile Liability form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as

to acts done in connection with the Contract, by Contractor.

4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of $2,000,000.

B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as Named Insureds on the OCPL for the services performed under this Contract and maintain products and completed operations coverage for the duration of this Agreement. Contractor shall provide to City at execution of this Contract a certificate of insurance showing all required coverage and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-V" or better, and are licensed or authorized by the State of Missouri to do business in Missouri.

D. Contractor's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to Section 1. If the coverage afforded is cancelled or changed or its renewal is refused, Contractor shall give at least thirty (30) days prior written notice to City. In the event of Contractor's failure to maintain the required insurance in effect, City may order Contractor to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.

E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

F. Contractor shall obtain evidence that all Subcontractors have in force general, automobile, and employer's and workers' compensation liability insurance in the amounts required by these Contract Documents, and evidence that each is current on its unemployment insurance payments before Subcontractors begin Work at the Site. Contractor shall retain such evidence in its files and make available to City within ten (10) days after written request.

Sec. 4. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Contractor: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

Sec. 5. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this contract.

Sec. 6. Termination for Convenience.

A. City may, at any time upon thirty (30) days notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part. If this Contract is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

B. If this Contract is terminated prior to Contractor's completion of services, all work or materials prepared or obtained by Contractor pursuant to this contract shall become City's property.

C. If this Contract is terminated prior to Contractor's completion of the services to be performed hereunder, Contractor shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Contract. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination

and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 7. Resolution of Claims

A. For purposes of this Section 7 only, the following terms shall have the meanings listed:

1. A Claim is a demand or assertion by the Contractor seeking, as a matter of right, the adjustment of Contract price and/or times with respect to the terms of the Contract.

2. City's Representative--Person or agency designated to act for the Director.

B. The Contractor must give written notice to the City's Representative within fourteen (14) calendar days after the occurrence of the event giving rise to the Claim or within fourteen (14) calendar days after the first recognition of the conditions giving rise to the Claim. After the fourteen (14) day period for filing claims has expired, the Claim shall be considered waived unless the Director grants an extension based on good cause shown by the Contractor that such additional time is warranted. The responsibility to substantiate Claims shall rest with the Contractor.

C. If the claim cannot be resolved by direct negotiation between the City's Representative and the Contractor, the parties must submit the Claim to the Director within five (5) days after the parties agree that they cannot resolve the Claim.

D. The submittal of the Claim position statements shall: 1) be in writing; 2) state the issues; 3) and state the respective positions of the parties.

E. The Director shall review the written statements and reply in writing to both parties within ten (10) working days. The Director may extend this period if necessary by notifying the parties.

F. Absent fraud, gross mistake or bad faith, the Director's decision shall be final and binding on City and Contractor within fourteen (14) calendar days after issuance.

G. All administrative procedures set forth in this contract must first be exhausted before suit is filed.

H. The time frame for the Director's decision may be tolled if the parties mutually agree to participate in mediation. Mediator selection and the procedures to be employed in the mediation shall be mutually acceptable to both parties. Cost of the mediation, including the mediator's fees, shall be shared equally among the parties.

I. If the Claim is not resolved during mediation, the Contractor agrees that it will file no suit based on facts or evidentiary materials that were not presented for consideration to the City during the mediation process or of which the Contractor had knowledge and failed to present during the administrative procedures.

Sec. 8. Default and Remedies. If Contractor shall be in default or breach of any provision of this Contract, City may terminate this contract, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor notice and opportunity to correct such default or breach.

Sec. 9. Waiver. Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 10.Modification. Unless stated otherwise in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by City and Contractor.

Sec. 11.Headings; Construction of Contract. The headings of each section of this Contract are for reference only. Unless the context of this Contract clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 12.Severability of Provisions. Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 13.Records.

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

B. Contractor shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Contractor shall provide access to City of all Records upon ten (10) days written notice from the City.

Sec. 14.Affirmative Action. Not Used.

Sec. 15.Tax Compliance. Contractor shall provide proof of compliance with the City's tax

ordinances administered by the City's commissioner of revenue as a precondition to the City making the first payment under this contract or any contract renewal when the total contract amount exceeds $150,000.00.

Sec. 16.Assignability or Subcontracting.

A. Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.

B. Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 17.Conflicts of Interest. Contractor certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Contract, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Contractor in this Contract.

Sec. 18.Rules of Construction. The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Contract.

Sec. 19.Reports. Contractor shall provide City detailed reports of actual contract usage by category each quarter and annually at no cost.

Sec. 20.Employee Eligibility Verification. If this contract exceeds five thousand dollars($5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by the City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm. For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Contractor shall submit the affidavit and attachments to the City prior to execution of the contract, or at any point during the term of the contract if requested by the City.

Sec. 21.Buy American and Missouri Preference Policies. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. Pursuant to Section 71.140 RSMo., preference shall be given to materials, products, supplies and all other articles produced, manufactured, made or grown within the State of Missouri.

Sec. 22.Missouri Sales Tax Exemption. Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

Sec. 23.Escalator Technical Survey. Contractor is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the equipment. If additional work is necessary, Contractor will provide a separate proposal or recommendation for such work. Contractor's price and obligations under this Agreement are subject to a technical survey to be performed within 90-days of the effective date. If a safety hazard or code violation is identified during Contractor's technical survey, City will immediately remove the unit from service until repairs are performed. City agrees to indemnify, defend, and hold Contractor harmless for any claims arising out of City's failure to comply with Contractor's recommendations and proposal. If City does not immediately approve Contractor's proposal or recommendation, Contractor reserves the right to terminate this Agreement without penalty.

Sec. 24.Hazardous Materials. Notwithstanding anything contained to the contrary within this bid or contract, Contractor's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM) or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Contractor shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for Contractor to perform its work shall be the Cityr's sole responsibility and expense.

Sec. 25.Consequential Damages. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised

of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.

Sec. 26.Force Majuere. A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond Contractor 's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

Sec. 27.Intellectual Property. All proprietary and intellectual property rights to the equipment, any drawings, technical documentation and software shall remain solely with Contractor.

FACILITY REPAIR AND MAINTENANCE CONTRACT
EV2516 ELEVATOR AND ESCALATOR
MAINTENANCE AND REPAIR SERVICES
GENERAL SERVICES DEPARTMENT

THIS CONTRACT is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and KONE, INC. ("Contractor"). City and Contractor agree as follows:

PART I
SPECIAL TERMS AND CONDITIONS

Sec. 1. Work To Be Performed. The Specification/Scope of Work and any addenda are attached hereto and incorporated into this Contract.

Sec. 2. Term of Contract and Additional Periods

A. Initial Term. The initial term of this Contract shall begin on December 1, 2018 and shall end on November 30, 2024 for a six (6) year term. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.

B. Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to five (5) additional one (1) year terms.

C. Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

D. The products and services which are subject to this Contract may be covered by a separate maintenance agreement (see Exhibit 4). The term of the maintenance agreement shall be governed by that document and may extend beyond the expiration date of this Contract.

Sec. 3. Purchase Orders

A. City shall order all services to be provided by Contractor under this Contract by means of a Purchase Order issued by the City's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance.

B. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from City.

Sec. 4. Compensation.

A. The maximum amount that City shall pay Contractor under this Contract is set forth in the Contract – Contractor's proposal shall provide all work at the prices contained in Contractor's Proposal that is incorporated herein by reference.

B. Contractor will bill the City, in a form acceptable to the City, on the following basis:

C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.

D. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.

E. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.

Sec. 5. Notices. All notices required by this agreement shall be in writing sent to the following:

City:

General Services Department
Procurement Services Division
Cedric Rowan, Manager of Procurement Services
City Hall, 1st Floor, Room 102W
414 E. 12th Street
Kansas City, MO 64106
Phone:(816)-513-0814 Facsimile: (816)-513-1066
E-mail address: cedric.rowan@kcmo.org

Contractor: Kone, Inc.
Contact: Ashley Brauer, Senior Sales Consultant
Address: 2700 BiState Drive, Suite 100
Kansas City, MO 64108
Phone: (816)-531-2140 (Ext. 10514) Facsimile: (816)-531- 5523

E-mail address: ashley.brauer@kone.com

All notices are effective a) when delivered in person, b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, c) upon receipt after dispatch by registered or certified mail, postage prepaid, d) on the next business day if transmitted by overnight

courier(with confirmation of delivery), or e)three business days after the date of mailing, whichever is earlier.

Sec. 6. Merger. This Contract consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

Sec. 7. Conflict Between Contract Parts. In the event of any conflict or ambiguity between the Special Contract Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Contract, Part I will be controlling. For any participating public agency, Exhibit 4 will be the controlling document and prevail over Part I and Part II of this Contract.

Sec. 8. Minority and Women's Business Enterprises. See Exhibit 1: City of Kansas City Special Requirements

Sec. 9. Workforce. If Contractor is required to pay prevailing wages for the work performed pursuant to this Contract, Contractor agrees to comply with all requirements of City's Construction Employment Program as enacted in City's Code, Sections 3-501 through 3-525 and as hereinafter amended. Contractor shall meet or exceed the construction employment goals unless the same shall have been waived in the manner provided by law. Contractor's compliance with this provision is a material part of this Contract.

Contractor shall comply with City's Workforce Program Reporting System requirements. Contractor shall use City's Internet web based Workforce Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.

Sec. 10. Bonds and Surety. See Exhibit 1: City of Kansas City Special Requirements

Sec. 11. Subcontracting.

A. Contractor shall not employ or retain any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom City has a reasonable objection, including but not limited to debarment by City or another governmental entity or decertification of the Subcontractor from the City's Minority and Women's Business Enterprise Program as a result of the Subcontractor's failure to comply with any of the requirements of the provisions of Chapter 3 of the City's Code as determined by the Director of the Human Relations Department. Contractor shall insert this provision in any subcontractor agreement associated with this Contract. Contractor shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. Contractor shall submit required information for all Subcontractors on Form 01290.09 - Subcontractors and Major Material Suppliers List, provided in these Contract Documents, prior to Subcontractor beginning Work at the Site.

C. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor.

Sec. 12. Prevailing Wage.

A. Prevailing Wage.

1. Contractor shall comply and require its Subcontractors to comply with;

   a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the "Law"); and

   b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the "Rules"); and

   c. the Annual Wage Order (Wage Order) issued by the State of Missouri's Department of Labor and Industrial Relations; and

   d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.

2. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the "Prevailing Wage Requirements." In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.

3. Contractor shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Contractor shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for Contractor and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.

4. Prior to each of its Subcontractors beginning Work on the Site, Contractor shall require each Subcontractor to complete City's Form 00490 entitled "Pre-contract Certification" that sets forth the Subcontractor's prevailing wage and tax compliance history for the two (2) years prior to the bid. Contractor shall retain one (1) year and make the Pre-contract Certifications available to City within five (5) days after written request.

5. Contractor shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's:

   a. Keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's

"Daily Labor Force Report" Form indicating the worker's name, occupational title or classification group and skill and the workers' hours. City shall furnish blank copies of the Daily Labor Force Report Form to Contractor for its use and for distribution to Subcontractors. Contractor shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and

b. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in a format prescribed by the City, Certified Payroll Report Information indicating the worker's name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and

c. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Contractor and each Subcontractor.

d. The Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to in this Section as the "Records."

6. Contractor shall make all of Contractor's and Subcontractors' Records open to inspection by any authorized representatives of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. Contractor shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the Contractor's office and shall provide the Records to the City electronically at City's sole discretion. In addition, all Records shall be considered a public record and Contractor shall provide the Records to the City in the format required by the City within three (3) working days of any request by City at the Contractor's cost. City, in its sole discretion, may require Contractor to send any of the Records directly to the person who requested the Record at Contractor's expense.

7. Contractor shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by Contractor and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.

8. If the Contract Price exceeds $250,000.00, Contractor shall and shall require each Subcontractor engaged in any construction of public works to have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with the Project during the time the Contractor or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20') feet, but the size of the lettering need not be larger than two (2") inches. In cases where equipment is leased

or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

9. Contractor must correct any errors in Contractor's or any Subcontractors' Records, or Contractor's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increase within fourteen (14) calendar days after notice from City.

10. Contractor shall and shall require its Subcontractors to cooperate with the City and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order and any Wage Increase. Contractor shall and shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at Contractor's sole cost and expense.

11. Contractor shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Contractor and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Contractor and each of its Subcontractors, are filed by Contractor.

12. Contractor shall forfeit as a statutory penalty to the City one hundred dollars ($100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Contractor or by any of Contractor's Subcontractors. If Contractor or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Contractor becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340, RSMo.

B. Prevailing Wage Damages. Contractor acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Contractor or its Subcontractors, commonly result in additional costs to City. Contractor agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.

1. In the event of the failure by Contractor or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars ($100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed

whether or not the Contract Times have expired.

2. City shall give written notice to Contractor setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Contractor shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request. If Contractor fails to respond within the specified time, the City's original notice shall be deemed final. If Contractor responds to City's notice, City will furnish Contractor a final decision in writing within five (5) days of completing any investigation.

C. Excessive Unemployment.

1. Resident Laborers" means laborers who have been residents of the State of Missouri for at least thirty days and who intend to remain Missouri residents, and residents of Nonrestrictive States.

2. "Nonrestrictive States" means states identified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards that have not enacted state laws restricting Missouri laborers from working on public works projects. A list of Nonrestrictive States can be found on the Division web site at http://www.dolir.mo.gov/ls/index.htm.

3. A period of Excessive Unemployment is declared when the Missouri Department of Labor and Industrial Relations Division of Labor Standards provides notice of such declaration. When in effect, notice will be provided on the Division web site at http://www.dolir.mo.gov/ls/index.htm. It is Contractor's obligation to determine whether a period of Excessive Unemployment is in effect when this Contract is let.

4. Contractor agrees to follow the provisions of Section 290.560 - 290.575 RSMo and agrees that if a period of Excessive Unemployment has been declared at any point during the term of this Contract, it will employ and require all Subcontractors of whatever tier to employ only Resident Laborers for the Work to be performed under this Contract. Provided, however, Contractor may use laborers who are not Resident Laborers when Resident Laborers are not available or are incapable of performing the particular type of work involved if Contractor so certifies in writing to City and City issues a written approval. This provision does not apply to regularly employed nonresident executive, supervisory or technical employees.

Sec. 13. Attachments to Part I. The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

Attachment A – RFP EV2516
Attachment B – Proposer Response dated June 8, 2018
Attachment C - Clarification Questions and Answers
Attachment D - Scope of Services revised per Clarification Questions
Attachment E - Facility Repair and Maintenance Contract Part II
i. Exhibit 1: City of Kansas City Special Requirements
ii. Exhibit 2: City of Kansas City Pricing Schedule
iii. Exhibit 3: National Pricing Schedule
iv. Exhibit 4: Participating Public Agency Service Level Agreement
Attachment F – 00620 Insurance Certificate

THE BELOW FORMS ARE SPECIFIC TO THE CITY OF KANSAS CITY, MO

Attachment G – HRD Forms & Instructions

00440 HRD 5: Construction Contract HRD Instructions
00450 HRD 8: Contractor Utilization Plan/Request for Waiver
00450.01 Letter of Intent to Subcontract
00460 HRD 10: Timetable for MBE/WBE Utilization
00470 HRD 11: Request for Modification or Substitution
00485 HRD Monthly Reporting Forms

Attachment H - Bonds

00610 Performance and Maintenance Bond
00615 Payment Bond

Attachment I – 00830 Wage Rate Requirements

Annual Wage Order #25
County – Cass, Clay, Jackson, Platte or Ray
Work Type: State – Heavy
State – Building
Division of Labor Standards Rules & Regulations
01290.08 Wage Rate Verification Questionnaire
01290.09 Subcontractors and Major Material Suppliers List
01290.11 Daily Labor Force Report
01290.14 Contractor Affidavit for Final Payment
01290.15 Subcontractor Affidavit for Final Payment

Attachment J – 00560 Missouri Project Exemption Certificate

00560.01 Kansas City Missouri Tax Exempt Certificate

Attachment K – 00630 Revenue Clearance Release Authorization

Attachment L – 00515.01 Employee Eligibility Verification Affidavit

Sec. 14. Missouri Sales Tax Exemption. Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

Sec. 15. Emergencies.

(a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.

(b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.

(c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases

made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.

(d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.

(e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.

(f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.

(g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS

CONTRACTOR
I hereby certify that I have authority to execute this document on behalf of Contractor

Date: NOV 19, 2018

By: _____

Title: Senior Vice President

Date: 12/4/2018

KANSAS CITY, MISSOURI
By: Cedric Rowan

Title: Manager of Procurement Services

Approved as to form:

_____
Assistant City Attorney

DocuSign Envelope ID: 57032158-65AA-4330-9729-BA59045A8D33

FACILITY REPAIR CONTRACT
AMENDMENT NO. 1
PROJECT/CONTRACT NO. EV2516 Elevator and Escalator Maintenance and Repair Services
General Services Department

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Kone, Inc. (Contractor). The parties amend the Contract entered into on December 1, 2018, as follows:

Sec. 1. Sections Amended. The Contract is amended as follows:

1. Updating Exhibit 3-National Pricing Rates from 2024-2029.

Sec 2. Term of Contract and Additional Periods

A. Initial Term. The initial term of this Contract shall begin on December 1, 2018, and shall end on November 30, 2029 for a eleven (11) year term. The Manager of Procurement Services is authorized to enter into an amendment of this contract with the CONTRACTOR to extend the term of this contract and time of performance for this contract.

B. Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

C. The products and services which are subject to this Contract may be covered by a separate maintenance agreement (see Exhibit 4). The term of the maintenance agreement shall be governed by that document and may extend beyond the expiration date of this Contract

D. City funding for this contract is annually appropriated per each department's budget on May 1st of each year. CITY shall not have any financial obligations to Contractor under this amendment until the CITY issues a Purchase Order to Contractor. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.

Sec. 2. Sections not Amended. All other sections of the Contract shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Contract plus the amount of any amendments to the original Contract total over $1,200,000.00, then this amendment requires City Council or Park Board authorization. Notwithstanding the foregoing, City Council or Park Board authorization is not required if (1) the total amount of the original Contract plus the amount of any amendments to the original Contract are within ten percent (10%) of the maximum amount authorized by the City Council or the Park Board or (2) a previous ordinance or resolution authorized amendments without further City Council or Park Board approval.

Sec. 4. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

CONTRACTOR
I hereby certify that I have authority to execute this document on behalf of Contractor

Date:_____

By: Michael Lynch

Title: Key Account Manager

KANSAS CITY, MISSOURI

Date: 6/25/2024

By: DocuSigned by: Darrell Everette DE6901B73458419...

Title: Chief Procurement Officer-Manager of Procurement

DS CB 6/25/2024

Approved as to form:

DocuSigned by: Dustin Johnson 74DB71E68377461... 7/2/2024

Assistant City Attorney

Exhibit 4

KONE Inc. Proposal to Supply Elevator, Escalator, Moving Walkway Maintenance, Repair, Modernization and Related, Products, Services and Solutions under the U.S. Communities Program utilizing the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1st, 2018)

The parties hereby agree to be bound to the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1st, 2018) ("Contract"), together with those terms and conditions contained in this Exhibit 4(collectively, "Service Agreement"). In the event of conflict between terms and conditions contained in the Contract and this Exhibit 4, the terms in this Exhibit 4 shall supersede and prevail.

PROPOSED UNITS & EQUIPMENT PRICING:

Location	Address	Type	OEM	State Serial	Type of Service	Pricing/month
Intracoastal Park Pavilion	2240 North Federal Hwy	Hydraulic	TAC20	92937	Complete Maintenance	$ 175.00
Wilson Park	225 NW 12th Avenue	Hydraulic	TAC20	93049	Complete Maintenance	$ 175.00
Boynton Beach Fire Rescue	2080 High Ridge Road	Hydraulic	TAC20	95727	Complete Maintenance	$ 175.00
1913 Schoolhouse Museum	141 E Ocean Drive	Hydraulic	Dover DMC1	54426	Complete Maintenance	$ 175.00
West Water Plant	5468 W Boynton Beach	Hydraulic	MPHII	46528	Complete Maintenance	$ 175.00
Boynton Beach Operations	124 E Wooldbright Rd	Hydraulic	Dover DMC1	57136	Complete Maintenance	$ 175.00
Historic Woman's Club	1010 S Federal Hwy	Hydraulic	TAC32	42747	Complete Maintenance	$ 175.00
City Hall #1	100 E Ocean Ave	MRL	Schindler 3300	109806	Complete Maintenance	$ 325.00
City Hall #2	100 E Ocean Ave	MRL	Schindler 3300	109807	Complete Maintenance	$ 325.00
City Hall #3	100 E Ocean Ave	MRL	Schindler 3300	109600	Complete Maintenance	$ 325.00
Cultural Center #1	125 E Ocean Ave	MRL	OTIS GEN2	108570	Complete Maintenance	$ 325.00
Cultural Center #2	125 E Ocean Ave	MRL	OTIS GEN2	108569	Complete Maintenance	$ 325.00
Fire Station 1	201 NE 1st	MRL	Schindler 3300	109933	Complete Maintenance	$ 325.00
Police Headquarters	2100 High Ridge Road	MRL	Schindler 3300	109932	Complete Maintenance	$ 325.00

TOTAL: $3,500.00/month

The price is based upon annual in advance payment. In the event Purchaser requires a different payment method, please contact your local account manager to adjust the payment frequency.

APPLICABLE LAW

This Agreement shall be construed and enforced in accordance with, and the validity and performance of shall be governed by, the laws of the State of Florida.

PROPOSED SCOPE OF WORK:

1. **SERVICES**

Complete Maintenance - (Equipment included per table on page 1)

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this Agreement. All other work related to the equipment is Purchaser's responsibility unless specifically noted elsewhere in this Agreement, or unless Purchaser has separately contracted with KONE for the work.

A. **MRL Elevators**

1. Relay Logic Control System
   All control system components.
2. Microprocessor Control System
   All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
3. Hoistway and Pit Equipment
   All elevator control equipment and buffers.
4. Rails and Guides
   Guide rails, guide shoe gibs, and rollers.
5. Ropes
   Hoist ropes, governor ropes, and compensation ropes.
6. Wiring
   All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
7. Door Equipment
   Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
8. Manual Freight Door Equipment
   Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
9. Power Freight Door Equipment
   Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
10. Signals and Accessories
    Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

11. Car Equipment
    All elevator control system components on the car.

B. **Hydraulic Elevators**

1. Relay Logic Control System
   All control system components.
2. Microprocessor Control System
   All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
3. Power Unit
   Pump, motor, valves, and all related parts and accessories.
4. Hoistway and Pit Equipment
   All elevator control equipment and buffers.
5. Rails and Guides
   Guide rails, guide shoe gibs, and rollers
6. Wiring
   All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
7. Door Equipment
   Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
8. Manual Freight Door Equipment
   Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
9. Power Freight Door Equipment
   Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
10. Hydraulic System Accessories
    Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.
11. Signals and Accessories
    Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
12. Car Equipment
    All elevator control system components on the car.

2. HOURS OF SERVICE

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

3. SERVICE REQUESTS (CALLBACKS)

Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than

one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests.

Regular Time Coverage - (Equipment coverage per the table on page 1)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade.

4. TESTS

KONE will perform the following tests on the equipment as per the table on page 1 of this Agreement. KONE is not liable for any property damage or personal injury, including death, resulting from any test.

HYDRAULIC ELEVATOR

A pressure relief test and a yearly leakage test as required by applicable code.

TRACTION ELEVATOR

An annual no load test as required by applicable code.

A five (5) year full load test as required by applicable code.

5. EXCLUSIONS

The following are excluded from the scope of services and per attachment D “exclusions section” EV2516:

A. GENERAL

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to

assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

B. **OBSOLESCENCE**

1. Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.
2. Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

C. **ELEVATOR**

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; oil lines; victaulic fittings; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement. Hoist belts and drives are excluded. Telescopic and or twin post piston/jacks and their packings/seals are excluded; any below-ground or partially unexposed components of any hydraulic elevator system including, but not limited to, jack/cylinder, piston, PVC and/or other protective material of any type of kind; any below-ground or partially unexposed piping of any type or kind.

6.TERM AND TERMINATION

A. This Agreement will commence of the effective date and continue for an initial term of eleven (11) years as stated in OMNIA Partners contract# EV2516 Amendment No 1. Sec 2. Term of Contract and Additional Periods, A. Initial Term.

B. If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.

8. ASSIGNMENT

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a new owner, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the new owner. Purchaser will promptly provide KONE with a copy of such assignment.

9. **Technical Survey**

KONE will perform the technical survey on the new elevator(s) and or escalator(s) within 60 days of contract effective date. If a safety hazard or code violation is identified during KONE's technical survey, Customer will immediately remove the unit from service until repairs are performed. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the equipment. If additional work is necessary, KONE will provide a separate proposal or recommendation for such work. Customer agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Customer's failure to comply with KONE's recommendations and proposal, and any obligation on the part of KONE to indemnify or defend Customer with regard to such claim shall be null and void. If Customer does not immediately approve KONE's proposal or recommendation, notwithstanding anything to the contrary in the agreement, KONE reserves the right to terminate this agreement without penalty.

ACCEPTANCE

Service Agreement Effective Start Date: January 1, 2025.

Service Agreement Number: **TBD**

The parties to this service agreement agree to the conditions contained herein:

Sign for on behalf of Participating Public Agency

_____
(Signature)

_____
(Print Name)

_____
(Print Title)

Date: ___/___/___

Respectfully submitted,
KONE Inc.

_____
(Submitted By)

_____
(Approved By) Authorized Representative

_____
(Title)

Date: ___/___/___

KONE Care Value Added Services

These services are offered to improve the quality and transparency of the KONE service delivery experience.

24/7 CONNECTED SERVICES

KONE's 24/7 Connected Services uses proprietary advanced remote monitoring and analysis technologies to bring intelligent services to elevators and escalators. 24/7 Connected Services provides continuous updates on the status and condition of the equipment, allowing KONE to perform services tailored to each equipment's needs. 24/7 Connected Services is a family of different services that may be ordered separately.

As consideration and in order for KONE to be able to provide the 24/7 Connected Services to the Customer, the Agreement is hereby amended as follows:

1. KONE to provide the Services set forth below at a cost of $0.00 per month. This Service fee will be charged on the maintenance invoice at the same interval as the invoicing for maintenance under the Agreement. Installation and/or set-up fees will be provided in a separate proposal when applicable. The interest on any late payments shall be as detailed in the Agreement.
2. KONE shall perform the selected Value-Added Services (each a "Service" and together the "Services") substantially as set forth and authorized below:

A. KONE Care - Emergency Phone Monitoring

KONE shall program the elevator phone(s) listed below to call the KONE Customer Care Center and will monitor the elevator phone(s).

Customer shall:

1. Provide names and phone numbers of at least two (2) of its representatives for the KONE Service Center to contact on a 24 hour basis, and at least one (1) police, fire or local 911 agency name and phone number.
2. Notify KONE immediately in writing of any changes in these names or numbers. In the event of a call from the elevator, the KONE Customer Care Center will contact the points of contact in the order listed below. The local authorities will be contacted only if the previously mentioned point of contacts cannot be reached.
3. If KONE does not provide Wireless Phone Provider Service, Customer shall provide an analog phone line to the elevator machine room (to be terminated on the appropriate phone jacks). If phone line is an extension off an existing phone system, a backup power source must also be provided. An extension, if applicable, must be a direct inward dial (DID) extension. All phones and associated equipment shall be in compliance with the requirements of ASME A17.1, local codes and applicable law, as amended. Customer shall also provide the elevator phone number(s) and/or extension(s) for the phone(s) being programmed.

By initialing below, you are approving the above KONE Care - Emergency Phone Monitoring services for the additional monthly fee of $0.00 (included services as part of Master Agreement EV2516)

ACCEPTED BY_____Date:_____

Remote Monitoring Service Voice Link and Wireless Phone Service

Elevator Description	Equipment #	Elevator Phone # and Extension for Caller ID
1		
2		
3		
4		
5		
6		
7		
8		
9		
First Point of Contact (Required)		
Name:	Title:	
Phone #:	Cell Phone #:	
Second Point of Contact (Required)		
Name:	Title:	
Phone #:	Cell Phone #:	
Third Point of Contact (Optional)		
Name:	Title:	
Phone #:	Cell Phone #:	
Local Emergency Authorities (Required)		
Fire Department Phone #:	Police Department Phone #:	

CUSTOMER INFORMATION

Who is the agreement with?		
Legal Name of the Company:		
Address:		
City:	**State:**	**Zip:**
Contact Name:	**Title:**	
Phone:	**Fax:**	
Is the Owner tax exempt? Yes (If Yes, provide the Tax Exemption Certificate.)		
Federal tax ID #:		

Where should the invoice be sent?		
Legal Name of the Company:		
Attention:		
Address:		
City:	**State:**	**Zip:**
Contact Name:	**Title:**	
Phone:	**Fax:**	
Federal tax ID #:	**Email:**	

Who will be responsible for paying the invoices?		
Legal Name of the Company:		
Attention:		
Address:		
City:	**State:**	**Zip:**
Contact Name:	**Title:**	
Phone:	**Fax:**	
Federal tax ID #:	**Email:**	

Exhibit 4

KONE Inc. Proposal to Supply Elevator, Escalator, Moving Walkway Maintenance, Repair, Modernization and Related, Products, Services and Solutions under the U.S. Communities Program utilizing the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1st, 2018)

The parties hereby agree to be bound to the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1st, 2018) ("Contract"), together with those terms and conditions contained in this Exhibit 4(collectively, "Service Agreement"). In the event of conflict between terms and conditions contained in the Contract and this Exhibit 4, the terms in this Exhibit 4 shall supersede and prevail.

PROPOSED UNITS & EQUIPMENT PRICING:

Location	Address	Type	OEM	State Serial	Type of Service
Intracoastal Park Pavilion	2240 North Federal Hwy	Hydraulic	TAC20	92937	Complete Maintenance
Wilson Park	225 NW 12th Avenue	Hydraulic	TAC20	93049	Complete Maintenance
Boynton Beach Fire Rescue	2080 High Ridge Road	Hydraulic	TAC20	95727	Complete Maintenance
1913 Schoolhouse Museum	141 E Ocean Drive	Hydraulic	Dover DMC1	54426	Complete Maintenance
West Water Plant	5468 W Boynton Beach	Hydraulic	MPHII	46528	Complete Maintenance
Boynton Beach Operations	124 E Wooldbright Rd	Hydraulic	Dover DMC1	57136	Complete Maintenance
Historic Woman's Club	1010 S Federal Hwy	Hydraulic	TAC32	42747	Complete Maintenance
City Hall #1	100 E Ocean Ave	MRL	Schindler 3300	109806	Complete Maintenance
City Hall #2	100 E Ocean Ave	MRL	Schindler 3300	109807	Complete Maintenance
City Hall #3	100 E Ocean Ave	MRL	Schindler 3300	109600	Complete Maintenance
Cultural Center #1	125 E Ocean Ave	MRL	OTIS GEN2	108570	Complete Maintenance
Cultural Center #2	125 E Ocean Ave	MRL	OTIS GEN2	108569	Complete Maintenance
Fire Station 1	201 NE 1st	MRL	Schindler 3300	109933	Complete Maintenance
Police Headquarters	2100 High Ridge Road	MRL	Schindler 3300	109932	Complete Maintenance

PROPOSED UNITS & EQUIPMENT PRICING:

(Breakdown of pricing compliant with Exhibit 3 below)

Location	State Serial	Type of Service	Pricing Component & %	Pricing/month	Pricing/month subtotal
Intracoastal Park Pavilion	92937	Complete Maintenance	Parts 15%	$ 26.25	$ 175.00
			Labor 60%	$ 105.00	
			Overhead and Profit 25%	$ 43.75	
Wilson Park CAROLYN SIMS CENTER	93049	Complete Maintenance	Parts 15%	$ 26.25	$ 175.00
			Labor 60%	$ 105.00	
			Overhead and Profit 25%	$ 43.75	
Boynton Beach Fire Rescue	95727	Complete Maintenance	Parts 15%	$ 26.25	$ 175.00
			Labor 60%	$ 105.00	
			Overhead and Profit 25%	$ 43.75	
1913 Schoolhouse Museum	54426	Complete Maintenance	Parts 15%	$ 26.25	$ 175.00
			Labor 60%	$ 105.00	
			Overhead and Profit 25%	$ 43.75	
West Water Plant	46528	Complete Maintenance	Parts 15%	$ 26.25	$ 175.00
			Labor 60%	$ 105.00	
			Overhead and Profit 25%	$ 43.75	
Boynton Beach Operations	57136	Complete Maintenance	Parts 15%	$ 26.25	$ 175.00
			Labor 60%	$ 105.00	
			Overhead and Profit 25%	$ 43.75	
Historic Woman's Club	42747	Complete Maintenance	Parts 15%	$ 26.25	$ 175.00
			Labor 60%	$ 105.00	
			Overhead and Profit 25%	$ 43.75	
City Hall #1	109806	Complete Maintenance	Parts 15%	$ 48.75	$ 325.00
			Labor 60%	$ 195.00	
			Overhead and Profit 25%	$ 81.25	
City Hall #2	109807	Complete Maintenance	Parts 15%	$ 48.75	$ 325.00
			Labor 60%	$ 195.00	
			Overhead and Profit 25%	$ 81.25	
City Hall #3	109600	Complete Maintenance	Parts 15%	$ 48.75	$ 325.00
			Labor 60%	$ 195.00	
			Overhead and Profit 25%	$ 81.25	
Cultural Center #1	108570	Complete Maintenance	Parts 15%	$ 48.75	$ 325.00
			Labor 60%	$ 195.00	
			Overhead and Profit 25%	$ 81.25	
Cultural Center #1	108569	Complete Maintenance	Parts 15%	$ 48.75	$ 325.00
			Labor 60%	$ 195.00	
			Overhead and Profit 25%	$ 81.25	
Fire Station 1	109933	Complete Maintenance	Parts 15%	$ 48.75	$ 325.00
			Labor 60%	$ 195.00	
			Overhead and Profit 25%	$ 81.25	
Police Headquarters	109932	Complete Maintenance	Parts 15%	$ 48.75	$ 325.00
			Labor 60%	$ 195.00	
			Overhead and Profit 25%	$ 81.25	

TOTAL: $3,500.00/month

(Breakdown of pricing compliant with Exhibit 3 below)

Pricing Component & %	Pricing/month total contract	Pricing/month total contract
Parts 15%	$ 525.00	
Labor 60%	$ 2,100.00	$ 3,500.00
Overhead and Profit 25%	$ 875.00	

The price is based upon annual in advance payment. In the event Purchaser requires a different payment method, please contact your local account manager to adjust the payment frequency.

APPLICABLE LAW

This Agreement shall be construed and enforced in accordance with, and the validity and performance of shall be governed by, the laws of the State of Florida.

PROPOSED SCOPE OF WORK:

1. **SERVICES**

Complete Maintenance - (Equipment included per table on page 1)

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this Agreement. All other work related to the equipment is Purchaser's responsibility unless specifically noted elsewhere in this Agreement, or unless Purchaser has separately contracted with KONE for the work.

A. **MRL Elevators**

1. Relay Logic Control System
   All control system components.
2. Microprocessor Control System
   All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
3. Hoistway and Pit Equipment
   All elevator control equipment and buffers.
4. Rails and Guides
   Guide rails, guide shoe gibs, and rollers.
5. Ropes
   Hoist ropes, governor ropes, and compensation ropes.
6. Wiring
   All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
7. Door Equipment
   Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
8. Manual Freight Door Equipment
   Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and

counter-balancing equipment.

9. Power Freight Door Equipment
   Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
10. Signals and Accessories
    Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
11. Car Equipment
    All elevator control system components on the car.

B. **Hydraulic Elevators**

1. Relay Logic Control System
   All control system components.
2. Microprocessor Control System
   All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
3. Power Unit
   Pump, motor, valves, and all related parts and accessories.
4. Hoistway and Pit Equipment
   All elevator control equipment and buffers.
5. Rails and Guides
   Guide rails, guide shoe gibs, and rollers
6. Wiring
   All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
7. Door Equipment
   Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
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   Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
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10. Hydraulic System Accessories
    Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.
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    Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
12. Car Equipment
    All elevator control system components on the car.

2. **HOURS OF SERVICE**

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

3. SERVICE REQUESTS (CALLBACKS)

Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests.

Regular Time Coverage - (Equipment coverage per the table on page 1)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade.

4. TESTS

KONE will perform the following tests on the equipment as per the table on page 1 of this Agreement. KONE is not liable for any property damage or personal injury, including death, resulting from any test.

HYDRAULIC ELEVATOR

A pressure relief test and a yearly leakage test as required by applicable code.

TRACTION ELEVATOR

An annual no load test as required by applicable code.

A five (5) year full load test as required by applicable code.

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The following are excluded from the scope of services and per attachment D “exclusions section” EV2516:

A. GENERAL

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time.

In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.

4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

B. OBSOLESCENCE

1. Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.
2. Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

C. ELEVATOR

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; oil lines; victaulic fittings; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement. Hoist belts and drives are excluded. Telescopic and or twin post piston/jacks and their packings/seals are excluded; any below-ground or partially unexposed components of any hydraulic elevator system including, but not limited to, jack/cylinder, piston, PVC and/or other protective material of any type of kind; any below-ground or partially unexposed piping of any type or kind.

6.TERM AND TERMINATION

A. This Agreement will commence of the effective date and continue for an initial term of eleven (11) years as stated in OMNIA Partners contract# EV2516 Amendment No 1. Sec 2. Term of Contract and Additional Periods, A. Initial Term.

B. If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.

8. ASSIGNMENT

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a new owner, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the new owner. Purchaser will promptly provide KONE with a copy of such assignment.

9. Technical Survey

KONE will perform the technical survey on the new elevator(s) and or escalator(s) within 60 days of contract effective date. If a safety hazard or code violation is identified during KONE's technical survey, Customer will immediately remove the unit from service until repairs are performed. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the equipment. If additional work is necessary, KONE will provide a separate proposal or recommendation for such work. Customer agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Customer's failure to comply with KONE's recommendations and proposal, and any obligation on the part of KONE to indemnify or defend Customer with regard to such claim shall be null and void. If Customer does not immediately approve KONE's proposal or recommendation, notwithstanding anything to the contrary in the agreement, KONE reserves the right to terminate this agreement without penalty.

ACCEPTANCE

Service Agreement Effective Start Date: February 4th, 2025.

Service Agreement Number: **TBD**

The parties to this service agreement agree to the conditions contained herein:

Sign for on behalf of Participating Public Agency

_____
(Signature)

_____
(Print Name)

_____
(Print Title)

Date: ___/___/___

Respectfully submitted,
KONE Inc.

_____
(Submitted By)

_____
(Approved By) Authorized Representative

_____
(Title)

Date: ___/___/___

KONE Care Value Added Services

These services are offered to improve the quality and transparency of the KONE service delivery experience.

24/7 CONNECTED SERVICES

KONE's 24/7 Connected Services uses proprietary advanced remote monitoring and analysis technologies to bring intelligent services to elevators and escalators. 24/7 Connected Services provides continuous updates on the status and condition of the equipment, allowing KONE to perform services tailored to each equipment's needs. 24/7 Connected Services is a family of different services that may be ordered separately.

As consideration and in order for KONE to be able to provide the 24/7 Connected Services to the Customer, the Agreement is hereby amended as follows:

1. KONE to provide the Services set forth below at a cost of $0.00 per month. This Service fee will be charged on the maintenance invoice at the same interval as the invoicing for maintenance under the Agreement. Installation and/or set-up fees will be provided in a separate proposal when applicable. The interest on any late payments shall be as detailed in the Agreement.
2. KONE shall perform the selected Value-Added Services (each a "Service" and together the "Services") substantially as set forth and authorized below:

A. KONE Care - Emergency Phone Monitoring

KONE shall program the elevator phone(s) listed below to call the KONE Customer Care Center and will monitor the elevator phone(s).

Customer shall:

1. Provide names and phone numbers of at least two (2) of its representatives for the KONE Service Center to contact on a 24 hour basis, and at least one (1) police, fire or local 911 agency name and phone number.
2. Notify KONE immediately in writing of any changes in these names or numbers. In the event of a call from the elevator, the KONE Customer Care Center will contact the points of contact in the order listed below. The local authorities will be contacted only if the previously mentioned point of contacts cannot be reached.
3. If KONE does not provide Wireless Phone Provider Service, Customer shall provide an analog phone line to the elevator machine room (to be terminated on the appropriate phone jacks). If phone line is an extension off an existing phone system, a backup power source must also be provided. An extension, if applicable, must be a direct inward dial (DID) extension. All phones and associated equipment shall be in compliance with the requirements of ASME A17.1, local codes and applicable law, as amended. Customer shall also provide the elevator phone number(s) and/or extension(s) for the phone(s) being programmed.

By initialing below, you are approving the above KONE Care - Emergency Phone Monitoring services for the additional monthly fee of $0.00 (included services as part of Master Agreement EV2516)

ACCEPTED BY_____Date:_____

Remote Monitoring Service Voice Link and Wireless Phone Service

Elevator Description	Equipment #	Elevator Phone # and Extension for Caller ID
1		
2		
3		
4		
5		
6		
7		
8		
9		
First Point of Contact (Required)		
Name:	Title:	
Phone #:	Cell Phone #:	
Second Point of Contact (Required)		
Name:	Title:	
Phone #:	Cell Phone #:	
Third Point of Contact (Optional)		
Name:	Title:	
Phone #:	Cell Phone #:	
Local Emergency Authorities (Required)		
Fire Department Phone #:	Police Department Phone #:	

CUSTOMER INFORMATION

Who is the agreement with?		
Legal Name of the Company:		
Address:		
City:	**State:**	**Zip:**
Contact Name:	**Title:**	
Phone:	**Fax:**	
Is the Owner tax exempt? Yes (If Yes, provide the Tax Exemption Certificate.)		
Federal tax ID #:		

Where should the invoice be sent?		
Legal Name of the Company:		
Attention:		
Address:		
City:	**State:**	**Zip:**
Contact Name:	**Title:**	
Phone:	**Fax:**	
Federal tax ID #:	**Email:**	

Who will be responsible for paying the invoices?		
Legal Name of the Company:		
Attention:		
Address:		
City:	**State:**	**Zip:**
Contact Name:	**Title:**	
Phone:	**Fax:**	
Federal tax ID #:	**Email:**	

REQUEST FOR PROPOSAL NO. EV2516
Exhibit 3 - NATIONAL PRICING
PREVENTATIVE MAINTENANCE
ALL RATES SHOWN ARE NOT TO EXCEED RATES
INSTRUCTIONS:

CONTRACTOR COMPANY NAME: **KONE Inc.**

Contractor shall list all pricing components and the percentage of total cost for each element to include furnishing of all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service and preventative maintenance services, and repairs of every description, including inspections, adjustments, test and replacement of parts as specified in the Request for Proposal.

PRICING COMPONENT	PERCENTAGE OF TOTAL COST
Parts	15%
Labor	60%
Overhead and Profit	25%
List all other pricing elements	

QUICK REFERENCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

READ YOUR POLICY CAREFULLY

The Owners and Contractors Protective Liability Coverage Part in your policy consists of Declarations, a Coverage Form (CG 00 09) and Endorsements, if applicable. Following is a Quick Reference indexing of the principal provisions contained in each of the components making up the Coverage Part, listed in sequential order, except for the provisions in the Declarations which may not be in the sequence shown.

DECLARATIONS

- Named Insured and Mailing Address
- Policy Period
- Designation of Contractor
- Location of Covered Operations
- Limits of Insurance
- Description of Business
- Forms and Endorsements applying to the Coverage Part at time of issue

COVERAGE FORM

- SECTION I—COVERAGES—BODILY INJURY AND PROPERTY DAMAGE LIABILITY
  - Insuring Agreement
  - Exclusions
  - Supplementary Payments
- SECTION II—WHO IS AN INSURED
- SECTION III—LIMITS OF INSURANCE
- SECTION IV—CONDITIONS
  - Bankruptcy
  - Cancellation
  - Changes
  - Duties In The Event Of Occurrence, Claim Or Loss
  - Examination Of Your Books And Records
  - Inspections And Surveys
  - Legal Action Against Us
  - Other Insurance
  - Premiums
  - Premium Audit
  - Separation Of Insureds
  - Transfer Of Rights Of Recovery Against Others To Us
  - When We Do Not Renew
- SECTION V—DEFINITIONS

ENDORSEMENTS (If Any)

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO SPECIFIED POLICY PERIOD

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

This master policy covers certificates issued for contracts requiring an Owners and Contractors Protection Liability policy with an effective date of January 1, 2018, or after.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC AND TRADE SANCTIONS CONDITION

The following condition is added:

Economic And Trade Sanctions Condition

In accordance with the laws and regulations of the United States concerning economic and trade embargoes, this Indemnity, Insurance, Coverage, Coverage Part or Policy is void *ab initio* (void from its inception) with respect to any term or condition of this Indemnity, Insurance, Coverage, Coverage Part or Policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

1. Any Insured (Assured), or any person or entity claiming the benefits of an Insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to United States economic or trade sanctions;

2. Any loss, claim or "suit" that is brought in a Sanctioned Country or by a Sanctioned Country Government, where any action in connection with such claim or "suit" is prohibited by United States economic or trade sanctions;

3. Any loss, claim or "suit" that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to United States economic or trade sanctions;

4. Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country Government, where any activities related to such property are prohibited by United States economic or trade sanctions; or

5. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to United States economic or trade sanctions.

As used in this Endorsement, a Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the United States Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be from time to time amended.

As used in this Endorsement, a Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM – COVERAGE FOR OPERATIONS OF DESIGNATED CONTRACTOR

Various provisions of this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" and arises out of:

(a) Operations performed for you by the "contractor" at the location specified in the Declarations; or

(b) Your acts or omissions in connection with the general supervision of such operations;

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

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d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Work Completed Or Put To Intended Use

"Bodily injury" or "property damage" which occurs after the earlier of the following times:

(1) When all "work" on the project (other than service, maintenance or repairs) to be performed for you by the "contractor" at the site of the covered operations has been completed; or

(2) When that portion of the "contractor's" "work", out of which the injury or damage arises, has been put to its intended use by any person or organization, other than another contractor or subcontractor working directly or indirectly for the "contractor" or as part of the same project.

d. Acts Or Omissions By You And Your Employees

"Bodily injury" or "property damage" arising out of your, or your "employees", acts or omissions other than general supervision of "work" performed for you by the "contractor".

e. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

f. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

g. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Property loaned to you;

(3) Personal property in the care, custody or control of the insured; or

(4) "Work" performed for you by the "contractor".

h. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

i. Mobile Equipment

"Bodily injury" or "property damage" arising out of the use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

j. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by or on behalf of any insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

k. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "work" performed for you by the "contractor"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "work" performed for you by the "contractor".

l. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

h. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverages – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to their duties as partners or members of a joint venture.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to their duties as members of a limited liability company. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

a. Any person (other than your "employee") or any organization while acting as your real estate manager.

b. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The Aggregate Limit is the most we will pay for the sum of damages because of all "bodily injury" and "property damage".

3. Subject to Paragraph **2.** above, the Each Occurrence Limit is the most we will pay for the sum of damages because of all "bodily injury" and "property damage" arising out of any one "occurrence".

If you designate more than one project in the Declarations, the Aggregate Limit shall apply separately to each project.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Cancellation

a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

b. We may cancel this policy by mailing or delivering to the first Named Insured and the "contractor" written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notices to the first Named Insured's and the "contractor's" last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

e. If this policy is cancelled, we will send the "contractor" any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. Changes

This policy contains all the agreements between you, the "contractor" and us concerning the insurance afforded. The first Named Insured shown in the Declarations and the "contractor" are authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

4. Duties In The Event Of Occurrence, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence".

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. Examination Of Your Books And Records

We may examine and audit your books and records as well as the "contractor's" books and records as they relate to this policy at any time during the policy period and up to three years afterward.

6. Inspections And Surveys

a. We have the right to:

(1) Make inspections and surveys at any time;

(2) Give you reports on the conditions we find; and

(3) Recommend changes.

b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

(1) Are safe or healthful; or

(2) Comply with laws, regulations, codes or standards.

c. Paragraphs **a.** and **b.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

d. Paragraph **b.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

7. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

8. Other Insurance

The insurance afforded by this Coverage Part is primary insurance and we will not seek contribution from any other insurance available to you unless the other insurance is provided by a contractor other than the designated "contractor" for the same operation and job location designated in the Declarations. Then we will share with that other insurance by the method described below.

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

9. Premiums

The "contractor":

a. Is responsible for the payment of all premiums; and

b. Will be the payee for any return premiums we pay.

10. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the "contractor". The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the "contractor".

c. The "contractor" must keep records of the information we need for premium computation, and send us copies at such times as we may request.

11. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

12. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

3. "Contractor" means the contractor designated in the Declarations.

4. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

5. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

6. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

7. "Impaired property" means tangible property, other than work performed for you, that cannot be used or is less useful because:

a. It incorporates work performed for you that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of the work performed for you or your fulfilling the terms of the contract or agreement.

8. "Insured contract" means:

a. A lease of premises;

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or

e. An elevator maintenance agreement.

9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

10. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

11. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

12. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

13. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from, computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

14. "Suit" means a civil proceeding, brought in the United States of America (including its territories and possessions), Puerto Rico or Canada, in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

15. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

16. "Work" includes materials, parts or equipment furnished in connection with the operations.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ISSUANCE OF CERTIFICATES OF INSURANCE

It is hereby agreed and understood that

"The issuance of a certificate under this policy must be completed as soon as practicable and appropriate premium charged upon KONE's knowledge of any contract. Coverage is afforded by this policy for those entities for which KONE contractually agreed to provide an OCPL and have unintentionally failed to disclose the existence of such contract."

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SECTION I – COVERAGES

BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions – Exclusion j. is replaced by the following:

This insurance does not apply to:

j. Pollution

(1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to:

(a) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

(i) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

(ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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BLANKET ADDITIONAL INSURED

It is agreed that the persons insured provisions of the various parts are extended to include any person, organization, entity, trustee, estate or governmental body that is not a vendor, as their interests may appear, to whom or to which the Named Insured has agreed or is obligated by virtue of a contract or by issuance or existence of a permit, to provide insurance such as is afforded by this Policy, but only for the limits of liability and scope of coverage specified in such contract, and then not to exceed the limits of liability of the applicable limits of liability or the scope of coverage of this Policy.

GL 551 009 0109

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 28 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **b.** of either the CANCELLATION Condition (Section **IV** – Conditions) or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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COMMERCIAL GENERAL LIABILITY
CG 28 05 10 01

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PERSONAL INJURY LIABILITY

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

A. The heading for **Section I – Coverages – Bodily Injury And Property Damage Liability** is revised as follows:

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

B. The following exclusion is added to Paragraph **2.** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

PERSONAL INJURY

"Bodily injury" arising out of "personal injury".

C. The following is added to **Section I – Coverages:**

COVERAGE B – PERSONAL INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **Section III – Limits Of Insurance;** and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal injury" caused by an offense arising out of operations performed for you by the "contractor" at the location specified in the Declarations, but only if the offense was committed during the policy period.

2. Exclusions

This insurance does not apply to:

a. "Personal injury":

(1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury";

(2) Arising out of a criminal act committed by or at the direction of the insured;

(3) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement; or

(4) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

b. Any loss, cost or expense arising out of any:

(1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

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D. Paragraphs **2.** and **3.** of **Section III – Limits Of Insurance** are replaced by the following:

2. The Aggregate Limit is the most we will pay for the sum of damages because of all "bodily injury", "property damage" and "personal injury".

3. Subject to **2.** above, the Each Occurrence Limit is the most we will pay for the sum of damages because of all "bodily injury" and "property damage" arising out of any one "occurrence" and all "personal injury" sustained by any one person or organization.

E. Paragraph **4.,** of the **Duties In The Event Of Occurrence, Claim Or Suit** under **Section IV – Conditions** is replaced by the following:

4. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit".

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which the insurance may also apply.

d. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

F. The definition of "suit" in **Section V – Definitions** is replaced by the following:

14. "Suit" means a civil proceeding, brought in the United States of America (including its territories and possessions), Puerto Rico or Canada, in which damages because of "bodily injury", "property damage" or "personal injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

G. The following is added to **Section V – Definitions:**

"Personal injury" means injury, including consequential "bodily injury", arising out of the offenses of false arrest, detention or imprisonment.

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EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Exclusion **2.l.** of **Section I – Coverages – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

l. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

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ASBESTOS EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

The following Asbestos Exclusion is added under paragraph 2. Exclusions of SECTION I - COVERAGES, BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

1. Asbestos

a. This insurance does not apply to "bodily injury" or "property damage" arising out of:

(1) Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos;

(2) The use of asbestos in constructing or manufacturing any goods, products or structures;

(3) The removal of asbestos from any goods, products or structures; or

(4) The manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos.

b. This insurance does not apply to any:

(1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, remediate, neutralize, or in any way respond to or assess the extent or the effects of asbestos; or

(2) Payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense, claim or suit related to any of the above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

The following Exclusion is added to SECTION I - COVERAGES, BODILY INJURY AND PROPERTY DAMAGE LIABILITY, paragraph 2. Exclusions:

Lead

(1) This insurance does not apply to "bodily injury" or "property damage" arising out of:

(a) Inhaling, ingesting or prolonged physical exposure to lead in all forms, including but not limited to solid, liquid vapor or fumes or goods or products containing lead;

(b) The use of lead in the manufacturing any goods or products;

(c) The removal of lead from any goods or products;

(d) The manufacture, transportation, storage or disposal of lead or goods or products containing lead.

This insurance does not apply to any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, remediate, or in any way respond to, or assess the extent or the effects of lead; or

(2) Payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense, claim or suit related to any of the above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **2., Exclusions** of **Coverages – Bodily Injury And Property Damage Liability (Section I – Coverages):**

This insurance does not apply to:

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b)** or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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COMMERCIAL GENERAL LIABILITY
CG 31 31 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverages – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following definition is added to the **Definitions** Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2., Exclusions** of **Section I – Coverages Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

SILICA OR SILICA-RELATED DUST

a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".

b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following definitions are added to the **Definitions** Section:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

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"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE COVERAGE PART

A. Cancellation (Section **IV 2.**) is replaced by the following:

Cancellation

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing to us advance written notice of cancellation.

2. We may cancel this Policy by mailing you, and the "contractor", at the respective addresses last known to us, written notice stating the reason for cancellation. Proof of mailing will be sufficient proof of notice. If we cancel:

a. For nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.

b. For a reason other than nonpayment of premium, we will mail the notice at least:

(1) 30 days prior to the effective date of cancellation if the Policy has been in effect for 60 days or less.

(2) 60 days prior to the effective date of cancellation if the Policy has been in effect for more than 60 days.

3. If this Policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:

a. Nonpayment of premium;

b. The Policy was obtained through a material misrepresentation;

c. Any insured has violated any of the terms and conditions of the Policy;

d. The risk originally accepted has measurably increased;

e. Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or

f. A determination by the Director of Insurance that the continuation of the Policy could place us in violation of the insurance laws of this State.

4. Notification of cancellation will also be sent to your broker, if known, or agent of record, if known.

5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

6. If this Policy is cancelled, we will send the "contractor" any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured or the "contractor" cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

B. The following is added and supersedes any provision to the contrary:

Nonrenewal

If we decide not to renew or continue this Policy, we will mail you, and the "contractor", written notice, stating the reason for nonrenewal, at least 60 days before the end of the policy period. Proof of mailing will be sufficient proof of notice. Notification of nonrenewal will also be sent to your broker, if known, or agent of record, if known. If we offer to renew or continue and you do not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this Policy will end on the effective date of that insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The term "spouse" is replaced by the following:

Spouse or party to a civil union recognized under Illinois law.

B. Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:

"Family member" means a person related to the:

1. Individual Named Insured by blood, adoption, marriage or civil union recognized under Illinois law, who is a resident of such Named Insured's household, including a ward or foster child; or

2. Individual named in the Schedule by blood, adoption, marriage or civil union recognized under Illinois law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.

C. With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:

"Family member" means a person related to you by blood, adoption, marriage or civil union recognized under Illinois law, who is a resident of your household, including a ward or foster child.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART – LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART – MORTGAGEHOLDERS ERRORS AND OMISSIONS COVERAGE FORM
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK COVERAGE PART

A. The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:

1. Section **I** of the Commercial General Liability, Commercial Liability Umbrella, Employment-related Practices Liability, Farm, Liquor Liability, Owners And Contractors Protective Liability, Pollution Liability, Products/Completed Operations Liability, Product Withdrawal, Medical Professional Liability, Railroad Protective Liability, Underground Storage Tank Coverage Parts, Auto Dealers Coverage Form and the Farm Umbrella Liability Policy;

2. Section **II** under the Auto Dealers, Business Auto and Motor Carrier Coverage Forms;

3. Section **III** under the Auto Dealers and Motor Carrier Coverage Forms;

4. Section **A.** Coverage under the Legal Liability Coverage Form; and

5. Coverage **C** – Mortgageholder's Liability under the Mortgageholders Errors And Omissions Coverage Form.

Paragraph **B.** also applies to any other provision in the policy that sets forth a duty to defend.

B. If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement for the defense costs under this provision will only apply to defense costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for defense costs.

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OLD REPUBLIC INSURANCE COMPANY

DECLARATIONS – GENERAL LIABILITY POLICY

POLICY IDENTIFICATION

MWZY 311913

FORMS AND ENDORSEMENTS (Page 1 of 1)

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT INCEPTION

STATE	FORM NO.	DESCRIPTION
Florida	CG 28 61 03 12	Florida Changes - Cancellation and Nonrenewal
Florida	IL EN FL 0017 12 19	Florida Producer Countersignature Endorsement

This declaration and the coverage form(s) and endorsements, if any, listed above and attached, complete this policy.

COUNTERSIGNED AT: _____ AUTHORIZED AGENT: _____

DATE:_____

LD-2A48a (Ed. 3/87) Printed in U.S.A.

AA067266a

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

A. Paragraphs **b., c.** and **e.** of the **Cancellation** Condition (Section **IV** – Conditions) are replaced by the following and supersede any other provision to the contrary:

b. Cancellation Of Policies In Effect

(1) For 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured and the "contractor" written notice of cancellation, accompanied by the reasons for cancellation, at least:

(a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(b) 20 days before the effective date of cancellation if we cancel for any other reason, except that we may cancel immediately if there has been:

(i) A material misstatement or misrepresentation; or

(ii) A failure to comply with the underwriting requirements established by the insurer.

(2) For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

(a) Nonpayment of premium;

(b) The policy was obtained by a material misstatement;

(c) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;

(d) A substantial change in the risk covered by the policy; or

(e) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured and the "contractor" written notice of cancellation, accompanied by the reasons for cancellation, at least:

(i) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

(ii) 45 days before the effective date of cancellation, if we cancel for any of the other reasons stated in Paragraph **b.(2).**

c. We will mail or deliver our notice to the first Named Insured and the "contractor's" last mailing address known to us.

e. If this policy is cancelled, we will send the "contractor" any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

B. The following is added as an additional condition and supersedes any other provision to the contrary:

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Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver a written notice, stating the reason for nonrenewal, to the first Named Insured and the "contractor" at least 45 days prior to the expiration of this policy.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured and the "contractor" at the respective mailing addresses last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

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OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

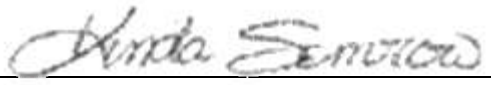
FLORIDA PRODUCER COUNTERSIGNATURE ENDORSEMENT

The signature shown on this endorsement complies with the countersignature laws and regulations of the State of Florida.

Licensed Producer: Linda Semrow

License Number: W653226

National Producer ID: 19378220

Signature: 

All other terms and conditions of this policy remain unchanged.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/ 4/2025

Proposed Resolution No. R25-032- Approve a temporary On-The-Job Training Agreement with Florida Division of Vocational Rehabilitation.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-032.

Explanation of Request: Florida Division of Vocational Rehabilitation (VR) provides On-the-Job Training (OJT) opportunities for individuals to gain employment experience at various job sites. The individual is paid by VR for the period of time they are completing the on-the-job training. Work Opportunities Unlimited, a community-based job placement service provider helps facilitate placing the individuals at a worksite where they can obtain multiple skills. There is an individual who has been approved for seven weeks of OJT and is interested in completing the training at the Boynton Beach Police Department.

How will this affect city programs or services? Provide assistance in the Police Department, while preparing a future law enforcement officer with knowledge, skills, and training.

Account Line Item and Description: N/A

Fiscal Impact: There is no fiscal impact to the budget for this item. This program is funded by Florida Division of Vocational Rehabilitation and would not have a fiscal impact on the City.

Attachments:
R25-032 Agenda_Item_1814-2023_Resolution_for_Vocational_Rehab_-_Matthew_Ortiz.docx
Exhibit A to Resolution - Ortiz Matthew ojt-agreement.pdf

RESOLUTION NO. R25-032

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A TEMPORARY ON-THE-JOB TRAINING AGREEMENT WITH THE FLORIDA DIVISION OF VOCATIONAL REHABILITATION FOR MATTHEW ORTIZ; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Florida Division of Vocational Rehabilitation provides on-the-job training opportunities for individuals to gain employment experience at various job sites. Vocational Rehabilitation pays the individual for the period they are completing the on-the-job training; and

WHEREAS, Work Opportunities Unlimited, a community-based job placement service provider, helps facilitate placing individuals at a worksite where they can obtain multiple skills; and

WHEREAS, there is an individual who has been approved for seven weeks of on-the-job training and is interested in completing the training at the Boynton Beach Police Department; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve a temporary On-The-Job Training Agreement with the Florida Division of Vocational Rehabilitation for Matthew Ortiz.

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, does hereby approve an On-The-Job Training Agreement between the Florida Division of Vocational Rehabilitation and the City for Matthew Ortiz (the “Agreement”), in form and substance similar to that attached as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement and such other related documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. The Mayor-executed Agreement shall be forwarded to Stephanie Soplop

to obtain execution of the Agreement by the Florida Division of Vocational Rehabilitation. Stephanie Soplop shall ensure that one fully executed Agreement is returned to the City to be provided to the Office of the City Attorney for forwarding to the City Clerk for retention as a public record.

SECTION 5. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

FLORIDA DIVISION OF VOCATIONAL REHABILITATION
ON-THE-JOB TRAINING AGREEMENT

Participant Name: Matthew Ortiz	**Case ID Number: 156846**
Provider Name: Independence Works	**Employer of Record: Independence Works**
Authorization Issue: 12/4/24	
IPE Job Goal: Police or Sherriff patrol officer	**Job Title: Police Department Intern**

Worksite information
Name: City of Boynton Beach Police Department
Address: 2100 High Ridge Road Boynton Beach, Fl. 33426
Supervisor Name: Major Michael Johnson
Supervisor Phone: 561-742-6103
Hourly Rate: 13.00 / hour 20 hours per week
Note: Hourly rate must be minimum wage or higher for a maximum of forty (40) hours per week.

The following Agreement has been developed collaboratively between the Provider, the Participant, VR Staff and the Worksite. The Participant will participate in an On-the-Job Training (OJT) experience as an Employee/Trainee for the purpose of gaining practical knowledge and experience consistent with the IPE Job Goal. During OJT, the Trainee must: interact on a regular basis with employees who do not have disabilities and be classified as an employee and not as an independent contractor.

Special Conditions that apply to this OJT for the Participant: (Examples-workstation modification, ASL interpreting services, schedule limitations, etc.)

n/a

Worksite requirements *(Examples-Uniforms, tools, background screening, Special Certification etc.)*

Level 2 Background screening required. Uniform to be determined

FLORIDA DIVISION OF VOCATIONAL REHABILITATION
ON-THE-JOB TRAINING AGREEMENT

Work setting Indoor/Outdoor (If participant will be working off-site, please provide address of remote work location.) **Matt will receive training indoors and outdoors. Administrative tasks in police department and opportunity to be outdoors in the community with the police officers that he is working with.**

Skills to be developed: List the skills which the Participant, Employment Specialist and worksite identified and how they will be developed during the work experience:

Skill to be developed:	Plan for skill development:
Active Listening	Active listening is an important skill for police officers to have as it enables them to engage with members of the public and other law enforcement professionals effectively. It also ensures that they notice important details and information to relay to detectives

FLORIDA DIVISION OF VOCATIONAL REHABILITATION
ON-THE-JOB TRAINING AGREEMENT

Skill to be developed:	Plan for skill development:
Persuasiveness	Persuasiveness is a person's ability to convince someone else about the right course of action. This occurs through good verbal communication tactics. Police officers use persuasiveness on a daily basis to encourage members of the public to follow their instructions and obey laws. They also use persuasiveness to deescalate situations and prevent criminal activities.

FLORIDA DIVISION OF VOCATIONAL REHABILITATION
ON-THE-JOB TRAINING AGREEMENT

Skill to be developed:	Plan for skill development:
Attention to detail	Attention to detail is the process by which someone can identify small details, correct errors and notice changing patterns in behavior. When working as a police officer, it's essential to be able to pay attention to detail as it allows you to identify potential evidence, prevent criminal activity and identify the correct car or suspect linked to a crime.

Skill to be developed:	Plan for skill development:
Physical stamina	Physical stamina refers to someone's ability to run or walk long distances. It also refers to someone's ability to lift heavy objects. Police officers need to have excellent physical stamina as they need to be able to chase and restrain suspects, patrol extensive areas by foot and when necessary, climb over fences and other obstructions to complete their job duties.

Community awareness	Community awareness represents the process by which individuals understand the surrounding community. This includes understanding resident demographics, poverty levels, crime rates and other factors that influence communities. When police officers have good community awareness, they have the ability to interact with members of the community in an effective way. It also helps them support local initiatives that benefit community members and ensures they understand the types of crime that occur in the area.

FLORIDA DIVISION OF VOCATIONAL REHABILITATION
ON-THE-JOB TRAINING AGREEMENT

Skill to be developed:	Plan for skill development:
Critical thinking	Critical thinking is the ability for an individual to make important decisions within a short time frame. Police officers need to have excellent critical thinking skills as they may need to make quick decisions that affect the health and well-being of themselves and members of the public.

FLORIDA DIVISION OF VOCATIONAL REHABILITATION
ON-THE-JOB TRAINING AGREEMENT

Skill to be developed:	Plan for skill development:
Interpersonal communication	Interpersonal communication is the process by which someone can adjust their communication strategies and language to connect with others and help them interpret information. Police officers use interpersonal communication on a daily basis to ensure clear communication between themselves and other officers with different personalities. They also use interpersonal communication to help members of the public understand laws and regulations.

THE PARTICIPANT (EMPLOYEE/TRAINEE) AGREES TO:

- Work at the Worksite to receive training and experience;
- Demonstrate an interest in the job and cooperate with all persons involved in training;
- Adhere to all rules and regulations of the business and act in an ethical manner at all times.
- Strive to develop the knowledge and skills necessary to become an effective team member of the business.
- Be punctual and in attendance on the job and at any meetings required by the Worksite.
- Inform the Worksite, the Provider, and the VR Counselor in the event of illness or emergency that prevents attendance artwork.
- Not voluntarily quit or resign from the job without informing the Worksite, the Provider, and the VR Counselor; and
- Actively participate in the vocational rehabilitation process.

THE WORKSITE AGREES TO:

- Provide instructions to the Participant (Employee/Trainee) regarding safe and correct work procedures.
- Supervise the Participant's (Employee/Trainee's) work.
- Ensure the Participant (Employee/Trainee) is receiving appropriate training in the anticipated areas of skills development described in the OJT Plan.
- Accept the basic responsibilities of employment as defined under all applicable laws, including but not limited to Child Labor Laws, Fair Labor Standards Act and all applicable state and federal laws.
- Ensure the worksite maintains a minimal vehicle insurance policy of $50,000/$100,000 if On- the- Job Training recipients will be transported and/or operating vehicles owned by the Worksite. DOE/VR must be listed as certificate holder and additional insured.

THE PROVIDER AND THE WORKSITE MUTUALLY AGREE:

- That the OJT experience will be in a work setting where people with disabilities engage in typical daily work patterns with co-workers who do not have disabilities; and where workers with disabilities are not congregated.
- To permit the VR Counselor to regularly review the progress of the Participant (Employee/Trainee);
- The provider agrees to have an approved Request for Approval to Hire a VR Participant form in the event the provider has ownership interest in the OJT worksite. (The OJT cannot start until the Request for Approval to Hire form has been fully approved)

- To permit the VR Counselor to visit the Participant (Employee/Trainee) at the job site to provide information and counseling, as appropriate; and (**check one**):

  ☐ That the Worksite will pay the Participant (Employee/Trainee) directly and is, or will become prior to commencement of the OJT, registered with VR as an OJT Vendor. The Worksite will ensure that an employment relationship exists between it and the Participant (Employee/Trainee) and, therefore, accepts the basic responsibilities of employment as defined under all applicable laws, including but not limited to the Fair Labor Standards Act, and all applicable state and federal labor laws.

  ☒ That the Provider will serve as the Employer of Record and will pay the Participant (Employee/Trainee) and request reimbursement from VR. By choosing this option, the Provider agrees to accept basic responsibilities of employment as defined under all applicable laws, including but not limited to the Fair Labor Standards Act, and all applicable state and federal labor laws.

WORKERS' COMPENSATION REPORTING REQUIREMENTS

☒ The Provider and/or the Worksite agree(s) to the responsibilities and policies related to Workers' Compensation with the Department of Education/Division of Vocational Rehabilitation. The Provider hereby attests the Participant was provided with a copy of the Vocational Rehabilitation Accident Reporting Instructions card prior to beginning the above agreed upon OJT experience, and the Worksite was provided with copies of the Reporting an on-the-Job Injury or Illness and Workers' Compensation Liaison forms.

Anticipated events

Start date of OJT:	TBD	**Total Number of Hours for OJT:**	120
Hours per Week:	20	**End Date of OJT:**	TBD
Number of Weeks:	7	**Anticipated Number of Wage Reimbursements Expected for this Experience:**	4

Anticipated Work Schedule- Check days and enter hours:

☒ Monday hours tbd	☐ Friday
☒ Tuesday	☒ Saturday hours tbd

FLORIDA DIVISION OF VOCATIONAL REHABILITATION
ON-THE-JOB TRAINING AGREEMENT

☒ Monday hours tbd	☐ Friday
☒ Wednesday hours tbd	☐ Sunday
☒ Thursday hours tbd	Total: 20 hours / week

VR Counselor approval and signature is required before the OJT experience can begin.
VR Counselor must be the last signature obtained on this agreement.

REQUIRED SIGNATURES:

Participant Signature: _____ Date:
Participant Printed Name:

Parent/Guardian Signature: _____ Date:
Parent/Guardian Printed Name:

Employer of Record Signature: _____ Date: 1/16/25
Employer of Record Printed Name: Jenni Paine

Worksite Representative Signature: _____ Date:
Worksite Representative Printed Name:

VR Counselor Signature: _____ Date:
VR Counselor Printed Name:

I hereby attest, to the best of my knowledge, the above information is correct. VR reserves the right to suspend Provider registration if VR suspects the Provider has knowingly falsified this document, or otherwise engaged in fraudulent activity.

Provider Signature: _____ Date: 1/16/25
Provider Printed Name: Jenni Paine

If you have any difficulty regarding accessibility of this form or any data fields, contact Vocational Rehabilitation: Vremploymentserviceproviders@vr.fldoe.org

Stevens Amendment Language | Vocational Rehabilitation | Florida Department of Education (rehabworks.org)

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/ 4/2025

Proposed Resolution No. R25-033- Approve and award ITB# REC25-013B- Galaxy Park Field Lighting Project with Davco Electrical Contractors Corporation to complete the installation of field lighting at Galaxy Park project for $515,892.88 plus a contingency of 10% or $51,589.29 bringing the total potential project allocation to $567,482.17.

Requested Action:

Staff recommends approval of Proposed Resolution No. R25-033.

Explanation of Request:

On Monday, November 25, 2024, the Purchasing Division announced Invitation to Bid (ITB) No. Rec-013BR for the Galaxy Park Field Lighting Project. This federally funded initiative, supported through the Community Development Block Grant (CDBG) program, sought qualified contractors to design and install a state-of-the-art sports lighting system for the main baseball field. The project encompasses a comprehensive LED lighting solution that will meet professional standards for nighttime baseball activities while prioritizing energy efficiency. The specified system must deliver uniform illumination across the playing surface, with enhanced lighting capabilities for critical areas such as the infield and batter's box. Key technical requirements include instant-on functionality and adjustable dimming controls, ensuring optimal visibility and energy management. This strategic upgrade aims to enhance the facility's usability while incorporating sustainable technology for improved operational efficiency.

The Purchasing Division concluded the competitive bidding process for the Galaxy Park Field Lighting Project (Bid No. REC25-013BR) on Thursday, December 19, 2024, with the receipt of two (2) bid submissions. Per the 2 CFR Part 200 200.321 requirement, Purchasing staff reached out to small, minority, women-owned businesses. Following a comprehensive evaluation of the proposals, Davco Electrical Contractors Corporation emerged as the lowest responsive and responsible Bidder, with a base bid amount of $515,892.88. Their submission was determined to be both responsive to the bid requirements and responsible in terms of qualifications and capabilities. Moreover, their proposed solution was assessed to offer the best value proposition for the City, aligning with the project's technical specifications and budget considerations while demonstrating the necessary expertise to execute the sports lighting installation effectively. To account for any unforeseen conditions that may arise during the project execution, a 10% contingency amount of $51,589.29 has been incorporated into the project budget, bringing the total potential project allocation to $567,482.17.

How will this affect city programs or services? The comprehensive improvements to Galaxy Park's field lighting system represent a significant enhancement to this vital community resource. The upgraded LED lighting infrastructure will substantially expand the facility's usability, enabling extended evening activities and improving the overall park experience for both residents and visitors. As a multifunctional recreational space featuring walking paths, open areas, and dedicated sports facilities, Galaxy Park serves as a central hub for community leisure, entertainment, and athletic activities. The installation of professional-grade sports lighting will not only modernize the baseball field's functionality but also enhance the park's aesthetic appeal during evening hours, creating a more welcoming and versatile environment that better serves the diverse recreational needs of the community throughout extended hours of operation.

Budgeted Item: Yes

Account Line Item and Description:

Capital Improvement Plan (CIP) Fund 302 with 100% reimbursement from CDBG Funds, contingent on R24-089 Amendment (Approved, May 7, 2024), Project estimate $567,482.17.

Fiscal Impact:

There will be yearly electrical expenses.

Attachments:
R25-033 Agenda_Item_2700-2025_Resolution_for_ITB_Galaxy_Park_Field_Lighting_Project_with_Davco_Electrical.docx
Exhibit A to Resolution - Vendor Signed Agreement - Final.pdf
REC25-13BR - Davco Electrical Contractors - Complete.pdf
Galaxy Park - Bid Tabulation.pdf
User Concurrence Memo-Galaxy Park Lighting 20250116.pdf
R24-089.pdf

RESOLUTION NO. R25-033

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AWARDING INVITATION TO BID NO. REC25-013B FOR GALAXY PARK FIELD LIGHTING PROJECT TO DAVCO ELECTRICAL CONTRACTORS CORPORATION; APPROVING AGREEMENT BETWEEN THE CITY AND THE AWARDED VENDOR; AND FOR ALL OTHER PURPOSES.

WHEREAS, on November 25, 2024, the Purchasing Division announced Invitation to Bid No. Rec-013BR ("ITB") for the Galaxy Park Field Lighting Project ("Project"); and

WHEREAS, the Project is a federally funded initiative, supported through the Community Development Block Grant program, which sought qualified contractors to design and install a state-of-the-art sports lighting system for the main baseball field; and

WHEREAS, Galaxy Park serves as a central hub for community leisure, entertainment, and athletic activities; and

WHEREAS, the Project encompasses a comprehensive LED lighting system that will meet professional standards for nighttime baseball activities while prioritizing energy efficiency to deliver uniform illumination across the playing surface, with enhanced lighting capabilities for critical field areas, including instant-on functionality and adjustable dimming controls to enhance the facility's usability; and

WHEREAS, the comprehensive improvements to Galaxy Park's field lighting system represents a significant enhancement to this vital community resource by substantially expanding usability, enabling extended evening activities, and improving the overall park experience for both residents and visitors; and

WHEREAS, the competitive bidding process for the Project concluded on December 19, 2024, with the receipt of two (2) bid submissions; and

WHEREAS, upon review and evaluation of the two submitted bids, and in compliance with 2 CFR Part 200 200.321 requirements for small, minority, women-owned businesses, Davco Electrical Corporation ("Vendor") emerged as the lowest responsive and responsible bidder, with a base bid amount of $515,892.88; and

WHEREAS, to account for any unforeseen conditions that may arise during the execution

of the Project, a 10% contingency amount of $51,589.29 has been incorporated into the Project budget, bringing the total potential Project allocation to $567,482.17; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to award Invitation to Bid No. REC25-013B for the installation of field lighting at Galaxy Park main field to Davco Electrical Contractors Corporation, and approve the proposed Agreement between the City and the awarded Vendor.

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, does hereby award Invitation to Bid No. REC25-013B for the installation of field lighting at Galaxy Park main field to Davco Electrical Contractors Corporation.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve the Agreement between Davco Electrical Contractors Corporation and the City for Invitation to Bid No. REC25-013B for installation of field lighting at Galaxy Park main field, in form and substance similar to that attached as Exhibit A.

SECTION 4. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement and this Resolution.

SECTION 5. The City Clerk shall retain the fully executed Agreement as a public record of the City. A copy of the fully executed Agreement shall be provided to Gail Mootz to forward to the Vendor.

SECTION 6. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of February 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

GALAXY PARK FIELD LIGHTING PROJECT FEDERAL GRANT FUNDED PROJECT- (CDBG)

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH
AND
DAVCO ELECTRICAL CONTRACTORS CORP.

THIS AGREEMENT is entered into by and between the CITY OF BOYNTON BEACH, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Ave., Boynton Beach, FL 33435, hereinafter referred to as "CITY", and DAVCO ELECTRICAL CONTRACTORS CORP. a Florida Profit Corporation, with a business address of 4885 Park Ridge Blvd., Boynton Beach, Florida 33426 hereinafter referred to as the "CONTRACTOR," each a "Party" and collectively the "Parties."

WHEREAS, the City of Boynton Beach requires a new lighting system for Galaxy Park; and,

WHEREAS, the City of Boynton Beach received a partial CDBG Federal Grant for the installation of a new LED lighting system for Galaxy Park; and,

WHEREAS, on November 24, 2024, the Purchasing Division issued Invitation to Bid (ITB) No. REC25-013BR for the Galaxy Park Field Lighting Project; and,

WHEREAS, on December 19, 2024, the CITY received two bid submissions for this project; and,

WHEREAS, the Purchasing Division reviewed the submissions and determined that DAVCO ELECTRICAL CONTRACTORS CORP (CONTRACTOR) was the lowest responsible and responsive bid submission for the project.

WHEREAS, the CITY has selected the CONTRACTOR to perform construction services related to the Re-Bid of Galaxy Park Field Lighting Project - CDBG Federal Grant Funded; and,

WHEREAS, at its meeting of **February 4, 2025**, by Resolution No. R-_____, the CITY Commission approved this award to DAVCO ELECTRICAL CONTRACTOR CORP. and authorized the proper CITY officials to execute this Agreement hereinafter referred to as Contract No.: **REC25-013BR** and used interchangeably with "contract".

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 labor, materials, equipment, services and incidents necessary to perform all "WORK" described in the Contract Documents (as defined in Article 7 below) and related thereto for the Project.

Article 2. CITY or OWNER.

Shall mean the City of Boynton Beach, which has designed the Project Manager and will assume all duties and responsibilities and will have the rights and authority assigned to CONTRACTOR in connection with the completion of the WORK in accordance with the Contract Documents.

Article 3. CONTRACT TIME; TERMINATION; LIQUIDATED DAMAGES.

3.1 Contract Time. The WORK will be substantially completed within One Hundred and Twenty (120) calendar days from the Notice to Proceed, when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions and be completed and ready for final payment in accordance

with paragraph 14.9 of the General Conditions within Thirty (30) calendar days from the date of Substantial Completion.

3.2 Termination for Convenience. This Agreement may be terminated by CITY for convenience, upon providing fourteen (14) business days of written notice to CONTRACTOR for such termination. In the event of termination, CONTRACTOR shall be paid its compensation for services performed until the termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.3 Termination for Cause. In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should 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.

3.4 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 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, Two Hundred Fifty Dollars ($250.00) for each day that expires after the time specified in paragraph 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 Dollars [$100.00] for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

CITY shall pay CONTRACTOR, for the 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: **Five Hundred Fifteen Thousand, Eight Hundred Ninety-Two Dollars and 88 Cents ($515,892.88).**

Contingency Funds - ALL CONTINGENCY SUMS ARE CITY'S CONTINGENCY AND REMAIN THE CITY'S PROPERTY UNTIL EXPENSE IS APPROVED. The contract price shall not include any contingency amounts. If the Contract or schedule of bid prices includes an agreed sum as a contingency, such amount is identified solely for budget purposes and remains the City's funds. City may approve the use of contingency funds only for the purpose of defraying the expenses due to unforeseen conditions, extra work, and circumstances relating to construction, unless otherwise agreed. Such contingency funds are not for use by the Contractor to cover shortfalls in the Contractor's bid amount and not for use by the City to increase the scope of work.

Contractor shall obtain prior written approval from City prior to the expenditure of contingency funds, and Contractor will be required to furnish documentation evidencing expenditures charged to contingency and/or allowances prior to the release of such funds by City. All uncommitted contingency funds remain the funds of City.

Contingency. City and Contractor agree the Project budget shall include City's contingency, which shall be utilized as outlined above. **The Contingency shall be ten percent or $51,589.29 to account for any unforeseen conditions only approved by the City Manager.**

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. CITY will process Applications for Payment as provided in the General Conditions.

Progress Payments. CONTRACTOR may submit an Application for Payment as recommended by CONTRACTOR, 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 CONTRACTOR shall determine, or CITY may withhold, in accordance with paragraph 14.5 of the General Conditions.

CONTRACTOR shall submit with each Application for Payment, an 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) calendar days after approval by the CITY of CONTRACTOR'S Application for Payment and submission of an acceptable updated progress schedule.

Five percent (5) of all monies earned by the Contractor shall be retained by the CITY until Final Completion of the construction services purchased (defined as that point at which one hundred (100) 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 and acceptance by CITY.

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:
Defective Work not remedied.
Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.
Failure of CONTRACTORS to make payments properly to SUBCONTRACTORS or for material or labor.
Damage to another CONTRACTOR not remedied.
Liquidated damages and costs incurred by the CITY for extended construction administration.
Failure of CONTRACTOR to provide any document(s) required by the Contract Documents.

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.

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 CONTRACTOR as provided in paragraph 14.10.

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

Article 6. RETAINAGE.

Within 30 calendar days after reaching the earlier of substantial completion or beneficial occupancy, the City/Owner and the CONTRACTOR will inspect the work and develop a punch list covering those items required to render complete, satisfactory, and acceptable construction services purchased by the City/Owner. The punch list will include a schedule of values that provides the estimated cost to complete each item on the punch list. If the City/Owner and CONTRACTOR are unable to agree on an item or value, the City/Owner has final discretion whether to include an item and the amount for valuation of the cost to complete each item on the punch list. Within 20 business days after the creation of the punch list, the remaining contract balance, including retainage, will be paid to the CONTRACTOR less an amount equal to 150 percent of the cost to complete the items on the punch list. Upon reaching final acceptance for an item or all items, the 150 percent withheld for each item will be released with final payment. For projects valued at $10 million or more, the 30-calendar day period may be extended to 45 calendar days.

Article 7. 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 8. CONTRACT DOCUMENTS.

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

Request for Bid
Instructions to Bidders / Bidders
Proposal Forms (including the Proposal, Schedule(s), Submission Requirements of Bidder / Bidder, and all required certificates, affidavits, and other documentation)
Contract
CONTRACTOR'S Bid Bond, Performance, and Payment Bond
General Conditions for Construction
Special Terms and Conditions
City Construction Standards and Details (available online at: https://www.boynton-beach.org/engineering/new-construction-department- public-works-engineering-division)
Attachment "A" – Lighting Specifications
Attachment "B" – Lighting Designs
Attachment "C" – Bill of Materials
Attachment "D" – Structural Information
Attachment "E" – Product Information
Attachment "F" – Schedule of Bid Items

Article 9. NOTICE.

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to CITY shall be mailed to:

Daniel Dugger, City Manager

City of Boynton Beach
100 East Ocean Ave, Boynton Beach, FL 33435
Telephone No. (561) 742-6000

And if sent to the CONTRACTOR shall be mailed to:

Davco Electrical Contractors Corp.
4485 Park Ridge Blvd
Boynton Beach, Florida 33426
561-732-3434
561-732-3414 - FAX
FEIN #: 59-2524138

Article 10. INDEMNITY.

The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents, instrumentalities, and the State of Florida, Division of Emergency Management from liability, losses or damages, including attorneys' fees and costs of defense through the conclusion of any appeals, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of or resulting from the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR, its employees, agents, partners, principals or subcontractors during the term of this Agreement or resulting thereafter. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

CONTRACTOR's aggregate liability pursuant to this indemnification provision shall not exceed one and one-half (1 1/2) times the contract price or One Million Dollars ($1,000,000) per occurrence, whichever is greater.

Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

Nothing contained herein is intended nor shall be construed as a contractual waiver of the CITY's rights, limits, and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time, nor a waiver of any defense the CITY may have and shall not be construed as consent to be sued by third parties based on any claims arising under this Contract. CONTRACTOR and CITY agree that any liability of the CITY under this Contract shall be limited to the amounts set forth in Sec. 728.68, Florida Statutes.

Article 11. REIMBURSEMENT OF CONTRACTOR 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

the CONTRACTOR and be deducted from payments due CONTRACTOR as provided by this Contract. Said expenses shall be further defined as CONTRACTOR charges associated with the construction contract administration, including resident project representative costs.

Article 12. 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:

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

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;

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,

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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE:

CUSTODIAN OF PUBLIC RECORDS
CITY CLERK'S OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA 33435 561-742-606
CityClerk@bbfl.US

Article 13. E-VERIFY.

13.1 CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.
13.1.1 Definitions for this Section:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for a salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for a salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E- Verify System to verify the employment eligibility of:

All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Article 14. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S. 287.05701.

CONTRACTOR is hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the CITY will not request documentation of or consider CONTRACTOR's social, political, or ideological interests when determining if the CONTRACTOR is a responsible CONTRACTOR. CONTRACTOR is further notified that the CITY's governing body may not give preference to a Vendor based on the CONTRACTOR's social, political, or ideological interests.

Article 15. SCRUTINIZED COMPANIES.

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

Article 16. COVENANT AGAINST CONTINGENT FEES.

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that CONTRACTOR has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Article 17. MISCELLANEOUS.

17.1 Any and all legal action necessary to enforce the terms of this Agreement shall be governed by the laws of the State of Florida. Any legal action arising from the terms of this Agreement shall be submitted to a court of competent jurisdiction located exclusively in Palm Beach County.

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.

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 the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

Prior to final payment of the amount due under the terms of this Agreement, to the extent permitted by law, a final waiver of lien shall be required to be submitted by the CONTRACTOR, as well as all suppliers and subcontractors whom worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by CONTRACTOR shall release City from all claims of liability by CONTRACTOR in connection with this Agreement.

At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

It shall be the CONTRACTOR'S responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, city, state, and federal agencies as applicable.

This Agreement represents the entire and integrated agreement between City and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the solicitation and the CONTRACTOR'S bid proposal, this Agreement shall govern then the solicitation, and then the bid proposal.

This Agreement will take effect once signed by both parties. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the

Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

Article 18. DEFAULT OF CONTRACT & REMEDIES.

18.1 Correction of Work. If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost

to CITY, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

18.2 Default of Contract. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

18.2.1 The abandonment of the project by CONTRACTOR for a period of more than seven (7) business days.

18.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the CITY's designee.

18.2.3 The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) calendar days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR 'S default is such that more than seven (7) calendar days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) calendar day period and thereafter diligently prosecutes such cure to completion.

18.2.4 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

18.2.5 The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR 'S assets, or for CONTRACTOR 'S interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR 'S assets, or for CONTRACTOR 'S interest in this Agreement, where such seizure is not discharged within thirty (30) days.

18.3 Remedies in Default. In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

18.3.1 Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default,

less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR had the CONTRACTOR continued to perform the services under the Agreement.

18.3.2 CITY may complete the Agreement, or any part thereof, either by day labor, use of a subcontractor, or by re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

18.3.3 In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

18.3.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

Article 19. FEDERAL REQUIREMENTS.

Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with all applicable federally required standard provisions whether set forth herein below, in 2 CFR Part 200, or otherwise. Any reference made to CONTRACTOR in this section shall also apply to any subcontractor under the terms of this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY.

CONTRACTOR shall maintain records for six (6) years following the close of the grant program and be available for access at reasonable times and places for inspection by the authorized representative of the City, Housing and Urban Development (HUD), and Florida Commerce, F.K.A. Florida Department of Economic Opportunity (FDEO) and other relevant federal agencies shall have. Upon request, submit to the Department a report of the number of minority and nonminority group employees currently engaged in each work classification required by this Contract work.

Per 2 CFR § 200.325 (b), CONTRACTOR shall keep records as are necessary to determine compliance with the equal employment opportunity obligations.
During the performance of this contract, the CONTRACTOR agrees as follows:
A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed

the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR 's legal duty to furnish information.

D. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. CONTRACTOR will include the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the CITY so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The CITY further agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

RECORDS AND REPORTS - 2 CFR § 200.325 (b):
The Contractor shall keep such records as are necessary to determine compliance with the equal employment opportunity obligations. The records kept will be designed to indicate the following:

The number of minority and non-minority group members employed in each work classification on the project.

The progress and efforts being made in cooperation with unions to increase minority group employment opportunities (applicable only to Contractors who rely in whole or in part on unions as a source of their workforce).

The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority group employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority group representation among their employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

All such records must be maintained for six (6) years following the close of the grant program and be available for access at reasonable times and places for inspection by the authorized representative of the City, Housing and Urban Development (HUD), and Florida Commerce, F.K.A. Florida Department of Economic Opportunity (FDEO) and other relevant federal agencies shall have. Upon request, CONTRACTOR agrees to submit to the Department a report of the number of minority and non-minority group employees currently engaged in each work classification required by this Contract work.

HUD ACT OF 1968 PER 24 CFR PART 75: CONTRACTOR shall comply with the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended (12 U.S.C. §1701u) 12 U.S.C. §1701u. CONTRACTOR shall ensure that "to the greatest extent feasible," when certain HUD funds are used to assist housing and community development projects, preference for construction-related training, jobs, and contracting opportunities go to low- and very- low-income people and to businesses that are owned by low- and very- low income persons or business. These opportunities are both gender and race neutral.

DAVIS-BACON ACT. CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, CONTRACTOR must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR must be required to pay wages not less than once a week. Vendors are required to submit certified payroll in accordance to 29 C.F.R. pt. 5.

COPELAND "ANTI-KICKBACK" ACT. CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (26.4.2) of this section.

D. Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

A. Clean Air Act. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CONTRACTOR agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

B. Federal Water Pollution Control Act. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars ($150,000) financed in whole or in part with Federal assistance.

FEDERAL SYSTEM FOR AWARD MANAGEMENT: CONTRACTOR shall comply with the (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) shall not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

DEBARMENT AND SUSPENSION (Certification Required). A completed "Certification Regarding Debarment and Suspension" is required prior to award. This Agreement is a covered transaction for purposes of 2 C.F.R.

pt. 180 and 2 C.F.R. pt. 3000, as such CONTRACTOR is required to verify that none of the CONTRACTOR's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

A. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

B. The CONTRACTOR or Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR or Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). CONTRACTOR shall file the required certification pursuant to 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT. CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

PROCUREMENT OF RECOVERED MATERIALS. The CITY and CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

REPORTING. Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the FEMA Administrator, U.S. DOT Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

RIGHTS TO INVENTIONS. CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

NO OBLIGATION BY THE FEDERAL GOVERNMENT. The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND FLAGS. CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS. This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

FRAUDULENT STATEMENTS. CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to CONTRACTOR's actions pertaining to this Agreement.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

A. Prohibitions.

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (B) of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

B. Exceptions.

i. This clause does not prohibit CONTRACTOR from providing: (a) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to: (a) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (b) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

C. Reporting requirement.

i. In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (ii) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The CONTRACTOR shall report the following information pursuant to this section: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer

part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information required by this Section: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

DOMESTIC PREFERENCE FOR PROCUREMENTS. As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

AFFIRMATIVE SOCIOECONOMIC STEPS. If subcontracts are to be let, CONTRACTOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS. If applicable, the CONTRACTOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONTRACTOR will identify such data and grant to the CITY or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONTRACTOR will deliver to the CONTRACTOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONTRACTOR.

BUILD AMERICA, BUY AMERICA (BABA) ACT: The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

"This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts, whether signed physically or electronically, which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes."

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

CITY OF BOYNTON BEACH

Ty Penserga, Mayor

Approved as to Form:

Office of the City Attorney

Date

Print Name

Attested/Authenticated:

Maylee De Jesus, City Clerk

Date

DAVCO ELECTRICAL CONTRACTORS CORP.

Mark Komar

(Signature), Company

Print Name of Authorized Official

Vice President

Title

January 24,2025

Date

(Corporate Seal)
Attest/Authenticated

Witness

Marcial Sena Jr. Project Manager/Estimator

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 24 day of Jun, 2025, by MARK KAMAL on behalf of Davco Electrical Contractor, a _____. He/she is personally known to me or has produced _____ as identification.

Faith L. Kulla
NOTARY PUBLIC

FAITH L. KULLA
Commission # HH 153418
Expires September 13, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

(Name of Notary, Typed, Printed or Stamped)

Title or Rank

Serial number, if any

EXHIBIT "A" - STATEMENT OF COMPLIANCE - TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER-INCOME PERSONS

A. The project assisted under this (ITB) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 70U. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

B. Notwithstanding any other provision of this (contract) (agreement), the (applicant) (recipient) shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued there under prior to the execution of this (contract) (agreement). The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.20 (b) of the regulations in all contracts for work in connection with the project. The (applicant) (recipient) certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

C. Compliance with the provision of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the City of the application for this (contract) (agreement), shall be a condition of the Federal financial assistance provided to the project, binding upon the (applicant) (recipient), its successors and assigns. Failure to fulfill these requirements shall subject the (applicant) (recipient), its Contractors and sub-Contractors, its successors, and assigns to the sanctions specified by the (contract) (agreement), and to such sanctions as are specified by 24 CFR Section 135.

Name of Contractor: Davco Electrical Contractors Corp.

Title of ITB or Spec: Galaxy Park Field Lighting Project

Spec # or ITB # or Purchase Order Bid No: REC25-013B

Will you hire new employees as a result of this contract? Yes [ ] No [✓]

Contractor: Davco Electrical Contractors Corp

Contractor's Signature and Title Date: December 18,2024

Mark Komar , Vice President

EXHIBIT "B" - CERTIFICATION FOR COMPLIANCE WITH CITY, COUNTY, STATE, FEDERAL LAWS, AND REGULATIONS

I, agree to comply with all City, County, State, and Federal laws and regulations, including, but not limited to the following:

CONFLICTS OF INTEREST

Contractor covenants that no person who presently exercises any functions or responsibility on behalf of the City of Boynton Beach in connection with this agreement has any personal financial interests, direct or indirect, with the Contractor. Contractor further covenants that, in the performance of any contract, no person having such conflicting interest, shall be employed by the Contractor. Any conflict of interest attributable to the Contractor or its employees must be disclosed in writing to the City of Boynton Beach upon discovery.

Contractor is aware of the conflict-of-interest laws of the State of Florida, particularly Chapter 112, Part III, Florida Statutes; and the United States Department of Housing and Urban Development, particularly, 24 CFR Part 570 § 570.611, and agrees to comply with all respects to those provisions fully.

EQUAL OPPORTUNITY

During the performance of this RFQ, the successful Contractor and its sub-Contractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its sub-Contractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity, genetic information or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its sub-Contractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all sub-Contractors, if any, will be made aware of and will comply with this nondiscrimination clause.
In the event local laws or ordinances governing equal opportunity apply as well, Contractor agrees to comply.

DEBARMENT/SUSPENSION

The Contractor certifies, by submission of this certification, that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.

ZONING CODES AND BUILDING CODES

Contractor must comply with the City of Boynton Beach Zoning and Building Codes, the Florida Building Code, local building codes, and other standards established by the City of Boynton Beach, as deemed necessary by such agency.

Signature: _____

Print Name: Mark Komar , Vice President

Date: December 18,2024

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19 day of December, 2024, by Mark Komar, as VP for Galaxy Electrical Contractors, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____

EXHIBIT "C" – STATE AND FEDERAL STATUTES, REGULATIONS, AND POLICIES

Through this agreement, the CDBG funds available to the Subrecipient constitute a subaward of DEO's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. All provisions apply to the awarded Contractor and any sub-contractors.

The contractor agrees to abide by and enforce all provisions outlined in the solicitation and grant agreement to the Contractor and any sub-contractors.

This agreement includes terms and conditions of DEO's Federal award that are imposed on the subrecipient, and the Subrecipient agrees to carry out its obligations in compliance with all the obligations described in this Agreement.

Signature: _____
Print Name: Mark Komar Vice President
Date: December 18,2024

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 19 day of December, 2024 by Mark Komar as Vice President for Comcast Cable Communications, LLC, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____

FAITH L. KULLA
Commission # HH 153418
Expires November 13, 2025
Bonded Thru Troy Fain Insurance 800-365-7019

My commission expires: _____

EXHIBIT "D" – BUILD AMERICA, BUY AMERICA ACT (BABA) - INFRASTRUCTURE PROJECTS WITH FEDERAL FUNDED

This provision does not apply where a valid waiver is in place. However, it may apply to funds expended before the waiver or after its expiration.

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.
d. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Signature: _____
Print Name: Mark Komar , Vice President
Date: December 18,2024
STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19 day of December, 2024 by Mark Komar as Vice President for Pulte Home Company, LLC who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____
Print Name: _____

State of Florida at Large (Seal)
FAITH L. KUELL
Commission # HH 153418
Expires November 13, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

My commission expires: _____

EXHIBIT "E" - MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION

Per the requirements of 2 CFR Part 200 §200.321, the City of Boynton Beach encourages the active participation of minority businesses, women's business enterprises, and labor surplus areas firms as a part of any subsequent agreement whenever possible, either as prime contractors or subcontractors. If subcontracts are to be let, through a prime Contractor, that Contractor is required to take the affirmative steps listed in items (1) through (6) below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. The City shall require the prime contractor, if subcontracts are to be let, take the affirmative steps listed in paragraphs (1) through (5) of this section.

Through the submittal of this solicitation, CONTRACTOR confirms and affirms that CONTRACTOR have performed, to the best of their ability, all outreach to small/minority/women-owned businesses for sub-contracts outlined above:

Signature: _____
Print Name: Mark Komar , Vice President
Date: December 18,2024

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 19 day of Dec, 20 24 by Mark Komar as Vice President for Paver Technical Contractors LLP, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____

FAITH L. KULLA
Commission # HH 153418
Expires November 13, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

My commission expires: _____

EXHIBIT "F" – DAVIS BACON WAGES

This project is federally funded by CDBG and Davis bacon wages shall be applied to this project. Contractor agrees to abide by any Davis bacon wage table regarding this project.

DAVIS-BACON ACT WHEN CONSTRUCTION AGREEMENT/CONTRACT VALUE IS GREATER THAN $2,000:

A. All transactions regarding the agreement/contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. §§ 3141-3144, and §§ 3146-3148 and the requirements of 29 C.F.R. pt. 5, as may be applicable.
B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
C. Additionally, Contractor are required to pay wages not less than once a week.

Through the completion of this exhibit, Contractor affirms that they will complete this project in accordance with all wages outlined in the applicable Davis bacon wage table.

Signature: _____

Print Name: Mark Komar , Vice President

Date: December 18,2024

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization this 19 day of Dec., 2024 by MARK KOMAR as V.P. for Davco Electrical Contractors, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____

My commission expires: FAITH L. KULLA Commission # HH 153418 Expires November 13, 2025 Bonded Thru Troy Fain Insurance 800-385-7019

LIGHTING SPECIFICATION
PREPARED FOR

Galaxy Park

Baseball Field Lighting Project
Boynton Beach, Florida

Project # 234588

SUBMITTED BY:

Musco Sports Lighting, LLC

2107 Stewart Road
PO Box 260
Muscatine, Iowa 52761
Local Phone: 563/263-2281
Toll Free: 800/756-1205
Fax: 800/374-6402

We Make It Happen.

This information is provided by Musco exclusively for this project. Reproduction or distribution of the enclosed documents or information without the written permission of Musco Sports Lighting, LLC is prohibited.

SECTION 26 56 68 – EXTERIOR ATHLETIC LIGHTING

Lighting System with LED Light Source

PART 1 – GENERAL

1.1 SUMMARY

A. Work covered by this section of the specifications shall conform to the contract documents, engineering plans as well as state and local codes.

B. The purpose of these specifications is to define the lighting system performance and design standards for Galaxy Park using an LED Lighting source. The manufacturer / contractor shall supply lighting equipment to meet or exceed the standards set forth in these specifications.

C. The sports lighting will be for the following venues:

1. Baseball Field
2. Playground
3. Warmup Area

D. The primary goals of this sports lighting project are:

1. Guaranteed Light Levels: Selection of appropriate light levels impacts the safety of players and the enjoyment of spectators. Therefore, light levels are guaranteed to not drop below specified target values for a period of 25 years.
2. Environmental Light Control: It is the primary goal of this project to minimize spill light to adjoining properties and glare to players, spectators, and neighbors.
3. Cost of Ownership: To reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated for the duration of the warranty.
4. All lighting designs shall comply with Palm Beach County Lighting Ordinances.
5. Lighting Manufacturer must show compliance, pass/fail to the International Dark Skies Award of Excellence Program. Certification must be provided prior to any bidding. Manufacturer will absorb any and all costs in obtaining such report. Post installation IDA compliance testing must be provided by third party testing personnel.
6. Control and Monitoring – To allow for optimized use of labor resources and avoid unneeded operation of the facility, customer requires a remote on/off control system for the lighting system. Fields should be proactively monitored to detect luminaire outages over a 25-year life cycle. All communication and monitoring costs for 25-year period shall be included in the bid.
    a. Control and monitoring system shall provide contactor control of all existing circuits. Key switches shall be provided to provide field-level control of existing circuit groups.

1.2 ONFIELD LIGHTING PERFORMANCE

A. Illumination Levels and Design Factors: Playing surfaces shall be lit to an average target illumination level and uniformity as specified in the chart below. Lighting manufacturers will provide a guarantee that light levels will be sustained over the life of the warranty period. Lighting calculations shall be developed, and field measurements taken on the grid spacing with the minimum number of grid points specified below.

Manufacturers will provide lumen maintenance data of the LED luminaires used per TM-21-11 and will incorporate the lumen maintenance projections into the lighting designs to ensure target light levels are achieved throughout the guaranteed period of the system. Per IES guidelines, lumen maintenance hours should be reported based on the 6x multiplier of testing hours.

Area of Lighting	Average Target Illumination Levels	Maximum to Minimum Uniformity Ratio	Grid Points	Grid Spacing
Baseball Infield	50 Footcandles	2.0:1.0	25	20' x 20'
Baseball Outfield	30 Footcandles	2.5:1.0	133	20' x 20'
Playground	30 Footcandles	2.5:1.0	48	10' x 10'
Warm Up Area	25 Footcandles	2.5:1.0	16	20' x 20'

B. Color Temperature: The lighting system shall have a minimum color temperature of 5700K and a CRI of 75.

C. Playability: Lighting design and luminaire selection should be optimized for playability by reducing glare onfield and providing sufficient uplight.

1. Aiming Angles: To reduce glare, luminaire aiming should ensure the top of the luminaire field angle (based on sample photometric reports) is a minimum of 10 degrees below horizontal.
2. Glare Control Technology – Luminaires selected should have glare control technology including, but not limited to: external visors, internal shields and louvres. No symmetrical beam patterns are acceptable.
3. Aerial lighting – Adequate illumination must be provided above the field to see the ball in flight. It is recommended that a lighting analysis be performed above the field of play to evaluate the visibility of the ball over its typical trajectory to ensure the participants will adequately see the ball. Calculation planes should be evaluated up to the maximum anticipated height for the level of play.
4. Mounting Heights: To ensure proper aiming angles, minimum mountings heights shall be as described below. Higher mounting heights may be necessary for luminaire with lesser glare control to meet field angle requirements of section 1.2.C.1.

# of Poles	Pole Designation	Pole Height
6	A1-A2, B1-B1, C1-C2	60'

1.3 ENVIRONMENTAL LIGHT CONTROL

A. Light Control Luminaires: All luminaires shall utilize spill light and glare control devices including, but not limited to, internal shields, louvers, and external shields. No symmetrical beam patterns are accepted.

B. Lighting Ordinance: In accordance with Boynton Beach lighting ordinance, maximum initial horizontal illumination at the property line shall not exceed 0.33 footcandles.

C. Spill Light and Glare Control: To minimize impact on adjacent properties, spill light and candela values must not exceed the following levels taken at 3 feet above grade.

Baseball Field, Playground and Warm Up Area	Average	Maximum
150' Specified Spill Line Horizontal Footcandles	0.03 fc	0.25 fc
150' Specified Spill Line Max Vertical Footcandles	0.05 fc	0.50 fc
150' Specified Spill Line Max Candela (taken at 5 ft above grade)		7500 cd

D. Spill Scans: Spill scans must be submitted indicating the amount of horizontal and vertical footcandles along the specified lines. Light levels shall be provided in 30-foot intervals along the boundary line at 3 ft above grade.

E. Sample Photometry: The first page of a photometric report for all luminaire types proposed showing horizontal and vertical axial candle power shall be provided to demonstrate the capability of achieving

the specified performance. Reports shall be certified by a qualified testing laboratory with a minimum of five years experience or by a manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products. A summary of the horizontal and vertical aiming angles for each luminaire shall be included with the photometric report.

F Field Verification: Lighting manufacturer shall supply field verification of environmental light control using a meter calibrated within the last 12 months:

1. Spill verification: Illumination levels shall be taken in accordance with IESNA RP-6-22. The light sensing surface of the light meter should be held 36 inches above the playing surface with the sensing surface horizontal (for horizontal readings) or vertically pointed at the brightest light bank (for max vertical readings)

PART 2 – PRODUCT

2.1 SPORTS LIGHTING SYSTEM CONSTRUCTION

A. Manufacturing Requirements: All components shall be designed and manufactured as a system. All luminaires, wire harnesses, drivers and other enclosures shall be factory assembled, aimed, wired and tested.

B. Durability: All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed carbon steel shall be hot dip galvanized per ASTM A123. All exposed aluminum shall be powder coated with high performance polyester or anodized. All exterior reflective inserts shall be anodized, coated, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All exposed hardware and fasteners shall be stainless steel, passivated and coated with aluminum-based thermosetting epoxy resin for protection against corrosion and stress corrosion cracking. Structural fasteners may be carbon steel and galvanized meeting ASTM A153 and ISO/EN 1461 (for hot dipped galvanizing), or ASTM B695 (for mechanical galvanizing). All wiring shall be enclosed within the cross-arms, pole, or electrical components enclosure.

C. System Description: Lighting system shall consist of the following:

1. Galvanized steel poles and cross-arm assembly.
2. Non-approved pole technology:
    a. Square static cast concrete poles will not be accepted.
    b. Direct bury steel poles which utilize the extended portion of the steel shaft for their foundation will not be accepted due to potential for internal and external corrosive reaction to the soils and long term performance concerns.
3. Lighting systems shall use concrete foundations. See Section 2.4 for details.
    a. For a foundation using a pre-stressed concrete base embedded in concrete backfill the concrete shall be air-entrained and have a minimum compressive design strength at 28 days of 3,000 PSI. 3,000 PSI concrete specified for early pole erection, actual required minimum allowable concrete strength is 1,000 PSI. All piers and concrete backfill must bear on and against firm undisturbed soil.
    b. For anchor bolt foundations or foundations using a pre-stressed concrete base in a suspended pier or re-enforced pier design pole erection may occur after 7 days. Or after a concrete sample from the same batch achieves a certain strength.
4. Manufacturer will supply all drivers and supporting electrical equipment.
    a. Remote drivers and supporting electrical equipment shall be mounted approximately 10 feet above grade in aluminum enclosures. The enclosures shall be touch-safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Disconnect per circuit for each pole structure will be located in the

enclosure. Integral drivers are not allowed.

b. The pole shall include steps, cables, and platforms for luminaire maintenance, if owner responsible for removal of faulty luminaires.

c. Manufacturer shall provide surge protection at the pole equal to or greater than 40 kA for each line to ground (Common Mode) as recommended by IEEE C62.41.2_2002.

5. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.

6. All luminaires, visors, and cross-arm assemblies shall withstand 150 mi/h winds and maintain luminaire aiming alignment.

7. Control cabinet to provide remote on-off control, monitoring, and entertainment features of the lighting system. See Section 2.3 for further details.

8. Manufacturer shall provide lightning grounding as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A.

   a. Integrated grounding via concrete encased electrode grounding system.

   b. If grounding is not integrated into the structure, the manufacturer shall supply grounding electrodes, copper down conductors, and exothermic weld kits. Electrodes and conductors shall be sized as required by NFPA 780.The grounding electrode shall be minimum size of 5/8 inch diameter and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height.

(If Enhanced Corrosion Protection is required, include this wording)

9. Enhanced corrosion protection package: Due to the potentially corrosive environment for this project, manufacturers must provide documentation that their products meet the following enhanced requirements in addition to the standard durability protection specified above:

   a) Exposed carbon steel horizontal surfaces on the crossarm assembly shall be galvanized to no less than a five (5) mil average thickness.

   b) Exposed die cast aluminum components shall be Type II anodized per MIL-STD-8625 and coated with high performance polyester.

   c) Exposed extruded aluminum components shall be Type II anodized per MIL-STD-8625 and coated with high performance polyester.

D. Safety: All system components shall be UL listed for the appropriate application.

2.2 ELECTRICAL

A. Electric Power Requirements for the Sports Lighting Equipment:
   1. Electric power: _____ Volt, _____ Phase
   2. Maximum total voltage drop: Voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.

B. Energy Consumption: The kW consumption for the field lighting system shall be no more than 31.19 kW.

2.3 CONTROL

A. Instant On/Off Capabilities: System shall provide for instant on/off of luminaires.

B. Lighting contactor cabinet(s) constructed of NEMA Type 4 aluminum, designed for easy installation with contactors, labeled to match field diagrams and electrical design. Manual off-on-auto selector switches shall be provided.

C. Contactor control of lights: To minimize wear on drivers and other electrical components and prevent lights from turning on due to communication loss, circuits must be controlled via contactor

switching, not dimming driver output to zero.

D. Dimming: System shall provide for 3-stage dimming (high-medium-low Dimming will be set via scheduling options (Website, app, phone, email)

E. Remote Lighting Control System: System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields to only having permission to execute "early off" commands by phone. Scheduling tool shall be capable of setting curfew limits.

Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.

F. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The controller shall determine switch position (manual or auto) and contactor status (open or closed).

G. Management Tools: Manufacturer shall provide a web-based database and dashboard tool of actual field usage and provide reports by facility and user group. Dashboard shall also show current status of luminaire outages, control operation and service. Mobile application will be provided suitable for IOS and Android devices.

Hours of Usage: Manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner.

1. Cumulative hours: shall be tracked to show the total hours used by the facility.
2. Report hours saved by using early off and push buttons by users.

H. Communication Costs: Manufacturer shall include communication costs for operating the control and monitoring system for a period of 25 years.

I. Communication with luminaire drivers: Control system shall interface with drivers in electrical components enclosures by means of powerline communication.

2.4 STRUCTURAL PARAMETERS

(Use for 2020 FBC outside of the HVHZ and not a Public School)

A. Wind Loads: Wind loads shall be based on the 2023 Florida Building Code. Wind loads to be calculated using ASCE 7-22, an ultimate design wind speed of 170mph

B. Pole Structural Design: The stress analysis and safety factor of the poles shall conform to AASHTO 2013 Standard Specification for Structural Supports for Highway Signs, Luminaires, and Traffic Signals (LTS-6).

C. Foundation Design: If no geotechnical report is available, the foundation design shall be based on soils that meet or exceed those of a Class 4 material as defined by 2020 FBC Table 1806.2.

D. Foundation Drawings: Project specific foundation drawings stamped by a registered engineer in the state where the project is located are required. The foundation drawings must list the moment, shear (horizontal) force, and axial (vertical) force at ground level for each pole. These drawings must be submitted at time of bid to allow for accurate pricing.

PART 3 – EXECUTION

3.1 SOIL QUALITY CONTROL

A. It shall be the Contractor's responsibility to notify the Owner if soil conditions exist other than those on which the foundation design is based, or if the soil cannot be readily excavated. Contractor may issue a change order request / estimate for the Owner's approval / payment for additional costs associated with:

1. Providing engineered foundation embedment design by a registered engineer in the State of Florida for soils other than specified soil conditions;
2. Additional materials required to achieve alternate foundation;
3. Excavation and removal of materials other than normal soils, such as rock, caliche, etc.

3.2 DELIVERY TIMING

B. Delivery Timing Equipment On-Site: The equipment must be on-site 8-10 weeks from receipt of approved submittals and receipt of complete order information.

3.3 FIELD QUALITY CONTROL

A. Illumination Measurements: Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA RP-6-22.

B. Field Light Level Accountability

1. Light levels are guaranteed not to fall below the target maintained light levels for the entire warranty period of 25 years. These levels will be specifically stated as "guaranteed" on the illumination summary provided by the manufacturer.
2. The contractor/manufacturer shall be responsible for conducting initial light level testing and an additional inspection of the system, in the presence of the owner, one year from the date of commissioning of the lighting.
3. The contractor/manufacturer will be held responsible for any and all changes needed to bring these fields back to compliance for light levels and uniformities. Contractor/Manufacturer will be held responsible for any damage to the fields during these repairs.

C. Correcting Non-Conformance: If, in the opinion of the Owner or his appointed Representative, the actual performance levels including footcandles, uniformity ratios, uplight for aerial visibility, and offsite candela readings are not in conformance with the requirements of the performance specifications and submitted information, the Manufacturer shall be required to make adjustments to meet specifications and satisfy Owner.

3.4 WARRANTY AND GUARANTEE

A. 25-Year Warranty: Each manufacturer shall supply a signed warranty covering the entire system for 25 years from the date of shipment. Warranty shall guarantee specified light levels. Warranty shall cover all parts, labor, and equipment with no exceptions including but not limited to parts, pieces, diodes, attachments, or any other component initially provided. It is the manufacturer's responsibility, for the entire length of the 25 year contract, to replace any parts even if it is with another manufacturer. Manufacturer shall maintain specifically funded financial reserves to assure fulfillment of the warranty for the full term. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers.

B. Maintenance: Manufacturer shall monitor the performance of the lighting system, including on/off status, hours of usage and luminaire outage for 25 years from the date of equipment shipment. Parts and labor shall be covered such that individual luminaire outages will be repaired when the usage of any field is materially impacted. Manufacturer is responsible for removal and replacement of failed luminaires, including all parts, labor, shipping, and equipment rental associated with maintenance. Owner agrees to check fuses in the event of a luminaire outage.

PART 4 – DESIGN APPROVAL

4.1 PRE-BID SUBMITTAL REQUIREMENTS Non-Musco

A. Design Approval: The owner / engineer will review pre-bid submittals per section 4.1.B from all the manufacturers to ensure compliance to the specification 10 days prior to bid. If the design meets the design requirements of the specifications, a letter and/or addendum will be issued to the manufacturer indicating approval for the specific design submitted.

B. Approved Product: Musco's Light-Structure System™ with TLC for LED® is the approved product. All substitutions must provide a complete submittal package for approval as outlined in Submittal Information at the end of this section at least 10 days prior to bid. Special manufacturing to meet the standards of this specification may be required. An addendum will be issued prior to bid listing any other approved lighting manufacturers and designs.

C. All listed manufacturers not pre-approved shall submit the information at the end of this section at least 10 days prior to bid. An addendum will be issued prior to bid; listing approved lighting manufacturers and the design method to be used.

D. Bidders are required to bid only products that have been approved by this specification or addendum by the owner or owner's representative. Bids received that do not utilize an approved system/design, will be rejected.

REQUIRED SUBMITTAL INFORMATION FOR ALL MANUFACTURERS (NOT PRE-APPROVED) 10 DAYS PRIOR TO BID

All items listed below are mandatory, shall comply with the specification and be submitted according to pre-bid submittal requirements. Complete the Yes/No column to indicate compliance (Y) or noncompliance (N) for each item. ***Submit checklist below with submittal.***

Yes / No	Tab	Item	Description
	A	Letter/ Checklist	Listing of all information being submitted must be included on the table of contents. List the name of the manufacturer's local representative and his/her phone number. Signed submittal checklist to be included.
	B	Equipment Layout	Drawing(s) showing field layouts with pole locations
	C	On Field Lighting Design	Lighting design drawing(s) showing: a. Field Name, date, file number, prepared by b. Outline of field(s) being lighted, as well as pole locations referenced to the center of the field (x & y), Illuminance levels at grid spacing specified c. Pole height, number of fixtures per pole, horizontal and vertical aiming angles, as well as luminaire information including wattage, lumens and optics d. Height of light test meter above field surface. e. Summary table showing the number and spacing of grid points; average, minimum and maximum illuminance levels in foot candles (fc); uniformity including maximum to minimum ratio, coefficient of variance (CV), coefficient of utilization (CU) uniformity gradient; number of luminaries, total kilowatts, average tilt factor; light loss factor.
	D	Off Field Lighting Design	Lighting design drawing showing initial spill light levels along the boundary line (defined on bid drawings) in footcandles. Lighting design showing glare along the boundary line in candela. Light levels shall be taken at 30-foot intervals along the boundary line. Readings shall be taken with the meter orientation at both horizontal and aimed towards the most intense bank of lights.
	E	Photometric Report	Provide first page of photometric report for all luminaire types being proposed showing candela tabulations as defined by IESNA Publication LM-35-02. Photometric data shall be certified by laboratory with current National Voluntary Laboratory Accreditation Program or an independent testing facility with over 5 years experience.
	F	Performance Guarantee	Provide performance guarantee including a written commitment to undertake all corrections required to meet the performance requirements noted in these specifications at no expense to the owner. Light levels must be guaranteed to not fall below target levels for warranty period.
	G	Structural Calculations	Pole structural calculations and foundation design showing foundation shape, depth backfill requirements, rebar, and anchor bolts (if required). Pole base reaction forces shall be shown on the foundation drawing along with soil bearing pressures. Design must be stamped by a structural engineer in the state of Florida, if required by owner.
	H	Control & Monitoring System	Manufacturer of the control and monitoring system shall provide written definition and schematics for automated control system. They will also provide ten (10) references of customers currently using proposed system in the state of Florida.
	I	Electrical Distribution Plans	Manufacturer bidding an alternate product must include a revised electrical distribution plan including changes to service entrance, panels, and wire sizing, signed by a licensed Electrical Engineer in the state of Florida.
	J	Warranty	Provide written warranty information including all terms and conditions. Provide ten (10) references of customers currently under specified warranty in the state of Florida.
	K	Project References	Manufacturer to provide a list of ten (10) projects where the technology and specific fixture proposed for this project has been installed in the state of Florida. Reference list will include project name, project city, installation date, and if requested, contact name, and contact phone number.
	L	Product Information	Complete bill of material and current brochures/cut sheets for all products being provided.
	M	Delivery	Manufacturer shall supply an expected delivery timeframe from receipt of approved submittals and complete order information.

N	Non-Compliance	Manufacturer shall list all items that do not comply with the specifications. If in full compliance, tab may be omitted.

The information supplied herein shall be used for the purpose of complying with the specifications for Galaxy Park. By signing below, I agree that all requirements of the specifications have been met and that the manufacturer will be responsible for any future costs incurred to bring their equipment into compliance for all items not meeting specifications and not listed in the Non-Compliance section.

Manufacturer: _____ **Signature:** _____

Contact Name: _____ **Date:** _____/_____/_____

Contractor: _____ **Signature:** _____

TABLE OF CONTENTS

A. BILL OF MATERIALS

B. LIGHTING DESIGN

C. CONTROLS AND MONITORING

D. STRUCTURAL INFORMATION

E. WARRANTY

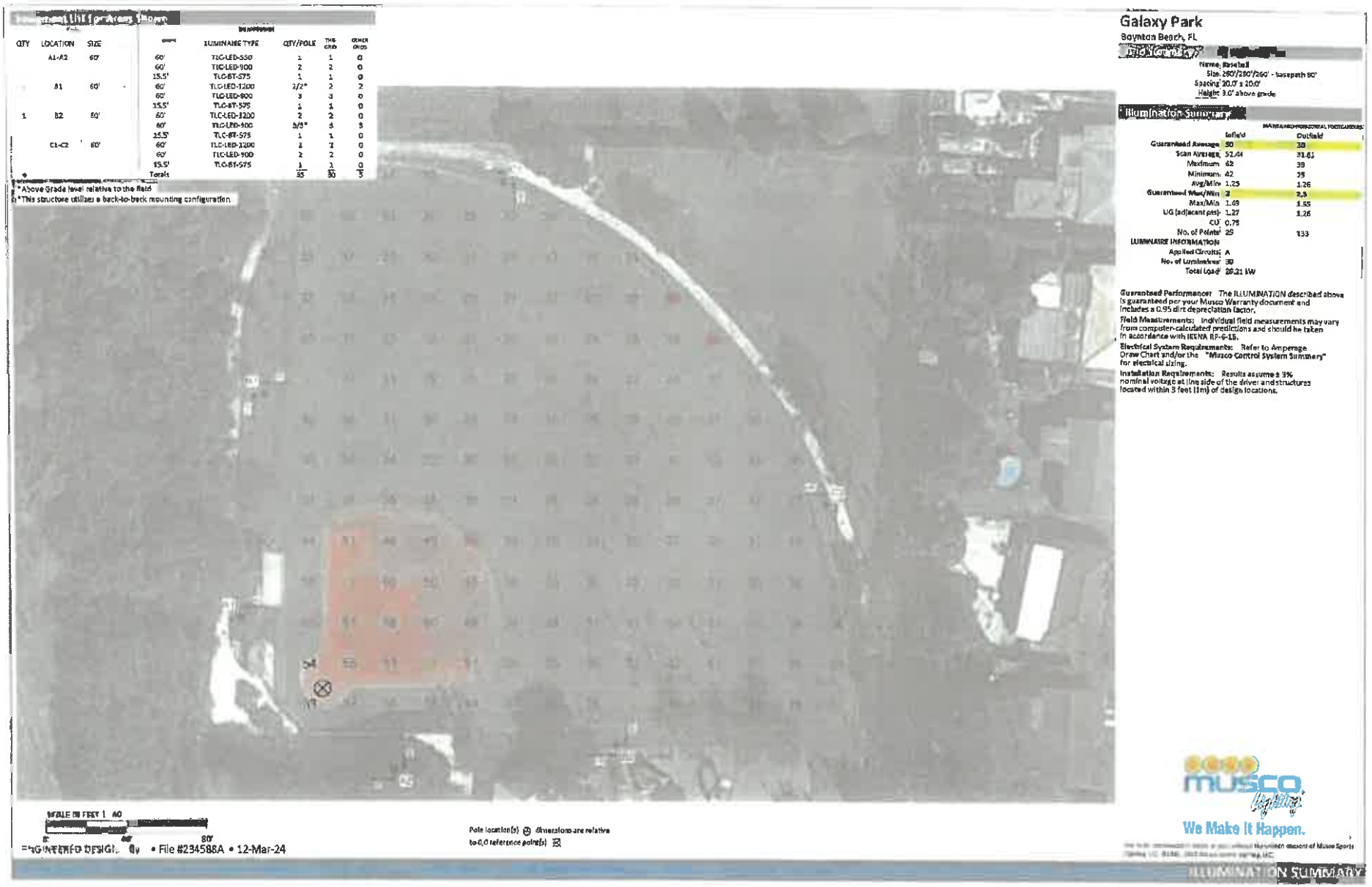
F. PRODUCT INFORMATION

A. BILL OF MATERIALS

Project Submittal: Bill of Materials

	Equipment Description
2	Light-Structure System™ Total Light Control™ TLC-LED-550 luminaires
17	Light-Structure System™ Total Light Control™ TLC-LED-900 luminaires
10	Light-Structure System™ Total Light Control™ TLC-LED-1200 luminaires
6	Light-Structure System™ Total Light Control™ TLC-BT-575 luminaires
6	60 ft galvanized steel poles
6	Pre-cast concrete foundations 9,500 PSI, with integrated grounding
✓	Factory wired and assembled pole to luminaire assemblies
✓	Factory wired electrical component enclosures
✓	Factory built wire harnesses with plug-in connections
	Controls
1	24" x 48" Control and monitoring cabinet
✓	High/medium/low dimming
1	30-amp contactors
3	60-amp contactors
2	On-Off-Auto (OOA) switches
	Warranty
✓	Musco's Constant 25™ product assurance and warranty program that eliminates 100% maintenance costs for 25 years, including labor, materials, monitoring and guaranteed light levels.

B. LIGHTING DESIGN


Luminaire List for Array shown
QTY LOCATION SIZE
A1-A2 60'
B1 60'
B2 60'
C1-C2 60'
LUMINAIRE
LUMINAIRE TYPE QTY/POLE THIS GRID OTHER GRIDS
60' TLC-LED-550 1 1 0
60' TLC-LED-900 2 2 0
15.5' TLC-BT-575 1 1 0
60' TLC-LED-1200 2/2* 2 2
60' TLC-LED-900 3 3 0
15.5' TLC-BT-575 1 1 0
60' TLC-LED-1200 2 2 0
60' TLC-LED-900 3/3* 3 3
15.5' TLC-BT-575 1 1 0
60' TLC-LED-1200 2 2 0
60' TLC-LED-900 2 2 0
15.5' TLC-BT-575 1 1 0
Totals 45 30 5
* Above Grade level relative to the field
* This structure utilizes a back-to-back mounting configuration.
Galaxy Park
Boynton Beach, FL
Baseball
Size: 260'/280'/260' - basepath 90'
Spacing: 20.0' x 20.0'
Height: 9.0' above grade
Illumination Summary
MAINTAINED HORIZONTAL FOOTCANDLES
Infield Outfield
Guaranteed Average 30 30
Scan Average 52.44 31.61
Maximum 62 39
Minimum 42 25
Avg/Min 1.25 1.26
Guaranteed Max/Min 2 2.5
Max/Min 1.48 1.55
UG (adjacent pts) 1.27 1.26
CU 0.75
No. of Points 25 133
LUMINAIRE INFORMATION
Applied Circuits: A
No. of Luminaires: 30
Total Load: 28.21 kW
Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.
Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.
Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.
Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.
SCALE IN FEET 1 40
0' 40' 80'
ENGINEERED DESIGN • File #234588A • 12-Mar-24
Pole location(s) dimensions are relative to 0,0 reference point(s)
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ILLUMINATION SUMMARY

Pole				Luminaires			
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
2	A1-A2	60'	-	60'	TLC-LED-550	1	1	0
				60'	TLC-LED-900	2	2	0
				15.5'	TLC-BT-575	1	1	0
1	B1	60'		60'	TLC-LED-1200	2/3*	4	0
				60'	TLC-LED-900	3	3	0
				15.5'	TLC-BT-575	1	1	0
1	B2	60'	-	60'	TLC-LED-1200	2	2	0
				60'	TLC-LED-900	3/3*	6	0
				15.5'	TLC-BT-575	1	1	0
2	C1-C2	60'	-	60'	TLC-LED-1200	2	2	0
				60'	TLC-LED-900	2	2	0
				15.5'	TLC-BT-575	1	1	0
6				Totals		33	33	0

*Above Grade level relative to the field

*This structure utilizes a back-to-back mounting configuration

Galaxy Park

Boynton Beach, FL

Grid Summary

Arrays filters - [redacted]

[redacted] W (C) x 80.0'

Height: 3.0' above grade

Illumination Summary

	Entire Grid
Scan Average	880.8110
Maximum	9965.28
Minimum	0.00
CU	0.000
No. of Points	83

LUMINAIRE INFORMATION

Applied Circuits	A,B
No. of luminaires	33
Total Load	31.16 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 5% nominal voltage at the side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 80

0' 90' 180'

ENGINEERED BY: • File #234588A • 12-Mar-24

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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ILLUMINATION SUMMARY



Galaxy Park

Boynton Beach, FL

Equipment Layout

INCLUDES:
- Baseball

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ±5% nominal voltage at the side of the driver and structures located within 3 feet (1m) of design locations.

Equipment List for Area Shown

QTY	LOCATION	POLE SIZE	POLE ORIENTATION	LUMINAIRE MOUNTING HEIGHT ABOVE MOUNT LEVEL	LUMINAIRE TYPE	QTY/POLE
	A1-A2	60'		60'	TLC-LED-550	1
				60'	TLC-LED-900	2
				15.5'	TLC-ST-575	1
1	B1	60'		60'	TLC-LED-1200	2*
				60'	TLC-LED-900	3
				15.5'	TLC-ST-575	1
1	B2	60'		60'	TLC-LED-1200	2
				60'	TLC-LED-900	3/3*
				15.5'	TLC-ST-575	1
3	C1-C2	60'		60'	TLC-LED-1200	2
				60'	TLC-LED-900	2
				15.5'	TLC-ST-575	1
						35

*This structure utilizes a back-to-back mounting configuration

Equipment Details

Driver Specifications	Amperage Per Luminaire						
(All Units Ordered Burned)	Voltage Check						
Single Phase Voltage	208 (A/D)	220 (A/D)	240 (A/D)	277 (A/D)	347 (A/D)	380 (A/D)	480 (A/D)
TLC-ST-575	2.5	2.4	2.3	2.0	2.0	1.8	1.5
TLC-LED-1200	6.5	6.5	6.5	5.6	4.8	4.8	4.8
TLC-LED-550	2.2	2.0	1.8	1.6	1.4	1.3	1.0
TLC-LED-900	3.6	3.5	3.3	2.8	2.5	2.4	2.0

SCALE IN FEET 1 : 60

0' 60' 120'

ENGINEERED DESIGN By: • File #294588A • 12-Mar-24

Pole location(s) ⊕ dimensions are relative to (0,0 reference point(s) ⊠

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EQUIPMENT LAYOUT

QTY	LOCATION	SIZE	Mounting Height	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS LEVEL	OTHER LEVELS
2	A1-A2	60'		60'	TLC-LED-550	1	1	0
				60'	TLC-LED-900	2	2	0
				15.5'	TLC-BT-575	1	1	0
1	B1	60'		60'	TLC-LED-1200	2/2*	4	0
				60'	TLC-LED-900	3	3	0
				15.5'	TLC-BT-575	1	1	0
1	B2	60'		60'	TLC-LED-1200	2	2	0
				60'	TLC-LED-900	4/3*	4	0
				15.5'	TLC-BT-575	1	1	0
	C1-C2	60'		60'	TLC-LED-1200	2	2	0
				60'	TLC-LED-900	2	2	0
				15.5'	TLC-BT-575	1	1	0
6				Totals		35	35	0

* Above Grade level relative to the field
*This structure utilizes a back-to-back mounting configuration

Galaxy Park

Boynton Beach, FL

Warm Spill - 150'
Spacing 30.0' x 30.0'
Height 3.0' above grade

MAINTAINED HORIZONTAL FOOTCANDLES

	Entire Grid
Scan Average	0.0580
Maximum	0.35
Minimum	0.00
CU	0.00
No. of Points	63

LUMINAIRE INFORMATION

Applied Circuits	A,B
No. of Luminaires	35
Total Load	31.19 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 5% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 80

0' 80' 160'

ENGINEERED DESIGN By: • File #234588A • 12-Mar-24

Pole location(s) ⊖ dimensions are relative to 0,0 reference point(s) ⊠

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ILLUMINATION SUMMARY

Equipment List For Areas Shown

QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
2	A1-A2	60'	-	60'	TLC-LED-550	1	1	0
				60'	TLC-LED-900	2	2	0
				15.5'	TLC-BT-575	1	1	0
1	B1	60'		60'	TLC-LED-1200	2/2*	4	0
				60'	TLC-LED-900	3	3	0
				15.5'	TLC-BT-575	1	1	0
1	B2	60'		60'	TLC-LED-1200	2	2	0
				60'	TLC-LED-900	3/3*	5	0
				15.5'	TLC-BT-575	1	1	0
2	C1-C2	60'		60'	TLC-LED-1200	2	2	0
				60'	TLC-LED-900	2	2	0
				15.5'	TLC-BT-575	1	1	0
6				Totals		15	15	0

*Above Grade level relative to the field
*This structure utilizes a back-to-back mounting configuration

Galaxy Park

Boynton Beach, FL

Name Split - 350'
Spacing 350.0' x 350.0'
Height 60.0' above grade

MAINTAINED HORIZONTAL FOOTCANDLES

	Entire Grid
Scan Average:	0.0148
Maximum:	0.13
Minimum:	0.00
CU:	0.00
No. of Points:	63

LUMINAIRE INFORMATION

Applied Circuits:	A,B
No. of Luminaires:	33
Total Load:	31.39 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 5% nominal voltage at the side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 80

0' 180' 360'

ENGINEERED DESIGN • File #234588A • 12-Mar-24

Pole location(s) @ dimensions are relative to 0,0 reference point(s)

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ILLUMINATION SUMMARY

Equipment List for Areas Shown

QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL*	LUMINAIRE TYPE	TT/**/HS	THS GRID	OTHER GRID
1	B1	60'	-	60'	TLC-LED-1200	2/2*	2	2
				60'	TLC-LED-900	3	0	3
				15.5'	TLC-BT-575	1	0	1
1	B2	60'		60'	TLC-LED-1200	2	0	2
				60'	TLC-LED-900	3/3*	3	3
				15.5'	TLC-BT-575	1	0	1
2				Totals		17	5	

*Above Grade level relative to the field
*This structure utilizes a back-to-back mounting configuration

Galaxy Park

Boynton Beach, FL

[redacted]

Name: Warmup Area
Size: 260'x200'/260' - basepath 60'
Spacing: 20.0' x 20.0'
Height: 3.0' above grade

Illumination Summary

MAINTAINED HORIZONTAL FOOTCANDLES

	Entire Field
Scan Average	5
Maximum	38
Minimum	3.8
Avg/Min	1.37
Max/Min	2
UG (adjacent pts)	1.11
CU	0.76
No. of Points	36

LUMINAIRE INFORMATION

Applied Circuits	B
No. of Luminaires	5
Total Load	4.98 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 5% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 30

0' 30' 60'

ENGINEERED DESIGN By: • File #234588A • 12-Mar-24

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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[redacted]

ILLUMINATION SUMMARY

QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL*	LUMINAIRE TYPE	QTY/POLE	TWIN ARM	OTHER ARM
1	B1	60'		60'	TLC-LED-1200	2/2"	2	2
				60'	TLC-LED-900	3	0	3
				15.5'	TLC-ST-575	1	0	1
1	B2	60'		60'	TLC-LED-1200	2	0	2
				60'	TLC-LED-900	3/3*	3	5
				15.5'	TLC-ST-575	1	0	1
2				Totals		17	5	12

*Above Grade level relative to the field

*This structure utilizes a back-to-back mounting configuration



SCALE IN FEET 1 : 20

0' 20' 40'

ENGINEERED [illegible] By: [illegible] #234588A • 12-Mar-24

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s)

Galaxy Park

Boynton Beach, FL

Name: Playground
Size: 280'/280'/295' - basepath 60'
Spacing: 50.0' x 100'
Height: 9.0' above grade

	Entire Grid
Scan Average	35.26
Maximum	64
Minimum	19
Avg/Min	1.75
Max/Min	3.30
UG (adjacent pts)	1.87
CU	0.56
No. of Points	63
LUMINAIRE INFORMATION	
Applied Circuits	6
No. of Luminaires	5
Total Load	4.58 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

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ILLUMINATION SUMMARY

C. CONTROLS AND MONITORING

System Requirements: Control System Summary

Project Name: Galaxy Park | Project #: 234588
Control System ID: 1 of 1
Distribution Panel Location/ID: Service One

Project Information

Control System

Control System ID:
Control System Type: Control-Link® Control and Monitoring System
Communication Type: PowerLine-ST

Power Requirements

Control cabinet(s):

Control voltage (phase to neutral)	120/60
VA loading - Inrush	1553.0
VA loading - Sealed	180.0

Lighting Circuits:

Voltage/Hertz/Phase	240/60/1

Project Notes:

Preliminary Plans - Note 1
Confirm all details - see Note 2

Equipment Listing

Description	Qty	Size (in)
Control and monitoring cabinet - primary	1	24 X 48
Contactors, 30 amperes	1	
Contactors, 60 amperes	3	
Off/On/Auto switches	2	

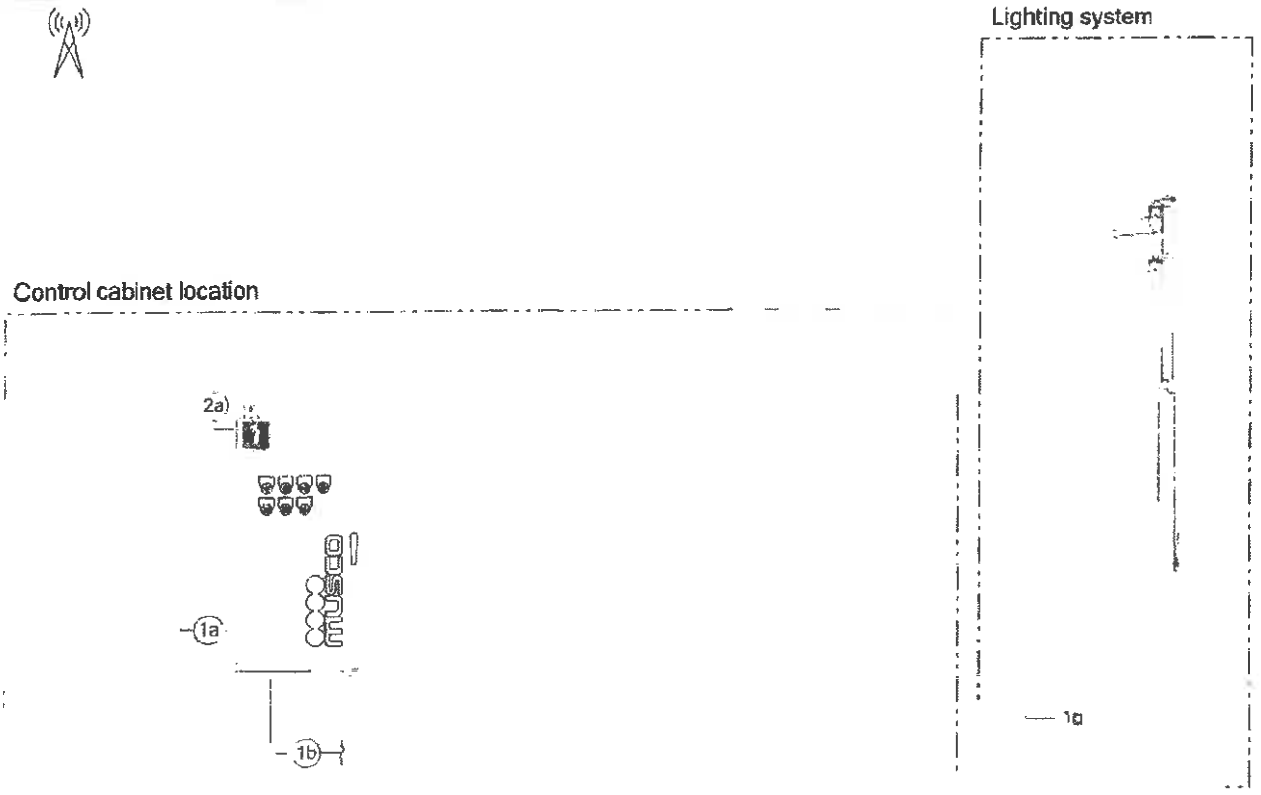
Important Notes:

1. Please confirm that the lighting circuit voltage listed above is accurate for this facility. This is the voltage/phase being connected and utilized at each lighting pole's electrical components enclosure disconnect. Inaccurate voltage/phase can result in additional costs and delays. Contact your Musco sales representative to confirm this item.
2. In a 3 phase design, all 3 phases are to be run to each pole location. Musco's single phase luminaires come pre-wired to utilize all 3 phases across the entire facility.
3. One contactor is required for each circuit at each pole location. Contactors are 3 pole and 100% rated for the published continuous load.
4. If the lighting system will be fed from more than one distribution location, additional equipment may be required. Contact your Musco sales representative.
5. Size overcurrent devices using the full load amps column of the Circuit Summary by Switch chart (Minimum power factor is 0.9). Size conduit per code unless otherwise specified as larger to allow for harness connectors.
6. Avoid use of in-ground junction/pull boxes when possible. If used, all wire connectors must be UL listed for Wet Locations to prevent leakage current.
7. Control power wiring must be in separate conduit from line or load power wiring. Communication cables must be in separate conduit from any power wiring.
8. Refer to Installation Instructions for more details on equipment information and the installation requirements.

System Requirements: Control System Summary

Project Name: Galaxy Park | Project #: 234588
Control System ID: 1 of 1
Distribution Panel Location/ID: Service One

Equipment Layout and Connection Details



Connection Details

ID	Description
1a	Line power to contactors, and equipment grounding conductor. Requires one circuit per contactor, size wiring per load and voltage drop.
1b	Load power from contactors, and equipment grounding conductor. Requires one circuit per contactor, size wiring per load and voltage drop.
2a	Control power with equipment ground to control cabinet. Requires dedicated 20 A circuit. Provide transformer if control voltage not present.

Equipment

ID	Description
1	Control and monitoring cabinet - primary

System Requirements: Control System Summary

Circuit Summary

Switching Schedule	
Field/Switch Description	Switches
Baseball	1
Playground	2

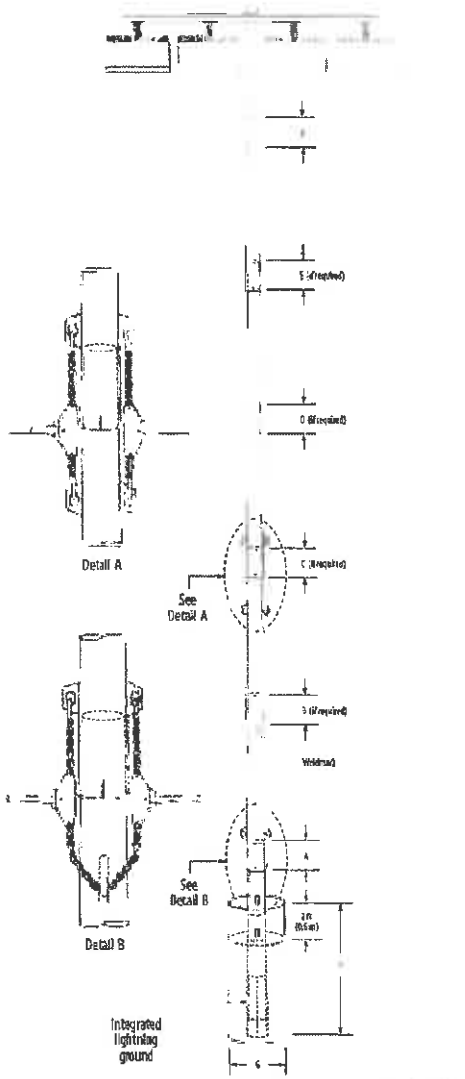
Control Module ID: 1

Lighting Circuit Voltage: 240/60/1

Circuit Summary by Switch							
Switch	Zone Description	Pole ID	Qty of Fixtures	Full load amperes	Contactor Size (Amps)	Cabinet #	Contactor ID
1	Baseball	A1, B1	10	43.17	60	1	C1
	Baseball	A2, B2	10	43.17	60	1	C2
	Baseball	C1, C2	10	47.88	60	1	C3
2	Playground	B1, B2	5	25.56	30	1	C4

D. STRUCTURAL INFORMATION

PRELIMINARY FOUNDATION AND POLE ASSEMBLY DRAWING



R60-G-00-cp04-01_F

TABLE 1: POLE ASSEMBLY

POLE ID	POLE HEIGHT ft (m)	# OF LUMINAIRES	ASSEMBLED POLE WEIGHT [3] lb (kg)
A1	60 (18.3)	4	1822 (826)
A2	60 (18.3)	4	1822 (826)
B1	60 (18.3)	6	2902 (1316)
B2	60 (18.3)	9	2978 (1350)
C1	60 (18.3)	5	2640 (1197)
C2	60 (18.3)	5	2640 (1197)

Pole Assembly Notes:

1. Steel pole should overlap concrete base and be seated tight with 1 1/2 ton come-alongs (contractor provided).
2. Align weldmarks on steel sections before assembling.
3. Assembled pole weight includes steel sections, crossarms, luminaires, and electrical components enclosures. If pole has stamped structural design then use pole weight listed as vertical force) on stamped structural design document.
4. Section overlap must be pulled together until tight. Overlap measurement should be +/- 6 in (150 mm).
5. This document is not intended for use as an assembly instruction. See *Installation Instructions: Light-Structure System™ Lighting System* for complete assembly procedure.

TABLE 2: FOUNDATION DETAILS

POLE ID	CONCRETE BASE WEIGHT lb(kg)	BURIAL INFORMATION [1,2] G in (mm)	H ft (m)	CONCRETE BACKFILL [2,3] yd³ (m³)	CUT BASE	LIGHTNING GROUND [5] TYPE	SUPPLEMENTAL INSTRUCTION
A1	3750 (1701)	30 (762)	14 (4.3)	1.6 (1.2)	NO	INTEGRATED [6]	N/A
A2	3750 (1701)	30 (762)	14 (4.3)	1.6 (1.2)	NO	INTEGRATED [6]	N/A
B1	5210 (2363)	30 (762)	16 (4.9)	1.6 (1.2)	NO	INTEGRATED [6]	N/A
B2	5210 (2363)	30 (762)	16 (4.9)	1.6 (1.2)	NO	INTEGRATED [6]	N/A
C1	5210 (2363)	30 (762)	16 (4.9)	1.6 (1.2)	NO	INTEGRATED [6]	N/A
C2	5210 (2363)	30 (762)	16 (4.9)	1.6 (1.2)	NO	INTEGRATED [6]	N/A

Foundation Notes:

1. Concrete backfill is calculated to 2 ft (0.6m) below grade (no overage included). Top 2 ft (0.6m) to be class 5 soil compacted to 95% density of surrounding undisturbed soil unless otherwise specified in stamped structural design.
2. Concrete backfill required 3000 lb/in² (20 MPa) minimum.
3. Foundation design per 2023 FBC, 170 mph, exposure category C, variation STD (Risk Category II).
4. Assumes IBC class 5 soils.
5. Standard bases include integrated lightning protection. If bases are cut, supplemental lightning protection is required. Contact Musco for materials and instruction.
6. Lightning protection is a manufacturer installed concrete encased electrode and connector. Ground connection is made when concrete base is installed and footing is poured. No additional steps required.

Datas[illegible] Park - Bo[illegible]m Beach, FL, USA
Date: 06/24/2024 Scale: Not to Scale
Representative: Tim Imhoff Page: 1 of 1
Project: 234668 PRELIMINARY

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E. WARRANTY

Musco Constant 25™

25-Year Product Assurance & Warranty Program

Project name: Galaxy Park Project number: 234588

Owner: City of Boynton Beach City: Boynton Beach State: FL

Covered product(s): Light-Structure System™ with TLC for LED™ technology

Date issued: Date of Shipment Expiration: Date of Shipment + 25 Years

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of your lighting system to original design criteria for 25 years. Musco products and services are guaranteed to perform on your project as detailed in this document.

Light Performance

Specified illumination levels will be maintained and are marked as guaranteed in the Musco Illumination Summary.

Individual luminaire outages that occur during the warranty and maintenance period are repaired when the usage of any field is materially impacted.

Spill Light Control

If specified, spill light levels at identified locations are guaranteed to be controlled to the maximum values provided in the Musco Illumination Summary.

Energy Consumption

Total average kW consumption for your lighting system is guaranteed to be not more than the total load shown in the Musco Illumination Summary.

Monitoring, Maintenance, and Control Services

Musco shall monitor the performance of your lighting system, including on/off status, hours of usage, and luminaire outages. If outages that affect playability are detected, Musco will contact you and proactively dispatch technicians.

On-off control of your lighting system is provided via an easy-to-use web site scheduling system, smartphone app, phone, email, or fax. Our trained Control-Link Central™ service center staff is available toll-free 24/7. Regular usage reports are always available on Control-Link Central's web site.

Structural Integrity

Your project has been designed to FBC, 2023, 170mph, Exposure C
Structural integrity of equipment manufactured by Musco is guaranteed.

Musco has a team of people to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our fulfillment of this warranty. Please keep this document as your signed contract guaranteeing comprehensive service for the 25 year period.

©2005, 2019 Musco Sports Lighting, LLC

Musco Constant 25™

25-Year Product Assurance & Warranty Program

Terms and Conditions

Service under this Contract is provided by Musco Sports Lighting, LLC ("Musco") or an authorized servicer approved by Musco. Services performed under this Contract shall consist of furnishing labor and parts necessary to restore the operation of the Covered Product(s) to original design criteria provided such service is necessitated by failure of the Covered Product(s) during normal usage. This Contract covers Product(s) consisting of Musco's Total Light Control – TLC for LED® with Control-Link® and any additional Musco manufactured product as listed on page 1.

"We", "us," and "our" mean Musco. "You" and "your" mean the purchaser of the Covered Product(s). No one has the authority to change this Contract without the prior written approval of Musco. Musco shall not assume responsibility for their agents or assignees other than as described below. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

Additional Provisions

1. **Availability of Service:** Control-Link Central™ operators shall be available 24/7 via web site, phone, fax, or email. Maintenance service specialists shall be available 8AM to 5PM Central Time, and services shall be rendered during these same hours in your local time zone, Monday through Friday (with the exception of national holidays). Hours of operation are subject to change without notice to you. Musco will exercise all reasonable efforts to perform service under this Contract, but will not be responsible for delays or failure in performing such services caused by adverse weather conditions, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other causes beyond its control.

2. **Determination of Repairs:** Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality.

3. **Your Requirements Under this Contract:** You must meet all electrical and installation requirements as specified by the manufacturer. In addition, you promise and assure full cooperation with Musco, Musco's technicians and authorized servicers during telephone diagnosis and repair of the Covered Product(s); reasonable accessibility of the Covered Product(s); a nonthreatening and safe environment for service.

   You agree to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric numbered enclosure. Musco will replenish spare fuses used.

   You agree to keep your control system online. This means keeping the required control voltage to the control system at all times. Any deviation from this practice must be discussed with Musco's Warranty Department.

4. **Service Limitations — This Contract does not cover:** Maintenance, repair, or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to Covered Product(s) parts or components, failure of existing structures, supporting electrical systems or any non-Musco equipment, or acts of God/nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes, or lightning).

5. **Contract Limitations:**

   a. EXCLUSIONS FROM COVERAGE: IN NO EVENT WILL MUSCO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE OTHERWISE AWAITING PARTS.

   b. Limitation of Liability: To the extent permitted by applicable law, the liability of Musco, if any, for any allegedly defective Covered Product(s) or components shall be limited to repair or replacement of the Covered Product(s) or components at Musco's option. THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S). ALL IMPLIED WARRANTIES WITH RESPECT TO THE COVERED PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.

   c. For the purposes of and by your acceptance of this Contract you acknowledge and agree that if a surety bond ("Bond") is provided the warranty and/or maintenance guarantee provided for in this Contract and any corresponding liability on behalf of the issuing surety under the Bond is limited to the first twelve (12) months of said warranty and/or maintenance guarantee coverage period. Any warranty and/or guarantee coverage period in excess of said initial 12 month period does not fall within the scope of the Bond and shall be the sole responsibility of Musco.

   d. Musco requires reasonable access for a crane or man lift equipment to service the lighting system. Musco will not be responsible for damage from operating the vehicle on the property when the equipment is operated in the prescribed manner over the designated access route.

   e. Obsolescence or Environmental Restrictions: If during any maintenance or other work performed under this Warranty, any of the parts of the Covered Product(s) are found to be either obsolete, no longer available, or prohibited by any state of federal agency, Musco shall replace said parts with comparable parts and materials with equal operating characteristics solely at Musco's discretion. The cost of replacement of any obsolete cellular related technology shall be borne by you. Prior to completing any such work, Musco shall notify you of the cost (if any) you will incur in the replacement of such parts under this section.

6. **Transfer and Assignment:** Except to owners, you shall not have the right to assign or otherwise transfer your rights and obligations under this Contract except with the prior written consent of Musco; however, a successor in interest by merger, operation of law, assignment or purchase or otherwise of your entire business shall acquire all of your interests under this Contract.

7. **Governing Law:** Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced according to the laws of the State of Iowa.

8. **Subrogation:** In the event Musco repairs or replaces any Covered Product(s), parts or components due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, you agree to assign your rights of recovery to Musco. You will be reimbursed for any reasonable costs and expenses you may incur in connection with the assignment of your rights. You will be made whole before Musco retains any amounts it may recover.

Signature: __

Vice President of Sales

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M-1291-enUS-11

F. PRODUCT INFORMATION

REC25-013BR - RE-BID - GALAXY PARK FIELD LIGHTING PROJECT (CONTRACTOR) FEDERAL GRANT FUNDED PROJECT-(CDBG)

Opening Date: November 25, 2024 4:00 PM

Closing Date: December 19, 2024 3:00 PM

Vendor Details

Company Name:	Davco Electrical Contractors Corp
Does your company conduct business under any other name? If yes, please state:	Florida
Address:	4885 Park Ridge Blvd Boynton Beach, Florida 33426-8316
Contact:	Marcial Seni
Email:	mseni@davcoelectric.com
Phone:	561-732-3434
Fax:	561-732-3414
HST#:	59-2524138

Submission Details

Created On:	Wednesday December 18, 2024 11:32:43
Submitted On:	Thursday December 19, 2024 12:10:37
Submitted By:	Marcial Seni
Email:	mseni@davcoelectric.com
Transaction #:	1c232f6b-6f9e-4e70-b236-16dc000440a2
Submitter's IP Address:	206.40.48.6

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "**MANDATORY"** field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank.Do not enter a $0.00 dollar value.

BID SCHEDULE

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

The undersigned proposes to deliver the service in accordance with the specifications for "**GALAXY PARK FIELD LIGHTING".**

Line Item	DESCRIPTION	EST QTY	UNIT	Price *	Grand Total
1	Mobilization/Demobilization, Bonds & Insurance	1	Lump Sum	$52,369.1900	$ 52,369.19
2	Maintenance of Traffic	1	Lump Sum	$3,000.0000	$ 3,000.00
3	As-Built Record Drawings	1	Lump Sum	$9,840.0000	$ 9,840.00
4	All labor and materials required for installation	1	Lump Sum	$450,673.6900	$ 450,673.69
				Subtotal:	$ 515,882.88

Indemnification

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

The undersigned proposes to deliver the service in accordance with the specifications for "**GALAXY PARK FIELD LIGHTING".**

Line Item	DESCRIPTION	EST QTY	UNIT	Price	Grand Total
1	Indemnification	1	LS	$10.0000	$ 10.00
				Subtotal:	$ 10.00

Summary Table

Bid Form	Amount
BID SCHEDULE	$ 515,882.88
Indemnification	$ 10.00
Subtotal Contract Amount:	$ 515,892.88

Bid Questions

The following questions must be answered by the Bidder

Describe how your firm will handle Scheduled & Emergency Repair Scenarios.	As soon as Davco Electrical Contractors Corp is notified, we will mobilize within 24hours to make area safe and survey the area. We will order materials needed to repair park.

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 to make it an official part of with your Proposal responses.

☑ We will not be submitting for Confirmation of Minority Owned Business

Description	Response *	Comments	
			*
			*

Local Business Status Certification

I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2 below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

By checking the box that you are not submitting for "Local Business Status Certification" you declare that you are not a local business in the City of Boynton Beach.

☐ We will not be submitting for Local Business Status Certification

Is the business located within the City limits of Boynton Beach, Florida? *	Does the business have a business tax receipt issued in the current year? *	Is the business registered with the Florida Division of Corporations? *	Number of years in business *	Business license number *
◉ Yes ○ No	◉ Yes ○ No	◉ Yes ○ No	39years	25-00019687

Qualifications and Experience/Ability of Professional Personnel

Describe the experience and qualifications of all key Contractor and Sub-contractors players. Summarize the quality of the firm's support personnel and continuity of staff. Describe the ability to perform additional services and provide technical support throughout engagement.

Description	Response *
	Bruce David Collins Jr., President/Qualifier 48years experience
	Mark Komar, Vice President 48years experience
	Russell White Senior Project Manager 50years experience
	Mike Poling General Superintendent 30years experience
	NA

References

In order to be considered**, the Bidder must** list the minimum number of three (3) successfully completed or in progress projects within the last five (5) years of similar scope and complexity in the State of Florida, which shows experience and demonstrates expertise in providing the services as stated herein.

The City is interested in learning of other firms' or government agencies' experiences with your company; as such**, please do not list the City of Boynton Beach as a reference.**

Description	Reference 1 - Completed or In Progress *	Reference 2 - Completed or In Progress *	Reference 3 - Completed or In Progress *
	ITB#: Project Name: Pompano Community Park Softball Retrofit Project Address: 1660 NE 10th Street, Pompano Beach, FL.	ITB #: PR2303 / PR2305 Project Name: Ferrin & Commons Sports Lighting Project Address: 11921 Okeechobee Blvd., Royal Palm Beach, FL. 33411	ITB: P-35-21 Project Name: Weaver Community Park Lighting Project Address: 800 NW 16th Place, Pompano Beach, FL.
	Project Description: Replace existing sportlight fixtures on existing poles with new Musco LED sportslight fixtures on (4) softball fields. Also install new Musco control cabinet.	Project Description: Replace existing sportslight fixtures on existing poles. With new Musco LED sportslight fixtures on baseball fields and football field. Also installed new Musco control cabinet.	Project Description: Installed (73) new light poles and fixtures adjacent to the jog path. Installed (12) new poles and fixtures installed in the parking lot.
	Contract Amount: $191,000.00 Date of Completion: December 19,2024	Contract Amount: $284,262.00 Date of Completion: September 2024	Contract Amount: $267,055.00 Date of Completion: March 2023
	Owner: City of Pompano Beach Address: 1201 NE 5th Ave.,Pompano Beach, FL. 33060	Owner: Village of Royal Palm Beach Address: 1050 Royal Palm Beach, FL. 33411	Owner: City of Pompano Beach Address: 1201 NE 5th Avenue, Pompano Beach, FL. 33060
	Contact: Anthony Alhashemi Telephone#: 954-786-4029 Email: Anthony.Alhashemi@copbfl.com	Contact: Adamo DiSisto, PE Project Engineer Telephone#: 561-790-5163 Email: adsisto@royalpalmbeachfl.gov	Contact: Christopher Schlageter , CGC, Engineering Project Manager Telephone#: 954-786-4022 Email: Christopher.Schlageter@copbfl.com

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

Schedule of Sub-Consultants

The Undersigned Respondent proposes the following major subcontractors for the major areas of work for the Project. The Respondent 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. If not applicable or if no-subconsultants will be used in the performance of this Work, write "Not-Applicable" or "NONE" across the form.

☑

By clicking here I confirm that there are no Subcontractor(s)/Subconsultant(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Line Item	Name of Sub-Consultant *	Address of Sub-Consultant *	License No. *	Contract Amount *	Percentage (%) of Contract *
1					

Documents

Ensure your submission document(s) conforms to the following:

Documents should NOT have a security password, as City of Boynton Beach may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by City of Boynton Beach.

If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

DOCUMENTS THAT

MUST ACCOMPANY PROPOSAL

IN ORDER FOR SUBMITTAL

TO BE CONSIDERED

COMPLETE AND ACCEPTABLE

- a. Proposer's Qualification Statement - PROPSER'S QUALIFICATION STATEMENT.pdf - Thursday December 19, 2024 11:22:12
- b. Non-Collusion Affidavit of Proposer - NON-COLLUSION AFFIDAVIT AND CERTIFICATION OF PROPOSER.pdf - Thursday December 19, 2024 11:22:56
- c. E-Verify Form Under Section § 448.095 Florida Statutes - E-VERIFY FORM UNDER SECTION 448.095 FLORIDA STATUTES.pdf - Thursday December 19, 2024 11:23:30
- d. Certification Pursuant to Florida Statute § 287.135 - CERTIFICATION PURSUANT TO FLORIDA STATUTE.pdf - Thursday December 19, 2024 11:25:22
- e. Anti-Kickback Affidavit - ANTI-KICKBACK AFFIDAVIT.pdf - Thursday December 19, 2024 11:26:04
- f. Affidavit of Compliance with Foreign Entity Laws - AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS.pdf - Thursday December 19, 2024 11:26:49
- g. Affidavit of Compliance with Anti-Human Trafficking Laws - AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS.pdf - Thursday December 19, 2024 11:27:04
- Florida Professional Licenses, including evidence of required licenses and business permits, W-9 and Sunbiz - Florida Professional Licenses.pdf - Thursday December 19, 2024 11:47:41
- Compliance with the Dark Skies Award of Excellence Certificate - Galaxy Park - DarkSky OSL Approval Letter_2024-12.18.pdf - Thursday December 19, 2024 11:35:16
- Exhibits A – F – Federal Grant Requirements - EXHIBITS A-F-FEDERAL GRANT REQUIREMENTS.pdf - Thursday December 19, 2024 11:27:46
- Additional Document - 174732818 Notice Of Voluntary Dismissal.pdf - Thursday December 19, 2024 11:49:21

Bonding Upload Section

Refer to Bid Document

ATTENTION ALL INTERESTED BIDDERS:

All Bidders are required to submit a five percent (5%) Bid Bond with the Bid Form or the Bid shall be rejected as non-responsive. A one hundred percent (100%) Payment and Performance Bond is required upon notification by the City of the award the Contract to the selected firm.

No bids may be withdrawn for a period of ninety (90) days after the Bid opening. Bids must be accompanied by an acceptable 5% Bid Bond, cash, certified check, or money order. Said bid bond is to be furnished and executed by a surety company of recognized standing, authorized to do business in the State of Florida, and having a Registered Agent in Florida. The bid bond amount shall be 5% of the bid price and shall constitute a guarantee that the contractor, if awarded the contract, will enter into a written contract with the City to perform this work pursuant to the bid.

- Bid Bond 5% - Fully Executed Bid Bond for Galaxy Park.PDF - Thursday December 19, 2024 10:45:58

Addenda & Declarations

Background, Qualifications, and Terms

BACKGROUND:

The City of Boynton Beach serves an area of approximately 16.5 square miles with a population of approximately 80,000. The City provides services to its citizens in many areas, such as law enforcement, emergency medical services, fire control, water and sewer, library services, refuse collection, a municipal golf course, and various park sites and recreational services. The City was incorporated in 1920 and has operated under a Commission-Manager form of government (the City employs some 844 full-time and 41 part-time employees; it had total assets of almost $589 million and revenues of over $232 million for the fiscal year that ended September 30, 2023.

The City of Boynton Beach is seeking a qualified Contractor/Vendor for the installation of a new lighting system for Galaxy Park using LED lighting. The Contractor shall supply lighting equipment to meet or exceed the standards set forth in the specifications. The Contractor/Vendor shall furnish, install, and provide all labor and materials to complete the installation of the lighting system. The scope of work will be performed to completion based on the established bid pricing. Individual purchase orders will be issued by the City as required.

Lighting System with LED Light Source

Any items listed within this solicitation shall be "or approved equal." The City shall evaluate all submittals to ensure they meet the specifications outlined within this solicitation.

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Mark Komar, Vice President, Davco Electrical Contractors Corp

The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

PROPOSER'S QUALIFICATION STATEMENT

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: City of Boynton Beach
Procurement Services
100 E. Ocean Avenue
Boynton Beach, Florida 33435

Submitted By:
Name: Davco Electrical Contractors Corp
Address: 4885 Park Ridge Blvd
CITY, State, Zip: Boynton Beach FL. 33426-8316
Telephone No.: 561-732-3434
Fax No.: 561-732-3414
Email Address.: mkomar@davcoelectric.com

Check One	
Corporation	✓
Partnership	
Individual	
Other	

1. State the true, exact, correct, and complete name of the partnership, corporation, trade, or fictitious name under which you do business and the address of the place of business.

   The correct name of the Proposer is:
   Davco Electrical Contractors Corp

   The address of the principal place of business is:
   4885 Park Ridge Blvd.,Boynton Beach,FL. 33426

2. If Proposer is a corporation, answer the following:

   a. Date of Incorporation: April 24,1985
   b. State of Incorporation: Florida
   c. President's name: Bruce David Collins Jr.
   d. Vice President's name: Mark Komar
   e. Secretary's name: Sonna Lynn Collins
   f. Treasurer's name: Garrett Alexander Collins
   g. Name and address of Resident Agent: Bruce David Collins Jr 4885 Park Ridge Blvd.,Boynton Beach,FL. 33426

3. If Proposer is an individual or a partnership, answer the following:

a. Date of organization: NA

b. Name, address and ownership units of all partners:

NA

NA

NA

c. State whether general or limited partnership: NA

4. If Proposer is other than an individual, corporation, or partnership, describe the organization and give the name and address of principals:

Bruce David Collins Jr. President/Qualifer 4885 Park Ridge Blvd., Boynton Beach, FL. 33426-8316

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

None

6. How many years has your organization been in business under its present business name?

39years

Under what other former names has your organization operated?

None

7. Indicate registration, license numbers, or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach the certificate of competency and/or state registration.

EC13012606

8. Did you attend the Pre-Proposal Conference if any such conference was held?

YES [ ] NO [✓]

9. Have you ever failed to complete any work awarded to you? If so, state when, where, and why:

No

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

Bruce David Collins Jr President / Qualifier 48years

Mark Komar , Vice President 48years

Russell White Senior Project Manager 50years

11. State the name of the individual who will have personal supervision of the work:

Marcial Seni Jr / Project Manager

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Russell White Senior Project Manager

Danny Adams Senior Electrician

12. State the name and address of the attorney, if any, for the business of the Proposer:
Loren & Kean Law 7111 Fairway Drive, Suite#302 Palm Beach Gardens, FL. 33418

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:
Bruce David Collins Jr President/ Qualifier 100%

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Proposer:
None

15. State the name of the Surety Company which will be providing the bond (if applicable), and the name and address of the agent:
ACRISURE / Southeast Division- Delray Beach Office Kailee Rosenhaus Sr. Account Manager
220 Congress Park Drive, Suite 100 Delray Beach, FL. 33445

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

		Revenue Index Number
a.	Government Related Work	$10,000,000.00
b.	Non-Governmental Related Work	$16,000,000.00
	Total Work (a +b):	$26,000,000.00

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

17. Bank References:

Bank **Address** **Telephone**

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Valley Bank 1700 Palm Beach Lakes Blvd. WPB, FL. 33401

Bret Premuroso 561-616-3084

18. Describe policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

Project will be assigned to a Project Manager. The project manager will create a budget, schedule of valve, construction schedule that the project superintendent will adhered to. The project manager will visit the site twice a week to see the status of the project. The project manager will monitor the budget and construction schedule very closely to make sure we stay on time and budget to meet the substantial completion per contract terms.

19. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

Its the job of every Davco Electrical Contractors Corp employee to provide quality control thru any project.

20. Is the financial statement submitted with your proposal (if applicable) for the identical organization named on page one?

YES [ ] NO [✓]

21. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

Please contact Faith Kulla 561-732-3434 for financial documents.

22. What will be your turnaround time for written responses to City inquiries?

48hours

23. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries, or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

None

24. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Proposer 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 in which the dispute arose, and a description of the subject matter of the dispute.

Voluntary dismmissal with prejudice by plaintiff Davco Electrical Contractors Corp.

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

25. List and describe all criminal proceedings or hearings concerning business-related offenses to which the Proposer, its principals or officers, or predecessors' organization(s) were defendants.

None

26. Has the Proposer, its principals, officers, or predecessors' organization(s) been convicted of a Public Entity Crime, debarred, or suspended from bidding by any government during the last five (5) years? If so, provide details.

None

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the owner in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the owner to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) _____
Mark Komar

(Title) Vice President

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing document was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19 day of Dec, 2024 by MARK KOMAR as V.P. of Jako Electrical Co. who is personally known to me or who has produced _____ as identification.

_____
Notary Public (Signature)

My Commission Expires: _____

FAITH L. KULLA
Commission # HH 153418
Expires November 13, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

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NON-COLLUSION AFFIDAVIT AND CERTIFICATION OF PROPOSER

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

State of Florida)

:

County of Palm Beach)

Mark Komar, being first duly sworn, deposes and says that:

1) He/She is Vice President (Title) of Davco Electrical Contractors Corp (Name of Corporation or Integrator), the proposer that has submitted the attached BID:

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

3) By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion;

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, integrator 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, integrator 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 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

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.

6) BIDDER shall disclose below, to their best knowledge, any City of Boynton Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2022), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Boynton Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

7) Failure to submit this executed statement as part of the bid shall make the bid non-responsive and not eligible for award consideration. In the event the BIDDER does not indicate any names, the CITY shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a BIDDER to disclose any

relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	RELATIONSHIP
None	None
None	None

Witnesses:

Typed name: Marcial Seni Jr / Project Manager

Typed name: Ken Shoaf / Project Coordinator

BIDDER:

Signed: _____

Name: Mark Komar

Title: Vice President

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19th day of Dec., 2024 by MARK KOMAR, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 19th day of Dec, 20 24

Faith L Kulla
Notary Public (Signature)

My Commission Expires:

FAITH L. KULLA
Commission # HH 153418
Expires November 13, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

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E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

Project Name: **Financial Auditing Services**

Solicitation No.: **FIN24-036**

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and
c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

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d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:	Davco Electrical Contractors Corp
Authorized Signature:	
Print Name:	Mark Komar
Title	Vice President
Date:	December 18,2024
Phone:	561-732-3434

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19 day of Dec, 2024, by MARK KOMAR on behalf of Davco Electrical Contractors. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

FAITH L. KULLA
Commission #HH 4...
Expires November 13, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

(Name of Notary Typed, Printed or Stamped)

Title or Rank

Serial number, if any

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CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 287.135

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

I, Mark Komar , Vice President , on behalf of Davco Electrical Contractors Corpcertify

Print Name and Title Company Name

that Davco Electrical Contractors Corp does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Consultant of the City's determination concerning the false certification. The Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

1) Contracting with companies for goods or services if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may

subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Davco Electrical Contractors Corp — COMPANY NAME

SIGNATURE

Mark Komar — PRINT NAME

Vice President — TITLE

December 18,2024

DATE

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19 day of Dec, 2024 by MARK KOMAR, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 19 day of Dec, 2024

Faith L Kulla
Notary Public (Signature)

FAITH L. KULLA
Commission # HH 153418
My Commission Expires:
Bonded Thru Troy Fain Insurance 800-385-7019

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ANTI-KICKBACK AFFIDAVIT

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

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, or gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____
NAME – SIGNATURE
Mark Komar, Vice President

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 19th day of Dec, 2024 by MARK KOMAR, who is personally known to me or who has produced _____ as identification.

Sworn and subscribed before me

this 19 Dec 2024

Printed Information:

Mark Komar
NAME

Vice President
TITLE

Faith L Kulla
NOTARY PUBLIC, State of Florida at Large

Davco Electrical Contractors Corp
COMPANY

FAITH L. KULLA
Commission # HH 153418
Expires November 13, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

"OFFICIAL NOTARY SEAL" STAMP

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AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: December 18, 2024

Signed: _____

Entity: Davco Electrical Contractors Corp

Name: Mark Komar

Title: Vice President

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19 day of Dec, 2024, by MARK KOMAR, as V.P. for Davco Electrical Cont Corp, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____

FAITH L. KULLA
Commission # HH 153413
Expires November 13, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

My commission expires: _____

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR
BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

TO BE COMPLETED AND UPLOADED ONLINE

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: December 18, 2024

Entity: Davco Electrical Contractors Corp

Signed: _____

Name: Mark Komar

Title: Vice President

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19 day of Dec, 2024, by MARK KOMAR, as V.P. for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____

FAITH L. KULLA
Commission # HH 153418
Expires November 13, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

My commission expires: _____

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR
BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

COLLINS JR, BRUCE DAVID

DAVCO ELECTRICAL CONTRACTORS CORP
4885 PARK RIDGE BLVD.
BOYNTON BEACH FL 33426-8316

LICENSE NUMBER: EC0000673

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/11/2024

Do not alter this document in any form.

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

366

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

COLLINS, GARRETT ALEXANDER

DAVCO ELECTRICAL CONTRACTORS CORP
4885 PARK RIDGE BLVD
BOYNTON BEACH FL 33426

LICENSE NUMBER: EC13012606

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/08/2024

Do not alter this document in any form.

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

City of Boynton Beach
Development Services
100 E. Ocean Ave.
Boynton Beach, FL 33435-0190

SEP 12 2023

**SINGLE-PIECE 1 SGL 140512BA05-A-1
56 1 SP 0.630

DAVCO ELECTRICAL
CONTRACTORS CORP
4885 PARK RIDGE BLVD UNIT A
BOYNTON BEACH FL 33426-8449

Dear Boynton Beach Business and Property Owners:

We appreciate your continued participation in supporting economic growth and viability of our City by maintaining your Certificate of Use and Occupancy & Local Business Tax.

In accordance with Chapter 13 of the City of Boynton Beach Municipal Ordinance, the document(s) below must be posted in a conspicuous place at your business or property. Should assistance be needed please contact the Development Services Department at (561)742-6350 or visit our website at www.boynton-beach.org.

↓ DETACH THE DOCUMENT BELOW AND POST CONSPICUOUSLY AT YOUR PLACE OF BUSINESS ↓

City of Boynton Beach Certificate of Use/Business Tax Receipt

Expires on September 30, 2024

Business Control Number: 0017947
Date Issued: 09/05/23
Business Name: Davco Electrical
Business Location: 4885 Park Ridge Blvd

Any changes in name, address, suite, ownership, etc. will require a new application.

COU/BTR Number	Classification Code	Classification	Additional Information
24-00019687	235310	CONTRACTOR, ELECTRICAL	B DAVID COLLINS JR

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

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

****LOCATED AT****
4885 PARK RIDGE BLVD
BOYNTON BEACH, FL 33426-0000

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
ELECTRICAL CONTRACTOR	COLLINS BRUCE DAVID JR	EC0000673	B24.641270 08/01/2024	$27.50	B40115015

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

DAVCO ELECTRICAL CONTRACTORS CORP
DAVCO ELECTRICAL CONTRACTORS CORP
4885 PARK RIDGE BLVD UNIT A
BOYNTON BEACH FL 33426-8449

47-1485

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200704185
EXPIRES: 09/30/2025

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

State of Florida
Department of State

I certify from the records of this office that DAVCO ELECTRICAL CONTRACTORS CORP. is a corporation organized under the laws of the State of Florida, filed on April 24, 1985.

The document number of this corporation is H53782.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on March 28, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-eighth day of March, 2024

Secretary of State

Tracking Number: 5597731601CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

PDF-XChange Click to buy NOW! www.docu-track.com

W-9

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Davco Electrical Contractors Corp.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

4885 Park Ridge Blvd.

Requester's name and address (optional)

6 City, state, and ZIP code

Boynton Beach, FL 33426

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	2	5	2	4	1	3	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Faith L Kuello Controller Date ▶ 1/15/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

DarkSky International
5049 E. Broadway Blvd. Ste. 105
Tucson, AZ 85711
tel +1-520-293-3198
www.darksky.org

To: Project Team

December 18th, 2024

Congratulations!

The lighting design for the Galaxy Park Ball Fields, Boynton Beach FL, has been reviewed and found to be in compliance with the DarkSky Outdoor Sports Lighting Program. This Letter of certification confirms your successful application of Phase I and allows you to apply for the Phase II Field Verification step.

We are proud to have you join the community of outdoor sports lighting facilities working to reduce light pollution and improve the environment. By adopting the DarkSky criteria for Outdoor Sports Lighting, your project will:

- Minimize neighborhood lighting nuisance by greatly reducing local spill light and glare
- Manage high angle light pollution, thus dramatically decreasing offsite light trespass and sky glow
- Mitigate neighborhood light pollution and sky glow, which will benefit the environment, the astronomy community, and others impacted by poorly designed outdoor sports facilities
- Minimize light output, thereby reducing energy consumption

Sincerely,

James Brigagliano LC, MIES, LEED Green Assoc.

Lighting Program Manager

James.brigagliano@darksky.org

BOARD OF DIRECTORS

Officers: Tom Reinert, President, U.S.A. / Nalayini Brito-Davies, Vice President, New Zealand / Brad Schlesselman, Treasurer, U.S.A. / Ken Walczak, Secretary, U.S.A. / Ruskin Hartley, Executive Director, U.S.A. / Charles Mudd, General Counsel, U.S.A. / **Members:** Fernando Avila Castro, Mexico / Doug Barker, U.S.A. / Kevin Gaston Ph.D., U.K. / Samyukta Manikumar, Kenya, Slovenia / Sergio Montúfar Codoñer, Guatemala / Sibylle Schroer, Germany / Mike Simmons, U.S.A. / Paulina Villalobos, Chile / Connie Walker, U.S.A.

EXHIBIT "A" - STATEMENT OF COMPLIANCE - TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER-INCOME PERSONS

A. The project assisted under this (ITB) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 70U. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

B. Notwithstanding any other provision of this (contract) (agreement), the (applicant) (recipient) shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued there under prior to the execution of this (contract) (agreement). The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.20 (b) of the regulations in all contracts for work in connection with the project. The (applicant) (recipient) certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

C. Compliance with the provision of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the City of the application for this (contract) (agreement), shall be a condition of the Federal financial assistance provided to the project, binding upon the (applicant) (recipient), its successors and assigns. Failure to fulfill these requirements shall subject the (applicant) (recipient), its Contractors and sub-Contractors, its successors, and assigns to the sanctions specified by the (contract) (agreement), and to such sanctions as are specified by 24 CFR Section 135.

Name of Contractor: Davco Electrical Contractors Corp.

Title of ITB or Spec: Galaxy Park Field Lighting Project

Spec # or ITB # or Purchase Order Bid No: REC25-013B

Will you hire new employees as a result of this contract? Yes [ ] No [✓]

Contractor: Davco Electrical Contractors Corp

Contractor's Signature and Title Date: December 18,2024

Mark Komar , Vice President

EXHIBIT "B" - CERTIFICATION FOR COMPLIANCE WITH CITY, COUNTY, STATE, FEDERAL LAWS, AND REGULATIONS

I, agree to comply with all City, County, State, and Federal laws and regulations, including, but not limited to the following:

CONFLICTS OF INTEREST

Contractor covenants that no person who presently exercises any functions or responsibility on behalf of the City of Boynton Beach in connection with this agreement has any personal financial interests, direct or indirect, with the Contractor. Contractor further covenants that, in the performance of any contract, no person having such conflicting interest, shall be employed by the Contractor. Any conflict of interest attributable to the Contractor or its employees must be disclosed in writing to the City of Boynton Beach upon discovery.

Contractor is aware of the conflict-of-interest laws of the State of Florida, particularly Chapter 112, Part III, Florida Statutes; and the United States Department of Housing and Urban Development, particularly, 24 CFR Part 570 § 570.611, and agrees to comply with all respects to those provisions fully.

EQUAL OPPORTUNITY

During the performance of this RFQ, the successful Contractor and its sub-Contractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its sub-Contractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity, genetic information or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its sub-Contractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all sub-Contractors, if any, will be made aware of and will comply with this nondiscrimination clause.
In the event local laws or ordinances governing equal opportunity apply as well, Contractor agrees to comply.

DEBARMENT/SUSPENSION

The Contractor certifies, by submission of this certification, that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.

ZONING CODES AND BUILDING CODES

Contractor must comply with the City of Boynton Beach Zoning and Building Codes, the Florida Building Code, local building codes, and other standards established by the City of Boynton Beach, as deemed necessary by such agency.

Signature: _____

Print Name: Mark Komar , Vice President

Date: December 18,2024

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19 day of Dec, 20 24, by MARK Komar, as V.P. for Darco Electrical Cont Corp, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Faith L Kulla State of Florida at Large (Seal)

Print Name: _____

FAITH L. KULLA
Commission # HH 153418
Expires November 13, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

My commission expires: _____

EXHIBIT "C" – STATE AND FEDERAL STATUTES, REGULATIONS, AND POLICIES

Through this agreement, the CDBG funds available to the Subrecipient constitute a subaward of DEO's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. All provisions apply to the awarded Contractor and any sub-contractors.

The contractor agrees to abide by and enforce all provisions outlined in the solicitation and grant agreement to the Contractor and any sub-contractors.

This agreement includes terms and conditions of DEO's Federal award that are imposed on the subrecipient, and the Subrecipient agrees to carry out its obligations in compliance with all the obligations described in this Agreement.

Signature: _____
Print Name: Mark Komar , Vice President
Date: December 18,2024

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 19 day of Dec, 2024 by MARK KOMAR, as V.P. for Davco Electrical Contractors, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____

FAITH L. KULLA
Commission # HH 153418
Expires November 13, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

My commission expires: _____

EXHIBIT "D" – BUILD AMERICA, BUY AMERICA ACT (BABA) - INFRASTRUCTURE PROJECTS WITH FEDERAL FUNDED

This provision does not apply where a valid waiver is in place. However, it may apply to funds expended before the waiver or after its expiration.

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.
d. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Signature: _____
Print Name: Mark Komar , Vice President
Date: December 18,2024
STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 19 day of Dec, 2024 by MARK KOMAR, as VP for Davco Electrical Cont Corp. who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Faith L Kulla State of Florida at Large (Seal)

Print Name: _____

FAITH L. KULLA
NOTARY PUBLIC STATE OF FLORIDA
Commission # HH 153418
Expires November 13, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

My commission expires: _____

EXHIBIT "E" - MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION

Per the requirements of 2 CFR Part 200 §200.321, the City of Boynton Beach encourages the active participation of minority businesses, women's business enterprises, and labor surplus areas firms as a part of any subsequent agreement whenever possible, either as prime contractors or subcontractors. If subcontracts are to be let, through a prime Contractor, that Contractor is required to take the affirmative steps listed in items (1) through (6) below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. The City shall require the prime contractor, if subcontracts are to be let, take the affirmative steps listed in paragraphs (1) through (5) of this section.

Through the submittal of this solicitation, CONTRACTOR confirms and affirms that CONTRACTOR have performed, to the best of their ability, all outreach to small/minority/women-owned businesses for sub-contracts outlined above:

Signature: _____
Print Name: Mark Komar , Vice President
Date: December 18,2024

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 19 day of Dec., 2024 by MARK Komar, as V.P. for Davco Electrical Contr Corp, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Faith L Kulla State of Florida at Large (Seal)

Print Name: _____

FAITH L. KULLA
Commission # HH 153418
Expires November 13, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

My commission expires: _____

EXHIBIT "F" – DAVIS BACON WAGES

This project is federally funded by CDBG and Davis bacon wages shall be applied to this project. Contractor agrees to abide by any Davis bacon wage table regarding this project.

DAVIS-BACON ACT (WHEN CONSTRUCTION AGREEMENT/CONTRACT VALUE IS GREATER THAN $2,000):

A. All transactions regarding the agreement/contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. §§ 3141-3144, and §§ 3146-3148 and the requirements of 29 C.F.R. pt. 5, as may be applicable.
B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
C. Additionally, Contractor are required to pay wages not less than once a week.

Through the completion of this exhibit, Contractor affirms that they will complete this project in accordance with all wages outlined in the applicable Davis bacon wage table.

Signature: _____

Print Name: Mark Komar , Vice President

Date: December 18,2024

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19 day of Dec., 2024, by MARK KOMAR, as V.P. for Davco Electrical Contractors, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Faith L Kulla State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____

FAITH L. KULLA
Commission # HH 153418
Expires November 13, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

BID BOND

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS, that Davco Electrical Contractors Corp. as Principal, and Arch 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 Amount Bid 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 November 25th, 20 24, for:

(GALAXY PARK FIELD LIGHTING)

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 25th day of November, 20 24, 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:

Davco Electrical Contractors Corp.
Name of Firm

WITNESS:

Markial Sewide Project Manager

Signature of Authorized Officer (affixed seal)
Bruce David Collins Jr.
President/Qualifier
Title

4885 Park Ridge Blvd.
Business Address

Boynton Beach, FL 33426
City and State

SURETY:

Arch Insurance Company
Corporate Surety

WITNESS:

Kailee Rosenhaus, Witness

Attorney-in-Fact (affix seal) Brett Rosenhaus, Attorney-in-Fact

Harborside 3, 210 Hudson Street, Suite 300,
Business Address

Jersey City, NJ 07311

City and State

Acrisure

Name of Local Insurance Agency

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Sonna Lynn Collins
Secretary (corporate seal)

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared by means of X physical presence or ___online notarization _____to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the ___ Arch Insurance Company and that he has been authorized by Arch Insurance Company to execute the foregoing bond on behalf of the Principal named therein in favor for the Owner, the City of Boynton Beach.

Notary Public State of Florida
Sabra Gambino
My Commission HH 432309
Expires 8/10/2027

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. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brett Rosenhaus of Delray Beach, FL, Charles D. Nielson, Charles J. Nielson, David R. Hoover and Jarrett Merlucci of Miami Lakes, FL (EACH) F. Danny Gann, Edward T. Ward and Audria R. Ward of Atlanta, GA (EACH) John R. Neu and Kevin Wojtowicz of St. Petersburg, FL (EACH) Laura D. Mosholder of Orlando, FL

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars ($150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:
"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **30th day of March, 2023**.

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company
CORPORATE SEAL 1971
Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
MICHELE TRIPODI, Notary Public
Philadelphia County
My Commission Expires July 31, 2025
Commission Number 1168622

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION
I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated March 30, 2023** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 25th **day of** November, **20** 24.

Regan A. Shulman, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Arch Insurance Company
CORPORATE SEAL 1971
Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

DAVCO ELECTRICAL CONTRACTORS CORP.,

Plaintiff,

v.

NGM INSURANCE COMPANY,

Defendant.
_____/

CASE NO.: CACE23-003189

NOTICE OF VOLUNTARY DISMISSAL WITH PREJUDICE

Plaintiff Davco Electrical Contractors Corp. voluntarily dismisses the above-styled action with prejudice pursuant to Florida Rule of Civil Procedure 1.420. No counterclaims or third-party claims in the above-styled action have been filed. Each party shall bear their own attorney's fees and costs.

Dated: June 6, 2023

LOREN & KEAN LAW
Attorneys for Plaintiff
7111 Fairway Drive, Suite 302
Palm Beach Gardens, FL 33418
Phone: (561) 615-5701
Fax: (561) 615-5708

s/ Kyle W. Ohlenschlaeger
KYLE W. OHLENSCHLAEGER
Florida Bar No. 111685
kohlenschlaeger@lorenkeanlaw.com
awhite@lorenkeanlaw.com

s/ Bruce E. Loren
BRUCE E. LOREN
Florida Bar No. 947105
bloren@lorenkeanlaw.com
clucht@lorenkeanlaw.com

REC25-013BR - RE-BID - GALAXY PARK FIELD LIGHTING PROJECT (CONTRACTOR) FEDERAL GRANT FUNDED PROJECT- (CDBG) - Quote Form - BID SCHEDULE

				Davco Electrical Contractors Corp		Moss Power Group	
				Submission 1		Submission 1	
Line Item	DESCRIPTION	EST QTY	UNIT	Price	Grand Total	Price	Grand Total
1	Mobilization/Demobilization Bonds & Insurance	1	Lump Sum	$ 52,369.1900	$52,369.19	$ 550,000.0000	$550,000.00
2	Maintenance of Traffic	1	Lump Sum	$ 3,000.0000	$3,000.00	$ 4,000.0000	$4,000.00
3	As-Built Record Drawings	1	Lump Sum	$ 9,840.0000	$9,840.00	$ 300.0000	$300.00
4	All labor and materials required for installation	1	Lump Sum	$ 450,673.6900	$450,673.69	$ 167,000.0000	$167,000.00
Subtotal:					**$515,882.88**		$721,300.00

CITY OF BOYNTON BEACH
INTEROFFICE MEMORANDUM
FINANCIAL SERVICES DEPARTMENT
PURCHASING DIVISION

TO:	**Gail Mootz, Manager, Real Estate and Special Projects**	**DATE:**	**January 16, 2025**
FROM:	**Rhonda Kaplan Sr. Procurement Specialist**	**RE:**	**REC25-013BR – Galaxy Park Field Lighting Project – CDBG Grant**

Recommendation:

To award to the low responsive bidder, **DAVCO ELECTRICAL CONTRACTORS CORP.** for **25-13Br – Galaxy Park Trail Lighting Project**, for the City of Boynton Beach.

X After review by Gail M.Mootz, we concur to recommend award to **Davco Electrical Contractors Corp.,** the low responsive and responsible bidder, in the total bid amount of **Five Hundred Fifteen Thousand, Eight Hundred Ninety - Two Dollars and Eighty Eight Cents ($515,892.88).**

_____ After review by Public Services, we do **NOT** concur to recommend award to the low responsive bidder, **Name of Lowest Responsive and Responsible Bidder.**

Specific and Detailed Reason(s) for Rejection. Attach further backup justification.

Authorized Signer: Gail M. Mootz

Manager, Real Estate & Special Projects

Signature: Date: 01/16/2025 Time: 2:43:29 PM

Date:

Cc: *Craig Clark, Director of Recreation and Cultural Services*
Fabien Desrouleaux, Assistant Director of Recreation and Cultural Services

Return to: Rhonda Kaplan, *Sr. Procurement Specialist, Purchasing Division*

RESOLUTION NO. R24-089

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FY2022 AND APPROVING A TRANSFER OF $86,002.80 FROM PARK IMPACT FEE FUND (141) TO BE EXPENDED ON (110) CDBG FUND; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Fiscal Year 2023 -2024 Budget was adopted on September 27, 2023; and

WHEREAS, the City of Boynton Beach receives an allocation of Federal Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD) annually. Staff proposes a Substantial Amendment to its HUD FY2022 Program Year to reprogram leftover funds included in the CDBG FY2022 Annual Action Plan; and

WHEREAS, a Substantial Plan Amendment is required when significant changes are identified for any new projects or current projects requiring a budget change amount in excess of 50 percent. In FY2022, the City funded projects that did not need or use their entire allocation, leaving the City with funds that must be reprogrammed. These activities include Planning and Administration $38,606.86, Acquisition of Property for Affordable Housing Purposes - Senior Rental Housing Program $243,202.67, Housing Rehabilitation Program $10,789.86, Housing Rehabilitation Administration $20,283.40 and Limited Rehabilitation Program $51,114.41; and

WHEREAS, the City currently has access to a total of $363,997.20 in past year's CDBG funds that need to be (re)allocated. None of these dollars can be used to fund public services or administration. These funds come from the following years:

FY2018 - $243,202.67

FY2019 - $51,114.41

FY2022 - $69,680.12

Total: $363,997.20; and

WHEREAS, HUD recommended staff reprogram funds from completed activities. Staff is recommending the City Commission reprogram leftover funds for the Public Facilities and Improvement Project – Galaxy Park Improvements, which includes field lighting, for a total project

cost of $450,000; and

WHEREAS, $363,997.20 will be reimbursed from CDBG to cover the field lighting, and $86,002.80 will be transferred from Park Impact Fee Fund 141-3432-513.91-10; and

WHEREAS, the Park Impact Fee Fund 141 will be adjusted from $175,260 to $261,263; and

WHEREAS, staff requests the Commission's approval to amend the Fiscal Year 2023-2024 budget as explicitly noted in **"Exhibit A."**

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 the Capital Appropriation Amendment Budget Year 2023-2024 for the Galaxy Park Field Improvements project, as further described in **"Exhibit A"** attached hereto.

SECTION 3. This Resolution shall take effect as provided by law.

[signatures on the following page]

PASSED AND ADOPTED this 7th day of May 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice Mayor – Aimee Kelley	Absent from Dais	
Commissioner – Angela Cruz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Thomas Turkin	✓	
VOTE	4-0	

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

Ty Penserga
Mayor

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

APPROVED AS TO FORM:

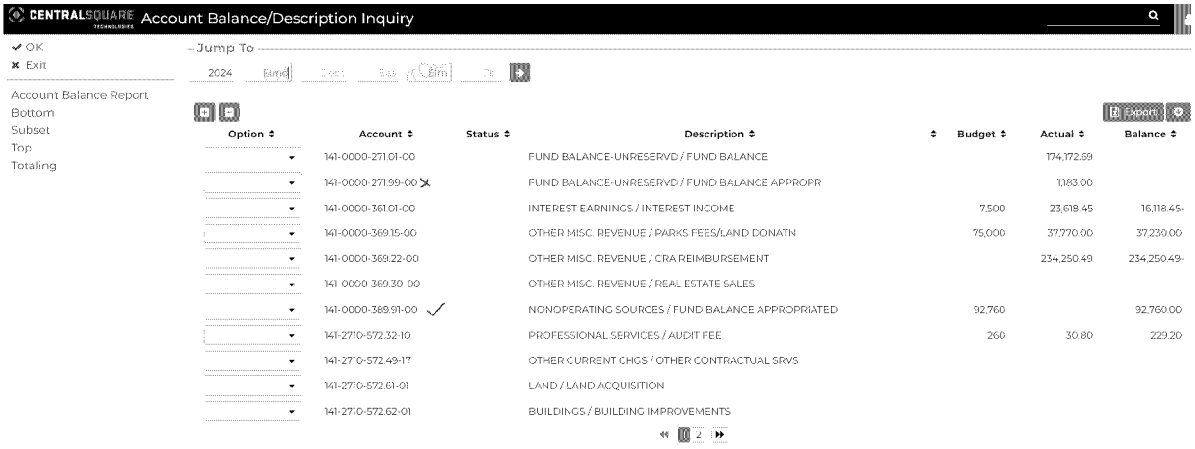
Shawna G. Lamb
City Attorney

CITY OF BOYNTON BEACH
CAPITAL APPROPRIATION AMENDMENTS
BUDGET YEAR 2023-24, Commission Meeting 05/07/24

R24-089
Exhibit A updated

		2023/24 ADOPTED BUDGET	Amendment Revenue	Amendment Budget	2023/24 AMENDED BUDGET	AMENDMENT related to PROJECT NUMBER	Project Name / Comments/ Vendor
PARKS & REC FAC TRUST FUND							
141-0000-389.91-00*	FUND BALANCE APPROPR	$ 92,760	86,003		$ 178,763		
* changed from 141-0000-271.99-00 due to scrivener's error							
	Adopted Fund Total Revenues	**$ 175,260**	**$ 86,003**		**$ 261,263**		
141-3432-513.91-10	TRANSFER TO / CDBG	-		86,003	86,003	RP2415	Galaxy Park Field Improvements
	Adopted Fund Total Expenses	**$ 175,260**		**$ 86,003**	**$ 261,263**		

Note: a Scrivener's error is a mistake made by someone who is writing or copying something down, like a typo or a misspelling.
The identified revenue source/account for this resolution should have been 141-0000-389.91-00. The fund level financial information is correct and not changed These modifications/revisions were discussed with both Legal and the City Clerk departments on October 4, 2024.



Capital Improvement Program
Project Information & Financial Plan Form

Project Title:	Galaxy Park Field Lighting		**Location:**	Rec & Parks	
Project #:			**Project Type:**	Improv/Renovation	
		Amount			
Project G/L #:	110-3432-513-62.01	$ 450,000.00	**Project Manager:**	Gail M. Mootz	Design
				Gail M. Mootz	Construction
			Project Duration	9 months	

PROJECT DESCRIPTION

Galaxy Park Improvements which include the field lighting.

PROJECT PICTURE (Copy and Paste or Insert)



BUSINESS CASE

These improvements will improve park usage, enhance aesthetics and provide a better level of service for our residents and visitors.

DISTRICT 1

PROJECT SCHEDULE	Start		Completion	
	Estimated	Actual	Estimated	Actual
Planning / Study				
Design	Mar-2024	May-2024		
Contract Advertise/Award				
Construction	Mar-2024	Sep-2024		
Project In Service Date				

PROJECT PRIORITY		
High		Critical - tied to mandates or safety
Medium	✔	Maintain level of service, operational savings
Low		Moderate benefit

PROJECT CRITERIA	
Replacement of Facilities/Equipment (New)	✔
Expansion of Facilities (Modification)	✔
Enhance Service to Public	
Regulatory or Commission Mandate	
Reduce Costs	
Generate Revenue	
Health & Safety	
Security / Fire Control	
ADA Complaince	

RISKS/CHALENGES

SOURCE OF FUNDS	**Prior Years**	**FY 23/24**	**FY 24/25**	**FY 25/26**	**FY 26/27**	**FY 27/28**	**Project Total**
General Gov't CIP Fund (302)							$ 0.00
Local Gov't Surtax Cap Fund (303)							$ 0.00
Local Option Gas Tax (104)							$ 0.00
Parks & Rec Trust Fund (141)		$ 86,002.80					$ 86,002.80
Rec Program Revenue Fund (172)							$ 0.00
Public Service Debt Fund (207)							$ 0.00
Utility Cap Improv Fund (403)							$ 0.00
Utility Cap Fees (404)							$ 0.00
Golf Fund (411)							$ 0.00
Debt							$ 0.00
Grant(s)		$ 363,997.20					$ 363,997.20
Grant Name(s):	(1) _____ and 0.00% % share)				(2) _____ and 0.00% % share)		
TOTAL	$ 0.00	$ 450,000.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 450,000.00

USE OF FUNDS	**Prior Years**	**FY 23/24**	**FY 24/25**	**FY 25/26**	**FY 26/27**	**FY 27/28**	**Project Total**
Planning/Design							$ 0.00
Construction		$ 450,000.00					$ 450,000.00
Furniture & Equipment							$ 0.00
Technology Software/Hardware							$ 0.00
Art (1% of Construction)							$ 0.00
Contingency							$ 0.00
Program Management							$ 0.00
TOTAL	$ 0.00	$ 450,000.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 450,000.00

Impact on Operating Budget	**Prior Years**	**FY 23/24**	**FY 24/25**	**FY 25/26**	**FY 26/27**	**FY 27/28**	**Project Total**
Revenues (List:_____)							$ 0.00
Personnel							$ 0.00
Other Operating							$ 0.00
Supplies							$ 0.00
Capital Outlay							$ 0.00
TOTAL	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

	Date		**Date**
Submitted by: Gail M. Mootz	04/23/24	**Dept. Director:** Wally Majors	04/23/24

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/ 4/2025

Proposed Resolution No. R25-034- Approve an Interlocal Agreement between the City of Boynton Beach and the Boynton Beach CRA for the reimbursement of construction costs associated with the Neighborhood Officer Policing Program located within the Boynton Beach Community Redevelopment Area.

Requested Action:

Staff recommends approval of Proposed Resolution No. R25-034.

Explanation of Request: In August 2024, CRA and City staff met with the Boynton Beach Police Department (BBPD) to review the build-out costs for the NOP office. Following these discussions, the BBPD committed to contributing $31,977.36 towards additional enhancements, with the CRA covering the remaining costs.

On December 5, 2024, the CRA received a final build-out cost estimate of $155,875 from CMC. Due to the increased costs, a revised ILA is needed to allocate additional CRA funding for construction, reimburse the City for the security infrastructure ($48,363.70), and clarify the City's contribution of $31,977.36 (security infrastructure/ furniture/fixtures).

This Interlocal Agreement supplements the prior agreements between the City and CRA related to the NOP office.

How will this affect city programs or services?

Being centrally located will foster greater community engagement, streamline communication between the CRA and other city departments, and create more opportunities for collaboration. Additionally, the proximity could allow for a more direct response to the needs of residents and businesses within the area, supporting economic development and revitalization efforts.

Budgeted Item: Yes

Account Line Item and Description: Revenue: 001-0000-369-22.00
Expense: 001-2110-521-64.02

Fiscal Impact:

The BBPD budgeted $31,977.36, and the additional $48,363.70 (cost associated for security infrastructure) will be funded through an amended budget paid on behalf of the CRA, with the

CRA reimbursing the city at a later date.

Attachments:
R25-034 Agenda_Item_2697-2025_Resolution_for_NOP_CRA_Interlocal_2025.docx
NOP Funding ILA.pdf
NOP ILA backup docs.pdf

RESOLUTION NO. R25-034

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR PROVIDING REIMBURSEMENT FOR THE CONSTRUCTION COSTS OF THE NEIGHBORHOOD OFFICER POLICING PROGRAM LOCATION LOCATED WITHIN THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AREA; AND FOR ALL OTHER PURPOSES.

WHEREAS, on May 9, 2023, the City of Boynton Beach ("City") and the City of Boynton Beach Community Redevelopment Agency ("BBCRA") entered into an Interlocal Agreement for providing the Neighborhood Officer Policing Program location located within the Boynton Beach Community Redevelopment Area ("NOP Office Agreement"), approved by City Resolution No. R23-064; and

WHEREAS, the Agreement provides for the construction and use of that certain unit identified in the NOP Office Agreement as Unit #8 as a neighborhood storefront police station for the Neighborhood Officer Policing Program ("NOP Office"); and

WHEREAS, the Agreement provides that the BBCRA will contribute $100,054.00 towards the construction of the NOP Office; and

WHEREAS, the City desires to enhance the NOP Office by including certain elements as part of the buildout of the NOP office; and

WHEREAS, the BBCRA desires to contribute funding to certain enhancements as part of the NOP Office construction; and

WHEREAS, the use of Unit #8 as a neighborhood storefront police station is found to be in furtherance of these goals and principles of the BBCRA plan; and

WHEREAS, the City and the BBCRA find that this Agreement serves a municipal and public purpose and is consistent with and in furtherance of the Community Redevelopment Plan and the requirements of Chapter 163, Florida Statutes; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve an Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency for providing

reimbursement for the construction costs of the Neighborhood Officer Policing Program location located within the Boynton Beach Community Redevelopment Area.

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, does hereby approve an Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency for providing reimbursement for the construction costs of the Neighborhood Officer Policing Program location located within the Boynton Beach Community Redevelopment Area (the “Agreement”), in form and substance similar to that attached as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement and this Resolution.

SECTION 4. Upon full execution of the Interlocal Agreement, the Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida, as required by Section 163.01(11), Florida Statutes, for interlocal agreements.

SECTION 5. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR PROVIDING REIMBURSEMENT FOR THE CONSTRUCTION COSTS OF THE NEIGHBORHOOD OFFICER POLICING PROGRAM LOCATION LOCATED WITHIN THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AREA.

THIS AGREEMENT ("Agreement") is made this _day of _____2025, by and between the **CITY OF BOYNTON BEACH,** a Florida municipal corporation, (hereinafter referred to as "City"), and the **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY,** a public body corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes (hereinafter referred to as the "BBCRA"). The City and BBCRA may be referred to herein individually as a "party" and collectively as the "parties."

WITNESSETH:

WHEREAS, the parties entered into an INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR PROVIDING THE NEIGHBORHOOD OFFICER POLICING PROGRAM LOCATION LOCATED WITHIN THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AREA ("NOP Office Agreement"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Agreement provides for the construction and use of that certain unit identified in the NOP Office Agreement as Unit #8 as a neighborhood storefront police station for the Neighborhood Officer Policing Program ("NOP Office"); and

WHEREAS, the Agreement provides that the BBCRA will contribute $100,054.00 towards the construction of the NOP Office; and

WHEREAS, the City desires to enhance the NOP Office by including certain elements as part of the buildout of the NOP office; and

WHEREAS, the BBCRA desires to contribute funding to certain enhancements as part of the NOP Office construction; and

WHEREAS, the use of Unit #8 as neighborhood storefront police station is found to be in

furtherance of these goals and principles of the BBCRA plan; and

WHEREAS, the City and the BBCRA find that this Agreement serves a municipal and public purpose, and is consistent with and in furtherance of the Community Redevelopment Plan and the requirements of Chapter 163, Florida Statutes;

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

1. **Recitations.** The recitations set forth above are hereby incorporated herein.
2. **Definitions.** Terms not otherwise defined herein shall have the meaning set forth in the NOP Office Agreement (including the Exhibits to the NOP Office Agreement). In the event of a conflict between a definition in this Agreement and a definition in the NOP Office Agreement, the terms in this Agreement shall control. All other terms shall have their ordinary dictionary definitions.
3. **Responsibilities.** The parties agree:
    a. **BBCRA Responsibilities.**
        i. **Tenant Buildout.** Except for the Enhancements (defined below) the BBCRA shall be responsible for contracting for and funding the tenant buildout in accordance with building plans that are mutually agreeable to the Parties. The funding for this responsibility is identified by the line item named "Tenant Buildout" in the NOP Office Buildout Budget attached hereto as Exhibit B, and hereby incorporated herein. Any overages in the cost of the tenant buildout shall be the funding responsibility of the BBCRA.
        ii. **Enhancement Funding.** The BBCRA shall be responsible for reimbursing the City for those certain enhancements specified in Exhibit B in an amount not to exceed the amount identified as "BBCRA Cost" in Exhibit B. For purposes of this Agreement, the term "Enhancement" shall mean each line item in Exhibit B other than the line item labeled "Tenant Buildout." The cost for individual line items may vary but in no case

shall the BBCRA's obligation to reimburse the City for the Enhancements exceed $48,363.70.

b. **City Responsibilities.** The City shall be responsible for contracting for and funding the Enhancements. Any overages in the cost of the Enhancements shall be the funding responsibility of the City. At present, the City estimates the cost to the City for the enhancements to be $31,977.36.

4. **Reimbursement.** To obtain reimbursement from the BBCRA for the Enhancements, the City shall provide a written request for reimbursement of funds ("Reimbursement Request") to the BBCRA no later than 30 days after payment by the City of funds for which it is seeking reimbursement, and in no case later than 90 days after the NOP Office has received its Certificate of Occupancy.

    a. The request shall include the following information:

        i. The amount of reimbursement requested;

        ii. A statement and evidence that the Enhancements are eligible expenses (as defined below) and are in compliance Florida Statutes.

        iii. Copies of all invoices, receipts, and any other documentation necessary to evidence the amount and purpose for each payment made by the City for the Enhancements for which the CITY is seeking reimbursement.

    b. Upon receipt of a complete Reimbursement Request from the City that meets the requirements of this Agreement, the BBCRA shall remit funding in the amount requested, consistent with this Agreement, to the City within thirty (30) days of receipt of the Reimbursement Request.

    c. If the City submits a Reimbursement Request that the BBCRA deems incomplete, the BBCRA shall notify the City in writing. The City shall have 30 days from receipt of the notice to provide the necessary documentation to complete the Reimbursement Request. If the City fails to provide the documentation required

by the BBCRA within 30 days, the City shall only be eligible for the portion of the Reimbursement Request, if any, that the BBCRA deems complete and eligible. The BBCRA will not reimburse the CITY for any portion of the request the BBCRA deems ineligible for reimbursement.

d. For purposes of this Agreement, "Eligible Expenses" are limited to expenses for the Enhancements that are permitted by Florida law.

5. **Coordination.** The parties shall endeavor to coordinate their respective contractors during construction of the NOP Office for the purpose of promoting efficient and cost-effective buildout of the NOP Office.

6. **Relationship to the NOP Office Agreement.** The Parties agree that nothing herein shall alter the terms of the NOP Office Agreement, as it may be amended from time to time, and that the sole purpose of this Agreement shall be to coordinate funding for the construction of the NOP Office.

7. **Notice and Contact.** All notices and requests concerning this Agreement shall be delivered via email to the Executive Director of the BBCRA (or his or her designee), or the City Manager (or his or her designee), as applicable, which email delivery shall be deemed "written" or "in writing" for purposes of this Agreement. Notices concerning default or termination, or requests for modifications to this Agreement shall also be delivered by email and by writing sent by one of (1) United States mail, return receipt requested, (2) courier, evidenced by a delivery receipt, or (3) by overnight express delivery service, evidenced by a delivery receipt, which notice or request shall be addressed to the person designated by each party for receipt of legal notice. At present, the parties designate the following for receipt of legal notice:

If to the BBCRA: Kathryn Rossmell
Lewis, Longman & Walker, PA
360 S. Rosemary Avenue
Suite 1100
West Palm Beach, FL 33401
krossmell@llw-law.com

If to the City: Shawna Lamb
City of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, FL 33435
lambs@bbfl.us

8. **Term.** This Agreement shall become valid and commence upon execution by the last party to this Agreement ("Effective Date"). This Agreement shall be in effect from the Effective Date and unless earlier terminated pursuant to the terms of this Agreement, shall automatically terminate upon the final reimbursement required by this agreement or 120 days after the NOP Office has received its Certificate of Occupancy, whichever is earlier.
9. **Public Records.** The City and the BBCRA 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 one year after the termination of the Agreement.
10. **Filing**. The City shall file this Agreement pursuant to the requirements of Section 163.01(11) of the Florida Statutes
11. **Sovereign Immunity.** Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the BBCRA or the City as set forth in Section 768.28, Florida Statutes.
12. **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 10 calendar days after receipt of written notice of such default from the other party, the party giving notice of default may terminate this Agreement through written notice to the other party. Failure of any party to exercise its right in the event of any default by the other party shall not constitute a waiver of such rights. No

party shall be deemed to have waived any rights related to the other party's failure to perform unless such waiver is in writing and executed 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. Notwithstanding the foregoing, in the event of a default by the either party, the exclusive remedy for such default shall be monetary, limited to actual damages incurred, and shall not exceed the amount actually paid to a contractor pursuant to the applicable contract for such contractor services.

13. **Entire Agreement.** This Agreement represents the entire and sole agreement and understanding between the parties concerning the subject matter expressed herein. No terms herein may be altered, except in writing and then only if signed by all the parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature, oral or written, concerning the subject matter expressed herein, are merged into this Agreement and the terms of this Agreement supersede all such other agreements. No extraneous information may be used to alter the terms of this Agreement.
14. **Severability.** The validity of any portion, article, paragraph, provision, clause, or any portion thereof of this Agreement shall have no force and effect upon the validity of any other part of portion hereof. To that end, this Agreement is declared severable.
15. **No Third Party Beneficiaries.** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the City or the BBCRA.
16. **No Assignment.** The Parties may not transfer or assign this Agreement in whole or in part, without prior written consent of the other, which may be granted or withheld at the other party's absolute discretion.

17. **Governing Law; Venue.** This Agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

18. **Survival.** The provisions of this Agreement regarding termination and records shall survive the expiration or termination of this Agreement and remain in full force and effect.

19. **Time is of the Essence.** The parties acknowledge that time is of the essence in the performance of the provisions in this Agreement.

20. **Counterparts and Transmission.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.

21. **Interpretation; Independent Advice**. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. The parties declare that the terms of this Agreement have been read and are fully understood. The parties understand that this is a binding legal document, and each party is advised to seek independent legal advice in connection with the matters referenced herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year written below.

Boynton Beach Community Redevelopment Agency

ATTEST: _____

By: _____

Print Name: TY PERRERGA

Title: CHAIR

Date: 1/14/2025

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
BBCRA Attorney

City of Boynton Beach, Florida

ATTEST: _____

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
City Attorney

EXHIBIT A

RESOLUTION NO. R23-064

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE USE OF UNIT 8 AT THE HEART OF BOYNTON SHOPS FOR THE NEIGHBORHOOD OFFICER POLICING (NOP) PROGRAM AND THE ASSOCIATED LEASE AGREEMENT WITH WELLS LANDING APARTMENTS, LLC FOR UNIT 8; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at the October 12, 2021, CRA Board meeting, the Board approved the relocation of the Neighborhood Officer Policing (NOP) Program office from the Ocean Breeze East Apartments to the E. MLK Jr. Boulevard Commercial portion of the mixed-use project; and

WHEREAS, as defined in the Development Agreement approved by the CRA, Unit 8 is a 1,055 square foot rent-free space dedicated to the CRA's NOP Program and per section 5.b.ii of the Agreement, the Neighborhood Officer Program Office ("NOP Office") shall be completed and in move-in ready condition within 18 months of the February 8, 2022 effective date (or August 8, 2023); and

WHEREAS, once the build-out is complete, the NOP will lease the space from CMC since the lease term will survive the CRA sunset in 2044; and

WHEREAS, an Interlocal Agreement is required to allow the City to lease the rent- free space from CMC for the NOP Program and the CRA to reimburse CMC for the buildout of the NOP Office; and

WHEREAS, the City Commission of the City of Boynton Beach upon recommendation of staff, deems it to be in the best interest of the citizens and residents of the City of Boynton Beach to approve and authorize the proper City officials to execute an Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency for the Use of Unit 8 at The Heart of Boynton Shops for the Neighborhood Officer Policing (NOP) Program and the associated Lease Agreement with Wells Landing Apartments, LLC for Unit 8.

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

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

Section 2. The City Commission of the City of Boynton Beach hereby approves and authorizes the proper City officials to execute an Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency for the Use of Unit 8 at The Heart of Boynton Shops for the Neighborhood Officer Policing (NOP) Program and the associated Lease Agreement with Wells Landing Apartments, LLC for Unit 8. A copy of the Interlocal Agreement is attached hereto and made a part here as Exhibit "A" and a copy of the Lease is attached hereto and made a part hereof as Exhibit "B".

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

PASSED AND ADOPTED this 16th day of May, 2023.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	___
Vice Mayor – Thomas Turkin	✓	___
Commissioner – Angela Cruz	✓	___
Commissioner – Woodrow L. Hay	✓	___
Commissioner – Aimee Kelley	___	✓

VOTE 5-0

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Ty Penserga
Mayor

APPROVED AS TO FORM:

Michael D. Cirullo, Jr.
City Attorney

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR PROVIDING THE NEIGHBORHOOD OFFICER POLICING PROGRAM LOCATION LOCATED WITHIN THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AREA.

THIS AGREEMENT ("Agreement") is made by and between the **CITY OF BOYNTON BEACH**, a Florida Municipal Corporation, ("CITY"), and the **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY**, ("CRA") (individually and collectively, the "Party" or "Parties").

WITNESSETH:

WHEREAS, the 2016 Boynton Beach Community Redevelopment Plan ("Plan") calls for the redevelopment of the Community Redevelopment Area ("CRA Area") as described in the Plan; and

WHEREAS, pursuant to Sections 163.340, 160.345, and 163.370, *Florida Statutes*, the CRA is empowered to develop and implement community policing innovations, which includes increasing the visible presence of police in the community through citizen contract patrol, neighborhood storefront police stations, and other means;

WHEREAS, the CRA has established, in conjunction with the City, a community policing innovation known as the Neighborhood Officer Policing Program ("NOP") pursuant to a separate interlocal agreement ("NOP Interlocal Agreement"); and

WHEREAS, the CITY has approved and hereby reaffirms support for the NOP; and

WHEREAS, in order to provide a neighborhood storefront police station, the CRA included as part of a separate Development Agreement ("Development Agreement"), attached hereto as Exhibit A, with Wells Landing Apartments, LLC ("Landlord"), limited funding for a development of a NOP office as further described as "Unit #8" or "Unit 8" in the Development Agreement ("NOP Office"), and a requirement that the NOP Office be provided for use by the NOP rent-free as further described in the Development Agreement; and

WHEREAS, for purposes of this Agreement the term "Development Agreement" shall mean the Development Agreement as it has been and may be amended from time to time; and

WHEREAS, the NOP officers are employed by the City and the NOP is operated by the CITY with financial support from the CRA pursuant to a separate interlocal agreement between the City and CRA; and

WHEREAS, the CRA and City have determined that both parties will benefit if the City and Landlord enter into a separate lease for the NOP Office ("NOP Office Lease"); and

WHEREAS, concurrent with the execution of this Agreement, the CRA and Landlord are entering into a Second Amendment to Development Agreement to permit the CRA to assign certain rights under the Development Agreement to the City; and

WHEREAS, although the NOP Office Lease will be between the City and the CRA, the CRA desires to provide the funding described in the Development Agreement to ensure the presence of a neighborhood storefront police station;

WHEREAS, the parties desire to ensure the NOP Office Lease remains rent-free to the City for use by the NOP; and

WHEREAS, the CRA and City desire to ensure the NOP's continuous presence in the CRA's boundaries (the "CRA Area"); and

WHEREAS, the CRA Board finds that this Agreement, and the use of the CRA's funds for the NOP and NOP Office, is consistent with the CRA's Redevelopment Plan and Chapter 163, Florida Statutes; and

WHEREAS, the CRA and the CITY find that this Agreement serves a municipal and public purpose, and is in the best interest of the health, safety, and welfare of the CITY of Boynton Beach, specifically those in the CRA Area;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the sufficiency of which both parties hereby confirm and acknowledge, the parties hereby agree as follows:

1. **Recitals.** The recitations set forth above are hereby incorporated herein.

2. **Obligations of the CRA.**

a) The CRA shall pay the Landlord $100,054.00 ("NOP Office Funding") for costs for architectural, professional design services, and construction of the NOP Office, subject to certain restrictions set forth in the Development Agreement.

b) The CRA hereby assigns its right to use the NOP Office rent-free, as set forth in the Development Agreement, and agrees to execute such documentation as may be necessary to effectuate this assignment.

3. Obligations of the CITY.

a) The CITY shall maintain the NOP Office primarily for use by the NOP, as a neighborhood storefront police station distinct from ordinary police operations, until such time as the CRA is terminated or expires.

b) The NOP shall have a at least one NOP officer available to meet at the NOP Office upon request during their assigned working hours, which may change from time to time.

c) Except for the NOP Office Funding, the CITY shall pay for the construction, furnishing, equipping, maintenance, utilities, and all other fees and costs necessary to construct and use the NOP Office for the NOP.

d) Upon request from the CRA, or an authorized agent of the CRA, including the Executive Director and the CRA Attorney, the CITY shall provide all documents reasonably requested by the CRA or CRA's agent concerning compliance with this Agreement, specifically including any documentation concerning compliance with Florida Statutes and the required presence of the NOP Officers at the NOP Office.

4. Relationship to NOP Interlocal Agreement. Nothing in this Agreement shall be deemed to replace, terminate, modify or otherwise affect the NOP Interlocal Agreement, as it may be amended from time to time. However, in the event the NOP Interlocal Agreement is terminated, either party may terminate this Agreement upon 30 days' notice to the other party.

5. Limitation on CRA's Responsibilities. The CRA's responsibilities under this Agreement are limited to providing funding to Landlord as specified in Section 2(a) of this Agreement and executing documentation as described in Section 2(b) of this Agreement.

6. Indemnification. The CITY shall indemnify, save, and hold harmless the CRA, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from the CRA, its agents, or its employees, by reason of any property damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to the negligent or wrongful conduct of persons or the faulty equipment (including

equipment installation and removal) associated with the CITY's use of the NOP Office or design or construction thereof. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA or the CITY as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require the CITY to indemnify the CRA for CRA's own negligence, or intentional acts of the CRA, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

7. **Term of the Agreement.** This Agreement shall become valid and commence upon execution by the last Party to this Agreement, and unless earlier terminated pursuant to this Agreement, shall terminate after upon the termination of the CRA or as otherwise provided for in this Agreement. Nothing in this paragraph shall be construed so as to affect a Party's right to terminate this Agreement in accordance with other provisions in this Agreement.

8. **Records.** The CITY and the CRA each shall maintain their own records and documents associated with this Agreement in accordance with the requirements set forth in Chapter 119, Florida Statutes. All such records shall be adequate to justify all charges, expenses, and costs incurred in accordance with generally accepted accounting principles. Each Party shall have access to the other Party's books, records and documents as required in this Agreement for the purpose of inspection or audit during normal business hours during the term of this Agreement and at least 1 year after the termination of the Agreement.

9. **Filing.** The CITY shall file this Interlocal Agreement pursuant to the requirements of Section 163.01(11) of the Florida Statutes

10. **Default.** Unless otherwise provided in this Agreement, 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, provided however, the CRA may not be held in default for failure of Landlord to execute documentation or failure of Landlord to respond to requests for the same. 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. In addition to the other remedies provided herein, in the event the CITY does not use the NOP Office for the NOP or does not maintain a daily NOP presence in the NOP Office, and fails to cure after the notice of default, the CITY shall pay the CRA $100,054.00; plus interest calculated at a rate of 4% per annum.

11. . **No Third Party Beneficiaries.** Nothing in this Agreement shall be deemed to create any rights in any third parties that are not signatories to this Agreement.

12. **Compliance with Laws.** The CITY and the CRA shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida and of any other public authority which may be applicable.

13. **Entire Agreement.** This Agreement represents the entire and sole agreement and understanding between the Parties concerning the subject matter expressed herein. No terms herein may be altered, except in writing and then only if signed by all the Parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature, oral or written, concerning the subject matter expressed herein, are merged into this Agreement and the terms of this Agreement supersede all such other agreements. No extraneous information may be used to alter the terms of this Agreement.

14. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such the remainder of the Agreement shall continue to be binding upon the Parties. To that end, this Agreement is declared severable.

15. **Governing Law and Venue.** The terms of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida and the United States of America, without regard to conflict of laws principles. Any and all legal actions necessary to enforce the terms of this Agreement shall be conducted in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or, if in federal court, in the United States District Court for the Southern District of Florida, to which the Parties expressly agree and submit.

16. **No Discrimination.** Parties shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, sexual orientation or disability for any reason in its hiring or contracting practices associated with this Agreement.

17. **Notice.** Whenever either Party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery

receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the Party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice:

a. CITY:	Dan Dugger, City Manager CITY of Boynton Beach 100 E. Ocean Avenue Boynton Beach, FL 33435
b. CRA:	Thuy Shutt, Executive Director Boynton Beach CRA 100 E. Ocean Avenue 4th Floor Boynton Beach, Florida 33435
c. Copies To:	Michael Cirullo, Jr. Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Kathryn Rossmell, Esquire Lewis, Longman & Walker, P.A. 515 North Flagler Drive, Suite 1500 West Palm Beach, Florida 33401

18. **No Transfer.** The Parties shall not, in whole or in part, subcontract, assign, or otherwise transfer this Agreement or any rights, interests, or obligations hereunder to any individual, group, agency, government, non-profit or for-profit corporation, or other entity without first obtaining the written consent of the other Party.
19. **Interpretation; Independent Advice.** This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties. The Parties declare that the terms of this Agreement have been read and are fully understood. The Parties understand that this is a binding legal

document, and each Party is advised to seek independent legal advice in connection with the matters referenced herein.

20. **Counterparts and Transmission.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.
21. **Survival.** The provisions of this Agreement regarding indemnity, waiver, and termination, and records shall survive the expiration or termination of this Agreement and remain in full force and effect.
22. **Time is of the Essence.** The parties acknowledge that time is of the essence in the performance of the provisions in this Agreement.
23. **Attorney's Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, expenses, and costs, including those at the appellate level, in addition to any other relief to which it may be entitled.

[Signatures on following page.]

IN WITNESS WHEREOF, the CITY and the CRA hereto have executed this Agreement as of the later of the dates set forth below.

ATTEST:

CITY Clerk

CITY OF BOYNTON BEACH, a Florida municipal corporation

By: _____
Ty Penserga, Mayor

Date: 5/9/2023

(SEAL)

Approved as to Form:

Office of the CITY Attorney

Approved as to Form:

Office of the CRA Attorney

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Ty Penserga, Chair

Date: 5/9/2023

BUSINESS LEASE

This AGREEMENT of Lease (this "Lease"), is entered into this 10th day of May 2023, between **Wells Landing Apartments LLC d/b/a The Heart of Boynton Shops** (hereinafter called the "Lessor" or the "Landlord"), and **The City of Boynton Beach** (hereinafter called the "Lessee" or "Tenant"). WITNESSETH, that the said Lessor does this day Lease unto said Lessee and said Lessee does hereby hire and take as Tenant approximately:

Square feet of Commercial Space: 1,055 square feet
Location: 119 E Martin Luther King Jr. Blvd
Suite 108
Boynton Beach, FL 33435

Accepted Use: Used and occupied by the Lessee as a **Neighborhood Officer Program ("NOP") Office** and for no other purposes or uses whatsoever.

Lease Term: Five (5) years subject and conditioned on the provisions of this lease.

The Lease should begin **July 1, 2023** and end **June 30, 2028.** Due to the construction of the retail space, dates may need to be adjusted. Tenant may automatically renew this lease for successive five (5) year periods upon written notice to the Landlord. Tenant agrees and understands that the move-in date is only an approximate date. Total rent payable as follows:

Total Rent EACH year is:
July 1, 2023 – June 30, 2028;

Annual Base Rent: $0.00
Monthly Base Rent: Zero Dollars and 0 Cents **($0.00)**
Monthly Sales Tax: Zero Dollars and 0 Cents **($0.00)**
Monthly CAM Fee: Not to exceed **($96.71.00)**
Monthly Total: Zero Dollars and 0 cents **($0.00).**

In no case shall the total rent described above, plus any additional rent described herein, exceed an amount equal to 0.00 dollars ($0.00) per square foot.

Acceptance of Premises: Tenant accepts premises in "As Is" & "Where Is" condition. Tenant shall be responsible for all expenses associated with the direct operation of the Premises, including but not limited to, electric, water, cleaning, and all utility expenses. **Tenant shall be fully responsible for obtaining a Certificate of Occupancy, Certificate of Use, and Business Tax Receipt from City of Boynton Beach and Palm Beach County, as applicable within One Hundred and Twenty (120) days of issuance of a Temporary Certificate of Occupancy for the residential portion of the building.** Tenant is responsible for complying with all applicable laws, codes, rules and regulations, including but not limited to county/state/federal fire regulations. Tenant's failure to comply with the requirements of this paragraph shall be considered a breach of this Lease. Tenant is also responsible for any fees acquired due to the violations.

Construction Assistance: Tenant shall receive financial assistance from the Boynton Beach CRA and/or the Landlord subject to the terms and conditions of an interlocal agreement.

Rules and Regulations governing the use of the property including common areas:
In addition to the terms set forth herein, Tenant understands and agrees to comply with certain rules that will be set forth by Landlord to assure safety, sanitation, code compliance, uniformity and cooperation

including matters such as: Parking, signage, trash removal, storage of personal property, loitering

Tenant Responsibilities: Except as noted above, Tenant shall be responsible for all improvements and alterations to the interior. Tenant shall obtain all necessary permits and licenses to conduct work. Tenant agrees to pay for the all of the design and construction of build-out including but not limited to electrical, mechanical, plumbing, structural, building, fire and all other trades as applicable to current building codes. Tenant further agrees to hold Landlord harmless for all build-out improvements including any fees/fines required for final approvals.

1. ASSIGNMENT. Tenant shall not assign, transfer, sublease, mortgage, pledge or otherwise encumber the demised premises or any part thereof without the express, written consent of Landlord first obtained; provided, however, that Landlord's consent shall not be unreasonably withheld. In the event of any assignment, transfer or sublease by Tenant, Tenant shall remain liable for the full performance of each and every covenant and condition hereunder. Landlord's approval of any subtenant or assignee is conditioned upon there being no additional compliance required with all laws, rules and regulations of any governmental authority required of either the Landlord or the Tenant and such approval shall create no responsibility or liability on the part of the Landlord for any non-compliance with laws, rules and regulations of any governmental authority.

2. TENANT COMPLIANCE. Tenant, at Tenant's sole expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state county and municipal authorities now in force or which may hereafter be in force, which shall impose any duty upon the Landlord or Tenant with respect to the use, occupation or alteration of the premises, and the Tenant shall use all reasonable efforts to fully comply with the Americans with Disability Act. Tenant agrees to pay tenant's pro-rata share of Landlord's capital expenditures required under any governmental law, rule or regulation that was not applicable to the building at the time it was originally constructed. Landlord, to its best knowledge, is currently complaint with all governing codes and regulations.

3. FIRE. In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this Lease, whereby the same shall be rendered untenantable, then the Lessor shall have the right to render said premises tenantable by repairs within ninety (90) days therefrom. If said premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this Lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing. Tenant shall not be liable for rent during the time the premises are rendered untenantable.

4. ABANDONMENT. In the event the Lessee abandons the premises, the Landlord may, at his option, enter the leased premises, by force or otherwise, without being liable in any way. For the purpose of this section, both parties agree that the premises shall have been deemed abandoned and vacated if: (1) the Lessee has not entered the premises for five, consecutive working days, excluding weekends and holidays, and (2) the Lessee has not notified the Lessor, in writing, of its intention to be away from the premises for vacation or other purpose. Delinquent shall be defined as ten (10) days past due.

5. RIGHT OF ENTRY. The Lessor or any of his agents, shall have the right to enter said premises during all reasonable hours with reasonable notice, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation thereof or of said building or to exhibit said premises and to put or keep upon the doors or windows thereof a notice 'FOR RENT" at any time within thirty (30) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions; which do not conform to this Lease or to the rules and regulations of the building.

6. ALTERATIONS. Lessee shall make no structural changes, alterations or mechanical improvements whatsoever without first having obtained the written consent of the Lessor which shall not be unreasonably withheld. Any structural improvements and additions to the premises which Lessee might make must comply with such municipal building and zoning code as would be applicable and shall be paid for in cash at time of making thereof, so as not to subject the premises to mechanics lien. If Landlord so elects, Tenant at its cost shall restore the premises to the condition designated by Landlord in its election, before the last day of the term of this Lease or within thirty (30) days after notice of election is given, whichever is earlier. Landlord's approval of any plans, specifications or work drawings shall create no responsibility or liability on the part of the Landlord for their completeness, design sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities.

7. INTERIOR. Tenant agrees to keep the interior of said premises, all windows, screens, awnings, doors, including the overhead truck loading doors, interior walls, pipes, electrical fans, machinery, plumbing, electric wiring, and other fixtures and interior appurtenances, in good and substantial repair and clean condition at Tenant's own expense--fire, windstorm, or other act of God, alone excepted. All glass, both interior and exterior, is at the sole risk of Tenant and Tenant agrees to replace at Tenant's own expense, any glass broken during the terms of this lease. It is hereby understood and agreed that in the event that there is an air conditioning unit (or units) in the demised premises, the Tenant shall maintain and repair the same during the term of this lease and shall return said unit (or units) to the Landlord at the termination of this lease in good working order, reasonable wear and tear excepted. Tenant shall enter into a maintenance contract with a licensed mechanical contractor for the maintenance of said air conditioning units, and shall provide Landlord with a copy of said maintenance agreement within thirty (30) days of execution of this lease.

8. CHATTELS. The Lessee hereby pledges and assigns to the Lessor all the furniture, fixtures, goods, and chattels of said Lease, which shall or maybe brought or put on said premises as security for the payment of rent herein reserved and the Lessee agrees that the said lien may be enforced by distressed foreclosure or otherwise at the election of the said Lessor and Lessee agrees to pay collection costs. Except the equipment listed in the attached list and/or under lease and owned by third parties.

9. Without waiving the right to sovereign immunity, the Tenant acknowledges that it is self-insured for commercial general liability in the amounts specified in Florida Statutes Section 768.28, as may be amended from time to time. In addition, Tenant maintains a third-party commercial general liability insurance in lieu of exclusive reliance on self-insurance, which Tenant shall provide proof of the Certificate of Insurance to Landlord prior to the commencement of the Term.

10. HEIRS AND ASSIGNS. This Lease shall bind the Lessor and its assigns or successors and the heirs, assigns, administrators, legal representatives, executors or successors as the case may be of the Lessee.

11. NOTICE. It is understood and agreed between the parties hereto that written notice by email, certified mail return receipt requested, mailed or delivered to the premises leased hereunder shall constitute sufficient notice to the Lessee and written notice by email, certified mail return receipt requested, mailed or delivered to the office of the Lessor shall constitute sufficient notice to the Lessor, to comply with the terms of this Lease.

12. WAIVER. The rights of the Lessor under this Lease shall be cumulative and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

13. SIGNS. It is understood and agreed that any signs or advertising to be used, including awnings, in connection with the premises leased hereunder shall be first submitted to the Lessor for approval before installation of same. Tenant shall have the right to install its store sign on the Premises, at its sole cost and expense, in accordance with the code and sign criteria established by the City of Boynton Beach.

14. CHARGES FOR SERVICE. It is understood and agreed between the parties hereto that any charges assessed upon the Tenant by Landlord for services, utilities or for the work done on the premises by order of the Tenant, or otherwise accruing under this Lease, shall be considered as rent due and shall be included in any lien for rent. It is further understood that the Tenant shall, upon demand, pay as additional rent its pro rata share(s) of any sprinkler standby, storm water utility standby, water and/or sewer charges billable to the Landlord for the building(s) of which the demised premises are a part. Landlord represents that, at present, there are no pending charges.

15. BANKRUPTCY. If the Lessee shall become insolvent or if bankruptcy proceedings shall be instituted by or against the Lessee, before the end of this Lease, the Lessor is hereby irrevocably authorized to forthwith cancel this Lease, as for a default.

16. SUBORDINATION. Subject to the provisions of Paragraph 33 below, this Lease shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the property and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the leased premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. In the event of a foreclosure of any such mortgage or the termination of this Lease, Tenant will, upon request of any person or party succeeding to the interest of Landlord as a result of such foreclosure or termination, automatically become the Tenant of such successor in interest without change in the terms or other provisions of this Lease. Upon request by Landlord's mortgagee or such successor in interest, Tenant shall execute and deliver, on terms and conditions reasonably acceptable to the parties, an instrument or instruments confirming the attornment herein provided for.
Tenant agrees to execute and acknowledge any documents required to effectuate an attornment, subordination, or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be. Tenant's failure to execute such documents within ten (10) days after written demand shall constitute a material default by Tenant hereunder or, at Landlord's option, Landlord shall have the right to execute such documents on behalf of Tenant as Tenant's attorney-in-fact. Tenant does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead, to execute such documents in accordance with this Section, said appointment to be a power during the term of this Lease coupled with an interest and irrevocable.

17. SURRENDER PREMISES. Lessee hereby accepts the premises in the condition they are in at the beginning of the Lease and agrees to maintain said premises in the same condition, order, and repair as they are at the commencement of said term and to return said premises in broom-swept clean and tenantable condition. Tenant shall not be permitted any holdover status upon termination or cancellation of this Lease.

18. WATER DAMAGE. It is expressly agreed and understood by and between the parties to this Lease that all personal property placed or moved in the premises above described shall be at the risk of the Lessee. The Lessor shall not be liable for any damage or injury by water, which may be sustained by the said Tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents or employees or by reason of the breakage, leakage, obstruction of the water, sewer or soil pipes in or about the said building.

19. RETURN OF PREMISES. At the termination of this Lease, the premises shall be restored to their original condition (subject to improvements and additions remaining at Lessor's option as described

above) and returned to the Lessor in broom-clean condition.

20. UTILITIES. The Tenant will be responsible for making arrangements with the utility company and the phone company for any electricity or phone service and this Lease will begin on the date indicated, whether or not the Tenant has been able to successfully arrange for such services.

21. PARKING. Motor vehicles shall be parked in the area directly in front of the leased bay and not in front of the neighboring bays. Tenant appoints Landlord as its attorney-in-fact to remove all vehicles which are improperly parked. Disabled, abandoned or improperly registered vehicles shall not be permitted to remain on the parking area for a period longer than 48 hours. Tenant to have the use of all the parking spaces in front of leased premises.

22. TRASH REMOVED. Tenant shall provide for suitable containers for the collection of trash and other waste. Tenant shall secure the removal of the trash and waste at regular and periodic intervals so as to prevent the accumulation of trash in such a manner as to become a nuisance or health hazard. In the event the Tenant permits trash or waste to accumulate in an unsightly fashion, Landlord shall be authorized to remove same at Tenant's expense.

23. NO OUTSIDE STORAGE. Tenant shall confine all of its activities to the interior portion of the demised premises and shall not conduct activities or store materials in the areas adjacent to the demised premises. The parking area shall be used for parking by employees or visitors only. Tenant shall keep the parking area outside its premises free of any waste, trash, or any other debris. No materials, equipment or any items related to the Tenant's business may be stored outside the premises overnight, with the exception of commercial trash containers. No pallets, cardboard boxes or any other material shall be stored outside at any time. No chemicals, flammable items, toxic substances, petroleum products or other contaminants shall be allowed in the property at any time.

24. ABANDONED PROPERTY. It is understood and agreed that any merchandise, fixtures, furniture or equipment left in the premises when Tenant vacates shall be deemed to have been abandoned by Tenant and by such abandonment Tenant automatically relinquishes any right of interest therein. Landlord is authorized to sell, dispose of or destroy same.

25. ESTOPPEL CERTIFICATE. Tenant, upon request of Landlord or any holders of a mortgage against the fee, shall from time to time deliver or cause to be delivered to Landlord or such mortgagee, within ten (10) days from date of demand, a certificate duly executed and acknowledged in form for recording, without charge, certifying, if true, that this Lease is valid and existing and in full force, effect that Landlord is not in default under any of the terms of this Lease and such other matters as may be required by Landlord or such mortgagee. Tenant further agrees to pay to Landlord, as additional rent, an amount equal to 1/30 of one month's rent at the monthly rental then obtaining, for each day, if any, in excess often (10) days after such demand that Tenant shall fail to deliver such a certificate as provided for in this clause.

26. HAZARDOUS SUBSTANCES - GENERAL. The term "Hazardous Substances," as used in this Lease shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law," which term shall mean any federal, state or local law, ordinance or other statute of a governmental or quasigovernmental authority relating to pollution or protection of the environment. Lessee hereby agrees that (i) no activity will be conducted on the premises that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of Lessee's business activities (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws and have been approved in advance in writing by Lessor; Lessee shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (ii) the premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Lessee's business (the "Permitted Materials")

provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws and approved in advance in writing by Lessor; Lessee shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (iii) no portion of the premises will be used as a landfill or a dump; (iv) Lessee will not install any underground tanks of any type; (v) Lessee will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute a public or private nuisance; (vi) Lessee will not permit any Hazardous Substances to be brought into the premises, except for the Permitted Materials described below, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. Lessor or Lessor's representative shall have the right but not the obligation to enter the premises for the purpose of inspecting the storage, use and disposal of Permitted Materials to ensure compliance with all Environmental Laws. Should it be determined, in Lessor's sole opinion, that said Permitted Materials are being improperly stored, used, or disposed of, then Lessee shall immediately take such corrective action as requested by Lessor. Should Lessee fail to take such corrective action within 24 hours, Lessor shall have the right to perform such work and Lessee shall promptly reimburse Lessor for any and all costs associated with said work. If at any time during or after the term of the Lease, the premises is found to be so contaminated or subject to said conditions, Lessee shall diligently institute proper and thorough cleanup procedures at Lessee's sole cost, and Lessee agrees to indemnify and hold Lessor harmless from all claims, demand, actions, liabilities, costs, expenses, damages and obligations of any nature arising from or as a result of the use of the premises by Lessee. The foregoing indemnification and the responsibilities of Lessee shall survive the termination or expiration of this Lease.

27. LANDLORD'S LIABILITY. The liability of the Landlord (which, for the purposes of this Lease, shall include the Owner of the building if other than the Landlord) to the Tenant for any default by Landlord under the terms of this Lease is limited to the interest of the Landlord in the building, and the Tenant agrees to look solely to the Landlords interest in the building for the recovery of any judgment.

28. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it overtime. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

29. ATTORNEY'S FEES. If either party becomes a party to any litigation concerning this Lease, the premises, or the building or other improvements in which the premises are located, by reason of any act or omission of the other party or its authorized representatives, and not by any act or omission of the party or its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for reasonable attorneys' fees and all costs and expense incurred by it in connection with said litigation including available appeals thereof.

30. WAIVER OF TRIAL BY JURY. Tenant and Landlord hereby knowingly, voluntarily, and intentionally waive the right either may have to a trial by jury in respect to any litigation based thereon, or arising out of, under or in connection with this instrument and any agreement contemplated to be executed in conjunction herewith or any course of conduct, course of dealing, statements (whether verbal or written), or actions of either party. This provision is a material inducement for the Landlord leasing the premises to the Tenant.

31. CONDEMNATION. If any portion of the leased premises or the project are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs; provided that if so much of the premises or project are taken by such condemnation as would substantially and adversely affect the operation and

profitability of Tenant's business conducted from the premises, and said taking lasts for ninety (90) days or more, Tenant shall have the option, to be exercised only in writing within thirty (30) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken possession), to terminate this Lease as of the date the condemning authority takes such possession. If a taking lasts for less than ninety (90) days, Tenant's rent shall be abated during said period but Tenant shall not have the right to terminate this Lease. If Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the premises remaining, except that the rent shall be reduced to the proportion that the usable floor area of the leased premises taken bears to the total usable floor area of the project. Landlord shall have the option in its sole discretion to terminate this Lease as of the taking of possession by the condemning authority, by giving written notice to Tenant of such election within thirty (30) days after receipt of notice of a taking by condemnation of any part of the premises or the project. Any award for the taking of all or any part of the premises or the project under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, as severance damages, or as damages for tenant improvements; provided, however, that Tenant shall be entitled to any separate award for loss of or damage to Tenant's trade fixtures and removable personal property and any award available for the relocation of Tenant's business. In the event that this Lease is not terminated by reason of such condemnation, and subject to the requirements of any lender that has made a loan to Landlord encumbering the project, Landlord shall to the extent of severance damages received by Landlord in connection with such condemnation, repair any damage to the project caused by such condemnation except to the extent that Tenant has been reimbursed therefore by the condemning authority. Tenant shall pay any amount in excess of such severance damages required to complete such repair. Except as set forth in this Section, Landlord shall have no liability to Tenant for interruption of Tenant's business upon the premises, diminution of Tenant's ability to use the premises, or other injury or damage sustained by Tenant as a result of such condemnation.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed, the day and year above written. Signed, sealed and delivered in the presence of:

Witness as to Landlord:

Landlord: Wells Landing Apartments LLC d/b/a The Heart of Boynton Shops by Lewis Swezy, Manager of Manager

By: _____

By: _____

Date: _____

Date: MARCH 29, 2023

Witness as to Tenant:

Tenant Name: **City of Boynton Beach**

By: Tammy L. Stanzano

By: _____

Date: May 25, 2023

Date: May 25, 2023

Memo

To: Daniel Dugger, City Manager

From: Stacey R. Weinger, Deputy City Attorney SRW

Date: June 13, 2024

Dept. CRA

Matter # 24-0476

Re: **Wells Landing Apartments LLC dba The Heart of Boynton Shops Unit 8 Business Lease**

Transmitted herewith are original documents which have been reviewed and approved for legal sufficiency. Kindly forward the documents, along with this memo, to the City Clerk's Office.

The City Manager is authorized to execute these documents in accordance with:

Commission Approval. Resolution No. R23-064

To: **Office of the City Clerk**

Please take the actions indicated below with respect to these documents:

- ☑ Attest to the execution of the Agreement by the City Manager.
- ☑ Insert the date of execution beneath the City Manager's signature (if not already dated).

Expiration Date: May 31, 2029

This version of the Lease replaces the Lease dated May 16, 2023

Please retain one original as a public record and forward a copy of the fully-executed document to:

Bonnie Nicklien, CRA

To: **Bonnie Nicklien, CRA**

Please forward the fully-executed document to the other party. Thank you.

BUSINESS LEASE

This AGREEMENT of Lease (this "Lease"), is entered into this 24 day of June 2024, between **Wells Landing Apartments LLC d/b/a The Heart of Boynton Shops** (hereinafter called the "Lessor" or the "Landlord"), and **The City of Boynton Beach** (hereinafter called the "Lessee" or "Tenant"). WITNESSETH, that the said Lessor does this day Lease unto said Lessee and said Lessee does hereby hire and take as Tenant approximately:

Square feet of Commercial Space: 1,055 square feet
Location: 137 NE 10th Avenue
Suite 108
Boynton Beach, FL 33435

Accepted Use: Used and occupied by the Lessee as a **Neighborhood Officer Program ("NOP") Office** and for no other purposes or uses whatsoever.

Lease Term: Five (5) years subject and conditioned on the provisions of this lease.

The Lease should begin **June 1, 2024** and end **May 31, 2029.** Due to the construction of the retail space, dates may need to be adjusted. Tenant may automatically renew this lease for successive five (5) year periods upon written notice to the Landlord. Tenant agrees and understands that the move-in date is only an approximate date. Premises are available to Tenant as of the date of issuance of residential TCO. Total rent is payable as follows:

Total Rent EACH year is:
June 1, 2024 – May 31, 2029:

Annual Base Rent: $0.00
Monthly Base Rent: Zero Dollars and 0 Cents **($0.00)**
Monthly Sales Tax: Zero Dollars and 0 Cents **($0.00)**
Monthly CAM Fee: Not to exceed **($96.71)**
Monthly Total: Zero Dollars and 0 cents **($0.00).**

In no case shall the total rent described above, plus any additional rent described herein, exceed an amount equal to 0.00 dollars ($0.00) per square foot.

Acceptance of Premises: Tenant accepts premises in "As Is" & "Where Is" condition. Tenant shall be responsible for all expenses associated with the direct operation of the Premises, including but not limited to, electric, water, cleaning, and all utility expenses. **Tenant shall be fully responsible for obtaining a Certificate of Occupancy, Certificate of Use, and Business Tax Receipt from City of Boynton Beach and Palm Beach County, as applicable within One Hundred and Twenty (120) days of issuance of a Temporary Certificate of Occupancy for the residential portion of the building.** Tenant is responsible for complying with all applicable laws, codes, rules and regulations, including but not limited to county/state/federal fire regulations. Tenant's failure to comply with the requirements of this paragraph shall be considered a breach of this Lease. Tenant is also responsible for any fees acquired due to the violations.

Construction Assistance: Tenant shall receive financial assistance from the Boynton Beach CRA and/or the Landlord subject to the terms and conditions of an interlocal agreement.

Rules and Regulations governing the use of the property including common areas:
In addition to the terms set forth herein, Tenant understands and agrees to comply with certain rules that

will be set forth by Landlord to assure safety, sanitation, code compliance, uniformity and cooperation including matters such as: Parking, signage, trash removal, storage of personal property, loitering

Tenant Responsibilities: Except as noted above, Tenant shall be responsible for all improvements and alterations to the interior. Tenant shall obtain all necessary permits and licenses to conduct work. Tenant agrees to pay for the all of the design and construction of build-out including but not limited to electrical, mechanical, plumbing, structural, building, fire and all other trades as applicable to current building codes. Tenant further agrees to hold Landlord harmless for all build-out improvements including any fees/fines required for final approvals.

1. ASSIGNMENT. Tenant shall not assign, transfer, sublease, mortgage, pledge or otherwise encumber the demised premises or any part thereof without the express, written consent of Landlord first obtained; provided, however, that Landlord's consent shall not be unreasonably withheld. In the event of any assignment, transfer or sublease by Tenant, Tenant shall remain liable for the full performance of each and every covenant and condition hereunder. Landlord's approval of any subtenant or assignee is conditioned upon there being no additional compliance required with all laws, rules and regulations of any governmental authority required of either the Landlord or the Tenant and such approval shall create no responsibility or liability on the part of the Landlord for any non-compliance with laws, rules and regulations of any governmental authority.

2. TENANT COMPLIANCE. Tenant, at Tenant's sole expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state county and municipal authorities now in force or which may hereafter be in force, which shall impose any duty upon the Landlord or Tenant with respect to the use, occupation or alteration of the premises, and the Tenant shall use all reasonable efforts to fully comply with the Americans with Disability Act. Tenant agrees to pay tenant's pro-rata share of Landlord's capital expenditures required under any governmental law, rule or regulation that was not applicable to the building at the time it was originally constructed. Landlord, to its best knowledge, is currently complaint with all governing codes and regulations.

3. FIRE. In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this Lease, whereby the same shall be rendered untenantable, then the Lessor shall have the right to render said premises tenantable by repairs within ninety (90) days therefrom. If said premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this Lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing. Tenant shall not be liable for rent during the time the premises are rendered untenantable.

4. ABANDONMENT. In the event the Lessee abandons the premises, the Landlord may, at his option, enter the leased premises, by force or otherwise, without being liable in any way. For the purpose of this section, both parties agree that the premises shall have been deemed abandoned and vacated if: (1) the Lessee has not entered the premises for five, consecutive working days, excluding weekends and holidays, and (2) the Lessee has not notified the Lessor, in writing, of its intention to be away from the premises for vacation or other purpose. Delinquent shall be defined as ten (10) days past due.

5. RIGHT OF ENTRY. The Lessor or any of his agents, shall have the right to enter said premises during all reasonable hours with reasonable notice, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation thereof or of said building or to exhibit said premises and to put or keep upon the doors or windows thereof a notice 'FOR RENT" at any time within thirty (30) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Lease or to the rules and regulations of the building.

6. ALTERATIONS. Lessee shall make no structural changes, alterations or mechanical improvements whatsoever without first having obtained the written consent of the Lessor which shall not be unreasonably withheld. Any structural improvements and additions to the premises which Lessee might make must comply with such municipal building and zoning code as would be applicable and shall be paid for in cash at time of making thereof, so as not to subject the premises to mechanics lien. If Landlord so elects, Tenant at its cost shall restore the premises to the condition designated by Landlord in its election, before the last day of the term of this Lease or within thirty (30) days after notice of election is given, whichever is earlier. Landlord's approval of any plans, specifications or work drawings shall create no responsibility or liability on the part of the Landlord for their completeness, design sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities.

7. INTERIOR. Tenant agrees to keep the interior of said premises, all windows, screens, awnings, doors, including the overhead truck loading doors, interior walls, pipes, electrical fans, machinery, plumbing, electric wiring, and other fixtures and interior appurtenances, in good and substantial repair and clean condition at Tenant's own expense--fire, windstorm, or other act of God, alone excepted. All glass, both interior and exterior, is at the sole risk of Tenant and Tenant agrees to replace at Tenant's own expense, any glass broken during the terms of this lease. It is hereby understood and agreed that in the event that there is an air conditioning unit (or units) in the demised premises, the Tenant shall maintain and repair the same during the term of this lease and shall return said unit (or units) to the Landlord at the termination of this lease in good working order, reasonable wear and tear excepted. Tenant shall enter into a maintenance contract with a licensed mechanical contractor for the maintenance of said air conditioning units, and shall provide Landlord with a copy of said maintenance agreement within thirty (30) days of execution of this lease.

8. CHATTELS. The Lessee hereby pledges and assigns to the Lessor all the furniture, fixtures, goods, and chattels of said Lease, which shall or maybe brought or put on said premises as security for the payment of rent herein reserved and the Lessee agrees that the said lien may be enforced by distressed foreclosure or otherwise at the election of the said Lessor and Lessee agrees to pay collection costs. Except the equipment listed in the attached list and/or under lease and owned by third parties.

9. Without waiving the right to sovereign immunity, the Tenant acknowledges that it is self-insured for commercial general liability in the amounts specified in Florida Statutes Section 768.28, as may be amended from time to time. In addition, Tenant maintains a third-party commercial general liability insurance in lieu of exclusive reliance on self-insurance, which Tenant shall provide proof of the Certificate of Insurance to Landlord prior to the commencement of the Term.

10. HEIRS AND ASSIGNS. This Lease shall bind the Lessor and its assigns or successors and the heirs, assigns, administrators, legal representatives, executors or successors as the case may be of the Lessee.

11. NOTICE. It is understood and agreed between the parties hereto that written notice by email, certified mail return receipt requested, mailed or delivered to the premises leased hereunder shall constitute sufficient notice to the Lessee and written notice by email, certified mail return receipt requested, mailed or delivered to the office of the Lessor shall constitute sufficient notice to the Lessor, to comply with the terms of this Lease.

12. WAIVER. The rights of the Lessor under this Lease shall be cumulative and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

13. SIGNS. It is understood and agreed that any signs or advertising to be used, including awnings, in connection with the premises leased hereunder shall be first submitted to the Lessor for approval before installation of same. Tenant shall have the right to install its store sign on the Premises, at its sole cost and expense, in accordance with the code and sign criteria established by the City of Boynton Beach.

14. CHARGES FOR SERVICE. It is understood and agreed between the parties hereto that any charges assessed upon the Tenant by Landlord for services, utilities or for the work done on the premises by order of the Tenant, or otherwise accruing under this Lease, shall be considered as rent due and shall be included in any lien for rent. It is further understood that the Tenant shall, upon demand, pay as additional rent its pro rata share(s) of any sprinkler standby, storm water utility standby, water and/or sewer charges billable to the Landlord for the building(s) of which the demised premises are a part. Landlord represents that, at present, there are no pending charges.

15. BANKRUPTCY. If the Lessee shall become insolvent or if bankruptcy proceedings shall be instituted by or against the Lessee, before the end of this Lease, the Lessor is hereby irrevocably authorized to forthwith cancel this Lease, as for a default.

16. SUBORDINATION. Subject to the provisions of Paragraph 33 below, this Lease shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the property and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the leased premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. In the event of a foreclosure of any such mortgage or the termination of this Lease, Tenant will, upon request of any person or party succeeding to the interest of Landlord as a result of such foreclosure or termination, automatically become the Tenant of such successor in interest without change in the terms or other provisions of this Lease. Upon request by Landlord's mortgages or such successor in interest, Tenant shall execute and deliver, on terms and conditions reasonably acceptable to the parties, an instrument or instruments confirming the attornment herein provided for.
Tenant agrees to execute and acknowledge any documents required to effectuate an attornment, subordination, or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be. Tenant's failure to execute such documents within ten (10) days after written demand shall constitute a material default by Tenant hereunder or, at Landlord's option, Landlord shall have the right to execute such documents on behalf of Tenant as Tenant's attorney-in-fact. Tenant does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead, to execute such documents in accordance with this Section, said appointment to be a power during the term of this Lease coupled with an interest and irrevocable.

17. SURRENDER PREMISES. Lessee hereby accepts the premises in the condition they are in at the beginning of the Lease and agrees to maintain said premises in the same condition, order, and repair as they are at the commencement of said term and to return said premises in broom-swept clean and tenantable condition. Tenant shall not be permitted any holdover status upon termination or cancellation of this Lease.

18. WATER DAMAGE. It is expressly agreed and understood by and between the parties to this Lease that all personal property placed or moved in the premises above described shall be at the risk of the Lessee. The Lessor shall not be liable for any damage or injury by water, which may be sustained by the said Tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents or employees or by reason of the breakage, leakage, obstruction of the water, sewer or soil pipes in or about the said building.

19. RETURN OF PREMISES. At the termination of this Lease, the premises shall be restored to their

original condition (subject to improvements and additions remaining at Lessor's option as described above) and returned to the Lessor in broom-clean condition.

20. UTILITIES. The Tenant will be responsible for making arrangements with the utility company and the phone company for any electricity or phone service and this Lease will begin on the date indicated, whether or not the Tenant has been able to successfully arrange for such services.

21. PARKING. Motor vehicles shall be parked in the area directly in front of the leased bay and not in front of the neighboring bays. Tenant appoints Landlord as its attorney-in-fact to remove all vehicles which are improperly parked. Disabled, abandoned or improperly registered vehicles shall not be permitted to remain on the parking area for a period longer than 48 hours. Tenant to have the use of all the parking spaces in front of leased premises.

22. TRASH REMOVED. Tenant shall provide for suitable containers for the collection of trash and other waste. Tenant shall secure the removal of the trash and waste at regular and periodic intervals so as to prevent the accumulation of trash in such a manner as to become a nuisance or health hazard. In the event the Tenant permits trash or waste to accumulate in an unsightly fashion, Landlord shall be authorized to remove same at Tenant's expense.

23. NO OUTSIDE STORAGE. Tenant shall confine all of its activities to the interior portion of the demised premises and shall not conduct activities or store materials in the areas adjacent to the demised premises. The parking area shall be used for parking by employees or visitors only. Tenant shall keep the parking area outside its premises free of any waste, trash, or any other debris. No materials, equipment or any items related to the Tenant's business may be stored outside the premises overnight, with the exception of commercial trash containers. No pallets, cardboard boxes or any other material shall be stored outside at any time. No chemicals, flammable items, toxic substances, petroleum products or other contaminants shall be allowed in the property at any time.

24. ABANDONED PROPERTY. It is understood and agreed that any merchandise, fixtures, furniture or equipment left in the premises when Tenant vacates shall be deemed to have been abandoned by Tenant and by such abandonment Tenant automatically relinquishes any right of interest therein. Landlord is authorized to sell, dispose of or destroy same.

25. ESTOPPEL CERTIFICATE. Tenant, upon request of Landlord or any holders of a mortgage against the fee, shall from time to time deliver or cause to be delivered to Landlord or such mortgagee, within ten (10) days from date of demand, a certificate duly executed and acknowledged in form for recording, without charge, certifying, if true, that this Lease is valid and existing and in full force, effect that Landlord is not in default under any of the terms of this Lease and such other matters as may be required by Landlord or such mortgagee. Tenant further agrees to pay to Landlord, as additional rent, an amount equal to 1/30 of one month's rent at the monthly rental then obtaining, for each day, if any, in excess often (10) days after such demand that Tenant shall fail to deliver such a certificate as provided for in this clause.

26. HAZARDOUS SUBSTANCES - GENERAL. The term "Hazardous Substances," as used in this Lease shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law," which term shall mean any federal, state or local law, ordinance or other statute of a governmental or quasigovernmental authority relating to pollution or protection of the environment. Lessee hereby agrees that (i) no activity will be conducted on the premises that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of Lessee's business activities (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws and have been approved in advance in writing by Lessor; Lessee shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (ii) the premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such

materials that are used in the ordinary course of Lessee's business (the "Permitted Materials") provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws and approved in advance in writing by Lessor; Lessee shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (iii) no portion of the premises will be used as a landfill or a dump; (iv) Lessee will not install any underground tanks of any type; (v) Lessee will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute a public or private nuisance; (vi) Lessee will not permit any Hazardous Substances to be brought into the premises, except for the Permitted Materials described below, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. Lessor or Lessor's representative shall have the right but not the obligation to enter the premises for the purpose of inspecting the storage, use and disposal of Permitted Materials to ensure compliance with all Environmental Laws. Should it be determined, in Lessor's sole opinion, that said Permitted Materials are being improperly stored, used, or disposed of, then Lessee shall immediately take such corrective action as requested by Lessor. Should Lessee fail to take such corrective action within 24 hours, Lessor shall have the right to perform such work and Lessee shall promptly reimburse Lessor for any and all costs associated with said work. If at any time during or after the term of the Lease, the premises is found to be so contaminated or subject to said conditions, Lessee shall diligently institute proper and thorough cleanup procedures at Lessee's sole cost, and Lessee agrees to indemnify and hold Lessor harmless from all claims, demand, actions, liabilities, costs, expenses, damages and obligations of any nature arising from or as a result of the use of the premises by Lessee. The foregoing indemnification and the responsibilities of Lessee shall survive the termination or expiration of this Lease.

27. LANDLORD'S LIABILITY. The liability of the Landlord (which, for the purposes of this Lease, shall include the Owner of the building if other than the Landlord) to the Tenant for any default by Landlord under the terms of this Lease is limited to the interest of the Landlord in the building, and the Tenant agrees to look solely to the Landlords interest in the building for the recovery of any judgment.

28. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it overtime. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

29. ATTORNEY'S FEES. If either party becomes a party to any litigation concerning this Lease, the premises, or the building or other improvements in which the premises are located, by reason of any act or omission of the other party or its authorized representatives, and not by any act or omission of the party or its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for reasonable attorneys' fees and all costs and expense incurred by it in connection with said litigation including available appeals thereof.

30. WAIVER OF TRIAL BY JURY. Tenant and Landlord hereby knowingly, voluntarily, and intentionally waive the right either may have to a trial by jury in respect to any litigation based thereon, or arising out of, under or in connection with this instrument and any agreement contemplated to be executed in conjunction herewith or any course of conduct, course of dealing, statements (whether verbal or written), or actions of either party. This provision is a material inducement for the Landlord leasing the premises to the Tenant.

31. CONDEMNATION. If any portion of the leased premises or the project are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation'), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs; provided that if so much of the premises or

project are taken by such condemnation as would substantially and adversely affect the operation and profitability of Tenant's business conducted from the premises, and said taking lasts for ninety (90) days or more, Tenant shall have the option, to be exercised only in writing within thirty (30) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken possession), to terminate this Lease as of the date the condemning authority takes such possession. If a taking lasts for less than ninety (90) days, Tenant's rent shall be abated during said period but Tenant shall not have the right to terminate this Lease. If Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the premises remaining, except that the rent shall be reduced to the proportion that the usable floor area of the leased premises taken bears to the total usable floor area of the project. Landlord shall have the option in its sole discretion to terminate this Lease as of the taking of possession by the condemning authority, by giving written notice to Tenant of such election within thirty (30) days after receipt of notice of a taking by condemnation of any part of the premises or the project. Any award for the taking of all or any part of the premises or the project under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, as severance damages, or as damages for tenant improvements; provided, however, that Tenant shall be entitled to any separate award for loss of or damage to Tenant's trade fixtures and removable personal property and any award available for the relocation of Tenant's business. In the event that this Lease is not terminated by reason of such condemnation, and subject to the requirements of any lender that has made a loan to Landlord encumbering the project, Landlord shall to the extent of severance damages received by Landlord in connection with such condemnation, repair any damage to the project caused by such condemnation except to the extent that Tenant has been reimbursed therefore by the condemning authority. Tenant shall pay any amount in excess of such severance damages required to complete such repair. Except as set forth in this Section, Landlord shall have no liability to Tenant for interruption of Tenant's business upon the premises, diminution of Tenant's ability to use the premises, or other injury or damage sustained by Tenant as a result of such condemnation.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed, the day and year above written. Signed, sealed and delivered in the presence of:

Witness as to Landlord:

By: _____

Date: 1/26/24

Landlord: Wells Landing Apartments LLC d/b/a The Heart of Boynton Shops by Lewis Swezy, Manager of Manager

By: _____

Date: 1/26/2024

Witness as to Tenant:

By: _____

Date: 6/24/2024

Tenant Name: **City of Boynton Beach**

By: _____
Daniel Dugger, City Manager

Date: 6/24/2024

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: _____
Stacey R. Weinger,
Deputy City Attorney

EXHIBIT B

NOP Office Buildout Budget

Name	Model	Unit Price	Units	Extended Price	BBCRA	BBPD	BBCRA Cost	BBPD Cost
Tenant Buildout		$155,874.71	1	$155,874.71	1		$155,874.71	$0.00
Ext. Camera	6.0c-h5a-dp1-IR	$1,034.43	2	$2,068.86	1		$2,068.86	$0.00
Int. Camera	12w-h5a-fe-do1-IR	$951.74	2	$1,903.48		1	$0.00	$1,903.48
NVR	NVR4x-std-24tb-s16-na	$11,929.63	1	$11,929.63	1		$11,929.63	$0.00
Ext. Camera Mount	acc7-ent-h4a-mt-wall1	$60.40	2	$120.80	1		$120.80	$0.00
Life Safety Power (Doors/Readers)*	ac-lsp-8dr-mer-lck	$678.69	1	$678.69	1	0	$678.69	$0.00
Intelligent Controller (Doors and readers)*	ac-mer-cont-lp1502	$1,059.18	1	$1,059.18	0	1	$0.00	$1,059.18
Reader interface (Doors and readers)*	ac-mer-con-mr52-s3b	$583.24	1	$583.24	0	1	$0.00	$583.24
Network Comm Module remote (Fire)	ac-lsp-nl4	$325.36	1	$325.36	1		$325.36	$0.00
Card Reader	AC-HID-READER-SIGNO	$565.65	4	$2,262.60		1	$0.00	$2,262.60
28 port switch	CBS350-24FP-4G-NA	$1,604.68	1	$1,604.68	1		$1,604.68	$0.00
Master Tech (labor)	Master Tech (GSA)	$110.83	160	$17,732.80	1		$17,732.80	$0.00
System Design Engineer (labor)	System Design Engineer(	$110.83	16	$1,773.28	1		$1,773.28	$0.00
Project Manager (labor)	Project manager (GSA)	$110.83	34	$3,768.22	1		$3,768.22	$0.00
Alarm Service 1-yr (Operating)	Miscellaneous	$3,987.43	1	$3,987.43	1		$3,987.43	$0.00
Door Access control pre-build	Miscellaneous	$879.34	4	$3,517.36		1	$0.00	$3,517.36
Rack and Battery backup	Miscellaneous	$1,982.45	1	$1,982.45	1		$1,982.45	$0.00
Labor Camera/Reader/Programming/Wiring	Miscellaneous	$4,783.00	1	$4,783.00	0.5	0.5	$2,391.50	$2,391.50
Furniture, Fixtures, and Equipment	Miscellaneous	$20,260.00	1	$20,260.00	0	1	0	$20,260.00
					Total		**$204,238.41**	**$31,977.36**

Final Proposal

RS CONSTRUCTION OF DADE, INC.

CGC 040308
7735 NW 146TH STREET, SUITE 306
MIAMI LAKES, FL 33016
305-821-0330

Date: 12/5/24

Proposal For: WORK TO UNIT 108
HOB NOP OFFICE SPACE
137 NE 10th Avenue - Unit 108
Boynton Beach , Florida 33125

Scope of Work

All Labor & Materials for the Interior Built - Out for Unit #108 according to plans by The Construction & Architecture Group ,Inc, final plans

Schedule of Value

Drywall & Drywall Finish	$	20,500.00
ARMORTEX BULLET- RESISTANCE FIBERGLASS PANELS- ALLOWANCE - NEED LEVEL OF SECURTY &THICKNESS	$	6,000.00
Acoustical Tile	$	5,785.00
Insulation	$	2,200.00
Doors & Hardware	$	6,900.00
STORE FRONT GLASS DOOR WITH SIDELIGHTS	$	5,874.00
Painting	$	2,200.00
Flooring & Tile - AS PER TILE PROPOSAL	$	6,149.20
FRP PANEL	$	750.00
Cabinets & Tops AS PER PROPOSAL	$	5,000.00
HVAC - Mechanical System	$	18,830.00
Plumbing & Plumbing Fixtures	$	14,631.00
Fire Sprinklers	$	4,278.00
Electrical, Main Panels (COPPER SEED)	$	24,050.00
Light Fixtures	$	4,800.00
Fire Alarms	$	4,500.00
Appliances	$	910.00
Specilaties - Handicap Requirements In Bathrooms	$	2,375.00
Rough & Final Cleaning	$	1,000.00
SubTotal	$	136,732.20
GC FEE - 14 %	$	19,142.51
TOTAL CONSTRUCTION COST	$	155,874.71

Intercom System & Camera System By Tenant

Communication System & Wi-Fi System By Tenant

This proposal includes all fees, materials, labor, over head & profit until we received the final permit set .

CRA FY 2024 BUDGET SUPPORTING DOCUMENTS

CRA SECURITY & ACCESS CONTROL ESTIMATE FY2024.

Estimate

BROADCAST SYSTEMS
290 SW 12th Ave., Suite 1
Pompano Beach, FL 33069
EC13009779

Date	Estimate #
3/27/2023	5347

Estimate Valid For:
30 DAYS

Name / Address

City of Boynton Beach
Financial Services Department
PO Box 310
Boynton Beach, FL 33425-0310

Project Site

119 E. Martin Luther King Blv
Boynton Beach, Florida

Item	Description	Qty	Rate	Total
	GSA Contract #			
6.0C-H5A-DP1-IR	6.0 MP WDR; LightCatcher; Day/Night; Pendant Dome; 4.9-8mm f/1.8 P-iris lens; Integrated IR; Next-Generation Analytics. Must use with a H4A-MT-Wall1 or H4A-MT-NPTA1.	4	1,034.43	4,137.72
12.0W-H5A-FE-DO1-IR	12.0 MP; Fisheye Dome Camera; Day/Night; WDR; 1.6mm f/2.0; Next-Generation Analytics; Integrated IR	2	951.74	1,903.48
NVR4X-STD-24TB-S16-NA	NVR4X Standard 24TB 2U Rack Mnt; Windows Server 2016; NA	1	11,929.63	11,929.63
ACC7-ENT	ACC 7 Enterprise camera channel	6	232.75	1,396.50
H4A-MT-WALL1	Wall mount bracket for use with H5A/H4A pendant dome cameras	4	60.40	241.60

This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforseen price increases, discontinued products or additional labor and materials which may be required should problems arise.

Phone #	E-mail	
(561) 578-4964	admin@broadcastsystemsinc.com	Follow us on Instagram Broadcast_Systems

BROADCAST SYSTEMS
290 SW 12th Ave., Suite 1
Pompano Beach, FL 33069
EC13009779

Estimate

Date	Estimate #
3/27/2023	5347

Estimate Valid For:
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Name / Address

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Financial Services Department
PO Box 310
Boynton Beach, FL 33425-0310

Project Site

119 E. Martin Luther King Blv
Boynton Beach, Florida

Item	Description	Qty	Rate	Total
AC-LSP-8DR-MER-LCK	Eight Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with three AC-MER-CON–MR52 (Mercury hardware sold separately). The advantage of a dual voltage power supply is the ability to power both Mercury boards and door locks from the same supply. Includes a painted steel enclosure; removable pre drilled back plate; controller standoffs and mounting screws and a 150 watt 12V/4A and 24V/4A power supply-battery charger. The power supply is pre-wired to eight Class 2; Power Limited (CL2PL) outputs (D8P Board) delivering a regulated independent power connection to each Mercury board and eight fused output (C8 Board) for independent relay lock power. The power supply features dual outputs (12 & 24volts DC); form 'C' fault relay contacts; a fire alarm input and network interface (interface module sold separately) to enable monitoring; reporting and control of the power system from Access Control Manager (ACM) link. Battery space for two 12V; 8Ah batteries is available in cabinet. Cabinet size: 20" x 24" x 6.5" with door lock and two (2) keys. Weight 25 lb.(LifeSafety Power Part Number: FPO150-B100C8D8PE4M)	1	678.69	678.69

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BROADCAST SYSTEMS
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EC13009779

Estimate

Date	Estimate #
3/27/2023	5347

Estimate Valid For:
30 DAYS

Name / Address

City of Boynton Beach
Financial Services Department
PO Box 310
Boynton Beach, FL 33425-0310

Project Site

119 E. Martin Luther King Blv
Boynton Beach, Florida

Item	Description	Qty	Rate	Total
AC-MER-CONT-LP1502	Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs; expandable up to 64 doors. (Mercury Part #: LP1502)		1,059.18	1,059.18
AC-MER-CON-MR52-S3B	HID® Mercury™ MR52-S3B Controller Serial I/O Dual Card Reader Interface; 2-Reader Interface Module - (2 reader: mag; wiegand; 4 reader OSDP; 8 inputs; 6 relays) (Mercury MR52-S3B)	1	583.24	583.24
AC-LSP-NL4	The NL4 Network Communication Module communicates and controls power status over a local or wide area network to Access Control Manager (ACM). Provides four SPI ports for connection of one or two power supplies to enable monitoring; reporting and control of the power system. Enables remote testing of two battery sets (12 and 24VDC). Recommended for use with dual voltage systems requiring independent FPO power supplies (i.e. sixteen door dual voltage systems).(LifeSafety Power Part Number: NL4)	1	325.36	325.36
AC-HID-READER-SIGNO...	AC-HID-READER-SIGNO-40KNKS-00-000000 Signo40K, Wall mount w/Keypad, 13.56mHz &125kHz, OSDP/Wiegand, Pigtail, Mobile Ready, BLE	4	565.65	2,262.60
CBS350-24FP-4G-NA	28-port Gigabit Managed Switch (24 PoE+ budget 370W; 4 Gigabit SFP) - NA	1	1,604.68	1,604.68
Master Tech (GSA)	Master Technician (GSA)	160	110.83	17,732.80
System Design Engineer(G...	System Design Engineer (GSA)	16	110.83	1,773.28
Project manager (GSA)	Project manager (GSA)	34	110.83	3,768.22

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BROADCAST SYSTEMS
290 SW 12th Ave., Suite 1
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EC13009779

Estimate

Date	Estimate #
3/27/2023	5347

Estimate Valid For:
30 DAYS

Name / Address

City of Boynton Beach
Financial Services Department
PO Box 310
Boynton Beach, FL 33425-0310

Project Site

119 E. Martin Luther King Blv
Boynton Beach, Florida

Item	Description	Qty	Rate	Total
	Open Market Items			
Miscellaneous	Alarm system with 1 year of service included	1	3,987.43	3,987.43
Miscellaneous	door access control pre-build	4	879.34	3,517.36
Miscellaneous	Rack and battery backup	1	1,982.45	1,982.45
Miscellaneous	Wire and other instalation materials.	1	4,783.00	4,783.00
	SOW; Labor to install 4 cameras on the exterior and 2 cameras on the interior. Labor install 4 doors of access control. Techs will install all locking mechanism and readers. Labor to program the doors in the system and back-haul data to PD via City it programing. labor with wire to the 5 desk locations with 2 CAT6 cables. Labor to wire to the printer. Labor to wire 2 data drops in the conference room. labor to wire 2 wireless AP locations. Labor to install a bugler alarm with 4 door sensors, 2 tritech sensors. Labor to install rack, battery backup, and other related items.			

This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforseen price increases, discontinued products or additional labor and materials which may be required should problems arise.

Subtotal	$63,667.22
Sales Tax (0.0%)	$0.00
Total	$63,667.22

Phone #	E-mail	
(561) 578-4964	admin@broadcastsystemsinc.com	Follow us on Instagram Broadcast_Systems

CRA BUDGET FY 2024
FURNITURE ESTIMATE

Burdelski, Steven

From: Slocombe, Anderson
Sent: Tuesday, March 28, 2023 11:57 AM
To: Burdelski, Steven
Subject: BB PD Office at MLK Blvd.
Attachments: SKM_C55823032811320.pdf

Captain,
Please see the attached proposed sketch for furniture layout and note the following:

1. I show a multi-person work desk/ station (4) with a pedestal (see image shown below – note the image is for a 3 person set-up. Privacy panels can be added between stations if desired.
2. Please note that additional stations can be added to the space -is needed.

With regards to a budget for furniture at the above referenced offices please note the following:

1.	4	work stations w/ pedestals	$ 5,400.00
2.	4	task chairs	$ 1,600.00
3.	1	Conference Table (4x8)	$ 900.00
4.	8	conference chairs	$ 4,000.00
5.	4	Lobby chairs	$ 1,200.00
6.	2	Small tables	$ 500.00
7.	2	Storage cabinets	$ 1,200.00
		Sub-total	$14,800.00
		Contingency (20%)	$ 2,960.00
		Delivery/ install (allowance)	$ 2,500.00
		Total	**$20,260.00**

I think that $20k would be a good number to be used for a budget. We can always shop around for less expensive furniture.

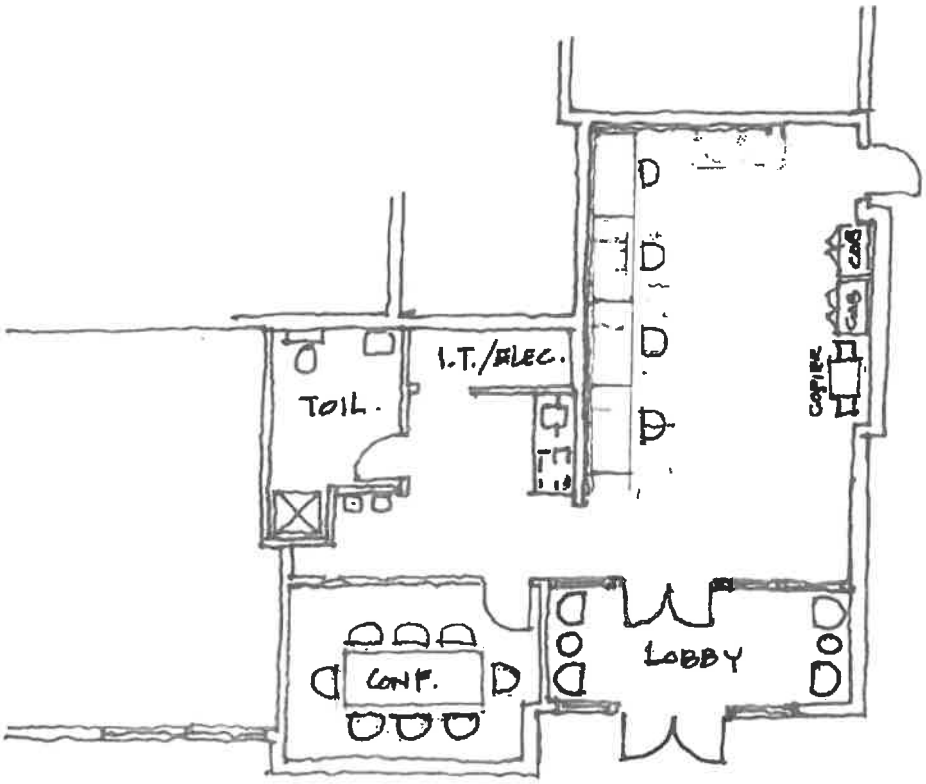
Hope this helps.

Thanks!



Anderson Slocombe
Temporary Employee
Public Works, Engineering
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 100 E. Ocean Ave. | Boynton Beach, Florida 33435
561-742-6985
SlocombeA@bbfl.us | boynton-beach.org/
Follow us on

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



PROPOSED FURNITURE PLAN

BC PD OFFICE
@ NIK BLVD.

3/20/23

FY 2024
CRA OFFICE ESTIMATES

Project
CRA Police Office

Scope of Work (SOW): Procurement, Installation and Configuration of IT Equipment for CRA office located at 119 E Martin King Blvd, Suite 108.
Note: The below are preliminary estimates.

Stakeholder Requirements:

Security System visible at PD – at least four exterior cameras and 2 interior cameras
Alarm for the space
Access control pads for the front and side doors
4 laptop docking stations & four monitors
High speed Printer and copier combination that is WIFI enabled (this can be a desk top version)
Low voltage entry door panels for two doors that will work with our access cards

Equipment	Vendor	Total	Notes
Security & Access Control Equipment	Broadcast Systems	$ 65,000.00	Includes Alarm, Camera, Access Control and installation
Network Equipment	StepCG	$ 20,000.00	Access Point, Switch, Router, and Professional Services
Internet Services	Comcast	$ 2,000.00	Cost for 1 year of service. Contract Terms are for 3 years.
Laptop Docking Station	GovDirect	$ 1,600.00	Panasonic Docking Station for FZ-55 model
Monitors	Dell	$ 1,000.00	4 x 24in Monitors
Printer/Copier	Konica	$ 500.00	Leased Copier - 500 per year (4 year term)

Total Cost - Year 1	$ 90,100.00	
Recurring Cost	$ 3,400.00	Internet Costs, Copier Lease, Security Services per year.

US/EN
Back

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Cart

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Chat with an agent (//www.dell.com/en-us/lp/chat-live-with-product-expert) for additional help.

Estimated Total (4 Items): $192.56

Get up to 12 months special financing with min. purchase^ plus Dell Rewards.*

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PayPal

Item		Quantity	Price
	Dell Pro Wireless Keyboard and Mouse – KM5221W Save for later View full specs	4 Remove	$239.96
	Show savings		$60.00
	Item Total: **FREE delivery by Friday, Mar 31** If ordered by 2 PM CT.		**$179.96**

Get the Best Deal at Dell with Financing^ ()

- Get up to **12 months special financing** with min. purchase^ ()
- **3% back** in Dell Rewards* ().
- **$50 Bonus** Dell Rewards* () for new accounts.

Personal Financing

Get low monthly payments and access to special financing offers^

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Access to large IT-dedicated lines of credit^

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Dell Rewards

Subtotal (4 Items)	$179.96
Shipping	Free
Estimated Tax Change	$12.60
Estimated Total	**$192.56**

Get it by () Mon, Apr 03, 2023

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WELLS LANDING

Date : 2/17/2023

Unit #8

SCOPE OF WORK :

1. Handicap Bathroom	6' x 6" Bathroom with all handicap requirements
2.Kitchenette	6 Linear ft ft of cabinet Top & Bottom with sink
3.Acoustical Ceiling	2"X4" Acostical Tile & Grids - Fire Rated
4.Drywall Per Layout	Conference Room & Lobby
5. Doors & Hardware	All Doors & trim including baseboards,hardware
6.Flooring	Ceramic Tile
7.Complete Paint	Paint All Walls & Finish Carpentry
8.Fire Sprinkler System per code	Complete Sprinkler System Based on Code Requirments
9.Insulation	All Wall Insualtion required for sound & heat
10. Plumbing per code	All Plumbing System including drainage ,water pipe & fixtures
11.Plumbing - Water Meter	Submeter for water
12.HVAC Mechanical per code	Complete A.C. System Including 2 ton Unit & Ductwork
13.Electrical - per code	Complete Electrical System Including Fire Alarm,Panels & Wiring
14. Light Fixtures	Light Fixtures - Lay-In florescent,smoke dectors,exit signs
15. Rough & Final Cleaning	Two Cleaning -Rough & Final
16. Laminate Glass Wall	Glass Wall
17 Reinforced Ballistic Wall	Ballistic Wall

PRELIMANARY ESTIMATE

Cost Code	ITEM	SUBCONTRACTOR	Total Cost
0100-025	Cleaning	RMV CLEANING	$ 800.00
0600-030	Cabinets - BATH & Kitchen	Ashmandy Kitchen Cabinets	$ 1,645.00
0700-015	Insulation	LEED Insulation	$ 1,775.00
0800-003	Doors & Hardware/Millwork	Complete Door & Trim	$ 1,500.00
0900-010	Drywall & Acoustics	Hurricane Drywall	$ 8,950.00
0900-015	Acoustical Ceiling	Bergola	$ 6,420.00
0900-030	Flooring	General Property Construction	$ 6,745.00
0900-045	Painting	A.L. Waterproofing & Paint	$ 2,750.00
1000-001	Laminate Glass Wall & Doors	Alfa Glass	$ 5,874.00
1000-004	Reinforced Ballistic Wall	Hurricane Drywall	$ 7,898.00
1000-001	Bathroom Accessories	Complete Door & Trim	$ 585.00
1500-005	Fire Sprinkler System	Sprinklermatic	$ 4,278.00
1500-020	Plumbing	Ridgeway Plumbing	$ 8,750.00
1500-045	Plumbing - Water Meter	IUSA	$ 425.00
1500-030	HVAC Mechanical	Best Air Conditioning	$ 11,750.00
1600-005	Electrical & Fire Alarm	Becai Electric	$ 14,785.00
1600-025	Light Fixtures	Becai Electric	$ 1,987.00
	SUB TOTAL		$ 86,917.00
	General Contractors Fee (14%)		$ 12,168.38
	GRAND TOTALS		$ 99,085.38

NOTE :

FINAL ESTIMATE UPON FINAL DRAWING &
& SCOPE OF WORK .
THE COST OF CONSTRUCTION MATERIAL & LABOR
CONITINUES TO INCREASE EVERY MONTH

3/29/2023

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: January 14, 2025

NEW BUSINESS

AGENDA ITEM 15.D

SUBJECT:
Discussion and Consideration of the Interlocal Agreement between the City of Boynton Beach and the Boynton Beach CRA for Providing Reimbursement for the Construction Costs of the Neighborhood Officer Policing Program Location located within the Boynton Beach Community Redevelopment Area

SUMMARY:
At the October 12, 2021, CRA Board meeting, the Board approved the relocation of the Neighborhood Officer Policing (NOP) Program office from the Ocean Breeze East Apartments to the E. MLK Jr. Boulevard Commercial portion of the mixed-use project (see Attachment I).

The CRA Board approved the Development Agreement and subsequent First and Second Amendments between the CRA and Centennial Management Corp. (CMC)/Wells Landing Apartments, LLC (d/b/a Heart of Boynton Shops) for the commercial component (see Attachments II-IV). The mixed use project consists of 124 affordable multi-family rental apartments and 8,250 square foot of neighborhood serving uses within three buildings on both sides of MLK Jr. Boulevard. The residential portion of the project was completed in July 2024.

As defined in the Development Agreements, Unit 8 is a 1,055 square foot rent-free space dedicated to the CRA's NOP Program. As indicated in the First Amendment to the Development Agreement, the CRA has committed $100,054 towards the design and construction of the NOP Office (see Attachment III - Section 4.a.). More specifically, $25,000 towards the design and $75,054 towards the construction.

At the May 9, 2024 CRA Board Meeting and May 16, 2024 City Commission Meeting, Resolution 23-064 was approved (see Attachment V) authorizing the City to enter into a lease agreement with CMC. The ILA also allows the CRA to reimburse CMC for the build-out of the NOP Office and allow the CRA to reimburse the City for the monthly operational expenses outlined in the lease. The lease will be between the City and CMC since the lease term will survive the CRA sunset in 2044.

The lease contains the following terms:

- **Location:** 117 E. MLK Jr. Boulevard 201, Unit 8
- **Size:** 1,055 square foot
- **Use:** Neighborhood Officer Program Office

- **Lease Term:** One five-year term subject to automatic renewal for five additional five-year periods
- **Annual Base Rent:** $0
- **Monthly Common Area Maintenance:** $96.71 to be reimbursed by the CRA as part of the operational expenses in the ILA for the annual NOP Program

In August 2024, CRA and City Staff met with the Boynton Beach Police Department (BBPD) to review the build-out costs for the NOP office. At the conclusion of those meetings, the BBPD identified $31,977.36 that they will contribute towards additional enhancements to the build-out and the CRA would fund the remaining costs (see Attachment VI).

On December 5, 2024, the CRA received a final cost from CMC for the build-out of the NOP was $155,875 (see Attachment VII). Paragraph 3.c. of the ILA (see Attachment V) states the City is responsible for the construction outside of the CRA's contribution of $100,054. Due to increased costs for the NOP office buildout, a new ILA is needed in order to provide additional CRA funding for the construction, reimbursement to the City for the additional enhancements and identify the City's contribution of $31,977.36. Attachment VIII provides an overview of the costs to the City and CRA.

The Draft ILA has been provided as Attachment IX.

FISCAL IMPACT:
FY 2022-2023 Project Fund Budget; #02-58100-203; $25,000 (design fees)
FY 2022-2023 Project Fund Budget; #02-58200-406; $75,054 (tenant buildout)
FY 2024-2025 Project Fund Budget; #02-58500-460; $80,821 (tenant buildout)

CRA PLAN/PROJECT/PROGRAM:
2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:
1. Approve the Interlocal Agreement between the City of Boynton Beach and the Boynton Beach CRA for Providing Reimbursement for the Construction Costs of the Neighborhood Officer Policing Program Location located within the Boynton Beach Community Redevelopment Area, and Authorize Board Chair to execute pending final legal review.

2. Alternative direction based on Board discussion.

ATTACHMENTS:

Description

- Attachment I - October 12, 2021 CRA Board Meeting Minutes
- Attachment II - Executed Development Agreement
- Attachment III - Executed First Amendment to the Development Agreement
- Attachment IV - Executed Second Amendment to the Development Agreement
- Attachment V - R23-064
- Attachment VI - Summary of Meeting with BBPD
- Attachment VII - Final Cost Estimate
- Attachment VIII - Construction Breakdown
- Attachment IX - DRAFT ILA

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/ 4/2025

FY2023-24 Financial/Budget Status Report for General Fund and Utility Fund Year-End at September, 2024.

Requested Action: Accept the Fiscal Year 2023-2024 Budget Status Report of the General Fund and the Utilities Fund for the twelve-month period ended September 30, 2024, unaudited.

Explanation of Request: This report summarizes the adopted funding sources and expenditure budgets for the City's General Fund and Utility Fund through period twelve ended September 30, 2024 (100% of the fiscal year—unaudited). The analysis compares actual results for the current period to the annual budget and actual results for the same period of the prior fiscal year budget.

How will this affect city programs or services? The annual budget is what provides and controls the resources for City programs and services.

Account Line Item and Description: None

Fiscal Impact: The FY2023-24 annual budget and results to date for the General Fund and Utility Fund.

GENERAL FUND
The attached Analysis of the General Fund reflects revenue in excess of expenditures (dollars in thousands), yielding a $2.2M surplus for the period ending September 30, 2024.

Revenues & Transfers (Exhibit A)—Budgeted Funding Sources: Property taxes and other revenues provide $99.5M, or 79.2%, of our total $125.7M General Fund budget for FY 2023-24. Transfers from other funds (non-revenues) provide $26.2M, or 20.8%, of the total funding sources.

These three major estimated funding sources are summarized as follows:
44.0% - $ 55.3M – Property taxes less Tax Increment Financing to the CRA
35.2% - $ 44.2M – All other revenues plus General Fund Balance
20.8% - $ 26.2M – Transfers from other funds
100.0% - $125.7M – Total funding sources

The property tax rate for FY 2023-24 was 7.8500 mills, which represents no change from the

prior year's rate of 7.8500 mills and yielded net property taxes of $55.2M, which is a 12.30% increase or $6.0M over FY 2022-23.

Actual Funding Sources Realized: At the end of the twelfth month in FY 2023-24, revenues and transfers realized are approximately $122.7M or 98% of the budget compared to $117.1M realized to date in FY 2022-23. Ad Valorem Taxes, net of discounts and TIF taxes to the CRA, received to date was $55.2M or 97% of $55.3M as compared to $48.8M or 99% of $49.3M for FY 2022-23, as noted on Exhibit A.

Expenditures (Exhibit B) - Appropriations increased approximately $14.5M or 13.03% from $111.2M to $125.7M. The budget increase was due to mainly cost of wage increases and other operational cost.

Actual Expenditures—General Fund expenditures were $120.5M for the twelve-month period ending September 30, which is 96% of the $125.7M adopted for FY 2023-24. The increases are due to public safety operational costs, various contractual obligations, and early pension payments.

The year-to-date General Fund FY2023-24 spending levels, $120.5M of the $125.7M or 95.8% expended, are higher than the $115.3M spent in FY2022-23.

UTILITY FUND

The FY 2023-24 annual expenditure budget of $60.3M represents a $3.6M or 6.3% increase over the FY 2022-23 budget of $56.7M, see Exhibit C.

For the twelfth month period in FY 2023-24:
* Utility Revenues realized are $60.4M (100%)
* Utility Expenditures incurred are $57.2M (95%) of the appropriated budget.

This resulted in revenues in excess of expenditures, which yielded a surplus of approximately $3.2M.

Expenditures (Exhibit D) – Utility Fund FY 2023-24 expenditures to date (September 30, 2024) are $57.2M or 95% of the annual appropriation of $60.3M as compared to expenditures of $57.2M or 101% for the prior fiscal year.

Note: the attached documents (tables/charts) represent various revenues and expenditures through September.

Attachments:

FY23-24 Budget Review - GF - thru Sept 24 Summarized - Rev.pdf
FY23-24 Budget Review - GF - thru Sept 24 Summarized - Exp.pdf
FY23-24 Budget Review - UF - thru Sept 24 Summarized - Rev.pdf
FY23-24 Budget Review - UF - thru Sept 24 Summarized - Exp.pdf
FY23-24 Budget Review - GF - thru Sept 24 Summarized - Monthly.pdf
FY23-24 Budget Review - UF - thru Sept 24 Summarized - Monthly.pdf

CITY OF BOYNTON BEACH, FLORIDA

GENERAL FUND ANALYSIS

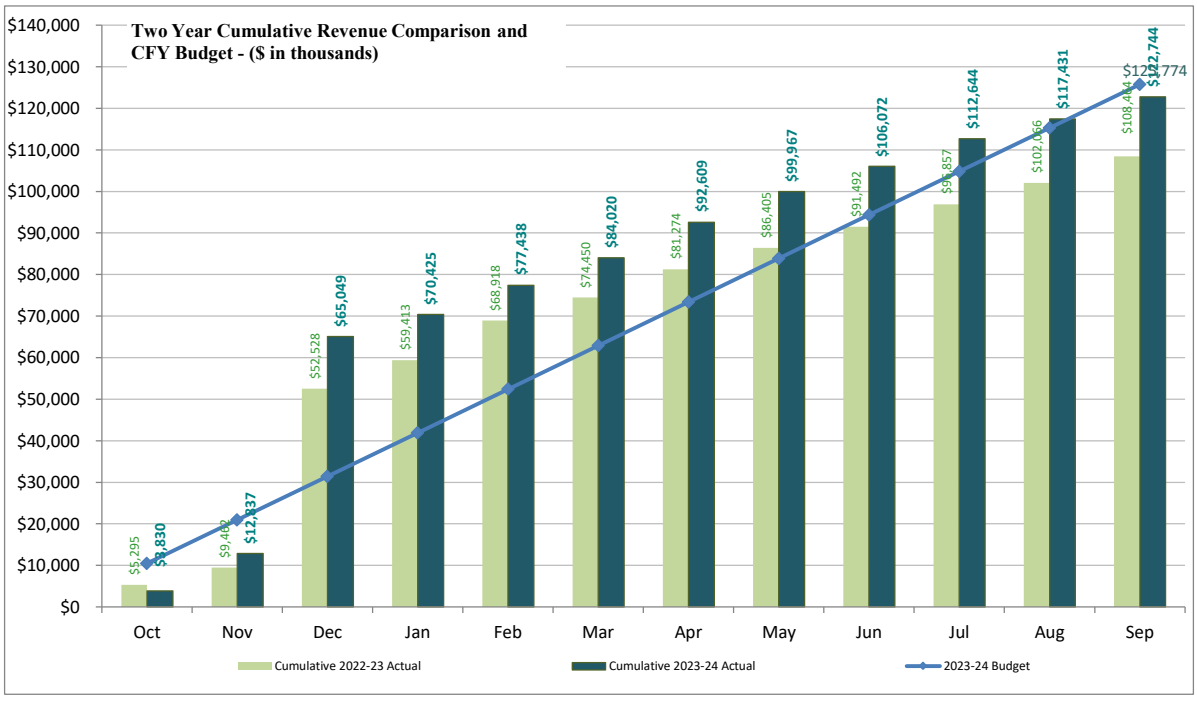
STATEMENT OF REVENUES - COMPARATIVE BUDGET TO ACTUAL

Fiscal Year Period Ended September 30, 2024 (100% of Fiscal Year 2024) - Unaudited

REVENUES

ACCOUNTS	FY 2023-24 BUDGET APPROVED	FY 2023-24 TO DATE REVENUE REALIZED	FY 2023-24 TO DATE % REALIZED	FY 2022-23 BUDGET APPROVED	FY 2022-23 TO DATE REVENUE REALIZED	FY 2022-23 TO DATE % REALIZED
AD VALOREM TAXES, net	$ 69,183,964	$ 68,930,964	100%	$ 61,282,091	$ 60,791,629	99%
LESS TIF TAXES TO CRA	(13,801,823)	(13,701,163)	99%	(11,964,587)	(11,941,022)	100%
NET TAXES TO THE CITY	55,382,141	55,229,801	100%	49,317,504	48,850,607	99%
LICENSES AND PERMITS						
BUSINESS TAXES	1,780,300	2,664,303	150%	1,730,300	1,594,082	92%
BUILDING PERMITS	190,000	211,461 *	111%	215,000	214,228	100%
FRANCHISE FEES	5,197,000	4,755,173	91%	5,865,900	6,016,952	103%
OTHR LICENSES, FEES & PER	160,000	104,629	65%	185,000	124,511	67%
FED-ECON ENVIRONMENT	-	-	0%	-	391,534	0%
INTERGOVERNMENTAL REVENUES						
OTHER FEDERAL REVENUE	50,000	33,836	68%	50,000	294,673	589%
STATE SHARED REVENUES	12,255,000	11,971,923	98%	12,015,456	12,884,023	107%
SHRD REV FROM OTHR LCL	330,000	245,665	74%	300,000	840,059	280%
CHARGES FOR SERVICES						
PYMTS IN LIEU OF TAXES	195,500	210,137	107%	195,500	195,763	100%
CHRGS-GENERAL GOVT	606,500	718,352	118%	685,000	983,768	144%
PUBLIC SAFETY	8,318,000	10,297,571	124%	8,851,200	8,028,269	91%
PHYSICAL ENVIRONMENT	15,000	24,205	161%	15,000	23,625	158%
CULTURE/RECREATION	1,392,060	1,016,647	73%	732,500	578,812	79%
INTEREST & MISC REVENUE						
LIBRARY FINES	12,800	261	2%	12,800	9,386	73%
VIOLATIONS LOCAL ORD.	470,000	549,724	117%	495,000	370,637	75%
INTEREST EARNINGS	317,000	1,761,275	556%	142,000	1,162,610	819%
RENTS AND ROYALTIES	632,840	534,479	84%	467,800	470,025	100%
SPECIAL ASSESSMENTS	6,971,000	7,026,653	101%	6,881,000	7,010,564	102%
SALE OF SURPLUS MATERIAL	3,000	2,183	73%	3,000	4,795	160%
CONTRIBUTIONS	184,000	-	0%	-	-	0%
OTHER MISC. REVENUE	4,841,815	5,573,642	115%	4,455,000	5,536,317	124%
SUBSCRIPTIONS	-	-	0%	-	2,774,237	0%
INTERNAL FUND TRANSFERS						
TRANSFERS	26,239,627	19,582,127	75%	21,346,000	21,500,420	101%
FUND BALANCE APPROPRIATED	230,319	230,319	100%	(2,683,037)	(2,683,037)	100%
Total Revenues	$ 125,773,902	$ 122,744,366	98%	$ 111,277,923	117,176,860	105%

** actual building revenue will be reclass to the Building Fund.*



CITY OF BOYNTON BEACH, FLORIDA

GENERAL FUND ANALYSIS

STATEMENT OF EXPENDITURES - COMPARATIVE BUDGET TO ACTUAL

Fiscal Year Period Ended September 30, 2024 (100% of Fiscal Year 2024) - Unaudited

EXPENDITURES						
ACCOUNTS	FY 2023-24 BUDGET APPROVED	FY 2023-24 TO DATE EXPENDED	FY 2023-24 TO DATE % EXPENDED	FY 2022-23 BUDGET APPROVED	FY 2022-23 TO DATE EXPENDED	FY 2022-23 TO DATE % EXPENDED
GENERAL GOVERNMENT						
CITY COMMISSION	$ 407,075	$ 401,115	99%	$ 371,109	$ 371,276	100%
CITY MANAGER	1,043,035	1,015,497	97%	908,031	905,748	100%
CITY HALL/GEN. ADMIN.	3,771,961	3,633,423	96%	4,242,896	4,639,972	109%
MARKETING	222,537	186,803	84%	432,637	472,022	109%
SPECIAL EVENTS	1,195,027	1,189,076	100%	631,094	639,803	101%
TOWN SQUARE	4,483,181	4,276,899	95%	4,529,643	4,526,532	100%
PUBLIC AFFAIRS	362,721	342,636	94%	302,890	282,052	0%
DEPT INTERNAL INVESTIGATN	379,930	367,883	97%	700	627	90%
CITY CLERK	822,367	777,185	95%	800,156	844,652	106%
FINANCIAL SERVICES	2,195,928	2,153,801	98%	1,730,861	1,801,748	104%
INNOVATION & TECH SOLUTNS	3,569,305	3,001,529	84%	2,904,021	3,500,617	121%
HUMAN RESOURCES	1,459,136	1,298,162	89%	1,385,675	1,371,184	99%
ADA & INCLUSION	12,713	12,235	96%	149,377	135,698	91%
CITY ATTORNEY	1,305,497	1,273,745	98%	717,115	730,056	102%
PUBLIC SAFETY						
UNIFORM SERVICES	21,893,841	21,602,762	99%	20,222,401	20,258,550	100%
OFFICE OF THE CHIEF	7,201,508	7,128,714	99%	5,259,766	5,725,081	109%
SUPPORT SERVICES	16,118,685	15,901,310	99%	15,472,399	17,341,055	112%
FIRE	36,052,258	35,227,091	98%	31,897,129	32,470,928	102%
CODE COMPLIANCE	0	569	#DIV/0!	0	0	0%
EMERGENCY MANAGEMENT	30,425	24,869	82%	36,524	20,674	57%
BUILDING & DEVELOPMENT						
DEVELOPMENT	431,797	369,617	86%	416,374	418,987	101%
BUILDING	0	0		4,100	4,573	112%
COMMUNITY STANDARDS	1,461,604	1,385,687	95%	1,442,133	1,456,083	101%
ENGINEERING	751,998	706,941	94%	795,926	802,271	101%
PLANNING & ZONING	1,084,945	1,038,633	96%	767,118	849,425	111%
ECONOMIC DEVELOPMENT	546,198	508,613	93%	453,217	307,285	68%
PUBLIC WORKS						
PUBLIC WORKS ADMIN	393,859	382,557	97%	207,903	210,131	101%
FACILITIES MANAGEMENT	2,787,265	2,522,783	91%	2,288,377	2,278,703	100%
BEAUTIFICATION & STREETS	2,158,935	1,961,493	91%	1,676,494	1,674,155	100%
PARKING SERVICES	945,465	818,482	87%	285,352	274,397	96%
CONSTRUCTION SERVICES	11,550	3,343	29%	0	0	#DIV/0!
LEISURE SERVICES						
LIBRARY	2,690,532	2,552,165	95%	2,467,390	2,479,801	101%
SCHOOLHOUSE MUSEUM SERV	265,604	229,720	86%	254,241	227,804	90%
RECREATION	3,591,207	3,425,286	95%	3,888,149	3,936,072	101%
WOMEN'S CLUB	68,500	16,675	24%	0	0	0%
ARTS & CULTURAL CENTER	1,023,911	718,566	70%	0	3,657	0%
PARKS & GROUNDS	5,033,402	4,597,790	91%	4,336,725	4,381,351	101%
CRA REIMB & RESERVES & LEASES	-	(544,135)		-	(41,460)	
Total Expenditures	$ 125,773,902	$ 120,509,520	96%	$ 111,277,923	$ 115,301,510	104%

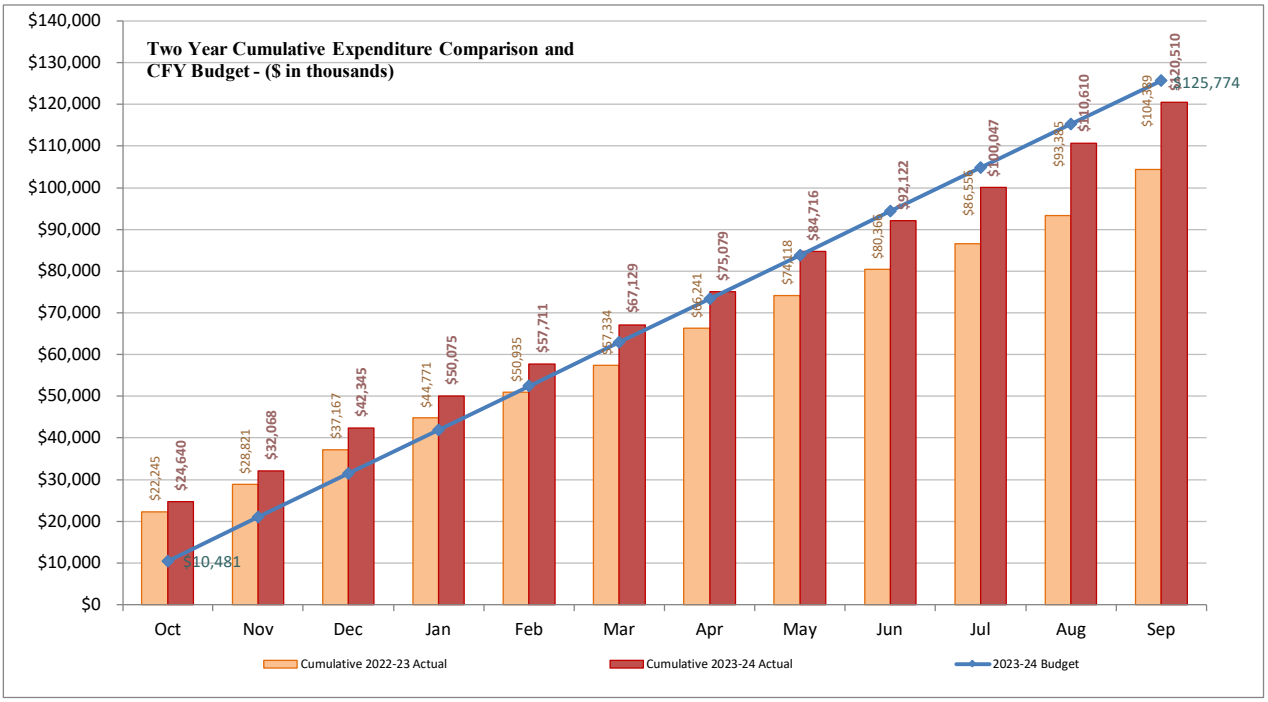


EXHIBIT C

CITY OF BOYNTON BEACH, FLORIDA

UTILITY FUND ANALYSIS

STATEMENT OF REVENUES - COMPARATIVE BUDGET TO ACTUAL

Fiscal Year Period Ended September 30, 2024 (100% of Fiscal Year 2024) - Unaudited

REVENUES						
ACCOUNTS	FY 2023-24 ADOPTED BUDGET	FY 2023-24 TO DATE REVENUE REALIZED	FY 2023-24 TO DATE % REALIZED	FY 2022-23 BUDGET APPROVED	FY 2022-23 TO DATE REVENUE REALIZED	FY 2022-23 TO DATE % REALIZED
WATER SALES	$ 28,050,000	$ 26,938,885	96%	$ 25,427,969	$ 23,359,890	92%
WATER CONNECTION FEE	20,000	13,740	69%	100,000	11,825	12%
WATER SERVICE CHARGE	750,000	794,289	106%	500,000	809,530	162%
WTR-BACKFLOW PREVNTR TEST	45,000	38,945	87%	30,000	52,138	174%
RECLAIMED WATER SALES	449,375	565,965	126%	449,375	589,697	131%
DISTRICT ENERGY PLANT	350,000	347,243	99%	400,000	331,977	83%
WATER CANAL ASSESSMENT	11,440	7,206	63%	11,440	7,273	64%
SEWER SERVICE	22,003,000	22,413,980	102%	20,897,847	19,808,583	95%
STORMWATER UTILITY FEE	6,600,000	6,411,813	97%	5,924,997	5,848,125	99%
TELEVISE SEWER LINES	11,590	-	0%	11,590	-	0%
FEES	34,460	730	2%	34,460	-	0%
INTEREST INCOME	300,000	1,050,834	350%	60,000	941,855	1570%
SALE OF SURPLUS MATERIAL	3,500	22,050	630%	3,500	4,716	135%
GAIN LOSS ON INVEST	-	-	0%	-	-	0%
OCEAN RGE UT TAX ADM CHG	900	1,224	136%	900	1,158	129%
LAKE WORTH WATER SEWER	4,000	8,336	208%	4,000	5,435	136%
ARPA INTERN	-	19,915	0%	-	35,850	0%
LAKE IDA WATER QUALITY	14,500	-	0%	14,500	14,048	97%
INSURANCE REIMBURSEMENT	-	37,907	0%	-	5,148	0%
GRANTS	-	-	0%	-	2,860	0%
MISCELLANEOUS INCOME	50,000	66,729	133%	50,000	62,547	125%
NET ASSETS APPROPR	1,682,939	1,682,939	100%	2,864,158	2,148,119	75%
TOTAL REVENUES	$ 60,380,704	$ 60,422,730	100%	$ 56,784,736	$ 54,040,774	95%

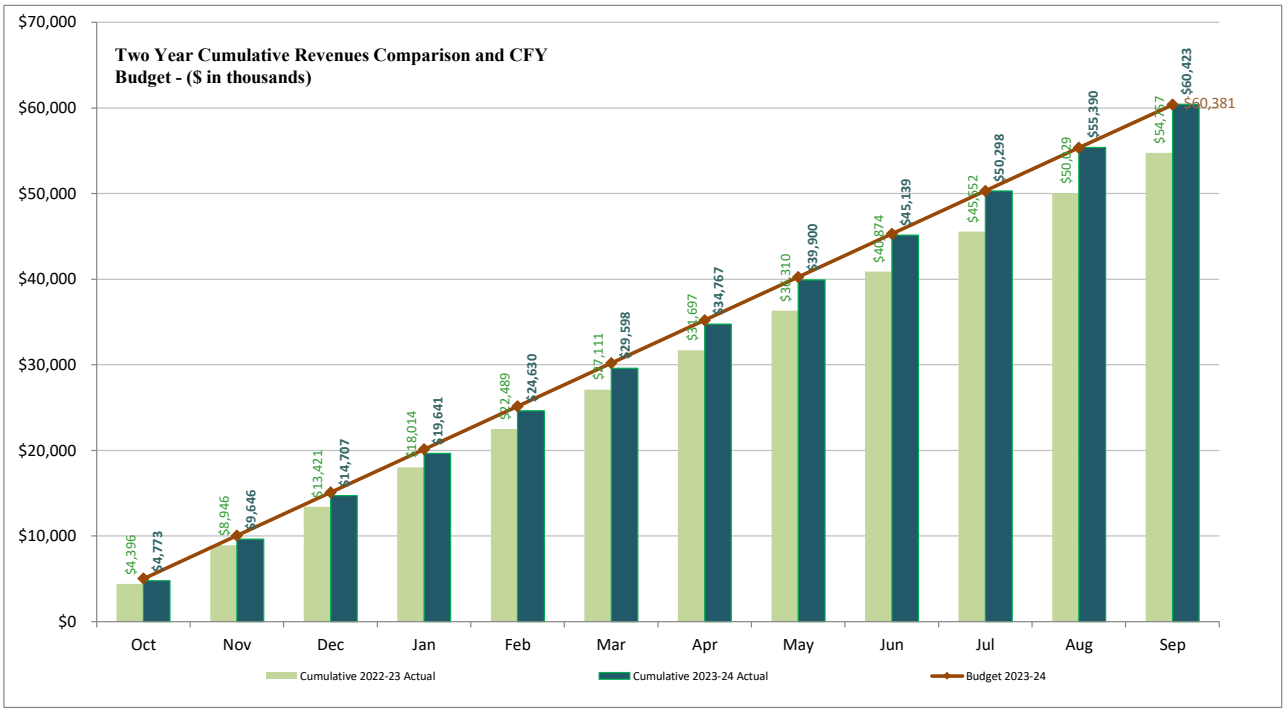


EXHIBIT D

CITY OF BOYNTON BEACH, FLORIDA

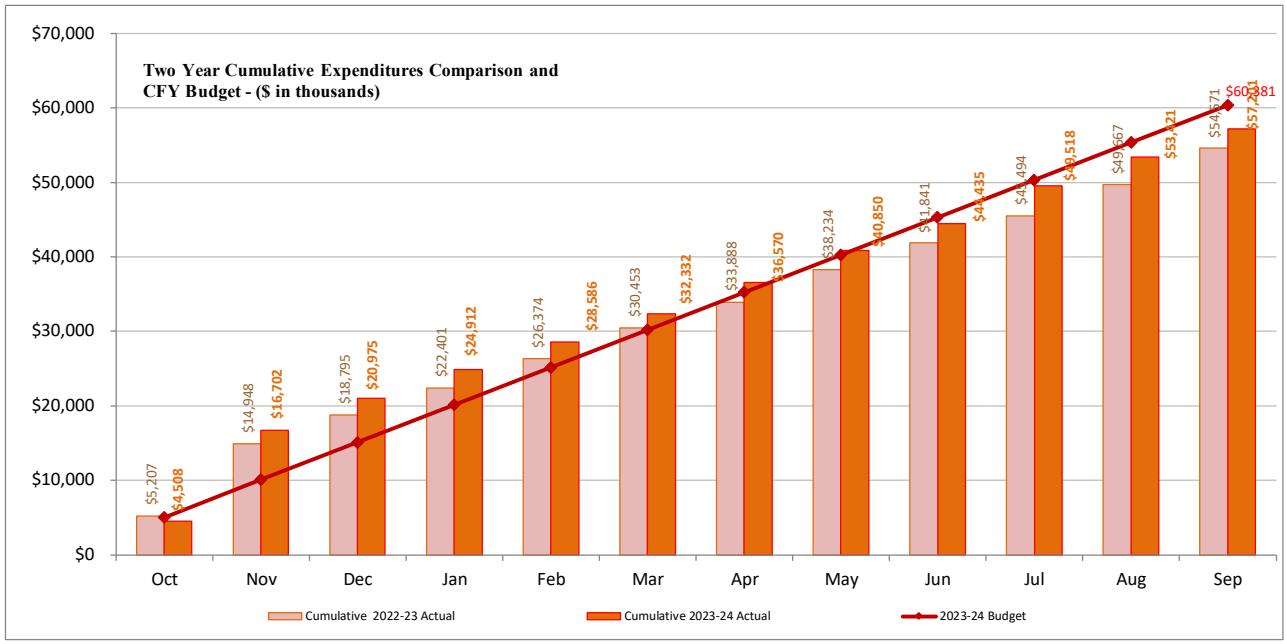
UTILITY FUND ANALYSIS

STATEMENT OF EXPENDITURES - COMPARATIVE BUDGET TO ACTUAL

Fiscal Year Period Ended September 30, 2024 (100% of Fiscal Year 2024) - Unaudited

EXPENDITURES						
ACCOUNTS	FY 2023-24 ADOPTED BUDGET	FY 2023-24 TO DATE EXPENDED	FY 2023-24 TO DATE % EXPENDED	FY 2022-23 BUDGET APPROVED	FY 2022-23 TO DATE EXPENDED	FY 2022-23 TO DATE % EXPENDED
DISTRICT ENERGY PLANT	$ 593,575	$ 475,235	80%	$ 402,625	$ 421,003	105%
WATER DISTRIBUTION	1,871,578	$ 1,688,926	90%	1,982,956	$ 4,392,624	222%
PUBLIC WATER TREATMENT	8,756,406	7,754,079	89%	7,571,503	7,139,033	94%
METER READING & SERVICES	1,539,154	1,483,734	96%	1,432,893	1,346,417	94%
WASTEWATER COLLECTION	1,982,135	1,697,619	86%	1,935,513	1,678,817	87%
WASTEWATER PUMPING STATNS	3,098,890	2,971,537	96%	2,904,154	2,827,742	97%
SEWAGE TREATMENT	6,204,300	6,155,663	99%	5,578,300	5,429,932	97%
WATER QUALITY	697,553	588,998	84%	714,801	634,957	89%
UTILITY ADMINISTRATION	23,105,642	22,191,010	96%	22,009,195	21,865,697	99%
UTILITES ENGINEERING	2,028,471	1,974,655	97%	1,731,906	1,845,909	107%
STORMWATER MAINTENANCE	1,794,328	1,721,867	96%	1,777,486	1,450,905	82%
CUSTOMER RELATIONS	1,056,415	857,554	81%	1,089,933	915,364	84%
DEBT SERVICE*	7,652,257	7,640,093	100%	7,653,471	7,575,145	99%
LOCAL GRANTS & RESERVES	-	-	0%	-	(266,553)	0%
Total Expenditures	$ 60,380,704	$ 57,200,970	95%	$ 56,784,736	$ 57,256,992	101%

* *adjusted to reflect Principal payments*



CITY OF BOYNTON BEACH, FLORIDA

STATEMENT OF REVENUES & EXPENDITURES - COMPARATIVE BUDGET TO ACTUAL

FY23/24 MONTHLY ANALYSIS

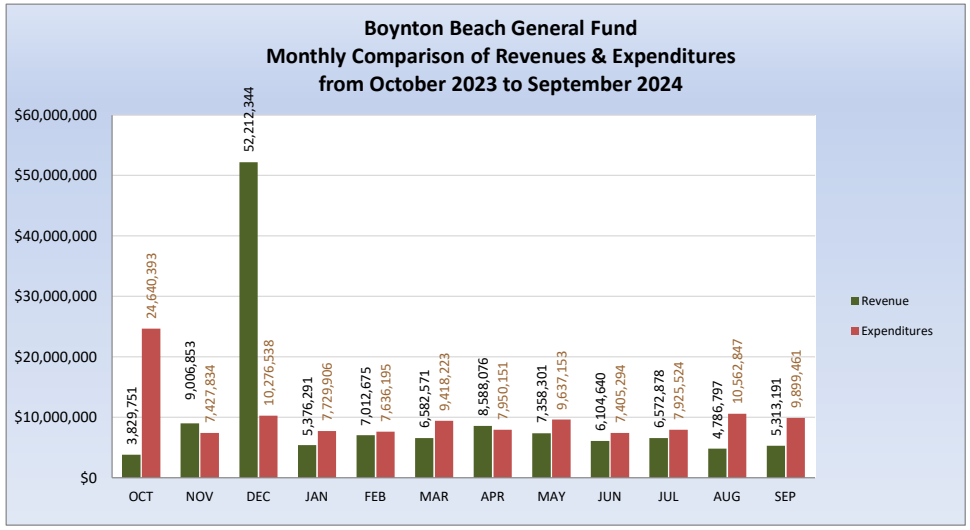
Beg Bal 10/1/23 17,475,097.00

REVENUES - 001 (General Fund)	CURRENT BUDGET	FY TO DATE ACTUAL	2023/24 REVENUE ACTUAL OCT	NOV	DEC (Period 3)	JAN	FEB	MAR (Period 6)	APR	MAY	JUN (Period 9)	JUL	AUG	SEPT (Period 12)
310 TAXES	$ 57,162,441	**$ 57,894,103**	$ 1,283,392	$ 2,826,608	$ 42,249,354	$ 1,071,603	$ 2,587,163	$ 1,472,787	$ 2,670,677	$ 835,464	$ 291,258	$ 1,392,621	$ 673,514	$ 539,662
320 LICENSES AND PERMITS	5,547,000	**5,071,263**	(559,156)	651,668	557,089	479,672	429,848	16,358	1,426,951	430,113	477,223	507,971	25,597	627,929
330 INTRGOVTL RENENUE	12,830,500	**12,461,562**	327,259	1,219,018	1,044,859	1,065,777	1,205,271	1,040,027	1,132,591	1,141,680	1,072,630	1,017,367	1,203,792	991,291
340 CHARGES FOR SERVICES	10,331,560	**12,056,775**	961,011	756,011	1,951,584	736,562	572,849	1,897,822	1,041,628	960,045	718,727	812,704	522,125	1,125,706
350 FINES AND FORFEITURES	482,800	**549,985**	24,989	40,219	29,026	8,441	41,562	63,730	70,882	47,790	34,840	114,421	24,226	49,860
360 MISCELLANEOUS REVENUE	12,949,655	**14,898,233**	141,219	1,862,292	4,729,395	363,199	524,945	440,810	594,310	2,292,171	1,858,925	1,076,756	686,506	327,706
380 TRANSFERS	26,239,627	**19,582,127**	1,631,844	1,631,844	1,631,844	1,631,844	1,631,844	1,631,844	1,631,844	1,631,844	1,631,844	1,631,844	1,631,844	1,631,844
380 NON OPERATING SOURCES	230,319	**230,319**	19,193	19,193	19,193	19,193	19,193	19,193	19,193	19,193	19,193	19,193	19,193	19,193
Total Revenues	**125,773,902**	**122,744,366**	**3,829,751**	**9,006,853**	**52,212,344**	**5,376,291**	**7,012,675**	**6,582,571**	**8,588,076**	**7,358,301**	**6,104,640**	**6,572,878**	**4,786,797**	**5,313,191**
		0.3												
		Rounding, >"3" then reconcile												
EXPENDITURES - 001 (General Fund)			**2023/24 EXPENDITURE**											
Total Expenditures	**125,773,902**	**120,509,519**	**24,640,393**	**7,427,834**	**10,276,538**	**7,729,906**	**7,636,195**	**9,418,223**	**7,950,151**	**9,637,153**	**7,405,294**	**7,925,524**	**10,562,847**	**9,899,461**
		($1)												
Net Change		**2,234,847**	**(20,810,642)**	**1,579,019**	**41,935,806**	**(2,353,615)**	**(623,521)**	**(2,835,652)**	**637,925**	**(2,278,853)**	**(1,300,654)**	**(1,352,646)**	**(5,776,050)**	**(4,586,270)**

FY23/24 MONTHLY ANALYSIS

	Revenue	Expenditures
OCT	3,829,751	24,640,393
NOV	9,006,853	7,427,834
DEC	52,212,344	10,276,538
JAN	5,376,291	7,729,906
FEB	7,012,675	7,636,195
MAR	6,582,571	9,418,223
APR	8,588,076	7,950,151
MAY	7,358,301	9,637,153
JUN	6,104,640	7,405,294
JUL	6,572,878	7,925,524
AUG	4,786,797	10,562,847
SEP	5,313,191	9,899,461
	122,744,366	120,509,519

Note: Major contributors to the surplus are Property Taxes and Special Assessments, part of the Misc. Revenues category. Annually both these source of revenues are mostly collected early in the Fiscal Year.



CITY OF BOYNTON BEACH, FLORIDA

STATEMENT OF REVENUES & EXPENDITURES - COMPARATIVE BUDGET TO ACTUAL

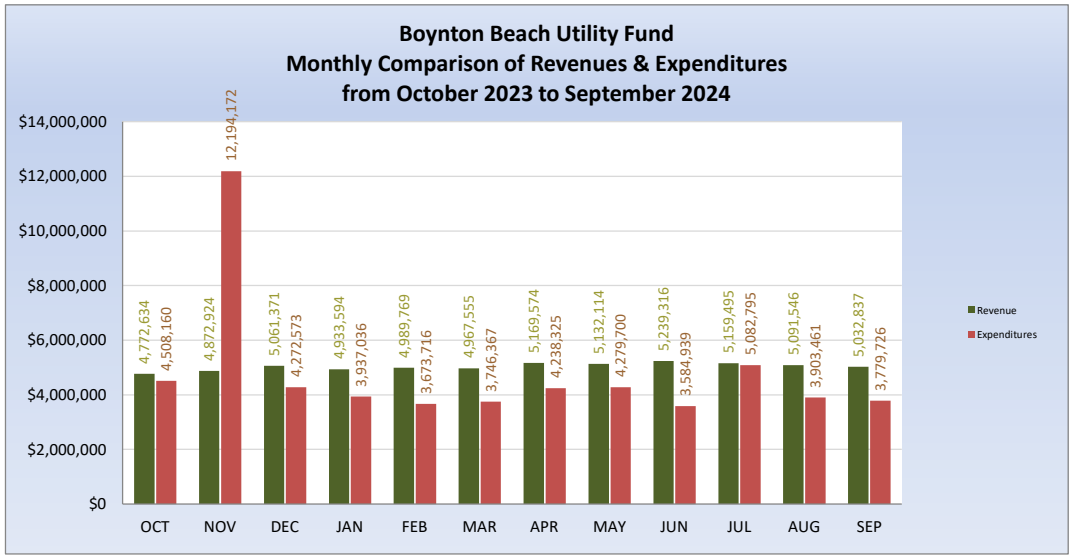
FY23/24 MONTHLY ANALYSIS

	CURRENT	FY TO DATE		2023/24 REVENUE ACTUAL											
REVENUES - 401 (Utility Fund)	**BUDGET**	**TOTAL**		**OCT**	**NOV**	**DEC (Period 3)**	**JAN**	**FEB**	**MAR (Period 6)**	**APR**	**MAY**	**JUN (Period 9)**	**JUL**	**AUG**	**SEPT (Period 12)**
340 CHARGES FOR SERVICES	58,324,865	**57,532,795**	99%	4,408,417	4,700,746	4,800,444	4,703,875	4,784,370	4,750,199	4,941,990	4,901,036	5,018,577	4,876,060	4,879,846	4,767,235
360 MISCELANEOUS. REVENUE	372,900	**1,206,996**	324%	223,973	31,934	120,682	89,473	65,154	77,111	87,339	90,833	80,493	143,190	71,456	125,357
380 OTHER SOURCES	1,682,939	**1,682,939**	100%	140,245	140,245	140,245	140,245	140,245	140,245	140,245	140,245	140,245	140,245	140,245	140,245
Total Revenues	**60,380,704**	**$60,422,729**	100%	**4,772,634**	**4,872,924**	**5,061,371**	**4,933,594**	**4,989,769**	**4,967,555**	**5,169,574**	**5,132,114**	**5,239,316**	**5,159,495**	**5,091,546**	**5,032,837**
		$ (1)	**Rounding, >"3" then reconcile**												
EXPENDITURES - 401 (Utility Fund)															
Total Expenditures	**60,380,704**	**$57,200,970**	95%	**4,508,160**	**12,194,172**	**4,272,573**	**3,937,036**	**3,673,716**	**3,746,367**	**4,238,325**	**4,279,700**	**3,584,939**	**5,082,795**	**3,903,461**	**3,779,726**
		$ (0)													
Net Change		**3,221,759**		**264,474**	**(7,321,247)**	**788,798**	**996,557**	**1,316,052**	**1,221,188**	**931,249**	**852,414**	**1,654,377**	**76,701**	**1,188,086**	**1,253,111**

FY23/24 MONTHLY ANALYSIS

	Revenue	Expenditures
OCT	4,772,634	4,508,160
NOV	4,872,924	12,194,172 *
DEC	5,061,371	4,272,573
JAN	4,933,594	3,937,036
FEB	4,989,769	3,673,716
MAR	4,967,555	3,746,367
APR	5,169,574	4,238,325
MAY	5,132,114	4,279,700
JUN	5,239,316	3,584,939
JUL	5,159,495	5,082,795
AUG	5,091,546	3,903,461
SEP	5,032,837	3,779,726
	60,422,729	57,200,970

*debt principal payment



City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/ 4/2025

Proposed Resolution No. R25-035- Approve Task Order No. GESUT-2C-04-25 with CDM Smith, Inc. to assist the City in reviewing, refining, and updating its base construction contract specifications, for a not-to-exceed amount of $65,791.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-035.

Explanation of Request: The Utilities Department is requesting City Commission approval of Task Order No. GESUT-2C-04-25 with CDM Smith Inc. under the City's General Engineering Consulting Services Agreement (RFQ No. CW24-001). The task order provides for the review, refinement, and updating of the City's base construction contract specifications, including the Special Conditions and Technical Specifications (Divisions 02, 03, 16, and 17).

This effort aims to ensure that the specifications remain current with applicable codes, industry standards, and best practices and address issues identified through prior projects, such as vague or conflicting language. The scope of services includes a comprehensive technical review, coordination with EJCDC (Engineers Joint Contract Documents Committee) guidelines, stakeholder meetings, and preparation of final deliverables, including updated specifications in both editable and finalized formats.

The total not-to-exceed cost of the task order is $65,791, and the project timeline is estimated at four months from the issuance of the Notice to Proceed (NTP). Funding for this task order is available within the Utilities Department's approved FY25 budget.

How will this affect city programs or services? Approval of this task order will positively impact City programs and services by enhancing the quality and efficiency of the City's construction projects. By updating and refining the base construction contract specifications, the City will reduce the risk of project delays, cost overruns, and disputes arising from unclear or outdated specifications.

The improved clarity and alignment with industry standards will streamline the bidding, contracting, and construction processes, ensuring that infrastructure projects are completed on time and within budget. This will directly benefit City services by enabling faster delivery of critical utility projects, minimizing disruptions to residents, and ensuring long-term reliability and sustainability of City infrastructure.

The review and updates will address inconsistencies, redundancies, and outdated content, reducing the potential for disputes and change orders during construction projects.

Approval of this task order is essential to maintaining the City's commitment to high-quality project delivery and infrastructure improvements.

Budgeted Item: Yes

Account Line Item and Description: 401-2823-536.31-90 - Other Professional Services - Engineer Division operating Budget - $100,000.00 Available

Fiscal Impact: The fiscal impact of this task order is a not-to-exceed amount of $65,791, which will be funded from the Utilities Department's approved FY25 Operating budget. No additional appropriations are required, and the project will be billed based on rates set by RFQ CW24-001. This task order represents a cost-effective approach to maintain and improve the City's construction contract specifications, which supports the efficient delivery of future infrastructure projects.

Funding is available in the 401-2823-536.31-90 account - Other Professional Services - Engineer Division operating Budget - $100,000 Available

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Attachments:
R25-035 Agenda_Item_2661-2025_Resolution_to_approve_Task_Order_with_CDM_Smith__Inc..docx
Task_Order_Form_-_Consultant_GEST-2C-04-25__002_.pdf
RFQ CW24-001 General Eng Consulting Svs - Contract -CDM Smith - signed.pdf
City of Boynton Beach Specifications Review TO_GESUT-2C-04-25_R1.pdf
City of Boynton Beach-570110041464.pdf

RESOLUTION NO. R25-035

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING TASK ORDER NO. GESUT-2C-04-25 FOR CDM SMITH, INC. TO ASSIST THE CITY IN REVIEWING, REFINING, AND UPDATING ITS BASE CONSTRUCTION CONTRACT SPECIFICATIONS FOR AN AMOUNT NOT TO EXCEED $65,791; AUTHORIZING THE MAYOR TO EXECUTE THE TASK ORDER AND ANY FUTURE DOCUMENTS ASSOCIATED WITH THE TASK ORDER THAT DO NOT INCREASE THE CITY'S FINANCIAL OBLIGATIONS, SUBJECT TO THE APPROVAL OF THE CITY ATTORNEY; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of Boynton Beach Utilities Department requests the approval of Task Order No. GESUT-2C-04-25 with CDM Smith, Inc. ("Vendor"), utilizing the General Engineering Consulting Services Agreement with the City, to provide for the review, refinement, and update of the City's base construction contract specifications, including the Special Conditions and Technical Specifications; and

WHEREAS, the scope of the services includes a comprehensive technical review, coordination with the guidelines of the Engineers Joint Contract Documents Committee ("EJCDC"), stakeholder meetings, and preparation of final deliverables, including updated specifications in both editable and finalized formats; and

WHEREAS, the approval of Task Order No. GESUT-2C-04-25 will ensure that the City's construction contract specifications remain current with applicable codes, industry standards, and best practices and address issues identified from prior projects, including vague or conflicting language; and

WHEREAS, the total cost of Task Order No. GESUT-2C-04-25 is not to exceed $65,791, based on the rates established in the General Engineering Consulting Services Agreement, with a projected timeline estimated to be four months from the issuance of the Notice to Proceed; and

WHEREAS, upon recommendation of staff, the City Commission finds it in the best interest of the citizens and residents of the City to approve Task Order No. GESUT-2C-04-25 and authorize the Mayor to execute the Task Order and any amendments that do not increase

the City's financial obligations, subject to review by the office of the City Attorney for legal sufficiency.

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

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

SECTION 2. The City Commission approves Task Order No. GESUT-2C-04-25, attached as Exhibit A, authorizes the Mayor to execute the Task Order and any amendments that do not increase the City's financial obligations, subject to review by the office of the City Attorney for legal sufficiency.

SECTION 3. This Resolution shall become effective as provided by law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of February 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Form of Task Order

CITY OF BOYNTON BEACH
General Engineering Consulting Services Task Order
Task Order No. GESUT-2C-04-25

Consultant: **CDM Smith Inc.**

1. **Task/Project**. Review of City Base Specifications – Special Conditions Section 00 and Technical Specifications Sections 02, 03, 16, and 17

2. **Detailed Scope of Professional Services**.
A detailed scope of services under this Task Order, in accordance with the phases of service detailed in the Agreement, is attached as **Exhibit A.**

3. **Deliverables and Schedule**.
For study/design related services: Consultant shall deliver to the City the deliverables specified at the time indicated on the attached **Exhibit A.**

For project administration services: Consultant shall provide project/construction administration services in accordance with the Agreement and project schedule.

4. **Compensation**.
The total estimated construction costs of the Project or the cost of the study or report for this Task Order may not exceed the amounts set forth in Section 287.055, Florida Statutes.

The total Fee to be paid to the Consultant under this Task Order shall not exceed $65,791, based on the hourly rates currently in effect under the Agreement.

A detailed fee schedule is attached as **Exhibit 1.**
The payment schedule (based on deliverables) is attached as **Exhibit 1**.

5. **Agreement Reference**.
This Task Order shall be performed under the terms and conditions described within the General Engineering Consulting Services Agreement, dated November 19, 2024, by and between the City of Boynton Beach and CDM Smith, Inc. ("Consultant"), Contract No. CW24-001.

6. **Insurance**.
Consultant shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the City as of the date of this Task Order.

7. **Exhibits**.
All attached Exhibits are incorporated fully into this Task Order and the Agreement.

8. **Notice to Proceed *(Task Order Form and Purchase Order)***.

☒ If checked, Consultant's receipt of a fully-executed copy of this Task Order and Purchase Order (PO) shall serve as the Notice to Proceed under this Task Order, effective as of the date the fully-executed Task Order was emailed to the Consultant.

☐ If checked, Consultant shall commence Services under this Task Order as specified in a forthcoming Purchase Order (PO) and Notice to Proceed.

CONSULTANT:

By: _____

Print Name: Suzanne Mechler

Date: January 13, 2025

CITY OF BOYNTON BEACH

By: _____
Ty Penserga, Mayor

Date: _____, 2025

City Attorney's Office
Approved as to form and legality
By: _____

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 a Certificate is provided upon selection of vendor.)* Thefollowing 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 orlower 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
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse Products		
Completed Operations Contractual		
Independent Contractors Fire		
Legal Liability		
Professional Liability	Aggregate	$ 1,000,000.00
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employe	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified		to be determined

INSURANCE ADVISORY FORM

GENERAL ENGINEERING CONSULTING SERVICES AGREEMENT

This Agreement ("Agreement"), is entered into between the **City of Boynton Beach**, a municipal corporation organized and existing under the laws of Florida, with a business address of **100 East Ocean** Ave., Boynton Beach, FL 33435, hereinafter referred to as "CITY", and **CDM Smith, Inc.** a [type of entity: corporation] authorized to do business in the State of Florida, with a business address of **621 NW 53RD Street, Suite 265, Boca Raton, FL 33487**, hereinafter referred to as "VENDOR". In consideration of the mutual benefits, terms, and conditions hereinafter specified, the Parties agree as set forth below.

WHEREAS, the CITY solicited proposals for a non-exclusive agreement to perform General Engineering Consulting Services, and

WHEREAS, the CITY issued a **Request for Qualification for General Engineering Consulting Services**; and

WHEREAS, RFQ No. CW24-001 defined Scope of Services for General Engineering Consulting Services; and

WHEREAS, the CITY determined that VENDOR was qualified for appointment to perform the scope of services set forth in RFQ No. CW24-001; and

WHEREAS, the CITY Commission on **July 16, 2024**, determined that VENDOR was qualified for appointment to perform the scope of services set forth in the Request For Qualifications RFQ No. CW24-001; and

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties agree as follows:

1. SERVICES AND RESPONSIBILITIES.

1.1 VENDOR hereby agrees to perform the General Engineering Consulting Services, by way of individual Task Orders, at the request of the CITY during the term of this Agreement as more particularly described in the **Request for Qualifications RFQ No. CW24-001 for General Engineering Consulting Services**, which is incorporated herein by reference.

The specific projects that may be assigned to the VENDOR are in conjunction with the specific ☒ box next to the Scope Category:

☐Scope Category A Water Plant Modifications, Capacity and Operations Evaluation
☒**Scope Category B Infrastructure Improvements and Evaluations**
☒**Scope Category C Ancillary Studies and Services**
☐Scope Category D Transportation Services
☐Scope Category E Architectural Services
☐Scope Category F Hydrogeological Services
☐Scope Category G Green Infrastructure, Sustainability, and Resiliency Services
☐Scope Category H Geotechnical Services
☐Scope Category J Civil Land Development Services
☐Scope Category K Recreation and Parks Services

1.2 The VENDOR agrees to perform work assigned by Task Order(s) (the "Services") under such terms as set forth in the Task Order(s). The Task Order Form is attached hereto as **Exhibit A**. The terms of the Task Order(s) shall be supplemental to the terms of this Agreement.

1.3 VENDOR shall furnish all services, labor, equipment, supplies, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all Services performed under this Agreement shall be done in a professional manner.

1.4 VENDOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional and ethical guidelines established by their profession. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises VENDOR thereof in writing, VENDOR agrees to re-perform such deficient services without charge to the CITY.

1.5 The relationship between CITY and VENDOR created hereunder and the services to be provided by VENDOR pursuant to this Agreement are non-exclusive. CITY shall be free to pursue and engage similar relationships with other VENDORS to perform the same or similar services performed by VENDOR hereunder, so long as no other consultant shall be engaged to perform the specific project(s) assigned to VENDOR while VENDOR is so engaged without first terminating such assignment. VENDOR shall be free to pursue relationships with other parties to perform the same or similar services, whether or not such relationships are for services to be performed within the CITY, so long as no such relationship shall result in a conflict of interest, ethical or otherwise, with the CITY's interests in the services provided by VENDOR hereunder.

1.6 The VENDOR is responsible for defects in its work and in the work of its Sub consultants'.

1.7 **PRELIMINARY SERVICES PHASE:** The VENDOR shall prepare preliminary studies and reports, feasibility studies, financial and fiscal studies, and evaluation of existing facilities, preparation of schematic layouts and sketches where required; develop construction budgets, opinions of Probable Construction Cost, and shall consult and confer with the CITY as may be necessary for the CITY to reach decisions concerning the subject matter. The VENDOR shall attend meetings with the CITY Commission and CITY staff as may be required, and provide the CITY with a time schedule which shall include but not be limited to submittal of all milestones related to the project up to delivery of 100% construction documents.

1.7.1 During the preliminary services phase, the VENDOR shall advise the CITY, based on VENDOR'S professional opinion and the current project conditions and reasonably foreseeable conditions of the completeness of existing data and its suitability for the intended purposes of the project; VENDOR to obtain data from other sources; identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project; provide analyses of the CITY'S needs for surveys; perform site evaluations and comparative studies of prospective site and solutions; and prepare and furnish a report to the City setting forth the VENDOR'S findings and recommendations.

1.7.2 Preliminary design services to be performed by the VENDOR shall include consultation and advice concerning the extent and scope of proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable Construction Costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate. Up to six (6) copies of the preliminary design documents shall be furnished to the CITY, the exact number needed shall be determined by the CITY.

1.7.3 VENDOR shall provide environmental assessment and impact statements as required to determine the suitability of the site and its surrounds for the proposed project; and/or

1.7.4 Upon authorization of the CITY, the VENDOR will provide advice and assistance relating to operation and maintenance of project or other systems; evaluate and report on operations; assist the CITY in matters relating to regulatory agency operations review or operating permit non-compliance; assist with startup and operator training for newly installed or modified equipment and processes, and in the preparation of operating, maintenance and staffing manuals for the project.

1.8 **BASIC SERVICES:** The VENDOR shall consult and advise the CITY in the following manner: specifying the extent and scope of the work to be performed; prepare detailed construction drawings and specifications; revise and update, where necessary, previously designed construction plans and specifications, whether in whole or in part, to be incorporated into the proposed work and prepare construction documents and final estimate of probable Construction Cost. The final design services shall be provided in an electronic format, and shall also include furnishing up to six (6) copies of plans and specifications to the CITY; the exact number needed shall be determined by the CITY.

1.9 **FINAL DESIGN SERVICES** shall also include preparation of permit applications as may be required by such agencies as have legal review authority over the project. These applications shall include but not be limited to site plan approvals or other permits and work efforts and shall also consist of meetings at staff level and meetings with the appropriate governing body and the CITY. Unless specifically provided for under the final design phase, permit application services do not include applications requiring environmental impact statements or environmental assessments, consumptive use permits, and landfill permits.

1.9.1 The VENDOR based upon the approved design documents and any adjustments authorized by the CITY in each project, project schedule, or construction budget shall prepare for approval by the CITY, design development documents consisting of drawings and other documents to fix and describe the size and character of each project's civil engineering, environmental, landscape, architectural, structural, mechanical, and electrical systems, and any other requirements or systems, materials and such other elements as may be appropriate for a complete project. The VENDOR shall also advise the CITY of any adjustments to the preliminary estimate of probable Construction Costs.

1.9.2 The VENDOR based on CITY approved design development documents and any further adjustments in the scope or quality of the project or in the construction budget shall prepare Construction Documents within the number of calendar days specified within any notice issued by the CITY. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for the construction of the project.

1.9.3 The VENDOR shall assist the CITY in the preparation of the necessary proposal information and forms.

1.9.4 The VENDOR shall advise the CITY of any adjustments to previous estimates of probable Construction Costs indicated by changes in codes, administrative and jurisdictional requirements of general market conditions.

1.9.5 The VENDOR shall submit to the CITY for each project, electronic format and up to six (6) copies of the Construction Documents, and a further revised estimate of total probable Construction Cost.

1.9.6 VENDOR shall include in the Construction Documents a requirement that the construction contractor shall provide a final as-built survey of the project in Autocad electronic format by a registered Land Surveyor, and provide marked-up construction drawings to the VENDOR so that the VENDOR can prepare and deliver to the CITY the record drawings in the form required by the CITY and as required.

1.9.7 Prior to final approval of the Construction Documents by the CITY, the VENDOR shall conduct a thorough review and quality control evaluation of the entire work product for compliance with the requirements of any local, state, or federal agency from which a permit or other approval is required. The VENDOR shall make sure that all necessary approvals have taken place.

1.9.8 Prior to each phased submittal, the VENDOR shall conduct a thorough quality control review and assessment of the work product to determine whether the work is properly coordinated and confirm that the CITY and agency comments have been addressed and incorporated into the Contract Documents. The VENDOR shall provide to the

CITY a Quality Assurance and Quality Control plan in a format that advises the CITY that all work has been performed as required. A report shall be submitted in accordance with those standards to apprise the CITY that due care has been taken in the preparation of the Contract Documents.

1.9.9 The VENDOR shall signify responsibility for the Contract Documents including technical specifications and drawings prepared pursuant to this Agreement by affixing a signature, date and seal as required by Florida Statutes Chapters 471 and 481, if applicable. The VENDOR shall comply with all of its governing laws, rules, regulations, codes, directives, and other applicable federal, state, and local requirements in preparation of the work.

1.10 The VENDOR shall provide the construction documents, technical specifications, and drawings completed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

1.11 The VENDOR, following the CITY's approval of the Construction Documents and the latest estimate of probable Construction Cost, shall, when so directed and authorized by the CITY, assist the CITY in obtaining proposals or negotiated proposals and assist in preparing contracts for construction.

1.11.1 The VENDOR shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the CITY'S Procurement Administrative Policy Manual.

1.11.2 Any Opinion of the Construction Cost prepared by VENDOR represents its judgment as a design professional and is supplied for the general guidance of the CITY. Since VENDOR has no control over market conditions, VENDOR does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CITY. If the project is not advertised for proposals within three (3) months after delivery of Final Design Plans, through no fault of the VENDOR or if either local market conditions or industry-wide prices have changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted as determined by the CITY'S Representative and as approved by the CITY, if necessary. Additionally, if the CITY expands a project scope of work after the VENDOR renders the Final estimated probable Construction Cost of the Final Design Plans, the VENDOR shall not be responsible for any redesign without compensation, which shall be mutually agreed to by the parties hereto.

1.11.3 The VENDOR shall provide the CITY with a list of recommended prospective bidders.

1.11.4 The VENDOR shall attend all pre-proposal/per-bid conferences.

1.11.5 The VENDOR shall recommend any addenda, through the CITY'S representative as appropriate, to clarify, correct, or change proposal documents.

1.11.6 If Pre-Qualification of bidders is required as set forth in the Request for Proposals, Request for Qualifications or Invitation to Bid (two-step bid process), VENDOR shall assist the CITY, if requested in developing qualifications criteria, review qualifications and recommend acceptance or rejection of the bidders.

1.11.7 If requested, VENDOR shall evaluate proposals and bidders, and make recommendations regarding any award by the CITY.

1.12 The CITY shall make decision on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the work after receiving a recommendation from the VENDOR. The VENDOR shall check schedules, shop drawings and other submissions for the limited purpose of checking conformance with the concept of the project, and for compliance with the information given by the Construction Documents. The VENDOR shall also review change orders prepared and submitted by

Contractor and review and make recommendations to the City for progress payments to the Contractor based on each project schedule of values and the percentage of work completed. The VENDOR will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the construction of the assigned task order projects.

1.12.1 The CITY shall maintain a record of all change orders, which shall be categorized to the various types, causes, etc. that may be determined useful and necessary for its purpose.

1.12.2 If the VENDOR is not the Construction Manager for the construction, the CITY shall notify the VENDOR within three (3) business days of the discovery of any architectural/engineering error or omission so that the VENDOR can be part of the negotiations resolving the claim between the CITY and the Contractor.

1.13 The VENDOR shall carefully review and examine the Contractor's schedule of values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced schedule of values which allocates greater value to certain elements of each project than is indicated by industry standards, supporting documentation, or data. If the schedule of values is not found to be appropriate, it shall be returned to the Contractor for revision for supporting documentation. After making such examination, when the schedule of values is found to be appropriate, the VENDOR shall sign the schedule of values indicated in the belief that the schedule of values constitutes a reasonable, balanced basis for payment of the Application for Payment to the Contractor.

1.14 The VENDOR shall perform on-site construction observation of each project based on the Construction Documents in accordance with paragraph 1.19 "Resident Project Services" of this Agreement. The VENDOR observation shall determine the progress of the work completed, and whether the work is proceeding in a manner indicating that the work when fully competed will be in accordance with the Construction Documents. On the basis of site visits, the VENDOR will provide the CITY with a written report of each site visit in order to reasonably inform the CITY of the progress of the portion of the work completed. The VENDOR shall endeavor to identify for the CITY any defects and deficiencies in the work of contractors, and make written recommendation to the CITY where the work fails to conform to the Construction Documents. The VENDOR shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures. or for safety precautions and programs in connection with the work, nor shall the VENDOR be responsible for the Contractor's failure to perform the work in accordance with the requirements of the Contract Documents. The VENDOR shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Based on such observation and the Contractor's Application for Payment, the VENDOR shall determine the amount due to the Contractor and shall issue Certificates for Payment in such amount. These Certificates will constitute a representation to the CITY based on such observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate of Payment, the VENDOR will also represent to the CITY that to the best of its information and belief, based on what its observation has revealed, the work is in accordance with the Construction Documents. The VENDOR shall conduct observations to determine the dates of substantial and final completion and issue a recommendation for final payment.

1.15 The VENDOR shall revise the Construction drawings and submit record or corrected drawings to the CITY to show those changes made during the construction process based on the marked up prints, drawings, and other data furnished by the Contractor. The record drawings shall be provided in electronic format inclusive of conformed PDF files and AutoCad files in a form compatible with the CITY'S version of AutoCad formats for archival purposes.

1.16 The VENDOR shall attend regularly scheduled progress meetings on site bi-monthly or as otherwise determined based on a specific need established prior to construction by the CITY.

1.17 The VENDOR shall review change orders prepared and submitted by the Contractor for the CITY'S approval. VENDOR shall not authorize any changes in the work or time, no matter how minor, without prior written approval by the CITY.

1.18 Each project's construction or demolition shall be considered complete upon compilation of a punchlist by VENDOR, which shall be timely completed by Contractor to the satisfaction of the CITY, written notification to Contractor by VENDOR that all releases of liens are satisfied, and written recommendation by VENDOR for final payment to the Contractor which shall be at the sole discretion of the CITY.

1.19 **RESIDENT PROJECT SERVICES:** During the Construction progress of any work, the VENDOR will, if authorized by the CITY, provide resident project observation services to be performed by one or more authorized employees ("Resident Project Representative") of the VENDOR. Resident Project Representatives shall provide extensive observation services at the project site during construction. The Resident Project Representative will endeavor to identify for the CITY any defects and deficiencies in the work of the Contractor(s). Resident project observation services shall include but are not limited to the following:

a. Conducting all pre-construction conferences;
b. Conducting all necessary construction progress meetings;
c. Observation of the work in progress to the extent authorized by the CITY;
d. Receipt, review coordination, and disbursement of shop drawings and other submittals;
e. Maintenance and preparation of progress reports;
f. Field observation and verification of quantities of equipment and materials installed;
g. Verification of contractors' and subcontractors' payrolls and records for compliance with applicable contract requirements;
h. Maintenance at each project site on a current basis of all drawings, specifications, contracts, samples, permits, and other project-related documents, and at the completion of each project, deliver all such records to the CITY;
i. Preparation, update, and distribution of a project budget with each project schedule;
j. Notification to the CITY immediately if it appears that either each project schedule or each project budget will not be met;
k. Scheduling and conducting monthly progress meetings at which CITY, Engineer, general contractor, trade contractor, utilities representatives, and suppliers can jointly discuss such matters as procedures, progress, problems, and scheduling.
l. Recommending courses of action, and enforcing action selected by the CITY, if so directed by the CITY, if the general and/or trade contractors are not meeting the requirements of the plans, specifications, and Construction Contract;
m. Development and implementation of a system for the preparation, review, and processing of change orders;
n. Maintenance of a daily log of each project;
o. Recording the progress of each project, and submission of written monthly progress reports to the CITY, including information on the Contractors' work and the percentage of completion;
p. Determination of substantial and final completion of work and preparation of a list of incomplete and unsatisfactory items, and a schedule of their completion; and
q. Securing and transmitting to the CITY, required guarantees; affidavits; releases; key manuals; record drawings; and maintenance stocks;

The Resident Project Representative shall also investigate and report on complaints and unusual occurrences that may affect the responsibility of the VENDOR or the CITY in connection with the work. The Resident Project Representative shall be a person acceptable to the CITY, and the CITY shall have the right to employ personnel to observe the work in progress, provided, however, that such personnel as employed by the CITY, and such personnel will be responsible directly to the CITY in the performance of work that would otherwise be assumed and performed by the VENDOR. The Resident Project Representative shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, nor shall the Resident Project Representative be responsible for the Contractor's failure to perform the work in accordance with the requirements of the Contract Documents. The Resident Project Representative shall not have control over or charge of,

and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the work.

Although VENDOR shall not be responsible for health or safety programs or precautions related to CITY"s activities or those of CITY's other contractors and consultants or their respective subcontractors and vendors ("Contractors"), VENDOR shall nonetheless report to the Resident Project Representative health and safety conditions or deficiencies observed by VENDOR'S employees or representatives. VENDOR shall not be responsible for CITY's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of VENDOR. VENDOR shall not be responsible for inspecting, observing, or correcting health or safety conditions or deficiencies of CITY, Contractors, or others at the project site ("Project Site") other than for VENDOR's employees, sub-consultants, and vendors.

1.20 ADDITIONAL SERVICES

1.20.1 When additional services are necessary, they shall be specified in the written Task Order. Examples of additional non-exclusive services are:

a. Preparation of applications and supporting documents for private or governmental grants, loans, or advances in connection with any particular project.

b. Services to make measured drawings of or to investigate existing conditions or facilities or to verify the accuracy of drawings or other information furnished by or to the CITY.

c. Services resulting from significant changes in the general scope, extent, or character of any particular project or its design, including but not limited to changes in size, complexity, the CITY's schedule, character of construction or method of financing, and revising previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes to laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the VENDOR'S control.

d. Providing renderings or models for the CITY's use.

e. Preparing documents for alternate Proposals requested by the CITY for work that is not executed for documents for out-of-sequence work.

f. Investigations and studies involving but not limited to, detailed considerations of operations, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a project; evaluating processes available for licensing and assisting the CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by the CITY.

g. Assistance in connection with Proposal/proposal protests, re-bidding or re-negotiating contracts for construction, materials, equipment, or services, unless the need for such assistance is reasonably determined by the CITY to be caused by the VENDOR (e.g. defective plans and/or specifications which inhibit contractors from submitting proposals) in which event there shall be no additional cost for the provision of such services.

h. Preparing to serve or serving as a VENDOR or witness for the CITY in any litigation, arbitration, or other legal or administrative proceeding.

i. Additional services in connection with a project not otherwise provided for in this Agreement.

j. Services in connection with a field order or change order requested by the CITY.

k. Providing artwork, models, or renderings as requested by the CITY.

1.21 When required by the Construction Contract documents in circumstances beyond the VENDOR'S control, and upon the CITY'S authorization, it will furnish the following additional services.

a. Services in connection with work changes necessitated by unforeseen conditions encountered during construction.

b. Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of claims submitted by Contractor, except to the extent such claims are caused by the errors or omissions of the VENDOR.

c. Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or negligent work of any contractor, 3) acceleration of the progress schedule involving services beyond normal working hours, or 4) default by any contractor; provided however, if a fire occurs as a direct result of errors or omissions in the design by the VENDOR or if the VENDOR fails to notify the Contractor of the deficient quality of their workmanship pursuant to VENDOR'S duties as described in the Contract Documents, the VENDOR's additional services shall be deemed part of Basic Services and compensated as such.

d. Services in connection with any partial utilization of any part of a project by the CITY prior to Substantial Completion.

e. Services to evaluate the propriety of substitutions or design alternates proposed by the Contractor and involving methods of construction, materials, or major project components either during bidding and/or Negotiation services or Construction Contract award. The cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

f. Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, unless such substitutions are due to a design error by the VENDOR in which case such services shall be deemed Basic Services. Except when caused by a design error by the VENDOR, the cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

1.22 **CITY'S RESPONSIBILITIES**

1.22.1 The CITY shall do the following in a timely manner so as not to delay the services of the VENDOR:

1.22.2 Designate in writing a person or persons to act as the CITY's representative with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions and receive information with respect to the VENDOR'S services for a particular project. The CITY may have multiple CITY Representative(s) or project managers during the performance of this Agreement based on the specific Task Orders from each of the Scope Categories.

1.22.3 Provide all criteria and full information as to the CITY's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

1.22.4 Assist the VENDOR by providing, at the VENDOR's request, all available information pertinent to the Project, including previous reports and any other data relative to the design or construction of the project.

1.22.5 Furnish to the VENDOR, if required for the performance of VENDOR's services (except where otherwise furnished by the VENDOR as Additional Services), the following:

1.22.6 Data prepared by, or services of others, including without limitations borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, and inspection of samples, materials, and equipment;

1.22.6.1 Appropriate professional interpretations of all of the foregoing;

1.22.6.2 Environmental assessment and impact statements;

1.22.6.3 Property, boundary, easement, right-of-way, topographic and utility surveys;

1.22.6.4 Property descriptions;

1.22.6.5 Zoning, deed, and other land use restrictions;

1.22.6.6 Approval and permits required in the CITY's jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the VENDOR; and

1.22.6.7 Arrange for access to make all provisions for the VENDOR to enter upon the CITY's property as required for the VENDOR to perform services under this Agreement.

1.22.6.8 Consistent with the professional standard of care and unless otherwise specifically provided herein, VENDOR shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

1.23 **SEQUENCE OF EVENTS**

1.23.1 Following receipt of any Task Order, the VENDOR shall submit to the CITY, at least five (5) business days prior to actual commencement of services, a schedule of services and expenses for approval by the CITY before any services commence. The CITY reserves the right to make changes to the sequence as necessary to facilitate the services or to minimize any conflict with operations.

1.23.2 Task Orders will be issued to the VENDOR in the order in which the CITY wishes, and shall be performed and completed in the order they are issued, unless otherwise specifically permitted by the CITY. Minor adjustments to the timetable for completion approved by the CITY in advance, in writing, shall not constitute non-performance by VENDOR pursuant to this Agreement.

1.23.3 In accordance with the CITY's Purchasing Policy Manual, proposals received by the VENDOR as a result of a Task Order that exceeds the Procurement threshold amount, will require approval from CITY Commission before the execution of services.

1.23.4 When the CITY issues Task Orders to the VENDOR, each authorization shall contain a stated completion schedule. If caused by the negligent errors or omissions of VENDOR, failure of the VENDOR to meet the stated schedule shall constitute a default for which payment for services may be withheld until default is cured. Time extensions will be reviewed upon request for extenuating circumstances.

1.23.5 It is anticipated and intended that the VENDOR will be authorized to begin new Task Order(s) on a "rolling" basis, as some already assigned Task Orders near timely completion. If a subsequent Task Order is issued to the VENDOR before it has completed the current Task Order, the completion date for each Task Order will remain independent of each other so that the VENDOR will prioritize the uncompleted Task Order from the first Task Order and finish as soon as practical. Failure to

complete the “older” Task Orders in a timely manner may adversely impact continued early authorization to start subsequent work.

1.23.6 When the VENDOR has exceeded the stated completion date, including any extension for extenuating circumstances, which may have been granted, a written notice of Default will be issued within seven (7) calendar days of the date that the default became active with a requirement of seven (7) calendar days to cure said default, to the VENDOR and payment for services rendered shall be withheld until such time that the CITY has determined that default has been cured.

1.23.7 Should the VENDOR exceed the assigned completion time, the CITY reserves the right not to issue to the VENDOR any further Task Order(s) until such time as it is no longer in default and the VENDOR has demonstrated to the CITY’s satisfaction, the reasons for tardy completion have been addressed and are not likely to be repeated in subsequent Task Orders. This restricted issuance provision may result in the VENDOR not being issued all of the planned work the CITY anticipated in this Agreement. The VENDOR shall have no right to the balance of any work or to any compensation associated with these non-issued Task Orders due to the VENDOR being rendered in default.

1.23.8 Should the VENDOR remain in default for a period of fifteen (15) consecutive calendar days beyond the time frame provided in Paragraph 1.23.6, the CITY may at its sole option retain another VENDOR to perform any Services arising out of this Agreement and/or terminate this Agreement.

1.24 DEFINITION OF DEFAULT

1.24.1 An event of default shall mean a material breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a material breach, an event of default shall include the following:

a. VENDOR has not performed services on a timely basis due to VENDOR’s negligent errors or omissions;
b. VENDOR has refused or failed to supply enough properly skilled personnel;
c. VENDOR has failed to make prompt payments to VENDOR’s sub-consultants or suppliers for any services after receiving payment from the CITY for such services or supplies;
d. VENDOR has failed to obtain the approval of the CITY where required by this Agreement;
e. VENDOR has refused or failed to provide the services as defined in this Agreement;
f. VENDOR has filed bankruptcy or any other such insolvency proceeding and the same is not discharged within ninety (90) calendar days of such date;
g. CITY has failed to make payments to VENDOR in accordance with the requirements of this Agreement;

1.24.2 In the event of Default, the VENDOR shall be liable for all damages resulting from the Default including:

a. The difference between the amount that has been paid to the VENDOR and the amount required to complete the VENDOR’s Services, provided the fees by the firm replacing the VENDOR are reasonable and the hourly rates do not exceed the VENDOR’S rates. This amount shall also include procurement and administrative costs incurred by the CITY.

b. In the event of default by the City, VENDOR may suspend the Services pending receipt of such payment.

1.24.3. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of

the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

1.25 VENDOR shall not utilize the services of any sub-consultant without the prior written approval of CITY.

1.26 The CITY's Representative during the performance of this Agreement shall be ____.

1.27 The VENDOR's Representative during the performance of the Agreement shall be _____.

2. **TERM.** The initial Agreement period shall be for an initial term of two (2) years, commencing on **11/19/2024**, and shall remain in effect through **11/18/2026**. The City reserves the right to automatically renew the Agreement for two (2) two-year renewals subject to termination clause(s) as provided herein. The City requires firm fixed rates for the initial agreement term. Either party must give a sixty (60) calendar day(s) written notice prior to the Agreement anniversary date of the intent to not renew for the renewal term. The initial term and any exercised renewal terms are collectively referred to as the "Term." Automatic renewal terms will be based on the same terms, conditions, pricing, specifications, and services herein. The VENDOR understands and acknowledges that all services to be performed will be governed by this Agreement and that there is no guarantee of any assignment, minimum amount of professional services, compensation, or future work being given to the VENDOR.

3. **Limited Term Extension**: The CITY may, at its sole discretion and without further City Commission action, extend the term of this Agreement for an additional one-hundred and eighty (180) calendar days (the "limited term extension") by filing a written notice signed by the Vendor and the City's Purchasing Department. At no time shall this limited term extension extend more than one-hundred eighty (180) calendar days beyond the expiration date of this Agreement without further City Commission approval. The VENDOR will be reimbursed for these services at the rate in effect when this limited term extension clause was invoked by the CITY.

4. **TIME OF PERFORMANCE / METHOD OF ORDERING SERVICES.**

4.1. Services under this Agreement shall commence upon the CITY's written notice to the VENDOR through an executed Task Order. The VENDOR shall perform all Services and provide all work products required pursuant to this Agreement and the specific Task Order by the sequence of events, or unless the CITY grants an extension of time in writing.

4.2. Limitations. No Task Order issued under this Agreement will be valid if the estimated construction cost of the specific project or the study activity fee exceeds the amounts set forth in Section 287.055, Florida Statutes.

4.3. VENDOR shall complete each Task Order executed during the Term without regard to whether such completion would cause Services to be performed after the expiration date of this Agreement. Any Task Order for which performance extends beyond the Term may be amended after that expiration date, provided that any additional Services, time, and compensation are permitted under this Agreement. The terms and conditions of this Agreement shall continue to govern Task Orders notwithstanding the expiration of this Agreement.

5. **PAYMENT**. The VENDOR shall be paid by the CITY for completed work and for Services rendered as follows:

a. Payment for the Services provided by VENDOR shall be made in accordance with the Fee Schedule as provided in **Exhibit B** attached hereto.

b. Payment as provided in this section by the CITY shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment, and incidentals necessary to complete the Services.

c. Compensation for vendor's sub-consultants will be negotiated based on each Task Order. Compensation will be through a direct mark-up in accordance with the Fee Schedule attached

hereto. Sub-consulting services shall be approved by the City's representative in writing prior to performance of the sub-consulting work. Consulting time for processing and management of the VENDOR's sub-consultant shall not be included in direct cost as the direct mark-up is applied for management efforts.

d. The VENDOR may submit invoices to the CITY once per month during the progress of the Srevices for partial payment. Such invoices will be checked by the CITY, and upon approval thereof, payment will be made to the VENDOR in the amount approved.

e. In certain cases where incremental billing for partially completed Services is permitted by the CITY's representative, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

f. Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the VENDOR shall submit a not-to-exceed proposal to the CITY's representative for prior approval based on estimated labor hours and hourly rates, which shall not exceed the established hourly rates set forth in the Fee Schedule, plus any sub-consultant services and other related costs supporting the proposed Services. The CITY shall not be obligated to reimburse the VENDOR for costs incurred in excess of the total not-to-exceed cost amount.

g. Final payment of any balance due to the VENDOR of the total Task Order price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Services under this Agreement and its acceptance by the CITY.

h. Final Invoice: In order for both parties herein to close their books and records, the VENDOR will clearly state "Final Invoice" on the VENDOR's final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any other further charges, if not properly included on this invoice, are considered waived by the VENDOR.

i. The VENDOR's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the CITY and State for a period of five (5) years after the termination of the Agreement. Copies shall be made available upon request.

j. Hourly rates shall remain fixed and firm for the initial two (2) year period of this Agreement. Cost of subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes as determined by the City, have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumer Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be based on the latest index published and available ninety (90) calendar days prior to the end of the Agreement year then in effect, compared to the index for the same month one (1) year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) calendar days prior to the Agreement anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of this Agreement. In the event the CPI or industry costs decline, the CITY shall have the right to receive from the VENDOR, a reasonable reduction in costs that reflect such changes in the industry. All rate increases above 2% must be approved by the City Commission on the recommendation of the Director of Financial Services.

k. The CITY may after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Agreement may be canceled by the CITY upon giving thirty (30) calendar days' written notice to the VENDOR.

l. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

6. **OWNERSHIP AND USE OF DOCUMENTS.** Upon completion of any project / Task Order and final payment to VENDOR, all documents, drawings, specifications, and other materials produced by the VENDOR in connection with the services rendered under this Agreement shall be the property of the CITY whether the project for which they are made is executed or not. Notwithstanding the foregoing, the VENDOR shall maintain the rights to reuse standard details and other design copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with VENDOR's endeavors. Any use of the documents for purposes other than as originally intended by this Agreement, without the written consent of VENDOR, shall be at the CITY's sole risk and without liability to VENDOR and VENDOR's sub-consultants.

7. **FUNDING.** This Agreement shall remain in full force and effect only as long as the expenditures provided in the Agreement have been appropriated by the CITY in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

8. **WARRANTIES AND REPRESENTATIONS.** VENDOR represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Agreement and that it will retain and assign qualified professionals to all assigned projects during the term of this Agreement. VENDOR's Services shall meet or exceed the standard of care and skill ordinarily used by members of VENDOR's profession practicing under similar circumstances. In submitting its response to the RFQ, VENDOR has represented to CITY that certain individuals employed by VENDOR shall provide services to CITY pursuant to this Agreement. CITY has relied upon such representations. Therefore, VENDOR shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent may be withheld in the sole and absolute discretion of the CITY.

9. **COMPLIANCE WITH LAWS.** VENDOR shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances, and regulations that are applicable to the services to be rendered under this Agreement.

10. **INDEMNIFICATION.**

A. The VENDOR shall indemnify and hold harmless CITY and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of VENDOR or other persons employed or utilized by VENDOR in the performance of this Agreement. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect, or consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.

B. The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

C. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Fla. Stat., as may be amended from time to time.

PURSUANT TO FLORIDA STATUTE, NO INDIVIDUAL DESIGN PROFESSIONAL EMPLOYED BY OR ACTING AS AN AGENT OF VENDOR MAY BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM THE NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT

11. **INSURANCE.**

A. During the performance of the services under this Agreement, VENDOR shall maintain the following insurance policies, and provide originals or certified copies of all policies to CITY's Risk Management Director. All policies shall be written by an insurance company authorized to do business in Florida. VENDOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any service pursuant to this Agreement:

a. **Worker's Compensation Insurance**: The VENDOR shall procure and maintain for the life of this Agreement, Worker's Compensation Insurance covering all employees

with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any subcontractor that does not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the City of Boynton Beach, executed by the insurance company.

b. **Comprehensive General Liability**: The VENDOR shall procure and maintain for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent consultants, Products-Completed Operations, and Contractual Liability with specific reference to Article 7, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury, or property damage that could arise directly or indirectly from the performance of this Agreement. VENDOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) calendar days prior written notice to the CITY.

c. **Business Automobile Liability**: The VENDOR shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The VENDOR shall maintain a minimum amount of $1,000,000 combined single limit for bodily injury and property damage liability to protect the VENDOR from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the VENDOR or by anyone directly or indirectly employed by the VENDOR.

d. **Professional Liability (Errors and Omissions) Insurance**: The VENDOR shall procure and maintain for the life of this Agreement in the minimum amount of $1,000,000 per occurrence.

e. **Umbrella/Excess Liability Insurance**: in the amount of $1,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must follow the form of the General Liability, Auto Liability, and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement.

B. VENDOR shall provide the CITY with all Certificates of Insurance required under this section prior to beginning performance under this Agreement. Failure to maintain the required insurance will be considered a default of the Agreement.

C. The CITY shall be named as an additional insured. The coverage shall contain no limitations on the scope of protection afforded to the CITY, its officers, officials, employees, or volunteers. A current valid insurance policy meeting the requirements herein identified shall be maintained during the duration of this Agreement, and shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage in limits except after thirty (30) calendar days prior written notice by either certified mail, return receipt requested, has been given to the CITY.

D. The CITY reserves the right to reasonably require any additional insurance coverage or increased limits as determined necessary by the Risk Management Director. The CITY reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements throughout the term of the Agreement.

12. **INDEPENDENT VENDOR/CONTRACTOR.** The VENDOR and the CITY agree that the VENDOR is an independent vendor/contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither VENDOR nor any employee of VENDOR shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing

to the state industrial insurance program, otherwise assuming the duties of an employer with respect to VENDOR, or any employee of VENDOR.

13. **COVENANT AGAINST CONTINGENT FEES.** The VENDOR warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the VENDOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the VENDOR any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **TRUTH-IN-NEGOTIATION CERTIFICATE.**

    A. Execution of this Agreement by the VENDOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged the VENDOR's most favored customer for the same or substantially similar service.

    B. The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside VENDORs. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

15. **SUBCONTRACTING.**

    A. VENDOR shall not utilize the services of any sub-consultant without the prior written approval of CITY

    B. The CITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. If the VENDOR uses any sub-consultants on this project, the following provisions of this Article shall apply:

    C. If a sub-consultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-consultant to complete the Services in a timely fashion, the VENDOR shall promptly do so, subject to acceptance of the new sub-consultant by the CITY. The substitution of a sub-consultant shall not be adequate cause to excuse a delay in the performance of any portion of this Agreement as set forth in the Scope of Work or applicable Task Order.

    D. The VENDOR, its sub-consultants, agents, servants, or employees agree to be bound by the terms and conditions of this Agreement and its agreement with any sub-consultant for work to be performed for the CITY the VENDOR must incorporate the terms of this Agreement.

16. **DISCRIMINATION PROHIBITED.** The VENDOR, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

17. **ASSIGNMENT.** The VENDOR shall not sublet or assign any of the services covered by this Agreement without the express written consent of the CITY.

18. **NON-WAIVER.** A waiver by either CITY or VENDOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19. **TERMINATION.**

A. **Termination for Convenience**. This Agreement may be terminated by the CITY for convenience, upon fourteen (14) calendar days of written notice by the terminating party to the other party for such termination in which event the VENDOR shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. In the event that the VENDOR abandons the Agreement or causes it to be terminated, the VENDOR shall indemnify the CITY against loss pertaining to this termination.

B. **Termination for Cause**. In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should VENDOR 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) calendar days after receipt by VENDOR of written notice of such neglect or failure.

20. **DISPUTES.**

A. Any and all legal action necessary to enforce the terms of this Agreement shall be governed by the laws of the State of Florida. Any legal action arising from the terms of this Agreement shall be submitted to a court of competent jurisdiction exclusively located in Palm Beach County.

B. **Correction of Work**. If, in the judgment of CITY, work provided by VENDOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that VENDOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

C. **Remedies in Default**. In case of default by VENDOR, CITY shall notify VENDOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct VENDOR to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect, or default is not cured within seven (7) calendar days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify VENDOR of such declaration of default and terminate the Agreement.

a. Upon such declaration of default, all payments remaining due VENDOR at the time of default, less all sums due CITY for damages suffered or expenses incurred by reason of default, shall be due and payable to VENDOR.

b. CITY may complete the Agreement, or any part thereof, either by day labor, use of a subcontractor, or by re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to VENDOR together with the costs incident thereto to such default.

c. In the event CITY completes the Agreement at a lesser cost than would have been payable to VENDOR under this Agreement, if the same had been fulfilled by VENDOR, CITY shall retain such differences. Should such cost to CITY be greater, VENDOR shall pay the amount of such excess to the CITY.

d. Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by VENDOR fails to meet reasonable standards of the trade after CITY gives written notice to the VENDOR of the deficiencies as set forth in the written notice within thirty (30) calendar days of the receipt by VENDOR of such notice from CITY.

21. **UNCONTROLLABLE FORCES.**

21.1 Neither the CITY nor VENDOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term “Uncontrollable Forces” shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood,

earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

21.2 Neither party shall, however, be excused from performance if non-performance is due to forces, which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

22. **CITY PROVIDED INFORMATION AND SERVICES.**

22.1 CITY shall furnish VENDOR available studies, reports, and other data pertinent to VENDOR'S services; obtain or authorize VENDOR to obtain or provide additional reports and data as required; furnish to VENDOR services of others required for the performance of VENDOR's Services hereunder, and VENDOR shall be entitled to use and rely upon all such information and services provided by CITY or others in performing VENDOR's Services under this Agreement.

23. **ESTIMATES AND PROJECTIONS.**

23.1 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, VENDOR has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, VENDOR makes no warranty that CITY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from VENDOR's opinions, analyses, projections, or estimates.

24. **THIRD PARTIES.**

24.1 The services to be performed by VENDOR are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on VENDOR's performance of its services hereunder, and no right to assert a claim against VENDOR by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of VENDOR's services hereunder.

25. **NOTICES**. Notices to the CITY shall be sent to the following address:

Daniel Dugger, City Manager
City of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, FL 33435
Telephone No. (561) 742-6000

Notices to VENDOR shall be sent to the following address:

ATTN:	Suzanne Mechler
	CDM Smith, Inc.
Address:	621 NW 53rd Street
	Suite 265
	Boca Raton, FL 33487
Phone:	561-571-3800
Email:	mechlerse@cdmsmith.com

26. **INTEGRATED AGREEMENT.** This Agreement, together with RFQ and any addenda and/or attachments, represents the entire and integrated Agreement between the CITY and the VENDOR and supersedes all

prior negotiations, representations, or agreements, written or oral. This Agreement may be amended only by written instrument signed by both CITY and VENDOR.

27. **PUBLIC RECORDS.** The CITY is a public agency subject to Chapter 119, Florida Statutes. The VENDOR shall comply with Florida's Public Records Law. Specifically, the VENDOR 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 Agreement term and, following completion of the Agreement, VENDOR shall maintain in a secured manner all copies of such confidential and exempt records remaining in its possession once the VENDOR transfers the records in its possession to the CITY; and

    D. Upon completion of the Agreement, VENDOR shall transfer to the CITY, at no cost to the CITY, all public records in VENDOR's possession. All records stored electronically by VENDOR 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.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
TELEPHONE: 561-742-6060
CityClerk@bbfl.us

28. E-VERIFY.

28.1 VENDOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

Definitions for this Section:

A. "Contractor, Vendor, Proposer, Consultant" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for a salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

B. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for a salary, wages, or other remuneration.

C. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

28.1.2 Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the Agreement;

B. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

C. By entering into this Agreement, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

28.1.3 Contract Termination. If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1), Fla. Stat., the contract shall be terminated

29. **SCRUTINIZED COMPANIES 287.135 and 215.473.** By execution of this Agreement, VENDOR certifies that VENDOR is not participating in a boycott of Israel. VENDOR further certifies that VENDOR is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has VENDOR been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to VENDOR of the CITY's determination concerning the false certification. VENDOR shall have five (5) calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, VENDOR shall have ninety (90) calendar days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If VENDOR does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

30. **SOVEREIGN IMMUNITY.** Nothing contained herein is intended to serve as a waiver of sovereign immunity by the CITY or as a waiver of limits of liability or rights the CITY may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

31. **CONFLICTS.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of this Agreement, Exhibits, any Task Order, VENDOR's Proposal, or other documents incorporated into this Agreement, such conflict shall be resolved pursuant to the following order of precedence (1) this Agreement, (2) any Task Order, (3) the RFQ, and (4) VENDOR's Proposal.

32. **COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT**. VENDOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

33. **DOMESTIC PREFERENCE FOR PROCUREMENTS**. As appropriate and to the extent consistent with law, the VENDOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items

and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

34. **LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS**. If applicable, the VENDOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Agreement, VENDOR will identify such data and grant to the CITY or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, VENDOR will deliver to the VENDOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this Agreement in formats acceptable by VENDOR.

35. **ENTITIES OF FOREIGN CONCERN.** The provisions of this section apply only if Vendor or any subcontractor will have access to an individual's personal identifying information under this Agreement. VENDOR represents and certifies: (i) VENDOR is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in VENDOR; and (iii) VENDOR is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. Prior to VENDOR and any subcontractor having access to personal identifying information pursuant to this Agreement, VENDOR and any subcontractor shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

36. **ANTI-HUMAN TRAFFICKING**. On or before the Effective Date of this Agreement, VENDOR shall provide CITY with an affidavit attesting that the VENDOR does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

37. **COUNTRIES OF CONCERN**. VENDOR represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

38. **DULY LICENSED**. VENDOR represents that it is duly licensed in Florida to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

SIGNATURE PAGE FOLLOWS

"This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be considered an original on the following dates:

DATED this _____ day of _____, 20____.

CITY OF BOYNTON BEACH

_____
Ty Penserga, Mayor

CDMSmith
(Authorized Official Name), (Vendor)

Suzanne Mechler
Print Name of Authorized Official

Vice President
Title

CDM SMITH INC
CORPORATE SEAL
MASSACHUSETTS
1970
(Corporate Seal)

Attest/Authenticated:

Paul Milligan, Secretary
Witness

Paul Milligan
Print Name

Approved as to Form:

_____
Shawna G. Lamb, Office of the City Attorney

Attest/Authenticated:

_____
Maylee De Jesus, City Clerk

EXHIBIT A
Form of Task Order

CITY OF BOYNTON BEACH
General Engineering Consulting Services Task Order
Task Order No. _____

Consultant: **_____**

1. **Task/Project**. _____(*Insert title and brief description)*_____

2. **Detailed Scope of Professional Services**.
A detailed scope of services under this Task Order, in accordance with the phases of service detailed in the Agreement, is attached as **Exhibit ____.**

3. **Deliverables and Schedule**.
For study/design related services: Consultant shall deliver to the City the deliverables specified at the time indicated on the attached **Exhibit ____.**

For project administration services: Consultant shall provide project/construction administration services in accordance with the Agreement and project schedule.

4. **Compensation**.
The total estimated construction costs of the Project or the cost of the study or report for this Task Order may not exceed the amounts set forth in Section 287.055, Florida Statutes.

The total Fee to be paid to the Consultant under this Task Order shall not exceed _____, based on the hourly rates currently in effect under the Agreement.

A detailed fee schedule is attached as **Exhibit _____.**
The payment schedule (based on deliverables) is attached as **Exhibit _____**.

5. **Agreement Reference**.
This Task Order shall be performed under the terms and conditions described within the General Engineering Consulting Services Agreement, dated _____, 20____, by and between the City of Boynton Beach and _____ ("Consultant"), Contract No. _____.

6. **Insurance**.
Consultant shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the City as of the date of this Task Order.

7. **Exhibits**.
All attached Exhibits are incorporated fully into this Task Order and the Agreement.

8. **Notice to Proceed** ***(Task Order Form and Purchase Order)***.

☐ If checked, Consultant's receipt of a fully-executed copy of this Task Order and Purchase Order (PO) shall serve as the Notice to Proceed under this Task Order, effective as of the date the fully-executed Task Order was emailed to the Consultant.

☐ If checked, Consultant shall commence Services under this Task Order as specified in a forthcoming Purchase Order (PO) and Notice to Proceed.

CONSULTANT:

By: _____

Print Name: _____

Date: _____, 20___

CITY OF BOYNTON BEACH

By: _____
Daniel Dugger, City Manager

Date: _____, 20___

City Attorney's Office
Approved as to form and legality
By: _____

EXHIBIT B
Fee Schedule

PERSONNEL CLASSIFICATIONS	HOURLY RATE
Principal	$300.00
Project Manager	$280.00
Senior Engineer	$260.00
Process Engineer	$260.00
Sr. Electrical Engineer	$270.00
Electrical Engineer	$200.00
Process Control/Inst. Engineer	$250.00
Sr. Mechanical Engineer	$270.00
Mechanical Engineer	$200.00
Engineer	$200.00
Designer	$180.00
GIS Specialist	$200.00
Structural Engineer	$160.00
Public Relations Specialist	$170.00
Construction Inspector	$180.00
Senior Rate Analyst	$280.00
Clerical / Administrative	$130.00

Reimbursable Expenses:

Direct costs such as postage, prints, and delivery services will be billed at cost.

Mark-up % Sub-Consultants Fee: ___10_____%

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 a Certificate is provided upon selection of vendor.)* Thefollowing 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 orlower 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
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse Products		
Completed Operations Contractual		
Independent Contractors Fire		
Legal Liability		
Professional Liability	Aggregate	$ 1,000,000.00
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employe	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified		to be determined

INSURANCE ADVISORY FORM

ATTACHMENT "B"

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: §287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: October 18, 2024

Entity: CDM Smith Inc.

Signed: _____

Name: Suzanne Mechler

Title: Vice President

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 18th day of October, 20 24, by Suzanne Mechler, as Vice President for CDM Smith Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Kelsey Azadian

Print Name: Kelsey Azadian

State of Florida at Large (Seal)

KELSEY AZADIAN
MY COMMISSION # HH 398510
EXPIRES: June 20, 2027

My commission expires: June 20, 2027

Affidavit of Compliance with Foreign Entity Laws must be completed and returned with the signed Agreement

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: October 18, 20 24

Signed: _____

Entity: CDM Smith Inc.

Name: Suzanne Mechler

Title: Vice President

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 18th of October day of , 2024, by ____, as Suzanne Mechler as Vice President for CDM Smith Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Kelsey Azadian

Print Name: Kelsey Azadian

State of Florida at Large (Seal)

KELSEY AZADIAN
MY COMMISSION # HH 398510
EXPIRES: June 20, 2027

My commission expires: June 20, 2027

Affidavit of Compliance with Anti-Human Entity Laws must be completed and returned with the signed Agreement

EXHIBIT A

CITY OF BOYNTON BEACH, FL

TASK ORDER NO. GESUT-2C-04-25

REVIEW OF CITY BASE SPECIFICATIONS
SPECIAL CONDITIONS SECTION 00 AND TECHNICAL SPECIFICATIONS SECTIONS 02, 03, 16, 17

RFQ NO.: CW24-001 – GENERAL ENGINEERING CONSULTING SERVICES AGREEMENT

SCOPE CATEGORY "C"

1/6/2025

This Task Order (TO), when executed, shall be incorporated in and become part of the Agreement for Professional Services between the City of Boynton Beach (CITY) and CDM Smith Inc. (VENDOR), dated July 16, 2024, hereafter referred to as the Agreement.

BACKGROUND

The purpose of this project is to assist the CITY in reviewing, refining, and updating its base construction contract specifications.

SCOPE OF WORK

The following is a description of the VENDOR services to be provided under this Task Order (TO):

Task 1.0 – Technical Specifications Review and Update

Subtask 1.1 Project Initialization Meeting

VENDOR will conduct a meeting with key project leaders and end-user stakeholders. This meeting will be held at CITY's office and attended in person by local VENDOR staff and via Microsoft Teams by non-local VENDOR staff. During this meeting VENDOR will discuss the objectives of the project including CITY identification of specific lessons learned, identify previous instances of vague or conflicting language to be addressed, and other known shortcomings of the base specifications Special Conditions, 00 and Technical Specifications Sections 02, 03, 16, and 17.

Subtask 1.2 Technical Specifications Divisions Review

VENDOR will perform a technical review of the CITY-provided Technical Specifications Sections 02, 03, 16, and 17 in CITY-provided MS-Word ™ format and enter suggested edits and comments in track changes for CITY review and approval. Specifications will be reviewed for references to current applicable code and industry standards and inconsistencies, redundancies, or outdated content will be noted or revised, as applicable. VENDOR will provide a list of potential additional specifications section titles only (no creation of new specification sections) for CITY consideration that may be desirable to be included to enhance the specifications.

Subtask 1.3 Special Conditions Division Review

VENDOR will perform a review of the CITY-provided Special Conditions Division 00 in CITY-provided MS-Word ™ format and enter suggested edits and comments in track changes for CITY review and approval. Specifications will be reviewed for references to current applicable code and industry standards and inconsistencies, redundancies, or outdated content will be noted or revised, as applicable. VENDOR will provide proposed revisions that enhance the usability of the documents during the bidding and contracting process if noted during the review. VENDOR will provide a list of

potential additional specifications section titles only (no creation of new specification sections) for CITY consideration that may be desirable to be included to enhance the specifications.

Subtask 1.4 EJCDC Coordination Review

VENDOR will perform a review of the CITY-provided Special Conditions Section 00 in CITY-provided MS-Word ™ format and enter suggested edits for coordination with EJCDC guidelines as applicable.

Task 2.0 – Draft Track-Changes Review Meeting

VENDOR will provide the suggested track-changes and comments to the specifications electronically in the same MS-Word ™ format as provided by the CITY to the CITY for review and comment. A specifications review meeting will be held with the CITY to discuss the suggested track-changes and comments.

Task 3.0 – Final Specifications Production

VENDOR will address and incorporate CITY-approved changes and comments as applicable into the specifications sections and create final master document files in *.doc and in *.pdf format and update the Table of Contents for each of the Divisions as required. A brief Letter Report will be produced describing the review methodology, summary of findings, and CITY-approved and accepted edits to the files, and include a recommendation for future updates.

Task 4.0 - Project Management, Meetings, and Quality Management

VENDOR will perform administrative and project management activities throughout the project consistent with VENDOR's quality management program and CITY's requirements. Specific activities included are identified below:

Subtask 4.1 Project Management

VENDOR will perform administrative and project management activities throughout the project consistent with VENDOR's quality management program and CITY's requirements. Project management will include maintaining lines of communication and project coordination, monthly financial performance monitoring of the budget and status reports, reporting schedules, technical conference calls, managing technical project resources, and maintaining quality control.

Subtask 4.2 Meetings

The VENDOR will attend two meetings: Project Initialization and Draft Documents Review with the CITY. The VENDOR will prepare meeting minutes for documentation purposes.

Subtask 4.3 Project Quality Technical Review

The VENDOR maintains a quality management system (QMS) for CITY projects performed by VENDOR. Technical reviews of deliverables are budgeted for and will be performed to review various milestone submittals.

Task 5.0 – Owner's Allowance

Allowance for unforeseen or additional required work as authorized in writing by the CITY on an as-needed basis. Scopes of work, schedules, and deliverables shall be negotiated for individual tasks as assigned.

ASSUMPTIONS

The services defined in Tasks 1.0 through 4.0 are based upon the following assumptions:

1. Specifications review does not include coordination of language with CITY's Contract Procurement Documents/Bid Documents.
2. Review of, or modifications to, CITY Standard Details resulting from specification changes are not included.
3. Creation or provision of additional Special Conditions or Technical specifications sections is not included.
4. Labor effort is based upon review of the CITY-provided Specification Section files:
    i. Division 00 Special Conditions (38 Specification files)
    ii. Division 02 Site Construction (32 Specification Files)
    iii. Division 03 Concrete (3 Specification Files)
    iv. Division 16 Electrical (14 Specification Files)
    v. Division 17 Instrumentation (9 Specification Files)

DELIVERABLES BY TASK

The following deliverables will be provided:

For the CITY-provided Special Conditions 00 and Technical Sections Division 02, 03, 16, 17:

1) Draft specifications as individual MS Word files with suggested edits and comments in track changes.
2) Final specifications sections of individual MS Word files and an updated table of contents, and pdf printouts.
3) List of suggested additional specification sections for each Division.
4) Summary Letter.

TIME OF COMPLETION/SCHEDULE

It is anticipated that the project will take approximately 4 months to complete, starting within two weeks of receipt of a formal notice to proceed (NTP) and purchase order receipt (PO). VENDOR will prepare an updated detailed schedule within the first fifteen (15) calendar days after Notice to Proceed. CITY will participate in the project meetings, supply supplemental information or data as requested in a timely manner, perform review of draft submittal.

PAYMENT AND COMPENSATION

The VENDOR will provide Task 1.0 - Task 4.0 services for a not-to-exceed fee of $65,791. Not-to-exceed invoices will be submitted monthly for the VENDOR for actual labor hours at the contractual billing rates in accordance with the terms of the Agreement. The CITY will be invoiced for actual work completed by the VENDOR during the invoice period. Written monthly status reports will be provided with each monthly invoice. **Exhibit 1** provides the Budget Summary for reference only.

EXHIBIT 1

REVIEW OF SPECIAL CONDITIONS,00 AND TECHNICAL SPECIFICATIONS SECTIONS 02, 03, 16, 17

CITY OF BOYNTON BEACH RFQ NO.: CW24-001 – GENERAL ENGINEERING CONSULTING SERVICES AGREEMENT
SCOPE CATEGORY "C"
Task Order No. GESUT-2C-04-25 Budget

Task No.	Description	Principal	Project Manager	Sr. Engineer	Inst Engineer	Structural Engineer	Engineer	Clerical	Total Hours	Total Labor	Other Direct Costs	Total
		Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	$	$	$
1	Technical Specifications Review and Update	1	8	28	12	16	48	0	113	$24,980	$0.00	$24,980
2	Draft Revisions Review Workshop	0	8	4	4	4	4	0	24	$5,720	$0.00	$5,720
3	Final Specifications Production and Delivery	0	12	8	8	8	16	36	88	$16,600	$0.00	$16,600
4	Project Management, Meetings, and Quality Management	3	24	3	3	3	4	16	56	$12,510	$0.00	$12,510
5	Owner's Allowance (10%)											$5,981
	Contract Rate	*$300.00*	*$280.00*	*$260.00*	*$250.00*	*$160.00*	*$200.00*	*$130.00*				
	Total Labor Hours	4	52	43	27	31	72	52	281			
	Cost	$1,200.00	$14,560.00	$11,180.00	$6,750.00	$4,960.00	$14,400.00	$6,760.00		$59,810.00	$0	**$65,791.00**

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/24/2024

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
Aon Risk Services Northeast, Inc.
Boston MA Office
53 State Street
Suite 2201
Boston MA 02109 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Evanston Insurance Company	35378
INSURER B:	Hartford Fire Insurance Co.	19682
INSURER C:	ACE Property & Casualty Insurance Co.	20699
INSURER D:	Underwriters At Lloyds London	15792
INSURER E:	Hartford Accident & Indemnity Company	22357
INSURER F:	Twin City Fire Insurance Company	29459

INSURED
CDM Smith Inc.
75 State Street Ste 701
Boston MA 02109-1940 USA

COVERAGES **CERTIFICATE NUMBER:** 570110041464 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			08CSEQU4161	01/01/2025	01/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $15,000 $2,000,000 $4,000,000 $4,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			08 UEN QU4162	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION			XEUG28194687009	01/01/2025	01/01/2026	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
E F	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		08WNQU4160 AOS 08WBRQU4163 WI	01/01/2025 01/01/2025	01/01/2026 01/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Architects & Engineers Professional			PSDEF2500033 Professional/Claims Made	01/01/2025	01/01/2026	Each Claim Aggregate Deductible	$1,000,000 $1,000,000 $5,000,000

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

RE: Request for Qualification for General Engineering Consulting Services, RFQ No. CW24-001, Project Name: Scope Category B, Infrastructure Improvements and Evaluations, Scope Category C, Ancillary Studies and Services, Contract Name: General Engineering Consulting Services Agreement.
City of Boynton Beach, its officers, officials, employees, or volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability policy. A Waiver of Subrogation is granted in favor of City of Boynton Beach in accordance with the policy provisions of the Workers' Compensation policy. Umbrella Liability policy follows form. Contractual Liability is included in the General Liability policy. Explosion, Collapse, Underground Coverage is included in the General

CERTIFICATE HOLDER

City of Boynton Beach
Attn: Daniel Dugger, City Manager
100 East Ocean Ave.
Boynton Beach FL 33435 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier : ADGHJ

Certificate No : 570110041464

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AGENCY CUSTOMER ID: 10518329
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	CDM Smith Inc.
POLICY NUMBER	
See Certificate Number: 570110041464	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570110041464	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

Liability policy.

ACORD 101 (2008/01)
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AGENCY CUSTOMER ID: 10518329
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	CDM Smith Inc.
POLICY NUMBER: See Certificate Number: 570110041464	
CARRIER: See Certificate Number: 570110041464 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

01.01.25 - 01.01.26 Professional

Policy: PSDEF2500033

Beazley (Syndicates 2623/0623) - 25%
BRIT (Syndicate 2987) - 25%
Arch Insurance (UK) Limited - 5%
Convex Insurance UK Limited - 7.5%
Lloyds Syndicates - 12.5% 4242 - 6.25%, 457 - .9375% - 1.5625%, 4711 - 1.25%, 1686 - 1.25%, 5555 - 1.25%
Lloyds Syndicate 1458 - 10%
Lloyds Syndicate 1618 - 15%

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom you have agreed in a written contract or agreement, prior to an “occurrence" or offense, that such person or organization on be added as an additional insured to your policy.	All locations as required by a written contract or agreement entered into prior to an 'occurrence' or offense
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER

SCHEDULE

Number of Days Notice:

Part A: 30

Part B: 10

Part C: 30

Name of Certificate Holder:
BLANKET AS REQUIRED BY WRITTEN CONTRACT

Mailing Address:

This policy is subject to the following additional Conditions when a number of days are shown in the Schedule for any of the above Parts.

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.

B. If this policy is cancelled by the Company for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule within the number of days notice of the cancellation effective date, as shown in Part B.

C. If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the Schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the Schedule will be sufficient proof of notice. If the number of days notice in the Schedule for any Part is left blank or is shown as zero, no notice will be provided to the Scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER

Policy Number: 08 WN QU4160 **Endorsement Number:**
Effective Date: 01/01/2025 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: CDM Smith, Inc.
75 State Street, Suite 701
Boston, MA 02109

This policy is subject to the following additional Conditions when a number of days are shown in the schedule for any of the below Parts:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.

B. If this policy is cancelled by the Company for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule within the number of days notice of the cancellation effective date, as shown in Part B.

C. If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the schedule will be sufficient proof of notice. If the number of days notice in the schedule for any Part is left blank or is shown as zero, no notice will be provided to the scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the company or its agents or representatives.

Schedule

Number of Days Notice:	**Name and Mailing Address of Certificate Holder**
Part A: 90	BLANKET AS REQUIRED BY WRITTEN CONTRACT
Part B: 10	
Part C: 90	

Form WC 99 05 28 Printed in U.S.A.
Process Date: **Policy Expiration Date:**

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City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/ 4/2025

Proposed Resolution No. R25-036- Adopt the City of Boynton Beach Mobility Fee Technical Report with Updated Mobility Plan Projects.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-036.

Explanation of Request:

In 2021, the City adopted a Complete Streets Mobility Plan that established a framework to enhance mobility for people walking, bicycling, riding transit and driving vehicles. The Plan emphasized safety and connectivity on arterial and collector roads, the majority of which are maintained and owned by Palm Beach County and the Florida Department of Transportation (FDOT). The Complete Streets Mobility Plan was also intended to serve as a basis for adoption of a mobility fee as an alternative to transportation concurrency and County road impact fees. On October 24, 2023, the City Commission authorized a study to move forward with development of a mobility fee.

The Mobility Fee Technical Report documents the future growth, the data and methodology used to develop a Mobility Fee to mitigate the impact of new development, and establishment of a benefit district within the City. This Report provides the updated Mobility Plan Projects, which is consisting of separate plans for: (1) Streets; (2) Multimodal Corridors; and (3) Transit.

The updated Mobility Plan Projects serve as the basis to develop the City's Mobility fee and provide a foundation for the City to provide proactively prioritize projects to meet the growth, travel, and mobility needs of the community in a manner that is coordinated with the Future Land Use Element in the City's Comprehensive Plan. The Mobility Plan Projects contains walking and streetscape enhancements, curbless shared streets, roadway improvements, shared-use paths, sidewalks, bike lanes, boardwalks, transit circulators, water taxi service, mobility hubs, and multimodal programs, services, and studies.

How will this affect city programs or services? N/A

Account Line Item and Description: N/A

Fiscal Impact: N/A

Attachments:
Agenda Item 2729-2025 Resolution for Mobility Plan and Fee.docx
EXHIBIT A - Mobility Fee Technical Report with Updated Mobility Plan Projects
Boynton Beach Mobility Fee Executive Summary.pdf
House Bill 479 Overview

RESOLUTION NO. R25-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, ADOPTING THE CITY OF BOYNTON BEACH MOBILITY FEE TECHNICAL REPORT WITH UPDATED MOBILITY PLAN PROJECTS; AND FOR ALL OTHER PURPOSES.

WHEREAS, in 2021, the City adopted a Complete Streets Mobility Plan that established a framework to enhance mobility for people walking, bicycling, riding transit, and driving vehicles. The Plan emphasized safety and connectivity on arterial and collector roads, the majority of which are maintained and owned by Palm Beach County and the Florida Department of Transportation (FDOT). The Complete Streets Mobility Plan was also intended to serve as a basis for the adoption of a mobility fee as an alternative to transportation concurrency and County road impact fees. On October 24, 2023, the City Commission authorized a study to move forward with the development of a mobility fee; and

WHEREAS, the Mobility Fee Technical Report documents the future growth, the data, and the methodology used to develop a Mobility Fee to mitigate the impact of new development and the establishment of a benefit district within the City. This Report provides the updated Mobility Plan Projects, which consist of separate plans for (1) Streets, (2) Multimodal Corridors, and (3) Transit; and

WHEREAS, the updated Mobility Plan Projects serve as the basis to develop the City's Mobility fee and provide a foundation for the City to proactively prioritize projects to meet the growth, travel, and mobility needs of the community in a manner that is coordinated with the Future Land Use Element in the City's Comprehensive Plan. The Mobility Plan Projects contains walking and streetscape enhancements, curbless shared streets, roadway improvements, shared-use paths, sidewalks, bike lanes, boardwalks, transit circulators, water taxi service, mobility hubs, and multimodal programs, services, and studies; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to adopt the City of Boynton Beach Mobility Fee Technical Report and Updated Mobility Plan Projects.

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, does hereby adopt the City of Boynton Beach Mobility Fee Technical Report with Updated Mobility Plan Projects as further detailed in Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute any ancillary documents necessary to accomplish the purposes of this Resolution.

SECTION 4. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney







CITY OF BOYNTON BEACH

MOBILITY FEE TECHNICAL REPORT

WITH UPDATED MOBILITY PLAN PROJECTS

JANUARY 2025

NUE URBAN CONCEPTS
LAND USE · MOBILITY · PARKING · FEES

futureplan

MOBILITY COHORT

THE REPUBLIC DESIGN 506

CITY OF BOYNTON BEACH
MOBILITY FEE
TECHNICAL REPORT
&
UPDATED MOBILITY PLAN PROJECTS

JANUARY 2025

Produced for: City of Boynton Beach

Produced by: Jonathan B. Paul, AICP
Principal, NUE Urban Concepts, LLC
2000 PGA Blvd, Suite 4440
Palm Beach Gardens, FL 33408
833-NUC-8484
nueurbanconcepts@gmail.com
www.nueurbanconcepts.com

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NUE URBAN CONCEPTS
LAND USE • MOBILITY • PARKING • FEES

NUE URBAN CONCEPTS, LLC
2000 PGA Blvd, Suite 4440
Palm Beach Gardens, FL 33408
833-NUC-8484
nueurbanconcepts@gmail.com

January 17th, 2025

Amanda Radigan, AICP, LEED AP
Director, Planning & Development
City of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, FL 33435

Re: City of Boynton Beach Mobility Fee Technical Report with Updated Mobility Plan Projects

Dear Amanda:

Enclosed is the City of Boynton Beach Mobility Fee Technical Report with Updated Mobility Plan Projects dated January 2025. The Mobility Fee is based on the updated Mobility Plan Projects. The Technical Report has been prepared for consideration by the City Commission. The Mobility Fee Technical Report would be adopted through an implementing ordinance. The earliest that an implementing ordinance could become effective is a minimum of 90 calendar days after first public notice per Florida Statute 163.31801.

The updated Mobility Plan Projects address the future mobility needs for the residents, businesses, employees, students, and visitors to Boynton Beach. The updated Mobility Plan Projects include walking and streetscape enhancements, curbless shared streets, sidewalks, bike lanes, pathways, shared-use paths, boardwalks, transit circulators, mobility bubs, water taxi service, and roadway improvements. The updated Mobility Plan Projects are illustrated on Street, Multimodal, and Transit Plans included in both the Mobility Fee Technical Report and a separate Executive Summary. The Executive Summary provides a high level overview that summarizes the 250 plus page Technical Report.

The Mobility Fee is designed to allow new development to mitigate its impact to the City's multimodal transportation system and serve as a revenue source to fund the updated Mobility Plan Projects. The updated Mobility Plan Projects and Mobility Fee serve as an alternative transportation system per Florida Statute Section 163.3180 that will replace the City's transportation concurrency exception area (TCEA) policies and serve as an alternative to Palm Beach County's transportation concurrency and road impact fee system to mitigate transportation impacts. The calculated Mobility Fee is consistent with all legal and statutory requirements and meets the dual rational nexus test and the rough proportionality test consistent with Florida Statute Sections 163.3164, 163.3180, 163.31801, and Florida Statute Chapter 380.

After adoption, the City will need to update its interlocal agreement with Palm Beach County consistent with House Bill 479 adopted in 2024. The City is intending to update its Complete Streets Mobility Plan and will also need to commence with an amendment to its Comprehensive Plan to ensure consistency. The NUE Urban Concepts team looks forward to continuing to work with City staff on finalize the Mobility Fee Technical Report and updated Mobility Plan Projects per direction from the City Commission.

Sincerely,

Jonathan B. Paul

Jonathan B. Paul, AICP
Principal

TABLE OF CONTENTS

Figures	II
Tables & Maps	III
Appendix	IV
Introduction	1
Legislative Background	4
Impact Fee & Mobility Fee Comparison	10
The Impact Fee Act & Case Law Overview	11
Developing A Mobility Fee	19
Comprehensive Plan	20
Growth	23
Vehicle Miles of Travel (VMT)	24
Person Miles of Travel (PMT)	25
Quality of Service (QOS)	27
Updated Mobility Plan Projects	33
Mobility Fee	42
Existing Conditions Evaluation (ECE)	43
Updated Mobility Plan Projects Summary	45
Reasonably Anticipated Funding	46
New Growth Evaluation (NGE)	48
Person Miles of Capacity Rate (PMCr)	49
Person Travel Demand per Land Use (PTDu)	51
Mobility Fee Assessment Area	56
Mobility Fee Schedule	57
Mobility Fee Benefit District	64
Park Once Environments	65
Origin & Destination Evaluation	71
Mobility Fee Comparison	75
Updated Mobility Plan Projects on County Roads	76
Definitions	78
Mobility Plan Programs	89
Recommended Next Steps	91
Conclusion	94

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Figures

Figure 1.	Concurrency Cycle	6
Figure 2.	Developing a Mobility Fee	19
Figure 3.	Integrating Land Use, Transportation, Parking & Funding	21
Figure 4.	Person Miles of Travel Increase (PMTi)	25
Figure 5.	Street Quality of Service (QOS) Standards	28
Figure 6.	Speed, Accessibility & Mobility	29
Figure 7.	Bicycling and Walking Quality of Service (QOS) Standards	30
Figure 8.	Bicycling and Micro-mobility Quality of Service (QOS) Standards	31
Figure 9.	Transit Quality of Service (QOS) Standards	32
Figure 10.	Moving People, Providing Choices	33
Figure 11.	Multimodal Elements	34
Figure 12.	Speed of Travel	35
Figure 13.	Mobility Projects and Mobility Fee	42
Figure 14.	Existing Conditions Evaluation Factor (ECEf)	44
Figure 15.	New Growth Evaluation Factor (NGEf)	48
Figure 16.	Person Miles of Capacity Rate (PMCr)	49
Figure 17.	Person Travel Demand Per Land Use (PTDu)	55
Figure 18.	Mobility Fee per Use (MFu)	57
Figure 19.	Mobility Fee Schedule Components	58
Figure 20.	Mobility Hub	67
Figure 21.	Smaller Mobility Hub	68
Figure 22.	FDOT's Context Classification	93

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Tables

Table 1.	Projected Growth	23
Table 2.	Growth in Vehicle Miles of Travel (VMT)	23
Table 3.	Increase in Person Miles of Travel (PMT)	26
Table 4 A.	2024 Existing Conditions Evaluation (ECE)	43
Table 4 B.	Existing Conditions Evaluation Factor (ECEf)	44
Table 5.	Updated Mobility Plan Projects Summary	45
Table 6.	Reasonably Anticipated Funding Summary	47
Table 7.	New Growth Evaluation (NGE)	48
Table 8.	Person Miles of Capacity Rate (PMCr)	50
Table 9.	Limited Access Evaluation Factor (LAEf)	53
Table 10.	AM Peak Hours Trips (2045)	72
Table 11.	PM Peak Hours Trips (2045)	73
Table 12.	Updated Mobility Plan Projects on County Roads	77

Maps

Map A.	Mobility Fee Assessment Area
Map B.	Mobility Fee Benefit District
Map C.	Mobility Study Area
Map D.	Streets Plan
Map E.	Multimodal Corridors Plan
Map F.	Transit Plan
Map G.	Low Speed Streets Pilot Program
Map H.	Origin & Destination Evaluation: County Road Impact Fee Zones
Map I.	Origin & Destination Evaluation: Mobility Study Area

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Appendices

Appendix A.	**Florida Commerce Transportation Planning Guidance**
Appendix B.	**Laws of Florida HB 479 (Chapter 2024 – 266)**
Appendix C.	**Impact Fee Act (Florida Statute Section 163.31801)**
Appendix D.	**Traffic Characteristics Data**
Appendix E.	**2022 National Household Travel Survey Data**
Appendix F.	**Streets Plan**
Appendix G1.	**Multimodal Corridors Plan**
Appendix G2.	**Multimodal Corridors Plan Detail: East**
Appendix G3.	**Multimodal Corridors Plan Detail: West**
Appendix H.	**Transit Plan**
Appendix I.	**Mobility Plan Programs**
Appendix J.	**FDOT Generalized Tables**
Appendix K.	**Planning Level Cost (PLC) & Planning Level Capacities (PLC)**
Appendix L1.	**County Road Impact Fee Collections from Boynton Beach (2014 to 2023)**
Appendix L2.	**County Road Impact Fee Collections from Boynton Beach (2003 to 2013)**
Appendix M.	**Trip Generation**
Appendix N.	**Person Travel Demand per Use (PTDu)**
Appendix O.	**2022 National Household Travel Survey Data: Trip Purpose**
Appendix P.	**Palm Beach County: Household Travel**
Appendix Q.	**Interstate 95 Ramp Volumes**
Appendix R.	**Mobility Fee Schedule**
Appendix S.	**Residential Square Footage & Bedrooms**
Appendix T.	**Bedrooms & Household Vehicles**
Appendix U.	**2022 National Household Travel Survey: Household Vehicles**
Appendix V.	**Downtown Development Inventory (Recently Built & Under Review)**
Appendix W.	**Downtown Development Parking Inventory (Recently Built & Under Review)**
Appendix X.	**Origin & Destination Evaluation**
Appendix Y.	**Comparison of Mobility Fees with County Road Impact Fees**
Appendix Z.	**Multimodal Characteristics Inventory**

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INTRODUCTION

In 2021, the City of Boynton Beach adopted a Complete Streets Mobility Plan that established a framework to enhance mobility for people walking, bicycling, riding transit and driving vehicles. The Plan emphasized safety and connectivity on arterial and collector roads, the majority of which are maintained and owned by Palm Beach County and the Florida Department of Transportation (FDOT). The Complete Streets Mobility Plan was also intended to serve as a basis for adoption of a mobility fee as an alternative to transportation concurrency and County road impact fees.

In 2024, the City authorized a study to move forward with development of a mobility fee. The Florida Legislature adopted House Bill 479 in spring of 2024 that amended Florida Statute to provide further guidance to local governments pursuing alternatives to transportation concurrency and road impact fees. The amendment included definitions for mobility plans and mobility fees and explicitly stated that any local government may adopt an alternative transportation system based on a mobility plan and a mobility fee. HB 479 was subsequently signed by the Governor and became effective October 1st, 2024.

The City of Boynton Beach intends for the mobility fee to provide an alternative transportation system to replace transportation concurrency for all new development within the Mobility Fee Assessment Area. The Mobility Fee is based on updated ***Mobility Plan Projects, consisting of improvements, programs, and services, to: (1) improve the City's multimodal transportation system; (2) promote compact, mixed-use, and interconnected development; and (3) enhance mobility within the City for residents, employees, businesses, students, and visitors.***

The City has previously amended its Comprehensive Plan to establish the legislative intent to develop a mobility plan and mobility fee. Within one year from the date of adoption of the Mobility Fee, the City will transmit amendments for its Comprehensive Plan to ensure that the Comprehensive Plan is consistent with the requirements of Florida Statute Sections 163.3164, 163.3177, 163.3180 and 163.31801.

The Mobility Fee is intended to be assessed on all new development within the Mobility Fee Assessment Area. **Development** is defined as ***"any new residential and non-residential construction or expansion of building(s), lanes(s), structure(s), or any changes in the use of any building(s) or structure(s) or land use that will generate additional impact on the city's public facilities."*** **Impact** is defined as ***"any new development that results in an increase in person travel demand above the demand generated by the existing use of property."***

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Mobility Fees are not: ***(1) a reoccurring tax; (2) assessed to existing residential or non-residential property; or (3) deposited into general revenue funds of the City.***

Mobility Fees are: ***(1) a streamlined one-time assessment on new development; (2) intended to offset the impact of new development; and (3) deposited into a special revenue fund for mobility fees to be expended within a defined benefit district.***

The mobility fee system features a single **Assessment Area** that includes all portions of the City east of 95 and select portions of the City west of 95 **(Map A).** An assessment area defines where new development is assessed a mobility fee. The mobility fee system has been developed to assess a uniform mobility fee rate per land use established on the mobility fee schedule. Mobility fees are assessed at the time of development permit application and are paid at the time a development permit is issued by the City.

The mobility fee system features a single **Benefit District** that covers the entire City and adjacent areas outside City limits to address extra jurisdictional impacts **(Map B).** The **Benefit District** extends beyond the Assessment Area as people from new development will walk, bicycle, ride transit, and drive vehicles through-out the City and surrounding areas. There may be instances where it makes sense to fund or contribute to a mobility project beyond the Assessment Area to enhance mobility, to the extent there is a mobility benefit provided to new development. This Technical Report includes an Origin and Destination evaluation that demonstrates the majority of projected travel demand in the future will occur within City limits and surrounding areas.

When mobility fees are paid by new development, they will be deposited into a special revenue fund to be established by the City. Mobility Fees are legally and statutorily required to be spent on mobility projects that provide a mobility **"benefit"** to the new development that paid the mobility fee. The City Commission may also elect to add mobility projects to the Capital Improvements Program (CIP) to make the projects eligible to be fully or partially funded through mobility fees. The City Commission shall determine how mobility fee revenues are allocated and expended through its annual Capital Improvements Program (CIP).

The City Commission may also elect to provide matching funds for mobility projects identified in the most recently adopted Palm Beach County Transportation Planning Agency (TPA) Long Range Transportation Plan (LRTP) or the Florida Department of Transportation (FDOT) Transportation Improvements Program (TIP). The City Commission will be required to amend the CIP to identify the expenditure of any mobility fee revenues on mobility projects that are on the LRTP or TIP, but not the City's adopted CIP.

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Mobility fee expenditures for mobility projects shall be included in the City's annual CIP update. The City's Chief Financial Officer, or functional equivalent, is required as part of the City's Annual Financial Report submitted to the State of Florida, to submit a statement that the mobility fees were collected and expended consistent with Florida Statute 163.31801.

The Boynton Beach mobility fee is based on updated mobility plan projects that emphasize safe, convenient, connected, and visible projects primarily on City maintained and owned streets. City streets feature lower traffic volumes and slower speeds, which are more conducive to encouraging people to walk, bicycle, and ride transit. The updated mobility plan projects also include County and State Road improvements.

The recently adopted HB 479 requires municipalities and counties that both assess transportation mitigation within a municipality to enter into an interlocal agreement. The amendments in HB 479 states that only one (1) fee to mitigate transportation impacts from new development may be assessed and that the local government that issues building permits is to be the entity that collects the transportation mitigation. HB 479 provides additional guidance for a municipality to enter into an interlocal agreement with a county to negotiate expenditure of the transportation mitigation.

Over the next 20 years, the total cost of the updated mobility plan projects is $271,969,256. This Technical Report includes a section that identifies the updated mobility plan projects that are located on County Roads. **These mobility plan projects are projected to cost $28,432,500, which represents 10.45% of the overall cost of the mobility plan projects.** This Technical Report includes an analyses of Palm Beach County road impact fee collections from new development within the City. **The analyses show that over the past 20 years, the County has collected over $32 million in road impact fees from new development in Boynton Beach.** The annual impact fee reports prepared by the County during that time frame indicate that the County has expended roughly $2 million in the City. It is recommended that the City utilize the information provided in this Technical Report to negotiate an interlocal agreement with the County.

The City of Boynton Beach Mobility Fee Technical Report, dated January 2025, documents future growth, the **"need"** for updated mobility plan projects, the data and methodology used to develop a mobility fee to mitigate the impact of new development, and the establishment of a **"benefit"** district. The updated mobility plan projects and mobility fees meets legally established dual rational nexus requirements for **"need"** and **"benefit"** and the Mobility Fee is **"rough proportionality"** to the impact of new development. The updated mobility plan projects and mobility fees have been developed consistent with the requirements of Florida Statute Sections 164.3164, 163.3180, 163.31801, and Florida Statute Chapter 380.

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LEGISLATIVE BACKGROUND

The State of Florida passed the Growth Management Act of 1985 that required all local governments in Florida adopt Comprehensive Plans to guide future development. The Act mandated that adequate public facilities must be provided "concurrent" with the impacts of new development. State mandated "concurrency" was adopted to ensure the health, safety, and general welfare of the public by ensuring that adequate public facilities would be in place to accommodate the demand for public facilities created by new development.

Transportation concurrency became the measure used by the Florida Department of Community Affairs (DCA), Florida Department of Transportation (FDOT), Regional Planning Councils (RPCs), and local governments to ensure that adequate public facilities, in the form of road capacity, was available to meet the transportation demands from new development. To meet the travel demand impacts of new development and be deemed "concurrent", transportation concurrency was primarily addressed by constructing new roads and widening existing roads.

Traditional transportation concurrency allowed governmental entities to deny development where road capacity was not available to meet the travel demands from new development. Transportation concurrency also allowed governmental entities to require that developments be timed or phased concurrent with the addition of new road capacity. In addition, transportation concurrency also allowed governmental entities to require new development to improve (widen) roads that were already overcapacity (aka "deficient" or "backlogged').

In urban areas throughout Florida, traditional transportation concurrency had the unintended consequence of limiting and stopping growth in urban areas. This occurred because roads were often over capacity based on traffic already on the roads or the combination of that traffic and trips from approved developments. Further, the ability to add road capacity in urban areas was more limited as right-of-way was often constrained by existing development and utilities, physical barriers, and environmental protections.

Stopping development in urban areas encouraged suburban sprawl by forcing new development to suburban and rural areas where road capacity was either readily available or cheaper to construct. In the late 90's, as the unintended impact of transportation concurrency became more apparent, the Legislature adopted Statutes to provide urban areas with alternatives to address the impact of new development through Transportation Concurrency Exception Areas (TCEA) and Transportation Concurrency Management Areas (TCMA).

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The intent of TCEAs and TCMAs was to allow local governments alternative solutions to provide mobility within urban areas by means other than providing road capacity and to allow infill and redevelopment in urban areas. In the mid 2000's, Florida experienced phenomenal growth that strained the ability of local governments to provide the necessary infrastructure to accommodate that growth. Many communities across the State started to deny new developments, substantially raise impact fees, and require significant transportation capacity improvements.

In 2005, the Legislature enacted several laws that weakened the ability of local governments to implement transportation concurrency by allowing new development to make proportionate share payments to mitigate its travel demand. The Legislature also introduced Multi-Modal Transportation Districts (MMTD) for areas that did qualify for TCEAs or TCMAs.

In 2007, the Florida Legislature introduced the concept of mobility plans and mobility fees to allow development to equitably mitigate its impact and placed additional restrictions on the ability of local governments to charge new development for over capacity roadways. The Legislature directed the Florida Department of Community Affairs (DCA) and the Florida Department of Transportation (FDOT) to evaluate mobility plans and fees and report the findings to the Legislature in 2009.

In 2009, the Legislature designated Dense Urban Land Areas (DULA), which are communities with a population greater than 1,000 persons per square mile, as TCEA's. The Legislature accepted the findings of the DCA and FDOT analysis for mobility plans and mobility fees but did not take any formal action as the State was in the great recession. The Legislature also placed further restrictions on local government's ability to implement transportation concurrency, by adding direction on how to calculate proportionate share and how overcapacity roads are addressed.

In 2011, the Florida Legislature through House Bill (HB) 7207 adopted the "Community Planning Act" which implemented the most substantial changes to Florida's growth management laws since the 1985 "Local Government Comprehensive Planning and Land Development Regulation Act," which had guided comprehensive planning in Florida for decades.

The 2011 legislative session eliminated State mandated concurrency, made concurrency optional for local governments, and eliminated the Florida Department of Community Affairs (DCA) and replaced it with the Florida Department of Economic Opportunity (DEO). The Act essentially removed the DEO, Florida Department of Transportation (FDOT), and Regional Planning Councils (RPC) from the transportation concurrency review process.

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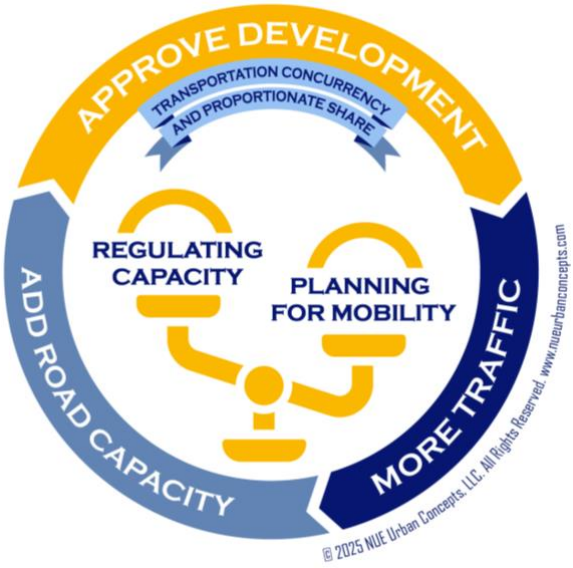
Although local governments are still required to adopt and implement a comprehensive plan, the requirements changed significantly and shifted more discretion to local governments to plan for mobility within their community and enacted further restrictions on the implementation of transportation concurrency, proportionate share, and backlogged roads.

The Florida Legislature did not include any provisions in House Bill 7207 exempting local governments existing transportation concurrency system, when it elected to abolish statewide transportation concurrency, made transportation concurrency optional for local governments, and enacted further restrictions on the implementation of transportation concurrency.

House Bill 319, passed by the Florida Legislature in 2013, amended the Community Planning Act and brought about more changes in how local governments could implement transportation concurrency and further recognized the ability of local governments to adopt an alternative mobility funding system, such as mobility fees based on a plan of improvements, to allow development, consistent with an adopted Comprehensive Plan, to equitably mitigate its travel demand impact.

Prior to the passage of the Florida Community Planning Act by the Legislature on June 2, 2011, transportation concurrency was mandatory for local governments statewide, except those with approved TCEAs or MMTDs. After adoption of the Community Planning Act, transportation concurrency became optional for any local government. The Legislature encouraged local governments to adopt alternative mobility funding systems and specifically referenced mobility fees, based on a plan for mobility improvements.

Figure 1. Concurrency Cycle



The Community Planning Act enabled local governments to break the transportation concurrency cycle by transitioning away from regulating road capacity and toward planning for mobility **(Figure 1)**. Florida Commerce, which replaced the Department of Economic Opportunity (DEO), which replaced the Department of Community Affairs (DCA), provides direction to local governments related to elimination of transportation concurrency and adoption of a mobility fee-based plan, in accordance with Florida Statute 163.3180 **(Appendix A)**.

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In 2019, the Florida Legislature, through House Bill 7103, amended the Community Planning Act and required mobility fees to be governed by the same procedures as impact fees. This amendment further confirmed that mobility fees are an equivalent form of mitigation to impact fees that allow development activity to mitigate its impact to the transportation system consistent with the needs identified in the local governments adopted mobility plan per Florida Statute Section 163.3180(5)(i).

In 2024, the Florida Legislature, through House Bill 479, amended the Community Planning Act to reaffirm that any local government can repeal transportation concurrency. The legislature replaced the term **"alternative mobility funding systems"** with **"alternative transportation systems"** in recognition that there are local governments in Florida with alternative systems that where not explicitly required to follow the processes and procedures required under Florida Statute Section 163.31801. The following is the amended version of Florida Statute Section 163.3180(5)(i) related to an alternative transportation system **(Appendix B).**

"(i) If a local government elects to repeal transportation concurrency, the local government may adopt an alternative transportation system that is mobility-plan and fee-based or an alternative transportation system that is not mobility-plan and fee-based. The local government may not use an alternative transportation system to deny, time, or phase an application for site plan approval, plat approval, final subdivision approval, building permits, or the functional equivalent of such approvals provided that the developer agrees to pay for the development's identified transportation impacts via the funding mechanism implemented by the local government. The revenue from the funding mechanism used in the alternative transportation system must be used to implement the needs of the local government's plan which serves as the basis for the fee imposed. An alternative transportation system must comply with s. 163.31801 governing impact fees. An alternative transportation system may not impose upon new development any responsibility for funding an existing transportation deficiency as defined in paragraph (h)."(underlined emphasis added)

For the first time since the terms mobility fees and mobility plans were introduced in 2007, the Florida Legislature, through HB 479, defined both terms in the Community Planning Act. The following are the recently adopted definitions for a mobility fee and a mobility plan per Florida Statute Section 163.3164 **(Appendix B)**:

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"(32) "Mobility fee" means a local government fee schedule established by ordinance and based on the projects included in the local government's adopted mobility plan.

(33) "Mobility plan" means an alternative transportation system mobility study developed by using a plan-based methodology and adopted into a local government comprehensive plan that promotes a compact, mixed use, and interconnected development served by a multimodal transportation system in an area that is urban in character, or designated to be urban in character, as defined in s. 171.031."

One of the most significant amendments under HB 479 was the recognition that where a county and a municipality both charge a fee for transportation capacity impacts, that only one fee may be assessed on development activity by the entity issuing the building permits. The amendment requires a county and a municipality to enter into an interlocal agreement to establish that only one fee is to be collected by the local government issuing building permits.

The interlocal agreement is also required to address negotiations between the county and municipality related to the distribution of collected revenue from development activity to mitigate transportation impacts. The following are the recent additions to Florida Statute 163.3180(5)(j):

"1. If a county and municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts.

2. The interlocal agreement must, at a minimum:

a. Ensure that any new development or redevelopment is not charged twice for the same transportation capacity impacts.

b. Establish a plan-based methodology for determining the legally permissible fee to be charged to a new development or redevelopment.

c. Require the county or municipality issuing the building permit to collect the fee, unless agreed to otherwise.

d. Provide a method for the proportionate distribution of the revenue collected by the county or municipality to address the transportation capacity impacts of a new development or redevelopment, or provide a method of assigning responsibility for the mitigation of the transportation capacity impacts belonging to the county and the municipality.

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3. By October 1, 2025, if an interlocal agreement is not executed pursuant to this paragraph:

a. The fee charged to a new development or redevelopment shall be based on the transportation capacity impacts apportioned to the county and municipality as identified in the developer's traffic impact study or the mobility plan adopted by the county or municipality.

b. The developer shall receive a 10 percent reduction in the total fee calculated pursuant to sub subparagraph a.

c. The county or municipality issuing the building permit must collect the fee charged pursuant to sub-subparagraphs a. and b. and distribute the proceeds of such fee to the county and municipality within 60 days after the developer's payment.

4. This paragraph does not apply to:

a. A county as defined in s. 125.011(1).

b. A county or municipality that has entered into, or otherwise updated, an existing interlocal agreement, as of October 1, 2024, to coordinate the mitigation of transportation impacts. However, if such existing interlocal agreement is terminated, the affected county and municipality that have entered into the agreement shall be subject to the requirements of this paragraph unless the county and municipality mutually agree to extend the existing interlocal agreement before the expiration of the agreement."

The requirement for an interlocal agreement and collection of a single fee applies to all local governments in Florida, except for Hillsborough, Miami Dade and Monroe Counties under Florida Statute Section 125.011(1). A county and a municipality with an interlocal agreement as of October 1st, 2024, are also exempt until the interlocal agreement expires or is terminated.

No local government is prohibited from adopting an alternative transportation system, even municipalities within a Charter County that requires transportation concurrency. Further, a municipality within a County that is exempted under Florida Statute Section 125.011(1) does not preclude the municipality from negotiating an interlocal agreement with the exempted County to address transportation mitigation or even a reduction in fees where a municipality adopts a mobility plan and a mobility fee.

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IMPACT FEE & MOBILITY FEE COMPARISON

The Florida Constitution grants local governments broad home rule authority to establish special assessments, impact fees, mobility fees, franchise fees, user fees, and service charges as revenue sources to fund specific governmental functions and capital infrastructure. Payment of impact fees or mobility fees are one of the primary ways local governments can require new development, along with redevelopment or expansion of existing land uses that generate additional transportation demand, to mitigate its impact to a local governments transportation system. While road impact fees and mobility fees are both intended to be a means in which a development can mitigate its transportation impact, the following are the major differences between the two fees:

Road Impact Fees

- Partially or fully fund road capacity improvements, including new roads, the widening of existing roads, and the addition or extension of turn lanes at intersections to move people driving vehicles (i.e., cars, trucks, SUVs, motorcycles).
- Are based on increases in trip generation, vehicle trip length, and road capacity, along with the cost of road capacity improvements and the projected vehicle miles of travel from development.
- May be based on either an adopted LOS standard (aka standards or consumption-based fee) or on future road improvements (aka plan or improvements-based fee).

Mobility Fees

- Pay for the cost associated with adding new multimodal capacity to move people walking, bicycling, scooting, riding transit, driving vehicles, or using shared mobility technology.
- Partially or fully fund multimodal projects, including sidewalks, paths, trails, bike lanes, streetscape and landscape, complete and low speed streets, micromobility (i.e., electric bikes, electric scooters) devices, programs, and services, microtransit (i.e., golf carts, neighborhood electric vehicles, autonomous transit shuttles, trolleys) circulators, services and vehicles, new roads, the widening of existing roads, and turn lanes, signals, and ADA upgrades at intersections.
- Are based on increases in person trips, person trip lengths, and person miles of capacity from multimodal projects, along with projected person miles of travel from development.
- Assessment areas may include all or portions of a municipality or county, and may vary based on geographic location (e.g., downtown) or type of development (e.g., mixed-use).
- Must be based on future multimodal projects adopted as part of a mobility plan and incorporated or referenced in the local governments Comprehensive Plan.

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THE IMPACT FEE ACT & CASE LAW OVERVIEW

In the late 1970's and early 1980's Local governments throughout Florida began adopting road impact fees as a means for new development to pay for its traffic impact and generate revenue to fund transportation infrastructure improvements. Counties, especially Charter Counties, began requiring that municipalities collect road impact fees on their behalf to fund improvements to the county road system. Throughout the 1980's, 1990's, and 2000's, municipalities throughout Florida challenged the ability of counties to compel them to collect road impact fees for new development. The opposition stemmed in part from an unintended consequence of transportation concurrency which was that it essentially stopped development in urban areas (aka "municipalities"). Both municipalities and development activity were constrained in their ability to add road capacity due to the cost of acquiring developed land and receiving opposition from existing residents concerned about increased traffic and the impact new road capacity would have on their neighborhoods.

The inability of development activity in urban areas to meet transportation concurrency resulted in development moving to suburban and rural areas (aka "urban sprawl") where fewer residents were likely to oppose new road capacity improvements and where road capacity was either available or cheaper to construct. Municipalities found themselves in the unenviable position of sending road impact fees to counties when development activity met concurrency requirements, only to watch road impact fees being spent on new road capacity projects outside of urban areas, which ultimately facilitated sprawl beyond municipal boundaries.

Furthermore, the courts often ruled in favor or counties, as municipalities that challenge solutions for of being compelled to collect impact fees failed to present alternative solutions for addressing the traffic impacts of new development. These challenges all occurred prior to the Florida Legislature adopting the "Impact Fee Act" through Florida Statute 163.31801. Additionally, these challenges existed prior to the introduction of mobility plans and mobility fees and the adoption of the "Community Planning Act" through Florida Statute 163.3180.

Before the Florida "Impact Fee Act" was adopted, many local governments had already developed impact fees through their home rule powers. In 2006, the Legislature adopted the "Impact Fee Act" to provide process requirements for the adoption of impact fees and formally recognized the authority of local governments to adopt impact fees. Prior to 2006, the Florida Legislature, unlike many States throughout the U.S. that adopted enabling legislation, elected to defer to the significant case law that was developed in both Florida and throughout the U.S. to provide guidance to local governments to adopt impact fees.

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In 2009, the Legislature made several changes to the "Impact Fee Act", the most significant of which was placing the burden of proof on local governments, through a preponderance of the evidence, that the imposition of the fee meets legal precedent and the requirements of Florida Statute Section 163.31801. Prior to the 2009 amendment, Courts generally deferred to local governments as to the validity of an imposed impact fee and placed the burden of proof, that an imposed impact fee was invalid or unconstitutional on the plaintiff.

In 2019, the Legislature, through HB 207 and HB 7103, made several changes to the "Impact Fee Act", the most significant of which was the requirement that fees cannot be collected prior to building permit issuance. The changes also expanded on the requirements of the dual rational nexus test, the collection and expenditure of fees, credits, and administrative cost.

In 2020, the Legislature, through SB 1066, made several additional changes to the Impact Fee Act to clarify that new or updated impact fees cannot be assessed on a permit if the permit application was pending prior to the new or updated fee. The bill also made credits assignable and transferable to third parties.

In 2021, the Legislature, through HB 337 made significant amendments to the "Impact Fee Act", which the Governor subsequently approved. The amendments require that impact fees be based on planned improvements and that there is a clear nexus between the need for improvements and the impact from new development.

The amendments have a greater impact on increases to existing impact fees and have phasing requirements for increases to existing fees. There are provisions that allow a local government to fully implement updated fees based on a finding of extraordinary circumstances, holding public hearings, and requiring a super majority approval by elected officials.

In 2024, the Legislature, through HB 479 made amendments to the "Impact Fee Act" that requires fee studies be completed and adopted within 12 months from the date of initiation of the study. The amendment also stipulated that data used in fee studies should not be older than four years. The amendment also requires alternative transportation systems recognize transportation or road impact fee credits granted prior to adoption of the alternative transportation systems. The most recently enacted version of Florida Statute Section 163.31801 is provided in **Appendix C**.

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One of the purposes of this Technical Report, consistent with Florida Statute Section 163.31801(4)(f) and (g), is to demonstrate that City of Boynton Beach's Mobility Fee is proportional and reasonably connected to, or has a rational nexus with, both the **"need"** for Mobility Projects and the mobility **"benefits"** provided to those who pay the fee, otherwise known as the "dual rational nexus test", herein further described as:

The "Need" for additional (new) capital facilities (projects) to accommodate the increase in demand (impact) from growth (new development), and

The "Benefit" that the new growth (new development) receives from the payment and expenditure of fees to construct the new capital facilities (projects).

In addition to the "dual rational nexus test", the U.S. Supreme Court in Dolan v. Tigard also established a "rough proportionality test" to address the relationship between the amount of a fee imposed on development activity and the impact of the development activity. The "rough proportionality test" requires that there be a reasonable relationship (proportional and reasonably connected) between the impact fee and the impact of development activity based upon the applicable unit of measure for residential and non-residential uses. The "rough proportionality test" further requires that the variables used to calculate a fee are reasonably assignable and attributable to the impact of development activity.

The Courts recognized the authority of a municipality to impose "impact fees" in Florida occurred in 1975 in the case of City of Dunedin v. Contractors and Builders Association of Pinellas County, 312 So.2d 763 (2d DCA. Fla., 1975), where the court held: "that the so-called impact fee did not constitute taxes but was a charge using the utility services under Ch. 180, F. S." The Court set forth the following criteria to validate the establishment of an impact fee:

"…where the growth patterns are such that an existing water or sewer system will have to be expanded in the near future, a municipality may properly charge for the privilege of connecting to the system a fee which is in excess of the physical cost of connection, if this fee does not exceed a proportionate part of the amount reasonably necessary to finance the expansion and is earmarked for that purpose." 312 So.2d 763, 766, (1975).

The case was appealed to the Florida Supreme Court and a decision rendered in the case of Contractors and Builders Association of Pinellas County v. City of Dunedin 329 So.2d 314 (Fla. 1976), in which the Second District Court's decision was reversed. The Court held that "impact fees" did not constitute a tax; that they were user charges analogous to fees collected by privately owned utilities for services rendered.

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However, the Court reversed the decision, based on the finding that the City did not create a separate fund where impact fees collected would be deposited and earmarked for the specific purpose for which they were collected, finding:

"The failure to include necessary restrictions on the use of the fund is bound to result in confusion, at best. City personnel may come and go before the fund is exhausted, yet there is nothing in writing to guide their use of these moneys, although certain uses, even within the water and sewer systems, would undercut the legal basis for the fund's existence. There is no justification for such casual handling of public moneys, and we therefore hold that the ordinance is defective for failure to spell out necessary restrictions on the use of fees it authorizes to be collected. Nothing we decide, however prevents Dunedin from adopting another sewer connection charge ordinance, incorporating appropriate restrictions on use of the revenues it produces. Dunedin is at liberty, moreover, to adopt an ordinance restricting the use of moneys already collected. We pretermit any discussion of refunds for that reason." 329 So.2d 314 321, 322 (Fla. 1976)

The case tied impact fees directly to growth and recognized the authority of a local government to impose fees to provide capacity to accommodate new growth and basing the fee on a proportionate share of the cost of the needed capacity. The ruling also established the need for local government to create a separate account to deposit impact fee collections to help ensure those funds are expended on infrastructure capacity.

The Utah Supreme Court had ruled on several cases related to the imposition of impact fees by local governments before hearing Banberry v. South Jordan. In the case, the Court held that: "the fair contribution of the fee-paying party should not exceed the expense thereof met by others. To comply with this standard a municipal fee related to service like water and sewer must not require newly developed properties to bear more than their equitable share of the capital costs in relation to the benefits conferred" (Banberry Development Corporation v. South Jordan City, 631 P. 2d 899 (Utah 1981). To provide further guidance for the imposition of impact fees, the court articulated seven factors which must be considered (Banberry Development Corporation v. South Jordan City, 631 P. 2d 904 (Utah 1981):

"(1) the cost of existing capital facilities;

(2) the manner of financing existing capital facilities (such as user charges, special assessments, bonded indebtedness, general taxes or federal grants);

(3) the relative extent to which the newly developed properties and the other properties in the municipality have already contributed to the cost of existing capital facilities (by such means as user charges, special assessments, or payment from the proceeds of general taxes);

(4) the relative extent to which the newly developed properties in the municipality will contribute to the cost of existing capital facilities in the future;

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(5) the extent to which the newly developed properties are entitled to a credit because the municipality is requiring their developers or owners (by contractual arrangement or otherwise) to provide common facilities (inside or outside the proposed development) that have been provided by the municipality and financed through general taxation or other means (apart from user fees) in other parts of the municipality;

(6) extraordinary costs, if any, in servicing the newly developed properties; and

(7) the time-price differential inherent in fair comparisons of amounts paid at different times."

The Court rulings in Florida, Utah and elsewhere in the U.S. during the 1970's and early 1980's led to the first use of what ultimately became known as the "dual rational nexus test" in Hollywood, Inc. v. Broward County; which involved a Broward County ordinance that required a developer to dedicated land or pay a fee for the County park system. The Florida Fourth District Court of Appeal found to establish a reasonable requirement for dedication of land or payment of an impact fee that:

"… the local government must demonstrate a reasonable connection, or rational nexus between the need for additional capital facilities and the growth of the population generated by the subdivision. In addition, the government must show a reasonable connection, or rational nexus, between the expenditures of the funds collected and the benefits accruing to the subdivision. In order to satisfy this latter requirement, the ordinance must specifically earmark the funds collected for the use in acquiring capital facilities to benefit new residents." (Hollywood, Inc. v. Broward County, 431 So. 2d 606 (Fla. 4th DCA), rev. denied, 440 So. 2d 352 (Fla. 1983).

In 1987, the first of two major cases were heard before the U.S. Supreme Court that have come to define what is now commonly referred to as the "dual rational nexus test". The first case was Nollan v. California Coastal Commission which involved the Commission requiring the Nollan family to dedicate a public access easement to the beach in exchange for permitting the replacement of a bungalow with a larger home which the Commission held would block the public's view of the beach.

Justice Scalia delivered the decision of the Court: "The lack of nexus between the condition and the original purpose of the building restriction converts that purpose to something other than what it was...Unless the permit condition serves the same governmental purpose as the development ban, the building restriction is not a valid regulation of land use but an out-and-out plan of extortion (Nollan v. California Coastal Commission, 483 U. S. 825 (1987)". The Court found that there must be an essential nexus between an exaction and the government's legitimate interest being advanced by that exaction (Nollan v. California Coastal Commission, 483 U. S. 836, 837 (1987).

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The second case, Dolan v. Tigard, heard by the U.S. Supreme Court in 1994 solidified the elements of the "dual rational nexus test". The Petitioner Dolan, owner, and operator of a Plumbing & Electrical Supply store in the City of Tigard, Oregon, applied for a permit to expand the store and pave the parking lot of her store. The City Planning Commission granted conditional approval, dependent on the property owner dedicating land to a public greenway along an adjacent creek and developing a pedestrian and bicycle pathway to relieve traffic congestion. The decision was affirmed by the Oregon State Land Use Board of Appeal and the Oregon Supreme Court. The U.S. Supreme Court overturned the ruling of the Oregon Supreme Court and held:

"Under the well-settled doctrine of "unconstitutional conditions," the government may not require a person to give up a constitutional right in exchange for a discretionary benefit conferred by the government where the property sought has little or no relationship to the benefit. In evaluating Dolan's claim, it must be determined whether an "essential nexus" exists between a legitimate state interest and the permit condition. Nollan v. California Coastal Commission, 483 U. S. 825, 837. If one does, then it must be decided whether the degree of the exactions demanded by the permit conditions bears the required relationship to the projected impact of the proposed development." Dolan v. City of Tigard, 512 U.S. 383, 386 (1994)

The U.S. Supreme Court in addition to upholding the "essential nexus" requirement from Nollan also introduced the "rough proportionality" test and held that:

"In deciding the second question-whether the city's findings are constitutionally sufficient to justify the conditions imposed on Dolan's permit-the necessary connection required by the Fifth Amendment is "rough proportionality." No precise mathematical calculation is required, but the city must make some sort of individualized determination that the required dedication is related both in nature and extent to the proposed development's impact. This is essentially the "reasonable relationship" test adopted by the majority of the state courts. Dolan v. City of Tigard, 512 U.S. 388, 391 (1994)"

An often-overlooked component of Dolan v. City of Tigard is the recognition that while multimodal facilities may off-set traffic congestion there is a need to demonstrate or quantify how the dedication of a pedestrian / bicycle pathway would offset the traffic demand generated. per the following excerpt from the opinion of the Court delivered by Chief Justice Rehnquist:

"The city made the following specific findings relevant to the pedestrian/bicycle pathway: "In addition, the proposed expanded use of this site is anticipated to generate additional vehicular traffic thereby increasing congestion on nearby collector and arterial streets. Creation of a convenient, safe pedestrian/bicycle pathway system as an alternative means of transportation could offset some of the traffic demand on these nearby streets and lessen the increase in traffic congestion." We think a term such as "rough proportionality" best encapsulates what we hold to be the requirement of the Fifth Amendment. No precise mathematical calculation is required, but the city must make some sort of individualized determination that the required dedication is related both in nature and extent to the impact of the proposed development.

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With respect to the pedestrian/bicycle pathway, we have no doubt that the city was correct in finding that the larger retail sales facility proposed by petitioner will increase traffic on the streets of the Central Business District. The city estimates that the proposed development would generate roughly 435 additional trips per day. Dedications for streets, sidewalks, and other public ways are generally reasonable exactions to avoid excessive congestion from a proposed property use. But on the record before us, the city has not met its burden of demonstrating that the additional number of vehicle and bicycle trips generated by the petitioner's development reasonably relate to the city's requirement for a dedication of the pedestrian/bicycle pathway easement. The city simply found that the creation of the pathway "could offset some of the traffic demand . . . and lessen the increase in traffic congestion."

"As Justice Peterson of the Supreme Court of Oregon explained in his dissenting opinion, however, "[t]he findings of fact that the bicycle pathway system could offset some of the traffic demand' is a far cry from a finding that the bicycle pathway system will, or is likely to, offset some of the traffic demand." 317 Ore., at 127, 854 P. 2d, at 447 (emphasis in original). No precise mathematical calculation is required, but the city must make some effort to quantify its findings in support of the dedication for the pedestrian/bicycle pathway beyond the conclusory statement that it could offset some of the traffic demand generated." Dolan v. City of Tigard, 512 U.S. 687 (1994).

The U.S. Supreme Court recently affirmed, through Koontz vs. St. Johns River Water Management District, that the "dual rational nexus" test equally applies to monetary exactions in the same manner as a governmental regulation requiring the dedication of land. Justice Alito described:

"Our decisions in Nollan v. California Coastal Commission, 483 U. S. 825 (1987), and Dolan v. City of Tigard, 512 U. S. 374 (1994), provide important protection against the misuse of the power of land-use regulation. In those cases, we held that a unit of government may not condition the approval of a land-use permit on the owner's relinquishment of a portion of his property unless there is a "nexus" and "rough proportionality" between the government's demand and the effects of the proposed land use. In this case, the St. Johns River Water Management District (District) believes that it circumvented Nollan and Dolan because of the way in which it structured its handling of a permit application submitted by Coy Koontz, Sr., whose estate is represented in this Court by Coy Koontz, Jr. The District did not approve his application on the condition that he surrender an interest in his land. Instead, the District, after suggesting that he could obtain approval by signing over such an interest, denied his application because he refused to yield." Koontz v. St. Johns River Water Management District 1333 S. Ct. 2586 (2013).

"That carving out a different rule for monetary exactions would make no sense. Monetary exactions—particularly, fees imposed "in lieu" of real property dedications—are "commonplace" and are "functionally equivalent to other types of land use exactions." To subject monetary exactions to lesser, or no, protection would make it "very easy for land-use permitting officials to evade the limitations of Nollan and Dolan." Furthermore, such a rule would effectively render Nollan and Dolan dead letters "because the government need only provide a permit applicant with one alternative that satisfies the nexus and rough proportionality standard, a permitting authority wishing to exact an easement could simply give the owner a choice of either surrendering an easement or making a payment equal to the easement's value." Koontz v. St. Johns River Water Management District 1333 S. Ct. 2599 (2013).

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The Florida First District Court of Appeals recently affirmed, through The BoCC of Santa Rosa County vs. the Builders Association of West Florida, that impact fees are required to meet the "dual rational nexus" test to avoid being found to be an unconstitutional tax. The Court cited the following sections of Florida Statute:

"Second, the Florida Impact Fee Act sets forth the minimum statutory requirements for a valid impact fee. § 163.31801(3), Fla. Stat. (2019). The Act requires impact fees to be based on the "most recent and localized data." § 163.31801(3)(a), Fla. Stat." The Board of County Commissioners v. Home Builders Assoc. of West Florida, Inc., 325 So. 3d 981, 985 (Fla. Dist. Ct. App. 2021).

The Court cited expert testimony that the County's school impact fee did not recognize differences in growth or needs that would be the basis for different fees based on geographic location and needs due to new growth:

"the impact fees failed the dual rational nexus test because they did not account for the differences between the northern and southern parts of the county. This resulted in impact fees that were disproportionate to the growth in these geographical regions." The Board of County Commissioners v. Home Builders Assoc. of West Florida, Inc., 325 So. 3d 981, 985 (Fla. Dist. Ct. App. 2021).

The U.S. Supreme Court in April 2024 issued a unanimous decision in Sheetz v. County of El Dorado, California (144 S.Ct. 893) where the Court narrowly determined that legislatively enacted impact fees are not exempt from the requirements set forth in two previous property rights cases (Nollan v. California Coastal Commission and Dolan v. City of Tigard, Oregon). Thus, local governments that impose impact fees will now be subjected to a standard requiring them to demonstrate the relationship and relative impact of the development on the community. Specifically, local governments will have to show that conditions (impact fees) to obtain a land-use permit have an "essential nexus" (relationship) to the government's land-use interest and a "rough proportionality" between the weight on the property owner and the development's effects of the proposed land use.

The Impact Fee Act already requires that imposed impact fees and mobility fees demonstrate an "essential nexus" between the fee and the impact from development activity. The Supreme Court ruling reinforces the prior impact fee case law that the amount of impact fees or mobility fees imposed must be "rough proportionality" to the impact from development activity. The ruling also stipulated that required monetary payments in the form of impact fees are an exaction just like requiring development activity to dedicate land for a governmental purpose and could be subject to a takings claim if the impact fees imposed do not demonstrate an "essential nexus" between the amount and imposition and the impact from development activity.

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DEVELOPING A MOBILITY FEE

The update of mobility plan projects and development of the mobility fee for the City of Boynton Beach involved several steps. The following is an overview of the process used to update mobility plan projects and develop a mobility fee consistent with statutory requirements **(Figure 2).**

Figure 2. Developing a Mobility Fee



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COMPREHENSIVE PLAN

In 2019, the City amended the Transportation Element of the Comprehensive Plan to establish legislative intent to develop a mobility plan and fee. As of January 2025, the following are the Goals, Objectives, and Policies in the Transportation Element of the Comprehensive Plan:

TRANSPORTATION ELEMENT

GOAL 2: "To develop and maintain a transportation system which will serve the transportation needs of all sectors of the City of Boynton Beach in a safe, efficient, cost effective, and aesthetically pleasing manner that promotes multi-modal transportation options, such as walking, bicycling, and transit."

Figure 3. Integrating Land Use, Transportation, Parking & Funding



Objective 2.4 "The City shall develop and maintain a safe, convenient, multi-modal transportation system, including walking, bicycling, and public transit, which will meet future as well as current transportation needs, particularly within the TCEA and the CRA."

Policy 2.6.3 "The City may seek to repeal and replace Palm Beach County transportation concurrency, proportionate fair-share and road impact fees with a Mobility Fee based upon a Complete Streets Mobility Plan. Repeal of Palm Beach County transportation concurrency, proportionate fair-share and road impact fees will require consultation with Palm Beach County. The City may also apply a Mobility Fee to the city-maintained facilities, repealing City transportation concurrency and proportionate fair-share applicable to local roadways."

Policy 2.6.4 "The Mobility Fee may be implemented and adopted citywide or may be adopted only for specific areas or districts within the City. For each such specific area or district, an adopted Mobility Fee shall replace both Palm Beach County transportation concurrency, proportionate fair-share and road impact fees and City transportation concurrency and proportionate fair-share."

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Policy 2.6.5 "The Complete Streets Mobility Plan and Mobility Fee may be adopted by resolution of the City Commission. The Mobility Fee would go into effect per the provisions of the Mobility Fee ordinance."

Policy 2.6.6 "Should the City Commission elect to adopt a Mobility Fee, the City, within one year of adoption of the implementing Ordinance, shall update the Transportation and Capital Improvement Elements of the Comprehensive Plan to reflect the repeal of transportation concurrency, proportionate fair-share and road impact fees and update policies related to level and quality of service standards, complete streets, capacity determinations, backlogged facilities, transportation and associated multi-modal policies and other elements addressed in the Complete Streets Mobility Plan."

Policy 2.6.7 "The Complete Streets Mobility Plan shall include provisions that address mobility between destinations and should address accessibility to, from destinations, and between modes of travel. The improvements in the Plan shall be based upon the expected, anticipated or desired increase in new development, infill development and redevelopment by the established horizon year and the associated increase in vehicular and person travel demand. The Complete Streets Mobility Plan shall include quality and level of service standards for all modes of travel."

Policy 2.6.8 "The City, as part of a Complete Streets Mobility Plan, may adopt quality and/or level of service standards for pedestrians, bicycle, transit and other multi-modal facilities included in the Plan. Quality of Service standards shall be related to the overall travel experience of the user with higher standards established in areas where walking, bicycling, transit and other non-vehicular modes of travel are encouraged. Level of Service standards shall be related to the width or size of pedestrian, bicycle and non-vehicular facilities with wider and larger facilities in areas where non-vehicular modes of travel are encouraged and frequency of transit service with greater frequencies and spans of service in areas where transit is encouraged."

Policy 2.6.9 "The Complete Streets Mobility Plan may serve as a Master Plan for roads and transit within the City, and also function as a Bicycle, Pedestrian, Trails, Blueways, Greenways and other non-vehicular modes or travel Master Plan."

Policy 2.6.10 "The Complete Streets Mobility Plan may also incorporate provisions for reduced heat island effects and improve air quality through trees and landscaping and to reduce stormwater run-off and water quality through the integration of low impact development techniques, bio- swales, rain gardens and other green techniques that can be incorporated into the planning, design and construction of transportation improvements."

Policy 2.6.11 "The Complete Streets Mobility Plan may include policies related to land use to encourage multi-modal supportive development. The Plan may also include provisions that allow for reduction in development parking requirements in recognition of car and bicycle sharing in complete streets, and parking strategies that reduce parking requirements for mixed-use, multi-modal development and affordable housing."

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Policy 2.6.12 "The Mobility Fee would be a one-time assessment on new development or redevelopment that results in an impact to the transportation system through an increase in vehicular trips or vehicular miles of travel or an increase in person trips or person miles of travel. The Mobility Fee, consistent with State Statute, shall be required to meet the dual rational nexus test and shall be reasonably attributable to the travel demand impact of new development, infill and redevelopment."

Policy 2.6.13 "The Mobility Fee may include provisions to encourage and incentivize new development, infill and redevelopment within targeted areas of the City. The Mobility Fee may also include provisions to encourage affordable and workforce housing, mixed- use, multi-modal supportive development, and desired land uses that increase employment and attract economic development."

Policy 2.6.14 "An application for private development may not be required to pay a Mobility Fee and also meet transportation concurrency, proportionate-fair share and road impact fees to the extent the Mobility Fee address the same facilities and travel demand impacts as would be addressed through the application of transportation concurrency, proportionate-fair share and road impact fees for City and/or County or State maintained facilities."

Policy 2.6.15 "In consideration of a future Complete Streets Mobility Plan, the City may review the Land Development Regulations to consider incentives for and accommodate the needs of compact four-and-two-wheel vehicles (such as hybrids, smart cars, and vespas/scooters, etc.) by assessing the parking requirements and other provisions of the code."

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GROWTH

The first requirement of the **"dual rational nexus"** for the City's mobility fee is to demonstrate that there is a need for mobility projects to accommodate projected growth in person travel demand. An evaluation of the existing and projected population and employment was conducted for the City of Boynton Beach Mobility Study Area **(Map C).** The Mobility Study Area includes all areas of the City east of Interstate 95 and varying areas of the City between Interstate 95 and Congress Avenue and around the Boynton Beach Mall.

The population and employment data were obtained from the Traffic Analysis Zones (TAZs) used in the 2045 Palm Beach Long Range Transportation Plan (LRTP). The population and employment analysis demonstrates that there is projected to be an increase in population, households, and employment for the Mobility Study Area, the City and surrounding areas **(Table 1)**. The projected increase in population, households, and employment will generate additional person travel demand and will create a need for mobility projects to meet that travel demand.

TABLE 1. PROJECTED GROWTH

	MOBILITY FEE STUDY AREA			CITYWIDE & SURROUNDING AREAS		
Year	Households	Population	Employment	Households	Population	Employment
2015	26,640	56,255	32,833	40,944	95,652	52,395
2045	35,677	83,273	47,431	54,447	126,766	69,418
Increase	11,037	27,018	14,598	11,037	27,018	14,598

Source: Projected growth analysis prepared by NUE Urban Concepts, LLC. Data was extracted from Traffic Analysis Zones (TAZs) from the 2015/2045 Southeast Regional Planning Model. The model files were obtained from the Palm Beach County Transportation Planning Agency (TPA) webpage. The data was projected for the Mobility Fee Study area, the City, and surrounding areas. There is some overlap in data due to TAZs extending beyond City limits into surrounding areas.

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VEHICLE MILES OF TRAVEL (VMT)

The growth in vehicle miles of travel (VMT) is one of the factors evaluated to determine the need for future Mobility Projects within the Mobility Study Area. The evaluation of future vehicle miles of travel (VMT) includes minor and major collectors as well as arterials.

The VMT analyses includes City, County, and State roads within the Mobility Study Area **(Map C)**. The growth rates from the model data used for the 2045 LRTP were used to determine the VMT growth of **396,230** within the Mobility Study Area between 2024 and 2045 **(Table 2)**.

TABLE 2. GROWTH IN VEHICLE MILES OF TRAVEL (VMT)

Year	VMT Arterials & Collectors	VMT Limited Access	VMT All
2024 (Mobility Plan base year)	975,600	1,937,230	2,912,830
2045 (Model & Plan future year)	1,344,830	2,024,470	3,369,300
VMT increase (2024 to 2045)	369,230	87,240	456,470

Source: Projected growth in VMT prepared by NUE Urban Concepts, LLC based on the Traffic Characteristics Data for the Mobility Study Area **(Appendix D)**. The VMT data were calculated based on applying the annual growth rate of 1.54% in VMT based on base year and future year model data for the Mobility Study Area **(Map C)**. The VMT increase is based on the difference between 2024 and 2045. The major roads network does not include roads classified as local. The projected increase in VMT for the arterial and collector roads in the Mobility Study Area is projected to increase by 37.8% [(1,344,830 – 975,600) = 369,230; (369,230 / 975,600) = 0.378%)]. The annual growth rate of 0.21% for I-95 is significantly lower than for arterials and collectors (SEFRPM 8.541). The limits for I-95 extend from Atlantic Ave (SR 806) in Delray Beach to Lantana Road in Lantana to account for travel to the next interchange exits outside the Mobility Study Area.

The VMT data for limited access facilities (i.e., Interstate 95) will be used to adjust the travel demand for land uses established in the mobility fee schedule. Travel on limited access facilities is excluded from both road impact fee and mobility fee studies as the limited access facilities serve intercity and regional travel.

Furthermore, improvements to Interstate 95 would be funded through federal and state gas tax revenues. The data for limited access facilities extend roughly one mile (1) north and three (3) miles south of the Mobility Study Area to account for travel to the next Interstate 95 interchange.

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PERSON MILES OF TRAVEL (PMT)

The growth in vehicle miles of travel (VMT) is often used in road impact fees to evaluate the need for road capacity improvements to move vehicles. Mobility Fees utilize person miles of travel (PMT) to evaluate the need for multimodal projects to move people. To account for multimodal trips made by people walking, biking, riding transit, and the number of people per vehicle (aka vehicle occupancy), the projected increase in vehicle miles of travel (VMT) demand is converted into person miles of travel (PMT) demand for arterial and collector roads.

The conversion is based on person and vehicle trips and trip length data obtained from the 2022 National Household Travel Survey (NHTS). The NHTS data is used to calculate a person miles of travel factor (PMTf) based on PMT and VMT per trip purpose. The evaluation of the vehicle and person data from the 2022 NHTS resulted in a person miles of travel factor (PMTf) of 1.54 **(Appendix E)**. The increase in PMT is based on the projected increase in VMT multiplied by the applicable person miles of travel factor (PMTf) illustrated in further detail in **Figure 4**.

Figure 4: Person Miles of Travel Increase (PMTi)

Person Miles of Travel increase (PMTi)

∑ VMTtp = (∑ VTtp x VTLtp)
∑ PMTtp = (∑ PTtp x PTLtp)
PMTf = (∑ of PMTtp / ∑ of VMTtp)
VMTi = (2045 VMT - 2025 VMT)
PMTi = (VMTi x PMTf)

Where:

∑ VTtp	=	Sum of Vehicle Trips by trip purpose (Appendix E)
∑ PTtp	=	Sum of Person Trips by trip purpose (Appendix E)
VTLtp	=	Average Vehicle Trip Length by trip purpose (Appendix E)
PTLtp	=	Average Person Trip Length by trip purpose (Appendix E)
VMT	=	Vehicle Miles of Travel
PMT	=	Person Miles of Travel
∑ VMTtp	=	Sum of Vehicle Miles of Travel by trip purpose (Appendix E)
∑ PMTtp	=	Sum of Person Miles of Travel by trip purpose (Appendix E)
PMTf	=	Person Miles of Travel factor of 1.54 (Appendix E)
VMTi	=	Vehicle Miles of Travel Increase (Table 2)
PMTi	=	Person Miles of Travel increase (Table 3)

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The projected increase in PMT within the Mobility Fee Study Area, excluding I-95, between the Mobility Plan base year of 2024 and the future year of 2045 is **568,614 (Table 3)**. The increase was calculated per the formula illustrated in **Figure 4**. The projected person miles of travel (PMT) increase of **586,614** demonstrates that there are future person miles of travel demand projected by 2045 that will result in the **"need"** for Mobility Projects to accommodate the increase in person travel demand **(Table 3)**. The documented increase in PMT and the identification of updated Mobility Plan Projects, consistent with the **"needs"** test of the dual rational nexus test.

TABLE 3. INCREASE IN PERSON MILES OF TRAVEL (PMT)

Vehicle & Person Miles of Travel	(VMT & PMT)
2024 Mobility Plan Base Year	
2024 Base Year Vehicle Miles of Travel (VMT)	975,600
Person Miles of Travel factor (PMTf)	1.54
2024 Base Year Person Miles of Travel (PMT)	1,502,424
2045 Mobility Plan Future Year	
2045 Future Year Vehicle Miles of Travel (VMT)	1,344,830
Person Miles of Travel factor (PMTf)	1.54
2045 Future Year Person Miles of Travel (PMT)	2,072,038
Increase in VMT & PMT	
Vehicle Miles of Travel increase (VMTi)	369,230
Total Increase in Person Miles of Travel (PMTi)	568,614

Source: The 2045 VMT increase was obtained from **Table 2**. PMTi obtained by multiplying VMTi by 1.54 (**Figure 4**.)

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QUALITY OF SERVICE (QOS)

The adoption of an alternative transportation system is an opportunity to expand beyond the current practice of evaluating the current transportation system solely on the availability of road capacity on a segment-by-segment basis. Florida Statute Section 163.3180 allows local governments to establish level of service (LOS) and quality of service (QOS) standards for people bicycling, walking, accessing transit, and making roads safer for all users. The LOS and QOS standards are intended to be used for the following planning and design activities and incorporation into the Comprehensive Plan (CP) and Land Development Regulations (LDRs):

(1) Identification of Mobility Projects to periodically update the Complete Streets Mobility Plan,
(2) Performance measures to evaluate over time changes in service and mobility provided,
(3) Determining multimodal capacities for Mobility Projects,
(4) Prioritize Mobility Projects for annual capital improvement programming,
(5) Develop Complete Streets design standards in the LDRs for new and retrofitted streets,
(6) Implement FDOT's Context Classifications for Complete Streets,
(7) Develop mobility strategies in the CP and LDRs for new development,
(8) Develop multimodal site access analysis and internal street evaluation requirements, and
(9) Develop multimodal criteria to review CP amendments and Planned Unit Developments.

Florida Statute 163.3180 (5)(f)(5) identifies the establishment of multimodal quality of service (QOS) standards as part of an alternative transportation. Street quality of service (QOS) standards, based on posted speed limits, are intended to be used a planning tool used for innovative street design. Multimodal QOS standards are based on the types of facilities for people walking and bicycling. Transit QOS standards are based on the type, frequency, and span of service for future transit.

The establishment of street quality of service (QOS) standards based on the posted speed limit is both an alternative and a complement to areawide roadway LOS standards. While areawide roadway LOS standards are based on road capacity to move cars, street QOS standards are intended to enhance mobility and safety for all users of the transportation system by prioritizing slower speeds for cars. Street QOS standards are intended to enhance mobility and move towards safer streets for all modes of travel by prioritizing slower speeds for cars. Studies have shown there is a direct correlation between the speed of car travel and the severity of crashes. As speeds increase, so does the probability that a crash involving people walking, bicycling, or driving will result in one or more fatalities, especially given the increasing popularity and size of SUVs and pick-up trucks.

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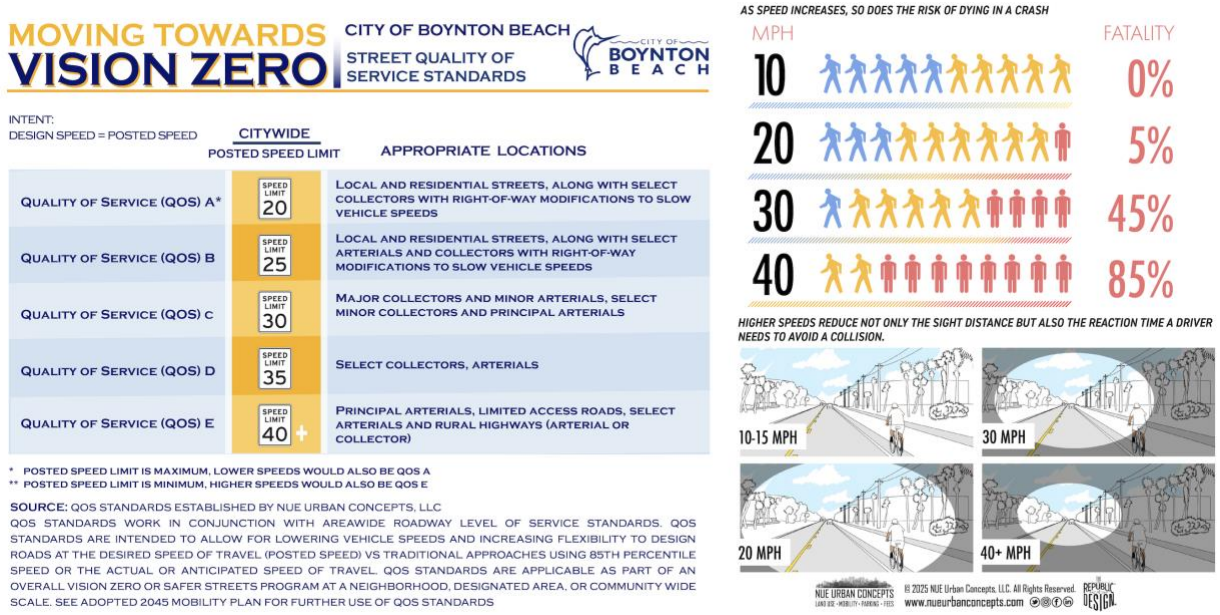
The street QOS standards are the inverse of roadway LOS standards in that as speed limits go down, street QOS goes up and provides the City with increased flexibility to design safer streets for all users. Whereas, for roadway LOS, as speed limits go down, road LOS also goes down, requiring the City to look at ways to add road capacity. Street QOS standards that promote slower speeds provide planners and engineers with greater flexibility to implement innovative street designs, such as low speed streets, shared streets, complete streets, appropriately sized travel lanes, and locating buildings and trees closer to travel lanes.

To ensure streets are designed to be safer for all users, design speeds are intended to be based on posted speed limits. This approach differs greatly from the 85th percentile speed of travel traditionally used to design road and streets based on the speeds at which 85% of drivers travel. This traditional approach prioritizes driving vehicles. The proposed QOS standards prioritize slower speeds, where more people walk and bike, and recognizes higher posted speeds are more appropriate on corridors carrying higher volumes of motor vehicles.

The QOS standards and corresponding posted speed limit for the City are proposed to vary by both geographic location and type of multimodal facility, street, and roadway **(Figure 5)**. The adoption of Street QOS standards is the first step in providing increased flexibility in street design and moving towards the goal of zero fatalities (aka Vision Zero).

FIGURE 5. STREET QUALITY OF SERVICE (QOS) STANDARD



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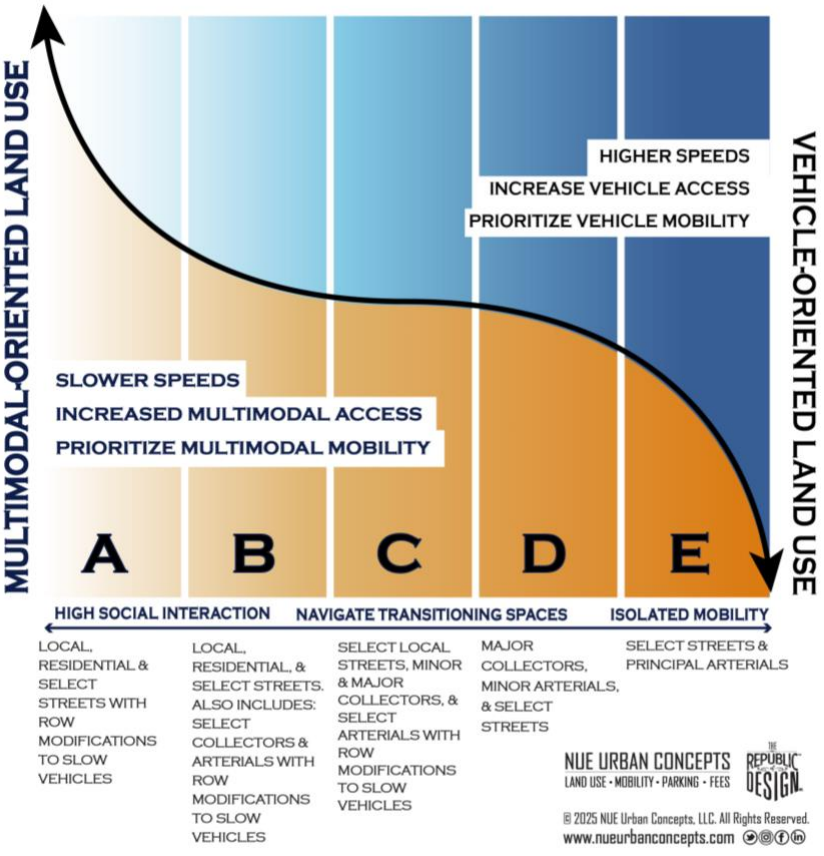
However, just because a lower speed limit is posted, does not necessarily mean drivers will reduce their speed. Reducing the speed of vehicles requires physical changes to the street right-of-way that result in people driving slower and people feeling more comfortable bicycling and walking. Changes in speed limits and resulting changes in street QOS standards would be phased in over time as part of: (1) designing new mobility projects; (2) reimagining and repurposing existing right-of-way to emphasize the safe movement of people, rather than the quick movement of cars (aka road diets, lane narrowing, shared streets); and (3) as part of neighborhood traffic calming projects to improve safety and potentially reduced cut through traffic.

The lower the design speed, the greater the emphasis on the safe movement of people, whether they are walking, bicycling, or driving. Establishing street QOS standards based on posted speed limits more accurately reflects: (1) the intended purpose of a street; (2) the desired level of people walking and bicycling; and (3) the type of access to adjacent land uses. As the speed decreases, accessibility to adjacent land uses by people walking and bicycling increases. As the speed limit increases, access to adjacent land uses becomes more restrictive, due to a greater emphasis on the movement of vehicles and access via driving, rather than walking and bicycling **(Figure 6)**.

FIGURE 6. SPEED, ACCESSIBILITY & MOBILITY

A Street QOS standard of "A" prioritizes slower vehicle speeds, accessibility, and mobility for people. These streets not only help people reach their destinations; they can be destinations in and of themselves that offer a high level of social interaction. On the other end of the spectrum, Street QOS "E" standards prioritize higher vehicle speeds between destinations. The City has the ability to modify speed limits on City streets. Adjustment of speed limits on County and State Roads would require their approval.



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As the City continues to transition its transportation system from one that prioritizes moving cars towards a multimodal system that emphasizes moving people, there may need to be an update of standards to guide the retrofit of existing streets and the design of future streets serving new development. Proposed Curbless Shared Streets and Walking and Streetscape Enhancements would be the ideal streets to implement higher Streets QOS Standards. The proposed multimodal QOS standards, which are based on multimodal facilities rather than performance measures, are used to establish multimodal capacities for the mobility fee calculations. The proposed multimodal QOS standards can also be used for: (1) performance measures; (2) mobility planning; (3) design standards; and (4) prioritizing multimodal projects.

The proposed multimodal QOS standards for people bicycling and walking on off-street sidewalks, paths, and trails are based on: (1) the width of the facility (i.e., bike lane, path, sidewalk); (2) the type of physical separation between multimodal facilities and travel lanes for cars, SUVs, and other motor vehicles; and (3) the posted speed limit. The following are multimodal QOS standards for people bicycling and walking on off-street multimodal facilities: **(Figure 7):**

Figure 7. Bicycling and Walking Quality of Service (QOS) Standards

MOVING TOWARDS VISION ZERO

CITY OF BOYNTON BEACH

OFF-STEERT MULTIMODAL QUALITY OF SERVICE (QOS) FOR BICYCLING & WALKING

FACILITY TYPE	ROW FEATURES (SEE NOTES FOR ROW WITH MULTIPLE FEATURES)				
OFF-STREET STANDARD	LIMITED SEPARATION	LANDSCAPE STREET TREES	ON-STREET PARKING OR PHYSICAL BARRIER	LANDSCAPE BUFFER	SPEED LIMIT 25 MPH OR LESS
BOARDWALK, SHARED-USE PATH, SIDEWALK, TRAIL (10' OR WIDER)	B	A	A	A	A
PATHWAY (8' TO 9' WIDE)	C	B	B	B	B
SIDEWALK (6' TO 7' WIDE)	D	C	C	C	C
SIDEWALK (4' TO 5' WIDE)	E	D	D	D	D

SOURCE: QOS STANDARDS ESTABLISHED BY NUE URBAN CONCEPTS, LLC
INTENT: MOBIITY PLANNING AND MEASURE PERFORMANCE OF MULTIMODAL PROJECTS OVER TIME.

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NOTES: THE PRESENCE OF TWO ROW ELEMENTS, EXCEPT FOR LIMITED SEPERATION, SUCH AS ON-STREET PARKING AND STREET TREES WOULD RESULT IN AN INCREASE IN ONE ADDITIONAL LETTER GRADE. FOR EXAMPLE, A TEN (10) FOOT WIDE PATH WITH STREET TREES AND ON-STREET PARKING WOULD RESULT IN A QOS OF "A". THE PRESENCE OF THREE OR MORE ROW ELEMENTS, EXCEPT FOR LIMITED SEPARATION, SUCH AS A FIVE (5) FOOT SIDEWALK, WITH A LANDSCAPE BUFFER AND A POSTED SPEED LIMIT OF 25 MPH WOULD RESULT IN A QOS OF "C", OR AN INCREASE OF TWO LETTER GRADES. PHYSICAL BARRIER INCLUDES ANY TYPE OF PERMANENT, PHYSICAL VERTICAL SEPARATION. GRASS BUFFER MUST BE AT LEAST FIVE (5) FEET IN WIDTH BETWEEN VEHICLE TRAVEL LANES AND THE FACILITY. LANDSCAPE INCLUDES VERTICAL LANDSCAPE ELEMENTS THAT WOULD PROVIDE A DEGREE OF PROTECTION FOR MULTIMODAL USERS.

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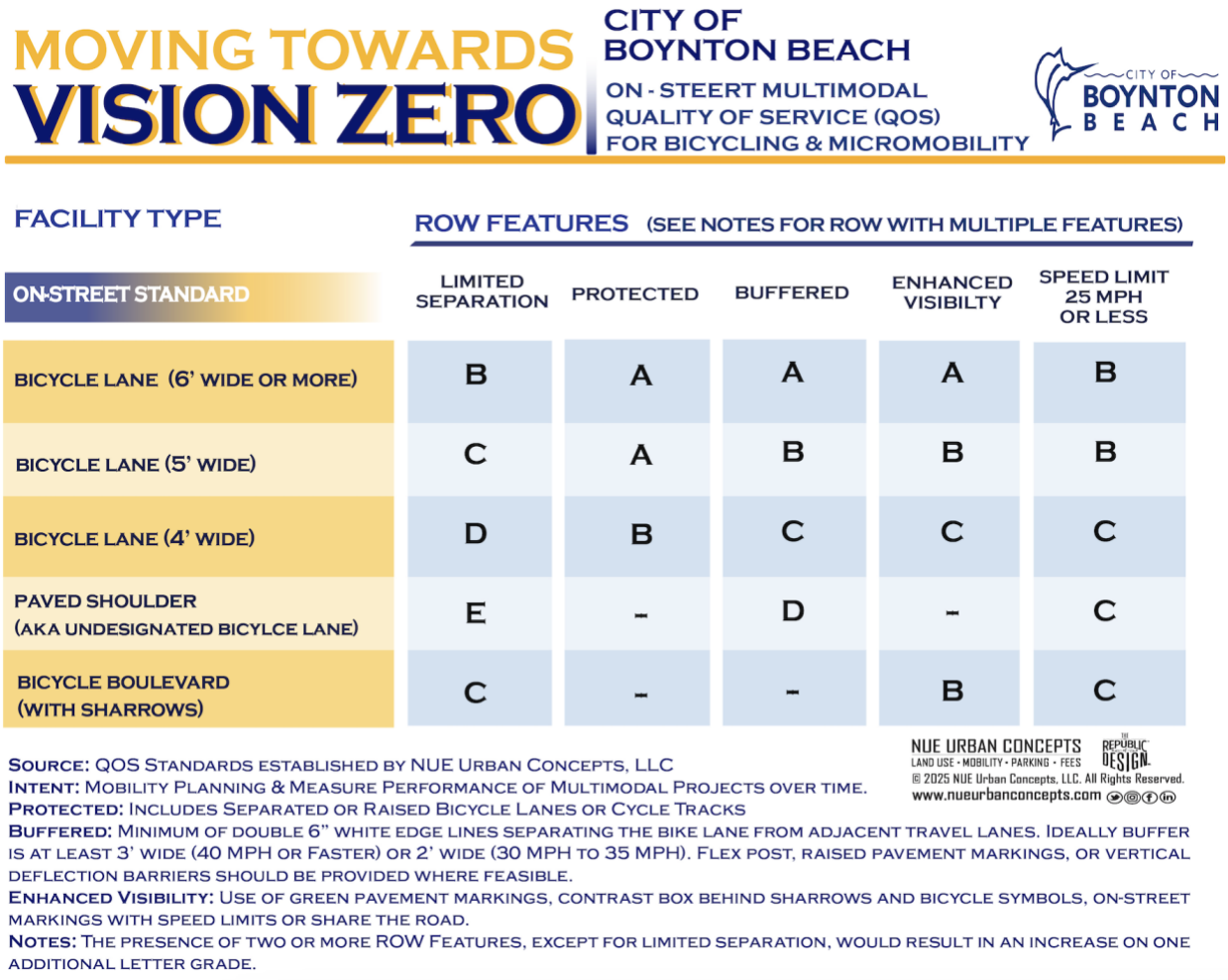
The multimodal QOS standards for on-street bike lanes or cycle tracks that accommodate travel demand for people skating, riding a bicycle, scooter, skateboard, or micromobility device are based on the width of the facility, the level of physical separation from motor vehicle travel lanes, the visibility of the facility, and the posted speed limit. The proposed multimodal QOS standards for people bicycling and riding micromobility devices are intended for on-street facilities. These modes, specifically bicycles, may also make use of sidewalks, shared-use paths, and multi-use trails if permitted by the City **(Figure 8)**.

FIGURE 8. BICYCLING & MICROMOBILITY QUALITY OF SERVICE (QOS) STANDARDS



FACILITY TYPE / ON-STREET STANDARD	ROW FEATURES (SEE NOTES FOR ROW WITH MULTIPLE FEATURES)				
	LIMITED SEPARATION	PROTECTED	BUFFERED	ENHANCED VISIBILTY	SPEED LIMIT 25 MPH OR LESS
BICYCLE LANE (6' WIDE OR MORE)	B	A	A	A	B
BICYCLE LANE (5' WIDE)	C	A	B	B	B
BICYCLE LANE (4' WIDE)	D	B	C	C	C
PAVED SHOULDER (AKA UNDESIGNATED BICYLCE LANE)	E	-	D	-	C
BICYCLE BOULEVARD (WITH SHARROWS)	C	-	-	B	C

SOURCE: QOS STANDARDS ESTABLISHED BY NUE URBAN CONCEPTS, LLC
INTENT: MOBILITY PLANNING & MEASURE PERFORMANCE OF MULTIMODAL PROJECTS OVER TIME.
PROTECTED: INCLUDES SEPARATED OR RAISED BICYCLE LANES OR CYCLE TRACKS
BUFFERED: MINIMUM OF DOUBLE 6" WHITE EDGE LINES SEPARATING THE BIKE LANE FROM ADJACENT TRAVEL LANES. IDEALLY BUFFER IS AT LEAST 3' WIDE (40 MPH OR FASTER) OR 2' WIDE (30 MPH TO 35 MPH). FLEX POST, RAISED PAVEMENT MARKINGS, OR VERTICAL DEFLECTION BARRIERS SHOULD BE PROVIDED WHERE FEASIBLE.
ENHANCED VISIBILITY: USE OF GREEN PAVEMENT MARKINGS, CONTRAST BOX BEHIND SHARROWS AND BICYCLE SYMBOLS, ON-STREET MARKINGS WITH SPEED LIMITS OR SHARE THE ROAD.
NOTES: THE PRESENCE OF TWO OR MORE ROW FEATURES, EXCEPT FOR LIMITED SEPARATION, WOULD RESULT IN AN INCREASE ON ONE ADDITIONAL LETTER GRADE.

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The multimodal transit QOS standards are only for corridors with existing or future transit service. It should be recognized that the City has little say in the headways provided by future express bus or bus service. The City does have greater ability to pursue higher QOS standards for microtransit and trolley circulators. The following multimodal QOS standards are for future transit based on the frequency of service and the type of transit service provided **(Figure 9)**.

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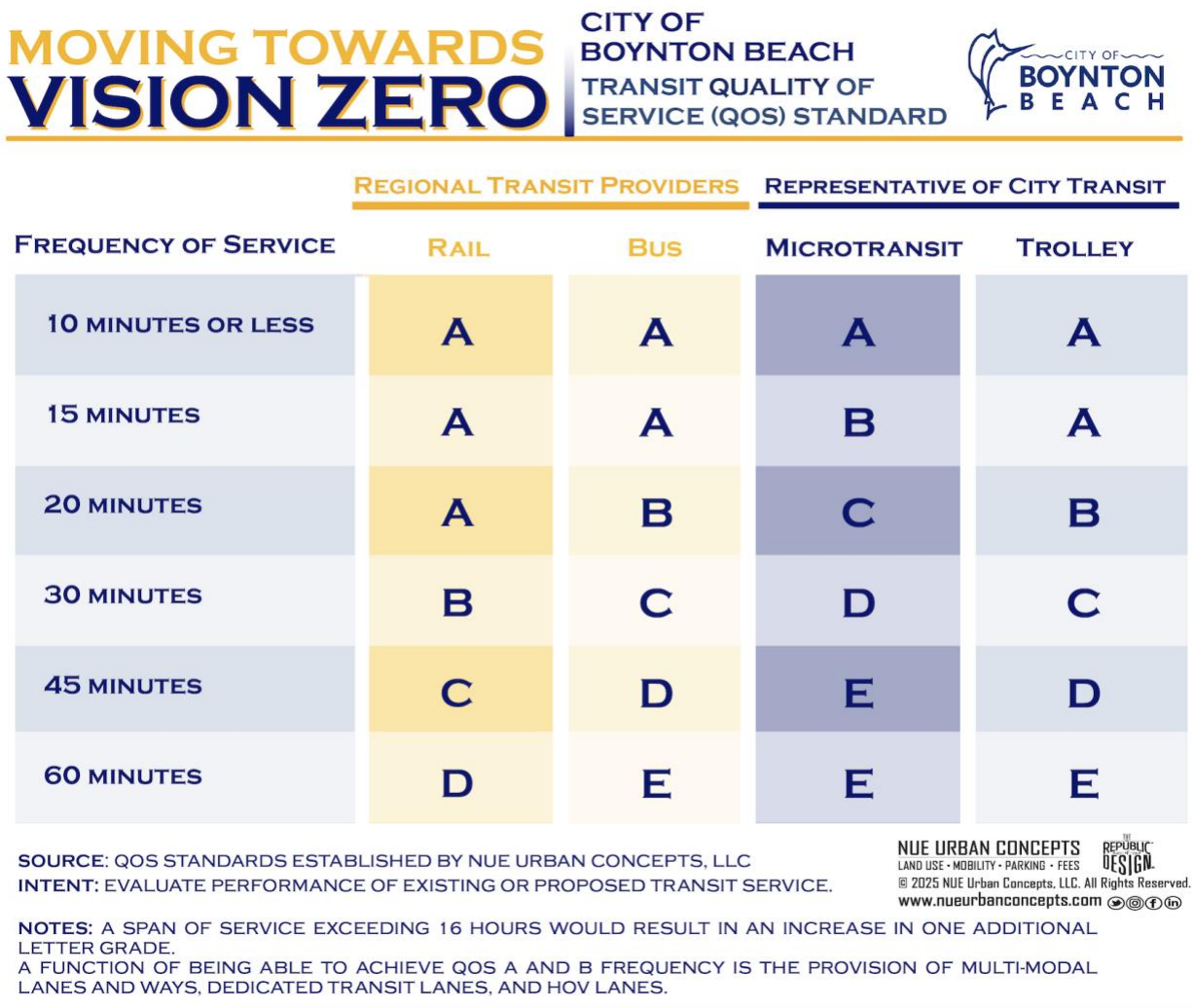
FIGURE 9. TRANSIT QUALITY OF SERVICE (QOS) STANDARDS



The City's currently adopted roadway LOS standards are primarily intended to implement transportation concurrency and identify the need for additional road capacity on a segment-by-segment basis. It is also recommended that the City consider proposed multimodal QOS standards for Complete Streets, walking, bicycling, micromobility, and transit.

These multimodal QOS standards promote creating a safe and efficient multimodal system to encourage walking, biking, and transit use. The proposed multimodal QOS standards will allow for effective mobility planning, measuring mobility plan performance over time, developing Complete Street design standards for new and retrofitted streets, and developing mobility criteria to be met by new development.

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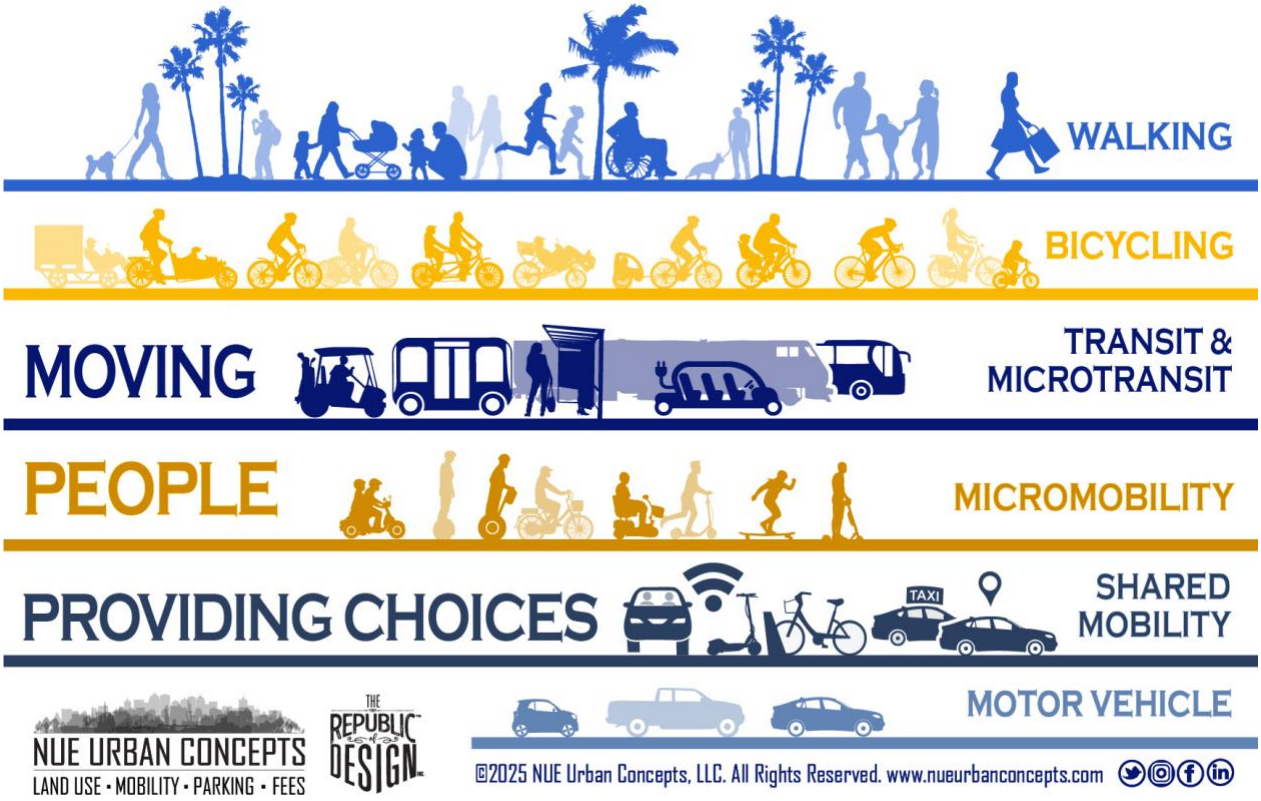
UPDATE MOBILITY PLAN PROJECTS

The updated mobility plan projects serve as the basis to develop the City's mobility fee. The updated mobility plan projects provide a foundation for Boynton Beach to proactively prioritize projects to meet the growth, travel, and mobility needs of the community in a manner that is coordinated with the Future Land Use Element in the City's Comprehensive Plan. The updated mobility plan projects support the City's ongoing initiatives to transition its transportation system from primarily moving vehicles, towards a multimodal system focused on safely moving people, whether they choose to walk, bicycle, ride transit, or continue to drive their vehicles **(Figure 10)**.

Figure 10. Moving People, Providing Choices



Updated Mobility Plan Projects (aka Mobility Projects) consist of improvements to curbless, low speed, and wider streets, shared-use paths, sidewalks, bike lanes, boardwalks, transit circulators, water taxi service, mobility hubs, and mobility programs, services, and studies. The updated Mobility Plan Projects were established based on the multimodal elements necessary to transition from a transportation system focused on moving cars, towards a safe, comfortable, and convenient multimodal system focused on moving people **(Figure 11)**.

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Figure 11. Multimodal Elements



MOBILITY: THE ABILITY TO MOVE PEOPLE BETWEEN THEIR STARTING PLACE (ORIGIN) TO THEIR DESTINATION BY MULTIPLE WAYS (MODES, SUCH AS WALK, BIKE, TRANSIT, VEHICLE) OF TRAVEL IN A TIMELY (SPEED) AND EFFICIENT MANNER.



EQUITY: THE ABILITY TO ACCESS RELEVANT ACTIVITIES SUCH AS EMPLOYMENT, EDUCATION, ENTERTAINMENT, HEALTH CARE, PERSONAL SERVICES, RECREATION, AND RETAIL OPPORTUNITIES BY PEOPLE OF ALL AGES, ABILITIES, RACE, AND SOCIOECONOMIC STRATA WITHOUT UNDUE AND UNJUST BURDEN. PEOPLE HAVE A FUNDAMENTAL RIGHT TO MOVE AROUND EASILY, SAFELY, AND CONVENIENTLY.



ACCESSIBILITY: THE EASE AT WHICH PEOPLE OF ALL ABILITIES AND AGES REACH, ENTER, AND USE MODES OF TRAVEL AT THE ORIGIN AND DESTINATION OF THEIR TRIP. PROVIDING AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANT CURB ACCESS RAMPS AT ORIGINS, DESTINATIONS, INTERSECTIONS, DRIVEWAYS, AND MID-BLOCK CROSSINGS IS IMPERATIVE TO REMOVING IMPEDIMENTS TO ACCESS.



CONNECTIVITY: THE NUMBER OF ROUTE OPTIONS PEOPLE HAVE AVAILABLE TO THEM AND THE DIRECTNESS AND/OR DISTANCE OF THOSE ROUTES. INNOVATIVE APPROACHES TO ENHANCE CONNECTIVITY, SUCH AS LOW SPEED OR SHARED STREETS, PATHS AND TRAILS IMPROVE MOBILITY AND ACCESSIBILITY.



VISIBILITY: THE FREQUENCY AT WHICH THOSE DRIVING A VEHICLE SEE PEOPLE WALKING, BICYCLING, SCOOTING, AND ACCESSING TRANSIT. MORE PEOPLE WALKING AND BIKING EQUATES TO GREATER AWARENESS THAT PEOPLE WALK AND BICYCLE (AKA SAFETY IN NUMBERS.



CONTINUITY: THE PROVISION OF UNINTERRUPTED SIDEWALKS, PATHS, TRAILS, AND BIKE LANES IN WIDTH AND CONDITION WITH LOGICAL BEGINNING AND ENDPOINTS. ROADS DO NOT SUDDENLY END OR CHANGE WIDTH WITHOUT WARNING: NEITHER SHOULD SIDEWALKS OR BIKE LANES.



SAFETY: PHYSICAL DESIGN ELEMENTS OF THE BUILT ENVIRONMENT THAT MAKE THE MULTIMODAL TRANSPORTATION SYSTEM COMFORTABLE AND PLEASANT FOR ALL AGES AND ABILITIES.



COMFORT: THE SUM OF ALL THE MULTIMODAL ELEMENTS, PLUS THE OVERALL QUALITY OF THE BUILT ENVIRONMENT PROVIDED FOR THE VARIOUS MOBILITY MODES THAT ALLOW FOR COMFORTABLE TRAVEL, TRIP SATISFACTION, IMPROVED TRAVEL CHOICES, AND MINIMIZES TRAVEL TIME AND DISTANCETO USE NON-VEHICULAR MODES.



SOCIAL VALUE: THE PEOPLE-TO-PEOPLE CONNECTIONS ONE EXPERIENCES IN A SHARED SPACE ENVIRONMENT, WHETHER BIKING, WALKING, OR RIDING TRANSIT. THE SOCIAL VALUE OF THESE INTERACTIONS CAN ENHANCE THE QUALITY OF LIFE IN THE COMMUNITY THROUGH ACTIVE ENGAGEMENTS.

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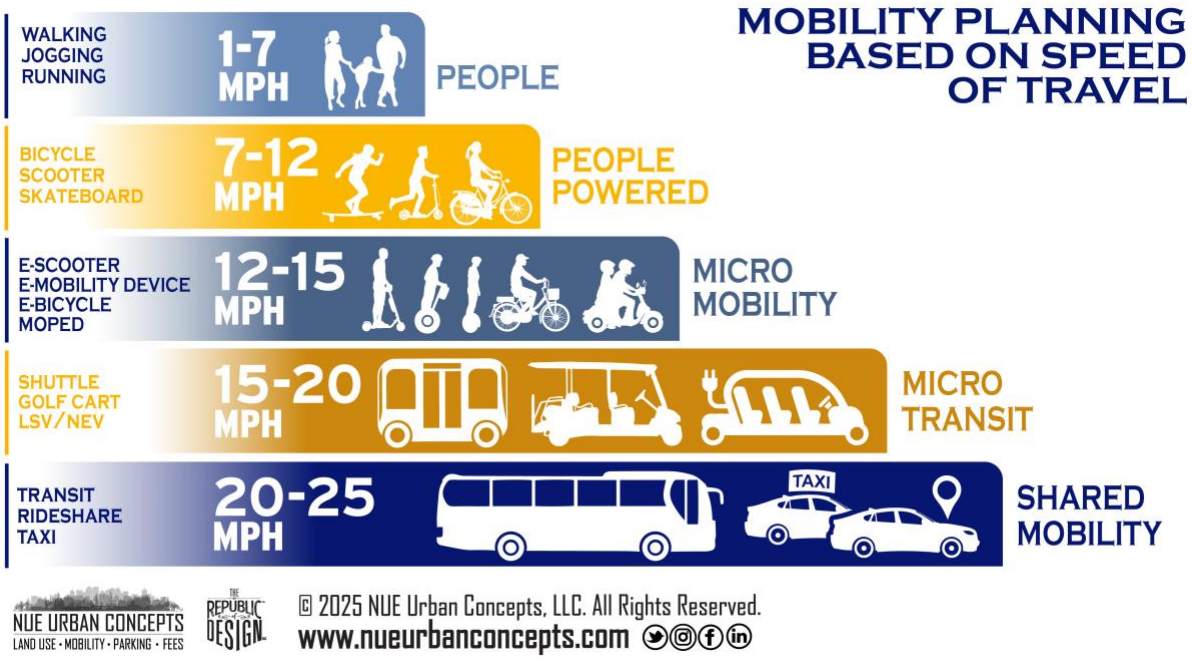
To facilitate the transition from a transportation system focused on moving cars towards a multimodal system focused on the movement of people, it's important to understand that the speed of travel varies greatly whether a person is walking, bicycling, scooting, riding transit or driving. As micromobility (e.g., electric bikes and electric scooters), microtransit (e.g., golf carts, neighborhood electric vehicles, and autonomous transit shuttles), and shared mobility (e.g., ride-share and car-share) devices, services, and programs expand, there will be a need to reimagine and repurpose road and street rights-of-way and travel lanes to accommodate different speeds of travel. The speed of multimodal travel generally falls within five tiers, each of which requires appropriate mobility projects, to accommodate the desired speed of travel **(Figure 12)**.

Figure 12. Speed of Travel



The updated mobility plan projects consist of three (3) separate plans for: (1) Streets; (2) Multimodal Corridors; and (3) Transit. The Streets Plan includes projects for walking & streetscape enhancement, curbless shared streets, and complete street roadway widening. The Multimodal Corridors Plan include bike lanes, boardwalks, shared-use paths, sidewalks, and multimodal corridor evaluations crossing I-95. The Transit Plan includes transit circulators, mobility hubs, water taxi docks, and parking facilities. The Mobility Plan also includes the following Programs: (1) Low Speed Streets Pilot Program; (2) Micromobility and Low Speed Electric Vehicle Program; (3) Vision Zero Action Plan; (4) Wayfinding Program; (5) ADA Curb Ramp Retrofit Program; (6) Mobility Access Program; (7) Multimodal Plans, Programs, Services & Studies; and (8) Mobility Plan & Fee Implementation Program.

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STREETS PLAN

The Streets Plan emphasizes improving accessibility, connectivity, and mobility within Boynton Beach. The Streets Plan consist of the following types of projects: (1) Walking & Streetscape Enhancement; (2) Curbless Shared Streets; and (3) Complete Street Roadway Widening **(Map D)**. The detail for the Streets Plan includes the limits, length and description for each project, along with the associated planning level cost, person miles of capacity, reasonably anticipated sources of funding, and a projected timeframe **(Appendix F).**

Walking & Streetscape Enhancement

Updated mobility plan projects for Walking & Streetscape Enhancement are proposed to be designed prioritize walking with lower speeds, safer crossings, and in longer blocks and key destinations providing mid-block crossings with appropriate traffic calming and streetscape measures. Walking & Streetscape Enhancement projects could be provided through the construction of wider sidewalks and streetscape improvements as part of resurfacing or new road, intersection, or safety improvements. The City may desire to update standards in its Land Development Regulations to require new development to be setback from the adjacent street right-of-way at a distance that will accommodate wider sidewalks, along with room for on-street parking, streetscape features such as shade-trees and seating areas. The City may also consider offering new development mobility fee credits or reimbursements through the construction of off-site sidewalk and streetscape improvements that are beyond the limits or boundaries of the development that help to create an environment that is welcoming to people walking and accessing transit.

Curbless Shared Streets

Curbless Shared Streets are a relatively new concept in the U.S. The recent reconstruction of portions of Clematis Street and Rosemary Avenue within Downtown West Palm Beach are both examples of Curbless Shared Streets. These Streets prioritize creating a walkable environment where vehicles drive slow enough to allow for people to safely bicycle and access transit circulators within shared travel lanes. East Ocean Avenue between US 1 and Seacrest is an ideal initial corridor for conversion to a Curbless Shared Street within Downtown.

Complete Street Roadway Widenings

The Streets Plan does include proposed widenings of portions of SE/SW 23rd Avenue, Miner Road, and SW 8th Street to construct either center turn lanes or raised landscape medians, along with enhanced multimodal improvements for people walking and bicycling. The Streets Plan also includes the widening of High Ridge Road to four (4) lanes between Gateway Blvd and Miner Road, along with enhanced multimodal improvements for people walking and bicycling.

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MULTIMODAL CORRIDORS PLAN

The Multimodal Corridors Plan establishes Principal, Major, and Minor Multimodal Corridors to safely connect residents with schools, parks, and major destinations **(Map E)**. The Multimodal Corridors Plan also includes boardwalks along portions of the intracoastal waterway and two (2) potential multimodal crossings of Interstate 95. The detail for the Multimodal Corridors Plan includes major destinations connected by the corridors, the starting and ending points, the length, and description for each corridor, along with the associated planning level cost, person miles of capacity, reasonably anticipated sources of funding, and a projected timeframe **(Appendix G1).** Multimodal Corridor connections to Public Schools will require further coordination with the Palm Beach County School Board. The majority of connections to schools are intended for school use only.

The Multimodal Corridors are comprised of bike lanes, shared-use paths, sidewalks, street lighting, and high visibility crosswalks, along with hardscape and landscape enhancements. Each Multimodal Corridor is comprised of multiple smaller improvements to City streets, with some improvements on County and State Roads. These improvements are intended to be flexible in terms of the types of multimodal improvements to be made and also identify gaps in the sidewalk network. There are a greater number of City streets with proposed improvements east of Interstate 95 due to the existing gridded roadway network, especially north of Woolbright Road **(Appendix G2)**. There are a number of City streets that also make up the multimodal corridors west of Interstate 95; however, the segments tend to be longer without as much variation block to block **(Appendix G3)**.

Principal Multimodal Corridors

There are two (2) Principal Multimodal Corridors, one east of I-95 and one west of I-95, that have been established to provide for a continuous, safe, and visible multimodal route for people walking and bicycling that runs from the northern limits to the southern limits of the Mobility Study Area. The Principal Multimodal Corridor east of Interstate 95 is intended to provide a higher quality alternative to Seacrest Blvd for people walking and bicycling. The Principal Multimodal Corridor west of Interstate 95 is intended to provide a higher quality alternative to Congress Avenue for people walking and bicycling, along with providing access to the existing TRI-Rail Station.

The concept behind Principal Multimodal Corridors is similar to principal arterial roads. Principal Multimodal Corridors are the foundation for the multimodal transportation system, just as principal arterial roads are the foundation for the motor vehicle transportation system. Principal Multimodal Corridors are connected to residents, schools, parks, and major destinations, through connections with Major and Minor Multimodal Corridors. The Principal Multimodal Corridors provide for an organizing element from which to develop the multimodal network, as opposed to taking a piecemeal approach to providing multimodal improvements.

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Major Multimodal Corridors

The concept behind Major Multimodal Corridors is similar to major arterial or collector roads. Major Multimodal Corridors feed into the Principal Multimodal Corridors, just as major arterial and collector roads feed into principal arterials for the motor vehicle transportation system. Major Multimodal Corridors connect residents with schools, parks, and major destinations with the Principal Multimodal Corridors. There are a total of six (6) Major Multimodal Corridors.

The first is a Major Multimodal Corridor east of I-95 that connects the Principal Multimodal Corridor to Downtown, the future FEC Rail Station, and the Woolbright Mobility District. The second is a Major Multimodal Corridor west of I-95 that connects the TRI-Rail Station with Boynton High School, Renaissance Commons, the Boynton Beach Mall, and Congress Middle School.

The third is a Major Multimodal Corridor that runs along US 1 (Federal Highway) that will connect several proposed water taxi stops within parks along the intracoastal with Downtown and the Woolbright Mobility District. The fourth is a Major Multimodal Corridor that connects US 1, the Principal and Major Multimodal Corridors East, Galaxy Elementary, Galaxy Park, and Barton Memorial Park. The fifth and sixth Major Multimodal Corridors are along Gateway Blvd and Boynton Beach Blvd to provide east-west connectivity.

Minor Multimodal Corridors

The concept behind Minor Multimodal Corridors is similar to minor arterial or collector roads. Minor Multimodal Corridors feed into the Principal and Major Multimodal Corridors, just as minor arterial and collector roads feed into major and principal arterials for the motor vehicle transportation system. Minor Multimodal Corridor tend to provide connectivity between residents and a specific school, park, or major destination. These tend to be shorter overall routes, but are a key component to providing a convenient, safe, and visible multimodal network.

Boardwalks

The Multimodal Corridors Plan identifies several boardwalks project along the intracoastal. The boardwalk projects are intended to fill in gaps between existing publicly accessible boardwalks and docks. These boardwalks would either be freestanding wooden structures or provided in conjunction with docks or seawalls. The boardwalks will provide enhanced connectivity to existing City parks and may serve as docks or stops for future water taxi services. Future updates of the Mobility Plan may include connections to other boardwalks, to the extent there is permission and easements granted by private property owners to allow access to the public or there are future developments that provide publicly accessible boardwalks, or seawalls have to be constructed either within public lands or with assistance by a governmental entity that requires public access.

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Multimodal Crossing Evaluations

The Major Multimodal Corridors along Boynton Beach Blvd and Gateway Blvd both require crossing Interstate 95 utilizing busy interchanges. Although multimodal improvements are planned in conjunction with major interchange reconstruction projects, the high traffic volume and numerous on-ramps and off-ramps, make both corridors less suitable for people walking and bicycling.

The Multimodal Corridors Plan includes two (2) proposed multimodal crossings of Interstate 95 and the TRI-Rail tracks west of I-95. The first corridor would be a multimodal bridge for people walking and bicycling that would connect Ocean Avenue and Ocean Drive, both of which were previously interconnected prior to the construction of Interstate 95.

The second corridor would ideally be an underpass along the Boynton Canal below I-95 and the TRI-Rail tracks for people walking and bicycling that would open up access to the TRI-Rail Station via High Ridge Road and access to Renaissance Commons and the Boynton Beach Mall via the Major Multimodal Corridor West.

Both corridors are longer term visions to enhance multimodal connectivity between Boynton Beach east and west of I-95, without the need for people walking and bicycling to travel along multi-lane arterials and cross major interchanges. Both corridors will require additional evaluation to determine the feasibility of the proposed improvements.

The corridor crossings would be expensive and would require funding from multiple sources. A portion of the cost for the evaluations is included in the mobility fee calculation, no cost for any property acquisition or construction activity is included in the mobility fee calculation. If feasible, the projects could be included as part of future updates to the Complete Streets Mobility Plan.

TRANSIT PLAN

The Transit Plan identifies transit circulators, mobility hubs, and a water taxi service to create multiple park once environments at major destinations within the City **(Map F)**. The Transit Plan also incorporates the existing on demand transit service located within the Community Redevelopment Agency (CRA) boundaries and funded by the CRA.

The detail for the Transit Plan includes transit circulator routes, major destinations connected by the corridors, the starting and ending points, the length, and description for each corridor, along with the associated planning level cost, person miles of capacity, reasonably anticipated sources of funding, and a projected timeframe **(Appendix H).** The transit routes are conceptual and are subject to change upon further evaluation.

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Transit Circulators

The Transit Plan identifies five (5) transit circulators connected to mobility hubs throughout the City. The transit circulators are proposed to be either 15 to 25 passenger vehicles or smaller low speed vehicles that can accommodate anywhere from three (3) to eight (8) passengers. The following are the five (5) proposed transit circulator routes (routes subject to change upon further evaluation):

(1) **Downton to Beach** is the first route and is already being provided from Downtown to Ocean Front Beach Park.

(2) **Downtown to Mall** is the second route and would connect the Downtown mobility hub to a mobility hub proposed at the Boynton Beach Mall.

(3) **Circulator East** is the third route that is proposed to primarily run along Gateway Blvd and US 1 and connect mobility hubs at the TRI-Rail Station, Downtown, and in the Woolbright Mobility District.

(4) **Circulator West** is the fourth route that is proposed to connect mobility hubs at the TRI-Rail Station, Renaissance Commons, the Mall, SW 8th Street, and the Woolbright Mobility District.

(5) **Woolbright to Hospital** is the fifth and final proposed route and would connect mobility hubs at the Woolbright Mobility District and the Bethesda Baptist Memorial Hospital. Passengers from the Hospital could then access Downtown, the Mall, or TRI-Rail riding either the Circulator East or West routes from the Woolbright Mobility District.

Mobility Hubs

Mobility hubs are locations where multiple ways (modes) to travel (e.g., walk, bike, transit) converge and feature various amenities (e.g., covered waiting areas, pick-up / drop-off lanes), that allow a person to easily switch modes of travel to reach their destination. The Transit Plan identifies ten (10) potential mobility hubs within the City, all interconnect by proposed transit circulators. The final location of mobility hubs shall be determined through further evaluation and potential partnerships with existing developments, redevelopment, and existing property owners.

The Downtown mobility hub is proposed to feature a parking structure. There is an existing parking structure at the proposed mobility hub within the Woolbright Mobility District at the NW corner of US 1 and Woolbright Road. There are several large surface parking lots at the Boynton Beach Mall and the TRI-Rail Station that could be repurposed as mobility hubs. Mobility hubs are proposed in the vicinity of US 1 and Gateway Blvd, MLK Jr. Blvd and Seacrest, Bethesda Baptist Memorial Hospital, SW 8th and Woolbright, and within the Renaissance Commons development. As part of the City's update of the Complete Streets Mobility Plan, mobility hubs will be further refined.

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Water Taxi

The Mobility Plan includes future water taxi routes and ADA accessible docks along the intracoastal that could provide additional connectivity and access to the future rail passenger service Downtown. Water taxi service at this present time would likely not be successful without either greater densities Downtown or future rail service to serve as a draw to residents along the intracoastal. The Cities of North Miami, Port St. Lucie, and St. Augustine have incorporated water taxi routes, mobility hubs, access to future rail service, and parking structures into their Mobility Plans. The Transit Plan has identified ten (10) potential water taxi stops along the intracoastal.

MOBILITY PLAN PROGRAMS

There are significant planning and design initiatives beyond the update of Mobility Plan Projects and the update of the Mobility Fee. The updated Mobility Plan Projects also recommends implementing the following Programs: (1) Low Speed Streets Pilot Program; (2) Micromobility and Low Speed Electric Vehicle Program; (3) Vision Zero Action Plan; (4) Wayfinding Program; (5) ADA Curb Ramp Retrofit Program; (6) Mobility Access Program; (7) Multimodal Plans, Programs, Services & Studies; and (8) Mobility Plan & Fee Implementation Program **(Appendix I)**.

The Low Speed Streets Pilot Program was originally incorporated into the Streets Plan with various recommendations for traffic calming. The intent of the program is to slow down vehicle traffic and prioritize the safe and efficient movement of people bicycling, walking, and accessing transit. Traffic calming is not something that is always agreeable to residents along an existing street. Rather than take a top down approach, the Pilot Program would start by collecting input from residents.

There are four (4) initial areas east of Interstate 95 that have been identified as potential locations for implementation of the Low Speed Streets Pilot Program **(Map G)**. The details of the Low Speed Streets Pilot Program require further development. The framework would include establishing criteria for residents to request traffic calming measures while encouraging them to engage with their neighbors and involve them in the process of evaluating various traffic calming options. Best practices include engaging and gaining their support in the process is a more effective approach than pre-determining the most suitable traffic calming option for a given street. Traffic calming measures that garner community support could be added to future Complete Streets Mobility Plan updates.

COMPLETE STREETS MOBILITY PLAN UPDATE

The City will be undertaking a more holistic update of its Complete Streets Mobility Plan. The updated Mobility Plan Projects maybe further refined and defined as part of the Complete Streets Mobility Plan update. The updated Complete Streets Plan will further evaluate updates of Quality of Service Standards, mobility hubs, parking, and transit circulation.

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MOBILITY FEE

The basis for the City of Boynton Beach Mobility Fee is the updated Mobility Plan Projects identified to meet future travel demand from new development, consistent with Florida Statutes 163.3180 and 163.31801. **Development** is defined as **"any new residential and non-residential construction or expansion of building(s), lanes(s), structure(s), or any changes in the use of any building(s) or structure(s) or land use that will generate additional impact on the city's public facilities."** **Impact** is defined as **"any new development that results in an increase in person travel demand above the demand generated by the existing use of property."**

The updated mobility plan projects are intended to provide the person miles of capacity needed to meet future person miles of travel demand, consistent with the **"needs"** requirement of the dual rational nexus test. The mobility fees collected from new development are to be used to fund the updated mobility plan projects that provide a mobility benefit to new development and accommodate the increase in person travel demand from that new development, consistent with the **"benefits"** requirement of the dual rational nexus test **(Figure 13)**.

Figure 13. Mobility Projects and Mobility Fee



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EXISTING CONDITIONS EVALUATION (ECE)

Florida Statute prohibits local governments from charging new development for an existing transportation deficiency (aka over capacity or backlogged roads). An existing conditions evaluation has been conducted to ensure that new development is not being charged for existing transportation deficiencies. The evaluation includes a system-wide analysis of all arterials and collectors within the Mobility Study Area **(Map C)**.

The existing conditions evaluation (ECE) is achieved by dividing the vehicle miles of travel (VMT) by the vehicle miles of capacity (VMC). The arterials and collectors within the Mobility Study Area include City, County, and State roads **(Appendix D)**. A VMT/VMC ratio greater than **1.00** indicates that there are system-wide deficiencies. The VMT/VMC ratio in 2024 is **0.44** based on the existing conditions evaluation **(Table 4A)**.

TABLE 4A. 2024 EXISTING CONDITIONS EVALUATION (ECE)

Functional Classification	Length (miles)	2024 VMT	2024 VMC	VMT to VMC Ratio
Minor Collector	12.7	81,560	248,170	0.33
Major Collector	17.2	201,700	619,660	0.33
Minor Arterial	11.1	299,810	805,440	0.37
Principal Arterial	10.4	392,530	891,070	0.44

Source: Existing conditions are based on Traffic Characteristics Data for the Mobility Study Area **(Appendix D)**. The Traffic Characteristics Data was obtained from the City, County, FDOT, and 2045 Long Range Transportation Plan for Palm Beach County. VMT is based on AADT x length of a road segment. VMC is based on the daily capacity x length of a road segment. Capacities for roads are based on the 2023 FDOT Generalized Tables based on Context Classification **(Appendix J).** Level of Service Standards are based on the City's Comprehensive Plan.

The mobility fee calculation includes an existing conditions evaluation factor (ECEf) to adjust mobility fee cost for system-wide deficiencies for arterials and collectors within the Mobility Study Area. The existing conditions evaluation factor (ECEf) is determined by dividing the vehicle miles of capacity (VMC) by the vehicle miles of travel (VMT) as illustrated in **Figure 14**.

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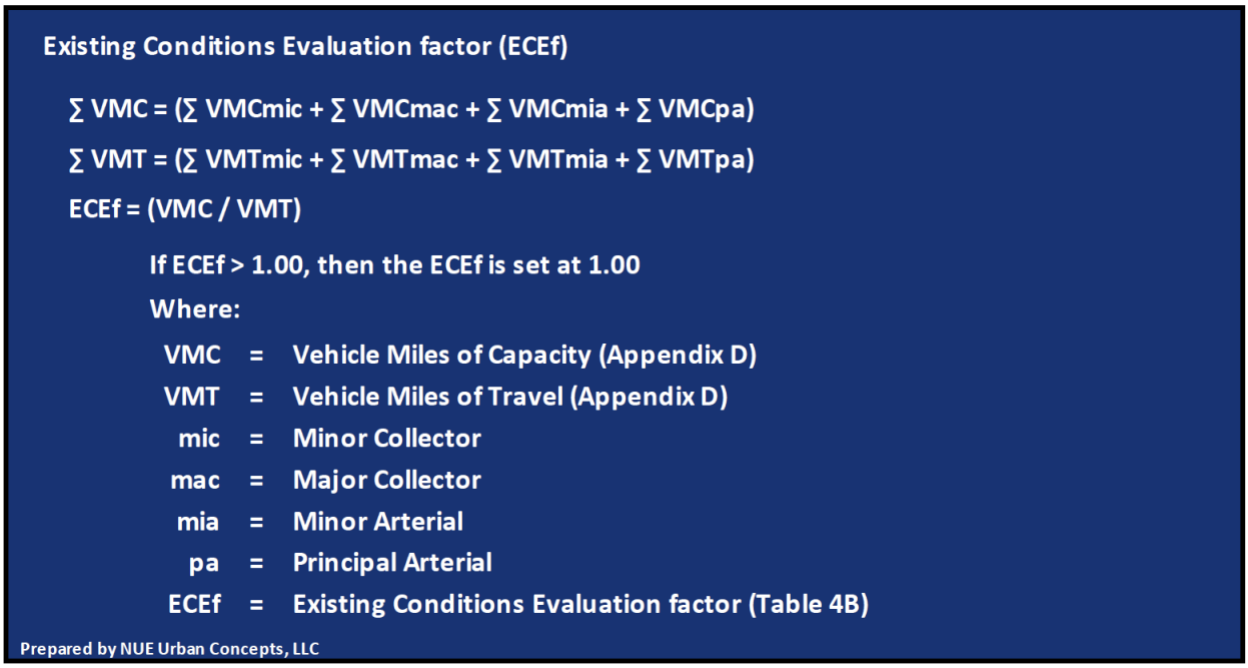
Figure 14: Existing Conditions Evaluation Factor (ECEf)



A VMC/VMT ratio greater than **1.00** indicates that the current system has adequate capacity to accommodate existing traffic. The VMC/VMT ratio is **2.63** based on the existing conditions evaluation **(Table 4B)**. Thus, development activity is not being assessed for any system-wide deficiencies. For the Mobility Fee calculation, the ECEf will be set to **1.00**.

TABLE 4B. EXISTING CONDITIONS EVALUATION FACTOR (ECEf)

Functional Classification	Length (miles)	2024 VMC	2024 VMT	VMC / VMT
Minor Collector	12.7	81,560	248,170	3.04
Major Collector	17.2	201,700	619,660	3.07
Minor Arterial	11.1	299,810	805,440	2.69
Principal Arterial	10.4	392,530	891,070	2.27
Total	51.3	975,600	2,564,340	2.63

Source: Existing conditions are based on Traffic Characteristics Data for the Mobility Study Area **(Appendix D)**.

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UPDATED MOBILITY PLAN PROJECT SUMMARY

The updated Mobility Plan Projects include detailed descriptions that serves as the basis for development of the Mobility Fee. Planning level cost (PLC) estimates have been developed for the Mobility Projects based on cost from the City, Palm Beach County, FDOT District Six, and the Palm Beach Transportation Planning Agency **(Appendix K)**. The PLC estimates are subject to change as mobility projects are further developed through design and engineering.

Multimodal capacities (MC) have been developed for each type of Mobility Project **(Appendix K)**. The establishment of these multimodal capacities have been used to calculate a person miles of capacity (PMC) for each Mobility Project. These multimodal capacities account for the capacity of sidewalks, bicycle lanes, shared-use paths, and streets.

The updated Mobility Plan Projects include existing funded projects, projects that are under construction, and projects needed to meet future travel demand needs. The planning level cost (PLC) and person miles of capacity (PMC) account for projects that are already programmed or under construction over the next 21 years. The following is a summary of the total length, and the planning level cost (PLC) and person miles of capacity (PMC) for the updated mobility plan projects **(Table 5)**.

TABLE 5. UPDATED MOBILITY PLAN PROJECTS SUMMARY

Plans & Programs	Length (Miles)	Planning Level Cost (PLC)	Person Miles of Capacity Increase (PMCi)
Streets Plan	9.71	$110,534,256	127,795
Multimodal Plan	45.44	$101,350,000	214,080
Transit Plan	33.14	$50,410,000	144,750
Mobility Plan Programs	7.0 miles & 8.0 programs	$9,675,000	16,800
Total	7.0 miles & 8.0 programs	$271,969,256	503,425

Source: Streets Plan **(Appendix F).** Multimodal Corridors Plan **(Appendix G1).** Transit Plan **(Appendix H)** Mobility Plan Programs **(Appendix I)**. The basis for the Planning Level Cost (PLC) and Person Miles of Capacity (PMC) are summarized in **Appendix K**.

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REASONABLY ANTICIPATED FUNDING

The availability of funding for the updated Mobility Plan Projects over the next 20 years is projected to come from a variety of funding sources. These sources include the City, the Community Redevelopment Authority (CRA), new development, the federal government, Palm Beach County, partnerships, the State of Florida, and various transit providers. The updated Mobility Plan Projects is the first step in a multi-step process to fund mobility within the City. Proactively collaborating with new development is a way to advance Mobility Projects by entering into partnerships to extend these projects beyond development boundaries.

Palm Beach County and Boynton Beach could allocate a portion of gas taxes and infrastructure sales tax towards updated Mobility Plan Projects. However, gas taxes have been declining locally, statewide, and nationally as vehicles have become more fuel efficient and the percentage of electric vehicles and hybrid vehicles increase. The federal government has not raised gas taxes in a number of years. The State of Florida annually adjust gas taxes on the first day of the year based on the prior year Consumer Price Index to adjust for inflation. The vast majority of gas taxes at all levels of government are largely earmarked for maintenance and operations of the existing transportation system, leaving minimal revenues available for new capacity and multimodal improvements.

There has been some discussion of a VMT tax to replace the gas tax at the federal and state level. Given the current political climate, a VMT tax is unlikely to pass anytime soon. However, as a greater number of electric vehicles and autonomous vehicles come online, there may be renewed interest in replacing the gas tax with a VMT fee in the future. The County's infrastructure sales tax, if renewed by referendum of the registered residents of Palm Beach County, provides a broader opportunity to have available funds to contribute towards updated mobility plan projects.

The Palm Beach TPA has available federal and state funding identified through the 2045 Cost Feasible Long Range Transportation Plan (LRTP). A large portion of projected funding is allocated towards improvements on the Strategic Intermodal System (SIS), with a significant amount of the funds allocated toward the Florida Turnpike and Interstate 95.

Historically, the Palm Beach TPA has a number of funding opportunities through grants and various pool of funds identified in the LRTP to allocate towards mobility plan projects. Funding for mobility projects for federal and state roads would be allocated through the most recently adopted LRTP and the five year FDOT Transportation Improvement Program (TIP).

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Palm Beach County currently collects a road impact fee within the City of Boynton Beach and unincorporated County. Palm Beach County has collected over **$10,500,0000** in road impact fees from development within Boynton Beach between 2014 and 2023 **(Appendix L1)**. Between 2004 and 2013, the City collected over **$21,500,0000** in road impact fees on behalf of Palm Beach County from development within Boynton Beach **(Appendix L2)**. Over the last 20 years, Palm Beach County has collected over **$32,000,000** from development within Boynton Beach. During that same period, based on data provided through the County's annual impact fee reports, a little over $2,000,000 has been expended in Boynton Beach. The road impact fees collected by the County from development in the City could be a funding source for Mobility Projects on County Roads.

Over the next 20 plus years, it is reasonably anticipated that roughly $93,982,756 in funding will be available to fund updated Mobility Plan Projects **(Table 6)**. More than 50% of the funding for the Streets Plan has already been programmed and is currently being expended on the walking and streetscape improvements along Boynton Beach Blvd between US 1 and I-95 **(Appendix F)**.

Roughly $10,000,000 in funding is already programmed for Multimodal Corridor improvements along NE / SE 1st Street and Boynton Beach Blvd between I-95 and Congress Ave **(Appendix G1)**. It is reasonably anticipated that over the next 20 years, an additional $20 million dollars a year or approximately $1 million dollars a year, will be obtained from a variety of funding sources to fund a portion of the updated Mobility Plan projects **(Table 6)**. It should be noted, that as of January 2025, the $20 million dollars is not currently programmed.

The Transit Plan identifies $31.5 million in funding for the Downtown mobility hub and future rail station along the FEC Railroad **(Appendix H).** Of that funding, roughly $13.5 million would be allocated from parking revenues to off-set the cost for the Downtown mobility hub parking structure **(Appendix H).** The majority of the cost for a future rail station, approximately $18 million, would be funded through county, federal, state, and private sources **(Appendix H).**

TABLE 6. REASONABLY ANTICIPATED FUNDING SUMMARY

Streets Plan	**$21,906,756**
Multimodal Corridors Plan	**$32,871,000**
Transit Plan	**$39,205,000**
Total	**$93,982,756**

Source: Streets Plan **(Appendix F).** Multimodal Corridors Plan **(Appendix G1). Transit Plan (Appendix H).** The reasonably anticipated funding for multimodal corridors includes $20 million dollars ($1 million a year, over 20 years) through various city, county, federal and state funds.

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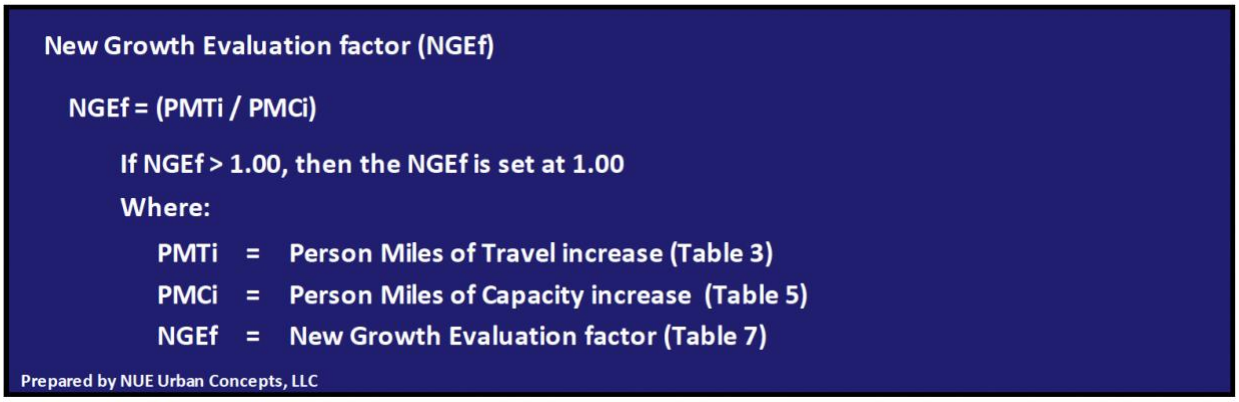
NEW GROWTH EVALUATION (NGE)

A new growth evaluation has been conducted to ensure that new development is not paying for more than its attributable share of the cost of the updated Mobility Plan Projects, as required by Florida Statute. The new growth evaluation factor (NGEf) is based on the increase in person miles of travel (PMT) and person miles of capacity (PMC) from the Mobility Projects (**Figure 15)**.

FIGURE 15. NEW GROWTH EVALUATION FACTOR (NGEf)



The new growth evaluation factor (NGEf) is **1.13 (Table 7)**. A NGEf ratio that is less than 1.00 indicates that more capacity is being planned than what is needed to meet future demand. The calculated NGEf ratio is greater than 1.00. Thus, the updated Mobility Plan Projects are not assessing new development for more person miles of capacity (PMC) than what is needed to accommodate the projected increase in person miles of travel (PMT). For purposes of the calculation of the Mobility Fee rate, the new growth evaluation factor (NGEf) is set to 1.00.

TABLE 7. NEW GROWTH EVALUATION (NGE)

Increase in Person Miles of Travel (PMTi)	**568,614**
Increase in Person Miles of Capacity (PMCi)	**503,425**
New Growth Evaluation factor (NGEf)	**1.13**

Source: The increase in person miles of travel is based on **Table 3**. The increase in person miles of capacity is based on **Table 5**. The new growth evaluation calculation is based on the formula in **Figure 15**.

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PERSON MILES OF CAPACITY RATE (PMCR)

The first component for calculating a Mobility Fee is the calculation of a person miles of capacity rate (PMCr). The attributable planning level cost (PLCa) is based on the planning level cost (PLC) for the updated Mobility Plan Projects less the reasonably anticipated funding (AF). The assignable Mobility Plan Project cost (MPCa) is calculated by multiplying the attributable planning level cost (PLCa) by the existing conditions evaluation factor (ECEf) and the new growth evaluation factor (NGEf). The assignable Mobility Plan cost (MPCa) is then divided by the increase in person miles of capacity (PMCi) to determine the person miles of capacity rate (PMCr) **(Figure 16)**.

FIGURE 16. PERSON MILES OF CAPACITY RATE (PMCr)

Person Miles of Capacity rate (PMCr)

$\sum$ PLC = ($\sum$ SPc + $\sum$ MCPc + $\sum$ TPc + $\sum$ MPPc)

$\sum$ AF = ($\sum$ SPf + $\sum$ MCPf + $\sum$ TPf)

PLCa = ($\sum$ PLC - $\sum$ AF)

MPCa = ((PLCa x ECEf) x NGEf)

PMCr = (MPCa / PMCi)

Where:

PLC = Planning Level Cost (Table 5)

SPc = Street Plan cost (Appendix F)

MCPc = Multimodal Corridor Plan cost (Appendix G1)

TPc = Transit Plan cost (Appendix H)

MPPc = Mobility Plan Program cost (Appendix I)

AF = Anticipated Funding (Table 6)

SPf = Street Plan funding (Appendix F)

MMPf = Multimodal Plan funding (Appendix G1)

TPf = Transit Plan funding (Appendix H)

PLCa = Attributable Cost of Mobility Plan Projects (Table 8)

ECEf = Existing Conditions Evaluation factor of 1.00 (Table 4B)

NGEf = New Growth Evaluation factor of 1.00 (Table 7)

MPCa = Assignable Cost of Mobility Plan Projects (Table 8)

PMCi = Person Miles of Capacity increase (Table 5)

PMCr = Person Miles of Capacity Rate (Table 8)

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The following is the calculation for the Person Miles of Capacity Rate (PMCr) illustrated in **Figure 16**:

(SPc + MCPc + TPc + MPPc) = PLC; (SPf + MCPf + TPf) = AF

(PLC - AF) = PLCa; ((PLCa x ECEf) x NGEf) = MPCa; (MPCa / PMCi) = PMCr.

($110,534,256 + $101,350,000 + $50,410,000 + $9,675,000) = PLC of $271,969,256

($21,906,756 + $32,871,500 + $39,205,000) = AF of $93,982,000

($271,969,256- $93,982,756) = $197,986,500; (($197,986,500 x 1.00) x 1.00) = $197,986,500;

($197,986,500/ 503,425) = $393.28

With an assignable Mobility Plan Cost (MPCa) of **$197,986,500** and a Person Miles of Capacity increase (PMCi) of **503,425**, the calculated Person Miles of Capacity PMC rate (PMCr) is **$393.28 (Table 8)**. The PMCr will be multiplied by the Person Travel Demand per land use on the Mobility Fee schedule to calculate the Mobility Fee rate per land use.

TABLE 8. PERSON MILES OF CAPACITY RATE (PMCr)

Planning Level Cost (PLC)	**$271,969,256**
Anticipated Funding (AF)	**$93,982,756**
Attributable Planning Level Cost (PLCa)	**$197,986,500**
Existing Conditions Evaluation Factor (ECEf)	**1.00**
New Growth Evaluation Factor (NGEf)	**1.00**
Assignable Mobility Plan Cost (MPCa)	**$197,986,500**
Increase in Person Miles of Capacity (PMCi)	**503,425**
Person Miles of Capacity Rate (PMCr)	**$393.28**

Source: Street Plan PLC and AF **(Appendix F).** Multimodal Corridor Plan PLC and AF **(Appendix G1).** Transit Plan PLC and AF **(Appendix H).** Mobility Plan Programs **(Appendix I).** The Attributable Planning Level Cost (PLCa) of mobility projects per the calculation in **Figure 16**. The Existing Conditions Evaluation factor (ECEf) is obtained from **Table 4B.** The New Growth Evaluation factor (NGEf) is obtained from **Table 7.** Per Miles of Capacity increase (PMCi) per **Table 5**. The Person Miles of Capacity Rate (PMCr) are determined per **Figure 16.**

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PERSON TRAVEL DEMAND PER USE (PTDU)

The second component for calculating a Mobility Fee for land uses in the Mobility Fee schedule is the calculation of person travel demand (PTD) for each use. The factors utilized in the calculation of person travel demand (PTD) for each use are the principal means to achieve the "rough proportionality" test established by the courts and Florida Statute 163.31801.

Trip Generation

Trip generation rates are based on daily trip information published in the *Institute of Transportation Engineers' (ITE) Trip Generation Manual, 11th edition.* The detail for the daily trip generation rates for each land use is included in **Appendix M**. For uses where daily trips are not provided or there are only a few samples, the AM and PM Peak hours of adjacent street traffic were averaged and divided by a peak-to-daily ratio to derive daily trips.

The Mobility Fee schedule requires that trip generation rates for non-residential uses be based on multiple land uses. The trip generation for Mobility Fee schedule land uses such as Community Serving, Long Term Care, and Overnight Lodging are based on weighted AM and PM trip generation data to develop the daily trip generation rates. Additional detail is provided in **Appendix M.**

The simplest way to calculate the daily trip generation rate for a use, where trip generation is based on multiple trip generation rates, would be to simply average the trip rates. The issue with a simple average is that the ITE Manual may only have one (1) or two (2) studies for a given land use and 50 studies for another use. Generally, the greater the number of studies, the more accurate the trip generation rate is for a given use. To ensure that a trip generation rate based on one (1) study does not have the same weight as a trip generation rate based on 30 studies, a weighted trip generation rate is calculated for each Land Use where daily trips are based on more than one ITE land use code.

% New Trips

The percentage of new trips is based on a combination of the various pass-by analyses provided in ITE's Trip Generation Handbook, 3rd edition and various traffic studies conducted throughout Florida. The percentage of new trips differs slightly from the commonly used pass-by trip term as it is the percentage difference in trips after pass-by trips are deducted. The concept is better understood based on the following example:

(10 trips x (100% - 30% pass-by rate)) = 7 trips or 70% new trips).

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While ITE's Trip Generation Handbook does not recognize pass-by rates for uses other than retail, pass-by rates are utilized for uses such as medical offices, day care, entertainment, and recreation use to reflect how people move about the community. A pass-by trip is a trip that is traveling and stops at another land use between an origin point (commonly a dwelling) and a destination (place of employment). The detail for the % new trips is included in **Appendix N**.

Vehicle Trip Length (VTl)

The vehicle trip length (VTl) is used to calculate the vehicle miles of travel for land uses in the mobility fee schedule. Vehicle trip lengths are based on the 2022 National Household Travel Survey (NHTS). The NHTS vehicle trip length data is based on travel surveys collected for the South Atlantic Region of the U.S., which includes Florida.

The travel surveys are from metropolitan statistical areas with a population of more than 1,000,000 people with heavy rail service, which includes Palm Beach County **(Appendix O)**. Vehicle trip lengths vary by trip purpose. Several trip purposes have been combined to more accurately reflect trip characteristics of the uses established in the Mobility Fee schedule.

The travel survey data utilized are for trips of 10.0 miles or less. The U.S. Department of Transportation has been evaluating household trip length data for all counties in the U.S. The trip length data measures population staying at home, population making trips, trips of 5 miles or less, 5 to 10 miles, and varying trip lengths greater than 10 miles. The data has been collected monthly since 2019. Within Palm Beach County, more than 65% of all household trips are 5 miles or less and 81% of all household trips are 10 miles or less **(Appendix P)**. Trips over 10 miles in length would primarily be using limited access roads such as Interstate 95.

Limited Access Evaluation Factor (LAEf)

Travel on Interstate 95, which is a limited access facility, is excluded from Mobility Fee calculations as the Interstate System is principally funded and maintained by the Federal Government in coordination with FDOT. To ensure development activity is not charged for travel on I-95, a limited access factor has been developed. Typically, the limited access factor is based on travel on the Interstate system within City limits. However, given the long distance of almost four (4) miles between the I-95 Interchanges at Woolbright Road and Atlantic Avenue (SR 806) and the relatively short distance of just over one (1) mile between the I-95 Interchanges at Hypoluxo Road and Lantana Road, additional analysis was required. Based on the volumes and length of I-95 between Lantana Road and Atlantic Avenue (SR 806), adjustments were required, otherwise all travel would be assumed to use the Interstate System. To better account for travel on I-95 within the City, the on and off ramp volumes along I-95 were evaluated **(Appendix Q).**

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The analysis of on-ramp and off-ramp volumes, based on 2023 counts from FDOT, resulted in roughly 20% of the total daily traffic counts on Interstate 95 between Lantana Road and Atlantic Avenue. The 20% accounts for on and off ramp movements, it does not fully account for travel along the entire length or for vehicles that were already on I-95 north of Lantana Road and south of Atlantic Avenue. To account for this travel, an additional 20% of the travel was assumed to be related to some portion of I-95 to and from the Mobility Study Area, consistent with the 20% of travel that could be quantified based upon on and off ramp movements.

In determining the limited access adjustment factor, data collected for arterial and collector roads is utilized to determine that share of travel within the Mobility Study Area that does not use I-95. Data is not currently available for travel on local roads within the Mobility Study Area. If more traffic counts were collected, it is likely that the share of travel on limited access facilities may be reduced.
A more detailed analyses of I-95 travel to and from Boynton Beach may result in different adjustment factors. Collection of traffic counts for more local roads and I-95 would be a very expensive undertaking and may or may not affect the limited access evaluation factor. The following is the calculation for the limited access evaluation factor (LAEf) of **0.56** to account for the roughly 44% of travel occurring on Interstate 95 in 2024 **(Table 9)**:

Limited Access VMT x Local Adjustment factor = Adjusted Limited Access VMT

Adjusted Limited Access VMT + Arterial & Collector Roads VMT = Total VMT

Arterial & Collector Roads VMT divided by Total VMT = Limited Access Evaluation factor

1,937,230 x 0.40 = 774,892; 774,892 + 975,600 = 1,750,492; (975,600 / 1,750,492) = 0.56

TABLE 9. LIMITED ACCESS EVALUATION FACTOR (LAEf)

Functional Classification	2024 VMT
Limited Access (I-95) VMT	1,937,230
Local Adjustment Factor	0.40
Adjusted Limited Access (I-95) VMT	774,892
Arterial & Collector Roads VMT	975,600
Total VMT	1,750,492
Limited Access Evaluation Factor (LAEf)	0.56

Source: The arterial, collector, and limited access VMT data was obtained from **Table 4A**. The local adjustment factor of 0.40 is based on the analysis of I-95 on and off ramp movements **(Appendix Q).** The limited access evaluation factor is calculated based on the formula provided above **Table 9**.

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Origin Destination Factor (ODf)

Trip generation rates represent trip-ends at the site of a land use. Thus, a single origin trip from home to work counts as one trip-end for the residence and from work to the residence as one trip-end, for a total of two trip ends. This distributes the impact of travel between origins and destinations of trips based on the overall share of travel by trip purpose. The application of the origin and destination factor (ODf) eliminates double charging new development for the same trip. The ODf is used in the calculation of PTDu (**Appendix N**).

Vehicle Miles of Travel (VMT)

The vehicle miles of travel are calculated based on trip generation, percent new trips, vehicle trip length, the limited access evaluation factor, and the origin and destination factor (**Figure 17**). The vehicle miles of travel (VMT) for land uses in the mobility fee schedule are then converted into person travel demand (PTD) based on the person miles of travel (PMT) factor.

Person Miles of Travel Factor (PMTf)

The person miles of travel factor (PMTf) are used to convert the vehicle miles of travel (VMT) to person travel demand (PTD) for land uses in the mobility fee schedule. The PMTf allows for the conversion of vehicle travel to person travel by accounting for people walking, bicycling, riding transit, and for vehicle occupancy. The person miles of travel factor (PMTf) are based on the are based on the 2022 National Household Travel Survey (NHTS) . The NHTS vehicle trip length data is based on travel surveys collected for the South Atlantic Region of the U.S., which includes Florida.

The travel surveys are from metropolitan statistical areas with a population of more than 1,000,000 people with heavy rail service, which includes Palm Beach County **(Appendix O)**. The person miles of travel factor (PMTf) vary by trip purpose. Several trip purposes have been combined to more accurately reflect trip characteristics of the uses established in the Mobility Fee schedule.

Person Travel Demand per Land Use (PTDu)

The result of multiplying vehicle miles of travel (VMT) by the person miles of travel factor (PMTf) is the establishment of a Person Travel Demand per land use (PTDu) **(Appendix N)**. The PTD per land use reflects projected person travel during an average weekday for the various land uses in the Mobility Fee schedule. The following is the calculation for Person Travel Demand (PTD), with an example for how PTD is calculated for a single family residential use per 1,000 sq. ft. **(Figure 17)**:

((((TG x % NT) x VTl) x LAEf) x ODf) = VMT; (VMT x PMTf) = PTDu

((((4.10 x 1.00) x 3.86) x 0.56) x 0.50) = 4.43; (4.43 x 1.61) = 7.13

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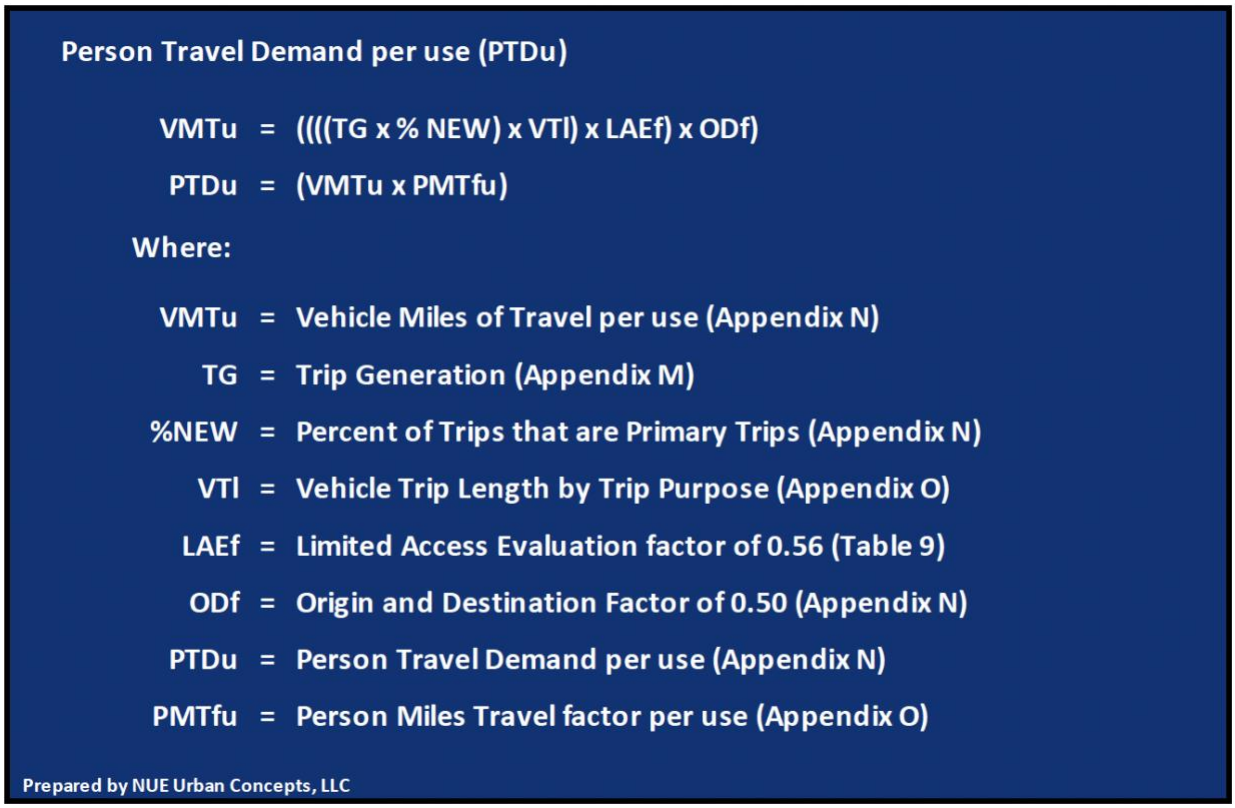
FIGURE 17. PERSON TRAVEL DEMAND PER USE (PTDu)



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MOBILITY FEE ASSESSMENT AREA

There are two kinds of geographic areas in mobility fee systems: assessment areas and benefit districts. Assessment areas are based on either a physical location, such as a downtown, or a type of development pattern, such as a traditional neighborhood development (TND).

New development within the City only pays the mobility fee rate applicable to the Assessment Area in which the new development is located. A benefit district is a geographic location within which mobility fees collected are earmarked for expenditure as required by the **"benefits"** test of the dual rational nexus test.

The establishment of different assessment areas is done in recognition that certain geographic locations or types of developments will result in shorter trips, more people walking and bicycling, and higher levels of internal capture; thus, minimizing impact to the external roadway network. Multiple assessment areas are established for mobility fees to reflect differences dues to internal capture or external distribution of trips.

The mobility fee features a single Assessment Area for the Mobility Study Area (**Map A**). Thus, all new development within the Assessment Area will pay the same mobility fee rate per the applicable land use and unit of measure. In the future, the City could elect to adopt Assessment Areas that vary either by location or mobility projects.

Should the City elect to eventually extend the mobility fee throughout the City, then an update to the mobility plan projects and mobility fee would be required to extend the mobility fee citywide. Those areas of the City outside the current Mobility Study Area may end up with a different mobility fee based on the need for future updates of the Complete Street Mobility Plan.

The Mobility Fee Ordinance will address assessment and imposition of the mobility fee on new development. The Mobility Fee Ordinance may either incorporate the Assessment Area map by reference or include the map as an exhibit to the Ordinance.

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MOBILITY FEE SCHEDULE

To ensure the rough proportionality test is addressed, the person travel demand of individual land uses is used to calculate the Mobility Fee rate per use (MFru) in the Mobility Fee Schedule **(Appendix R)**. The Mobility Fee rate is based on the person travel demand for each use (PTDu) listed on the Mobility Fee schedule multiplied by the person miles of capacity rate (PMCr).

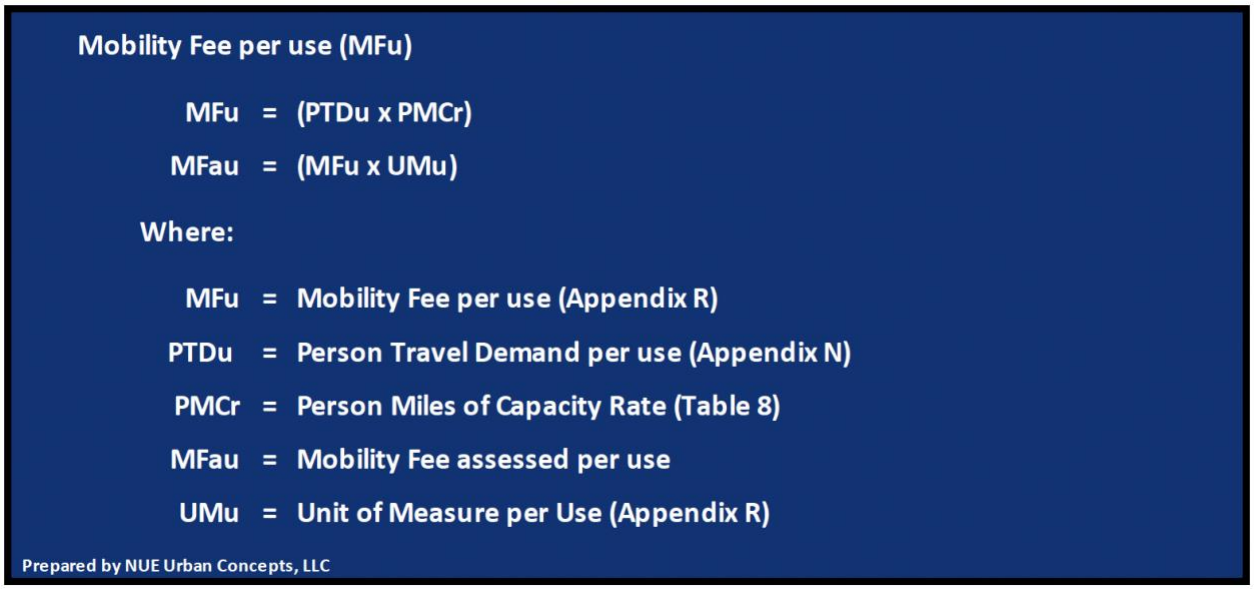
The calculated person travel demand for each use (PTDu) represents the full person travel demand impact of that land use within the Mobility Study Area **(Appendix N)**. The Mobility Fee rate per land use (MFru) has been developed to fund the updated Mobility Plan Projects needed on City, County, and State Roads to address growth in future travel demand. Payment of the Mobility Fee assessed based on land uses in the Mobility Fee schedule allows new development to equitably mitigate its impact to the City's multimodal transportation system.

The Mobility Fee schedule provides fee rates on a per 1,000 square foot or applicable unit of measure basis **(Appendix R)**. New development is assessed a Mobility Fee per use (MFau) at the time of building permit application on a per square foot basis or applicable unit of measure. The calculations for determining the Mobility Fee are illustrated in **Figure 18.** The following is an example of the mobility fee calculation for a 1,750 sq. ft. single-family residential dwelling unit of measure (UM) is per 1,000 sq. ft.:

(PTDu x PMCr) = MFru; Sq. Ft. (sf) / 1,000 = UMu; MFru x UMu = MFau

(7.13 x $393.28) = $2,806; (1,750 / 1,000) = 1.75; (1.75 x $2,806) = $4,910

FIGURE 18. MOBILITY FEE PER USE (MFu)



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The Mobility Fee schedule seeks to strike a balance between the City's Comprehensive Plan and current market trends. The uses included on the Mobility Fee schedule enable Boynton Beach to use the Mobility Fee as an additional tool to further integrate land use and transportation planning consistent with the City's Comprehensive Plan. The calculated Mobility Fee per land use is provided in **Appendix R**.

The Mobility Fee schedule of uses is broken down into five (5) components that are further described below the figure: (1) category of land uses; (2) individual land use classifications; (3) representative land uses; (4) Assessment Area; and (5) the mobility fee rates per land use. The following is an example the five (5) components of the mobility fee schedule **(Figure 19).**

FIGURE 19. MOBILITY FEE SCHEDULE COMPONENTS

Five (5) Components of a Mobility Fee Schedule	
Use Categories, Use Classifications & Representative Uses	**(4th Assessment Area)**
	Citywide
(1st Use Category) = Institutional Uses per sq. ft.	
(2nd Use Classification) = Community Serving **(3rd Representative Use) = (Assembly, Centers, Lodges, Museum, Performance Venues, Religious Institution, Studios)**	**(5th Mobility Fee Rates)**

The first (1st) component are overall categories of land uses, such as residential or office. Under each overall category there are multiple uses for which a mobility fee is calculated. The overall category is generally consistent with the function of a given land use for the individual land use classification. These overall categories are generally consistent with the City Comprehensive Plan and the ITE Trip Generation Manual. These categories headings also specify if the individual uses are calculated on a per 1,000 square feet or a different unit of measure, such as the number of rooms for overnight lodging.

The second (2nd) component are individual land use classifications, such as community serving or commercial storage. These individual land use classifications have similar person travel demand characteristics and / or similar functions to the overall land use category. These individual land use classifications are generally consistent with the ITE Trip Generation Manual classification under a given category of land uses. The individual land use classifications will specify the unit of measure to calculate the mobility fee if it differs from a rate per 1,000 square feet.

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The third (3rd) component is representative land uses under the individual land use classifications. These representative land uses are shown in brackets such as (Child Care, Day Care, Private Primary School, Pre-K) after the individual land use classification of Private Education. These representative land uses have similar person travel demand characteristics and functions to the individual land use classification.

The land uses are not exhaustive and are intended to serve as a guide to describe the types of use that would be assessed a mobility fee based on the rate for the individual land use classification. The definition of each individual land use classification provides further detail on the types of representative land uses that would fall under an individual land use classification. These representative land uses are generally consistent with the ITE Trip Generation Manual classification under a given category of land uses and individual land use classifications.

The fourth (4th) component is the Assessment Area. The mobility fee schedule includes a single citywide assessment area. In the future, the City could consider additional assessment areas.

The fifth (5th) component is the Mobility Fee rates per land use classification. The Mobility Fee rates are illustrated for each land use. The Mobility Fee for an individual land use is determined by multiplying the mobility fee rate by the applicable unit of measure.

Residential Land Uses

The Mobility Fee schedule includes a streamlined approach to residential mobility fees that is easy to administer and addresses affordability. The schedule includes a flat residential Mobility Fee rate per square foot for single-family residential uses and multi-family residential uses.

The Mobility Fee is calculated so that a 600 sq. ft. tiny home pays for 600 sq. ft., a 1,600 sq. ft. townhome pays for 1,600 sq. ft., and a 2,000 sq. ft. single-family detached dwelling pays for 2,000 sq. ft. There is a direct correlation between the square footage of a single-family dwelling unit and the Mobility Fee to be paid.

The Mobility Fee for multi-family uses is calculated based on the square footage of the entire building. For a tri-plex or quadraplex, the square footage would primarily be the dwelling units. For apartments and condos, shared common areas such as a lobby or fitness center are included in the square footage of the building. Parking garages or parking structures are not included in the square footage.

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The calculation of Mobility Fees per sq. ft. fee is consistent with how the building industry prices permits and is a tool available to the City to address affordability. The assessment of a mobility fee on a per square foot basis for residential uses reflects that as the size of a residential dwelling unit increases, there is a corresponding increase in the number of bedrooms specific to Boynton Beach based on parcel data from the Palm Beach County Property Appraiser **(Appendix S)**.

An analysis of data from the American Community Survey for Boynton Beach illustrates that there is a strong correlation between the number of bedrooms and the number of vehicles per household; this applies equally to owner occupied units and rental units **(Appendix T).** Data from the 2022 National Household Survey illustrates that as the number of vehicles increases, so does household size and vehicle miles of travel per household **(Appendix U).** Thus, similar to the trip generation rates for non-residential land uses, as the size of a dwelling unit increases, so does the number of associated vehicle trips.

Affordable or Workforce Housing

The Mobility Fee schedule does not feature a calculated Mobility Fee rate for affordable or workforce housing. The City of Boynton Beach per Florida Statute Section 163.31801 (11) could elect to waive mobility fees for affordable housing consistent with the requirements of Florida Statute Section 420.9071.

Institutional Uses

The Mobility Fee schedule features three institutional use classifications: (1) community serving; (2) group homes; and (3) private education. Community serving uses include civic uses, museums, performing arts venues, and places of assembly, such as clubs, lodges, and places of worship. Long term care uses include assisted living facilities, congregate care facilities, and nursing homes. Private education uses include day cares, private schools, and Pre-K. Public and charter schools are exempt from mobility fees and impact fees per Florida Statute.

Commercial Recreational Uses

The Mobility Fee schedule includes three commercial recreational use classifications: (1) marina; (2) entertainment, outdoor and; and (3) entertainment, indoor. A marina may include wet berths and dry slips, as well as ancillary maintenance, repair and fueling facilities, and small retail operations. Recreation, retail, and restaurant uses that are accessible and open to the public (i.e., they are not storing a boat) would pay a mobility fee per the applicable rate and unit of measure. Outdoor recreation and entertainment uses consist of uses such as golf courses, tennis courts, and multipurpose recreation facilities, and the mobility fee is based on the number of acres. A separate indoor recreation and entertainment category is included and is based on a rate per sq. ft. for indoor uses such as gyms, health clubs, yoga, and dance studios.

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Industrial Uses

The Mobility Fee schedule features two industrial use categories. The industrial category includes general industrial uses such as assembly, manufacturing, and trades. The commercial storage category includes uses such as mini-warehouses, outdoor storage, and warehouses.

Office Uses

The Mobility Fee schedule features two office use categories. The first use is for general office uses such as accounting or real estate. The general office use also includes hospitals and higher education. The second use is medical, such as clinics, dentist, medical doctors, and veterinary. Medical uses generate two to three times the number of trips as a non-medical office use.

Retail Land Uses

The Mobility Fee schedule includes three retail use classifications: (1) retail; (2) high impact retail; and (3) convenience retail. A significant update in the 11th edition of the ITE Trip Generation Manual is the addition of several multi-tenant retail center use classifications. This change prompted the development of a general retail use classification. These uses tend to have similar trip generation characteristics that are generally less than 75 trips per 1,000 square feet.

The second category is high impact retail. These uses tend to have similar trip generation characteristics of roughly 75 to 125 trips per 1,000 square feet and consist of banks, grocery stores, sit down restaurants, and pharmacies. The third category is convenience retail and includes uses such as gas stations and fast-food restaurants. These uses tend to have trip generation rates over 250 trips per 1,000 square feet.

Non-Residential Uses

The Mobility Fee schedule has seven non-residential uses where the mobility fee is based on a unit of measure other than per 1,000 sq. ft. These uses include: (1) auto or boat cleaning; (2) auto charging or fueling; (3) auto or boat repair or service; (4) bank or financial service drive-thru; (5) fast food or quick service drive-thru; (6) overnight lodging; and (7) retail drive-thru.

With the exception of overnight lodging, these land uses reflect higher levels of travel demand that necessitate assessing additive mobility fees. As more land uses downsize, a Mobility Fee based solely on building square footage does not fully capture the travel demand impact of certain high travel demand uses. A Mobility Fee for any retail building would be assessed at the appropriate mobility fee rate. In addition, uses with a bank, pharmacy, or retail drive-thru, quick service restaurant drive-thru, pharmacy drive-thru, car wash, or a commercial auto charging or fueling position would pay additive fees based on the applicable unit of measure.

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Non-Residential Use: Overnight Lodging per room

Overnight lodging includes hotels, motels, bed and breakfast, and other transient accommodations. The Mobility Fee for overnight lodging is based on a rate per room. Any square footage leased to third party uses, such as office, retail, or restaurant uses, would pay the applicable rate for those uses.

Non-Residential Use: Fast-Food or Quick Service Restaurant per drive-thru

Fast food restaurant uses have the highest impact of any retail land use and are experiencing a transformation where buildings are getting smaller, while the number of drive-thru lanes and delivery services are increasing. Due to their high travel demand impact, an additive fee has been calculated per fast food drive-thru lane to capture the impact of fast food uses that offer one or more drive-thru lanes.

Some fast food uses are migrating to walk-up ordering, outdoor seating only, with two drive-thru lanes and one delivery pick-up lane, further increasing travel demand. This impact is not captured by simply evaluating the building. The fast food space will continue to evolve to accommodate more vehicles as quickly as can be served.

Non-Residential Use: Banks or Financial Institutions per drive-thru or free-standing ATM

Some financial institutions, especially Credit Unions, are increasing their brick-and-mortar presence to attract additional customers. Other banks are eliminating branches entirely and just offering drive-thru or walk-up free-standing ATMs. For banks with drive-thru lanes, an additional Mobility Fee is assessed per drive-thru lane. A Mobility Fee is also assessed for any free-standing walk-up ATMs or ATMs accessed via drive-thru lanes.

Non-Residential Use: Auto charging or fueling per position

Convenience uses have primarily been uses with motor vehicle fueling. Increasingly superstores, supermarkets, variety stores, and wholesale clubs have started to add vehicle fueling. The additive mobility fees will be assessed to any use that offers commercial vehicle charging and fueling and is accessible to the public or through a membership club.

The mobility fee is assessed per commercial charging station or fueling position. If electric charging is provided as an accessory use, such as at a multi-family residential complex for residents or a retail center for customers and not a commercial or principal use of property, then additive mobility fees would not be assessed for the EV charging stations.

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Non-Residential Use: Auto or boat cleaning per lane, stall, bay & per 5 finishing stations

Uses with a car wash shall be required to pay a mobility fee per lane, stall, or bay for the use, plus any mobility fee associated with any building space that are not captured as part of a lane, stall, or bay. The uses would also pay per five (5) finishing stations, such as detailing, drying, vacuuming, or waxing. Any structure solely for maintenance or supply purposes that does not include spaces for personnel would not be required to pay a mobility fee for the structure.

Non-Residential Use: Auto or boat repair or service per bay or stall

Uses with auto or boat repair or services shall be required to pay a mobility fee per bay or stall, plus any mobility fee associated with any building space that are not captured as part of a lane, stall, or bay. These uses would include repair or service, quick lube, tire stores, as well as any accessories or modifications.

Non-Residential Use: Retail drive-thru

Covid ushered in ways for retail uses to still serve customers by bringing orders to their vehicles while stores were closed to customers. These retail uses have started to evolve to include drive-thru lanes to pick-up mobile or online orders. Increasingly grocery stores are starting to include a pharmacy drive-thru lane in newer stores.

Most stand-alone pharmacies provide a drive-thru lane. Further, uses such as dry cleaners have also provided drive-thru and pick-up lanes. As more customers place mobile or order on-line orders, retail uses will continue to accommodate either customers picking up orders from the vehicle or have a third-party service provider pick-up items and deliver them to the customer.

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MOBILITY FEE BENEFIT DISTRICT

The benefit test of the dual rational nexus test requires that local governments establish defined areas or districts within which mobility fees collected are earmarked for expenditure. The geographic limits of the proposed Mobility Fee Benefit District include the Mobility Fee Assessment Area, the remainder of the City, and surrounding areas **(Map B).** The extension of a Mobility Fee Benefit District beyond the Assessment Area was done in recognition that travel demand does not start or stop at the limits of the Assessment Area or the City **(Map B)**. The portion of the Benefit District outside City limits is referred to as the extra jurisdictional benefit district.

Having a Mobility Fee Benefit District that extends beyond the Mobility Fee Assessment Area ensures that the City can expend Mobility Fees on Mobility Projects cross enclaves or terminate at logical endpoints. If the limits of the Mobility Fee Benefit District mirrored the Mobility Assessment Area, then Mobility Fees could not be expended to address any extra jurisdictional impacts.

There may be instances that a local match for improvements on County or State Roads would advance a mobility plan project. The Mobility Fee Benefit District provides the City with flexibility to work in partnership with other governmental, non-profit, and private entities to improve mobility within the Mobility Fee Assessment Area and Benefit District.

To advance mobility projects and to form public / private partnerships, the City may elect to establish a development specific Mobility Fee Benefit District. A development specific benefit district would accommodate instances where new development advances mobility projects within a defined area. The benefit district could be a tool to collect mobility fees from various end users within a development then reimburse the new development that advanced the mobility project.

The Benefit District could also include unaffiliated third party development activity within a defined area that would pay its mobility fee, and the City would reimburse the development that provided a mobility benefit outside of the limits of its development boundary. Any development specific benefit district would be established through a developer agreement between the City and the development.

The City will be required to establish a mobility fee special revenue account to ensure that mobility fees are expended within the Benefit District and are appropriately accounted for to address annual State mandated audit requirements for mobility fee collections and expenditures. Audit requirements also apply to any other impact fee collected by the City.

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PARK ONCE ENVIRONMENTS

The integration of parking into the updated mobility plan projects through the creation of park-once environments is an essential component to addressing existing and future congestion within the City. Creating park-once environments consists of planning for future parking, mobility hubs, and transit circulators at key destinations within the City. Creating park once environments recognizes that people will still sometimes need to drive vehicles. However, the goal is to facilitate parking at a centralized location and then make it convenient and desirable to walk, bicycle, or ride a transit circulator to reach their final destination.

Downtown Parking Structure

The updated mobility plan projects include the construction of a 500 space publicly accessible parking structure within Downtown. The proposed parking structure would be connected to mobility hubs, identified on the Transit Plan, and key destinations throughout the City through future transit circulators and water taxi routes **(Map F)**.

A potential location for the parking structure is on City property, near City Hall, along NE 1st Street. The parking structure could also be located adjacent to a future rail station along the FEC railroad between Boynton Beach Blvd and Ocean Avenue. If the parking structure were to be co-located with the future rail station, there would likely be a need for an additional 175 to 225 spaces for those using future rail service.

Downtown Mobility Plan Projects

The construction of a publicly accessible parking structure within Downtown would provide the City with greater flexibility to construct curbless shared streets and walking and streetscape enhancements identified in the Streets Plan **(Map D)**. The majority of streets within Downtown have mobility projects that are either identified on the Streets Plan or the Multimodal Plan. During construction of various mobility projects, existing on-street parking may be unavailable. The construction of a parking structure would provide parking that may be temporarily unavailable during construction of mobility projects.

With the introduction of curbless shared streets, available on-street parking is likely to be reduced on Ocean Avenue and other corridors. West Palm Beach found that, along Clematis Street and Rosemary Avenue curbless shared streets identified in the City's Mobility Plan, on-street parking spaces are best used for pick-up and drop-off, loading zones, and valet. The City of West Palm also utilizes on-street parking spaces provided on curbless shared streets as vendor spaces when the streets are closed off to traffic for special events.

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The construction of a parking structure within Downtown could also be used for the staging of future transit circulators included in the Transit Plan. These circulators will vary in size, with some being 15 to 25 passenger vehicles, and others being smaller low speed vehicles that can accommodate anywhere from three (3) to eight (8) passengers. These transit circulators are proposed to connect with mobility hubs located at destinations within the City, including the existing TRI-Rail Station.

Development Parking Inventory

An inventory of parking demand and parking to be provided by developments within Downtown was undertaken based on recently constructed development. These developments have either recently been constructed, are in various stages of site plan review, or has recently received site plan (Planning and Zoning) approval. There are 3,222 residential dwelling units, with some ancillary retail and office uses, that have either recently been constructed or that are in various stages of site plan review **(Appendix V)**.

A total of 6,936 parking spaces are needed, based on current City requirements, to accommodate this development. A total of 6,889 parking spaces have been proposed, of which 6,121 would be standard parking spaces **(Appendix W).** A total of 115 of the planned spaces are reserved for mobility impaired individuals as required through the American With Disabilities (ADA) Act. A total of 198 parking spaces would be compact spaces, with another 134 spaces designed for tandem parking associated with planned townhome developments **(Appendix W).**

The proposed parking spaces to be provided by development include 162 parallel on-street parking spaces and 159 spaces either reserved for electric vehicles, motorcycles, or some form of on-street parking **(Appendix W).** The City of Boynton Beach Community Redevelopment Agency (CRA) has contracts to lease a total of 473 of the parking spaces to be provided. The spaces being leased by the CRA are not in addition to required parking spaces, they are part of the required number of spaces.

Mobility Hubs

The Transit Plan identifies ten (10) potential mobility hubs at major destinations in the City. The mobility hubs are proposed to be interconnected by proposed transit circulators. Mobility hubs are locations where multiple ways (modes) to travel (walk, bike, transit) converge at a safe and convenient location, and feature various levels of amenities (e.g., covered waiting areas, pick-up / drop-off lanes). These allow a person to easily switch modes of travel to reach their destination as illustrated in **Figure 20**. The mobility hubs could be located within mixed-use developments, existing developments, governmental properties, institutional uses, and various destinations through-out the City. As part of the City's update of the Complete Streets Mobility Plan, mobility hubs will be further refined and incorporated into the Plan.

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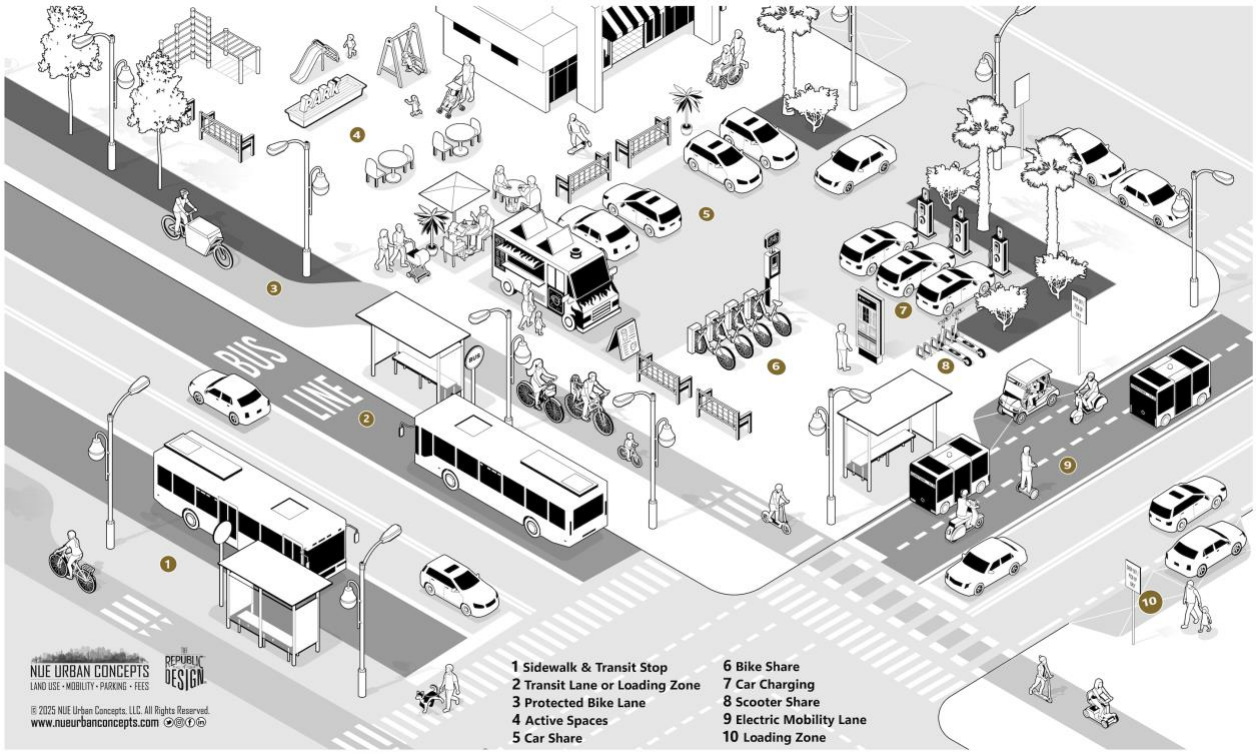
Figure 20. Mobility Hub



The Downtown mobility hub would be integrated into a future parking structure. There is an existing parking structure at the NW corner of US 1 and Woolbright Road that could include mobility hub elements. There are existing surface parking lots that could be repurposed for potential mobility hubs at the Boynton Beach Mall and the TRI-Rail Station. Additional mobility hubs are proposed in the vicinity of US 1 and Gateway Blvd, MLK Jr. Blvd and Seacrest, Bethesda Baptist Memorial Hospital, SW 8th and Woolbright, and within the Renaissance Commons development. These mobility hubs are all proposed to be connected by transit circulators identified in the Transit Plan **(Map F).** The final location of mobility hubs is subject to further evaluation and negotiations or partnerships with property owners and maybe further refined as part of the Complete Streets Mobility Plan update.

One Size Does Not Fit All

The design of mobility hubs can vary based upon need and projected demand. The mobility hubs identified on the Transit Plan are intended to be larger community serving facilities with various levels of amenities as illustrated in **Figure 20.** However, mobility hubs can also be enhanced transit stops, school bus stops, or pick-up and drop-off locations integrated into existing and proposed developments. Smaller mobility hubs likely would not feature surface or structured parking, but could still include covered waiting areas, pick-up and drop-off locations and may provide access to bicycle or scooter share programs **(Figure 21)**. The City could integrate these into their land development regulations for larger developments or offer reductions in parking where mobility hubs are provided.

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Figure 21. Smaller Mobility Hub



Water Taxis

Part of creating park once environments is looking for creative ways to move people without the need to drive their vehicle. The Transit Plan includes future water taxi routes and ADA accessible docks along the intracoastal that could provide additional mobility options. The water taxis could also be combined with transit circulators and mobility hubs to improve access to existing TRI-Rail service and future rail service along the FEC railroad in Downtown. Water taxi service at this present time would likely not be successful without either greater densities downtown or future rail service to serve as a draw to residents along the intracoastal. The Transit Plan has identified ten (10) potential water taxi stop along the intracoastal water taxi route **(Map F)**. Stop locations are subject to change.

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Resiliency

Coastal communities throughout Florida increasingly are dealing with flooding of low lying areas during storm events. As these storm events intensify and flooding becomes more frequent, there will be an increased need to reduce surface parking areas and incorporate more resilient stormwater management features within existing rights-of-way.

Further, residents will need a safe place to park their vehicles during storm events to avoid damage from flooding. A number of coastal communities have started to make their parking structures available to its residents to park their vehicles and provide a higher level of protection than otherwise may be available by leaving their vehicles parked on-street or on their property.

Many communities will need to start designing and requiring that new or reconstructed buildings and structures are designed to withstand ground level flooding. The construction of new parking structure(s) can be designed to address periodic flooding on the first level. These parking structures should also incorporate appropriate safety and structural measures to address both access and the need for innovative ways to park vehicles during storm events.

Transitioning to park once environments not only enhance mobility within the City, but it is also part of the overall strategy to making the City more resilient. The continued addition of impervious surfaces through wider roadways and off-street surface parking would only exacerbate flooding during storm events. Requiring new development to meet tougher stormwater design standards is part of the solution. However, many communities, like Boynton Beach, are dealing with the reality that existing developments approved over the last 50 years were not designed to today's standards and many of these areas are susceptible to flooding for the first time

Public Private Partnerships

The creation of park once environments provide the opportunity for public private partnerships with existing or proposed developments. The City can work with these developments to repurpose existing surface parking areas to construct mobility hubs that will improve multimodal access to the development and could potentially allow for adjacent infill development. The City can also work with private development or other government entities to consider:

1) adding additional public spaces to parking structures;

2) allowing for further reductions in parking requirements where a mobility hub is constructed; or

3) requiring these entities to lay the groundwork for park once environments.

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Infill & Redevelopment

Establishing park once environments with and without parking structures provides the opportunity to encourage infill and redevelopment by reducing the need to provide off-street surface parking. Infill and redevelopment can either be given a parking reduction for providing mobility hubs or be allowed to meet or offset parking requirements where parking structures are constructed.

Reducing off-street surface parking areas also reduces the need for multiple curb cuts that introduce conflicts between people parking and people walking and bicycling. It also reduces impervious surfaces, allowing for more opportunities to introduce open spaces, stormwater management facilities, or more efficient use of private property.

The City could explore opportunities to incorporate or promote attainable and workforce housing within mobility hubs and parking structures through innovative designs. Future residents would have access to enhanced mobility and where property is owned by governmental entities, the potential for reducing the cost basis of land could make attainable and workforce housing more economically viable. Creating park once environments and enhancing mobility options are effective tools to implement Comprehensive Plan policies 6.2.6 and 6.3.1.

Complete Streets Mobility Plan Update

The further establishment and refinement of park once environments are something that the City could further explore as part of the update of the Complete Streets Plan. Parking is a major component of a City's overall transportation system. It has too often been something that is addressed separately through land development regulations. In reality, it is something that should be addressed in conjunction with mobility planning as it has a major impact on the type and amount of traffic drawn to a given land use and area. Parking requirements also have a major impact on land uses, building design, site layouts, stormwater, and accessibility.

The level of density, the compactness of a given area, the availability of transit through buses, circulators, and rail, and the feasibility of walking and bicycling that need to be present to allow someone the ability not to drive or have access to a vehicle only occurs in limited instances through-out Florida in places such as Miami Beach or Gainesville. However, even in those places, vehicles still provide a primary means of mobility and access. The establishment of park once environments is a recognition that people still drive vehicles, but once they reach a given destination, the availability of other mobility options allows them the choice to get around in ways other than driving. Park once environments are a bridge towards less reliance on vehicles as a primary means of mobility.

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ORIGIN & DESTINATION EVALUATION

An origin and destination evaluation was conducted to evaluate travel within the Mobility Study Area and travel to and from each of the Palm Beach County road impact fee zones. The evaluation was performed for the AM and PM peak hours, based on projected 2045 land uses. The origin and destination evaluation conducted used the most recent version of the Southeast Florida Regional Planning Model (SEFPM 8.541) used for the 2045 Long Range Transportation Plan.

The traffic analysis zones (TAZs) from the SEFPM were assigned to each of the five (5) Palm Beach County road impact fee zones **(Map H)**. For internal testing purposes, road impact fee zones 1, 2, 4 and 5 were divided into districts east and west of Interstate 95. The Mobility Study Area was separated into six (6) districts for internal evaluation purposes **(Map I)**.

A future expansion zone for the areas of Boynton Beach not within the Mobility Study Area and surrounding areas bounded by Hypoluxo to the north, the Mobility Study Area to the east, the boundary with Delray Beach to the south, and Military Trail to the west. For final summary purposes, the expansion zone was assigned to road impact fee zone 4 and each of the County road impact fee TAZs were aggregated into their respective County road impact fee zones.

For reasons not specified, Boynton Beach south of SE / SW 23rd Avenue is within County road impact fee zone 5. The Mobility Study Area for Boynton Beach is based on the Mobility Study Area and does not split the City at SE / SW 23rd Avenue. For purposes of the origin and destination evaluation, the Mobility Study Area is evaluated based on its own district boundaries, not the County road impact fee zones.

The County's road impact fee zones were chosen due to the legal requirement that impact fees be expended within the zone or district in which they were collected. The vast majority of the Mobility Study Area is within road impact fee zone 4; with the very southern portion of the Mobility Study Area within road impact fee zone 5 **(Map I)**.

The origin and destination evaluation has been conducted for the AM and PM peak hours, based on 2045 conditions, to determine flow patterns into and out of the County's road impact fee zones and the Mobility Study Area **(Appendix X)**. For the AM Peak hours, trips leaving the Mobility Study Area represents the impacts to the County from development in the Mobility Study Area. During the AM peak hours there are also trips that travel to and from areas internal to the Mobility Study Area that do not have an external impact.

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During the AM peak hours, trips from the Mobility Study Area (origin) to each of the County's road impact fee zones (destination) represents the future trip impact attributable to development within the Mobility Study Area **(Table 10)**. AM peak hours trips from the County's road impact fee zones to the Mobility Study Area represent trips impacts from the County and surrounding municipalities within the Mobility Study Area **(Appendix X)**.

TABLE 10. AM PEAK HOURS TRIPS (2045)

Origin to Destination	Trips	Trip Percentage
From Mobility Study Area to Road Impact Fee Zone 1	1,218	1.4%
From Mobility Study Area to Road Impact Fee Zone 2	4,590	5.4%
From Mobility Study Area to Road Impact Fee Zone 3	866	1.0%
From Mobility Study Area to Road Impact Fee Zone 4	6,916	8.2%
From Mobility Study Area to Road Impact Fee Zone 5	6,923	8.2%
All trips in Mobility Study Area	64,313	75.8%
Total	84,825	100%

Source: **Appendix X** includes more detailed results for this Origin and Destination evaluation. The origin and trip destination data are based on internal trips within the Mobility Study Area and trips from the Mobility Study Area to County road impact fee zones **(Map H)**. Mobility Study Area Districts and road impact fee are aggregations of traffic analysis zones (TAZs) from the Southeast Florida Regional Planning Model (SEFRPM 8.541). All trips in the Mobility Study Area includes internal trips, trips attributable to the Mobility Study Area and trips attributable from the County and surrounding municipalities.

The projected AM Peak Hours impact of trips from the Mobility Study Area to the County's road impact fee zones represents 24.2% of the trips, with the impact of all trips within the Mobility Study Area representing 75.8% of the trips **(Table 10)**. The impact internal to the Mobility Study Area is more than 300% greater than the impact from the Mobility Study Area to the County's five (5) road impact fee zones.

The attributable impact from development within the Mobility Study Area within County road impact fee zone 4, outside of the Mobility Study Area, is just 8.2% of trips during AM peak hours **(Table 10)**. The majority of road impact fees currently collected from development in the Mobility Study Area are required to primarily be expended within road impact fee zone 4, while road impact fees currently collected from development from the southern portions of the Mobility Study Area are required to be expended within road impact fee zone 5.

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The impacts from the PM peak hours are opposite from the AM peak hours. For the PM Peak hours, trips entering the Mobility Study Area represent the impacts to the County from development in the Mobility Study Area **(Appendix X)**. During the PM peak hours there are also trips that travel to and from areas internal to the Mobility Study Area that do not have an external impact.

During the PM peak hours, trips from the Mobility Study Area (origin) to each of the County's road impact fee zones (destination) represents the future trip impacts from the County and surrounding municipalities within the Mobility Study Area **(Table 11)**. PM peak hour trips from the County's road impact fee zones to the Mobility Study Area represent trips impacts attributable to development within the Mobility Study Area **(Appendix X)**.

TABLE 11. PM PEAK HOUR TRIPS (2045)

Origin to Destination	Trips	Trip Percentage
From Road Impact Fee Zone 1 to Mobility Study Area	1,885	0.9%
From Road Impact Fee Zone 2 to Mobility Study Area	9,343	4.7%
From Road Impact Fee Zone 3 to Mobility Study Area	1,582	0.8%
From Road Impact Fee Zone 4 to Mobility Study Area	16,288	8.1%
From Road Impact Fee Zone 5 to Mobility Study Area	15,717	7.8%
All trips in Mobility Study Area	155,987	77.7%
Total	200,802	100%

Source: Appendix X includes more detailed results for this Origin and Destination evaluation. The origin and trip destination data are based on internal trips within Mobility Study Area and trips from the County road impact fee zones to the Mobility Study Area (Map H). Mobility Study Area Districts and road impact fee are aggregations of traffic analysis zones (TAZs) from the Southeast Florida Regional Planning Model (SEFRPM 8.541). All trips in Mobility Study Area includes internal trips, trips attributable to the Mobility Study Area and trips attributable from the County and surrounding municipalities.

The projected PM Peak Hours impact of trips from the County's road impact fee zones to the Mobility Study Area represents 22.3% of the trips, with the impact of all trips within the Mobility Study Area representing 77.7% of the trips **(Table 11)**. The impact within the Mobility Study Area is more than 300% greater than the impact from the Mobility Study Area to the County's road impact fee zones. The attributable impact from development within the Mobility Study Area within County road impact fee zone 4, outside of the Mobility Study Area, is just 8.1% of trips during PM peak hours **(Table 11)**. Even though the projected trips during the PM peak hours are more than 200% higher than the AM peak hours, the external impact attributable to development within the Mobility Study Area during the PM peak hours is 2% less than the AM peak hours.

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The origin and destination evaluation was undertaken to determine the share of external impact attributable to future development within the Mobility Study Area and the share of impact within the Mobility Study Area from development within the County and surrounding municipalities. While there is some external impact attributable to future development within the Mobility Study Area by 2045, the majority of impact from future trips from the County and the City has the most significant impact within the Mobility Study Area, not unincorporated Palm Beach County or within County road impact fee zones 4 and 5.

Further, the projected impact from development within the County and surrounding municipalities on travel within the Mobility Study Area is projected to be greater than the external impact attributable to future development within the Mobility Study Area. Thus, it could be reasonably interpolated, from the origin and destination evaluation, that at a bare minimum the external impact from the Mobility Study Area and impact from the County and surrounding municipalities within the Mobility Study Area cancel each other out. The origin and destination evaluation illustrates that the impacts from future development in the County into the City are greater than the impacts from future development in the City into the County.

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MOBILITY FEE COMPARISON

A comparison between the City of Boynton Beach Mobility Fee and the existing Palm Beach County road impact fee has been prepared **(Appendix Y).** While the comparison is a useful metric, the City Mobility Fee and County road impact fee: (1) use very different methodologies; (2) were calculated by different consultants; and (3) were prepared at different times. The land uses listed in the City and County fee schedule are not the same. Therefore, a best fit analysis was used to allow for the comparison. The County's road impact fee is based on rates from their 2022 road impact fee study. The City Mobility Fee is based on the most recent and localized data as of 2024. The County provides 49 different impact fee rates. The Mobility Fee schedule is more streamlined with a total of 23 rates.

The County road impact fee uses a consumption-based methodology based on an adopted level of service standard, rather than specific road projects that the County intends to construct. The Boynton Beach Mobility Fee uses a plan-based methodology where the Mobility Fee is based on the cost to construct specific Mobility Projects. The County's road impact fee uses vehicle miles of travel and trip lengths to determine its road impact fee based on studies completed in the 1990's and 2000's. The City Mobility Fee uses person miles of travel, person miles of capacity, person travel demand, and trip lengths based on the 2022 National Household Travel Survey (NHTS). The land uses and units of measure also differ when comparing the County road impact fee and the City's Mobility Fee.

The City's Mobility Fee for residential land uses is based on the habitable square footage for single-family residential uses and total square footage under roof for multi-family residential uses. The Palm Beach County road impact fee for residential land uses is calculated per dwelling unit, regardless of the square footage. On a per 1,000 sq. ft. basis, the Boynton Beach Mobility Fee is lower than the County road impact fee per dwelling unit. However, the Mobility Fee for a 2,000 square foot single-family detached residential dwelling results in a slightly higher fee than the County's road impact fee for the same dwelling **(Appendix Y)**. Likewise, the Mobility Fee for a multi-family residential development / building will be similar to the County when considering total square footage.

The City's Mobility Fee is higher than the County road impact fee for all land uses, with the exception of day care and convenience retail. Day care is different due to the City's Mobility Fee for private education including both day care and private (K-12) schools per 1,000 square feet. The County road impact fee includes a fee per student for private schools and a fee per 1,000 square feet for day care. Public and Charter Schools are Statutorily exempt from impact fees or mobility fees. The Mobility Fee for convenience retail, which includes convenience stores with and without fueling and fast food, is slightly lower. This is due to the City Mobility Fee being higher per fueling position than the County road impact fee and the City Mobility Fee including a separate mobility for drive-thru lanes.

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UPDATED MOBILITY PLAN PROJECTS ON COUNTY ROADS

The updated mobility plan projects include projects on City, County, and State Roads. The share of the cost of mobility projects on County Roads in relation to the overall cost of the updated mobility plan projects is the primary way to determine what share of mobility fees should be set aside for the funding of mobility projects on County Roads.

Since the mobility fee is based on the updated mobility plan projects, versus utilizing the Origin and Destination evaluation or looking at existing traffic flows, setting aside a percentage of the mobility fee based on the share of mobility projects on County Roads is an alternative approach to develop an interlocal agreement with the County to address transportation mitigation.

The updated mobility plan projects include projects to improve existing streets and multimodal facilities within the Mobility Study Area. The updated mobility plan projects also include transit circulators that connect with proposed mobility hubs through-out the City. These mobility hubs are proposed within existing or future developments, not within existing rights-of-way. The transit circulators would primarily run along City streets and State Roads. The transit circulators would be funded through various sources.

The Streets Plan includes widening portions of SE / SW 23rd Avenue (between US 1 and SW 4th) and Miner Road (between Congress Ave and High Ridge Road) from two (2) lane undivided roads to two (2) lane divided roads **(Map D).** There are also proposed walking and streetscape enhancements along Woolbright Road from US 1 to SW 2nd Street.

The proposed multimodal facilities, such as bike lanes, pathways, and sidewalks, within the Mobility Study Area are primarily planned along City Streets as a part of a planned network of multimodal corridors **(Map E)**. For connectivity to schools, parks, and other multimodal corridors, there are portions of County Roads where multimodal facilities are proposed.

The Multimodal Corridos Plan includes multimodal improvements along portions of: (1) Miner Road east of I-95 to connect Rolling Greens Elementary to the proposed Principal Multimodal Corridor East; (2) Miner Road west of I-95 to connect Congress Ave to the proposed Principal Multimodal Corridor West; (3) Seacrest Blvd and SW 23rd Avenue as part of the Principal Multimodal Corridor East; and (4) High Ridge Road as part of the Principal Multimodal Corridor West **(Map E).**

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The analysis in **Table 12** shows that mobility projects on County Roads are **5.63%** of the overall mileage of the updated mobility plan projects. The Planning Level Cost (PLC) for mobility projects on County Roads is **10.45%** of the overall cost of the updated Mobility Plan Projects. The total cost for updated mobility plan projects on County Roads is **$28,432,500**; while the total cost of all the updated mobility plan projects is estimated at **$271,969,256 (Table 12)**. The greatest need within the Mobility Study Area is to enhance mobility through mobility plan projects on City Streets.

TABLE 12. UPDATED MOBILITY PROJECTS ON COUNTY ROADS

Mobility Plan Project	Length (Miles)		Planning Level Cost (PLC)	
Miner Road (Seacrest to Summit Rd) Minor Multimodal Corridor (East)	0.40	0.42%	$800,000	0.29%
Seacrest Blvd (NE 14th Ave to Palmetto Green Trail) Principal Multimodal Corridor (East)	0.11	0.12%	$440,000	0.16%
SW 23rd Avenue (SW 3rd Street to SW 5th Street) Principal Multimodal Corridor (East)	0.20	0.21%	$400,000	0.15%
Seacrest Blvd (Chapel Hill Blvd to Gulfstream Blvd) Principal Multimodal Corridor (East)	0.48	0.50%	$960,000	0.35%
High Ridge Rd (Newport Place to Miner Rd) Principal Multimodal Corridor (West)	0.80	0.84%	$1,600,000	0.59%
Miner Road (High Ridge Rd to Congress Ave) Minor Multimodal Corridor (West)	0.95	1.00%	$1,900,000	0.70%
Miner Road (High Ridge Rd to Congress Ave) Complete Street Road Widening (2 Lane Divided)	0.96	1.01%	$8,880,000	3.27%
SE / SW 23rd Avenue (US 1 to SW 4th Street) Complete Street Road Widening (2 Lane Divided)	0.83	0.87%	$7,677,500	2.82%
Woolbright Road (US 1 to SW 2nd Street) Walking & Streetscape Enhancement	0.55	0.58%	$5,775,000	2.12%
Total Mobility Projects on County Roads	5.39	5.66%	$28,432,500	10.45%
Total Updated Mobility Plan Projects	95.29	100%	$271,969,256	100%

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DEFINITIONS

Any defined term in this Technical Report does not supersedes definitions in the City's Comprehensive Plan or Land Development Regulations for purposes of non-mobility fee matters.

Access Improvements mean on-site improvements required to provide motor vehicle and multimodal ingress and egress to new development, which may include rights-of-way, easements, paving of adjacent or connecting roadways, turn lanes, sidewalks, bike lanes, shared-use paths, transit stops, mobility hubs, along with traffic control devices, roundabouts, traffic signals, mid-block crossings, mid-block signals, signage, markings, drainage, and utilities intended to serve new development.

Additive Fee means a mobility fee rate based on a unit of measure that generates high levels of person travel demand per unit such as service bays, car wash stalls, or fueling for motor vehicles or drive-thru lanes for banks, quick service restaurants, and pharmacies. Additive mobility fees per unit of measure are assessed in addition to mobility fees assessed per use based on square footage or the applicable unit of measure for the use.

Amenities and Ancillary Uses means buildings, structures, and lands that are not open to the public and are not a commercial use such as a clubhouse, meeting spaces, laundry facilities, guard houses, fields, courts, indoor or outdoor recreation uses, garages, parking structures, barns, sheds, landscape maintenance facilities that do not generate additional person travel demand. These amenities are generally associated with residential developments and overnight lodging. These uses are not assessed a mobility fee unless they are open to the public and charge for use either through cash or electronic payment or through membership or club dues.

Assessment Area means a geographic area of the City or a specific development pattern where Mobility Fees are assessed on new development.

Auto means a car, SUV, truck, van, or motorcycle that is either electric powered, gasoline powered, a hybrid, or some other fuel source that propels the automobile (aka motor vehicle).

Auto, Boat, Car Wash shall mean a building, stalls, stations, or tunnels for the cleaning, detailing, polishing, washing, or waxing of motor vehicles or boats which fall under the description of ITE Trip Generation Manual Land Use Code Series 800 and 900. This use includes full-service, partial service, and self-service uses. The unit of measure shall be the number of bays or stalls for self-service cleaning, and the number of approach lanes for automated, semi-automated, or tunnel washes where payment is rendered or a card, code, or other means is used to access the cleaning service. For uses with automated, semi-automated, or tunnels, finishing stations for detailing, drying, or vacuuming Mobility Fees shall also be assessed at a rate of one (1) station per every five (5) finishing stations. For uses with self-service bays or stalls, which typically feature a greater number of facilities than automated or semi-automated facilities, finishing stations for detailing, drying, or vacuuming, Mobility Fees shall also be assessed at a rate of one (1) station per every ten (10) finishing stations.

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Auto Charging or Fueling means the total number of vehicles that can be charged or fueled at one time (fueling positions). Increasingly, land uses such as superstores, (i.e., super Wal-Mart), variety stores, (i.e., Dollar General), and wholesale clubs (i.e., Costco) are also offering vehicle charging and fueling with or without small convenience stores. Outside of Florida, several grocery store chains are also starting to sell fuel. Free standing vehicle charging stations that charge a fee for use and are not a requirement of the City as an ancillary use of a development shall be required to pay a mobility fee. The mobility fee rate per charging or fueling position would be in addition to any mobility fee per square foot under the applicable retail land use with vehicle charging or fueling. Motor vehicle charging stations that are not a primary use or function of a commercial or retail use and are either required by the City or provided as an ancillary use are exempt from payment of the mobility fee. The City shall have the ability to determine if a charging or fueling station is a commercial use.

Auto, Boat Repair or Service shall mean a building, bays, service bays, stalls, or stations for the routine maintenance of motor vehicles including oil changes, cleaning, or replacing filters, replacing windshield wipers, changing tires, providing for maintenance, service, and repair, and changing and topping off vehicle fluids and falls under the description of ITE Trip Generation Manual Land Use Code Series 800 and 900. Any building square footage associated with motor vehicle service would fall under retail uses and pay the applicable mobility fee per the square footage of the building not associated with the quick lube service.

Bank or Financial Service Drive-Thru or Free-Standing ATM means any bank, financial institution, credit union, with a drive-thru lane used for banking purposes such as deposits, withdrawals, balance inquires, or bill pay. The drive-thru may include either a teller window, pneumatic device for transferring banking information or funds, or an Automated Teller Machine (ATM). An ATM inside or attached to a building that has a use open to the public or end user is not assessed a separate fee as a stand-alone ATM. This use also includes free standing bank drive-thru lanes and freestanding walk-up or drive-thru ATM machines. The fee shall be based upon the total number of drive-thru lanes with a banking window, pneumatic device, or ATM and/or the total number of free-standing ATM's. Free-standing ATM's may be either walk-up or feature drive-thru lanes.

Benefit District means areas a geographic area of the City where mobility fees paid by new development are expended on Mobility Projects.

Capacity means the maximum sustainable flow rate, at a service standard, at which persons or vehicles can reasonably be expected to traverse a point or a uniform section of a bicycle facility, pedestrian facility, roadway, or shared-use multimodal facility during a given time-period under prevailing conditions. For transit, the capacity is the maximum number of persons reasonably accommodated riding a transit vehicle, along with the frequency and duration of transit service.

Commercial Recreation Uses shall mean those indoor and outdoor recreation and entertainment activities which provide for the use of buildings, property, or structures for recreational and entertainment uses, and which include those uses specified in the ITE Trip Generation Manual under Land Use Code Series 400.

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Community Serving means those uses that are operated by non-profit civic organizations, governmental entities, foundations, or fraternal organizations, including places of assembly. Community serving also includes uses such as YMCA, museum, art studio, gallery, cultural center, community meeting spaces, community theater, library, or a fraternal or masonic lodge or club, or any community and civic based uses that do not sell retail goods or services for profit and that participates in community and public activities. Food, beverages, goods, and services may be offered for ancillary fundraising and sales to support the community serving use.

Commercial storage means facilities or acreage in which one or more warehouses, storage units or vaults are rented for the storage of goods and/or acreage or is providing for the storage of boats, RVs, vehicle trailers and other physical items that are larger than what is typically stored within an enclosed structure. The acreage for outdoor storage, excluding drive aisles, buffers, and stormwater management areas, shall be converted to square footage for purposes of calculating the fee. This shall not include an individual's personal property where such items are stored by the owner of the land and not for commercial purposes, subject to City regulations.

Convenience Retail shall mean a use that sell convenience beverages, food, goods, products, and fuel. Uses include convenience stores, gas stations, fast food, and quick service restaurants with and without drive-thru lanes. Convenience retail uses fall under ITE Land Use Code Series 800 and 900 and include retail uses that generate 250 or more trips per 1,000 square feet or similar trips per an equivalent unit of measure.

Development shall mean any new residential and non-residential construction, or expansion of building(s), lane(s), structure(s), or any changes in the use of any building(s), structure(s), or land use that will generate additional impact on the city’s public facilities.

Entertainment, Indoor means facilities that primarily focus on individual or group fitness, exercise, training or provide recreational activities. The uses typically provide exercise, dance or cheerleading classes, weightlifting, yoga, Pilates, cross-fit training, fitness, and gymnastics equipment. Indoor commercial recreation also includes uses such as bowling, pool, darts, arcades, video games, batting cages, trampolines, laser tag, bounce houses, skating, climbing walls, and performance centers. Food, beverages, equipment, and services may be offered for ancillary sales.

Entertainment, Outdoor means outdoor recreational activity including land uses with miniature golf, batting cages, video arcade, bumper boats, go-carts, golf driving ranges, tennis, racquet or basketball courts, soccer, baseball and softball fields, paintball, skating, cycling or biking that require paid admittance, membership or some other type of fee for use. Buildings for refreshments, bathrooms, changing and retail may be included. The fee shall be based upon the total acreage of the facility for active uses outside of buildings and all buildings used to carry out a primary function of the land use activity. Areas for parking, buffers and stormwater that are not active features of the land use are excluded from the fee acreage. The use would generally fall under the ITE Land Use Code Series 400.

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Fast Food or Quick Service Drive-Thru means a quick service restaurant where an order for food is placed or a pick-up/delivery lane where an order is picked-up by either a customer that placed an online order or a delivery service. Fast Food restaurants are establishments serving beverages, food, or both with higher turnover, quick service, and may feature either counter service or selection of items from a counter and would fall under the descriptions of ITE Trip Generation Manual Land Use Codes 930, 933, 934, 935, 936, 937, and 938. The vehicle will proceed to one or more common pick-up windows, lockers, stations, or functional equivalent after the order has been placed. A fast food restaurant with drive-thru may be located in multi-tenant retail or free-standing retail buildings. This use also includes any quick service restaurants that do not offer indoor seating and are intended to primarily be served by vehicle delivery services, or pick-up or drive-thru only orders placed online. These uses may provide a walk-up order window.

Group Home means communities designed for long term care of on-site residents, such as assisted living facilities, congregate care facilities and nursing homes, with common dining and on-site health facilities for residents that is not a general retail or commercial use open to the public. This use includes ITE Trip Generation Manual Land Use Codes 253, 254, 255, and 620.

High Impact Retail shall mean grocery stores, supermarkets, superstores, variety stores, package stores, liquor, or alcohol for off-site consumption, where 50% or more of the gross square footage of the use is for the sale of edible or drinkable goods. These uses may offer other goods, products, and services such as on-site consumption of food or beverages, pharmacies, cleaning and household supplies, pharmacies, and other personal services. High Impact Retail uses also include banks, credit unions, sit-down restaurants, and pharmacies. These uses generally generate between 75 and 250 daily trips per 1,000 sq. ft.

Impact shall mean any new development that results in an increase in person travel demand above the demand generated by the existing use of property.

Industrial means uses that typically have ancillary office space and may have display or merchandise display areas for various trades and industries that are not open to the general public. Industrial uses are also located in land uses and zoning districts intended for industrial uses.

Industrial Uses means those activities which are predominantly engaged in the assembly, distribution, fabrication, finishing, packaging, processing, production, storage, and/or warehousing of goods and products and which include those uses specified in the ITE Trip Generation Manual under Land Use Code Series 000 and 100 but excluding governmental uses.

Institutional Uses means those public or quasi-public uses that serve one or more community's social, educational, health, cultural, and religious needs and which include those uses specified in the ITE Trip Generation Manual under the Land Use Code Series 500, and includes Land Use Codes 253, 254, 255, and 620. Land Use Codes 540 and 550 are included in office uses and 580 and 590 falls under community serving. Federal, state, and local government institutional uses, except for community development districts, are exempt from payment of mobility fees.

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ITE Trip Generation Manual means and refers to the latest edition of the report entitled "Trip Generation" produced by the Institute of Transportation Engineers (ITE), and any official updates hereto.

Level of Service (LOS) means a quantitative stratification of the level of service provided to a facility, roadway, or service stratified into six letter grade levels, with "A" describing the highest level and "F" describing the lowest level; a discrete stratification of a level of service continuum.

Marina shall mean facilities that provide docks, slips and berths for boats, including yacht clubs. Any buildings for shops, retail, or restaurants accessible to the public would fall under retail land use and pay the mobility fee rate for retail uses. The mobility fee is assessed per wet berth and per ten dry slips. Maintenance, repair, service, or sales of goods associated with the marina and for the storage or launch of boats from the marina would be considered accessory and not assessed a mobility fee.

Medical Office means a building or buildings that provide medical, dental, or veterinary services and care. Medical office shall also include any clinics, emergency care uses, and any uses specified in the ITE Trip Generation Manual under Land Use Code Series 600, including Land Use Code 720. Land Use Code 620 is included under Long Term Care land uses.

Micromobility means electric powered personal mobility devices such as electric bicycles, electric scooters, hoverboards, One-Wheel, Unicycle, electric skateboards, and other electric assisted personal mobility devices. Low speed vehicles such as golf carts or mopeds are not considered personal micromobility devices.

Mobile Residence means land uses for the temporary or permanent placement of RVs, tiny homes on wheels, mobile homes, or travel trailers within parks or multi-unit developments with predefined lots or spaces that have connections for communications, electric, water and wastewater. Mobile residential parks may have common amenities and building with recreation uses, laundry and park office that are not assessed a Mobility Fee.

Mobility means the ability to move people and goods from an origin to a destination by multiple modes of travel in a timely (speed) manner.

Mobility Fee means a monetary exaction imposed on new development to fund Mobility Plan projects identified in the most recently adopted Mobility Plan.

Mobility Fee Expenses means expenditures for: (a) the repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and any other form of indebtedness then outstanding consistent with statutory allowances and used to advance mobility projects identified in the Mobility Plan; (b) reasonable administrative and overhead expenses necessary or incidental to expanding and improving mobility projects; (c) crosswalks, traffic control and crossing warning devices, landscape, trees, multimodal way finding, irrigation, hardscape, and lighting related to projects; (d) micromobility devices, microtransit vehicles, programs and services,

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(e) mobility hubs, transit circulators, facilities, programs, shuttles, services and vehicles; (f) reasonable expenses for engineering studies, stormwater reports, soil borings, tests, surveys, construction plans, and legal and other professional advice or financial analysis relating to projects; (g) the acquisition of right-of-way and easements for the improvements, including the costs incurred in connection with the exercise of eminent domain; (h) the clearance and preparation of any site, including the demolition of structures on the site and relocation of utilities; (i) floodplain compensation, wetland mitigation and stormwater management facilities; (j) all expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of bonds, bond anticipation notes, or other forms of indebtedness, including funding of any reserve, redemption, or other fund or account provided for in the ordinance or resolution authorizing such bonds, notes, or other form of indebtedness consistent with statutory allowances and used to advance mobility projects identified in the Mobility Plan; (k) reasonable costs of planning, design, engineering, and construction, including mobilization, maintenance of traffic during construction and CEI (construction engineering and inspection) services of mobility projects, (l) city administration, implementation updates to the mobility plan and mobility fee, including any analysis, assessments, counts, data collection, plans, programs or studies needed for mobility projects, (m), local match for federal, state and county funded projects.

Mobility Fee Off-Set means the equivalent amount of a mobility fee associated with an existing use of a building that is being redeveloped or where a change of occupancy or use is requested. The equivalent mobility fee shall be based on the current use of the building, or the most recent use of the building for a vacant building. Upon demolition of a building, offsets shall be available for the period of time specified in the implementing ordinance from the date of demolition, unless otherwise provided for in a written agreement with the City.

Mobility Fee Schedule means the uses for which a Mobility Fee is to be assessed on new development. The schedule includes the Mobility Fee rates per unit of measure for each land use.

Mobility Fee Technical Report shall mean the City of Boynton Beach Mobility Fee Technical Report dated January 2025 and prepared by NUE Urban Concepts, LLC that documents the analysis, data and methodology used to develop a Mobility Fee and is adopted pursuant to an implementing ordinance which authorizes imposition of the Mobility Fee.

Mobility Plan shall mean the Streets Plan, Multimodal Corridors Plan, Transit Plan, and Mobility Plan Programs included in the City of Boynton Beach Mobility Fee Technical report dated January 2025 and prepared by NUE Urban Concepts, LLC, or updates to the City's Complete Street Mobility Plan, to meet future person travel demand and serves as the basis for the City's Mobility Fee.

Mobility Plan Program shall mean mobility initiatives, plans, services, and studies that the City will undertake to implement the Mobility Plan that are not defined Mobility Projects and maybe funded by Mobility Fees.

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Mobility Plan Project shall mean corridor and intersection improvements such as bike lanes, buffered bike lanes, protected bike lanes, intersections, interchanges, landscape, shared-use paths, boardwalks, pedestrian overpasses or underpasses, roads, roundabouts, sidewalks, streets, and streetscape. Mobility Plan projects also include policies, programs and services, wayfinding, micromobility devices, and transit vehicles, lanes, stops, and facilities, along with mobility hubs. Projects can include new or additional road travel lanes and turn lanes, upgrade of roads that results in a change in functionally classification of the road, complete and low speed streets, curbless shared streets, new or upgraded traffic signals, traffic synchronization, mobilization, maintenance of traffic, survey, geotechnical and engineering, utilities, construction, PD&E, planning, engineering and inspection, utility relocation, right-of-way, easements, land acquisition, stormwater management facilities. These projects may also be referred to as Mobility Projects, Multimodal Projects, or Projects in the Mobility Fee Technical Report and Mobility Fee Ordinance.

Mode means the choice of travel that a person undertakes and can include walking, jogging, running, bicycling, paddling, scooting, flying, driving a vehicle, riding a boat, transit, taxi or using a new mobility technology.

Multi-Family Residential means a dwelling unit and shall include those uses specified in the ITE Trip Generation Manual under Land Use Codes Series 200, except for Land Use Codes 200, 210, 253, 254, and 255.

Multi-Family Residential Square Feet means the sum of the area (in square feet) of each building measured from the exterior surface of the exterior walls. This includes common areas, lobbies, leasing offices, and residential amenities not accessible to the public. Retail or office square footage leased to a third-party would pay the applicable mobility fee rate. Square footage does not include parking garages or structures.

Non-Residential Square Feet means the sum of the gross floor area (in square feet) of the area of each floor level under cover, including cellars, basements, mezzanines, penthouses, corridors, lobbies, stores, and offices, that are within the principal outside faces of exterior walls, not including architectural setbacks or projections. Included are all areas that have floor surfaces with clear standing head room (six feet six inches, minimum) and are used as part of the primary use of the property. If an area within or adjacent to the principal outside faces of the exterior walls is not enclosed, such as outdoor restaurant seating, areas used for storage of goods and materials, or merchandise display, and is determined to be a part of the primary use of property, this gross floor area is considered part of the overall square footage of the building. Areas for parking, circulation, ingress, egress, buffers, conservation, walkways, landscape, stormwater management, and easements or areas granted for transit stops or multimodal parking are not included in the calculation of square feet.

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Office means banks, financial services, general offices, hospitals, higher education such as colleges and universities, post-secondary trade schools, and professional activities primarily involving the provision of professional or skilled services, including but not limited to accounting, legal, real estate, insurance, financial, engineering, architecture, accounting, and technology.

Office Uses means those businesses which provide professional services to individuals, businesses, or groups and which include those uses in the ITE Trip Generation Manual under Land Use Code Series 600 and 700 and includes Land Use Codes 540, 550, 911 and 912. Land Use Code 620 is included under institutional uses.

Overnight Lodging means places of accommodations, such as bed and breakfast, inns, motels, hotels and resorts that provide places for sleeping and bathing and may include supporting facilities such as restaurants, cocktail lounges, meeting and banquet rooms or convention facilities, and limited recreational facilities (pool, fitness room) intended for primary use by guest(s) and which include those uses specified in the ITE Trip Generation Manual under the Land Use Code Series 300.

Person Miles of Capacity (PMC) means the number of persons "capacity" that can be accommodated, at a determined standard, on a facility while walking, bicycling, riding transit, driving, or using a mobility assisted device over a defined distance.

Person Miles of Travel (PMT) means a unit used to measure person travel made by one person where each mile traveled is counted as one person mile. PMT is calculated by multiplying person trip length by the number of person trips. The increase in future person miles of travel is used to plan mobility project needs that form the basis for a mobility fee.

Person Miles of Travel Factor (PMTf) shall mean the factor utilized to convert vehicle miles of travel to person miles of travel based on the 2022 National Household Travel Survey.

Person Travel Demand (PTD) means travel demand from new development based on trip generation, the percentage of new trips, vehicle trip lengths, limited access travel, origin destination factors, vehicle miles of travel, and person miles of travel factors. The resulting mobility fees are roughly proportional to the person travel demand per use provided on the mobility fee schedule.

Person Trip (PT) means a trip by one person by one or more modes of travel including, but not limited to, driving a motor vehicle or low speed electric vehicle, riding transit, walking, bicycling or form of person powered, electric powered or gasoline powered device.

Person Trip Length (PTl) means the total length, in miles, of a person trip per trip purpose.

Private Education means building or buildings used for pre-school, private school, childcare, or day care where students are educated by a non-governmental entity with grades ranging from pre-kindergarten to 12th grade. Private schools do not include Charter Schools, which are exempt from local government fees per Florida Statute. Childcare and day care shall mean a facility where care for

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young children is provided, normally during the daytime hours. Day care facilities generally include classrooms, offices, eating areas and playgrounds. Postsecondary education falls under office uses. These uses are under ITE Trip Generation Manual under Land Use Code Series 500.

Quality of Service (QOS) means a quantitative stratification of the quality of service of personal mobility stratified into six letter grade levels, with "A" describing the highest quality and "F" describing the lowest quality: a discrete stratification of a quality-of-service continuum.

Residential Uses mean a dwelling unit and shall include those uses specified in the ITE Trip Generation Manual under the Land Use Code Series 200, except for Land Use Codes 253, 254, and 255.

Retail means personal service and retail uses. This includes land uses under ITE Land Use Codes Series 800, and 900. Retail includes all uses that do not fall under High Impact or Convenience Retail uses.

Retail Drive-Thru means any drive-thru lane associated with a personal service or retail use. The drive-thru may include an order window or a door, window, or other means of access to drop-off or pick-up of goods, items, services, ordered through a mobile app or online. Common uses include dry cleaners or pharmacies. Increasingly retail uses include drive-thru lanes to pick up ordered goods. Drive-thru lanes associated with a bank, fast food or quick service restaurant, financial institution, or auto / car wash are assessed additive Mobility Fees. Retail uses include those under ITE Land Use Codes Series 800 and 900, except those land uses included on the Mobility Fee schedule with established Mobility Fee rates.

Retail Uses mean those commercial activities which provide for sale, lease, or rent of goods, products, services, vehicles, or accommodations for use by individuals, businesses, or groups and which include those uses specified in the ITE Trip Generation Manual under Land Use Code Series 800 and 900.

Service Standard means the adopted or desired quality or level of service for a bicycle facility, pedestrian facility, roadway, shared-use multimodal facility, or transit.

Shell Building means the foundational and structural elements that separate interior and exterior space and includes the roof, walls, windows, doors, mechanical systems, and rough plumbing and electric. Common areas are typically finished. Interior spaces are designed to be finished by the tenant with wall coverings, ceiling, flooring, lighting, electrical and plumbing finishes, and furnishings. The floor may or may not be finished with concrete to allow for flexibility in the location of plumbing service lines.

Single-Family Residential means a dwelling unit and shall include those uses specified in the ITE Trip Generation Manual under Land Use Codes 210 and 215 Series 200, except for Land Use Codes 253, 254, and 255. Residential includes tiny homes and accessory dwelling units.

Single-Family Residential Square Feet means the sum of the area (in square feet) of each dwelling unit measured from the exterior surface of the exterior walls.

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Streetscape means hardscape elements such as pavers, benches, lighting, trash and recycling receptacles, fountains, seating, shade structure, crosswalks, landscape elements such as canopy and understory trees, shrubs, bushes, grasses and flowers, green infrastructure and architectural structures and projections that provide shade and protection from various weather conditions.
Trip means travel between locations, often times between an origin, such as a home, to a destination, such as a business, but the trip can end and begin at the same location, such as walking a dog in the neighborhood where the home is both the origin and destination.

Transportation system means the right-of-way, easements, roads, streets, alleyways, curb-cuts, traffic control devices, stormwater management facilities, utilities, and multimodal facilities that allow for circulation, mobility, and parking within the City and accessibility to land uses, property, and modes of transportation within the City.

Trip Length shall mean the length of a trip per trip purpose.

Trip Purpose means the primary purpose at the destination of a trip such as travel to buy goods, services, or meals, entertainment, recreation, school, work, places of assembly, errands, medical, day care, or work related. Trip purpose may be either home based, meaning the trip originates at a residence, or non-home based, meaning the trip originates at a destination other than a residence.

Use shall mean a use of land for residential or non-residential purposes. For Mobility Fee purposes the terms land use and use are interchangeable. The inclusion of a land use or use on the Mobility Fee schedule does not mean that land use or use is permitted by the City's Comprehensive Plan or Land Development Regulations.

Vehicle Miles of Travel (VMT) means a unit to measure vehicle travel made by a motor vehicle where each mile traveled is counted as one vehicle mile regardless of the number of persons in the vehicle. VMT is calculated by multiplying the length of a road segment by the total number of vehicles on that road segment.

Vehicle Occupancy (VO) means the total number of persons in a single motor vehicle making a trip.

Vehicle Trip means a single motor vehicle, regardless of the number of persons in the motor vehicle.

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MOBILITY PLAN PROGRAMS

The updated Mobility Plan Projects identifies Mobility Plan Programs to be developed. Several of the Mobility Plan Programs would implement projects identified in the Streets Plan, the Multimodal Corridors Plan, and the Transit Plan. The following are the Mobility Plan Programs **(Appendix I)**:

(1) **Low Speed Streets Program:** The City shall consider development of a Low Speed Streets Program to provide residents various low speed street treatments that could be applied to streets in their neighborhood. The intent of the program is to be resident driven, where residents gather support from their adjacent neighbors to implement low speed street treatments and traffic calming measures. Initial priority areas are those streets that provide access to parks, schools, and connectivity between multimodal corridors. Low Speed Streets feature posted speed limits between 20 MPH and 25 MPH that carry low traffic volumes and feature changes to the physical geometry of the street right-of-way to achieve these posted speed limits. Physical changes can include treatments such as narrow travel lanes through restriping to add on-street parking, on-street bicycle lanes, or pilot projects that add on-street sidewalks through pavement markings where sidewalks do not exist. Physical changes may also include traffic calming features such as such as chicanes, chokers, curb extensions, mini traffic circles, painted or raised intersections, roundabouts, or speed tables. The Program may also include green street improvements such as reclaiming existing swales with low impact development stormwater treatments or adding canopy and understory street trees.

(2) **Micromobility & Low Speed Electric Vehicle Program:** The City shall consider development of a Micromobility & Low Speed Electric Vehicle Program and Ordinance regulating the use of micromobility devices (e.g., e-bike, e-scooters) and low speed electric vehicles within the City. The City will coordinate with the County and FDOT regarding use of micromobility devices and low speed electric vehicles on and crossing County and State Roads. The Program and Ordinance will address hours of operation, safety, providers, rentals, and equipment.

(3) **Vision Zero Action Plan:** Vision Zero is a national program that seeks to eliminate all traffic fatalities and severe injuries, while increasing education, safety, health, and mobility for all users. A Vison Zero Action Plan uses crash data to identify the high injury crash network, then programs countermeasures (including but not limited to capital improvements, law enforcement campaigns, and safety studies) to address the documented safety deficiencies.

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(4) **Wayfinding Program:** The City shall consider development of a wayfinding program to further enhance the efficiency of the transportation system, improve access, and facilitate placemaking. Wayfinding and route signage are an essential component of multimodal planning elements beyond construction of a continuous, interconnected network of multimodal infrastructure. Wayfinding can be both physical and virtual tools that provide predictability and consistency in the way people find their point of interests. The Wayfinding Program would establish a brand identity and design standards and specifications for signage, maps, a digital app, etc.

(5) **ADA Curb Ramp Retrofit Program:** Fund upgrades to existing curb ramps to enhance mobility, safety, improve the quality of service in the community and comply with the American with Disability Act (ADA) requirements. The projects identified through the Curb Ramp Upgrade Program can be used for future Mobility Plan and Mobility Fee updates.

(6) **Mobility Access Program:** Develop programs and pursue funding sources and public private opportunities to provide bikes, electric bikes, electric scooters, and passes for car share, ride share, and transit services to provide mobility to underserved members of the community.

(7) **Multimodal Plans, Programs, Services & Studies:** Prepare corridor, multimodal, street, and transit plans and studies, develop traffic count program, pursue matching grant fund opportunities through County, FDOT, Federal, State, and TPA Funding Programs, update mobility plan and fee, develop complete street policies, design standards, and programs. Explore shared mobility services and shared mobility, microtransit and transit services with adjacent municipalities, FDOT, Palm Beach County, transit authorities and private entities.

(8) **Mobility Plan & Fee Implementation Program:** Update the Comprehensive Plan to reflect the updated Mobility Plan projects and adoption of a Mobility Fee. Further explore establishing Street, Multimodal, and Transit Quality of Service Standards. Develop follow-on plans, studies, and establish criteria and standards for Walking & Streetscape Enhancements, Multimodal Corridors, Curbless Shared Streets, Multimodal Crossing Evaluations, and Water Taxi Service. Consider development of mobility fee administrative manual or policies and service charges. Actively implement Mobility Plan Projects and Programs.

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RECOMMENDED NEXT STEPS

The adoption of the updated Mobility Plan Projects and Mobility Fee requires additional tasks to administer and implement. The following are recommended next steps that the City of Boynton Beach should consider commencing:

(1) **Complete Street Plan Update:** The City intends to update its Complete Street Mobility Plan in 2025. The updated will incorporate and may further define and refine the updated Mobility Plan Projects. The update would also further evaluate quality of service standards and the establishment of park once environments. This update could occur concurrently with an update of the Comprehensive Plan.

(2) **Comprehensive Plan Amendment:** Within one year from the date of adoption of the Mobility Fee, the City will need to amend the Comprehensive Plan to recognize adoption of the updated Mobility Plan Projects and Mobility Fee and amend policies related to Transportation Concurrency Exception Areas (TCEA's) and Transportation Concurrency. The Amendments should also integrate street, multimodal, and transit quality of service (QOS) standards into the Comprehensive Plan. The City would utilize the Multimodal Characteristics Inventory developed as part of the Mobility Fee as part of the Data, Inventory, and Analysis (DIA) in support of the amendment **(Appendix Z)**.

(3) **FDOT, Palm Beach Transportation Planning Agency (TPA) Coordination:** Boynton Beach should begin discussions with FDOT and the Palm Beach TPA on integrating the Mobility Plan projects into any updates of the 2050 LRTP. The coordination should also address the incorporation of mobility projects into existing funded and planned projects, and the pursuit of funding for mobility projects through existing or upcoming grant and funding request.

(4) **Palm Beach County Interlocal Agreement:** Boynton Beach should begin discussions with the County to enter into an updated Interlocal Agreement consistent with the requirements of HB 479 and Florida Statute Section 163.3180 and. The Interlocal Agreement should address the funding of mobility projects on County and State Roads through any extension of the County's infrastructure sales tax and the $32 million dollars of road impact fees that the County has collected over the past 20 years (**Appendix L1 & L2**).

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(5) **Annexation of Unincorporated Property**: The City should consider pursing annexations of unincorporated Palm Beach County areas adjacent to the City and in enclaves that could potentially be developed or redeveloped to increase mobility fee revenues. These areas are using the multimodal transportation system within the Mobility Study Area. The City would better be able to coordinate Mobility Projects and review the impacts from development.

(6) **Service Charge Study:** Boynton Beach should also consider undertaking a service charge study for administering and implementing its Mobility Fee. Florida Statute limits administrative charges to the cost of administering and implementing mobility fees. The service charge study would provide a factual basis for assessment of a service charge to offset administrative cost. The service charge would also address future updates and application fees for special studies, request for credits or offsets, and special assessments.

(7) **Administrative Manual:** Boynton Beach should consider developing or updating administrative procedures to administer and implement the Mobility Fees. The mobility fee ordinance will address big picture legal and statutory requirements. The Administrative Manual will govern day to day administration and provide the City with continuity of service should staff turnover occur.

(8) **Traffic Count Program:** Boynton Beach should consider collecting traffic counts on collectors, minor collectors and major local roads throughout the City. Future County negotiations and the pursuit of funds for safety and mobility will depend on having existing traffic count data. The Low Speeds Streets Pilot Program and Vision Zero program will also benefit from more recent and localized traffic data.

(9) **Mobility Hubs:** Boynton Beach should consider integrating mobility hubs as part of existing and future transit service. Mobility Hubs are the evolution of transit and bus stops that provides safe and convenient drop-off and pick-up areas for microtransit, transit, and shared mobility services, incorporates lockers for package and mail delivery, adds spaces for mobile delivery services, provides stations for bikes and micromobility devices, and charging stations for electric vehicles. The City's LDRs could be updated to provide development with the opportunity to partially reduce off-street parking through the construction of a mobility hub.

(10) **Land Development Regulations:** The Land Development Regulations should be updated to address necessary changes to transition from a transportation concurrency exception area system to a mobility fee system. The City should also consider replacing traffic impact analysis with site access assessments or mobility solutions reports.

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The LDRs should be updated to ensure that new development is designing its internal streets in a Complete Street manner and that external impacts and improvements appropriately address multimodal transportation. The City should also consider implementing FDOT's Context Classification and expand on the initial application of FDOT's Context Classification that has already been undertaken as part of the Mobility Plan **(Figure 22)**.

Figure 22. FDOT's Context Classification



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CONCLUSION

The City of Boynton Beach 's Mobility Fee is based on the updated Mobility Plan Projects. The future travel demand analysis provided in this Technical Report clearly demonstrates there is growth in travel demand projected within the City. The updated Mobility Plan Projects establishes the framework over the next 20 years to move people, provide choices, and meet future travel demand through expansion of the City's multimodal transportation system. The City intends to update its Complete Street Mobility Plan in 2025. The updated Complete Street Mobility Plan will incorporate and may further define and refine the updated Mobility Plan Projects. The update would also further evaluate quality of service standards and the establishment of park once environments.

The City's Mobility Fee is a streamlined, equitable way for development activity to mitigate its impact to the multimodal transportation system. Updated Mobility Plan Projects and the Mobility Fee are based on the projected increase in person miles of travel and person miles of capacity between 2024 and 2045: consistent with the **"needs"** requirement of the dual rational nexus test. The Mobility Fee is also based on the person travel demands attributable to development activity and is roughly proportional to the impact the new development has on City, County, and State Roads within the Mobility Study Area, consistent with Florida Statute Sections 163.3180 and 163.31801.

The implementation of a Mobility Fee Benefit District, where a Mobility Fee paid by development is to be expended to fund projects within the Mobility Fee Benefit District, ensures that the Mobility Fee will meet the **"benefits"** requirement of the dual rational nexus test. The City's Mobility Fee will be implemented within the Assessment Area and collected by the City on development that results in an increase in person travel demand. The Mobility Fee has been developed to offset the impact of development on City, County, and State Roads within the Mobility Study Area.

The updated Mobility Plan Projects, based on growth in population and increases in person miles of travel, includes Mobility Projects that provide the person capacity **"needed"** to meet the travel demands of development. The new growth evaluation demonstrates that development is not being assessed more than its **"attributable and assignable"** share of the cost of the updated Mobility Plan Projects. The person travel demand for each use included in the Mobility Fee schedule meets the **"rough proportionality test"** established through case law.

It is strongly recommended that any use of Mobility Fee revenues be included in the City's CIP. The City's Chief Financial Officer, or functional equivalent, is required as part of the City's Annual Financial Report submitted to the State of Florida, to submit a statement that the Mobility Fees were collected and expended consistent with Florida Statute 163.31801.

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The recently adopted HB 479 requires municipalities and counties that both assess transportation mitigation within a municipality to enter into an interlocal agreement. The amendments in HB 479 states that only one (1) fee to mitigate transportation impacts from new development may be assessed and that the local government that issues building permits is to be the entity that collects the transportation mitigation. HB 479 provides additional guidance for a municipality to enter into an interlocal agreement with a county to negotiate expenditure of the transportation mitigation.

Over the next 20 years, the total cost of the updated Mobility Plan Projects is $271,969,256. This Technical Report includes a section that identifies the updated Mobility Plan Projects that are located on County Roads. **These Mobility Plan Projects are projected to cost $28,432,500, which represents 10.45% of the overall cost of the Mobility Plan Projects.**

This Technical Report includes an analyses of Palm Beach County road impact fee collections from new development within the City. **The analyses show that over the past 20 years, the County has collected over $32 million in road impact fees from new development in Boynton Beach.** The annual impact fee reports prepared by the County during that time frame indicate that the County has expended roughly $2 million in the City. It is recommended that the City utilize the information provided in this Technical Report to negotiate an interlocal agreement with the County.

The City's next step is to adopt a Mobility Fee Ordinance. The Mobility Fee Ordinance would establish the effective date for the Mobility Fee. The City will need to notify the County that upon adoption of the Mobility Fee, that City would no longer be collecting Palm Beach County's road impact fee from new development within the Mobility Fee Assessment Area. The City will need to begin discussions with the County on an updated interlocal agreement consistent with HB 479. Within a year from the date of adoption of the Mobility Fee Ordinance, the City will need to amend its Comprehensive Plan to ensure it is consistent with Florida Statute and fully implements the updated Mobility Plan Projects and Mobility Fee. The amendment should reflect any Complete Street Mobility Plan updates.

The City of Boynton Beach Mobility Fee Technical Report, dated January 2025, documents future growth, the **"need"** for updated Mobility Plan Projects, the data and methodology used to develop a Mobility Fee to mitigate the impact of new development, and the establishment of a **"benefit"** district. The updated Mobility Plan Projects and Mobility Fees meets legally established dual rational nexus requirements for **"need"** and **"benefit"** and the Mobility Fee is **"rough proportionality"** to the impact of new development. The updated Mobility Plan Projects and Mobility Fee have been developed consistent with the requirements of Florida Statute Sections 164.3164, 163.3180, 163.31801, and Florida Statute Chapter 380.

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City of Boynton Beach

Maps

January 2025

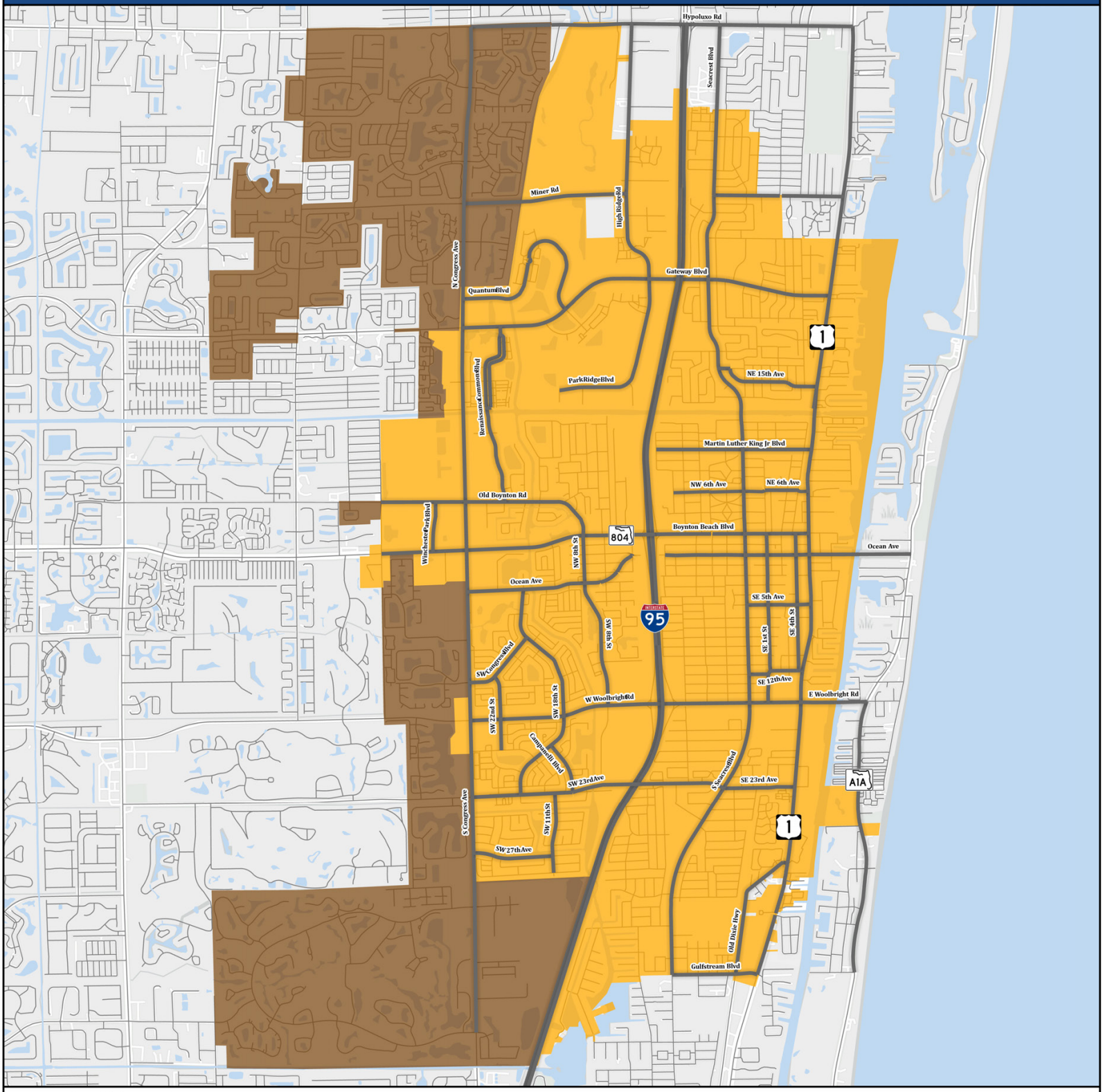
MAPS

Map A.	**Mobility Fee Assessment Area**
Map B.	**Mobility Fee Benefit District**
Map C.	**Mobility Study Area**
Map D.	**Streets Plan**
Map E.	**Multimodal Corridors Plan**
Map F.	**Transit Plan**
Map G.	**Low Speed Streets Pilot Program**
Map H.	**Origin & Destination Evaluation: County Road Impact Fee Zones**
Map I.	**Origin & Destination Evaluation: Mobility Study Area**

MAP A

Mobility Fee Assessment Area

City of Boynton Beach Updated Mobility Plan Projects
Mobility Fee Assessment Area



- Road Network
- Assessment Area
- City of Boynton Beach Outside of Assessment Area
- City of Boynton Beach (Legend Only)

0 0.25 0.5 1 Miles

N

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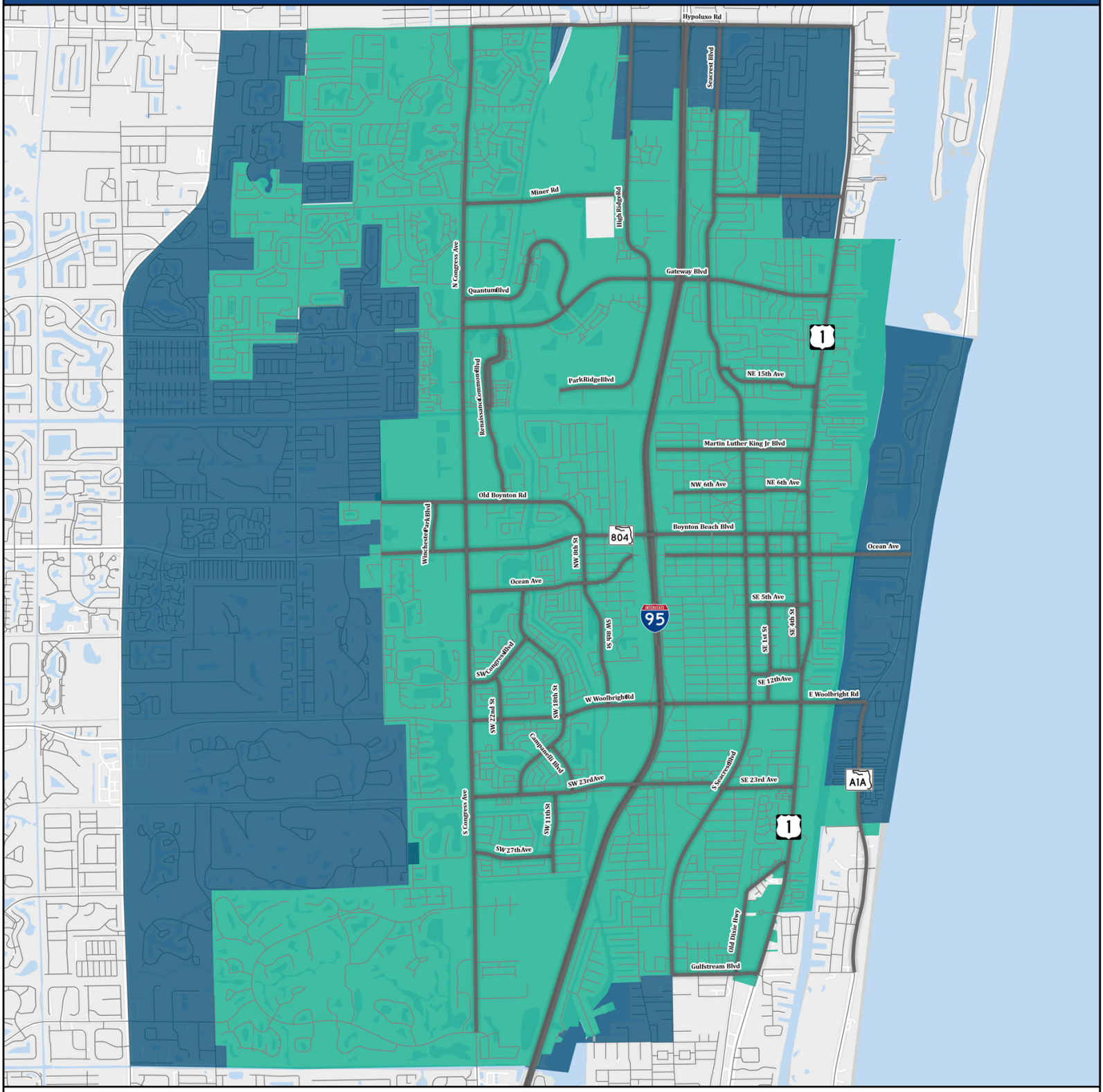
MAP B

Mobility Fee
Benefit District

City of Boynton Beach Updated Mobility Plan Projects

Mobility Fee Benefit Districts



Road Network

Benefit District

Extra Jurisdictional Benefit District

City of Boynton Beach (Legend Only)

0 0.25 0.5 1 Miles

N

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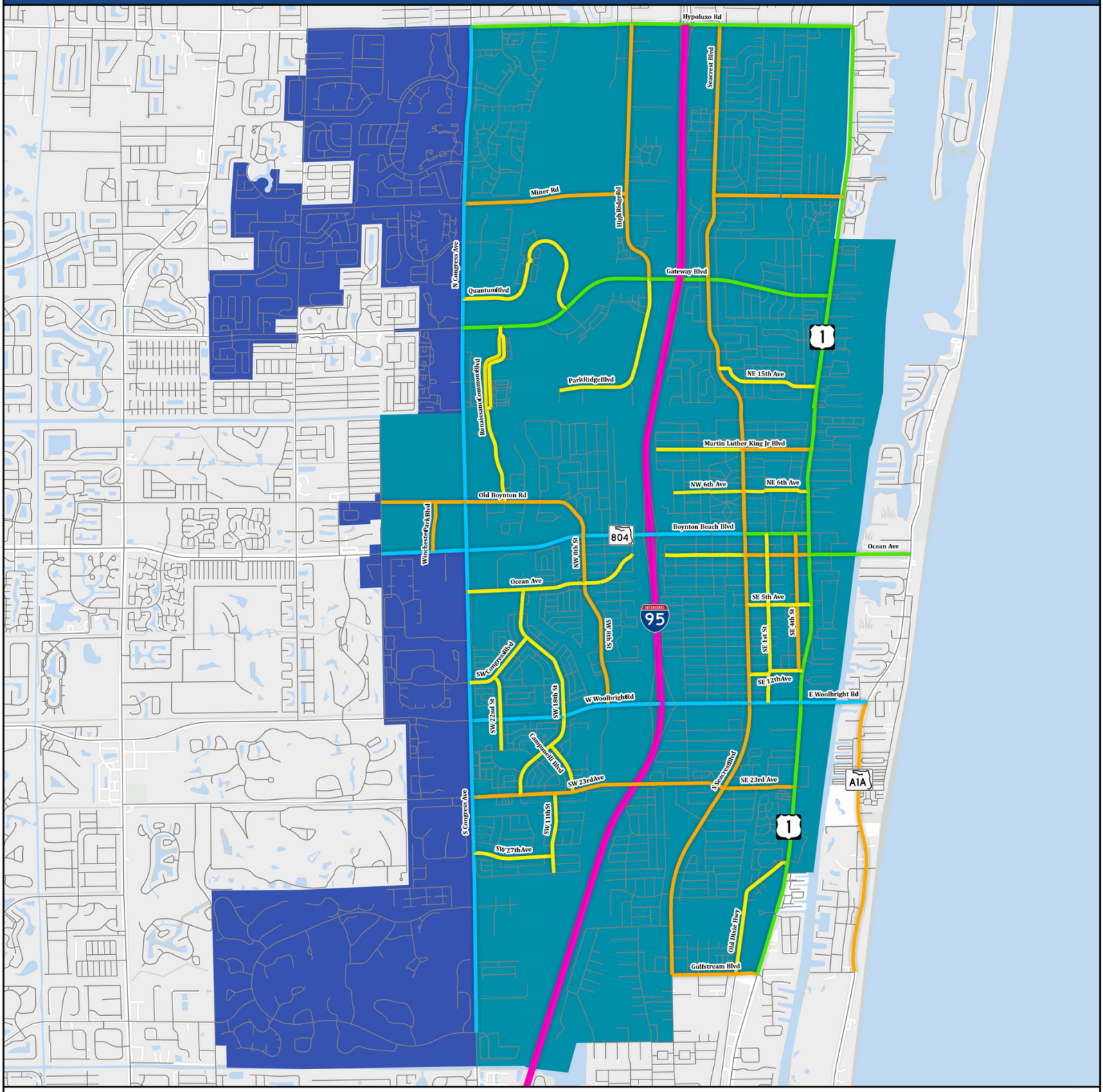
MAP C

Mobility Study Area

City of Boynton Beach Updated Mobility Plan Projects

Mobility Study Area & Road Network



- Interstate
- Principle Arterial
- Minor Arterial
- Major Collector
- Minor Collector
- Mobility Study Area
- City of Boynton Beach Outside of Mobility Study Area
- City of Boynton Beach (Legend Only)

0 0.25 0.5 1 Miles

N

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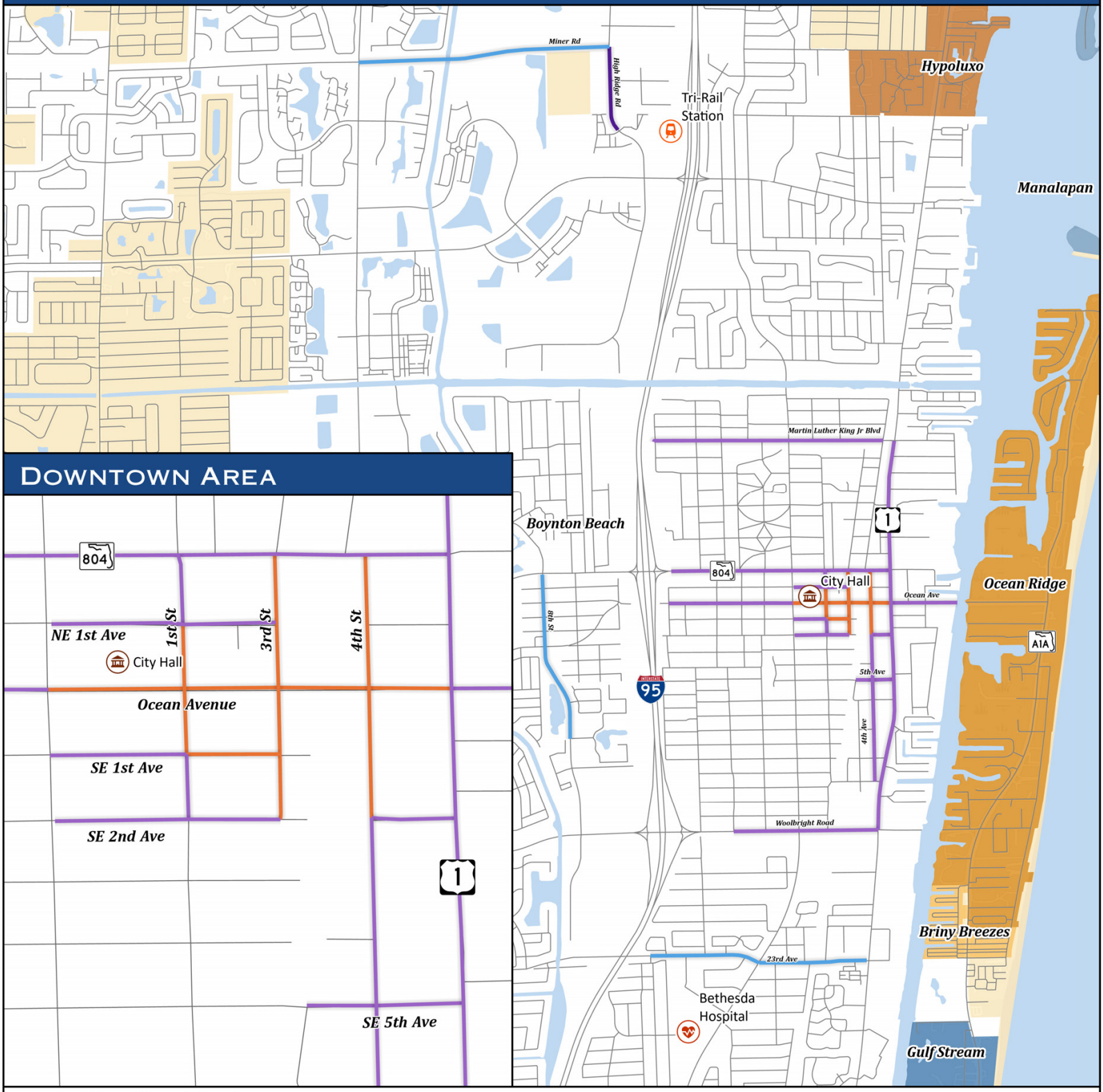
MAP D

Streets Plan

City of Boynton Beach Updated Mobility Plan Projects

Streets Plan



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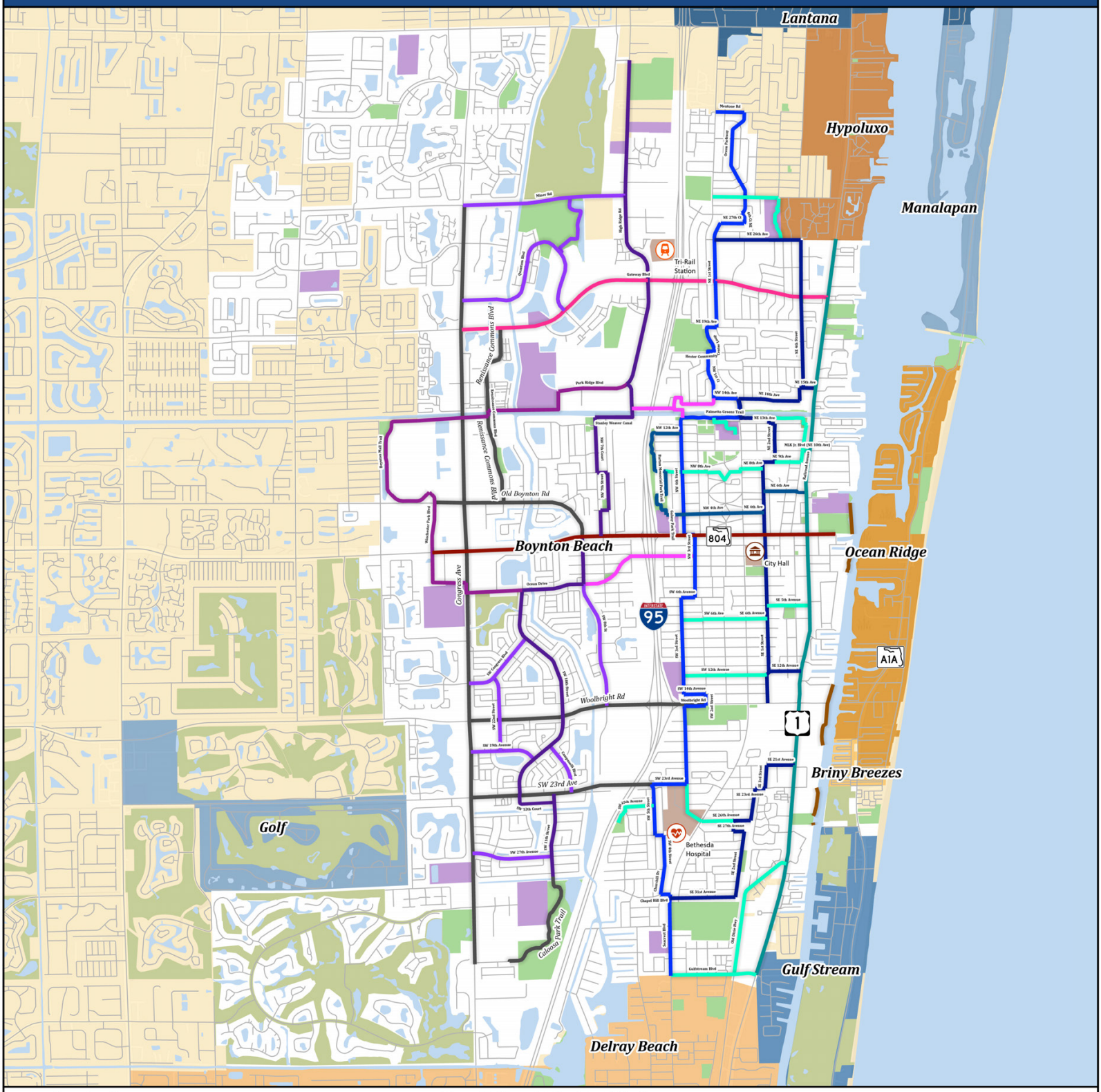
MAP E

Multimodal Corridors Plan

City of Boynton Beach Updated Mobility Plan Projects

Multimodal Corridors Plan



- Boardwalk
- Major Multimodal Corridor (BB)
- Major Multimodal Corridor (East)
- Major Multimodal Corridor (Galaxy)
- Major Multimodal Corridor (Gateway Blvd)
- Major Multimodal Corridor (US 1)
- Major Multimodal Corridor (West)
- Minor Multimodal Corridor (East)
- Minor Multimodal Corridor (West)
- Multimodal Corridor Evaluation
- Principal Multimodal Corridor (East)
- Principal Multimodal Corridor (West)
- Existing County Multimodal
- City of Boynton Beach (Legend Only)
- Unincorporated Palm Beach County

0 0.25 0.5 1 Miles

N

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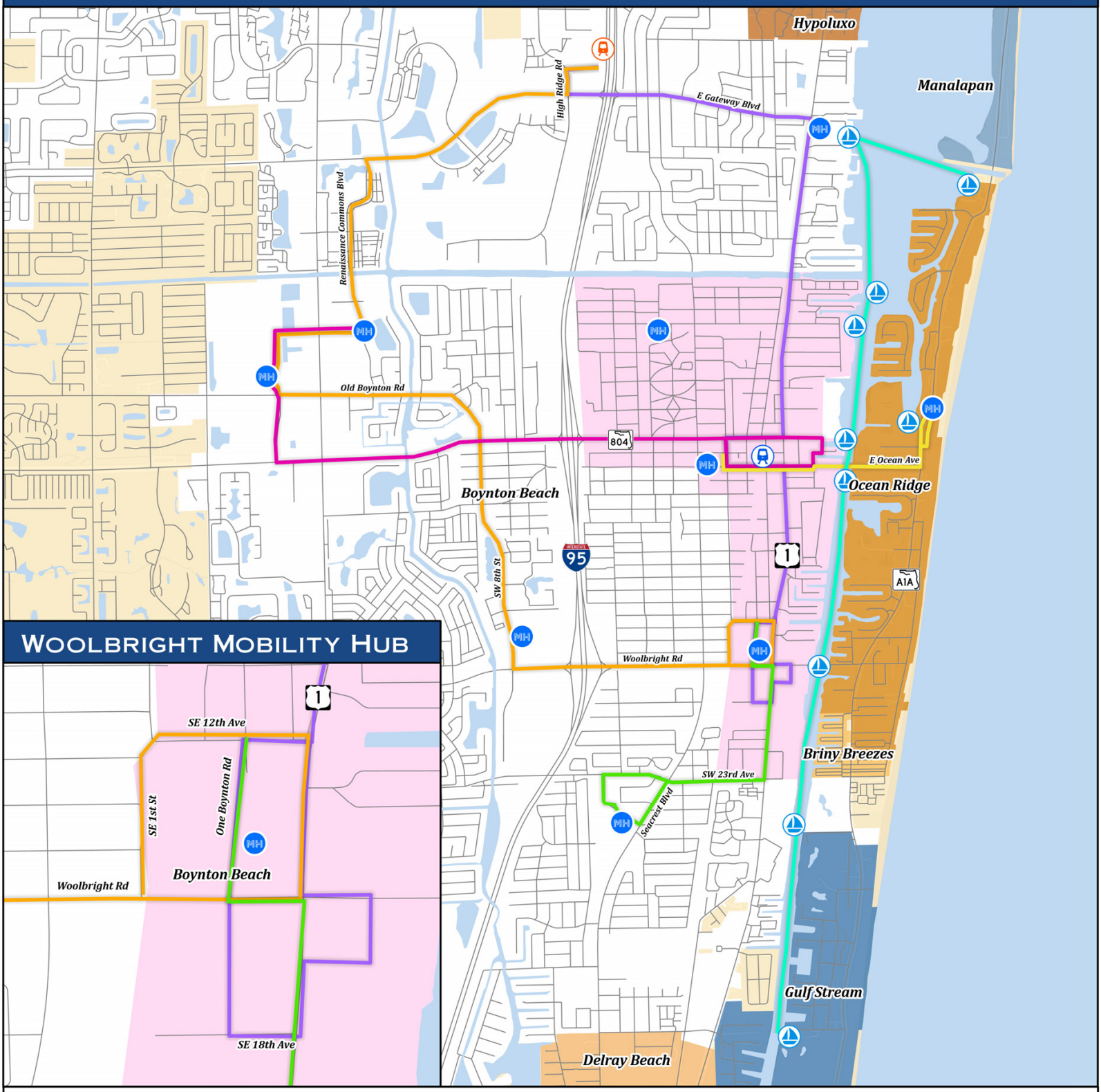
MAP F

Transit Plan

City of Boynton Beach Updated Mobility Plan Projects
Transit Plan



Woolbright Mobility Hub

- Downtown to Beach
- Boynton Water Taxi
- Circulator East
- Circulator West
- Downtown to Mall
- Woolbright to Hospital District
- Water Taxi
- Mobility Hub
- Rail Hub (Existing)
- Rail Hub (Future)
- On Demand Transit Area
- City of Boynton Beach (Legend Only)
- Unincorporated Palm Beach County

0 0.17 0.35 0.7 Miles

N

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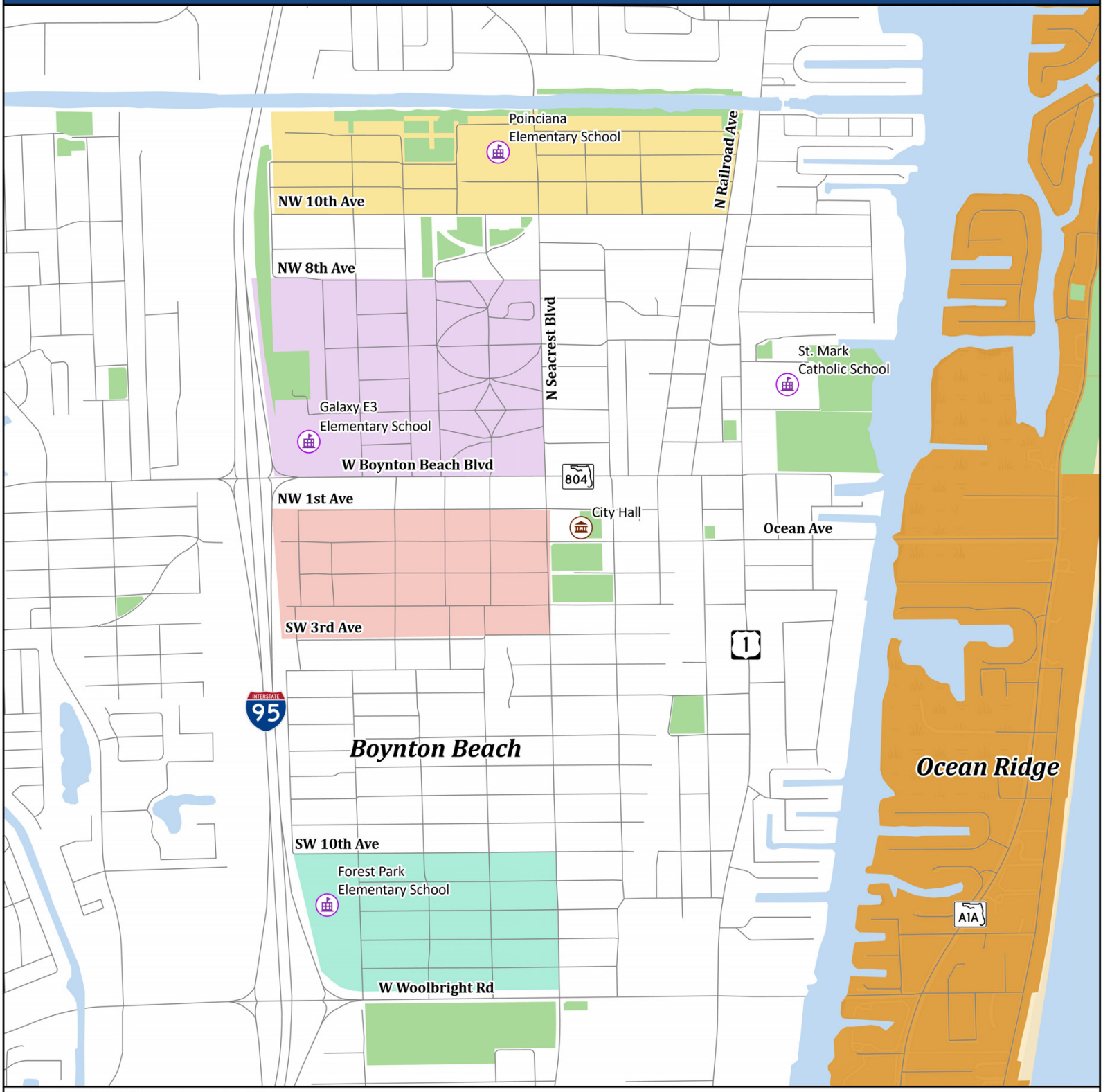
MAP G

Low Speed Streets
Pilot Program

City of Boynton Beach Updated Mobility Plan Projects
Low Speed Streets Plan



- Forest Park Elementary School Area
- Galaxy E3 Elementary School Area
- Neighborhood Low Speed Street Area
- Poinciana Elementary School Area
- Unincorporated Palm Beach County
- Parks / Greenspace

0 0.13 0.25 0.5 Miles

N

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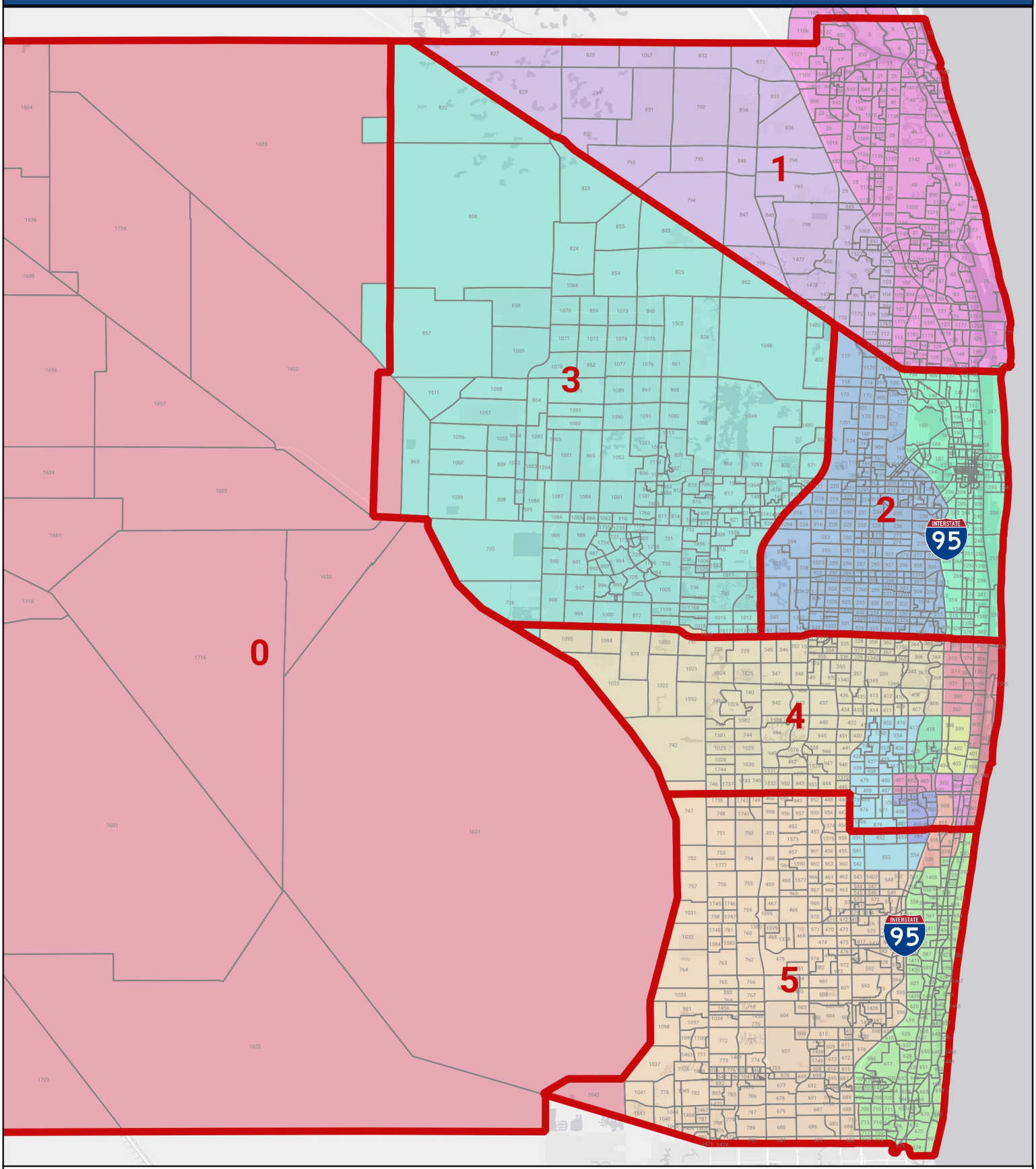
MAP H

Origin & Destination Evaluation: County Road Impact Fee Zones

ORIGIN & DESTINATION EVALUATION:

COUNTY ROAD IMPACT FEE ZONES

(Using Traffic Analysis Zones from SERPM 8.541)



Select Districts

TAZ

PBC RIF Zones

0 1.5 3 mi

N

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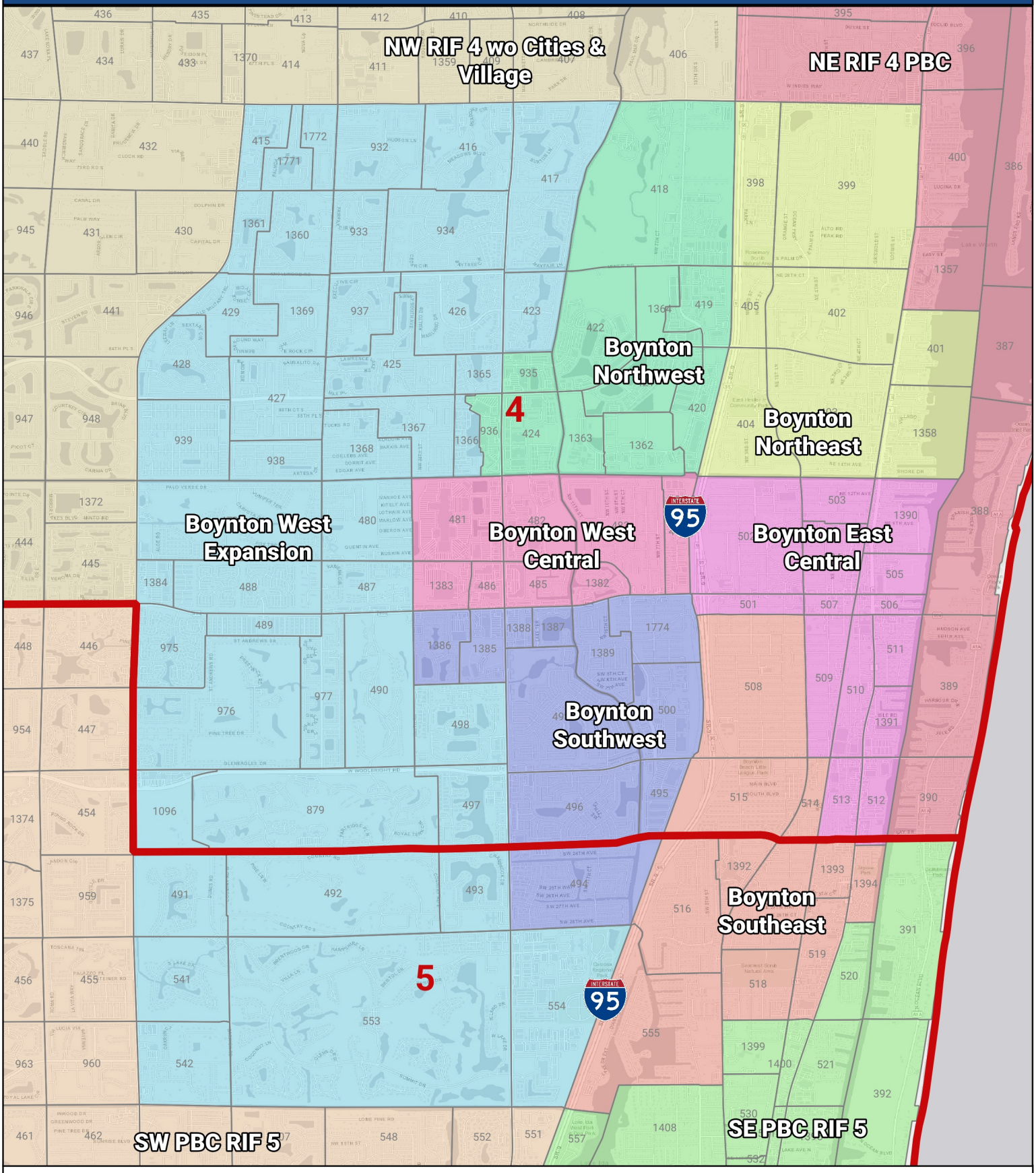
MAP I

Origin & Destination Evaluation: Mobility Study Areas

ORIGIN & DESTINATION EVALUATION:

MOBILITY STUDY AREA

(Using Traffic Analysis Zones from SERPM 8.541)



Select Districts

TAZ

PBC RIF Zones

0 0.25 0.5 mi

N

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City of Boynton Beach

Appendices

January 2025

APPENDICES

Appendix A.	Florida Commerce Transportation Planning Guidance
Appendix B.	Laws of Florida HB 479 (Chapter 2024 – 266)
Appendix C.	Impact Fee Act (Florida Statute Section 163.31801)
Appendix D.	Traffic Characteristics Data
Appendix E.	2022 National Household Travel Survey Data
Appendix F.	Streets Plan
Appendix G1.	Multimodal Corridors Plan
Appendix G2.	Multimodal Corridors Plan Detail: East
Appendix G3.	Multimodal Corridors Plan Detail: West
Appendix H.	Transit Plan
Appendix I.	Mobility Plan Programs
Appendix J.	FDOT Generalized Tables
Appendix K.	Planning Level Cost (PLC) & Planning Level Capacities (PLC)
Appendix L1.	County Road Impact Fee Collections from Boynton Beach (2014 to 2023)
Appendix L2.	County Road Impact Fee Collections from Boynton Beach (2003 to 2013)
Appendix M.	Trip Generation
Appendix N.	Person Travel Demand per Use (PTDu)
Appendix O.	2022 National Household Travel Survey Data: Trip Purpose
Appendix P.	Palm Beach County: Household Travel
Appendix Q.	Interstate 95 Ramp Volumes
Appendix R.	Mobility Fee Schedule
Appendix S.	Residential Square Footage & Bedrooms
Appendix T.	Bedrooms & Household Vehicles
Appendix U.	2022 National Household Travel Survey: Household Vehicles
Appendix V.	Downtown Development Inventory (Recently Built & Under Review)
Appendix W.	Downtown Development Parking Inventory (Recently Built & Under Review)
Appendix X.	Origin & Destination Evaluation
Appendix Y.	Comparison of Mobility Fees with County Road Impact Fees
Appendix Z.	Multimodal Characteristics Inventory

APPENDIX A

Florida Commerce
Transportation Planning Guidance

Transportation Planning

Community Planning

Community Planning Table of Contents

- Areas of Critical State Concern Program
- Accessing Comprehensive Plans and Plan Amendments (Florida Papers)
- ORC Reports and Notices of Intent
- Property Rights Element
- Evaluation and Appraisal Review of the Comprehensive Plan
- General Information About Developments of Regional Impact and Florida Quality Developments
- Developments of Regional Impact Repository
- List of Local Governments Qualifying as Dense Urban Land Areas
- Revitalization of Expired Homeowners Association Declarations and Covenants

Community Planning Staff Directory (Alphabetical)

- Community Planning Review Team Assignments

Community Services

Community Development Block Grants

Community Partnerships

Broadband

Rural Community Programs

Special Districts

Homeowner Assistance

Transportation Element

Section 163.3177(6)(b), Florida Statutes, establishes the requirements for transportation and mobility planning in local government comprehensive plans. Comprehensive plans must focus on providing a multimodal transportation system that emphasizes public transportation systems, where feasible, and encourages economic development through flexible transportation and mobility options for Florida communities. Links to transportation planning related issues and organizations are included below to help provide additional information on transportation mobility planning in Florida.

Multimodal Transportation

A multimodal transportation system recognizes the importance of providing mobility options through a variety of integrated travel modes, such as by bus or rail transit, bicycle, automobile, or foot. A well-designed multimodal transportation network minimizes impacts to the environment and enhances the livability of neighborhoods by increasing transportation options, expanding access, and increasing connectivity between destinations.

A well-designed and efficient transportation network can help create a sustainable development pattern that contributes to the community's prosperity, enhances transportation efficiency by minimizing vehicle trips and contributes to a healthier environment by reducing air pollution and greenhouse gas emissions.

The Transportation Element of a local government's comprehensive plan should contain policies that will create a well-connected multi-modal transportation network; support increased residential densities and commercial intensity; help walking become more practical for short trips; support bicycling for both short- and long-distance trips; improve transit to serve frequented destinations; conserve energy resources; reduce greenhouse gas emissions and air pollution; while maintaining vehicular access and circulation. Key multimodal transportation strategies can include the following:

- Create an interconnecting grid network of streets, connectors, arterials and sidewalks that provide a complete and accessible transportation network;
- Establish land use patterns that support a mixture of residential, commercial and retail uses, and dense populations and urban intensities, so that transit service may be provided more efficiently and economically;
- Increase the viability of pedestrian and bicycle travel;
- Integrate land use and transportation planning to create communities that provide transportation choice; and,
- Accommodate the flow of freight throughout the state so that the economy can continue to grow.

Other multimodal transportation planning efforts, such as transit-oriented developments, defined in section 163.3164(46), Florida Statutes, are being developed and planned by the Cities of Boca Raton, Clearwater, Gainesville, Jacksonville, Miami, Tampa and West Palm Beach, and in Broward, Miami-Dade, Palm Beach and Pinellas Counties and other locations. Below are a several examples of successful multimodal transportation planning efforts in Florida:

- **Alachua County, Department of Growth Management, Transportation Planning** - Alachua County's Mobility Plan includes transit-oriented development and multimodal transportation planning as one of several methods being implemented to provide mobility options.
- **City of Gainesville Comprehensive Planning** - The City of Gainesville comprehensive plan includes six mixed-use categories and eight Special Area Plans based on Traditional Neighborhood Development standards and an established Urban Infill and Redevelopment Area.

Complete Streets

Complete Streets is a transportation strategy to develop an integrated, connected networks of streets that are safe and accessible for all users, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities. According to Smart Growth America and the National Complete Streets Coalition, *Complete Streets* make active transportation such as walking and bicycling convenient, provide increased access to employment centers, commerce, and educational institutions, and allow greater choice in travel.

In Florida, complete streets are *context-sensitive*. For example, a street considered complete for use within a dense urban area would look and function very differently from one located in a rural area, and a complete suburban street would look and function differently from both the urban and rural complete streets. One way to think about what elements are necessary to create a complete street is to determine its context within the community and based upon that context, match the design and operation of that street with the direction and guidance provided in the local government's comprehensive plan.

As an example, some communities use an Urban-Rural Transect (or simply *Transect*) to assign portions of their community into approximately five or six "context zones" based on the degree of development intensity desired and geographic location, ranging from very low intensity rural context zones to more intense urban context zones. For each context zone, the community establishes a context in terms of appropriate public facility design, urban design, general spatial form, and appropriate street types.

This approach allows the local government to determine, in its comprehensive plan or other public planning document, which portions of the community fit within which context zone, and to provide guidance within the comprehensive plan as to what mobility functions (such as walking, biking, transit use) are most important in that context zone, and what design features and operational characteristics are appropriate for streets in that location.

Several examples of communities have initiated complete streets planning in Florida. Here are a few excellent examples:

- Model Design Manual for Living Streets - Los Angeles County, 2011
- Deerfield Beach Complete Street Guidelines
- Ft. Lauderdale Complete Streets

Transportation Concurrency

In accordance with the Community Planning Act, local governments may establish a system that assesses landowners the costs of maintaining specified levels of service for components of the local government's transportation system when the projected impacts of their development would adversely impact the system. This system, known as a concurrency management system, must be based on the local government's comprehensive plan. Specifically, the local government comprehensive plan must provide the principles, guidelines, standards, and strategies, including adopted levels of service, to guide the application of its transportation concurrency management system.

Prior to June 2, 2011, transportation concurrency was mandatory for local governments. Now that transportation concurrency is optional, if a local government chooses, it may eliminate the transportation concurrency provisions from its comprehensive plan and is encouraged to adopt a mobility fee based plan in its place (see below). Adoption of a mobility fee based plan must be accomplished by a plan amendment that follows the Expedited State Review Process. A plan amendment to eliminate transportation concurrency is not subject to state review.

It is important to point out that whether or not a local government chooses to use a transportation concurrency system, it is required to retain level of service standards for its roadways for purposes of capital improvement planning. The standards must be appropriate and based on professionally accepted studies, and the capital improvements that are necessary to meet the adopted levels of service standards must be included in the five-year schedule of capital improvements. Additionally, all local governments, whether implementing transportation concurrency or not, must adhere to the transportation planning requirements of section 163.3177(6)(b), Florida Statutes.

Mobility Fee Based Plans

If a local government elects to repeal transportation concurrency, it is encouraged to adopt an alternative mobility funding system that uses one or more of the tools and techniques identified in section 163.3180(5)(f), Florida Statutes:

- Adoption of long-term strategies to facilitate development patterns that support multimodal solutions, including urban design, appropriate land use mixes, intensity and density.
- Adoption of an area wide level of service not dependent on any single road segment function.
- Exempting or discounting impacts of locally desired development.
- Assigning secondary priority to vehicle mobility and primary priority to ensuring a safe, comfortable, and attractive pedestrian environment with convenient interconnection to transit.
- Establishing multimodal level of service standards that rely primarily on non-vehicular modes of transportation where existing or planned community design will provide adequate a level of mobility.
- Reducing impact fees or local access fees to promote development within urban areas, multimodal transportation districts, and a balance of mixed-use development in certain areas or districts, or for affordable or workforce housing.

Requirements for Transportation Concurrency

If a local government elects to use transportation concurrency, it must adhere to the following concurrency requirements in section 163.3180(5), Florida Statutes:

- Include principles, guidelines, standards, and strategies, including adopted levels of service, to guide the application of concurrency to transportation.
- Use professionally accepted studies to evaluate the appropriate levels of service.
- Adopt appropriate amendments to the capital improvements element of the comprehensive plan consistent with the requirements of section 163.3177(3), Florida Statutes.
- Allow for proportionate share contributions to mitigate transportation impacts for all developments, including developments of regional impact (DRIs), consistent with section 163.3180(5)(h), Florida Statutes.
- Consult with the Florida Department of Transportation when proposed amendments affect the Strategic Intermodal System.
- Exempt public transit facilities from concurrency.

In addition, local governments are encouraged to develop tools and techniques to complement the application of transportation concurrency consistent with section 163.3180(5)(f), Florida Statutes, and to coordinate with adjacent local governments for the purpose of using common methodologies for measuring impacts to transportation facilities.

Links

- Florida Department of Transportation - Florida Transportation Plan
- Model Regulations and Plan Amendments for Multimodal Transportation Districts
- Florida Metropolitan Planning Organizations
- Florida Department of Transportation - Forecasting and Trends Office
- Florida Scenic Highways
- Transportation Site Impact Handbook
- Florida Transit-Oriented Development
- A / Framework for Transit Oriented Development in Florida, published March 2011
- Florida Department of Transportation - Pedestrian and Bicycle Design
- Florida Department of Transportation, Public Transit Office
- Florida Safe Mobility for Life Coalition
- Florida Safe Mobility for Life Coalition's Aging in Place Checklist
- The Florida Greenbook
- Pasco County Mobility Fees

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https://www.floridajobs.org/community-planning-and-development/programs/community-planning-table-of-contents/transportation-planning

APPENDIX B

Laws of Florida HB 479
(Chapter 2024 – 266)

CHAPTER 2024-266

Committee Substitute for House Bill No. 479

An act relating to alternative mobility funding systems and impact fees; amending s. 163.3164, F.S.; providing definitions; amending s. 163.3180, F.S.; revising requirements relating to agreements to pay for or construct certain improvements; authorizing certain local governments to adopt an alternative transportation system that is mobility-plan and fee-based in certain circumstances; prohibiting an alternative transportation system from imposing responsibility for funding an existing transportation deficiency upon new development; requiring counties and municipalities to create and execute interlocal agreements if a developer is charged a fee for transportation impacts for a new development or redevelopment; providing requirements for such agreements; providing requirements for when such interlocal agreements are not executed by a specified date; authorizing a local government that issues the building permit to collect a fee for transportation impacts under certain circumstances unless otherwise agreed; amending s. 163.31801, F.S.; revising requirements for the calculation of impact fees by certain local governments and special districts; requiring local governments transitioning to alternative transportation systems to provide holders of impact fee credits with full benefit of intensity and density of prepaid credit balances as of a specified date in certain circumstances; amending s. 212.055, F.S.; conforming a cross-reference; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsections (32) through (52) of section 163.3164, Florida Statutes, are renumbered as subsections (34) through (54), respectively, and new subsections (32) and (33) are added to that section, to read:

163.3164 Community Planning Act; definitions.—As used in this act:

(32) "Mobility fee" means a local government fee schedule established by ordinance and based on the projects included in the local government's adopted mobility plan.

(33) "Mobility plan" means an alternative transportation system mobility study developed by using a plan-based methodology and adopted into a local government comprehensive plan that promotes a compact, mixed use, and interconnected development served by a multimodal transportation system in an area that is urban in character, or designated to be urban in character, as defined in s. 171.031.

Section 2. Paragraphs (h) and (i) of subsection (5) of section 163.3180, Florida Statutes, are amended, and paragraph (j) is added to that subsection, to read:

163.3180 Concurrency.—

(5)

(h)1. Local governments that continue to implement a transportation concurrency system, whether in the form adopted into the comprehensive plan before the effective date of the Community Planning Act, chapter 2011-139, Laws of Florida, or as subsequently modified, must:

a. Consult with the Department of Transportation when proposed plan amendments affect facilities on the strategic intermodal system.

b. Exempt public transit facilities from concurrency. For the purposes of this sub-subparagraph, public transit facilities include transit stations and terminals; transit station parking; park-and-ride lots; intermodal public transit connection or transfer facilities; fixed bus, guideway, and rail stations; and airport passenger terminals and concourses, air cargo facilities, and hangars for the assembly, manufacture, maintenance, or storage of aircraft. As used in this sub-subparagraph, the terms "terminals" and "transit facilities" do not include seaports or commercial or residential development constructed in conjunction with a public transit facility.

c. Allow an applicant for a development-of-regional-impact development order, development agreement, rezoning, or other land use development permit to satisfy the transportation concurrency requirements of the local comprehensive plan, the local government's concurrency management system, and s. 380.06, when applicable, if:

(I) The applicant in good faith offers to enter into a binding agreement to pay for or construct its proportionate share of required improvements in a manner consistent with this subsection. The agreement must provide that after an applicant makes its contribution or constructs its proportionate share pursuant to this sub-sub-subparagraph, the project shall be considered to have mitigated its transportation impacts and be allowed to proceed if the applicant has satisfied all other local government development requirements for the project.

(II) The proportionate-share contribution or construction is sufficient to accomplish one or more mobility improvements that will benefit a regionally significant transportation facility. A local government may accept contributions from multiple applicants for a planned improvement if it maintains contributions in a separate account designated for that purpose. A local government may not prevent a single applicant from proceeding after the applicant has satisfied its proportionate-share requirement if the applicant has satisfied all other local government development requirements for the project.

d. Provide the basis upon which the landowners will be assessed a proportionate share of the cost addressing the transportation impacts resulting from a proposed development.

CODING: Words stricken are deletions; words underlined are additions.

2. An applicant shall not be held responsible for the additional cost of reducing or eliminating deficiencies. When an applicant contributes or constructs its proportionate share pursuant to this paragraph, a local government may not require payment or construction of transportation facilities whose costs would be greater than a development's proportionate share of the improvements necessary to mitigate the development's impacts.

a. The proportionate-share contribution shall be calculated based upon the number of trips from the proposed development expected to reach roadways during the peak hour from the stage or phase being approved, divided by the change in the peak hour maximum service volume of roadways resulting from construction of an improvement necessary to maintain or achieve the adopted level of service, multiplied by the construction cost, at the time of development payment, of the improvement necessary to maintain or achieve the adopted level of service.

b. In using the proportionate-share formula provided in this subparagraph, the applicant, in its traffic analysis, shall identify those roads or facilities that have a transportation deficiency in accordance with the transportation deficiency as defined in subparagraph 4. The proportionate-share formula provided in this subparagraph shall be applied only to those facilities that are determined to be significantly impacted by the project traffic under review. If any road is determined to be transportation deficient without the project traffic under review, the costs of correcting that deficiency shall be removed from the project's proportionate-share calculation and the necessary transportation improvements to correct that deficiency shall be considered to be in place for purposes of the proportionate-share calculation. The improvement necessary to correct the transportation deficiency is the funding responsibility of the entity that has maintenance responsibility for the facility. The development's proportionate share shall be calculated only for the needed transportation improvements that are greater than the identified deficiency.

c. When the provisions of subparagraph 1. and this subparagraph have been satisfied for a particular stage or phase of development, all transportation impacts from that stage or phase for which mitigation was required and provided shall be deemed fully mitigated in any transportation analysis for a subsequent stage or phase of development. Trips from a previous stage or phase that did not result in impacts for which mitigation was required or provided may be cumulatively analyzed with trips from a subsequent stage or phase to determine whether an impact requires mitigation for the subsequent stage or phase.

d. In projecting the number of trips to be generated by the development under review, any trips assigned to a toll-financed facility shall be eliminated from the analysis.

e. The applicant shall receive a credit on a dollar-for-dollar basis for impact fees, mobility fees, and other transportation concurrency mitigation requirements paid or payable in the future for the project. The credit shall be

reduced up to 20 percent by the percentage share that the project's traffic represents of the added capacity of the selected improvement, or by the amount specified by local ordinance, whichever yields the greater credit.

3. This subsection does not require a local government to approve a development that, for reasons other than transportation impacts, is not qualified for approval pursuant to the applicable local comprehensive plan and land development regulations.

4. As used in this subsection, the term "transportation deficiency" means a facility or facilities on which the adopted level-of-service standard is exceeded by the existing, committed, and vested trips, plus additional projected background trips from any source other than the development project under review, and trips that are forecast by established traffic standards, including traffic modeling, consistent with the University of Florida's Bureau of Economic and Business Research medium population projections. Additional projected background trips are to be coincident with the particular stage or phase of development under review.

(i) If a local government elects to repeal transportation concurrency, the local government may ~~it is encouraged to~~ adopt an alternative transportation system that is mobility-plan and fee-based or an alternative transportation system that is not mobility-plan and fee-based. The local government ~~mobility funding system that uses one or more of the tools and techniques identified in paragraph (f). Any alternative mobility funding system adopted~~ may not use an alternative transportation system ~~be used~~ to deny, time, or phase an application for site plan approval, plat approval, final subdivision approval, building permits, or the functional equivalent of such approvals provided that the developer agrees to pay for the development's identified transportation impacts via the funding mechanism implemented by the local government. The revenue from the funding mechanism used in the alternative transportation system must be used to implement the needs of the local government's plan which serves as the basis for the fee imposed. An alternative transportation ~~A mobility fee-based funding~~ system must comply with s. 163.31801 governing impact fees. An alternative transportation system may not impose ~~that is not mobility fee-based shall not be applied in a manner that imposes~~ upon new development any responsibility for funding an existing transportation deficiency as defined in paragraph (h).

(j)1. If a county and municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts.

2. The interlocal agreement must, at a minimum:

a. Ensure that any new development or redevelopment is not charged twice for the same transportation capacity impacts.

b. Establish a plan-based methodology for determining the legally permissible fee to be charged to a new development or redevelopment.

c. Require the county or municipality issuing the building permit to collect the fee, unless agreed to otherwise.

d. Provide a method for the proportionate distribution of the revenue collected by the county or municipality to address the transportation capacity impacts of a new development or redevelopment, or provide a method of assigning responsibility for the mitigation of the transportation capacity impacts belonging to the county and the municipality.

3. By October 1, 2025, if an interlocal agreement is not executed pursuant to this paragraph:

a. The fee charged to a new development or redevelopment shall be based on the transportation capacity impacts apportioned to the county and municipality as identified in the developer's traffic impact study or the mobility plan adopted by the county or municipality.

b. The developer shall receive a 10 percent reduction in the total fee calculated pursuant to sub-subparagraph a.

c. The county or municipality issuing the building permit must collect the fee charged pursuant to sub-subparagraphs a. and b. and distribute the proceeds of such fee to the county and municipality within 60 days after the developer's payment.

4. This paragraph does not apply to:

a. A county as defined in s. 125.011(1).

b. A county or municipality that has entered into, or otherwise updated, an existing interlocal agreement, as of October 1, 2024, to coordinate the mitigation of transportation impacts. However, if such existing interlocal agreement is terminated, the affected county and municipality that have entered into the agreement shall be subject to the requirements of this paragraph unless the county and municipality mutually agree to extend the existing interlocal agreement before the expiration of the agreement.

Section 3. Paragraph (a) of subsection (4), paragraph (a) of subsection (5), and subsection (7) of section 163.31801, Florida Statutes, are amended to read:

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:

(a) Ensure that the calculation of the impact fee is based on a study using the most recent and localized data available within 4 years of the current impact fee update. The new study must be adopted by the local government within 12 months of the initiation of the new impact fee study if the local government increases the impact fee.

(5)(a) Notwithstanding any charter provision, comprehensive plan policy, ordinance, development order, development permit, or resolution, the local government or special district that requires any improvement or contribution must credit against the collection of the impact fee any contribution, whether identified in a development order, proportionate share agreement, or any ~~other~~ form of exaction, related to public facilities or infrastructure, including monetary contributions, land dedication, site planning and design, or construction. Any contribution must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made.

(7) If an impact fee is increased, the holder of any impact fee credits, whether such credits are granted under s. 163.3180, s. 380.06, or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established. If a local government adopts an alternative transportation system pursuant to s. 163.3180(5)(i), the holder of any transportation or road impact fee credits granted under s. 163.3180 or s. 380.06 or otherwise that were in existence before the adoption of the alternative transportation system is entitled to the full benefit of the intensity and density prepaid by the credit balance as of the date the alternative transportation system was first established.

Section 4. Paragraph (d) of subsection (2) of section 212.055, Florida Statutes, is amended to read:

212.055 Discretionary sales surtaxes; legislative intent; authorization and use of proceeds.—It is the legislative intent that any authorization for imposition of a discretionary sales surtax shall be published in the Florida Statutes as a subsection of this section, irrespective of the duration of the levy. Each enactment shall specify the types of counties authorized to levy; the rate or rates which may be imposed; the maximum length of time the surtax may be imposed, if any; the procedure which must be followed to secure voter approval, if required; the purpose for which the proceeds may be expended; and such other requirements as the Legislature may provide. Taxable transactions and administrative procedures shall be as provided in s. 212.054.

(2) LOCAL GOVERNMENT INFRASTRUCTURE SURTAX.—

(d) The proceeds of the surtax authorized by this subsection and any accrued interest shall be expended by the school district, within the county and municipalities within the county, or, in the case of a negotiated joint

county agreement, within another county, to finance, plan, and construct infrastructure; to acquire any interest in land for public recreation, conservation, or protection of natural resources or to prevent or satisfy private property rights claims resulting from limitations imposed by the designation of an area of critical state concern; to provide loans, grants, or rebates to residential or commercial property owners who make energy efficiency improvements to their residential or commercial property, if a local government ordinance authorizing such use is approved by referendum; or to finance the closure of county-owned or municipally owned solid waste landfills that have been closed or are required to be closed by order of the Department of Environmental Protection. Any use of the proceeds or interest for purposes of landfill closure before July 1, 1993, is ratified. The proceeds and any interest may not be used for the operational expenses of infrastructure, except that a county that has a population of fewer than 75,000 and that is required to close a landfill may use the proceeds or interest for long-term maintenance costs associated with landfill closure. Counties, as defined in s. 125.011, and charter counties may, in addition, use the proceeds or interest to retire or service indebtedness incurred for bonds issued before July 1, 1987, for infrastructure purposes, and for bonds subsequently issued to refund such bonds. Any use of the proceeds or interest for purposes of retiring or servicing indebtedness incurred for refunding bonds before July 1, 1999, is ratified.

1. For the purposes of this paragraph, the term "infrastructure" means:

a. Any fixed capital expenditure or fixed capital outlay associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of 5 or more years, any related land acquisition, land improvement, design, and engineering costs, and all other professional and related costs required to bring the public facilities into service. For purposes of this sub-subparagraph, the term "public facilities" means facilities as defined in s. 163.3164(41) ~~s. 163.3164(39)~~, s. 163.3221(13), or s. 189.012(5), and includes facilities that are necessary to carry out governmental purposes, including, but not limited to, fire stations, general governmental office buildings, and animal shelters, regardless of whether the facilities are owned by the local taxing authority or another governmental entity.

b. A fire department vehicle, an emergency medical service vehicle, a sheriff's office vehicle, a police department vehicle, or any other vehicle, and the equipment necessary to outfit the vehicle for its official use or equipment that has a life expectancy of at least 5 years.

c. Any expenditure for the construction, lease, or maintenance of, or provision of utilities or security for, facilities, as defined in s. 29.008.

d. Any fixed capital expenditure or fixed capital outlay associated with the improvement of private facilities that have a life expectancy of 5 or more years and that the owner agrees to make available for use on a temporary basis as needed by a local government as a public emergency shelter or a staging area for emergency response equipment during an emergency

officially declared by the state or by the local government under s. 252.38. Such improvements are limited to those necessary to comply with current standards for public emergency evacuation shelters. The owner must enter into a written contract with the local government providing the improvement funding to make the private facility available to the public for purposes of emergency shelter at no cost to the local government for a minimum of 10 years after completion of the improvement, with the provision that the obligation will transfer to any subsequent owner until the end of the minimum period.

e. Any land acquisition expenditure for a residential housing project in which at least 30 percent of the units are affordable to individuals or families whose total annual household income does not exceed 120 percent of the area median income adjusted for household size, if the land is owned by a local government or by a special district that enters into a written agreement with the local government to provide such housing. The local government or special district may enter into a ground lease with a public or private person or entity for nominal or other consideration for the construction of the residential housing project on land acquired pursuant to this sub-subparagraph.

f. Instructional technology used solely in a school district's classrooms. As used in this sub-subparagraph, the term "instructional technology" means an interactive device that assists a teacher in instructing a class or a group of students and includes the necessary hardware and software to operate the interactive device. The term also includes support systems in which an interactive device may mount and is not required to be affixed to the facilities.

2. For the purposes of this paragraph, the term "energy efficiency improvement" means any energy conservation and efficiency improvement that reduces consumption through conservation or a more efficient use of electricity, natural gas, propane, or other forms of energy on the property, including, but not limited to, air sealing; installation of insulation; installation of energy-efficient heating, cooling, or ventilation systems; installation of solar panels; building modifications to increase the use of daylight or shade; replacement of windows; installation of energy controls or energy recovery systems; installation of electric vehicle charging equipment; installation of systems for natural gas fuel as defined in s. 206.9951; and installation of efficient lighting equipment.

3. Notwithstanding any other provision of this subsection, a local government infrastructure surtax imposed or extended after July 1, 1998, may allocate up to 15 percent of the surtax proceeds for deposit into a trust fund within the county's accounts created for the purpose of funding economic development projects having a general public purpose of improving local economies, including the funding of operational costs and incentives related to economic development. The ballot statement must indicate the intention to make an allocation under the authority of this subparagraph.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

Section 5. This act shall take effect October 1, 2024.

Approved by the Governor June 25, 2024.

Filed in Office Secretary of State June 25, 2024.

APPENDIX C

Impact Fee Act
(Florida Statute Section 163.31801)

Title XI COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS

Chapter 163 INTERGOVERNMENTAL PROGRAMS

SECTION 31801 Impact fees; short title; intent; minimum requirements; audits; challenges.

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(1) This section may be cited as the “Florida Impact Fee Act.”

(2) The Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth. The Legislature further finds that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction. Due to the growth of impact fee collections and local governments’ reliance on impact fees, it is the intent of the Legislature to ensure that, when a county or municipality adopts an impact fee by ordinance or a special district adopts an impact fee by resolution, the governing authority complies with this section.

(3) For purposes of this section, the term:

(a) “Infrastructure” means a fixed capital expenditure or fixed capital outlay, excluding the cost of repairs or maintenance, associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of at least 5 years; related land acquisition, land improvement, design, engineering, and permitting costs; and other related construction costs required to bring the public facility into service. The term also includes a fire department vehicle, an emergency medical service vehicle, a sheriff’s office vehicle, a police department vehicle, a school bus as defined in s. 1006.25, and the equipment necessary to outfit the vehicle or bus for its official use. For independent special fire control districts, the term includes new facilities as defined in s. 191.009(4).

(b) “Public facilities” has the same meaning as in s. 163.3164 and includes emergency medical, fire, and law enforcement facilities.

(4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:

(a) Ensure that the calculation of the impact fee is based on a study using the most recent and localized data available within 4 years of the current impact fee update. The new study must be adopted by the local government within 12 months of the initiation of the new impact fee study if the local government increases the impact fee.

(b) Provide for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund.

(c) Limit administrative charges for the collection of impact fees to actual costs.

(d) Provide notice at least 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A local government is not required to wait 90 days to decrease, suspend, or eliminate an impact fee. Unless the result is to reduce the total mitigation costs or impact fees imposed on an applicant, new or increased impact fees may not apply to current or pending permit applications submitted before the effective date of a new or increased impact fee.

(e) Ensure that collection of the impact fee may not be required to occur earlier than the date of issuance of the building permit for the property that is subject to the fee.

(f) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.

(g) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction.

(h) Specifically earmark funds collected under the impact fee for use in acquiring, constructing, or improving capital facilities to benefit new users.

(i) Ensure that revenues generated by the impact fee are not used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or nonresidential construction.

(5)(a) Notwithstanding any charter provision, comprehensive plan policy, ordinance, development order, development permit, or resolution, the local government or special district that requires any improvement or contribution must credit against the collection of the impact fee any contribution, whether identified in a development order, proportionate share agreement, or any form of exaction related to public facilities or infrastructure, including monetary contributions, land dedication, site planning and design, or construction. Any contribution must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made.

(b) If a local government or special district does not charge and collect an impact fee for the general category or class of public facilities or infrastructure contributed, a credit may not be applied under paragraph (a).

(6) A local government, school district, or special district may increase an impact fee only as provided in this subsection.

(a) An impact fee may be increased only pursuant to a plan for the imposition, collection, and use of the increased impact fees which complies with this section.

(b) An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.

(c) An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.

(d) An impact fee increase may not exceed 50 percent of the current impact fee rate.

(e) An impact fee may not be increased more than once every 4 years.

(f) An impact fee may not be increased retroactively for a previous or current fiscal or calendar year.

(g) A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations established under paragraph (b), paragraph (c), paragraph (d), or paragraph (e) by establishing the need for such increase in full compliance with the requirements of subsection (4), provided the following criteria are met:

1. A demonstrated-need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations.

2. The local government jurisdiction has held not less than two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).

3. The impact fee increase ordinance is approved by at least a two-thirds vote of the governing body.

(h) This subsection operates retroactively to January 1, 2021.

(7) If an impact fee is increased, the holder of any impact fee credits, whether such credits are granted under s. 163.3180, s. 380.06, or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established. If a local government adopts an alternative transportation system pursuant to s. 163.3180(5)(i), the holder of any transportation or road impact fee credits granted under s. 163.3180 or s. 380.06 or otherwise that were in existence before the adoption of the alternative transportation system is entitled to the full benefit of the intensity and density prepaid by the credit balance as of the date the alternative transportation system was first established.

(8) A local government, school district, or special district must submit with its annual financial report required under s. 218.32 or its financial audit report required under s. 218.39 a separate affidavit signed by its chief financial officer or, if there is no chief financial officer, its executive officer attesting, to the best of his or her knowledge, that all impact fees were collected and expended by the local government, school district, or special district, or were collected and expended on its behalf, in full compliance with the spending period provision in the local ordinance or resolution, and that funds expended from each impact fee account were used only to acquire, construct, or improve specific infrastructure needs.

(9) In any action challenging an impact fee or the government’s failure to provide required dollar-for-dollar credits for the payment of impact fees as provided in s. 163.3180(6)(h)2.b., the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee or credit meets the requirements of state legal precedent and this section. The court may not use a deferential standard for the benefit of the government.

(10) Impact fee credits are assignable and transferable at any time after establishment from one development or parcel to any other that is within the same impact fee zone or impact fee district or that is within an adjoining impact fee zone or impact fee district within the same local government jurisdiction and which receives benefits from the improvement or contribution that generated the credits. This subsection applies to all impact fee credits regardless of whether the credits were established before or after June 4, 2021.

(11) A county, municipality, or special district may provide an exception or waiver for an impact fee for the development or construction of housing that is affordable, as defined in s. 420.9071. If a county, municipality, or special district provides such an exception or waiver, it is not required to use any revenues to offset the impact.

(12) This section does not apply to water and sewer connection fees.

(13) In addition to the items that must be reported in the annual financial reports under s. 218.32, a local government, school district, or special district must report all of the following information on all impact fees charged:

(a) The specific purpose of the impact fee, including the specific infrastructure needs to be met, including, but not limited to, transportation, parks, water, sewer, and schools.

(b) The impact fee schedule policy describing the method of calculating impact fees, such as flat fees, tiered scales based on number of bedrooms, or tiered scales based on square footage.

(c) The amount assessed for each purpose and for each type of dwelling.

(d) The total amount of impact fees charged by type of dwelling.

(e) Each exception and waiver provided for construction or development of housing that is affordable.

History.—s. 9, ch. 2006-218; s. 1, ch. 2009-49; s. 5, ch. 2009-96; s. 5, ch. 2011-14; s. 1, ch. 2011-149; s. 1, ch. 2019-106; s. 5, ch. 2019-165; s. 5, ch. 2020-27; s. 1, ch. 2020-58; ss. 1, 2, ch. 2021-63; s. 3, ch. 2024-2

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APPENDIX D

Traffic Characteristics Data

APPENDIX D: TRAFFIC CHARACTERISTICS REPORT																					
LIMITS, CLASSIFICATION, OWNERSHIP								ROADWAY CHARACTERISTICS									AADT & VEHICLE MILES OF TRAVEL (VMT)				
STREET NAME	FROM STREET	TO STREET	FUNCTIONAL CLASSIFICATION	OWNERSHIP ENTITY	COMPLETE STREET CONTEXT CLASSIFICATION	WITHIN CITY LIMITS	LOCATION RELATIVE TO INTERSTATE 95 (EAST OR WEST)	NUMBER OF TRAVEL LANES	SPEED LIMIT	LENGTH (MILES)	LANE MILES	LOS STANDARD	AADT	DAILY CAPACITY	YEAR OF AADT COUNT	GROWTH FACTOR	2024 AADT	2024 VMT	2024 VMC	2045 AADT	2045 VMT
BOYNTON BCH BLVD (SR 804)	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR ARTERIAL	STATE	C5	YES	EAST	4	35	0.38	1.52	D	19,300	42,130	2023	1.54%	19,600	7,450	16,010	27,020	10,270
BOYNTON BCH BLVD (SR 804)	SEACREST BLVD	INTERSTATE 95	PRINCIPAL ARTERIAL	STATE	C4	YES	EAST	4	35	0.54	2.16	D	31,500	36,100	2023	1.54%	31,990	17,270	19,490	44,100	23,810
BOYNTON BCH BLVD (SR 804)	INTERSTATE 95	SW 8TH ST	PRINCIPAL ARTERIAL	STATE	C4	YES	WEST	6	35	0.40	2.40	D	52,000	56,800	2023	1.54%	52,800	21,120	22,720	72,780	29,110
BOYNTON BCH BLVD (SR 804)	SW 8TH ST	CONGRESS AVE	PRINCIPAL ARTERIAL	STATE	C3C	YES	WEST	6	40	0.69	4.14	D	37,000	59,900	2023	1.54%	37,570	25,920	41,330	51,790	35,740
BOYNTON BCH BLVD (SR 804)	CONGRESS AVE	WINCHESTER PARK BLVD	PRINCIPAL ARTERIAL	STATE	C3C	YES	WEST	6	40	0.19	1.14	D	43,500	59,900	2023	1.54%	44,170	8,390	11,380	60,880	11,570
BOYNTON BCH BLVD (SR 804)	WINCHESTER PARK BLVD	KNUTH RD	PRINCIPAL ARTERIAL	STATE	C3C	YES	WEST	6	45	0.30	1.80	D	43,500	59,900	2023	1.54%	44,170	13,250	17,970	60,880	18,260
CAMPANELLIE BLVD	SW 18TH STREET	SW 23RD AVENUE	MINOR COLLECTOR	CITY	C4	Yes	WEST	2	25	0.30	0.60	D	3,300	6,840	2023	1.54%	3,350	1,010	2,050	4,620	1,390
CONGRESS AVE	HYPOLUXO RD	MINER RD	PRINCIPAL ARTERIAL	COUNTY	C3C	YES	WEST	6	45	1.04	6.24	D	30,500	59,510	2023	1.54%	30,970	32,210	61,890	42,690	44,400
CONGRESS AVE	MINER RD	GATEWAY BLVD	PRINCIPAL ARTERIAL	COUNTY	C3C	YES	WEST	6	45	0.73	4.38	D	30,500	59,510	2023	1.54%	30,970	22,610	43,440	42,690	31,160
CONGRESS AVE	GATEWAY BLVD	OLD BOYNTON RD	PRINCIPAL ARTERIAL	COUNTY	C3C	YES	WEST	6	45	1.02	6.12	D	40,500	59,510	2023	1.54%	41,120	41,940	60,700	56,680	57,810
CONGRESS AVE	OLD BOYNTON RD	BOYNTON BCH BLVD (SR 804)	PRINCIPAL ARTERIAL	COUNTY	C3C	YES	WEST	6	45	0.28	1.68	D	39,500	59,510	2023	1.54%	40,110	11,230	16,660	55,290	15,480
CONGRESS AVE	BOYNTON BCH BLVD (SR 804)	WOOLBRIGHT RD	PRINCIPAL ARTERIAL	COUNTY	C3C	YES	WEST	6	45	1.00	6.00	D	33,500	59,510	2023	1.54%	34,020	34,020	59,510	46,890	46,890
CONGRESS AVE	WOOLBRIGHT RD	SW 23 AVE / GOLF RD	PRINCIPAL ARTERIAL	COUNTY	C3C	YES	WEST	6	45	0.45	2.70	D	39,500	59,510	2023	1.54%	40,110	18,050	26,780	55,290	24,880
CONGRESS AVE	SW 23 AVE / GOLF RD	SUMMIT DR	PRINCIPAL ARTERIAL	COUNTY	C3C	YES	WEST	6	45	1.38	8.28	D	39,000	59,510	2023	1.54%	39,600	54,650	82,120	54,590	75,330
FEDERAL HWY (US 1)	HYPOLUXO RD	MINER RD	MINOR ARTERIAL	STATE	C3C	NO	EAST	4	40	1.00	4.00	D	18,100	40,260	2023	1.54%	18,380	18,380	40,260	25,340	25,340
FEDERAL HWY (US 1)	MINER RD	GATEWAY BLVD	MINOR ARTERIAL	STATE	C3C	PARTIALLY	EAST	4	40	0.59	2.36	D	18,100	40,260	2023	1.54%	18,380	10,840	23,750	25,340	14,950
FEDERAL HWY (US 1)	GATEWAY BLVD	MLK JR BLVD (NE 10TH AVE)	MINOR ARTERIAL	STATE	C5	YES	EAST	4	35	0.91	3.64	D	18,100	42,130	2023	1.54%	18,380	16,730	38,340	25,340	23,060
FEDERAL HWY (US 1)	MLK JR BLVD (NE 10TH AVE)	BOYNTON BCH BLVD (SR 804)	MINOR ARTERIAL	STATE	C5	YES	EAST	4	35	0.50	2.00	D	18,100	42,130	2023	1.54%	18,380	9,190	21,070	25,340	12,670
FEDERAL HWY (US 1)	BOYNTON BCH BLVD (SR 804)	OCEAN AVE	MINOR ARTERIAL	STATE	C5	YES	EAST	4	35	0.12	0.48	D	22,500	42,130	2023	1.54%	22,850	2,740	5,060	31,500	3,780
FEDERAL HWY (US 1)	OCEAN AVE	WOOLBRIGHT RD	MINOR ARTERIAL	STATE	C5	YES	EAST	4	35	0.87	3.48	D	22,500	42,130	2023	1.54%	22,850	19,880	36,650	31,500	27,410
FEDERAL HWY (US 1)	WOOLBRIGHT RD	SE 23RD AVE	MINOR ARTERIAL	STATE	C5	YES	EAST	4	35	0.49	1.96	D	28,500	42,130	2023	1.54%	28,940	14,180	20,640	39,890	19,550
FEDERAL HWY (US 1)	SE 23RD AVE	OLD DIXIE HWY	MINOR ARTERIAL	STATE	C5	YES	EAST	4	35	0.45	1.80	D	28,500	42,130	2023	1.54%	28,940	13,020	18,960	39,890	17,950
FEDERAL HWY (US 1)	OLD DIXIE HWY	GULFSTREAM BLVD	MINOR ARTERIAL	STATE	C3C	YES	EAST	4	40	0.68	2.72	D	28,500	40,260	2023	1.54%	28,940	19,680	27,380	39,890	27,130
GATEWAY BLVD	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR ARTERIAL	CITY	C4	YES	EAST	3	30	0.72	2.16	D	28,000	26,400	2023	1.54%	28,430	20,470	19,010	39,190	28,220
GATEWAY BLVD	SEACREST BLVD	INTERSTATE 95	MINOR ARTERIAL	CITY	C4	YES	EAST	4	35	0.17	0.68	D	28,000	30,890	2023	1.54%	28,430	4,830	5,250	39,190	6,660
GATEWAY BLVD	INTERSTATE 95	HIGH RIDGE RD	MINOR ARTERIAL	CITY	C3C	YES	WEST	6	45	0.18	1.08	D	54,000	59,510	2023	1.54%	54,830	9,870	10,710	75,580	13,600
GATEWAY BLVD	HIGH RIDGE RD	QUANTUM BLVD	MINOR ARTERIAL	CITY	C3C	YES	WEST	6	45	0.56	3.36	D	38,500	59,510	2023	1.54%	39,090	21,890	33,330	53,880	30,170
GATEWAY BLVD	QUANTUM BLVD	CONGRESS AVE	MINOR ARTERIAL	CITY	C3C	YES	WEST	6	45	0.63	3.78	D	38,500	59,510	2023	1.54%	39,090	24,630	37,490	53,880	33,940
GULFSTREAM BLVD	FEDERAL HWY (US 1)	OLD DIXIE HWY	MAJOR COLLECTOR	CITY	C4	YES	EAST	2	30	0.13	0.26	D	6,600	11,150	2023	1.54%	6,700	870	1,450	9,240	1,200
GULFSTREAM BLVD	OLD DIXIE HWY	SEACREST BLVD	MAJOR COLLECTOR	CITY	C4	YES	EAST	2	30	0.37	0.74	D	6,600	11,150	2023	1.54%	6,700	2,480	4,130	9,240	3,420
HIGH RIDGE RD	HYPOLUXO RD	MINER RD	MAJOR COLLECTOR	COUNTY	C4	PARTIALLY	WEST	2	30	1.00	2.00	D	7,100	11,150	2023	1.54%	7,210	7,210	11,150	9,940	9,940
HIGH RIDGE RD	MINER RD	NW 25TH AVE	MAJOR COLLECTOR	CITY	C4	YES	WEST	2	30	0.28	0.56	D	12,600	11,150	2023	1.54%	12,790	3,580	3,120	17,630	4,940
HIGH RIDGE RD	NW 25TH AVE	GATEWAY BLVD	MAJOR COLLECTOR	CITY	C4	YES	WEST	4	30	0.28	1.12	D	12,600	26,470	2023	1.54%	12,790	3,580	7,410	17,630	4,940
HIGH RIDGE RD	GATEWAY BLVD	PARK RIDGE BLVD	MINOR COLLECTOR	CITY	C4	YES	WEST	4	30	0.63	2.52	D	14,710	26,470	2024	1.54%	14,710	9,270	16,680	20,280	12,780

APPENDIX D: TRAFFIC CHARACTERISTICS REPORT																				
LIMITS, CLASSIFICATION, OWNERSHIP								ROADWAY CHARACTERISTICS									AADT & VEHICLE MILES OF TRAVEL (VMT)				
STREET NAME	FROM STREET	TO STREET	FUNCTIONAL CLASSIFICATION	OWNERSHIP ENTITY	COMPLETE STREET CONTEXT CLASSIFICATION	WITHIN CITY LIMITS	LOCATION RELATIVE TO INTERSTATE 95 (EAST OR WEST)	NUMBER OF TRAVEL LANES	SPEED LIMIT	LENGTH (MILES)	LANE MILES	LOS STANDARD	AADT	DAILY CAPACITY	YEAR OF AADT COUNT	GROWTH FACTOR	2024 AADT	2024 VMT	2024 VMC	2045 AADT	2045 VMT
HYPOLUXO ROAD	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR ARTERIAL	COUNTY	C3C	NO	EAST	4	40	0.78	3.12	D	15,600	40,260	2023	1.54%	15,840	12,360	31,400	21,830	17,030
HYPOLUXO ROAD	SEACREST BLVD	INTERSTATE 95	MINOR ARTERIAL	COUNTY	C3C	NO	EAST	4	40	0.26	1.04	D	42,500	40,260	2023	1.54%	43,150	11,220	10,470	59,480	15,460
HYPOLUXO ROAD	INTERSTATE 95	CONGRESS AVE	MINOR ARTERIAL	COUNTY	C3C	PARTIALLY	WEST	6	45	1.20	7.20	D	47,500	59,510	2023	1.54%	48,230	57,880	71,410	66,480	79,780
INTERSTATE 95	LANTANA RD	HYPOLUXO RD	PRINCIPAL ARTERIAL-LA	STATE	LA	PARTIALLY	N/A	10	65	1.04	10.40	D	249,000	203,600	2023	0.21%	249,520	259,500	211,744	260,760	271,190
INTERSTATE 95	CITY LIMITS	GATEWAY BLVD	PRINCIPAL ARTERIAL-LA	STATE	LA	PARTIALLY	N/A	10	65	0.97	9.70	D	249,000	203,600	2023	0.21%	249,520	242,030	197,492	260,760	396,360
INTERSTATE 95	GATEWAY BLVD	BOYNTON BCH BLVD (SR 804)	PRINCIPAL ARTERIAL-LA	STATE	LA	YES	N/A	10	65	1.51	15.10	D	247,000	203,600	2023	0.21%	247,520	373,760	307,436	258,670	390,590
INTERSTATE 95	BOYNTON BCH BLVD (SR 804)	WOOLBRIGHT RD	PRINCIPAL ARTERIAL-LA	STATE	LA	YES	N/A	10	65	0.99	9.90	D	239,000	203,600	2023	0.21%	239,500	237,110	201,564	250,290	247,790
INTERSTATE 95	WOOLBRIGHT RD	WEST ATLANTIC AVE (SR 806)	PRINCIPAL ARTERIAL-LA	STATE	LA	PARTIALLY	N/A	10	65	3.84	38.40	D	214,351	203,600	2023	0.21%	214,800	824,830	781,824	224,470	861,960
MINER RD	FEDERAL HWY (US 1)	SEACREST BLVD	MAJOR COLLECTOR	COUNTY	C4	PARTIALLY	WEST	2	30	0.75	1.50	D	4,700	11,150	2023	1.54%	4,770	3,580	8,360	6,580	4,940
MINER RD	HIGH RIDGE RD	CONGRESS AVE	MAJOR COLLECTOR	COUNTY	C3R	YES	WEST	2	45	0.95	1.90	D	8,700	22,400	2023	1.54%	8,830	8,390	21,280	12,170	11,560
MLK JR BLVD (NE 10TH AVE)	FEDERAL HWY (US 1)	SEACREST BLVD	MAJOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.41	0.82	D	2,500	6,840	2023	1.54%	2,540	1,040	2,800	3,500	1,440
MLK JR BLVD (NW 10TH AVE)	SEACREST BLVD	NW 5TH AVE	MINOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.50	1.00	D	1,760	6,840	2023	1.54%	1,790	900	3,420	2,470	1,240
N OCEAN BLVD (A1A)	WOOLBRIGHT RD	GOLFVIEW DR	MAJOR COLLECTOR	STATE	C4	PARTIALLY	EAST	2	35	1.61	3.22	D	7,400	6,840	2023	1.54%	7,510	12,090	11,010	10,350	16,660
NE 6TH AVE	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.36	0.72	D	5,900	6,840	2024	1.54%	5,900	2,120	2,460	8,130	2,930
NW 6TH AVE	SEACREST BLVD	NW 5TH STREET	MINOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.40	0.80	D	1,570	6,840	2022	1.54%	1,570	630	2,740	2,160	860
NE 15TH AVE	FEDERAL HWY (US 1)	SEACREST BLVD (VIA NE 16th AVENUE)	MINOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.61	1.22	D	11,880	12,320	2024	1.54%	11,880	7,250	7,520	16,380	9,990
OCEAN AVE	HWY A1A	FEDERAL HWY (US 1)	MINOR ARTERIAL	STATE	C5	PARTIALLY	EAST	2	30	0.60	1.20	D	7,500	13,900	2023	1.54%	7,620	4,570	8,340	10,500	6,300
OCEAN AVE	FEDERAL HWY (US 1)	SEACREST BLVD	MAJOR COLLECTOR	CITY	C5	YES	EAST	2	25	0.37	0.74	D	8,800	13,900	2023	1.54%	8,940	3,310	5,140	12,320	4,560
OCEAN AVE	SEACREST BLVD	SW 4TH STREET	MINOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.47	0.94	D	8,660	12,320	2024	1.54%	8,660	4,070	5,790	11,940	5,610
OCEAN DR	SW 6TH STREET	SW 8TH STREET	MINOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.34	0.68	D	3,100	6,840	2022	1.54%	3,200	1,090	2,330	4,410	1,500
OCEAN DR	SW 8TH STREET	CONGRESS AVE	MINOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.69	1.38	D	3,100	6,840	2022	1.54%	3,200	2,210	4,720	4,410	3,040
OLD BOYNTON RD	BOYNTON BCH BLVD (SR 804)	RENAISSANCE COMMONS BLVD	MAJOR COLLECTOR	COUNTY	C3C	YES	WEST	2	30	0.57	1.14	D	18,700	13,740	2023	1.54%	18,990	10,820	7,830	26,180	14,920
OLD BOYNTON RD	RENAISSANCE COMMONS BLVD	CONGRESS AVE	MAJOR COLLECTOR	COUNTY	C3C	YES	WEST	4	40	0.23	0.92	D	18,700	40,260	2023	1.54%	18,990	4,370	9,260	26,180	6,020
OLD BOYNTON RD	CONGRESS AVE	WINCHESTER PARK BLVD	MAJOR COLLECTOR	COUNTY	C3C	YES	WEST	4	40	0.17	0.68	D	18,700	40,260	2023	1.54%	18,990	3,230	6,840	26,180	4,450
OLD BOYNTON RD	WINCHESTER PARK BLVD	KNUTH RD	MAJOR COLLECTOR	COUNTY	C3C	YES	WEST	4	40	0.31	1.24	D	18,700	40,260	2023	1.54%	18,990	5,890	12,480	26,180	8,120
OLD DIXIE HWY	FEDERAL HWY (US 1)	GULFSTREAM BLVD	MINOR COLLECTOR	CITY	C4	YES	EAST	2	30	0.78	1.56	D	4,330	8,210	2024	1.54%	4,330	3,380	6,400	5,970	4,660
PARK RIDGE BLVD	HIGH RIDGE RD	ALPHA DR	MINOR COLLECTOR	CITY	C4	YES	WEST	4	30	0.40	1.60	D	14,710	26,470	2024	1.54%	14,710	5,880	10,590	20,280	8,110
QUANTUM BLVD	GATEWAY BLVD	CONGRESS AVE	MINOR COLLECTOR	CITY	C4	YES	WEST	4	30	1.20	4.80	D	6,850	26,470	2024	1.54%	6,850	8,220	31,760	9,440	11,330
RENAISSANCE COMMONS BLVD	GATEWAY BLVD	OLD BOYNTON RD	MINOR COLLECTOR	CITY	C4	YES	WEST	4	30	1.10	4.40	D	15,500	26,470	2023	1.54%	15,740	17,310	29,120	21,700	23,870
SE 1ST STREET	BOYNTON BEACH BLVD	WOOLBRIGHT RD	MINOR COLLECTOR	CITY	C4	YES	EAST	2	25	1.00	2.00	D	5,990	6,840	2024	1.54%	5,990	5,990	6,840	8,260	8,260
SE 4TH STREET	BOYNTON BEACH BLVD	SE 12TH AVENUE	MAJOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.80	1.60	D	7,600	6,840	2024	1.54%	7,600	6,080	5,470	10,480	8,380
SE 5TH AVENUE	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.37	0.74	D	5,380	6,840	2024	1.54%	5,380	1,990	2,530	7,420	2,750
SE 12TH AVENUE	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.31	0.62	D	7,840	6,840	2024	1.54%	7,840	2,430	2,120	10,810	3,350
SE 23RD AVENUE	FEDERAL HWY (US 1)	SEACREST BLVD	MAJOR COLLECTOR	COUNTY	C4	YES	EAST	2	30	0.42	0.84	D	8,900	16,720	2023	1.54%	9,040	3,800	7,020	12,460	5,230
SW 23RD AVENUE	SEACREST BLVD	INTERSTATE 95	MAJOR COLLECTOR	COUNTY	C4	YES	EAST	2	35	0.50	1.00	D	14,000	16,720	2023	1.54%	14,220	7,110	8,360	19,600	9,800
SW 23RD AVENUE	INTERSTATE 95	CONGRESS AVE	MAJOR COLLECTOR	COUNTY	C4	YES	WEST	2	35	0.98	1.96	D	15,200	16,720	2023	1.54%	15,430	15,120	16,390	21,270	20,840

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STREET NAME	FROM STREET	TO STREET	FUNCTIONAL CLASSIFICATION	OWNERSHIP ENTITY	COMPLETE STREET CONTEXT CLASSIFICATION	WITHIN CITY LIMITS	LOCATION RELATIVE TO INTERSTATE 95 (EAST OR WEST)	NUMBER OF TRAVEL LANES	SPEED LIMIT	LENGTH (MILES)	LANE MILES	LOS STANDARD	AADT	DAILY CAPACITY	YEAR OF AADT COUNT	GROWTH FACTOR	2024 AADT	2024 VMT	2024 VMC	2045 AADT	2045 VMT
SEACREST BLVD	HYPOLUXO RD	MENTONE RD	MAJOR COLLECTOR	COUNTY	C3R	NO	EAST	4	40	0.50	2.00	D	13,600	37,300	2023	1.54%	13,810	6,910	18,650	19,040	9,520
SEACREST BLVD	MENTONE RD	GATEWAY BLVD	MAJOR COLLECTOR	COUNTY	C4	YES	EAST	4	35	1.00	4.00	D	13,600	30,890	2023	1.54%	13,810	13,810	30,890	19,040	19,040
SEACREST BLVD	GATEWAY BLVD	MLK JR BLVD (NE 10TH AVE)	MAJOR COLLECTOR	COUNTY	C4	YES	EAST	4	35	1.05	4.20	D	13,600	30,890	2023	1.54%	13,810	14,500	32,430	19,040	19,990
SEACREST BLVD	MLK JR BLVD (NE 10TH AVE)	BOYNTON BCH BLVD (SR 804)	MAJOR COLLECTOR	COUNTY	C4	YES	EAST	4	35	0.50	2.00	D	13,000	30,890	2023	1.54%	13,200	6,600	15,450	18,200	9,100
SEACREST BLVD	BOYNTON BCH BLVD (SR 804)	WOOLBRIGHT RD	MAJOR COLLECTOR	COUNTY	C3R	YES	EAST	4	40	1.00	4.00	D	12,400	37,300	2023	1.54%	12,590	12,590	37,300	17,350	17,350
SEACREST BLVD	WOOLBRIGHT RD	SE 23RD AVE	MAJOR COLLECTOR	COUNTY	C3R	YES	EAST	4	40	0.53	2.12	D	19,300	37,300	2023	1.54%	19,600	10,390	19,770	27,020	14,320
SEACREST BLVD	SE 23RD AVE	GULFSTREAM BLVD	MAJOR COLLECTOR	COUNTY	C3R	YES	EAST	2	40	1.17	2.34	D	19,300	22,400	2023	1.54%	19,600	22,930	26,210	27,020	31,610
SW 8TH STREET	BOYNTON BCH BLVD (SR 804)	OCEAN DR	MAJOR COLLECTOR	CITY	C4	YES	WEST	2	25	0.28	0.56	D	8,900	9,290	2023	1.54%	9,040	2,530	2,600	12,460	3,490
SW 8TH STREET	OCEAN DR	NEWLAKE DRIVE	MAJOR COLLECTOR	CITY	C4	YES	WEST	2	30	0.37	0.74	D	8,900	11,150	2023	1.54%	9,040	3,340	4,130	12,460	4,610
SW 8TH STREET	NEWLAKE DRIVE	WOOLBRIGHT RD	MAJOR COLLECTOR	CITY	C4	YES	WEST	4	30	0.37	1.48	D	8,900	26,470	2023	1.54%	9,040	3,340	9,790	12,460	4,610
SW 11TH STREET	SW 23RD AVENUE	SW 28TH AVENUE	MINOR COLLECTOR	CITY	C4	YES	WEST	2	25	0.47	0.94	D	1,520	6,840	2021	1.54%	1,590	750	3,210	2,190	1,030
SW 18TH STREET	OCEAN DR	WOOLBRIGHT RD	MINOR COLLECTOR	CITY	C4	YES	WEST	2	25	0.84	1.68	D	3,440	6,840	2021	1.54%	3,600	3,020	5,750	4,960	4,170
SW 18TH STREET	WOOLBRIGHT RD	SW 23RD AVENUE	MINOR COLLECTOR	CITY	C4	YES	WEST	2	25	0.56	1.12	D	2,390	6,840	2021	1.54%	2,500	1,400	3,830	3,450	1,930
SW 22ND STREET	SW CONGRESS BLVD	WOOLBRIGHT RD	MINOR COLLECTOR	CITY	C4	YES	WEST	2	25	0.26	0.52	D	1,210	6,840	2022	1.54%	1,250	330	1,780	1,720	450
SW 22ND STREET	WOOLBRIGHT RD	SW 19TH AVENUE	MINOR COLLECTOR	CITY	C4	YES	WEST	2	25	0.18	0.36	D	1,210	6,840	2022	1.54%	1,250	230	1,230	1,720	310
SW 27TH AVENUE	SW 11TH STREET	CONGRESS AVE	MINOR COLLECTOR	CITY	C4	YES	WEST	2	25	0.46	0.92	D	1,420	6,840	2021	1.54%	1,490	690	3,150	2,050	940
SW CONGRESS BLVD	SW 18TH STREET	CONGRESS AVE	MINOR COLLECTOR	CITY	C4	YES	WEST	2	25	0.45	0.90	D	3,000	6,840	2022	1.54%	3,090	1,390	3,080	4,260	1,920
WINCHESTER PARK BLVD	OLD BOYNTON RD	BOYNTON BCH BLVD (SR 804)	MAJOR COLLECTOR	CITY	C4	YES	WEST	4	25	0.29	1.16	D	7,500	22,060	2023	1.54%	7,620	2,210	6,400	10,500	3,050
WOOLBRIGHT RD	OCEAN BLVD (SR A1A)	FEDERAL HWY (US 1)	PRINCIPAL ARTERIAL	COUNTY	C4	YES	EAST	2	30	0.39	0.78	D	11,200	11,730	2023	1.54%	11,370	4,430	4,570	15,670	6,110
WOOLBRIGHT RD	FEDERAL HWY (US 1)	SEACREST BLVD	PRINCIPAL ARTERIAL	COUNTY	C4	YES	EAST	4	35	0.30	1.20	D	41,500	30,890	2023	1.54%	42,140	12,640	9,270	58,090	17,430
WOOLBRIGHT RD	SEACREST BLVD	INTERSTATE 95	PRINCIPAL ARTERIAL	COUNTY	C3C	YES	EAST	4	40	0.52	2.08	D	41,500	40,260	2023	1.54%	42,140	21,910	20,940	58,090	30,210
WOOLBRIGHT RD	INTERSTATE 95	SW 8TH STREET	PRINCIPAL ARTERIAL	COUNTY	C3C	YES	WEST	6	40	0.31	1.86	D	46,500	59,510	2023	1.54%	47,220	14,640	18,450	65,090	20,180
WOOLBRIGHT RD	SW 8TH STREET	CONGRESS AVE	PRINCIPAL ARTERIAL	COUNTY	C3C	YES	WEST	6	40	0.81	4.86	D	46,500	59,510	2023	1.54%	47,220	38,250	48,200	65,090	52,720

Source: Traffic data provided by Florida Department of Transportation & Palm Beach County Transportation Planning Authority (TPA). LOS Standards based on adopted Comprehensive Plan. Daily Capacity based on 2023 FDOT Generalized Tables. Growth Factors based on Southest Florida Regional Planning Model (SEFRPM 8.541). 2024 AADT projected from base year of traffic count multiplied by the annual growth factor. VMT is length x AADT. VMC is length x Daily Capacity. 2045 AADT and VMT derived by applying growth rates.

APPENDIX E

2022 National Household Travel Survey Data

APPENDIX E: NATIONAL HOUSEHOLD TRAVEL SURVEY (NHTS)									
TRIP PURPOSE	PERSON TRIPS (PT)	PERSON TRIP FACTOR (PTf)	PERSON MILES OF TRAVEL (PMT)	PERSON MILES OF TRAVEL FACTOR (PMTf)	PERSON TRIP LENGTH (PTL)	VEHICLE TRIPS (VT)	VEHICLE MILES OF TRAVEL (VMT)	VEHICLE TRIP LENGTH (VTL)	VEHICLE OCCUPANCY (VO)
HOME	4,077,137,371	1.76	14,428,511,809	1.61	3.54	2,318,432,298	8,951,468,620	3.86	1.23
WORK	829,551,714	1.24	3,859,401,570	1.21	4.65	669,398,667	3,191,471,272	4.77	1.11
PERSONAL ERRANDS	1,018,647,973	1.45	3,218,551,536	1.24	3.16	703,125,550	2,590,454,329	3.68	1.57
COMMUNITY SERVING	252,365,235	2.34	820,564,285	1.44	3.25	107,818,479	570,008,450	5.29	1.57
SOCIAL / VACATION	209,800,739	1.32	1,033,841,034	1.20	4.93	159,336,722	862,405,831	5.41	1.52
SCHOOL	658,554,219	1.81	2,649,750,312	1.63	4.02	364,002,693	1,625,257,763	4.46	2.00
FAMILY CARE	2,740,356	1.90	2,920,889	1.67	1.07	1,445,879	1,745,896	1.21	2.00
MEDICAL / DENTAL	152,290,768	1.46	662,636,101	1.56	4.35	104,166,442	424,864,716	4.08	1.50
BUY MEALS	958,185,039	1.72	3,710,458,427	1.76	3.87	558,210,377	2,110,268,492	3.78	1.69
BUY GOODS	1,390,485,743	1.60	3,507,160,102	1.30	2.52	868,404,607	2,704,766,279	3.11	1.34
EXERCISE	805,437,552	4.70	1,936,604,261	3.06	2.40	171,343,231	633,223,364	3.70	1.21
RECREATION / ENTERTAINMENT	308,243,856	3.11	1,289,631,495	2.63	4.18	98,995,142	491,099,949	4.96	2.13
TOTAL	10,663,440,566	1.74	37,120,031,823	1.54	3.48	6,124,680,087	24,157,034,960	3.94	2.13

Source: 2022 National Household Travel Survey (NHTS). Summary of Trip Purpose for South Atlantic MSA/CMSA with more than 1 million population and heavy rail. Average of trips based on trip lengths of 10 Miles or Less.

APPENDIX F

Street Plan

APPENDIX F: STREETS PLAN

Project ID	Street	From	To	Length (Miles)	Project Type (Streets Plan Map)	Construction / Maintenance Entity	Project Description	Planning Level Cost (PLC)	Reasonably Anticipated Funding (AF)	Attributable Planning Level Cost (PLCa)	Attributable Person Miles of Capacity (PMCa)	PLC & PMC Notes	Funding Source	Timeframe
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.														
800	NE 1st Avenue	NE 3rd Street	NE 1st Street	0.09	Walking & Streetscape Enhancement	City / Developer	Widen existing sidewalks (8' to 15' wide) and add streetscape enhancements. Portions of improvements will occur along with adjacent development. City may amend land development regulations (LDRs) to develop standards.	$945,000		$945,000	1,080	5		2025 to 2035
805		NE 1st Street	Seacrest Blvd	0.12				$1,260,000	$630,000	$630,000	720	5	50% by adjacent development	2025 to 2035
810	SE 1st Avenue	SE 3rd Street	SE 1st Street	0.09	Curbless Shared Street	City / Developer	Upgrade existing street to a curbless shared street with streetscape enhancements.	$1,575,000		$1,575,000	2,655	10		2025 to 2035
815		SE 1st Street	Seacrest Blvd	0.13	Walking & Streetscape Enhancement	City / Developer	Widen existing sidewalks (8' to 15' wide) and add streetscape enhancements. Portions of improvements will occur along with adjacent development. City may amend land development regulations (LDRs) to develop standards.	$1,365,000	$682,500	$682,500	780	5	50% by adjacent development	2025 to 2035
820	NE 1st Street	Boynton Beach Blvd	NE 1st Avenue	0.06	Walking & Streetscape Enhancement	City / Developer	Widen existing sidewalks (8' to 15' wide) and add streetscape enhancements. Project is currently slated for improvement via adjacent land uses. Improvement provides multimodal alternative parallel to Seacrest Blvd and is extension of NE 1st MMC north of Boynton Beach Blvd. Alternative is development approved plans.	$630,000	$315,000	$315,000	360	5	50% by adjacent development	2025 to 2035
825		NE 1st Avenue	E. Ocean Avenue	0.06	Curbless Shared Street	City / Developer	Upgrade existing street to a curbless shared street with streetscape enhancements. Improvement provides multimodal alternative parallel to Seacrest Blvd and is extension of NE 1st MMC north of Boynton Beach Blvd.	$1,050,000		$1,050,000	1,770	10		2025 to 2035
830	SE 1st Street	E. Ocean Avenue	SE 1st Avenue	0.06	Curbless Shared Street	City / Developer	Upgrade existing street to a curbless shared street with streetscape enhancements. Improvement provides multimodal alternative parallel to Seacrest Blvd and is extension of NE 1st MMC north of Boynton Beach Blvd.	$1,050,000		$1,050,000	1,770	10		2025 to 2035
835		SE 1st Avenue	SE 2nd Avenue	0.06	Walking & Streetscape Enhancement	City / Developer	Widen existing sidewalks (8' to 15' wide) and add streetscape enhancements. Project is currently funded. Improvement provides multimodal alternative parallel to Seacrest Blvd and is extension of NE 1st MMC north of Boynton Beach Blvd.	$630,000	$315,000	$315,000	360	5	50% by adjacent development	2025 to 2035
840	SE 2nd Avenue	Federal Hwy (US 1)	SE 4th Street	0.08	Walking & Streetscape Enhancement	City / Developer	Widen existing sidewalks (8' to 15' wide) and add streetscape enhancements. Portions of improvements will occur along with adjacent development. City may amend land development regulations (LDRs) to develop standards.	$840,000		$840,000	960	5		2025 to 2035
845		SE 3rd Street	SE 1st Street	0.08				$840,000		$840,000	960	5		2025 to 2035
850		SE 1st Street	Seacrest Blvd	0.12				$1,260,000	$630,000	$630,000	720	5	50% by adjacent development	2025 to 2035
855	N/S East 3rd Street	Boynton Beach Blvd	E. Ocean Avenue	0.12	Walking & Streetscape Enhancement	City / Developer	Widen existing sidewalks (8' to 15' wide) and add streetscape enhancements. Portions of improvements will occur along with adjacent development. City may amend land development regulations (LDRs) to develop standards.	$1,260,000		$1,260,000	1,440	5		2025 to 2045
860		E. Ocean Avenue	SE 2nd Avenue	0.12				$1,260,000		$1,260,000	1,440	5		2025 to 2045
865	N/S East 4th Street	Boynton Beach Blvd	E. Ocean Avenue	0.12	Curbless Shared Street	City / Developer	Widen existing sidewalks (8' to 15' wide) and add streetscape enhancements. Portions of improvements will occur along with adjacent development. City may amend land development regulations (LDRs) to develop standards.	$2,100,000		$2,100,000	3,540	10		2025 to 2035
870		E. Ocean Avenue	SE 2nd Avenue	0.12	Curbless Shared Street	City / Developer	Upgrade existing street to a curbless shared street with streetscape enhancements.	$2,100,000		$2,100,000	3,540	10		2025 to 2035
875		SE 2nd Avenue	SE 12th Avenue	0.56	Walking & Streetscape Enhancement	City / Developer	Widen existing sidewalks (8' to 15' wide) and add landscape and street trees within curb extensions and bulb-outs to define on-street parking. Enhance existing streetscape. Portions of improvements will occur along with adjacent development. City may amend land development regulations (LDRs) to develop standards.	$5,880,000		$5,880,000	6,720	5		2025 to 2045
880	SE 5th Avenue	Federal Hwy (US 1)	SE 3rd Street	0.14	Walking & Streetscape Enhancement	City	Widen existing sidewalks (8' to 15' wide) and add streetscape enhancements. Portions of improvements will occur along with adjacent development. City may amend land development regulations (LDRs) to develop standards.	$1,470,000		$1,470,000	1,680	5		2025 to 2045
885	Boynton Beach Blvd (SR 804)	Federal Hwy (US 1)	Interstate 95 East Ramps	0.83	Walking & Streetscape Enhancement	FDOT	FDOT has commenced construction (2024) on a 15' wide sidewalk on the south side of the ROW and a 8' wide shared-use path on the north side of the ROW.	$11,564,256	$11,564,256	$0	--	5	100% Federal & State Sources	2025
890	Federal Hwy (US 1)	MLK Jr Blvd (NE 10th Avenue)	Boynton Beach Blvd (SR 804)	0.49	Walking & Streetscape Enhancement	City / FDOT	Coordinate with FDOT to widen existing sidewalks (8' to 15' wide), add streetscape enhancements and decorative marked crosswalks at intersections along both sides of the ROW. Portions of improvements will occur along with adjacent development. City may amend land development regulations (LDRs) to develop standards.	$5,145,000	$2,572,500	$2,572,500	5,880	5	50% Federal & State Sources	2025 to 2045
895		Boynton Beach Blvd (SR 804)	E. Ocean Avenue	0.12				$1,260,000	$630,000	$630,000	1,440	5		2025 to 2045
900		E. Ocean Avenue	Woolbright Road	0.87				$9,135,000	$4,567,500	$4,567,500	10,440	5		2025 to 2045
910	High Ridge Road	Miner Road	NW 25th Avenue	0.32	Complete Street Road Widening (4 Lanes)	City	Widen from 2 lanes to 4 lane divided with 10' shared-use paths on both sides of the ROW. Project is in the 2045 LRTP.	$6,400,000		$6,400,000	7,834	20		2025 to 2035
915	MLK Jr. Blvd	Railroad Avenue	Seacrest Blvd	0.36	Walking & Streetscape Enhancement	City	Upgrade street to include 8' wide on-street parking, 5' wide sidewalks, 2' valley curbs, 10' travel lanes and streetscape.	$3,780,000		$3,780,000	4,320	5		2025 to 2035
920		Seacrest Blvd	SW 5th Street	0.51				$5,355,000		$5,355,000	6,120	5		2025 to 2035

APPENDIX F: STREETS PLAN

Project ID	Street	From	To	Length (Miles)	Project Type (Streets Plan Map)	Construction / Maintenance Entity	Project Description	Planning Level Cost (PLC)	Reasonably Anticipated Funding (AF)	Attributable Planning Level Cost (PLCa)	Attributable Person Miles of Capacity (PMCa)	PLC & PMC Notes	Funding Source	Timeframe
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.														
925	Miner Road	High Ridge Road	Congress Avenue	0.96	Complete Street Road Widening (2 Lane Divided)	City / County	Widen from 2 lanes to 2 lane divided with an 8' to 10' wide protected bike lane on one side of the ROW, or 5' to 6' wide protected bike lanes on both sides of the ROW. Construct an 8' to 10' wide shared-use path on the south side of the ROW. Project is in the 2045 LRTP.	$8,880,000		$8,880,000	13,814	15		2025 to 2035
931	SW 8th Street	Boynton Beach Blvd (SR 804)	New Lake Drive	0.65	Complete Street Road Widening (2 Lane Divided)	City	Widen from 2 lanes to 2 lane divided with an 8' to 10' wide protected bike lane on one side of the ROW, or 5' to 6' wide protected bike lanes on both sides of the ROW. Construct an 8' to 10' wide shared-use path on the south side of the ROW. Project is in the 2045 LRTP.	$6,012,500		$6,012,500	9,354	15		2036 to 2045
935	Ocean Avenue	Intercoastal	Federal Hwy (US 1)	0.25	Walking & Streetscape Enhancement	City	Widen existing sidewalks (8' to 15' wide) and add streetscape enhancements. Portions of improvements will occur along with adjacent development. City may amend land development regulations (LDRs) to develop standards.	$2,625,000		$2,625,000	3,000	5		2025 to 2045
940		Federal Hwy (US 1)	Seacrest Blvd	0.37	Curbless Shared Street	City	Upgrade existing street to a curbless shared street with streetscape enhancements.	$6,475,000		$6,475,000	10,915	10		2025 to 2035
945		Seacrest Blvd	SW 4th Street	0.47	Walking & Streetscape Enhancement	City	Widen existing sidewalks to shared-use paths, mark on-street parking, add traffic calming features if warranted. Add landscape and street trees in curb extensions and bulb-outs to define on-street parking.	$4,935,000		$4,935,000	5,640	5		2025 to 2035
950	SE / SW 23rd Avenue	Federal Hwy (US 1)	Seacrest Blvd	0.41	Complete Street Road Widening (2 Lane Divided)	City / County	Coordinate with County to upgrade road from a rural open swale corridor to an urban two (2) lane divided cross-section with 10' to 12' wide shared use paths or 5' to 6' wide sidewalks adjacent to 5' to 6' wide protected bicycle lanes along both sides of the ROW. Add landscape and marked crosswalks at intersecting roads.	$3,792,500		$3,792,500	5,900	15		2036 to 2045
955		Seacrest Blvd	SW 4th Street	0.42	Complete Street Road Widening (2 Lane Divided)			$3,885,000		$3,885,000	6,044	15		2036 to 2045
960	Woolbright Road	Federal Hwy (US 1)	Seacrest Blvd	0.30	Walking & Streetscape Enhancement	City / County	Coordinate with County to widen existing sidewalks (8' to 15' wide), add streetscape enhancements and decorative marked crosswalks at intersections along both sides of the ROW.	$3,150,000		$3,150,000	3,600	15		2025 to 2035
965		Seacrest Blvd	SW 2nd Street	0.25				$2,625,000		$2,625,000	3,000	5		2025 to 2035

Notes: The total lenght of mobility projetcs is 9.71 miles. The total Attributable Planning Level Cost (PLCa) for development activity used to calculate the mobility fee is $88,627,500. The total Attributable Person Miles of Capacity (PMC) for development activity used to calculate the mobility fee is 127,795. The total anticipated funding is $21,906,756.
The Planning Level Cost (PLC) and Person Miles of Capacity (PMC) notes are described in **Appendix K**.

APPENDIX G1

Multimodal Corridors Plan

APPENDIX G1: MULTIMODAL CORRIDORS PLAN

Multimodal Corridors (Colors correspond to Multimodal Corridors Plan Map)	From	To	Length (Miles)	Construction / Maintenance Entity	Project Description	Planning Level Cost (PLC)	Reasonably Anticipated Funding (AF)	Attributable Planning Level Cost (PLCa)	Attributable Person Miles of Capacity (PMCa)	PLC & PMC Notes	Funding Source	Timeframe
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.												
Principal Multimodal Corridor (East) **Major Destinations: Hester Community Center, Palmetto Green Park, Poinciana Elementary, Wilson Park, Galaxy E3 Elementary, Forest Park Elementary, Little League Park, Bethesda Memorial Hospital, & Seacrest Scrub Natural Area.**	Seacrest Blvd @ Mentone Road	Gulfstream Blvd @ Seacrest Blvd	6.71	City	Construct an interconnected multimodal corridor for people walking and bicycling from the northern to the southern limits of the City east of Interstate 95. Multimodal improvements may include bicycle lanes, buffered bicycle lanes, curbless shared streets, sharrows, sidewalks, shared-use paths, traffic calming, and upgraded trails. Construct enhanced street lights, landscape, and hardscape for people walking and bicycling as appropriate. Construct high visibility crosswalks, raised intersections, rectangular rapid flashing beacons (RRFBs) and Pedestrian Hybrid Beacons (PHB). The multimodal improvements are to be designed in a context sensitive manner appropriate for adjacent land uses. The design of multimodal improvements will be based on available right-of-way (ROW), driveway and utility locations, and other natural and manmade features within the ROW.	$13,420,000		$13,420,000	32,208	**25**		2025 to 2045
Principal Multimodal Corridor (West) **Major Destinations: High Ridge Scrub Natural Area, Lake Worth Christian School, Imagine Charter School, TRI-Rail Station, Pioneer Canal Park, Laurel Hills Park & Caloosa Park.**	High Ridge Road @ Newport Place (Discovery Village)	SW 11th Ave @ Caloosa Park	6.10	City	Construct an interconnected multimodal corridor for people walking and bicycling from the northern to the southern limits of the City west of Interstate 95. Multimodal improvements may include bicycle lanes, buffered bicycle lanes, curbless shared streets, sharrows, sidewalks, shared-use paths, traffic calming, and upgraded trails. Construct enhanced street lights, landscape, and hardscape for people walking and bicycling as appropriate. Construct high visibility crosswalks, raised intersections, rectangular rapid flashing beacons (RRFBs) and Pedestrian Hybrid Beacons (PHB). The multimodal improvements are to be designed in a context sensitive manner appropriate for adjacent land uses. The design of multimodal improvements will be based on available right-of-way (ROW), driveway and utility locations, and other natural and manmade features within the ROW.	$12,200,000		$12,200,000	29,280	**25**		2025 to 2045
Major Multimodal Corridor (East): **Major Destinations: Rolling Green Elementary, Palmetto Green Park, Downtown, Future Rail Station, Woolbright Mobility District, Betty Thomas Park, & Seacrest Scrub Natural Area**	NE 1st Lane @ NE 26th Avenue	Seacrest Blvd @ SE 31st Avenue	5.72	City	Construct an interconnected multimodal corridor for people walking and bicycling. Multimodal improvements may include bicycle lanes, buffered bicycle lanes, curbless shared streets, sharrows, sidewalks, shared-use paths, traffic calming, and upgraded trails. Construct enhanced street lights, landscape, and hardscape for people walking and bicycling as appropriate. Construct high visibility crosswalks, raised intersections, rectangular rapid flashing beacons (RRFBs) and Pedestrian Hybrid Beacons (PHB). The multimodal improvements are to be designed in a context sensitive manner appropriate for adjacent land uses. The design of multimodal improvements will be based on available right-of-way (ROW), driveway and utility locations, and other natural and manmade features within the ROW. Portion of the Corridor uses the US 1 Multimodal Corridor between SE 12th Ave and SE 21st Ave,	$11,440,000	$3,247,000	$8,193,000	27,456	**25**	100% Federal & State Funding for SE 1st Street	2025 to 2045
Major Multimodal Corridor (West) **Major Destinations: Boynton Beach High School, Renaissance Commons, Boynton Beach Mall, & Congress Middle School**	Park Ridge Blvd @ High Ridge Blvd	Ocean Drive @ SW 18th Street	3.34	City	Construct an interconnected multimodal corridor for people walking and bicycling. Multimodal improvements may include bicycle lanes, buffered bicycle lanes, curbless shared streets, sharrows, sidewalks, shared-use paths, traffic calming, and upgraded trails. Construct enhanced street lights, landscape, and hardscape for people walking and bicycling as appropriate. Construct high visibility crosswalks, raised intersections, rectangular rapid flashing beacons (RRFBs) and Pedestrian Hybrid Beacons (PHB). The multimodal improvements are to be designed in a context sensitive manner appropriate for adjacent land uses. The design of multimodal improvements will be based on available right-of-way (ROW), driveway and utility locations, and other natural and manmade features within the ROW. Coordination will be required with the Palm Beach County School Board, Palm Beach County, FDOT, the South Florida Water Management District, the Lake Worth Drainage District and private property owners.	$6,680,000		$6,680,000	16,032	**25**		2025 to 2045
Major Multimodal Corridor (US 1) **Includes Major Multimodal Corridor East between SE 12th Ave & SE 21st Ave** **Major Destinations: Intracoastal Park, Harvey E. Oyer Jr Park, Downtown, Woolbright Mobility District, & Jaycee Park**	US 1 @ Northern City Limits	US 1 @ Gulfstream Blvd	4.38	City / State	Multimodal improvements include high visibility buffered bicycle lanes. Construct high visibility crosswalks and Pedestrian Hybrid Beacons (PHB). The design of buffered bicycle lanes will be based on available right-of-way (ROW), driveway and utility locations, and other features within the ROW. Coordination will be required with FDOT.	$8,760,000	$4,380,000	$4,380,000	21,024	**25**		2025 to 2045
Major Multimodal Corridor (Galaxy) **Major Destinations: (Principal, Major & US 1 Multimodal Corridors, Galaxy E3 Elementary, Galaxy Park, & Barton Memorial Park)**	US 1 @ SE 6th Avenue	Primary Multimodal Corridor (East) @ NW 12th Avenue	1.64	City	Construct an interconnected multimodal corridor for people walking and bicycling. Multimodal improvements may include bicycle lanes, buffered bicycle lanes, curbless shared streets, sharrows, sidewalks, shared-use paths, traffic calming, and upgraded trails. Construct enhanced street lights, landscape, and hardscape for people walking and bicycling as appropriate. Construct high visibility crosswalks, raised intersections, rectangular rapid flashing beacons (RRFBs) and Pedestrian Hybrid Beacons (PHB). The multimodal improvements are to be designed in a context sensitive manner appropriate for adjacent land uses. The design of multimodal improvements will be based on available right-of-way (ROW), driveway and utility locations, and other natural and manmade features within the ROW. Coordination will be required with the Palm Beach County School Board, FDOT, and the Florida East Coast Railway (FEC).	$3,280,000		$3,280,000	7,872	**25**		2025 to 2045
Major Multimodal Corridor (Gateway Blvd)	US 1 @ Gateway Blvd	US 1 @ Congress Ave	2.24	City	Gateway Blvd is a major east-west vehicular corridor. The available ROW along the corridor varies greatly. Between US 1 and 1st Street NE, the corridor consist of enhancements to the existing bicycle lanes. Between 1st Street NE and Seacrest Blvd, there is a proposal for shared-use paths as part of the Principal Multimodal Corridor (East). Between Seacrest Blvd and Congress Avenue, the proposal is for wider sidewalks and buffered bicycle lanes.	$4,480,000		$4,480,000	10,752	**25**		2025 to 2045
Major Multimodal Corridor (Boynton Beach Blvd)	E. Boynton Beach Blvd @ E. Marina Way	W. Boynton Beach Blvd @ Winchester Park Blvd	2.25	City / State	The Boynton Beach Blvd Corridor is shown for connectivity purposes. The position of the corridor east of US 1 exist. The portion of the corridor between US 1 and I-95 is under construction. The portion from I-95 to Congress Ave is funded. Shared-use paths are proposed between Congress and Winchester Park Blvd. PLC for	$5,520,000	$5,244,000	$276,000	10,800	**25**	95% to 100% Federal & State funding	2025 to 2045
Minor Multimodal Corridor (East)	Multiple Locations east of Interstate 95		5.37	City	Multimodal improvements include either on-street bicycle lanes and filling in sidewalk gaps, or the construct of a shared-use path. The corridos provide connectivity between Principal and Major Multimodal Corridors and also connections to schools and parks. Due to ROW and differences is existing sidewalks, the needed improvements vary along Corridors.	$10,740,000		$10,740,000	25,776	**25**		2025 to 2045
Minor Multimodal Corridor (West)	Multiple Locations west of Interstate 95		5.38	City	Multimodal improvements include either on-street bicycle lanes and filling in sidewalk gaps, or the construct of a shared-use path. The corridos provide connectivity between Principal and Major Multimodal Corridors and also connections to schools and parks. Due to ROW and differences is existing sidewalks, the needed improvements vary along Corridors.	$10,760,000		$10,760,000	25,824	**25**		2025 to 2045
Multimodal Corridor Evaluation	Multiple Locations east of Interstate 95		1.47	City	There are two proposed corridors to cross Interstate 95 and the TRI-Rail tracks west of I-95. Both corridors are longer term visions to enhance multimodal connectivity between Boynton Beach east and west of I-95 without the need for people walking and bicycling to travel along multi-lane arterials. Both corridors require additional evaluation to determine the feasibility of the proposed improvements.	$1,470,000		$1,470,000	-	**30**		2025 to 2045
Boardwalks	Multiple Locations along Intercoastal Waterway		0.84	City	Multimodal improvements include construction of a new 12' to 14' boardwalk for fill small gap between existing boardwalks along the Intercoastal. The boardwalks will also connect to existing City parks. Future water taxi stops may also be located along the boardwalk or at parks along the intercoastal.	$12,600,000		$12,600,000	7,056	**35**		2025 to 2045

Notes: The total length of mobility projects is 45.44 miles. The total Attributable Planning Level Cost (PLCa) for development activity used to calculate the mobility fee is $88,479,000. The total Attributable Person Miles of Capacity (PMC) for development activity used to calculate the mobility fee is 214,080. The total anticipated funding is $12,871,000.
The Planning Level Cost (PLC) and Person Miles of Capacity (PMC) notes are described in **Appendix K**.

APPENDIX G2

Multimodal Corridors Plan Detail: East

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Principal Multimodal Corridor East of Interstate 95 providing an interconnected multimodal alternative to Seacrest Blvd	Mentone Road	Seacrest Blvd	Ocean Parkway	0.17	Principal Multimodal Corridor (East)	City	Construct one of the following: (1) bicycle lanes; (2) an 8' to 10' wide shared-use path by replacing sidewalk on southside of ROW; (3) a 5' wide sidewalk adjacent to the existing sidewalk on the south side of the ROW; or (4) an 8' to 10' wide shared-use path on the north side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	Ocean Parkway	Mentone Road	Atlantic Drive	0.38	Principal Multimodal Corridor (East)	City	Construct one of the following: (1) bicycle lanes and 5' to 6' sidewalks on both sides of the ROW; or (2) an 8' to 10' shared-use path on one side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
		Atlantic Drive	Miner Road	0.17	Principal Multimodal Corridor (East)	City	Construct one of the following: (1) bicycle lanes on both sides of the ROW through restriping of existing travel lanes and a 5' to 6' wide sidewalk on the east side of the ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on west side of ROW; (3) a 5' wide sidewalk adjacent to the existing sidewalk on the west side of the ROW; or (4) an 8' to 10' shared-use path on the east side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible. Construct a raised intersection at Miner Rd & Ocean Pkwy with high visibility crosswalks.
		Miner Road	4th Court NE	0.10	Principal Multimodal Corridor (East)	City	Construct one of the following: (1) bicycle lanes on both sides of the ROW through restriping of existing travel lanes; (2) an 8' to 10' wide shared-use path by replacing sidewalk on either side of ROW; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on the either side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
Principal Multimodal Corridor East of Interstate 95 providing an interconnected multimodal alternative to Seacrest Blvd	4th Court NE	Ocean Parkway	NE 27th Court	0.06	Principal Multimodal Corridor (East)	City	Construct one of the following: (1) bicycle lanes on both sides of the ROW through restriping of existing travel lanes; (2) an 8' to 10' wide shared-use path by replacing sidewalk on either side of ROW; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on the either side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 27th Court	4th Court NE	NE 1st Street	0.14	Principal Multimodal Corridor (East)	City	Construct one of the following: (1) bicycle lanes on both sides of the ROW through restriping of existing travel lanes and fill in sidewalk gaps on the southside of the ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on south side of the ROW; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on the north side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 1st Street	NE 27th Court	NE 26th Avenue	0.11	Principal Multimodal Corridor (East)	City	Construct one of the following: (1) bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on either side of ROW; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on the either side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 1st Lane	NE 26th Avenue	Gateway Blvd	0.24	Principal Multimodal Corridor (East)	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on west side of ROW; or (3) a parallel 5' wide sidewalk adjacent to the existing sidewalk. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	NE 26th Avenue	Gateway Blvd	0.35	Major Multimodal Corridor (US 1)	City / FDOT	Evaluate the addition of green pavement markings to the existing bicycle lanes at intersections and driveways, and at the approach and departure of access connections. Evaluate periodic green pavement markings on the corridor, even if a conflict is not present, to increase visibility of the bicycle lanes. Construct high visibility crosswalks at Gateway Blvd.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Major Multimodal Corridor (Gateway Blvd)	Gateway Blvd	Federal Hwy (US 1)	NE 4th Street	0.16	**Major Multimodal Corridor (Gateway Blvd)**	City	Add green pavement markings to increase visibility of existing bicycle lanes. Provide a 1' wide buffer along existing bike lane by adding a parallel 4" pavement markings and install RPMs within the buffer. Implement access management thru treatments such as a shared driveway or a median separated drive-aisle along the south side of ROW, to be constructed in conjunction with future redevelopment of the parcels.
		NE 4th Street	NE 1st Lane	0.51	**Major Multimodal Corridor (Gateway Blvd)**	City	Reconfigure existing travel lanes to narrow the thru-lanes to 10' or 11' wide and a 11' to 12' wide center turn lane. Provide 5' to 6' wide buffered bicycle lanes with green pavement markings and install RPMs within the buffer.
		NE 1st Lane	Seacrest Blvd	0.05	**Major Multimodal Corridor (Gateway Blvd)**	City	Replace existing sidewalks with 8' to 10' wide shared-use paths on both sides of the ROW. Provide enhanced crosswalks across NE 1st Street with on and off-ramps from the shared-use paths to the bicycle lanes east of NE 1st Street. The improvement was require acquisition of ROW or easements. Due to the high traffic volumes and speed limits, sharrows are not recommended and on-street bicycle lanes cannot be provided. The safest alternative are shared-use paths with on and off ramps to the bicycle lanes on Gateway Blvd east of NE 1st Street. Add do not block the box signage on intersection approaches with Gateway Blvd.
		Seacrest Blvd	I-95 East Ramps	0.14	**Major Multimodal Corridor (Gateway Blvd)**	City	Construct wider sidewalks and buffered bicycle lanes as part of resurfacing and future interchange improvements. Currently 2045 LRTP project.
Multimodal Connector (Connectivity to Rolling Greens Elementary School & Rosemary Scrub Natural Area)	Miner Road	Seacrest Blvd	Ocean Parkway (Principal Multimodal Corridor East)	0.20	**Minor Multimodal Corridor (East)**	City / County	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on north side of ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on south side of ROW; or (3) a 5' wide sidewalk parallel to the existing sidewalk on the south side of the ROW, sidewalk maybe separated from existing sidewalk to accommodate existing landscape or replace and enhance existing landscape. Construct high visibility crosswalk with a raised island and either a rapid rectangular flashing beacon (RRFB) or pedestrian hybrid beacon (PHB) on Seacrest Blvd at Miner Road to access Rosemary Scrub Natural Area and for Rolling Green Elementary School. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
		Ocean Parkway (Principal Multimodal Corridor East)	Summit Road	0.20	**Minor Multimodal Corridor (East)**	City / County	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on south side of ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on south side of ROW; or (3) a 5' wide sidewalk parallel to the existing sidewalk on the south side of the ROW, sidewalk maybe separated from existing sidewalk to accommodate existing landscape or replace and enhance existing landscape. Construct high visibility crosswalk or raised intersection at Ocean Parkway (part of Principal Multimodal Corridor East). Construct high visibility crosswalk with a rapid rectangular flashing beacon (RRFB) on Miner Road to access Rolling Green Elementary School. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	Rolling Green Elementary	Miner Road	NE 26th Avenue	0.23	**Minor Multimodal Corridor (East)**	City / School Board	To the extent feasible while ensuring student safety, provide a continuous multimodal corridor to connect Miner Road and proposed improvements to NE 26th Avenue (Major Multimodal Corridor East). Connection would be after NE 26th Avenue improvements. Corridor would be for school use only and open during school hours. Requires coordination with Palm beach County School Board.
Major Multimodal Corridor East of Interstate 95 providing an interconnected multimodal alternative to Seacrest Blvd	NE 26th Avenue	NE 1st Street (Principal Multimodal Corridor East)	NE 4th Street	0.50	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on north side of ROW; or (3) a 5' wide sidewalk parallel to the existing sidewalk on the north side of the ROW, sidewalk maybe separated from existing sidewalk to accommodate existing landscape or replace and enhance existing landscape. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 4th Street	NE 26th Avenue	Gateway Blvd	0.33	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on east side of ROW; or (3) a 5' wide sidewalk parallel to the existing sidewalk on the east side of the ROW, sidewalk maybe separated from existing sidewalk to accommodate existing landscape or replace and enhance existing landscape. Construct high visibility crosswalk with a raised island and either a rapid rectangular flashing beacon (RRFB) or pedestrian hybrid beacon (PHB) on Gateway Blvd at NE 4th Street. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
MULTIMODAL CORRIDORS PROPOSED BETWEEN GATEWAY BLVD & BOYNTON CANAL							
Principal Multimodal Corridor East of Interstate 95 providing an interconnected multimodal alternative to Seacrest Blvd	NE 1st Lane	Gateway Blvd	NE 19th Avenue	0.27	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on either side of ROW; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on the either side of the ROW. Add high visibility crosswalks or a raised intersection at NE 19th Avenue. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 19th Avenue	NE 1st Lane	Seacrest Blvd	0.06	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on either side of ROW; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on the either side of the ROW. Construct a high visibility crosswalk with a raised island with either a rapid rectangular flashing beacon (RRFB) or pedestrian hybrid beacon (PHB) on Seacrest Blvd at NE 19th Avenue. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	Hester Community Center	NE 19th Avenue	17th Ave NW	0.18	**Principal Multimodal Corridor (East)**	City	Construct an 8' to 10' wide shared-use path within the Hester Community Center parallel to Seacrest Blvd, but outside of the Seacrest Blvd ROW. The shared-use path can meander through the Community Center parcel to the extent the corridor is accessible and not enclosed by gates or a fence. The shared-use path can replace existing sidewalks within the Hester Community Center or be constructed parallel. If land is constrained, the shared-use path can be narrowed to a 5' to 6' wide shared-use path where it runs parallel to existing sidewalks on Seacrest Blvd and 17th Ave NW. The alignment is conceptual and subject to change. Where the shared-use path runs parallel to an existing sidewalk within the Community Center, the width can be reduced to 5' to 6' wide.
	NW 1st Court	17th Avenue NW	NW 14th Avenue	0.28	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on either side of ROW; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on the either side of the ROW. Construct a high visibility crosswalk to raised crosswalk on 17th Ave NW at NW 1st Court. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NW 14th Avenue	NW 1st Court	Seacrest Blvd	0.12	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on either side of ROW; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on the either side of the ROW. Construct a high visibility crosswalk, marked bike lanes, or a raised raised intersection at NW 1st Court and NW 14th Avenue. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	Seacrest Blvd (west side of ROW)	NE 14th Avenue	Palmetto Green Trail (Boynton Canal)	0.11	**Principal Multimodal Corridor (East)**	City / County	Widen, if feasible, sidewalk on west side of ROW to 8' to 10' shared-use path. Would require property acquisition. Upgrade, if necessary, pedestrian bridge over Boynton Beach Canal on west side of Seacrest Blvd. Upgrade connection to Palmetto Green Trail. Construct a Pedestrian Hybrid Beacon (PHB) at intersection of Seacrest & NE 14th Ave and a PHB at intersection of Seacrest & Palmetto Greens Trail, or construct raised crosswalks or high visibility crossings and Rectangular Rapid Flashing Beacons (RRFBs) at both intersections.
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	Gateway Blvd	NE 15th Avenue	0.54	**Major Multimodal Corridor (US 1)**	City / FDOT	Evaluate the addition of green pavement markings to the existing bicycle lanes at intersections and driveways, and at the approach and departure of access connections. Evaluate periodic green pavement markings on the corridor, even if a conflict is not present, to increase visibility of the bicycle lanes. Evaluate the construction of high visibility crosswalks and a pedestrian hybrid beacon (PHB) at NE 15th Avenue.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Major Multimodal Corridor East of Interstate 95 providing an interconnected multimodal alternative to Seacrest Blvd	NE 4th Street	Gateway Blvd	NE 15th Avenue	0.53	Major Multimodal Corridor (East)	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on both sides of ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on either side of ROW; or (3) a 5' wide sidewalk parallel to the existing sidewalk on either side of the ROW, and fill in any existing sidewalk gaps. Construct high visibility crosswalk, bike lane markings (if on-street bike lanes) or a raised intersection at NE 15th Ave. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 15th Avenue	Federal Hwy (US 1)	NE 4th Street	0.07	Major Multimodal Corridor (East)	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on the north side of the ROW; or (3) an 8' to 10' wide shared-use path on the south side of the ROW with replacement of existing sidewalk where permitted by the FEC railway. Work with FEC railroad and FDOT to upgrade multimodal crossing and connection to US 1.
	NE 4th Street	NE 15th Avenue	NE 14th Avenue	0.07	Major Multimodal Corridor (East)	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on both sides of ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on either side of ROW; or (3) a 5' wide sidewalk parallel to the existing sidewalk on either side of the ROW, and fill in any existing sidewalk gaps. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 14th Avenue	NE 4th Street	Seacrest Blvd	0.36	Major Multimodal Corridor (East)	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on south side of ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on either side of ROW; or (3) a 5' wide sidewalk parallel to the existing sidewalk on either side of the ROW, and fill in any existing sidewalk gaps. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	Seacrest Blvd (east side of ROW)	NE 14th Avenue	Palmetto Green Trail (Boynton Canal)	0.11	Major Multimodal Corridor (East)	City / County	Widen sidewalk on east side of ROW to 8' to 10' shared-use path. Would require property acquisition. Construct a 10' to 12' wide pedestrian bridge over Boynton Beach Canal on east side of Seacrest Blvd. Upgrade Palmetto Green Trail connections. In the interim, with the construction of RRFBs or PHBs at 14th Ave on the northside of the canal and the Palmetto Green Trail on the southside of the canal, the corridor can utilize the west side multimodal improvements. If easements or ROW could be acquired and use of ROW granted by the SFWMD, the bridge could be located anywhere between US Hwy 1 and Seacrest Blvd.
Boynton Canal Multimodal Corridor Evaluation (East)	Boynton Canal Multimodal Corridor	NW 1st Court (Principal Multimodal Corridor East)	High Ridge Rd	0.75	Multimodal Corridor Evaluation	City / FDOT	Evaluate the construction of a multimodal corridor that includes a crossing of Interstate 95, the TRI-Rail railroad tracks, and the Boynton Canal. The crossing of I-95 and the railroad tracks would be either by a multimodal overpass bridge or a multimodal underpass. The Boynton Canal crossing would feature a multimodal bridge. The multimodal corridor should accommodate people walking and bicycling. The width of multimodal improvements would be based on the modes of travel accommodated. The evaluation should include a 10' to 12' wide shared-use path or multi-use trail through City property west of 4th Street and either: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared use path replacing the existing sidewalk on either side of the ROW; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW along 4th Street NW and NW 14th Ave.
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	NE 15th Avenue	Boynton Canal	0.16	Major Multimodal Corridor (US 1)	City / FDOT	Evaluate the addition of green pavement markings to the existing bicycle lanes at intersections and driveways, and at the approach and departure of access connections. Evaluate periodic green pavement markings on the corridor, even if a conflict is not present, to increase visibility of the bicycle lanes.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
MULTIMODAL CORRIDORS PROPOSED BETWEEN BOYNTON CANAL & BOYNTON BEACH BLVD							
Principal Multimodal Corridor East of Interstate 95 providing an interconnected multimodal alternative to Seacrest Blvd	Palmetto Greens Trail (West) (Boynton Canal)	Seacrest Blvd	NW 13th Avenue	0.38	**Principal Multimodal Corridor (East)**	City	Widen existing multi-use trail to 12' wide to accommodate people walking and bicycling. Add enhanced landscape and hardscape features along the trail and shade trees or structures to the extent permitted by regulatory agencies.
	NW 4th Street	NW 13th Avenue	MLK Jr Blvd (NW 10th Ave)	0.15	**Principal Multimodal Corridor (East)**	City	Add 4' to 5' wide on-street bicycle lanes with green pavement markings and provide 16' to 18' of pavement width for motor vehicle travel without a marked center line. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible. Construct high visibility crosswalks or a raised intersection at MLK Jr. Blvd.
	NW 4th Street	MLK Jr Blvd (NW 10th Ave)	NW 8th Avenue	0.12	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' wide sidewalk along the east side of the ROW; (2) an 8' to 10' wide shared-use path on east side of ROW; (3) an 8' to 10' wide shared-use path on west side of ROW replacing the existing sidewalk; or (4) a 5' wide sidewalk adjacent to the existing sidewalk on the west side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible. Construct high visibility crosswalks or a raised intersection at NW 8th Ave.
	NW 4th Street	NW 8th Avenue	NW 4th Avenue	0.25	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes and 5' wide sidewalks on both sides of the ROW ; or (2) an 8' to 10' wide shared-use path on either side of ROW and a 5' wide sidewalk on the opposite side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NW 4th Street	NW 4th Avenue	Boynton Beach Blvd (SR 804)	0.12	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' wide sidewalk along the east side of ROW; (2) an 8' to 10' wide shared-use path on east side of ROW; (3) an 8' to 10' wide shared-use path on west side of ROW replacing the existing sidewalk; or (4) a 5' wide sidewalk adjacent to the existing sidewalk on the west side of the ROW. Construct a raised intersection or add enhanced pavement markings at NW 4th Avenue intersection. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
Multimodal Connector (Connectivity to Poinciana Elementary School & Palmetto Green Trail)	Poinciana Elementary	Palmetto Greens Trail (West)	Poinciana Elementary	0.22	**Minor Multimodal Corridor (East)**	City / School Board	To the extent feasible while ensuring student safety, provide a continuous multimodal corridor to connect the Palmetto Greens Trail (West) with Poinciana Elementary. Portions of the corridor access may be limited for school use only and open during school hours. Requires coordination with Palm beach County School Board.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Major Multimodal Corridor East of Interstate 95 providing an interconnected multimodal alternative to Seacrest Blvd	Palmetto Greens Trail (East)	Seacrest Blvd	NE 13th Avenue	0.20	**Major Multimodal Corridor (East)**	City	Widen existing multi-use trail to 10' to 12' wide to accommodate people walking and bicycling. Add enhanced landscape and hardscape features along the trail and shade trees or structures to the extent permitted by SFWMD.
	NE 13th Avenue	Palmetto Greens Trail (East)	NE 2nd Street	0.04	**Major Multimodal Corridor (East)**	City	Add 5' to 6' sidewalks along south side of ROW or evaluate the most appropriate treatments to calm traffic, lowers speeds, and provide a high visibility connection between the trail connection and NE 2nd Street. Consider raised intersection or use of decorative pavers or art along NE 13th Ave to transition between the trail connection and NE 2nd Street. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 2nd Street	NE 13th Avenue	MLK Jr. Blvd (NE 10th Avenue)	0.16	**Major Multimodal Corridor (East)**	City	Convert NE 2nd Street to a bicycle Blvd. Evaluate the most appropriate treatments to calm traffic to provide safe speeds for people to walk and bicycle and slow down motor vehicles. Use pavement markings and signage to indicate priority route for multimodal travel. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 2nd MMC	MLK Jr. Blvd (NE 10th Avenue)	NE 9th Avenue	0.07	**Major Multimodal Corridor (East)**	City	Construct a 12' to 14' wide multi-use trail between Martin Luther King Jr Blvd and NE 9th Ave. This property is currently owned by the Boynton Beach CRA. As an alternative to a multi-use trail, consider extension of NE 2nd Street as either a complete street or a curbless shared street. Property ownership varies between MLK Jr Blvd and NE 9th Ave. If an extension of NE 2nd Street is not viable, evaluate other connection options and property acquisition.
	NE 9th Avenue	NE 2nd MMC	NE 1st Street	0.07	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 1st Street	NE 9th Avenue	NE 6th Avenue	0.17	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on the east side of the ROW; or (2) an 8' to 10' wide shared-use path on the west side of ROW where there is no existing path or sidewalk. Evaluate the feasibility of adding on-street parking along one side of the ROW to slow down traffic, in conjunction with the multimodal improvement, if ROW is available. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 1st Street	NE 6th Avenue	NE 4th Avenue	0.13	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on the east side of the ROW; or (2) an 8' to 10' wide shared-use path on the west side of ROW where there is no existing path or sidewalk. Evaluate the feasibility of adding on-street parking along one side of the ROW to slow down traffic, in conjunction with the multimodal improvement, if ROW is available. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 1st Street	NE 4th Avenue	Boynton Beach Blvd (SR 804)	0.12	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on the east side of the ROW; or (2) an 8' to 10' wide shared-use path on the west side of ROW where there is no existing path or sidewalk. Evaluate the feasibility of adding on-street parking along one side of the ROW to slow down traffic, in conjunction with the multimodal improvement, if ROW is available. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Multimodal Connector (Connectivity between MLK Jr Blvd, US Hwy 1 & Palmetto Green Trail)	Palmetto Greens Trail (East)	NE 13th Avenue	Railroad Avenue	0.23	**Minor Multimodal Corridor (East)**	City	Widen existing multi-use trail to 10' to 12' wide to accommodate people walking and bicycling. Add enhanced landscape and hardscape features along the trail and shade trees or structures to the extent permitted by SFWMD.
	Railroad Avenue	NE 13th Avenue	MLK Jr. Blvd (NE 10th Avenue)	0.17	**Minor Multimodal Corridor (East)**	City	Construct a 5' wide sidewalk along the west side of the ROW.
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	Boynton Canal	MLK Jr. Blvd (NE 10th Avenue)	0.21	**Major Multimodal Corridor (US 1)**	City / FDOT	Evaluate the addition of green pavement markings to the existing bicycle lanes at intersections and driveways, and at the approach and departure of access connections. Evaluate periodic green pavement markings on the corridor, even if a conflict is not present, to increase visibility of the bicycle lanes. Restripe north bound buffered bicycle lane across Boynton Canal to a proper buffered bicycle lane. Add buffer to bike lanes on both sides of ROW from Boynton Canal to MLK Jr Blvd.
Multimodal Connector (Connects Major Multimodal Corridors (East & US 1), Principal Multimodal Corridor (East) & Galaxy Park Trails)	MLK Jr. Blvd (NE 10th Avenue)	Federal Hwy (US 1)	Railroad Avenue	0.04	**Minor Multimodal Corridor (East)**	City	Widen existing sidewalks along both sides of the ROW to 8' to 10' wide shared-use paths. Widen sidewalks across FEC Railroad to the maximum extent feasible and allowed by FEC.
	Railroad Avenue	MLK Jr. Blvd (NE 10th Avenue)	NE 9th Avenue	0.07	**Minor Multimodal Corridor (East)**	City	Convert to a one-way road northbound. Construct an 8' to 10' wide shared-use path along the west side of the ROW where adequate ROW exist or can be acquired. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 9th Avenue	Railroad Avenue	NE 2nd MMC	0.15	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. NE 9th Ave between NE 2nd MMC and NE 1st Street is part of Major Multimodal Corridor (East). Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 8th Avenue (portion of the corridor from NE 2nd MMC to NE 1st Street is part of the Major Multimodal Corridor East)	NE 1st Street	Seacrest Blvd	0.13	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. The multimodal corridor can be located on either NE 8th Ave or NE 7th Ave, whichever provides a safer crossing of Seacrest Blvd. Provide a raised median and a high visibility crosswalk with an rectangular rapid flashing beacon (RRFB) at the intersection with Seacrest Blvd. The high visibility crosswalk could be located at NE 7th Avenue to serve existing transit stops. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NW 8th Corridor (includes portions of NW 1st Street)	Seacrest Blvd	NW 2nd Street	0.24	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in existing sidewalk gaps on NW 8th Ave between Seacrest Blvd and NW 1st Street; or (2) an 8' to 10' wide shared-use path on either side of ROW. A portion of this corridor uses NW 1st Street to connect NW 8th Avenue. If on-street bicycle lanes are constructed, 5' wide sidewalks should be constructed along NW 1st Street and NW 8th Avenue between NW 1st Street and NW 2nd Street. Construct a raised intersection with NW 2nd Street to address existing intersection off-set. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NW 8th Avenue	NW 2nd Street	NW 4th Street	0.15	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalks on one side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NW 8th Avenue	NW 4th Street	Galaxy Park Trail	0.10	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; or (2) an 8' to 10' wide shared-use path on south side of ROW. Corridor cross-section should be consistent with appropriate multimodal connections to the Major Multimodal Corridor (Galaxy).

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
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MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	MLK Jr. Blvd (NE 10th Avenue)	NE 6th Avenue	0.25	**Major Multimodal Corridor (US 1)**	City / FDOT	Evaluate adding additional 4" pavement marking adjacent to existing bike lanes along both sides of the ROW to provide an additional buffer. Add periodic green pavement markings along bicycle lanes to increase visibility. Evaluate the construction of high visibility crosswalks and a pedestrian hybrid beacon (PHB) at NE 6th Avenue. Longer term evaluate the construction of curbside bicycle lanes and modify existing chevrons and on-street parking. Consider requirements for additional ROW to add on-street parking or curbside or buffered bicycle lanes as part of future redevelopment.
Major Multimodal Corridor (Galaxy Elementary & Galaxy Park)	NE 6th Avenue	Federal Hwy (US 1)	NE 3rd Street	0.13	**Major Multimodal Corridor (Galaxy)**	City	In the interim, the use of sharrows with high visibility markings can be provided. Conduct a study to determine the most appropriate multimodal facility as adjacent parcels redevelop. Ideally on-street bike lanes and sidewalks on both sides of the ROW or an 8' to 10' shared-use path would be constructed as adjacent land uses redevelop. NE 6th is the only FEC railroad crossing between Boynton Beach Blvd and MLK Jr Blvd. This would be a longer term project as ROW is constrained and adjacent land uses are industrial with paved access and parking across the existing ROW.
	NE 6th Avenue	NE 3rd Street	NE 1st Street (Major Multimodal Corridor East)	0.13	**Major Multimodal Corridor (Galaxy)**	City	Upgrade sidewalk on north side of ROW to an 8' to 10' wide shared-use path. Multimodal improvement subject to change based on type of facility connecting to Federal Hwy (US 1). Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 4th Avenue (Corridor uses part of Major Multimodal Corridor East between NE 6th and NE 4th)	NE 1st Street (Major Multimodal Corridor East)	Seacrest Blvd	0.12	**Major Multimodal Corridor (Galaxy)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalks on both sides of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Provide a high visibility crosswalk with a raised median and an RRFB or pedestrian hybrid beacon (PHB) at the intersection with Seacrest Blvd. Corridor could be relocated to NE 5th Avenue. The current ROW is constrained, additional ROW would be needed from the CRA prior to redevelopment of adjacent parcels. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible. Type of improvement subject to change based on LDRs and redevelopment of adjacent land uses.
	NW 4th Avenue	Seacrest Blvd	NW 4th Street	0.34	**Major Multimodal Corridor (Galaxy)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; or (2) an 8' to 10' wide shared-use path on south side of ROW. The south side of the ROW would provide a connection between Galaxy Park and the Barton Memorial Park Trail. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NW 4th Avenue	NW 4th Street	Galaxy Park	0.10	**Major Multimodal Corridor (Galaxy)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on either side of ROW replacing the existing sidewalk; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on the west side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	Galaxy Park Trail	NW 4th Avenue	NW 8th Avenue	0.36	**Major Multimodal Corridor (Galaxy)**	City	Upgrade existing sidewalk within Galaxy Park to provide an 8' to 10' wide shared use path. Construct an 8' to 10' wide shared-use path from the baseball field to NW 8th Avenue in a context sensitive manner. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NW 8th Avenue	NW 4th Street	Barton Memorial Park Trail	0.06	**Major Multimodal Corridor (Galaxy)**	City	Construct an 8' to 10' wide shared-use path on south side of ROW to connect the Galaxy Park Trail and the Barton Memorial Park Trail. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	Barton Memorial Park Trail	NW 8th Avenue	NW 12st Avenue	0.25	**Major Multimodal Corridor (Galaxy)**	City	Enhance and upgrade the Barton Memorial Park Trail to include hardscape and landscape improvements. Install street lighting for people walking and bicycling.
	NW 12th Avenue	Barton Memorial Park Trail	NW 4th Street (Principal Multimodal Corridor East)	0.15	**Major Multimodal Corridor (Galaxy)**	City	Construct on-street bicycle lanes or a bicycle blvd if ROW is constrained to connect Barton Memorial Park and Principal Multimodal Corridor (East). Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
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MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	NE 6th Avenue	Boynton Beach Blvd (SR 804)	0.25	**Major Multimodal Corridor (US 1)**	City / FDOT	Evaluate adding additional 4" pavement marking adjacent to existing bike lanes along both sides of the ROW to provide an additional buffer. Add periodic green pavement markings along bicycle lanes to increase visibility. Construct high visibility crosswalks at Boynton Beach Blvd. Longer term evaluate the construction of curbside bicycle lanes and modify existing chevrons and on-street parking. Consider requirements for additional ROW to add on-street parking or curbside or buffered bicycle lanes as part of future redevelopment.
Major Multimodal Corridor (Boynton Beach Blvd)	E. Boynton Beach Blvd	NE 6th Street	US Hwy 1	0.16	**Major Multimodal Corridor (Boynton Beach Blvd)**	City	Corridor was updated based on prior mobility plan. Shown for connectivity and illustration purposes only.
	E. Boynton Beach Blvd	US Hwy 1	I-95 East Ramps	0.89	**Major Multimodal Corridor (Boynton Beach Blvd)**	FDOT	Project currently under construction with 9' wide sidewalks on the north and 15' wide sidewalks on the south. Shown for connectivity and illustration purposes only.
MULTIMODAL CORRIDORS PROPOSED BETWEEN BOYNTON BEACH BLVD & WOOLBRIGHT RD							
Principal Multimodal Corridor East of Interstate 95 providing enhanced multimodal access to Forest Park Elementary School	Boynton Beach Blvd (SR 804)	NW 4th Street	NW 3rd Street	0.06	**Principal Multimodal Corridor (East)**	City / FDOT	Construct high visibility crosswalks and a pedestrian hybrid beacon (PHB) to connect the Principal Multimodal Corridor East of Interstate 95 across Boynton Beach Blvd.
	NW 3rd Street	Boynton Beach Blvd (SR 804)	W. Ocean Avenue	0.12	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on east side of ROW; (3) an 8' to 10' wide shared-use path on west side of ROW replacing the existing sidewalk; or (4) a 5' wide sidewalk adjacent to the existing sidewalk on the west side of the ROW. Construct a raised intersection or add enhanced pavement markings at W. Ocean Ave intersection. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 3rd Street	W. Ocean Avenue	SW 2nd Avenue	0.12	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on east side of ROW; (3) an 8' to 10' wide shared-use path on west side of ROW replacing the existing sidewalk; or (4) a 5' wide sidewalk adjacent to the existing sidewalk on the west side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 3rd Street	SW 2nd Avenue	SW 4th Avenue	0.12	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on west side of ROW; (3) an 8' to 10' wide shared-use path on east side of ROW replacing the existing sidewalk; or (4) a 5' wide sidewalk adjacent to the existing sidewalk on the east side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 4th Avenue	SW 3rd Street	SW 3rd Street	0.08	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill sidewalk gap on the north side of ROW; (2) an 8' to 10' wide shared-use path on south side of ROW; or (3) an 8' to 10' wide shared-use path on north side of ROW replacing existing sidewalk. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 3rd Street	SW 4th Avenue	SW 14th Avenue	0.57	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on east side of ROW; (3) an 8' to 10' wide shared-use path on west side of ROW replacing the existing sidewalk; or (4) a 5' wide sidewalk adjacent to the existing sidewalk on the west side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 14th Avenue	SW 3rd Street	SW 2nd Street	0.13	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Construct a raised intersection or high visibility crosswalk at SW 2nd Street. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 2nd Street	SW 14th Avenue	Woolbright Road	0.07	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on the west side of the ROW; (2) an 8' to 10' wide shared-use path on west side of ROW; (3) an 8' to 10' wide shared-use path on east side of ROW replacing the existing sidewalk; or (4) a 5' wide sidewalk adjacent to the existing sidewalk on the east side of the ROW. Construct a pedestrian hybrid beacon (PHB) on Woolbright Road at SW 2nd Street. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
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MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Major Multimodal Corridor East of Interstate 95 provide an interconnected multimodal alternative to Seacrest Blvd	NE / SE 1st Street	Boynton Beach Blvd (SR 804)	SE 2nd Avenue	0.25	**Major Multimodal Corridor (East)**	City	Various multimodal upgrades constructed by proposed developments or proposed curbless shared street to be constructed by the City (See Streets Plan)
	SE 1st Street	SE 2nd Avenue	Woolbright Road	0.75	**Major Multimodal Corridor (East)**	City	Funded 10' wide shared-use path on the west side of the ROW.
	SE 12th Avenue	Federal Hwy (US 1)	SE 1st Street	0.19	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street buffered bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on either side of ROW replacing the existing sidewalk; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Coordinate with FEC Railway on the most appropriate multimodal improvements across railroad tracks and connecting to SE. 1st Street. Provide high visibility crosswalk or raised intersection at SE 1st Street.
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	Boynton Beach Blvd (SR 804)	W. Ocean Avenue	0.12	**Major Multimodal Corridor (US 1)**	City / FDOT	Evaluate adding additional 4" pavement marking adjacent to existing bike lanes along both sides of the ROW to provide an additional buffer. Add periodic green pavement markings along bicycle lanes to increase visibility. Construct high visibility crosswalks at W. Ocean Ave.
Ocean Ave Multimodal Corridor Evaluation	Ocean Corridor	SW 3rd Street (Principal Multimodal Corridor East)	SW 8th Street (Principal Multimodal Corridor West)	0.72	**Multimodal Corridor Evaluation**	City / FDOT	Evaluate the construction of a multimodal bridge over Interstate 95 and the railroad tracks for people walking and bicycling. The evaluation shall include the appropriate types of access ramps and stairs along both sides of the Interstate, with enhanced design considerations adjacent to residential dwellings east of I-95. The evaluation would also include determining the most appropriate multimodal improvements to be constructed along W. Ocean Ave (east of I-95) and W. Ocean Drive (west of I-95).
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	W. Ocean Avenue	SE 5th Avenue	0.29	**Major Multimodal Corridor (US 1)**	City / FDOT	Evaluate adding additional 4" pavement marking adjacent to existing bike lanes along both sides of the ROW to provide an additional buffer. Add periodic green pavement markings along bicycle lanes to increase visibility. Evaluate the construction of high visibility crosswalks and a pedestrian hybrid beacon (PHB) at SE 5th Avenue.
Multimodal Connector Major Multimodal Corridor (US 1) to Principal Multimodal Corridor (East)	SE 5th Avenue	Federal Hwy (US 1)	SE 3rd Street	0.14	**Minor Multimodal Corridor (East)**	City	See Streets Plan for Walking and Streetscape Enhancement
	SE 5th Avenue	SE 3rd Street	SE 1st Street	0.11	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Coordinate with FEC Railway on the appropriate type of multimodal improvement across railroad tracks.
	SE 6th Avenue	SE 1st Street	Seacrest Blvd	0.12	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Construct high visibility crosswalk at Seacrest Blvd with either a RRFB or a PHB.
	SW 6th Avenue	Seacrest Blvd	SW 2nd Street	0.25	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill sidewalk gap on the north side of ROW; (2) an 8' to 10' wide shared-use path on south side of ROW; or (3) an 8' to 10' wide shared-use path on north side of ROW replacing existing sidewalk.
	SW 6th Avenue	SW 2nd Street	SW 3rd Street	0.13	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Construct raised intersection or high visibility crosswalk at SW 3rd Street.
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	SE 5th Avenue	SE 12th Avenue	0.39	**Major Multimodal Corridor (US 1)**	City / FDOT	Evaluate adding additional 4" pavement marking adjacent to existing bike lanes along both sides of the ROW to provide an additional buffer. Add periodic green pavement markings along bicycle lanes to increase visibility. Evaluate the construction of high visibility crosswalks and a pedestrian hybrid beacon (PHB) at SE 12th Avenue.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Multimodal Connector (Connects Major Multimodal Corridor (East), Principal Multimodal Corridor (East) & Forest Park Elementary School)	SE 12th Avenue	SE 1st Street	Seacrest Blvd	0.11	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on either side of ROW replacing the existing sidewalk; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Construct high visibility crosswalk at Seacrest Blvd with either a RRFB or a PHB.
	SW 12th Avenue	Seacrest Blvd	SW 2nd Street	0.24	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on south side of ROW; (3) an 8' to 10' wide shared-use path on north side of ROW replacing the existing sidewalk; or (4) a 5' wide sidewalk adjacent to the existing sidewalk on the north side of the ROW.
	SW 12th Avenue	SW 2nd Street	SW 3rd Street	0.13	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on north side of ROW; (3) an 8' to 10' wide shared-use path on south side of ROW replacing the existing sidewalk; or (4) a 5' wide sidewalk adjacent to the existing sidewalk on the south side of the ROW. Construct raised intersection or high visibility crosswalk at SW 3rd Street. Evaluate for additional traffic calming, if warranted.
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	SE 12th Avenue	Woolbright Road	0.19	**Major Multimodal Corridor (US 1) & Major Multimodal Corridor (East)**	City / FDOT	Evaluate adding additional 4" pavement marking adjacent to existing bike lanes along both sides of the ROW to provide an additional buffer. Add periodic green pavement markings along bicycle lanes to increase visibility. Construct high visibility crosswalks at Woolbright Road.
MULTIMODAL CORRIDORS PROPOSED BETWEEN WOOLBRIGHT RD & GULFSTREAM BLVD							
Principal Multimodal Corridor (East of Interstate 95 providing an interconnected multimodal alternative to Seacrest Blvd)	Little League Park (Woolbright R	SW 2nd Street	SW 3rd Street	0.13	**Principal Multimodal Corridor (East)**	City	Construct an 8' to 10' shared-use path adjacent to Woolbright Road ROW. If property is constrained, construct a 5' wide sidewalk adjacent to existing sidewalk along Woolbright Road.
	SW 3rd Street	Little League Park (Woolbright Road)	SW 23rd Avenue	0.46	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Construct high visibility crosswalk with an RRFB or PHB at intersection with SW 23rd Avenue.
	SW 23rd Avenue	SW 3rd Street	SW 5th Street	0.20	**Principal Multimodal Corridor (East)**	City / County	Construct an 8' to 10' wide shared-use path and replace the existing sidewalk on the south side of the ROW or provide a separate 5' to 6' wide sidewalk parallel to the existing SW 23rd Avenue to provide a total of 10' to 12' for people walking and bicycling.
	SW 5th Street	SW 23rd Avenue	SW 25th Avenue	0.12	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW and replace the existing sidewalk; or (3) a 5' to 6' wide sidewalk parallel to the existing sidewalk along either side of the ROW.
	SW 5th Street	SW 25th Avenue	SW 27th Avenue	0.17	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in existing sidewalk gaps on both sides of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW and replace small portions of the existing sidewalk.
	SW 27th Avenue	SW 5th Street	SW 4th Street	0.05	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW.
	SW 4th Street	SW 27th Avenue	SW 28th Avenue	0.21	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW.
	Churchill Drive	SW 28th Avenue	Chapel Hill Blvd	0.15	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Construct a raised intersection or high visibility crosswalks at Chaple Hill Blvd.
	Chapel Hill Blvd	Churchill Drive	Seacrest Blvd	0.06	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW.
	Seacrest Blvd	Chapel Hill Blvd	Gulfstream Blvd	0.48	**Principal Multimodal Corridor (East)**	City / County	Construct on-street bike lanes with green pavement markings similar to the cross-section within Delray Beach.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Multimodal Connector (Forest Hills Park)	SW 25th Avenue	SW 5th Street (Principal Multimodal Corridor East)	SW 6th Street	0.05	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW and replace the existing sidewalk; or (3) a 5' to 6' wide sidewalk parallel to the existing sidewalk along either side of the ROW.
	SW 25th Avenue	SW 6th Street	Forest Hills Park	0.23	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Within the park, either: (1) construct an 8' to 10' wide shared-use path and replace the existing sidewalk; or (2) construct a parallel 5' to 6' wide sidewalk which may be separate from the existing sidewalk to accommodate landscape.
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	Woolbright Road	SE 21st Avenue	0.37	**Major Multimodal Corridor (US 1) & Major Multimodal Corridor (East)**	City / FDOT	Evaluate adding additional 4" pavement marking adjacent to existing bike lanes along both sides of the ROW to provide an additional buffer. Add periodic green pavement markings along bicycle lanes to increase visibility. Underground existing overhead utilities. Evaluate the construction of high visibility crosswalks and a pedestrian hybrid beacon (PHB) at SE 21st Avenue.
Major Multimodal Corridor East of Interstate 95 provide an interconnected multimodal alternative to Seacrest Blvd	SE 21st Avenue	Federal Hwy (US 1)	SE 3rd Street	0.17	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Construct high visibility crosswalk and a PHB at Federal Hwy (US 1).
	SE 3rd Street	SE 21st Avenue	SE 23rd Avenue	0.14	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on the east side of the ROW; (2) an 8' to 10' wide shared-use path on the west side of ROW; (3) an 8' to 10' wide shared-use path on the east side of ROW and replace existing sidewalk.
	SE 23rd Avenue	SE 3rd Street	SE 2nd Street	0.06	**Major Multimodal Corridor (East)**	City	Widen existing sidewalk on the south side of the ROW. Coordinate with FEC Railroad on the appropriate type of multimodal upgrade along the south side of the ROW. Construct a high visibility crosswalk with an RRFB or PHB on SE 23rd Avenue at SE 3rd Street.
	SE 2nd Street	SE 23rd Avenue	SE 26th Avenue	0.19	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on east side of ROW; (3) an 8' to 10' wide shared-use path on west side of ROW replacing the existing sidewalk; or (4) a 5' wide sidewalk adjacent to the existing sidewalk on the west side of the ROW.
	SE 26th Avenue	SE 2nd Street	SE 1st Street	0.10	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on the north side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW and replace existing sidewalk and fill in sidewalk gaps on the side of the ROW without a shared-use path.
	SE 1st Street	SE 26th Avenue	SE 27th Avenue	0.07	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on the west side of the ROW; or (2) an 8' to 10' wide shared-use path on east side of ROW; or (3) construct a 5' wide sidewalk parallel to the existing sidewalk then construct an 8' to 10' wide shared use path to fill existing gap on west side of the ROW.
	SE 27th Avenue	SE 1st Street	SE 2nd Street	0.10	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and construct sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW.
	SE 2nd Street	SE 27th Avenue	SE 31st Avenue	0.39	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on the east side of the ROW; or (2) an 8' to 10' wide shared-use path on west side of ROW and fill in the gap in the sidewalk on the east side of the ROW; or (3) construct a 5' wide sidewalk parallel to the existing sidewalk then construct an 8' to 10' wide shared use path to fill existing gap on east side of the ROW. Multimodal corridor may run within portions of Betty Thomas Park.
	SE 31st Avenue	SE 2nd Street	Seacrest Blvd	0.38	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and construct sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Coordinate with County on access connections to Seacrest Scrub Natural Area if connections can be closed when the natural area is closed to the public.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Multimodal Connector Connectivity to Principal & Major Multimodal Corridors (East)	Bethesda Hospital (Baptist Healt	SW 23rd Avenue (Principal Multimodal Corridor East)	Seacrest Blvd	0.26	**Minor Multimodal Corridor (East)**	City / Hospital	Coordinate with Bethesda Hospital (Baptist Health) on the construction of a context sensitive multimodal improvement that connects SW 23rd Avenue with Seacrest Blvd. The preference would be a 10' to 12' wide shared-use path either within a ROW or an easement. The intent of the multimodal improvement would be to connect the Principal and Major Multimodal Corridors East with the Hospital. The alignment shown on the map is conceptual and the attempt is to run along the perimeter of the property to minimize any conflicts with internal circulation of the hospital.
	SE 26th Avenue	Seacrest Blvd	SE 1st Street (Major Multimodal Corridor East)	0.18	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on the north side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW and replace existing sidewalk and fill in sidewalk gaps on the side of the ROW without a shared-use path. Construct high visibility crosswalks at Seacrest Blvd.
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	SE 21st Avenue	SE 23rd Avenue	0.14	**Major Multimodal Corridor (US 1)**	City / FDOT	Evaluate adding additional 4" pavement marking adjacent to existing bike lanes along both sides of the ROW to provide an additional buffer. Add periodic green pavement markings along bicycle lanes to increase visibility. Underground existing overhead utilities. Construct high visibility crosswalks at SE 23rd Avenue.
	Federal Hwy (US 1)	SE 23rd Avenue	Old Dixie Hwy	0.45	**Major Multimodal Corridor (US 1)**	City / FDOT	Evaluate adding additional 4" pavement marking adjacent to existing bike lanes along both sides of the ROW to provide an additional buffer. Add periodic green pavement markings along bicycle lanes to increase visibility. Underground existing overhead utilities. Evaluate the construction of high visibility crosswalks and a pedestrian hybrid beacon (PHB) at the intersection of US Hwy 1 and Old Dixie Hwy.
Multimodal Connector Major Multimodal Corridor (US 1) to Principal Multimodal Corridor (East)	Old Dixie Hwy	Federal Hwy (US 1)	Gulfstream Blvd	0.79	**Minor Multimodal Corridor (East)**	City	Widen existing sidewalks to shared-use paths or construct protected bicycle lanes adjacent to existing sidewalks along both side of the ROW. Evaluate intersections for multimodal safety enhancements.
	Gulfstream Blvd	Federal Hwy (US 1)	Seacrest Blvd	0.50	**Minor Multimodal Corridor (East)**	City	Widen existing sidewalk on the north side of ROW to a 10' to 12' wide shared-use path. Add landscape and enhanced crosswalks along the north side of the ROW.
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	Old Dixie Hwy	Gulfstream Blvd	0.67	**Major Multimodal Corridor (US 1)**	City / FDOT	Evaluate adding additional 4" pavement marking adjacent to existing bike lanes along both sides of the ROW to provide an additional buffer. Add periodic green pavement markings along bicycle lanes to increase visibility. Underground existing overhead utilities. Construct high visibility crosswalks at Gulfstream Blvd.
BOARDWALKS PROPOSED BETWEEN GATEWAY BLVD & GULFSTREAM BLVD							
Boardwalks	New Boardwalk	NE 6th Ave	Boynton Beach Blvd	0.18	**Boardwalk**	City	Construct 12' to 14' wide boardwalk along intercoastal.
	New Boardwalk	E Ocean Ave	SE 2nd Ave	0.10	**Boardwalk**	City	Upgrade existing boardwalk along intercoastal adjacent to the Coastal Towers Condo Association.
	New Boardwalk	Snug Harbor Dr	Existing boardwalk at Seagate Condos	0.37	**Boardwalk**	City	Construct 12' to 14' wide boardwalk along intercoastal.
	New Boardwalk	Tuscan Wy (Existing Boardwalk)	Jaycee Park	0.17	**Boardwalk**	City	Construct 12' to 14' wide boardwalk along intercoastal.
	New Boardwalk	Jaycee Park (Existing boardwalk)	Colonial Club (Existing boardwalk)	0.02	**Boardwalk**	City	Construct new 12' to 14' boardwalk in small gap between existing boardwalks at Jaycee Park and the Colonial Club

APPENDIX G3

Multimodal Corridors Plan Detail: West

APPENDIX G3: MULTIMODAL CORRIDOR PLAN DETAIL (WEST)

Corridor	Street	From	To	Length (Mi)	Project Type	Construction / Maintenance Entity	Project Description
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
Principal Multimodal Corridor (West of Interstate 95 providing an interconnected multimodal alternative to Congress Avenue) **Connects the following:** **Lake Worth Christian School, Imagine Chancellor School, TRI-Rail Station, Pioneer Canal Park, Laurel Hills Park, Private Community Parks, & Caloosa Park**	High Ridge Rd	Newport Place	Oakwood Ct	0.39	**Principal Multimodal Corridor (West)**	City / County	Widen existing sidewalks to 8' to 10' wide shared-use paths or construct 5' to 6' protected bike lanes parallel to existing sidewalks along both sides of the ROW. Enhances multimodal connectivity to Discovery Village and High Ridge Scrub Natural Area.
	High Ridge Rd	Oakwood Ct	Miner Rd	0.41	**Principal Multimodal Corridor (West)**	City / County	Widen existing sidewalks to 8' to 10' wide shared-use paths or construct 5' to 6' protected bike lanes parallel to existing sidewalks along both sides of the ROW. Enhances multimodal connectivity to Imagine Chancellor Charter School and Lake Worth Christian School.
	High Ridge Rd	Miner Rd	Gateway Blvd	0.55	**Principal Multimodal Corridor (West)**	City	Construct 10' shared-use paths on both sides of the ROW. Project is in the 2045 LRTP. High Ridge is proposed to be widened to four lanes from NW 25th Avenue to Miner Road (See Streets Plan).
	High Ridge Rd	Gateway Blvd	Park Ridge Blvd	0.63	**Principal Multimodal Corridor (West)**	City	Construct a 8' to 10' wide shared-use path west side of the ROW replacing the existing sidewalk. As an alternative, construct a 5' wide sidewalk adjacent to the existing sidewalk along the west side of the ROW.
	High Ridge Rd	Park Ridge Blvd	Stanley Weaver Canal	0.15	**Principal Multimodal Corridor (West)**	City	Construct an 8' to 10' wide shared-use path as a replacement of the existing sidewalk along the west side of the ROW. As an alternative, fill in the gap in the existing sidewalk to the canal and construct a 5' wide sidewalk adjacent to the existing sidewalk.
	Stanley Weaver Canal	High Ridge Rd	Pioneer Canal Park	0.21	**Principal Multimodal Corridor (West)**	City	Construct a 12' wide multimodal bridge across the Stanley Weaver Canal. Construct a 10' to 12' wide shared-use path along the south side of the canal. Coordinate with South FL WMD on use of canal ROW. As an alternative, seek to acquire an easement or purchase ROW from private property and construct the 10' to 12' wide shared-use path along the north side of the ROW and construct the multimodal bridge to connect with Pioneer Canal Park.
	Pioneer Canal Park	Stanley Weaver Canal	NW 13th Avenue	0.27	**Principal Multimodal Corridor (West)**	City	Construct a 10' to 12' wide shared-use path through the park to align with NW 7th Court. The shared-use path may be split into separate 5' to 6' wide paths to maneuver around existing trees or existing structures.
	NW 7th Court	NW 13th Avenue	NW 8th Avenue	0.28	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and complete sidewalk gaps along both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path along either side of the ROW and replace the existing sidewalk. Or fill in sidewalk gaps on one side of the ROW and construct a parallel 5' wide sidewalk (Provides a total of 10' of multimodal improvements for walking and bicycling).
	NW 8th Avenue	NW 7th Court	NW 7th Street	0.06	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and a 5' wide sidewalk along the north side of the ROW. As an alternative, construct an 8' to 10' wide shared-use path along the south side of the ROW and replace the existing sidewalk. Or construct a parallel 5' wide sidewalk on the south side of the ROW (Provides a total of 10' of multimodal improvements for walking and bicycling). The proposed improvement shifts to NW 7th Street due to limited ROW along NW 7th Court between NW 8th Avenue and NW 4th Avenue.
	NW 7th Street	NW 8th Avenue	NW 5th Avenue	0.16	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and complete sidewalk gaps along both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path along either side of the ROW and either replace the existing sidewalk or construct a parallel 5' wide sidewalk. If constructing a shared-use path, fill in gaps on the side of the ROW where the path is constructed.
	Laurel Hills Park	NW 5th Avenue	NW 4th Avenue	0.07	**Principal Multimodal Corridor (West)**	City	Construct an 8' to 10' wide shared-use path through Laurel Hills Park due to a 30' wide ROW along NW 7th Street from NW 5th Avenue to Boynton Beach Blvd. The shared-use path may be split into separate 5' wide paths to maneuver around existing trees or existing structures.
	NW 4th Avenue	NW 7th Street	NW 7th Court	0.05	**Principal Multimodal Corridor (West)**	City	Construct an 8' to 10' wide shared-use path through Laurel Hills Park. The shared-use path may be split into separate 5' wide paths to maneuver around existing trees or existing structures. Construct a raised table-top crosswalk with a vertical crossing to transition from the north side of the ROW to the south side of the ROW and avoid the need to acquire an easement or ROW along the north side of NW 4th Avenue outside of the park parcel.
	NW 7th Court	NW 4th Avenue	Boynton Beach Blvd (SR 804)	0.14	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and complete sidewalk gaps along the west side of the ROW. As an alternative, construct an 8' to 10' wide shared-use path along the east side of the ROW and fill in the sidewalk gaps on the west side of the ROW. Or fill in the sidewalk gaps on the west side of the ROW and construct a parallel 5' wide sidewalk on the west side of the ROW (provides a total of 10' for walking and bicycling).

APPENDIX G3: MULTIMODAL CORRIDOR PLAN DETAIL (WEST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
Principal Multimodal Corridor (West of Interstate 95 providing an interconnected multimodal alternative to Congress Avenue) **Connects the following:** **Lake Worth Christian School, Imagine Chancellor School, TRI-Rail Station, Pioneer Canal Park, Laurel Hills Park, Private Community Parks, & Caloosa Park**	Boynton Beach Blvd (SR 804)	NW 7th Court	SW 8th Street	0.11	**Principal Multimodal Corridor (West)**	City / FDOT	Provide high-visibility cross-walks along the north side of the ROW where crossing an intersection or driveway. Evaluate the acquisition of an easement or ROW to provide a 10' wide shared-use path on the north side of the ROW. Provide high visibility crosswalks at SW 8th Street. Upgraded bicycle lanes and sidewalk improvements are currently funded in FY 25 / 26 as part of a resurfacing project along Boynton Beach Rd.
	SW 8th Street	Boynton Beach Blvd (SR 804)	Ocean Drive	0.28	**Principal Multimodal Corridor (West)**	City	Construct protected bike lanes along both sides of the ROW adjacent to the existing sidewalks. Provide high visibility crosswalks across intersections. If not feasible, add on-street bicycle lanes and a 8' to 10' wide shared-use path along the west side of the ROW. The shared-use path can either replace the existing sidewalk or construct an adjacent 5' wide sidewalk. A center turn lane is also proposed for this corridor (See Streets Plan).
	Ocean Drive	SW 8th Street	SW 18th Street	0.36	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Provide a raised intersection, high visibility crosswalks, or a roundabout at SW 18th Street. If on-street bicycle lanes are provided, provide access ramps to sidewalks where the are structures over canals. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 18th Street	Ocean Drive	Woolbright Rd	0.84	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Provide high visibility crosswalks at Woolbright Road. If on-street bicycle lanes are provided, provide access ramps to sidewalks where the are structures over canals. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 18th Street	Woolbright Rd	SW 23rd Avenue	0.56	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Provide high visibility crosswalks and a pedestrian hybrid beacon (PHB) at SW 23rd Avenue. If on-street bicycle lanes are provided, provide access ramps to sidewalks where the are structures over canals. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 12th Court	SW 23rd Avenue	SW 11th Street	0.25	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps along both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Fill in gaps in the sidewalk system along the side of the ROW where the shared-use path is constructed. Construct a raised intersection or high visibility crosswalks at SW 11th Street. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 11th Street	SW 23rd Avenue	Caloosa Park Trail	0.49	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk along one side of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the small portions of existing sidewalks. Construct a raised intersection or high visibility crosswalks at SW 27th Avenue. Construct the improvements to the existing multimodal bridge over the canal. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.

APPENDIX G3: MULTIMODAL CORRIDOR PLAN DETAIL (WEST)

Corridor	Street	From	To	Length (Mi)	Project Type	Construction / Maintenance Entity	Project Description
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
Major Multimodal Corridor (West of Interstate 95 providing an interconnected multimodal alternative to Congress Avenue) **Connects the following:** **Boynton Beach High School, Renaissance Commons, Boynton Beach Mall, & Congress Middle School**	Park Ridge Blvd	High Ridge Rd	Alpha Dr	0.41	**Major Multimodal Corridor (West)**	City	Construct a 10' wide shared-use path along the south side of the ROW or add a 5' wide sidewalk adjacent to the existing sidewalk along the north side of the ROW.
	Park Ridge Connector	Park Ridge Blvd	Renaissance Commons Blvd	0.52	**Major Multimodal Corridor (West)**	City / Other Government	Construct a 10' wide shared-use path that connects the proposed Park Ridge Blvd shared-use path and runs along the north side of the Stanley Weaver Canal and includes a multimodal bridge over the Lake Ida Canal to connect with the existing multimodal facility parallel to the Stanley Weaver Canal. If the multimodal facility on the north side of the ROW is privately owned between the Lake Ida Canal and Renaissance Commons Blvd, evaluate construction of an 8' to 10' wide shared-use path within the canal ROW. Coordinate use of canal ROW with School Board and S. FL. WMD.
	Renaissance Commons Blvd	North side of canal	South side of canal	0.03	**Major Multimodal Corridor (West)**	City / Developer / Other Government	Provide high-visibility crosswalks or raised crosswalks and rapid rectangular flashing beacons (RRFBs) on north and south sides of the bridge at the crossing locations for multimodal facilities.
	Renaissance Commons Connector	Renaissance Commons Blvd	Congress Ave	0.15	**Major Multimodal Corridor (West)**	City / Developer / Other Government	Construct an 8' to 10' wide shared-use path or a 5' to 6' wide path on the north side of the existing sidewalk. Coordinate use of canal ROW with S. FL. WMD. Construct a high visibility crosswalk and a pedestrian hybrid beacon (PHB) at Congress Ave. Separate facilities for people walking and bicycling is preferred to maintain existing landscape. Install lighting along the multimodal facilities. **Alternative:** If a PHB is not permitted at Congress Ave, then direct people walking and bicycling to travel south (.10 miles) along the west side of Congress Ave to cross at the Boynton Village traffic signal.
	Renaissance Commons Connector	Congress Ave	Boynton Mall Trail	0.26	**Major Multimodal Corridor (West)**	City / Developer / Other Government	Construct an 8' to 10' wide shared-use path on the southside of the canal. Coordinate use of canal ROW with Lake Worth Drainage District. If the S. FL. WMD and Lake Worth Drainage District does not grant use of the canal ROW, coordinate with CDD and private property owners to evaluate use of Audace Ave and Mall Entrance Road to provide a parallel multimodal facility to the shared-use path along the canal. **Alternative:** If a PHB is not permitted at Congress Ave, then consider an 8' wide shared-use path along the northern access connection to Congress Ave that aligns with the Boynton Village traffic signal or upgrade the current 5' wide sidewalk along the west side of Congress Avenue to an 8' to 10' wide shared-use path. Construct a high visibility crosswalks along the north side of the Congress Ave intersection.
	Boynton Mall Trail	Renaissance Commons Connector	Winchester Park Blvd	0.85	**Major Multimodal Corridor (West)**	City / Developer	Construct an 8' to 10' wide shared-use path along the western and southern portions of the mall from the canal to the Mall Entrance Road that aligns with Winchester Park Blvd. Construction of the shared-use path will require coordination with the Mall Owners and obtaining a public access easement for the multimodal facility.
	Winchester Park Blvd	Boynton Mall Trail	Boynton Beach Blvd (SR 804)	0.37	**Major Multimodal Corridor (West)**	City / FDOT	Widen existing sidewalks to 8' to 10' wide shared-use paths or construct 5' to 6' protected bike lanes parallel to existing sidewalks along both sides of the ROW. Due to turn lanes, portions of the bicycle lanes may need to share the facility with the existing sidewalk. Construct high visibility crosswalks at both Old Boynton Road and Boynton Beach Blvd.
	Ocean Drive Connector	Boynton Beach Blvd (SR 804)	Congress Ave	0.37	**Major Multimodal Corridor (West)**	City / Developer / Other Government	Construct a 12' to 14' wide multi-use trail that connects Congress Avenue and Boynton Beach Blvd at the intersection with Winchester Park Blvd. The multimodal corridor will require coordination with adjacent property owners to secure the necessary rights-of-way (ROW) or easements. Construct high visibility crosswalks at Congress Avenue.
	Ocean Drive	Congress Ave	SW 18th Street	0.39	**Major Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
Major Multimodal Corridor (Gateway Blvd)	Gateway Blvd	I-95 East Ramps	High Ridge Rd	0.20	**Major Multimodal Corridor (Gateway Blvd)**	City / FDOT	Construct wider sidewalks and buffered bicycle lanes as part of resurfacing and future interchange improvements. Currently 2045 LRTP project.
	Gateway Blvd	High Ridge Rd	Quantum Blvd	0.55	**Major Multimodal Corridor (Gateway Blvd)**	City	Construct wider sidewalks where ROW is available. Construct buffered bicycle lanes in conjunction with future resurfacing
	Gateway Blvd	Quantum Blvd	Renaissance Commons Blvd	0.41	**Major Multimodal Corridor (Gateway Blvd)**	City	Construct wider sidewalks where ROW is available. Construct buffered bicycle lanes in conjunction with future resurfacing
	Gateway Blvd	Renaissance Commons Blvd	Congress Ave	0.22	**Major Multimodal Corridor (Gateway Blvd)**	City	Construct wider sidewalks where ROW is available. Construct buffered bicycle lanes in conjunction with future resurfacing
Major Multimodal Corridor (Boynton Beach Blvd)	Boynton Beach Blvd (SR 804)	I-95 East Ramps	I-95 West Ramps	0.18	**Major Multimodal Corridor (Boynton Beach Blvd)**	City / FDOT	Construct wider sidewalks and buffered bicycle lanes as part of resurfacing and future interchange improvements. Currently funded in FY 25 / 26.
	Boynton Beach Blvd (SR 804)	I-95 West Ramps	Congress Avenue	1.00	**Major Multimodal Corridor (Boynton Beach Blvd)**	City / FDOT	Construct wider sidewalks and buffered bicycle lanes as part of resurfacing. Currently funded in FY 25 / 26. A portion of this facility (0.16 miles) between NW 7th Street and SW 8th Street is part of the Principal Multimodal Corridor West of I-95.
	Boynton Beach Blvd (SR 804)	Congress Avenue	Winchester Park Blvd	0.20	**Major Multimodal Corridor (Boynton Beach Blvd)**	City / FDOT	Construct wider sidewalks and buffered bicycle lanes as part of resurfacing.

APPENDIX G3: MULTIMODAL CORRIDOR PLAN DETAIL (WEST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
Multimodal Connector (Connect existing multimodal facilities on Congress Avenue with proposed Principal Multimodal Corridor (West)	Miner Road	High Ridge Rd	Quantum Connector Trail	0.32	**Minor Multimodal Corridor (West)**	City / County	Construct a 10' wide shared-use path on the south side of the ROW. Provide a connection to the Quantum Connector Trail. Proposed center turn lane (See Streets Plan).
	Miner Road	Quantum Connector Trail	Congress Ave	0.63	**Minor Multimodal Corridor (West)**	City / County	Construct an 8' to 10' wide shared-use path on the south side of the ROW to provide a connection to Congress Avenue. Proposed center turn lane (See Streets Plan).
Multimodal Connector (Connects Miner Road, Thomas A. McGillicuddy Eco-Park and existing multimodal facilities on Quantum Blvd & Congress Avenue)	Quantum Blvd Connector	Miner Road	Quantum Blvd	0.43	**Minor Multimodal Corridor (West)**	City	Construct a 10' to 12' wide shared-use path within the Thomas A. McGillicuddy Eco-Park At Quantum Corporate Park that connects the proposed multimodal connector on Miner Rd to the existing shared-use path on Quantum Blvd. Construct a Rectangular Rapid Reflective Beacon (RRFB) at the existing crosswalk.
	Quantum Blvd (existing shared-use path)	Quantum Blvd Connector	Gateway Blvd	0.37	**Minor Multimodal Corridor (West)**	City	An 8' wide shared-use path exist on the west side of the ROW. Construct high visibility crosswalks at intersections and driveways. Add hardscape and landscape amenities along the corridor. The existing shared-use path provides connectivity to Gateway Blvd.
		Quantum Blvd Connector	Congress Ave	0.83	**Minor Multimodal Corridor (West)**	City	An 8' wide shared-use path exist on the south side of the ROW. Construct high visibility crosswalks at intersections and driveways. Add hardscape and landscape amenities along the corridor. The existing shared-use path provides connectivity to Congress Ave.
Multimodal Connector (Connects Principal Multimodal Corridor (West) with Woolbright Ave)	SW 8th Street	Ocean Drive	Woolbright Rd	0.74	**Minor Multimodal Corridor (West)**	City	Evaluate direction protected bicycle lanes on both sides of the ROW and a bi-directional protected bicycle lane on the east side of the ROW. Where ROW is constrained, bicycle lanes and shared-use paths can be merged into one multimodal facility. If protected bicycle lanes are not feasible, evaluate buffered or standard on-street bicycle lanes. A shared-use path on the west side of the ROW or a wider shared-use path on the east side of the ROW is an alternative to bike lanes.
Multimodal Connectors (Connects Principal Multimodal Corridor (West) with Congress Ave, Woolbright Road and SW 23rd Ave)	SW Congress Blvd	SW 18th Street	Congress Avenue	0.45	**Minor Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Construct a raised intersection or high visibility crosswalk at SW 22nd Street.
	SW 22nd Street	SW Congress Avenue	Woolbright Road	0.26	**Minor Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Provide high visibility crosswalks and a pedestrian hybrid beacon (PHB) at Woolbright Rd. If on-street bicycle lanes are provided, provide access ramps to sidewalks where the are structures over canals.
	SW 22nd Street	Woolbright Road	SW 19th Avenue	0.18	**Minor Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Construct a raised intersection or high visibility crosswalk at SW 19th Avenue.
	SW 19th Avenue	SW 18th Street	Congress Avenue	0.39	**Minor Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Construct a raised intersection or high visibility crosswalk at SW 18th Avenue.
	Campanelli Blvd	SW 18th Street	SW 23rd Avenue	0.31	**Minor Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Construct a high visibility crosswalk with an RRFB or PHB at SW 23rd Avenue.
	SW 27th Avenue	SW 11th Street	Congress Avenue	0.47	**Minor Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk along one side of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the small portions of existing sidewalks. Construct a raised intersection or high visibility crosswalks at SW 27th Avenue. Construct the improvements to the existing multimodal bridge over the canal. An alternative maybe to construct 5' wide sidewalks along both sides of the ROW to fill in gaps in the existing sidewalk network.

APPENDIX G3: MULTIMODAL CORRIDOR PLAN DETAIL (WEST)

Corridor	Street	From	To	Length (Mi)	Project Type	Construction / Maintenance Entity	Project Description
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Principal Multimodal Corridor (West of Interstate 95 providing an interconnected multimodal alternative to Congress Avenue) **Connects the following:** **Lake Worth Christian School, Imagine Chancellor School, TRI-Rail Station, Pioneer Canal Park, Laurel Hills Park, Private Community Parks, & Caloosa Park**	High Ridge Rd	Newport Place	Oakwood Ct	0.39	**Principal Multimodal Corridor (West)**	City / County	Widen existing sidewalks to 8' to 10' wide shared-use paths or construct 5' to 6' protected bike lanes parallel to existing sidewalks along both sides of the ROW. Enhances multimodal connectivity to Discovery Village and High Ridge Scrub Natural Area.
	High Ridge Rd	Oakwood Ct	Miner Rd	0.41	**Principal Multimodal Corridor (West)**	City / County	Widen existing sidewalks to 8' to 10' wide shared-use paths or construct 5' to 6' protected bike lanes parallel to existing sidewalks along both sides of the ROW. Enhances multimodal connectivity to Imagine Chancellor Charter School and Lake Worth Christian School.
	High Ridge Rd	Miner Rd	Gateway Blvd	0.55	**Principal Multimodal Corridor (West)**	City	Construct 10' shared-use paths on both sides of the ROW. Project is in the 2045 LRTP. High Ridge is proposed to be widened to four lanes from NW 25th Avenue to Miner Road (See Streets Plan).
	High Ridge Rd	Gateway Blvd	Park Ridge Blvd	0.63	**Principal Multimodal Corridor (West)**	City	Construct a 8' to 10' wide shared-use path west side of the ROW replacing the existing sidewalk. As an alternative, construct a 5' wide sidewalk adjacent to the existing sidewalk along the west side of the ROW.
	High Ridge Rd	Park Ridge Blvd	Stanley Weaver Canal	0.15	**Principal Multimodal Corridor (West)**	City	Construct an 8' to 10' wide shared-use path as a replacement of the existing sidewalk along the west side of the ROW. As an alternative, fill in the gap in the existing sidewalk to the canal and construct a 5' wide sidewalk adjacent to the existing sidewalk.
	Stanley Weaver Canal	High Ridge Rd	Pioneer Canal Park	0.21	**Principal Multimodal Corridor (West)**	City	Construct a 12' wide multimodal bridge across the Stanley Weaver Canal. Construct a 10' to 12' wide shared-use path along the south side of the canal. Coordinate with South FL WMD on use of canal ROW. As an alternative, seek to acquire an easement or purchase ROW from private property and construct the 10' to 12' wide shared-use path along the north side of the ROW and construct the multimodal bridge to connect with Pioneer Canal Park.
	Pioneer Canal Park	Stanley Weaver Canal	NW 13th Avenue	0.27	**Principal Multimodal Corridor (West)**	City	Construct a 10' to 12' wide shared-use path through the park to align with NW 7th Court. The shared-use path may be split into separate 5' to 6' wide paths to maneuver around existing trees or existing structures.
	NW 7th Court	NW 13th Avenue	NW 8th Avenue	0.28	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and complete sidewalk gaps along both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path along either side of the ROW and replace the existing sidewalk. Or fill in sidewalk gaps on one side of the ROW and construct a parallel 5' wide sidewalk (Provides a total of 10' of multimodal improvements for walking and bicycling).
	NW 8th Avenue	NW 7th Court	NW 7th Street	0.06	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and a 5' wide sidewalk along the north side of the ROW. As an alternative, construct an 8' to 10' wide shared-use path along the south side of the ROW and replace the existing sidewalk. Or construct a parallel 5' wide sidewalk on the south side of the ROW (Provides a total of 10' of multimodal improvements for walking and bicycling). The proposed improvement shifts to NW 7th Street due to limited ROW along NW 7th Court between NW 8th Avenue and NW 4th Avenue.
	NW 7th Street	NW 8th Avenue	NW 5th Avenue	0.16	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and complete sidewalk gaps along both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path along either side of the ROW and either replace the existing sidewalk or construct a parallel 5' wide sidewalk. If constructing a shared-use path, fill in gaps on the side of the ROW where the path is constructed.
	Laurel Hills Park	NW 5th Avenue	NW 4th Avenue	0.07	**Principal Multimodal Corridor (West)**	City	Construct an 8' to 10' wide shared-use path through Laurel Hills Park due to a 30' wide ROW along NW 7th Street from NW 5th Avenue to Boynton Beach Blvd. The shared-use path may be split into separate 5' wide paths to maneuver around existing trees or existing structures.
	NW 4th Avenue	NW 7th Street	NW 7th Court	0.05	**Principal Multimodal Corridor (West)**	City	Construct an 8' to 10' wide shared-use path through Laurel Hills Park. The shared-use path may be split into separate 5' wide paths to maneuver around existing trees or existing structures. Construct a raised table-top crosswalk with a vertical crossing to transition from the north side of the ROW to the south side of the ROW and avoid the need to acquire an easement or ROW along the north side of NW 4th Avenue outside of the park parcel.
	NW 7th Court	NW 4th Avenue	Boynton Beach Blvd (SR 804)	0.14	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and complete sidewalk gaps along the west side of the ROW. As an alternative, construct an 8' to 10' wide shared-use path along the east side of the ROW and fill in the sidewalk gaps on the west side of the ROW. Or fill in the sidewalk gaps on the west side of the ROW and construct a parallel 5' wide sidewalk on the west side of the ROW (provides a total of 10' for walking and bicycling).

APPENDIX G3: MULTIMODAL CORRIDOR PLAN DETAIL (WEST)							
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Principal Multimodal Corridor (West of Interstate 95 providing an interconnected multimodal alternative to Congress Avenue) **Connects the following:** **Lake Worth Christian School, Imagine Chancellor School, TRI-Rail Station, Pioneer Canal Park, Laurel Hills Park, Private Community Parks, & Caloosa Park**	Boynton Beach Blvd (SR 804)	NW 7th Court	SW 8th Street	0.11	**Principal Multimodal Corridor (West)**	City / FDOT	Provide high-visibility cross-walks along the north side of the ROW where crossing an intersection or driveway. Evaluate the acquisition of an easement or ROW to provide a 10' wide shared-use path on the north side of the ROW. Provide high visibility crosswalks at SW 8th Street. Upgraded bicycle lanes and sidewalk improvements are currently funded in FY 25 / 26 as part of a resurfacing project along Boynton Beach Rd.
	SW 8th Street	Boynton Beach Blvd (SR 804)	Ocean Drive	0.28	**Principal Multimodal Corridor (West)**	City	Construct protected bike lanes along both sides of the ROW adjacent to the existing sidewalks. Provide high visibility crosswalks across intersections. If not feasible, add on-street bicycle lanes and a 8' to 10' wide shared-use path along the west side of the ROW. The shared-use path can either replace the existing sidewalk or construct an adjacent 5' wide sidewalk. A center turn lane is also proposed for this corridor (See Streets Plan).
	Ocean Drive	SW 8th Street	SW 18th Street	0.36	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Provide a raised intersection, high visibility crosswalks, or a roundabout at SW 18th Street. If on-street bicycle lanes are provided, provide access ramps to sidewalks where the are structures over canals. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 18th Street	Ocean Drive	Woolbright Rd	0.84	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Provide high visibility crosswalks at Woolbright Road. If on-street bicycle lanes are provided, provide access ramps to sidewalks where the are structures over canals. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 18th Street	Woolbright Rd	SW 23rd Avenue	0.56	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Provide high visibility crosswalks and a pedestrian hybrid beacon (PHB) at SW 23rd Avenue. If on-street bicycle lanes are provided, provide access ramps to sidewalks where the are structures over canals. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 12th Court	SW 23rd Avenue	SW 11th Street	0.25	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps along both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Fill in gaps in the sidewalk system along the side of the ROW where the shared-use path is constructed. Construct a raised intersection or high visibility crosswalks at SW 11th Street. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 11th Street	SW 23rd Avenue	Caloosa Park Trail	0.49	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk along one side of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the small portions of existing sidewalks. Construct a raised intersection or high visibility crosswalks at SW 27th Avenue. Construct the improvements to the existing multimodal bridge over the canal. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.

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Major Multimodal Corridor (West of Interstate 95 providing an interconnected multimodal alternative to Congress Avenue) **Connects the following:** **Boynton Beach High School, Renaissance Commons, Boynton Beach Mall, & Congress Middle School**	Park Ridge Blvd	High Ridge Rd	Alpha Dr	0.41	**Major Multimodal Corridor (West)**	City	Construct a 10' wide shared-use path along the south side of the ROW or add a 5' wide sidewalk adjacent to the existing sidewalk along the north side of the ROW.
	Park Ridge Connector	Park Ridge Blvd	Renaissance Commons Blvd	0.52	**Major Multimodal Corridor (West)**	City / Other Government	Construct a 10' wide shared-use path that connects the proposed Park Ridge Blvd shared-use path and runs along the north side of the Stanley Weaver Canal and includes a multimodal bridge over the Lake Ida Canal to connect with the existing multimodal facility parallel to the Stanley Weaver Canal. If the multimodal facility on the north side of the ROW is privately owned between the Lake Ida Canal and Renaissance Commons Blvd, evaluate construction of an 8' to 10' wide shared-use path within the canal ROW. Coordinate use of canal ROW with School Board and S. FL. WMD.
	Renaissance Commons Blvd	North side of canal	South side of canal	0.03	**Major Multimodal Corridor (West)**	City / Developer / Other Government	Provide high-visibility crosswalks or raised crosswalks and rapid rectangular flashing beacons (RRFBs) on north and south sides of the bridge at the crossing locations for multimodal facilities.
	Renaissance Commons Connector	Renaissance Commons Blvd	Congress Ave	0.15	**Major Multimodal Corridor (West)**	City / Developer / Other Government	Construct an 8' to 10' wide shared-use path or a 5' to 6' wide path on the north side of the existing sidewalk. Coordinate use of canal ROW with S. FL. WMD. Construct a high visibility crosswalk and a pedestrian hybrid beacon (PHB) at Congress Ave. Separate facilities for people walking and bicycling is preferred to maintain existing landscape. Install lighting along the multimodal facilities. **Alternative:** If a PHB is not permitted at Congress Ave, then direct people walking and bicycling to travel south (.10 miles) along the west side of Congress Ave to cross at the Boynton Village traffic signal.
	Renaissance Commons Connector	Congress Ave	Boynton Mall Trail	0.26	**Major Multimodal Corridor (West)**	City / Developer / Other Government	Construct an 8' to 10' wide shared-use path on the southside of the canal. Coordinate use of canal ROW with Lake Worth Drainage District. If the S. FL. WMD and Lake Worth Drainage District does not grant use of the canal ROW, coordinate with CDD and private property owners to evaluate use of Audace Ave and Mall Entrance Road to provide a parallel multimodal facility to the shared-use path along the canal. **Alternative:** If a PHB is not permitted at Congress Ave, then consider an 8' wide shared-use path along the northern access connection to Congress Ave that aligns with the Boynton Village traffic signal or upgrade the current 5' wide sidewalk along the west side of Congress Avenue to an 8' to 10' wide shared-use path. Construct a high visibility crosswalks along the north side of the Congress Ave intersection.
	Boynton Mall Trail	Renaissance Commons Connector	Winchester Park Blvd	0.85	**Major Multimodal Corridor (West)**	City / Developer	Construct an 8' to 10' wide shared-use path along the western and southern portions of the mall from the canal to the Mall Entrance Road that aligns with Winchester Park Blvd. Construction of the shared-use path will require coordination with the Mall Owners and obtaining a public access easement for the multimodal facility.
	Winchester Park Blvd	Boynton Mall Trail	Boynton Beach Blvd (SR 804)	0.37	**Major Multimodal Corridor (West)**	City / FDOT	Widen existing sidewalks to 8' to 10' wide shared-use paths or construct 5' to 6' protected bike lanes parallel to existing sidewalks along both sides of the ROW. Due to turn lanes, portions of the bicycle lanes may need to share the facility with the existing sidewalk. Construct high visibility crosswalks at both Old Boynton Road and Boynton Beach Blvd.
	Ocean Drive Connector	Boynton Beach Blvd (SR 804)	Congress Ave	0.37	**Major Multimodal Corridor (West)**	City / Developer / Other Government	Construct a 12' to 14' wide multi-use trail that connects Congress Avenue and Boynton Beach Blvd at the intersection with Winchester Park Blvd. The multimodal corridor will require coordination with adjacent property owners to secure the necessary rights-of-way (ROW) or easements. Construct high visibility crosswalks at Congress Avenue.
	Ocean Drive	Congress Ave	SW 18th Street	0.39	**Major Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
Major Multimodal Corridor (Gateway Blvd)	Gateway Blvd	I-95 East Ramps	High Ridge Rd	0.20	**Major Multimodal Corridor (Gateway Blvd)**	City / FDOT	Construct wider sidewalks and buffered bicycle lanes as part of resurfacing and future interchange improvements. Currently 2045 LRTP project.
	Gateway Blvd	High Ridge Rd	Quantum Blvd	0.55	**Major Multimodal Corridor (Gateway Blvd)**	City	Construct wider sidewalks where ROW is available. Construct buffered bicycle lanes in conjunction with future resurfacing
	Gateway Blvd	Quantum Blvd	Renaissance Commons Blvd	0.41	**Major Multimodal Corridor (Gateway Blvd)**	City	Construct wider sidewalks where ROW is available. Construct buffered bicycle lanes in conjunction with future resurfacing
	Gateway Blvd	Renaissance Commons Blvd	Congress Ave	0.22	**Major Multimodal Corridor (Gateway Blvd)**	City	Construct wider sidewalks where ROW is available. Construct buffered bicycle lanes in conjunction with future resurfacing
Major Multimodal Corridor (Boynton Beach Blvd)	Boynton Beach Blvd (SR 804)	I-95 East Ramps	I-95 West Ramps	0.18	**Major Multimodal Corridor (Boynton Beach Blvd)**	City / FDOT	Construct wider sidewalks and buffered bicycle lanes as part of resurfacing and future interchange improvements. Currently funded in FY 25 / 26.
	Boynton Beach Blvd (SR 804)	I-95 West Ramps	Congress Avenue	1.00	**Major Multimodal Corridor (Boynton Beach Blvd)**	City / FDOT	Construct wider sidewalks and buffered bicycle lanes as part of resurfacing. Currently funded in FY 25 / 26. A portion of this facility (0.16 miles) between NW 7th Street and SW 8th Street is part of the Principal Multimodal Corridor West of I-95.
	Boynton Beach Blvd (SR 804)	Congress Avenue	Winchester Park Blvd	0.20	**Major Multimodal Corridor (Boynton Beach Blvd)**	City / FDOT	Construct wider sidewalks and buffered bicycle lanes as part of resurfacing.

APPENDIX G3: MULTIMODAL CORRIDOR PLAN DETAIL (WEST)

Corridor	Street	From	To	Length (Mi)	Project Type	Construction / Maintenance Entity	Project Description
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
Multimodal Connector (Connect existing multimodal facilities on Congress Avenue with proposed Principal Multimodal Corridor (West)	Miner Road	High Ridge Rd	Quantum Connector Trail	0.32	Minor Multimodal Corridor (West)	City / County	Construct a 10' wide shared-use path on the south side of the ROW. Provide a connection to the Quantum Connector Trail. Proposed center turn lane (See Streets Plan).
	Miner Road	Quantum Connector Trail	Congress Ave	0.63	Minor Multimodal Corridor (West)	City / County	Construct an 8' to 10' wide shared-use path on the south side of the ROW to provide a connection to Congress Avenue. Proposed center turn lane (See Streets Plan).
Multimodal Connector (Connects Miner Road, Thomas A. McGillicuddy Eco-Park and existing multimodal facilities on Quantum Blvd & Congress Avenue)	Quantum Blvd Connector	Miner Road	Quantum Blvd	0.43	Minor Multimodal Corridor (West)	City	Construct a 10' to 12' wide shared-use path within the Thomas A. McGillicuddy Eco-Park At Quantum Corporate Park that connects the proposed multimodal connector on Miner Rd to the existing shared-use path on Quantum Blvd. Construct a Rectangular Rapid Reflective Beacon (RRFB) at the existing crosswalk.
	Quantum Blvd (existing shared-use path)	Quantum Blvd Connector	Gateway Blvd	0.37	Minor Multimodal Corridor (West)	City	An 8' wide shared-use path exist on the west side of the ROW. Construct high visibility crosswalks at intersections and driveways. Add hardscape and landscape amenities along the corridor. The existing shared-use path provides connectivity to Gateway Blvd.
		Quantum Blvd Connector	Congress Ave	0.83	Minor Multimodal Corridor (West)	City	An 8' wide shared-use path exist on the south side of the ROW. Construct high visibility crosswalks at intersections and driveways. Add hardscape and landscape amenities along the corridor. The existing shared-use path provides connectivity to Congress Ave.
Multimodal Connector (Connects Principal Multimodal Corridor (West) with Woolbright Ave)	SW 8th Street	Ocean Drive	Woolbright Rd	0.74	Minor Multimodal Corridor (West)	City	Evaluate direction protected bicycle lanes on both sides of the ROW and a bi-directional protected bicycle lane on the east side of the ROW. Where ROW is constrained, bicycle lanes and shared-use paths can be merged into one multimodal facility. If protected bicycle lanes are not feasible, evaluate buffered or standard on-street bicycle lanes. A shared-use path on the west side of the ROW or a wider shared-use path on the east side of the ROW is an alternative to bike lanes.
Multimodal Connectors (Connects Principal Multimodal Corridor (West) with Congress Ave, Woolbright Road and SW 23rd Ave)	SW Congress Blvd	SW 18th Street	Congress Avenue	0.45	Minor Multimodal Corridor (West)	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Construct a raised intersection or high visibility crosswalk at SW 22nd Street.
	SW 22nd Street	SW Congress Avenue	Woolbright Road	0.26	Minor Multimodal Corridor (West)	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Provide high visibility crosswalks and a pedestrian hybrid beacon (PHB) at Woolbright Rd. If on-street bicycle lanes are provided, provide access ramps to sidewalks where the are structures over canals.
	SW 22nd Street	Woolbright Road	SW 19th Avenue	0.18	Minor Multimodal Corridor (West)	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Construct a raised intersection or high visibility crosswalk at SW 19th Avenue.
	SW 19th Avenue	SW 18th Street	Congress Avenue	0.39	Minor Multimodal Corridor (West)	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Construct a raised intersection or high visibility crosswalk at SW 18th Avenue.
	Campanelli Blvd	SW 18th Street	SW 23rd Avenue	0.31	Minor Multimodal Corridor (West)	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Construct a high visibility crosswalk with an RRFB or PHB at SW 23rd Avenue.
	SW 27th Avenue	SW 11th Street	Congress Avenue	0.47	Minor Multimodal Corridor (West)	City	Construct on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk along one side of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the small portions of existing sidewalks. Construct a raised intersection or high visibility crosswalks at SW 27th Avenue. Construct the improvements to the existing multimodal bridge over the canal. An alternative maybe to construct 5' wide sidewalks along both sides of the ROW to fill in gaps in the existing sidewalk network.

APPENDIX H

Transit Plan

APPENDIX H: TRANSIT PLAN

Project Name	From	To	Length (Miles) or Quantity	Type	Maintenance	Project Description	Planning Level Cost (PLC)	Attributable Person Miles of Capacity (PMCa)	Reasonably Anticipated Funding (AF)	Attributable Planning Level Cost (PLCa)	Projected Headways (minutes)	Funding Source	Timeframe
ALL TRANSIT ROUTES ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH ROUTE WILL REQUIRE FURTHER EVALUATION. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT DESCRIPTIONS DUE TO FISCAL CONSTRAINTS AND POTENTIAL OVERLAP WITH EXISTING TRANSIT SERVICE.													
Circulator East	**Tri-Rail Station**	**Woolbright Mobility Hub**	5.04	Transit Circulator	City / County / State	Evaluate the viability of a transit circulator route that connects the TRI-Rail Station along High Ridge Rd with the proposed Downtown Mobility Hub and the Woolbright Mobility District. The circulator route would primarily run along Gateway Blvd and Federal Hwy (US 1). In Downtown, the circulator route may run along Boynton Beach Blvd, NE 1st St, and Ocean Ave. Within the Woolbright Mobility District, the route would need to be coordinated with private development. There may be a need to coordinate with FDOT to provide for a transit pre-emption signal to allow crossing of Federal Hwy at locations other than Woolbright Rd.	$2,150,000	24,200	$1,075,000	$1,075,000	**30**	50%, up to 100%, could come from city, county, federal and state funds, along with public private partnerships	2025 to 2035
Circulator West	**Tri-Rail Station**	**Woolbright Mobility Hub**	6.37	Transit Circulator	City / County / State	Evaluate the viability of a transit circulator route that connects the TRI-Rail Station along High Ridge Rd with Renaissance Commons, the Boynton Beach Mall, multi-family residential development along SW 8th Street and the Woolbright Mobility District. The circulator route would primarily run along Gateway Blvd, Renaissance Commons Blvd, Old Boynton Rd, SW 8th St and Woolbright Rd. Within Renaissance Commons, the Mall, and the Woolbright Mobility District, the route would need to be coordinated with private development.	$2,150,000	30,600	$1,075,000	$1,075,000	**30**	50%, up to 100%, could come from city, county, federal and state funds, along with public private partnerships	2025 to 2035
Downtown to Beach	**Downtown Mobility Hub**	**Ocean Front Beach Park Mobility Hub**	1.33	Transit Circulator	City / County / State	Evaluate the viability of a transit circulator route that connects the proposed Downtown Mobility Hub with the City's beach access along A1A. The route would run along NE 1st St, Ocean Ave, and A1A. The route is currently being served by on-demand service and may continue to be in the future.	$990,000	4,250	$495,000	$495,000	**15**	50%, up to 100%, could come from city, county, federal and state funds, along with public private partnerships	2025 to 2035
Downtown to Mall	**Downtown Mobility Hub**	**Boynton Beach Mall Mobility Hub**	3.99	Transit Circulator	City / County / State	Evaluate the viability of a transit circulator route that connects Downtown with the Boynton Beach Mall. The circulator route would connect the future Downtown Mobility Hub along NE 1st St and a future rail station along NE 4th St. The route would long along E. Ocean Ave in Downtown and Boynton Beach Blvd and Winchester Park Blvd and would serve the Mall and possibly Renaissance Commons. Thirty (30) minute headways, 15 passenger vehicle, 16 hour span of service, four (4) vehicles.	$2,150,000	19,150	$1,075,000	$1,075,000	**30**	50%, up to 100%, could come from city, county, federal and state funds, along with public private partnerships	2025 to 2035
Woolbright to Hospital	**Woolbright Mobility Hub**	**Bethesda Hospital Mobility Hub**	2.03	Transit Circulator	City / County / State	Evaluate the viability of a transit circulator route that connects the Woolbright Mobility District with the Hospital District. The route would run along Federal Hwy (US 1) and SE 23rd Ave. The route would need to be coordinated with private development within the Woolbright District and the Hospital. The route could be served by on-demand transit service. Fifteen (15) minute headways, 5 passenger vehicle, 16 hour span of service, eight (8) vehicles.	$990,000	6,500	$495,000	$495,000	**15**	50%, up to 100%, could come from city, county, federal and state funds, along with public private partnerships	2025 to 2035
On Demand Transit	**Boynton Beach Community Redevelopment Area (CRA)**		10.00	Transit Circulator	City / County / State	The City's CRA is currently funding on-demand transit service within Downtown and the current CRA boundary limits. The service could be extended to other areas or additional types of vehicles added. The vehicles could be stationed at the proposed Downtown Mobility Hub. The service would be coordinated with the proposed transit circulator. Fifteen (15) minute headways, 5 passenger vehicle, 16 hour span of service, sixteen (16) vehicles.	$1,230,000	32,000	$615,000	$615,000	**15**	50%, up to 100%, could come from city, county, federal and state funds, along with public private partnerships	2025 to 2035
Water Taxi Program	**Intercoastal Park**	**Gulfstream Golf Club**	4.38	Water Taxi	City / County / State	Evaluate the feasibility of water taxi service along the intercoastal. Hub (dock and marina) locations are subject to further evaluation. Total of ten (10) ADA accessible docks. Demand for service would become higher in conjunction with the future rail station Downtown.	$3,500,000	28,050	$1,750,000	$1,750,000	**30**	50%, up to 100%, could come from city, county, federal and state funds, along with public private partnerships	2025 to 2035
Mobility Hubs	**Transit Circulator Routes**		9.00	Mobility Hubs	City / County / State	Construct new ADA accessible mobility hubs (transit stops) with shelters and amenities. Upgrade existing transit stops with shelters, ADA accessibility improvements, and amenities. Coordinate with Palm Tran, the County, FDOT, and private developments to construct mobility hubs. Locations include: TRI-Rail Station, Boynton Beach Mall, Woolbright, Ocean Front Beach Park, Woolbright, Bethesda Hospital. Planning level cost of $225,000 per mobility hub.	$2,250,000	Capacity captured through transit circulators	$1,125,000	$1,125,000	--	50%, up to 100%, could come from city, county, federal and state funds, along with public private partnerships	2025 to 2035
Downtown Mobility Hub	**Downtown**		1.00	Mobility Hub	City / County / Developer / State	Construct a mobility hub that accommodates transit, bicycles, micromobility devices, and provides structured parking with up to 500 spaces to create a park once environment in Downtown along NE 1st St. Pursue public / private partnerships to provide parking. The Boca Raton Brightline station has 455 parking spaces.	$15,000,000	Capacity captured through multimodal corridors, streets, & transit circulators	$13,500,000	$1,500,000	--	90%, up to 100%, could come from county, federal and state funds, parking fares, and public private partnerships	2025 to 2035
NE 4th St Rail Station	**Downtown**		1.00	Rail Station	City / County / Developer / State	Construct a rail station along the FEC corridor to accommodate future rail service. The construction of the rail station would involve coordination with multiple entities. Coordinate parking and access with the Downtown Mobility Hub to serve the rail station. The parking need would be between 175 and 225 spaces compared to the Brightline Avenutra Station (225 spaces).	$20,000,000	Capacity captured through multimodal corridors, streets, & transit circulators	$18,000,000	$2,000,000	--	90%, up to 100%, could come from county, federal and state funds, parking fares, and public private partnerships	2025 to 2035

The total Attributable Planning Level Cost (PLCa) for development activity used to calculate the mobility fee is $14,705,000. The total Attributable Person Miles of Capacity (PMC) for development activity used to calculate the mobility fee is 28,950. The total anticipated funding is $42,705,000, with $31,500,000 of that funding for the Downtown Mobility Hub & NE 4th Street Rail Station.

Planning Level Cost (PLC): (1) Transit Circulator: Thirty (30) minute headways, 15 passenger vehicle, 16 hour span of service, four (4) vehicles. Vehicle cost $225,000 each. Cost of transit service is $250,000 per year for ten (10) years. (2) Transit Circulator: Fifteen (15) minute headways, 5 passenger vehicle, 16 hour span of service, eight (8) vehicles. Vehicle cost $30,000 each. Cost of transit service is $150,000 per year for ten (10) years. (3) Water Taxi: Thirty (30) minute headways, 20 passenger vessel, 16 hour span of service. Boats and service would be contracted out or part of a public private partnership. Cost of docks is $250,000 each. Cost of service is $200,000 per year for ten (10) years.

Person Miles of Capacity (PMC): (1) Transit Circulator: Thirty (30) minute headways equals 4 vehicles an hour multiplied by 15 passengers for 16 hours = 960. Multiply 960 by the length of the route, then multiply by 10 to reflect 10 years of service. (2) Transit Circulator: Fifteen (15) minute headways equals 8 vehicles an hour multiplied by 5 passengers for 16 hours = 640. Multiply 640 by the length of the route, then multiply by 10 to reflect 10 years of service. (3) Water Taxi: Thirty (30) minute headways equals 4 vessels an hour multiplied by 20 passengers for 16 hours = 1,280. Multiply 1,280 by the length of the route, then multiply by 10 to reflect 10 years of service.

APPENDIX I

Mobility Plan Programs

APPENDIX I: MOBILITY PLAN PROGRAMS

Project Name	Location	Project Description	Attributable Planning Level Cost (PLC)	Attributable Person Miles of Capacity (PMC)	Timeframe
Low Speed Streets Program	**Low Speed Streets Map**	The City shall develop a Low Speed Streets Program to provide residents various low speed street treatments that could be applied to streets in their neighborhood. The intent of the program is to be resident driven, where residents gather support from their adjacent neighbors to implement low speed street treatments and traffic calming measures. Initial priority areas are those streets that provide access to parks, schools, and connectivity between multimodal corridors. Low Speed Streets feature posted speed limits between 20 MPH and 25 MPH that carry low traffic volumes and feature changes to the physical geometry of the street right-of-way to achieve these posted speed limits. Physical changes can include treatments such as narrow travel lanes through restriping to add on-street parking, on-street bicycle lanes, or pilot projects that add on-street sidewalks through pavement markings where sidewalks do not exist. Physical changes may also include traffic calming features such as such as chicanes, chokers, curb extensions, mini traffic circles, painted or raised intersections, roundabouts, or speed tables. The Program may also include green street improvements such as reclaiming existing swales with low impact development stormwater treatments or adding canopy and understory street trees where feasible. Total length 7.0 miles.	$7,000,000	16,800	2025 to 2045
Micromobility & Low Speed Electric Vehicle Program	**Citywide**	The City shall consider development of a Micromobility & Low Speed Electric Vehicle Program and Ordinance regulating the use of micromobility devices (e.g., e-bike, e-scooters) and low speed electric vehicles within the City. The City will coordinate with the County and FDOT regarding use of micromobility devices and low speed electric vehicles on and crossing County and State Roads. The Program and Ordinance will address hours of operation, safety, shared mobility providers, rentals, and equipment.	$75,000	Captured through PMC for multimodal and street projects.	2025 to 2030
Vision Zero Action Plan	**Citywide**	Vision Zero is a national program that seeks to eliminate all traffic fatalities and severe injuries, while increasing education, safety, health, and mobility for all users. A Vison Zero Action Plan uses crash data to identify the high injury crash network, then programs countermeasures (including but not limited to capital improvements, law enforcement campaigns, and safety studies) to address the documented safety deficiencies	$250,000	Captured through PMC for multimodal and street projects.	2025 to 2030
Wayfinding Program	**Citywide**	The City shall consider development of a wayfinding program to further enhance the efficiency of the transportation system, improve access, and facilitate placemaking. Wayfinding and route signage are an essential component of multimodal planning elements beyond construction of a continuous, interconnected network of multimodal infrastructure. Wayfinding can be both physical and virtual tools that provide predictability and consistency in the way people find their point of interests. The Wayfinding Program would establish a brand identity and design standards and specifications for signage, maps, a digital app, etc.	$100,000	Captured through PMC for multimodal and transit projects.	2025 to 2035
ADA Curb Ramp Retrofit Program	**Citywide**	Fund upgrades to existing curb ramps to enhance mobility, safety, improve the quality of service in the community and comply with the American with Disability Act (ADA) requirements. The projects identified through the Curb Ramp Upgrade Program can be used for future Mobility Plan and Mobility Fee updates.	$500,000	Captured through PMC for multimodal, street, and transit projects.	2025 to 2035
Mobility Access Program	**Citywide**	Develop programs and pursue funding sources and public private opportunities to provide bikes, electric bikes, electric scooters, and passes for car share, ride share, and transit services to provide mobility to underserved members of the community.	$125,000	Captured through PMC for multimodal and transit projects.	2025 to 2035
Multimodal Plans, Programs, Services & Studies	**Citywide**	Prepare corridor, multimodal, street, and transit plans and studies, develop traffic count program, pursue matching grant fund opportunities through County, FDOT, Federal, State, and TPA Funding Programs, update mobility plan and fee, develop complete street policies, design standards, and programs. Explore shared mobility services and joint shared mobility, microtransit and transit services with adjacent municipalities, CRA, FDOT, Palm Beach County, transit authorities and private entities.	$1,250,000	Captured through PMC for multimodal, street, and transit projects.	2025 to 2035
Mobility Plan & Fee Implementation Program	**Citywide**	Update the Comprehensive Plan to reflect the Mobility Plan and adoption of a Mobility Fee. Further explore establishing Street, Multimodal, and Transit Quality of Service Standards. Develop follow-on plans, studies, and establish criteria and standards for Walking & Streetscape Enhancements, Multimodal Corridors, Curbless Shared Streets, Multimodal Crossing Evaluations, and Water Taxi Service. Consider development of mobility fee administrative manual or policies and service charges. Actively implement mobility plan projects and programs.	$375,000	Captured through PMC for multimodal, street, and transit projects.	2025 to 2030

Note: The total Attributable Planning Level Cost (PLC) for development activity used to calculate the mobility fee is $9,675,000. The total Attributable Person Miles of Capacity (PMC) is $16,800.

APPENDIX J

FDOT Generalized Tables

Appendix B: Florida's Generalized Service Volume Tables

Limited Access

Freeway Generalized Service Volume Tables

Peak Hour Directional

	B	C	D	E
2 Lane	2,400	3,170	3,970	4,150
3 Lane	3,390	4,600	5,810	6,130
4 Lane	4,340	6,060	7,700	8,170
5 Lane	5,480	7,450	9,680	10,390
6 Lane	6,630	9,220	11,520	12,760

(Core Urbanized)

	B	C	D	E
2 Lane	2,500	3,300	4,070	4,240
3 Lane	3,570	4,900	6,080	6,360
4 Lane	4,720	6,500	8,090	8,490
5 Lane	5,790	8,020	10,020	10,610

(Urbanized)

	B	C	D	E
2 Lane	2,430	3,180	3,790	3,910
3 Lane	3,520	4,670	5,610	5,870
4 Lane	4,630	6,170	7,440	7,830
5 Lane	5,690	7,640	9,220	9,800

(Transitioning)

	B	C	D	E
2 Lane	2,010	2,770	3,270	3,650
3 Lane	2,820	3,990	4,770	5,470
4 Lane	3,630	5,220	6,260	7,300

(Rural)

Peak Hour Two-Way

	B	C	D	E
4 Lane	4,360	5,760	7,220	7,550
6 Lane	6,160	8,360	10,560	11,150
8 Lane	7,890	11,020	14,000	14,850
10 Lane	9,960	13,550	17,600	18,890
12 Lane	12,050	16,760	20,950	23,200

	B	C	D	E
4 Lane	4,550	6,000	7,400	7,710
6 Lane	6,490	8,910	11,050	11,560
8 Lane	8,580	11,820	14,710	15,440
10 Lane	10,530	14,580	18,220	19,290

	B	C	D	E
4 Lane	4,420	5,780	6,890	7,110
6 Lane	6,400	8,490	10,200	10,670
8 Lane	8,420	11,220	13,530	14,240
10 Lane	10,350	13,890	16,760	17,820

	B	C	D	E
4 Lane	3,650	5,040	5,950	6,640
6 Lane	5,130	7,250	8,670	9,950
8 Lane	6,600	9,490	11,380	13,270

AADT

	B	C	D	E
4 Lane	51,300	67,800	84,900	88,800
6 Lane	72,500	98,400	124,200	131,200
8 Lane	92,800	129,600	164,700	174,700
10 Lane	117,200	159,400	207,100	222,200
12 Lane	141,800	197,200	246,500	272,900

	B	C	D	E
4 Lane	50,600	66,700	82,200	85,700
6 Lane	72,100	99,000	122,800	128,400
8 Lane	95,300	131,300	163,400	171,600
10 Lane	117,000	162,000	202,400	214,300

	B	C	D	E
4 Lane	45,100	59,000	70,300	72,600
6 Lane	65,300	86,600	104,100	108,900
8 Lane	85,900	114,500	138,100	145,300
10 Lane	105,600	141,700	171,000	181,800

	B	C	D	E
4 Lane	34,800	48,000	56,700	63,200
6 Lane	48,900	69,000	82,600	94,800
8 Lane	62,900	90,400	108,400	126,400

Adjustment Factors

Auxiliary Lanes Present in Analysis Direction Adjustment: +1,000
Ramp Metering Present Adjustment: Multiply by 1.05

Auxiliary Lanes Present in Analysis Direction Adjustment: +1,800
Ramp Metering Present Adjustment: Multiply by 1.05

Auxiliary Lanes Present in Analysis Direction Adjustment: +20,000
Ramp Metering Present Adjustment: Multiply by 1.05

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.

C1 & C2

Motor Vehicle Highway Generalized Service Volume Tables



(C1-Natural & C2-Rural)

Peak Hour Directional

	B	C	D	E
1 Lane	240	430	730	1,490
2 Lane	1,670	2,390	2,910	3,340
3 Lane	2,510	3,570	4,370	5,010

Peak Hour Two-Way

	B	C	D	E
2 Lane	440	780	1,330	2,710
4 Lane	3,040	4,350	5,290	6,070
6 Lane	4,560	6,490	7,950	9,110

AADT

	B	C	D	E
2 Lane	4,600	8,200	14,000	28,500
4 Lane	32,000	45,800	55,700	63,900
6 Lane	48,000	68,300	83,700	95,900

Adjustment Factors

2 Lane Divided Roadway with Exclusive Left Turn Adjustment: Multiply by 1.05
Multilane Undivided Highway with Exclusive Left Turn Adjustment: Multiply by 0.95
Multilane Undivided Highway without Exclusive Left Turn Adjustment:: Multiply by 0.75

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.

C3C & C3R

Motor Vehicle Arterial Generalized Service Volume Tables



(C3C-Suburban Commercial)

Peak Hour Directional

	B	C	D	E
1 Lane	*	760	1,070	**
2 Lane	*	1,520	1,810	**
3 Lane	*	2,360	2,680	**
4 Lane	*	3,170	3,180	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,380	1,950	**
4 Lane	*	2,760	3,290	**
6 Lane	*	4,290	4,870	**
8 Lane	*	5,760	5,780	**

AADT

	B	C	D	E
2 Lane	*	15,300	21,700	**
4 Lane	*	30,700	36,600	**
6 Lane	*	47,700	54,100	**
8 Lane	*	64,000	64,200	**



(C3R-Suburban Residential)

	B	C	D	E
1 Lane	*	970	1,110	**
2 Lane	*	1,700	1,850	**
3 Lane	*	2,620	2,730	**

	B	C	D	E
2 Lane	*	1,760	2,020	**
4 Lane	*	3,090	3,360	**
6 Lane	*	4,760	4,960	**

	B	C	D	E
2 Lane	*	19,600	22,400	**
4 Lane	*	34,300	37,300	**
6 Lane	*	52,900	55,100	**

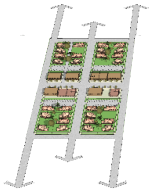
Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.
* Cannot be achieved using table input value defaults.
** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.

C2T, C4, C5, & C6

Motor Vehicle Arterial Generalized Service Volume Tables



(C2T-Rural Town)

Peak Hour Directional

	B	C	D	E
1 Lane	*	720	940	**
2 Lane	*	1,140	1,640	**
3 Lane	*	2,120	2,510	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,310	1,710	**
4 Lane	*	2,070	2,980	**
6 Lane	*	3,850	4,560	**

AADT

	B	C	D	E
2 Lane	*	13,800	18,000	**
4 Lane	*	21,800	31,400	**
6 Lane	*	40,500	48,000	**



(C4-Urban General)

	B	C	D	E
1 Lane	*	*	870	1,190
2 Lane	*	1,210	1,790	2,020
3 Lane	*	2,210	2,810	2,990
4 Lane	*	2,590	3,310	3,510

	B	C	D	E
2 Lane	*	*	1,580	2,160
4 Lane	*	2,200	3,250	3,670
6 Lane	*	4,020	5,110	5,440
8 Lane	*	4,710	6,020	6,380

	B	C	D	E
2 Lane	*	*	17,600	24,000
4 Lane	*	24,400	36,100	40,800
6 Lane	*	44,700	56,800	60,400
8 Lane	*	52,300	66,900	70,900

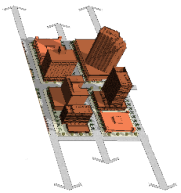


(C5-Urban Center)

	B	C	D	E
1 Lane	*	*	690	1,080
2 Lane	*	1,290	1,900	2,130
3 Lane	*	1,410	2,670	3,110
4 Lane	*	2,910	3,560	3,640

	B	C	D	E
2 Lane	*	*	1,250	1,960
4 Lane	*	2,350	3,450	3,870
6 Lane	*	2,560	4,850	5,650
8 Lane	*	5,290	6,470	6,620

	B	C	D	E
2 Lane	*	*	13,900	21,800
4 Lane	*	26,100	38,300	43,000
6 Lane	*	28,400	53,900	62,800
8 Lane	*	58,800	71,900	73,600



(C6-Urban Core)

	B	C	D	E
1 Lane	*	***	790	1,030
2 Lane	*	***	1,490	1,920
3 Lane	*	***	2,730	2,940
4 Lane	*	***	3,250	3,490

	B	C	D	E
2 Lane	*	***	1,440	1,870
4 Lane	*	***	2,710	3,490
6 Lane	*	***	4,960	5,350
8 Lane	*	***	5,910	6,350

	B	C	D	E
2 Lane	*	***	16,000	20,800
4 Lane	*	***	30,100	38,800
6 Lane	*	***	55,100	59,400
8 Lane	*	***	65,700	70,600

Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.
* Cannot be achieved using table input value defaults.
** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.

APPENDIX K

Planning Level Cost (PLC) &
Planning Level Capacities (PLC)

APPENDIX K: PLANNING LEVEL COST (PLC) & PERSON MILES OF CAPACITY (PMC)			
PLC & PMC Note	Mobility Project Type	Planning Level Cost (PLC)	Multimodal Capacity (MC)
5	Walking & Streetscape Enhancement	$10,500,000	6,000
10	Curbless Shared Street	$17,500,000	29,500
15	Complete Street Road Widening (2 Lane Divided)	$9,250,000	14,390
20	Complete Street Road Widening (4 Lanes)	$20,000,000	24,480
25	Multimodal Corridors	$2,000,000	4,800
30	Multimodal Corridor Evaluation	$1,000,000	--
35	Boardwalks	$15,000,000	8,400
40	Low Speed Streets	$1,000,000	2,400

Source: PLC and PMC note indicate the Planning Level Cost (PLC) and Person Miles of Capacity assigned to a specific Mobility Plan Project on the Streets Plan **(Appendix F)** and Multimodal Plan **(Appendix G1)**. Planning Level Cost (PLC) are based on the most recent and localized data available from the City, Palm Beach County TPA, and FDOT. Multimodal Capacity based on Shared-Use Path Level of Service Guide (2006) prepared by the U.S. DOT Federal Highway Administration and the 2023 FDOT Level and Quality of Service Handbook.

APPENDIX L1

County Road Impact Fee Collections from Boynton Beach (2014 to 2023)

APPENDIX L1: COUNTY ROAD IMPACT FEE COLLECTED BY BOYNTON BEACH				
Year	Municipality	Zone 4	Zone 5	Total
2014	Boynton Beach	$489,954	$173,823	$663,777
2015	Boynton Beach	$2,337,666	$113,596	$2,451,262
2016	Boynton Beach	$1,538,679	$120,970	$1,659,649
2017	Boynton Beach	$645,942	$48,918	$694,860
2018	Boynton Beach	$713,433	$59,766	$773,199
2019	Boynton Beach	$1,617,061	$63,227	$1,680,288
2020	Boynton Beach	$772,090	$19,329	$791,419
2021	Boynton Beach	$139,349	$447,608	$586,957
2022	Boynton Beach	$171,396	$164,192	$335,588
2023	Boynton Beach	$881,215	$7,194	$888,409
	Total	$9,306,785	$1,218,623	$10,525,408
Source: Palm Beach County Annual Impact Fee Reports. Summary prepared by NUE Urban Concepts, LLC				

APPENDIX L2

County Road Impact Fee Collections from Boynton Beach (2003 to 2013)

APPENDIX L2: COUNTY ROAD IMPACT FEE COLLECTED BY BOYNTON BEACH				
Year	Municipality	Zone 4	Zone 5	Total
2003	Boynton Beach	$1,082,372	$125,917	$1,208,289
2004	Boynton Beach	$3,026,958	$312,407	$3,339,365
2005	Boynton Beach	$3,516,019	$2,056,430	$5,572,449
2006	Boynton Beach	$5,430,792	$990,309	$6,421,101
2007	Boynton Beach	$1,067,190	$54,217	$773,199
2008	Boynton Beach	$110,323	$1,620,655	$1,680,288
2009	Boynton Beach	$129,525	$17,647	$791,419
2010	Boynton Beach	$6,102	$99,740	$586,957
2011	Boynton Beach	$123,214	$47,109	$335,588
2012	Boynton Beach	$323,123	$301,644	$888,409
2013	Boynton Beach	$595,353	$317,185	$888,409
	Total	$15,410,971	$5,943,260	$21,597,064
Source: Palm Beach County Annual Impact Fee Reports. Summary prepared by NUE Urban Concepts, LLC				

APPENDIX M

Trip Generation

APPENDIX M: TRIP GENERATION (TG)			
Use Categories, Uses Classifications, & Representative Uses	UNIT OF MEASURE (UOM)	TRIP GENERATION (TG)	ITE LAND USE CODES
Residential Uses			
Single-Family Residential Dwelling (Detached, Duplex, Accessory Dwelling, Townhome, Townhouse, Tiny Home)	per 1,000 Sq. Ft.	4.10	See Single-Family Residential
Multi-Family Residential Dwelling (Apartment, Condo, 3 or more Attached Dwellings, Dormitory)	per 1,000 Sq. Ft.	4.84	See Multi-Family Residential
Mobile Residence (Mobile Home (MH), Recreational Vehicle (RV), MH and / or RV Park)	per space / lot	4.47	See Mobile Residence
Institutional Uses			
Community Serving (Civic / Fraternal Club, Gallery, Museum, Performance Venues, Place of Assembly or Worship)	per 1,000 Sq. Ft.	5.52	See Community Serving
Group Home (Assisted Living, Care or Recovery Homes, Congregate Living Facility, Nursing Home)	per 1,000 Sq. Ft.	6.68	See Long Term Care
Private Education (Afterschool, Family Day Care, K-12, Pre-K, Trade School, Tutor)	per 1,000 Sq. Ft.	9.82	See Private Education
Commercial Recreational Uses			
Marina (wet berths, dry slips, ancillary repair, yacht club)	per Berth	2.41	420
Entertainment, Outdoor (Amusement, Golf, Multi-Purpose, Recreation, Sports, Tennis)	per Acre	27.43	See Outdoor Recreation
Entertainment, Indoor (Amusement Arcade, Exercise Studio, Fitness, Gym, Health, Indoor Sports, Recreation)	per 1,000 Sq. Ft.	24.86	See Indoor Recreation
Industrial Uses			
Industrial (Assembly, Brewery, Development and Testing, Distribution and Processing, Microbrewing, Trades, Utilities)	per 1,000 Sq. Ft.	5.80	See Industrial
Commercial Storage (Boat / Vehicle, Junk /Salvage Yard, Recycling / Waste Management, Open, Self-Service, Warehouse)	per 1,000 Sq. Ft.	2.34	See Commercial Storage
Office Uses			
Office (Administrative, Business, Hospital, Post Secondary Education, Professional, Real Estate)	per 1,000 Sq. Ft.	11.58	See Office
Medical or Dental Office (Clinic, Dental, Health Service, Laboratory, Professional Care, Emergency Care, Rehab, Veterinary)	per 1,000 Sq. Ft.	32.84	See Medical Office
Retail Uses			
Retail (Auto / Boat Rental or Sales, New or Used Merchandise, Personal or Pet Care, Sales, Services, Stores)	per 1,000 Sq. Ft.	42.00	See Retail
High Impact Retail (Alcoholic Beverages, Banks, Grocery Store, Pharmacy & Drug Store, Sit-Down Restaurant)	per 1,000 Sq. Ft.	106.33	See Impact Retail
Convenience Retail (Convenience Store, Fast Food Restaurant, Gasoline Station)	per 1,000 Sq. Ft.	342.66	See Convenience Retail
Non-Residential Uses Per Unit of Measure			
Auto / Boat / Car Wash (Automated, Cleaning, Dry, Detailing, Polishing, Self-Serve, Vacuum, Wash, Wax)	per Lane or Stall plus per five (5) Stations	321.08	See Vehicle Cleaning
Auto Charging or Fueling (Commercial Facility which requires Membership or Payment)	per Charging or Fueling Position	279.39	See Vehicle Fueling
Auto or Boat Repair / Service (Brakes, Install, Maintenance, Major, Minor, Quick Lube, Repair, Tint, Tires)	per Bay or Stall	34.15	See Motor Vehicle Service
Bank or Financial Drive-Thru Lane or Free-Standing ATM	per Lane / ATM	137.06	See Financial Services
Fast Food or Quick Service Restaurant Drive Thru	per Lane	507.99	See Quick Service Restaurant Drive-Thru
Overnight Lodging (B&B, Condo Hotel, Hotel, Motel, Short-term Rental, Transient)	per Room	6.67	See Overnight Lodging
Retail Drive-Thru (Dry Cleaner, Dollar Store, Grocery Store, Pharmacy & Drug Store, Retail)	per Lane	125.26	See Drive-Thru

SINGLE-FAMILY RESIDENTIAL TRIP GENERATION									
ITE LAND USE	ITE LAND USE CODE	UNIT OF MEASURE	DAILY TRIP GENERATION (DT)	TOTAL NUMBER OF STUDIES (TS)	AVERAGE SQUARE FOOTAGE	SQUARE FOOTAGE (PER 1,000 SQ. FT.)	TRIP GENERATION (PER 1,000 SQ. FT.)	TRIP STUDIED (WEIGHTED) (TSw)	TRIP GENERATION (WEIGHTED) (TGw)
SINGLE-FAMILY DETACHED	210	Dwelling Unit	9.43	174	2,292	2.292	4.11	0.888	3.65
SINGLE-FAMILY ATTACHED	215	Dwelling Unit	7.20	22	1,796	1.796	4.01	0.112	0.45
Total	--	--	--	196	--	--	--	1.000	4.10

Notes: Single Family Residential trip generation rates (DT) are based on the 11th Edition of the ITE Trip Generation Manual. The trip generation rates are converted into trip rates per 1,000 square feet. The first step in the conversion was assigning the average square footage by type of residential use in Boynton Beach based on data from the Palm Beach County Property Appraiser. The assigned square footage of each unit type is then divided by 1,000 (square footage adjusted). The trip generation rate is then divided by the adjusted square footage. Single-Family Detached Residential conversion: (2,292 / 1,000) = 2.292; (9.43 / 2.292) = 4.11 trips per 1,000 square feet. Average square footage per dwelling includes all enclosed areas under roof, including garages. Average square footage does not include unenclosed balconies, decks, patios, or porches.

For Single-Family Residential, there are two (2) land uses (ITE Code 210 & 215) utilized to calculate the trip generation. Thus, a weighted trip generation rate is calculated. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on ITE Trip Generation Manual 11th edition. The Weighted Trip Generation (TGw) is calculated based on Trip Generation (TG) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Single-Family Detached Residential example: TSw = (174 / 196) = 0.888; TGw = (4.11 x 0.888) = 3.65. Single-Family Residential Trip Generation is the sum of (3.65 +0.45) = 4.10 trips per 1,000 square feet.

MULTI-FAMILY RESIDENTIAL TRIP GENERATION									
ITE LAND USE	ITE LAND USE CODE	UNIT OF MEASURE	DAILY TRIP GENERATION (DT)	TOTAL NUMBER OF STUDIES (TS)	AVERAGE SQUARE FOOTAGE	SQUARE FOOTAGE (PER 1,000 SQ. FT.)	TRIP GENERATION (PER 1,000 SQ. FT.)	TRIP STUDIED (WEIGHTED) (TSw)	TRIP GENERATION (WEIGHTED) (TGw)
MULTI-FAMILY (LOW-RISE)	220	Dwelling Unit	6.74	22	1,206	1.206	5.59	0.537	3.00
MULTI-FAMILY (MID-RISE)	221	Dwelling Unit	4.54	11	1,101	1.101	4.12	0.268	1.11
MULTI-FAMILY (MID-RISE)	222	Dwelling Unit	4.54	8	1,207	1.207	3.76	0.195	0.73
Total	--		--	41	--	--	--	1.000	4.84

Notes: Residential trip generation rates (DT) are based on the 11th Edition of the ITE Trip Generation Manual. The trip generation rates are converted into trip rates per 1,000 square feet. The first step in the conversion was assigning the average square footage by type of Multi-Family Residential use in Boynton Beach based on data from the Palm Beach County Property Appraiser. The average square footage for each land use type is then divided by 1,000 (square footage per 1,000 sq. ft.). The trip generation rate is then divided by the square footage per 1,000 sq. ft.. Multi-Family Residential (Low Rise) example: (1,206 / 1,000) = 1.206; (6.74 / 1,206) = 5.59 trips per 1,000 square feet. Average square footage per dwelling includes common area, hallways, and all areas under roof, except for unenclosed balconies or patios.

A weighted trip generation was calculated for Multi-Family Residential land uses. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Weighted Trip Generation (TGw) is calculated based on Trip Generation per 1,000 sq. ft. multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Multi-Family Residential (Low Rise) example: TSw = (22 / 41) = 0.537; TGw = (5.59 x 0.537) = 3.00. Multi-Family Residential Trip Generation is the sum of (3.00 + 1.11 + 0.73) = 4.84 trips per 1,000 square feet.

BOYNTON BEACH RESIDENTIAL SQUARE FOOTAGE CONVERSION FOR TRIP GENERATION					
DWELLING UNIT TYPE PER ITE TRIP GENERATION MANUAL	LAND USE CODES	SQ. FT.	TOTAL UNITS	AVERAGE SQ. FT. PER UNIT	1,000 SQ. FT. CONVERSION
Single-Family Residential Detached	100, 300, 800, 900, 909	2,617,923	1,142	2,292	2.29
Single-Family Residential Attached	110, 2700	3,446,065	1,919	1,796	1.80
Multi-Family Residential: (Low Rise)	220, 240, 400, 2800, 2900	3,745,747	3,105	1,206	1.21
Multi-Family Residential: (Mid Rise)	230, 260, 400	4,196,413	3,810	1,101	1.10
Multi-Family Residential: (High Rise)	400	712,160	590	1,207	1.21

Source: Land Use types based on ITE Trip Generation Manual, 11th Edition. Land Use Codes from the Palm Beach County Property Appraiser. Single-Family Residential Attached includes duplexs and townhomes. Multi-Family Residential (Low Rise) includes apartments and condos three (3) stories or less. Multi-Family Residential (Mid Rise) includes apartments and condos four (4) to ten (10) stories. Multi-Family Residential (HIgh Rise) includes condos greater than (10) stories.

MOBILE RESIDENCE TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES	CALCULATED DAILY	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
MOBILE HOME PARK	420	UNIT	0.39	0.079	9	0.58	0.094	9	18	5.55	0.45	2.50
RV PARK	416	LOT	0.21	0.066	4	0.27	0.071	6	10	3.49	0.25	0.87
RECREATIONAL HOME	260	ROOM	0.22	0.060	6	0.29	0.080	6	12	3.65	0.30	1.09
TOTAL	--	--	--	--	19	--	--	21	40	--	1.00	4.47

Notes: Mobile Residence Trip Generation based on the AM and PM Peak of adjacent street traffic per room based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per room is the sum of the weighted Trip Generation (TGW). RV Park Example: DT = ((0.21 / .066) + (0.27 / 0.071)) = 3.49; TSW = (10 / 40) = 0.25; TGW = (3.49 x 0.50) = 0.87. RV Park Trip Generation: Sum (2.50 + 0.87 + 1.09) = 4.47. ***Average values in the last row are shown in italics for informational purposes only.***

COMMUNITY SERVING TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES	CALCULATED DAILY TRIPS (TG)	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
CHURCH	560	1000 SF	0.32	0.070	6	0.49	0.07	11	17	5.79	0.89	5.18
MUSEUM	580	1000 SF	0.28	0.070	1	0.18	0.07	1	2	3.29	0.11	0.35
TOTAL	--	--	--	--	7	--	--	12	19	--	1.00	5.52

Notes: Community Serving Trip Generation based on the AM and PM Peak of adjacent street traffic per room based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on a peak to daily factor of 0.07. The Trip Generation Weight (TGw) is calculated based on daily trips multiplied by Trip Study Weight (TSw). The total trips per room is the sum of the weighted Trip Generation (TGw). Church Example: = ((0.32 / .07) + (0.49 / 0.07)) = 5.79; TSw = (17 / 19) = 0.89; TGw = (5.79 x 0.89) = 5.18. Community Serving Trip Generation is the sum of the weighted trip generation (5.18 + 0.35) = 5.52.

LONG TERM CARE TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK TRIPS (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK TRIPS (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES	CALCULATED DAILY	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
CONGREGATE CARE FACILITY	253	DWELLING	0.08	0.047	8	0.18	0.081	9	17	1.96	0.23	0.46
CONTINUING CARE RETIREMENT COMMUNITY	255	UNITS	0.15	0.047	15	0.19	0.081	15	30	2.77	0.41	1.14
LONG TERM CARE TRIP GENERATION PER 1,000 SQ. FT.												
CONGREGATE CARE FACILITY	253	1000 SQ. FT.	0.26	0.047	8	0.59	0.081	9	17	6.48	0.23	1.51
ASSISTED LIVING	254	1000 SQ. FT.	0.38	0.093	5	0.48	0.088	5	10	4.77	0.14	0.65
CONTINUING CARE RETIREMENT COMMUNITY	255	1000 SQ. FT.	0.38	0.047	15	0.48	0.081	15	30	6.92	0.41	2.84
NURSING HOME	620	1000 SQ. FT.	0.55	0.075	8	0.59	0.074	8	16	7.65	0.22	1.68
TOTAL / *AVERAGE*			*0.39*	*0.066*	36	*0.53*	*0.081*	37	73	*6.46*	1.00	6.68

Notes: Long Term Care Trip Generation based on the AM and PM Peak of adjacent street traffic based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. Congregate Care Facilities and Continuing Care Retirement Community were converted from units to 1,000 sq. ft. based on unit sizes of 330 sq. ft. and 400 sq. ft. respectively. Congregate Care Facilities AM and PM Peak Trips were multiplied by 3.3 to convert 330 sq. ft. units to 1,000 sq. ft. Continuing Care Retirement Community AM and PM Peak Trips were multiplied by 2.5 to convert 400 sq. ft. units to 1,000 sq. ft. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per 1,000 sq. ft. is the sum of the weighted Trip Generation (TGW). Nursing Home Example: DT = ((0.55 / .075) + (0.59 / 0.074)) = 7.65; TSW = (16 / 73) = 0.22; TGW = (7.65 x 0.22) = 1.68. Long Term Care TG: Sum(1.51 + 0.65 + 2.84 + 1.68) = 6.68. ***Average values in the last row are shown in italics for informational purposes only.***

PRIVATE EDUCATION TRIP GENERATION										
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK OF GENERATOR	NUMBER OF STUDIES	PM PEAK OF GENERATOR	TOTAL NUMBER OF STUDIES	CALCULATED DAILY	TOTAL NUMBER OF STUDIES	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
ELEMENTARY SCHOOL	520	STUDENTS	0.75	46	0.45	54	1.80	100	0.19	0.34
MIDDLE SCHOOL / JR HIGH SCHOOL	522	STUDENTS	0.74	25	0.36	29	1.65	54	0.10	0.17
HIGH SCHOOL	525	STUDENTS	0.51	51	0.32	65	1.25	116	0.22	0.28
PRIVATE K-8	530	STUDENTS	1.01	14	0.6	12	2.42	26	0.05	0.12
PRIVATE K-12	532	STUDENTS	0.8	5	0.53	3	2.00	8	0.02	0.03
PRIVATE HIGH SCHOOL	534	STUDENTS	0.66	4	0.40	4	1.59	8	0.02	0.02
CHARTER ELEMENTARY SCHOOL	536	STUDENTS	1.07	26	0.72	27	2.69	53	0.10	0.27
CHARTER HIGH SCHOOL	538	STUDENTS	0.94	4	0.73	4	2.51	8	0.02	0.04
DAY CARE	565	STUDENTS	0.79	75	0.81	75	2.40	150	0.29	0.69
TOTAL								523	1.00	1.96
CALCULATED DAILY TRIP GENERATION RATE PER 1,000 SQ. FT. IS (1.96 x 5) = 9.82 PER 1,000 SQ. FT.										9.82

DAILY TRIP GENERATION RATE OF 9.82 PER 1,000 SQ. FT. BASED ON 1,000 SQ. FT. DIVIDED BY THE AVERAGE SQUARE FEET PER STUDENT OF 200 SQ. FT. MULTIPLIED BY WEIGHTED TRIP GENERATION PER STUDENT: (1,000 / 200 = 5.00); (1.96 X 5.00 = 13.76). TRIP GENERATION ROUNDED TO NEAREST 100TH PLACE. DAILY TRIPS BASED ON THE SUM OF THE AM AND PM PEAK HOUR OF GENERATOR TIMES A PEAK-TO-DAILY FACTOR OF 1.5: (E.G., CHARTER HIGH SCHOOL 0.94 + 0.73 = 1.67; 1.67 X 1.5 = 2.51). PEAK HOUR DATA HAD SIGNIFICANTLY MORE STUDIES THAN DAILY DATA. TOTAL NUMBER OF STUDIES BASED ON THE SUM OF THE NUMBER OF STUDIES FOR THE AM AND PM PEAK HOUR OF GENERATOR PER SCHOOL TYPE. ALL TRIP GENERATION DATA BASED ON THE ITE TRIP GENERATION MANUAL, 11TH EDITION.

AVERAGE SQUARE FEET PER STUDENT = 142.5 SQ. FT. BASED ON A WEIGHTED AVERAGE OF STUDENTS PER SCHOOL TYPE BASED ON TABLE 10 FROM THE FLORIDA DEPARTMENT OF EDUCATION REVIEW & ADJUSTMENT FOR FLORIDA'S COST PER STUDENT STATION (JANUARY 2020).

OUTDOOR COMMERCIAL RECREATION TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK TRIPS (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK TRIPS (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES	CALCULATED DAILY	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
GOLF DRIVING RANGE	432	TEES	0.08	0.029	1	0.18	0.072	1	2	2.63	0.13	0.33
SOCCER COMPLEX	488	FIELDS	0.99	0.08	5	16.43	0.072	5	10	120.28	0.63	75.18
TENNIS COURTS	490	COURTS	--	--	--	4.21	0.083	2	2	50.72	0.13	6.34
RACQUET / TENNIS CLUB	491	COURTS	--	--	--	3.82	0.083	2	2	46.02	0.13	5.75
TOTAL / AVERAGE					6			10	16	54.92	1.00	87.60
OUTDOOR COMMERCIAL RECREATION TRIP GENERATION PER ACRE												
PUBLIC PARK	410	ACRES	0.03	0.083	5	0.11	0.083	6	11	0.86	0.33	0.29
GOLF COURSE	430	ACRES	0.19	0.083	3	0.28	0.083	3	6	2.83	0.18	0.51
GOLF DRIVING RANGE	432	ACRES	0.16	0.029	1	0.36	0.072	1	2	5.26	0.06	0.32
SOCCER COMPLEX	488	ACRES	0.40	0.08	5	6.57	0.072	5	10	48.11	0.30	14.58
TENNIS COURTS	490	ACRES	--	--	--	8.42	0.083	2	2	101.45	0.06	6.15
RACQUET / TENNIS CLUB	491	ACRES	--	--	--	7.64	0.083	2	2	92.05	0.06	5.58
TOTAL / *AVERAGE*		ACRES	*0.25*	*0.064*	14	*3.90*	*0.079*	19	33	*41.76*	1.00	27.43

Notes: Outdoor Commercial Recreation Trip Generation based on the AM and PM Peak of adjacent street traffic based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The trip generation for golf driving ranges was converted from tees to acreage based on two (2) tees per acre. The trip generation for a soccer complex was converted from fields to acreage based on two and a half acres (2.5) per field. The trip generation for tennis courts and a raquest / tennis court was converted from courts to acreage based on two (2) courts per acre. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per acre is the sum of the weighted Trip Generation (TGW). Golf Course Example: DT = ((0.19 / .083) + (0.28 / 0.083)) = 2.83; TSW = (6 / 33) = 0.18; TGW = (2.83 x 0.18) = 0.51. Outdoor Comercial Recreation TG is equal to the sum of the following: (0.29 + 0.51 + 0.32 + 14.58 + 6.15 + 5.58) = 27.43. ***Average values in the last row are shown in italics for informational purposes only.***

INDOOR ENTERTAINMENT TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES	CALCULATED DAILY	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
ROCK CLIMBING GYM	434	1,000 SQ. FT.	1.40	0.068	1	1.64	0.123	1	2	16.96	0.04	0.65
MULTI-PURPOSE	435	1,000 SQ. FT.	0.00	0.068	0	3.58	0.123	3	3	14.55	0.06	0.84
TRAMPOLINE PARK	436	1,000 SQ. FT.	0.00	0.068	0	1.50	0.123	3	3	6.10	0.06	0.35
BOWLING ALLEY	437	1,000 SQ. FT.	0.81	0.068	1	1.16	0.123	5	6	10.67	0.12	1.23
HEALTH / FITNESS	492	1,000 SQ. FT.	1.31	0.068	6	3.45	0.123	8	14	23.66	0.27	6.37
ATHLETIC CLUB	493	1,000 SQ. FT.	3.16	0.068	2	6.29	0.123	3	5	48.80	0.10	4.69
COMMUNITY CENTER	495	1,000 SQ. FT.	1.91	0.068	12	2.50	0.123	15	27	24.21	0.52	12.57
TOTAL	--	--	--	0.068	21	--	0.123	31	52	--	1.00	24.86

Notes: Indoor Entertainment Trip Generation based on the AM and PM Peak of adjacent street traffic per 1,000 square feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for ITE Land Use Code 495 (Recreational Community Center). This was the only indoor recreational use with a reported daily trip distribution. The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per 1,000 SQ. FT. is the sum of the weighted Trip Generation (TGW). Community Center Example: DT = ((1.91 / .068) + (2.50 / 0.123)) = 24.21; TSW = (27 / 52) = 0.52; TGW = (24.41 x 0.52) = 12.57. Indoor Commercial Recreation Trip Generation is the sum of (0.65 + 0.84 + 0.35 + 1.23 + 6.37 + 4.69 + 12.57) = 24.86. ***Average values in the last row are shown in italics for informational purposes only.***

INDUSTRIAL TRIP GENERATION						
ITE LAND USE	**ITE**	**VARIABLE**	**DAILY TRIPS (DT)**	**NUMBER OF STUDIES (TS)**	**WEIGHTED TRIP STUDY (TSw)**	**WEIGHTED TRIP GENERATION (TGw)**
LIGHT INDUSTRIAL	**110**	**1,000 SQ. FT.**	**4.87**	**37**	**0.243**	**1.185**
INDUSTRIAL PARK	**130**	**1,000 SQ. FT.**	**3.37**	**27**	**0.178**	**0.599**
MANUFACTURING	**140**	**1,000 SQ. FT.**	**4.75**	**53**	**0.349**	**1.656**
DATA CENTER	**160**	**1,000 SQ. FT.**	**0.99**	**2**	**0.013**	**0.013**
UTILITY	**170**	**1,000 SQ. FT.**	**12.29**	**13**	**0.086**	**1.051**
SPECIALTY TRADE	**180**	**1,000 SQ. FT.**	**9.82**	**20**	**0.132**	**1.292**
AVERAGE (STUDIES = TOTAL)	**--**	**--**	***6.02***	**152**	**1.000**	**5.80**

Notes: Industrial Trip Generation based on the Daily Rate from the 11th Edition of the ITE Trip Generation Manual. The total number of studies (TS) conducted for Daily Trips (DT) are used to calculate a Trip Study Weight (TSw). The Trip Generation Weight (TGw) is calculated based on daily trips multiplied by weighted Trip Study. The total trips per 1,000 sq. ft. is the sum of the weighted Trip Generation (TGw). Light Industrial Example: TSW = (37 / 152) = 0.243; TGW = (4.87 x 0.243) = 1.185. The trip generation (TG) for Industrial uses is the sum of (1.185 + 0.599 + 1.656 + 0.013 + 1.051 + 1.292) = 5.80. *Average DT shown in italics for informational purposes only.*

COMMERCIAL STORAGE TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (TS)	CALCULATED DAILY TRIPS (DT)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
WAREHOUSE	150	1,000 SQ. FT.	0.18	0.065	36	0.18	0.065	49	85	2.77	0.22	0.61
MINI-WAREHOUSE	151	1,000 SQ. FT.	0.15	0.087	13	0.15	0.087	18	31	1.72	0.08	0.14
HIGH CUBE TRANSLOAD	154	1,000 SQ. FT.	0.10	0.048	102	0.10	0.048	103	205	2.08	0.53	1.10
HIGH CUBE FULLFILLMENT	155	1,000 SQ. FT.	0.16	0.113	22	0.16	0.113	22	44	1.42	0.11	0.16
HIGH CUBE FULLFILLMENT - SORT	155	1,000 SQ. FT.	1.20	0.113	2	1.20	0.113	3	5	10.62	0.01	0.14
HIGH CUBE PARCEL HUB	156	1,000 SQ. FT.	0.64	0.113	4	0.64	0.113	4	8	5.66	0.02	0.12
HIGH CUBE COLD STORAGE	157	1,000 SQ. FT.	0.15	0.048	5	0.15	0.048	5	10	3.13	0.03	0.08
TOTAL	--	--	--		184	--	--	204	388	--	--	2.34

Notes: Commercial Storage Trip Generation based on the AM and PM Peak of adjacent street traffic per 1,000 squate feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the closest 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Weighted Trip Generation (TGw) is calculated based on daily trips multiplied by Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). High Cube Fullfillment Example: DT = ((0.16 / .0113) + (0.16 / 0.113)) = 1.42; TSw = (44/ 388) = 0.113; TGw = (1.42 x 0.11) = 0.16. Commercial Storage Weighted Trip Generation (TGw) is the sum of (0.61 + 0.14 + 1.10 + 0.16 + 0.14 + 0.12 + 0.08) = 2.34.

OFFICE TRIP GENERATION						
USE	ITE	VARIABLE	DAILY TRIPS (DT)	NUMBER OF STUDIES (TS)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
OFFICE	710	1,000 SQ. FT.	10.84	59	0.38	4.15
SMALL OFFICE	712	1,000 SQ. FT.	14.39	21	0.14	1.96
CORPORATE HEADQUATERS	714	1,000 SQ. FT.	7.95	7	0.05	0.36
SINGLE TENANT	715	1,000 SQ. FT.	13.07	12	0.08	1.02
HOSPITAL	610	1,000 SQ. FT.	10.77	7	0.05	0.49
OFFICE PARK	750	1,000 SQ. FT.	11.07	10	0.06	0.72
RESEARCH & DEVELOPMENT	760	1,000 SQ. FT.	11.08	22	0.14	1.58
BUSINESS PARK	770	1,000 SQ. FT.	12.44	16	0.10	1.29
TOTAL				154	1.00	11.58

Notes: Office Trip Generation based on Daily Weekday Trip Generation per 1,000 squate feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on ITE Trip Generation Manual 11th edition. The Weighted Trip Generation (TGw) is calculated based on Daily Trips (DT) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Office Example: TSw = (59 / 154) = 0.38; TGw = (10.84 x 0.38) = 4.15. Office Trip Generation is the sum of (4.15 + 1.96 + 0.36 + 1.02 + 0.49 + 0.72 + 1.58 + 1.29) = 11.58.

MEDICAL OFFICE TRIP GENERATION						
USE	**ITE**	**VARIABLE**	**DAILY TRIPS (DT)**	**NUMBER OF STUDIES (TS)**	**WEIGHTED TRIP STUDY (TSw)**	**WEIGHTED TRIP GENERATION (TGw)**
MEDICAL OFFICE	**720**	**1,000 SQ. FT.**	**36.00**	**18**	**0.49**	**17.51**
CLINIC	**630**	**1,000 SQ. FT.**	**37.60**	**9**	**0.24**	**9.15**
VETERINARY	**640**	**1,000 SQ. FT.**	**21.50**	**6**	**0.16**	**3.49**
EMERGENCY CARE	**650**	**1,000 SQ. FT.**	**24.94**	**4**	**0.11**	**2.70**
TOTAL			**30.01**	**37**	**1.00**	**32.84**

Notes: Medical Office Trip Generation based on Daily Weekday Trip Generation per 1,000 square feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on ITE Trip Generation Manual 11th edition. The Weighted Trip Generation (TGw) is calculated based on Daily Trips (DT) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Medical Office Example: TSw = (18 / 37) = 0.49; TGw = (36.00 x 0.49) = 17.51. Medical Office Trip Generation is the sum of (17.51 + 9.15 + 3.49 + 2.93 + 2.70) = 32.84. ***Average values in the last row are shown in italics for informational purposes only.***

RETAIL TRIP GENERATION						
USE	ITE LAND USE CODE	UNIT OF MEASURE	DAILY TRIPS (DT)	NUMBER OF STUDIES (TS)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
BUILDING MATERIALS & LUMBER	812	1,000 SQ. FT.	17.05	13	0.03	0.57
FREE STANDING DISCOUNT SUPERSTORE	813	1,000 SQ. FT.	50.52	72	0.19	9.42
VARIETY STORE	814	1,000 SQ. FT.	63.66	29	0.08	4.78
FREE STANDING DISCOUNT STORE	815	1,000 SQ. FT.	53.87	21	0.05	2.93
NURSERY GARDEN CENTER	817	1,000 SQ. FT.	68.10	10	0.03	1.76
MULTI-TENANT GREATER THAN 150K	820	1,000 SQ. FT.	37.01	108	0.28	10.36
MULTI-TENANT 40K to 150K WITHOUT SUPERMARKET	821	1,000 SQ. FT.	67.52	7	0.02	1.22
MULTI-TENANT UNDER 40K	822	1,000 SQ. FT.	54.45	4	0.01	0.56
AUTO SALES NEW	840	1,000 SQ. FT.	27.84	18	0.05	1.30
AUTO SALES USED	841	1,000 SQ. FT.	27.06	14	0.04	0.98
AUTO PARTS SALES	843	1,000 SQ. FT.	55.34	12	0.03	1.72
TIRE STORE	848	1,000 SQ. FT.	27.69	13	0.03	0.93
DISCOUNT CLUB	857	1,000 SQ. FT.	42.46	20	0.05	2.20
SPORTING GOODS SUPERSTORE	861	1,000 SQ. FT.	23.78	8	0.02	0.49
HOME IMPROVEMENT	862	1,000 SQ. FT.	30.74	19	0.05	1.51
ELECTRONIC SUPERSTORE	863	1,000 SQ. FT.	41.05	5	0.01	0.53
DISCOUNT HOME FURNISHINGS	869	1,000 SQ. FT.	20.00	8	0.02	0.41
DEPARTMENT STORE	875	1,000 SQ. FT.	22.88	5	0.01	0.30
TOTAL		1,000 SQ. FT.	*40.61*	386	1.00	42.00

Notes: Retail Trip Generation based on Daily Weekday Trip (DT) Generation per 1,000 square feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual. The simple average for daily trips is for information purposes only to illustrate the difference compared to weighted trips. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Weighted Trip Generation (TGw) is calculated based on Daily Trips (DT) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Variety Store Example: TSw = (29 / 386) = 0.08; TGw = (63.66 x 0.08) = 4.78. Retail Trip Generation is the sum of (0.57 + 9.42 + 4.78 + 2.93 + 1.76 + 10.36 + 1.22 + 0.56 + 1.30 + 0.98 + 1.72 + 0.93 + 2.20 + 0.49 + 1.51 + 0.53 + 0.41 + 0.30) = 42.00. ***Average values in the last row are shown in italics for informational purposes only.***

HIGH IMPACT RETAIL TRIP GENERATION						
USE	ITE LAND USE CODE	UNIT OF MEASURE	DAILY TRIPS (DT)	NUMBER OF STUDIES (TS)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
MULTI-TENANT 40K to 150K WITH SUPERMARKET	821	1,000 SQ. FT.	94.49	17	0.12	11.00
SUPERMARKET	850	1,000 SQ. FT.	93.84	22	0.15	14.14
PHARMACY WITH DRIVE-THRU	881	1,000 SQ. FT.	108.4	16	0.11	11.88
MARJUANA DISPENSARY	882	1,000 SQ. FT.	211.12	7	0.05	10.12
LIQUOR STORE	899	1,000 SQ. FT.	107.21	5	0.03	3.67
DRIVE-IN BANK	912	1,000 SQ. FT.	100.35	19	0.13	13.06
FINE DINING RESTAURANT	931	1,000 SQ. FT.	83.84	10	0.07	5.74
HIGH TURN OVER RESTAURANT	932	1,000 SQ. FT.	107.2	50	0.34	36.71
TOTAL		1,000 SQ. FT.	113.31	146	1.00	106.33

Notes: High Impact Retail Trip Generation based on Daily Weekday Trip (DT) Generation per 1,000 square feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual. The simple average for daily trips is for information purposes only to illustrate the differance compared to weighted trips. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Weighted Trip Generation (TGw) is calculated based on Daily Trips (DT) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Supermarket Example: TSw = (22 / 146) = 0.15; TGw = (93.84 x 0.15) = 14.14. High Impact Retail Trip Generation is the sum of (11.00 + 14.14 + 11.88 + 10.12 + 3.67 + 13.06 + 36.71) = 106.33.

CONVENIENCE RETAIL TRIP GENERATION												
USE	ITE LAND USE CODE	UNIT OF MEASURE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (TS)	DAILY TRIPS (DT)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
CONVENIENCE STORE	851	1,000 SQ. FT.	62.54	0.062	39	49.11	0.060	39	78	913.60	0.10	89.30
FAST FOOD WITHOUT DRIVE-THRU	933	1,000 SQ. FT.	43.18	0.019	3	33.21	0.064	8	11	1395.77	0.01	19.24
FAST FOOD WITH DRIVE-THRU	934	1,000 SQ. FT.	44.61	0.035	96	33.03	0.067	190	286	883.78	0.36	316.74
COFFEE DONUT WITHOUT DRIVE-THRU	936	1,000 SQ. FT.	93.08	0.1	25	32.29	0.044	16	41	832.33	0.05	42.76
COFFEE DONUT WITH DRIVE-THRU	937	1,000 SQ. FT.	85.88	0.1	78	38.99	0.044	36	114	872.47	0.14	124.64
CONVENIENCE STORE WITH GAS (2 TO 8 POSITIONS)	945	1,000 SQ. FT.	40.59	0.062	57	48.48	0.071	67	124	668.75	0.16	103.92
CONVENIENCE STORE WITH GAS (9 TO 15 POSITIONS)	945	1,000 SQ. FT.	56.52	0.065	34	54.52	0.068	39	73	835.65	0.09	76.44
CONVENIENCE STORE WITH GAS (16 TO 24 POSITIONS)	945	1,000 SQ. FT.	91.35	0.065	32	78.95	0.068	39	71	1283.21	0.09	114.17
TOTAL		1,000 SQ. FT.							798	960.69	1.00	887.21
DRIVE-THRU & FUEL POSITION TRIP GENERATION ADJUSTMENT												544.55
NET TRIP GENERATION (BASED ON TGw PER 1,000 SQ. FT. MINUS DRIVE-THRU & FUEL POSITION TRIP GENERATION ADJUSTMENT: 887.21 - 544.55 = 588.82)												342.66

Notes: Convenience Retail Trip Generation based on Daily Weekday Trip (DT) Generation per 1,000 square feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual. The simple average for daily trips is for information purposes only to illustrate the difference compared to weighted trips. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Weighted Trip Generation (TGw) is calculated based on Daily Trips (DT) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Convenience Store Example: TSw = (78 / 798) = 0.10; TGw = (913.60 x 0.10) = 89.30. Convenience Retail Trip Generation is the sum of (89.30 + 19.24 + 316.74 + 42.76 + 124.64+ 103.92 + 76.44 + 114.17) = 887.21.

The same methodology applies to the Drive-Thru and Fuel Position Trip Generation Adjustmemt. The total number of studies (TS) is as follows: (Drive-Thru = 35; Fuel Position = 386; 35 + 386 = 421). The trip study weight (TSw) is as follows: (35 / 421 = 0.083; 386 / 421 = 0.917). The weighted trip generation TGw is as follows: (507.99 x 0.083) = 42.23; (279.39 x 2) = 558.77; (558.77 x 0.917) = 512.32). The trip generation for fuel positions is multiplied by two to account for the number of positions per 1,000 sq. ft. The trip generation adjustment is equal to the following: (42.23 + 512.32 = 544.55). The trip generation analysis for Quick Service Restaurant Drive-Thru's and Motor Vehicle Fuel Positions is provided in the trip generation appendix.

VEHICLE CLEANING TRIP GENERATION								
NUMBER OF STUDIES								
ITE LAND USE	**ITE LAND USE CODE**	**UNIT OF MEASURE**	**PM PEAK (4 to 6)**	**PM PEAK FACTOR**	**NUMBER OF STUDIES / UNITS**	**CALCULATED DAILY TRIPS (DT)**	**WEIGHTED TRIP STUDY (TSw)**	**WEIGHTED TRIP GENERATION (TGw)**
SELF SERVICE CAR WASH	**947**	**STALL**	**5.54**	**0.087**	**6**	**63.68**	**0.60**	**38.21**
AUTOMATED CAR WASH	**948**	**TUNNEL**	**77.50**	**0.087**	**3**	**890.80**	**0.30**	**267.24**
CAR WASH & DETAIL CENTER	**949**	**STALL**	**13.60**	**0.087**	**1**	**156.32**	**0.10**	**15.63**
TOTAL	**--**	**--**	**--**	**--**	**10**	**--**	**1.00**	**321.08**
NUMBER OF UNITS								
SELF SERVICE CAR WASH	**947**	**STALL**	**5.54**	**0.087**	**7**	**445.75**	**0.58**	**260.02**
CAR WASH & DETAIL CENTER	**949**	**STALL**	**13.60**	**0.087**	**5**	**781.61**	**0.42**	**325.67**
TOTAL	**--**	**--**	**--**	**--**	**12**	**--**	**1.00**	**585.69**

Notes: Car Wash Trip Generation based on the PM Peak of adjacent street traffic per unit of measure based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the PM Peak are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the PM Peak divided by the PM Peak factor. PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for ITE Land Use Codes 949. The Weighted Trip Generation Weight (TGw) is calculated based on Daily Trips multiplied by Weighted Trip Study. The total trips is the sum of the Weighted Trip Generation (WTG). Self-Service Car Wash Example: DT = ((5.54 / .087) = 63.68; TSw = (6 / 10) = 0.60; TGw = (63.68 x 0.60) = 38.21. Car Wash Trip Generation is the sum of (38.21 + 267.24 + 15.63) = 321.08. Automated car washed typically feature one (1) lane and one (1) tunnel. Some high volume car washes will feature two (2) or (3) approach lanes. Self service or full service car washes may feature between four (4) and eight (8) stalls. The high volume car washes will feature multiple finishing stations for vacuuming and detailing vehicles. An additional analysis based on total units of measure was performed to illustrate that on a daily trip basis, car washes produce similar results for the facility as a whole. For car washes with a tunnel system, the trip generation would also apply to every three (3) finishing stations based on TGw divided by Average Number of Stalls multiplied by three (3): (585.69 / 6 = 97.61); (97.61 x 3 = 328.02). Accounting for the number of finishing stations levels the trip generation between self service and automated car washes. For automated stations, the trip generation would also include 321.08 trip per five (5) finishing stations.

MOTOR VEHICLE FUELING TRIP GENERATION												
USE	ITE LAND USE CODE	UNIT OF MEASURE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (TS)	DAILY TRIPS (DT)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
GASOLINE SERVICE STATION	944	PER FUEL POSITION	10.28	0.050	53	13.91	0.075	65	118	195.53	0.31	59.77
CONVENIENCE STORE WITH GAS (2-4K)	945	PER FUEL POSITION	16.06	0.062	76	18.42	0.071	93	169	259.23	0.44	113.50
CONVENIENCE STORE WITH GAS (4-5.5K)	945	PER FUEL POSITION	27.04	0.065	18	22.76	0.068	23	41	375.35	0.11	39.87
CONVENIENCE STORE WITH GAS (5.5-10K)	945	PER FUEL POSITION	31.60	0.065	29	26.90	0.068	29	58	440.87	0.15	66.24
TOTAL		PER FUEL POSITION	*21.25*	*0.06*	176	*20.50*	*0.07*	210	386	*317.75*	1.00	279.39

Notes: Motor Vehicle Fueling Trip Generation based on the AM and PM Peak of adjacent street traffic per the 11th Edition of the ITE Trip Generation Manual. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for applicable ITE Land Use Codes. The Weighted Trip Generation Weight (TGw) is calculated based on Daily Trips multiplied by Weighted Trip Study. The total trips per unit of measure is the sum of the Weighted Trip Generation (WTG). Gasoline Service Station Example: DT = ((10.28 / .050) + (13.91 / 0.075)) = 195.53; TSw = (118 / 386) = 0.31; TGw = (195.53 x 0.31) = 59.77. Motor Vehicle Fueling Trip Generation per 1,000 sq. ft. is the sum of (59.77 + 113.50 + 39.87 + 66.24) = 279.39. ***Average values in the last row are shown in italics for informational purposes only.***

MOTOR VEHICLE SERVICE TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (TS)	CALCULATED DAILY TRIPS (DT)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
TIRE STORE	848	SERVICE BAY	2.10	0.066	9	3.42	0.091	10	19	34.70	0.35	11.99
TIRE SUPERSTORE	849	SERVICE BAY	2.01	0.066	11	3.17	0.091	12	23	32.64	0.42	13.65
QUICK LUBE VEHICLE SHOP	941	SERVICE BAY	3.00	0.083	1	4.85	0.115	10	11	39.16	0.20	7.83
AUTOMOBILE CARE CENTER	942	SERVICE BAY	1.52	0.083	1	2.17	0.115	1	2	18.59	0.04	0.68
TOTAL	--	--	*2.16*	*0.075*	22	*3.40*	*0.103*	33	55	*31.27*	1.00	34.15

Notes: Motor Vehicle Service Trip Generation based on the AM and PM Peak of adjacent street traffic per Service Bay based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for ITE Land Use Codes 848 and 941. The Weighted Trip Generation Weight (TGw) is calculated based on Daily Trips multiplied by Weighted Trip Study. The total trips per Service Bay is the sum of the Weighted Trip Generation (WTG). Tire Store Example: DT = ((2.10 / .066) + (3.42 / 0.091)) = 34.70; TSw = (19 / 55) = 0.35; TGw = (34.70 x 0.35) = 11.99. Motor Vehicle Service Trip Generation per bay is the sum of (11.99 + 13.65 + 7.83 + 0.61) = 34.15. ***Average values in the last row are shown in italics for informational purposes only.***

FINANCIAL SERVICES DRIVE-THRU TRIP GENERATION												
ITE LAND USE	**ITE LAND USE CODE**	**VARIABLE**	**AM PEAK (7 to 9)**	**AM PEAK FACTOR**	**AM NUMBER OF STUDIES**	**PM PEAK (4 to 6)**	**PM PEAK FACTOR**	**PM NUMBER OF STUDIES**	**TOTAL NUMBER OF STUDIES**	**CALCULATED DAILY TRIPS (TG)**	**TRIP STUDIED (WEIGHTED)**	**TRIP GENERATION (WEIGHTED)**
BANK	**912**	**1,000 SF**	**9.95**	**0.063**	**44**	**21.01**	**0.102**	**114**	**158**	**181.96**	**0.52**	**94.88**
BANK	**912**	**DRIVE-THRU**	**8.54**	**0.063**	**36**	**27.07**	**0.102**	**109**	**145**	**200.47**	**0.48**	**95.94**
TOTAL / *AVERAGE*			***9.25***	**0.063**	**80**	***24.04***	**0.102**	**223**	**303**	***191.22***	**1.00**	**190.82**
ITE LAND USE	**ITE LAND USE CODE**	**VARIABLE**	**WEIGHTED AM PEAK (7 to 9)**	**WEIGHTED AM PEAK FACTOR**	**WEIGHTED AM NUMBER OF STUDIES**	**WEIGHTED PM PEAK (4 to 6)**	**WEIGHTED PM PEAK FACTOR**	**WEIGHTED PM NUMBER OF STUDIES**	**TOTAL NUMBER OF STUDIES**	**WEIGHTED PEAK HOUR TRIPS**	**WEIGHTED PEAK HOUR FACTOR**	**WEIGHTED DAILY TRIPS (DT)**
BANK	**912**	**1,000 SF**	**2.77**	**0.018**	**0.28**	**15.16**	**0.074**	**0.72**	**158**	**17.93**	**0.09**	**196.73**
BANK	**912**	**DRIVE-THRU**	**2.12**	**0.016**	**0.25**	**20.35**	**0.077**	**0.75**	**145**	**22.47**	**0.09**	**243.39**
NET TRIP GENERATION TGw PER BANK DRIVE-THRU MINUS TGw FOR HIGH-IMPACT RETAIL (PER 1,000 SQ. FT.) (243.39 - 106.33) = 137.06												**137.06**

Notes: Bank Drive-Thru Trip Generation based on the AM and PM Peak of adjacent street traffic per room based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for ITE Land Use Codes 912. The Trip Generation Weight (TGw) is calculated based on daily trips multiplied by Trip Study Weight (TSw). The total trips per room is the sum of the weighted Trip Generation (TGw).

The trip generation per drive-thru is based on the weighted daily trips per drive-thru of 243.39 minus the weighted daily trips per 1,000 sq. ft. for High-Impact Retail Uses 106.33 for a net trip generation of 137.06 (243.39 - 106.33 = 137.06). The mobility fee for the square footage of the Financial Services building is based on the trip generation for High-Impact Retail land uses.

QUICK SERVICE RESTAURANT (AKA FAST FOOD) DRIVE-THRU TRIP GENERATION												
ITE LAND USE	**ITE LAND USE CODE**	**VARIABLE**	**AM PEAK (7 to 9)**	**AM PEAK FACTOR**	**AM NUMBER OF STUDIES**	**PM PEAK (4 to 6)**	**PM PEAK FACTOR**	**PM NUMBER OF STUDIES**	**TOTAL NUMBER OF STUDIES (TS)**	**CALCULATED DAILY TRIPS (DT)**	**WEIGHTED TRIP STUDY (TSw)**	**WEIGHTED TRIP GENERATION (TGw)**
FAST FOOD WITH DRIVE-THRU NO INDOOR SEATING	**935**	**PER DRIVE-THRU**	**43.00**	**0.035**	**1**	**59.50**	**0.067**	**6**	**7**	**1058.32**	**0.20**	**211.66**
COFFEE DONUT WITH DRIVE-THRU NO INDOOR SEATING	**938**	**PER DRIVE-THRU**	**39.81**	**0.100**	**20**	**15.08**	**0.044**	**8**	**28**	**370.41**	**0.80**	**296.33**
TOTAL	**--**	**PER DRIVE-THRU**	***41.41***	***0.07***	**21**	***37.29***	***0.06***	**14**	**35**	***714.36***	**1.00**	**507.99**

Notes: Quick Service Restaurant Drive-Thru Trip Generation based on the AM and PM Peak of adjacent street traffic per 1000 Sq Ft based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for ITE Land Use Codes 934 and 937. The Weighted Trip Generation Weight (TGw) is calculated based on Daily Trips multiplied by Weighted Trip Study. The total trips per drive-thru is the sum of the Weighted Trip Generation (WTG). Fast Food with Drive-Thru Example: DT = ((43.00 / .035) + (59.50 / 0.067)) = 1058.32; TSw = (7 / 35) = 0.20; TGw = (1058.32 x 0.20) = 211.66. Quick Service Restaurant Drive-Thru Trip Generation per lane is the sum of (211.66 + 296.33) = 507.99. ***Average values in the last row are shown in italics for informational purposes only.***

OVERNIGHT LODGING TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (NS)	CALCULATED DAILY	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
HOTEL	310	ROOM	0.46	0.053	28	0.59	0.077	31	59	8.17	0.30	2.46
ALL SUITES HOTEL	311	ROOM	0.34	0.052	9	0.36	0.077	10	19	5.61	0.10	0.54
BUSINESS HOTEL	312	ROOM	0.36	0.071	17	0.31	0.069	24	41	4.78	0.21	1.00
MOTEL	320	ROOM	0.35	0.066	15	0.36	0.071	20	35	5.19	0.18	0.93
RESORT HOTEL	330	ROOM	0.32	0.050	6	0.41	0.050	9	15	7.30	0.08	0.56
TIMESHARE	265	ROOM	0.40	0.060	14	0.63	0.060	13	27	8.58	0.14	1.18
TOTAL	--	--	--	--	89	--	--	107	196	--	1.00	6.67

Notes: Overnight Lodging Trip Generation based on the AM and PM Peak of adjacent street traffic per room based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per room is the sum of the weighted Trip Generation (TGW). Hotel Example: DT = ((0.46 / .053) + (0.59 / 0.077)) = 8.17; TSW = (59 / 196) = 0.30; TGW = (8.17 x 0.30) = 2.46. Hotel Trip Generation: Sum (2.46 + 0.54 + 1.00 + 0.93 + 0.56 +1.18) = 6.67.
Average values in the last row are shown in italics for informational purposes only.

DRIVE-THRU TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (TS)	CALCULATED DAILY TRIPS (DT)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
FAST FOOD WITH DRIVE-THRU NO INDOOR SEATING	935	DRIVE-THRU	43.00	0.035	1	59.50	0.067	6	7	1058.32	0.04	41.16
COFFEE DONUT WITH DRIVE-THRU NO INDOOR SEATING	938	DRIVE-THRU	39.81	0.100	20	15.08	0.044	8	28	370.41	0.16	57.62
BANK WITH DRIVE-THRU	912	DRIVE-THRU	8.54	0.063	36	27.07	0.102	109	145	200.47	0.81	161.49
TOTAL		DRIVE-THRU	*30.45*	*0.066*	57	*33.88*	*0.071*	123	180	*543.07*	1.00	260.27
PHARMACY WITH-OUT DRIVE-THRU	880	1,000 SQ. FT.	2.94	0.033	7	8.51	0.094	13	20	89.81	0.25	22.45
PHARMACY WITH DRIVE-THRU	881	1,000 SQ. FT.	3.74	0.033	21	10.25	0.094	39	60	111.19	0.75	83.39
TOTAL	--	1,000 SQ. FT.	*3.34*	*0.033*	28	*9.38*	*0.094*	52	80	*100.50*	1.00	105.84
NET TRIP GENERATION BASED ON PHARMACY W/ DRIVE-THRU (DT) MINUS PHARMACY W/O DRIVE-THRU (DT) TIMES AVERAGE PHARMACY SQ. FT. PER 1,000: (111.19 - 89.81 = 21.38); (13,000 / 1,000 = 13); (21.38 x 13 = 277.89)												277.89
NET TRIP GENERATION BASED ON AVERAGE OF WEIGHTED DRIVE-THRU & WEIGHTED PHARMACY DRIVE-THRU: (260.27 + 277.89 = 538.16); (538.16 / 2 = 269.08)												269.08
NET TRIP GENERATION BASED ON AVERAGE OF FIVE (5) MINUTE WAIT TIME OVER ONE (1) HOUR DIVIDED BY A WEIGHTED AVERAGE PM PEAK HOUR FACTOR OF 0.0958: (60 / 5 = 12); (12 / 0.0958 = 125.26)												125.26

Notes: Drive-Thru Trip Generation based on the AM and PM Peak of adjacent street traffic per 1000 Sq Ft based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Weighted Trip Generation Weight (TGw) is calculated based on Daily Trips multiplied by Weighted Trip Study. The total trips per drive-thru is the sum of the Weighted Trip Generation (WTG). Fast Food with Drive-Thru Example: DT = ((43.00 / .035) + (59.50 / 0.067)) = 1058.32; TSw = (7 / 180) = 0.04; TGw = (1058.32 x 0.04) = 41.16. Drive-Thru Trip Generation is the sum of (41.16 + 57.62 + 161.49) = 260.27. A trip generation per drive-thru was then calculated for pharmacies based on AM and PM peak hour trip generation for a pharmacy with and with-out a drive-thru. The difference in daily trip generation between a pharmacy with and with-out a drive-thru was then calculated. The difference was then calculated for a typically size pharmacy of 13,000 sq. feet. The average of the two drive-thru analysis was then calculated for an average weighted daily trip generation of 269.08 for a drive-thru. The land uses tend to be higher trip generators. A trip generation rate was then calculated assuming 12 vehicles and hour using a drive-thru (5 minutes per vehicle). This average value was then converted to a daily trip generation rate based on the weighted average PM Peak Hour factor for all land uses (0.0958). The new trip generation result is a daily trip generation of 125.26 per drive-thru. This analysis was done to illustrate that the calculated rates did not exceed those of higher trip generating land uses. ***Average values in the last row are shown in italics for informational purposes only.***

APPENDIX N

Person Travel Demand per Use (PTDu)

APPENDIX N: PERSON TRAVEL DEMAND PER LAND USE (PTDu)									
USE CATEGORIES, USE CLASSIFICATIONS & REPRESENTATIVE USES	UNIT OF MEASURE (UOM)	TRIP GENERATION (TG)	% NEW TRIPS (NT)	VEHICLE TRIP LENGTH (VTL)	LIMITED ACCESS EVALUATION FACTOR (LAEf)	ORIGIN DESTINATION FACTOR (ODf)	VEHICLE MILES OF TRAVEL (VMT)	PERSON MILES OF TRAVEL FACTOR (PMTf)	PERSON TRAVEL DEMAND (PTDu)
Residential Uses									
Single-Family Residential Dwelling (Detached, Duplex, Accessory Dwelling, Townhome, Townhouse, Tiny Home)	per 1,000 Sq. Ft.	4.10	1.00	3.86	0.56	0.50	4.43	1.61	7.13
Multi-Family Residential Dwelling (Apartment, Condo, 3 or more Attached Dwellings, Dormitory)	per 1,000 Sq. Ft.	4.84	1.00	3.86	0.56	0.50	5.23	1.61	8.42
Mobile Residence (Mobile Home (MH), Recreational Vehicle (RV), MH and / or RV Park)	per space / lot	4.47	1.00	3.86	0.56	0.50	4.83	1.61	7.78
Institutional Uses									
Community Serving (Civic / Fraternal Club, Gallery, Museum, Performance Venues, Place of Assembly or Worship)	per 1,000 Sq. Ft.	5.52	0.80	5.29	0.56	0.50	6.54	1.44	9.42
Group Home (Assisted Living, Care or Recovery Homes, Congregate Living Facility, Nursing Home)	per 1,000 Sq. Ft.	6.68	0.80	3.86	0.56	0.50	5.78	1.61	9.30
Private Education (Afterschool, Family Day Care, K-12, Pre-K, Trade School, Tutor)	per 1,000 Sq. Ft.	9.82	1.00	4.64	0.56	0.50	12.76	1.58	20.16
Commercial Recreational Uses									
Marina (wet berths, dry slips, ancillary repair, yacht club)	per Berth	2.41	1.00	4.16	0.56	0.50	2.81	2.87	8.06
Entertainment, Outdoor (Amusement, Golf, Multi-Purpose, Recreation, Sports, Tennis)	per Acre	27.43	0.80	4.16	0.56	0.50	25.56	2.87	73.36
Entertainment, Indoor (Amusement Arcade, Exercise Studio, Fitness, Gym, Health, Indoor Sports, Recreation)	per 1,000 Sq. Ft.	24.86	0.50	4.16	0.56	0.50	14.48	2.87	41.55
Industrial Uses									
Industrial (Assembly, Brewery, Development and Testing, Distribution and Processing, Microbrewing, Trades, Utilities)	per 1,000 Sq. Ft.	5.80	0.80	4.77	0.56	0.50	6.20	1.21	7.50
Commercial Storage (Boat / Vehicle, Junk /Salvage Yard, Recycling / Waste Management, Open, Self-Service, Warehouse)	per 1,000 Sq. Ft.	2.34	1.00	3.68	0.56	0.50	2.41	1.24	2.99
Office Uses									
Office (Administrative, Business, Hospital, Post Secondary Education, Professional, Real Estate)	per 1,000 Sq. Ft.	11.58	0.80	4.77	0.56	0.50	12.37	1.21	14.97
Medical or Dental Office (Clinic, Dental, Health Service, Laboratory, Professional Care, Emergency Care, Rehab, Veterinary)	per 1,000 Sq. Ft.	32.84	0.70	4.67	0.56	0.50	30.06	1.25	37.57
Retail Uses									
Retail (Auto / Boat Rental or Sales, New or Used Merchandise, Personal or Pet Care, Sales, Services, Stores)	per 1,000 Sq. Ft.	42.00	0.40	3.37	0.56	0.50	15.85	1.27	20.13
High Impact Retail (Alcoholic Beverages, Banks, Grocery Store, Pharmacy & Drug Store, Sit-Down Restaurant)	per 1,000 Sq. Ft.	106.33	0.30	3.48	0.56	0.50	31.08	1.41	43.83
Convenience Retail (Convenience Store, Fast Food Restaurant, Gasoline Station)	per 1,000 Sq. Ft.	342.66	0.20	3.73	0.56	0.50	71.57	1.47	105.21
Non-Residential Uses Per Unit of Measure									
Auto / Boat / Car Wash (Automated, Cleaning, Dry, Detailing, Polishing, Self-Serve, Vacuum, Wash, Wax)	per Lane or Stall plus per five (5) Stations	321.08	0.10	3.68	0.56	0.50	33.08	1.24	41.02
Auto Charging or Fueling (Commercial Facility which requires Membership or Payment)	per Charging or Fueling Position	279.39	0.10	3.68	0.56	0.50	28.79	1.24	35.70
Auto or Boat Repair / Service (Brakes, Install, Maintenance, Major, Minor, Quick Lube, Repair, Tint, Tires)	per Bay or Stall	34.15	0.50	3.68	0.56	0.50	17.59	1.24	21.82
Bank or Financial Drive-Thru Lane or Free-Standing ATM	per Lane / ATM	137.06	0.30	3.68	0.56	0.50	42.37	1.24	52.54
Fast Food or Quick Service Restaurant Drive Thru	per Lane	507.99	0.10	3.78	0.56	0.50	53.77	1.76	94.63
Overnight Lodging (B&B, Condo Hotel, Hotel, Motel, Short-term Rental, Transient)	per Room	6.67	0.90	3.86	0.56	0.50	6.49	1.61	10.45
Retail Drive-Thru (Dry Cleaner, Dollar Store, Grocery Store, Pharmacy & Drug Store, Retail)	per Lane	125.26	0.30	3.48	0.56	0.50	36.62	1.27	46.50

APPENDIX O

2022 National Household Travel Survey Data: Trip Purpose

APPENDIX O: NATIONAL HOUSEHOLD TRAVEL SURVEY (NHTS) TRIP PURPOSE									
TRIP PURPOSE	PERSON TRIPS (PT)	PERSON TRIP FACTOR (PTf)	PERSON MILES OF TRAVEL (PMT)	PERSON MILES OF TRAVEL FACTOR (PMTf)	PERSON TRIP LENGTH (PTL)	VEHICLE TRIPS (VT)	VEHICLE MILES OF TRAVEL (VMT)	VEHICLE TRIP LENGTH (VTL)	VEHICLE OCCUPANCY (VO)
HOME	4,077,137,371	1.76	14,428,511,809	1.61	3.54	2,318,432,298	8,951,468,620	3.86	1.23
WORK	829,551,714	1.24	3,859,401,570	1.21	4.65	669,398,667	3,191,471,272	4.77	1.11
PERSONAL ERRANDS	1,018,647,973	1.45	3,218,551,536	1.24	3.16	703,125,550	2,590,454,329	3.68	1.57
COMMUNITY SERVING	252,365,235	2.34	820,564,285	1.44	3.25	107,818,479	570,008,450	5.29	1.57
BUY MEALS	958,185,039	1.72	3,710,458,427	1.76	3.87	558,210,377	2,110,268,492	3.78	1.69
BUY GOODS / ERRANDS	2,409,133,717	1.53	6,725,711,638	1.27	2.79	1,571,530,157	5,295,220,608	3.37	1.46
BUY GOODS / MEALS / ERRANDS	3,367,318,756	1.58	10,436,170,065	1.41	3.10	2,129,740,534	7,405,489,100	3.48	1.54
BUY MEALS / ERRANDS	1,976,833,012	1.57	6,929,009,963	1.47	3.51	1,261,335,927	4,700,722,820	3.73	1.63
EXERCISE / RECREATION / ENTERTAINMENT	1,113,681,408	4.12	3,226,235,756	2.87	2.90	270,338,373	1,124,323,313	4.16	2.13
HOME / FAMILY CARE	4,079,877,727	1.76	14,431,432,698	1.61	3.54	2,319,878,177	8,953,214,516	3.86	1.62
SCHOOL / COMMUNITY SERVICE / FAMILY CARE	913,659,810	1.93	3,473,235,486	1.58	3.80	473,267,051	2,197,012,109	4.64	1.86
MEDICAL / DENTAL / WORK	981,842,482	1.27	4,522,037,671	1.25	4.61	773,565,109	3,616,335,988	4.67	1.31

Source: 2022 National Household Travel Survey (NHTS). Summary of Trip Purpose for South Atlantic MSA/CMSA with more than 1 million population and heavy rail. Average of trips based on trip lengths of 10 Miles or Less.

APPENDIX P

Palm Beach County: Household Travel

APPENDIX P: PALM BEACH COUNTY HOUSEHOLD TRAVEL BY DISTANCE (2019 TO 2024)												
Date	Population Staying at Home	Population Not Staying at Home	Number of Trips	Number of Trips <1 Mile	Number of Trips 1-3 Miles	Number of Trips 3-5 Miles	Number of Trips 5-10 Miles	Number of Trips 10-25 Miles	Number of Trips Less than 3 Miles	Number of Trips Less than 5 Miles	Number of Trips Less than 10 Miles	Number of Trips Greater Than 25 Miles
2019	246,603	1,250,167	1,976,653,026	508,039,303	470,246,877	249,542,718	330,281,448	299,091,085	978,286,180	1,227,828,898	1,558,110,346	119,451,595
2020	354,155	1,142,615	1,632,223,205	447,783,662	417,138,910	206,849,557	248,266,992	209,015,689	864,922,572	1,071,772,129	1,320,039,121	103,168,395
2021	310,656	1,186,114	1,846,273,174	567,784,350	438,366,484	228,390,267	279,238,689	230,400,379	1,006,150,834	1,234,541,101	1,513,779,790	102,093,005
2022	300,016	1,196,754	1,926,996,168	566,356,409	435,443,043	245,758,922	309,206,851	254,808,118	1,001,799,452	1,247,558,374	1,556,765,225	115,422,825
2023	310,371	1,186,399	2,139,761,412	633,389,237	495,290,101	266,919,241	336,085,680	285,552,745	1,128,679,338	1,395,598,579	1,731,684,259	122,524,408
2024	297,979	1,198,791	341,330,555	104,792,245	76,970,176	41,058,056	52,414,142	46,679,986	181,762,421	222,820,477	275,234,619	19,415,950
Total			9,863,237,540	2,828,145,206	2,333,455,591	1,238,518,761	1,555,493,802	1,325,548,002	5,161,600,797	6,400,119,558	7,955,613,360	582,076,178
Percentage			100.00%	28.67%	23.66%	12.56%	15.77%	13.44%	52.33%	64.89%	80.66%	5.90%
Average			1,904,381,397	544,670,592	451,297,083	239,492,141	300,615,932	255,773,603	995,967,675	1,235,459,816	1,536,075,748	112,532,046
Percentage			100.00%	28.60%	23.70%	12.58%	15.79%	13.43%	52.30%	64.87%	80.66%	5.91%

Note: The total trips by distance, the percentage of total trips, the total trips and percentage less than 5 miles, less than 10 miles and more than twenty five miles was prepared by NUE Urban Concepts, LLC as of April 2024. The data for the years 2019 thru 2023 are total household trips for the entire year.

Source: U.S. Department of Transportation (DOT) Bureau of Transportation Statistics (BTS). Trips by Distance –Palm Beach County, FL (Federal Information Processing Standard (FIPS) Code 12099): The Trips by Distance data and number of people staying home and not staying home are estimated for the Bureau of Transportation Statistics by the Maryland Transportation Institute and Center for Advanced Transportation Technology Laboratory at the University of Maryland. The travel statistics are produced from an anonymized national panel of mobile device data from multiple sources. All data sources used in the creation of the metrics contain no personal information. Data analysis is conducted at the aggregate national, state, and county levels. Trips are defined as movements that include a stay of longer than 10 minutes at an anonymized location away from home. Home locations are imputed on a weekly basis. A movement with multiple stays of longer than 10 minutes before returning home is counted as multiple trips. Trips capture travel by all modes of transportation. including driving, rail, transit, and air. Website: https://data.bts.gov/Research-and-Statistics/Trips-by-Distance-County/p3sz-y9us/about_data

APPENDIX Q

Interstate 95 Ramp Volumes

APPENDIX Q: INTERSTATE 95 RAMP VOLUME							
INTERSTATE	FROM	TO	RAMP MOVEMENT		LENGTH	RAMP VOLUME	LINK VOLUME
			NB ON	SB OFF			
			16,500	16,500			
I-95	Lantana	Hypoluxo			1.04	33,000	34,320
			NB OFF	SB ON			
			12,500	13,000			
I-95	Hypoluxo	Gateway			1.52	50,000	76,000
			NB ON	SB OFF			
			11,000	13,500			
			NB OFF	SB ON			
			15,500	14,500			
I-95	Gateway	Boynton			1.51	65,250	98,528
			NB ON	SB OFF			
			15,750	19,500			
			NB OFF	SB ON			
			13,500	12,500			
I-95	Boynton	Woolbright			0.99	69,500	68,805
			NB ON	SB OFF			
			21,500	22,000			
					3.84	26,500	101,760
			NB OFF	SB ON			
I-95	Woolbright	Atlantic Ave	13,000	13,500			

Source: FDOT 2023 OnLine AADT. 2023 Total = 379,412; 2024 AADT = 387,380 (0.21 annual growth rate);
2024 I-95 VMT = 1,937,230 from Traffic Characteristics Report (Appendix D) 387,380 / 1,937,230 = 20% (Rounded)

APPENDIX R

Mobility Fee Schedule

APPENDIX R: BOYNTON BEACH MOBILITY FEE SCHEDULE				
USE CATEGORIES, USE CLASSIFICATIONS & REPRESENTATIVE USES	UNIT OF MEASURE (UOM)	MOBILITY FEE RATE PER USE (MFu)	UNIT OF MEASURE (UOM)	MOBILITY FEE RATE PER USE (MFu)
Residential Uses				
Single-Family Residential Dwelling (Detached, Duplex, Accessory Dwelling, Townhome, Townhouse, Tiny Home) [1]	per 1,000 Sq. Ft.	$2,806	per Sq. Ft.	$2.81
Multi-Family Residential Dwelling (Apartment, Condo, 3 or more Attached Dwellings, Dormitory) [2]	per 1,000 Sq. Ft.	$3,312	per Sq. Ft.	$3.31
Mobile Residence (Mobile Home (MH), Recreational Vehicle (RV), MH and / or RV Park) [3]	per space / lot	$3,059	per space / lot	$3,059
Institutional Uses				
Community Serving (Civic / Fraternal Club, Gallery, Museum, Performance Venues, Place of Assembly or Worship)	per 1,000 Sq. Ft.	$3,704	per Sq. Ft.	$3.70
Group Home (Assisted Living, Care or Recovery Homes, Congregate Living Facility, Nursing Home)	per 1,000 Sq. Ft.	$3,657	per Sq. Ft.	$3.66
Private Education (Afterschool, Family Day Care, K-12, Pre-K, Trade School, Tutor)	per 1,000 Sq. Ft.	$7,928	per Sq. Ft.	$7.93
Commercial Recreational Uses [4]				
Marina (wet berths, dry slips, ancillary repair, yacht club)	per Berth	$3,168	per Berth	$3,168
Entertainment, Outdoor (Amusement, Golf, Multi-Purpose, Recreation, Sports, Tennis)	per Acre	$28,850	per Acre	$28,850
Entertainment, Indoor (Amusement Arcade, Exercise Studio, Fitness, Gym, Health, Indoor Sports, Recreation)	per 1,000 Sq. Ft.	$16,342	per Sq. Ft.	$16.34
Industrial Uses				
Industrial (Assembly, Brewery, Development and Testing, Distribution and Processing, Microbrewing, Trades, Utilities)	per 1,000 Sq. Ft.	$2,949	per Sq. Ft.	$2.95
Commercial Storage (Boat / Vehicle, Junk /Salvage Yard, Recycling / Waste Management, Open, Self-Service, Warehouse) [5]	per 1,000 Sq. Ft.	$1,176	per Sq. Ft.	$1.18
Office Uses				
Office (Administrative, Business, Hospital, Post Secondary Education, Professional, Real Estate)	per 1,000 Sq. Ft.	$5,888	per Sq. Ft.	$5.89
Medical or Dental Office (Clinic, Dental, Health Service, Laboratory, Professional Care, Emergency Care, Rehab, Veterinary)	per 1,000 Sq. Ft.	$14,777	per Sq. Ft.	$14.78
Retail Uses				
Retail (Auto / Boat Rental or Sales, New or Used Merchandise, Personal or Pet Care, Sales, Services, Stores) [6]	per 1,000 Sq. Ft.	$7,918	per Sq. Ft.	$7.92
High Impact Retail (Alcoholic Beverages, Banks, Grocery Store, Pharmacy & Drug Store, Sit-Down Restaurant) [7]	per 1,000 Sq. Ft.	$17,236	per Sq. Ft.	$17.24
Convenience Retail (Convenience Store, Fast Food Restaurant, Gasoline Station) [7]	per 1,000 Sq. Ft.	$41,379	per Sq. Ft.	$41.38

APPENDIX R: BOYNTON BEACH MOBILITY FEE SCHEDULE				
USE CATEGORIES, USE CLASSIFICATIONS & REPRESENTATIVE USES	UNIT OF MEASURE (UOM)	MOBILITY FEE RATE PER USE (MFu)	UNIT OF MEASURE (UOM)	MOBILITY FEE RATE PER USE (MFu)
Non-Residential Uses Per Unit of Measure [8]				
Auto / Boat / Car Wash (Automated, Cleaning, Dry, Detailing, Polishing, Self-Serve, Vacuum, Wash, Wax) [9]	per Lane or Stall plus per five (5) Stations	$16,134	per Lane or Stall plus per five (5) Stations	$16,134
Auto Charging or Fueling (Commercial Facility which requires Membership or Payment) [10]	per Charging or Fueling Position	$14,039	per Charging or Fueling Position	$14,039
Auto or Boat Repair / Service (Brakes, Install, Maintenance, Major, Minor, Quick Lube, Repair, Tint, Tires) [11]	per Bay or Stall	$8,580	per Bay or Stall	$8,580
Bank or Financial Drive-Thru Lane or Free-Standing ATM [12]	per Lane / ATM	$20,661	per Lane / ATM	$20,661
Fast Food or Quick Service Restaurant Drive Thru [13]	per Lane	$37,215	per Lane	$37,215
Overnight Lodging (B&B, Condo Hotel, Hotel, Motel, Short-term Rental, Transient) [3]	per Room	$4,108	per Room	$4,108
Retail Drive-Thru (Dry Cleaner, Dollar Store, Grocery Store, Pharmacy & Drug Store, Retail) [14]	per Lane	$18,288	per Lane	$18,288

BOYNTON BEACH MOBILITY FEE SCHEDULE FOOTNOTES

[1] Single-Family Residential Square Feet is the sum of the area (in square feet) of each dwelling unit measured from the exterior surface of the exterior walls.

[2] Multi-Family Residential Square Feet is the sum of the area (in square feet) of each building measured from the exterior surface of the exterior walls. This includes common areas, lobbies, leasing offices, and residential amenities not accessible to the public. Retail or office square footage leased to a third-party would pay the applicable mobility fee rate. Square footage does not include parking garages or structures.

[3] Any retail, office, or non-residential square footage that is leased to a third-party use to provides drinks, food, goods, or services to the public shall be required to pay the applicable mobility fee per the individual uses identified in the mobility fee schedule.

[4] For Commercial Recreational Uses that feature both indoor facilities and outdoor recreation, the indoor shall be based on the indoor mobility fee rate, the outdoor shall be made on the outdoor rate, any other uses shall pay the applicable mobility fee for the land use.

[5] Acreage for any unenclosed material and vehicle storage, including but not limited to boats, commercial vehicles, recreational vehicles (RV), and trailers, sales and display shall be converted to square footage. See Commercial Storage definition for further detail.

[6] Retail includes all uses that do not fall under High Impact or Convenience Retail and generate less than 75 daily trips per 1,000 sq. ft. per the latest ITE Generation Manual or alternative study.

[7] High Impact Retail includes banks, pharmacies, sit down restaurants (non fast food), grocery stores, supermarkets, beer, liquor, package, wine and spirits stores, bars, nightclubs, lounges. These uses generate between 75 and 250 daily trips per 1,000 sq. ft. per the latest ITE Generation Manual or alternative study. Convenience Retail includes convenience stores, gas stations, service stations, coffee, donut, sandwich, food and beverage that would be considered fast food or quick service restaurants. These uses generate between more than 250 daily trips per 1,000 sq. ft. per the latest ITE Generation Manual or alternative study.

[8] Non-residential uses are assessed applicable mobility fees per unit of measure in addition to the mobility fee assessed with the square footage of the building.

[9] Auto / Boat / Car Wash shall mean any car wash, wax, or detail where a third party or automatic system performs the cleaning service. Mobility Fee are assessed per bay or stall, plus per five (5) finishing stations. See definition for further detail. The applicable mobility fee rate would also be assessed for any additional building square footage under retail uses.

[10] Auto Charging or Fueling per position apply to a convenience store, gas station, general store, grocery store, supermarket, superstore, variety store, wholesale club or service stations with charging stations or fuel pumps. In addition, there shall be a separate mobility fee for the square footage of any retail building per the applicable mobility fee rate under retail uses. The number of charging or fueling positions is based on the maximum number of vehicles that could be charged or fueled at one time. Non-commercial vehicle charging stations associated with residential or non-residential uses that are required by the City or are provided by the owner as an amenity and not a commercial purpose shall not be assessed a mobility fee.

[11] Auto or Boat Repair / Service includes maintenance, repair, and servicing of motor vehicles. Mobility Fee are assessed per bay or stall, plus a retail rate associated with any additional building sq. ft. under retail uses for waiting areas, parts, and sales.

[12] Banks shall pay the High Impact Retail rate for the square footage of the building under the retail use category. Drive-thru lanes, Free Standing ATM's and Drive-thru lanes with ATM's are assessed a separate fee per lane or per ATM and are added to any mobility fee associated with a bank building. The free-standing ATM is for an ATM only and not an ATM within or part of another non-financial building, such as an ATM within a grocery store.

[13] Any drive-thru associated with a fast food restaurant will be an additive fee in addition to the applicable Convenience Retail mobility fee per square foot of the building. The number of drive-thru lanes will be based on the number of lanes present when an individual places an order or picks up an order, whichever is greater.

[14] Any drive-thru associated with a Retail or High Impact retail use will be assessed an additive mobility fee in addition to the applicable retail use mobility fee rate per square foot of the building. The number of drive-thru lanes shall be based on the total number of lanes available for either pick-up, drop-off, or placement of an order for goods or services.

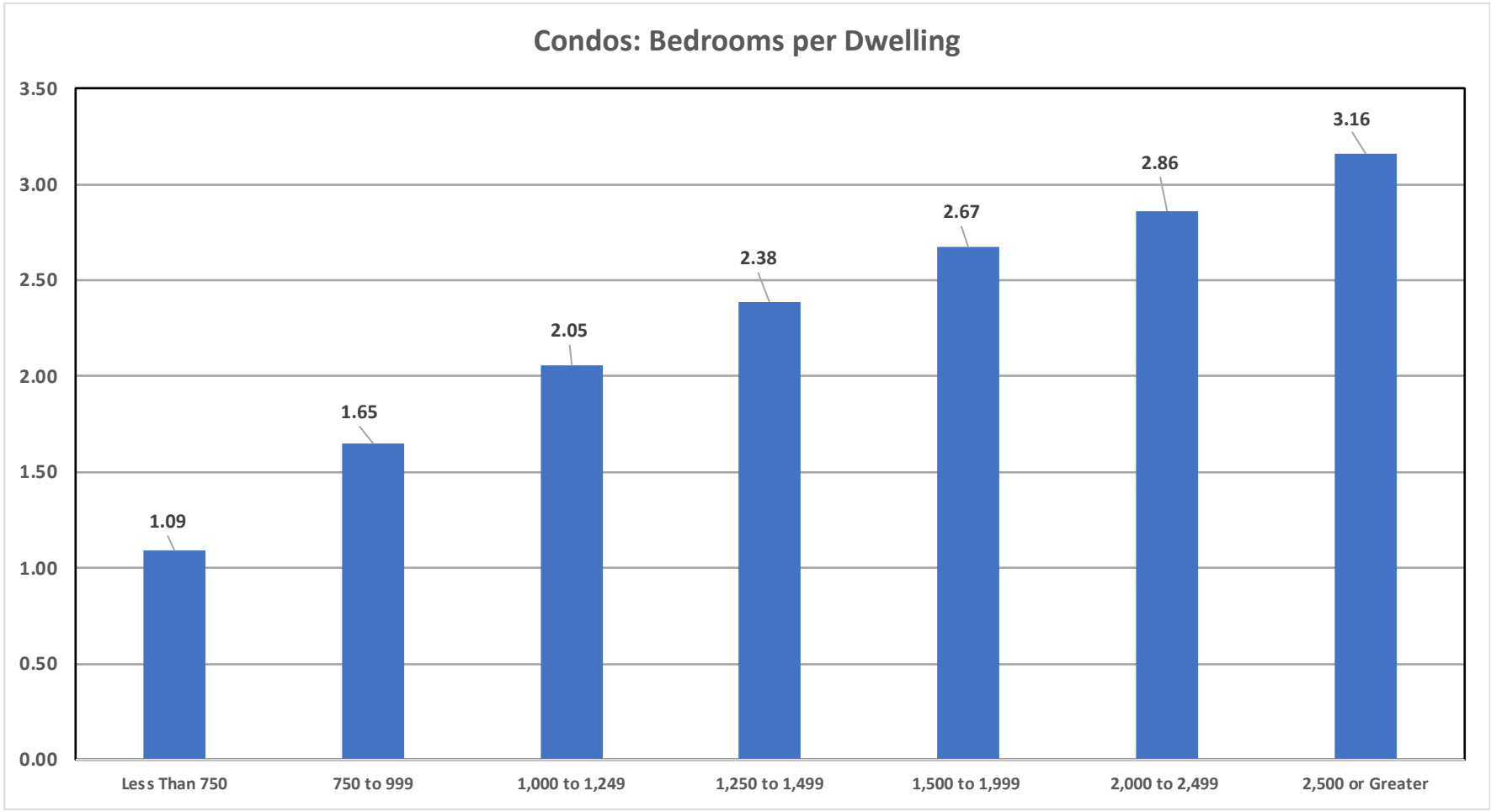
APPENDIX S

Residential Square Footage & Bedrooms

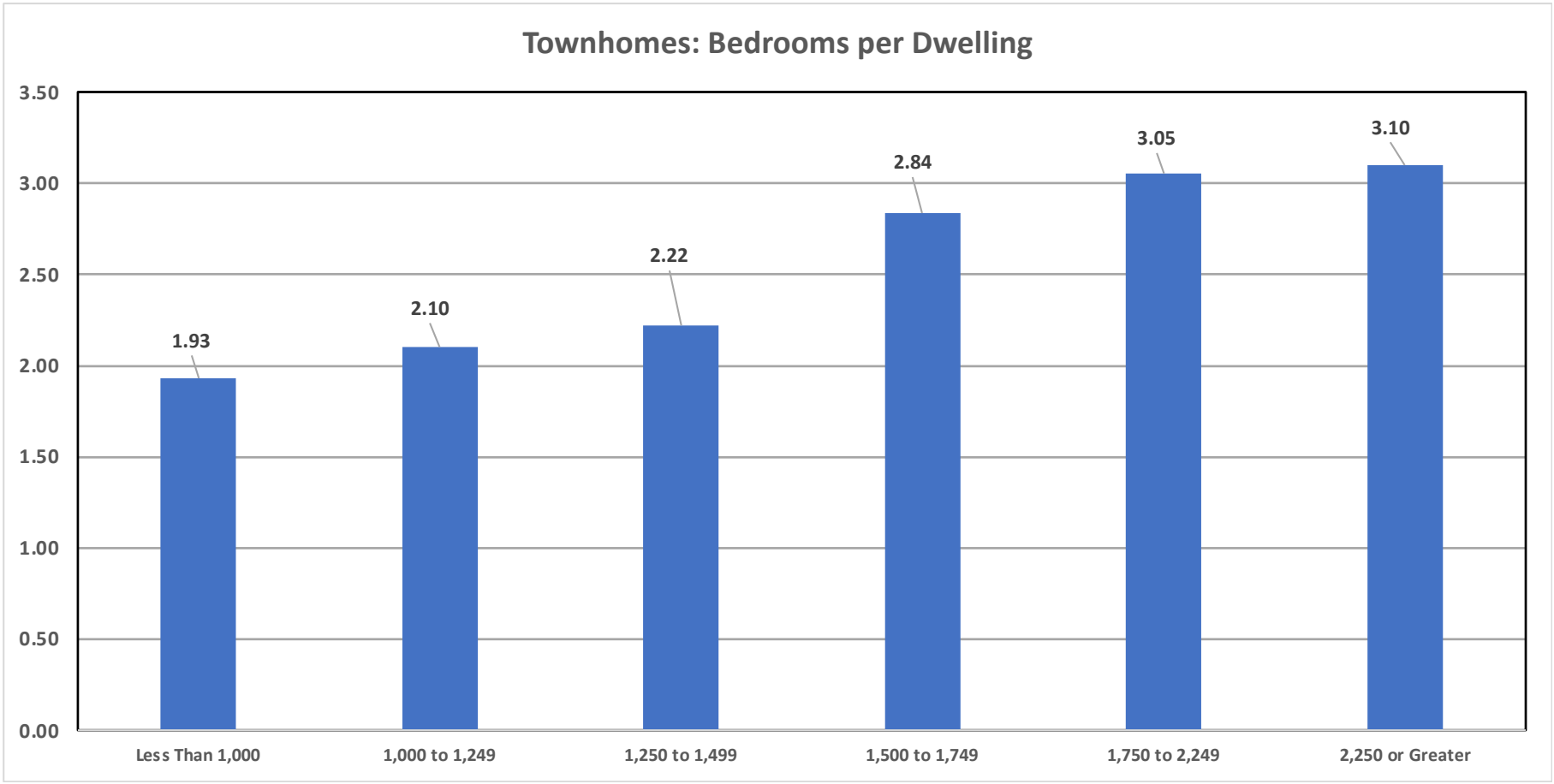
CITY OF BOYNTON BEACH: SINGLE-FAMILY DETACHED			
HABITABLE SQUARE FOOTAGE TIERS	NUMBER OF DWELLINGS	NUMBER OF BEDROOMS	BEDROOMS PER DWELLING
Less Than 750	193	378	1.96
750 to 999	1,094	2,543	2.32
1,000 to 1,249	2,546	6,559	2.58
1,250 to 1,499	4,115	10,943	2.66
1,500 to 1,999	3,749	11,203	2.99
2,000 to 2,499	1,249	4,378	3.51
2,500 to 3,499	677	2,718	4.01
3,500 or Greater	99	412	4.16
Total	13,722	39,134	2.85
Source: Palm Beach County Property Appraiser, 2024.			


Single-Family Detached: Bedrooms per Dwelling
4.50
4.00
3.50
3.00
2.50
2.00
1.50
1.00
0.50
0.00
1.96
2.32
2.58
2.66
2.99
3.51
4.01
4.16
Less Than 750
750 to 999
1,000 to 1,249
1,250 to 1,499
1,500 to 1,999
2,000 to 2,499
2,500 to 3,499
3,500 or Greater

CITY OF BOYNTON BEACH: CONDOS			
HABITABLE SQUARE FOOTAGE TIERS	NUMBER OF DWELLINGS	NUMBER OF BEDROOMS	BEDROOMS PER DWELLING
Less Than 750	1,917	2,090	1.09
750 to 999	4,528	7,457	1.65
1,000 to 1,249	2,744	5,636	2.05
1,250 to 1,499	973	2,320	2.38
1,500 to 1,999	1,035	2,767	2.67
2,000 to 2,499	524	1,499	2.86
2,500 or Greater	133	420	3.16
Total	11,854	22,189	1.87
Source: Palm Beach County Property Appraiser, 2024.			


Condos: Bedrooms per Dwelling
3.50
3.00
2.50
2.00
1.50
1.00
0.50
0.00
1.09
1.65
2.05
2.38
2.67
2.86
3.16
Less Than 750
750 to 999
1,000 to 1,249
1,250 to 1,499
1,500 to 1,999
2,000 to 2,499
2,500 or Greater

CITY OF BOYNTON BEACH: TOWNHOMES			
HABITABLE SQUARE FOOTAGE TIERS	NUMBER OF DWELLINGS	NUMBER OF BEDROOMS	BEDROOMS PER DWELLING
Less Than 1,000	30	58	1.93
1,000 to 1,249	670	1,410	2.10
1,250 to 1,499	1,283	2,849	2.22
1,500 to 1,749	1,210	3,435	2.84
1,750 to 2,249	826	2,521	3.05
2,250 or Greater	167	518	3.10
Total	4,186	10,791	2.58
Source: Palm Beach County Property Appraiser, 2024.			


Townhomes: Bedrooms per Dwelling
3.50
3.00
2.50
2.00
1.50
1.00
0.50
0.00
1.93
2.10
2.22
2.84
3.05
3.10
Less Than 1,000
1,000 to 1,249
1,250 to 1,499
1,500 to 1,749
1,750 to 2,249
2,250 or Greater

APPENDIX T

Bedrooms & Household Vehicles

APPENDIX T: BOYNTON BEACH VEHICLE AVAILABILITY & BEDROOMS BY TENURE					
VEHICLE AVAILABILITY BY HOUSEHOLD			**NUMBER OF BEDROOMS BY HOUSEHOLD**		
Owner occupied:	**23,690**	**Number of Bedrooms**	**Owner occupied:**	**23,690**	**Vehicles Available**
No vehicle available	748	0	No bedroom	265	0
1 vehicle available	12,437	1 & 2	1 bedroom	1,209	0 & 1
2 vehicles available	7,971	3	2 bedrooms	11,001	1
3 vehicles available	1,737	4	3 bedrooms	8,434	2
4 vehicles available	510	4	4 bedrooms	2,608	3 & 4
5 or more vehicles available	287	5 or More	5 or more bedrooms	173	5 or More
Renter occupied:	**11,608**	**Number of Bedrooms**	**Renter occupied:**	**11,608**	**Vehicles Available**
No vehicle available	1,064	0	No bedroom	636	0
1 vehicle available	6,587	1 & 2	1 bedroom	3,339	1
2 vehicles available	2,559	3	2 bedrooms	4,701	1 & 2
3 vehicles available	683	3 & 4	3 bedrooms	2,298	2 & 3
4 vehicles available	290	4	4 bedrooms	209	4
5 or more vehicles available	425	5	5 or more bedrooms	425	5

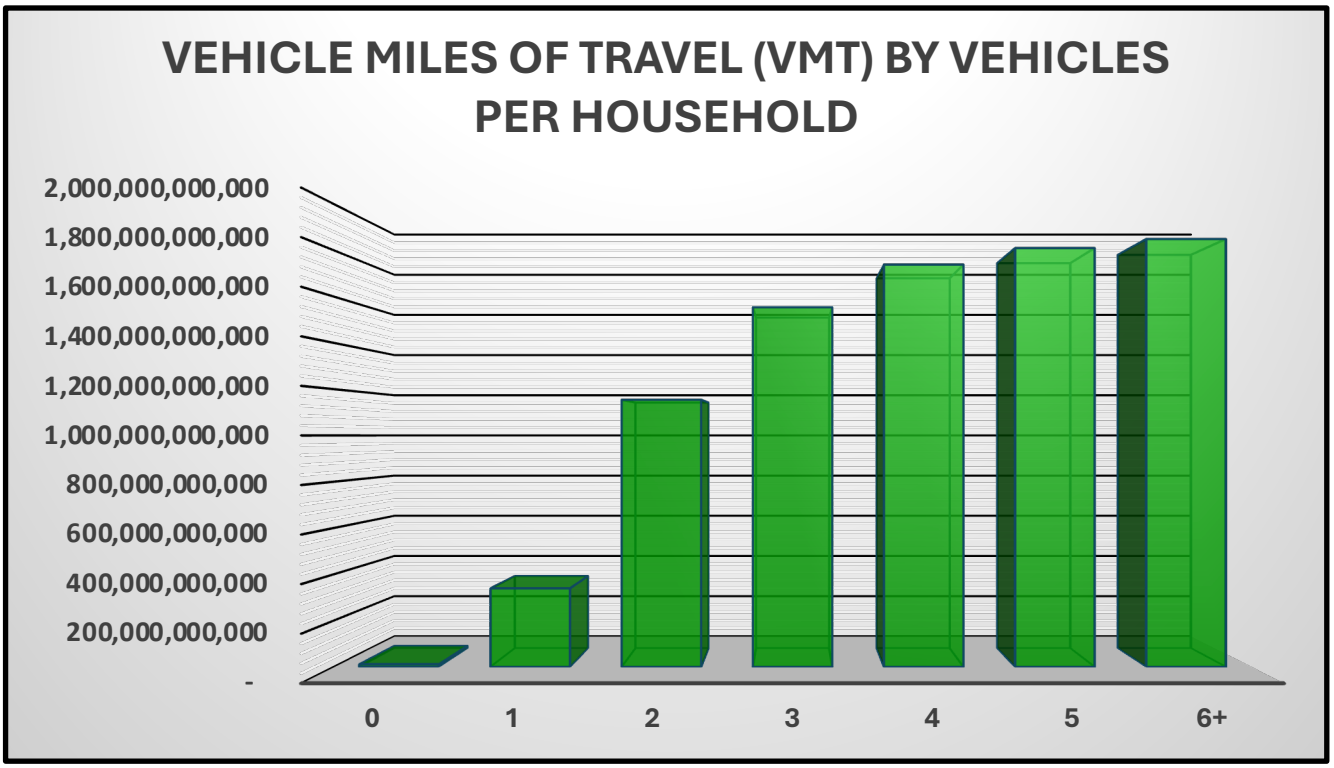
American Community Survey (2022) U.S. Census Bureau. Tenure by Vehicles Available (Table ID B25044; Dataset ACSDT1Y2022) Tenure by Bedrooms (Table ID: B25042, Dataset ACSDT1Y2022)

APPENDIX U

2022 National Household Travel Survey: Household Vehicles

APPENDIX W: VEHICLE TRAVEL BY VEHICLES PER HOUSEHOLD				
VEHICLES PER HOUSEHOLD	VEHICLE MILES OF TRAVEL (VMT)	NUMBER OF VEHICLES	VEHICLE MILES OF TRAVEL (VMT) BY VEHICLE	VEHICLE TRIPS
0	11,372,173,826	10,712,489	1,062	1,218,005,495
1	339,528,289,749	52,983,526	6,408	37,848,465,640
2	1,153,966,493,312	101,330,783	11,388	107,495,730,889
3	1,553,440,953,418	118,190,063	13,144	139,181,106,950
4	1,737,878,563,271	124,442,056	13,965	154,665,877,904
5	1,809,057,731,375	126,252,817	14,329	158,697,931,515
6+	1,848,031,458,832	127,544,707	14,489	160,953,195,395

Source: 2022 National Household Travel Survey (NHTS)



APPENDIX V

Downtown Development Inventory
(Recently Built & Under Review)

APPENDIX V: Downtown Development Inventory (Recently Built & Under Review)									
Approved Site Plans	**Condo**	**Studio**	**JR 1BR, 1 BR & 1BR+Den**	**2 BR**	**3 BR**	**Live Work**	**Loft 1 bed**	**Loft 2 bed**	**Total Units**
Broadstone Boynton Beach: 566 parking spaces		**29**	**120**	**103**	**22**				**274**
Ocean One: 633 parking spaces		**42**	**238**	**91**					**371**
The Pierce: 587 parking spaces			**201**	**85**	**14**				**300**
Town Square North: 1,052 parking spaces		**35**	**164**	**177**	**57**				**433**
Town Square South: 1,024 parking spaces		**43**	**187**	**191**	**44**				**465**
Villages at East Ocean North: 672 parking spaces			**119**	**202**	**10**	**2**	**3**		**336**
Villages at East Ocean South: 87 parking spaces		**9**	**2**	**8**	**5**	**4**	**3**	**4**	**35**
Total		**158**	**1,031**	**857**	**152**	**6**	**6**	**4**	**2,214**
Built Projects	**Condo**	**Studio**	**JR 1BR, 1 BR & 1BR+Den**	**2 BR**	**3 BR**	**Live Work**	**Loft 1 bed**	**Loft 2 bed**	**Total Units**
Casa Costa: 750 parking spaces	**16**		**82**	**170**	**50**				**318**
Marina Village: 777 parking spaces			**80**	**183**	**86**				**349**
500 Ocean – 717 parking spaces			**156**	**162**	**23**				**341**
Total	**16**		**318**	**515**	**159**				**1,008**
Source: Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.									

APPENDIX W

Downtown Development Parking Inventory (Recently Built & Under Review)

APPENDIX W: DOWNTOWN DEVELOPMENT PARKING SUMMARY				
	STANDARD	**ADA**	**OTHER**	**TOTAL**
REQUIRED PARKING				**6,936**
PARKING PROVIDED	**6,121**	**115**	**653**	**6,889**
CITY LEASED	**473**			
		Compact (Other)	**198**	**included in 653 total**
		Tandem (Other)	**134**	**included in 653 total**
		Parallel (Other)	**162**	**included in 653 total**
		Other	**159**	**included in 653 total**
Notes	City Leased is included in Standard Parking, they are not in addittion to the Standard Parking Provided			
	ADA = HCP & ADA			
	Other = Parallel, On-Street, Off-Site, Motor Cycle, Compact, EV, Loading, Tandem			

APPENDIX W: Downtown Development Parking Inventory (Recently Built & Under Review)					
Approved Site Plans	**SUMMARY SITE PARKING DATA**				
Broadstone Boynton Beach: 566 parking spaces	**Parking Space Required**	**Standard**	**Non Standard**	**HCP***	**Total**
	Residental	440		9	449
	Non-Residental	61		2	63
Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.	City leased				
	Off site	19		1	20
	Total Parking Space Required				**532**
	Parking Space Provided	**Standard**	**Non Standard**	**HCP***	**Total**
Non-standard spaces include 20 for electric vehicle (EV) charging. 2 of the Handicap spaces are also EV charging. Off-site spaces are on-street parking.	Residental	524	20	13	557
	Non-Residental				
	City leased				
	Off site		9		9
* HCP = ADA Required Handicap Parking	**Total Parking Space Provided**				**566**
Ocean One: 633 parking spaces	**Parking Space Required**	**Standard**	**Non Standard**	**HCP***	**Total**
	Residental	579			579
	Non-Residental	128			128
Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.	City leased				
	Off site				
	Total Parking Space Required				**707**
	Parking Space Provided	**Standard**	**Non Standard**	**HCP***	**Total**
Break down of type of parking spaces to be provided not included on the site plan.	Residental				
	Non-Residental				
	City leased				
	Off site				
* HCP = ADA Required Handicap Parking	**Total Parking Space Provided**				**633**

APPENDIX W: Downtown Development Parking Inventory (Recently Built & Under Review)					
The Pierce: 587 parking spaces	**Parking Space Required**	**Standard**	**Non Standard**	**HCP***	**Total**
Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.	Residental	551		10	561
	Non-Residental	77		9	86
	City leased				
	Off site				
	Total Parking Space Required				**647**
	Parking Space Provided	**Standard**	**Non Standard**	**HCP***	
Non-standard spaces include 9 for motorcycles. Off-site spaces are on-street parking.	Residental	551	9	14	**574**
	Non-Residental				
	City leased				
	Off site		13		13
* HCP = ADA Required Handicap Parking	**Total Parking Space Provided**				**587**
Town Square North: 1,052 parking spaces	**Parking Space Required**	**Standard**	**Non Standard**	**HCP***	**Total**
Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.	Residental				718
	Non-Residental				85
	City leased				249
	Off site				
	Total Parking Space Required				**1052**
	Parking Space Provided	**Standard**	**Non Standard**	**HCP***	**Total**
Non-standard spaces include 120 compact spaces, 26 for EV charging, and 30 for motorcycles. Off-site spaces are on-street parking.	Residental	871	158	20	**1049**
	Non-Residental				
	City leased				
	Off site		3		3
* HCP = ADA Required Handicap Parking	**Total Parking Space Provided**				**1052**

APPENDIX W: Downtown Development Parking Inventory (Recently Built & Under Review)					
Town Square South: 1,024 parking spaces	**Parking Space Required**	**Standard**	**Non Standard**	**HCP***	**Total**
Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.	Residental				766
	Non-Residental				34
	City leased				224
	Off site				
	Total Parking Space Required				**1024**
	Parking Space Provided	**Standard**	**Non Standard**	**HCP***	**Total**
Non-standard spaces include 96 compact spaces, 26 for EV charging, and 30 for motorcycles. Off-site spaces (19) are on-street parking.	Residental	833	152	20	1005
	Non-Residental				
	City leased				
	Off site		19		19
* HCP = ADA Required Handicap Parking	**Total Parking Space Provided**				**1024**
Villages at East Ocean North: 672 parking spaces	**Parking Space Required**	**Standard**	**Non Standard**	**HCP***	**Total**
Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.	Residental	557		12	569
	Non-Residental	54		1	55
	City leased				
	Off site				
	Total Parking Space Required				**624**
	Parking Space Provided	**Standard**	**Non Standard**	**HCP***	**Total**
	Residental	657		13	670
	Non-Residental				
	City leased				
	Off site		2		2
* HCP = ADA Required Handicap Parking	**Total Parking Space Provided**				**672**

APPENDIX W: Downtown Development Parking Inventory (Recently Built & Under Review)					
Villages at East Ocean South: 87 parking spaces	**Parking Space Required**	**Standard**	**Non Standard**	**HCP***	**Total**
Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.	Residental				69
	Non-Residental				18
	City leased				
	Off site				
	Total Parking Space Required				**87**
	Parking Space Provided	**Standard**	**Non Standard**	**HCP***	**Total**
Off-site spaces (21) are on-street parking.	Residental	64		2	66
	Non-Residental				
	City leased				
	Off site		21		21
* HCP = ADA Required Handicap Parking	**Total Parking Space Provided**				**87**
Built Projects	**SUMMARY SITE PARKING DATA**				
Casa Costa: 750 parking spaces	**Parking Space Required**	**Standard**	**Non Standard**	**HCP***	**Total**
Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.	Residental				595
	Non-Residental				196
	City leased				
	Off site				
	Total Parking Space Required				**791**
	Parking Space Provided	**Standard**	**Non Standard**	**HCP***	**Total**
Non-Standard spaces (134) are tandem parking.	Residental	601	134	15	750
	Non-Residental				
	City leased				
	Off site				
* HCP = ADA Required Handicap Parking	**Total Parking Space Provided**				**750**

APPENDIX W: Downtown Development Parking Inventory (Recently Built & Under Review)					
Marina Village: 777 parking spaces	**Parking Space Required**	**Standard**	**Non Standard**	**HCP***	**Total**
Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.	Residental				658
	Non-Residental				182
	City leased				
	Off site				
	Total Parking Space Required				**840**
	Parking Space Provided				**Total**
Non-Standard spaces (22) are parking within townhome garages. Off-site spaces (119) on-street parallel parking.	Residental	636	22		658
	Non-Residental				
	City leased				
	Off site		119		119
* HCP = ADA Required Handicap Parking	**Total Parking Space Provided**				**777**
500 Ocean – 717 parking spaces	**Parking Space Required**	**Standard**	**Non Standard**	**HCP***	**Total**
Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.	Residental				566
	Non-Residental				100
	City leased				
	Off site				
	Total Parking Space Required				**666**
	Parking Space Provided	**Standard**	**Non Standard**	**HCP***	**Total**
Off-site spaces (14) are on-street parking.	Residental	685		18	703
	Non-Residental				
	City leased				
	Off site		14		14
* HCP = ADA Required Handicap Parking	**Total Parking Space Provided**				**717**

APPENDIX X

Origin & Destination Evaluation

APPENDIX X: O&D EVALUATION (2045 AM & PM PEAK FLOWS)

Origin/Destination	AM Trips	AM Trip Percentage	PM Trips	PM Trip Percentage
Boynton Beach Mobility Study Area (6 Districts) & Palm Beach County Road Impact Fee (RIF) Zone 1				
From Mobility Study Area to RIF 1	1,218	55.6%	1,791	48.8%
From RIF 1 to Mobility Study Area	973	44.4%	1,885	51.3%
Total	2,191	100%	3,676	100%
Boynton Beach Mobility Study Area (6 Districts) & Palm Beach County Road Impact Fee (RIF) Zone 2				
From Mobility Study Area to RIF 2	4,590	50.5%	9,133	49.4%
From RIF 2 to Mobility Study Area	4,504	49.5%	9,343	50.6%
Total	9,094	100%	18,476	100%
Boynton Beach Mobility Study Area (6 Districts) & Palm Beach County Road Impact Fee (RIF) Zone 3				
From Mobility Study Area to RIF 1	866	38.7%	2,092	56.9%
From RIF 1 to Mobility Study Area	1,374	61.3%	1,582	43.1%
Total	2,239	100%	3,675	100%
Boynton Beach Mobility Study Area (6 Districts) & Palm Beach County Road Impact Fee (RIF) Zone 4				
From Mobility Study Area to RIF 1	6,916	41.7%	20,136	55.3%
From RIF 1 to Mobility Study Area	9,652	58.3%	16,288	44.7%
Total	16,568	100%	36,424	100%
Boynton Beach Mobility Study Area (6 Districts) & Palm Beach County Road Impact Fee (RIF) Zone 5				
From Mobility Study Area to RIF 1	6,923	45.9%	17,211	52.3%
From RIF 1 to Mobility Study Area	8,163	54.1%	15,717	47.7%
Total	15,086	100%	32,927	100%
Boynton Beach Mobility Study Area (6 Districts) & Road Impact Fee Zones 1-5 (ALL RIF ZONES)				
From Mobility Study Area to RIF 1-5	20,513	45.4%	50,364	52.9%
RIF 1-5 to Mobility Study Area	24,666	54.6%	44,815	47.1%
Total	45,178	100%	95,179	100%
Mobility Study Area (6 Districts) (6 Districts)				
Mobility Study Area External Trips	20,513	24.2%	44,815	22.3%
All Travel in Mobility Study Area (6 Districts)	64,313	75.8%	155,987	77.7%
Total	84,826	100%	200,802	100%

Source: Southeast Florida Regional Planning Model (SEFRPM 8.541)

APPENDIX Y

Comparison of Mobility Fees with County Road Impact Fees

APPENDIX Y: COMPARISON WITH COUNTY FEES						
USE CATEGORIES, USE CLASSIFICATIONS & REPRESENTATIVE USES. NOTE: CITY & COUNTY LAND USES DIFFER. THIS ANALYSIS REFLECTS THE CLOSEST COMPARABLE LAND USES. THE CITY DATA IS BASED ON 2024 CONDITIONS. THE COUNTY STUDY WAS CONDUCTED IN 2022. THE CITY MOBILITY FEE METHODOLOGY DIFFERS FROM THE COUNTY ROAD IMPACT FEE METHODOLOGY.	UNIT OF MEASURE (UOM)	PERSON TRAVEL DEMAND (PTDu)	MOBILITY FEE RATE PER USE (MFu)	COUNTY ROAD IMPACT FEE	DIFFERENCE CITY VS COUNTY	NOTE: FOR SPECIFIC COUNTY RATES, SEE PALM BEACH COUNTY ROAD IMPACT FEE SCHEDULE.
Residential Uses						
Single-Family Residential Dwelling (Detached, Duplex, Accessory Dwelling, Townhome, Townhouse, Tiny Home)	per 1,000 Sq. Ft.	7.13	$2,806	$5,597	Lower	City per sq. ft., (2K house $5,612) - County per dwelling
Multi-Family Residential Dwelling (Apartment, Condo, 3 or more Attached Dwellings, Dormitory)	per 1,000 Sq. Ft.	8.42	$3,312	$3,788	Lower	City per sq. ft. (total building), County per dwelling
Mobile Residence (Mobile Home (MH), Recreational Vehicle (RV), MH and / or RV Park)	per space / lot	7.78	$3,059	$2,076	Higher	
Institutional Uses						
Community Serving (Civic / Fraternal Club, Gallery, Museum, Performance Venues, Place of Assembly or Worship)	per 1,000 Sq. Ft.	9.42	$3,704	$2,898	Higher	
Group Home (Assisted Living, Care or Recovery Homes, Congregate Living Facility, Nursing Home)	per 1,000 Sq. Ft.	9.30	$3,657	$2,949	Higher	City per sq. ft., County per bed (assume 4 beds)
Private Education (Afterschool, Family Day Care, K-12, Pre-K, Trade School, Tutor)	per 1,000 Sq. Ft.	20.16	$7,928	$7,787	Lower	Based on County Day Care, Higher than Private Ed (K-12)
Commercial Recreational Uses						
Marina (wet berths, dry slips, ancillary repair, yacht club)	per Berth	8.06	$3,168	--	N/A	County does not list
Entertainment, Outdoor (Amusement, Golf, Multi-Purpose, Recreation, Sports, Tennis)	per Acre	73.36	$28,850	$26,611	Higher	County based on 2 tennis courts (~1 acre)
Entertainment, Indoor (Amusement Arcade, Exercise Studio, Fitness, Gym, Health, Indoor Sports, Recreation)	per 1,000 Sq. Ft.	41.55	$16,342	$14,426	Higher	
Industrial Uses						
Industrial (Assembly, Brewery, Development and Testing, Distribution and Processing, Microbrewing, Trades, Utilities)	per 1,000 Sq. Ft.	7.50	$2,949	$2,170	Higher	
Commercial Storage (Boat / Vehicle, Junk /Salvage Yard, Recycling / Waste Management, Open, Self-Service, Warehouse)	per 1,000 Sq. Ft.	2.99	$1,176	$873	Higher	
Office Uses						
Office (Administrative, Business, Hospital, Post Secondary Education, Professional, Real Estate)	per 1,000 Sq. Ft.	14.97	$5,888	$4,871	Higher	
Medical or Dental Office (Clinic, Dental, Health Service, Laboratory, Professional Care, Emergency Care, Rehab, Veterinary)	per 1,000 Sq. Ft.	37.57	$14,777	$11,245	Higher	
Retail Uses						
Retail (Auto / Boat Rental or Sales, New or Used Merchandise, Personal or Pet Care, Sales, Services, Stores)	per 1,000 Sq. Ft.	20.13	$7,918	$6,758	Higher	County average of three retail fees
High Impact Retail (Alcoholic Beverages, Banks, Grocery Store, Pharmacy & Drug Store, Sit-Down Restaurant)	per 1,000 Sq. Ft.	43.83	$17,236	$14,507	Higher	County average of five retail fees
Convenience Retail (Convenience Store, Fast Food Restaurant, Gasoline Station)	per 1,000 Sq. Ft.	105.21	$41,379	$46,042	Lower	County average of two fees, City has additive fees
Non-Residential Uses Per Unit of Measure						
Auto / Boat / Car Wash (Automated, Cleaning, Dry, Detailing, Polishing, Self-Serve, Vacuum, Wash, Wax)	per Lane or Stall plus per five (5) Stations	41.02	$16,134	$6,913	Higher	
Auto Charging or Fueling (Commercial Facility which requires Membership or Payment)	per Charging or Fueling Position	35.70	$14,039	$8,436	Higher	County average of three fees, note City convenience is lower, which is part of difference
Auto or Boat Repair / Service (Brakes, Install, Maintenance, Major, Minor, Quick Lube, Repair, Tint, Tires)	per Bay or Stall	21.82	$8,580	$6,917	Higher	
Bank or Financial Drive-Thru Lane or Free-Standing ATM	per Lane / ATM	52.54	$20,661	--	N/A	County does not list
Fast Food or Quick Service Restaurant Drive Thru	per Lane	94.63	$37,215	--	N/A	County does not list
Overnight Lodging (B&B, Condo Hotel, Hotel, Motel, Short-term Rental, Transient)	per Room	10.45	$4,108	$2,498	Higher	
Retail Drive-Thru (Dry Cleaner, Dollar Store, Grocery Store, Pharmacy & Drug Store, Retail)	per Lane	46.50	$18,288	--	N/A	County does not list

APPENDIX Z

Multimodal Characteristics Inventory

APPENDIX Z: BOYNTON BEACH MULTIMODAL CHARACTERISTICS INVENTORY

Limits, Classification, & Ownership					Charateristics		Median		Multimodal Off-Street (North or East)					Multimodal Off-Street (South or West)					Multimodal On-Street					Transit			
Street Name	From Street	To Street	Functional Classification	Maintaining Entity	Speed Limit	Length (Miles)	Type	Width (feet)	Facility Type	% Coverage	Width (feet)	Buffer Width (feet)	Physical Barrier	Facility Type	% Coverage	Width (feet)	Buffer Width (feet)	Physical Barrier	Facility Type	% Coverage	Width (feet)	Type of Separation	Both Sides of ROW (Yes or No)	Type	Type of Stops	Frequency of Service (Minutes)	Span of Service (Hours)
BOYNTON BCH BLVD (SR 804)	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR ARTERIAL	STATE	35	0.38	TWLT	11	Sidewalk	100	5	3	Grass	Sidewalk	100	5, 6	3, 10	Grass, Landscape	Bike Lane	100	3.00	None	Yes	Bus	Covered	60.00	14.00
BOYNTON BCH BLVD (SR 804)	SEACREST BLVD	INTERSTATE 95	PRINCIPAL ARTERIAL	STATE	35	0.54	TWLT, Raised	11	Sidewalk	100	5	3	Grass	Sidewalk	100	5	3	Grass	Bike Lane	100	4	None	Yes	Bus	Posted Sign	60.00	14.00
BOYNTON BCH BLVD (SR 804)	INTERSTATE 95	SW 8TH ST	PRINCIPAL ARTERIAL	STATE	35	0.40	Raised, Left Turn Lanes	18	Sidewalk	100	4	0	None	Sidewalk	100	4	0	None	Bike Lane	50.00	4.00	None	No	Bus	Posted Sign	60.00	14.00
BOYNTON BCH BLVD (SR 804)	SW 8TH ST	CONGRESS AVE	PRINCIPAL ARTERIAL	STATE	40	0.69	Raised, Left Turn Lanes	17	Sidewalk	100	8, 5	4, 0	Grass, None	Sidewalk	100	4	0	None	Bike Lane	100	5	None	Yes	Bus	Posted Sign, Covered	60.00	14.00
BOYNTON BCH BLVD (SR 804)	CONGRESS AVE	WINCHESTER PARK BLVD	PRINCIPAL ARTERIAL	STATE	40	0.19	Raised, Left Turn Lanes	21	Sidewalk	100	6	0	None	Sidewalk	100	6	0	None	-	-	-	-	-	Bus	Posted Sign, Covered	60.00	14.00
BOYNTON BCH BLVD (SR 804)	WINCHESTER PARK BLVD	KNUTH RD	PRINCIPAL ARTERIAL	STATE	45	0.30	Raised, Left Turn Lanes	16	Sidewalk	100	6	0	None	Sidewalk	100	6	0	None	Bike Lane	100	5	None	Yes	Bus	Posted Sign, Covered	60.00	14.00
CAMPANELLIE BLVD	SW 18TH STREET	SW 23RD AVENUE	MINOR COLLECTOR	CITY	25	0.30	Undivided	-	Sidewalk	100	5	15	Landscape	Sidewalk	100	5	15	Landscape	-	-	-	-	-	-	-	-	-
CONGRESS AVE	HYPOLUXO RD	MINER RD	PRINCIPAL ARTERIAL	COUNTY	45	1.04	Raised, Left Turn Lanes	21	Sidewalk	100	8	5	Grass	Sidewalk	100	6	0	None	Bike Lane	100	5	None	Yes	Bus	Posted Sign, Covered	30.00	17.00
CONGRESS AVE	MINER RD	GATEWAY BLVD	PRINCIPAL ARTERIAL	COUNTY	45	0.73	Raised, Left Turn Lanes	21	Sidewalk	100	8	5	Grass	Sidewalk	100	5	3	Grass	Bike Lane	100	4	None	Yes	Bus	Posted Sign, Covered	30.00	17.00
CONGRESS AVE	GATEWAY BLVD	OLD BOYNTON RD	PRINCIPAL ARTERIAL	COUNTY	45	1.02	Raised, Left Turn Lanes	21	Sidewalk	100	8	5	Grass	Sidewalk	100	5	3	Grass	Bike Lane	100	5	None	Yes	Bus	Posted Sign, Covered	30.00	17.00
CONGRESS AVE	OLD BOYNTON RD	BOYNTON BCH BLVD (SR 804)	PRINCIPAL ARTERIAL	COUNTY	45	0.28	Raised, Left Turn Lanes	21	Sidewalk	100	8	5	Grass	Sidewalk	100	6	0	None	Bike Lane	53	5	None	Yes	Bus	Posted Sign, Covered	30.00	17.00
CONGRESS AVE	BOYNTON BCH BLVD (SR 804)	WOOLBRIGHT RD	PRINCIPAL ARTERIAL	COUNTY	45	1.00	Raised, Left Turn Lanes	21	Sidewalk	100	6	0	None	Sidewalk	100	5	3	Grass	-	-	-	-	-	Bus	Posted Sign, Covered	30.00	17.00
CONGRESS AVE	WOOLBRIGHT RD	SW 23 AVE / GOLF RD	PRINCIPAL ARTERIAL	COUNTY	45	0.45	Raised, Left Turn Lanes	21	Sidewalk	100	8	4	Grass	Sidewalk	100	5	3	Grass	Bike Lane	100	4	None	Yes	Bus	Posted Sign, Covered	30.00	17.00
CONGRESS AVE	SW 23 AVE / GOLF RD	SUMMIT DR	PRINCIPAL ARTERIAL	COUNTY	45	1.38	Raised, Left Turn Lanes	21	Sidewalk	100	8	3, 0	Grass, None	Sidewalk	100	6	0	None	Bike Lane	100	4	None	Yes	Bus	Posted Sign, Covered	30.00	17.00
FEDERAL HWY (US 1)	HYPOLUXO RD	MINER RD	MINOR ARTERIAL	STATE	40	1.00	Raised, Left Turn Lanes	16	Sidewalk	100	7	0	None	-	-	-	-	-	Buffered Bike Lane	100	6	Buffer	Yes	Bus	Posted Sign	20.00	17.00
FEDERAL HWY (US 1)	MINER RD	GATEWAY BLVD	MINOR ARTERIAL	STATE	40	0.59	Raised, Left Turn Lanes	16	Sidewalk	100	7	0	None	-	-	-	-	-	Buffered Bike Lane	100	6	Buffer	Yes	Bus	Posted Sign	20.00	17.00
FEDERAL HWY (US 1)	GATEWAY BLVD	MLK JR BLVD (NE 10TH AVE)	MINOR ARTERIAL	STATE	35	0.91	Raised, Left Turn Lanes	20	Sidewalk	100	7	0	None	Sidewalk	40	4	4	On-Street Parking	Buffered Bike Lane	100	6	Buffer	Yes	Bus	Posted Sign	20.00	17.00
FEDERAL HWY (US 1)	MLK JR BLVD (NE 10TH AVE)	BOYNTON BCH BLVD (SR 804)	MINOR ARTERIAL	STATE	35	0.50	Raised, Left Turn Lanes	20	Sidewalk	100	4	4	Grass, On-Street Parking	Sidewalk	100	4	4	Grass, On-Street Parking	Green Bike Lane	100	5	None	Yes	Bus	Posted Sign	20.00	17.00
FEDERAL HWY (US 1)	BOYNTON BCH BLVD (SR 804)	OCEAN AVE	MINOR ARTERIAL	STATE	35	0.12	Raised, Left Turn Lanes	28	Sidewalk	100	8	0	None	Sidewalk	100	8	0	None	Bike Lane	100	6	None	Yes	Bus	Posted Sign, Covered	20.00	17.00
FEDERAL HWY (US 1)	OCEAN AVE	WOOLBRIGHT RD	MINOR ARTERIAL	STATE	35	0.87	Raised, Left Turn Lanes	26	Sidewalk	100	8	0	None	Sidewalk	100	8	0	None	Bike Lane	100	6	None	Yes	Bus	Posted Sign	20.00	17.00
FEDERAL HWY (US 1)	WOOLBRIGHT RD	SE 23RD AVE	MINOR ARTERIAL	STATE	35	0.49	Raised, Left Turn Lanes	26	Sidewalk	100	8	0	None	Sidewalk	100	8	0	None	Bike Lane	100	6	None	Yes	Bus	Posted Sign	20.00	17.00
FEDERAL HWY (US 1)	SE 23RD AVE	OLD DIXIE HWY	MINOR ARTERIAL	STATE	35	0.45	Raised, Left Turn Lanes	26	Sidewalk	100	8	0	None	Sidewalk	100	8	0	None	Bike Lane	100	6	None	Yes	Bus	Posted Sign, Covered	20.00	17.00
FEDERAL HWY (US 1)	OLD DIXIE HWY	GULFSTREAM BLVD	MINOR ARTERIAL	STATE	40	0.68	Raised, Left Turn Lanes	26	Sidewalk	100	8	0	None	Sidewalk	100	8	0	None	Bike Lane	100	6	None	Yes	Bus	Posted Sign, Covered	20.00	17.00
GATEWAY BLVD	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR ARTERIAL	CITY	30	0.72	TWLT	11	Sidewalk	100	6	10, 0	Landscape, None	Sidewalk	100	6	10, 0	Landscape, None	Bike Lane	93	5	None	Yes	Bus	Posted Sign	60	14.00
GATEWAY BLVD	SEACREST BLVD	INTERSTATE 95	MINOR ARTERIAL	CITY	35	0.17	Raised	8	Sidewalk	100	7	0	None	Sidewalk	100	7	0	None	-	-	-	-	-	Bus	Posted Sign	60	14.00
GATEWAY BLVD	INTERSTATE 95	HIGH RIDGE RD	MINOR ARTERIAL	CITY	45	0.18	Raised	20	Sidewalk	100	7	0	None	Sidewalk	100	7	0	None	-	-	-	-	-	-	-	-	-
GATEWAY BLVD	HIGH RIDGE RD	QUANTUM BLVD	MINOR ARTERIAL	CITY	45	0.56	Raised, Left Turn Lanes	20	Sidewalk	100	6	0	None	Shared-Use Path	100	8	0, 30	None, Landscape	Bike Lane	67	4	None	Yes	Bus	Posted Sign	60.00	14.00
GATEWAY BLVD	QUANTUM BLVD	CONGRESS AVE	MINOR ARTERIAL	CITY	45	0.63	Raised, Left Turn Lanes	20	Sidewalk	100	6	0	None	Shared-Use Path	100	5, 8	0, 30	None, Landscape	Bike Lane	100	4	None	Yes	Bus	Posted Sign	60.00	14.00
GULFSTREAM BLVD	FEDERAL HWY (US 1)	OLD DIXIE HWY	MAJOR COLLECTOR	CITY	30	0.13	Left Turn Lanes	11	Sidewalk	100	6	0	None	Sidewalk	100	4	20	Landscape	-	-	-	-	-	-	-	-	-
GULFSTREAM BLVD	OLD DIXIE HWY	SEACREST BLVD	MAJOR COLLECTOR	CITY	30	0.37	Raised	12	Sidewalk	100	5	3	Grass	Sidewalk	100	5	3	Grass	Paved Shoulder	100	6	None	Yes	-	-	-	-
HIGH RIDGE RD	HYPOLUXO RD	MINER RD	MAJOR COLLECTOR	COUNTY	30	1.00	Undivided	-	Sidewalk	100	6	3	Grass	Sidewalk	30	7	0	None	-	-	-	-	-	-	-	-	-
HIGH RIDGE RD	MINER RD	NW 25TH AVE	MAJOR COLLECTOR	CITY	30	0.28	Undivided	-	Sidewalk	100	6	15	Landscape	Sidewalk	100	5	15	Landscape	-	-	-	-	-	-	-	-	-
HIGH RIDGE RD	NW 25TH AVE	GATEWAY BLVD	MAJOR COLLECTOR	CITY	30	0.28	Raised, Left Turn Lanes	18	Sidewalk	100	6	15	Landscape	Sidewalk	100	5	15	Landscape	-	-	-	-	-	-	-	-	-
HIGH RIDGE RD	GATEWAY BLVD	PARK RIDGE BLVD	MINOR COLLECTOR	CITY	30	0.63	Raised, Left Turn Lanes	18	Sidewalk	16	6	0	None	Sidewalk	100	6	8	Landscape	-	-	-	-	-	-	-	-	-
HYPOLUXO ROAD	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR ARTERIAL	COUNTY	40	0.78	TWLT	11	Sidewalk	100	8	0	None	Sidewalk	100	5	3	Grass	-	-	-	-	-	Bus	Posted Sign	60.00	14.00
HYPOLUXO ROAD	SEACREST BLVD	INTERSTATE 95	MINOR ARTERIAL	COUNTY	40	0.26	Raised, Left Turn Lanes	18	Sidewalk	100	6	0	None	Sidewalk	100	6	0	None	-	-	-	-	-	-	-	-	-
HYPOLUXO ROAD	INTERSTATE 95	CONGRESS AVE	MINOR ARTERIAL	COUNTY	45	1.20	Raised, Left Turn Lanes	22	Sidewalk	100	4	2	Grass	Sidewalk	9	6	0	None	-	-	-	-	-	-	-	-	-
INTERSTATE 95	HYPOLUXO RD	GATEWAY BLVD	PRINCIPAL ARTERIAL-LA	STATE	65	1.52	Barrier	30	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
INTERSTATE 95	GATEWAY BLVD	BOYNTON BCH BLVD (SR 804)	PRINCIPAL ARTERIAL-LA	STATE	65	1.51	Barrier	30	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
INTERSTATE 95	BOYNTON BCH BLVD (SR 804)	WOOLBRIGHT RD	PRINCIPAL ARTERIAL-LA	STATE	65	0.99	Barrier	30	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
INTERSTATE 95	WOOLBRIGHT RD	WEST ATLANTIC AVE (SR 806)	PRINCIPAL ARTERIAL-LA	STATE	65	3.84	Barrier	30	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
MINER RD	FEDERAL HWY (US 1)	SEACREST BLVD	MAJOR COLLECTOR	COUNTY	30	0.75	Undivided	-	Sidewalk	100	5	5	None	Sidewalk	100	5	5	None	-	-	-	-	-	-	-	-	-
MINER RD	HIGH RIDGE RD	CONGRESS AVE	MAJOR COLLECTOR	COUNTY	45	0.95	Undivided	-	Shared-Use Path	29	8	0	None	Shared-Use Path	71	8	20	Landscape	Paved Shoulder	100	5	None	Yes	-	-	-	-
MLK JR BLVD (NE 10TH AVE)	FEDERAL HWY (US 1)	SEACREST BLVD	MAJOR COLLECTOR	CITY	25	0.41	Undivided	-	Sidewalk	100	6	8	On-Street Parking	Sidewalk	100	6	8	On-Street Parking	-	-	-	-	-	-	-	-	-
MLK JR BLVD (NW 10TH AVE)	SEACREST BLVD	NW 5TH AVE	MINOR COLLECTOR	CITY	25	0.50	Undivided	-	Sidewalk	100	6	0	None	Sidewalk	100	6	0	None	-	-	-	-	-	-	-	-	-
N OCEAN BLVD (A1A)	WOOLBRIGHT RD	GOLFVIEW DR	MAJOR COLLECTOR	STATE	35	1.61	Undivided	-	Sidewalk	6	5	4	Grass	Sidewalk	21	5	4	Grass	-	-	-	-	-	-	-	-	-
NE 6TH AVE	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR COLLECTOR	CITY	25	0.36	Undivided	-	Sidewalk	33	4	4	Grass	Sidewalk	48	4	4	Grass	-	-	-	-	-	-	-	-	-
NW 6TH AVE	SEACREST BLVD	NW 5TH STREET	MINOR COLLECTOR	CITY	25	0.40	Undivided	-	Sidewalk	12	4	8	Landscape	Sidewalk	2	4	8	Landscape	-	-	-	-	-	-	-	-	-
NE 15TH AVE	FEDERAL HWY (US 1)	SEACREST BLVD (VIA NE 16th AVENUE)	MINOR COLLECTOR	CITY	25	0.61	Undivided	-	Sidewalk	55	4	10	Landscape	Sidewalk	78	4	10	Landscape	-	-	-	-	-	-	-	-	-
OCEAN AVE	HWY A1A	FEDERAL HWY (US 1)	MINOR ARTERIAL	STATE	30	0.60	Undivided, TWLT, Raised	0, 11, 14	Sidewalk	100	6	8	On-Street Parking, Barrier	Sidewalk	100	6	8	On-Street Parking, Barrier	Bike Lane	100	5	None	Yes	-	-	-	-
OCEAN AVE	FEDERAL HWY (US 1)	SEACREST BLVD	MAJOR COLLECTOR	CITY	25	0.37	Undivided	-	Sidewalk	100	8	0, 8	None, On-Street Parking	Sidewalk	100	8	0, 8	None, On-Street Parking	-	-	-	-	-	-	-	-	-
OCEAN AVE	SEACREST BLVD	SW 4TH STREET	MINOR COLLECTOR	CITY	25	0.47	Undivided	-	Sidewalk	100	5	18	Landscape + On-Street Parking	Sidewalk	100	5	18	Landscape + On-Street Parking	-	-	-	-	-	-	-	-	-
OCEAN DR	SW 6TH STREET	SW 8TH STREET	MINOR COLLECTOR	CITY	25	0.34	Undivided	-	Sidewalk	100	4	15	Landscape	Sidewalk	89	4	15	Landscape	-	-	-	-	-	-	-	-	-
OCEAN DR	SW 8TH STREET	CONGRESS AVE	MINOR COLLECTOR	CITY	25	0.69	Undivided	-	Sidewalk	100	5	20	Landscape	Sidewalk	100	5	20	Landscape	-	-	-	-	-	-	-	-	-
OLD BOYNTON RD	BOYNTON BCH BLVD (SR 804)	RENAISSANCE COMMONS BLVD	MAJOR COLLECTOR	COUNTY	30	0.57	TWLT	11	Sidewalk	100	6	0	None	Sidewalk	100	6	0	None	Bike Lane	100	5	None	Yes	-	-	-	-
OLD BOYNTON RD	RENAISSANCE COMMONS BLVD	CONGRESS AVE	MAJOR COLLECTOR	COUNTY	40	0.23	TWLT	11	Sidewalk	100	6	0	None	Sidewalk	100	6	0	None	Bike Lane	100	5	None	Yes	-	-	-	-
OLD BOYNTON RD	CONGRESS AVE	WINCHESTER PARK BLVD	MAJOR COLLECTOR	COUNTY	40	0.17	Left Turn Lanes	11	Shared-Use Path	100	8	0	None	Sidewalk	100	5	3	Grass	Bike Lane	100	5	None	Yes	-	-	-	-
OLD BOYNTON RD	WINCHESTER PARK BLVD	KNUTH RD	MAJOR COLLECTOR	COUNTY	40	0.31	TWLT	11	Shared-Use Path	100	8	0	None	Sidewalk	100	5	3	Grass	Bike Lane	100	5	None	Yes	-	-	-	-
OLD DIXIE HWY	FEDERAL HWY (US 1)	GULSTREAM BLVD	MINOR COLLECTOR	CITY	30	0.78	Undivided	-	Sidewalk	61	5	15	Landscape	Sidewalk	10	5	15	Landscape	-	-	-	-	-	-	-	-	-
PARK RIDGE BLVD	HIGH RIDGE RD	ALPHA DR	MINOR COLLECTOR	CITY	30	0.40	Raised, Left Turn Lanes	16	Sidewalk	100	6	8	Landscape	-	-	-	-	-	-	-	-	-	-	-	-	-	-
QUANTUM BLVD	GATEWAY BLVD	CONGRESS AVE	MINOR COLLECTOR	CITY	30	1.20	aised, Left Turn Lanes, Undivide	19	Sidewalk	23	5	6	Landscape	Shared-Use Path	100	8	8	Landscape	-	-	-	-	-	-	-	-	-
RENAISSANCE COMMONS BLVD	GATEWAY BLVD	OLD BOYNTON RD	MINOR COLLECTOR	CITY	30	1.10	Raised, Left Turn Lanes	19	Sidewalk	100	5	5, 0	Grass, None	Sidewalk	100	5	5, 0	Grass, None	Bike Lane	45	5	None	Yes	-	-	-	-

APPENDIX Z: BOYNTON BEACH MULTIMODAL CHARACTERISTICS INVENTORY

Limits, Classification, & Ownership					Charateristics		Median		Multimodal Off-Street (North or East)					Multimodal Off-Street (South or West)					Multimodal On-Street					Transit			
Street Name	From Street	To Street	Functional Classification	Maintaining Entity	Speed Limit	Length (Miles)	Type	Width (feet)	Facility Type	% Coverage	Width (feet)	Buffer Width (feet)	Physical Barrier	Facility Type	% Coverage	Width (feet)	Buffer Width (feet)	Physical Barrier	Facility Type	% Coverage	Width (feet)	Type of Separation	Both Sides of ROW (Yes or No)	Type	Type of Stops	Frequency of Service (Minutes)	Span of Service (Hours)
SE 1ST STREET	BOYNTON BEACH BLVD	WOOLBRIGHT RD	MINOR COLLECTOR	CITY	25	1.00	Undivided	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SE 4TH STREET	BOYNTON BEACH BLVD	SE 12TH AVENUE	MAJOR COLLECTOR	CITY	25	0.80	Undivided, Raised	6	Sidewalk	100	6	9	On-Street Parking	Sidewalk	78	6	9	On-Street Parking	-	-	-	-	-	-	-	-	-
SE 5TH AVENUE	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR COLLECTOR	CITY	25	0.37	Undivided	-	Sidewalk	21	4	18	Landscape	Sidewalk	21	4	18	Landscape	-	-	-	-	-	-	-	-	-
SE 12TH AVENUE	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR COLLECTOR	CITY	25	0.31	Undivided	-	Sidewalk	96	5	5, 15	Grass, landscape	Sidewalk	80	5	5, 15	Grass, Landscape	-	-	-	-	-	-	-	-	-
SE 23RD AVENUE	FEDERAL HWY (US 1)	SEACREST BLVD	MAJOR COLLECTOR	COUNTY	30	0.42	Undivided	-	Sidewalk	100	5	10	Landscape	Sidewalk	93	5	10	Landscape	-	-	-	-	-	-	-	-	-
SW 23RD AVENUE	SEACREST BLVD	INTERSTATE 95	MAJOR COLLECTOR	COUNTY	35	0.50	TWLT	11	Sidewalk	100	5	3	Grass	Sidewalk	66	5	3	Grass	-	-	-	-	-	-	-	-	-
SW 23RD AVENUE	INTERSTATE 95	CONGRESS AVE	MAJOR COLLECTOR	COUNTY	35	0.98	Undivided	-	Sidewalk	100	6	15	Landscape	Sidewalk	85	4	25	Landscape	-	-	-	-	-	-	-	-	-
SEACREST BLVD	HYPOLUXO RD	MENTONE RD	MAJOR COLLECTOR	COUNTY	40	0.50	TWLT	11	Sidewalk	100	8	0	None	Sidewalk	100	4	0	None	-	-	-	-	-	Bus	Posted Sign	60.00	14.00
SEACREST BLVD	MENTONE RD	GATEWAY BLVD	MAJOR COLLECTOR	COUNTY	35	1.00	TWLT	11	Sidewalk	100	8	0	None	Sidewalk	100	4	0	None	-	-	-	-	-	Bus	Posted Sign	60.00	14.00
SEACREST BLVD	GATEWAY BLVD	MLK JR BLVD (NE 10TH AVE)	MAJOR COLLECTOR	COUNTY	35	1.05	TWLT	11	Sidewalk	100	8	0	None	Sidewalk	100	4	0	None	-	-	-	-	-	Bus	Posted Sign	60.00	14.00
SEACREST BLVD	MLK JR BLVD (NE 10TH AVE)	BOYNTON BCH BLVD (SR 804)	MAJOR COLLECTOR	COUNTY	35	0.50	TWLT	11	Sidewalk	100	5	3	Other	Sidewalk	100	5	3	Other	-	-	-	-	-	Bus	Posted Sign	60.00	14.00
SEACREST BLVD	BOYNTON BCH BLVD (SR 804)	WOOLBRIGHT RD	MAJOR COLLECTOR	COUNTY	40	1.00	Undivided, TWLT	11	Sidewalk	100	5	3, 10	Grass, Landscape	Sidewalk	100	5	3, 10	Grass, Landscape	-	-	-	-	-	Bus	Posted Sign	60.00	14.00
SEACREST BLVD	WOOLBRIGHT RD	SE 23RD AVE	MAJOR COLLECTOR	COUNTY	40	0.53	Undivided	-	Sidewalk	100	5	3, 10	Grass, Landscape	Sidewalk	100	6	3, 10	Grass, Landscape	-	-	-	-	-	Bus	Posted Sign	60.00	14.00
SEACREST BLVD	SE 23RD AVE	GULFSTREAM BLVD	MAJOR COLLECTOR	COUNTY	40	1.17	Undivided, TWLT	11	Sidewalk	100	5	3, 10	Grass, Landscape	Sidewalk	100	6	3, 10	Grass, Landscape	-	-	-	-	-	Bus	Posted Sign	60.00	14.00
SW 8TH STREET	BOYNTON BCH BLVD (SR 804)	OCEAN DR	MAJOR COLLECTOR	CITY	25	0.28	Undivided	-	Sidewalk	92	5	10	Landscape	Sidewalk	100	5	0, 10	None, Landscape	-	-	-	-	-	-	-	-	-
SW 8TH STREET	OCEAN DR	NEWLAKE DRIVE	MAJOR COLLECTOR	CITY	30	0.37	Undivided	-	Shared-Use Path	100	8	10	Landscape	Sidewalk	100	5	10	Landscape	-	-	-	-	-	-	-	-	-
SW 8TH STREET	NEWLAKE DRIVE	WOOLBRIGHT RD	MAJOR COLLECTOR	CITY	30	0.37	Raised, Left Turn Lanes	22	Sidewalk	100	5	8	Landscape	Sidewalk	100	5	0, 10	None, Landscape	-	-	-	-	-	-	-	-	-
SW 11TH STREET	SW 23RD AVENUE	SW 28TH AVENUE	MINOR COLLECTOR	CITY	25	0.47	Undivided	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SW 18TH STREET	OCEAN DR	WOOLBRIGHT RD	MINOR COLLECTOR	CITY	25	0.84	Undivided	-	Sidewalk	100	5	13	Landscape	Sidewalk	100	5	13	Landscape	-	-	-	-	-	-	-	-	-
SW 18TH STREET	WOOLBRIGHT RD	SW 23RD AVENUE	MINOR COLLECTOR	CITY	25	0.56	Undivided	-	Sidewalk	100	5	13	Landscape	Sidewalk	100	5	13	Landscape	-	-	-	-	-	-	-	-	-
SW 22ND STREET	SW CONGRESS BLVD	WOOLBRIGHT RD	MINOR COLLECTOR	CITY	25	0.26	Undivided	-	Sidewalk	100	5	13	Landscape	Sidewalk	100	5	13	Landscape	-	-	-	-	-	-	-	-	-
SW 22ND STREET	WOOLBRIGHT RD	SW 19TH AVENUE	MINOR COLLECTOR	CITY	25	0.18	Undivided	-	Sidewalk	100	5	13	Landscape	Sidewalk	100	5	13	Landscape	-	-	-	-	-	-	-	-	-
SW 27TH AVENUE	SW 11TH STREET	CONGRESS AVE	MINOR COLLECTOR	CITY	25	0.46	Undivided, Swale	11	Sidewalk	17	5	7	Landscape	Sidewalk	21	5	7	Landscape	-	-	-	-	-	-	-	-	-
SW CONGRESS BLVD	SW 18TH STREET	CONGRESS AVE	MINOR COLLECTOR	CITY	25	0.45	Undivided	-	Sidewalk	100	5	13	Landscape	Sidewalk	100	5	13	Landscape	-	-	-	-	-	-	-	-	-
WINCHESTER PARK BLVD	OLD BOYNTON RD	BOYNTON BCH BLVD (SR 804)	MAJOR COLLECTOR	CITY	25	0.29	Raised, Left Turn Lanes	20	Sidewalk	100	5	13	Landscape	Sidewalk	100	5	13	Landscape	-	-	-	-	-	Bus	Posted Sign, Covered	60.00	14.00
WOOLBRIGHT RD	OCEAN BLVD (SR A1A)	FEDERAL HWY (US 1)	PRINCIPAL ARTERIAL	COUNTY	30	0.39	Undivided	-	Sidewalk	15	5	16	Landscape	Sidewalk	100	5	12, 0	Landscape, None	-	-	-	-	-	-	-	-	-
WOOLBRIGHT RD	FEDERAL HWY (US 1)	SEACREST BLVD	PRINCIPAL ARTERIAL	COUNTY	35	0.30	Raised, Left Turn Lanes	18	Sidewalk	100	5	3	Grass	Sidewalk	100	5	3	Grass	-	-	-	-	-	-	-	-	-
WOOLBRIGHT RD	SEACREST BLVD	INTERSTATE 95	PRINCIPAL ARTERIAL	COUNTY	40	0.52	TWLT	11	Sidewalk	100	5	3, 0	Grass, None	Sidewalk	100	5	3, 0	Grass, None	-	-	-	-	-	-	-	-	-
WOOLBRIGHT RD	INTERSTATE 95	SW 8TH STREET	PRINCIPAL ARTERIAL	COUNTY	40	0.31	Raised, Left Turn Lanes	20	Sidewalk	100	6	0	None, Barrier	Sidewalk	100	6	4	Grass, Barrier	Bike Lane	100	5	None	No	-	-	-	-
WOOLBRIGHT RD	SW 8TH STREET	CONGRESS AVE	PRINCIPAL ARTERIAL	COUNTY	40	0.81	Raised, Left Turn Lanes	21	Sidewalk	100	6	3	Grass	Sidewalk	100	6	3	Grass	Bike Lane	100	5	None	Yes	-	-	-	-

Source: Functional Classification and Maintenance provided by City. Speed limit, length, and multimodal facility data collected and prepared by NUE Urban Concepts, LLC. Transit data from Palm Tran.

This is the Last Page in the
City of Boynton Beach

Mobility Fee
Technical Report

January 2025

Prepared By:

NUE URBAN CONCEPTS

LAND USE • MOBILITY • PARKING • FEES

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CITY OF BOYNTON BEACH

CITY OF BOYNTON BEACH

EXECUTIVE SUMMARY

UPDATED MOBILITY PLAN PROJECTS & MOBILITY FEE

JANUARY 2025

NUE URBAN CONCEPTS
LAND USE · MOBILITY · PARKING · FEES

futureplan

MOBILITY COHORT

THE REPUBLIC DESI 760

TABLE OF CONTENTS

Executive Summary	II
Updated Mobility Plan Projects	III
Mobility Fee	VIII
Streets Plan	IX
Multimodal Plan	X
Transit Plan	XI
Mobility Fee Assessment Area	XII
Mobility Fee Benefit District	XIII
Mobility Fee Schedule	XIV

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EXECUTIVE SUMMARY

In 1985, the Florida Legislature passed the Growth Management Act that required all local governments in Florida to adopt Comprehensive Plans to guide future development and mandated that adequate public facilities be provided "concurrent" with the impacts of new development. Transportation concurrency became the measure used by local governments to ensure that adequate public facilities, in the form of road capacity, was available to meet the transportation demands from new development.

By 1993, the Florida Legislature recognized that an unintended consequence of transportation concurrency is that it discouraged development in urban areas where road capacity was constrained and pushed development to suburban and rural areas where road capacity was either available or was cheaper to construct. In 2007, the Legislature introduced the concept of mobility plans and mobility fees as an alternative to transportation concurrency, proportionate share, and road impact fees. Mobility fees are a way for new development to equitably mitigate its impact (i.e., traffic) through a streamlined and transparent one-time payment to local governments.

In 2011, the Legislature eliminated state mandated transportation concurrency and made it optional for any local government. In 2013, the Legislature encouraged local governments to adopt alternative mobility funding systems, such as a mobility fee, based on a plan of improvements. In 2019, the Legislature required mobility fees follow the same statutory process requirements as impact fees.

In 2021, the City of Boynton Beach adopted a Complete Streets Mobility Plan that established a framework to enhance mobility for people walking, bicycling, riding transit and driving vehicles. The Plan emphasized safety and connectivity on arterial and collector roads, the majority of which are maintained and owned by Palm Beach County and the Florida Department of Transportation (FDOT). The Complete Streets Mobility Plan was also intended to serve as a basis for adoption of a mobility fee as an alternative to transportation concurrency and County road impact fees. There were events that occurred in 2021 that resulted in the City deciding to not move forward with adoption of a mobility fee.

In 2024, the City authorized a study to move forward with development of a mobility fee. The Florida Legislature adopted House Bill 479 in 2024 that amended Florida Statute to provide further guidance to local governments pursuing alternatives to transportation concurrency and road impact fees. The amendment included definitions for mobility plans and mobility fees and explicitly stated that any local government may adopt an alternative transportation system based on a mobility plan and a mobility fee. The amendment also stated that only one fee to mitigate transportation impacts from new development may be assessed by the local government that issues building permits. HB 479 provided guidance for a municipality to enter into an interlocal agreement with a county where the county assessed a transportation mitigation fee within the municipality.

The 2025 Boynton Beach Mobility Fee is based on updated Mobility Plan Projects that emphasize safe, convenient, connected, and visible projects primarily on City maintained and owned streets. City streets feature lower traffic volumes and slower speeds, which are more conducive to encouraging people to walk, bicycle, and ride transit. The updated Mobility Plan Projects also include County and State Road improvements. Over the next 20 years, the total cost of the updated Mobility Plan Projects is $271,969,256, of which $28,432,500, or 10.45%, are the cost for County Road improvements. Over the past 20 years, the County has collected over $32 million in road impact fees from new development in Boynton Beach and has expended roughly $2 million in the City. Over the next five (5) years, mobility fees collected by the City should be primarily expended on updated Mobility Plan Projects in the City.

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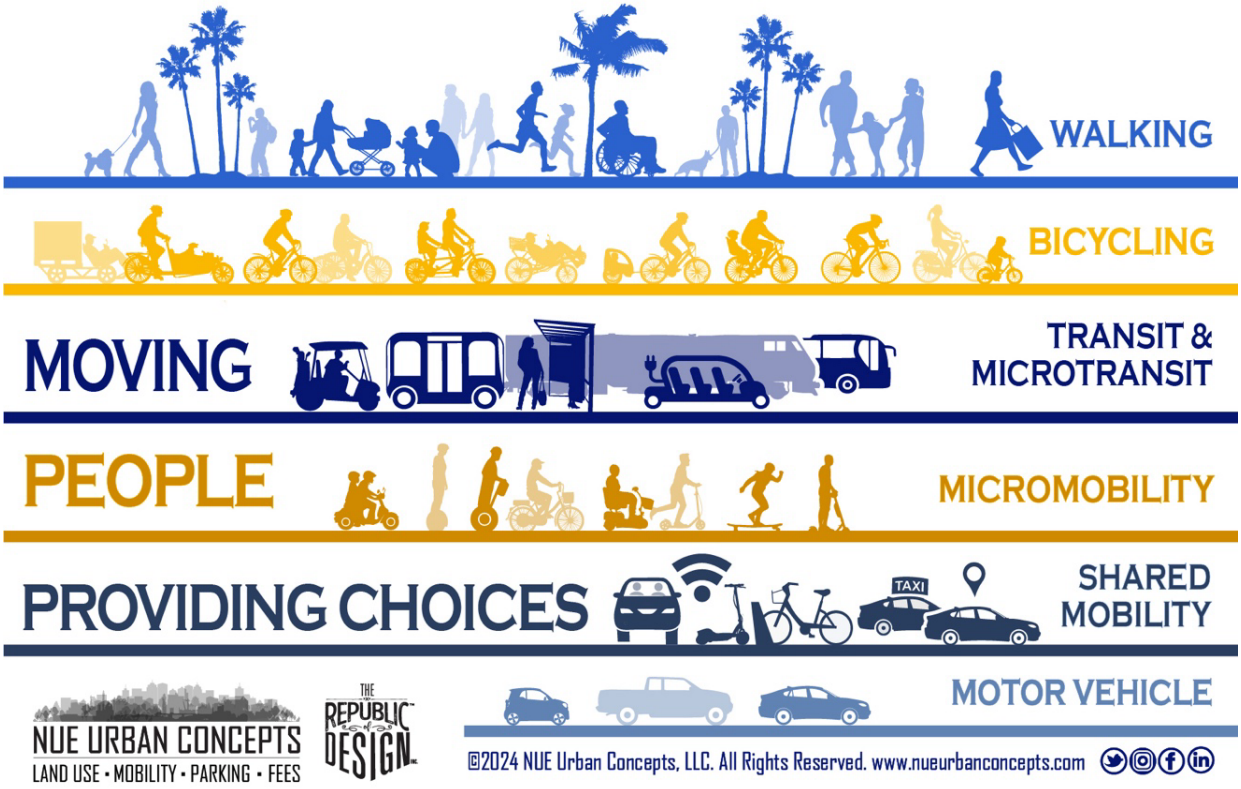
UPDATED MOBILITY PLAN PROJECTS

The updated Mobility Plan Projects serve as the basis to develop the City's Mobility Fee. The updated Mobility Plan Projects provide a foundation for Boynton Beach to proactively prioritize projects to meet the growth, travel, and mobility needs of the community in a manner that is coordinated with the Future Land Use Element in the City's Comprehensive Plan. The updated Mobility Plan Projects support the City's ongoing initiatives to transition its transportation system from primarily moving vehicles, towards a multimodal system focused on safely moving people, whether they choose to walk, bicycle, ride transit, or continue to drive their vehicles. **Mobility Plan Projects consist of walking and streetscape enhancements, curbless shared streets, roadway improvements, shared-use paths, sidewalks, bike lanes, boardwalks, transit circulators, water taxi service, mobility hubs, and multimodal programs, services, and studies.**



The updated Mobility Plan Projects consist of separate Plans for: (1) Streets; (2) Multimodal Corridors; and (3) Transit. The Streets Plan includes projects for walking & streetscape enhancement, curbless shared streets, and complete street roadway widening. The Multimodal Corridors Plan include bike lanes, boardwalks, shared-use paths, sidewalks, and multimodal corridor evaluations crossing I-95. The Transit Plan includes transit circulators, mobility hubs, water taxi docks, and parking facilities. The updated Mobility Plan Projects also includes several Mobility Programs to be further evaluated and implemented.

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STREETS PLAN (Page IX)

The Streets Plan emphasizes improving accessibility, connectivity, and mobility within Boynton Beach. The Streets Plan consist of the following types of projects: (1) Walking & Streetscape Enhancement; (2) Curbless Shared Streets; and (3) Complete Street Roadway Widening.

Walking & Streetscape Enhancement

Mobility Plan Projects for Walking & Streetscape Enhancement are proposed to be designed with the intent to prioritize people walking and feature lower speeds, safer crossings, with appropriate traffic calming and streetscape measures. Walking & Streetscape Enhancements are already under construction along portions of Boynton Beach Blvd and proposed along portions of 1st Avenue, 4th Street, MLK Jr. Blvd, and Federal Hwy (US 1).

Curbless Shared Streets

Curbless Shared Streets are a relatively new concept in the U.S. The recent reconstruction of portions of Clematis Street and Rosemary Avenue within Downtown West Palm Beach are both examples of Curbless Shared Streets. These Streets prioritize creating a walkable environment where vehicles drive slow enough to allow for people to safely bicycle and access transit circulators within shared travel lanes. East Ocean Avenue between US 1 and Seacrest is an ideal initial corridor for conversion to a Curbless Shared Street within Downtown.

Complete Street Roadway Widenings

The Streets Plan includes proposed widenings of portions of 23rd Avenue, 8th Street and Miner Road to construct either center turn lanes or raised landscape medians, along with enhanced multimodal improvements for people walking and bicycling. The Streets Plan also includes the widening of High Ridge Road to four (4) lanes between Gateway Blvd and Miner Road, along with enhanced multimodal improvements for people walking and bicycling.

MULTIMODAL CORRIDORS PLAN (Page X)

The Multimodal Corridors Plan establishes Principal, Major, and Minor Multimodal Corridors to safely connect residents with schools, parks, and major destinations. The Multimodal Corridors are comprised of bike lanes, shared-use paths, sidewalks, street lighting, and high visibility crosswalks, along with hardscape and landscape enhancements. Each Multimodal Corridor is comprised of smaller improvements to City Streets, with some improvements on County and State Roads. The Corridor concept is similar to that of roadway classifications. Principal Corridors are the primary routes for multimodal travel. Major and minor corridors provide connectivity for residents to the primary corridors. The Multimodal Corridors Plan also includes boardwalks along portions of the intercoastal waterway and two (2) potential multimodal crossings of 95.

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Principal Multimodal Corridors

There are two (2) Principal Multimodal Corridors, one east of 95 and one west of 95, that have been established to provide for a continuous, safe, and visible multimodal route for people walking and bicycling that runs from the northern limits to the southern limits of the Mobility Study Area. The Principal Multimodal Corridor east of 95 is intended to provide a higher quality alternative to Seacrest Blvd for people walking and bicycling. The Principal Multimodal Corridor west of 95 is intended to provide a higher quality alternative to Congress Avenue for people walking and bicycling, along with providing access to the existing TRI-Rail Station.

Major Multimodal Corridors

There are a total of six (6) Major Multimodal Corridors. The first is east of 95 that connects Downtown, the future FEC Rail Station, and the Woolbright Mobility District. The second is west of 95 and connects the TRI-Rail Station with Boynton High School, Renaissance Commons, the Boynton Beach Mall, and Congress Middle School. The third runs along US 1 and would connect several proposed water taxi stops (within parks along the intercoastal) with Downtown and the Woolbright Mobility District. The fourth connects US 1, Galaxy Elementary, Galaxy and Barton Memorial Parks. Proposed corridors along Boynton Beach Blvd and Gateway Blvd provide east-west connectivity.

Minor Multimodal Corridors

Minor Multimodal Corridors provide connectivity between residents and a specific school, park, or major destination. These corridors tend to be shorter routes, but are a key component to providing a convenient, safe, and visible multimodal network.

Boardwalks

The Multimodal Corridors Plan identifies several boardwalk project along the intercoastal. The boardwalk projects are intended to fill in gaps between existing publicly accessible boardwalks and docks. These boardwalks would either be freestanding wooden structures or provided in conjunction with docks or seawalls. The boardwalks will provide enhanced connectivity to existing City parks and may serve as docks or stops for future water taxi services.

Multimodal Crossing Evaluations

The Multimodal Corridors Plan includes studies to evaluate the feasibility of two (2) proposed multimodal crossings of 95 and the TRI-Rail tracks west of 95. Both corridors are longer term visions to enhance multimodal connectivity between Boynton Beach east and west of 95, without the need for people walking and bicycling to travel along multi-lane arterials and cross major interchanges. Both corridors will require additional evaluation to determine the feasibility of the proposed improvements.

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TRANSIT PLAN (Page XI)

The Transit Plan identifies transit circulators, mobility hubs, and water taxi service to create multiple park once environments at major destinations within the City. The Transit Plan also incorporates the existing on demand transit service provided by Circuit and funded by the Community Redevelopment Agency (CRA). The circulator routes are subject to change.

Transit Circulators

The Transit Plan identifies five (5) transit circulators connected to mobility hubs throughout the City. The transit circulators are proposed to be either 15 to 25 passenger vehicles or smaller low speed vehicles that can accommodate anywhere from three (3) to eight (8) passengers. They are intended to serve mobility within the City and complement the County level service provided by Palm Tran. The following are the five (5) proposed transit circulator routes (subject to change):

(1) **Downton to Beach** is already being provided from Downtown to Ocean Front Beach Park.

(2) **Downtown to Mall** would connect the Downtown and Boynton Beach Mall mobility hubs.

(3) **Circulator East** is proposed to primarily run along Gateway Blvd and US 1 and connect mobility hubs at the TRI-Rail Station, Downtown, and in the Woolbright Mobility District.

(4) **Circulator West** is proposed to connect mobility hubs at the TRI-Rail Station, Renaissance Commons, the Mall, SW 8th Street, and the Woolbright Mobility District.

(5) **Woolbright to Hospital** would connect Bethesda Baptist Memorial Hospital to the Woolbright Mobility District, which provides access to Downtown, the Mall, and TRI-Rail by riding either the Circulator East or West routes from the Woolbright Mobility District.

Mobility Hubs

Mobility hubs are locations where multiple ways of travel (e.g., walk, bike, transit) converge and feature various amenities (e.g., covered waiting areas, pick-up / drop-off lanes). These mobility hubs can be located within mobility districts, in mixed-use developments, or at major developments. The Transit Plan identifies ten (10) potential mobility hubs, all interconnect by proposed transit circulators. The final location of mobility hubs requires further evaluation.

Water Taxi

The Transit Plan includes future water taxi routes and ADA accessible docks along the intercoastal that could provide additional connectivity and access to future rail service Downtown. Water taxi service at this present time would likely not be successful without either greater densities downtown or future rail service to serve as a draw to residents along the intercoastal. The Transit Plan has identified ten (10) water taxi stops, located within parks, along the intercoastal.

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MOBILITY PROGRAMS

The updated Mobility Plan Projects include initiatives to be implemented overtime. The following are proposed Mobility Programs: (1) Low Speed Streets Pilot Program; (2) Micromobility and Low Speed Electric Vehicle Program; (3) Vision Zero Action Plan; (4) Wayfinding Program; (5) ADA Curb Ramp Retrofit Program; (6) Mobility Access Program; (7) Multimodal Plans, Programs, Services & Studies; and (8) Mobility Plan & Fee Implementation Program.

PARK ONCE ENVIRONMENTS

The integration of parking into the updated Mobility Plan Projects through the creation park-once environments is an essential component to addressing existing and future congestion within the City. Creating park-once environments consist of planning for future parking, mobility hubs, and transit circulators at key destinations within the City. Creating park once environments recognizes that people will still sometimes need to drive vehicles; however, the goal is to facilitate parking at a centralized location and then make it convenient and desirable to walk, bicycle, or ride a transit circulator to reach their final destination.

QUALITY OF SERVICE STANDARDS

Florida Statute 163.3180 (5)(f)(5) identifies the establishment of multimodal quality of service (QOS) standards as part of an alternative transportation system. Street quality of service (QOS) standards, based on posted speed limits, are intended to be used in conjunction with areawide roadway LOS standards as a planning tool used for innovative street design. Multimodal QOS standards are based on the types of facilities for people walking and bicycling. Transit QOS standards are based on the type, frequency, and span of service.

COMPLETE STREET MOBILITY PLAN UPDATE

The Mobility Fee Technical Report includes detail for each of the updated Mobility Plan Projects and Mobility Programs. The Technical Report also includes additional detail related to quality of service standards (QOS) and the establishment of park once environments. The Mobility Fee Technical Report is not intended to be a Mobility Plan. It does summarize elements to be further expanded upon in the City's Complete Street Mobility Plan.

The City will commence with an update to its Complete Street Mobility Plan in 2025. The updated Mobility Plan Projects included in the Mobility Fee Technical Report maybe further refined as part of the update. The Complete Street Mobility Plan will further evaluate establishment of Quality of Service (QOS) standards for streets, sidewalks, bike lanes, and transit. The Complete Street Mobility Plan may also establish baseline existing multimodal conditions and performance measures to evaluate effectiveness and progress of the Plan. The establishment of park once environments Downtown and within mobility districts will also be further evaluated.

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MOBILITY FEE

The basis for the City of Boynton Beach Mobility Fee is the updated Mobility Plan Projects intended to meet future travel demand from new development, consistent with Florida Statutes 163.3180 and 163.31801. **New development** is defined as **"any new residential and non-residential construction or expansion of building(s), lanes(s), structure(s), or any changes in the use of any building(s) or structure(s) or land use that will generate additional impact on the city's public facilities." Impact** is defined as **"any new development that results in an increase in person travel demand above the demand generated by the existing use of property."**

The updated Mobility Plan Projects are intended to provide the person miles of capacity needed to meet future person miles of travel demand, consistent with the **"needs"** requirement of the dual rational nexus test. The Mobility Fees collected from new development are to be used to fund the Mobility Plan Projects that provide a mobility benefit to new development and accommodate the increase in person travel demand from that new development, consistent with the **"benefits"** requirement of the dual rational nexus test.

MOBILITY FEE ASSESSMENT AREA (Page XII)

The Mobility Fee will be assessed on all new development within the Mobility Fee Assessment Area. The Assessment Area includes all portions of the City east of I-95. The limits of the Assessment Area vary west of I-95 with the western boundary of the Area meandering parallel to Congress Ave. New development in the City outside of the Area and areas than annex into the City would continue to be subject to the County's transportation concurrency system and road impact fee. The City would need to update the Technical Report to include portions of the City outside of the Assessment Area.

MOBILITY FEE BENEFIT DISTRICT (Page XIII)

The Mobility Fee Benefit District includes all areas of the City, portions of adjacent municipalities, and portions of unincorporated Palm Beach County. Travel does not stop at City limits. There may be instances where a share of mobility fees is expended on improvements on City, County, or State Roads outside the City that provide a mobility benefit to the new development that paid the City's Mobility Fees.

MOBILITY FEE SCHEDULE (Page XIV)

The Mobility Fee schedule includes a variety of land uses and units of measure. The Mobility Fee Technical Report dated January 2025 details the data and methodology used to calculate the Mobility Fee for each land use. The Mobility Fee schedule is streamlined compared to Palm Beach County's road impact fee schedule. The Mobility Fee Technical Report includes a comparison between the City's Mobility Fee and the County's road impact fee. Further detail for each land use included in the Mobility Fee schedule is provided in the Technical Report.

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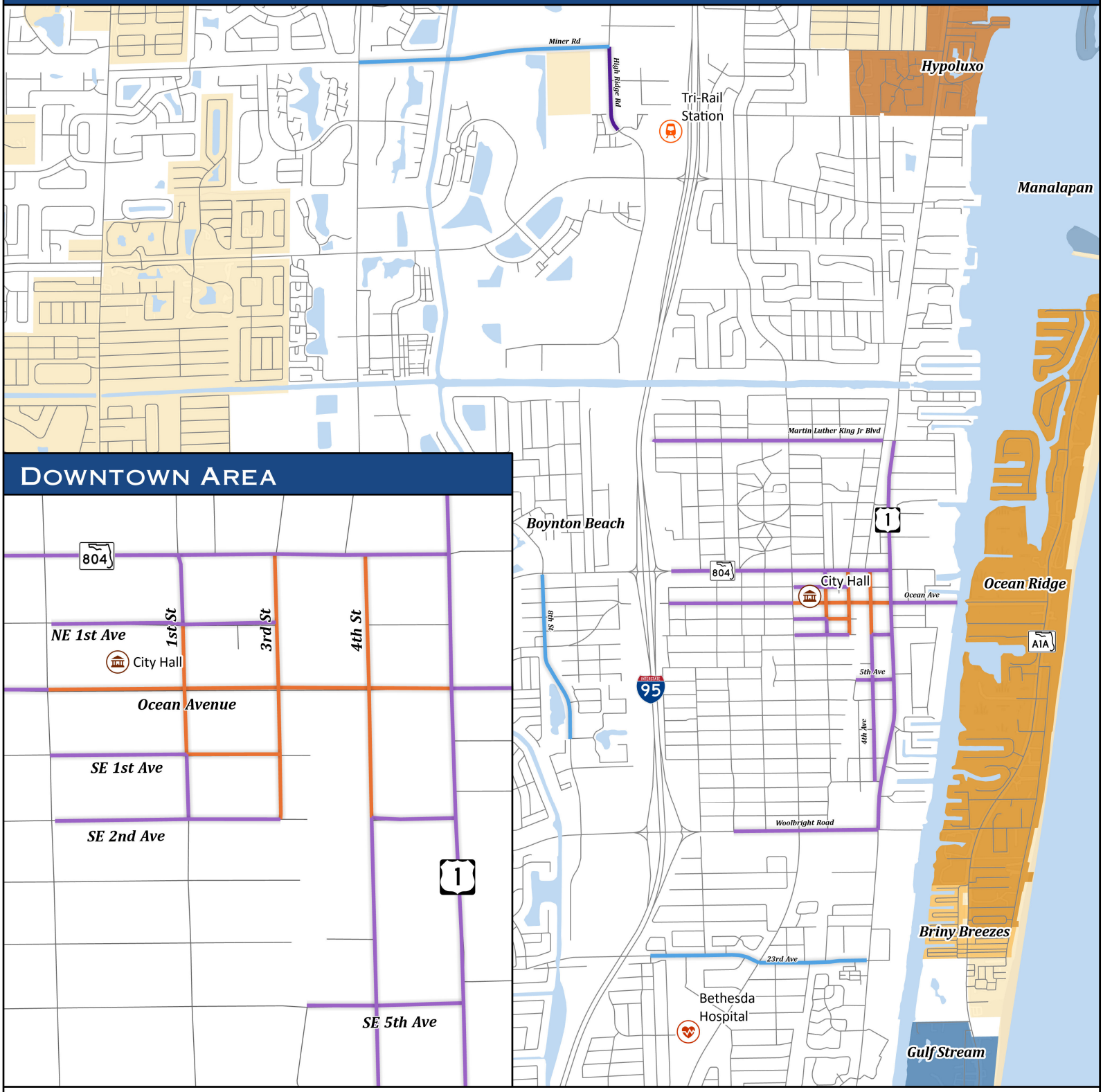
City of Boynton Beach Updated Mobility Plan Projects

Streets Plan

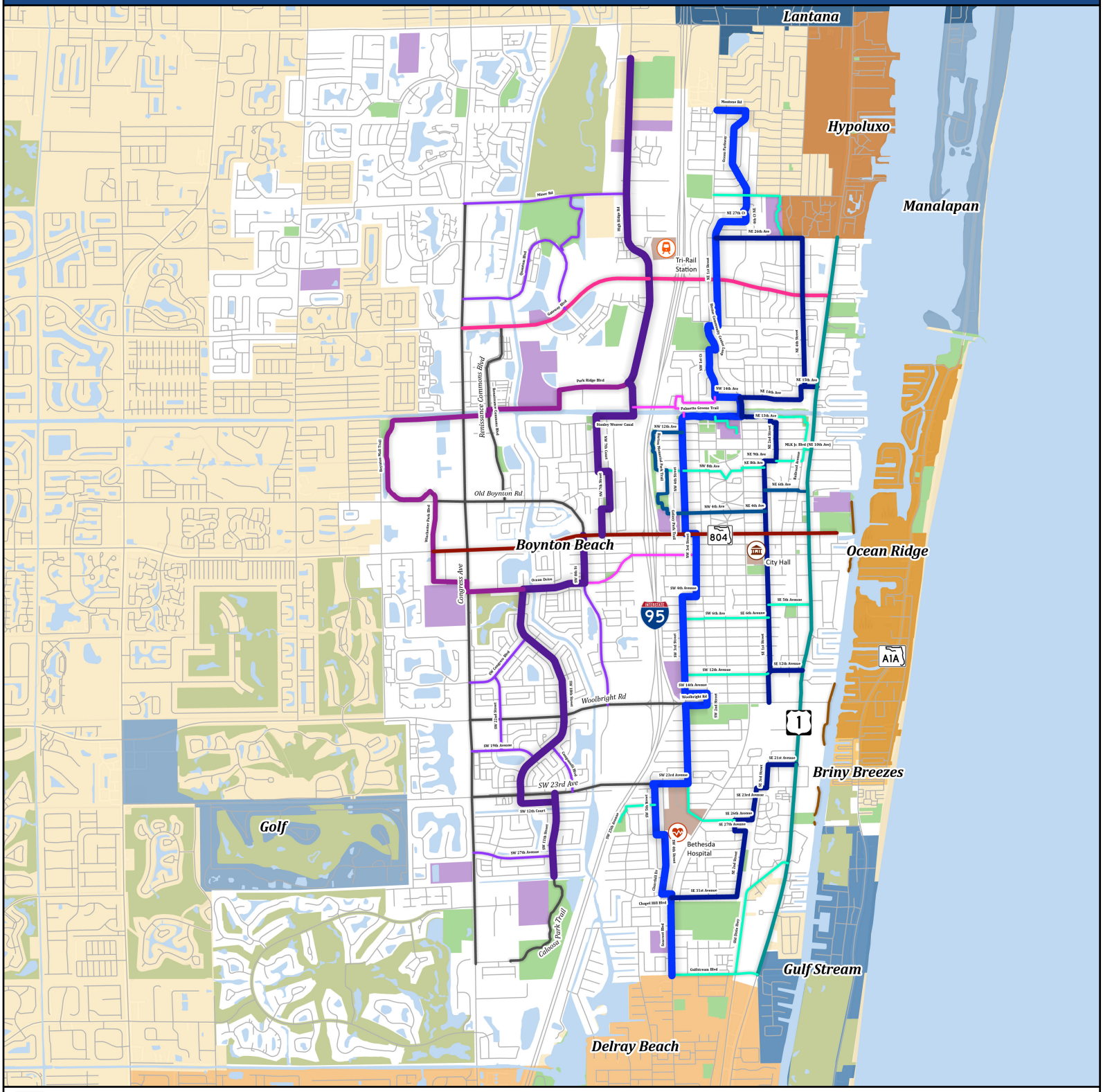


CITY OF BOYNTON BEACH

NUE URBAN CONCEPTS
LAND USE • MOBILITY • PARKING • FEES

City of Boynton Beach Updated Mobility Plan Projects

Multimodal Corridors Plan - Detailed Version



- Principal Multimodal Corridor (East)
- Principal Multimodal Corridor (West)
- Major Multimodal Corridor (East)
- Major Multimodal Corridor (West)
- Major Multimodal Corridor (BB)
- Major Multimodal Corridor (Galaxy)
- Major Multimodal Corridor (Gateway Blvd)
- Major Multimodal Corridor (US 1)
- Minor Multimodal Corridor (East)
- Minor Multimodal Corridor (West)
- Multimodal Corridor Evaluation
- Boardwalk
- Existing County Multimodal
- City of Boynton Beach (Legend Only)
- Unincorporated Palm Beach County

0 0.25 0.5 1 Miles

N

CITY OF BOYNTON BEACH

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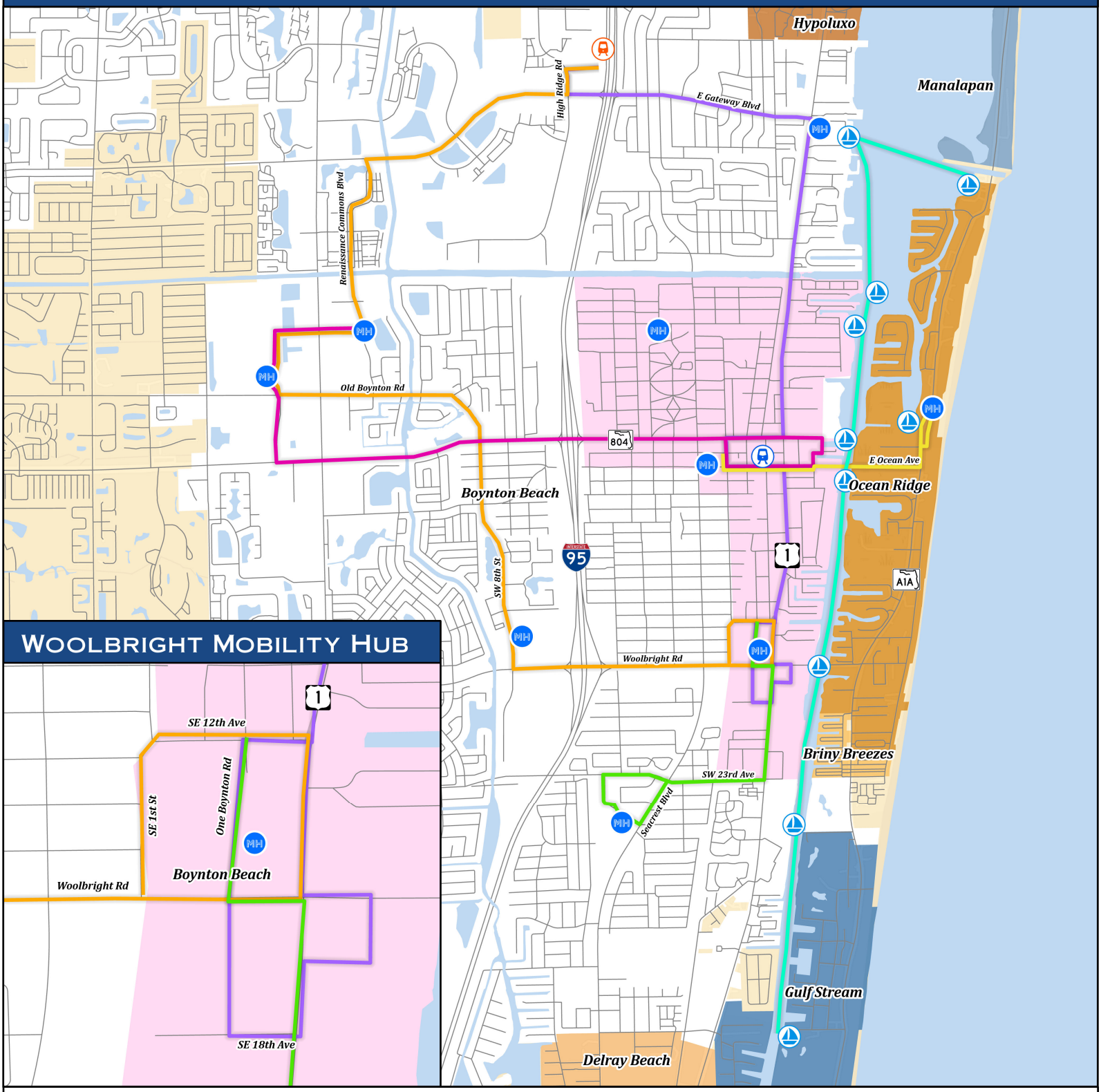
City of Boynton Beach Updated Mobility Plan Projects
Transit Plan



Woolbright Mobility Hub

- Downtown to Beach
- Boynton Water Taxi
- Circulator East
- Circulator West
- Downtown to Mall
- Woolbright to Hospital District
- Water Taxi
- Mobility Hub
- Rail Hub (Existing)
- Rail Hub (Future)
- On Demand Transit Area
- City of Boynton Beach (Legend Only)
- Unincorporated Palm Beach County

0 0.17 0.35 0.7 Miles

N

CITY OF BOYNTON BEACH

NUE URBAN CONCEPTS
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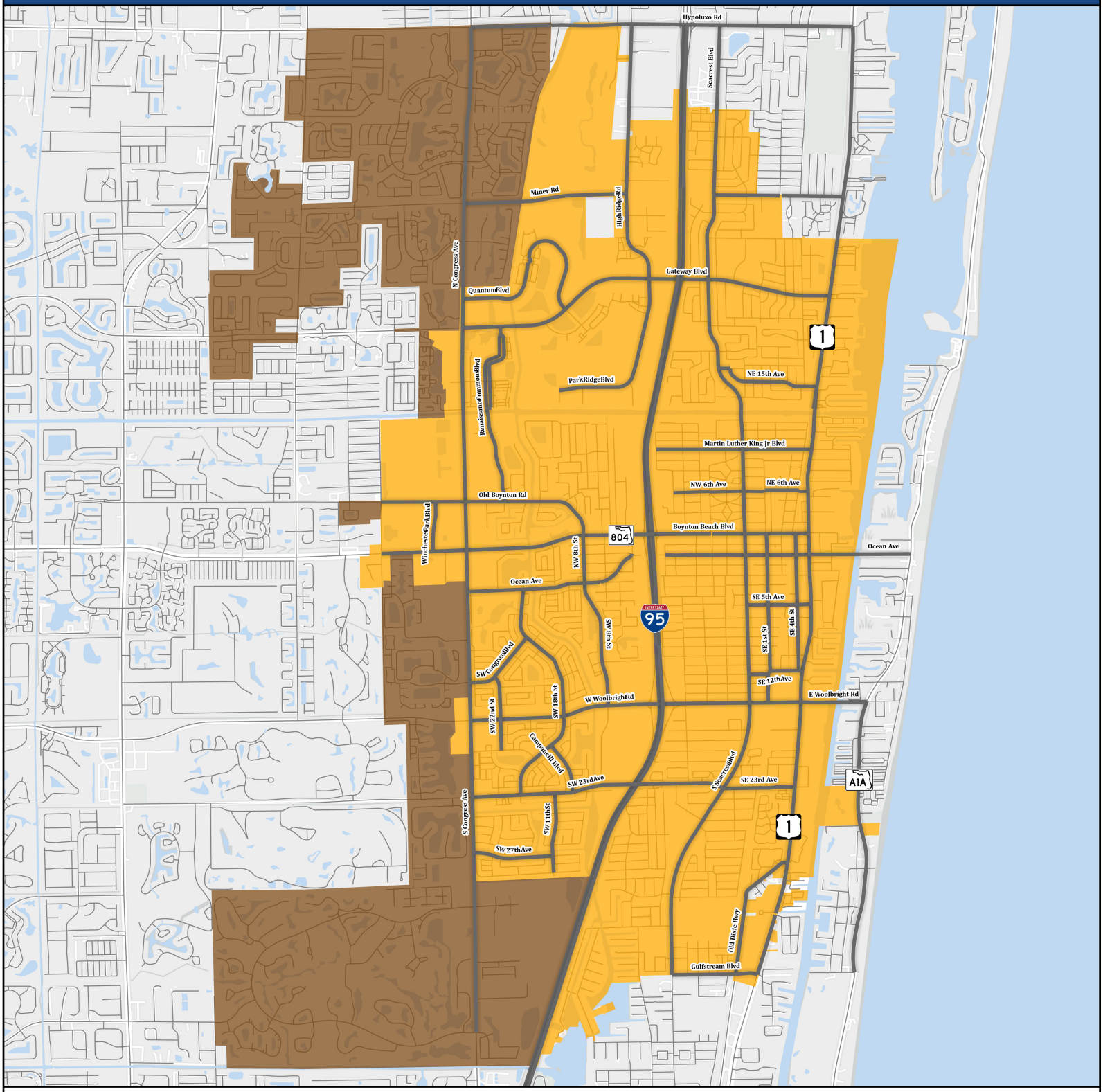
City of Boynton Beach Updated Mobility Plan Projects
Mobility Fee Assessment Area



- Road Network
- Assessment Area
- City of Boynton Beach Outside of Assessment Area
- City of Boynton Beach (Legend Only)

0 0.25 0.5 1 Miles

N

CITY OF BOYNTON BEACH

NUE URBAN CONCEPTS
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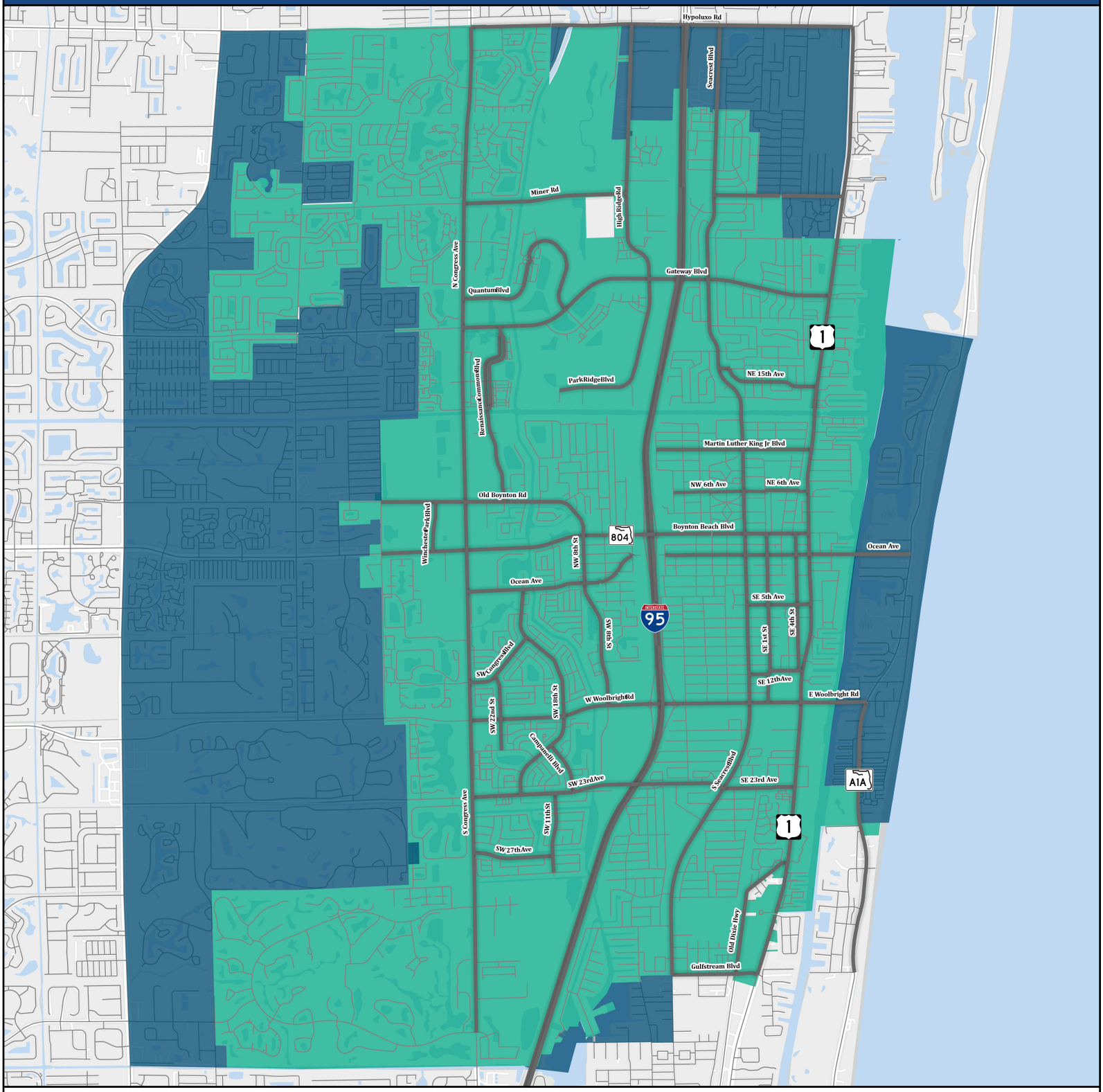
City of Boynton Beach Updated Mobility Plan Projects

Mobility Fee Benefit Districts



- Road Network
- Benefit District
- Extra Jurisdictional Benefit District
- City of Boynton Beach (Legend Only)

0 0.25 0.5 1 Miles

N

CITY OF BOYNTON BEACH

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Produced by NUE Urban Concepts, LCC (Jan 2025, Version 3)

BOYNTON BEACH MOBILITY FEE SCHEDULE		
USE CATEGORIES, USE CLASSIFICATIONS & REPRESENTATIVE USES	**UNIT OF MEASURE (UOM)**	**MOBILITY FEE RATE PER USE (MFu)**
Residential Uses		
Single-Family Residential Dwelling (Detached, Duplex, Accessory Dwelling, Townhome, Townhouse, Tiny Home) [1]	per Sq. Ft.	$2.81
Multi-Family Residential Dwelling (Apartment, Condo, 3 or more Attached Dwellings, Dormitory) [2]	per Sq. Ft.	$3.31
Mobile Residence (Mobile Home (MH), Recreational Vehicle (RV), MH and / or RV Park) [3]	per space / lot	$3,059
Institutional Uses		
Community Serving (Civic / Fraternal Club, Gallery, Museum, Performance Venues, Place of Assembly or Worship)	per Sq. Ft.	$3.70
Group Home (Assisted Living, Care or Recovery Homes, Congregate Living Facility, Nursing Home)	per Sq. Ft.	$3.66
Private Education (Afterschool, Family Day Care, K-12, Pre-K, Trade School, Tutor)	per Sq. Ft.	$7.93
Commercial Recreational Uses [4]		
Marina (wet berths, dry slips, ancillary repair, yacht club)	per Berth	$3,168
Entertainment, Outdoor (Amusement, Golf, Multi-Purpose, Recreation, Sports, Tennis)	per Acre	$28,850
Entertainment, Indoor (Amusement Arcade, Exercise Studio, Fitness, Gym, Health, Indoor Sports, Recreation)	per Sq. Ft.	$16.34
Industrial Uses		
Industrial (Assembly, Brewery, Development and Testing, Distribution and Processing, Microbrewing, Trades, Utilities)	per Sq. Ft.	$2.95
Commercial Storage (Boat / Vehicle, Junk /Salvage Yard, Recycling / Waste Management, Open, Self-Service, Warehouse) [5]	per Sq. Ft.	$1.18
Office Uses		
Office (Administrative, Business, Hospital, Post Secondary Education, Professional, Real Estate)	per Sq. Ft.	$5.89
Medical or Dental Office (Clinic, Dental, Health Service, Laboratory, Professional Care, Emergency Care, Rehab, Veterinary)	per Sq. Ft.	$14.78
Retail Uses		
Retail (Auto / Boat Rental or Sales, New or Used Merchandise, Personal or Pet Care, Sales, Services, Stores) [6]	per Sq. Ft.	$7.92
High Impact Retail (Alcoholic Beverages, Banks, Grocery Store, Pharmacy & Drug Store, Sit-Down Restaurant) [7]	per Sq. Ft.	$17.24
Convenience Retail (Convenience Store, Fast Food Restaurant, Gasoline Station) [7]	per Sq. Ft.	$41.38
Non-Residential Uses Per Unit of Measure [8]		
Auto / Boat / Car Wash (Automated, Cleaning, Dry, Detailing, Polishing, Self-Serve, Vacuum, Wash, Wax) [9]	per Lane or Stall plus per five (5) Stations	$16,134
Auto Charging or Fueling (Commercial Facility which requires Membership or Payment) [10]	per Charging or Fueling Position	$14,039
Auto or Boat Repair / Service (Brakes, Install, Maintenance, Major, Minor, Quick Lube, Repair, Tint, Tires) [11]	per Bay or Stall	$8,580
Bank or Financial Drive-Thru Lane or Free-Standing ATM [12]	per Lane / ATM	$20,661
Fast Food or Quick Service Restaurant Drive Thru [13]	per Lane	$37,215
Overnight Lodging (B&B, Condo Hotel, Hotel, Motel, Short-term Rental, Transient) [3]	per Room	$4,108
Retail Drive-Thru (Dry Cleaner, Dollar Store, Grocery Store, Pharmacy & Drug Store, Retail) [14]	per Lane	$18,288

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BOYNTON BEACH MOBILITY FEE SCHEDULE FOOTNOTES

[1] Single-Family Residential Square Feet is the sum of the area (in square feet) of each dwelling unit measured from the exterior surface of the exterior walls.

[2] Multi-Family Residential Square Feet is the sum of the area (in square feet) of each building measured from the exterior surface of the exterior walls. This includes common areas, lobbies, leasing offices, and residential amenities not accessible to the public. Retail or office square footage leased to a third-party would pay the applicable mobility fee rate. Square footage does not include parking garages or structures.

[3] Any retail, office, or non-residential square footage that is leased to a third-party use to provides drinks, food, goods, or services to the public shall be required to pay the applicable mobility fee per the individual uses identified in the mobility fee schedule.

[4] For Commercial Recreational Uses that feature both indoor facilities and outdoor recreation, the indoor shall be based on the indoor mobility fee rate, the outdoor shall be made on the outdoor rate, any other uses shall pay the applicable mobility fee for the land use.

[5] Acreage for any unenclosed material and vehicle storage, including but not limited to boats, commercial vehicles, recreational vehicles (RV), and trailers, sales and display shall be converted to square footage. See Commercial Storage definition for further detail.

[6] Retail includes all uses that do not fall under High Impact or Convenience Retail and generate less than 75 daily trips per 1,000 sq. ft. per the latest ITE Generation Manual or alternative study.

[7] High Impact Retail includes banks, pharmacies, sit down restaurants (non fast food), grocery stores, supermarkets, beer, liquor, package, wine and spirits stores, bars, nightclubs, lounges. These uses generate between 75 and 250 daily trips per 1,000 sq. ft. per the latest ITE Generation Manual or alternative study. Convenience Retail includes convenience stores, gas stations, service stations, coffee, donut, sandwich, food and beverage that would be considered fast food or quick service restaurants. These uses generate between more than 250 daily trips per 1,000 sq. ft. per the latest ITE Generation Manual or alternative study.

[8] Non-residential uses are assessed applicable mobility fees per unit of measure in addition to the mobility fee assessed with the square footage of the building.

[9] Auto / Boat / Car Wash shall mean any car wash, wax, or detail where a third party or automatic system performs the cleaning service. Mobility Fee are assessed per bay or stall, plus per five (5) finishing stations. See definition for further detail. The applicable mobility fee rate would also be assessed for any additional building square footage under retail uses.

[10] Auto Charging or Fueling per position apply to a convenience store, gas station, general store, grocery store, supermarket, superstore, variety store, wholesale club or service stations with charging stations or fuel pumps. In addition, there shall be a separate mobility fee for the square footage of any retail building per the applicable mobility fee rate under retail uses. The number of charging or fueling positions is based on the maximum number of vehicles that could be charged or fueled at one time. Non-commercial vehicle charging stations associated with residential or non-residential uses that are required by the City or are provided by the owner as an amenity and not a commercial purpose shall not be assessed a mobility fee.

[11] Auto or Boat Repair / Service includes maintenance, repair, and servicing of motor vehicles. Mobility Fee are assessed per bay or stall, plus a retail rate associated with any additional building sq. ft. under retail uses for waiting areas, parts, and sales.

[12] Banks shall pay the High Impact Retail rate for the square footage of the building under the retail use category. Drive-thru lanes, Free Standing ATM's and Drive-thru lanes with ATM's are assessed a separate fee per lane or per ATM and are added to any mobility fee associated with a bank building. The free-standing ATM is for an ATM only and not an ATM within or part of another non-financial building, such as an ATM within a grocery store.

[13] Any drive-thru associated with a fast food restaurant will be an additive fee in addition to the applicable Convenience Retail mobility fee per square foot of the building. The number of drive-thru lanes will be based on the number of lanes present when an individual places an order or picks up an order, whichever is greater.

[14] Any drive-thru associated with a Retail or High Impact retail use will be assessed an additive mobility fee in addition to the applicable retail use mobility fee rate per square foot of the building. The number of drive-thru lanes shall be based on the total number of lanes available for either pick-up, drop-off, or placement of an order for goods or services.

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CITY OF BOYNTON BEACH



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November 3rd, 2024

Amanda Radigan, AICP, LEED AP
City of Boynton Beach
Planning & Development Department
100 E. Ocean Avenue
Boynton Beach, FL 33435

Re: House Bill 479 Overview

The Florida Legislature recently adopted House Bill 479 that amended Florida Statute Sections 163.3180 related to Concurrency and 163.31801 related to Impact Fees. The concurrency amendments specifically addressed alternative transportation systems such as mobility fees. House Bill 479 was passed by a unanimous vote of the House of Representatives and a 39 to 1 vote by the Senate. The Governor signed HB 479 into law on June 25th, 2024. The effective date of HB 479 is October 1st, 2024.

The amendments to Florida Statute Section 163.3180 explicitly allow any local government to adopt an alternative transportation system to replace transportation concurrency. A mobility fee, based on an adopted mobility plan, is the primary alternative transportation system identified in the amended sections of 163.3180. There are no exemptions for this allowance for any Charter County.

The amendments to Florida Statute Section 163.31801 establish a time frame of one year for adoption of an impact fee study after an analysis has commenced and establishes that alternative transportation system honor existing impact fee credit. The processes and procedures established for impact fees under Florida Statute Section 163.31801, such as basing fees on the most recent and localized data, time frames for adoption of studies, and extraordinary circumstances, also apply to alternative transportation systems per Florida Statute Section 163.3180.

The most significant component of HB 479 is to explicitly state that **only one fee** to mitigate transportation impact maybe collected. Further, the entity **responsible for collection of that fee** is the **local government who issues building permits**. The exception is if a local government agrees through an interlocal agreement to allow the County to be the entity to collect the mitigation fee. This is a substantial clarification in Florida Statute and applies to all local governments, including all Charter Counties.

There are two exemptions for certain provisions of HB 479. Miami Dade County and Hillsborough County are the only two Charter Counites that are exempt from certain provisions of HB 479. Any municipality and county that has an interlocal agreement that jointly coordinates the mitigation of transportation impact prior to October 1st, 2024, would also be exempt from HB 479 until such time as the interlocal agreement expires or is terminated by either a municipality or a county.

HB 479 does require that municipalities and counties, through an interlocal agreement, coordinate the mitigation of transportation impacts through a mobility plan adopted into the Comprehensive Plan. The primary intent of HB 479 is to address the double charging of development that occurs when a municipality adopts a transportation impact fee or mobility fee, and a county also requires that municipality to collect a transportation impact fee or mobility fee on behalf of the county.

Boynton Beach does not currently collect a mobility fee or transportation impact fee. It does collect Palm Beach County's transportation impact fee. Under HB 479, the City may adopt its own mobility fee for all or a portion of the City and negotiate with the County on any transportation mitigation and sharing of the City's mobility fee.

The amendments in HB 479 stipulate that an interlocal agreement between a county and a municipality shall at a minimum ensure that:

(1) Development is not charged twice for the same impact;

(2) The alternative transportation system fee is plan based (i.e., mobility plan);

(3) The local government issuing the building permit is the entity responsible for collection of a fee assessed under an alternative transportation system; and

(4) The alternative transportation system methodology shall establish a system for assigning mitigation between the county and municipality.

The amendments in HB 479 further stipulate that if a local government does not adopt an interlocal agreement by October 1st, 2025, then the alternative transportation fee assignment between a county and a municipality shall:

(1) Either be based on a developer traffic study, or the mobility plan adopted by the county or municipality; and

(2) If an interlocal is not entered into between the county and a municipality, the developer is entitled to receive a 10% discount on the assessed alternative transportation mitigation; and

(3) Upon completion of the study or plan, the county or city must distribute funds collected to the other entity within 60 days from the date of collection.

The provision for a developer study and a 10% reduction are not required for counties and municipalities that already have an interlocal agreement that complies with HB 479; unless either a county or municipality elects to terminate the interlocal agreement. Once the agreement is terminated, then the county and municipality are both bound to the coordination requirements for an interlocal agreement and that the apportionment of funds between the county and municipality is subject to either a developer traffic study or the adopted local government mobility plan after October 1st, 2025.

The City of DeBary and Palm Beach County currently have an interlocal agreement that stipulates the City will collect the County's transportation impact fee. Upon adoption of a City mobility fee, the City may notify the County that it intends to no longer collect the County's transportation impact fee and may enter into an updated interlocal agreement with the County to address impacts on County Roads.

The City's Mobility Plan update and its draft Mobility Fee address impact to City, County, and State Roads. The share of Mobility Plan projects on County Roads is roughly 5% of the overall City Mobility Plan. The implementing ordinance will stipulate that the update of the Mobility Plan and Mobility Fee should start no later than four years from the date of adoption and be adopted within five years from the last update. Thus, the share of County projects may change in the future as part of updates to the Plan and Fee.

Should the City elect to move forward with its Mobility Fee, it should send notice to the County that they will no longer require development to pay the County's transportation impact fee. All transportation related mitigation fees would be paid to the City within the limits of the mobility plan and fee study area. Outside of the study area, the City would still collect the County fee and implement transportation concurrency until such time as the City elects to develop and adopt a Citywide Mobility Plan and Fee.

The City would provide the County with a new interlocal agreement to reflect HB 479. Note, the City of Palm Beach Gardens has already notified the County that is would no longer collect the County's transportation impact fee or implement transportation concurrency within the areas of the City east of the Beeline Highway where that City has adopted a Mobility Plan and Mobility Fee. NUE Urban Concepts is assisting the City with development of a Citywide Mobility Plan and Mobility Fee.

The City of West Palm Beach has provided notice to the County that it no longer intends to collect the County's transportation impact fee. The City has indicated that they intend to develop a City Mobility Plan and Mobility Fee. It is recommended that the City's legal counsel reach out to the legal counsel for Palm Beach Gardens and West Palm Beach prior to taking any formal action.

Once the City determines if it wants to move forward with an update of its Mobility Plan and adoption of a Mobility Fee, it should formally notify the County that it intends to adopt a Mobility Plan and Mobility Fee within the Mobility Study Area, and that the City intends to only collect its Mobility Fee. The notice should also state that the City will work in a cooperative manner to advance the Mobility Plan projects on County Roads within the City and provide a share of funding equivalent to the share of cost the projects represent in comparison to all of the projects identified in the City's Mobility Plan.

If the City were to move forward with a Mobility Plan and Mobility Fee for the remainder of the City, there would be a need for additional travel demand modeling, origin and destination analysis, and updated traffic counts on City, County, and State Roads. The ITE Trip Generation Manual is also being updated in summer of 2025. The City, as part of the mobility plan and mobility fee, may want to consider collecting city specific trip generation rates or time any update to coincide with new trip generation rates. It should be noted that the majority of major roads west of the Mobility Study Area are County Roads and that a larger share of collected Mobility Fees would likely need to be allocated to the County.

Upon review of the updated Mobility Plan and proposed Mobility Fee, should the City elect to move forward, it would need to develop an implementing ordinance for the Mobility Plan and Mobility Fee. The City's Comprehensive Plan will need to be amended to reflect the Mobility Plan and Mobility Fee.

The City would need to send notice to the County of its intent related to the Mobility Plan and Mobility Fee. The City would also want to start discussions with the County on development of a new interlocal agreement related to the Mobility Fee and the share to be set aside for the funding of County projects identified in the Mobility Plan.

NUE Urban Concepts has assisted the Cities of Longwood and Oviedo develop a mobility plan and mobility fee to replace Seminole County's mobility fee. In 2023, Indiantown and Martin County agreed to a 70% Village and a 30% County mobility fee, and the County agreed to spend the 30% in the Village on County Roads based on the mobility plan and mobility fee developed by NUE Urban Concepts. Altamonte Springs and Port St. Lucie are having NUE Urban update the mobility plans and fees, both of the adopted versions were developed by NUE Urban, to update their interlocal agreements with their respective Counties. The Village of Palm Springs and the City of Palm Beach Gardens have engaged NUE Urban to develop or update their plans and fees to implement HB 479.

The adoption of HB 479 provides the City with the opportunity to adopt a Mobility Fee, based on an updated Mobility Plan, within the Mobility Study Area. The City would determine how, where, and when Mobility Fee are expended within the City. Development within the City has contributed substantial transportation impact fees to the County over the last 20 plus years with few improvements constructed within the City relative to the amount of fees paid by new development. Adoption of a Mobility Fee would provide the City with the opportunity to ensure fees paid by new development are expended with the City to the benefit of City residents and businesses that paid the Mobility Fee.

Sincerely,



Jonatan B. Paul, AICP Principal
NUE Urban Concepts, LLC

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/ 4/2025

Proposed Resolution No. R25-037- Approve the Settlement and Release for $200,000 in connection with claim nos. 0636004 and 06370097 for Workers Compensation injuries that occurred on October 23, 2022 and September 21, 2024.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-037.

Explanation of Request: The Code of Ordinances of the City of Boynton Beach, Florida, provides that the settlement of all claims in excess of $50,000 requires approval of the City Commission.

Mr. Kromrey has two open workers compensation claims stemming from incidents on October 23, 2022 and September 21, 2024 that occurred within the course and scope of his employment. A Conditional Settlement Agreement and Release was reached with Mr. Kromrey in the amount of $200,000 in exchange for a general release of all claims for past and future benefits, including all attorney's fees and costs.

How will this affect city programs or services? N/A

Budgeted Item: Yes

Account Line Item and Description: 522-1710-519-49-25

Fiscal Impact: The full settlement cost would be funded from the Risk Management Workers Compensation budget line.

If the settlement is not approved, Risk Management would be responsible to continue to cover all authorized medical treatment in connection to Mr. Kromrey's open claims.

Attachments:
R25-037 Agenda_Item_2726-2025_Resolution_to_approve_Settlement_and_Release_of_workers_comp_claim_nos_06360
Exhibit A Agreement_Redacted.pdf
Exhibit B Release.pdf

RESOLUTION NO. R25-037

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE CONDITIONAL SETTLEMENT AGREEMENTS AND RELEASES OF CLAIM NUMBERS 0636004 AND 06370097; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Code of Ordinances of the City of Boynton Beach, Florida, provides that the authority for settlement of all claims in excess of $50,000 shall require approval of the City Commission by formal resolution; and

WHEREAS, the Claimant brought two workers' compensation claims for damages stemming from incidents on October 23, 2022, and on September 21, 2024, both of which occurred within the course and scope of his employment, to wit: Claim Numbers 0636004 and 06370097; and

WHEREAS, A Conditional Settlement Agreement and Release was reached with Claimant in the total amount of $200,000 in exchange for general release of all claims for past and future benefits, including attorney's fees and costs; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, deems it to be in the best interests of the citizens and residents of the City of Boynton Beach to approve the Conditional Settlement Agreement and Release of Claim Numbers 0636004 and 06370097 totaling $200,000.

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 the Conditional Settlement Agreements and Releases totaling $200,000 in connection with Claim Numbers 0636004 and 06370097, attached as "Exhibit A" and "Exhibit B," respectively.

SECTION 3. The City Attorney shall forward the Final Order Approving Settlement to the Clerk once approved by the Judge of Compensation Claims.

SECTION 4. The fully executed Conditional Settlement Agreements and Releases, and Final Order Approving Settlement shall be retained by the City Clerk as public records of the City.

SECTION 5. This Resolution shall become effective as provided by law.

PASSED AND ADOPTED this _____ day of February 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

CONTINGENT SETTLEMENT AGREEMENT AND RELEASE

Employee/Claimant:
[redacted]

OJCC Case No. 23-029661KAH

Employer:
City of Boynton Beach
100 East Ocean Avenue
Boynton Beach, FL 33435

Claim No. 06360004

Carrier/Servicing Agent:
Commercial Risk Management, Inc.
P.O. Box 18366
Tampa, FL 33679

Date of Accident: 10/23/2022

THIS AGREEMENT, subject to the terms and conditions as set forth below, is intended to be a complete, entire and final release and waiver of any and all rights, to any and all benefits, past, present and future, that the Employee/Claimant, Aaron Kromrey, is, or may be, entitled to under Chapter 440, Florida Statutes, (as more fully set forth below), and any other actions, claims, demands, or causes of actions, whatsoever, that the Employee/Claimant may have against the Employer, City of Boynton Beach, and the Carrier/Servicing Agent, Commercial Risk Management, Inc., hereinafter, Employer/Carrier/Servicing Agent. This agreement is contingent on and subject to approval of the Boynton Beach City Commission.

I. TERMS OF WORKERS' COMPENSATION SETTLEMENT AGREEMENT AND RELEASE PURSUANT TO 440.20(11)(c)(d) & (e) (2013):

A. TOTAL SETTLEMENT AMOUNT:

The Employer/Carrier/Servicing Agent will pay to the Employee/Claimant, in a lump sum, the amount of **$199,900.00**, plus an additional **$100.00** as consideration

for a general release in favor of the Employer, payment of which will be issued within thirty (30) days from the date of Certificate of Service on the Order approving the Motion for Approval of Attorney's Fee and Allocation of Child Support Arrearage for Settlement under Section 440.20(11)(c)(d) & (e). It is understood and agreed by the parties that the terms of this agreement are binding and fully enforceable.

B. ALL BENEFITS RESOLVED:

Payment of the aforementioned lump sum is in full satisfaction of the obligation or liability of the Employer/Carrier/Servicing Agent to pay any benefits of whatever kind or classification available under the Florida Workers' Compensation Law, including, but not limited to, temporary total and temporary partial disability benefits, impairment benefits, permanent total disability benefits, permanent total supplemental benefits, supplemental benefits, wage loss benefits, rehabilitative temporary total disability benefits, vocational benefits, required to be provided by the Employer, death benefits, attorney's fees, past, present and future medical benefits, attendant care, prescriptions, orthotics, prosthetics, transportation, or any other benefits contemplated under Florida Statute 440 relating to any and all injuries or occupational diseases arising on account of or in connection with accidents, occurrences, incidents, exposures, or events, which took place on or about 10/23/2022, 08/20/2024, and 9/21/2024. For the avoidance of doubt, this agreement applies to any and all injuries or occupational diseases the Employee/Claimant suffered or developed during the course of his employment with the Employer.

The Employee/Claimant acknowledges by his signature below, that upon payment of the consideration referenced in paragraph I.A. herein, he waives all entitlement to any and all further Workers' Compensation benefits and that the Employer/Carrier/Servicing Agent will be fully and forever discharged and released from the obligation or liability to pay any and all benefits of whatever kind or classification payable under the Florida Workers' Compensation Law.

The Employee/Claimant stipulates, and the parties agree, that this Settlement Agreement and Release shall constitute an election of remedies by the Employee/Claimant with respect to the Employer/Carrier/Servicing Agent herein. As a result of accepting the above referenced sum, the Employee/Claimant relinquishes all rights for recovery for negligence, intentional torts, employer liability under workers' compensation law, bodily injury and any other potential claims arising under the workers'

compensation law and employers' liability policy (including, but not limited, Part II/Coverage B).

The undersigned Employee/Claimant accepts and assumes all risk, chance, or hazard that said injuries, damages, manifestations or losses are now or may become greater, more numerous or more extensive than is now know, anticipated or expected; and the undersigned Employee/Claimant agrees that this release applies to all injuries, damages, manifestations or losses of every kind and character which have arisen, or which may hereafter arise, even though now unknown, unanticipated or unexpected. The undersigned Employee/Claimant hereby acknowledges full responsibility for all future medical benefits.

C. ATTORNEYS FEES:

1. FEES/COSTS PAID BY THE EMPLOYEE/CLAIMANT:

The Employee/Claimant will pay to his attorneys the sum of **$49,975.00**, out of the above settlement. The attorney fee shall be allocated as follows: **$37,481.25** to his current attorney, Tonya Oliver, Esq., and **12,493.75** to his prior attorney, Lyle Masnikoff, Esq. Additionally, the Employee/Claimant shall pay the sum of **$100.00** in costs to his current attorney, and the sum of **$405.87** in costs to his prior attorney. The fee and non-taxable costs shall be paid from the settlement proceeds, thereby making the net settlement amount **$149,519.13**.

D. CHILD SUPPORT ARREARAGE:

The Employee/Claimant agrees that, if there is any outstanding child support, it shall be deducted from the Employee/Claimant's net settlement proceeds pursuant to the Motion for Attorney Fee Approval and Child Support Allocation. Any payments to child support shall be made by the Claimant's Counsel from the Employee/Claimant's net settlement proceeds. The Employer/Carrier/Servicing Agent shall in no way be responsible for any child support owed by the Employee/Claimant. The Employee/Claimant also stipulates and agrees that the Employer/Carrier/Servicing Agent shall be indemnified and held harmless against any action brought by any third party for payment of child support arrearage.

E. THIRD PARTY LIENS

The Employer/Carrier/Servicing Agent does not waive any lien rights pursuant to Florida Statute 440.39 and the lump sum benefits paid herein shall be included in the amount thereof. The Employee/Claimant agrees to give written notification to the Employer/Carrier/Servicing Agent or their attorney as to the filing of any suit against third parties arising out of the accident or injuries giving rise to this claim and to advise as to any recovery received from third parties arising out of the accident or injuries which are the subject matter of this claim. The Employee/Claimant further agrees that no proceeds from any third-party claim shall be disbursed prior to satisfaction of the Employer/Carrier/Servicing Agent's lien.

II. STIPULATED FACTS:

A. MEDICAL CARE:

The Employee/Claimant understands and acknowledges that the Employer/Carrier/Servicing Agent will continue to pay for the Employee's care through the date the Boynton Beach City Commission approves the settlement agreement; however, this only covers care from authorized providers for conditions related to the industrial accident. Medical bills payable under this provision will be paid pursuant to fee schedule once submitted upon proper forms.

In addition, the Employer/Carrier/Servicing Agent agrees to reimburse the Employee/Claimant up to $6,000.00 for any receipts or co-payments for treatment related to his industrial accidents or occupational diseases.

B. INDEMNITY BENEFITS:

The Employee/Claimant acknowledges that the Employer/Carrier/Servicing Agent will continue to pay indemnity (a) at the current rate for up to thirty days following approval of the agreement by the Boynton Beach City Commission or (b) until the date the Judge of Compensation Claims approves the Order on attorney's fees, whichever comes first.

III. SPECIFIC WAIVERS AND REPRESENTATIONS:

A. WAIVER OF RIGHT TO HAVE CASE HEARD BY JUDGE OF COMPENSATION CLAIMS AND RIGHT TO BRING PETITION FOR MODIFICATION:

The Employee/Claimant understands that he does hereby relinquish the right to have any unresolved conflicts or disputes involving the right to monetary compensation benefits, impairment benefits, death benefits, attorney's fees, past due medical benefits, future medical benefits, and rehabilitation benefits heard and decided by the Judge of Compensation Claims. The Employee/Claimant also understands that this Settlement Agreement and Release shall not be reviewed by the Judge of Compensation Claims in accordance with Florida Statute section 440.20(11)(c). In addition, the Employee/Claimant also understands that the Order approving the Motion for Approval of Attorney's Fee and Allocation of Child Support Arrearage for Settlement under Section 440.20(11)(c)(d) & (e) is not an award under the Florida Workers' Compensation Act and is not subject to modification or review.

B. WAIVER OF PENALTIES AND INTEREST:

The Employee/Claimant does hereby waive any right he may have to any and all penalties and/or interest on account of the alleged accident or occupational disease referenced herein.

C. RIGHT TO FUTURE MEDICAL CARE CLOSED:

As provided under Florida Statutes section 440.20(11)(c), the lump sum payable herein will fully discharge and satisfy the Employer/Carrier/Servicing Agent's liability and the Managed Care provider's liability, to provide future remedial and palliative medical care under Florida Statute section 440.13 and 440.134, including, but not limited to, follow up examinations, pain medication, diagnostic testing, attendant care, and surgery. The Employer/Carrier/Servicing Agent and the Managed Care Provider shall no longer be liable for any medical benefits resulting from the alleged accident or occupational disease referenced herein. Any further/future medical expenses will be the sole responsibility of the Employee/claimant. The Employee/Claimant agrees to notify his treating physicians' that he is now alone fully financially responsible for any and all medical care and treatment.

The Employee/Claimant has considered or had the opportunity to consider any and all reports submitted by medical providers and rehabilitation providers. In addition, the Employee/Claimant has consulted with or had the opportunity to consult with medical providers and rehabilitation providers. The Employee/Claimant stipulates and agrees that he has determined that the amount of money being proposed to settle medical care and treatment is reasonable and adequate to meet the Employee/Claimant's future medical needs, in connection with the accident, occurrence, incident, exposure or event, which took place on or about 10/23/2022.

D. ALL KNOWN ACCIDENTS, INJURIES AND OCCUPATIONAL DISEASES REVEALED AND ALL PENDING CLAIMS AND/OR PETITIONS FOR BENEFITS WITHDRAWN AND/OR ACTIONS WAIVED:

The Employee/Claimant represents and affirms that all accidents, injuries, and occupational diseases known to have occurred or sustained while employed by City of Boynton Beach, have been revealed to the Employer/Carrier/Servicing Agent. All pending Claims/Petitions for Benefits are hereby voluntarily withdrawn and dismissed, with prejudice. It is stipulated and agreed that no accidental injuries or occupational diseases other than that specifically mentioned herein have been sustained, while the Employee/Claimant was employed at City of Boynton Beach. This settlement represents a settlement of any and all claims or actions that may arise from the accident referenced herein and any claims or actions that may have arisen out of the Employee/Claimant's employment with City of Boynton Beach, whether reported or unreported.

As part of this settlement, the Employee/Claimant further specifically agrees to release and discharge the Employer, City of Boynton Beach, its officers, agents, servants, employees, directors, successors, assigns, and any other person or entity so connected to the Employer, of any and all claims relating to retaliatory discharge under section 440.205, Florida statutes.

In addition, as further consideration for such payment, the Employee/Claimant agrees and does hereby release, discharge, and surrender any and all claims, whether or not asserted, against the Employer, City of Boynton Beach, or its Servicing Agent, or any of their officers, agents, servants, employees, directors,

successors, assigns, and any other person or entity so connected to the Employer and/or Servicing Agent, of any nature whatsoever, without limitations thereof.

E. EMPLOYER/CARRIER/SERVICING AGENT'S PAYMENT OF PAST MEDICAL BILLS:

The Employer/Carrier/Servicing Agent agrees to pay, in accordance with the Workers' Compensation Fee Schedule, any bills for treatment causally related to the work accident or occupational disease, from authorized health care providers/facilities, for dates of service as outlined above. The Employer/Carrier/Servicing Agent will pay for such services upon receipt of the authorized treating physician's bills, submitted upon proper form.

The Employer/Carrier/Servicing Agent does not agree to pay any bills from unauthorized health care providers/facilities and the Employee/Claimant stipulates and agrees that he is solely responsible for resolving and satisfying any liens or attachments filed by any such health care provider/facility that was not authorized by the Employer/Carrier/Servicing Agent. The Employee/Claimant also stipulates and agrees that he is not aware of any liens or attachments, filed by any health care provider/facility not authorized by the Employer/Carrier/Servicing Agent. Moreover, the Employee/Claimant stipulates and agrees that the Employer/Carrier/Servicing Agent shall be indemnified and held harmless, against any action brought by any third party for payment of past medical bills for medical treatment not authorized by the Employer/Carrier/Servicing Agent.

The Employee/Claimant stipulates and agrees that he is not aware of any liens or attachments, filed by any health care provider/facility or Medicare, including Medicare Advantage Organizations, its assignees, and/ or its subcontractors, or Medicaid not authorized by the Employer/Carrier/Servicing Agent. Moreover, the Employee/Claimant stipulates and agrees that the Employer/Carrier/Servicing Agent shall be indemnified and held harmless against any action brought by any third party for payment of past medical bills for medical treatment not authorized by the Employer/Carrier/Servicing Agent. The Employee/Claimant shall be responsible for any Medicare, including Medicare Advantage Organizations, its assignees, and/ or its subcontractors, or Medicaid liens.

F. FULL AND COMPLETE KNOWLEDGE:

The Employee/Claimant acknowledges that he has full and complete knowledge of all pertinent and material facts in the instant claim and it is his desire to settle this claim, fully and finally, consistent with and under the provisions of Section 440.20 of the Florida Statutes. The Employee/Claimant has entered into this agreement after full discussion and consideration of the matter and with full knowledge of the reports and opinions of the Employee/Claimant's treating physicians and rehabilitation counselors, as well as the Employee/Claimant's own estimate of his physical condition. The Employee/Claimant further represents that his rights under the Florida Workers' Compensation Law have been explained to his satisfaction and that he made independent inquiry concerning the reasonableness of the settlement and medical and disability status or has waived the opportunity to do so.

The Employee/Claimant understands that if this case were not settled, the Employee/Claimant would have a period of time following the date of last payment of compensation or furnishing of medical care in which to make a further claim against the Employer/Carrier/Servicing Agent herein because of injuries suffered in this accident. The Employee/Claimant feels it is advantageous and in his best interest to terminate this litigation and accept the settlement agreed to hereunder in full and final adjudication and settlement of this claim to compensation and medical benefits. The Employee/Claimant understands that the Employer/Carrier/Servicing Agent also waives substantial rights in settling this claim. The Employee/Claimant also understands that if he initiates legal proceedings pertaining to this Settlement Agreement and Release, after the Judge of Compensation Claims approves that Motion for Approval of Attorney's Fees and Allocation of Child Support Arrearage for settlement under Section 440.20(11)(c)(d) & (e), the Employee/Claimant shall be liable to the Employer/Carrier/Servicing Agent for all its' expenses, including reasonable attorney's fees incurred during the proceeding.

As a further consideration and inducement for this compromise settlement, the undersigned Employee/Claimant agrees to indemnify, protect, and hold harmless all the parties named in this Settlement Agreement and Release and all other persons, firms, and corporations whomsoever, from all judgments, costs, attorney's fees and expenses whatsoever arising on account of any action, claim or demand including but not limited to the following: all claims for subrogation, workers' compensation liens, bills and any and all claims under any Federal, State or local income disability act; any claim under the

Americans with Disabilities Act; any other public programs providing medical expenses, disability payments or other similar benefits; any and all claims under Medicaid, Medicare, including Medicare Advantage Organizations, its assignees, and/ or its subcontractors; any and all claims for reimbursement or subrogation under any group medical policy, individual medical policy or any health maintenance organization; any and all claims for reimbursement or subrogation under any health, sickness, or income disability insurance, automobile accident insurance, and any other similar insurance that provides health benefits or income disability coverage; any and all claims for reimbursement or subrogation under any contract or agreement with any group, organization, partnership or corporation which provides for the payment or reimbursement of medical expenses or wages during the period of disability; and any and all actions, claims, demands whatsoever of any type or nature which may hereafter be brought or asserted against the parties named in this Settlement Agreement and Release, on account of any injury, loss or damage resulting from the accident, occurrence, incident or event aforesaid.

The undersigned Employee/Claimant warrants that no promise or inducement not herein expressed has been made; that in executing this Release the undersigned Employee/Claimant is not relying upon any statement or representation made by any person, firm or corporation hereby released or any agent, physician or doctor or other person representing them or any of them concerning the nature, extent or duration of the injuries, losses or damages here involved or the legal liability therefore, or concerning any other thing or matter; that the payment of the above-mentioned sum is in compromise and in full satisfaction of the aforesaid actions, claims and demands whatsoever; that the undersigned Employee/Claimant is over the age of twenty-one (21) years and legally competent to execute this Settlement Agreement and Release and that the undersigned Employee/Claimant is fully informed of the contents of this Settlement Agreement and Release and signs it with full knowledge of its meaning.

G. VOLUNTARY SETTLEMENT:

The Employee/Claimant understands that he, like the Employer/Carrier/Servicing Agent, does not have to settle and is doing so freely, voluntarily and with no duress or coercion from anyone. The Employee/Claimant also affirms that he is mentally competent and understands all of the terms of this agreement and the consequences therefrom and further has had advice of counsel, with whom the Employee/Claimant is satisfied. The Employee/Claimant further understands that he has

the right to take any claims/petition for any Workers' Compensation benefits to a hearing to have said claim/petition heard by a Judge of Compensation Claims and that by settling, gives up that right permanently. The Employee/Claimant represents that he has read this Settlement Agreement and Release and hereby acknowledges that he understands and accepts all of the terms and conditions herein and that he has done so with the advice of counsel.

H. MEDICARE CONSIDERATIONS:

Pursuant to Federal Regulations, and in accordance with internal guidelines issued by the Centers for Medicare and Medicaid Services ("CMS"), Medicare's interests must be considered in a workers' compensation settlement where a claimant is already a Medicare beneficiary and the total settlement amount is greater than $25,000.00; or in such cases wherein there is a reasonable expectation that the claimant will be eligible to receive Medicare benefits within thirty (30) months of the settlement date and the anticipated total settlement amount is expected to be $250,000.00 or greater. In the present matter, there is no reasonable evidence that the Employee/Claimant is currently a Medicare beneficiary or will become a Medicare beneficiary, including a beneficiary of a Medicare Advantage Plan, prior to the effective date of this Settlement Agreement and Release. Specifically, the Employee/Claimant affirms and states that the Employee/Claimant is not current receiving any Medicare benefits, including benefits under a Medicare Advantage Plan, will not become a Medicare beneficiary prior to the effective date of this Settlement Agreement and Release, and the settlement is under $250,000.00. In addition, the Employer/Carrier/Servicing Agent have received no notice from Medicare, including Medicare Advantage Organizations ("MAOs"), their assignees, and/ or their subcontractors, CMS or any other third party that the Employee/Claimant is a Medicare beneficiary, including a beneficiary of Medicare Advantage Plan, or will become a Medicare beneficiary prior to the effective date of this Settlement Agreement and Release.

The parties have not considered the receipt of any Medicare, including MAOs, their assignees, and/ or their subcontractors, or Medicaid assistance for the purpose of an alternative means of medical recovery pursuant to negotiations. The settlement reached herein has been based upon the full anticipated value of future workers' compensation indemnity and medical benefits exposure offset by future

uncertainty as to the nature and extent of the Employee/Claimant's entitlement to these benefits, and available statutory defenses.

In the event of Medicare, including MAOs, their assignees, and/ or their subcontractors, or CMS make a claim for past or future Medicare benefits, Medicare Advantage Plan benefits, Medicaid asserts a lien, or there are any child support liens, arrearages, orders, obligations or claims, on any part of this settlement, the Employee/Claimant agrees to fully and completely indemnify, defend and hold harmless the Employer/Carrier/Servicing Agent against any resulting obligation, claim, penalty, fine, or lien. The Employee/Claimant expressly agrees to accept full liability for any prior attorney liens for representation or benefits acquired for the Employee/Claimant in relation to the industrial accident(s) and the Employee/Claimant's counsel agrees to hold settlement proceeds in trust until any prior attorney lien, if any, is resolved.

The Employee/Claimant acknowledges that the Employee/Claimant has not relied on any representations, advice or counsel of the Employer/Carrier/Servicing Agent, their attorneys, agents or adjusters regarding the Employee/Claimant's entitlement to Social Security, Medicare, Medicare Advantage Plan, or Medicaid benefits or the impact the terms of this Settlement Agreement and Release may have on such benefits. The Employee/Claimant further acknowledges that any decision regarding entitlement to Social Security, Medicare, Medicare Advantage Plan, or Medicaid benefits, including the amount and duration of payments and offset or reimbursement for prior or future payments is exclusively within the jurisdiction of the Social Security Administration, The United States Government, and the United States Federal courts and is determined by Federal Law. As such, the United States Government is not bound by all the terms of this agreement. The Employee/Claimant has been advised of his right to seek assistance from legal counsel of his choosing or directly from the Social Security Administration or other governmental agencies regarding the impact this agreement may have on the Employee/Claimant's present or future entitlement to Social Security, Medicare, Medicare Advantage Plan, Medicaid, or other governmental benefits. Notwithstanding the foregoing, the Employee/Claimant desires to enter into the terms of this Agreement and release of claims.

This Settlement Agreement and Release was signed by the Employee/Claimant on this 27 day of 01, 2025, and by the attorney for the Employee/Claimant on this 27 day of 01, 2025, and by the attorney for the Employer/Carrier/Servicing Agent on this 27 day of 01, 2025.

Aaron Kromrey, Claimant

1/27/25

Tonya Oliver, Esquire
Attorney for Employee/Claimant
Ms. Tonya Oliver
Oliver & Fox, P.A.
13031 West Linebaugh Ave., Suite 102
Tampa, FL 33626
813-375-9400

Alison J. Schefer, Esquire
Attorneys for Employer/Carrier/Servicing Agent
SCHEFER PETRIC & SIMPSON
1645 Palm Beach Lakes Blvd Suite 350
West Palm Beach, FL 33401
561-537-8040

STATE OF ~~FLORIDA~~ SC

COUNTY OF Richland

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of 01, 2025 by Aaron Kromrey, [ ] who is personally known to me or [X] who has produced FL DL as identification

SWORN TO AND SUBSCRIBED before me, by means of ☒ physical presence or ☐ online notarization, this 29 day of 01, 2025.

Aaron Kromrey

NOTARY PUBLIC, State of ~~Florida~~ SC

My Commission Expires: 11-19-2029

(Print, Type or Stamp Commissioned Name of Notary Public)

ATDHE SADIKU
Notary Public - State of South Carolina
My Commission Expires November 19, 2029

CONTINGENT CONFIDENTIAL SEPARATION AGREEMENT AND GENERAL RELEASE

This Confidential Separation Agreement and General Release ("Agreement") is entered into by and between Aaron Kromrey ("EMPLOYEE") and City of Boynton Beach (the "EMPLOYER").

WHEREAS, EMPLOYEE was employed by the EMPLOYER as a police officer;

WHEREAS, EMPLOYEE medically separated from his employment with the EMPLOYER, effective October 25, 2024;

WHEREAS, the parties wish to enter into a Confidential Separation Agreement and General Release memorializing the terms of EMPLOYEE's separation.

NOW, THEREFORE, in consideration of their mutual promises and other good and valuable consideration, EMPLOYEE and the EMPLOYER, intending to be legally bound, agree to the following:

1. **Separation of Employment.** Effective October 25, 2024 ("Separation Date"), EMPLOYEE medically separated from his employment with the EMPLOYER, due to his work-related injuries and inability to perform his job duties as a law enforcement officer due to such injuries.

2. **Full and General Waiver of All Rights and Claims.** EMPLOYEE hereby knowingly and voluntarily releases, waives, and forever discharges any and all claims, rights, demands, actions, or causes of actions, of any kind whatsoever, known or unknown, foreseen or unforeseen, foreseeable or unforeseeable, and any consequences thereof, which EMPLOYEE has or may have against the EMPLOYER (including but not limited to, its current and former members, shareholders, partners, attorneys, employees, agents, affiliates, successors and assigns) from the beginning of the world until the date of execution of this Agreement, including, but not limited to, any claim(s) under:

- Title VII of the Civil Rights Act of 1964;
- The Civil Rights Act of 1991;
- The Florida Civil Rights Act of 1992;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Constitutions of the United States and the State of Florida;
- The Age Discrimination in Employment Act;
- The Older Workers Benefit Protection Act;
- Florida Wage and Hour laws;
- Florida and federal whistle-blower laws, including § 112.3187, Florida Statutes;
- The Internal Revenue Code;
- The Rehabilitation Act;
- The Consolidated Omnibus Budget Reconciliation Act;
- The Immigration Reform and Control Act of 1986;
- The Americans with Disabilities Act of 1990;

- The Fair Labor Standards Act;
- The Equal Pay Act of 1963;
- The Family and Medical Leave Act of 1993; or
- The Families First Coronavirus Response Act; or
- Any other federal, state, or local civil or human rights law or any other federal, state, or local law, regulation, or ordinance.

EMPLOYEE also acknowledges and agrees that this release and waiver bars any claim or demand for unpaid wages, damages, costs, fees, or other expenses, including attorneys' fees, incurred in connection with EMPLOYEE's employment with the EMPLOYER, EMPLOYEE's resignation from that employment, or with any of the above-referenced claims. EMPLOYEE has reported all hours worked for the EMPLOYER and stipulates he has been paid for all hours or other increments of time during he employment with the EMPLOYER. EMPLOYEE understands and agrees that with respect to the claims EMPLOYEE is waiving in this Agreement, EMPLOYEE is waiving not only the right to recover money or other relief in any action EMPLOYEE might institute, but also that EMPLOYEE is waiving any right to recover money or any other relief whatsoever in any action that might be brought on EMPLOYEE's behalf by any other person or entity, including but not limited to, the United States Equal Employment Opportunity Commission or any other federal, state or local government agency or department.

EMPLOYEE understands that the foregoing list of causes of action, which have been waived, is meant to be illustrative rather than exhaustive, and understands and acknowledges that EMPLOYEE is waiving and releasing the EMPLOYER from any and all causes of action of any nature whatsoever. It is EMPLOYEE's intention to fully, finally and forever resolve and release any and all disputes EMPLOYEE may have or believe to have against the EMPLOYER with respect to any alleged acts occurring before the Effective Date of this Agreement, whether those disputes presently are known or unknown, suspected or unsuspected.

EMPLOYEE retains all vested benefits in accordance with his longevity of service as any other similarly situated retiree. EMPLOYEE's service-connected pension application is currently pending. He understands that should he be awarded workers compensation benefits/settlement, service-connected pension, and potentially Social Security Disability benefits, his pension benefit may be reduced to the extent that the total of the benefit from the pension plan, workers compensation, and SSDI exceeds 100% of his basic earning as of the date of disability. In no event shall the benefit/offset be reduced below 42% of the Average Final Compensation.

3. **Waiver of Employment and Agreement Not to Reapply for Employment**

EMPLOYEE stipulates and agrees this Agreement memorializes his separation from employment with City of Boynton Beach, which was for reasons unrelated to his pursuing workers compensation benefits. Claimant hereby waives any right to reinstatement or reemployment and agrees not to apply for, solicit, seek, or otherwise attempt to obtain employment with or volunteer with the EMPLOYER or any of its related entities and further agrees that EMPLOYER is not or will not be at any time under any obligation to employ him. EMPLOYEE further stipulates and agrees that he was properly paid for all hours that he worked prior to his separation from the EMPLOYER.

4. **Covenant Not to Sue.** EMPLOYEE represents and agrees that EMPLOYEE will not hereinafter pursue, initiate, or cause to be instituted any dispute released herein against the EMPLOYER, and represents that EMPLOYEE has not heretofore assigned or transferred, or purported to have assigned or transferred, to any entity or person, any dispute released by him herein.

5. **Consideration.** In consideration for EMPLOYEE's signing this Agreement, the EMPLOYER agrees to provide EMPLOYEE with severance pay in the amount of **$100.00**, which severance pay is being paid upon the execution of this Agreement. The parties agree and acknowledge that the Severance Pay constitutes good, valuable and sufficient consideration for EMPLOYEE's full waiver and release of all claims, and EMPLOYEE's fulfilling all other promises as set forth herein. EMPLOYEE acknowledges that without this Agreement EMPLOYEE would not otherwise be entitled to the consideration EMPLOYEE is receiving pursuant to this Agreement.

6. **Confidentiality.** EMPLOYEE recognizes that, as a result of EMPLOYEE's employment with the EMPLOYER, EMPLOYEE has had access to Confidential Information as defined below, which is a valuable asset of the EMPLOYER and which, if disclosed or used without authorization, could cause irreparable harm to the EMPLOYER. Therefore, EMPLOYEE agrees that, except as required by a lawful order of a court of competent jurisdiction or to the extent that EMPLOYEE has written authorization from the EMPLOYER, EMPLOYEE will not, at any time or in any manner whatsoever, either directly or indirectly, reveal, divulge, disclose, or communicate to any person, EMPLOYER, or corporation or use for EMPLOYEE's benefit or for the benefit of others any Confidential Information.

For purposes of this Agreement, "Confidential Information" shall include, any confidential proprietary information concerning any matters affecting or relating to the business of the EMPLOYER, regardless of whether it constitutes a trade secret, including but not limited to: (a) any information concerning the identity or needs of the EMPLOYER's clients or prospective clients; (b) any information concerning the business of the EMPLOYER, its method of business, manner of operation, its finances, plans, processes, products, techniques, marketing strategies, computer programs or other data; (c) any information regarding the identity of the EMPLOYER's vendors or their accounts; (d) any other information or documents which EMPLOYEE has been told or reasonably ought to know that the EMPLOYER regards as confidential; or (e) information constituting a trade secret under Florida law.

EMPLOYEE agrees he will not at any time, in any fashion, form or matter, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever any information of any kind, nature or description concerning any matter affecting or relating to EMPLOYER or business of EMPLOYER, including without limiting the generality of the foregoing, the names and addresses of any EMPLOYER customers, patients, prices of goods and services or any other information of, about or concerning the business of EMPLOYER, its manner of operation, its plans, processes or other data of any kind, nature or description without to whether any or all of the foregoing matters would be deemed confidential, or important, the parties hereto stipulating that as between them, the matters are important, material and confidential

and gravely affect the effective and successful conduct of the business of EMPLOYER and its goodwill.

EMPLOYEE also agrees to keep confidential and not disclose, either directly or indirectly, the terms of this Agreement other than to EMPLOYEE's legal counsel, tax advisor and/or members of EMPLOYEE's immediate family. In the event that EMPLOYEE discloses any information about this Agreement to EMPLOYEE's legal counsel, tax advisor and/or members of EMPLOYEE's immediate family, EMPLOYEE agrees to inform such persons of the confidential nature of the Agreement and, to the extent of EMPLOYEE's control or force or application of law, bind said persons to this provision.

7. **Neutral Reference.** The EMPLOYER agrees to respond to any requests for references regarding EMPLOYEE's employment with the EMPLOYER by providing a neutral reference concerning EMPLOYEE's dates of employment and job title with the EMPLOYER.

8. **Non-Disparagement.** EMPLOYEE agrees not to engage in any conduct or make any statements (written or oral) that defame or otherwise disparage the EMPLOYER, its principals, or its employees. EMPLOYEE will refrain from making any negative, disparaging, libelous, defamatory or otherwise adverse statements or communications to any third party concerning any EMPLOYER including all officers, directors, shareholders, owners and employees of EMPLOYER.

9. **No Pending Lawsuits, Claims or Charges and Covenant Not to Sue.** EMPLOYEE represents that he does not have any charges or claims pending against EMPLOYER with any federal, state, or local agency, administrative body, or department, and does not have pending before any court any dispute of any kind against EMPLOYER. EMPLOYEE further represents and agrees that he will not hereinafter pursue, initiate, or cause to be instituted any claim, charge or dispute with any federal, state, or local agency, administrative body, or department against EMPLOYER, and represents that he has not heretofore assigned or transferred, or purported to have assigned or transferred, to any entity or person, any such charge or claim. If it is determined that EMPLOYEE has any lawsuit, charge or claim of any kind pending against EMPLOYER, he agrees to dismiss all such charges, claims and/or lawsuits with prejudice, immediately upon the effective date of this Agreement. EMPLOYEE expressly acknowledges that the confidentiality provisions of this agreement as set forth above and the covenant not to assert any charges or claims of any type with any state, federal or local regulatory authority are material terms to this agreement; and that he will faithfully abide by his agreement to keep all aspects of the business of EMPLOYER strictly confidential.

10. **Effective Date.** This Agreement will become effective upon the execution of this Agreement by both the EMPLOYEE and the EMPLOYER.

11. **COVID-19 Waiver**. EMPLOYEE agrees that he was personally responsible for his safety and actions while employed by the EMPLOYER. The EMPLOYEE agrees that he complied with all EMPLOYER policies and rules for COVID-19 safety, including but not limited to all policies, guidelines, signage, and instructions. EMPLOYEE recognizes that, by virtue of his employment with the EMPLOYER, he was at higher risk of contracting COVID-19, a coronavirus,

and/or other viral illness. With full awareness and appreciation of the risks involved, EMPLOYEE, for himself and on behalf of his family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, expressly agrees to forever release, waive, discharge, and covenants not to sue the EMPLOYER, its owners, partners, agents, servants, affiliates, employees, successors, and assigns (collectively referred to as "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by EMPLOYEE related to COVID-19, a coronavirus, and/or other viral illness, whether caused by the negligence of the Released Parties, any third-party located on EMPLOYER property, or otherwise, while employed by the EMPLOYER, participating in any activity while in, on, or around the EMPLOYER and/or while using any EMPLOYER facilities, tools, equipment, or materials.

12. **Return of Property.** EMPLOYEE agrees and understands that EMPLOYEE must return any and all EMPLOYER property in EMPLOYEE's possession before the EMPLOYER will provide EMPLOYEE with the Severance Pay and the parties acknowledge and agree that the EMPLOYER will not be required to tender the Severance Pay to EMPLOYEE until EMPLOYEE does so. EMPLOYEE further agrees not to remove or copy any files, paperwork, data, electronic data or other information of any kind that belongs to the EMPLOYER and/or that EMPLOYEE created, used or received while employment by the EMPLOYER.

13. **No Admission**. Neither this Agreement nor any provision contained herein shall constitute or otherwise be construed as an admission by the EMPLOYER of any liability, wrongdoing, violation of law or unlawful conduct by the EMPLOYER against EMPLOYEE.

14. **Governing Law and Severability.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida, with venue of any dispute in the Palm Beach County Circuit Court. If any provision of this Agreement is declared illegal or unenforceable by any court of competent jurisdiction and if it cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. The language of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly construed for or against either party. If the waiver language of this Agreement is declared unenforceable because of actions taken by EMPLOYEE or on EMPLOYEE's behalf, EMPLOYEE shall return all monies paid to EMPLOYEE under this Agreement and this Agreement shall immediately become null and void, and the EMPLOYER will owe nothing further pursuant to that Agreement.

15. **Breach of any portion of this Agreement.** In the event EMPLOYEE breaches or violates any of the terms of this Agreement, he agrees to immediately return the $100.00 consideration upon written demand. In the event of failure to return this consideration, EMPLOYER may file suit against the EMPLOYEE to recover said funds in which case employee waives all defenses and waives jury trial.

16. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties and shall supersede any and all prior agreements, understandings, whether written or oral, between the parties, except as otherwise specified in this Agreement. EMPLOYEE acknowledges

that EMPLOYEE has not relied on any representations, promises, or agreements of any kind made to EMPLOYEE in connection with EMPLOYEE's decision to sign this Agreement except for those set forth in this Agreement.

17. **Amendment.** This Agreement may not be amended except by written agreement signed by all parties.

18. **Headings.** Section headings are used herein for convenience of reference only and shall not affect the meaning of any provisions of this Agreement.

19. **Acknowledgment.** EMPLOYEE acknowledges that EMPLOYEE has carefully read and understands this Agreement consisting of Six (6) pages and agrees that the EMPLOYER has not made any representations other than those contained herein. EMPLOYEE also acknowledges that EMPLOYEE enters into this Agreement voluntarily, without any pressure or coercion and with full knowledge of its significance, and this Agreement constitutes a full and absolute settlement and bar as to any and all claims EMPLOYEE had, has, or may have against the EMPLOYER.

THE PARTIES HAVE READ, UNDERSTOOD, AND FULLY CONSIDERED THIS AGREEMENT AND ARE MUTUALLY DESIROUS OF ENTERING INTO THIS AGREEMENT. THE TERMS OF THIS AGREEMENT ARE THE PRODUCT OF COMPROMISE BETWEEN THE EMPLOYER AND EMPLOYEE. HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES SET FORTH HEREIN, AND TO RECEIVE THE BENEFITS SET FORTH ABOVE, EMPLOYEE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO RELEASE, WAIVE, AND SETTLE ALL CLAIMS EMPLOYEE HAS OR MIGHT NOW HAVE AGAINST THE EMPLOYER FROM THE BEGINNING OF TIME UNTIL THE EFFECTIVE DATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the EMPLOYEE hereto knowingly and voluntarily executed this Agreement as of the date set forth below.

Aaron Kromrey

EMPLOYEE

STATE OF ~~FLORIDA~~ SC)

COUNTY OF Richland)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of 01, 2025 by Aaron Kromrey, [ ] who is personally known to me or [ ] who has produced FL DL as identification and who has acknowledged to me that he has had the foregoing General Release and Separation Agreement read to him and that he has executed the foregoing General Release and Separation Agreement freely and voluntarily for the uses and purposes therein expressed.

SWORN TO AND SUBSCRIBED before me, by means of ☒ physical presence or ☐ online notarization, this 29 day of 01, 2025

My Commission Expires: 11-19-2029

WITNESS my hand and official seal in the County and State last aforesaid this 29 day of 01, 2025.

NOTARY PUBLIC Signature

Atdhe Sadiku

NOTARY PUBLIC Printed

ATDHE SADIKU
Notary Public - State of South Carolina
My Commission Expires November 19, 2029

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/ 4/2025

Proposed Resolution No. R25-038- Authorizing the City to apply for the Climate Smart Communities Initiative's Grant Program to advance community-based climate resilience efforts in the amount of $100,000, and if awarded, authorizing the City to accept the grant and authorizing execution of all future documents associated with the grant, subject to the approval of the City Attorney.

Requested Action:

Staff recommends approval of Proposed Resolution No. R25-038.

Explanation of Request:

The Climate Smart Communities Initiative (CSCI) from NOAA is a program designed to help local governments address the challenges of climate change by providing guidance, tools, and support for reducing greenhouse gas emissions, increasing resilience to climate impacts, and promoting sustainable development. The CSCI envisions a future where all communities in the United States have equal access to the technical resources, expertise, and information that they need to understand their vulnerability to the effects of a rapidly changing climate, and increase their ability to adapt and build resilience.

On November 21, 2024, CSCI announced a funding opportunity to help communities accelerate their climate resilience planning and projects. The grants can help communities at any step in the planning process, and include funding, as well as training and technical support. The funding, anticipated at $100,000 per award, can be used over a twelve-month period to advance activities ranging from risk assessments and community engagement to project prioritization and initial implementation. The funding will be accessible through a registered climate adaptation practitioner with whom the City will collaborate. Funding from this opportunity would assist with long-term planning for urban tree canopy and heat resilience within the City of Boynton Beach.

To be eligible for consideration, the community must be located in the United States and facing significant climate-related challenges, based on environmental as well as socioeconomic considerations. The application and the work must also be done as a collaboration between a community-based organization; a local, regional or Tribal government

partner; and a climate adaptation professional.

The initiative will be accepting grant applications until March 3, 2025, and expects to announce multiple awards in the summer of 2025.

How will this affect city programs or services?

The City of Boynton Beach is committed to the well-being and protection of its residents and finds it imperative to apply for this grant opportunity to help deploy urban tree canopy and heat mitigation projects within the City. The opportunity will allow the City to create a long-term urban tree canopy and heat mitigation strategy that meets the community's needs.

Account Line Item and Description: N/A

Fiscal Impact:

The grant offered by CSCI is expected to fund $100,000 for the development of a comprehensive tree canopy and urban heat mitigation strategy. The grant does not require match funds.

Attachments:
R25-038 Agenda_Item_2644-2025_Resolution_for_Climate_Smart_Communities_Initiative.docx
Attachment 1. NOAA Climate Smart Communities Initiative Call for Applications.pdf
Attachment 2. CSCI Funding Opportunity Overview.pdf
Attachment 3. CSCI_GrantApplication_2024.pdf

RESOLUTION NO. R25-038

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE CITY TO APPLY FOR THE CLIMATE SMART COMMUNITIES INITIATIVE'S GRANT PROGRAM TO ADVANCE COMMUNITY-BASED CLIMATE RESILIENCE EFFORTS IN THE AMOUNT OF $100,000, AND IF AWARDED, AUTHORIZING THE CITY TO ACCEPT THE GRANT, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS ASSOCIATED WITH THE GRANT; AND FOR ALL OTHER PURPOSES.

WHEREAS, in 2023 NOAA's Climate Program Office Communication, Education, and Engagement Division awarded $12.7 million in funding to advance the Climate Smart Communities Initiative ("CSCI"). In collaboration with NOAA, the CSCI is managed by a consortium of partners, including the Climate Resilience Fund, EcoAdapt, Fernleaf, Geos Institute, ICF, and the Environment, Equity, and Justice Center at NRDC. The initiative is made possible by funding from the Inflation Reduction Act and is part of NOAA's efforts to help American communities prepare, adapt, and build resilience to weather and climate events; and

WHEREAS, the CSCI from NOAA is a program designed to help local governments address the challenges of climate change by providing guidance, tools, and support for reducing greenhouse gas emissions, increasing resilience to climate impacts, and promoting sustainable development. The CSCI envisions a future where all communities in the United States have equal access to the technical resources, expertise, and information that they need to understand their vulnerability to the effects of a rapidly changing climate and increase their ability to adapt and build resilience; and

WHEREAS, on November 21, 2024, CSCI announced a funding opportunity to help communities accelerate their climate resilience planning and projects. The grants can help communities at any step in the planning process and include funding, training, and technical support. The funding, anticipated at $100,000 per award, can be used over a twelve-month period to advance activities ranging from risk assessments and community engagement to project prioritization and initial implementation. Funding from this opportunity would assist with long-term planning for urban tree canopy and heat resilience within the City of Boynton Beach; and

WHEREAS, in order to be eligible for consideration, the community must be located in the

United States and face significant climate-related challenges based on environmental and socioeconomic considerations. The application and the work must also be done as a collaboration between a community-based organization, a local, regional, or Tribal government partner, and a climate adaptation professional; and

WHEREAS, the initiative will be accepting grant applications into March 3, 2025, and expects to announce multiple awards in the summer of 2025; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to authorize the City to apply for the Climate Smart Communities Initiative's Grant Program to advance community-based climate resilience efforts in the amount of $100,000, and if awarded, authorize the City to accept the Grant and execute all future documents associated with the grant.

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, does hereby authorize the City to apply for the Climate Smart Communities Initiative's Grant Program to advance community-based climate resilience efforts in the amount of $100,000, and if awarded, authorize the City to accept the Grant.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby authorize the Mayor to execute the Grant application attached hereto as Exhibit A, and if awarded, the Grant Agreement, and any other document associated with applying for and accepting the Grant that does not otherwise increase the financial obligations of the City, subject to the approval of the City Attorney’s Office.

SECTION 4. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

An official website of the United States government. Here's How You Know

Advancing scientific understanding of climate, improving society's ability to plan and respond

The Climate Smart Communities Initiative is now accepting grant applications

November 26, 2024



The Climate Smart Communities Initiative grant applications are now open. Credit: Climate Smart Communities Initiative

The Climate Smart Communities Initiative (CSCI) recently announced that they are now accepting grant applications. The awards, estimated at $100,000 each, will help communities accelerate their climate resilience plans and projects. The funds, as well as the training and technical support that comes with each grant, can be used over a twelve-month period to advance activities ranging from risk assessments and community engagement to project prioritization and initial implementation.

To be eligible for consideration, a community must be located in the United States and facing significant climate-related challenges, based on environmental and socioeconomic considerations. For the purposes of the grant program, a community must be represented by a community-based organization and a local, regional or Tribal government entity working collaboratively, and they must complete the application in partnership with an adaptation professional.

One of the unique aspects of the initiative is the ability to connect communities and practitioners through the Registry of Climate Adaptation and Resilience Professionals. The community can complete a short community sign-up form to indicate their interest, and the program will help them find a good match from within the Registry.

The initiative will be accepting grant applications into March 2025, and expects to announce multiple awards in the summer of 2025.

- For more details on the initiative, including the benefits, the requirements, and the application, please click here.
- For more information about the Registry, including how organizations offering climate adaptation and resilience services can join and be matched with interested communities, please click here.

In 2023, NOAA's Climate Program Office Communication, Education, and Engagement Division awarded $12.7 million in funding to advance the CSCI. In collaboration with NOAA, the CSCI is managed by a consortium of partners, including the Climate Resilience Fund, EcoAdapt, Fernleaf, Geos Institute, ICF, and the Environment, Equity and Justice Center at NRDC. The initiative is made possible by funding from the Inflation Reduction Act, and is part of NOAA's efforts to help American communities prepare, adapt and build resilience to weather and climate events.

More News

The CSCI is currently accepting applications for grants to advance community-based climate resilience efforts. Interested individuals can use the information provided on this page to determine their eligibility and the pathway through which they might apply. The initiative will accept applications into March of 2025, and expects to announce the awards in the summer of 2025. For information on prior grant recipients, please click here.

Opportunity | Eligibility | Application | Priorities | Deliverables

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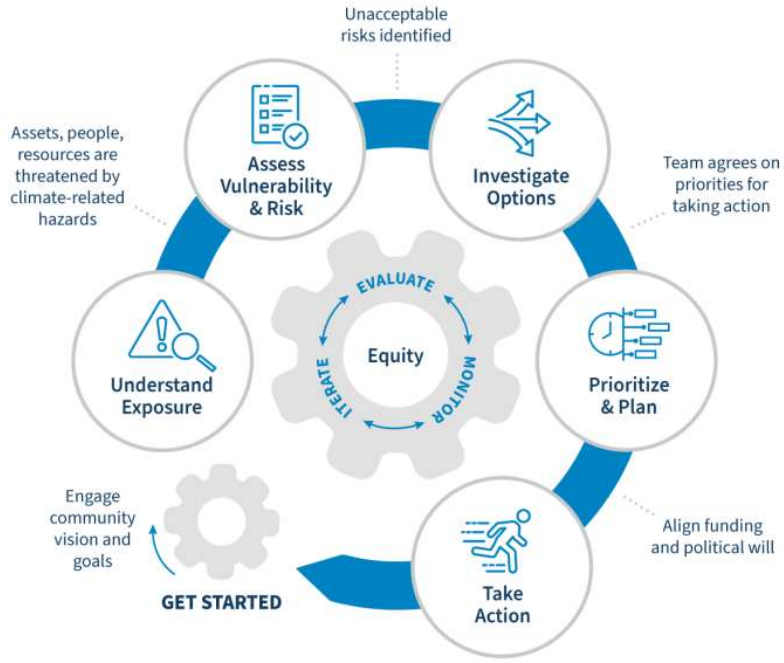
The Opportunity

The CSCI is pleased to be able to provide grants to climate adaptation and resilience professionals to create or advance a climate resilience plan or project in collaboration with a community that is on the front lines of the climate crisis. The community should be represented in the application and effort by a community-based organization *and* a local, regional or Tribal government entity, as defined below.

The proposed work can cover any step in the Steps to Resilience framework, and can be a new or ongoing collaboration. The funds can be used for a range of activities depending on the needs of the community, including climate vulnerability and risk analyses, planning processes, community engagement, project prioritization, and/or the implementation of projects.



Each grant will cover a 12-month period, and include approximately $100,000 in funding as well as access to training opportunities, technical experts, and cohort support. Final amounts will be determined by the scope of work agreed upon during the grant approval process. While the funds are awarded to the adaptation professional, they also can be passed through to the government entities, community-based organizations, or other project partners as needed.

Benefits for the government entity and community-based organization

- Progress towards their community's climate resilience goals
- Potential to leverage previous investments in climate resilience efforts
- Assistance from a climate adaptation professional of their choosing
- Capacity-building, including opportunities for training in the Steps to Resilience framework and access to cohort support and peer learning
- Support for engaging and serving historically disinvested and underserved populations and incorporating nature-based solutions if applicable

Benefits for the adaptation professional

- Funding to advance a climate resilience plan or project in collaboration with a community on the front lines of the climate crisis
- The potential to continue ongoing work with a community or connect with new communities in need of climate services
- The flexibility to cover a range of expenses depending on the needs of the community
- Learning opportunities, including training in the Steps to Resilience and peer-to-peer learning with a network of other adaptation professionals
- Access to cohort a support program, peer learning, and to the CSCI team of experts
- Help refine best practices, develop replicable approaches, and establish common metrics of success to accelerate resilience efforts across the country

Eligibility

This grants program is focused on assisting communities on the front lines of the climate crisis in the United States, inclusive of the 50 states, the District of Columbia, commonwealths, and territories, as well as the Tribal nations that share this geography. As detailed in the selection criteria below, the community must be facing significant climate-related challenges, based on environmental as well as socioeconomic considerations. If the proposed work is local in scope, the population of the community should be less than 300,000 residents. If the proposed work is regional in scope, areas with up to 500,000 residents will be considered.

An application must be submitted by an "Applicant Team," composed of a climate adaptation and resilience professional ("adaptation professional"), at least one community-based organization (CBO), and at least one government partner.

- **The adaptation professional** must be an organization or sole practitioner that has been accepted into the Registry of Climate Resilience and Adaptation Professionals prior to the start of the project.
- **The CBO(s)** must be a non-profit organization, local university, informal community leader, or other non-governmental or community-serving institution that can help ensure the perspectives and priorities of the broader community are well-represented throughout the process.
- **The government partner(s)** must be a town, city, county, district, regional or Tribal government, or a special planning commission that can authorize the implementation of projects aimed at advancing the climate resilience of the community.

Application Pathways

Click through the graphic below to learn more about the three application pathways, referring back to the definitions above as needed.

Links to the information referenced above:

- Complete the community sign-up form
- Get information on applying to the Registry of Climate Adaptation and Resilience Professionals
- Complete the grant application form (Or download a preview of the grant application form)

Timeline

- **November 19, 2024** Community sign-up form and grant application open!
- **January 10, 2025** Communities that wish to be matched with an adaptation professional should complete and submit the community sign-up form as soon as possible, and no later than 8:00PM Eastern Time on this date
- **February 3, 2025** Communities that wish to be matched with an adaptation professional will receive a list of candidates to consider
- **March 3, 2025 Applicant Teams must submit their final applications no later than 8:00PM Eastern Time**

- **May/June 2025** Finalists notified
- **August/September 2025** Projects begin

Funding Priorities & Selection Criteria

The CSCI will evaluate applications and issue awards on a competitive basis. A panel of experts will review applications and assign scores based on the eight criteria listed below.

Vulnerability Criteria (The "who" and "why")

1. Community vulnerability to climate change-related hazards, as often indicated by federal and state designations such as FEMA's Community Disaster Resilience Zones (CDRZ)

2. Presence of and focus on historically-disinvested populations and communities

Impact and Sustainability Criteria (The "what")

3. Alignment of proposed actions with cited vulnerabilities

4. Strength of partnerships

5. Community readiness and/or likelihood of successful progress on climate resilience

6. Capacity-building potential

Values (The "how")

7. Incorporation of diversity, equity, and inclusion and justice principles

8. Consideration of nature-based solutions

For additional background on the criteria, please click here.

Requirements & Deliverables

In addition to what is proposed for a plan or project.

For CBOs and government partners

- Work directly with an adaptation professional on creating or advancing the proposed climate resilience plan or project over the 12-month grant period
- Attend a 1.5-hour CSCI orientation at the start of the grant period
- Complete a survey one year after the close of the 12-month grant period

For adaptation professionals

- Attend a 1.5-hour CSCI orientation session at the start of the grant period
- Complete a grant kickoff survey (1-2 hours) by the end of the first month of the project
- Participate in a 30-minute progress check-in call by the end of the 6th month of the grant period
- Complete an end-of-grant survey (1-2 hours) by the end of the grant period.
- Complete portions of a project case study template (3-6 hours) by the end of the grant period.
- Adaptation professionals that have not yet completed the training requirement to be included in the Registry must do so within the first three months of the grant period

Additional information

While an adaptation professional organization may co-apply with more than one community, reviewers also will evaluate the applicant's capacity.

Prior CSCI Applicant Teams and prior CSCI grant recipients are permitted to submit grant applications in subsequent years.

Applicants with additional questions should contact info@climateresiliencefund.org with the subject line "CSCI Grant

Application.”

climate smart communities initiative

Grant Application

Instructions

The CSCI grant application is to be completed by a climate adaptation and resilience professional (“adaptation professional”) in collaboration with a community-based organization (CBO) and a local, regional or Tribal government (“government partner”), which together comprise an “Applicant Team."

The CSCI recommends that the adaptation professional take the lead in completing this form; however, another member of the Applicant Team may choose to do so.

In addition to completing this form, the CBO or government partner also must submit the community sign-up form, and the adaptation professional’s organization needs to have been accepted into, or have applied to join the Registry of Climate Adaptation and Resilience Professionals. Please note that all three - this form, the sign-up form, and acceptance into the Registry - are required for an application to be considered complete, and that incomplete applications will not be reviewed.

If you have questions about the application process or the grants program, please visit www.climatesmartcommunity.org/funding. If you have additional questions or require further assistance, please email info@climateresiliencefund.org.

The grant application is due by 8:00pm EST on Monday, March 3, 3025.

climate smart communities initiative

Grant Application

Adaptation Professional and Applicant Contact Information

* 1. Adaptation Professional's Name

First name

Last name

* 2. Adaptation Professional's Position

* 3. Adaptation Professional's Organization

The adaptation professional's organization will serve as the recipient of a CSCI grant, if awarded.

4. Adaptation Professional's Organization's Federal Unique Entity Identifier (UEI) Number (optional)

A UEI number is not required to apply, but if selected, awardees will be required to obtain a federal UEI number in order to receive funds from the CSCI. Obtaining a UEI is simple and takes ~15 minutes, click here to learn how. Note that CSCI awardees are not subject to any federal audit risk when expending less than $750,000 in federal funds annually.

* 5. Adaptation Professional's Email

Email address

* 6. Adaptation Professional's Phone Number

Country code

Phone number +1

climate smart communities initiative

Grant Application

Community Point of Contact

The point of contact can be an individual from either the community-based organization (CBO) or the government partner.

* 7. Name

First name

Last name

* 8. Position

* 9. Affiliation

* 10. Email

Email address

* 11. Phone

Country code

Phone number +1

climate smart communities initiative

Grant Application

Community Details

The following questions refer to the geographic area on which the climate resilience plan or project will be focused.

* 12. Name of community or region

* 13. Name of the government partner (organization or agency)

* 14. The government partner is a...

- [ ] Municipal government
- [ ] County government
- [ ] Tribal government
- [ ] Regional government/planning authority
- [ ] Other (please specify)

* 15. Name of the community-based organization (CBO)

* 16. The CBO is a...

- ◯ Local non-profit organization
- ◯ Local university
- ◯ Other non-governmental or community-serving organization (please specify)

* 17. State or U.S. territory included in the project area (please select all that apply)

- [ ] Alabama
- [ ] Alaska
- [ ] Arizona
- [ ] Arkansas
- [ ] California
- [ ] Colorado
- [ ] Connecticut
- [ ] Delaware
- [ ] District of Columbia (DC)
- [ ] Florida
- [ ] Georgia
- [ ] Hawaii
- [ ] Idaho
- [ ] Illinois
- [ ] Indiana
- [ ] Iowa
- [ ] Kansas
- [ ] Kentucky
- [ ] Louisiana
- [ ] Maine
- [ ] Maryland
- [ ] Massachusetts
- [ ] Michigan
- [ ] Minnesota
- [ ] Mississippi
- [ ] Missouri
- [ ] Montana
- [ ] Nebraska
- [ ] Nevada
- [ ] New Hampshire
- [ ] New Jersey
- [ ] New Mexico
- [ ] New York
- [ ] North Carolina
- [ ] North Dakota
- [ ] Ohio
- [ ] Oklahoma
- [ ] Oregon
- [ ] Pennsylvania
- [ ] Rhode Island
- [ ] South Carolina
- [ ] South Dakota
- [ ] Tennessee
- [ ] Texas
- [ ] Utah
- [ ] Vermont
- [ ] Virginia
- [ ] Washington
- [ ] West Virginia
- [ ] Wisconsin
- [ ] Wyoming
- [ ] American Samoa
- [ ] Guam
- [ ] Northern Mariana Islands
- [ ] Puerto Rico
- [ ] U.S. Virgin Islands

* 18. County (or counties, where work covers more than one county)

19. City (or cities) that the proposed climate resilience work will focus on

20. Tribal nation or territory name (if applicable)

* 21. Size of community population (Refers to the number of people within the geographic area that is the focus of the proposed climate resilience work)

- ◯ Under 10k
- ◯ 10k-50k
- ◯ 50k-100k
- ◯ 100k-200k
- ◯ 200k-300k
- ◯ 300k-500k (eligible for regional-scale projects only)

climate smart communities initiative

Grant Application

Climate Change and Your Community

* 22. Briefly describe climate change-related impacts on community members and/or local natural environments, buildings, infrastructure, etc. (Up to 250 words)

For question 23, please note that CSCI prioritizes historically-disinvested populations, defined here as those where income and/or wealth is low (because residents live below the poverty line or cope with financial insecurity or debt), communities of color, and other communities that may lack political support and resources to advance adaptation solutions. Reviewers are assessing your community's vulnerability to climate change-related hazards, especially of historically-disinvested populations.

* 23. Describe historically-disinvested populations in the community where the proposed climate resilience work will focus that may be vulnerable to climate change-related impacts (up to 350 words)

* 24. What activities has your community completed on its path to climate resilience? (Please check all that apply)

(Understanding where a community is beginning their work will help reviewers determine where the proposed climate resilience work falls in the Steps to Resilience (StR) framework - note that any starting point is acceptable)

- [ ] Climate resilience has not yet been discussed in the community
- [ ] Have had one or more community conversations (formal or informal) about climate resilience but no action to date (Get Started step in the StR)
- [ ] Identified climate change-related hazards that affect the community (Understand Exposure step in the StR)
- [ ] Assessed community vulnerability to climate change (Assess Vulnerability and Risk step in the StR)
- [ ] Developed climate resilience objectives and researched strategies that can reduce community vulnerability to climate change (Investigate Options step in the StR)
- [ ] Prioritized interventions or projects or other adaptation actions to reduce climate vulnerabilities (Prioritize & Plan step in the StR)
- [ ] Implemented interventions or projects or other adaptation actions to reduce climate vulnerabilities (Take Action step in the StR)
- [ ] Identified options for financing climate resilience projects or plans (Take Action step in the StR)
- [ ] Other (please specify)

25. (Optional) Please provide a URL to share documentation or examples of the activities selected above that your community has completed on its path to climate resilience

Be sure to identify which step or what prior activity each URL is relevant to.

climate smart communities initiative

Grant Application

Proposed Climate Resilience Plan or Project

26. Project Start and End Dates

Start Date

Date

MM/DD/YYYY

End Date

Date

MM/DD/YYYY

* 27. Briefly summarize the climate resilience work that is proposed for the 12-month CSCI grant period (up to 350 words)

Be sure to include whether and how climate change, equity, and nature factor into the proposed work.

* 28. Provide a goal statement for the climate resilience plan or project over the 12-month grant period (Up to 100 words)

* 29. Provide a goal statement for the community's longer-term climate resilience goal(s) i.e., beyond the grant period (Up to 100 words)

30. What climate change-related hazards will be addressed by the proposed climate resilience project? (Please check all that apply)

- [ ] Air quality
- [ ] Changing seasons
- [ ] Drought
- [ ] Erosion and shoreline recession
- [ ] Extreme cold
- [ ] Extreme heat
- [ ] Flooding - coastal
- [ ] Flooding - general
- [ ] Flooding - rainfall-induced
- [ ] Other (please specify)

  _____

- [ ] Climate change-related hazards have not been identified yet
- [ ] High winds
- [ ] Landslides
- [ ] Severe winter weather
- [ ] Shifting species/habitats/ecosystems
- [ ] Vector-borne disease
- [ ] Water quality
- [ ] Wildfire

* 31. What actions are you planning to undertake during the 12-month grant period? (Please check all that apply)

- [ ] Coordinate with community leaders to assemble a planning team and establish climate resilience goals (Getting Started step in the StR)
- [ ] Evaluate community assets (people or natural systems or infrastructure etc.) to document their exposure to climate change-related hazards (Understand Exposure step in the StR)
- [ ] Identify climate hazards and assess community vulnerabilities to climate change (Assess Vulnerability & Risk step in the StR)
- [ ] Investigate adaptation actions designed to reduce community vulnerability to climate change (Investigate Options step in the StR)
- [ ] Prioritize interventions or projects or other adaptation actions to reduce climate vulnerabilities (Prioritize & Plan step in the StR)
- [ ] Implement adaptation solutions aimed at reducing community vulnerability to climate change (e.g. expanding or creating programmatic activities or developing nature-based solutions or building physical infrastructure or revising policies) (Take Action step in the StR)
- [ ] Integrate equity by explicitly incorporating equity into climate resilience goals or projects or plans or planning and engagement processes or and policies (any or all steps in the StR)
- [ ] Leverage or obtain public or private funding sources to finance adaptation actions in the community (Take Action step in the StR)
- [ ] Revise or create new laws or policies or regulations that require or incentivize adaptation action and penalize maladaptation
- [ ] Effectively communicate about climate risks and potential solutions with community members and institutions with the goal of increasing community preparedness for climate change and ensuring effective and equitable benefits of adaptation actions
- [ ] Other (please specify)

* 32. Using your selection(s) in Question 31 as a guideline, please outline the main activities your team will undertake to make progress in its climate resilience journey during the 12-month grant period. What are the desired outcomes of each and how will they serve your goal statement(s)? (Up to 500 words)

Please structure your response by associating each listed activity with the desired outcome and how it will support your goal statement(s). Please indicate if any of the actions will directly address the climate change-related hazards selected in Question 30. This list of activities does not need to include fine details.

* 33. Please describe if and how nature-based solutions (NbS) will be considered as part of any efforts to address the climate change-related hazards impacting your community (Up to 350 words)

(Note that inclusion of NbS or consideration of climate-related impacts to natural systems is encouraged but not required)

* 34. Describe how future climate conditions will be factored into the proposed climate resilience plan or project (Up to 250 words)

Please reference relevant data sources and methods in your response

* 35. Are there potential unintended consequences and/or maladaptive impacts of climate resilience programs or projects that are anticipated or planned for the community? If so, how do you plan to address them? (Up to 250 words)

climate smart communities initiative

Grant Application

Community Engagement and Equity

The following questions reference historically-disinvested populations and communities who are on the front lines of the climate crisis. Historically-disinvested populations include those with low-income (living below the poverty line) and/or communities of color. Frontline communities are those which are historically marginalized and therefore likely to experience first and worst the consequences of climate change and other injustices).

* 36. Describe your team's approach to incorporate principles of diversity, equity, inclusion, and justice to ensure the participation or representation of historically-disinvested populations and frontline communities in the planning and/or implementation process of the proposed project (Up to 350 words)

* 37. Describe your team's plans to engage the broader community as part of the proposed climate resilience plan or project (Up to 350 words)

climate smart communities initiative

Grant Application

Partnerships

The CSCI funds climate resilience-building efforts by investing in partnerships that include a local or regional government (e.g., city, county, tribal, regional) and a community-based organization (e.g., a non-profit organization, local university, or other non-governmental or community-serving institution). This is designed to ensure 1) participation by a governmental entity that can authorize funding for the implementation of projects and programs and 2) meaningful engagement of one or more community-based organizations that can represent community perspectives.

* 38. Describe the previous work the CBO and local/regional government partners have done together (Up to 250 words)

Please include relevant details about the nature or structure of the proposed partnership for this application

* 39. Upload a letter of support from the CBO partner. These answers have logic applied

Choose File Choose File No file chosen

* 40. Upload a letter of support from the local or regional government partner. These answers have logic applied

Choose File Choose File No file chosen

41. List the names and roles of any other partner organization that is directly involved with the proposed project (optional)

42. Upload letters of support from additional partners (optional) These answers have logic applied

Choose File Choose File No file chosen

* 43. Please provide a brief overview of each proposed partners' relevant experience working with historically-disinvested populations and frontline communities. (Up to 400 words)

* 44. Please provide a brief overview of each proposed partners' relevant experience evaluating and/or implementing NbS as climate resilience and adaptation solutions. (Up to 400 words)

climate smart communities initiative

Grant Application

Existing Resources and Capacity

* 45. How many staff hours per week can the government partner commit to this project over the next year?

* 46. How many staff hours per week can the CBO commit to this project over the next year?

* 47. What additional resources and capacity, if any, can the CBO and/or government partner, or adaptation professional contribute to this next phase of climate resilience building? (e.g. funding, staff time, community support, etc.)

* 48. What plans or mechanisms are in place for building and sustaining relationships between community partners and government leaders beyond the 12-month grant period?

* 49. What skills, resources, or abilities can the CBO and/or government partner expect to gain from this grant that will help them pursue their community's climate resilience needs and goals more effectively in the future?

climate smart communities initiative

Grant Application

Budget

Applicants are encouraged to include in their budgets some pass-through funding to provide for CBO community partner participation and/or funding for local/regional government staff "release time". The amount of pass-through funds is at the mutual discretion of the adaptation professional and the CBO and/or government partner based on their plan, needs, and the best way to allocate grant resources to implement the proposed climate resilience plan or project successfully.

* 50. What is the anticipated total budget for the 12-month proposed climate resilience plan or project? (A detailed budget will be requested if your application advances in the selection process)

* 51. Estimated total amount anticipated to fund the adaptation professional

52. Estimated total amount of funds for other purposes (If applicable)

53. Is there anything else you would like to share about your estimated budget? (Optional)

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/ 4/2025

Proposed Resolution No. R25-039- Approve Substantial Amendment to the Community Development Block Grant FY 2022.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-039.

Explanation of Request:

Annually, the City of Boynton Beach (the City) receives an allocation of federal Community Development Block Grant (CDBG) grant funding from the U.S. Department of Housing and Urban Development (HUD). Staff proposes to do a Substantial Amendment to its HUD FY 2022 Program Year to reprogram unused funds.

A substantial plan amendment is required when significant changes are identified for any new projects or current projects that require a change in the budget amount in excess of 50 percent. Staff is proposing to amend CDBG FY 2022 Annual Action Plan to reprogram $503,484.97 of unused funds from a cancelled CDBG Public Facilities and Improvements funded project (Hester Center Airnasium). These funds are coming from the following years:

Prior Year Resources

FY 2020	$258,540.18
FY 2021	$6,684.62
FY 2022	238,260.17
Total	**$503,484.97**

HUD recommended staff to reprogram these funds to meet the timely performance of CDBG funds. Staff is recommending the City Commission to reprogram these funds for two Public Facilities and Improvements projects:

1. **Galaxy Park Field Lighting Improvements – $567,482.17**

The original price assessment for this project was $450,000, of which $363,997.20 was to be funded with CDBG funds and $86,002.80 from the Park Impact Fee approved by Resolution R24-089. The Galaxy Park improvement project went out for bid. The lowest bid proposal is $515,892.88 plus a 10% contingency of $51,589.29, totaling $567,482.17. Staff recommends using $567,482.17 of CDBG funds to pay fully for the Galaxy Park Field Lighting Improvements.

2. **Acquisition of Real Property - $300,000**

The City of Boynton Beach desires to purchase a property to construct a new park. The Property is located at 235 SW 6th Avenue, Boynton Beach, Florida 33435. Staff recommends using $300,000 of CDBG funds to pay for this purchase.

These are two eligible activities per 24 CFR 570.201(c) and meets the national objective under 570.208(a)(1)(i).

How will this affect city programs or services? Approval of amendments will continue to promote the improvement of living environments primarily for low-income households and neighborhoods through Public Facilities and Improvements Projects.

Fiscal Impact: Both Projects Galaxy Park Field Lighting Improvements – $567,482.17 and Acquisition of Real Property - $300,000 will be initially paid from 302 Capital Improvement and will be 100% reimbursed by the Community Development Block Grant.

Attachments:
R25-039 Agenda_Item_2699-2023_Resolution_to_Approve_Substantial_Amendment_to_Community_Development_Block_(1).docx
Exhibit A to Resolution - FY 2022 CDBG Annual Action Plan Substantial Amendment.pdf
R24-089 Galaxy Park Amendment.pdf
R22-100 FY 2022-2026 CDBG Consolidated Plan and FY 2022 Annual Action Plan.pdf
R24-304 Purchase of Land for Public Park.pdf

RESOLUTION NO. R25-039

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A SUBSTANTIAL AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT, FISCAL YEAR 2022; AND AUTHORIZING THE MAYOR TO EXECUTE THE REQUIRED HUD FORMS AND CERTIFICATIONS; AND FOR PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Boynton Beach receives an annual allocation of federal Community Development Block Grant ("CDBG") funding from the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, City staff proposes a substantial amendment to its HUD Fiscal Year 2022 Program year to reprogram unused funds; and

WHEREAS, City staff proposes to amend CDBG Fiscal Year 2022 Annual Action Plan to reprogram $503,484.97 of unused funds from a canceled CDBG Public Facilities and Improvements funded project, the Hester Center Airnasium; and

WHEREAS, a substantial plan amendment is required when significant changes are identified for any new projects or current projects that require a change in the budget amount in excess of fifty percent (50%); and

WHEREAS, HUD recommended to City staff that funds be reprogrammed to meet the timely performance of CDBG funds; and

WHEREAS, City staff recommends that the City Commission reprogram funds on two Public Facilities and Improvement projects, to wit: Galaxy Park Lighting Improvements in the amount of $567,482.17 and the acquisition of Real Property located at 235 SW 6th Avenue, Boynton Beach, Florida 33435 in the amount of $300,000; and

WHEREAS, the two aforementioned activities are eligible under 24 C.F.R. 570.201(c) and meets the national objective under C.F.R. 570.208(a)(1)(i); and

WHEREAS, approval of the amendments will continue to promote the improvement of living environments primarily for low-income households and neighborhoods through Public Facilities and Improvements Projects; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to amend the Fiscal Year 2022 budget as explicitly

noted in “Exhibit A.”

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, does hereby approve the Substantial Amendment to the CDBG Program, as further described in “Exhibit A“ attached hereto.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, authorizes the Mayor to execute any HUD forms and certifications necessary to effectuate the intent of this Resolution.

SECTION 4. This Resolution shall take effect as provided by law.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of February 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

City Manager's Office - Community Improvement Division
Community Development Block Grant (CDBG) Program
Annual Action Plan Substantial Amendment – FY 2022

Annually, the City of Boynton Beach (the City) receives an allocation of federal Community Development Block Grant (CDBG) grant funding from the U.S. Department of Housing and Urban Development (HUD). Staff proposes to do a Substantial Amendment to its HUD FY 2022 Program Year to reprogram unused funds.

A substantial plan amendment is required when significant changes are identified for any new projects or current projects that require a change in the budget amount in excess of 50 percent. Staff is proposing to amend CDBG FY 2022 Annual Action Plan to reprogram $503,484.97 of unused funds from a cancelled CDBG Public Facilities and Improvements funded project (Hester Center Airnasium). These funds are coming from the following years:

Prior Year Resources	
FY 2020	$258,540.18
FY 2021	$6,684.62
FY 2022	$238,260.17
Total	**$503,484.97**

HUD recommended staff to reprogram these funds to meet the timely performance of CDBG funds. Staff is recommending City Commission to reprogram these funds on two Public Facilities and Improvements projects:

1. **Galaxy Park Field Lighting Improvements – $567,482.17**
   The original price assessment for this project was $450,000.00 of which $363,997.20 to be funded with CDBG funds and $86,002.80 from Park Impact Fee approved by Resolution R24-089. The Galaxy Park improvement project went out for bid, the lowest bid proposal is $515,892.88 plus 10% contingency $51,589.29 totaling $ 567,482.17. Staff is recommending to use $567,482.17 of CDBG funds to pay fully for the Galaxy Park Field Lighting Improvements.

2. **Acquisition of Real Property - $300,000.00**
   The City of Boynton Beach desires to purchase a property to construct a new park. The Property is located at 235 SW 6th Avenue, Boynton Beach, Florida 33435. Staff is recommending to use $300,000.00 of CDBG funds to pay for this purchase.

These are two eligible activities per 24 CFR 570.201(c) and meets the National objective under 570.208(a)(1)(i)

RESOLUTION NO. R24-089

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FY2022 AND APPROVING A TRANSFER OF $86,002.80 FROM PARK IMPACT FEE FUND (141) TO BE EXPENDED ON (110) CDBG FUND; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Fiscal Year 2023 -2024 Budget was adopted on September 27, 2023; and

WHEREAS, the City of Boynton Beach receives an allocation of Federal Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD) annually. Staff proposes a Substantial Amendment to its HUD FY2022 Program Year to reprogram leftover funds included in the CDBG FY2022 Annual Action Plan; and

WHEREAS, a Substantial Plan Amendment is required when significant changes are identified for any new projects or current projects requiring a budget change amount in excess of 50 percent. In FY2022, the City funded projects that did not need or use their entire allocation, leaving the City with funds that must be reprogrammed. These activities include Planning and Administration $38,606.86, Acquisition of Property for Affordable Housing Purposes - Senior Rental Housing Program $243,202.67, Housing Rehabilitation Program $10,789.86, Housing Rehabilitation Administration $20,283.40 and Limited Rehabilitation Program $51,114.41; and

WHEREAS, the City currently has access to a total of $363,997.20 in past year's CDBG funds that need to be (re)allocated. None of these dollars can be used to fund public services or administration. These funds come from the following years:

FY2018 - $243,202.67

FY2019 - $51,114.41

FY2022 - $69,680.12

Total: $363,997.20; and

WHEREAS, HUD recommended staff reprogram funds from completed activities. Staff is recommending the City Commission reprogram leftover funds for the Public Facilities and Improvement Project – Galaxy Park Improvements, which includes field lighting, for a total project

cost of $450,000; and

WHEREAS, $363,997.20 will be reimbursed from CDBG to cover the field lighting, and $86,002.80 will be transferred from Park Impact Fee Fund 141-3432-513.91-10; and

WHEREAS, the Park Impact Fee Fund 141 will be adjusted from $175,260 to $261,263; and

WHEREAS, staff requests the Commission's approval to amend the Fiscal Year 2023-2024 budget as explicitly noted in **"Exhibit A."**

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 the Capital Appropriation Amendment Budget Year 2023-2024 for the Galaxy Park Field Improvements project, as further described in **"Exhibit A"** attached hereto.

SECTION 3. This Resolution shall take effect as provided by law.

[signatures on the following page]

PASSED AND ADOPTED this 7th day of May 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice Mayor – Aimee Kelley	~~Absent from Dais~~	
Commissioner – Angela Cruz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Thomas Turkin	✓	
VOTE	4-0	

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

Ty Penserga
Mayor

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

APPROVED AS TO FORM:

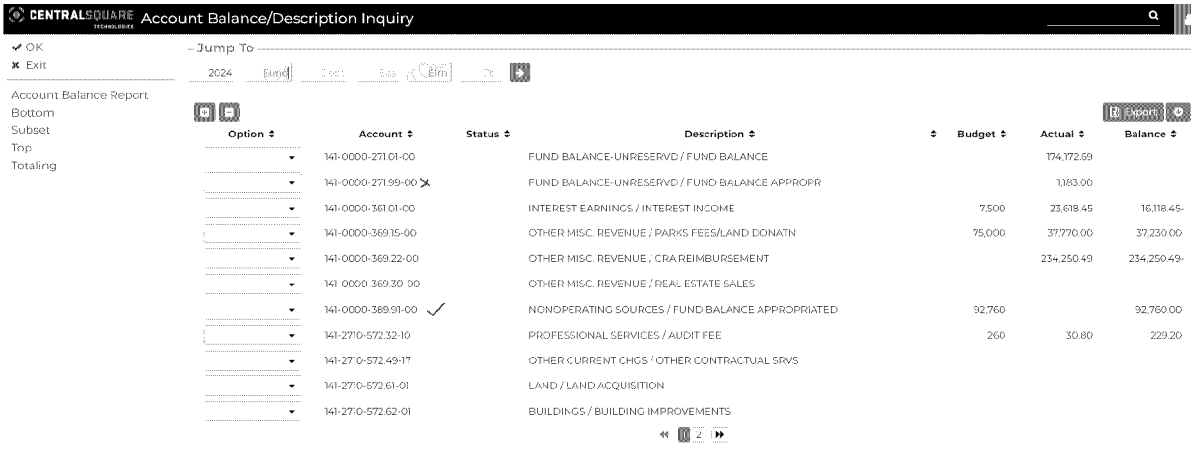
Shawna G. Lamb
City Attorney

CITY OF BOYNTON BEACH
CAPITAL APPROPRIATION AMENDMENTS
BUDGET YEAR 2023-24, Commission Meeting 05/07/24

R24-089
Exhibit A updated

		2023/24 ADOPTED BUDGET	Amendment Revenue	Amendment Budget	2023/24 AMENDED BUDGET	AMENDMENT related to PROJECT NUMBER	Project Name / Comments/ Vendor
PARKS & REC FAC TRUST FUND							
141-0000-389.91-00*	FUND BALANCE APPROPR	$ 92,760	86,003		$ 178,763		
* changed from 141-0000-271.99-00 due to scrivener's error							
	Adopted Fund Total Revenues	**$ 175,260**	**$ 86,003**		**$ 261,263**		
141-3432-513.91-10	TRANSFER TO / CDBG	-		86,003	86,003	RP2415	Galaxy Park Field Improvements
	Adopted Fund Total Expenses	**$ 175,260**		**$ 86,003**	**$ 261,263**		

Note: a Scrivener's error is a mistake made by someone who is writing or copying something down, like a typo or a misspelling.
The identified revenue source/account for this resolution should have been 141-0000-389.91-00. The fund level financial information is correct and not changed These modifications/revisions were discussed with both Legal and the City Clerk departments on October 4, 2024.



Capital Improvement Program
Project Information & Financial Plan Form

Project Title:	Galaxy Park Field Lighting		**Location:**	Rec & Parks	
Project #:			**Project Type:**	Improv/Renovation	
		Amount			
Project G/L #:	110-3432-513-62.01	$ 450,000.00	**Project Manager:**	Gail M. Mootz	Design
				Gail M. Mootz	Construction
			Project Duration	9 months	

PROJECT DESCRIPTION

Galaxy Park Improvements which include the field lighting.

PROJECT PICTURE (Copy and Paste or Insert)



BUSINESS CASE

These improvements will improve park usage, enhance aesthetics and provide a better level of service for our residents and visitors.

DISTRICT 1

PROJECT SCHEDULE	Start		Completion	
	Estimated	Actual	Estimated	Actual
Planning / Study				
Design	Mar-2024	May-2024		
Contract Advertise/Award				
Construction	Mar-2024	Sep-2024		
Project In Service Date				

PROJECT PRIORITY		
High		Critical - tied to mandates or safety
Medium	✔	Maintain level of service, operational savings
Low		Moderate benefit

PROJECT CRITERIA	
Replacement of Facilities/Equipment (New)	✔
Expansion of Facilities (Modification)	✔
Enhance Service to Public	
Regulatory or Commission Mandate	
Reduce Costs	
Generate Revenue	
Health & Safety	
Security / Fire Control	
ADA Complaince	

RISKS/CHALENGES

SOURCE OF FUNDS	**Prior Years**	**FY 23/24**	**FY 24/25**	**FY 25/26**	**FY 26/27**	**FY 27/28**	**Project Total**
General Gov't CIP Fund (302)							$ 0.00
Local Gov't Surtax Cap Fund (303)							$ 0.00
Local Option Gas Tax (104)							$ 0.00
Parks & Rec Trust Fund (141)		$ 86,002.80					$ 86,002.80
Rec Program Revenue Fund (172)							$ 0.00
Public Service Debt Fund (207)							$ 0.00
Utility Cap Improv Fund (403)							$ 0.00
Utility Cap Fees (404)							$ 0.00
Golf Fund (411)							$ 0.00
Debt							$ 0.00
Grant(s)		$ 363,997.20					$ 363,997.20
Grant Name(s):	(1) _____ and 0.00% % share)				(2) _____ and 0.00% % share)		
TOTAL	$ 0.00	$ 450,000.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 450,000.00

USE OF FUNDS	**Prior Years**	**FY 23/24**	**FY 24/25**	**FY 25/26**	**FY 26/27**	**FY 27/28**	**Project Total**
Planning/Design							$ 0.00
Construction		$ 450,000.00					$ 450,000.00
Furniture & Equipment							$ 0.00
Technology Software/Hardware							$ 0.00
Art (1% of Construction)							$ 0.00
Contingency							$ 0.00
Program Management							$ 0.00
TOTAL	$ 0.00	$ 450,000.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 450,000.00

Impact on Operating Budget	**Prior Years**	**FY 23/24**	**FY 24/25**	**FY 25/26**	**FY 26/27**	**FY 27/28**	**Project Total**
Revenues (List:_____)							$ 0.00
Personnel							$ 0.00
Other Operating							$ 0.00
Supplies							$ 0.00
Capital Outlay							$ 0.00
TOTAL	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

	Date		**Date**
Submitted by: Gail M. Mootz	04/23/24	**Dept. Director:** Wally Majors	04/23/24

RESOLUTION R22-100

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, ADOPTING THE CITY OF BOYNTON BEACH'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FIVE-YEAR CONSOLIDATED PLAN FOR FY2022-2026, THE FIRST YEAR ANNUAL ACTION PLAN FOR FY2022 AND AUTHORIZING THE INTERIM CITY MANAGER'S EXECUTION OF THE REQUIRED HUD FORMS AND CERTIFICATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Boynton Beach ("City") is in its twenty-sixth year as a Federal Entitlement Community under the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program; and

WHEREAS, pursuant to Federal regulations at 24 CFR Part 91 – Consolidated Submissions for Community Planning and Development Programs, the City is required to prepare a five-year Consolidated Plan (the "Plan") which must identify the City's housing and community development needs, prioritize those needs since funding is limited, establish goals and objectives for the funding based on the priorities, and develop a strategic plan for how the funds will be used each year; and

WHEREAS, the Annual Action Plan is an application for funding for the CDBG Program, which identifies activities that will be undertaken each program year of the five-year Consolidated Plan; and

WHEREAS, approval of the Annual Year Action Plan will fund services to the community that are eligible under the CDBG program and provided to our community by various organizations; and

WHEREAS, the City Commission of the City of Boynton Beach deems it to be in the best interest of the citizens and residents of the City adopt the City of Boynton Beach's Community Development Block Grant (CDBG) Five-Year Consolidated Plan for FY 2022-2026 and the First Year Annual Action Plan for FY 2022 and authorizing the Interim City Manager's execution of the required HUD forms and certifications.

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

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

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve the adoption of the City of Boynton Beach's Community Development Block Grant (CDBG) Five-Year Consolidated Plan for FY 2022-2026 and the First Year Annual Action Plan for FY 2022.

Section 3. The Interim City Manager is authorized to sign the required HUD forms and the certifications.

Section 4. This Resolution will become effective immediately upon passage.

PASSED AND ADOPTED this 19th day of July, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice Mayor – Angela Cruz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Thomas Turkin	✓	
Commissioner – Aimee Kelley	✓	
VOTE	5-0	

ATTEST:

Maylee De Jesus, MMC
City Clerk

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

(Corporate Seal)

CITY OF BOYNTON BEACH

COMMUNITY IMPROVEMENT DIVISION

FY2022-2026 Consolidated Plan
FY 2022 Annual Action Plan

PREPARED FOR SUBMISSION TO THE
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

August 15, 2022

Prepared for:
The City of Boynton Beach
Community Improvement Division

THIS DOCUMENT CAN BE PROVIDED IN ALTERNATIVE FORMAT IF REQUESTED

EQUAL HOUSING OPPORTUNITY

Table of Contents

Executive Summary 5

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b) 5

The Process 12

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b) 12

PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I) 13

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c) 26

Needs Assessment 29

NA-05 Overview 29

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a, b, c) 31

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2) 41

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2) 45

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2) 49

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2) 50

NA-35 Public Housing – 91.205(b) 51

NA-40 Homeless Needs Assessment – 91.205(c) 55

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b, d) 60

NA-50 Non-Housing Community Development Needs – 91.215 (f) 64

Housing Market Analysis 67

MA-05 Overview 67

MA-10 Number of Housing Units – 91.210(a)&(b)(2) 69

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a) 72

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a) 74

MA-25 Public and Assisted Housing – 91.210(b) 78

MA-30 Homeless Facilities and Services – 91.210(c) 80

MA-35 Special Needs Facilities and Services – 91.210(d) 84

MA-40 Barriers to Affordable Housing – 91.210(e) 86

MA-45 Non-Housing Community Development Assets – 91.215 (f) 88
MA-50 Needs and Market Analysis Discussion 94
MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2) 96
MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3) 97
Strategic Plan 99
SP-05 Overview 99
SP-10 Geographic Priorities – 91.215 (a)(1) 101
SP-25 Priority Needs - 91.215(a)(2) 102
SP-30 Influence of Market Conditions – 91.215 (b) 107
SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c) (1,2) 108
SP-40 Institutional Delivery Structure – 91.215(k) 111
SP-45 Goals Summary – 91.215(a)(4) 114
SP-50 Public Housing Accessibility and Involvement – 91.215(c) 116
SP-55 Barriers to affordable housing – 91.215(h) 117
SP-60 Homelessness Strategy – 91.215(d) 120
SP-65 Lead based paint Hazards – 91.215(i) 122
SP-70 Anti-Poverty Strategy – 91.215(j) 123
SP-80 Monitoring – 91.230 124
Expected Resources 125
AP-15 Expected Resources – 91.220(c) (1,2) 125
Annual Goals and Objectives 128
AP-20 Annual Goals and Objectives 128
Projects 130
AP-35 Projects – 91.220(d) 130
AP-38 Project Summary 131
AP-50 Geographic Distribution – 91.220(f) 135

Affordable Housing 136
AP-55 Affordable Housing – 91.220(g) 136
AP-60 Public Housing – 91.220(h) 137
AP-65 Homeless and Other Special Needs Activities – 91.220(i) 138
AP-75 Barriers to affordable housing – 91.220(j) 141
AP-85 Other Actions – 91.220(k) 145
Program Specific Requirements 147
Appendix A - Public Notices 148

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

As an "entitlement" recipient of formula grant funds from the U.S. Department of Housing and Urban Development (HUD), the City of Boynton Beach, FL is required to submit a Consolidated Plan under Federal Regulations at 24 CFR Part 91. The Consolidated Plan must be prepared every five years and must be updated annually, via the preparation of an Annual Action Plan for the use of the formula grant funds received from HUD. The formula grant program guided by the Consolidated Plan is the Community Development Block Grant (CDBG). The purpose of the City's FY 2022-2026 Consolidated Plan is to assess its housing and community development needs; analyze its housing market; establish housing and community development priorities, goals, and strategies to address the identified needs; identify the resources to address them, and to stipulate how CDBG funds will be allocated to housing and community development activities. Available CDBG resources, as well as CDBG Program Income, received, will be combined with the private sector and other public sector funding to address the needs, and implement the strategies. The five-year period of the plan is from October 1, 2022, through September 30, 2026. The City of Boynton Beach is a participant in the Palm Beach County's Division of Human Services - Homeless and Housing Alliance (HHA). In addition to the Consolidated Plan, HUD requires that cities and states receiving CDBG funding take actions to "affirmatively further fair housing choice." The city is updating its Analysis of Impediments which will help to guide the housing strategies under the Plan.

Based on actual funding allocated by HUD for FY 2022-2023, an estimated total of $2,736,035 in CDBG funds is available for the FY 2022-2026 Consolidated Plan. For FY 2022, the city will receive $547,207 in CDBG funding.

The city received Neighborhood Stabilization Program (NSP) stimulus grants (NSP1, and NSP3). NSP funds are now expended; however, with the receipt of program income, these activities continue.

In adherence to HUD regulations, the City will allocate at least 70% of its CDBG entitlement award to programs that directly benefit low- and moderate-income (LMI) individuals whose household incomes are at or below 80% of the AMI as determined by HUD and adjusted annually. Likewise, the City will set aside no more than 15% of its CDBG allocation for public services eligible under 24 CFR 570.201 (e) and no more than 20% for planning and administrative activities.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

All eligible CDBG-funded activities must comply with one of the following National Objectives per 24 CFR 570.208:

- Primarily benefit low- and moderate-income persons
- Prevent or eliminate slum or blight, or

- Meet other community development needs that have particular urgency because existing conditions pose a serious threat to the health or welfare of the community and other financial resources are not available to meet such needs

Below are the objectives and outcomes that the city has identified under the FY 2022-2026 Consolidated Plan. Actual activities and outcomes may vary each Annual Action Plan year and will be based on the Consolidated Plan and the amount of the City's annual allocation.

OBJECTIVE 1 - Decent, Affordable Housing (DH). Activities designed to cover the wide range of housing activities (owner-occupied housing repairs, acquisition, and rehabilitation for homeownership or rental, financial assistance for homebuyers) eligible under the CDBG program. Outcome: Availability/Accessibility for the Purpose of Providing Decent Housing (DH-1) Performance Indicator: Households Assisted.

OBJECTIVE 2 - Suitable Living Environment (SL). Activities designed to benefit communities, families, or individuals by addressing issues in their environment: Construction of public facilities for uses such as childcare, health care, homeless, the elderly, and persons with disabilities. Outcome: Availability or Accessibility for the Purpose of Creating Suitable Living Environments; Performance Indicator: No. of Projects that Ensure Access to a Suitable Living Environment: Installation/Improvement to infrastructure. No. of Persons Provided with New Access to Improvements. (SL-2); Performance Indicator: Number of Projects to Support non-housing Opportunities and Social services.

Outcome: Affordability for the Purpose of Creating or sustaining Suitable Living Environments: Provision of public services to support education, youth, children, elders, counseling, capacity building, community empowerment, fair housing, housing (subject to 15% cap) (SL-3); Performance Indicator: Number of Persons Benefitting from New/Improved Environment.

OBJECTIVE 3 - Expanded Economic Opportunities (EO). This objective applies to economic development: EO2.1 Assistance to microenterprises or small businesses. EO2.2 Job creation or retention Outcome: Sustainability for the Purpose of Creating Economic Opportunities (EO-2); Performance Indicator: No. of Businesses Assisted., No. of Jobs created or retained

3. Evaluation of past performance

As a recipient of CDBG funds, the City is required to submit at the end of each program year a Consolidated Annual Performance and Evaluation Performance Report (CAPER). The CAPER summarizes the accomplishments of each program year and the progress made towards the Consolidated Plan goals. The previous 2017-2021 Consolidated Plan identified the following strategies and activities to meet its objectives: 1) **Decent Housing** – owner-occupied rehabilitation, and affordable homebuyer assistance. 2) **Suitable Living Environment** – supportive public services, and neighborhood revitalization. 3) **Economic Opportunities –** economic development including job creation or retention. The highest priorities were affordable housing, expansion of economic opportunities, and an increase in public services.

The CAPERs for Fiscal Years 2017, 2018, 2019, and 2020 were reviewed to assess prior performance in formulating goals and objectives in this Plan. The city addressed the Decent/Affordable Housing and

Homeless objective by owner-occupied housing rehabilitation including lead-based paint abatement, new construction, acquisition and rehabilitation for sale and homebuyer assistance through a Community Based Development Organization (CBDO). The City addressed the Suitable Living Environment objective by funding public services that assist seniors, youth, homeless persons, and address fair housing issues. The city addressed the Expanding Economic Opportunities goal by providing funding for visual improvements to business facades. The anticipated CDBG resources to address identified needs will limit the actual services that the city can offer.

Estimates for the units of service were established for the Plan based on previous levels of funding from HUD, past performance, and historical allocations by the City Commission to activities annually. The evaluation of progress towards meetings goals are determined by a number of factors including the unit goals, amount of funds that are received in each Plan year, the allocations to each activity, per unit cost of each activity, and the completion pace. Several of these factors may be outside of the City's direct control. For example, low wages, higher housing prices, limited resources, and credit issues makes it difficult to fund homebuyer assistance. CDBG funds must be leveraged with other sources but still leaves a funding gap.

The City's CAPERs for the past four years showed that of the five-year goals only 40% of the housing units were completed, 98% of the public services, 20% of homebuyers assisted, and 60% of businesses were completed up to FY 2020. The final year (2021-2022) report is not due until December 2022. HUD also uses the CDBG timeliness measure to determine CDBG performance. The entitlement rules for timeliness states that a grantee cannot have more than 1.5 times their current allocation unexpended in their line of credit sixty days prior to the program year end at the U.S. Treasury. The city did not meet its CDBG timeliness deadlines for FY 2021 due to the dislocation caused by the COVID-19 pandemic. The city is committed to monitoring outcomes compared to objectives and evaluating their effectiveness in addressing community needs and reprogramming funding that is not being efficiently used, if needed. See below table with projected versus actuals outputs for four of the five years of the Consolidated Plan.

As a residual effect of the COVID-19 pandemic, the city encountered numerous and unforeseeable delays in conducting many of the scheduled activities planned for Program Years 2020 and FY2021. These delays significantly affected housing activities due to scarcity of materials, labor challenges, community safety standards, and safe distancing precautions. Also, the city received two additional funding allocations through the Community Development Block Grant/COVID-19 appropriations by Congress which redirected staff resources toward meeting those emergency needs and reduced timelines to expend funds.

During the first year of this new Consolidated Plan five-year period, the city will focus on completing those housing activities that were delayed during the prior two years and leverage its CDBG resources with those provided through the State Housing Initiatives Program (SHIP) to address the first-year priority housing needs reflected in the statistical analysis contained in the Plan. This will include $590,805 in CDBG funds from PY 's 2020 and 2021 and $1,229,651 in SHIP funds from PY's 2021 and 2022. Public services will continue to be funded at the same level as in past years.

Boynton Beach FY 2022-2026 Consolidated Plan

CAPER Previous Accomplishments

FY 2017- 2020	Housing (units)	Public Services (people)	Homebuyer (Households)	Businesses	Jobs	Public Facilities (persons)
Actual Totals	10	7325	10	3		
Projected Totals	25	7,500	50	5	10	
Completion Rate	40%	98%	20%	60%	0%	

All CDBG funds were used to address the activities determined as high priority in the City's FY 2017-2021 Consolidated plan including single family housing rehabilitation, homeownership housing, public services, and planning and administration. The city addressed the non-housing needs of its low/moderate income residents with the assistance of its social service agencies who provided services to low-to-moderate-income individuals and households.

4. Summary of citizen participation process and consultation process

The City's Citizen Participation Plan (CPP) was amended and adopted in June 2020 to incorporate virtual meetings due to social distancing requirements, and the use of waivers to meet the CARES Act allocation of supplemental CDBG funds to prepare, prevent, and respond to COVID-19 pandemic. Program activities are considered and approved based on public participation, input from non-profit partners, City Department staff and boards, City Commission goals, community resident input, and supporting data that identifies urgent community needs. Residents, especially those who are low-income, likely to be beneficiaries of federal CDBG funding are encouraged to participate in the development of the Consolidated Plan, its substantial amendments, and the CAPER. The city used numerous strategies to elicit public comments including:

- Held two public meetings on March 2 and April 13, 2022, for the public. Due to the COVID-19 pandemic, public meetings were held onsite and virtually. There were eight participants in attendance at both meetings.
- Published information ads in a local newspaper of general circulation. See attached notices and proof of publications. Posted Consolidated Plan information on the City's social media.
- Sent "email blasts" from the City's list and a notice in the City's quarterly community newsletter.
- Published two online housing and community development surveys from 4/15/2022 to 6/30/2022 that were completed by the public and service provider agencies identifying current levels of services and future needs which were used, along with other data, to determine goals and priorities. Eight (8) agencies and eight (8) residents/community members completed the surveys.
- Posted public information on the Consolidated Plan using the City's website. See the following link: City of Boynton Beach | CDBG Public Participation Web Page
- Reviewed City planning documents and organizational websites including studies and reports.
- Soliciting input from City of Boynton Planning and Economic Development Departments and the Boynton Beach Community Redevelopment Agency (CRA) along with non-profit organizations.

- Published draft FY2022-2026 Consolidated Plan for a 30-day period from 06/20 to 07/19/2022 with printed copies placed at the City's main library and City Hall and a PDF copy on the City's website.
- Public Hearing and review and approval of the Consolidated Plan and Annual Action Plan at the Boynton Beach City Commission meeting held on July 19, 2022. 44 persons participated.
- Acknowledged written comments received during the public comment period in writing.

5. Summary of public comments

Below is a summary of the input received from the public input process. A more detailed analysis is provided as an attachment to the Plan. The intent of the public participation was to assist the City in identifying key needs and priorities related to affordable housing, public services, homelessness, and non-homeless community development issues. Public input from the public meetings, comment period, and online needs survey results identified housing and community development needs.

The results of previous community surveys for American Rescue Plan Act funding (ARPA) to determine community needs were also incorporated into the community needs assessment. The census data along with the community input determined and ranked housing and community development priorities:

- **High priority need** activities were defined as those that the City is encouraged to use federal funds through this plan to address unmet needs. Activities selected as high need in the needs assessment were as follows: Homeownership Housing including Owner Occupied Rehab and purchasing houses, Infrastructure for housing development, Public Services, job training, employment services, Owner-occupied housing rehabilitation and emergency home repair.
- **Low priority need** activities were defined as those for which there are other funds available to fund these activities or there are other higher priority needs in the community.

6. Summary of comments or views not accepted and the reasons for not accepting them

There were no comments or views that were not accepted or considered unacceptable by City staff.

7. Summary

The City's FY 2022-2026 Plan outlines the City's housing, and community development needs. To carry out the plans, the City developed a comprehensive and coordinated strategy for implementation of the CDBG funded programs with leveraged funds from other sources. The first year Annual Action Plan for FY 2022-2023 is based on the City's actual allocation of federal grants funds from HUD. No comments were received on the draft FY2022-2026 Consolidated Plan and the FY2022-2023 Annual Action Plan when submitted for public comment during the 30-day comment period.

The city used a variety of strategies to solicit public input including virtual public meetings, the City's website, social media, online agency, and community surveys, and a 30-day comment period.

The City's Consolidated Plan objectives are to provide decent, affordable housing, create a suitable living environment, and create expanded economic opportunities. The related outcomes are availability,

accessibility, and sustainability. Performance indicators are households assisted, decent and affordable housing, number of projects, and number of jobs created.

The highest priorities for FY 2022-2026 were elimination of substandard housing, expansion of economic opportunities, public services, homeownership assistance, and rental housing. While these are the overall priority needs, circumstances in the community such as the current COVID-19 pandemic will impact the ways funds are allocated to high priorities.

Needs are assigned a "high" or "low" priority based on relative preference. High needs are those where federal grants are used to address unmet needs and "low" needs are those to be funded from other resources and other agencies. Priorities are also based on whether the activity is the highest and best use of federal funds. Focusing funds for impact rather than spreading funds "thinly" is encouraged.

Participants identified and ranked the housing and community development needs through the surveys. Data sources such as HUD, the Census Bureau, 2011-2015 American Community Survey (ACS), and the Housing and Climate Elements of the Comprehensive Plan were used to assess the City's demographic, housing, and economic conditions. The results were used to confirm the anecdotal survey data. Some of the Boynton Beach conditions that impacted the allocation of funds:

- Forty percent of all County residents were housing cost burdened (paying more than 30 percent of income for housing expense).
- The city has an older housing stock with 42 percent of houses built before 1980. Median home values in Boynton Beach increased by 50.8 percent over two years and in 2021, 40 percent of houses sold above listing prices. Cases of sudden rent hikes have also increased with some as much as 65 percent and other cities are grappling with ways to protect residents from LMI persons being taken advantage of by landlords.
- In the City, 62 percent of renters and 29 percent of owners have at least one housing problem such as overcrowding and cost burden.
- Median household income of $50,561 for a family of four and a median sales price of $229,100 for single family houses and a median monthly rent of over $1,500 results in limited affordable housing and affordability gaps.
- A growing senior population with 21 percent of the overall population being persons aged 65+ some with a disability and fixed incomes, many of them homeowners, results in need for owner-occupied rehabilitation and services for the elderly. In Palm Beach County, 12 percent of the homeless population are elderly persons.

FY 2022-2023 Allocation and Proposed Activities - The City has been advised by HUD that it was allocated $547,207 in CDBG funds for FY 2022-2023. The table below shows the funding allocations for FY 2022-2023 Annual Action Plan.

City of Boynton Beach
FY 2022-2023 Federal and State Funding Allocations

No.	Eligible Activities	Funding Allocation	HUD Limits
1	CDBG Program Administration (no more than 20%)	$109,441	No more than 20%
2	SHIP Affordable Housing Program	$775,874	
3	CDBG Public Services – Community Based Non-profits	$ 80,000	No more than 15%
4	CDBG Housing Activities	$115,965	
5	CDBG Public Facilities and Improvements	$241,801	
	CDBG Total Uses	**$547,207**	
	CDBG Entitlement Funding	$547,207	
	Recaptured from CDBG Housing Rehab Program	$ 0	
	CDBG Total Sources	**$547,207**	

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for the administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	BOYNTON BEACH	Department of Financial Services/Community Improvement Division

Table 1 – Responsible Agencies

Narrative

The City of Boynton Beach's Financial Services Department is the lead agency responsible for the development of the Consolidated Plan, and the implementation of the housing and community development programs that are associated with the Plan. The Department is also responsible for administering local, state, and federal funds designated for housing and social services.

Consolidated Plan Public Contact Information

The Administrator for the CDBG program is:

RJ Ramirez, Manager, Community Improvement Division

Financial Services Department

100 E. Ocean Avenue

Boynton Beach, FL 33435

Telephone: 561-742-6359, Email: ramirezr@bbfl.us

PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

As part of the Consolidated Plan development process, federal regulations (24 CFR 91.200(b), 91.215(i)) include the requirement that a jurisdiction consults extensively with community service providers, other jurisdictions, and other entities with a potential interest in or knowledge of that jurisdiction's housing and non-housing community development issues. The city developed the Consolidated Plan through analysis of demographic data, consultation with community groups and concerned citizens, meetings with individual contacts, consultation with public and private agencies, and discussions with other governmental agencies. Representatives of the agencies either attended meetings or were contacted individually for input.

Individuals and organizations were invited to attend stakeholder meetings and public meetings and to respond to an online survey. This provided every stakeholder, interested party, or resident with the opportunity to reach out and provide feedback. At each meeting, attendees were encouraged to participate, provide input, and make recommendations. The online survey also provided an opportunity for suggestions and recommendations on the Five-Year Consolidated Plan and the One-Year Action Plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health, and service agencies (91.215(l)).

The City of Boynton Beach Department of Financial Services, through its Community Improvement Division, will continue implementing activities such as educational training and on-site technical assistance to enhance coordination efforts with public and private housing and supportive housing providers. This coordination will ensure the successful implementation of federally funded activities and the achievement of the goals and objectives set forth in the Consolidated Plan.

The City works with two local non-profit housing providers, one a local Habitat for Humanity affiliate and the other a community development corporation that was designated as a community-based development organization (CBDO) to carry out a special activity by a CBDO in a low-to-moderate-income (LMI) area referred to as the Heart of Boynton. The city donates vacant lots to both organizations to build affordable single-family houses for sale to LMI households with incomes at or below 80% of AMI.

The City does not have a public housing authority or any public housing units. However, the Palm Beach County and Delray Beach public housing authorities provide portable Housing Choice Vouchers that may be used in the City. The city also collaborates with the Boynton Beach Community Redevelopment Agency (CRA) on housing and economic development activities. Specifically, the Boynton Beach CRA also provides vacant lots to housing providers and assembles land, and issues requests for proposals to developers for mixed-income and mixed-use real estate development projects that serve LMI households.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The City does not receive federal funds directly to prevent homelessness. Residents who become homeless or are at risk of being homeless are eligible for emergency, transitional, rapid rehousing, permanent housing, and homeless prevention services through the County. The City of Boynton Beach will continue to work closely with Palm Beach County's Division of Human Services - Homeless and Housing Alliance (HHA) to help identify housing and services available for people who are homeless. The HHA aligns all activities and decisions with *Leading the Way Home Palm Beach County*, the County's adopted plan to end homelessness. The HHA membership includes interested citizens, formerly homeless persons, non-profit organizations, service providers, law enforcement, and faith-based agencies, governmental entities, educational organizations, and various civic groups. The HHA coordinates applications for funding under HUD's Continuum of Care (CoC) program and the State-funded Challenge grant program to ensure member efforts are effectively targeted and non-duplicative.

The city will continue to maintain its presence as a member of the Palm Beach County Homeless Advisory Board to ensure the needs of homeless residents within the city are considered in providing homeless services in the region. Homeless services available in Palm Beach County include meals, housing, clothing, showers, medical care, mental health services, and various forms of housing. Assistance through emergency financial assistance, self-sufficiency programs, drug and alcohol intervention and treatment, and other general homeless services are also available.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies, and procedures for the administration of HMIS

The Palm Beach County Continuum of Care is the countywide strategy (inclusive of Boynton Beach) for meeting the needs of individuals and families who are homeless or at risk of becoming homeless. The Continuum of Care known as the Homeless and Housing Alliance of Palm Beach County (HHA) is responsible for developing the homeless delivery system strategy based on information provided by the Continuum of Care members. The HHA Executive Committee serves as the decision-making body responsible for planning evaluation and coordination of HEARTH CoC resources and other relevant homeless funding. The Executive Committee is responsible for managing community planning, coordination, and evaluation to ensure that the system of homeless services and housing rapidly end people's homelessness permanently. The Committee consists of community-based representatives from government, business, formerly homeless individuals, law enforcement, banking, housing, service providers, faith groups, education, veterans, and health care. The HHA collaborates with community task forces to make sure crucial data is included in the Continuum planning process. The Homeless Coalition of Palm Beach County is responsible for developing the Continuum of Care strategy based on information provided by the Continuum of Care Planning Committee. The Homeless Coalition of Palm Beach County's Board of Directors is a community-based Board with representatives from government, business, formerly

homeless individuals, law enforcement, banking, housing, service providers, faith groups, education, veterans, and health care.

Although the City does not administer ESG funding, it supports efforts to house and provide support services to the homeless through the Continuum of Care. The Continuum of Care system begins with the Homeless Management Information System or HMIS. Homeless Individuals are navigated through the system either by telephone or through direct contact during Outreach efforts. The Continuum of Care Point-In-Time count is conducted to identify the number of homeless individuals and families in the county. It also serves to measure the needs of the homeless as well as provide direction for future development of housing and services.

2. Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies, and other entities

Due to the COVID-19 pandemic and related social distancing and work-from-home procedures, the City consulted with agencies, groups, and organizations through an online survey, review of agency websites, and invitations to public meetings. The lead agency consulted with the Boynton Beach CRA, the Planning Department, and the Economic Development Department of the City and has ongoing consultations with agencies through monthly reports, monitoring, and program implementation. The Palm Beach County Five-Year Consolidated Plan was also reviewed to determine areas for collaboration.

Surveys: An online agency survey of housing and community development needs was sent to over 70 agencies that are located in Boynton Beach or serving its residents. The online agency survey was open for a month and a link was posted on the City's website. The agencies included social services, housing providers, those serving youth, and faith-based organizations. The survey sought to identify current levels of services and barriers to delivering services. Housing and community services were limited by the pandemic, but the crisis generated several new needs. For example, business closures and resulting job losses exacerbated the already high costs of both rental and homeownership housing.

Agency representatives were asked to rank activities within the major housing and community development categories. The survey participants' rankings were paired with needs assessment data and the housing market analysis data to provide a final rating of "High" or "Low" need based both on data, community feedback, and what the city can realistically accomplish.

The city also invited agencies to two public meetings held to review the Consolidated Plan requirements and provide input on the Plan. The City began accepting CDBG applications from eligible non-profit organizations for funding Public Services activities on April 14, 2022, for FY 2022-2023. Applications were available online and submitted by May 20, 2022.

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	HOMELESS COALITION OF PALM BEACH COUNTY, INC.
	Agency/Group/Organization Type	Housing Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-homeless Services-Health Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	City staff maintain regular contact with the coalition throughout the year and include them in all discussions related to homeless services. The expected outcome will be a referral source for homeless individuals and families, and further collaboration on strategies to provide housing for homeless individuals and families.
2	**Agency/Group/Organization**	The Boynton Beach Faith-Based Community Development Corporation (BBFBCDC)
	Agency/Group/Organization Type	Housing Services - Housing Neighborhood Organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	An interview was conducted with agency staff. The BBFBCDC is a Community Housing and Development Organization situated within the CDBG target area. They are a sub-grantee with a history of providing affordable housing for LMI individuals and families. However, the high cost of land and housing construction in the city and County will severely limit their ability to serve residents.
3	**Agency/Group/Organization**	Legal Aid Society of Palm Beach County, Inc.
	Agency/Group/Organization Type	Service-Fair Housing Services - Victims
	What section of the Plan was addressed by Consultation?	Fair Housing
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Issued an online survey and reviewed the agency's website. The Legal Aid Society met with Community Improvement staff and the City's CDBG sub-grantees for purposes of training and disseminating information regarding Fair Housing rules and regulations. Further discussions were had regarding unfair housing practices that result in homelessness. This partnership will result in decreased unfair housing practices.
4	**Agency/Group/Organization**	Pathways to Prosperity
	Agency/Group/Organization Type	Services-Education
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Issued an online survey and reviewed the agency's website. The agency is a sub-grantee operating within the CDBG target area which provides education, financial literacy, job skills, and self-motivation. A holistic approach to self-sufficiency teaching low-income, public housing resident skills to become more financially independent. There is an ongoing collaboration with city staff, and it is anticipated that some of these families will become homeowners.
5	**Agency/Group/Organization**	Delray Beach Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Issued an online survey and reviewed the agency's website. Anticipated outcomes are to assist as many tenants as possible in becoming homeowners. To make them aware of any job training or job opportunities as they develop. To refer them to any social services available to them.
6	**Agency/Group/Organization**	Homeless and Housing Alliance of Palm Beach County
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Through its participation on the Housing Advisory Board, the city is in regular communication with the Homeless and Housing Alliance regarding the development of homeless prevention strategies throughout the county and the delivery of CoC funding to local agencies. It is anticipated that this coordination will result in a more seamless approach to ending homelessness and ensure effective targeting of limited resources.
7	**Agency/Group/Organization**	ARC of Palm Beach County
	Agency/Group/Organization Type	Services – Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Issued an online survey and reviewed the agency's website to assess the needs of people with disabilities in the community and identify gaps in needed services. It is anticipated that this consultation will result in better targeting of CDBG public service funding to these vulnerable residents.
8	**Agency/Group/Organization**	Career Source of the Palm Beaches
	Agency/Group/Organization Type	Job Training – Career Development
	What section of the Plan was addressed by Consultation?	Non-Housing Community Development Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Issued an online survey and reviewed the agency's website to assess the job training and placement needs of low-income individuals in the community. It is anticipated that this consultation will result in potential CDBG funding for economic opportunities if the agency applies for funding.

9	**Agency/Group/Organization**	Feeding South Florida
	Agency/Group/Organization Type	Emergency Food Assistance / Food Bank
	What section of the Plan was addressed by Consultation?	Public Services
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Issued an online survey and reviewed the agency's website to determine the causes and levels of hunger in the city. As a CDBG-CV sub-grantee, city staff was in contact with the agency. This consultation will result in a better understanding of the need for food assistance and how city resources can be used to assist.
10	**Agency/Group/Organization**	Habitat for Humanity of South Palm Beach County
	Agency/Group/Organization Type	Housing Rehab / Housing Development
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Issued an online survey and reviewed the agency's website to gain an understanding of the need for homebuyer assistance, and housing development for LMI city residents.

Table 2 – Agencies, groups, organizations who participated
Identify any Agency Types not consulted and provide rationale for not consulting

Publicly funded institutions and systems of care discharging persons into homelessness were not consulted because the City does not see evidence of a significant homeless population in the City. These institutions and systems of care are addressed through the Palm Beach County CofC with referrals from the City. Consultations are included in Palm Beach County's Consolidated Plan. Business and Civic leaders were not directly consulted but discussions regarding homelessness were addressed with the Boynton Beach CRA staff and from a review of meeting minutes of the CRA.

Adjacent units of general local government were not consulted directly on the Plan, but the City through its Comprehensive Plan amendment has included policies addressing regional issues (housing, transportation, and sustainability) and encouraging collaboration between the City and other agencies. The City also has inter-local agreements with Palm Beach School Board for school concurrency.

1	**Agency/Group/Organization**	FAU Center for Autism and Related Disabilities
	Population Served	Individuals with Autism
	What section the community was represented by Consultation during the planning process?	Service Provider – Persons with Disabilities
2	**Agency/Group/Organization**	Connect to Greatness, Inc.
	Population Served	African American boys and their families
	What section the community was represented by Consultation during the planning process?	Advocacy Organization Service Provider – Children Service Provider – Youth Services
3	**Agency/Group/Organization**	Literacy Coalition of Palm Beach County
	Population Served	Low- and Middle-Income children, youth and families
	What section the community was represented by Consultation during the planning process?	Service Provider – Youth Services Service Provider – Employment Training Service Provider - Children
4	**Agency/Group/Organization**	Alzheimer's Community Care
	Population Served	Persons with Alzheimer's disease and other neurocognitive disorders
	What section the community was represented by Consultation during the planning process?	Advocacy Organization Service Provider – the Elderly Service Provider – Persons with Disabilities Service Provider – Mental Health Health Care Agency Service Providers – Persons with Neurocognitive Disorders
5	**Agency/Group/Organization**	Boynton Beach Faith-Based CDC, Inc.
	Population Served	Boynton Beach households

	What section the community was represented by Consultation during the planning process?	Advocacy Organization Service Provider – Children Housing Provider – Rental Housing Housing Provider – Homeownership Housing Provider – Homeowner Occupied Rehabilitation Service Provider – Persons with HIV/AIDS Service Provider – Homeless Prevention Service Provider – Mental Health
6	**Agency/Group/Organization**	Christ Fellowship Church – Boynton Beach
	Population Served	Boynton Beach households
	What section the community was represented by Consultation during the planning process?	Other - Faith development Rent/Bills/Food assistance

Other local/regional/state/federal planning efforts considered when preparing the Plan

Table 3 – Other local / regional / federal planning efforts

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
City of Boynton Beach Racial and Social Equity Community Needs Assessment 2021	Prepared by Florida International University for the City of Boynton Beach	Identification of older housing stock; need for homeownership opportunities;
Boynton Beach State of the Economy – City of Boynton Beach Economic Development Plan 2022	City of Boynton Beach	Underdeveloped downtown economic development; lagging job growth; significant income disparity
Leveraging Equity to Attract and Retain Talent – An Economic Development Perspective 2022	Prepared by Florida International University for the City of Boynton Beach	Job training needed for high demand jobs; support at-risk students through mentorship/internship/apprenticeship; support first-time homebuyer programs and direct aid to renters; provide incentives for affordable housing; support resources for renovations and maintenance of older homes; consider land banking; increase access to wrap-around services and food security to under-resourced neighborhoods
City of Boynton Beach Housing Assessment Study 2022	City of Boynton Beach	Housing affordability as a key factor; need for rezoning and redevelopment of existing uses to create new housing; demand for housing exceeds supply
Boynton Beach Community Redevelopment Plan 2016	Boynton Beach CRA	Need for land use and zoning changes; increased population and housing demand; older housing stock; low rates of homeownership

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City also receives State Housing Initiatives Partnership (SHIP) Program funding from the State of Florida Housing Finance Corporation to provide affordable housing for very low, low, and moderate-income households. The City will receive funds through its Local Housing Assistance Plan (LHAP). The SHIP Program encourages the development of local housing partnerships between the City, lenders, real estate professionals, and advocates.

The City works with and receives technical assistance from the Florida Housing Coalition. According to the organization's website, the Coalition "is a nonprofit, statewide membership organization whose mission is to bring together housing advocates and resources so that all Floridians have a quality affordable home and suitable living environment." The Florida Housing Finance Corporation administers the SHIP program.

City staff regularly consults with Palm Beach County Department of Housing and Economic Sustainability, the City of Delray Beach Community Improvement Division, the City of Boca Raton, and the City of West Palm Beach to discuss and assess housing trends and any other housing and development issues. Staff studied the City's own Housing needs assessment as well as the City's Climate Action Plan and other relevant city planning reports. Additionally, the city routinely coordinates with the State of Florida in implementing the SHIP program and other state-funded programs.

Narrative (optional):

See above.

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize the citizen participation process and how it impacted goal setting

The City of Boynton Beach is engaged in ongoing activities to involve citizens and stakeholders in the Consolidated Planning process. In an effort to increase Citizen Participation among the public, private, and nonprofit organizations that deliver housing, social services, and community/economic development within the city, two Stakeholder meetings were held in person and virtually. In addition, an online Citizens Survey and Agency Survey was posted on the City's website.

Public Notices: Public notices were published regarding the Consolidated Plan in the Palm Beach Post, a newspaper of general publication, and the City's website. The first public notice was published on February 24, 2022, notifying the public about the Plan, the process, the survey links, and the meetings. The second public notice was published on April 20,2022, notifying the public about the Plan, the process, the survey links, and the meetings. The third notice was published on June 21, 2022, notifying the public about the 30-day comment period of the draft of the Consolidated Plan. See attached proof of publications and the following link to the City's website: City of Boynton Beach | CDBG Public Notice - FY 2022–2026 Consolidated Plan & FY 2022 Annual Action Plan (boynton-beach.org)

Public Meetings: A public meeting was held in person and virtually on March 2, 2022, and 5 members of the public were in attendance. The city reviewed the consolidated planning process, the Five-Year Consolidated Plan, the Annual Action Plan, the Analysis of Impediments to Fair Housing Choice, and citizen participation. Attendees were encouraged to participate in the community survey to determine priorities. Questions and comments were made regarding rising housing costs in the city and Palm Beach County, related property tax increases, unaffordable rents, bilingual survey availability, the differences between CDBG and SHIP funding, and CDBG national objectives and eligible activities.

A public meeting was held in person and virtually on April 13, 2022, and 6 members of the public were in attendance. The city reviewed the consolidated planning process, the Five-Year Consolidated Plan, the Annual Action Plan, the Analysis of Impediments to Fair Housing Choice, citizen participation, and the Notice of Funding Opportunity (NOFA) for CDBG Public Services applications. Questions and comments were made regarding how to apply for the CDBG funding, CDBG national objectives, eligible activities, administrative costs of CDBG, the need for affordable housing, multi-family housing, and neighborhood revitalization. Through agency interviews, it was noted that landlords were escalating rents to force tenants out and not accepting Section 8 certificates because it limited them from charging more than market rates.

The Consolidated Plan was submitted for City Commission approval on July 19, 2022, and residents were given the opportunity to comment on the plan at this open public hearing. No comments were received regarding the FY2022-2026 Consolidated Plan and FY2022 Annual Action Plan at this hearing.

Survey: An online community stakeholder/resident survey was posted for 30-days with a link on the City's website City of Boynton Beach | City Seeking Input on CDBG Program (boynton-beach.org). The survey requested information on housing and community development needs. As part of the survey, Community members were asked to rank activities within the major housing and community development categories. The community survey results were paired with needs assessment data and housing market analysis data to provide a rating based both on citizen perceptions, the data, and what the city can realistically accomplish.

30-day comment period – The draft Consolidated Plan and Annual Action Plan was made available on the City's website, at City Hall, and the Public Library for 30 days to solicit public comment from June 20, 2022, to July 19, 2022. No comments were received regarding the FY2022-2026 Consolidated Plan and FY2022 Annual Action Plan during the 30-day comment period.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Two public Meetings March 2, and April 13, 2022	Non-English Speaking - Specify other language: Spanish & Creole Broad community	(4 persons attended)	Participants noted the need for affordable housing and had general process questions.	All comments were accepted.	
2	Newspaper Ad – Public notices and plan summary	Non-targeted/broad community	No response was received from the published notices and plan summary.	No response was received from the published notices and plan summary.	Not applicable	
3	Internet Outreach Public notices, survey links, and plan summary on the City's website.	Non-targeted/broad community	Not applicable	No comments were received based on a notices and plan summary on the City's website.	Not applicable	
4	Public Hearing – July 19, 2022 – City Council approval of Con Plan and AAP	Non-targeted/broad community	About 44 persons attended the meeting which allowed comments on the Plan	No public comments were received.	Not applicable	
5	City Hall and Library Posting of draft Plan for 30-day comment period from June 20 to July 19, 2022	Non-targeted/broad community	0 comments were received.	No public comments were received.	Not applicable	
6	Surveys links on City website and resident newsletter	Non-targeted/broad community	16 survey responses	Priority needs – housing and jobs	All comments were accepted.	

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

This section introduces the key points of the Needs Assessment in the areas of affordable housing, homelessness, special needs housing, public housing, disproportionate housing needs, and non-housing community development. The analysis seeks to understand the specific household characteristics and needs for different household types such as small, large, elderly, and persons with disabilities. Since CDBG grant program eligibility is based on specific household income classifications, household income is an important aspect of the analysis. Household incomes are classified as follows: extremely low-income -at or below 30 percent of Area Median Income (AMI); very low-income - between 31 and 50 percent of AMI; and moderate-income - between 51 and 80 percent of AMI.

Housing Needs Assessment: The city's residents experience several types of housing problems: supply, demand, and affordability; substandard housing (lacking complete plumbing or kitchen facilities); overcrowding and severe overcrowding; cost burden, and severe cost burden (spending more than 30% or 50% of income on housing costs); and zero or negative income. Housing affordability and cost burden are the two most common housing problems for residents of the city. There is a significant need for affordable housing for renters and owners, especially for the very and extremely low-income households.

Disproportionately Greater Need: A disproportionately greater need exists when the members of a racial or ethnic group at a specific income level experience housing problems at a greater rate (10% or more) than the income level. The 2011-2015 CHAS data shows that Black/African Americans experience the highest rate of at least one housing problem in all income categories, followed by Whites and then Asian households. A household experiences a cost burden when its housing expenses exceed 30% of gross household income and a severe cost burden when such expenses exceed 50% of gross household income. Cost burden makes for housing instability, increasing the likelihood of eviction or foreclosure, particularly for severely-cost burdened households. Black households have the highest incidence of cost burden.

Public Housing: The City does not have an active public housing agency. The public housing needs of Boynton Beach residents are met by the Palm Beach County and Delray Beach Housing Authorities through the administration of the Section 8 Housing Choice Voucher Program.

Homeless Needs Assessment: According to the Florida Coalition for the Homeless, the major cause of homelessness is the lack of affordable housing. The 2020 PIT survey for Palm Beach County conducted on January 24, 2020, identified 1,510 homeless persons on the day of the count (480 in shelter and 1,030 unsheltered). District 3, which contains the City of Boynton Beach, had the second-highest number of unsheltered homeless (230 or 22%) on the day of the count. Any persons that become homeless in the City are referred to homeless providers that are part of the local CofC.

Non-Homeless Special Needs Assessment: The City of Boynton Beach has identified the non-homeless special needs population as elderly persons, persons with disabilities, persons with alcohol or other drug addictions, persons with HIV/AIDS, and their families, and victims of domestic violence. The city addresses the vast needs of these groups by utilizing CDBG funding to support agencies that provide services that address the needs of the population.

Non-Housing Community Development Needs: Based on public input received and data from Palm Beach County needs assessments, the city has the following non-housing community development needs:

- Public Services include services for the elderly, children and youth, homeless prevention, persons with disabilities, mental health, and education.
- Public facilities for special needs populations including group homes, shelters for the homeless and victims of domestic violence, and persons with HIV/AIDS.
- Services for persons released from incarceration and being assimilated into their communities.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a, b, c)

Summary of Housing Needs

Demographics	Base Year: 2009	Most Recent Year: 2017	% Change
Population	68,041	74,485	9%
Households	29,134	29,230	0%
Median Income	$45,287.00	$50,561.00	12%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2013-2017 ACS (Most Recent Year)

The HUD-provided data shows that between 2009 and 2017, the total population of the City of Boynton Beach increased 9% from 74,485 to 68,041. According to the American Community Survey (ACS), the 2020 population of Boynton Beach is estimated to be 78,060, a 15% increase since 2009. As of the 2020 ACS, the racial composition was 58.7% White; 31.5% Black; 2.4% Asian; and 5.5% two or more races. Seventeen percent (16.9%) are of Hispanic or Latino origin. Native-born U.S. citizens constitute 74.3% of the population. The balance of the population is divided between foreign-born naturalized citizens (14.1%) and non-citizen residents (11.6%). Seventy-five percent of adults have a high school diploma or better, and 16% have a 4-year university degree or higher level of education.

Per the 2013-2017 American Community Survey, the total number of households in the Boynton Beach is 29,230 with an average size of 2.52 persons. Households with at least one member 60 years or older are the most prevalent—43.7% of all households. There are 23.4% of households with at least one child less than 18 years. Among these households with minor children, 56.9% are family households and 43.1% are non-family households.

Boynton Beach median income for a household of four persons increased from $45,287 in 2009 to $50,561 in 2019, an increase of 11.6%. The poverty rate among families with children less than 18 years of age is 15.7%, and the poverty rate among elderly over 65 years of age is 8.8%. In 2019, 43.1% of all households in the City had annual income less than $50,000; 35.8% had income between $50,000 and $99,999; and 21.2% had income over $100,000. Household tenure in Boynton Beach for 2019 is 58.7% owners (44,650) and 41.3% renters (31,456).

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	3,910	4,350	5,380	3,615	11,975
Small Family Households	1,105	1,210	1,700	1,125	4,895
Large Family Households	165	465	315	330	505
Household contains at least one person 62-74 years of age	800	945	1,015	625	2,640

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Household contains at least one-person age 75 or older	1,160	1,350	1,250	680	1,260
Households with one or more children 6 years old or younger	415	705	495	555	1,230

Table 6 - Total Households Table

Data Source: 2013-2017 CHAS

Per the 2013-2017 CHAS data, there are 29,230 households in the City of Boynton Beach. Applying the rates of tenure from the 2019 ACS yields an estimated 17,158 owners (58.7%) and 12,072 renters (41.3%). Out of all households, 59% have incomes below Area Median Income. Small family households represent 34.3% of all households, and large family households represent 6.1%. Forty percent of all households have at least one-person age 62 or older, and among these 66.7% have incomes below Area Median Income. Households with young children (6 years or less) are less prevalent (11.6% of all households) and have a lower incidence below AMI (63.8% are below Area Median Income).

Housing Needs Summary Tables

Housing problems data contained within this section is provided by HUD's Community Housing Affordability Study (CHAS). Housing problems are:

- Substandard Housing – households without hot and cold piped water, a flush toilet, a bathtub or shower; or with kitchen facilities that lack a sink with piped water, a stove or range, or a refrigerator.
- Severely Overcrowded – households housing more than 1.51. persons per room excluding bathrooms, porches, foyers, halls, or half-rooms.
- Overcrowded – households housing 1.01 to 1.5 persons per room excluding bathrooms, porches, foyers, halls, or half-rooms.
- Severe Cost Burden (>50%) – the fraction of the household's total gross income spent on housing costs exceeds 50%. For renters, housing costs include rent plus utilities. For owners, housing costs include mortgage payment, taxes, insurance, and utilities.
- Cost Burden (>30-50%) – the fraction of the household's total gross income spent on housing costs exceeds 30% but is less than 50%. For renters, housing costs include rent plus utilities. For owners, housing costs include mortgage payment, taxes, insurance, and utilities.

The following HUD-provided data tables enumerate housing problems in the City of Boynton Beach. A narrative discussion follows the tables.

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	125	85	135	10	355	25	4	25	15	69
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	0	80	25	35	140	0	0	0	0	0
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	40	205	25	30	300	15	150	95	90	350
Housing cost burden greater than 50% of income (and none of the above problems)	1,520	1,205	655	115	3,495	985	565	285	65	1,900
Housing cost burden greater than 30% of income (and none of the above problems)	20	390	1,115	865	2,390	280	530	640	490	1,940
Zero/negative Income (and none of the above problems)	235	0	0	0	235	370	0	0	0	370

Table 7 – Housing Problems Table

Data Source: 2013-2017 CHAS

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	1,685	1,580	840	190	4,295	1,025	720	405	165	2,315
Having none of four housing problems	60	530	1,620	1,440	3,650	535	1,520	2,515	1,815	6,385
Household has negative income, but none of the other housing problems	235	0	0	0	235	370	0	0	0	370

Table 8 – Housing Problems 2

Data Source: 2013-2017 CHAS

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	730	820	765	2,315	145	250	245	640
Large Related	80	235	120	435	55	105	65	225
Elderly	440	530	360	1,330	995	645	460	2,100
Other	450	350	665	1,465	80	165	220	465
Total need by income	1,700	1,935	1,910	5,545	1,275	1,165	990	3,430

Table 9 – Cost Burden > 30%

Data Source: 2013-2017 CHAS

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	710	575	290	1,575	100	165	80	345
Large Related	80	40	0	120	55	30	10	95
Elderly	440	405	210	1,055	785	290	160	1,235
Other	425	290	240	955	60	110	60	230
Total need by income	1,655	1,310	740	3,705	1,000	595	310	1,905

Table 10 – Cost Burden > 50%

Data Source: 2013-2017 CHAS

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	40	165	65	65	335	0	140	75	80	295
Multiple, unrelated family households	0	120	4	0	124	15	4	20	10	49
Other, non-family households	0	0	0	0	0	0	0	0	0	0
Total need by income	40	285	69	65	459	15	144	95	90	344

Table 11 – Crowding Information – 1/2

Data Source: 2013-2017 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present								

Table 12 – Crowding Information – 2/2

Describe the number and type of single person households in need of housing assistance.

The 2017 ACS data shows that there are 9,246 single person households in Boynton Beach, which is 33.6% of all occupied housing units. Single person households are 59% owner-occupied and 41% renter occupied. Using the ACS estimate that 13% of persons are living in poverty, it is estimated that 1,202 single person households in Boynton Beach need housing assistance.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault, and stalking.

Persons with Disabilities. 2019 ACS data shows that 12.5% of all Boynton Beach residents have at least one type of disability. Among residents 65 or older, about 29.3% have a disability, more than double the rate among residents in general. Adult residents aged 18-64 years have a disability rate of 8.9%, and 4.1% of those under 18 years of age have a disability. Persons with disabilities are typically more vulnerable to housing discrimination than others, often due to housing providers' lack of knowledge about reasonable accommodation provisions in fair housing laws. Persons with disabilities also face challenges finding housing that is accessible and located near transit and supportive services.

Victims of domestic violence, dating violence, sexual assault, and stalking. The 2015 National Intimate Partner and Sexual Violence Survey (NISVS) reports that 1 in 5 women and 1 in 8 men have experienced completed or attempted rape. In the U.S., 43.6% of women experienced some form of sexual violence in their lifetime, with 4.7% of women having experienced that violence in the recent 12 months. In the U.S., 24.8% of men experienced some form of sexual violence in their lifetime, with 3.5% of men having experienced that violence in the recent 12 months. According to the NISVS, 16% of women in the U.S. were victims of stalking at some point in their lifetime, with 3.7% of women having experienced stalking in the recent 12 months. In the U.S., 5.8% of men in the U.S. were victims of stalking at some point their lifetime, with 1.9% of men having experienced stalking in the recent 12 months. The NISVS reports that 1 in 4 women and 1 in 10 men experienced contact sexual violence, physical violence, and/or stalking by an intimate partner and reported an intimate partner violence (IPV)-related impact during their lifetime.

Sexual violence is also linked to negative health effects. Sexual violence victims are more likely to smoke, abuse alcohol, use drugs, and engage in risky sexual activity. The trauma from sexual violence may impact a survivor's employment in terms of time off from work, diminished performance, job loss, or being unable to work. These issues disrupt earning power and have a long-term effect on the economic well-being of survivors and their families. Coping and completing everyday tasks after victimization can be challenging. Victims may have difficulty maintaining personal relationships, returning to work or school, and regaining

a sense of normalcy. Housing assistance can also be a critical support. The National Alliance to End Homelessness argues that a "strong investment in housing is crucial [to victims of domestic violence] …so that the family or woman is able to leave the shelter system as quickly as possible without returning to the abuse." The Alliance also reports that studies on homelessness have shown a correlation between domestic violence and homelessness.

Using the statistics from the NISVS and recognizing that housing instability can be linked to victims of sexual violence, it is estimated that 43.6% of women in Boynton Beach (35,045 women) may need housing assistance in their lifetime, with 4.7% of women (3,778 women) requiring that assistance each year. It is estimated that 24.8% of men in Boynton Beach (19,934 men) may need housing assistance in their lifetime, with 3.5% of men (2,813 men) requiring assistance each year.

What are the most common housing problems?

According to the 2013-2017 CHAS data in Table 1, across all income groups there are 5,885 renters and 3,840 owners experiencing housing cost burden in the absence of other housing problems. Cost burden is by far the most common housing problem. Among the renters, 3,495 are severely cost burdened, and 1,655 (47.4%) of those are very low income (0-30% AMI). Among the owners, 1,900 are severely cost-burdened, and 1,000 (52.6%) of those are very low income (0-30% AMI). The incidence of substandard housing (424), overcrowded housing (650), and severely overcrowded housing (140) in the absence of other housing problems is infrequent but is experienced more often among renters (795) than among owners (419).

Are any populations/household types more affected than others by these problems?

According to the 2013-2017 CHAS data in Table 2, extremely low-income renter households have the highest incidence of experiencing 1 or more housing problems (1,685 households), followed by very low-income renter households (1,580 households), extremely low-income owner residents (1,025 households), and very low-income owner households (720 households). Renters have the highest incidence of housing problems across all income levels reported in the CHAS data.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

Severe cost burden (housing costs exceeding 50% of gross monthly income) among low and extremely low-income households puts households at risk of homelessness given their limited capacity to absorb external financial pressures. According to the CHAS data, over 5,000 households (3,380 renters and 1,835 owners) with income below 80 percent AMI are experiencing severe cost burden putting them at risk. A majority of these households (64.8% or 3,380 households) are renter households with 1,835 owner occupied households representing the remaining 35.2%. After housing and utility costs, other essential needs including transportation, childcare, healthcare, and food may become financially inaccessible to these households, potentially causing additional health and security risks. These households have insufficient excess income that would allow them to save for future need, including unforeseen emergencies, or retirement. These factors put these households at a greater risk of making difficult

decisions, weighing housing payments against essential needs payments. This increases their likelihood of eviction, default, foreclosure, or other paths that may lead to homelessness.

The stress associated with the possibility of experiencing homelessness is becoming increasingly more prevalent for households statewide and locally. According to the Shimberg Center's Rental Market Study 2019, 674,201 rental units were added to the housing stock in Florida from 2000- 2017. Housing units with a rental cost of $1,000 or more grew by 718,166, while units with rental costs of $1,000 or decreased by 43,956 units. In addition, cost burdened households have also increased. The Shimberg Center reports that 61% of cost burdened households are in large counties, and Boynton Beach is located in Palm Beach County (geographically the largest county in the state and the third largest in population). As the data trends move unfavorably for low-income and extremely low-income households, the levels of stress, challenges, and households at-risk of experiencing homelessness increase.

The higher demands and very low inventory in the rental market are among the most critical factors affecting the housing stock for low-income and extremely low-income households. These factors indicate that households receiving rapid re-housing assistance face housing instability as assistance expires or is terminated. There is a strong correlation with the ability to maintain stable housing and its relationship to earned income, medical services, behavioral health services, adequate nutrition, and education. A lack of adequate services or the lack of ability to pay for the needed services can result in persons facing homelessness. Local service providers work to address these challenges with struggling households, however, the systemic challenges that exist make it extremely difficult to achieve the desired outcomes of lasting affordable stable housing.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates: The at-risk population, defined by the Palm Beach County Homeless and Housing Alliance (Continuum of Care) includes the following:

1. Households that have an annual income below 30% of median family income for the area; AND (i) Do not have sufficient resources or support networks immediately available to prevent them from moving to an emergency shelter or another place defined in Category 1 of the "homeless" definition; AND (ii) Meet one of the following conditions:
    a. Has moved because of economic reasons 2 or more times during the 60 days immediately preceding the application for assistance; OR
    b. Is living in the home of another because of economic hardship; OR
    c. Has been notified that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance: OR
    d. Lives in a hotel or motel and the cost is not paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals, OR
    e. Lives in an SRO or efficiency apartment unit in which there reside more than 2 persons or lives in a larger housing unit in which there reside more than one and a half persons per room: OR
    f. Is exiting a publicly funded institution or system of care, OR
    g. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness.
2. A child or youth who does not qualify as homeless under the homeless definition, but qualifies as homeless under another Federal statute

3. An unaccompanied youth who does not qualify as homeless under the homeless definition but qualifies as homeless under section 725(2) of the McKinney-Vento Homeless Assistance Act, and the parent(s) or guardian(s) of that child or youth if living with him or her.

Palm Beach County utilizes a Coordinated Entry system and the HMIS (Homeless Management Information System) to record and track the number of persons who are considered at-risk in Palm Beach County. During the time period 10/01/18 to 09/30/19, of the 2,632 households that contacted Coordinated Entry for assistance, 31% (816) households were categorized as at-risk of homelessness. It should be noted that of the 816 at-risk households, 62% were families, 5% were singles over the age of 24, and 26% were youth. In addition, the County tracks the number of singles and families that have received homeless prevention services through social service agencies, governmental agencies, and faith-based organizations. During the 2018/2019 time period, 2,435 households (or 5,955 persons) were served at that time and consisted of 1,487 families (or 5,007 persons) and 948 singles.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness The National Low Income Housing Coalition found in 2018 that a renter working 40 hours a week and earning minimum wage can afford a typical two-bedroom apartment (i.e., not be cost-burdened) in exactly **zero** counties nationwide. A household that is paying over 50 percent of total income on housing related expenses (severely cost burdened) is linked with instability and increased risk of homelessness. Other characteristics that are linked with instability and increased risk of homelessness include domestic violence, unstable employment, and increased risk of health issues all of which may force unexpected and sudden increased costs or decreased income on a household that does not have sufficient income to weather.

Discussion

1,000 people move to Florida every day, making Florida the second fastest-growing state in the country. Yet as housing demand increases, there are not enough options to meet the demand of those who need affordable housing. No state has an adequate supply of affordable housing, according to The Gap, an annual report from the National Low Income Housing Coalition, published in March. Florida is one of the five states that are most challenging for extremely low-income renters to find affordable housing, along with Nevada, California, Oregon, and Arizona. Only 36% of extremely low-income renters are working people, many with jobs in the retail and service industries that were among the hardest hit by the pandemic. The remaining percentage is made up of seniors, households with disabilities and students or single parents or caregivers. Over half of the country's largest occupations do not pay a high enough hourly wage on average for its workers to afford a one- or two-bedroom apartment, the report says. The report says full-time workers need to make $19.56 an hour to afford a one-bedroom apartment and make $23.96 an hour to afford a two bedroom on average across the country.

Nick VinZant, a senior research analyst at QuoteWizard, has researched the growing gap between housing costs and income nationwide. His report says Florida has the seventh-highest disparity between housing costs and income. In Florida, the median income has increased by slightly more than 20% since 2012 while median housing prices have almost doubled, increasing by 99.3%. Compared to the rest of the country, Florida's housing price increase was above the national average, yet the rise in Floridians' incomes was about $5,000 less than in other states. For a household earning the current median income of $55,660, VinZant reported that these workers may eventually end up being priced out of Florida as it continues to be a destination state. Florida has only 28 affordable homes available for every 100 extremely low-income renter households, according to the report.

Housing economics expert at Florida International University, Ned Murray, recently completed an affordable housing needs assessment. Murray's report showed that 57% of workers in the county are employed in low-wage, service-sector jobs with hourly wages equivalent to 46% to 60% of the county's 2018 median household income, which is $59,943. The result is that 97,000 renter households in the county were "cost-burdened," with 53% of those being "severely" cost-burdened. Murray's study noted that 17,000 housing units in Palm Beach County that are considered affordable, or workforce housing are lost each year to appreciation. Those 17,000 additional homes become unattainable to the majority of Palm Beach County households every year due to rising property values.

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

This section assesses the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole. The data in this section are pre-populated by HUD and reflect the 2013-2017 CHAS dataset (the most recent data available for Consolidated Planning) which breaks households down by race, ethnicity, income, and housing problems. The largest population group in Boynton Beach remains residents who report their race and ethnicity as White, representing 58.7% percent of the total population. Hispanic residents comprise 15.9% of the city's residents, while Black or African American residents are the second most prominent minority group representing 31.5% of the population. Asian residents comprise 2.4% of the population and residents who identify belonging to two or more races represent 5.5%.

Introduction

A disproportionately greater need exists when the members of a racial or ethnic group at a given income level experience housing problems at a greater rate (10%+) than households at that same income level as a whole. Housing problems include: 1) Housing unit lacks complete kitchen facilities; 2) Housing unit lacks complete plumbing facilities; 3) Overcrowding greater than 1.0 persons per room (not including bathrooms, porches, foyers, halls, or half rooms); and 4) Housing cost burden greater than 30%. HUD's Community Housing Affordability Study (CHAS) provides data on the incidence of housing problems experienced by various racial/ethnic groups at identified income groups 0 – 100% AMI.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,010	295	605
White	1,820	185	455
Black / African American	925	80	100
Asian	15	10	10
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	205	20	45

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2013-2017 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,215	1,130	0
White	1,595	845	0
Black / African American	1,245	125	0
Asian	34	15	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	295	145	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2013-2017 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,995	2,385	0
White	1,455	1,575	0
Black / African American	1,040	565	0
Asian	10	65	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	445	180	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2013-2017 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,710	1,905	0
White	920	1,255	0
Black / African American	530	355	0
Asian	10	45	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	15	0
Hispanic	195	215	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2013-2017 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

Discussion

Extremely Low Income – 0-30% of AMI:

- Most groups at this income level have high rates of housing problems. At this income level, 77% of all households experience at least one of the four housing problems. Black/African Americans experience the highest rate of at least one housing problem (83.7%) and Asians experience the lowest (42.8%). At 0-30% AMI, Whites and Hispanics experience a similar incidence of housing problems, at 74% and 76%, respectively.

Very Low Income – 30-50% of AMI:

- In the 30-50% AMI group, 74% of households experience at least one of the four housing problems. As with the 0-30% AMI group, Black/African Americans experience the highest rate of

having at least one housing problem (91%). The lowest rate of housing problems at this income group is White (65.4%), followed by Hispanic (67%), and Asian (69.3%).

Low Income – 50-80% of AMI:

- Although a majority of households (55.7%) experience at least one housing problem at this income level, Hispanic households have the highest incidence at 71.2%. Black/African American households experience one or more housing problems at a rate of 64.8%, followed by White households (48%), and Asian households (13.3%).

Moderate Income – 80-100% of AMI:

- At the 80-100% AMI level, only one group has a majority with one or more of four housing problems. For all households at this level, 47.3% experience at least one housing problem. The highest rate of housing problems occurs in Black/African American households (60%), and Asians experience the lowest (18.2%). Hispanic households experience one or more housing problems at a rate of 47.6%, followed by White households (42.3%), and Asian households (18.2%).

The CHAS data reveals the following disproportionately greater need, as follows:

- At 0-30% AMI, no groups have a disproportionate need compared to the jurisdiction as a whole.
- At 30-50% AMI, Black/African American households experience a disproportionate need (91% compared to 74% for the jurisdiction).
- At 50-80% AMI, Hispanic households experience a disproportionate need (71.2% compared to 55.7% for the jurisdiction).
- At 80-100% AMI, Black/African American households experience a disproportionate need (60% compared to 47.3% for the jurisdiction).

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

This section assesses the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction A disproportionately greater need exists when the percentage of households in a particular income category that are members of a particular racial or ethnic group is at least 10 percentage points higher than the percentage of persons in the same income category as a whole. Severe housing problems are defined as: 1) Housing unit lacks complete kitchen facilities; 2) Housing unit lacks complete plumbing facilities; 3) Overcrowding greater than 1.5 persons per room (not including bathrooms, porches, foyers, halls, or half rooms); and 4) Housing cost burden greater than 50%. HUD's Community Housing Affordability Study (CHAS) provides data on the incidence of severe housing problems experienced by various racial/ethnic groups at identified income groups 0 – 100% AMI.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,710	595	605
White	1,610	400	455
Black / African American	870	135	100
Asian	15	10	10
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	185	40	45

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2013-2017 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,300	2,050	0
White	1,105	1,340	0
Black / African American	900	480	0
Asian	34	15	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	235	210	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data Source: 2013-2017 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,245	4,135	0
White	630	2,395	0
Black / African American	430	1,175	0
Asian	0	75	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	180	445	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data Source: 2013-2017 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	355	3,255	0
White	225	1,955	0
Black / African American	85	800	0
Asian	10	45	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	15	0
Hispanic	0	410	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data Source: 2013-2017 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Discussion

This section discusses the income categories in which a racial or ethnic group has a disproportionately greater severe housing need.

Extremely Low-income - 0-30 % of AMI:

- At this income level, 52.8% of households experienced severe housing need. All households with reported problems, except for White households (45.2%), show that disproportionate needs exist. Asian households experienced the highest disproportion at 69.4%, followed by Black/African American households (65.2%), and Hispanic households (52.8%).

Very Low Income – 30-50% of AMI:

- In the 30-50% AMI group, 52.9% of households experience severe housing need. As with the 0-30% AMI group, Asian and Black/African American households experience the highest disproportion at 69.4% and 65.2%, respectively. The lowest rate of severe housing need at this income group is White (45.2%), followed by Hispanic (52.8%).

Low Income – 50-80% of AMI:

- Among the 50-80% AMI group, 23.1% of households experience severe housing need. There is no group experiencing a disproportionate need, and the rate for each group does not deviate from the overall rate. Twenty-nine percent of Hispanics experience severe housing need, followed by Black/African Americans (26.8%), and Whites (20.8%).

Moderate Income – 80-100% of AMI:

- At the 80-100% AMI level, 9.8% of households experience severe housing need. No groups experience a disproportionate need, although Asian households come the closest at 18.2%. White households report 10.3% experience severe housing need, and 9.6% of Black/African American households experience severe housing need.

The CHAS data reveals the following disproportionately greater need, as follows:

- At 0-30% AMI, only White households experienced no disproportionate need compared to the jurisdiction as a whole.
- At 30-50% AMI, Black/African American and Asian households experience a disproportionate need (69.4% and 65.2%, respectively, compared to 52.9% for the jurisdiction).
- At 50-80% AMI, no household groups experience a disproportionate need, compared to the rate of 23.1% for the jurisdiction.
- At 80-100% AMI, no household groups experience a disproportionate need, compared to the rate of 9.8% for the jurisdiction.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

This section assesses the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction: A household experiences cost burden when its housing expenses exceed 30% of gross household income. Severe cost burden occurs when such expenses exceed 50% of gross household income. Cost burden makes for housing instability, increasing the likelihood of eviction or foreclosure particularly for severely-cost burdened households. Cost burden detracts from the availability of household financial resources to meet basic non-housing needs for medical care, proper nutrition, education, and transportation. The prevalence of cost burden in a community is an indicator of need for additional affordable housing. HUD's Community Housing Affordability Study (CHAS) provides data on household cost burden and severe cost burden by various racial/ethnic groups. A disproportionately greater need exists when the percentage of households in a particular income category that are members of a particular racial or ethnic group is at least 10 percentage points higher than the percentage of persons in the same income category as a whole.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	16,825	5,965	5,835	610
White	11,905	3,110	3,355	455
Black / African American	2,450	1,795	1,800	100
Asian	345	35	49	10
American Indian, Alaska Native	15	0	0	0
Pacific Islander	25	0	0	0
Hispanic	1,945	925	530	45

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2013-2017 CHAS

Discussion:

The CHAS data indicates that a total of 40.4% of all households in the jurisdiction are overall cost burdened, including 5,965 cost burdened (20.4%) and 5,835 severely cost-burdened (19.9%). There are no disproportionate needs among households experiencing cost burden greater than 30% but less than 50% of household income, but the cost burden among Black/African American households was the closest to being disproportionate at 29.2%, followed by Hispanic households at 26.9%. Cost burden is lowest among Asian and White households, at 8.0% and 16.5%, respectively. Severe cost burden greater than 50% also varies by race/ethnicity and no groups experience the level of disproportionate need, but Black/African American households is again closest at 29.3%. White households experience severe cost burden at a rate of 17.8%, followed by Hispanic households at 15.4%, and Asian households at 11.2%. It is apparent from the CHAS data that Black/African American households experience the highest incidence of being cost burdened (both overall and severely).

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

According to the HUD tables in the previous three sections, disproportionate housing needs exist for the following groups:

- Black households experience disproportionate housing needs relative to the jurisdiction at 30-50% AMI and 80-100% AMI levels.
- Black households also experience housing cost burden at high rates compared to the jurisdiction, but not quite high enough to meet the definition of disproportion.
- Hispanic households experience disproportionate housing needs relative to the jurisdiction at the 50-80% AMI income levels and experience severe housing problems disproportionately compared to the jurisdiction at the 0-30% AMI level.
- Asian households experience disproportionate severe housing needs relative to the jurisdiction at the 0-30% AMI and 30-50% AMI levels.

If they have needs not identified above, what are those needs?

The City has not identified any other disproportionate needs.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

Data is not available at the City level to depict the location of disproportionate needs; however, data is available that identifies geographic areas of greater racial/ethnic concentration within Palm Beach County. The two prevalent minority racial/ethnic groups in the City of Boynton Beach, as well as greater Palm Beach County, are Hispanics and Blacks. Data from the American Community Survey (2013-2017) reveals that Hispanics represent 21.3%, and Blacks 19.7%, of total population countywide. Within Boynton Beach, Blacks represent 31.5% and Hispanics represent 15.9%. Residents who identify as Black/African American are most likely to be living in the northeast portion of the city. With a diversity score of 92 out of 100, Boynton Beach is more diverse than many other US cities. According to maps created at the www.bestneighborhood.org website, the most diverse area within Boynton Beach's proper boundaries is to the north of the city. The least diverse areas are located in the south parts of Boynton Beach.

NA-35 Public Housing – 91.205(b)

Introduction:

According to the Shimberg Center for Housing Studies' Affordable Housing Data Clearinghouse, there are 2,681 publicly assisted developments that provide 285,010 affordable housing units statewide through a variety of funding sources including the Florida Housing Finance Corporation, local housing finance authorities, the United States Department of Agricultural Rural Development, the HUD Multifamily program and HUD Public Housing. Neither the Small Cities CDBG, HOPWA, nor ESG, provide funding to PHAs in Florida. The City of Boynton Beach is served by the Palm Beach County Housing Authority (PBCHA). PBCHA provides affordable housing to low-income individuals, families, elderly, and persons with disabilities. PBCHA owns and manages four public housing communities in West Palm Beach and Lantana, as well as forty-three single family homes throughout Boynton Beach. PBCA operates a total of 468 Public Housing units and manages 1,866, which are comprised of 92 project-based and 1,572 tenant-based vouchers.

Totals in Use

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project-based	Tenant-based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	468	1,866	92	1,572	0	202	0

Table 22 - Public Housing by Program Type

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Data Source: PIC (PIH Information Center)

Characteristics of Residents

The tables on the next page outline the specific characteristics of families within the City of Boynton Beach that are receiving assistance through the PBCHA. The Housing Authority provide access to affordable housing to extremely low, low, and moderate-income families through the operation of rental units and

administration of tenant- based and project-based vouchers.

Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project-based	Tenant-based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	15,969	13,936	10,164	14,287	0	12,919
Average length of stay	0	0	5	8	0	9	0	6
Average Household size	0	0	2	3	1	3	0	3
# Homeless at admission	0	0	0	0	0	0	0	0
# of Elderly Program Participants (>62)	0	0	135	305	75	221	0	9
# of Disabled Families	0	0	68	249	14	211	0	24
# of Families requesting accessibility features	0	0	468	1,866	92	1,572	0	202
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0

Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project-based	Tenant-based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Race	Certificate	Mod-Rehab	Public Housing	Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program
White	0	0	102	291	19	209	0	63
Black/African American	0	0	365	1,448	73	1,254	0	121
Asian	0	0	1	2	0	1	0	1
American Indian/Alaska Native	0	0	0	1	0	1	0	0
Pacific Islander	0	0	0	124	0	107	0	17
Other	0	0	0	0	0	0	0	0

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Ethnicity	Certificate	Mod-Rehab	Public Housing	Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program
Hispanic	0	0	71	241	9	188	0	44
Not Hispanic	0	0	397	1,625	83	1,384	0	158
***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**								

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

This is not applicable for the City of Boynton Beach. The City does not directly maintain or manage public housing.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

The City of Boynton Beach does not directly administer vouchers. The most immediate need of residents on the waiting list for vouchers with PBCHA is finding rental units that meet their needs and accept their voucher. Existing households are experiencing some type of housing problem such as cost burden, housing overcrowding, or substandard housing.

How do these needs compare to the housing needs of the population at large?

Discussion

The Shimberg Center for Housing Studies' 2019 Market Study compares households living in publicly assisted housing units with those of the rental market overall in the state of Florida. Households in publicly assisted units are more likely to be lower income and are more likely to be either households with children or elderly residents than the overall rental population. These populations are likely to have unique needs aside from their economic constraints including neighborhood access to good schools (for households with children), access to transportation and medical care (elderly) and accessible housing units (elderly have a higher incidence of disability overall).

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

The City of Boynton Beach collaborates closely with Palm Beach County Human Services in addressing the issues of homelessness throughout the county. Because the needs of both jurisdictions are interrelated, much of this narrative is extracted from Palm Beach County's most recent (2020 – 2024) Consolidated Plan and is sufficiently representative of the needs within both jurisdictions.

Combating homelessness in Palm Beach County is a complex issue. Homelessness does not discriminate, as it does not only affect only a certain group, class, or type of individual or family. Rarely does a single factor contribute to an individual's homelessness but is more often a result of multifaceted set of circumstances. Homelessness can be driven by economic problems, by a lack of affordable housing options, familial issues, mental or physical health, substance abuse, or a combination of these. Homelessness can be caused by any of, or all these issues, and these can often be interrelated.

Because of this, combating homelessness requires a collaborative and community-based approach. Toward that end, the City of Boynton Beach works in close collaboration with the Palm Beach County Human Service Division and the Homeless & Housing Alliance of Palm Beach County. It is through this collaboration and information sharing, as well as the strategic allocation of resources, that we hope to have the greatest impact in one day eliminating homelessness in our communities.

The data provided in this section was derived from the 2020 Point in Time (PIT) count that occurred on January 24, 2020. Every year (pre-COVID) the County undertakes its Point in Time Count as well as a Shelter Survey. These two events seek to identify the number of homeless individuals and families In Palm Beach County. The PIT count is used to obtain a sheltered and unsheltered persons count for a twenty-four-hour period. The shelter survey is completed by the shelter operators and is used to count the homeless individuals and families in shelter during the survey period.

While the numbers below represent the total number of homeless in Palm Beach County, District 3, which contains the City of Boynton Beach, had the second highest number of unsheltered homeless (230 or 22%) on the day of the count, highlighting the shared impact that exists between the city and county.

The County also conducts an annual Housing Inventory Count (HIC). The HIC is a point in time inventory of provider programs within the Homeless and Housing Alliance (HHA) that provide beds and housing units for the homeless population. The county categorizes the available beds under these five program types: Emergency Shelter, Transitional housing, Rapid Re-Housing, Safe Have, and Permanent Supportive Housing.

Palm Beach County's 2020 PIT indicated that 1,510 persons were homeless on the day of the count with 480 of those individuals sheltered and 1,030 unsheltered. The results indicate that Seniors represent 12% of the total homeless population, youth (18-24) represent 6%, and military veterans represented 7% of the total homeless population on the day of the count. The results also indicated that

approximately 16% of the homeless population are defined as chronically homeless. On the day of the count, 68% of the homeless population were sleeping in an unsheltered location and 32% were housed in either emergency shelter or transitional housing.

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	270	6	0	0	0	0
Persons in Households with Only Children	0	6	0	0	0	0
Persons in Households with Only Adults	210	1024	0	0	0	0
Chronically Homeless Individuals	21	218	0	0	0	0
Chronically Homeless Families	0	0	0	0	0	0
Veterans	35	65	0	0	0	0
Unaccompanied Child	49	44	0	0	0	0
Persons with HIV	0	18	0	0	0	0

Table 26 - Homeless Needs Assessment

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless

individuals and families, families with children, veterans and their families, and unaccompanied youth):

Entering Homelessness: The majority of individuals, families with children, veterans, and the chronic homeless cite the most common reason for their homelessness as: employment/financial issues (43%), family issues (20%), and housing issues (18%). Approximately 22% of the total homeless population on any given day have experienced homelessness four (4) or more times during a three (3) year period.

Exiting Homelessness: Finding and maintaining employment and locating affordable housing are the main reasons persons exit homelessness. Forty-five present (45%) of the total homeless population on any given day have been homeless for one year or longer while 25% have been homeless for more than 3 months but less than one year. Fifteen percent (15%) of those homeless on any given day have experienced homelessness for 1 to 3 months while less than 5% have experienced homelessness for no more than one week.

Nature and Extent of Homelessness: (Optional)

Race:	**Sheltered:**	**Unsheltered (optional)**
White	144	569
Black or African American	293	417
Asian	3	4
American Indian or Alaska Native	6	13
Pacific Islander	0	6
Ethnicity:	**Sheltered:**	**Unsheltered (optional)**
Hispanic	66	109
Not Hispanic	414	918

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

According to the 2020 Palm Beach County Point in Time count, there were 1,297 households (1,510 individuals) that were homeless on a given 24-hour period. Households with at least one adult and one child accounted for 6.2% (81) of the total household homeless population, and households comprised of

only children (Youth) represented < 1% (5) of the homeless population. Two hundred forty (240) households (86%) of households with at least one adult and one child were in emergency shelter and 10% (30) resided in transitional housing. For households with only children 3 households (<1%) were in emergency shelter and none were in transitional housing. Information regarding families of veterans was not isolated in the 2020 PIT survey. The households surveyed may or may not have included families with veterans.

Housing placement for households with children has proven difficult. Most of the housing facilities are designed to accept the single homeless population. To that end, Palm Beach County purchased a 19-unit emergency family shelter and contracted with a non-profit agency to operate the facility. Furthermore, the County in coordination with a family service provider established a Rapid Re-housing Program that provides financial assistance to homeless families with or without children to regain stability in permanent housing.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

According to the PIT survey, Black/African Americans comprised slightly less than half (47%) of the County's homeless population, whites represented another 47%, while American Indian/Alaska Native and Asians and Native Hawaiian /Pacific Islanders each presented 1% - 2% of the homeless population. One percent (1%) of those individuals who participated in the survey were of multiple races. Of the total number of homeless, 175 (11.5%) were Hispanic or Latino.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

The 2020 Point in Time survey reported that of the 1,510 homeless individuals identified, 480 (31.8%) were sheltered and 1030 (68.2%) unsheltered. Of the 457 individuals that were sheltered, 349 (76.3%) were sheltered in emergency shelters and 108 (23.6%) were housed in transitional facilities.

The following is a description of the extent to which sub-populations of homeless are sheltered and unsheltered. Chronic homeless persons represented 15.8% of the total homeless population counted, of which 1.3% (21 persons) were sheltered. The mentally ill accounted for 12.5% of the homeless population and the veteran homeless population was 6.5% of the total homeless count (of which 65 veterans were housed). Chronic substance abuse represented 15% of the total homeless population counted in the 2020 PIT of which 3.5% (53 persons) were sheltered. Persons with HIV/AIDS and victims of domestic violence represented <1% and 12.5% respectively of the total homeless population reflected in the PIT. Less than 1% (8 persons) of the HIV/AIDs subpopulation and 10% (141 individuals) of the victims of domestic violence subpopulation were sheltered.

Discussion:

The following is a description of the extent to which sub-populations of homeless are sheltered and unsheltered. Chronic homeless persons represented 15.8% of the total homeless population counted, of which 1.3% (21 persons) were sheltered. The mentally ill accounted for 12.5% of the homeless population and the veteran homeless population was 6.5% of the total homeless count (of which 65 veterans were housed). Chronic substance abuse represented 15% of the total homeless population counted in the 2020 PIT of which 3.5% (53 persons) were sheltered. Persons with HIV/AIDS and victims of domestic violence represented <1% and 12.5% respectively of the total homeless population reflected in the PIT. Less than 1% (8 persons) of the HIV/AIDs subpopulation and 10% (141 individuals) of the victims of domestic violence subpopulation were sheltered.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b, d)

Introduction:

While there are services available in Boynton Beach for each of the special needs populations below, there is no specific data available for the City of Boynton Beach concerning the needs of those populations within the city. Providing services for these populations is handled on an as needed basis and city staff would normally defer to Palm Beach County Division of Human Services which handles the Continuum of Care.

As identified in Palm Beach County's 2020 – 2024 Consolidated Plan, the non-homeless special needs population in Palm Beach County is comprised of the following groups:

- Elderly (62 years and older)
- Frail elderly (defined as an elderly person who requires assistance with three or more activities of daily living, such as bathing, walking, and performing light housework)
- Persons with mental, physical, and/or developmental disabilities
- Persons with alcohol or other drug addiction
- Persons with HIV/AIDS and their Families
- Victims of domestic violence, dating violence, sexual assault, and stalking
- Veterans
- Youths aging out of foster care
- Ex-offenders
- Residents of public housing.

The City of Boynton Beach does not directly receive funding under the Housing Opportunities for Persons with AIDS (HOPWA) program. Instead, HOPWA funding is provided to the largest municipality within the Eligible Metropolitan Statistical Area (EMSA), the City of West Palm Beach, which received $3,202,608.00 in HOPWA funds in 2021.

Describe the characteristics of special needs populations in your community:

Housing and supportive service needs for special needs populations, should they arise, are referred to appropriate agencies throughout the county. Per the County's 2020 – 2024 Consolidated Plan, the non-homeless special needs populations in Boynton Beach and Palm Beach County experience many of the same housing and service needs and the same barriers as the homeless.

The following describes the special characteristics of each group and is drawn from the County's 2020 – 2024 Consolidated Plan. It is presumed that these same characteristics and needs apply to residents of Boynton Beach:

Elderly: According to the Office of Economic and Demographic Research, approximately 431,767 persons in the County are over the age of 60. Of these, 191,722 are males and 239,995 are females. Some 59,233 seniors are below 125.0% of the poverty guideline; 7.0% live in medically underserved areas; 281,933 have disability insurance; 72.0% suffer from no disability; 205,080 have cost burden above 30%. There are 26 Adult Daycare facility with total beds numbering 1,655.

Persons with mental, physical, and/or developmental disabilities: Per the 2017 ACS Survey, the total county population with a disability is 173,730. Of these, 16,927 were under 34 years old, 67,858 were under 65 and 101,616 were over 65 years old.

Persons with alcohol or other drug addiction According to the Palm Beach County Substance Awareness Coalition July 2017 Annual Report, there are 59,321 current users of marijuana in the County and 33,767 current users of an illicit drug other than marijuana. Alcohol was detected as being present in one-half of all drug-related deaths in Florida during 2016 and was the primary drug cited by more than a third of all patients admitted to addiction treatment in Palm Beach County during 2016.

Persons with HIV/AIDS and their Families Within the County, there were 8,208 individuals living with HIV at the end of 2017 according to data from the Florida Department of Health, Bureau of HIV/AIDS. Of this total, 64.1% were males and 35.9% females.

Victims of domestic violence, dating violence, sexual assault, and stalking The Florida Department of Law Enforcement reported for 2018 that the County had 4,613 occurrences of domestic violence offences. Per a report published in 2017, 76% of intimate partner physical violence victims are female, more than 75% of women aged 18-49 abused were previously abused by the same perpetrator, 40% of female murder victims are killed by intimate partners, 76% of women who are killed by intimate partners and 85% of women who survive homicide attempts are stalked prior to the murder or attempted murder.

Veterans According to the 2017 American Community Survey, the County's veteran population is 85,376, or 7.5% of the County's total population. Of this total, 93.4% are male; 69.0% are 65 years and over; 89.0% are white; and 8.0% Black or African American. The unemployment rate among veterans in the county in 2017 was 7.4% and 5.6 of all veterans received income below the poverty level.

Y*ouths ageing out of foster care* In the State of Florida, a youth can leave the foster care system at 18 and is expected to assume full independence. Some 75 to 90 foster children age out of the system each year.

Ex-offenders It is estimated that annually in Palm Beach County 1,200 ex-offenders are released from prison. The mission of the County's Reentry Task Force is to increase public safety, decrease victimization, reduce recidivism rates, and create an improved quality of life for Palm Beach County residents. The Reentry Task Force coordinates and facilitates resources, develops, and maintains partnerships, implements changes based on evaluation, and identifies opportunities for sustained reentry services.

Residents of Public Housing: Four public housing authorities operate within the Palm Beach County Entitlement Jurisdiction, but only three have public housing units or manage vouchers. Based on information provided by these agencies, they operate a total 1,567 public housing units, 53 scattered homes, and manage 2,432 vouchers.

What are the housing and supportive service needs of these populations and how are these needs determined?

The supportive non-housing needs of Palm Beach County, and to a lesser extent, Boynton Beach, Special Needs Population were determined by surveying relevant agencies that provide daily services to the "specific population"; extensive review of agency websites; and input received from members of the public through solicitations at public meetings and posted documents.

Elderly/Frail Elderly: According to a 2017 Health and Human Services (HHS) Report, elderly persons living in the Glades Region and certain areas of eastern Palm Beach County have a greater need for social services including In-Home Services, such as assistance to foster independent living; and Community Based Services, such as affordable health and wellness programs. Access to supportive care is extremely limited and with few options, many seniors must move into a facility.

Persons with mental, physical, and/or developmental disabilities: Individuals with developmental disabilities require services throughout their lives. Without these supports, these individuals are among the most vulnerable people in terms of risk for hunger, homelessness, and unemployment. It has been found that home and community-based services are more effective than institutional settings in providing essential support to this population.

Persons with alcohol or other drug addiction: According to the HHS Report, Palm Beach County had more heroin deaths during the first half of 2016 than any other county in the State. Cocaine deaths have been steadily increasing since 2013 attributed in part to the use of heroin and other opioids. Benzodiazepine deaths increased in 2015 and 2016 following sharp declines from 2011 to 2013 paralleling trends of prescription opioid fatalities. Substance abuse education is seen as the major need for this population.

*Persons with HIV/AIDS and their Families***:** The HOPWA and Ryan White Programs are the two predominant sources providing funding to assist with HIV/AIDS initiatives. The programs provide financial assistance, primary medical care, and essential support services to assist HIV/AIDS persons at risk of homeless. According to the HHS Report, the goal for Palm Beach County was to reduce the HIV Case Rate from 23.2 to 21.5 cases/100,000 through patient care, prevention planning and service implementation.

Victims of domestic violence, dating violence, sexual assault, and stalking: A survey of providers identified needs as: affordable housing subsidies, financial counseling, affordable childcare, affordable health care, and legal services. There are several agencies that provide services to reduce incidences of domestic violence in the county, such as State Attorney's Office, YWCA/Harmony House, AVDA, and PBC Victim Services, among others.

V*eterans:* Approximately 58,900 of the county's veteran population are 65 years and over. According to responses to the survey from special needs agencies, the most important needs for veterans are affordable housing, education, employment services, and substance abuse education. Youth aging out of foster care:

Youths aging out of foster care are not prepared for independent living without assistance. Only 1 in 6 are completely self-supporting. According to the DHES survey, the most urgent needs of this population are affordable housing, financial counseling, education, healthcare, employment, and life skill training.

Ex-offenders: ex-offenders will get assistance through the RESTORE and Offender Reentry Initiatives to help with integration back into the community.

Residents of public housing: There are 919 households residing in public housing in the Jurisdiction. Additionally, another 1938 households are provided with housing vouchers. Survey of the Housing Authorities identified resident needs including childcare, mental health services, legal services, among others.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

As the City of Boynton Beach does not receive HOPWA funding, we do not maintain data on this population. However, as described above, within Palm Beach County, there were 8,208 individuals living with HIV at the end of 2017 according to data from the Florida Department of Health, Bureau of HIV/AIDS. Of this total, 64.1% were males and 35.9% females.

Discussion:

As in past years, the City of Boynton Beach Community Improvement Division will continue to serve on the various boards through the Homeless & Housing Alliance to disseminate information to its residents in need of services for HIV/AIDS and other special needs.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

Boynton Beach has many diverse public facility's needs, ranging from the need for new facilities to the expansion/rehabilitation of others. Some of the facilities needs identified in this Consolidated Plan include senior centers, handicapped centers, homeless facilities, youth and childcare centers, and facilities for special needs populations.

The need for facilities and accessibility improvements for the elderly population is supported by the demographic makeup of the City's population. Twenty-one percent (21.3%) of the City's overall population is aged 65 and over; 17.3% are under 19 years old; and 8.2% have some form of disability.

How were these needs determined?

The city completed an assessment of the need for public facilities during the development of this Consolidated Plan. The City's FY 2021 Parks and Recreation Plan was reviewed. The needs identified above were directly suggested in consultation with relevant city departments and through comments received at public meetings to discuss the Plan and associated needs. Neighborhood facilities, health facilities, parks, and recreational facilities were considered low need based on community and survey responses. Facilities serving special needs populations such as shelters, group homes, and supportive housing were considered high priority by community stakeholders. Comments and recommendations made by City Commission were also considered.

Describe the jurisdiction's need for Public Improvements:

The following are the most needed public improvements in the city: street improvements, provisions for parking, sidewalks and pedestrian zones, and water/sewer improvements. Public improvements provided under the Consolidated Plan must benefit areas where the residents are at least 51% low-and moderate-income. According to the most recent (2015) ACS Summary data, 13 of the 23 block groups in the City have LMI percentages above 51%, meaning CDBG funds may be used to address some of these improvements.

How were these needs determined?

The city completed an assessment of the need for public facilities and public improvements. The needs identified above were directly suggested in consultation with relevant city departments. These public improvements were not viewed as a high priority in the community survey, but City staff viewed these activities as impacting more individuals and households than other activities. Comments and recommendations made by City Commission were also considered.

Describe the jurisdiction's need for Public Services:

The need for Public Services in Boynton Beach is driven by demographics, income, the needs of the special needs population, the needs of the homeless and those at risk of homelessness, housing status within the county, a need to educate the population on fair housing issues and specific needs of the underserved and low- and moderate-income population.

Boynton Beach has identified the following public services needs which will be addressed with CDBG funds to the extent possible: childcare, preschool, after school care services, health services, domestic violence services, homeless services, disabled services, senior services, youth services, housing and fair housing counseling services, job training, legal services, substance abuse services, and veteran services.

How were these needs determined?

These needs are supported by statistics outlined below, drawn from the County's 2020-2024 Consolidated Plan which although expressed on a countywide level, can be presumed to reflect the needs of the city proportionally. The latest population estimates for the City of Boynton Beach's CDBG jurisdiction puts the population at 80,380 persons. Of this total, 5% are under 5 years and will need to be provided with childcare services to allow their parents to work. Additionally, after school services are required, especially for those attending elementary school.

21% of the jurisdiction population is over 65 years old, demonstrating the need for senior services. It is important to note that this population is presumed by HUD to be low-and moderate-income.

The provision of services to the disabled population, which represents 8.2% of city's population, will be addressed by this Plan and it is anticipated that there will be collaboration between the County and a number of local non-profit providers to address this need.

Information posted at Data USA for Palm Beach County revealed that approximately 14.0% of County residents do not have health insurance, thereby supporting the need for the provision of health services to those who cannot afford it.

In 2017, a total of 4,613 incidences of domestic violence were reported in Palm Beach County, confirming the need for services aimed at addressing domestic violence.

Approximately 3,000 homeless cases are addressed annually in the Palm Beach County Homeless System. This demonstrates the need to combat homelessness by providing homeless prevention and housing services.

The County also needs to continue providing services to persons recently released from incarceration to assist with their re-assimilation into society. According to a report by the Department of Public Safety-Division of Justice Services, 1,200 people are released from prison annually.

Based on the growing number of youths in the population (5.6% of those aged between 15 and 19), there is a strong need for public services which addresses youth needs. These will include educational services, family counseling for pregnant and parenting teens, and recreational services, etc.

Over 70% of households in Palm Beach County are homeowners and many first-time homeowners are not fully conversant with all the intricacies of homeownership, such as: source financing, interacting with realtors and mortgage companies, homeowner responsibilities, and associated costs, among others.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

This section provides a general overview of the City of Boynton Beach housing market, including supply, demand, conditions, and cost of housing. We reviewed key market indicators such as household income, housing supply, age, and conditions of residential structures to understand trends in housing production and demand per income category.

- A large percentage of the City's housing stock is older with about 42% built before 1980. An older housing stock indicates the presence of housing problems such as lead-based paint, the need for greater maintenance, and homes that do not meet the needs of today's households. Substandard housing as defined by HUD (lack of complete kitchen or plumbing facilities; overcrowding at 1.01 or more persons per room; and housing cost burden of more than 30% of income toward housing), impacts rental units (62%) more than owner-occupied units (29%). The housing cost burden and the inability of owner-occupied households to maintain their properties due to limited resources is an issue in the City. Owners of houses built prior to 1978 are likely to be elderly who are on fixed incomes and unable to make the necessary repairs to their homes. CDBG allocation has been used for owner-occupied rehabilitation programs in most cities with older housing stock.

- There are disparities in homeownership in the City with White non-Hispanic residents having higher homeownership rates (68%) than minority residents. Black residents have the lowest homeownership rates (40%). According to recent studies done by the City such as the 2021 Boynton Beach Racial and Social, Equity Community Needs Assessment, renter households are increasing with over 60% of households moving into Boynton Beach within the past decade. The largest LMI area called the Heart of Boynton has the most concentration of renter households.

- From 2015 to 2019, the median home value in Boynton has increased by 50.8 percent, and over the past two years, escalating home prices have mirrored the housing crisis in the County. In 2021, about 40 percent of houses sold above listing prices, and the median number of days that a house stayed on the market is reduced by half. The actions of cash investors especially in LMI neighborhoods have forced up prices making affordability a bigger issue for LMI families trying to recover from the impact of the pandemic. Interviews with community residents and stakeholders shows a disturbing trend of double-digit rent increases that end up forcing residents from their homes and federal subsidized rent restricted units are not turning over. Many landlords are unwilling to accept Section 8 housing choice vouchers because they limit the landlords from charging above-market rents. The 2021 ACS data shows that the median value of an owner-occupied home in the City is $229,100 and median monthly contract rent is $1,551. Some cities are seeking solutions such as requiring landlords who raise rents by more than five percent to give 60-day notices. West Palm Beach requires 60-day notice from landlords raising rent.

- The city does not have a public housing authority, but city residents use HUD Section 8 vouchers to rent houses from private sector landlords. There is only one major facility serving the homeless

in the City. Through participation in the countywide CoC, referrals are made through the Lewis Center which then makes assessments and move homeless persons to the appropriate agencies throughout their system.

- The City does not have much information on the housing needs of its special needs populations including elderly, frail elderly, persons with disabilities, and victims of domestic violence. Their needs are served by adult day care centers, group homes, assisted living centers, and shelters that are provided on a County wide basis. City staff keeps a list of such agencies and works through the Palm Beach CofC to refer people in need. Some of the housing needs of the elderly such as home repairs are being addressed through the City's owner-occupied rehabilitation program funded through CDBG and State of Florida SHIP funds.

- There are several barriers to affordable housing in the City. These include the lack of resources for affordable housing and related infrastructure, limited availability, and high cost of vacant lots for housing, high cost of construction, unaffordable rents, regulations, and land use controls with unintended effects of limiting housing choices, restrictive affordability periods, and limited housing options. The City worked with the Boynton Beach CRA to purchase lots for donation to two affordable housing non-profits. Increasing costs and competition from cash investors increases the need for more inclusive and mixed-income housing options for LMI families.

- For non-housing community development needs, there is a need for more high-end manufacturing jobs with livable wages and skilled workers to meet the needs of businesses that are recovering from the pandemic. The City has hired an Economic Development Director that is focused on addressing disparities and improving the economic base.

- There are not racially/ethnically concentrated areas of poverty (R/ECAP) within the City of Boynton Beach. Areas with general housing problems are concentrated in the Heart of Boynton LMI area of the City. With the completion of a disparity study by the FIU, the City is planning several strategic initiatives. These include addressing racial and social equity issues, strengthening access to resources for its underserved population, building an equitable economy and open opportunities for all residents, through an improved government delivery system.

- The City's need for broadband is provided through five companies in the City with plans providing at least ≥ 25/3 Mbps download/upload speed. However, there is a disparity in services based on incomes with households with incomes under $56,000 having much lower access than those with higher incomes. Service availability is good, but the affordability of the service to low- and moderate-income households is the biggest challenge.

- LMI households especially those near to the coast such as Boynton Beach face disproportionate impacts of hazards such as hurricanes and the effect on climate change. In 2021, Palm Beach County completed a comprehensive joint climate-change vulnerability assessment with Boynton Beach and six other municipalities. This study examined the socioeconomic impacts of various climate threats in these areas.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

The purpose of the Market Analysis is to examine current housing market conditions in the City to identify any gaps in meeting the needs of residents. This section of the Plan provides an estimate of the current supply of housing and includes an examination of the existing housing inventory by property type, size, and tenure (owners/renters).

Palm Beach County is the largest county in Florida by area covering 2,383 square miles. The City of Boynton Beach is the third largest municipality in Palm Beach County. According to the 2013-2017 American Community Survey (ACS), there are an estimated 36,375 housing units within the city, with approximately 19% being vacant housing units. The rental vacancy rate is reported as 8.2%, but with current market conditions it is lower than available ACS data shows.

Examining tenure of occupied units, 17,650 (48.5%) units are owner occupied and 11,575 (31.8%) are renter occupied. An estimated 61% housing units are in properties with between one (1) and four (4) units; 38% housing units are in properties with five (5) or more units. Among all residential units approximately 2% are mobile homes/boat/RV/van/etc. Per the 2013-2017 ACS, approximately 49% of all owner-occupied housing units have three bedrooms or more, while 44% have two bedrooms, and 6% have one bedroom or less. For rental housing units, 27% have three bedrooms or more, 43% have two bedrooms, and 29% have one bedroom or less.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	14,615	40%
1-unit, attached structure	4,330	12%
2-4 units	3,270	9%
5-19 units	5,755	16%
20 or more units	7,840	22%
Mobile Home, boat, RV, van, etc.	565	2%
Total	***36,375***	***100%***

Table 27 – Residential Properties by Unit Number

Data Source: 2013-2017 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	30	0%	515	4%
1 bedroom	1,120	6%	2,950	25%

	Owners		Renters	
	Number	%	Number	%
2 bedrooms	7,805	44%	5,030	43%
3 or more bedrooms	8,695	49%	3,080	27%
Total	***17,650***	***99%***	***11,575***	***99%***

Table 28 – Unit Size by Tenure

Data Source: 2013-2017 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

The City of Boynton Beach targets 25 low, low-moderate income families/units to assist with homeownership, primarily through the State Housing Initiatives Partnership (SHIP) Program.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

Data is not available that specifically addresses the City limits of Boynton Beach, so Statewide and Countywide trends are helpful for assessing the conditions in the city. According to the Shimberg Center's Rental Market Study 2019, 674,201 rental units were added to the housing stock in Florida from 2000-2017. Housing units with a rental cost of $1,000 or more grew by 718,166, while units with rental costs of $1,000 or decreased by 43,956 units. In addition, cost burdened households have also increased.

According to the Palm Beach County Housing Needs Assessment, rental units that rent for less than $1,250 are being lost each year, while rental units that rent for more than $1,250 are being added.

Does the availability of housing units meet the needs of the population?

The Palm Beach County Affordable Housing Needs Assessment states:

- Palm Beach County has an existing affordable housing demand supply gap of 33,334 moderately priced (80-120 percent MHI) owner units and 44,200 lower income priced (< 80 percent MHI) renter units
- Palm Beach County's Workforce Housing Program has produced 485 workforce housing units for rent and 92 units for sale
- Average annual loss of 17,167 affordable housing units since 2014 due to market appreciation
- Average annual supply gap of 2,732 housing units during the last 10 years as housing construction activity has not kept pace with the County's population growth

Describe the need for specific types of housing:

According to the 2016-2020 ACS, the vacancy rate for homeowners in Boynton Beach is only 2.0%, demonstrating that 98% of the homeowner units are occupied. The vacancy rate for renters is 8.2%, and 91.8% units are occupied. The average household size for owner occupied units is 2.46 persons, and the average household size of rental units is 2.68 persons. Of all occupied housing units, 96.9% have 1.00 or

less occupants per room. Therefore, there is the greatest need for housing that has at least 2-3 bedrooms for owners and renters.

Discussion

As the population continues to increase, the City of Boynton Beach will need to expand the housing stock of affordable and available units to households of various income ranges. According to research by Apartment List, a housing analysis firm, Florida leads the nation in rental unaffordability with almost 57% of all renters considered cost burdened. More than a third of households in the State of Florida are renters. The situation is even worse for low-income Floridians, with 79% of them spending more than half their earnings to keep a roof over their heads, according to the National Low Income Housing Coalition. A study by the Shimberg Center for Housing Studies at the University of Florida shows the gap between salaries and housing costs is widening. According to the Shimberg Center, two-thirds of new households are renter households, which caused the homeownership rate to decrease in 2019 to 58% from 64% in 2000, further emphasizing the increasing demand for rental units. The Shimberg Center continues to state that there are only 23 affordable and available rental units for every 100 extremely low-income (<30% AMI) renter households.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

According to the American Community Survey (ACS) data provided in the table below, between 2009 and 2017 in Boynton Beach, the median value of homes decreased by 23% and median contract rent increased by 22%. Since 2015, however, the 2021 ACS data shows that median sales price has increased by an additional 39.4% to $229,100 and median contract rent has increased by an additional 24.6% to $1,551.

Cost of Housing

	Base Year: 2009	Most Recent Year: 2017	% Change
Median Home Value	214,100	164,300	(23%)
Median Contract Rent	1,022	1,245	22%

Table 29 – Cost of Housing

Data Source: 2000 Census (Base Year), 2013-2017 ACS (Most Recent Year)

Rent Paid	Number	%
Less than $500	543	4.7%
$500-999	2,650	22.9%
$1,000-1,499	4,975	43.0%
$1,500-1,999	2,620	22.6%
$2,000 or more	785	6.8%
Total	***11,573***	***100.0%***

Table 30 - Rent Paid

Data Source: 2013-2017 ACS

Housing Affordability

% Units affordable to Households earning	Renter	Owner
30% HAMFI	55	No Data
50% HAMFI	495	2,090
80% HAMFI	3,955	5,505
100% HAMFI	No Data	7,910
Total	***4,505***	***15,505***

Table 31 – Housing Affordability

Data Source: 2013-2017 CHAS

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	$ 1,050	$ 1,280	$ 1,580	$ 2,120	$ 2,580
High HOME Rent					
Low HOME Rent					

Table 32 – Monthly Rent

Data Source: HUD FMR and HOME Rents

Is there sufficient housing for households at all income levels?

Based on CHAS data, there is a shortage of units affordable to lower income renter and owner households within the jurisdiction, particularly for households with incomes at or below 50% AMI. CHAS data in the housing affordability table indicates that only 1.2% of renter units are affordable to 30% or below AMI households; 11% of units are affordable to 50% AMI households; and 87% of units are affordable to 80% AMI. For owner units, there is an insufficient supply of affordable housing units for households at 50% AMI and below, with only 13.5% of units affordable; 35.5% are affordable to households with 80% AMI and 51% affordable to households with 100% AMI.

How is affordability of housing likely to change considering changes to home values and/or rents?

The 2013-2017 ACS data shows that the largest group of renters (43%) of renters pay rent between $1,000 and $1,499. As the median gross rent for Boynton Beach continues to rise ($1,551 per 2021 ACS), a very large group of renters will be unable to afford rental units. Housing prices—in both the rental and ownership markets—are rising faster than incomes, widening the affordability gap. If trends continue, affordability will continue to decline, particularly for wage and service workers whose incomes remain flat.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

This is not applicable.

Discussion

As housing costs continue to increase beyond the pace of household incomes, the number of households who are cost burdened and financially limited regarding their housing choices will continue increase. Despite the 29.4% of households paying $1,500 and above in contract rent, this population does not represent the majority of residents who require less expensive rental units. Homebuyer assistance and housing subsidies remain limited, creating barriers for housing choice among a substantial majority of City residents who cannot achieve homeownership and rely on the supply of housing affordable to their income.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

This section summarizes condition indicators that are available from the U.S. Census and from HUD.

According to the 2016-2020 American Community Survey (ACS), Boynton Beach's housing inventory consists of an estimated 37,498 housing units. The majority of the units (57.8%) were built after 1980. According to the ACS, 81% of the units were occupied, while 19% units were vacant. The ACS data indicates that of the housing conditions considered by HUD as components of substandard housing (lack of complete kitchen or plumbing facilities; overcrowding at 1.01 or more persons per room; and housing cost burden at more than 30% of income toward housing), the incidence of units with one or more conditions is higher for rental units (62%) than for owner-occupied units (29%).

Definitions

Housing with no conditions:

- Standard Condition - A dwelling unit that meets HUD Section 8 Housing Quality Standards (HQS) (24 CFR 982.401) and all applicable state and local building codes and ordinances, with no major defects in the structure and only minor maintenance is required. Such a dwelling will have the following characteristics: reliable roofs, sound foundations, adequate and stable floors, walls, and ceilings, surfaces and woodwork that are not seriously damaged nor have paint deterioration, sound windows and doors, adequate heating, plumbing and electrical systems, adequate insulation and adequate water and sewer systems and are not overcrowded as defined by local code.

Housing problems are defined as:

- Substandard housing – households without hot and cold piped water, a flush toilet, a bathtub or shower; or with kitchen facilities that lack a sink with piped water, a stove or range, or a refrigerator.
- Severely Overcrowded – households housing more than 1.51. persons per room excluding bathrooms, porches, foyers, halls, or half-rooms.
- Overcrowded – households housing 1.01 to 1.5 persons per room excluding bathrooms, porches, foyers, halls, or half-rooms.
- Severe Cost Burden (>50%) – the fraction of the household's total gross income spent on housing costs exceeds 50%. For renters, housing costs include rent plus utilities. For owners, housing costs include mortgage payment, taxes, insurance, and utilities.
- Cost Burden (>30-50%) – the fraction of the household's total gross income spent on housing costs exceeds 30% but is less than 50%. For renters, housing costs include rent plus utilities. For owners, housing costs include mortgage payment, taxes, insurance, and utilities.
- Substandard but suitable for rehabilitation – Housing units that have one or more of the previously indicated housing conditions but have no critical structural and/or environmental defects and are financially feasible to rehabilitate.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	5,010	28%	6,470	56%
With two selected Conditions	170	1%	670	6%
With three selected Conditions	0	0%	20	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	12,470	71%	4,415	38%
Total	***17,650***	***100%***	***11,575***	***100%***

Table 33 - Condition of Units

Data Source: 2013-2017 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	1,995	11%	3,680	32%
1980-1999	6,785	38%	4,380	38%
1950-1979	8,535	48%	3,370	29%
Before 1950	345	2%	140	1%
Total	***17,660***	***99%***	***11,570***	***100%***

Table 34 – Year Unit Built

Data Source: 2013-2017 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	8,880	50%	3,510	30%
Housing Units build before 1980 with children present	2,360	13%	1,105	10%

Table 35 – Risk of Lead-Based Paint

Data Source: 2013-2017 ACS (Total Units) 2013-2017 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units			
Abandoned Vacant Units			
REO Properties			
Abandoned REO Properties			

Table 36 - Vacant Units

Need for Owner and Rental Rehabilitation

Per the 2013-2017 ACS data provided by HUD, 29% of owner-occupied housing units (5,180) and 62% of renter occupied housing units (7,160) have one or more of the conditions to consider the property to have a housing problem, such as substandard housing, overcrowding or cost burden. The data suggests that the need for rehabilitation is twice as great for renter-occupied units and owner-occupied units. The majority of renter-occupied units may need some form of rehabilitation to correct the kitchen, plumbing, or other similar conditions

According to HomeFacts, a website that aggregates real estate and neighborhood data, Palm Beach County is in a very high-risk hurricane zone. Nearly 100 hurricanes have been recorded in Palm Beach County since 1930. Older structures may also be at greater risk of sustaining damage caused by tropical storms and hurricanes, due to the fact that the Florida Building Code (FBC) did not go into effect until 2002. Only 11% (1,995) of owner-occupied housing units and 32% (3,680) of rent-occupied housing units were built in 2000 or later.

Estimated Number of Housing Units Occupied by Low- or Moderate-Income Families with LBP Hazards

According to HUD's Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (2012 Edition), the likelihood of lead-based paint being present in a residential dwelling is closely associated with the age of the structure. Per HUD, approximately 11% of housing units built between 1960 and 1977 in the U.S. are estimated to have "significant lead-based paint hazards, as compared to 39% for units built between 1940 and 1959 and 67% for units prior to 1940".

According to the 2013-2017 CHAS data, 50% of owner-occupied units within Boynton Beach (8,880) and 30% of renter-occupied units (3,510) were built prior to 1980, raising the possibility of a unit at risk for lead-based paint hazards. The need for rehabilitation related to potential lead-based remediation is greater for owner-occupied units than renter-occupied units. Young children remain at risk for Lead-based paint (LBP) poisoning, and lead-based paint and lead-contaminated dust in older buildings are common sources of lead poisoning in children per research by the Mayo Clinic. Among owner-households, 13% (2,360 units) were built before 1980 and include children under the age of 18. For renter-occupied households, 10% (1,105 units) were built before 1980 and include children under the age of 18.

Discussion

One-half of the owner-occupied housing stock in the jurisdiction was developed pre-1980, and older units may benefit from rehabilitation and mitigation activities, ensuring the housing stock is maintained in a decent and safe manner. Although newer, the renter-occupied housing stock has a higher rate of housing problems (62% with one or more condition). Dedicating funding sources to support these activities for both owner-occupied and renter-occupied properties helps preserve the housing stock for low- and moderate-income households.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

The City of Boynton Beach is served by the Palm Beach County Housing Authority (PBCHA). PBCHA owns and manages four public housing communities in West Palm Beach and Lantana, as well as forty-three single family homes throughout Boynton Beach. PBCHA does not have any waitlists open at this time. The table below presents the inventory of units and vouchers available provided by the housing authority for low-income public housing for individuals and families.

Totals Number of Units

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project-based	Tenant-based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	0	0	495	2,595	78	2,517	0	2,579	0
# of accessible units									
***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**									

Table 37 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

There was no information available on the supply of public housing developments for Boynton Beach.

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

The HUD Multifamily inspection report shows that Compton Place at Renaissance Commons in Boynton Beach was inspected on March 18, 2020 and received a REAC score of 91 (out of 100).

Public Housing Condition

Public Housing Development	Average Inspection Score

Table 38 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:
According to the Palm Beach County FY2020-2024 Consolidated Plan, PBCHA actively pursues grants and other funding opportunities to expand housing stock within its jurisdiction. The housing authority's properties sustained approximately $1.84 million in damages from Hurricane Irma in 2017 and continues to utilize available funds and identify available resources to repair its portfolio to pre-hurricane status. The authority continues to maintain and keep dwelling units and common areas in public housing sites well maintained. The urgent need for additional Senior/Disabled ADA compliant housing remains and the housing authority continues to pursue adding six new ADA compliant units at Schall Landings site in nearby West Palm Beach.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

The PBCHA strategy for improving the living environment of their residents focuses on ensuring a safe living environment and reducing the crime rate. Partnering with the Palm Beach County Sheriff's Office (PBSO) increases the ability to achieve this goal. Additionally, income mixing of lower income families into higher income developments in public housing can deconcentrate poverty and help to improve the living environment. According to the Palm Beach County FY2020-2024 Consolidated Plan, PBCHA continues to work to improve housing conditions by leveraging public and private resources to create additional housing opportunities and providing more choices for its residents; renovate and modernize housing units that have become obsolete; provide aftercare for school age children. Daycare facilities, reading programs, and self-sufficiency programs have also been implemented to help improve the living environment for families residing in public housing.

Discussion:

Please see information above.

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

There are very few facilities serving the homeless within the city. Referrals are coordinated and channeled through the Senator Phillip D. Lewis Homeless Resource Center (HRC), which serves as the centralized point of entry for families and individuals experiencing homelessness in Boynton Beach and the surrounding areas within Palm Beach County. Adopt-A-Family operates the Family Division of HRC, navigating over 500 families with children annually towards shelter and assistance through programs such as Program REACH, Project SAFE Self-Sufficiency, Empowerment and Educational programs. Referrals are available 24 hours a day, 365 days per year to the Lewis Center where a team of service providers, each offering a distinct service to meet the unique needs of each client. The information below is drawn from the Palm Beach County 2020 – 2024 Consolidated Plan and reflects the county as a whole.

Several agencies provide a variety of services to support the complex needs of the homeless population in Palm Beach County. These needs not only include shelter for varying lengths of time, but also include basic needs such as food, clothing, and transportation. Many agencies provide supportive services, such as case management, medical screening, and counseling for financial, legal, substance abuse, employment, and life skills, among others. The complexity makes it difficult to provide a brief inventory of all housing facilities and services. In completing the homeless inventory below, the terms emergency shelter, transitional housing, and permanent supportive housing are defined as the following:

Emergency Shelter: "Any facility with overnight sleeping accommodations, the primary purpose of which is to provide temporary shelter for the homeless in general or for specific populations of the homelessness." (24 CFR 91.5)

Transitional Housing: "A project that is designed to provide housing and appropriate supportive services to homeless persons to facilitate movement to independent living within 24 months, or a longer period approved by HUD". (24 CFR 91.5)

Permanent Supportive Housing: This term is not defined by the regulations. Palm Beach County Homeless and Housing Alliance (CoC) defines it as long- term housing with supportive services for people who are not able to live independently.

The following inventory identifies 415 emergency shelter beds, 127 transitional shelter beds, and 1,009 permanent supportive housing beds. Note that "chronically homeless households", "veterans", and "unaccompanied youth" are subpopulations and the beds for which are a duplicate count of the beds reported in another category.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year - Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	269	4	32	341	0
Households with Only Adults	134	4	95	668	0
Chronically Homeless Households	0	0	0	546	0
Veterans	23	0	20	431	0
Unaccompanied Youth	53	0	38	60	0

Table 39 - Facilities and Housing Targeted to Homeless Households

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

Palm Beach County coordinates with various community partners who provide health, mental health, and employment services to ensure these services are offered to the County's homeless population. The County's Homeless Outreach Team (HOT Team), which spearheads the County's homeless outreach program, conducts initial screenings, and makes appropriate referrals in the field for services. Many of these requests are for health and/or mental health services.

Most of these referrals are to the County's Health Department, Found Care, South County Mental Health Center, Legacy Behavioral Health, and the Southeast Florida Behavioral Health Network. The Senator Philip D. Lewis Center (the County's Homeless Resource Center) also conducts assessments and makes referrals for health and mental health services to the organizations named above. These entities provide health care and mental health services to the County's general population, including the low income and homeless population. Health services include but not limited to health screenings, routine preventive care, diagnostic services, and limited dental services. Mental health services provided include assessments, counseling, and individual treatment plans. These mental health services facilitate client's (both homeless and non-homeless) recovery and their reintegration back into the community.

The County collaborates with The Lord's Place and Gulfstream Goodwill to provide employment training for all segments of the County's population, including the low income and homeless population. These agencies' employment services offer diverse programming (apprenticeships, training, education classes, and job coaching services) that assist clients to develop vocational and educational goals leading to employment and self-sufficiency. CareerSource of Palm Beach County also assist job seekers (both homeless and non-homeless) to achieve career success. CareerSource operates three (3) full-service career centers within Palm Beach County that provide career-counseling, use of computers, phones and fax machines for job searches, training opportunities and job placement.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

Facility Type: Emergency Shelter Facility (451 Beds)

Description: Any facility with overnight sleeping accommodations, the primary purpose of which is to provide temporary shelter for up to 90 days.

Population Served: Homeless singles, families, veterans, veterans with families, unaccompanied youth

Facility Type: Transitional Housing Facility (127 Beds)

Description: A project that is designed to provide housing and appropriate supportive services to homeless persons to facilitate movement to independent living within 24 months.

Population Served: Homeless singles, families, veterans, veterans with families, unaccompanied youth

Facility Type: Permanent Supportive Housing (1,009 Beds)

Description: A project that is designed to provide permanent housing and appropriate supportive services to persons who are unable to live independently.

Population Served: Homeless singles, families, veterans, veterans with families, unaccompanied youth, chronically homeless individuals and families

Facility Service: Homeless Prevention

Description: Rent/utility/mortgage assistance necessary to keep the “at risk of homelessness” population housed

Population Served: Singles, families, veterans, veterans with families who meet the HUD’s definition of “at risk of homelessness”

Facility Service: Rapid Re-Housing

Description: Rental/utility assistance necessary to move the homeless as quickly as possible into permanent housing to achieve housing stability.

Population Served: Homeless singles, families, veterans, veterans with families, unaccompanied youth

Facility Service: Outreach Services

Description: Services include in field assessments and referrals to the County’s Homeless Resource Center, mental health facilities, substance abuse centers, and medical facilities

Population Served: Homeless singles, families, veterans, veterans with families, unaccompanied youth, chronically homeless individuals, and families

Facility Service: Supportive Services

Description: Supportive services that are offered by many of the County’s partners included but not limited to case management, life skills, substance abuse treatment, mental health services, education, financial counseling, AIDS/HIV related treatment and counseling, employment assistance, childcare, and transportation.

Population Served: Homeless singles, families, veterans, veterans with families, unaccompanied youth, chronically homeless individuals, and families

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

Special needs populations are inclusive of the elderly, frail elderly, persons with disabilities to include mental, physical, and developmental, persons with alcohol and drug additions, and persons with HIV/AIDS. The City of Boynton Beach is unable to assess the number of persons that require supportive housing other than at the County level but reaffirms its longstanding commitment to support agencies who address those needs of these persons whenever possible. Within the County, special needs facilities and services are made available through local public and private (typically non-profit) programs.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Persons with special needs have a need for more affordable housing resources as indicated by those agencies committed to serving them. There continues to be a need for group homes and housing choice vouchers for rental assistance for those persons who can still obtain employment and live independently.

Per information obtained from Palm Beach County, the non-homeless special needs populations experience many of the very same supportive housing needs as homeless populations. These needs are typically the result of the individuals being on a fixed income, having no or a bad credit history, health issues, a lack of job opportunities, a lack of affordable health care, and substance abuse or mental health disorders. The supportive housing needs of these groups include affordable housing, rental subsidies, financial management counseling, relocation assistance, education and employment services, access to legal services, and affordable quality childcare.

Supportive housing needs of the elderly and persons with disabilities are provided by adult day care centers, group homes, assisted living centers, nursing homes if a higher level of care is required, transportation, and in-home support (personal care attendant, homemakers, home health aides).

Victims/survivors of domestic violence seeking help require emergency shelter, transitional to long-term housing, and services for regaining independence.

The HOPWA program and the Ryan White program, administered by the City of West Palm Beach and Palm Beach County, provide services to persons with AIDS/HIV and to their families. The HOPWA program funds are used to fund non-profit agencies that provide housing services to homeless/or persons afflicted with AIDS/HIV who are at-risk of becoming homeless. Services provided by the program include tenant-based rental assistance, short-term rent, mortgage and utility assistance, facility/project based housing, and supportive services. The Ryan White program, among other things, primarily assists AIDS/HIV infected persons who are at risk of becoming homeless.

Youths aging out of foster care who opt to stay in extended foster care are provided with housing and a stipend by Child Net in Palm Beach County. Currently, some 75 to 90 foster children in Palm Beach County age out of foster care each year. Their most immediate needs are transitional housing, affordable housing, relocation assistance, financial counseling, education, employment and life skill training, affordable healthcare, substance abuse education.

Veterans and ex-offenders most immediate needs are affordable housing (tenant-based rental assistance, short-term rent, mortgage and utility assistance, facility/project-based housing); accommodation in emergency and transitional facilities, where appropriate; residential and community case management; peer support group interactions; family unification; education and employment services, substance abuse education; and financial counseling.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

To oversee individuals returning from civil or forensic psychiatric hospitals, the Southeast Florida Behavioral Network provides coordination and services whereby patients are followed from beginning to end of their hospitalization and actively participates in the client's discharge planning.

Additionally, Legacy Behavioral Health provides services to patients throughout Palm Beach County. Services include individual intensive case management; supported employment; vocational rehabilitation; on-the-job training; supported and supervised housing; substance abuse services; and residential treatment and care.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

The City of Boynton Beach continues to support non-profits organizations in the city who provides services to this underserved group. The agency is also a strong supporter of the Homeless Housing Alliance of Palm Beach County.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

The City will:

- Provide SHIP funding for homeownership assistance for persons who are not homeless, but have other special needs.
- Rehabilitate home(s) for persons with special needs.
- Provide public service funding for Pathways to Prosperity Self-sufficiency educational programs to low income residents.
- Provide funding for Alzheimer's Community Care, Inc. which provide services to low income residents suffering with Alzheimer's Disease.

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

The City of Boynton Beach last amended its Housing Element in 2008. The overarching goal of the Housing Element is "To provide decent, safe, and sanitary housing in suitable neighborhood environments at a range of costs and variety of types necessary to meet the needs of present and future residents of the City". This goal is very broad and falls within the norms for almost all municipalities. Additional goals which more specifically prioritize affordable housing should be developed to increase its success.

The City's Zoning Code defines a family as "One (1) or more persons occupying a single dwelling unit and using common cooking facilities. Families who provide care in their own home as duly state-licensed foster family homes, in which dependent children have been duly placed by the State of Florida, and which include not more than five (5) children (both natural and foster) in the household, are expressly included within this term." This definition is in line with the definition provided by the Department of Housing and Urban Development. In addition, the housing policy established by the Future Land Use Element of the Comprehensive Plan states that the City "shall provide a mix of available residential densities to accommodate a variety of housing types sufficient to meet the needs of the present and projected population of the City, including the provision of adequate sites for housing very low-, low- and moderate-income households and for mobile and manufactured homes." While the definition of "family" and Future Land Use elements are adequate, there are still existing barriers to the development maintenance and improvement of affordable housing. The most significant barriers to developing affordable housing include the following:

- **The lack of adequate public policies that support the creation of affordable housing -** The Housing Element of the City's Comprehensive Plan establishes goals, objectives, and policies aimed at providing adequate housing for the City's residents. However, the Housing Element of the City's Comprehensive Plan has not been updated since 2008. The goals, objectives, and policies of the Housing element should be updated to reflect the current conditions of the City.
- **Lack of resources for affordable housing and infrastructure in support of affordable especially renter housing:** As grant sources, both Federal and State, are declining, resources for developing affordable housing are limited. Limited funding resources and the cost of retrofitting existing houses are barriers to the availability and accessibility of housing for persons with disabilities. The majority of the City's CDBG is not projected to be spent on affordable housing initiatives.
- **Business Tax Receipt:** A business tax receipt is required for the long-term rental of a property. The City should ensure that the inspections required to obtain a Business Receipt cover an evaluation of the property that ensures the accommodations are safe to be inhabited. Roof Truss tests may be required as part of the inspection process for manufactured home long-term rentals. This will ensure that the property conforms to HUD regulations for manufactured homes.
- **Limited Housing Options:** The Housing Element mentions housing options in supportive housing but does not talk specifically about the type of houses such as accessory dwelling units that can accommodate new housing units in existing neighborhoods, provide housing options for lower-income persons, and allow for efficient use of the city's existing housing stock and infrastructure.

- **Impact Fees:** Impact fees also pose a barrier to affordable housing. Currently, the impact fees for residential units 800 square feet in size or smaller are $2,699.22. Coupled with today's construction costs, impact fees can disincentivize affordable housing projects.
- **Zoning Regulations**: Regulations and land use controls may also create unintended effects of reducing the availability of affordable housing as they may significantly impact the location and type of housing and business investments and may increase the cost of development. The development review and code compliance processes also tend to fall within the regulatory processes. Code compliance is essential to eliminate slums and blight but if not combined with adequate community engagement, it may become disastrous as residents may not comply and seek legal remedy. The City's Code Compliance Department should ensure that it is dedicated to enforcement as well as adequate community engagement.
- **Group Homes:** Group homes are allowed per the City's Zoning Code. There is no distance requirement established between each group home establishment. However, conditional use approval is required for group homes to be permitted in several zoning districts within the City. The additional approval requirement creates a barrier to affordable housing for residents requiring this type of housing.
- **Accessory Dwelling Units:** Accessory Dwelling Units are not allowed per the zoning code for residential purposes in single-family zoning districts. They are only allowed as an accessory use to any lawful non-residential principal use within a non-residential building. In addition, the living area requirement is seven hundred fifty (750) square feet and limited to occupancy by the property owner or business operator. Accessory Dwelling Units should be allowed as an accessory to lawful residential principal uses.
- **Restrictive Affordability Periods:** The City has established an affordability period of 15 years for homes assisted through the CDBG and SHIP owner-occupied housing rehabilitation programs. It is quite possible, especially for elderly homeowners, that this may be a barrier to program participation. Neither program rules require affordability periods and the City's intent was to establish these requirements to preserve affordable housing. However, many of the homeowners of older housing stock in the city are likely to be elderly persons who may be reluctant to accept a lien and for such a long period.

There are existing barriers to the development maintenance and improvement of affordable housing. The most significant barriers to developing affordable housing include the lack of adequate public policies that support the creation of affordable housing. The Housing Element of the City's Comprehensive Plan establishes goals, objectives, and policies aimed at providing adequate housing for the City's residents. However, the Housing Element of the City's Comprehensive Plan has not been updated since 2008. The goals, objectives, and policies of the Housing element should be updated to reflect the current conditions of the City.

Furthermore, the housing policy established by the Future Land Use Element of the Comprehensive Plan states that the City shall provide a mix of available residential densities to accommodate a variety of housing types sufficient to meet the needs of the present and projected population of the City, including the provision of adequate sites for housing very low-, low- and moderate-income households and for mobile and manufactured homes."

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

As one of South Florida's emerging local economies, the City of Boynton Beach has a diverse, innovative economy that aims to promote a healthy and vibrant community through locally based, regionally driven economic development. We are part of the Miami-Fort Lauderdale-West Palm Beach Metro Area with a market of over 6.5 million people within 100 miles. Our unemployment rate currently sits at 3.5% and has a median age of 42.8.

The three main sectors of our economy are healthcare/social assistance, retail trade, and accommodation/food services. We have over 9,600 businesses currently operating within the city to date that have created over 21,000 jobs. We have a thriving and emerging micro-brewery sector with 4 successful breweries. There are currently five major developments taking place in the city:

- 500 Ocean
- Riverwalk Plaza
- Ocean One
- Villages East Ocean
- Town Square

Boynton Beach ranks as one of the top 10 cities in Florida for affordability based on property market value, with a total market value of $8,959,904,023.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	520	4	2	0	-2
Arts, Entertainment, Accommodations	5,420	5,261	18	17	0
Construction	1,713	2,242	6	7	2
Education and Health Care Services	6,075	7,615	7	4	-3
Finance, Insurance, and Real Estate	2,134	1,266	7	4	-3
Information	582	194	2	1	-1
Manufacturing	823	803	3	3	0
Other Services	1,348	1,019	4	3	-1
Professional, Scientific, Management Services	2,731	4,007	9	13	4
Public Administration	0	0	0	0	0

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Retail Trade	4,431	5,435	14	18	3
Transportation and Warehousing	714	500	2	2	-1
Wholesale Trade	1,261	747	4	2	-2
Total	27,752	29,093	--	--	--

Table 40 - Business Activity

Data Source: 2016-2020 ACS Narrative Profile – Boynton Beach

Labor Force

Total Population in the Civilian Labor Force	49,418
Civilian Employed Population 16 years and over	29,978
Unemployment Rate	3.8
Unemployment Rate for Ages 16-24	53.14
Unemployment Rate for Ages 25-65	9.51

Table 41 - Labor Force

Data Source: 2016-2020 ACS Narrative Summary

Occupations for the Civilian Employed Population 16 Years and over in Boynton Beach city, Florida in 2016-2020

Civilian employed population 16 years and over	Number	Percent
Management, business, sciences, and arts occupations	**13,747**	**34.1**
Service occupations	**10,045**	**24.9**
Sales and office occupations	**9,920**	**24.6**
Natural resources, construction, and maintenance occupations	**2,696**	**6.7**
Production, transportation, and material moving occupations	**3,868**	**9.6**

Table 42 – Occupations by Sector

Data Source: 2013-2017 ACS

Occupations by Sector	Number of People
Management, business and financial	7,160
Farming, fisheries and forestry occupations	1,675
Service	4,980
Sales and office	9,925
Construction, extraction, maintenance and repair	2,175
Production, transportation and material moving	1,420

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	18,976	63.3%
30-59 Minutes	8,729	31.3%
60 or More Minutes	1,510	5.4%
Total	**28,700**	**100%**

Table 43 - Travel Time

Data Source: 2016-2020 ACS Narrative Summary

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	2,526	474	1,234
High school graduate (includes equivalency)	6,175	1,127	2,065
Some college or associate degree	9,424	1,231	1,714
Bachelor's degree or higher	7,661	502	924

Table 44 - Educational Attainment by Employment Status

Data Source: 2009- 2013 ACS

Educational Attainment by Age

	Age				
	18–24 yrs.	**25–34 yrs.**	**35–44 yrs.**	**45–65 yrs.**	**65+ yrs.**
Less than 9th grade	101	280	299	982	1,176
9th to 12th grade, no diploma	1,124	629	675	1,369	1,346
High school graduate, GED, or alternative	1,906	2,037	1,746	4,182	3,377
Some college, no degree	1,757	2,483	1,746	4,182	3,377
Associate degree	548	1,122	837	1,999	653
Bachelor's degree	360	1,748	1,891	2,765	2,191
Graduate or professional degree	39	809	800	1,074	1,453

Table 45 - Educational Attainment by Age

Data Source: 2009-2013 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	18,077
High school graduate (includes equivalency)	26,016
Some college or associate degree	33,345
Bachelor's degree	44,195
Graduate or professional degree	46,310

Table 46 – Median Earnings in the Past 12 Months

Data Source: 2013-2017 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

- Education and Healthcare/Social Service – The city is home to one of the country's top 100 hospitals and features two magnet elementary schools among many excellent secondary schools, three universities, and two major career development colleges.

- Retail Trade – Over 560 (16%) of the city's businesses are retailers with 11 million square feet of rentable building area available. Recent data on rental rates reflect an increase over the past ten years. Also, retail vacancy rates have declined over the recent past and remained stable during the pandemic.

- Arts, Entertainment, Accommodations/Food Services – More than 230 restaurants operated within the city, and one-quarter of all businesses are restaurants. The city also has several large hotels providing job opportunities from entry-level to management.

Describe the workforce and infrastructure needs of the business community:

The City's workforce would significantly benefit from more high-end manufacturing jobs with livable wages. Recent success in attracting more high-tech businesses is addressing this need.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

The city has hired an Economic Development Director who is focusing on wealth building in the community. There is the need for workforce development for workers who are changing careers and are needed for the new and recovering businesses post-pandemic.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

Boynton Beach has a broad range of job opportunities covering every business sector which corresponds well with the education levels of the current workforce. The city continues to offer job training and placement opportunities, particularly for both unskilled workers and upwardly mobile young professionals. The current labor participation rate for the city is 63.8%.

According to a 2021 report prepared by Florida International University (FIU) on Racial and Social Equity – A Community Needs Assessment, the following recommendations are directly related to addressing both educational and economic disparities:

Recommended Strategies: Create an effective education-to-workforce pipeline by analyzing job demand and worker supply trends, and raising awareness about future job prospects and training opportunities; disseminate information to students about skills in demand and job projections

Recommended Strategies: Improve support to at-risk students - ensure that students receive information and opportunities to learn both in school and outside of school on career topics, including prospective fields of work; create partnerships between city, school and the private sector for mentorship, internships or apprenticeships; invite certification providers to offer accessible and affordable courses to students, creating foundational skills, including technology, but also soft skills, college readiness, financial literacy; afterschool programs; economic instability and parental involvement have significant impact on educational outcomes, therefore provide wraparound services to families.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Two local colleges, the International College of Health Sciences and the Florida Career College offer programs and training initiatives in support of those in the community seeking first-time or advancement job opportunities and include financial aid programs. The Urban League also offers a Workforce Development Program, as well as Career-Source of Palm Beach County.

According to the same 2021 report prepared by Florida International University (FIU) on Racial and Social Equity – A Community Needs Assessment, the following recommendations were cited to address the need for additional training and workforce development challenges.

Recommended Strategies: Targeted efforts to increase awareness of job and training options; direct resources and encourage providers to connect with economically disadvantaged individuals and consider providing additional services that improve access to training, e.g., transportation, life coaching, and other wraparound services.

Recommended Strategies: Encourage retailers to provide higher incomes, but also benefits and policies that provide stability to workers; conduct a business survey to understand challenges of employers in finding workforce and their needs for business support services; develop a targeted approach to attract and support businesses in high wage sectors; incubate and accelerate existing businesses with high-growth potential and high value-added in terms of revenues and worker earnings; Buy Local campaign; provide exposure to local businesses by creating a local directory.

Recommended Strategies: Promotion of existing educational programs, encourage education providers to offer short-term certifications for in-demand jobs within the city (to avoid transportation challenges); monitor economic changes to pivot educational opportunities into sectors in-need of a larger "pipeline" and specific skills.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

No.

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The City's Economic Development Department established small business and workforce development programs to meet the goals of the City's 2021 Community Needs Assessment. The City has issued a contract to prepare an Economic Development study which will guide the City's strategy.

Discussion

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

HUD's Affirmatively Furthering Fair Housing Data and Mapping Tool (AFFH-T) describes four general housing problems as incomplete kitchen facilities; incomplete plumbing facilities; more than 1 person per room; and a cost burden greater than 30%. The four severe housing problems are the same except that the cost burden is greater than 50%. For purposes of this analysis, concentrated housing problems exist if at least one-third (33%) of households are experiencing housing problems. Of all Race/Ethnic groups reported in the AFFH-T, Black households experience the highest percentage of housing problems (63.2%) and the highest percentage of severe housing problems (41%).

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

The definition of a racially/ethnically concentrated area of poverty (R/ECAP) as developed by the HUD Office of Policy Development and Research (OPDR) requires R/ECAPs census tracts to have a minority population of 50% or more and an individual poverty rate of 40% or more (or an individual poverty rate that is at least 3 times that of the tract average for the metropolitan area, whichever is lower). Analyzing the concentration of minorities in high poverty areas assists in the review of access to housing. The AFFH-T shows no R/ECAPs in the City of Boynton Beach.

What are the characteristics of the market in these areas/neighborhoods?

According to the AFFH-T, the City of Boynton Beach has a population of 68,217. The racial/ethnic makeup of the community is approximately 54% White, 29% Black/Non-Hispanic, 13% Hispanic, 2% Asian or Pacific Islander/Non-Hispanic, 0.2% Native American/Non-Hispanic, 1.5% 2 or more races/Non-Hispanic, and 0.2% Other/Non-Hispanic.

The AFHH-T uses a variety of indexes to indicate opportunities available to the racial/ethnic groups in Boynton Beach. The Low Poverty Index captures poverty in a given area. The index is based on the poverty rate and is determined at the census tract level. Of all populations living below the Federal poverty line, the Black population also experiences the greatest exposure to poverty with an index score of 21.83.

The School Proficiency Index uses school-level data on the performance of 4th grade students on state exams to describe which neighborhoods have high-performing elementary schools nearby and which are near lower performing elementary schools. Of all populations living below the Federal poverty line, the Black population also experiences the lowest school system quality with an index score of 32.95.

The Labor Market Engagement Index provides a summary description of the relative intensity of labor market engagement and human capital in a neighborhood. Of all populations living below the Federal poverty line, the Black population also experiences the lowest index score of 24.91.

Are there any community assets in these areas/neighborhoods?

The Boynton Beach Community Redevelopment Agency (BBCRA) serves the community by guiding redevelopment activities such as affordable housing, free business promotional events, and small

business funding programs to create a vibrant downtown core and revitalized neighborhoods within the Agency's 1,650 acres located along the eastern edge of the City of Boynton Beach.

Are there other strategic opportunities in any of these areas?

The City of Boynton Beach Strategic Plan FY 2020-2021 states that the City began planning for the following strategic initiatives:

- Cultivate consciousness and develop a framework to address racial and social equity in the delivery of City services for the benefit of all communities within the City.
- Strengthen resource access to the City's underserved populations by maintaining a database of links that connect residents with resources, supporting relationships, and partnerships.
- Build an equitable economy that will grow family-wage careers, advance opportunities for prosperity, collaborate with partners for an equitable city, and create vibrant neighborhoods and communities.
- Create responsive, accountable, and cost-effective government programs and services that lead to Performance Excellence.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

Per the Federal Communication Commission [FCC] website (fcc.gov) broadband service is accessible to all households throughout Boynton Beach. According to the 2014-2019 American Community Survey, (ACS), 83.1% of households in Palm Beach County had a broadband subscription with an internet provider. There are five broadband providers in the city of Boynton Beach with plans providing at least ≥ 25/3 Mbps download/upload speed.

According to a 2013 White House report on broadband, there are major disparities in broadband affordability. Per the report, 93% of families making more than $100,000 have broadband access at home compared with only 43% of families making under $25,000. Therefore, the need in Boynton Beach is not the availability of service, but the affordability of service to low- and moderate-income households.

Palm Beach County does provide broadband service to public institutions such as libraries and schools at lower prices than private providers. Residents can access information and services at these facilities free of charge. The FCC also updated their Lifeline Program in 2016 to include fixed broadband internet service to reduce the cost burden to low-income households. Through this program, the FCC works with an interested broadband provider to provide service at a discounted rate, designating the Eligible Telecommunications Carrier (ETC) as a Lifeline Broadband Provider (LBP), and allowing the provider to provide a discount to eligible households.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

As stated above, there are five broadband providers in the city of Boynton Beach with plans providing at least ≥ 25/3 Mbps download/upload speed. It is doubtful that additional competition would have a significant impact on service affordability.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

Climate change is the defining challenge for the 21st century. The burning of fossil fuels and the emission of greenhouse gases (GHG) has contributed to a steady rise in carbon dioxide levels in the atmosphere that have the potential to result in changes to the global climate, including long-term temperature increases, melting of glaciers, decrease in polar ice pack, changes in weather patterns resulting in droughts and flooding, and sea level rise. Sea level rise would have a direct impact on the City of Boynton Beach's (City) water supply, the ability of stormwater drainage infrastructure to function properly and the livability of real estate along the ocean and Intracoastal Waterway.

The projected long-term effects of climate change would directly affect the City's operations in the absence of a strategic plan that actively moves the city forward using a sustainable approach. These many factors embodied the basis for the City's creation of a Climate Action Plan (CAP) in 2010 that seeks to reduce the City's greenhouse gas (GHG) emissions as a first step towards a sustainable future.

Further, according to the Palm Beach County 2020 – 2024 Consolidated Plan, the County (including the City of Boynton Beach) faces multiple impacts ranging from extreme heat and drought to sea level rise, flooding, extreme storms, and saltwater intrusion. Based on scientific studies, by midcentury we can expect an average of 72 days per year with a heat index above 105 degrees Fahrenheit. This is compared to an average of four days per year with a heat index above 105 degrees Fahrenheit between 1971 and 2000. In addition to rising temperatures, according to regional projections we can expect mean sea levels to rise between 21 and 54 inches above the 2000 mean sea level by 2070, which will result in more frequent nuisance flooding and increased impacts from storm surge. With substantial diversity in income levels, education, physical health, mental health, and age, these changes only exacerbate existing challenges. Boynton Beach's low- and moderate-income residents will be affected disproportionately, due to their inability to afford remediation efforts on their properties and their inability to relocate from potentially impacted areas.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

The physical impacts of a changing climate are matched and compounded by social challenges and economic consequences such as rising energy costs associated with conveying water, transportation, and health care. Low-income and vulnerable citizens, such as our elderly community, face disproportionate impacts of climate change including having fewer resources to respond to these changes.

Palm Beach County, which Boynton Beach is situated within, participated in a joint sea level rise vulnerability assessment in 2012 with Broward, Miami-Dade, and Monroe County of the Southeast Florida Climate Change Compact. The assessment looked at the region's vulnerability to 1, 2, and 3 feet of sea level rise and used geographic information systems (GIS) layers that were created using a modified

bathtub approach. The 2012 assessment was based on land elevation only and did not consider flooding related to rain events or that may be caused by storm surge/flood events. The following map illustrates the areas affected by sea level rise. Based on a review of the data, it appears that low and moderate-income areas within the Urban County Program jurisdiction that lie east of U.S. 1 would be impacted. These areas are found in the municipalities of Lake Park, Riviera Beach, Lake Worth Beach, and Lantana, as well as the eastern areas of Boynton Beach.

In 2021, Palm Beach County completed a comprehensive joint climate-change vulnerability assessment with Boynton Beach and six other municipalities located in the southeast section of the county that also included small areas of unincorporated Palm Beach County. This study examined the socioeconomic impacts of various climate threats in these areas. The most vulnerable areas identified during the study include 33,900 households with members 65 or older, and 18,400 households with members < 18.

The study identified a number of specific threat areas, the most urgent of which are detailed below:

1. *Rainfall Induced Flooding* presents the greatest exposure and highest levels of vulnerability and risk of all flooding threats assessed in this regional study. Specifically:

- NW areas show a co-occurrence of rainfall-induced flooding and high social vulnerability
- Most W and SW properties are within the 25 to 100-yr inundation extents, many are pre-FIRM or outside regulatory extent
- Along the coast, rainfall induced flooding is compounded by tidal flooding and storm surge
- Roadways and sidewalks are especially vulnerable in the west and southwest areas

2. *Sustained High Winds* are typically associated with tropical storms and can destroy infrastructure and assets. The study looked at property-level assessments based on use type and wind-related building design regulations.

- Health/Medical & Energy/Communications assets show highest percentages of vulnerability
- Unincorporated County areas have relatively low residential vulnerability compared to other jurisdictions in the region
- Several areas with high residential building vulnerability co-occur with areas of high social vulnerability
- 18 of the 22 most vulnerable residential areas are also among the most socially vulnerable

3. *Extreme Heat Events* are periods of excessively hot and/or humid weather that can last multiple days. Areas most vulnerable to extreme heat tend to have:

- More than 85% developed land cover (urban areas), less than 6% tree canopy coverage
- High socioeconomic stress, and sensitive population

As evidenced by the results of this study, the low-and- moderate-income populations of Boynton Beach, and Palm Beach County as a whole, face significant risks associated with these threats. And while there are remediation efforts that can be made to reduce property risks, such as Dry flood proofing, wind proofing, and elevating structures above flood levels, these options are often not affordable to LMIU homeowners or renters.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The City is increasing its allocation of federal resources by addressing geographic priorities with up to 63 percent of the funding for FY 2022-2023. Other activities such as public services are provided Citywide based on income eligibility. Some activities target the City's low- to moderate-income (LMI) target areas while some address the needs of LMI limited clientele. Priority needs were established through a community process, historical funding allocations, and data.

The highest priority needs below were determined through the housing and community needs assessment process of the Consolidated Plan and the review of related data.

1. Rehabilitation and preservation of existing housing especially single-family units.
2. Promotion and increase in homeownership and rental housing opportunities.
3. Increased public services to youth, seniors, and special needs populations
4. Economic development through business assistance and job creation/retention
5. Homeless prevention and assistance
6. Public facilities including those operated by non-profits such as group homes, shelters for the homeless and victims of domestic violence

For FY 2022-2023, the City will receive $547,027 in CDBG funds. For the five-year period, the City estimates receiving $2,736,035 in CDBG funds. The Community Improvement Division of the Financial Services Department is the lead agency for administering HUD grants. Other City departments and the Boynton Beach CRA works with the Division. The city works with the Palm Beach County Continuum of Care (CofC) and local and regional non-profit organizations to provide public services. Funding reductions and other factors affect service delivery. The City continues to affirmatively further fair housing through the provision of fair housing services.

Market characteristics include the construction of new houses and the acquisition and rehabilitation of existing single-family houses. Owner-occupied rehabilitation of single-family houses is important as much of the housing stock in the city is older units that may be subject to lead-based paint and deferred maintenance. Many of these houses are occupied by elderly households on fixed incomes who have challenges in finding resources to repair and stay in their homes.

The City does not have any public housing units, but Palm Beach County and Delray Beach Public Housing Authorities offer Section 8 Housing Choice Vouchers for renting homes in the City.

The city will act to reduce barriers to affordable housing including lack of affordable housing, exclusion of some affordable housing types, vacant land, and construction costs. Fair housing impediments including inadequate fair housing knowledge, lending disparities, and a segregated housing market will be addressed. Strategies include reducing housing costs, energy efficiency, and exploring developer incentives.

Homes constructed prior to 1978 selected for rehabilitation will be tested for lead-based paint. CDBG funds will be used to improve neighborhood conditions, improve quality of life, and to reduce poverty. The city will seek to provide business assistance, create jobs, and expand economic opportunities. The Community Improvement Division will carry out monitoring of non-profits, other City departments, and contractors through various methods including remote and on-site reviews in accordance with its policies and procedures and provide technical assistance as needed. The City will work with the CofC to address homeless needs and prevention.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

The City's low-to-moderate-income (LMI) target areas are those census tracts and block groups in which at least 51 percent of the population are households whose incomes are at or below 80 percent of the area median income (AMI). An average of sixty-six percent of the population within census tracts 5601, 5701, 5702, 6100, and 6201 are low-to-moderate-income.

Table 47 - Geographic Priority Areas

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

All CDBG funds will be geographically allocated citywide, with preferences on the CDBG target area as it is the area with the highest area of minority concentration and lowest of incomes. The City plans to focus its CDBG funds on public improvements in its census tracts that have a low-to-moderate-income (LMI) population of 51 percent or more including the area called the Heart of Boynton.

For the previous FY 2017-2021 Consolidated Plan and related Annual Action Plans, the City did not direct its assistance based primarily on those target areas. The CDBG regulations allow for resources to be allocated based on the income characteristics of beneficiaries. As such, the City allocated its previous CDBG resources for public service activities, and home repair Citywide. On a target area basis, the City funded the development of affordable housing in the Heart of Boynton through the Special Activity by a Community Based Development Organization (CBDO), the Boynton Beach Faith Based CDC.

For the FY2022-2026 Consolidated Plan, the City decided to continue funding public services Citywide but discontinued funding the CBDO activity and will focus CDBG resources on public improvements in its LMI target areas including the Heart of Boynton. The City determined that these public improvement activities including sidewalks, road improvements, and equipment have the potential of meeting the needs of a larger section of the LMI population.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 48 – Priority Needs Summary

1	**Priority Need Name**	Rehabilitation and Preservation of Existing Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Elderly
	Geographic Areas Affected	Citywide
	Associated Goals	Residential Rehabilitation
	Description	The city will continue to focus on rehabilitation of owner-occupied housing on a City-wide basis due to the aging housing stock that exists. The strategy will focus on improving health and safety, code violations, accessibility, and sustainability for extremely low to moderate households with preferences provided to the elderly, disabled, and veterans below 50% AMI.
	Basis for Relative Priority	Rehabilitation activities were identified as a priority during the Consolidated Plan planning process. The City's housing stock contains a high percentage of units built prior to 1980.
2	**Priority Need Name**	Promote and Increase Homeownership and Housing Rental Opportunities
	Priority Level	High
	Population	Low Moderate
	Geographic Areas Affected	Citywide
	Associated Goals	Home Purchase Assistance Affordable Housing Creation
	Description	Homeownership and access to rental housing is the cornerstone of developing stable neighborhoods. Overall, the City of Boynton Beach has a large percentage of owner-occupied units, but areas of the city experience low homeownership rates and sub-standard housing. As the population and housing demand increases, units need to be preserved and created.
	Basis for Relative Priority	This strategy helps establish higher rates of homeownership throughout the City, maintain and repair existing aging housing stock, and create affordable rental housing opportunities.

3	**Priority Need Name**	Increased Public Services
	Priority Level	High
	Population	Extremely Low Low Moderate Families with Children Elderly Frail Elderly Persons with Disabilities
	Geographic Areas Affected	Citywide
	Associated Goals	Public Services
	Description	The objective is to improve and expand public services that address senior services, crime prevention, childcare, youth services, fair housing counseling, recreational services, tenant/landlord counseling and employment training.
	Basis for Relative Priority	This increases the availability and accessibility of services to the community residents to meet public service needs, as indicated by public feedback.
4	**Priority Need Name**	Economic Development
	Priority Level	High
	Population	Extremely Low Low Moderate Middle
	Geographic Areas Affected	Citywide
	Associated Goals	Economic Development Public Facilities Improvement Job Creation Infrastructure Improvement Economic Development Technical Assistance
	Description	Provide incentives and technical assistance to promote economic development/job creation and improved public facilities/infrastructure in underserved areas.
	Basis for Relative Priority	This priority places emphasis on economic development activities and public facilities improvements, as indicated in public feedback.

5	**Priority Need Name**	Homeless Assistance
	Priority Level	High
	Population	Extremely Low Low Chronic Homelessness Mentally Ill Chronic Substance Abuse Veterans Unaccompanied Youth
	Geographic Areas Affected	Citywide
	Associated Goals	Homeless Assistance
	Description	Provide housing and support services to assist individuals and families who are in or in danger of being homeless.
	Basis for Relative Priority	The City will continue to work with the Homeless Coalition and Continuum of Care on strategies to assist individuals and families facing homelessness with an emphasis on the housing first model and providing effective mental health and substance abuse support services.
6	**Priority Need Name**	Services for Children and Youth
	Priority Level	Medium
	Population	Extremely Low Low Moderate Families with Children
	Geographic Areas Affected	Areas for Individual Benefit and Administration
	Associated Goals	After-School Care Day Care Youth Programs
	Description	Provide services for children and/or youth.
	Basis for Relative Priority	This need was given a Medium priority through an evaluation of community surveys and data analysis.
7	**Priority Need Name**	Health and Mental Health Services
	Priority Level	Medium
	Population	Extremely Low Low Moderate

		Large Families Families with Children Elderly Individuals Families with Children Mentally Ill Chronic Substance Abuse Persons with Alcohol or Other Addictions
	Geographic Areas Affected	Areas for Individual Benefit and Administration
	Associated Goals	Health Care Services Substance Abuse Treatment Counseling
	Description	Provide health care and mental health services in eligible areas.
	Basis for Relative Priority	This need was given a Medium priority through an evaluation of community surveys and data analysis.
8	**Priority Need Name**	Fair Housing Services
	Priority Level	Medium
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly
	Geographic Areas Affected	Areas for Individual Benefit and Administration
	Associated Goals	Fair Housing Counseling Fair Housing Education Fair Housing Enforcement Fair Housing Testing
	Description	Provide fair housing services in eligible areas.
	Basis for Relative Priority	This need was given a Medium priority through an evaluation of community surveys and staff analysis.
9	**Priority Need Name**	Parks and Recreation Facilities
	Priority Level	Low
	Population	Extremely Low Low

	Geographic Areas Affected	Low-Income Area Benefit
	Associated Goals	Parks and Recreational Centers
	Description	Provide improvements to parks and recreation facilities in eligible areas.
	Basis for Relative Priority	This need was given a Low priority through an evaluation of community surveys and data analysis.
10	**Priority Need Name**	Public Infrastructure
	Priority Level	Low
	Population	Extremely Low Low
	Geographic Areas Affected	Low-Income Area Benefit
	Associated Goals	Street Improvements Sidewalk Improvements
	Description	Provide improvements to streets, roads, sidewalks, curbs and gutters, culverts, and drainage.
	Basis for Relative Priority	This need was given a Low priority through an evaluation of community surveys and data analysis.

Narrative (Optional)

The City's priority needs were determined based on reviewing census, housing, and economic development data from various sources. The census data sources provided by HUD were the 2015-2017 American Community Survey (ACS) and the 2013-2017 Comprehensive Housing Affordability Study (CHAS). The data was supported by various community surveys including the City's 2021 Racial and Social Equity Community Needs Assessment, the City's 2017 and 2021 Housing Needs Assessment, the Consolidated Plan agency and resident surveys, and feedback for the use of the American Rescue Plan Act (ARPA) funding. Feedback from public comments at the two Consolidated Plan public meetings was also included in the priority need determination. The need for affordable housing in the City and Palm Beach County is critical and was viewed as the highest priority for both renters and homeowners. The changing demographics and the economic impact of the COVID-19 pandemic saw job creation and retention and public services for the elderly, youth and children were selected as the next highest priorities. Public infrastructure and parks and recreational centers were concerned low priority from community surveys and comments and as a relative priority for residents. Activities are selected for funding in accordance with the priority needs established in the Consolidated Plan public participation process and the statutory requirements to provide decent housing, homeownership opportunities, economic development opportunities, homeless assistance, and expansion of public services.

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	Not applicable.
TBRA for Non-Homeless Special Needs	Not applicable.
New Unit Production	Market characteristics include the limited of decent, standard, and affordable units for very low-, low-, and moderate-income households and for special needs populations. New units will be produced on buildable lots in cooperation with local non-profit developers. These units will be leverage with other State funds and the City's Community Redevelopment Agency.
Rehabilitation	Market characteristics include the current cost of materials for rehabilitation and the availability of funding for housing rehabilitation activities. The City will focus on rehabilitation of those units that meet the City's criteria for substandard housing.
Acquisition, including preservation	Market characteristics include lending requirements and increased mortgage regulations, as well as rapidly rising home values. The City will accept vacant lots that are conveyed by Palm Beach County for nonpayment of taxes.

Table 49 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c) (1,2)

Introduction

The City of Boynton Beach receives Community Development Block Grant (CDBG) funds from HUD as an entitlement participant in its Community Planning and Development (CPD) programs. The first-year funding for the five-year Consolidated Plan was confirmed by HUD and used as a basis to estimate the available federal resources for the five-year period by multiplying the first-year allocation by five. In subsequent years, the actual annual allocation for each year may vary depending on what is approved by Congress for CPD programs. Goals, objectives, and activities will be adjusted in the applicable Annual Action Plans. The city also factors in an estimate of program income that is to be received each year and will vary from the estimate depending on the amounts received. The table below identifies the resources for the City's Consolidated Plan for FY 2022-2026. The City estimates that it will receive $2,736,035 in CDBG funds over the five years of the Consolidated Plan. It also shows State Housing Initiatives Partnership (SHIP) Program funds which will be used for leverage with CDBG for housing-related activities. SHIP allocations are determined annually by the State of Florida and cannot be estimated.

For FY 2022-2023, the city was allocated CDBG funds in the amount of $547,207. The city does not estimate any program income from CDBG. Program income for the five years cannot be estimated.

It should be noted that resource allocations from leveraged sources may also vary annually as will supplemental resources that will be used to leverage projects. Anticipated leverage amounts for the City of Boynton Beach may vary based on the financing structure of individual projects or programs funded, as well as market conditions and other intervening variables during the Consolidated Plan.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	547,207	0	1,072,040	$1,619,247	$2,188,828	The expected amount available for the remainder of the Con Plan is estimated based on the FY 2022-2023 funding.
Other	public - state	Admin and Planning Other	775,874	TBD	0	775,874	0	The Florida State Housing Initiatives Partnership (SHIP) funds are for FY 2022-2023.

Table 50 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Funds provided to community-based organizations, though not required, will be matched by those organizations with funds from other sources such as other public and private sector grants, fundraising, and fees. The Plan recognizes that the limited CDBG public service funding is often a small part of these organizations' budgets. The City will leverage SHIP funds through the State of Florida and discounted first mortgages and other permanent contributions from private sector lending institutions. SHIP funds in the amount of $775,874 will be available over FY 2022-2023 but there is no guarantee of funding over the five years of the Consolidated Plan.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The city will continue to seek vacant land and residential structures for donation or sale to non-profit developers as these become available. The cost of properties in Palm Beach County has become unaffordable because of investor speculation. At the time of submission of this Plan, the City does not own properties that might be used to address the needs in the plan.

Discussion

With the 2020 public health crisis and resultant economic fallout due to business closures and loss of jobs, supplemental funding through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) has been allocated through HUD appropriations. County and State agencies have waived provisions to allow such funding to be allocated through "entitlement" cities. The allocation of federal resources and program design will be impacted with more of a focus on meeting immediate needs.

Public services to assist special needs and vulnerable populations and persons who are at risk of homelessness due to job loss will be top priority for resources. There are also opportunities for the City to work with other governmental entities and the private sector to address the needs of Boynton Beach residents.

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Financial Services Department	Government	Planning, administration, public improvements, public services, affordable housing	Jurisdiction
Economic Development Department	Government	Business assistance Workforce development	
Public Works Department	Government	Neighborhood Improvements Public Facilities	Jurisdiction
Alzheimer's Community Care, Inc.	Non-profit organizations	Non-homeless special needs Public Services	Jurisdiction
Habitat for Humanity of South Palm Beach County	Non-profit organizations	Ownership	Region
Boynton Beach Community Redevelopment Agency	Government – special district	Economic Development Neighborhood Improvements	Jurisdiction (Special District)
Boynton Faith Based CDC	Non-profit organizations	Ownership	Jurisdiction
Pathways to Prosperity, Inc	Non-profit organizations	Self-Sufficiency Education Programs	Jurisdiction

Table 51 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The City of Boynton Beach works in partnership with other city departments, county and state government agencies and non-profit organizations to deliver funding resources and services directly to the community. These resources are primarily used to create and maintain decent, affordable housing and provide services to low-to moderate income persons and families. Homeownership and homeowner rehabilitation opportunities for low-to moderate income persons and families are offered using a variety of funding sources which leverage CDBG dollars. The strengths of the housing delivery system rely heavily on the results from the City's *Housing Assessment Study* (March 2022) which provided a thorough analysis of the current and future housing needs. Among the key findings, which continue today, is the very low supply of vacant developed lots and increasing home values making affordability a major issue.

Additional community needs include public facilities and improvements, as well as several requests for CDBG assistance from non-profit organizations which consistently exceed available funding, particularly when factoring in the 15% cap on public services. Gaps within the delivery system that lessen the

likelihood of meeting all the housing and community development needs identified in the plan are related to financial resources, high housing costs, difficulty in obtaining supplies, and labor shortages. In determining how to invest its limited CDBG and other resources, the City Commission is committed to selecting those programs and projects that best respond to and serve the residents of Boynton Beach.

The Palm Beach County Continuum of Care (FL-605) coordinates outreach and services to the city's homeless populations. The city maintains membership on the County's Homeless Advisory Board to ensure the needs of the homeless are represented as a continuum member community. Homeless services are generally limited to referral services.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X	X	
Mortgage Assistance			
Rental Assistance	X	X	
Utilities Assistance			
Street Outreach Services			
Law Enforcement			
Mobile Clinics		X	
Other Street Outreach Services	X	X	X
Supportive Services			
Alcohol & Drug Abuse			
Child Care			
Education			
Employment and Employment Training			
Healthcare			
HIV/AIDS			x
Life Skills	X	X	X
Mental Health Counseling	X	X	X
Transportation	X	X	
Other			
Other	X	X	

Table 52 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The city participates in, and relies heavily on, the Palm Beach County Continuum of Care (FL-605) for outreach and services to the city's homeless populations. The city maintains membership on the County's Homeless Advisory Board to ensure the needs of homeless persons within the city limits are represented.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above.

N/A

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs.

N/A

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Provision of public services	2022	2026	Non-Housing Community Development	Citywide	Public Services, General	CDBG: $400,000	Public service activities other than LMI Housing Benefit: 3,000 Persons Assisted
2	Increase Quality of Public Improvements.	2022	2026	Non-Housing Community Development	Low & Moderate-Income Areas	Public Facilities and Infrastructure	CDBG: $1,209,005	Public Facility or Infrastructure Activities other than LMI Housing Benefit: 5,000 Persons Assisted
3	Create and maintain safe and affordable housing.	2022	2026	Affordable Housing	Citywide	Rehabilitation of existing and creation of new housing	CDBG: $579,825 State of Florida SHIP: $2,500,000	Homeowner Housing Added or preserved: 20 Housing Units
4	Planning and grant administration	2022	2026	Planning and Administration	Citywide	Public Improvements Public Services, General	CDBG: $547,205 State of Florida SHIP: $250,000	Other: 1 Other

Table 53 – Goals Summary

Goal Descriptions

1	**Goal Name**	Provision of public services
	Goal Description	No more than 15% of CDBG funds will be used to assist residents with a broad spectrum of public services activities to enhance their living environment including childcare, mental health services, health services, youth services, domestic violence services, substance abuse services, services for elderly, services for the elderly, and education. Public services will be provided by non-profit organizations that will be selected through an RFP process.
2	**Goal Name**	Increase quality of public facilities and improvements
	Goal Description	Funds will be used to foster healthy, stable, and attractive neighborhoods, access to quality public facilities, and blight removal by funding neighborhood improvement activities such as neighborhood public infrastructure and improvements including water, sewer, drainage, and sidewalks
3	**Goal Name**	Create and maintain safe and affordable housing
	Goal Description	CDBG and State of Florida SHIP funds will be used for land acquisition, down payment assistance, development subsidy, rental rehabilitation, major home repairs/residential rehabilitation for low- to moderate-income homeowners of single-family owner-occupied homes and tother eligible activities to create new affordable housing.
4	**Goal Name**	Planning and grant administration
	Goal Description	Funding to the City's Community Improvement Division for planning and grant administration that doesn't exceed 20% of the CDBG grant to implement and/or coordinate the implementation of all CDBG activities to meet the FY 2022-2023 Annual Action Plan goals and objectives. $77,587 in State of Florida SHIP funds will also be used for planning and administration.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2).

Over the five-year Plan period, the City estimates that 16 low-income households, and 4 moderate-income households will be assisted with creating or preserving affordable housing using CDBG and State of Florida SHIP funds.

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

The City of Boynton Beach does not own or operate a Public Housing Authority or Public Housing Agency within its jurisdiction. However, the Palm Beach County Housing Authority (PBCHA) does own forty-three single family units in Boynton Beach. Palm Beach County residents are provided with affordable housing options that are free of housing discrimination and architectural barriers according to the PBCHA. In addition, the City of Delray Beach Housing Authority allocates Section 8 housing vouchers in Boynton Beach. Section 504 of the Rehabilitation Act of 1973 prohibits discrimination based on disability in any program or activity that receives financial assistance from any federal agency.

Since there are no public housing units in the City, this is not relevant. In seeking privately owned rental housing, the PHAs will identify landlords with accessible properties to meet the needs of Section 8 vouchers holders, as applicable.

Activities to Increase Resident Involvements

Not applicable.

Is the public housing agency designated as troubled under 24 CFR part 902?

Not applicable.

Plan to remove the 'troubled' designation

Not applicable.

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

The City of Boynton Beach last amended its Housing Element in 2008. The overarching goal of the Housing element is "To provide decent, safe, and sanitary housing in suitable neighborhood environments at a range of costs and variety of types necessary to meet the needs of present and future residents of the City". This goal is very broad and falls within the norms for almost all municipalities. Additional goals which more specifically prioritize affordable housing should be developed to increase its success.

The City's Zoning Code defines a family as "One (1) or more persons occupying a single dwelling unit and using common cooking facilities. Families who provide care in their own home as duly state licensed foster family homes, in which dependent children have been duly placed by the State of Florida, and which include not more than five (5) children (both natural and foster) in the household, are expressly included within this term." This definition is in line with the definition provided by the Department of Housing and Urban Development. In addition, the housing policy established by the Future Land Use Element of the Comprehensive Plan states that the City "shall provide a mix of available residential densities to accommodate a variety of housing types sufficient to meet the needs of the present and projected population of the City, including the provision of adequate sites for housing very low-, low- and moderate-income households and for mobile and manufactured homes." While the definition of "family" and the Future Land Use element are adequate, there are still existing barriers to the development maintenance, and improvement of affordable housing. The most significant barriers for developing affordable housing include the following:

- **The lack of adequate public policies that support the creation of affordable housing.** The Housing Element of the City's Comprehensive Plan establishes goals, objectives and policies aimed at providing adequate housing for the City's residents. However, the Housing Element of the City's Comprehensive Plan has not been updated since 2008. The goals, objectives and policies of the Housing element should be updated to reflect the current conditions of the City.
- **Business Tax Receipt:** A business tax receipt is required for long term rental of a property. The City should ensure that the inspections required to obtain a Business Receipt cover an evaluation of the property that ensures the accommodations are safe to be inhabited. Roof Truss tests should be required as part of the inspection process for manufactured home long term rentals. This will ensure that the property conforms to HUD regulations for manufactured homes.
- **Lack of resources for affordable housing and infrastructure in support of affordable especially renter housing:** As grant sources, both Federal and State, are declining, resources for developing affordable housing are limited. Limited funding resources and the cost of retrofitting existing houses are barriers to the availability and accessibility of housing for persons with disabilities. The majority of the City's CDBG is not spent on affordable housing initiatives.
- **Limited Housing Options:** The Housing Element mentions housing options in supportive housing but does not talk specifically about type of houses such as accessory dwelling units that can accommodate new housing units in existing neighborhoods, provide housing options for lower income persons, and allow for efficient use of the city's existing housing stock and infrastructure.

- **Impact Fees:** Impact fees also pose a barrier to affordable housing. Currently, the impact fees for residential units 800 square feet in size or smaller are $2699.22. Coupled with today's construction costs, impact fees can disincentivize affordable housing projects.

- **Zoning Regulations**: Regulations and land use controls may also create unintended effects of reducing the availability of affordable housing as they may significantly impact the location and type of housing and business investments and may increase the cost of development. The development review and code compliance processes also tend to fall within the regulatory processes. Code compliance is essential to eliminate slum and blight but if not combined with adequate community engagement, it may become disastrous as residents may not comply and seek legal remedy. The City's Code Compliance Department should ensure that it is dedicated to enforcement as well as adequate community engagement.

- **Group Homes:** Group homes are allowed per the City's zoning Code. There is no distance requirement established between each group home establishment. However, a conditional use approval is required for group homes to be permitted in several zoning districts within the City. The additional approval requirement creates a barrier to affordable housing for residents requiring this type of housing.

- **Accessory Dwelling Units:** Accessory Dwelling Units are allowed per the zoning code. However, they are only allowed as an accessory use to any lawful non-residential principal use within a non-residential building. In addition, the living area requirement is seven hundred fifty (750) square feet and limited to occupancy by the property owner or business operator. Accessory Dwelling Units should be allowed as an accessory to lawful residential principal uses.

The City of Boynton Beach conducted an update in 2016 to its last Analysis of Impediments to Fair Housing Choice (AI).

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

Notwithstanding the above barriers, the City of Boynton Beach has increased its efforts to remove or ameliorate the barriers to affordable housing through a variety of strategies.

- The Boynton Beach Community Redevelopment Agency (BBCRA) serves the community by guiding redevelopment activities such as affordable housing along the eastern edge of the City. Continued utilization of the BBCRA will facilitate revitalization of neighborhoods within the agency's purview and encourage affordable housing in the agency area.
- Programs to help first-time/modest income buyers fix up their newly purchased homes should be considered.
- Institute code changes which allow for the construction of accessory dwelling units in residential zoning districts to provide more options to residents especially for low-income households.

- Promote affordable housing by using funds to acquire land, provide low-income homebuyers with down payment assistance, create development subsidies to lower the building costs for buyers, assist elderly households with home repairs and explore rental rehabilitation opportunities to increase the number of affordable rental units available in the city.

- Institute code changes which allow for the construction of additional alternative types of housing that meet the requirements of the Florida Building Code. Shipping containers and tiny homes could help to offset the rising costs of traditional construction.

- Discontinue impact fees for affordable housing projects and offset the costs with tax assessments or tax increases.

- Facilitate rezoning and redevelopment of existing uses. This action will facilitate diversification of the types of housing that can be made available and support the overall increase of available housing supply for sale and for rent. According to the 2017 Housing Needs Assessment, some first-time millennial home buyers prefer more traditional types of subdivisions, while others are looking for a more urban lifestyle. In addition, Boynton Beach has very strong projected growth among Generation X (35- 54), which usually represents the prime homebuying years. Generation X home buyers are typically looking for larger and more luxurious homes than those they currently own. Also, this group is often recent renters re-entering homeownership after experiencing a period where their credit scores had to recover to qualify to purchase again.

- The significant increase in the 55+ population combined with their longer life expectancies will require more innovative communities that focus on wellness and allow for aging in place as they transition from independent to different levels of assisted living.

- Increased public transportation options within the City. Currently the bus options in the City only cover the main thoroughfare. Additional expansion with the inclusion of additional bus routes into residential communities would support low-income residents without access to cars.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The city participates in, and relies heavily on, the Palm Beach County Continuum of Care (FL-605) for outreach and services to the city's homeless populations. The city maintains membership on the County's Homeless Advisory Board to ensure the needs of homeless persons within the city limits are represented.

Non-profit organizations are the primary link to the City's involvement with homeless individuals. The agency provides many homeless services such as hotel vouchers, food, and assistance, and help in obtaining other forms of public assistance.

Addressing the emergency and transitional housing needs of homeless persons

The city participates in, and relies heavily on, the Palm Beach County Continuum of Care (FL-605) for outreach and services to the city's homeless populations. The city maintains membership on the County's Homeless Advisory Board to ensure the needs of homeless persons within the city limits are represented.

Non-Profit organizations are the primary link to the City's involvement with homeless individuals. These agencies provide many homeless services such as hotel vouchers, food, and assistance, and help in obtaining other forms of public assistance.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Through its participation in the local Continuum of Care, the city provides information and referrals to the Palm Beach County Homeless Housing Alliance. The HHA coordinates all HUD CoC funding for the County, including the city of Boynton Beach and directs these referrals to the appropriate housing and service agencies, whether inside the city or in the county.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education, or youth needs

Through its participation in the local Continuum of Care, the city provides information and referrals to the Palm Beach County Homeless Housing Alliance. The HHA coordinates all HUD CoC funding for the County,

including the city of Boynton Beach and directs these referrals to the appropriate housing and service agencies, whether inside the city or in the county.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The City of Boynton Beach references lead-based paint hazards in pre-1978 housing in its housing program policies and procedures. Compliance with lead-based paint regulations regarding the use of federal housing assistance funds is required. The City will work toward incorporating measures to ensure that all federal lead safe practices are met.

To reduce the risk of lead poisoning, information is distributed to participants in the City's housing programs. The City makes lead-based paint information available to all interested parties in the City's housing programs.

As of April 22, 2010, the U.S. Environmental Protection Agency (EPA) requires all workers (including property owners) who disturb surfaces painted prior to 1978 to be trained in lead-safe work practices, and all firms to be EPA certified in those practices as well. The City follows strict HUD guidelines for testing and abatement of lead-based paint and other hazardous substances and require compliance from its contractors and subcontractors. The City can provide a list of licensed, prequalified contractors who are available to perform appropriate abatement and/or removal procedures if lead-based paint is present.

Lead-based paint can be mitigated through interim control methods and full abatement where possible. Abatement represents the most permanent method of lead-based paint containment. This method requires removal of contaminated surfaces. However, the cost of full abatement can be very high thus making some rehabilitation projects financially impractical, especially when the low-income homeowner is unable to take on additional debt. However interim controls can provide a more cost-effective solution. Interim controls are designed to reduce human exposure to lead-based paint hazards. Some methods of the interim controls include repairs, painting, temporary containment, and specialized cleaning. The City determines if the cost associated with interim controls outweighs the cost of abatement

How are the actions listed above related to the extent of lead poisoning and hazards?

The proposed actions listed above address units that may pose a lead-based paint threat based on the age of the housing stock. The City also considers units that are occupied by at-risk populations, such as children. The actions will identify, assess, and prevent lead poisoning and hazards.

How are the actions listed above integrated into housing policies and procedures?

The City utilizes CDBG for lead-based paint hazard reduction. The above actions will be incorporated in the City's housing program guidelines for CDBG funding.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The City's goal is to reduce the number of poverty-level families through coordination and delivery of economic development, affordable housing, and service programs throughout the city. Persons and families in poverty must have the opportunity to overcome personal and socio-economic barriers and challenges that contribute to lives of poverty. Programs alone may not provide all the counseling, training, and tools necessary to resolve such a complex set of issues.

According to a 2021 Florida International University report entitled, *City of Boynton Beach – Racial and Social Equity Community Needs Assessment and* corroborated by the most recent ACS data provided by U.S. Census, poverty rates in the city have improved between 2012 and 2019, with the one exception of senior citizens (over 65) community, which increased from 10.4 to 11.4 percent. However, longstanding disparities continue to be evident between Black and African American and White, non-Hispanic populations. White, non-Hispanic poverty rates remain half that of Black and African Americans living in Boynton Beach. Also, families with just one householder and no spouse present are most likely to experience poverty. Hispanic and Black and African American families are more likely to have a single householder, especially this is the case for homes where only a mother is present. In 2019, about 10,400 people in Boynton Beach were below the poverty line.

This plan includes efforts to add value to neighborhoods through targeted investments in infrastructure in the most underserved areas. Our partner city departments, agencies and non-profit organizations share these goals and are also committed to take actions to eradicate poverty through affordable housing, educational and job training opportunities with the objective of creating an enhanced quality of life and a better chance to overcome poverty.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan?

Boynton Beach will continue to address poverty by supporting incentives to attract, create and retain businesses, develop affordable housing opportunities, and improve public transportation. To the extent possible, CDBG funds will be used for eligible projects to supplement broader city efforts to reduce poverty. The strategic plan goals as articulated in the 2021 report include addressing racial and social equity issues, strengthening access to resources for its underserved population, and building an equitable economy and open opportunities for all residents,

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Boynton Beach Community Improvement Division will be responsible for following the established standards and procedures for monitoring the activities authorized under the CDBG program, ensure long-term compliance with the provisions of the program, and further the City's goals and objectives as set forth in the Plan. Measures used to check the progress and compare to resources consumed to accomplishments include tracking the status of projects and timeliness of expenditures, collect and review reports/projections, provide methods to change or improve outcomes where needed and conduct on-site monitoring activities to verify accomplishments when appropriate.

All activities will be monitored to ensure regulatory compliance with 24 CFR Part 570, as well as other federal program requirements such as, but not limited to, Environment, Davis-Bacon, Section 3, Fair Housing, Lead-based Paint, and Procurement. Data and information provided will be cross-checked against applicant information to verify accuracy and completeness of the data. When necessary, certain construction or other physical improvement may need additional personnel or expertise (building or housing program inspectors) to accomplish monitoring objectives related to governing construction standards, building codes, and other program guidelines. All monitoring processes will be reviewed and evaluated to ensure the Plan goals and objectives are being achieved throughout the Plan period.

The City will enter into binding contractual agreements with all other CDBG program participants. These agreements will ensure compliance with program guidelines and provisions between the city and these parties. These agreements will also provide a basis for enforcing program requirements and for identifying remedies in the event of a breach or non-compliance with any of the agreement provisions.

Minority Outreach Program – The City encourages local minority and women-owned businesses to participate in and compete for contracts. The City's Finance Department follows bid procedure requirements at 2 CFR Part 200 and all bids advertised on the City's website include information advising MBE/WBE of contracting opportunities. Once the specifications for a project are approved, a bid package is prepared with the following items: Invitation to Bid, set of specifications and special trades, bid proposal summary sheet, statement of non-collusion, contractor/subcontractor and minority report, MBE/WBE commitment affidavit, and best bid criteria affidavit.

Comprehensive Planning Requirements – The City will utilize the monitoring process as part of its long-term strategy to ensure program compliance and consistency with the broader established comprehensive planning efforts. This includes regional and local goals related to furthering fair housing objectives and reducing the number of fair housing complaints. Opportunities where Community Improvement or Finance Department staff can enhance affordable housing planning efforts through community forums, educational outreach, and training will be a priority.

AP-15 Expected Resources – 91.220(c) (1,2)

Introduction

The City of Boynton Beach receives Community Development Block Grant (CDBG) funds from HUD as an entitlement participant in its Community Planning and Development (CPD) programs. The first-year funding for the five-year Consolidated Plan was confirmed by HUD and used as a basis to estimate the available federal resources for the five-year period by multiplying the first-year allocation by five. In subsequent years, the actual annual allocation for each year may vary depending on what is approved by Congress for CPD programs. Goals, objectives, and activities will be adjusted in the applicable Annual Action Plans. The city also factors in an estimate of program income that is to be received each year and will vary from the estimate depending on the amounts received. The table below identifies the resources for the City's Consolidated Plan for FY 2022-2026. The City estimates that it will receive $2,736,035 in CDBG funds over the five years of the Consolidated Plan. It also shows State Housing Initiatives Partnership (SHIP) Program funds for FY2022 in the amount of $775,874 which will be used to leverage with CDBG for housing-related activities. The SHIP allocations are determined annually by the State of Florida and cannot be estimated in future years.

For FY 2022-2023, the city was allocated CDBG funds in the amount of $547,207. The city does not estimate any program income from CDBG. Program income for the five years cannot be estimated.

It should be noted that resource allocations from leveraged sources may also vary annually as will supplemental resources that will be used to leverage projects. Anticipated leverage amounts for the City of Boynton Beach may vary based on the financing structure of individual projects or programs funded, as well as market conditions and other intervening variables during the Consolidated Plan.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	547,207	0	1,072,040	$1,619,247	$2,188,828	The expected amount available for the remainder of the Con Plan is estimated based on the FY 2022-2023 funding.
Other	public - state	Admin and Planning Other	$775,874	0	0	$775,874	TBD through annual state budgeting process	The Florida State Housing Initiatives Partnership (SHIP) funds are for FY 2022-2023.

Table 54 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state, and local funds), including a description of how matching requirements will be satisfied

When eligible, CDBG funds will be utilized to leverage City general fund allocations, other local, federal, and state funds to complete community development activities, address housing needs, and provide services to meet the needs of City residents. State funds received as an allocation from Florida Housing Finance Corporation's State Housing Initiative Partnership (SHIP) Program are an example of funding that will leverage CDBG funds allocated to affordable housing activities. This opportunity to leverage Federal and state funds allows the City to assist very low, low, low-to moderate- and middle-income citizens. The State SHIP fund allocation for the FY 2022-2023 is $775,874. Future years cannot be reflected as there is no guarantee of annual allocations of funding over the five years of the Consolidated Plan.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The city will continue to seek vacant land and residential structures for donation or sale to non-profit developers as these become available. The cost of properties in Palm Beach County has become unaffordable because of investor speculation. At the time of submission of this Plan, the City does not own properties that might be used to address the needs in the plan.

Discussion

With the 2020 public health crisis and resultant economic fallout due to business closures and loss of jobs, supplemental funding through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) has been allocated through HUD appropriations. County and State agencies have waived provisions to allow such funding to be allocated through "entitlement" cities. The allocation of federal resources and program design will be impacted with more focus on meeting immediate needs.

Public services to assist special needs and vulnerable populations and persons who are at risk of homelessness due to job loss will be top priority for resources. There are also opportunities for the City to work with other governmental entities and the private sector to address the needs of Boynton Beach residents.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Provision of public services	2022	2023	Non-Housing Community Development	Citywide	Public Services, General	CDBG: $80,000	Public service activities other than LMI Housing Benefit: 600 Persons Assisted
2	Increase Quality of Public Improvements.	2022	2023	Non-Housing Community Development	Low & Moderate-Income Areas	Public Facilities and Infrastructure	CDBG: $241,801	Public Facility or Infrastructure Activities other than LMI Housing Benefit: 2,500 Persons Assisted
3	Create and maintain safe and affordable housing.	2022	2023	Affordable Housing	Citywide	Rehabilitation of existing and creation of new housing	CDBG: $115,965 State of Florida SHIP: $775, 874	Homeowner Housing Added or preserved: 5 Housing Units
4	Planning and grant administration	2022	2023	Planning and Administration	Citywide	Public Improvements Public Services, General	CDBG: $109,441 State of Florida SHIP: $77,587	Other: 1 Other

Table 55 – Goals Summary

Goal Descriptions

1	**Goal Name**	Provision of public services
	Goal Description	No more than 15% of CDBG funds will be used to assist residents with a broad spectrum of public services activities to enhance their living environment including childcare, mental health services, health services, youth services, domestic violence services, substance abuse services, services for elderly, services for the elderly, and education. Public services will be provided by non-profit organizations that will be selected through an RFP process.
2	**Goal Name**	Increase quality of public facilities and improvements
	Goal Description	Funds will be used to foster healthy, stable, and attractive neighborhoods, access to quality public facilities, and blight removal by funding neighborhood improvement activities such as neighborhood public infrastructure and improvements including water, sewer, drainage, and sidewalks
3	**Goal Name**	Create and maintain safe and affordable housing
	Goal Description	CDBG and State of Florida SHIP funds will be used for land acquisition, down payment assistance, development subsidy, rental rehabilitation, major home repairs/residential rehabilitation for low- to moderate-income homeowners of single-family owner-occupied homes and tother eligible activities to create new affordable housing.
4	**Goal Name**	Planning and grant administration
	Goal Description	Funding to the City's Community Improvement Division for planning and grant administration that doesn't exceed 20% of the CDBG grant to implement and/or coordinate the implementation of all CDBG activities to meet the FY 2022-2023 Annual Action Plan goals and objectives. $77,587 in State of Florida SHIP funds will also be used for planning and administration.

Projects

AP-35 Projects – 91.220(d)

Introduction

The following table contains the projects that the City will fund in FY 2022-2023 using CDBG funds. Up to 20% of the CDBG grant can be expended on Planning and Administration. State of Florida SHIP and City general funds will be leveraged with the federal funds. CDBG funds allocated to Public Services will be awarded through a Request for Proposal process for eligible and qualified community-based non-profit organizations. No more than 15% of the CDBG grant can be expended on public service activities. The specific public service activities to be funded below were based on the priorities set by the Consolidated Plan and applications submitted by the non-profit organizations.

Projects

#	Project Name
1a	CDBG Public Services – Pathways to Prosperity
1b	CDBG Public Services – Alzheimer's Community Care, Inc.
2	CDBG and State of Florida SHIP Affordable Housing
3	CDBG Public Facilities and Improvements
4	CDBG Planning and Administration

Table 56 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs.

Allocation priorities were based on the City's housing and community development needs assessment contained in the Consolidated Plan, feedback from residents and other community stakeholders, funding applications received through a competitive grant applications cycle, and the City Commission. The economic dislocation caused by the COVID-19 pandemic has disproportionally affected low-to-moderate-income households. Housing market conditions related to demand and supply of both affordable rental and homeownership housing and the high costs of vacant land and construction makes it very difficult to serve the housing needs of LMI families. The City is challenged to develop and implement a well-coordinated and integrated outcome-driven service delivery system that meets the City's housing and community development needs and goals within the limits of available funding and external conditions.

Ongoing efforts to address the identified needs amidst dwindling financial resources at the federal and local level also requires the City to focus its funding to the activities that will have the highest impact. The City has selected to focus on public improvements such as streets, sidewalks, and other eligible infrastructure projects in low-income census tracts where at least 51 percent of the population is LMI households and affordable housing activities. Existing CDBG funding and other sources will be sought to address the affordable housing crisis which was deemed the highest priority in the needs assessment.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	General Public Services – Pathways to Prosperity
	Target Area	Citywide
	Goals Supported	Provision of public services
	Needs Addressed	Public Services, General
	Funding	CDBG: $55,000
	Description	Activity Eligibility: 24 CFR 570.201(e)- Administered by the Community Improvement Division through the provision of funding to community-based organizations non-profits procured through a Request for Proposals (RFPs). This activity will benefit low- to moderate-income individuals and households by providing training, mentoring, and case management for children and parents.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that up to 300 individuals who are primarily from low- and moderate-income households will benefit from this activity.
	Location Description	Citywide
	Planned Activities	Activities include program design, outreach, intake, activity delivery, reporting, and compliance.
2	**Project Name**	General Public Services – Alzheimer's Community Care, Inc.
	Target Area	Citywide
	Goals Supported	Provision of public services
	Needs Addressed	Public Services, General
	Funding	CDBG: $25,000
	Description	Activity Eligibility: 24 CFR 570.201(e)- Administered by the Community Improvement Division through the provision of funding to community-based organizations non-profits procured through a Request for Proposals (RFPs). This activity will benefit low- to moderate-income individuals and households by providing services for seniors, and persons with disabilities.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that up to 300 individuals who are primarily from low- and moderate-income households will benefit from this activity.
	Location Description	Low/Mod Target Area
	Planned Activities	Activities include program design, outreach, intake, activity delivery, reporting, and compliance.
3	**Project Name**	CDBG Public Facilities and Improvements
	Target Area	Low & Moderate-Income Areas
	Goals Supported	Increase Quality of Public Facilities and Improvement

	Needs Addressed	Public Facilities, Infrastructure, and Improvements
	Funding	CDBG: $241,801
	Description	This project provides funding for improving public infrastructure in geographic areas where at least 51 percent of the population are low-to-moderate-income (at or below 80 percent of AMI)
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	The public facilities and improvements are anticipated to benefit 2,500 persons including individuals with disabilities.
	Location Description	This project will be carried out in qualified low-income areas.
	Planned Activities	Administered by the City's Community Improvement Division, this activity will provide for assistance to carry out activities serving the needs of low and moderate-income residents.
4	**Project Name**	CDBG Housing Activities
	Target Area	Low & Moderate-Income Households
	Goals Supported	Create and maintain safe and affordable housing
	Needs Addressed	Housing
	Funding	CDBG: $115,965; State of Florida SHIP: $775,874
	Description	This project provides funding for housing repairs and improvements to eligible low-to-moderate-income (at or below 80 percent of AMI) and/or elderly homeowners, buyers, and renters.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	This activity is anticipated to benefit 2 persons/households assisted with CDBG and 8 persons/households assisted with SHIP.
	Location Description	This project will be carried out city-wide.
	Planned Activities	Administered by the City's Community Improvement Division or through a sub-recipient partner, this activity will provide housing assistance to low and moderate-income or elderly homeowners.
5	**Project Name**	CDBG Program Planning and Administration
	Target Area	Citywide
	Goals Supported	Increased public facilities and improvements Provision of public services Planning and grant administration
	Needs Addressed	Public facilities and improvements Public Services, General

	Funding	CDBG: $109,441 State of Florida SHIP: $ 77, 587
	Description	Activity Eligibility: 24 CFR570.205 and 570.206 Provide funding to the City of Boynton Beach Community Improvement Division of the Financial Services Department for the administration of the CDBG programs. An amount of $109,441 in CDBG funds will be used to partially cover the planning and administrative costs of the program.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	See individual activity benefits.
	Location Description	Citywide
	Planned Activities	The City's Community Improvement Division will administer the CDBG program activities including Consolidated planning, subrecipient agreement development, environmental assessments and reviews, financial management including grant sub awards, procurement, and designation of subrecipients, inspections, reasonableness reviews, reporting, monitoring and oversight, recordkeeping, and other activities to ensure grant compliance.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City will allocate federal funding on a citywide basis for the 2022 program year, with concentrations within Census tracts 5601, 5701, 5702, 6100, 6201, 6203, and 63.00. Housing rehabilitation, however, can be citywide for income eligible homeowners in need of code-related repairs. All projects included in this Annual Action Plan will benefit low- and-moderate income residents throughout the City.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	35
Low-moderate-income areas	65

Table 57 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Boynton Beach adheres to all program-specific eligibility requirements when allocating funds. Priorities for allocation of funding have been established through a combination of public feedback, needs analysis, internal and stakeholder feedback and opportunities for leveraging. All the proposed Action Plan projects will serve very low-, low-, and moderate-income persons and households.

All CDBG funds will be geographically allocated citywide, with preferences on the CDBG target area as it is the area with the highest area of minority concentration and lowest of incomes. The City plans to focus its CDBG funds on public improvements in its census tracts that have a low-to-moderate-income (LMI) population of 51 percent or more including the area called the Heart of Boynton.

Discussion

See above discussion.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

During FY 2022-2023, the City of Boynton Beach will utilize CDBG funds leveraged with State of Florida SHIP funds to assist 10 non-homeless households with rehabilitation of owner-occupied housing units, production of new housing units, and acquisition of an existing housing unit.

The City's housing stock is aging and low- and moderate-income homeowners cannot afford to maintain or repair their homes. For this reason, rehabilitation of owner-occupied housing has been determined to be a high priority. The home repair needs of elderly persons will also be addressed under the CDBG and SHIP Home Repair Programs as special needs housing.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	10
Special-Needs	0
Total	10

Table 58 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	
The Production of New Units	
Rehab of Existing Units	4
Acquisition of Existing Units	6
Total	10

Table 59 - One Year Goals for Affordable Housing by Support Type

Discussion

During the first year of this new Consolidated Plan five-year period, the city will focus on completing those housing activities that were delayed during the prior two years and leverage its CDBG resources with those provided through the State Housing Initiatives Program (SHIP) to address the first-year priority housing needs reflected in the statistical analysis contained in the Plan. This will include $115,965 from Program Year 2022 and $1,229,651 in SHIP funds from PY's 2021 and 2022.

AP-60 Public Housing – 91.220(h)

Introduction

The City of Boynton Beach does not own or operate a Public Housing Authority or Public Housing Agency within its jurisdiction. However, the Palm Beach County Housing Authority (PBCHA) does own forty-three single-family units in Boynton Beach. Palm Beach County residents are provided with affordable housing options that are free of housing discrimination and architectural barriers according to the PBCHA. Also, the Delray Beach Housing Authority provides Section 8 vouchers to residents in Boynton Beach.

Actions planned during the next year to address the needs for public housing

N/A

Actions to encourage public housing residents to become more involved in the management and participate in homeownership

Outreach efforts are coordinated between the City of Boynton Beach, Palm Beach County and Delray Beach Housing Authorities with regard to informing Section 8 and/or public housing residents of new homebuyer opportunities. This includes notices of all homeownership seminars and workshops being sponsored by the city or its non-profit affordable housing partners.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

According to the Palm Beach County and Delray Beach Housing Authorities' most recent Annual Plans for FY2021, neither agency is designated as a troubled HA.

Discussion

See above.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The Homeless and Housing Alliance (HHA) of Palm Beach County (formerly the Continuum of Care) is intended to deliver a comprehensive and coordinated continuum of services for homeless individuals and families. The City of Boynton Beach is under the umbrella of the HHA of Palm Beach County. The system's fundamental components include homeless prevention, outreach and assessment, emergency shelter, transitional housing, supportive services, permanent housing, and permanent supportive housing. The HHA includes community-based membership with representatives from government, business, formerly homeless individuals, law enforcement, banking, housing service providers, faith groups, education, veterans, health care, and concerned individuals. Palm Beach County Division of Human Services (the Division) continues its role as the lead entity for the HHA which began in January 2006.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

As reported in the Palm Beach County Annual Action Plan, the Service Prioritization Decision Assistance Tool (SPDAT) is the assessment tool used during outreach activities. The tool prioritizes whom to serve and identifies what supportive services should be provided.

- Palm Beach County's Homeless Outreach Team (HOT), which leads the County's homeless outreach program, utilizes the SPDAT to conduct initial assessments in the field. Individual SPDAT scores are used to determine what programs and services are the most needed by the homeless individual. The HOT Team travels throughout the County to various location where the homeless are known to congregate in order to conduct on-site screenings.
- The Homeless Coalition of Palm Beach County conducts Homeless Connect events throughout the County. These events allow the homeless population to receive haircuts, toiletries, clothing, and other related items.
- The Senator Phillip D. Lewis Center is the point of access for the homeless population to obtain housing and/or services in Palm Beach County. Homeless individuals and families are referred to the Lewis Center from the County's Homeless Outreach Team, as well as law enforcement.

Addressing the emergency shelter and transitional housing needs of homeless persons

Palm Beach County's HHA continues to prioritize the emergency shelter component for the County's ESG program. Palm Beach County provides ESG funding to support a transitional housing facility for single homeless men and two emergency shelters for victims of domestic abuse.

Palm Beach County operates a temporary emergency homeless shelter, the Lewis Center Annex. This shelter provides beds, showers, meals, medical services, and other supportive services for up to 125 chronically homeless persons.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to

permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Palm Beach County assists homeless individuals and families to transition into permanent supportive and independent housing. The following actions will be undertaken by the County and its partners to help the homeless population transition into a permanent form of housing:

- Palm Beach County will continue to utilize Continuum of Care (CoC) and ESG funding to support three (3) Rapid Rehousing programs. These programs will provide financial assistance to homeless individuals/families to regain stability in permanent housing. The financial assistance will include security deposits, rental assistance, utility deposits, and utility assistance. These households will also continue to receive case management and other supportive services.
- HHA has established as a goal for the Continuum to give funding priority to permanent supportive housing programs that dedicate 100% of their beds for the chronically homeless.
- State Housing Initiative Partnership (SHIP) funds will be used by the County to operate a Housing Reentry Assistance (REAP) Program. This homeless prevention program will provide rental security and utility deposits to eligible households whose income is up to 50% AMI.
- The County's CoC funding will continue to support permanent supportive housing programs that dedicate 100% of their beds for the chronic homeless population. These programs provide 64 housing and support services to individuals as well to families.
- The County will continue the SMART (Support, Marketing, Assistance, Rental, Tenant) campaign which recruits potential landlords to a database to match them with homeless individuals and families who need housing. Persons housed under this program are provided with deposits and monthly rental assistance which vary in length and dollar amounts based on the client's needs. Each household is assigned a case manager who in turn becomes the landlord's point of contact.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Palm Beach County uses local, state, and federal funding to support Homeless Prevention activities that are designed to assist low-income persons and families that find themselves threatened with homelessness:

- Palm Beach County provides financial assistance in the form of emergency rent and/or utility payments to households in order to prevent the household from becoming homeless. Homeless prevention funds target those individuals and families who would become homeless without the

assistance.

- Palm Beach County participates in the Reentry Task Force whose mission is to implement comprehensive re-entry services to ex-offenders from the time of their entry into the prison system through their transition, reintegration, and aftercare in the community. These services will include, among others, case management and housing assistance. The Reentry Task Force partners include Palm Beach County, Criminal Justice Commission and Gulfstream Goodwill Industries.
- Palm Beach County makes funding available to agencies that provide housing and support services to youth who have been discharged from the state's foster care program and provides CoC funding to support the "Connecting Youth to Opportunities" program that provides rapid re-housing and support services to unaccompanied youth ages 18 to 24 who have aged out of the foster care system.
- The Lewis Center coordinates with area hospitals and mental health facilities to permit discharged patients to receive referrals to the Lewis Center. The referrals will allow for the discharged persons to access the County's homeless services.
- The County's Division of Human and Veterans Services has oversight of HUD's Youth Homeless Demonstration Program (YHDP). The County awarded 3 nonprofit agencies funding under this program to provide eligible activities that serve youth experiencing homeless, including unaccompanied and pregnant or parenting youth, where no member of the household is older than 24 years of age.

Discussion

The Homeless and Housing Alliance (HHA) of Palm Beach County, with the support of the members of the CoC within the County, strategically support the needs of persons experiencing homelessness and persons with special needs. The jurisdiction will continue to support the most vulnerable, at-risk community members through housing and supportive services.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City of Boynton Beach last amended its Housing Element in 2008. The overarching goal of the Housing element is "To provide decent, safe, and sanitary housing in suitable neighborhood environments at a range of costs and variety of types necessary to meet the needs of present and future residents of the City". This goal is very broad and falls within the norms for almost all municipalities. Additional goals which more specifically prioritize affordable housing should be developed to increase its success.

The City's Zoning Code defines a family as "One (1) or more persons occupying a single dwelling unit and using common cooking facilities. Families who provide care in their own home as duly state licensed foster family homes, in which dependent children have been duly placed by the State of Florida, and which include not more than five (5) children (both natural and foster) in the household, are expressly included within this term." This definition is in line with the definition provided by HUD. In addition, the housing policy established by the Future Land Use Element of the Comprehensive Plan states that the City "shall provide a mix of available residential densities to accommodate a variety of housing types sufficient to meet the needs of the present and projected population of the City, including the provision of adequate sites for housing very low-, low- and moderate-income households and for mobile and manufactured homes." While the definition of "family" and the Future Land Use element are adequate, there are still existing barriers to the development maintenance, and improvement of affordable housing. The most significant barriers for developing affordable housing include the following:

- **The lack of adequate public policies that support the creation of affordable housing. -** The Housing Element of the City's Comprehensive Plan establishes goals, objectives and policies aimed at providing adequate housing for the City's residents. However, the Housing Element of the City's Comprehensive Plan has not been updated since 2008. The goals, objectives and policies of the Housing element should be updated to reflect the current conditions of the City.
- **Business Tax Receipt:** A business tax receipt is required for long term rental of a property. The City should ensure that the inspections required to obtain a Business Receipt cover an evaluation of the property that ensures the accommodations are safe to be inhabited. Roof Truss tests should be required as part of the inspection process for manufactured home long term rentals. This will ensure that the property conforms to HUD regulations for manufactured homes.
- **Lack of resources for affordable housing and infrastructure in support of affordable especially renter housing:** As grant sources, both Federal and State, are declining, resources for developing affordable housing are limited. Limited funding resources and the cost of retrofitting existing houses are barriers to the availability and accessibility of housing for persons with disabilities. The majority of the City's CDBG is not spent on affordable housing initiatives.
- **Limited Housing Options:** The Housing Element mentions housing options in supportive housing but does not talk specifically about type of houses such as accessory dwelling units that can accommodate new housing units in existing neighborhoods, provide housing options for lower income persons, and allow for efficient use of the city's existing housing stock and infrastructure. Other options include land acquisition, development subsidies, expanded down payment assistance and home repair programs designed to assist elderly homeowners.

- **Impact Fees:** Impact fees also pose a barrier to affordable housing. Currently, the impact fees for residential units 800 square feet in size or smaller are $2,699.22. Coupled with today's construction costs, impact fees can disincentivize affordable housing projects.

- **Zoning Regulations**: Regulations and land use controls may also create unintended effects of reducing the availability of affordable housing as they may significantly impact the location and type of housing and business investments and may increase the cost of development. The development review and code compliance processes also tend to fall within the regulatory processes. Code compliance is essential to eliminate slum and blight but if not combined with adequate community engagement, it may become disastrous as residents may not comply and seek legal remedy. The City's Code Compliance Department should ensure that it is dedicated to enforcement as well as adequate community engagement.

- **Group Homes:** Group homes are allowed per the City's zoning Code. There is no distance requirement established between each group home establishment. However, a conditional use approval is required for group homes to be permitted in several zoning districts within the City. The additional approval requirement creates a barrier to affordable housing for residents requiring this type of housing.

- **Accessory Dwelling Units:** Accessory Dwelling Units are allowed per the zoning code. However, they are only allowed as an accessory use to any lawful non-residential principal use within a non-residential building. In addition, the living area requirement is seven hundred fifty (750) square feet and limited to occupancy by the property owner or business operator. Accessory Dwelling Units should be allowed as an accessory to lawful residential principal uses.

The City of Boynton Beach conducted an update of its last Analysis of Impediments to Fair Housing Choice (AI) in 2010. The City is currently in the process of updating its last analysis.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Housing Element of the Comprehensive Plan: The City of Boynton Beach last amended its Housing Element in 2008. The overarching goal of the Housing element is "To provide decent, safe, and sanitary housing in suitable neighborhood environments at a range of costs and variety of types necessary to meet the needs of present and future residents of the City". This goal is very broad and falls within the norms for almost all municipalities. Additional goals which more specifically prioritize affordable housing should be developed to increase its success. The housing related goals of Comprehensive Plan conform to the City's Development Code since the development standards include regulations that permit various housing types and zoning waivers.

Discussion:

A summary of the recommendations to address impediments to fair housing choice is provided below and these actions are intended to remove and/or ameliorate the barriers to affordable housing.

Resources: The Boynton Beach CRA (CRA) was established as a tool for redevelopment within the City. A part of the Boynton Beach CRA's mission is to support affordable housing. Among its goals, the CRA aims to protect and enhance existing single-family neighborhoods and encourage the preservation of existing affordable housing and the development of new affordable housing through the provision of technical assistance, incentives, and land. The CRA has allocated $2,410,825 in affordable housing through its general fund and tax increment financing.

Outside of CRA funding, vacant lots have also been provided for the development of affordable housing through Habitat for Humanity. A total of $579,825 in additional CDBG funds has been allocated during the FY2022-2026 Consolidated Plan period towards affordable housing activities.

Regulatory Barriers: The City of Boynton Beach has developed partnerships with community-based organizations, banks, and realtors to increase and improve the supply and quality of affordable housing in the City through education and preservation of existing housing stock. The Housing Division, Zoning and Planning units will work closely together to identify any regulatory barriers to affordable housing and revise or eliminate such regulations when possible.

Discrimination on the Basis of Protected Class in Violation of Federal, State, and Local Fair Housing Laws **–Recommendations:** Provide comprehensive fair housing enforcement services; provide fair housing education and training to housing providers, residents, City staff, and Community Based Organizations for fair housing education and referrals; implement a broadcast and print media campaign in various languages; provide financial support for fair housing enforcement (including testing); review and revise, if needed, zoning policies for congregate facilities; and develop a fair housing referral process.

Shortage of Affordable/Accessible Housing **– Recommendations:** Provide information and technical assistance on all housing programs; increase the amount of accessible housing through design and construction training for greater accessibility; the use of universal design; and require City-funded housing to follow Fair Housing Design & Construction.

Lack of Knowledge of Fair Housing Protections and Redress under Fair Housing Laws – **Recommendations:** Conduct fair housing broadcast and print media campaign; use the City's website for Fair Housing information with links; and appoint a media liaison to discuss racial/ethnic issues.

Fair and Equal Lending Disparities – **Recommendations**: Implement a publicity campaign promoting Fair Lending and educational materials in English, Spanish, and Creole and require and monitor annual reports

from all area lenders by race/ethnicity.

***Strongly Segregated Housing Market*- Recommendations:** Provide technical assistance training in Affirmative Marketing for City funded housing projects, staff, and entities; provide culturally competent fair housing education for persons with Limited English Proficiency; and the City's own advertising reflects and appeals to diverse communities.

***No County-wide Cooperative Effort to Affirmatively Further Fair Housing*- Recommendations:** Encourage and support regional fair housing efforts; fair housing month activities; and federal Fair Housing, Performance Standards and CDBG Grant Review.

AP-85 Other Actions – 91.220(k)

Introduction:

The following is a list of actions the City of Boynton Beach plans to implement over the new one-year period to achieve success in addressing the housing and community development needs of low-to moderate income residents and families.

Actions planned to address obstacles to meeting underserved needs

The Community Improvement Division will continue to work with other city Departments, Palm Beach County, as well as other public and private organizations to expand services and leverage Federal, state, and local funds to address the obstacles to meeting the underserved needs of the community. Obstacles that arise over the next one-year will be addressed in the following ways: 1) determine the level of urgency and propose a solution with available resources and/or 2) re-prioritize future funding based on the level of urgency and available resources.

Actions planned to foster and maintain affordable housing

Boynton Beach will continue efforts of fostering and maintaining existing and new affordable housing by working with our housing partners and potential new developers to expand and increase affordable housing opportunities. Combined with State (SHIP) funding, the city anticipates having over $1 million to allocate towards housing during the next one-year period.

Actions planned to reduce lead-based paint hazards

Overall, the goal of the City of Boynton Beach is to eliminate lead-based paint hazards and prevent childhood poisoning in our community. This can only be achieved through partnering with our public and private sectors. The City will follow all procedures specified in the applicable program regulations for activities receiving these funds. The city will also provide all contractors/sub-recipient agencies the required notifications to owners and occupants and inspect for defective paint surfaces in pre-1978 properties assisted. Any defective paint conditions found will be included in the project scope of work and treatment provided to the defective areas. All paint inspections, risk assessments and clearance testing of suspect properties will be performed by licensed testing professionals. As a policy, the city provides the HUD required informational pamphlets to homeowners and contractors to ensure that both the lead safe work and the EPS's Renovation Repair, and Painting Rule (RRP) practices are being used for all Federally funded housing activities.

Actions planned to reduce the number of poverty-level families

As stated in prior sections, the city will work to increase the number of higher paying jobs that may in-turn reduce the number of poverty-level families and strive to expand new economic opportunities to build a more equitable business climate in Boynton Beach. Through its partnering agencies and non-profits organizations, efforts will continue to support educational opportunities, promote programs that prepare the workforce for new, or career changing paths to financial independence and seek new

businesses that will retain young local talented residents.

Actions planned to develop institutional structure

Boynton Beach will continue to work in partnership with local non-profit service providers and government agencies to deliver services to those in need. On-going efforts to review and assess the strengths and gaps in the current institutional structure will take place over the next one-year period and beyond. Adjustments, as necessary, will be made to improve results of the existing structure to produce better outcomes.

Actions planned to enhance coordination between public and private housing and social service agencies

The city undertakes a consultation process each year and invites comments/feedback from stakeholders within the housing and service delivery environs. Next steps will include developing a methodology to measure and collect data sufficient to assess the effectiveness of meeting client needs.

Discussion:

Affordable housing development requires multiple funding sources including the City's local funds, State dollars, federal funding, and available redevelopment property amassed by the City. To keep pace with the increasing demand for affordable housing and to balance development to ensure locational choice, continued federal and state funding is needed. The city received $547,207 in CDBG funding in Fiscal Year 2022. This allocation does not allow for a significant number of housing projects to occur due to the current spike in construction costs as a result of the COVID-19 pandemic.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l) (1,2,4)

Introduction:

The following is a description of the plans and actions that the City of Boynton Beach will implement during the 2022-2023 Program Year for each federal program shown below to remain in compliance with the program specific requirements of HUD Community Planning and Development programs.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed.	$0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	$0
3. The amount of surplus funds from urban renewal settlements.	$0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	$0
5. The amount of income from float-funded activities	$0
Total Program Income:	$0

Other CDBG Requirements

1. The amount of urgent need activities.	$0

2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit – A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. **ONE YEAR - 100%**

Appendix A
Public Notices

RESOLUTION NO. R24-304

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY WITH THE TRUSTEES OF FIRST PRESBYTERIAN CHURCH OF BOYNTON BEACH, FLORIDA, INC. FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 235 SW 6TH AVENUE, BOYNTON BEACH, FLORIDA 33435; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City desires to purchase property located at 235 SW 6th Avenue, Boynton Beach, Florida 33435, from the Trustees of First Presbyterian Church of Boynton Beach, Florida, Inc. in an amount of Three Hundred and 00/100 Dollars ($300,000) to construct a new Park near the Forest Park Community; and

WHEREAS, the purchase of land is contingent on an appraisal and a clear title; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve an Agreement for the Purchase and Sale of Real Property with the Trustees of First Presbyterian Church of Boynton Beach, Florida, Inc. for the Purchase of Real Property located at 235 SW 6th Avenue, Boynton Beach, Florida 33435.

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, does hereby approve the purchase of real property located 235 SW 6th Avenue, Boynton Beach, Florida 33435, from the Trustees of First Presbyterian Church of Boynton Beach, Florida, Inc., in an amount of Three Hundred and 00/100 Dollars ($300,000).

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Agreement for Purchase and Sale of Real Property between the Trustees of First Presbyterian Church of Boynton Beach, Florida, Inc., and the City (the "Agreement"), in form and substance similar to that attached as **"Exhibit A."**

SECTION 4. The City Commission of the City of Boynton Beach, Florida, hereby

authorizes the Mayor to execute the Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement and this Resolution.

SECTION 5. One fully executed original of the Agreement shall be retained by the City Clerk as a public record of the City. A copy of the fully executed Agreement shall be provided to Gail Mootz for further handling.

SECTION 6. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this 19th day of November 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice Mayor – Aimee Kelley	✓	
Commissioner – Angela Cruz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Thomas Turkin	✓	

VOTE 5-0

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

Ty Penserga
Mayor
11/21/2024

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
235 SW 6th Avenue, Boynton Beach, Florida 33435

Contract No. 24-0139

This Agreement for Purchase and Sale Of Real Property ("Agreement") is made by and between the **City of Boynton Beach, a Florida municipal corporation**, with an address of 100 East Ocean Avenue, Boynton Beach, FL 33435 ("Purchaser"), and **The Trustees of First Presbyterian Church of Boynton Beach, Florida, Inc.,** a not for profit corporation, whose mailing address is 235 SW 6th Ave, Boynton Beach, FL 33435 ("Seller"). The "Effective Date" of this Agreement shall be the date the last one of Seller or Purchaser signs the Agreement.

W I T N E S S E T H :

In consideration of the mutual promises and covenants herein contained and the sum of $10.00 and other good and valuable consideration paid by Purchaser to Seller, receipt of which is hereby acknowledged by Seller, it is mutually covenanted and agreed by the parties hereto as follows:

1. **Property.** Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, subject to the terms and conditions hereinafter set forth, a portion of that certain property located at 235 SW 6 Avenue, Boynton Beach, FL 33435, along with all improvements constructed thereon, as further described in **Exhibit A** (the "**Property**"). The Property shall include (i) Seller's rights in and to any and all licenses, permits, and all improvements constructed thereon and other governmental approvals pertaining to the Property and the use thereof; and (ii) any and all rights, entitlements and appurtenances to the Property, including, but not limited to, rights of ingress and egress, any and all air space rights and subsurface rights, mineral rights, riparian and littoral rights, together with all pertinent rights and interest pertaining to adjacent streets and roadways.

2. **Purchase Price and Terms of Payment**.

(a) The purchase price to be paid by the Purchaser for the Property shall be Three Hundred Thousand and 00/100 Dollars ($300,000) ("**Purchase Price**").

(b) The Purchase Price will be paid as follows:

i. Deposit. On or before the Effective Date of this Agreement, Purchaser shall deposit with the Escrow Agent (defined below) the sum of Ten Thousand Dollars ($10,000.00) ("Deposit"). The Deposit shall be held in escrow by the Escrow Agent in accordance with the terms and conditions of this Agreement. The Deposit shall be returned to or retained by Purchaser in the event (i) Purchaser delivers to Seller a notice of termination, pursuant to Section 3(d), (ii) Seller fails to close in accordance with the terms hereof, (iii) if any of the conditions to close set forth in Section 6 are not fully satisfied or waived by Purchaser, or (iv) Seller fails to cure any title objections in a timely manner as specified in Section 4 below. In all other events, the Deposit shall be disbursed in accordance with the terms and conditions set forth in this Agreement.

ii. Balance. The balance of the Purchase Price ($290,000.00), adjusted as provided in Section 7 below, shall be due and payable at Closing by

cashiers, official or certified check or wire transfer. There is no financing contingency to Purchaser's obligation to close.

3. **Property Data/Inspection Period/Termination/Delivery of Reports.**

(a.) Property Data. Seller expressly agrees to deliver to Purchaser, at Seller's sole cost and expense, prior to the close of business on the fifteenth (15th) day following the Effective Date, true and correct copies of all documents and records in Seller's possession or control, or available to Seller, as they relate to the title, the physical condition and the development, operation and occupancy of the Property, including without limitation, engineering and environmental studies, title reports and surveys ("Property Data"). If Purchaser does not purchase the Property as contemplated herein, Purchaser shall return the Property Data to Seller.

(b.) Property Disclosure. Seller does hereby represent that Seller has legal authority and capacity to convey the Property. Seller represents that Seller has no knowledge of facts materially affecting the value of the Property other than those which Purchaser can readily observe.

1. Energy Efficiency. In accordance with Florida Statute 553.996, notice is hereby given that the buyer of real property with a building for occupancy located thereon may have the building's energy-efficiency rating determined. Purchaser acknowledges receipt of the energy efficiency rating information brochure prepared by the State of Florida at the time of or prior to Purchaser signing this Agreement.

2. Radon Gas Disclosure. Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your county health unit.

3. Flood Zone. Purchaser is advised to verify with appropriate government agencies whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.

4. Other. Purchaser should exercise due diligence with respect to information regarding neighborhood crimes, sexual offenders/predators and any other matters Purchaser deems relevant to the purchase of the Property.

5. Mold Disclosure. Mold is naturally occurring. The presence of mold in a home or building may cause health problems and damage to the Property.
[ ] If marked see attached Mold Inspection Addendum.

6. Disclosure of Beneficial Interests. Seller represents that simultaneously with Seller's execution of this Agreement, Seller has executed and delivered to Purchaser, the Seller's Disclosure of Beneficial Interests attached hereto as **Exhibit B** (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Property as required by Section 286.23, Florida Statutes. Seller warrants that in the event there are any changes prior to Closing to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Property after the date of execution of the Disclosure, Seller shall immediately, and in every instance, provide written notification of such change to the Purchaser in the manner required by Section 14 of this Agreement. Seller warrants that at Closing, Seller shall provide Purchaser with a Disclosure that accurately discloses the beneficial interests in the ownership of the Property at the time of Closing regardless of whether or not the

information contained therein has changed from the date of execution of the original Disclosure. The provisions of this Paragraph 6 shall survive the Closing or the earlier termination of this Agreement.

(c.) Inspection Period Contingency. Purchaser shall have a period of Thirty (30) days after the Effective Date (the "Inspection Period") to make its examination and inspection of the Property and the Property Data, including taking such soil and engineering tests, studies and samples and to otherwise inspect the Property to determine, in Purchaser's sole and absolute discretion, whether the Property is suitable for Purchaser's purposes. If Purchaser does not elect to terminate this Agreement as provided in Section 3(d) below, Purchaser shall also have the continuing right to enter upon the Property at any time after the Inspection Period for the purpose of performing surveying, engineering, environmental tests and studies, test borings and such other similar investigatory work as Purchaser shall consider appropriate and to conduct any tests necessary to satisfy Purchaser as to the suitability of the Property for Purchaser's purposes. The cost of Purchaser's due diligence investigation as provided herein shall be borne solely by Purchaser. In exercising its rights under this Paragraph, the Purchaser shall have the duty to restore the Property to its condition existing prior to the exercise of Purchaser's rights hereunder and any damage caused thereby.

1. Wood-Destroying Organisms. "Wood-Destroying Organisms (WDO)" means arthropod or plant life which may damage a structure. Within forty-five (45) after the Effective Date of this Agreement Purchaser, at Purchaser's expense, may have the Property inspected by a Florida certified pest control firm and notify Seller as to whether there is any visible active wood-destroying organism infestation or visible existing damage to the improvements from wood-destroying organisms by furnishing a copy of such firm's written report to Seller. Seller will, within ten (10) days after receiving such firm's written WDO report have repairs made in a workman like manner by an appropriately licensed person. Seller will pay costs of treatment and repair by appropriately licensed persons of all wood destroying organism report damage up to one percent (1.0%) of the purchase price. However, if such costs exceed the amount agreed to be paid by Seller, Seller must notify Purchaser in writing within ten (10) days after receiving a copy of the WDO report stating whether or not Seller will pay the excess costs for treatment or repairs. If Seller declines to pay the excess costs, Purchaser will have the option of (a) terminating this Agreement or (b) proceeding with this transaction, in which event Seller will bear costs equal to one percent (1.0%) of the purchase price. Seller is not obligated to treat the Property if there is evidence of previous infestation but no visible live infestation and Seller provides written proof to Purchaser of previous treatment of the Property for such infestation by a Florida certified pest control firm or transfers a current bond or service agreement for such infestation to Purchaser at closing. Purchaser will pay for any reinspection fees unless prohibited by law or regulation.

2. Possession. Seller represents that there are no parties in possession. Purchaser will be given possession at closing free and clear of all occupants and personal Property.

3. Personal Property: Included in the purchase price is all fixed equipment such as, but not limited to, attached lighting fixtures, fence, plants, and shrubbery, all as now installed on the Property, and these additional items: Non
_____
_____
_____
_____
_____.

(d) Termination. If, prior to 5:00 p.m. on the date of expiration of the Inspection Period, Purchaser is not satisfied with respect to the Property for any reason, in its sole and absolute discretion, and notifies Seller in writing (via e-mail, facsimile or otherwise) ("Notice of Termination"), then this Agreement shall be terminated whereupon the parties shall have no further liability or obligation hereunder.

(e) "AS IS". Purchaser acknowledges and agrees that, to the extent permitted by law, the Sale of the Property as provided for herein is made on an "AS IS" condition and basis with all faults as to the condition of the improvements on the property. Purchaser agrees that, except for Seller's representations and warranties set forth in this Agreement, Purchaser is relying solely upon Purchaser's own investigation of the Property.

4. **Title, Survey, Environmental Reports**.

(a.) Title Commitment. Within ten (10) days of the Effective Date, Purchaser, at Purchaser's expense, shall obtain a Title Insurance Commitment, from a Florida-licensed firm, undertaking to insure title to the Property, accompanied by one copy of all documents affecting the Property, and which shall set forth any exceptions to the Title Commitment. At least five (5) days prior to the Closing, Purchaser shall obtain an updated Commitment to the original Title Commitment for the Property which shall show no new matter not disclosed in the initial Title Commitment as approved by Purchaser. Purchaser shall give Seller written notice (the "**Title Notice**") prior to the expiration of the Inspection Period if Purchaser objects to any of the title exceptions. In the event Purchaser objects to any title exception(s), Purchaser shall state in the Title Notice which exception(s) set forth on the Title Commitment (or updated Commitment) are unacceptable and Seller shall use its best efforts to eliminate those exceptions; provided, however, that at the Closing all mortgages and any other liens that may be satisfied by the payment of money shall be satisfied of record by Seller. All title exceptions not timely objected to by Purchaser shall be deemed "**Permitted Exceptions**." Seller shall furnish good and marketable title to the Property, subject only to the Permitted Exceptions. Upon receipt of the Title Notice, Seller shall attempt to eliminate or modify all unacceptable matters to the satisfaction of Purchaser. Purchaser may, at any time, waive in writing its objection to title and accept title to the Property subject to the exceptions objected to by Purchaser. In the event Purchaser does not waive its objections (as set forth in the Title Notice) and if Seller is unable to remove the matters within thirty (30) days after receipt of the Title Notice, Purchaser may, at its option (i) accept title subject to the objections raised by Purchaser, in which event said objection(s) shall be deemed waived for all purposes, or (ii) rescind this Agreement, whereupon this Agreement shall terminate and the Deposit shall be retained by or returned to Purchaser. Purchaser shall elect one of the two options specified in the preceding sentence within five (5) business days after Purchaser receives notice from Seller that Seller is unable to remove such other exceptions objected to by Purchaser. At Closing, Seller shall obtain, an ALTA Form Owners Policy of Title Insurance, with Florida modifications, based on the Title Commitment. Such policy shall be in the amount of the Purchase Price for the Property and shall insure Purchaser fee simple title to the Property being purchased, subject only to the Permitted Exceptions.

(b.) Survey. Within forty-five (45) days after the Effective Date, Purchaser, at its expense, may, as it deems appropriate, obtain an accurate boundary survey of the Property showing all recorded easements on the Property, calculating the area of the Property in acres and including the surveyor's description of the Property. If the Survey shows any defects or matters unacceptable to Purchaser, including without limitation, any matter which would prevent the elimination of the survey exception from the Title Commitment, the same shall be treated as a title defect as provided in Section 4(a) above.

(c.) Environmental Audits. During the Inspection Period, Purchaser may, at its sole cost and expense, as it deems appropriate, obtain environmental audits for the Property prepared in accordance with ASTM Standards by an environmental engineer approved by Purchaser (the "Audits"). Purchaser's approval of such Audits is a condition

to the Closing, as provided in Section 6 below. The Audits shall be certified to Purchaser. If the Audits shows the presence of any Hazardous Waste (as defined in Section 15(h) below), notice to that effect shall be given to Seller prior to expiration of the Inspection Period. Seller shall have a period of sixty (60) days after receipt of such notice to use its best efforts to cure any such Hazardous Waste contamination. If Seller elects not to remove the Hazardous Waste contamination from the Property or is unable to cure such Hazardous Waste contamination within such sixty (60) day period, then Seller shall notify Purchaser in writing no later than three (3) business days after such sixty (60) day period and Purchaser may, at its option (i) waive objection to such Hazardous Waste contamination and proceed with the Closing or (ii) terminate this Agreement within five (5) days from receipt of such notice, whereupon the Purchaser shall be entitled to retain the Deposit, this Agreement shall terminate and both parties shall be relieved of any and all further obligations hereunder. Purchaser shall elect one of the two (2) options specified in the preceding sentence within five (5) business days after Purchaser receives written notice from Seller that Seller is unable to cure such Hazardous Waste contamination. In the event Purchaser fails to timely make such election, Purchaser shall be deemed to have elected to terminate this Agreement.

(d.) Zoning and Restrictions. If there is notice of proposed zoning changes or deed or other restrictions that could prevent such use at the time of closing, Purchaser will have the right to terminate this Agreement. Seller warrants and represents that there is ingress and egress to and from the Property sufficient for its current use. Purchaser will have ten (10) days after the date of acceptance of this Agreement to verify the existing zoning and current proposed changes and deliver written notice of objections to Seller or be deemed to have waived objections.

5. **Closing**. Subject to the conditions precedent stated in Section 6 below, the Closing shall be held at the office of Purchaser within Thirty (30) days following the expiration of the Inspection Period ("Closing" or "Closing Date"). The actual date and time of Closing shall be at a time mutually agreeable to both parties. Sole possession of the Property shall be delivered to Purchaser at the Closing.

6. **Conditions to Close**.

(a.) Purchaser's Conditions to Close. Purchaser's obligation to close this transaction is subject to satisfaction (or waiver by Purchaser), of the following conditions precedent:

(i.) Seller's representations and warranties set forth herein shall be true and correct on and as of the Closing Date with the same effect as if such representations and warranties were made on and as of Closing.

(ii.) Purchaser shall have approved the Title Commitment (or updated Title Commitment) described in Section 4(a) above and Title Company shall be prepared to issue a title policy to Purchaser with respect to the Property being purchased in the form of the Title Commitment approved pursuant to Section 4(a) above. Such approval shall include:

(iii.) Purchaser shall have approved the Survey described in Section 4(b) above and the Audits as described in Section 4(c) above.

(iv.) Purchaser shall have received an acceptable appraisal for the Property.

(v.) The City Commission of the City of Boynton Beach shall have approved the acquisition of the Property.

(b.) Seller's Conditions to Close. Seller's obligation to close this transaction is subject to satisfaction (or waiver by Seller), of the following conditions precedent:

(i.) Purchaser's representations and warranties set forth herein shall be true and correct on and as of the Closing Date with the same effect as if such representations and warranties were made on and as of Closing.

7. **Closing Costs and Adjustments**. At the Closing, the following items shall be borne, adjusted, prorated or assumed by or between Seller and Purchaser, as follows:

(a.) Adjustments and Prorations.

(i.) Real Estate Taxes. On or before the Closing Date, Seller shall establish an escrow fund with the Palm Beach County Tax Collector pursuant to Florida Statutes, Section 196.295, and shall pay into said escrow, Seller's prorata portion of ad valorem and non-ad valorem real property taxes and assessments for the year of Closing and any prior years as determined by the Tax Collector. Seller's prorata share of all taxes and assessments shall include the day of Closing. The obligations set forth in this section shall survive the Closing.

(ii.) Special Assessments/Taxes. Seller shall pay all special assessments and taxes, interest and penalties levied against the Property prior to the Closing. Seller agrees to indemnify and hold Purchaser harmless from and against any and all liabilities, losses, charges, costs, expenses and damages incurred by Purchaser (including, but not limited to, attorneys' fees and court costs, including any appeal that may be filed) as a result of Seller's failure to pay any and all such special assessments and taxes, interest and penalties levied against the Property prior to the Closing. Seller's obligations under this section shall survive the Closing.

(b.) Closing Costs. At the Closing, all costs shall be payable as follows:

(i.) Seller shall pay for:

(1.) The cost of state documentary stamps which are required to be affixed to the Deed;

(2.) All fees and charges of Seller's attorneys, consultants, engineers, accountants, and other professionals and/or representatives;

(3.) The Owner's Title Insurance Commitment, updated Commitment and Policy and all related title searches and charges for the Property;

(4.) The cost of recording any corrective instruments that may be required in connection with perfecting the title established herein; and

(5.) All special taxes and assessments which became a lien on the Property prior to Closing.

(ii.) Purchaser shall pay for:

(1.) The balance of the Purchase Price in accordance with Section 2;

(2.) All fees and charges of Purchaser's attorneys, consultants, engineers, accountants, architects and other professionals and/or representatives;

(3.) The cost of recording the Deed;

(4.) The cost of the Survey; and

(5.) The cost of the Audits.

8. **Closing Documents**.

(a.) Seller's Documents at Closing. At the Closing, the Seller shall execute and deliver to Purchaser the following with respect to the Property:

(i.) Counterpart of Closing Statement;

(ii.) Statutory General Warranty Deed (the "Deed") for the Property;

(iii.) A Seller's affidavit in form and content as may be reasonably required by the Title Company to provide the "gap" coverage necessary to issue at Closing, an endorsement to the Title Commitment deleting the standard "gap" exception, the standard mechanic's lien exception and the standard parties in possession exception;

(iv.) Non-foreign affidavit evidencing that Purchaser shall not be liable for transfer liability under Section 1445 of the Internal Revenue Code, as amended;

(v.) Such corrective instruments as may be required to deliver good and marketable title, subject to the provisions of Section 4(a) hereof;

(vi.) Evidence that Seller is authorized to sell the Property;

(vii.) Bill of Sale for all personal property included in the conveyance;

(viii.) Any other documents reasonably necessary or advisable to consummate the transactions contemplated hereby.

(ix.) Seller's Disclosure of Beneficial Interests. A Seller's Disclosure of Beneficial Interests as required by Section 286.23, Florida Statutes, which accurately discloses the name and address of any person or entity having a 5% or greater beneficial interest in the ownership of the Property as of the date of Closing. The foregoing shall be in addition to any Disclosure or notice of change thereto previously provided to Purchaser, and in the same form as previously provided to Purchaser as set forth in **Exhibit B**.

(b.) Purchaser's Documents at Closing. At the Closing, Purchaser shall execute or cause to be executed by the appropriate persons and/or deliver to Seller the following:

(i.) Counterpart of Closing Statement;

(ii.) Any other documents necessary or advisable to consummate the transaction contemplated hereby; and

9. **Escrow Agent**.

(a) Designation of Agent. The Escrow Agent shall be:

Florida Direct Title
930 N. Congress Ave, Suite 220
Boynton Beach, FL 33436

Email: closings@fldirecttitle.com

(b) Escrow Obligations of Escrow Agent. Escrow Agent undertakes hereunder to perform only such duties as are expressly set forth herein and no implied duties or obligations will be inferred against escrow agent. The deposit will be held and disbursed by Escrow Agent as follows:

(i) Escrow Agent may (i) act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, (ii) assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and (iii) assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so.

(ii) Subject to the limitations of Purchaser's liability contained in Section 768.28, Florida Statutes, Seller and Purchaser shall jointly indemnify and hold harmless Escrow Agent from and against any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expenses, fees or charges of any character or nature whatsoever, which Escrow Agent may incur or with which it may be threatened solely by reason of its acting as Escrow Agent hereunder, except to the extent resulting from Escrow Agent's gross negligence, fraud, or intentional misconduct; and in connection therewith, to indemnify Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceedings or resisting any claim (including, without limitation, fees for services rendered by Escrow Agent's constituent attorneys and paralegals); provided, however, that if such expenses are incurred by Escrow Agent in connection with litigation between Seller and Purchaser, the responsibility for indemnifying Escrow Agent for such expenses will belong solely to the non-prevailing party. If Purchaser is required to indemnify Escrow Agent pursuant to this Agreement, the limitations on tort liability under section 768.28, Florida Statutes, shall be the applicable limitations for Purchaser's indemnification obligations under this Agreement, regardless of the nature or basis of the claim asserted.

(iii) Escrow Agent will not make any disbursement of the Deposit (except at closing) without giving written notice to the party which will not receive the disbursement at least five (5) business days in advance of the disbursement. The failure of the party not receiving the disbursement to object to the disbursement by written notice to the other party and to the escrow agent within three (3) business days after receipt of Escrow Agent's notice of disbursement will constitute binding acquiescence of such party to the disbursement. If there is any disagreement about the interpretation of this agreement, or about the rights and obligations, or the propriety, of any action contemplated by escrow agent hereunder, Escrow Agent may file an action in interpleader to resolve such disagreement. Escrow Agent will be indemnified (by Seller or Purchaser, whichever is the non-prevailing party) as set forth in

the foregoing subsection (b) in connection with such interpleader action, and will be fully protected in suspending all or a part of its activities under this agreement until a final judgment in the interpleader action is received.

(iv) Escrow Agent may consult with counsel of its own choice and will have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. Escrow Agent otherwise will not be liable for any mistakes of fact or error of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct or gross negligence.

(v) Escrow Agent may resign upon 15 days' written notice to Seller and Purchaser, and if a successor escrow agent is not appointed within such 15-day period, Escrow Agent may petition a court of competent jurisdiction to name a successor.

10. **Default**.

(a.) Seller's Default, Purchaser's Remedies. If any of Seller's representations and warranties contained herein shall not be materially true and correct, or if Seller shall have failed to perform in any material respect any of the covenants and agreements contained herein to be performed by Seller within the time for performance as specified herein (including Seller's obligation to consummate the transactions contemplated hereby), Purchaser as and for its sole and exclusive remedies, shall be entitled to either (i) elect to terminate this Agreement, in which event the Deposit will be promptly returned to Purchaser and this Agreement will be null and void and the parties hereto will have no further rights or obligations hereunder except with respect to the matters that expressly survive termination hereof, (ii) elect to waive any such conditions or defaults and consummate the transactions contemplated by this Agreement in the same manner as if there had been no conditions or defaults; or (iii) file an action for specific performance of this Agreement to compel the Seller to close this transaction in accordance with the terms hereof.

(b.) Purchaser's Default, Seller's Remedies. If any of Purchaser's representations and warranties contained herein shall not be materially true and correct, or if Purchaser shall fail to close in violation of this Agreement for reasons not caused by Seller, then Seller as and for its sole and exclusive remedy, shall be entitled to receive One Thousand Dollars ($1,000.00) as agreed upon liquidated damages for withholding the Property from the market and for expenses incurred and not as a penalty or forfeiture, actual damages being difficult or impossible to measure, whereupon the parties shall be relieved of any further obligation or liability hereunder. Seller and Purchaser understand that the remedy of liquidated damages is a proper and mutually acceptable negotiated remedy for the parties due to the fact that the damages suffered by Seller are not ascertainable at the time of execution of this Agreement and that such remedy takes into account the peculiar expenses and risks assumed by each party.

(c.) Limitation of Purchaser's Liability. Purchaser desires to enter into this Agreement only if in so doing Purchaser can place a limit on Purchaser's liability for any cause of action for money damages due to an alleged breach by Purchaser of this Agreement, so that its liability never exceeds the sum of $1,000. Seller hereby expresses its willingness to enter into this Agreement with this limitation on recovery for any damage action for breach of contract. Accordingly, Seller hereby agrees that Purchaser shall not be liable to Seller for damages in an amount in excess of $1,000 for any action for breach of contract arising out of the performance or nonperformance of any obligations imposed upon the Purchaser by this Agreement. Nothing contained in this subparagraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon Purchaser's liability as set forth in Section 768.28, Florida Statutes.

(d.) Except as otherwise expressly provided herein, neither party shall claim or be entitled to damages of any nature whatsoever.

11. Brokerage. Purchaser represents to Seller that Purchaser has not engaged any broker, finder or other agent in regard to this Agreement. Seller represents to Purchaser that Seller has not engaged any broker, finder or other agent in regard to this Agreement. Seller hereby indemnifies Purchaser and holds Purchaser harmless against all liability, loss, cost, damage and expense (including, but not limited to, attorneys' fees and court costs, including any appeal that may be filed) which Purchaser shall ever suffer or incur because of any claim by any broker, finder, or other agent, other than Broker, whether or not meritorious, for any fee, commission or other compensation with respect hereto resulting from the acts of Seller.

12. Condemnation. In the event of any condemnation or eminent domain proceedings for any public or quasi-public purposes at any time prior to the Closing, resulting in a taking of any material portion of the Property (prior to Closing thereon), Purchaser shall have the option to be exercised within ten (10) business days from being advised of such proceedings (i) to cancel this Agreement and the parties shall thereupon be relieved of any and all further responsibility hereunder and neither party shall have any further obligation or liability to the other; or (ii) to close the transaction contemplated by this Agreement, in which event the Purchase Price shall not be reduced, provided, however, that Seller shall assign any applicable condemnation or eminent domain award to Purchaser. The terms and provisions of this Section shall survive the Closing.

13. **Risk of Loss**.

(a.) In the event of damage or destruction of the Property or any portion thereof prior to the Closing in an amount not exceeding Ten Thousand Dollars ($10,000.00) (as reasonably determined by an independent party mutually acceptable to Purchaser and Seller), Purchaser and Seller shall consummate the sale of the Property pursuant to this Agreement, provided that, at Purchasers sole option, Seller shall (i) assign to Purchaser its right under any insurance policy covering such damage or destruction and the amount payable to Purchaser shall be credited against the Purchase Price, or (ii) Seller shall reduce the Purchase Price by an amount equal to the amount of the damage or destruction and retain all rights to any insurance proceeds.

(b.) In the event of damage or destruction of the Property or any portion thereof prior to the Closing in an amount in excess of Ten Thousand Dollars ($10,000.00) (as reasonably determined by an independent party mutually acceptable to Purchaser and Seller), Purchaser may elect either of the following:

(i.) to terminate this Agreement upon written notice to Seller with the same effect as if terminated under Section 3(d) above; or

(ii.) to consummate this Agreement, in which event Seller shall (a) assign to Purchaser its right under any insurance policy covering such damage or destruction and the amount payable to Purchaser shall be credited against the Purchase Price, or (b) Seller shall reduce the Purchase Price by an amount equal to the amount of the damage or destruction and retain all rights to any insurance proceeds.

14. **Notices**. Whenever any notice, demand, consent, delivery or request is required or permitted hereunder, it shall be in writing and shall be deemed to have been properly given or served (a) when delivered in fact to the proper party, or (b) when deposited in the United States mail, with adequate postage prepaid and sent by registered or certified mail with return receipt requested, or (c) delivered to Federal Express or other comparable overnight courier, or (d) sent by facsimile transmission or electronic mail with a copy mailed by U.S. first class mail, postage prepaid to the addresses set forth below or at such other addresses as are specified by written

notice so given in accordance herewith. All notices and requests required or authorized hereunder shall be delivered as aforesaid to the respective parties hereto as follows:

TO PURCHASER:	City of Boynton Beach 100 East Ocean Avenue Boynton Beach, FL 33435 Attention: Manager, Real Estate and Special Projects Email: mootzg@bbfl.us
WITH COPY TO:	City Attorney 100 East Ocean Avenue Boynton Beach, FL 33435 Email: CityAttorney@bbfl.us
TO SELLER:	_____ Presbytery of Tropical Florida Attn: Rev. Dr. Bultena Email: dbultena@tfpby.org
WITH COPY TO:	First Presbyterian Church of Boynton Beach, FL Email: _fpcboynton@aol.com

It is expressly understood and agreed to between the parties that counsel for the Purchaser and Seller are authorized to give notice on behalf of their respective clients.

15. **Seller's Representations and Warranties**. As inducement for Purchaser to enter into this Agreement, and in addition to the warranties contained in the Deed and other documents of conveyance, Seller hereby represents and warrants to Purchaser that the following statements are true and correct and Purchaser's obligation to close shall be conditioned on the same being true as of the Closing Date:

(a.) Litigation. To the best of Seller's knowledge, there are no known pending legal actions, suits, or administrative proceedings affecting the Property or any portion thereof, nor have any such proceedings been contemplated or threatened.

(b.) Duly Empowered. Seller has all requisite power and authority to execute, deliver and perform this Agreement and each of the documents executed and delivered by Seller. This Agreement is a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

(c.) Duly Authorized. The execution, delivery and performance of this Agreement by Seller has been duly and validly authorized by all necessary action on the part of Seller and all required consents and approvals have been duly obtained.

(d.) Consents. The execution by Seller of this Agreement and the consummation by Seller of the transaction contemplated hereunder will not violate or result in a breach of or constitute a default under any provision of any contract, lien, instrument, order, judgment, decree, ordinance, regulation or other restriction of any kind to which Seller or the Property is or may be bound or affected.

(e.) Property Data. To the best of Seller's knowledge, all Property Data delivered by Seller to Purchaser is accurate and complete in all material respects.

(f.) Notice of Violations. Seller has received notice of, and there is no violation of, any law, regulation, ordinance, order, restrictive covenant, or other requirement affecting the Property.

(g.) Unrecorded Encumbrances. Seller has no knowledge of any unrecorded easements, restrictions or encumbrances affecting all or any part of the Property.

(h.) Hazardous Waste. To the best of Seller's knowledge, there is not located in, on, upon, over or under the Property any chemical, material or substance, exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, is known to pose a hazard to the health and safety of any persons that now or may hereafter occupy the Property (hereinafter sometimes collectively called "**Hazardous Waste**"). Seller has received no notice or otherwise been informed that Hazardous Waste may exist on the Property or on adjoining or nearby property.

(i.) Ingress and Egress. There are rights of ingress and egress for vehicular and pedestrian traffic to and from the Property. To the extent the requisite ingress and egress passes through adjoining land, it must do so in accordance with valid public easements or valid private easements which constitute part of the Property and which will inure to the benefit of Purchaser and be conveyed to Purchaser at the Closing.

(j.) Bankruptcy. There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by Seller or pending against Seller or the Property.

(k.) Pending Contracts. There are no contracts or other obligations outstanding for the sale, lease, license, exchange or other transfer of the Property or any portion thereof.

(l.) Title to Property. Seller owns good and marketable fee simple title to the Property and has the right to convey title to the Property to Purchaser. As a condition to Closing, title to the Property will be free and clear of all restrictions, liens, encumbrances, easements and exceptions, UCC financing statements and security interests of every kind and character, except for the Permitted Exceptions.

(m.) Parties in Possession. There are no parties in possession of any portion of the Property as lessees, licensees, tenants at sufferance, trespassers or otherwise. No other person has any right, claim or interest in the Property or any portion thereof, arising out of adverse possession or prescriptive rights.

(n.) Proffers. Seller has not made any commitments to any governmental or quasi-governmental authority or agency, utility company, school board, church, or other religious body, or to any other organization, group or individual, relating to the Property, that would impose on the Purchaser the obligation to make any contributions of money, dedications of land, or grants of easements or rights of way, or to construct, install or maintain any improvements, public or private, on the Property.

Seller agrees to indemnify and hold the Purchaser harmless from any loss or damage suffered by the Purchaser on account of the untruth or incorrectness of any such representations and warranties. All of Seller's representations and warranties shall survive any inspection or investigation made by or on behalf of Purchaser and shall survive for one year after the Closing.

16. **Purchaser's Representations and Warranties**. Purchaser represents and warrants to Seller that the following statements are true and correct and Seller's obligation to close shall be conditioned on the same being true as of the Closing Date:

(a.) Duly Empowered. Purchaser has all requisite power and authority to execute, deliver and perform this Agreement and each of the documents executed and

delivered by Purchaser. This Agreement is a valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

(b.) Duly Authorized. The execution and delivery and performance of this Agreement by Purchaser has been duly and validly authorized by all necessary action on the part of Purchaser and all required consents and approvals have been obtained.

(c.) Consents. The execution by Purchaser of this Agreement and the consummation by Purchaser of the transactions contemplated hereunder will not violate or result in a breach of or constitute a default under any provision of any contract, lien, instrument, order, judgment, ordinance, regulation or other restriction of any kind to which Purchaser or the Property is or may be bound or affected.

17. **Further Assurances**. In addition to the foregoing, the parties hereto, at the time and from time to time at or after Closing, upon request of Purchaser or of the Seller, as the case may be, agree to do, execute, acknowledge and deliver all such further deeds, assignments, transfers, conveyances, authorizations, filings, consents and assurances, as may be reasonably required for: (a) the better assigning, transferring, granting, conveying, assuring and confirming unto the Purchaser all of the applicable Seller's right, title and interest in and to the Property to be conveyed hereunder; and (b) the effective consummation of any other transactions referred to in this Agreement.

18. **Inspector General and Public Records**. Seller represents that:

17.1 **Inspector General**. Seller 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 Agreement, and may demand and obtain records and testimony from the Seller and its agents. Seller understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Seller or its agents to fully cooperate with the Inspector General when requested may be deemed by the Purchaser to be a material breach of this Agreement justifying its termination and a return of any deposit made by Purchaser.

17.2 **Public Records**. Seller shall comply with Chapter 119, Florida Statutes, regarding public records. Seller shall keep and maintain all documents, records, correspondence, computer files, emails, and/or reports prepared in relation to this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the Purchaser. If the Purchaser does not possess the requested records, the Purchaser shall immediately notify the Seller of the request, and the Seller shall provide the records to the Purchaser or allow the records to be inspected or copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically must be provided to the Purchaser, upon request, in a format that is compatible with the information technology systems of the Purchaser. Upon completion of the Agreement, Seller shall transfer, at no cost, to the Purchaser all public records in possession of Seller or Seller shall keep and maintain all public records. If Seller keeps and maintains public records after closing, the Seller shall meet all applicable requirements for retaining public records. If Seller transfers all public records to the Purchaser upon completion of the Agreement, the Seller shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Seller shall ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records disclosure requirements may include plans, drawings and records related to the physical security of Purchaser buildings or security systems and shall not be disclosed by Seller, except as authorized by law and specifically authorized by Purchaser. If Seller does not transfer the records to the Purchaser after closing, Seller shall ensure that exempt and confidential records are not disclosed. If Seller transfers all public records to the Purchaser after closing, the Seller shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Failure of the Seller to provide public records to the Purchaser within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Florida Statutes, and may be cause for termination of the

Agreement by the Purchaser and a return of the deposit in addition to any other remedies available under the Agreement or by law.

IF THE SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SELLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PURCHASER CLERK, WHO IS THE PURCHASER'S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the City Clerk
City of Boynton Beach
100 East Ocean Avenue
Boynton Beach, FL 33435
561-742-6061
CityClerk@bbfl.us

19. **Sovereign Immunity**. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by Purchaser nor shall anything included herein be construed as consent by Purchaser to be sued by third parties in any matter arising out of this Agreement.

20. **Captions and Headings**. Captions and Article headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement nor the intent of any provision hereof.

21. **No Waiver**. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it related and shall not be deemed to be a continuing or future waiver.

22. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

23. **Assignment**. This Agreement may not be assigned by either party without the prior written consent of the other party, which may be granted or withheld at such other party's sole and absolute discretion. Any attempted assignment, mortgage, pledge, encumbrance or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of this Agreement. This provision shall be construed to include a prohibition against any assignment, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

24. **Binding Effect**. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

25. **Governing Law**. This Agreement shall be construed and interpreted according to the laws of the State of Florida.

26. **Gender**. All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

27. **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, it being recognized that Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement. Wherever used in this Agreement, "any" means "any and all"; and "including" each are without limitation; "indemnify" that the indemnitor will defend,

indemnify and hold the indemnitee harmless against any claims, demands, losses or liabilities asserted against or incurred by the indemnitee to any third party because of the subject matter of the indemnity; "may not" and other negative forms of the verb "may" each are prohibitory; and "will", "must" and "should" each are mandatory. Unless this Agreement expressly or necessarily requires otherwise (i) any time period measured in "days" means consecutive calendar days, except that the expiration of any time period measured in days that expires on a Saturday, Sunday or legal holiday automatically will be extended to the next day so that it is not a Saturday, Sunday or legal holiday; (ii) any action is at the sole expense of the party required to take it; (iii) the scope of the indemnity includes any costs and expenses, including reasonable attorneys' fees through all levels of proceedings incurred in defending any indemnified claim, or in enforcing the indemnity, or both.

28. **Entire Agreement**. This Agreement and the exhibits attached hereto contain the entire agreement between the parties. There are no promises, agreements, conditions, undertaking, warranties or representations, oral or written, express or implied between the parties other than as herein set forth. No amendment or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement or any other agreement referred to herein shall be valid unless in writing and signed by the party against whom enforcement is sought.

29. **Time of the Essence**. Time is of the essence in respect to this Agreement.

30. **Venue**. Purchaser and Seller agree that the venue for any legal matters arising out of or in connection with this Agreement shall exclusively in the courts of Palm Beach County, Florida.

31. **Attorneys' Fees**. In connection with any litigation including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys' fees and costs incurred in enforcing its rights and remedies hereunder, including costs of collection prior to instigating litigation.

32. **Waiver of Jury Trial**. Purchaser and Seller waive the right to a trial by jury in any action or proceeding based upon, or related to, the subject matter of this agreement. This waiver is knowingly, intentionally, and voluntarily made by each party and each party expressly acknowledges that neither the other party nor any person acting on behalf of the other party has made any representations of fact to include this waiver of trial by jury or in any way to modify or nullify its effect. Each party acknowledges to the other that it has read and understands the meaning and effect of this waiver provision.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date set forth below.

ATTEST:

By: _____
City Clerk

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

PURCHASER:

CITY OF BOYNTON BEACH

By: _____ 4/24/2024
Ty Penserga

Dated: 4/24/2024

City Attorney's Office
Approved for form and legality

By: Shawna D. Lamb

WITNESSES:

By: _____

Print Name: Geoffrey McCaw

By: _____

Print Name: Deborah Sadinvalla

SELLER:
FIRST PRESBYTERIAN CHURCH OF BOYNTON BEACH, FLORIDA, INC.

By: _____

Print Name: DARIS BUKIENA

Title: General Presbyter & Stated Clerk

Dated: September 4, 2024

Escrow Agent hereby agrees to hold and disburse the Deposit in accordance with and subject to the provisions of the foregoing Agreement for Sale and Purchase of Real Property.

ESCROW AGENT

By: _____

Name: Stephanie Ayoy

Title: Managing Attorney

Date: 11/13/24

EXHIBIT A
LEGAL DESCRIPTION

A portion of that certain real property located at 235 SW 6th Avenue, Boynton Beach, Florida 33435, consisting of approximately .5895 acres of unimproved vacant land.

Parcel Control Number: A portion of 08-43-45-28-27-000-0044

Subject portion of the property outlined in bold red below:



*Legal description to be used in deed to be determined by survey prior to closing.

EXHIBIT B

SELLER'S DISCLOSURE OF BENEFICIAL INTERESTS
(REQUIRED BY SECTION 286.23, FLORIDA STATUTES)

TO: **MAYOR, CITY OF BOYNTON BEACH**

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, DARIS BULTENA, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the GENERAL PRESBYTER AND STATED CLERK (position - i.e. president, partner, trustee) of First Presbyterian Church of Boynton Beach, Florida, Inc., (the "Owner") which entity is the owner of the real property located at 235 SW 6th Street, Boynton Beach, FL, legally described in the Purchase and Sale Agreement associated herewith. (the "Property").

2. Affiant's address is 405 SE 15th AVENUE, FORT LAUDERDALE FL 33301.

3. Attached hereto as **Schedule "A"** is a complete listing of the names and addresses of every person or entity having a five Percent (5%) or greater beneficial interest in the Owner and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23 and will be relied upon by the **City of Boynton Beach** in its purchase of the Property.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

DARIS BULTENA, Affiant
(Print Affiant Name)

On this 4th day of SEPTEMBER, 2024, the foregoing instrument was sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization , by ☐ _____, as GENERAL PRESBYTER AND STATED CLERK, for First Presbyterian Church of Boynton Beach, Florida, Inc.

☑ Personally Known OR
☐ Produced Identification – Type of Identification Produced

_____

[SEAL]

SANDRA L. FIGUEREDO
Notary Public - State of Florida
Commission # HH 367158
My Comm. Expires Feb 27, 2027
Bonded through National Notary Assn.

_____
Notary Public Signature

Print Name: SANDRA FIGUEREDO

Commission number: HH 367158

SCHEDULE A TO BENEFICIAL INTERESTS IN PROPERTY

Name **Address** **Percentage of Interest**

Seller is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Seller must identify individual owners. If, by way of example, Seller is wholly or partially owned by another entity, such as a corporation, Seller must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

No beneficial interest holders. —

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/ 4/2025

Commission Meeting Minutes.

Requested Action: Approve minutes from the January 7, 2025 City Commission Meeting.

Explanation of Request: The City Commission met on January 7, 2025, 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.

Account Line Item and Description: N/A

Fiscal Impact: There is no fiscal impact to the budget from this item.

Attachments:
City Commission Minutes- January 7, 2025.docx

Summary of Actions of the City Commission Meeting
Held Online Via the GoToWebinar Platform and
In-Person at the City Hall Commission Chambers
100 East Ocean Avenue, Boynton Beach, Florida
On Tuesday, January 7, 2025, at 6:00 P.M.

Present:

Mayor Ty Penserga
Vice Mayor Aimee Kelley
Commissioner Angela Cruz
Commissioner Woodrow L. Hay
Commissioner Thomas Turkin

Daniel Dugger, City Manager
Shawna Lamb, City Attorney
Maylee De Jesús, City Clerk

1. Agenda Items

A. Call to Order –Mayor Ty Penserga

Mayor Penserga called the meeting to order at 6:03 P.M.

Roll Call

City Clerk Maylee De Jesús called the roll.

Invocation by Commissioner Woodrow Hay

Pledge of Allegiance to the Flag led by Vice Mayor Kelley

B. Agenda Approval:

1. Additions, Deletions, Corrections

Commissioner Turkin asked to table items 10B and 10D.

Commissioner Cruz asked to table item 10F, because she wanted to obtain feedback.

Commissioner Turkin asked for no changes to the fees until there is a discussion.

City Manager Dugger spoke about what was passed and the discussion that they had at the Agenda Review.

Commissioner Turkin asked to have the change fees stopped.

City Attorney Lamb stated that if there is consensus, then they can stop the implementation of the fees and then discussion will return to the Board.

Mayor Penserga explained that it will be for the pickleball courts and the pool, and the item will come back at the next meeting.

2. Adoption

Motion:
Commissioner Cruz moved to table items 10B, 10D, and 10F. Commissioner Turkin seconded the motion. The motion passed unanimously.

Motion:
Commissioner Turkin moved to approve the agenda, as amended. Commissioner Cruz seconded the motion. The motion passed unanimously.

2. Other

A. Informational items by the Members of the City Commission.

Commissioner Hay stated that First Friday was great again, but there wasn't a large crowd, like normal.

Vice Mayor Kelley wished everyone a Happy New Year. She gave a shout out to City Clerk De Jesús and the City Staff. She mentioned that there were 205 families that were helped with the Holiday Dinner Baskets this year. She mentioned that the extra food is now at the Police Department, in a small food pantry.

Mayor Penserga thanked Vice Mayor Kelley for taking the lead on this.

Commissioner Cruz thanked City Clerk De Jesús as well, and she stated that there were a few families in her district that received help. She stated that she had disclosures.

3. Announcements, Community and Special Events and Presentations

A. Proclamation recognizing the Boynton Bulldogs Football and Cheerleading Teams.

Mayor Penserga read the proclamation into the record.

Pernell Davis thanked Commissioner Hay for his efforts, and the City for their blessings. He thanked the parents for being diligent and taking pride in their program, and to the Board for their behind the scenes work.

Commissioner Hay stated that what they just saw was a lot of talent, because no other City can say that they have two high school trophy winners. He said that we should market this and show it off, and that any of these kids could be the next Heisman Trophy Winner.

4. Public Comments on Consent Agenda Items

Public Comments on Consent Agenda Items: Any citizen may be heard concerning any matter on the Consent Agenda. 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).

Mack McCray said Happy New Year. He mentioned that we are preparing for an election and said that the candidate running for District 3 would have his vote, if he could vote on it. He spoke about the Sanitation Department and stated that we are cleaning the place up, and to keep doing what we're doing.

Susan Oyer said Happy New Year. She mentioned that she is here to request that the Andrews House be moved to the Magnusen House area, because there is plenty of space. She commented that there was a developer that said they would help pay for the move, and suggested we reach out to obtain sponsors and donations. She asked to have a Historic Preservation Planner rehired, because we were doing amazing things, and it has dropped.

Charles Hunt stated that he hopes that the problems at Rolling Green are being taken under consideration. He mentioned the fines that are accumulating and are becoming liens. He asked that the charges against the Rolling Green homes over the last two years be removed.

Cindy Falco De Corrado said Happy New Year. She asked about the $40M that was allegedly stolen in a land deal that should be returned to the City taxpayers. She spoke about the former Human Resources Decoste investigation and said that she should pay the money back. She mentioned that she was "accosted" in the City Chambers, and asked if this is a criminal enterprise because people are getting away with crimes in the City. She said that her trash was not picked up, and that there are three drug addict homes for women near her.

Renstein Jean Baptist stated that his home was struck with five bullets yesterday. He mentioned that there was a camera put in front of the house, but that it does not ensure safety for the neighborhood. He spoke about affordable housing on 1st Street and asked how are they going to sell the houses, if there are shootings happening, and mentioned what he has done to try to get this situation fixed.

Wesley Shuler asked if anyone conducted an outreach job fair for the new property development on 4th Street. He mentioned that there were no minorities or business from the community used for the last project that was built. He asked if there is anything in the clause that tries to keep the business local in Boynton, and then the county.

Tory Orr stated that he is here to speak about the new property development that is going in on 4th Street, because they would like job opportunities to work on these projects.

Steve Antoine stated that he is here as part of the Save the Andrews House effort. He mentioned that there is $3.72B in Heritage Tourism in Florida, and it is money that we are missing. He said that if we get something that captures people's attention for four hours, the City could make a lot of money, if people come to visit.

Barbara Ready stated that the Historic Preservation Resources Board has been trying to make the Andrews House a Historic Property for years. She said that the City should have ownership of this property. She invited everyone out this Saturday for the Annual Free Highwayman Art Show.

Mark Karageorge asked for a community benefit agreement to hold developers to the fire, to hire local people for work. He said that there should be verification through the tax roll.

Flynn Holland applauded the City for their great events. She mentioned the teams of people cleaning the sidewalks on Seacrest, and stated that they are cracked and dangerous, and the hedges are high. She commented that she has not seen Code Enforcement around, and people are renovating without permits. She spoke about saving the Andrews House.

Mariam Naranjo from the Schoolhouse Children's Museum thanked the City for their partnership and spoke about the Museum's engagement with the community. She mentioned that they are serving the community and the schools throughout the school year, and an upcoming event that they are having.

Mike Fitzpatrick spoke about moving the Andrews House to the Magnusen House property. He spoke about Global Warming and UV Exposure protection. He stated that he reviewed the demolition permit for the Andrews House and that there are no reporting requirements for the refrigerants at the property.

Ginger Pedersen stated that she is here to support saving the Andrews House and moving it to the Magnuson House area to create a zone. She mentioned the McDougal House in another municipality that was renovated and is now a place that is rented out for parties.

Edgar Burton stated that he is dedicating his birthday to a community outreach event and invited the Commission to come out on January 19th at Sara Sims. He mentioned that he has a lot of events going on and would like to see the community grow.

Commissioner Turkin asked for an update on the task order for the Seacrest Boulevard project

Andrew Mack, Deputy City Manager, gave an update for this project.

5. Administrative

6. Consent Agenda

A. Schoolhouse Children's Museum Quarterly Reports for 2nd and 3rd Quarter FY2023-2024.

B. Proposed Resolution No. R25-001- Accepting the 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) for $42,408 and authorizing the Mayor to execute the grant agreement and all ancillary documents necessary to effectuate the intent of this resolution, subject to the approval of the City Attorney.

C. Proposed Resolution No. R25-002- Approve a Piggyback Agreement between the City and Line-Tec, Inc. for Maintenance of Water Service Connections and Restoration with an annual expenditure not to exceed $90,000 for the duration of the contract.

D. Proposed Resolution No. R25-003- Approve Task Order No. CRSUTL-01-2025 with Lori Lehr, Inc. in the amount of $99,050 in accordance with RFQ No. UTL23-001, Community Rating System (CRS) and Climate Resilience Planning Professional Support Services, for tasks associated with the Community Rating System 2025 annual recertification and Class 4 Verification Support.

E. Proposed Resolution No. R25-004- Correcting a scrivener's error on Resolution No. R24-297 related to the ID number of the units to be replaced for the Police Department.

F. Proposed Resolution No. R25-005- Approve a Facility Use Agreement between the City of Boynton Beach and Spotlight Stars School of the Arts, to provide S.T.E.A.M, Neuro-Arts, Mindfulness, and Japanese immersion programs to youth.

G. Proposed Resolution No. R25-006- Approve Grant Agreements between the City and A Custom Build, LLC; Daybreak Mortgage, LLC; Logo Legend, LLC; Medwear Uniforms West; Inc.; Rothman Health Solutions; Tranquility

Psychiatry, LLC; Universal Coaching Services, LLC; Zealia, LLC; Bedrock Counseling, LLC; and Palms Birth House, LLC for the Small Business Marketing Grant Program for an amount not to exceed $2,500 per Grantee.

H. Proposed Resolution No. R25-007- Approve Grant Agreements between the City and Casa Linda Restaurante, Fully Promoted Boynton Beach, J&I Optical, All Pro Rehab and Performance Center, Keisha Cakes, and Intention Enterprises LLC for the Small Business Support Grant program for an amount not to exceed $5,000, and Approve Grant Agreements between the City and Basic Pool Supplies, Copperpoint Brewing Company, El Atico, International M20, Joey's Home Bakery, Lux Salon, Keisha Cakes, Intention Enterprises, and The Bay Coaching for the Small Business Support Grant program for an amount not to exceed $10,000.

I. Proposed Resolution No. R25-008- Award Request for Qualifications No. CS24-053 for Citywide Painting and Coating Services to All Counties Painting, LLC, RMJ Maintenance Corp., MAV Paint Contractors, Inc., and Thousand and One Painting, as primary vendors, and Mario's Painting and Services, Inc., and FIVE12 Painting & Remodeling as alternate vendors for three years with the option to renew for two additional one-year periods. Projects will be initiated by the issuance of an informal solicitation or task order.

J. Proposed Resolution No. R25-009- Approve a six-month limited term extension amendment for RFQ No. 038-2821-19/TP Supervisory Control and Data (SCADA) System Programming, Preventative Maintenance, and Repair Services with McKim & Creed, Inc. and Star Controls, Inc. not to exceed $100,000 for each vendor.

K. Proposed Resolution No. R25-010- Approve the Client Engagement Letter between Urban Land Institute's Southeast Florida and Caribbean District Council (ULI SEFL) and the City of Boynton Beach.

L. Proposed Resolution No. R25-011- Approve and authorize the Mayor to sign an agreement between the City of Boynton Beach and Alpha 1, LLC, for temporary staffing services, for an initial term of three (3) years with two (2) additional one-year renewal term, for an annual expenditure not to exceed $120,000.

M. Proposed Resolution No. R25-012- Approve and authorize the City of Boynton Beach's participation in the FPL SolarTogether Program by subscribing to 2.6 MW of annual solar energy consumption, effective February 1, 2025.

N. Commission Meeting Minutes.

Commissioner Cruz pulled items 6G and 6H.

Motion:
Vice Mayor Kelley moved to approve the Consent Agenda, as amended. Commissioner Cruz seconded the motion. The motion passed unanimously.

> **6G.** Proposed Resolution No. R25-006- Approve Grant Agreements between the City and A Custom Build, LLC; Daybreak Mortgage, LLC; Logo Legend, LLC; Medwear Uniforms West; Inc.; Rothman Health Solutions; Tranquility Psychiatry, LLC; Universal Coaching Services, LLC; Zealia, LLC; Bedrock Counseling, LLC; and Palms Birth House, LLC for the Small Business Marketing Grant Program for an amount not to exceed $2,500 per Grantee.

Gigi Chazu, Division Director of Economic Development, spoke about the small business grants. She mentioned implementing a ranking process for all of the applicants and their impact on the community. She mentioned the grants that were awarded and the amounts.

Commissioner Cruz asked how many applicants did not receive grant funding.

Ms. Chazu spoke about how many applicants they had and said that two were outside of Boynton Beach.

Commissioner Cruz stated that there are a lot of businesses that are struggling, and we should be helping more businesses. She requested further opportunities to expand the grant program.

Ms. Chazu responded that she could work with the City to find more funds.

Commissioner Cruz stated that she did not realize the rent could increase mid year, and thought it was only an annual thing.

Amanda Radigan, Director, Planning and Development, stated that one of the ways they have tried to obtain more funding is by applying for Community Development Block Grant (CDBG) funding, and they will be applying again soon.

Commissioner Cruz stated that if there is an opportunity to get more funds sooner, staff should try.

Commissioner Turkin thanked staff for adding the impact requirement into the application process. He mentioned supporting further funds to help more businesses.

Adam Temple, Assistant City Manager, stated that they will try to find funds to help small businesses.

Vice Mayor Kelley praised Ms. Chazu for hitting the ground running and bringing in a lot of great programs to the City to help small businesses.

Motion:
Commissioner Cruz moved to approve Proposed Resolution No. R25-006. Vice Mayor Kelley seconded the motion. The motion passed unanimously.

6H. Proposed Resolution No. R25-007- Approve Grant Agreements between the City and Casa Linda Restaurante, Fully Promoted Boynton Beach, J&I Optical, All Pro Rehab and Performance Center, Keisha Cakes, and Intention Enterprises LLC for the Small Business Support Grant program for an amount not to exceed $5,000, and Approve Grant Agreements between the City and Basic Pool Supplies, Copperpoint Brewing Company, El Atico, International M20, Joey's Home Bakery, Lux Salon, Keisha Cakes, Intention Enterprises, and The Bay Coaching for the Small Business Support Grant program for an amount not to exceed $10,000.

Motion:
Commissioner Cruz moved to approve Proposed Resolution No. R25-007. Commissioner Turkin seconded the motion. The motion passed unanimously.

7. Consent Bids and Purchases over $100,000

A. Proposed Resolution No. R25-013- Approve Task Order No. GESUT-1B-01-25 with CDM Smith, Inc. for design services, engineering services, and project management services for the I-95 and Boynton Beach Boulevard Interchange Utility Relocation; associated with FDOT Project No. 435804-1-52-01 in the amount of $891,260. Additionally, approve a budget transfer to allocate sufficient funding for this project.

B. Proposed Resolution No. R25-014- Award Invitation to Bid No. CW24-064 for Janitorial Services for City Municipal Buildings, Facilities, and Utilities Buildings to Clean Space, Inc. and allow the mayor to enter into an agreement between the City and Clean Space, Inc. with an annual expenditure not to exceed $400,000 until January 7, 2027.

C. Proposed Resolution No. R25-015- Approve Amendment No.1 to Task Order UT-4B-03 with CDM Smith, Inc. in the amount of $62,518.91 for a new total contract amount of $325,323.46 for professional engineering services required for the design, permitting, and construction services for the City's Lift Station Nos. 410 & 414 Force Main Extensions Project.

D. Proposed Resolution No. R25-016- Approve Amendment No. 2 to the Progressive Design-Build Agreement with PCL Construction, Inc. (RFQ #013-2821-21/TP) for the design and construction services associated with the Master Lift Station 317 Upgrade Project; establishing the Guaranteed Maximum Price and providing for an increase in the contract amount by $9,970,393, resulting in a revised total contract amount of $10,521,878.

Commissioner Turkin pulled item 7D, for discussion.

Motion:
Commissioner Cruz moved to approve the Consent Bids and Purchases over $100,000. Commissioner Hay seconded the motion. The motion passed unanimously.

7D. Proposed Resolution No. R25-016- Approve Amendment No. 2 to the Progressive Design-Build Agreement with PCL Construction, Inc. (RFQ #013-2821-21/TP) for the design and construction services associated with the Master Lift Station 317 Upgrade Project; establishing the Guaranteed Maximum Price and providing for an increase in the contract amount by $9,970,393, resulting in a revised total contract amount of $10,521,878.

Poonam Kalkat, Utilities Director, stated that this item is to rehab a major lift station. She said that this lift station is old and needs help, including help with the odor and capacity of flow. She spoke about the upgrades that would happen with the rehab and mentioned that no other lift stations need this type of rehab.

Commissioner Turkin thanked Ms. Kalkat and the Utilities staff for always being swift on taking action.

Motion:
Commissioner Hay moved to approve Proposed Resolution No. R25-016. Vice Mayor Kelley seconded the motion. The motion passed unanimously.

8. Public Hearing

6 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. 24-024- Second Reading, an Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 89-38 by amending the future land use map of the City of Boynton Beach, Florida, for an approximately 2.97-acre parcel of real property generally located north of the C. Stanley Weaver Canal on the west side of North Seacrest Boulevard, Boynton Beach, Florida, by changing the future land use classification from Low Density Residential (LDR) and Recreational (R) to Local Retail Commercial (LRC); declaring the proposed amendment to the future land use map to be consistent with all other elements of the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date. **Proposed Ordinance No. 24-025-** Second Reading, an Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 02-013 to rezone an approximately 2.97 acre parcel of real property generally located north of the C. Stanley Weaver Canal on the west side of north Seacrest Boulevard, Boynton Beach, Florida, from Single Family Residential (R-1-A) to Planned Commercial Development (PCD); declaring the proposed amendment to be consistent with the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

City Clerk De Jesús swore in everyone that would speak on items 8A-C.

Commissioner Cruz said, regarding Items 8A-C, that she has had ex-parte communication, has received written communication, has not conducted an investigation, has not made a site visit, and have received expert opinions from staff. She requested that these disclosures and all written communications be made a part of the record.

Vice Mayor Kelley said regarding Items 8 A-C that she has had ex=parte communication, has not received written communication, has not conducted an investigation, has not made a site visit, and has not received expert opinions. She requested that these disclosures and all written communications be made a part of the record.

Mayor Penserga said regarding Items 8 A-C that he has had any ex-parte communication, has not received written communication, has not conducted an investigation, has not made a site visit, and has not received outside expert opinions. He requested that these disclosures and all written communications be made a part of the record.

Commissioner Hay said, regarding Items 8 A-C, that he has not had any ex-parte communication, has not received written communication, has not conducted an

investigation, has not made a site visit, and has received expert opinions from staff. He requested that these disclosures and all written communications be made a part of the record.

Commissioner Turkin said since the last meeting, regarding Items 8 A-C, that he has not had any ex-parte communication, has not received written communication, has not conducted an investigation, has not made a site visit, and has not received expert opinions. He requested that these disclosures and all written communications be made a part of the record.

Bonnie Miskel, Attorney for the applicant, spoke about their three requests in these three items. She said that they made a full presentation at the last meeting and that they were present to answer any questions.

Mayor Penserga asked for clarity whether there were any changes.

Attorney Bonnie said that there were minor tweaks made.

Luis Bencosme, Principal Planner, stated that they incorporated the conditions as requested by the Commissioners at the first reading, which he read into the record.

Commissioner Cruz thanked them for the traffic report that was sent to the Commission.

Vice Mayor Kelley asked about protecting the units as affordable for the life of the building and solidifying the affordable housing aspect of the project.

Attorney Miskel mentioned that the 30-year limitation for the 100% is not reversible and cannot be changed. She stated that in the event that this owner sells the property and deviates from the conditions, then this would be a code violation, so the City is protected that way as well. She commented about the reporting that is in the requirements, that makes sure that they do this.

Ms. Radigan mentioned that the 30 years is a requirement for the Live Local project that was discussed at the last meeting. She believed that it was the intention of the City Commission that this condition was in perpetuity and she wanted to ensure that the applicant understands the condition of approval

Jonathan Karlik, Global One Investment Group, stated that they would agree to this condition of workforce housing because it has been their intent this entire time.

Ms. Radigan asked to have this clarified and added to the conditions of approval before they pass the Ordinance.

Commissioner Cruz thanked the developer for agreeing to the restrictions to make sure that the project is affordable in perpetuity.

Mr. Karlik also agreed to a super majority vote, if there were any changes.

Mayor Penserga opened public comment.

Susan Oyer asked if the units were apartments or condos, because we need owner occupied properties, not apartments. She asked about the art that will be done in the property, and what is happening with memorializing the C Stanley Weaver Canal.

Cindy Falco De Corrado stated that we need single-family homes or condos, where people are paying taxes.

(Commissioner Turken left the Dais at 7:36 P.M.)

Mayor Penserga closed public comment.

Motion
Vice Mayor Kelley moved to approve Ordinance No 24-024, on Second Reading. Commissioner Cruz seconded the motion. In a roll call vote, the motion passed 4-0 *(Commissioner Turkin was absent from the dais).*

Motion
Commissioner Hay moved to approve Ordinance No 24-025, on Second Reading. Commissioner Cruz seconded the motion. In a roll call vote, the motion passed 4-0. *(Commissioner Turkin was absent from the dais*).

B. Approval of Development Order for Variance (ZNCV-2024.06.52374) for the Seacrest Sound Apartments project.

(Commissioner Turken returned to the dais at 7:38 P.M.)

Motion:
Commissioner Cruz moved to approve this development order. Commissioner Hay seconded the motion. The motion passed unanimously.

C. Approval of the Development Order for the new Master Plan (NMP-2024.06.52374) for the Seacrest Sound Apartment project.

Motion:
Vice Mayor Kelley moved to approve this development order. Commissioner Cruz

seconded the motion. The motion passed unanimously.

D. Proposed Ordinance No. 24-026- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, correcting a scrivener's error in the legal description contained in Ordinance 23-021 approving the abandonment of the thirty foot (30') wide unimproved right-of-way established on the Palm Beach Farms Co. Plat No. 8, as recorded in Plat Book 5, Page 73 of the public records of Palm Beach County; authorizing the Mayor to execute an amended disclaimer, which shall be recorded with this Ordinance in the public records of Palm Beach County, Florida; providing an effective date; and for all other purposes.

Mayor Penserga opened Public Comment, there was none so he closed public comment.

Motion
Commissioner Cruz moved to approve Ordinance No 24-026, on Second Reading. Commissioner Hay seconded the motion. In a roll call vote, the motion passed unanimously.

9. City Manager's Report- None

10. Regular Agenda

A. Discussion and update on the potential relocation of the Andrew's House
Kevin Ramsey introduced Rick Hoffer, Assistant Director for Public Works.

Mr. Hoffer spoke about following regarding the relocation of the Andrews House: Andrews House location/Image Andrews House; Andrews House: potential relocation map; relocation costs; Potential Location 1; Potential Location 2; Potential Location 3; Potential Location 4; and Potential Location 5.

Mayor Penserga asked how they chose those properties.

Mr. Hoffer spoke about looking at City and CRA owned lots, and if they were feasible. He spoke about what they considered with the properties as well.

Mayor Penserga asked if the house would be used for a home in the future. He said that he does not think that is where it should go. He asked about the cost and bringing the building to Code.

Mr. Hoffer said that this is the bare minimum cost, because there was a renovation that was redone before, but if there are things out of Code, then that was not included.

Mayor Penserga said that he is leaning towards this being a community use, not a home.

Commissioner Turkin spoke about moving the building and agreed it should be a recreational or community use. He mentioned that having this next to another historic home is a great way to use the property. He stated that we should have the community involved to see what they would like to have this used for. He said that we need to move the home first, before figuring out what it can be used for.

Commissioner Hay said that he is all for moving the house, but where is the question. He stated that he does not think it would be a successful, if it becomes another little house.

Vice Mayor Kelley stated that they seem to all be on the same page with this house. She mentioned that we need to do a joint CRA/City meeting to make sure that we are all onboard.

Ms. Radigan stated that three locations were residential, one is a City park, and she explained what it could be used for on those properties. She spoke about the Magnuson house property and its challenges, and about bringing it up to Code, depending on what it will be used for.

Vice Mayor Kelley spoke about if it was not financially feasible and it sat empty for a long time. She said that if we move the house, there might not be interest to have it used.

Mayor Penserga asked what the bare minimum cost would be to move it to the Magnuson House property, until there is a use for it, after public input. He spoke about government fixing up the buildings because other businesses might not be able to fix it due to cost.

Mr. Hoffer spoke about the variables that they have had to consider and the possible lowest costs to just move it.

Ms. Radigan stated that there is a cost for the new foundation that is needed.

Mr. Mack spoke about the cost for some of the other properties, and possible use of the house.

Mayor Penserga asked what other cities game plans are on making something like this work.

Ms. Radigan spoke about the McDougle house, which is used for events, and is at a different scale than this house. She said that she thinks it can still work really well and reiterated that there are a lot of variables.

Commissioner Cruz stated that she would like to have a joint meeting and is in favor of moving the house. She stated that we should find the purpose first, before moving it.

Ms. Radigan said that property 1 is the most feasible location, because it's a passive park and it is City owned.

Commissioner Cruz said that she is not opposed to moving it to the Magnuson house, but would take staff recommendation into consideration.

Mayor Penserga noted that there is a CRA Meeting next week that they could discuss it at a joint meeting.

Commissioner Turkin stated that the Jones House, which is award winning, is a nice house and it is being utilized. He mentioned that the City had been speaking about having a public/private partnership with the Magnuson House. He stated that there is historical context that historical homes can be used for commercial uses. He compared this to Dada's in Delray Beach, and having this in the core of Boynton Beach, on Ocean Avenue.

Mayor Penserga said that he does not disagree and said that the key is CRA support.

Ms. Radigan stated that there are several proposals that utilized the outside property, and having two buildings on the Magnuson house property could limit the use.

There was consensus to hold a joint CRA Meeting.

Attorney Lamb suggested having the joint meeting before the CRA meeting next week, then continuing the City's conversation for the 21st.

There is consensus to start the meeting at 6 P.M., if the CRA was okay with it.

Commissioner Hay asked if the City has a historical district.

Ms. Radigan stated that we do not have a designated one, but there are clusters that would be eligible. She said that there are several designated sites, but not districts.

B. Procurement Policy Update and Our Roadmap to Future Codification our City's New Procurement Code.

This item was tabled to January 21, 2025.

C. Project update on Eco Park.

Mr. Ramsey spoke about Eco Park as follows: Project Summary; scope of plans- revised; site plan-revised; fencing; all terrain wheelchairs; and questions.

D. Quarterly CIP Update.

This item was tabled to January 21, 2025.

E. Presentation and status update on the Beautification and Streets Division in the Public Works Department by Kevin Ramsey, Director of Public Works.

Mr. Ramsey spoke about the following regarding the beautification and streets current update: mission statement; beautification and streets; current tasks and responsibilities; median pressure washing; litter control; sidewalk-pressure washing; street sweeping; Adopt-a-Road program; street light management; in-house tasks and activities.

Vice Mayor Kelley asked if the vendors notify the City of sidewalk issues.

Mr. Ramsey responded yes, and continued his presentation as follows: street sign repair/replacement/installation; speed hump installation; beautification and streets-graffiti; sidewalk vegetation clearing; sidewalk repair- trip hazards; street sign repair/replacement; ADA transitions; street markings; I-95 overpass ramp landscaping; next six months achievement goals; and questions

Mayor Penserga gave him kudos and said that this is great and they are doing the right things. He asked with littering, if there are patterns or something they could do.

Mr. Ramsey said that there is an area that there is always litter, and by I-95.

Mayor Penserga said that he agrees with median standards. He asked where they are at with the bridges.

Commissioner Turkin said that the City is lucky to have Mr. Ramsey on their team.

Commissioner Hay asked about the Adopt-a-Road program, and if this is for organizations or if anyone can Adopt-a-Road.

Mr. Ramsey explained that anyone can.

Commissioner Hay asked what the City supplies.

Mr. Ramsey responded that the sign is free, and their buckets, grabbers, glasses and vests are given to the people to borrow and there is no cost to the group.

Commissioner Hay said that the Omega's Group wanted to adopt the MLK Blvd., but there was an issue about cost that was brought up.

Mr. Ramsey said that the first-year fee was waived, and the second year would be $100 a year.

Mr. Mack said that staff can take a look at the cost and come back to the Commission. He said that some cities charge, and some do not, and that a lot of roads do not have the program signs up, because they are County owned.

Commissioner Hay asked if the street sweepers go down MLK Blvd. from Seacrest to US Highway 1.

Mr. Ramsey said that they can add it.

Mr. Mack mentioned that they also have vendors doing trash runs on MLK Blvd., but this can be adjusted.

Commissioner Hay mentioned this being the Heart of Boynton and it is a main throughway.

Mayor asked to have the Quantum Corporate House to be looked, because there are shrubs covering it.

Commissioner Cruz commended this body for bringing this up, and the City staff for implementing it.

F. Discussion regarding Recreation fees.

This item was tabled to January 21, 2025.

11. Future Agenda Items

A. Discussion regarding Citywide Master Plan to light up the City.- TBD Requested by Commissioner Turkin.

B. Discussion on additional paving in fiscal year 24-25 - TBD Requested by Commissioner Turkin

C. Discussion on utility lift station upgrades and odor control - TBD Requested by Commissioner Hay.

D.

E. Discussion regarding the City's Comprehensive Plan. - TBD Requested by Commissioner Cruz.

F. Discussion regarding how to attract more affordable housing within the City.- TBD Requested by Vice Mayor Kelley.

G. Discussion regarding requirements for Advisory Board Appointments.- Pending meeting with Vice Mayor Kelley. Requested by Vice Mayor Kelley.

H. Discussion regarding Hazard Pay for Community Standards.- Pending meeting with Commissioner Cruz. Requested by Commissioner Cruz.

I. Discussion regarding Amendments to the Code of Ordinances regarding flooding in the community.- Pending meeting with Commissioner Cruz. Requested by Commissioner Cruz.

J. Discussion regarding combining City properties together to create senior affordable housing. - Pending meeting with Mayor Penserga

12. Adjournment

Motion
Commissioner Turkin moved to adjourn the meeting. Commissioner Hay seconded the motion. The motion passed unanimously.

There being no further business to discuss, the meeting was adjourned at 8:52 P.M.

CITY OF BOYNTON BEACH
ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/ 4/2025

Proposed Resolution No. R25-040- Approve single-source purchase and issuance of a purchase order for a Vapex Radical Odor Control System for Master Lift Station # 317 from Vapex Environmental Technologies, LLC for an amount of $169,750.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-040.

Explanation of Request: Odor Control is crucial in lift stations to ensure a safe and pleasant environment for employees, businesses, residents, and visitors.

During 2024, Utilities participated in a ninety (90) day pilot study with Vapex Environmental Technologies' odor control technology, which helped mitigate the odor concerns at the station. Utilities requested a second study, which is currently underway, due to the failure of the existing odor control unit at Master Lift Station #317. The current study is scheduled to end next month, and Utilities recommends purchasing the odor control system to continue odor mitigation throughout the rehabilitation project of Master Lift Station #317.

Master Lift Station # 317 is scheduled to undergo a complete rehabilitation in the next two years, and included in the scope of work is a new odor control system. Following the completion of the rehabilitation project, the Vapex odor control unit will be removed and installed at other lift stations as needed in the future.

This purchase will be procured under the single source exemption for a total cost of $169,750.00. Even though the documentation states we will pay 15% down, we will pay the total amount upon receipt of the item. The purchase will be done through a purchase order, which incorporates all of the City's standard terms and conditions for purchasing.

How will this affect city programs or services? Vapex radical odor control technology generates hydroxyl radicals, the second most powerful oxidant, and the oxidant most desired to quickly, efficiently, and effectively oxidize and disinfect contaminants, bacteria, and viruses in water disinfection. This technology will assist in preventing odor control issues at sanitary sewer lift stations and reduce health and safety risks associated with strong odors.

Budgeted Item: Yes

Account Line Item and Description: Funds are budgeted in CIP account # 403-5000-536-65.04 Project #SW2404.

Fiscal Impact: The fiscal impact to Utilities is for the amount of $169,750 which is budgeted

in CIP account # 403-5000-536-65.04 Project #SW2404.

Attachments:
R25-040 Agenda_Item_2641-2025_Resolution_for_Vapex_Environmental_purchase_of_Vapex_Radical_Odor_Control_Syst
Exhibit A to Resolution - Firm Proposal - FL Boynton Beach - LS 317 - 2025-01-07.pdf
Sole-Single Source Justification Form- Vapex.pdf
COI.pdf
W9.pdf

RESOLUTION NO. R25-040

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE PURCHASE OF A VAPEX RADICAL ODOR CONTROL SYSTEM FOR MASTER LIFT STATION #317 FROM VAPEX ENVIRONMENTAL TECHNOLOGIES, LLC, IN AN AMOUNT NOT TO EXCEED $169,750; AND FOR ALL OTHER PURPOSES.

WHEREAS, Odor Control is crucial in lift stations to ensure a safe and pleasant environment for employees, businesses, residents, and visitors; and

WHEREAS, during 2024, Utilities participated in a ninety (90) day pilot study with Vapex Environmental Technologies' odor control technology, which helped mitigate the odor concerns at the station. Utilities requested a second study, which is currently underway, due to the failure of the existing odor control unit at Master Lift Station #317. The current study is scheduled to end next month, and Utilities recommends purchasing the odor control system to continue odor mitigation throughout the rehabilitation project of Master Lift Station #317; and

WHEREAS, Master Lift Station # 317 is scheduled to undergo a complete rehabilitation in the next two years, and included in the scope of work is a new odor control system. Following the completion of the rehabilitation project, the Vapex odor control unit will be removed and installed at other lift stations as needed in the future; and

WHEREAS, this purchase will be procured under the single source exemption and will be accomplished by utilizing a purchase order in an amount not to exceed $169,750, which includes all of the City's standard terms and conditions for purchasing; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve the issuance of a purchase order for the purchase of a Vapex Radical Odor Control System for Master Lift Station #317 from Vapex Environmental Technologies, LLC, in an amount not to exceed $169,750.

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, does hereby approve the issuance of a purchase order for the purchase of a Vapex Radical Odor Control System for Master Lift Station #317 from Vapex Environmental Technologies, LLC, in an amount not to exceed $169,750.00, as further detailed in Exhibit A, the Proposal, attached hereto.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Proposal. The Mayor is further authorized to execute other related documents that may be necessary to accomplish the purpose of this Resolution.

SECTION 4. The City Clerk shall retain the fully executed Proposal and purchase order as a public record of the City. A copy of the fully executed Proposal shall be provided to Tremaine Johnson to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

FIRM PROPOSAL
PRESENTED TO:
City of Boynton Beach
LS 317
January 7, 2025

2971-B Oxbow Circle
Cocoa, FL 32926
(407) 977-7250
www.vapex.com

1. DESIGN BASIS

Application:	Odor
Installation Location:	Lift Station 317

2. EQUIPMENT SUPPLIED

- 1 MILLI Unit Currently Operating at LS 317
- 6 HV Nozzle - Flexible
- 900 ft Oxidant Tubing
- 900 ft Water Tubing
- 1 8" RXN Vent
- 2 IOM Manuals
- 1 Installation Kit - MILLI - HV Nozzles
- 1 Operating Kit - MILLI
- 1 Spare Parts Kit - MILLI
- 1 Pedestal

3. SERVICES

Vapex™ will furnish the following services:

- One (1) Vapex™ certified technician for two (2) days during one (1) trip to assist in:
  * Installation inspection
  * Start-up supervision
  * Operator training
- 2 Vapex™ certified technican semiannual visits commencing 6 months from startup

4. PATENTS

The Equipment and/or Process quoted herein may operate under one or more U.S. patents. The Purchase Price includes a one-time royalty payment (if any), which provides the Buyer with immunity to operate the Equipment specified in the Quotation under any applicable patents.

5. PURCHASE PRICE

All of the above listed for..... **$ 169,750** USD

F.O.B. jobsite, Taxes Excluded

5.1. VALIDITY

Proposal: This proposal is valid for 60 days from proposal date. All prices are guaranteed for one year from date of Vapex™ acceptance of a Purchase Order. This proposal does not include applicable sales and use taxes which will be applied to the final invoice. Please provide tax exemption certificates(s) if applicable.

Acceptance: To accept this proposal send a Purchase Order to Vapex™ Corporate Headquarters - OR - complete the acceptance information below. All Purchase Orders shall include:

a. Purchase Price quoted in this document
b. Ship to address, contact name and phone number

c. Bill to address, contact name, phone number and fax number
d. Requested delivery date
e. Tax exemption information if applicable

5.2 PAYMENT TERMS

- 15% upon Submittal Submission or receipt of Submittal Waiver - Net 30 days
- 80% upon delivery - Net 30 days
- 5% Net thirty (30) days after equipment startup and training

FOB jobsite. Sales and or Use tax is not included in this proposal. If applicable, provide tax exemption information. Applicable tax is invoiced with purchase on date of shipment if tax exemption information is not received.

Orders: Orders are subject to credit evaluation and acceptance. All orders are subject to Vapex™ terms and conditions stated in this document.

Production: Vapex™ requires 4 to 6 weeks from the receipt of approved submittals or waiver of submittals for shipment.

Late Payment Penalty: Invoices not paid 31 days after the invoice date are subject to a Service Charge of 1-½% per month on the unpaid balance.

Cancellation: Unless otherwise specified in writing by the parties, the Buyer may not cancel the order, except upon written notice and payment to Seller of an amount covering all costs incurred under the Order, all costs which arose out of the cancellation, and a cancellation fee of 30% of the Order Price. Materials received and Goods manufactured in part or whole under the Order prior to the time of cancellation shall be retained by and shall be property of the seller. When calculating the cancellation related costs, payments made by the buyer to seller prior to cancellation shall be taken into account.

Title: Title to Vapex™ Radical Odor Control Systems and supplied equipment (the Goods) shall remain vested in Vapex™ and shall not pass to the buyer until the purchase price for the Goods has been paid in full and received by Vapex™ Environmental Technologies, LLC.

Start-Up: Start-up services include equipment start-up, warranty certification and onsite equipment operation and maintenance training. Trip fees may apply for additional training visits, multi-phase start-up or non-standard installations. Prior to scheduling the Vapex™ technician, the Customer shall verify that the site is prepared for start-up by completing the start-up form submitted at the time of Invoicing. If the site is not prepared when the technician arrives and the start-up is rescheduled, the customer will be responsible for payment of additional trip fees for the technician at current Vapex™ trip rates.

Important Notes: Regarding Vapex™ Radical Odor Control system Wet Well installations. If the system is treating a wet well (or lift station) all access for cables, wires or sample tubing shall be sealed. All conduit connections into the well must be sealed. If a vent is required, a Vapex™ supplied vent must be installed. Vapex™ strongly recommends that all ferrous metal hardware within the well be epoxy coated to prevent premature corrosion. Pump and/or grinder cables coated in natural rubber will deteriorate. If there are pump and/or grinder cables located inside the wet well they must be of a material compatible to sulfuric acid >10% and ozone or the pump cables must be sleeved with a PVC cable sheath (not provided by Vapex™ unless listed in the Equipment Supplied section of this document). Cables must be sleeved by the customer/contractor

prior to equipment start-up. Contact Vapex™ for additional information.

6. WARRANTY

Limited Mechanical Warranty Policy

Vapex™ Equipment is warranted to be free from defective material and workmanship, under normal use and service and when installed, operated and maintained in accordance with installation, operation and maintenance instructions. This policy and maintenance instructions. This policy is as follows:

- Vapex™ VL - 18 months from shipment or 12 months from start-up whichever occurs first

To make claim under this Warranty, Buyer must notify Vapex™ within ten (10) business days after the date of discovery of any nonconformity and make the affected Equipment immediately available for inspection by Vapex™ or its service representative.

Vapex™ Equipment may be deemed nonconforming only by an authorized Vapex™ representative. Returns will not be accepted unless Vapex™ has authorized said return in writing. If the Vapex™ inspection indicates non-conforming materials and/or workmanship, the Equipment will, at Vapex™'s option, either be repaired or replaced without charge. Upon receipt of Vapex™'s written consent, Equipment may be promptly returned to the Vapex™ factory, F.O.B. However, under certain circumstances, Vapex™ may decide, in its sole discretion, to repair or replace the Equipment at the Project site. Buyer hereby agrees to provide Vapex™, its employees and/or representatives, free of charge, onsite access to the Project site and any necessary utilities and plant personnel needed by Vapex™ for the purpose of repairing and/or replacing nonconforming Equipment per this Warranty.

The following will void this warranty:

1. Equipment is used for purposes other than those for which it was designed;

2. Equipment is not used in accordance with generally approved practices;

3. Disasters, whether natural or manmade, such as fire, flood, wind, earthquake, cave-in, lightning, war, brownout or vandalism, etc.;

4. Unauthorized alterations to or modifications of the Equipment not approved by Vapex™ in writing;

5. Abuse, neglect or misuse of Equipment, including but without limitation, operation of Equipment after a defect is discovered;

6. Operation of Equipment by persons not properly trained for that purpose;

7. Failure to operate the equipment in accordance with Vapex™'s specifications, O&M manuals or other written guidelines, and/or

8. Failure to perform regular cleaning, inspection, adjustment and/or preventative maintenance.

Notes:

A. Vapex™ is not liable for any corrective work or expenditure that has not been authorized by Vapex™ in writing prior to the commencement of such work and prior to committing to such expenditures.

B. Inspection service calls, requested by Buyer, where no evidence of nonconforming materials and/or workmanship is found, will be invoiced to the Buyer at Vapex™'s current per diem plus all travel and living expenses.

C. Onsite labor and freight are not covered by this Warranty.

D. During the Warranty period, all mechanical, electrical and electro-mechanical parts are warranted provided monthly maintenance is performed and documented and is in conformance with all terms and conditions stated in the warranty section.

E. Following a Warranty claim, verification of proper operations and maintenance is required.

F. Physical damage due to external forces and/or accident is not covered by this Warranty including, but not limited to, lightning strikes, brownout damage, electrical surging, flooding, fire, freezing, etc.

G. The effects of corrosion and unforeseeable environmental characteristics are excluded from this Warranty.

H. Actions by 3rd parties in causing nonconformity of the Equipment are not covered under this Warranty.

THE LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF ANY KIND WHATSOEVER, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

VAPEX™ SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE, OR IMPUTED NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR DAMAGE TO THE EQUIPMENT, PROPERTY DAMAGE, LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COSTS INCURRED BY BUYER (FOR CORRECTION OR OTHERWISE) OR ANY OTHER INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE OR INABILITY TO USE THE EQUIPMENT.

This exclusion applies even if the Warranty fails of its essential purpose and regardless of whether such damages are sought for breach of warranty, breach of contract, negligence or strict liability in tort or under any other legal theory.

Any modification of this Warranty must be in writing and signed by an authorized representative of Vapex. An adjustment made per this Warranty does not void the Warranty, nor does it imply an extension of the Warranty Period. Equipment repaired during the Warranty Period carries the un-expired portion of this original Warranty only. This Warranty is governed by the laws of the state of Florida.

7. ACCEPTANCE & PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Firm Proposal? (Customer to complete)

[ ] No

[ ] Yes - Please complete below - Send copy of Purchase Order

PO Number: _____

PO Amount: _____

Taxes are not included in the Purchase Price and will be added to the PO amount unless accompanied with a Sales Tax Exemption Certificate

Is this purchase sales tax exempt?

[ ] No - Taxes apply

[ ] Yes - Please send copy of sales tax exemption certificate with this submission

Upon signature by Customer and submission to Vapex™ Environmental Technologies, this Firm Proposal shall be considered as Accepted as an Order and shall become legally binding unless this Order is rejected by Vapex™ Environmental Technologies for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order, (2) changes have been made to this document (other than completion of the purchase order information and the signature block), (3) the PO Amount does not match the Purchase Price, or (4) the requested purchase order information or signature is incomplete or does not match our records or the rest of this document.

Name:	
Title:	
Organization:	
Signature:	
Date:	

Purchasing Division
Sole/Single Source Justification Form

This form shall be completed and approved prior to all sole source purchases

Sole Source Definition - Commodities or contractual services available only from a sole source may be exempt from the quote or competitive process under the following circumstances:

a. There is only one source or one reasonable source for the required commodity, service, or construction, or;

b. The parts or accessories are an integral repair accessory compatible with existing equipment and are the only parts that can be reasonably used, or;

c. The procurement is needed to ensure consistency in results as related to other products or standardization of parts or supplies as required to avoid unreasonable cost or inefficiency

Single Source Definition - A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.

Section A – Purchase Details	
Requestor	
Department	Utilities/WWLS
Division	Pumping Stations
Point of Contact	Marc Filsaime
Phone Number	561-742-6422
Vendor	
Company Name	Vapex Environmental Technologies, LLC
Address	2971 – B Oxbow Circle Cocoa, FL 32926
Phone Number	(407) 977-7250
Point of Contact and Title	Robert Jeyaseelan
What other vendors were contacted? (List company name, contact, and phone number and explain why they were not suitable)	
Product or Service	
Product/Service Name	Vapex Radical Odor Control Unit
Manufacturer	Vapex Environmental Technologies, LLC
Make/Model #	Vapex
Price	$169.750.00
Did you negotiate the terms or prices with the vendor? ☐ Yes ☒ No	

Purchasing Division
Sole/Single Source Justification Form

Why is this price considered to be fair and reasonable? The Utilities is currently utilizing a Vapex Odor Control Unit on a trial period. The vendor is offering to sale this (new) unit at a discounted price of $169,750.00 down from a full retail price of $234,000.00.

Will this purchase obligate the City to a particular vendor in the future? (Either in terms of maintenance, services, or re-purchase for compatibility reasons) ☐ Yes ☒ No

Section B – Justification

This is a sole source because (choose any that apply):

☐ Sole provider of a licensed or patented good or service

☐ Single Source provider of items compatible with existing equipment, inventory, systems, programs, or services.

☐ Single Source provider of goods and services for which the city has established a standard. (new standards require the competitive solicitation process)

☐ Single Source of factory-authorized warranty service

☒ Sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or reference an attachment).

☐ The vendor/distributor is the owner of used equipment that would represent a best-value purchase for the City and is advantageous to the City. (Please provide information on current market prices, availability, etc.)

What necessary features does this vendor provide which are not available from other vendors? Please be specific. **Utility did a pilot study with this odor control technology in 2024 and the study was a success. The Utility is currently doing another study which is also working and based on the emergency need at LS 316 for the next two years (will undergo a complete rehab in the next two years). Purchasing the unit is more cost beneficial to the City and the unit can be used at other LSs as needed in the future. Vapex is the sole provider and is authorized to install and perform maintenance on this type of odor control technology. The odor control unit will be purchased and furnished by Vapex Environmental Technologies, LLC. Vapex Environmental technicians understand the sophisticated system and will be able to properly perform the following scope of work:**

- **Installation inspection.**
- **Start-up supervision**
- **Operator training**
- **Two (2) Vapex certified technician semiannual visits commencing six (6) months from startup.**

Attach documentation to substantiate this sole source claim including but not limited to: vendor quotes, product manuals, sole source letters, and patents or copyrights.

Section C – Routing, Certification and Approval

My department's recommendation for a sole source purchase is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part nor do I have any personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers that exist.

Purchasing Division
Sole/Single Source Justification Form

1. Department Director

Poonam Kalkat __01/08/2025_____

Signature Date

2. Purchasing Manager/Finance Director

Based on the information provided in Sections A and B and the attached supporting documents, I recommend ☐ / do not recommend ☐ this being certified as a sole source.

Required ☐ / not required ☐ to be advertised for a period of 7 business days before award.

_____ _____

Signature Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/8/2024

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 BKS Partners 4211 W. Boy Scout Blvd Suite 800 Tampa FL 33607	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 813-223-3911 **FAX (A/C, No):** 813-221-1857 **E-MAIL ADDRESS:** certificates@bks-partners.com
INSURED GUARMAN-01 Vapex Environmental Technologies, LLC 2971-A Oxbow Circle Cocoa FL 32926	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Kinsale Insurance Company — 38920 **INSURER B :** Trumbull Insurance Company — 27120 **INSURER C :** Hartford / Pool — 914 **INSURER D :** Hudson Excess Insurance Compan — 14484 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 576141144 **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 X CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:	Y		0100197118-2	7/3/2024	7/3/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			21UENDL2863	5/31/2024	5/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	☐ **UMBRELLA LIAB** ☐ OCCUR X **EXCESS LIAB** X CLAIMS-MADE ☐ DED X RETENTION $ 10,000			0100197160-2	7/3/2024	7/3/2025	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			21WBZQ5447	5/31/2024	5/31/2025	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D A	Professional Aerospace Products Policy			EER1135116 0100197205-2	5/31/2024 7/3/2024	5/31/2025 7/3/2025	Per Loss/Agg Occurrence Limit	5,000,000 3,000,000

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

City of Boynton Beach, is named as additional insured as respects to general liability as required by written contract, subject to all policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER

City of Boynton Beach
PO Box 310, Boynton Beach,FL 33425-0310
City of Boynton Beach
100 E. Ocean Ave
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

William P. Faulkner II

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Vapex Environmental Technologies, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2971-B Oxbow Circle

Requester's name and address (optional)

6 City, state, and ZIP code

Cocoa, FL 32926

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

8	1	-	3	5	1	3	2	6	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] | **Date** ▶ 1/29/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/ 4/2025

Proposed Resolution No. R25-041- Approve Task Order No. GESUT-3C-03-25 with Carollo Engineers, Inc. to update and calibrate the City's wastewater model and the City's potable water model and services to convert the wastewater model from Innovyze InfoSWMM to Bentley SewerGEMS and the potable water model from Innovyze InfoWater to Bentley WaterGEMS, for a not-to-exceed amount of $400,000.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-041.

Explanation of Request: The purpose of this task order is to engage a consultant to perform a comprehensive review and update of the City's existing hydraulic models. This work will provide the necessary data and insights to better manage and optimize our water system, specifically in terms of flow, pressure, and capacity. By enhancing these models, we will also be able to proactively address issues such as system vulnerabilities, identify bottlenecks, and prepare for future demands as our community grows.

The City of Boynton Beach owns and operates a wastewater collection system and a potable water distribution system. The City has not updated or calibrated their wastewater and potable water hydraulic models in 9 years and wants to continue using them as tools to evaluate performance of existing infrastructure and plan for redevelopment/development and future flow conditions. The City also wants to achieve a better understanding of the impact of wet weather on its master wastewater conveyance infrastructure to improve resiliency. As a result, the City wants to update the hydraulic models with the most current GIS database, and calibrate the models based on select field testing and SCADA information.

This service was procured through the City's Continuing services contract and assigned task order # GESUT-3C-03-25. The total construction cost will not exceed $7.5M per FS 287.055. CCNA.

How will this affect city programs or services? 1. Improved Water and Wastewater Service Reliability
By updating the hydraulic models, the City will be able to accurately assess the performance of the water distribution and wastewater systems. This enables the identification of potential system deficiencies or areas that require attention. Early detection of issues will help prevent service disruptions or failures, leading to more reliable water and wastewater services for residents and businesses.

2. Enhanced Infrastructure Planning and Development

The updated hydraulic models will provide essential data to guide future infrastructure projects, including new developments, system upgrades, and expansions. This will ensure that the City's growth is supported by a robust and scalable infrastructure system, aligning with urban planning goals and improving the overall quality of life for residents.

3. Optimized Resource Allocation
Accurate models will allow the City to better allocate resources for maintenance, repairs, and system upgrades. By knowing which areas of the system are most critical, the City can prioritize investments in a way that maximizes return on investment and minimizes downtime, ensuring that essential services continue uninterrupted.

4. Support for Emergency Response and Risk Management
The task order will improve the City's ability to anticipate and manage emergencies related to water and wastewater systems. The hydraulic models can be used to simulate various emergency scenarios (e.g., equipment failure, natural disasters) and assess the system's ability to respond. This helps the City prepare for potential crises, minimizing response times and mitigating risks to public health and safety.

5. Compliance with Regulatory Requirements
Regular updates to the hydraulic models will ensure that the City remains in compliance with state and federal regulations governing water systems. Compliance is vital to maintaining public health standards and avoiding potential fines or penalties, as well as ensuring that the City's water system is capable of meeting both current and future regulatory demands.

6. Cost Savings and Fiscal Responsibility
By leveraging the updated hydraulic models for more informed decision-making, the City can reduce unnecessary expenditures on reactive repairs and inefficient system upgrades. Long-term cost savings can be achieved through better forecasting and more accurate planning, ultimately improving the City's fiscal health.

7. Public Confidence and Satisfaction
Residents will benefit from more reliable water and wastewater services, which directly enhances public satisfaction. Additionally, the City will be able to communicate to the public its commitment to investing in infrastructure improvements, further fostering trust and transparency in the City's leadership.

In summary, the task order proposal for the hydraulic models will directly enhance the efficiency and effectiveness of the City's water and wastewater systems, improve long-term infrastructure planning, and ensure the ongoing provision of essential services in a cost-effective and sustainable manner.

Budgeted Item: Yes

Account Line Item and Description: 403.5000.533-31.90 - US2403 - Water Distribution System Hydraulic Analysis/Modeling - $200,000
403.5000.535-31.90 - US2403- Force Main System Hydraulic Analysis/Modeling -$200,000.

Fiscal Impact: Utilities has $400,000 budgeted and approved to complete the Hydraulic Modeling for Potable Water and Waste Water Hydraulic Modeling.

403.5000.533-31.90 - US2403 - Water Distribution System Hydraulic Analysis/Modeling - $200,000
403.5000.535-31.90 - US2403- Force Main System Hydraulic Analysis/Modeling -$200,000

Attachments:
R25-041 Agenda_Item_2642-2025_Resolution_to_approve_Task_Order_with_Carollo_Engineers.docx
Signed_Task_Order_FOrm.pdf
RFQ CW24-001 General Eng Consulting Svs - Contract -Carollo Engineers- signed.pdf
BBU Wastewater and Water Models Update and Calibration Exhibits A-C.pdf

RESOLUTION NO. R25-041

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING TASK ORDER NO. GESUT-3C-03-25 FOR CAROLLO ENGINEERS, INC. TO UPDATE AND CALIBRATE THE CITY'S WASTEWATER AND POTABLE WATER MODELS AND SERVICES, AND TO CONVERT THE CITY'S WASTEWATER MODEL FROM INNOVYZE INFOSWMM TO BENTLEY SEWERGEMS AND THE POTABLE WATER MODEL FROM INNOVYZE INFOWATER TO BENTLY WATERGEMS, FOR AN AMOUNT NOT TO EXCEED $400,000; AUTHORIZING THE MAYOR EXECUTE THE TASK ORDER AND ANY FUTURE DOCUMENTS ASSOCIATED WITH THE TASK ORDER THAT DO NOT INCREASE THE CITY'S FINANCIAL OBLIGATIONS, SUBJECT TO THE APPROVAL OF THE CITY ATTORNEY; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of Boynton Beach Utilities Department requests the approval of Task Order No. GESUT-3C-03-25 for Carollo Engineers, Inc. ("Vendor"), utilizing the General Engineering Consulting Services Agreement with the City, to perform a comprehensive review and update of the City's existing hydraulic models; and

WHEREAS, the City owns and operates a wastewater collection system and a potable water distribution system, both of which have not been updated nor calibrated in nine (9) years, which the City wishes to continue to use as tools to evaluate the performance of existing infrastructure and plan for future development and/or flow conditions; and

WHEREAS, the City desires a better understanding of the impact of wet weather on its master wastewater conveyance infrastructure to improve resiliency, including the update and calibration of its hydraulic models; and

WHEREAS, the approval of Task Order No. GESUT-3C-03-25 will provide the necessary data and insights to better manage and optimize the City's water systems, specifically in terms of flow, pressure, and capacity; and

WHEREAS, the enhancement of the City's water system models will enable to proactively address system vulnerabilities, identify bottlenecks, and prepare for future demands as the City community grows; and

WHEREAS, by updating its hydraulic models, the City can identify and prevent service

disruptions or failures, provide essential data to guide future infrastructure projects, upgrades, and expansions, to better allocate resources for maintenance and repair, to anticipate and manage emergencies related to water and wastewater systems, to ensure compliance with state and federal regulations governing water systems, to reduce unnecessary expenditures on reactive repairs and inefficient system upgrades, and to benefit City residents by providing more reliable water and wastewater services; and

WHEREAS, the total cost of Task Order No. GESUT-2C-04-25 is not to exceed $400,000; and

WHEREAS, upon recommendation of staff, the City Commission finds it in the best interest of the citizens and residents of the City to approve Task Order No. GESUT-3C-03-25, and to authorize the Mayor to execute the Task Order and any amendments that do not increase the City's financial obligations, subject to review by the office of the City Attorney for legal sufficiency.

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

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

SECTION 2. The City Commission approves Task Order No. GESUT-3C-03-25, attached as Exhibit A, and authorizes the Mayor to execute the Task Order and any amendments that do not increase the City's financial obligations, subject to review by the office of the City Attorney for legal sufficiency.

SECTION 3. This Resolution shall become effective as provided by law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of February, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Form of Task Order

CITY OF BOYNTON BEACH
General Engineering Consulting Services Task Order
Task Order No. GESUT-3C-03-25

Consultant: **Carollo Engineers**

1. **Task/Project**. Task Order No. GESUT-3C-03-25 Wastewater and Potable Water Models Update and Calibration

2. **Detailed Scope of Professional Services**.
A detailed scope of services under this Task Order, in accordance with the phases of service detailed in the Agreement, is attached as **Exhibit A**

3. **Deliverables and Schedule**.
For study/design related services: Consultant shall deliver to the City the deliverables specified at the time indicated on the attached **Exhibit B.**

For project administration services: Consultant shall provide project/construction administration services in accordance with the Agreement and project schedule.

4. **Compensation**.
The total estimated construction costs of the Project or the cost of the study or report for this Task Order may not exceed the amounts set forth in Section 287.055, Florida Statutes.

The total Fee to be paid to the Consultant under this Task Order shall not exceed $400,000.00, based on the hourly rates currently in effect under the Agreement.

A detailed fee schedule is attached as **Exhibit C.**
The payment schedule (based on deliverables) is attached as **Exhibit N/A**.

5. **Agreement Reference**.
This Task Order shall be performed under the terms and conditions described within the General Engineering Consulting Services Agreement, dated November 19, 2024, by and between the City of Boynton Beach and Carollo Engineers, Inc. ("Consultant"), Contract No. CW24-001.

6. **Insurance**.
Consultant shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the City as of the date of this Task Order.

7. **Exhibits**.
All attached Exhibits are incorporated fully into this Task Order and the Agreement.

8. **Notice to Proceed** ***(Task Order Form and Purchase Order).***

☒ If checked, Consultant's receipt of a fully-executed copy of this Task Order and Purchase Order (PO) shall serve as the Notice to Proceed under this Task Order, effective as of the date the fully-executed Task Order was emailed to the Consultant.

☐ If checked, Consultant shall commence Services under this Task Order as specified in a forthcoming Purchase Order (PO) and Notice to Proceed.

CONSULTANT:

By: Elizabeth Fujikawa, PE Digitally signed by Elizabeth Fujikawa, PE Date: 2025.01.15 18:07:24 -05'00'

Elizabeth Fujikawa

Print Name: _____

Date: January 15th, 2025

CITY OF BOYNTON BEACH

By: _____

Ty Penserga, Mayor

Date: _____, 2025

City Attorney's Office
Approved as to form and legality
By: _____

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 a Certificate is provided upon selection of vendor.)* Thefollowing 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 orlower 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
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse Products		
Completed Operations Contractual		
Independent Contractors Fire		
Legal Liability		
Professional Liability	Aggregate	$ 1,000,000.00
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employe	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified		to be determined

INSURANCE ADVISORY FORM

GENERAL ENGINEERING CONSULTING SERVICES AGREEMENT

This Agreement ("Agreement"), is entered into between the **City of Boynton Beach**, a municipal corporation organized and existing under the laws of Florida, with a business address of **100 East Ocean** Ave., Boynton Beach, FL 33435, hereinafter referred to as "CITY", and **CAROLLO ENGINEERS, INC**. a [type of entity: corporation] authorized to do business in the State of Florida, with a business address of **2056 Vista Parkway, Suite 150, West Palm Beach, FL 33411**, hereinafter referred to as "VENDOR". In consideration of the mutual benefits, terms, and conditions hereinafter specified, the Parties agree as set forth below.

WHEREAS, the CITY solicited proposals for a non-exclusive agreement to perform General Engineering Consulting Services, and

WHEREAS, the CITY issued a **Request for Qualification for General Engineering Consulting Services**; and

WHEREAS, RFQ No. CW24-001 defined Scope of Services for General Engineering Consulting Services; and

WHEREAS, the CITY determined that VENDOR was qualified for appointment to perform the scope of services set forth in RFQ No. CW24-001; and

WHEREAS, the CITY Commission on **July 16, 2024**, determined that VENDOR was qualified for appointment to perform the scope of services set forth in the Request For Qualifications RFQ No. CW24-001; and

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties agree as follows:

1. SERVICES AND RESPONSIBILITIES.

1.1 VENDOR hereby agrees to perform the General Engineering Consulting Services, by way of individual Task Orders, at the request of the CITY during the term of this Agreement as more particularly described in the **Request for Qualifications RFQ No. CW24-001 for General Engineering Consulting Services**, which is incorporated herein by reference.

The specific projects that may be assigned to the VENDOR are in conjunction with the specific ☒ box next to the Scope Category:

☒Scope Category A Water Plant Modifications, Capacity and Operations Evaluation
☒Scope Category B Infrastructure Improvements and Evaluations
☒Scope Category C Ancillary Studies and Services
☐Scope Category D Transportation Services
☐Scope Category E Architectural Services
☐Scope Category F Hydrogeological Services
☐Scope Category G Green Infrastructure, Sustainability, and Resiliency Services
☐Scope Category H Geotechnical Services
☐Scope Category J Civil Land Development Services
☐Scope Category K Recreation and Parks Services

1.2 The VENDOR agrees to perform work assigned by Task Order(s) (the "Services") under such terms as set forth in the Task Order(s). The Task Order Form is attached hereto as **Exhibit A**. The terms of the Task Order(s) shall be supplemental to the terms of this Agreement.

1.3 VENDOR shall furnish all services, labor, equipment, supplies, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all Services performed under this Agreement shall be done in a professional manner.

1.4 VENDOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional and ethical guidelines established by their profession. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises VENDOR thereof in writing, VENDOR agrees to re-perform such deficient services without charge to the CITY.

1.5 The relationship between CITY and VENDOR created hereunder and the services to be provided by VENDOR pursuant to this Agreement are non-exclusive. CITY shall be free to pursue and engage similar relationships with other VENDORS to perform the same or similar services performed by VENDOR hereunder, so long as no other consultant shall be engaged to perform the specific project(s) assigned to VENDOR while VENDOR is so engaged without first terminating such assignment. VENDOR shall be free to pursue relationships with other parties to perform the same or similar services, whether or not such relationships are for services to be performed within the CITY, so long as no such relationship shall result in a conflict of interest, ethical or otherwise, with the CITY's interests in the services provided by VENDOR hereunder.

1.6 The VENDOR is responsible for defects in its work and in the work of its Sub consultants'.

1.7 **PRELIMINARY SERVICES PHASE:** The VENDOR shall prepare preliminary studies and reports, feasibility studies, financial and fiscal studies, and evaluation of existing facilities, preparation of schematic layouts and sketches where required; develop construction budgets, opinions of Probable Construction Cost, and shall consult and confer with the CITY as may be necessary for the CITY to reach decisions concerning the subject matter. The VENDOR shall attend meetings with the CITY Commission and CITY staff as may be required, and provide the CITY with a time schedule which shall include but not be limited to submittal of all milestones related to the project up to delivery of 100% construction documents.

1.7.1 During the preliminary services phase, the VENDOR shall advise the CITY, based on VENDOR'S professional opinion and the current project conditions and reasonably foreseeable conditions of the completeness of existing data and its suitability for the intended purposes of the project; VENDOR to obtain data from other sources; identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project; provide analyses of the CITY'S needs for surveys; perform site evaluations and comparative studies of prospective site and solutions; and prepare and furnish a report to the City setting forth the VENDOR'S findings and recommendations.

1.7.2 Preliminary design services to be performed by the VENDOR shall include consultation and advice concerning the extent and scope of proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable Construction Costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate. Up to six (6) copies of the preliminary design documents shall be furnished to the CITY, the exact number needed shall be determined by the CITY.

1.7.3 VENDOR shall provide environmental assessment and impact statements as required to determine the suitability of the site and its surrounds for the proposed project; and/or

1.7.4 Upon authorization of the CITY, the VENDOR will provide advice and assistance relating to operation and maintenance of project or other systems; evaluate and report on operations; assist the CITY in matters relating to regulatory agency operations review or operating permit non-compliance; assist with startup and operator training for newly installed or modified equipment and processes, and in the preparation of operating, maintenance and staffing manuals for the project.

1.8 **BASIC SERVICES:** The VENDOR shall consult and advise the CITY in the following manner: specifying the extent and scope of the work to be performed; prepare detailed construction drawings and specifications; revise and update, where necessary, previously designed construction plans and specifications, whether in whole or in part, to be incorporated into the proposed work and prepare construction documents and final estimate of probable Construction Cost. The final design services shall be provided in an electronic format, and shall also include furnishing up to six (6) copies of plans and specifications to the CITY; the exact number needed shall be determined by the CITY.

1.9 **FINAL DESIGN SERVICES** shall also include preparation of permit applications as may be required by such agencies as have legal review authority over the project. These applications shall include but not be limited to site plan approvals or other permits and work efforts and shall also consist of meetings at staff level and meetings with the appropriate governing body and the CITY. Unless specifically provided for under the final design phase, permit application services do not include applications requiring environmental impact statements or environmental assessments, consumptive use permits, and landfill permits.

1.9.1 The VENDOR based upon the approved design documents and any adjustments authorized by the CITY in each project, project schedule, or construction budget shall prepare for approval by the CITY, design development documents consisting of drawings and other documents to fix and describe the size and character of each project's civil engineering, environmental, landscape, architectural, structural, mechanical, and electrical systems, and any other requirements or systems, materials and such other elements as may be appropriate for a complete project. The VENDOR shall also advise the CITY of any adjustments to the preliminary estimate of probable Construction Costs.

1.9.2 The VENDOR based on CITY approved design development documents and any further adjustments in the scope or quality of the project or in the construction budget shall prepare Construction Documents within the number of calendar days specified within any notice issued by the CITY. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for the construction of the project.

1.9.3 The VENDOR shall assist the CITY in the preparation of the necessary proposal information and forms.

1.9.4 The VENDOR shall advise the CITY of any adjustments to previous estimates of probable Construction Costs indicated by changes in codes, administrative and jurisdictional requirements of general market conditions.

1.9.5 The VENDOR shall submit to the CITY for each project, electronic format and up to six (6) copies of the Construction Documents, and a further revised estimate of total probable Construction Cost.

1.9.6 VENDOR shall include in the Construction Documents a requirement that the construction contractor shall provide a final as-built survey of the project in Autocad electronic format by a registered Land Surveyor, and provide marked-up construction drawings to the VENDOR so that the VENDOR can prepare and deliver to the CITY the record drawings in the form required by the CITY and as required.

1.9.7 Prior to final approval of the Construction Documents by the CITY, the VENDOR shall conduct a thorough review and quality control evaluation of the entire work product for compliance with the requirements of any local, state, or federal agency from which a permit or other approval is required. The VENDOR shall make sure that all necessary approvals have taken place.

1.9.8 Prior to each phased submittal, the VENDOR shall conduct a thorough quality control review and assessment of the work product to determine whether the work is properly coordinated and confirm that the CITY and agency comments have been addressed and incorporated into the Contract Documents. The VENDOR shall provide to the

CITY a Quality Assurance and Quality Control plan in a format that advises the CITY that all work has been performed as required. A report shall be submitted in accordance with those standards to apprise the CITY that due care has been taken in the preparation of the Contract Documents.

1.9.9 The VENDOR shall signify responsibility for the Contract Documents including technical specifications and drawings prepared pursuant to this Agreement by affixing a signature, date and seal as required by Florida Statutes Chapters 471 and 481, if applicable. The VENDOR shall comply with all of its governing laws, rules, regulations, codes, directives, and other applicable federal, state, and local requirements in preparation of the work.

1.10 The VENDOR shall provide the construction documents, technical specifications, and drawings completed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

1.11 The VENDOR, following the CITY's approval of the Construction Documents and the latest estimate of probable Construction Cost, shall, when so directed and authorized by the CITY, assist the CITY in obtaining proposals or negotiated proposals and assist in preparing contracts for construction.

1.11.1 The VENDOR shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the CITY'S Procurement Administrative Policy Manual.

1.11.2 Any Opinion of the Construction Cost prepared by VENDOR represents its judgment as a design professional and is supplied for the general guidance of the CITY. Since VENDOR has no control over market conditions, VENDOR does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CITY. If the project is not advertised for proposals within three (3) months after delivery of Final Design Plans, through no fault of the VENDOR or if either local market conditions or industry-wide prices have changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted as determined by the CITY'S Representative and as approved by the CITY, if necessary. Additionally, if the CITY expands a project scope of work after the VENDOR renders the Final estimated probable Construction Cost of the Final Design Plans, the VENDOR shall not be responsible for any redesign without compensation, which shall be mutually agreed to by the parties hereto.

1.11.3 The VENDOR shall provide the CITY with a list of recommended prospective bidders.

1.11.4 The VENDOR shall attend all pre-proposal/per-bid conferences.

1.11.5 The VENDOR shall recommend any addenda, through the CITY'S representative as appropriate, to clarify, correct, or change proposal documents.

1.11.6 If Pre-Qualification of bidders is required as set forth in the Request for Proposals, Request for Qualifications or Invitation to Bid (two-step bid process), VENDOR shall assist the CITY, if requested in developing qualifications criteria, review qualifications and recommend acceptance or rejection of the bidders.

1.11.7 If requested, VENDOR shall evaluate proposals and bidders, and make recommendations regarding any award by the CITY.

1.12 The CITY shall make decision on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the work after receiving a recommendation from the VENDOR. The VENDOR shall check schedules, shop drawings and other submissions for the limited purpose of checking conformance with the concept of the project, and for compliance with the information given by the Construction Documents. The VENDOR shall also review change orders prepared and submitted by

Contractor and review and make recommendations to the City for progress payments to the Contractor based on each project schedule of values and the percentage of work completed. The VENDOR will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the construction of the assigned task order projects.

1.12.1 The CITY shall maintain a record of all change orders, which shall be categorized to the various types, causes, etc. that may be determined useful and necessary for its purpose.

1.12.2 If the VENDOR is not the Construction Manager for the construction, the CITY shall notify the VENDOR within three (3) business days of the discovery of any architectural/engineering error or omission so that the VENDOR can be part of the negotiations resolving the claim between the CITY and the Contractor.

1.13 The VENDOR shall carefully review and examine the Contractor's schedule of values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced schedule of values which allocates greater value to certain elements of each project than is indicated by industry standards, supporting documentation, or data. If the schedule of values is not found to be appropriate, it shall be returned to the Contractor for revision for supporting documentation. After making such examination, when the schedule of values is found to be appropriate, the VENDOR shall sign the schedule of values indicated in the belief that the schedule of values constitutes a reasonable, balanced basis for payment of the Application for Payment to the Contractor.

1.14 The VENDOR shall perform on-site construction observation of each project based on the Construction Documents in accordance with paragraph 1.19 "Resident Project Services" of this Agreement. The VENDOR observation shall determine the progress of the work completed, and whether the work is proceeding in a manner indicating that the work when fully competed will be in accordance with the Construction Documents. On the basis of site visits, the VENDOR will provide the CITY with a written report of each site visit in order to reasonably inform the CITY of the progress of the portion of the work completed. The VENDOR shall endeavor to identify for the CITY any defects and deficiencies in the work of contractors, and make written recommendation to the CITY where the work fails to conform to the Construction Documents. The VENDOR shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures. or for safety precautions and programs in connection with the work, nor shall the VENDOR be responsible for the Contractor's failure to perform the work in accordance with the requirements of the Contract Documents. The VENDOR shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Based on such observation and the Contractor's Application for Payment, the VENDOR shall determine the amount due to the Contractor and shall issue Certificates for Payment in such amount. These Certificates will constitute a representation to the CITY based on such observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate of Payment, the VENDOR will also represent to the CITY that to the best of its information and belief, based on what its observation has revealed, the work is in accordance with the Construction Documents. The VENDOR shall conduct observations to determine the dates of substantial and final completion and issue a recommendation for final payment.

1.15 The VENDOR shall revise the Construction drawings and submit record or corrected drawings to the CITY to show those changes made during the construction process based on the marked up prints, drawings, and other data furnished by the Contractor. The record drawings shall be provided in electronic format inclusive of conformed PDF files and AutoCad files in a form compatible with the CITY'S version of AutoCad formats for archival purposes.

1.16 The VENDOR shall attend regularly scheduled progress meetings on site bi-monthly or as otherwise determined based on a specific need established prior to construction by the CITY.

1.17 The VENDOR shall review change orders prepared and submitted by the Contractor for the CITY'S approval. VENDOR shall not authorize any changes in the work or time, no matter how minor, without prior written approval by the CITY.

1.18 Each project's construction or demolition shall be considered complete upon compilation of a punchlist by VENDOR, which shall be timely completed by Contractor to the satisfaction of the CITY, written notification to Contractor by VENDOR that all releases of liens are satisfied, and written recommendation by VENDOR for final payment to the Contractor which shall be at the sole discretion of the CITY.

1.19 **RESIDENT PROJECT SERVICES:** During the Construction progress of any work, the VENDOR will, if authorized by the CITY, provide resident project observation services to be performed by one or more authorized employees ("Resident Project Representative") of the VENDOR. Resident Project Representatives shall provide extensive observation services at the project site during construction. The Resident Project Representative will endeavor to identify for the CITY any defects and deficiencies in the work of the Contractor(s). Resident project observation services shall include but are not limited to the following:

a. Conducting all pre-construction conferences;
b. Conducting all necessary construction progress meetings;
c. Observation of the work in progress to the extent authorized by the CITY;
d. Receipt, review coordination, and disbursement of shop drawings and other submittals;
e. Maintenance and preparation of progress reports;
f. Field observation and verification of quantities of equipment and materials installed;
g. Verification of contractors' and subcontractors' payrolls and records for compliance with applicable contract requirements;
h. Maintenance at each project site on a current basis of all drawings, specifications, contracts, samples, permits, and other project-related documents, and at the completion of each project, deliver all such records to the CITY;
i. Preparation, update, and distribution of a project budget with each project schedule;
j. Notification to the CITY immediately if it appears that either each project schedule or each project budget will not be met;
k. Scheduling and conducting monthly progress meetings at which CITY, Engineer, general contractor, trade contractor, utilities representatives, and suppliers can jointly discuss such matters as procedures, progress, problems, and scheduling.
l. Recommending courses of action, and enforcing action selected by the CITY, if so directed by the CITY, if the general and/or trade contractors are not meeting the requirements of the plans, specifications, and Construction Contract;
m. Development and implementation of a system for the preparation, review, and processing of change orders;
n. Maintenance of a daily log of each project;
o. Recording the progress of each project, and submission of written monthly progress reports to the CITY, including information on the Contractors' work and the percentage of completion;
p. Determination of substantial and final completion of work and preparation of a list of incomplete and unsatisfactory items, and a schedule of their completion; and
q. Securing and transmitting to the CITY, required guarantees; affidavits; releases; key manuals; record drawings; and maintenance stocks;

The Resident Project Representative shall also investigate and report on complaints and unusual occurrences that may affect the responsibility of the VENDOR or the CITY in connection with the work. The Resident Project Representative shall be a person acceptable to the CITY, and the CITY shall have the right to employ personnel to observe the work in progress, provided, however, that such personnel as employed by the CITY, and such personnel will be responsible directly to the CITY in the performance of work that would otherwise be assumed and performed by the VENDOR. The Resident Project Representative shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, nor shall the Resident Project Representative be responsible for the Contractor's failure to perform the work in accordance with the requirements of the Contract Documents. The Resident Project Representative shall not have control over or charge of,

and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the work.

Although VENDOR shall not be responsible for health or safety programs or precautions related to CITY"s activities or those of CITY's other contractors and consultants or their respective subcontractors and vendors ("Contractors"), VENDOR shall nonetheless report to the Resident Project Representative health and safety conditions or deficiencies observed by VENDOR'S employees or representatives. VENDOR shall not be responsible for CITY's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of VENDOR. VENDOR shall not be responsible for inspecting, observing, or correcting health or safety conditions or deficiencies of CITY, Contractors, or others at the project site ("Project Site") other than for VENDOR's employees, sub-consultants, and vendors.

1.20 ADDITIONAL SERVICES

1.20.1 When additional services are necessary, they shall be specified in the written Task Order. Examples of additional non-exclusive services are:

a. Preparation of applications and supporting documents for private or governmental grants, loans, or advances in connection with any particular project.

b. Services to make measured drawings of or to investigate existing conditions or facilities or to verify the accuracy of drawings or other information furnished by or to the CITY.

c. Services resulting from significant changes in the general scope, extent, or character of any particular project or its design, including but not limited to changes in size, complexity, the CITY's schedule, character of construction or method of financing, and revising previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes to laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the VENDOR'S control.

d. Providing renderings or models for the CITY's use.

e. Preparing documents for alternate Proposals requested by the CITY for work that is not executed for documents for out-of-sequence work.

f. Investigations and studies involving but not limited to, detailed considerations of operations, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a project; evaluating processes available for licensing and assisting the CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by the CITY.

g. Assistance in connection with Proposal/proposal protests, re-bidding or re-negotiating contracts for construction, materials, equipment, or services, unless the need for such assistance is reasonably determined by the CITY to be caused by the VENDOR (e.g. defective plans and/or specifications which inhibit contractors from submitting proposals) in which event there shall be no additional cost for the provision of such services.

h. Preparing to serve or serving as a VENDOR or witness for the CITY in any litigation, arbitration, or other legal or administrative proceeding.

i. Additional services in connection with a project not otherwise provided for in this Agreement.

j. Services in connection with a field order or change order requested by the CITY.

k. Providing artwork, models, or renderings as requested by the CITY.

1.21 When required by the Construction Contract documents in circumstances beyond the VENDOR'S control, and upon the CITY'S authorization, it will furnish the following additional services.

a. Services in connection with work changes necessitated by unforeseen conditions encountered during construction.

b. Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of claims submitted by Contractor, except to the extent such claims are caused by the errors or omissions of the VENDOR.

c. Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or negligent work of any contractor, 3) acceleration of the progress schedule involving services beyond normal working hours, or 4) default by any contractor; provided however, if a fire occurs as a direct result of errors or omissions in the design by the VENDOR or if the VENDOR fails to notify the Contractor of the deficient quality of their workmanship pursuant to VENDOR'S duties as described in the Contract Documents, the VENDOR's additional services shall be deemed part of Basic Services and compensated as such.

d. Services in connection with any partial utilization of any part of a project by the CITY prior to Substantial Completion.

e. Services to evaluate the propriety of substitutions or design alternates proposed by the Contractor and involving methods of construction, materials, or major project components either during bidding and/or Negotiation services or Construction Contract award. The cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

f. Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, unless such substitutions are due to a design error by the VENDOR in which case such services shall be deemed Basic Services. Except when caused by a design error by the VENDOR, the cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

1.22 **CITY'S RESPONSIBILITIES**

1.22.1 The CITY shall do the following in a timely manner so as not to delay the services of the VENDOR:

1.22.2 Designate in writing a person or persons to act as the CITY's representative with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions and receive information with respect to the VENDOR'S services for a particular project. The CITY may have multiple CITY Representative(s) or project managers during the performance of this Agreement based on the specific Task Orders from each of the Scope Categories.

1.22.3 Provide all criteria and full information as to the CITY's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

1.22.4 Assist the VENDOR by providing, at the VENDOR's request, all available information pertinent to the Project, including previous reports and any other data relative to the design or construction of the project.

1.22.5 Furnish to the VENDOR, if required for the performance of VENDOR's services (except where otherwise furnished by the VENDOR as Additional Services), the following:

1.22.6 Data prepared by, or services of others, including without limitations borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, and inspection of samples, materials, and equipment;

1.22.6.1 Appropriate professional interpretations of all of the foregoing;

1.22.6.2 Environmental assessment and impact statements;

1.22.6.3 Property, boundary, easement, right-of-way, topographic and utility surveys;

1.22.6.4 Property descriptions;

1.22.6.5 Zoning, deed, and other land use restrictions;

1.22.6.6 Approval and permits required in the CITY's jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the VENDOR; and

1.22.6.7 Arrange for access to make all provisions for the VENDOR to enter upon the CITY's property as required for the VENDOR to perform services under this Agreement.

1.22.6.8 Consistent with the professional standard of care and unless otherwise specifically provided herein, VENDOR shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

1.23 **SEQUENCE OF EVENTS**

1.23.1 Following receipt of any Task Order, the VENDOR shall submit to the CITY, at least five (5) business days prior to actual commencement of services, a schedule of services and expenses for approval by the CITY before any services commence. The CITY reserves the right to make changes to the sequence as necessary to facilitate the services or to minimize any conflict with operations.

1.23.2 Task Orders will be issued to the VENDOR in the order in which the CITY wishes, and shall be performed and completed in the order they are issued, unless otherwise specifically permitted by the CITY. Minor adjustments to the timetable for completion approved by the CITY in advance, in writing, shall not constitute non-performance by VENDOR pursuant to this Agreement.

1.23.3 In accordance with the CITY's Purchasing Policy Manual, proposals received by the VENDOR as a result of a Task Order that exceeds the Procurement threshold amount, will require approval from CITY Commission before the execution of services.

1.23.4 When the CITY issues Task Orders to the VENDOR, each authorization shall contain a stated completion schedule. If caused by the negligent errors or omissions of VENDOR, failure of the VENDOR to meet the stated schedule shall constitute a default for which payment for services may be withheld until default is cured. Time extensions will be reviewed upon request for extenuating circumstances.

1.23.5 It is anticipated and intended that the VENDOR will be authorized to begin new Task Order(s) on a "rolling" basis, as some already assigned Task Orders near timely completion. If a subsequent Task Order is issued to the VENDOR before it has completed the current Task Order, the completion date for each Task Order will remain independent of each other so that the VENDOR will prioritize the uncompleted Task Order from the first Task Order and finish as soon as practical. Failure to

complete the “older” Task Orders in a timely manner may adversely impact continued early authorization to start subsequent work.

1.23.6 When the VENDOR has exceeded the stated completion date, including any extension for extenuating circumstances, which may have been granted, a written notice of Default will be issued within seven (7) calendar days of the date that the default became active with a requirement of seven (7) calendar days to cure said default, to the VENDOR and payment for services rendered shall be withheld until such time that the CITY has determined that default has been cured.

1.23.7 Should the VENDOR exceed the assigned completion time, the CITY reserves the right not to issue to the VENDOR any further Task Order(s) until such time as it is no longer in default and the VENDOR has demonstrated to the CITY’s satisfaction, the reasons for tardy completion have been addressed and are not likely to be repeated in subsequent Task Orders. This restricted issuance provision may result in the VENDOR not being issued all of the planned work the CITY anticipated in this Agreement. The VENDOR shall have no right to the balance of any work or to any compensation associated with these non-issued Task Orders due to the VENDOR being rendered in default.

1.23.8 Should the VENDOR remain in default for a period of fifteen (15) consecutive calendar days beyond the time frame provided in Paragraph 1.23.6, the CITY may at its sole option retain another VENDOR to perform any Services arising out of this Agreement and/or terminate this Agreement.

1.24 DEFINITION OF DEFAULT

1.24.1 An event of default shall mean a material breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a material breach, an event of default shall include the following:

a. VENDOR has not performed services on a timely basis due to VENDOR’s negligent errors or omissions;
b. VENDOR has refused or failed to supply enough properly skilled personnel;
c. VENDOR has failed to make prompt payments to VENDOR’s sub-consultants or suppliers for any services after receiving payment from the CITY for such services or supplies;
d. VENDOR has failed to obtain the approval of the CITY where required by this Agreement;
e. VENDOR has refused or failed to provide the services as defined in this Agreement;
f. VENDOR has filed bankruptcy or any other such insolvency proceeding and the same is not discharged within ninety (90) calendar days of such date;
g. CITY has failed to make payments to VENDOR in accordance with the requirements of this Agreement;

1.24.2 In the event of Default, the VENDOR shall be liable for all damages resulting from the Default including:

a. The difference between the amount that has been paid to the VENDOR and the amount required to complete the VENDOR’s Services, provided the fees by the firm replacing the VENDOR are reasonable and the hourly rates do not exceed the VENDOR’S rates. This amount shall also include procurement and administrative costs incurred by the CITY.

b. In the event of default by the City, VENDOR may suspend the Services pending receipt of such payment.

1.24.3. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of

the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

1.25 VENDOR shall not utilize the services of any sub-consultant without the prior written approval of CITY.

1.26 The CITY's Representative during the performance of this Agreement shall be ____.

1.27 The VENDOR's Representative during the performance of the Agreement shall be _____.

2. **TERM.** The initial Agreement period shall be for an initial term of two (2) years, commencing on **11/19/2024**, and shall remain in effect through **11/18/2026**. The City reserves the right to automatically renew the Agreement for two (2) two-year renewals subject to termination clause(s) as provided herein. The City requires firm fixed rates for the initial agreement term. Either party must give a sixty calendar day(s) written notice prior to the Agreement anniversary date of the intent to not renew for the renewal term. The initial term and any exercised renewal terms are collectively referred to as the "Term." Automatic renewal terms will be based on the same terms, conditions, pricing, specifications, and services herein. The VENDOR understands and acknowledges that all services to be performed will be governed by this Agreement and that there is no guarantee of any assignment, minimum amount of professional services, compensation, or future work being given to the VENDOR.

3. **Limited Term Extension**: The CITY may, at its sole discretion and without further City Commission action, extend the term of this Agreement for an additional one-hundred and eighty (180) calendar days (the "limited term extension") by filing a written notice signed by the Vendor and the City's Purchasing Department. At no time shall this limited term extension extend more than one-hundred eighty (180) calendar days beyond the expiration date of this Agreement without further City Commission approval. The VENDOR will be reimbursed for these services at the rate in effect when this limited term extension clause was invoked by the CITY.

4. **TIME OF PERFORMANCE / METHOD OF ORDERING SERVICES.**

4.1. Services under this Agreement shall commence upon the CITY's written notice to the VENDOR through an executed Task Order. The VENDOR shall perform all Services and provide all work products required pursuant to this Agreement and the specific Task Order by the sequence of events, or unless the CITY grants an extension of time in writing.

4.2. Limitations. No Task Order issued under this Agreement will be valid if the estimated construction cost of the specific project or the study activity fee exceeds the amounts set forth in Section 287.055, Florida Statutes.

4.3. VENDOR shall complete each Task Order executed during the Term without regard to whether such completion would cause Services to be performed after the expiration date of this Agreement. Any Task Order for which performance extends beyond the Term may be amended after that expiration date, provided that any additional Services, time, and compensation are permitted under this Agreement. The terms and conditions of this Agreement shall continue to govern Task Orders notwithstanding the expiration of this Agreement.

5. **PAYMENT**. The VENDOR shall be paid by the CITY for completed work and for Services rendered as follows:

a. Payment for the Services provided by VENDOR shall be made in accordance with the Fee Schedule as provided in **Exhibit B** attached hereto.

b. Payment as provided in this section by the CITY shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment, and incidentals necessary to complete the Services.

c. Compensation for vendor's sub-consultants will be negotiated based on each Task Order. Compensation will be through a direct mark-up in accordance with the Fee Schedule attached

hereto. Sub-consulting services shall be approved by the City's representative in writing prior to performance of the sub-consulting work. Consulting time for processing and management of the VENDOR's sub-consultant shall not be included in direct cost as the direct mark-up is applied for management efforts.

d. The VENDOR may submit invoices to the CITY once per month during the progress of the Srevices for partial payment. Such invoices will be checked by the CITY, and upon approval thereof, payment will be made to the VENDOR in the amount approved.

e. In certain cases where incremental billing for partially completed Services is permitted by the CITY's representative, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

f. Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the VENDOR shall submit a not-to-exceed proposal to the CITY's representative for prior approval based on estimated labor hours and hourly rates, which shall not exceed the established hourly rates set forth in the Fee Schedule, plus any sub-consultant services and other related costs supporting the proposed Services. The CITY shall not be obligated to reimburse the VENDOR for costs incurred in excess of the total not-to-exceed cost amount.

g. Final payment of any balance due to the VENDOR of the total Task Order price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Services under this Agreement and its acceptance by the CITY.

h. Final Invoice: In order for both parties herein to close their books and records, the VENDOR will clearly state "Final Invoice" on the VENDOR's final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any other further charges, if not properly included on this invoice, are considered waived by the VENDOR.

i. The VENDOR's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the CITY and State for a period of five (5) years after the termination of the Agreement. Copies shall be made available upon request.

j. Hourly rates shall remain fixed and firm for the initial two (2) year period of this Agreement. Cost of subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes as determined by the City, have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumer Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be based on the latest index published and available ninety (90) calendar days prior to the end of the Agreement year then in effect, compared to the index for the same month one (1) year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) calendar days prior to the Agreement anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of this Agreement. In the event the CPI or industry costs decline, the CITY shall have the right to receive from the VENDOR, a reasonable reduction in costs that reflect such changes in the industry. All rate increases above 2% must be approved by the City Commission on the recommendation of the Director of Financial Services.

k. The CITY may after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Agreement may be canceled by the CITY upon giving thirty (30) calendar days' written notice to the VENDOR.

l. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

6. **OWNERSHIP AND USE OF DOCUMENTS.** Upon completion of any project / Task Order and final payment to VENDOR, all documents, drawings, specifications, and other materials produced by the VENDOR in connection with the services rendered under this Agreement shall be the property of the CITY whether the project for which they are made is executed or not. Notwithstanding the foregoing, the VENDOR shall maintain the rights to reuse standard details and other design copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with VENDOR's endeavors. Any use of the documents for purposes other than as originally intended by this Agreement, without the written consent of VENDOR, shall be at the CITY's sole risk and without liability to VENDOR and VENDOR's sub-consultants.

7. **FUNDING.** This Agreement shall remain in full force and effect only as long as the expenditures provided in the Agreement have been appropriated by the CITY in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

8. **WARRANTIES AND REPRESENTATIONS.** VENDOR represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Agreement and that it will retain and assign qualified professionals to all assigned projects during the term of this Agreement. VENDOR's Services shall meet or exceed the standard of care and skill ordinarily used by members of VENDOR's profession practicing under similar circumstances. In submitting its response to the RFQ, VENDOR has represented to CITY that certain individuals employed by VENDOR shall provide services to CITY pursuant to this Agreement. CITY has relied upon such representations. Therefore, VENDOR shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent may be withheld in the sole and absolute discretion of the CITY.

9. **COMPLIANCE WITH LAWS.** VENDOR shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances, and regulations that are applicable to the services to be rendered under this Agreement.

10. **INDEMNIFICATION.**

A. The VENDOR shall indemnify and hold harmless CITY and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of VENDOR or other persons employed or utilized by VENDOR in the performance of this Agreement. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidential, indirect, or consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.

B. The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

C. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Fla. Stat., as may be amended from time to time.

PURSUANT TO FLORIDA STATUTE, NO INDIVIDUAL DESIGN PROFESSIONAL EMPLOYED BY OR ACTING AS AN AGENT OF VENDOR MAY BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM THE NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT

11. **INSURANCE.**

A. During the performance of the services under this Agreement, VENDOR shall maintain the following insurance policies, and provide originals or certified copies of all policies to CITY's Risk Management Director. All policies shall be written by an insurance company authorized to do business in Florida. VENDOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any service pursuant to this Agreement:

a. **Worker's Compensation Insurance**: The VENDOR shall procure and maintain for the life of this Agreement, Worker's Compensation Insurance covering all employees

with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any subcontractor that does not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the City of Boynton Beach, executed by the insurance company.

b. **Comprehensive General Liability**: The VENDOR shall procure and maintain for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent consultants, Products-Completed Operations, and Contractual Liability with specific reference to Article 7, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury, or property damage that could arise directly or indirectly from the performance of this Agreement. VENDOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) calendar days prior written notice to the CITY.

c. **Business Automobile Liability**: The VENDOR shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The VENDOR shall maintain a minimum amount of $1,000,000 combined single limit for bodily injury and property damage liability to protect the VENDOR from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the VENDOR or by anyone directly or indirectly employed by the VENDOR.

d. **Professional Liability (Errors and Omissions) Insurance**: The VENDOR shall procure and maintain for the life of this Agreement in the minimum amount of $1,000,000 per occurrence.

e. **Umbrella/Excess Liability Insurance**: in the amount of $1,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must follow the form of the General Liability, Auto Liability, and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement.

B. VENDOR shall provide the CITY with all Certificates of Insurance required under this section prior to beginning performance under this Agreement. Failure to maintain the required insurance will be considered a default of the Agreement.

C. The CITY shall be named as an additional insured. The coverage shall contain no limitations on the scope of protection afforded to the CITY, its officers, officials, employees, or volunteers. A current valid insurance policy meeting the requirements herein identified shall be maintained during the duration of this Agreement, and shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage in limits except after thirty (30) calendar days prior written notice by either certified mail, return receipt requested, has been given to the CITY.

D. The CITY reserves the right to reasonably require any additional insurance coverage or increased limits as determined necessary by the Risk Management Director. The CITY reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements throughout the term of the Agreement.

12. **INDEPENDENT VENDOR/CONTRACTOR.** The VENDOR and the CITY agree that the VENDOR is an independent vendor/contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither VENDOR nor any employee of VENDOR shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing

to the state industrial insurance program, otherwise assuming the duties of an employer with respect to VENDOR, or any employee of VENDOR.

13. **COVENANT AGAINST CONTINGENT FEES.** The VENDOR warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the VENDOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the VENDOR any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **TRUTH-IN-NEGOTIATION CERTIFICATE.**

    A. Execution of this Agreement by the VENDOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged the VENDOR's most favored customer for the same or substantially similar service.

    B. The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside VENDORs. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

15. **SUBCONTRACTING.**

    A. VENDOR shall not utilize the services of any sub-consultant without the prior written approval of CITY

    B. The CITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. If the VENDOR uses any sub-consultants on this project, the following provisions of this Article shall apply:

    C. If a sub-consultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-consultant to complete the Services in a timely fashion, the VENDOR shall promptly do so, subject to acceptance of the new sub-consultant by the CITY. The substitution of a sub-consultant shall not be adequate cause to excuse a delay in the performance of any portion of this Agreement as set forth in the Scope of Work or applicable Task Order.

    D. The VENDOR, its sub-consultants, agents, servants, or employees agree to be bound by the terms and conditions of this Agreement and its agreement with any sub-consultant for work to be performed for the CITY the VENDOR must incorporate the terms of this Agreement.

16. **DISCRIMINATION PROHIBITED.** The VENDOR, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

17. **ASSIGNMENT.** The VENDOR shall not sublet or assign any of the services covered by this Agreement without the express written consent of the CITY.

18. **NON-WAIVER.** A waiver by either CITY or VENDOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19. **TERMINATION.**

A. **Termination for Convenience**. This Agreement may be terminated by the CITY for convenience, upon fourteen (14) calendar days of written notice by the terminating party to the other party for such termination in which event the VENDOR shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. In the event that the VENDOR abandons the Agreement or causes it to be terminated, the VENDOR shall indemnify the CITY against loss pertaining to this termination.

B. **Termination for Cause**. In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should VENDOR 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) calendar days after receipt by VENDOR of written notice of such neglect or failure.

20. **DISPUTES.**

A. Any and all legal action necessary to enforce the terms of this Agreement shall be governed by the laws of the State of Florida. Any legal action arising from the terms of this Agreement shall be submitted to a court of competent jurisdiction exclusively located in Palm Beach County.

B. **Correction of Work**. If, in the judgment of CITY, work provided by VENDOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that VENDOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

C. **Remedies in Default**. In case of default by VENDOR, CITY shall notify VENDOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct VENDOR to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect, or default is not cured within seven (7) calendar days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify VENDOR of such declaration of default and terminate the Agreement.

a. Upon such declaration of default, all payments remaining due VENDOR at the time of default, less all sums due CITY for damages suffered or expenses incurred by reason of default, shall be due and payable to VENDOR.

b. CITY may complete the Agreement, or any part thereof, either by day labor, use of a subcontractor, or by re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to VENDOR together with the costs incident thereto to such default.

c. In the event CITY completes the Agreement at a lesser cost than would have been payable to VENDOR under this Agreement, if the same had been fulfilled by VENDOR, CITY shall retain such differences. Should such cost to CITY be greater, VENDOR shall pay the amount of such excess to the CITY.

d. Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by VENDOR fails to meet reasonable standards of the trade after CITY gives written notice to the VENDOR of the deficiencies as set forth in the written notice within thirty (30) calendar days of the receipt by VENDOR of such notice from CITY.

21. **UNCONTROLLABLE FORCES.**

21.1 Neither the CITY nor VENDOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term “Uncontrollable Forces” shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood,

earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

21.2 Neither party shall, however, be excused from performance if non-performance is due to forces, which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

22. **CITY PROVIDED INFORMATION AND SERVICES.**

22.1 CITY shall furnish VENDOR available studies, reports, and other data pertinent to VENDOR'S services; obtain or authorize VENDOR to obtain or provide additional reports and data as required; furnish to VENDOR services of others required for the performance of VENDOR's Services hereunder, and VENDOR shall be entitled to use and rely upon all such information and services provided by CITY or others in performing VENDOR's Services under this Agreement.

23. **ESTIMATES AND PROJECTIONS.**

23.1 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, VENDOR has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, VENDOR makes no warranty that CITY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from VENDOR's opinions, analyses, projections, or estimates.

24. **THIRD PARTIES.**

24.1 The services to be performed by VENDOR are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on VENDOR's performance of its services hereunder, and no right to assert a claim against VENDOR by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of VENDOR's services hereunder.

25. **NOTICES**. Notices to the CITY shall be sent to the following address:

Daniel Dugger, City Manager
City of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, FL 33435
Telephone No. (561) 742-6000

Notices to VENDOR shall be sent to the following address:

ATTN:	Elizabeth Fujikawa
	Carollo Engineers, Inc.
Address:	2056 Vista Parkway
	Suite 150
	West Palm Beach, FL 33411
Phone:	561-868-6400
Email:	efujikawa@carollo.com

26. **INTEGRATED AGREEMENT.** This Agreement, together with RFQ and any addenda and/or attachments, represents the entire and integrated Agreement between the CITY and the VENDOR and supersedes all

prior negotiations, representations, or agreements, written or oral. This Agreement may be amended only by written instrument signed by both CITY and VENDOR.

27. **PUBLIC RECORDS.** The CITY is a public agency subject to Chapter 119, Florida Statutes. The VENDOR shall comply with Florida's Public Records Law. Specifically, the VENDOR 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 Agreement term and, following completion of the Agreement, VENDOR shall maintain in a secured manner all copies of such confidential and exempt records remaining in its possession once the VENDOR transfers the records in its possession to the CITY; and

    D. Upon completion of the Agreement, VENDOR shall transfer to the CITY, at no cost to the CITY, all public records in VENDOR's possession. All records stored electronically by VENDOR 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.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
TELEPHONE: 561-742-6060
CityClerk@bbfl.us

28. E-VERIFY.

28.1 VENDOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

Definitions for this Section:

A. "Contractor, Vendor, Proposer, Consultant" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for a salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

B. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for a salary, wages, or other remuneration.

C. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

28.1.2 Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the Agreement;

B. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

C. By entering into this Agreement, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

28.1.3 Contract Termination. If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1), Fla. Stat., the contract shall be terminated

29. **SCRUTINIZED COMPANIES 287.135 and 215.473.** By execution of this Agreement, VENDOR certifies that VENDOR is not participating in a boycott of Israel. VENDOR further certifies that VENDOR is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has VENDOR been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to VENDOR of the CITY's determination concerning the false certification. VENDOR shall have five (5) calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, VENDOR shall have ninety (90) calendar days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If VENDOR does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

30. **SOVEREIGN IMMUNITY.** Nothing contained herein is intended to serve as a waiver of sovereign immunity by the CITY or as a waiver of limits of liability or rights the CITY may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

31. **CONFLICTS.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of this Agreement, Exhibits, any Task Order, VENDOR's Proposal, or other documents incorporated into this Agreement, such conflict shall be resolved pursuant to the following order of precedence (1) this Agreement, (2) any Task Order, (3) the RFQ, and (4) VENDOR's Proposal.

32. **COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT**. VENDOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

33. **DOMESTIC PREFERENCE FOR PROCUREMENTS**. As appropriate and to the extent consistent with law, the VENDOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items

and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

34. **LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS**. If applicable, the VENDOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Agreement, VENDOR will identify such data and grant to the CITY or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, VENDOR will deliver to the VENDOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this Agreement in formats acceptable by VENDOR.

35. **ENTITIES OF FOREIGN CONCERN.** The provisions of this section apply only if Vendor or any subcontractor will have access to an individual's personal identifying information under this Agreement. VENDOR represents and certifies: (i) VENDOR is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in VENDOR; and (iii) VENDOR is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. Prior to VENDOR and any subcontractor having access to personal identifying information pursuant to this Agreement, VENDOR and any subcontractor shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

36. **ANTI-HUMAN TRAFFICKING**. On or before the Effective Date of this Agreement, VENDOR shall provide CITY with an affidavit attesting that the VENDOR does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

37. **COUNTRIES OF CONCERN**. VENDOR represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

38. **DULY LICENSED**. VENDOR represents that it is duly licensed in Florida to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

SIGNATURE PAGE FOLLOWS

"This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be considered an original on the following dates:

DATED this _____ day of _____, 20____.

CITY OF BOYNTON BEACH

_____
Ty Penserga, Mayor

_____
(Authorized Official Name), (Vendor)

Elizabeth Fujikawa, P.E.
Print Name of Authorized Official

Vice President
Title

CAROLLO ENGINEERS, INC. CORPORATE SEAL carollo DELAWARE

(Corporate Seal)

Attest/Authenticated:

_____
Witness

Laura Baumberger
Print Name

Approved as to Form:

_____
Shawna G. Lamb, Office of the City Attorney

Attest/Authenticated:

_____
Maylee De Jesus, City Clerk

EXHIBIT A
Form of Task Order

CITY OF BOYNTON BEACH
General Engineering Consulting Services Task Order
Task Order No. _____

Consultant: **_____**

1. **Task/Project**. _____(*Insert title and brief description)*_____

2. **Detailed Scope of Professional Services**.
A detailed scope of services under this Task Order, in accordance with the phases of service detailed in the Agreement, is attached as **Exhibit ____.**

3. **Deliverables and Schedule**.
For study/design related services: Consultant shall deliver to the City the deliverables specified at the time indicated on the attached **Exhibit ____.**

For project administration services: Consultant shall provide project/construction administration services in accordance with the Agreement and project schedule.

4. **Compensation**.
The total estimated construction costs of the Project or the cost of the study or report for this Task Order may not exceed the amounts set forth in Section 287.055, Florida Statutes.

The total Fee to be paid to the Consultant under this Task Order shall not exceed _____, based on the hourly rates currently in effect under the Agreement.

A detailed fee schedule is attached as **Exhibit _____.**
The payment schedule (based on deliverables) is attached as **Exhibit _____**.

5. **Agreement Reference**.
This Task Order shall be performed under the terms and conditions described within the General Engineering Consulting Services Agreement, dated _____, 20____, by and between the City of Boynton Beach and _____ ("Consultant"), Contract No. _____.

6. **Insurance**.
Consultant shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the City as of the date of this Task Order.

7. **Exhibits**.
All attached Exhibits are incorporated fully into this Task Order and the Agreement.

8. **Notice to Proceed** ***(Task Order Form and Purchase Order)***.

☐ If checked, Consultant's receipt of a fully-executed copy of this Task Order and Purchase Order (PO) shall serve as the Notice to Proceed under this Task Order, effective as of the date the fully-executed Task Order was emailed to the Consultant.

☐ If checked, Consultant shall commence Services under this Task Order as specified in a forthcoming Purchase Order (PO) and Notice to Proceed.

CONSULTANT:

By: _____

Print Name: _____

Date: _____, 20___

CITY OF BOYNTON BEACH

By: _____
Daniel Dugger, City Manager

Date: _____, 20___

City Attorney's Office
Approved as to form and legality
By: _____

Exhibit B
Fee Schedule

PERSONNEL CLASSIFICATIONS		HOURLY RATE
Principal	$	300.00
Chief Professional	$	290.00
Senior Project Manager	$	285.00
Project Manager	$	260.00
Senior Process Professional	$	250.00
Staff Process Professional	$	225.00
Principal Professional	$	270.00
Senior Professional	$	225.00
Lead Professional	$	195.00
Professional	$	165.00
Staff Professional	$	140.00
Sr. Electrical Engineer	$	250.00
Electrical Engineer	$	200.00
Process Controls/Inst. Engineer	$	200.00
Sr. Mechanical Engineer	$	250.00
Mechanical Engineer	$	200.00
Engineering Technician		
Senior Architect	$	250.00
Architect	$	200.00
Landscape Architect		
Environmental Specialist		
Inspector (Zoning and landscape)		
Inspector (Transportation)		
Senior Landscape Architect		
Senior Surveyor/Mapper		
Surveyor/Field Survey Chief		
Designer	$	160.00
Senior Designer	$	200.00
Urban Designer		
Chief Designer		
Hydrogeologist		
Principal Hydrogeologist		
Planning Technician		
GIS Specialist	$	200.00
Structural Engineer	$	250.00
CADD/Technician	$	140.00
Architectural CADD/Technician		
Planner		
Senior Planner		
Transportation Planner		
Transportation Planning Technician		
Public Relations Specialist		
Senior Construction Manager	$	280.00
Construction Manager	$	250.00
Senior Construction Inspector	$	200.00
Construction Inspector	$	180.00
Rate Analyst		
Senior Rate Analyst	$	250.00
Senior Grant Analyst	$	250.00
Grant Analyst	$	200.00
Grant Specialist	$	200.00
Clerical Administrative	$	120.00

Reimbursable Expenses:
Direct costs such as postage, prints, and delivery services will be billed at cost.
Mark-up % Sub-Consultants Fee: 10%

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 a Certificate is provided upon selection of vendor.)* Thefollowing 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 orlower 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
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse Products		
Completed Operations Contractual		
Independent Contractors Fire		
Legal Liability		
Professional Liability	Aggregate	$ 1,000,000.00
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employe	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified		to be determined

INSURANCE ADVISORY FORM

ATTACHMENT "B"

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: §287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: October 18, 2024

Signed: Elizabeth Fujikawa

Entity: Carollo Engineers, Inc.

Name: Elizabeth Fujikawa

Title: Vice President

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☑ online notarization, this 18 day of October, 2024, by Elizabeth Fujikawa, as _____ for Carollo Engineers, Inc., who is personally known to me or who has produced n/a personally known as identification.

Completed via Remote Online Notarization using 2 way Audio/Video technology.

Notary Public Signature: Michelle Ryan

State of Florida at Large (Seal)

Print Name: Michelle Ryan

MICHELLE RYAN
Notary Public - State of Florida
Commission # HH 334778
My Comm. Expires Dec 11, 2026

My commission expires: 12/11/2026

Affidavit of Compliance with Foreign Entity Laws must be completed and returned with the signed Agreement

NotaryCam Doc ID: b9e5c440-d8d1-4bec-8300-0499e269e4d1

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: October 18, 20 24 Signed: Elizabeth Fujikawa

Entity: Carollo Engineers, Inc. Name: Elizabeth Fujikawa

Title: Vice President

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☑ online notarization, this 18 October day of , 20 24, by , as Elizabeth Fujikawa for Carollo Engineers, Inc., who is personally known to me or who has produced n/a personally known as identification.

Completed via Remote Online Notarization using 2 way Audio/Video technology.

Notary Public Signature: Michelle Ryan State of Florida at Large (Seal)

Print Name: Michelle Ryan

My commission expires: 12/11/2026

MICHELLE RYAN
Notary Public - State of Florida
Commission # HH 334778
My Comm. Expires Dec 11, 2026

Affidavit of Compliance with Anti-Human Entity Laws must be completed and returned with the signed Agreement

NotaryCam Doc ID: b9e5c440-d8d1-4bec-8300-0499e269e4d1

2056 Vista Parkway, Suite 150
West Palm Beach, Florida 33411
P 561-868-6400
carollo.com

January 15, 2025

Keith Webber, PE
Boynton Beach Utilities
124 East Woolbright Road
Boynton Beach, FL 33435

Subject: Exhibit A: Proposal for Engineering Services
Task Order No. GESUT-3C-03-25 Wastewater and Potable Water Models Update and Calibration

Dear Mr. Webber:

As requested, we have prepared the following proposed scope of services for the subject project.

BACKGROUND

The City of Boynton Beach (City) owns and operates a wastewater collection system and a potable water distribution system serving approximately 75,000 customers. The City has not updated or calibrated their wastewater or potable water hydraulic models in 9 years and wants to continue using them as tools to evaluate performance of existing infrastructure and plan for redevelopment/development and future flow conditions. The City also wants to achieve a better understanding of the impact of wet weather on its master wastewater conveyance infrastructure to improve resiliency. As a result, the City wants to update the hydraulic models with the most current GIS database, and calibrate the models based on select field testing and SCADA information.

This Task Order (TO) provides engineering services for Carollo Engineers, Inc. (Carollo) to update and calibrate the City's wastewater model and the City's potable water model. Services to convert the wastewater model from Innovyze InfoSWMM to Bentley SewerGEMS and the potable water model from Innovyze InfoWater to Bentley WaterGEMS are also included.

The scope of services proposed as part of this TO is as–follows:

TASK 1 - PROJECT MANAGEMENT AND MEETINGS

Subtask 1.1 – Project Management and Communication

Carollo's project manager (PM) will make staffing assignments, review work progress, coordinate quality assurance and review procedures, and submit monthly progress reports along with monthly invoices. The PM will manage the budget, schedule, and invoicing. Regular virtual coordination phone calls will be held with the City PM and Carollo PM, monthly.

Subtask 1.2 – Project Kickoff Meeting and Progress Meetings

Carollo will facilitate a working Kickoff Meeting (in person) to discuss project goals and expectations. One (1) virtual progress meeting will be held to discuss field test needs and other data requirements for calibration. Two (2) additional progress meetings (in person), one for each system, are included to review preliminary calibration results for the potable water and the wastewater hydraulic models.

Subtask 1.3 – Coordination with Other Ongoing Task Orders

Time will be included under this subtask to coordinate activities among this and other TOs currently under development by Carollo, including the Boynton Beach Consent Order Assistance TO and the Boynton Beach Asset Management TO. This coordination of activities will be done through periodic internal meetings of the Carollo teams and will lead to streamlined management of information and quality of data and time/schedule savings.

Task 1 Deliverables:

- Monthly progress reports and invoices.
- Meeting agendas, presentations, and minutes in electronic format (PDF).

TASK 2 - DATA COLLECTION AND ANALYSIS

Subtask 2.1 – Collection System Data Collection: SCADA and Wet Weather Records

Carollo will begin the project by requesting updated information, including:

- Latest GIS sewer database (.gdb or .shp format)
- Daily average influent flow totals into the South Central Regional Wastewater Treatment Plant (SCRWWTP) measured upstream of headworks, Boynton side only, for the last five (5) years. (.xlsx spreadsheet format).
- Hourly influent to the SCRWWTP for the period when field testing will be performed. (.xlsx spreadsheet format).
- Hourly influent to the SCRWWTP for the five highest flow days within the last 5 years. (.xlsx spreadsheet format).
- Hourly influent to the SCRWWTP for the five lowest flow days within the last 5 years. (.xlsx spreadsheet format).
- Additional hourly data may be requested after the analysis of the historical data is completed.
- Lift station SCADA for the last year, including:
    - Pump runtimes (daily frequency for tandem lift stations, hourly for master lift stations, as available). (.xlsx spreadsheet format).
    - Pump status or pumps starts summaries (daily frequency for tandem lift stations, hourly for master lift stations, as available). (.xlsx spreadsheet format).
- Confirmed pump control levels (floats depth from wet well rim for tandem/submersible lift stations, and on/off/alarms elevations for master lift stations) (summarized in .xlsx spreadsheet format).
- Record drawings of any lift station configuration change that has occurred over the last 9 years. (.pdf format)

- Record drawings of force main configuration changes that have occurred over the last 9 years, if not reflected in GIS. (.pdf format)
- Excel (.xlsx format) files with:
    - Updated pump curves information by lift station
    - Pump design parameters such as horsepower, rated flow and head, impeller diameter, number of pumps if updated, and connection size as available.
    - Annotations as to how the operator envisions the pump station would operate better, i.e. lead pump operating longer than jockey pumps.
    - Dated history of wet well overflows or instances where emergency operations were necessary to avoid overflows.

  Carollo will provide an Excel template for City to enter this information if such is not already in a working spreadsheet maintained by the City's Operations team.
- Any change in operating strategies as redevelopment has occurred (written/ email format or .pdf diagrams)

These data will be used to update the wastewater model as described in Task 3, and to calibrate it as described in Task 4.

Subtask 2.2 – Collection System Field Testing

The objective of this subtask is to obtain an accurate dry weather flow (DWF) calibration data set and an accurate wet weather flow (WWF) calibration data set. For best accuracy, both the incoming flow into a station and the pumps response to it will be characterized in the field and reflected in the model. Because incoming flow is not currently monitored by SCADA, Carollo proposes to retain the services of a Subconsultant to perform flow monitoring.

Dry and Wet Weather Flow Testing by a Subconsultant:

In order to assess the impact of wet weather on the City's master wastewater conveyance infrastructure, the services of a Subconsultant will be retained to measure incoming wastewater flow at the City's master lift stations. These measurements are used to determine the amount of Inflow and Infiltration (I&I) in the sewer system. The flow testing will be over up to two extended (1 month each) periods (dry/wet) which will be scheduled at the same timeframe that the City and Carollo perform pressure and pump testing.

Pressure and Pump Testing by the City with Carollo Assistance:

With the aim to verify pump curve/capacity and system pressure, Carollo proposes that the City perform wet well draw-down testing at master lift stations during two different weather conditions. The field testing should be programmed as follows:

- After a period of approximately 5 days of dry weather, in parallel with dry weather flow monitoring.
- During a period of wet weather, in parallel with wet weather flow monitoring.

A detailed testing procedure and form to fill out in the field for data collection will be provided by Carollo to the City. One form shall be filled out per each location tested, each of the testing days.

Six (6) pressure loggers will be provided by Carollo, which shall be installed by the City to measure pressure at the discharge force main of each master lift station (6 in total) prior to the commencement of the flow

monitoring and drawdown tests. Prior to the start of Task 2, the City shall identify a location within the valve box of the master lift stations (typically at ARVs) where a ¼ NPT male thread fitting could be installed.

Two (2) additional Carollo-provided pressure loggers shall be installed by the City at force main locations where ARVs are accessible and for a duration consistent with flow monitoring. The drawdown testing at master lift stations is expected to occur within this timeframe.

Subtask 2.3 – Collection System Dry and Wet Weather Flow Analysis

Carollo will collect publicly available rainfall data from South Florida Water Management District rain gauges identified in Subtask 2.2 and classify the return interval and frequency of major rainfall events captured during the extended period test(s). Dry periods will be identified as well.

For identified dry periods during field testing, characteristic dry weather flow volumes and diurnal patterns will be developed for each site with recorded data. Base sanitary flows will be compared vs. water billing data within the master lift station basins to approximate the proportion of groundwater infiltration. Results will be used in dry weather flow (DWF) scenarios of the hydraulic model.

Wet weather response to the identified major rainfall events will be analyzed for each site with available flow data from field testing. The I&I response for each test site will be documented and replicated in the wet weather flow (WWF) scenarios of the hydraulic model. Two storms with significant effects on the influent flow to the SCRWWTP will be selected for use in hourly calibration and total daily flow verification, respectively. Significant wet weather events are best determined by detailed data review but are typically considered to be storms greater than 1-inch which result in a (measurable or observable) response in the observed flow at monitoring locations and the WWTP.

Subtask 2.4 – GIS Data & Coordination

Upon receiving from the City, the requested list of recently developed/redeveloped areas where changes to the potable water distribution system and wastewater collection system have not yet been reflected in the City GIS, Carollo will provide a virtual coordination and guidance workshop with the City GIS Department for City staff to draft necessary updates in the GIS from record drawings.

This task also includes coordination of updates from changes to the systems due to pipe replacement or improvement projects not recorded in the GIS and gaps identified through other ongoing Task Orders by Carollo. Virtual meetings are ideal for screenshare and individual multi-screen use for comparison and discussion. If required, Carollo may provide files in .gdb or .shp format to the City to utilize in GIS update. The City will be responsible for the integration of the updates into City GIS.

Subtask 2.5 – Potable Water SCADA Data, Fire Flow Data, and Facility Records Collection

Carollo will request updated information, including:

- Most up to date GIS water distribution system database (.gdb or .shp format)
    - Including geocoded customer location point layer.
- List of recently redeveloped areas where changes to the distribution system have not been reflected in the GIS (written/ email format or .pdf diagrams)

- Any changes to high service pump stations and storage tanks over the last 9 years (written/ email format or .pdf diagrams, or design drawing .pdf files as needed)
- High service pump station SCADA data for the last 3 years, for the East Water Treatment Plant (WTP) and the West WTP, including:
    - Flow to distribution (hourly frequency) (.xlsx format)
    - Pressure to distribution (hourly frequency) (.xlsx format)
    - Pressure or speed settings of high service pumps (status On/Off or Speed – signal frequency if available) (.xlsx format)
    - Standard operating procedures (SOPs) for pumps and drives (from O&M Manual), including normally open or closed valves, normally used high service pumps (during an average demand day vs. a maximum demand day vs. a day with emergency/fire flow/flushing protocols) (written/ email format or .pdf diagrams)
- Record drawings and cut sheets of the pumps after the last pump upgrade at the East WTP (.pdf format)
- Record drawings and cut sheets of any changes to the high service pumps and/or their configuration at the West WTP (.pdf format)
- 3 years of SCADA (.xlsx format) for the 3 MG remote pumping and storage facility, including hourly:
    - Flow
    - Pressure (backfill and discharge as available)
    - Tank levels
- 3 years of SCADA (.xlsx format) for the Water Tower, including hourly:
    - Flow
    - Pressure
    - Tank levels
- The following pressure settings (written/ email format or .pdf diagrams):
    - Filling pressure setting for the ground storage tank (GST).
    - System pressure that triggers pumping/withdrawal from the GST
    - Typical pressure at which the Water Tower starts filling up
    - Typical pressure at which the Water Tower starts emptying
- Hourly pressure at points of the water distribution system where pressure is currently measured by SCADA/telemetry (.xlsx format) for the past 3 years
- Any pump upgrades at the remote storage and pumping facility (.pdf format)
- Any change in operating strategies for the Water Tower since changes at the East WTP (written/ email format or .pdf diagrams)

These data will be used to update the potable water hydraulic model as described in Task 3, and to calibrate it as described in Task 4.

Subtask 2.6 – Potable Water Service Billing Data Request and Classification

Water consumption information by account location and type will be requested (.xlsx format). This data is usually obtained from billing/metering services. The City will also provide a geocoded customer point layer (.gdb or .shp format) to join with and locate in GIS the data provided by the billing/ metering services group. Consumption by account location and type will be used for hydraulic model update as described in Task 3. Carollo requests that any personal identification information of customers associated with each account be deleted.

Subtask 2.7 – Sewer Exclusions from Water Service in Billing Data, Large Sewer Users, and Septic Areas Information

Sewer flows will be calculated as a percentage of the potable water consumption for accounts with both water and wastewater services. To do this, a list or a database field identifying the accounts that only receive potable water service (that do not have a sewer connection) is requested (.xlsx format). Carollo will exclude such accounts from the wastewater hydraulic model.

In addition, a list of large wastewater customers and wastewater-only accounts and their location will be requested (.xlsx format). Carollo requests that any personal identification information of customers associated with each account be deleted.

Lastly, a map (.pdf electronic format) of the service area will be provided for the City to mark up the areas of the City that remain on septic tanks.

TASK 3 - HYDRAULIC MODELS CONVERSION AND UPDATE

Carollo recommends that the wastewater hydraulic model be converted from its current software, Innovyze InfoSWMM, to Bentley SewerGEMS prior to the planned retirement of product support for the Innovyze InfoSWMM software by the developer (which is expected in 2026). In addition, Carollo recommends that the conversion be performed concurrently with the update of the model and prior to calibration. This will be the most cost-efficient manner to perform the software conversion.

To acquire software licensure for both water and wastewater products under a single provider, Carollo recommends that the potable water model is converted to Bentley WaterGEMS. Similar to the wastewater software conversion, this conversion would be performed concurrently with the update and prior to calibration.

Carollo will complete the modeling subtasks listed below for the conversion and update of both hydraulic models.

Subtask 3.1 – Wastewater Collection Model Conversion and Update/Verification of Physical Attributes

In this subtask, Carollo will first package all the current physical attributes of the InfoSWMM model into GIS and perform a comparison vs. the most current GIS database provided by the City. Carollo will update:

- New infrastructure connected directly to the force main system (no gravity).
- Force main and lift station connectivity.
- Vertical datum and elevations where needed (canal crossings, interstate crossings, wet wells, isolation valves, changes due to new development and redevelopment).

Carollo will then import the updated physical attributes into a non-proprietary software (EPANET) that will allow a subsequent import into Bentley SewerGEMS software. Once the base infrastructure is in SewerGEMS, Carollo will:

- Perform topology checks for model connectivity/validity.
- Use provided record drawings to review node elevations and assumed friction factors. Modify model information if the pipe material has been updated due to recent projects, as information is made available.

Subtask 3.2 – Migration of Wastewater Sewersheds and Update of Sewer Flow Allocation

Sewershed polygons will be verified and updated from the City's GIS Department, as they have kept and maintained the previously Carollo-developed sewersheds GIS layer. This update will be performed for all stations including those not previously in the model. The result will be a single sewershed for each lift station there will be in the model. The entire service area will be covered by sewersheds, except for areas on septic. Because of the software conversion, and because a complete wet weather scenario calibration will be performed, these polygons will be migrated from the GIS layer and embedded in the wastewater model as sewer catchments, which are actual model elements that will be used for the simulation of rainfall-derived inflow and infiltration (I&I).

Billing records gathered and analyzed in Subtasks 2.6 and 2.7 will be geoprocessed in GIS and aggregated by sewershed polygon to obtain average base loading flows at the level of lift station. The existing diurnal water use patterns by account type will be captured and aggregated by sewershed. These base flows and water use patterns will be compared to actual influent flow data (average and patterns, respectively) at locations where flow will be monitored during the collection system field testing that will be performed as part of Subtask 2.2. The resulting relationships will be used to load the different flow components at the different catchment elements of the wastewater model.

The resulting flow allocation will be contrasted with 2020 Census data by census tract as a means to understand how population density, as recently recorded by the US Census Bureau, compares to actual sewer service allocation from metering. This TO does not include calculation or allocation of future/projected flows. However, this comparison will be useful to understand whether allocation for the analysis of future scenarios (to be developed under a future TO) shall be done using US Census Bureau projections or metered flows adjusted for expected growth.

Subtask 3.3 – Migration and Update of Sewer Lift Station Operational Attributes

Under this subtask, Carollo will:

- Migrate, review, and update pump curves per data collected during this and other ongoing Carollo TOs.
- Migrate and update pump control (on/off) levels.
- Develop and program logic controls/operational rules consistent with the manner operators operate the lift stations in the field.
- Analyze lift station SCADA, monitored flows, and/or drawdown test results to determine existing pumping operations when unavailable from operators. This will be completed to determine logic controls/rules that will be necessary to mimic in the model.

Subtask 3.4 – Potable Water Model Conversion and Update of Physical Attributes. Addition of Redevelopment, Water Treatment Plant Pumping and Storage Infrastructure, and Interconnects

In this subtask, Carollo will make use of the GIS database provided by the City and as-built records of work performed at the WTP and storage tank sites. Carollo will update:

- Pipeline and pump connectivity due to replacement, upgrade, redevelopment, or corrections made to the GIS database by the City's GIS Department.
- Water treatment plant yard piping related to high service pump stations, meters to distribution, and

storage tanks (other components of the WTP are not necessary to reflect in the potable water distribution hydraulic model).

- Interconnects.
- Vertical datum and elevations where needed (canal crossings, interstate crossings, tanks, control valves, pumps, new development and redevelopment included in the GIS database).

In addition, Carollo will:

- Perform topology checks for model connectivity/validity.
- Review node elevations and assumed friction factors. Modify if the pipe material has been updated, as needed.

Subtask 3.5 – Update of Potable Water Demand Allocation

Consumption data from billing records gathered in Subtask 2.6 will be geoprocessed in Excel and ArcGIS. The Thiessen polygon method will be used to allocate accounts consumption to junctions throughout the model junctions.

The existing diurnal water use patterns by account type will be used, but their allocation to junctions will be updated in accordance with land use type updates, to account for development and redevelopment. Several combinations of demand patterns may be used to reflect mixed land uses where applicable. If separate customer information is available by account type from Metering Services, proportional demands reflecting the split between usage type will have respective land use type diurnal patterns applied.

Subtask 3.6 – Update of Operational Attributes at the Potable Water Treatment and Pumping Facilities – From SCADA, SOPs

Carollo will analyze flow and pressure SCADA to determine operational trends and correlations among pumping operations and resulting system conditions and level of service. These trends and correlations will be used to program necessary controls in the model. Controls may be demand-based, pressure-based, or tank-level based. Standard operating procedures for an average flow day and for a maximum flow day, as available, and system settings as provided by the City, will also be used to program controls and dependencies in the average and maximum day scenarios.

SCADA data will also be used to update the seasonal production pattern, which will be used to relate conditions in which the model is calibrated to average day demand and maximum day demand.

TASK 4 – HYDRAULIC MODELS CALIBRATION AND EXISTING SCENARIOS

To obtain hydraulic models that closely mimic the City's systems operations, the hydraulic models need to be reasonably calibrated. Carollo strives to develop stable models that are over 95 percent accurate for flow predictions and within 2-7 psi for pressure, subject to the quality of the data. The resulting models would be useful for master planning as well as for operational decision-making. If the models are also able to replicate diverse existing scenarios (per field monitoring data and SCADA), the models would also be useful in conceptual design.

Subtask 4.1 – Wastewater Collection System Dry Weather Flow Calibration

In this subtask, Carollo will adjust appropriate variables such as flow allocations and diurnal patterns, lift station operation settings, and roughness coefficients to calibrate the model to the following 24-hour extended period patterns:

- Boynton Beach influent flow to the headworks of the SCRWWTP during DWF conditions.
- Five (5) master lift stations flows as monitored in Task 2.
- Five (5) master lift stations discharge pressure from pressure monitoring during drawdown testing per Task 2.
- Pressure collected in the field from up to three (3) accessible ARV locations per Task 2.

Dry weather calibration is typically considered to be successful if it meets the following guidelines:

- Peak Flow Rate: -10% to +10% of measured, or ±0.1 MGD for low flow sites
- Flow Volume: -10% to +10% of measured, or ±0.1 MGD for low flow sites
- Shape: the shape of modeled and metered flow curves should be similar.
- Timing: The timing of peaks, troughs, and recessions of modeled and metered flow curves should be similar.
- Force Main Pressure: within ±2 to 7 psi.

Subtask 4.2 – Wastewater Collection System Wet Weather Flow Calibration

In this subtask, Carollo will adjust appropriate variables such as R, T, and K coefficients for rainfall derived infiltration and inflow simulation to calibrate the model to the following hourly, multi-day extended period patterns:

- Boynton Beach influent flow to the headworks of the SCRWWTP during WWF conditions, as identified in WWF monitoring from Task 2.
- Six (6) master lift stations total WWF, as monitored in Task 2.
- Six (6) master lift stations discharge pressure or pump run patterns, as available from pressure monitoring or drawdown testing per Task 2.
- Pressure collected in the field from up to two (2) accessible ARV locations as available per Task 2.

Wet weather calibration is typically considered to be successful if it meets the following guidelines:

- Peak Flow Rate: -15% to +25% of measured, or ±0.1 MGD for low flow sites
- Flow Volume: -10% to +20% of measured, or ±0.1 MGD for low flow sites
- Shape: the shape of modeled and metered flow curves should be similar.
- Timing: The timing of peaks, troughs, and recessions of modeled and metered flow curves should be similar.
- Force main pressure: within ±2 to 7 psi.

If the flow monitoring effort included in this scope of work does not capture a significant wet weather event for calibration, the City may choose to extend the monitoring period at additional cost.

Subtask 4.3 – Potable Water Distribution System Calibration to Existing Average Annual Demand

In this subtask, Carollo will adjust appropriate variables to calibrate the potable water model to the following 24-hour extended period patterns:

- East and West WTPs finished water flow and pressure to distribution.
- Water Tower and remote pumping facility flow and tank levels.
- Select pressure points in the distribution system, as available from SCADA.

The calibration effort will be initially completed under the flow conditions existing at the time of SCADA data retrieval. The calibrated scenario will be adjusted to average daily demand conditions using the updated seasonal water production pattern generated as part of Subtask 3.6.

TASK 5 – DELIVERABLES AND DOCUMENTATION

A calibrated wastewater model that is suitable to evaluate the existing wastewater collection system physically and operationally under both DWF and WWF conditions will result from this TO upon completion. A calibrated water hydraulic model that is suitable to evaluate the potable water distribution system operations under average day conditions will also result from this TO upon completion. The calibrated scenarios will provide the City with the ability to run a variety of analyses and master planning scenarios that the City may elect to obtain as part of a future TO.

With the objective of documenting changes to the City's hydraulic models for City staff reference, the results of the project will be summarized in a Draft and a Final Technical Memorandums, which will include:

- An introduction including general purpose and scope,
- Condensed models update documentation such as data-supported parameters used to update and set up the new elements in the models, calibration setup and accuracy, and necessary information applicable to the DWF and WWF wastewater calibration scenarios, and average day potable water calibration scenario.
- Conclusions and recommendations for management of the models moving forward.

Carollo will focus on presenting information in graphics and maps rather than using primarily report text. Detailed tables will be used to summarize models input and calibration results. City staff will be asked to provide comments on the Draft Technical Memorandum. The City may also elect to review the updated hydraulic models at the time of Draft Technical Memorandum submittal. Upon receipt of City comments, the document will be revised based on the comments and a final version will be issued.

Deliverables:

- Collection system hydraulic model (SewerGEMS file format)
- Potable water system model. (WaterGEMS file format)
- Project GIS files (in .gdb format)
- Draft TM (electronic .pdf)

- Final TM (electronic .pdf)

PROJECT SCHEDULE

A detailed project schedule will be provided at the project Kickoff Meeting, or upon coordination with the City on availability to perform the field testing. It is anticipated that the entire effort will be completed in 12 months. Per City direction, precedence will be given to the wastewater model conversion and updates, which will commence upon receipt of NTP. However, it should be noted that the timing of model calibration to wet weather conditions will be dependent on the ability to capture a significant wet weather event during field testing.

CITY RESPONSIBILITIES

Because of the nature of this project, certain assumptions apply to this Scope of Services. To the extent possible, these assumptions are stated within this document and are reflected in the budget. If the project task requirements are different from the assumptions presented in this Scope of Services, or if the City desires additional services, the resultant change in scope will serve as a basis for amending this project assignment or initiating the development of a new project assignment as agreed to by both the City and Carollo. The following assumptions and City responsibilities apply to this project:

- Carollo shall be entitled to rely upon the accuracy of the data and information supplied by the City without independent review or evaluation.
- The City shall attend all workshops and review meetings to maintain the progress of the project according to the schedule.
- The City will provide Carollo with access to facilities/sites for data gathering and data validation if/as needed.
- The City will assist with field testing as necessary, including making personnel available for the drawdown tests, installation of pressure/data loggers, and fire hydrant testing. Carollo will provide up to eight (8) pressure loggers for field testing.
- The City will provide all required information within reasonable time, which is considered no longer than 2 weeks, after notice to proceed. Carollo will provide a data request list at the project kickoff meeting. The schedule is based on timely receipt of data and may shift due to data requirements. The City shall review Draft deliverables and provide comments to Carollo within a two-week period.
- Although conversion of the models to a new software platform will be completed under this TO, the procurement of the new software and licensing to the City are not included in this TO. Carollo will use its own software for the development of the scope and model deliverables will need proprietary (Bentley) software to be used by others, including the City. Software and licensing shall be procured separately by the City for in-house use.

PROJECT FEES

The compensation terms are based on a Fee Not-to-Exceed basis with an upper limit of $400,000 with an estimated breakdown by Task as shown in Exhibit B. Labor rates are based on the contract fee schedule shown in

the base contract. Cost for mileage for in-person meetings has been estimated using the United States Internal Revenue Service 2025 Standard Mileage Rate of $0.70/mile. Rental cost for pressure loggers is included at a rate of $250/ pressure logger unit and this fee includes rental of 8 units.

Please contact us if you have questions or comments. We look forward to working with you on this project.

Sincerely,
CAROLLO ENGINEERS, INC.



M. Angelica Gregory, PhD., PE
Project Manager

Elizabeth Fujikawa, PE, LEED AP
Vice President

Exhibit B: Schedule

Legend: *Meeting* ■ *Deliverable* ◆

TASKS	2025										2026		
	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	March
Task 1: Project Management and Meetings													
1.1: Project Management and Communication													
1.2: Project Kickoff and Progress Meetings	■	■								■	■		
1.3: Coordination with other ongoing Task Orders													
Task 2: Data Collection and Analysis													
2.1: Collection System Data Collection: SCADA and Wet Weather Records													
2.2: Collection System Field Testing (Includes Carollo Pressure Testing and I/I Test by Subconsultant)													
2.3: Collection System Wet Weather Flow Analysis (for calibration to actual storm events)													
2.4: GIS Data and Coordination													
2.5: Potable Water SCADA Data, Fire Flow Data, and Facilities Records Collection													
2.6: Potable Water Service Billing Data Request and Classification													
2.7: Sewer Exclusions from Potable Water Service in Billing Data, Large Sewer Users, and Septic Areas													
Task 3: Hydraulic Models Conversion and Update													
3.1: Wastewater Collection Model Conversion and Update/Verification of Physical Attributes													
3.2: Migration of Wastewater Sewersheds and Update of Sewer Flow Allocation													
3.3: Migration and Update/Verification of Sewer Lift Station Operational Attributes													
3.4: Potable Water Model Conversion and Update of Physical Attributes. Addition of Redevelopment. Addition of new HSPS and Tank. Addition of Interconnects.													
3.5: Update of Potable Water Demand Allocation													
3.6: Update of Operational Attributes at the Potable Water Treatment and Pumping Facilities - from SCADA,													
Task 4: Hydraulic Models Calibration and Existing Scenarios													
4.1: Wastewater Collection System Dry Weather Flow Calibration													
4.2: Wastewater Collection System Wet Weather Flow Calibration													
4.3: Potable Water System Calibration (Ideally to Existing Average Annual Demand)													
4.4: Potable Water System Fire Flow Calibration													
Task 5: Documentation													
5.1 Draft Technical Memorandum												◆	
5.2 Final Technical Memorandum													◆

Exhibit C: BBU Wastewater and Potable Water Hydraulic Models Update and Calibration

TASK NO.	Principal	Projec Manager	Senior Process Professional	Senior Professional	Professional	GIS Specialist	Clerical /Administrative	Total Hours	Total Labor	Subconsultants	Subconsultant Markup (10%)	Expenses	Total Compensation
Hourly Rates	$300.00	$260.00	$250.00	$225.00	$165.00	$200.00	$120.00						
Task 1: Project Management and Meetings													
1.1: Project Management and Communication	4	48						52	$13,680.00				$13,680.00
1.2: Project Kickoff and Progress Meetings	8	24		24	32			88	$19,320.00			$113.61	$19,433.61
1.3: Coordination with other ongoing Task Orders	12	12		4	4			32	$8,280.00				$8,280.00
								172	**$41,280.00**			**$113.61**	**$41,393.61**
Task 2: Data Collection and Analysis													
2.1: Collection System Data Collection: SCADA and Wet Weather Records		12		32				44	$10,320.00				$10,320.00
2.2: Collection System Field Testing (Includes Carollo Pressure Testing and I/I Test by Subconsultant)		4		12	32			48	$9,020.00	$56,032.39	$5,603.24	$2,049.00	$72,704.63
2.3: Collection System Wet Weather Flow Analysis (for calibration to actual storm events)		24			40			64	$12,840.00				$12,840.00
2.4: GIS Data and Coordination		10			48			58	$10,520.00				$10,520.00
2.5: Potable Water SCADA Data, Fire Flow Data, and Facilities Records Collection		10		20	20			50	$10,400.00				$10,400.00
2.6: Potable Water Service Billing Data Request and Classification		4			28			32	$5,660.00				$5,660.00
2.7: Sewer Exclusions from Potable Water Service in Billing Data, Large Sewer Users, and Septic Areas Information		4			12			16	$3,020.00				$3,020.00
								312	**$61,780.00**	**$56,032.39**		**$2,049.00**	**$119,861.39**
Task 3: Hydraulic Models Conversion and Update													
3.1: Wastewater Collection Model Conversion and Update/Verification of Physical Attributes		4	2	50		8		64	$14,390.00				$14,390.00
3.2: Migratiion of Wastewater Sewersheds and Update of Sewer Flow Allocation		32	2	26		8		68	$16,270.00				$16,270.00
3.3: Migration and Update/Verification of Sewer Lift Station Operational Attributes		16	2	25	24			67	$14,245.00				$14,245.00
3.4: Potable Water Model Convestion and Update of Physical Attributes. Addition of Redevelopment. Addition of new HSPS and Tank. Addition of Interconnects.		40	4	88		20		152	$35,200.00				$35,200.00
3.5: Update of Potable Water Demand Allocation		32	4	32		12		80	$18,920.00				$18,920.00
3.6: Update of Operational Attributes at the Potable Water Treatment and Pumping Facilities - from SCADA, SOPs.		16	4	16				36	$8,760.00				$8,760.00
								467	**$107,785.00**			**$0.00**	**$107,785.00**
Task 4: Hydraulic Models Calibration and Existing Scenarios													
4.1: Wastewater Collection System Dry Weather Flow Calibration		24	4	80				108	$25,240.00				$25,240.00
4.2: Wastewater Collection System Wet Weather Flow Calibration		60	4	120				184	$43,600.00				$43,600.00
4.3: Potable Water System Calibration (Ideally to Existing Average Annual Demand)		16	4	100				120	$27,660.00				$27,660.00
								412	**$96,500.00**			**$0.00**	**$96,500.00**
Task 5: Documentation													
5.1 Draft Technical Memorandum	6	16		64			16	102	$22,280.00				$22,280.00
5.2 Final Technical Memorandum		12		36			8	56	$12,180.00				$12,180.00
								158	**$34,460.00**			**$0.00**	**$34,460.00**
Subtotal Hours	**30**	**420**	**30**	**729**	**240**	**48**	**24**	**1521**	**$341,805.00**	**$56,032.39**			
Subtotal Fee	**$9,000**	**$109,200**	**$7,500**	**$164,025**	**$39,600**	**$9,600**	**$2,880**		**$341,805.00**	**$56,032.39**			**$400,000.00**

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/ 4/2025

Proposed Resolution No. R25-042- Approving First Amendment to Piggyback Agreement between the City and Centerline Drilling, Inc. for continuing well maintenance and rehabilitation services increasing the annual not to exceed expenditure amount from $200,000 to $300,000.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-042.

Explanation of Request:

Original Agreement Term: January 23, 2023 – January 22, 2026 with an option of two (2) one (1) year renewals.

The Utility utilizes groundwater from water wells as source water for the Water Treatment Plants. These wells require continuing well maintenance and rehabilitation services to ensure the wells are capable of producing sufficient clean water for both Water Plants to treat to meet all drinking water regulatory standards and customer usage demands. The Utilities Department requests approval to increase annual spending from $200,000 to $300,000 using the piggyback of the Town of Jupiter Island/South Martin Regional Utility contract number ITB 2023-01 for Continuing Well Maintenance and Rehabilitation Services approved by Commission on March 5, 2024, by Resolution No. R24-048.

How will this affect city programs or services?

The increase will allow for additional parts and services which are required for maintaining safe drinking water standards.

Budgeted Item: Yes

Account Line Item and Description: 401-2811-536.46-50, Wells & Screens - R&M.

Fiscal Impact:

The fiscal impact will be $300,000 annually from operating account 401-2811-536.46-50, Wells & Screens - R&M.

Attachments:
R25-042 Agenda_Item_2526-2023_Resolution_for_First_Amendment_Piggyback_agreement_with_Centerline_Drilling.docx
Exhibit A to Reso - Centerline Drilling First Amendment.pdf
Previous Piggyback Approval and Resolution.

RESOLUTION NO. R25-042

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A FIRST AMENDMENT TO PIGGYBACK AGREEMENT WITH CENTERLINE DRILLING, INC. FOR CONTINUING WELL MAINTENANCE AND REHABILITATION SERVICE TO INCREASE THE ANNUAL NOT-TO-EXCEED AMOUNT FROM $200,000 TO $300,000; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Utilities Department uses groundwater from water wells as source water for the City's Water Treatment Plants; and

WHEREAS, the City previously piggybacked an agreement between the Town of Jupiter Island/South Martin Regional Utility and Centerline Drilling, Inc. ("Vendor"), contract number ITB 2023-01 for Continuing Well Maintenance and Rehabilitation Services via Resolution R24-048, with an annual spending limit not-to-exceed $200,000; and

WHEREAS, the City and Vendor seek to increase the annual spending limit from $200,000 to $300,000; and

WHEREAS, the requested annual increase will allow for additional parts and services that are required for maintaining safe drinking water standards for the City; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the First Amendment to the Piggyback Agreement with the Vendor for Continuing Well Maintenance and Rehabilitation Service, with an annual amount not to exceed $300,000; and

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, does hereby approve the First Amendment to Piggyback Agreement between the City and Vendor, for Continuing Well Maintenance and Rehabilitation Services for an annual amount not to exceed $300,000 (the "First Amendment to Piggyback Agreement"), in form and substance similar to the,

attached as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the First Amendment to Piggyback Agreement. The Mayor is further authorized to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. The City Clerk shall retain the fully executed First Amendment to Piggyback Agreement as a public record of the City. A copy of the fully executed First Amendment to Piggyback Agreement shall be provided to Bryan Heller to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

FIRST AMENDMENT TO PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND CENTERLINE DRILLING, INC. FOR CONTINUING WELL MAINTENANCE AND REHABILITATION SERVICES

This First Amendment ("Amendment") is entered into by and between the City of Boynton Beach, a Florida municipal corporation ("City"), and Centerline Drilling, Inc. ("Vendor") (collectively referred to as the "Parties").

RECITALS

A. On March 5, 2024, pursuant to Resolution No. R24-048, the Parties entered into an Agreement for continuing well maintenance and rehabilitation services (the "Agreement").

B. The Parties desire to amend the Agreement to increase the annual not-to-exceed expenditure amount from $200,000 to $300,000.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the City and Vendor agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. The Agreement is hereby amended as follows:

Annual Not-To-Exceed Increase. The maximum amount to be paid by the City pursuant to this Agreement is hereby increased from $200,000 to $300,000.

4. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. Vendor acknowledges that through the date this Amendment is executed by Vendor, Vendor has no claims or disputes against City with respect to any of the matters covered by the Agreement.

6. The effective date of this Amendment shall be the date of complete execution by the Parties.

7. This Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

CITY

CITY OF BOYNTON BEACH

By_____
Ty Penserga, Mayor

____ day of _____, 2025

Attest:_____
City Clerk

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By:_____

VENDOR

CENTERLINE DRILLING, INC.

By_____
Authorized Signer

John Seay Jr, President
Print Name and Title

10 day of December, 2024

SRW
12.9.24

FINANCE/PROCUREMENT
BLANKET PURCHASE ORDER REQUEST FORM
2024 - 2025

Date: October 23, 2024 **2023-2024 PO #:** ~~NFA~~ 241539

Requesting Department: Utilities - Water **Contact Person:** Bryan Heller / MM

Explanation for Purchase:
Detail: Maintenance and Rehabilitation of the Wells to produce sufficient clean water for both Water Plants.

Commission Approved Date: 3/5/2024
Resolution: R24-048

Recommended Vendor Centerline Drilling **VENDOR #** 16460

Request Amount: $ 200,000.00

Source for Purchase (attach backup materials/bids/quotes and/or sole source letters)

☑ Contract Term Date: 1/23/2023 - 1/22/2026

- ☐ City of Boynton Beach Contract #
- ☐ State Contract # _____
- ☐ SNAPS* _____
- ☑ Piggy-Back* ITB #2023-01
  - Agency: Town of Jupiter Island
- ☐ Less than $5,000 (1 quote-incl in explanation)
- ☐ GSA*
- ☐ PRIDE/RESPECT*
- ☐ SOLE SOURCE **(requires Form & Letter from Manufacturer)**
- Yes Certificate of Insurance (COI) Approved by Risk Management?
- ☐ BID*
- ☐ $5,000-$49,999.00 (3 written quotes-attached)

Fund Source: (confirm funds are available prior to sending to Purchasing)

Item Description	Account No.	Budgeted Amt.	Est. Annual Expenditure.
Well Maintenance	401-2811-536.46-50		$ 200,000.00

Approvals:

Department Head/Designee [signature] Date 10/23/2024

Finance Director _____ Date _____

10/2/2024

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 03/ 5/2024

Proposed Resolution No. R24-048- Approve the Piggyback of Town of Jupiter Island/South Martin Regional Utility Contract for Continuing Well Maintenance and Rehabilitation Services and authorize the City Manager to sign the piggyback agreement between the City and Centerline Drilling, Inc.

Requested Action:

Staff recommends approval of Proposed Resolution No. R24-048.

Explanation of Request:

Agreement Term: January 23, 2023 - January 22, 2026

The agreement is effective January 23, 2023, for three (3) years with an option of two (2) one (1) year renewals upon agreement of both parties.

The Utility utilizes groundwater from water wells as source water for the Water Treatment Plants. These wells require continuing well maintenance and rehabilitation services to ensure the wells are capable of producing sufficient clean water for both Water Plants to treat for meeting all drinking water regulatory standards and customer usage demands. The Utilities Department would like to piggyback the Town of Jupiter Island South Martin Regional Utility contract number ITB 2023-01 for Continuing Well Maintenance and Rehabilitation Services. The Town of Jupiter Island/South Martin Regional Utility contract meets the City of Boynton Beach procurement requirements.

How will this affect city programs or services?

The contract will allow for efficient and effective maintenance and operations of groundwater source wells allowing the Water Treatment Plants to meet regulatory requirements for drinking water production.

Fiscal Impact: The fiscal impact will be $200,000 annually from operating account 401-2811-536.46-50, Wells & Screens - R&M.

Attachments:

Resolution No. R24-048- Piggy-back_-_Town_of_Jupiter__Centerline_Drilling.docx
Piggyback Agreement - Centerline Drilling Inc. - Wells Rehab 02-05-24 Vendor Signed
Centerline Drilling Submittal ITB 2023-01.pdf
Letter and Contract Centerline Drilling.pdf
Piggyback consent SMRU.pdf

RESOLUTION NO. R24-048

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE PIGGYBACK OF THE TOWN OF JUPITER ISLAND/SOUTH MARTIN REGIONAL UTILITY CONTRACT FOR CONTINUING WELL MAINTENANCE AND REHABILITATION SERVICES AND AUTHORIZING THE CITY MANAGER TO SIGN THE PIGGYBACK AGREEMENT BETWEEN THE CITY AND CENTERLINE DRILLING, INC; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Utilities Department utilizes groundwater from water wells as source water for the Water Treatment Plants; and

WHEREAS, these wells require continuing well maintenance and rehabilitation services to ensure the wells are capable of producing sufficient clean water for both Water Plants to treat for meeting all drinking water regulatory standards and customer usage demands; and

WHEREAS, the Department would like to piggyback the Town of Jupiter Island South Martin Regional Utility contract number ITB 2023-01 for Continuing Well Maintenance and Rehabilitation Services; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, deems it to be in the best interests of the citizens and residents of the City of Boynton to approve the Piggyback of Town of Jupiter Island/South Martin Regional Utility Contract for Continuing Well Maintenance and Rehabilitation Services and Authorize the City Manager to sign the piggyback agreement between the City and Centerline Drilling, 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 hereof.

Section 2. The City Commission hereby approves the Piggyback of Town of Jupiter Island/South Martin Regional Utility Contract for Continuing Well Maintenance and

Rehabilitation Services and authorizes the City Manager to sign the piggyback agreement between the City and Centerline Drilling, Inc. A copy of the Agreement is attached hereto and incorporated herein by reference as Exhibit "A."

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

PASSED AND ADOPTED this 5th day of March 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice Mayor – Thomas Turkin	✓	
Commissioner – Angela Cruz	Away during voting	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Aimee Kelley	✓	
VOTE	4-0	

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

Ty Penserga
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND CENTERLINE DRILLING, INC.

This Piggyback Agreement is made as of this _5_ day of March, 2024 by and between CENTERLINE DRILLING, INC., with a principal address of 1696 Old Okeechobee Road, #3C, West Palm Beach, FL 33409, hereinafter referred to as "Vendor," and the CITY OF BOYNTON BEACH, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City."

RECITALS

WHEREAS, SMRU / Town of Jupiter Island, a Florida Municipal Corporation, issued an "Invitation to Bid" (ITB) to solicit responses from qualified Vendors with expertise in the provision of all operations for Continuing Well Maintenance and Rehabilitation Services ("Services"); and

WHEREAS, SMRU / Town of Jupiter Island found Centerline Drilling, Inc. ("Vendor"), to be the lowest responsive, responsible bidder, and awarded it a three (3) year agreement, (ITB) Bid Agreement No. 2023-01 (the "Master Agreement"), commencing January 23, 2023, with two (2) one (1) year renewal terms upon agreement of both parties; and

WHEREAS, the City desires to obtain similar Continuing Well Maintenance and Rehabilitation Services ("Services"); and

WHEREAS, the City's Purchasing Policy Section X – Alternatives to Formal Sealed Bids, provides authority for the City to acquire or contract for services without utilizing a sealed competitive method or the written quotations methods where the desired services are the subject of an agreement that utilizes another government entity's contract, provided that the contract was awarded based strictly on competitive bidding; and

WHEREAS, in order to maintain an efficient and effective maintenance for operations of groundwater source wells allowing the Water Treatment Plants to meet regulatory requirements for drinking water production within the City, the City's Utility Department is requesting the City enter into a Piggyback Agreement with Vendor to provide Continuing Well Maintenance and Rehabilitation Services ("Services"); and

WHEREAS, the Vendor has provided the City with the SMRU / Town of Jupiter Island Contract with Centerline Drilling, Inc. and billing rates for the proposed services, attached as Exhibit "A;" and

WHEREAS, SMRU / Town of Jupiter Island and Vendor have agreed to allow the City to piggyback the Master Agreement, a copy of which is attached as Exhibit "B."

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

2. **TERM:** The term of this Agreement commences on February 21, 2024, and will remain in effect until January 24, 2026, with two (2) one-year renewal options ("Term"). The initial term and any subsequent renewals of this Agreement are subject to the renewal or extension of the Master Agreement. If the Master Agreement expires or is terminated during the Term, this Agreement shall terminate no later than six months after such expiration or termination of the Master Agreement.

3. **CONTRACT TERMS:** The Vendor agrees to complete the Services, as provided in Vendor's Proposal attached as Exhibit "A" on the same terms and in the same manner as set forth in the Master Agreement, except as otherwise provided herein. All recitals, representations, and warranties of Vendor made by Vendor in the Master Agreement are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein, except that all references to the "Town of Jupiter Island" are hereby replaced with the "City of Boynton Beach." The City shall compensate Vendor pursuant to the rates set forth in the Master Agreement for the Services in an annual amount not to exceed $200,000.00.

4. **NOTICES:** All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

5. **INVOICES AND PAYMENT:** Invoices must identify the PO number and should be mailed to:

Boynton Beach Finance Department
Attn: Accounts Payable
P.O. Box 310

Boynton Beach, FL 33425.

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year. Vendor shall provide W-9 with first invoice.

The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Vendor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Vendor of liability for the defective, faulty or incomplete rendition of the Services.

6. **TAX EXEMPT:** Prices applicable to City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request, City will provide Vendor with proof of tax-exempt status.

7. **SOVEREIGN IMMUNITY:** Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

8. **ATTORNEY'S FEES:** In the event that either Party brings suit for enforcement of the Agreement, each Party shall bear its own attorney's fees and court costs.

9. **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 a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor 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, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession once the Vendor transfers the records in its possession to the City; and

D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession All records stored electronically by Vendor 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

10. **SCRUTINIZED COMPANIES - 287.135 AND 215.473:** By execution of this Agreement, Vendor certifies that Vendor is not participating in a boycott of Israel. The Vendor further certifies that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Vendor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

11. **E-VERIFY:** Vendor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Vendor, Vendor may not be awarded a public contract for a period of one (1) year after the date of termination.

12. **DISPUTES:** Any disputes that arise between the parties with respect to the performance

of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

13. **EXECUTION OF THE AGREEMENT:** This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts, which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute the Addendum on behalf of the Party for whom he or she is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement

14. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the City for convenience upon fourteen (14) calendar days of written notice by the terminating party to the other party for such termination in which event the Vendor shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. In the event that the Vendor abandons the Agreement or causes it to be terminated, the Vendor shall indemnify the City against loss pertaining to this termination.

15. **TERMINATION FOR CAUSE:** In addition to all other remedies available to City, this Agreement shall be subject to cancellation by City for cause, should Vendor 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) calendar days' after receipt by Vendor of written notice of such neglect or failure.

16. **INDEMNIFICATION:** Vendor shall indemnify and hold harmless the City, its elected and appointed officers, agents, assigns and employees, consultants, separate Vendors, any of their subcontractors, or sub-subcontractors, from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the City arising out of or resulting from (A) Vendor's performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Vendor's, its agents, employees, subcontractors, participants, and volunteers, and (C) Vendor's failure to take out and maintain insurance as required under this Agreement. Vendor's shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement.

17. **INSURANCE:** At the time of execution of this Agreement, Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the insurance coverage required by the Master Agreement. The Certificate of Insurance shall name the City of Boynton Beach, and its officers, employees and agents as an additional insured.

18. **LIMITATION OF LIABILITY:** Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Vendor beyond the amount remaining due to Vendor under the Agreement, regardless of whether said liability be based

in tort, contract, indemnity or otherwise; and in no event shall City be liable to Vendor for punitive or exemplary damages or for lost profits or consequential damages.

19. **INDEPENDENT CONTRACTOR:** The Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Vendor is an independent contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose.

20. **COMPLIANCE WITH LAWS:** Vendor hereby warrants and agrees that at all times material to the Agreement, Vendor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

21. **ASSIGNMENT:** In the event this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered, under any circumstances by Vendor, Vendor must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any change of ownership of Company shall constitute an assignment that requires City's approval. Notwithstanding the foregoing, Vendor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Vendor shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

22. **AGREEMENT SUBJECT TO FUNDING:** The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding. Early termination by City due to loss of funding shall not obligate Vendor to refund any prepaid fees.

23. **ENTIRE AGREEMENT.** The Agreement, including the Master Agreement, sets forth the entire Agreement between the City and the Vendor with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

24. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Signature Page to follow

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

CITY OF BOYNTON BEACH, FLORIDA

Daniel Dugger, City Manager

CENTERLINE DRILLING, INC.

(Signature), Company

John Say, Jr.

Print Name of Authorized Official

President

Title

Approved as to Form:

Shawna G. Lamb

Shawna G. Lamb, City Attorney

(Corporate Seal)

Attested/Authenticated:

Maylee DeJesus, City Clerk

Attest/Authenticated:

(Signature), Witness

Kim Federer

Print Name

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

EXHIBIT A
VENDOR'S PROPOSAL RATES

CENTERLINE DRILLING, INC.

WATER WELL CONTRACTOR LICENSE #11132

1696 Old Okeechobee Road, 3-C
West Palm Beach, Florida 33409
ctrlinedrilling@aol.com
(561) 615-0988 Office
(561) 615-3651 Fax

January 23, 2024

To: City of Boynton Beach
124 E. Woolbright Road
Boynton Beach, Florida 33435

Attn: Bryan Heller, MPA

Centerline Drilling, Inc. agrees to allow the City of Boynton Beach to piggyback our existing contract with the Town of Jupiter Island (Bid SMRU ITB 2023-01) with the same terms, conditions, specifications, and pricing which represents our lowest contract prices we have with any other government entity within the State of Florida.

If you have any questions, please do not hesitate to contact the office.

Sincerely,
Centerline Drilling, Inc.
John Say Jr.
John Say Jr.
President

EXHIBIT A

(B3)

SCHEDULE OF BID ITEMS (Revised)

TOWN OF JUPITER ISLAND: ITB 2023-01

PROJECT TITLE: SMRU Well Maintenance and Rehabilitation

Description	QTY	Unit	Unit Price	Extended Total
Mobilization & Demobilization of Equipment	4	EA	500.00	2,000.00
Remove pump, column pipe, wellhead, transducer	8	EA	900.00	7,200.00
Reinstall well pump, column pipe, wellhead, transducer	8	EA	900.00	7,200.00
Rotary brush clean existing well casing and screen, complete	80	HRS	200.00	16,000.00
Acidize existing well with 20% Sulfamic Acid, complete	2	EA	3,000.00	6,000.00
Sulfamic Acid	1 lb	/lb or /gal	4.00	4.00
Acidize existing well with 32% Hydrochloric Acid, complete	2	EA	4,500.00	9,000.00
Hydrochloric Acid	1 gal	/lb or /gal	6.00	6.00
Furnish and Install Gravel Pack	50	CF	50.00	2,500.00
Furnish and Install Cement	50	94 lb Sack	50.00	2,500.00
Furnish and Install Cement Grout	50	94 lb Sack	50.00	2,500.00
Development (including airlift, jetting, jetting with simultaneous airlift, and pump development)	160	HRS	250.00	40,000.00
Downhole Video Surveillance (Pre & Post)	8	EA	1,500.00	12,000.00
Well Disinfection ("Super Chlorination")	8	EA	1,200.00	9,600.00

Microbiological Sampling & Analysis (pre and post)	8	EA	300.00	2,400.00
Bacteriological Sampling & Testing (clearance)	8	EA	1,500.00	12,000.00
Disassembly and Inspection of Pump	4	EA	500.00	2,000.00
Pump/Motor Maintenance (In Shop)	80	HRS	100.00	8,000.00
Pump/Motor Retrieval	80	HRS	100.00	8,000.00
Install/Replace Column Pipe (markup over current market price)		%	10%	10%
Extra Work by Drilling Crew (with Equipment)	80	HRS	175.00	14,000.00
Extra Work by Drilling Crew (without Equipment)	80	HRS	50.00	4,000.00
Additional Parts Markup		%	10%	10%
Unidentified Parts Allowance	-	LS	$10,000.00	$10,000.00
Certified Welding Services (optional)	40	HRS	90.00	3,600.00
Licensed Electrician Services (optional)	40	HRS	130.00	5,200.00
SFWMD Flow Meter Calibration Services (optional)	8	EA	400.00	3,200.00
Total				188,910.00

Sign _____ Title President

Print John Seay, Jr.

Date 01/04/23

EXHIBIT B
AGREEMENT BETWEEN SMRU / TOWN OF JUPITER, FLORIDA
AND
CENTERLINE DRILLING, INC.

AGREEMENT

FOR CONTINUING WELL MAINTENANCE AND REHABILITATION SERVICES

THIS AGREEMENT with an Effective Date, as defined below, by and between the Town of Jupiter Island, ("Owner"), mailing address: 2 Bridge Road, Hobe Sound, FL 33455, and Centerline Drilling, Inc., a Florida corporation, mailing address: 1696 Old Okeechobee Rd., #3C, West Palm Beach, FL 33409, Phone number: 561-615-0988 (hereinafter referred to as "Contractor").

RECITALS

A. In response to SMRU ITB 2023-01 (the "ITB"), Contractor submitted a bid dated January 4, 2023 (the "Bid") for Continuing Well Maintenance and Rehabilitation Services ("Services"); and

B. Town has determined that Contractor's Schedule of Bid Items for the Services in Attachment #3 to the Bid, as set forth in Exhibit "A" attached to this Agreement ("Unit Prices") provides the best value to Town, and Town wishes to accept the Bid and enter into an agreement for Services; and

D. Contractor agrees to perform the Services for Town under the terms and conditions set forth in the ITB, the Bid and this agreement and the attached exhibits (collectively, the "Agreement").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. RECITALS

The foregoing recitals are true and are hereby made a part of this Agreement. Contractor agrees to provide the Services to Owner in accordance with the terms of this Agreement.

1. Term. The term of this Agreement commences on execution of this Agreement by Owner (the "**Effective Date**") and continues for a term of three (3) years. The Agreement may be renewed for two (2) one (1) year renewal terms upon agreement of both parties. Time is of the essence in the performance of this Agreement.

2. Unit Prices. The Unit Prices will be applicable during the term of this Agreement, as adjusted pursuant to the terms of the Contract Documents.

3. Service Requests.

A. No service requests under this Agreement are authorized upon execution of the Agreement. The Owner shall initiate requests for service by providing Contractor with a written service request (a "**Service Request**").

B. Each Service Request will set forth, among other things, the following:

i. The scope of service request requested;
ii. The time and schedule of service;
iii. The method and amount of compensation based upon the unit prices set forth in Section 3 above;
iv. Any modifications to this Agreement, if mutually agreed upon by the parties.

C. The services to be rendered by Contractor shall commence after the execution of each Service Request. Contractor's work shall be performed, completed and submitted to Owner as specified in the Service Request.

D. The terms and conditions of this Agreement shall be incorporated within and made a part of each Service Request.

4. Invoices. Applications for payments under the Agreement shall be submitted to the following:

Finance Director
South Martin Regional Utility/Town of Jupiter Island
P.O. Box 395
Hobe Sound, FL 33475

Notwithstanding any provision of the Contract Documents to the contrary, payment of each Invoice will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest payments, a dispute resolution provided detailed invoices are submitted in compliance with the terms of this Agreement.

5. Notice. All notices and other communications required in connection with this Agreement shall be in writing unless otherwise specified herein, and any notice or other communication required hereunder shall be e-mailed and mailed to the address set forth below, and shall be deemed delivered three (3) business days after the deposit of the mailed notice thereof in any main or branch office of the United States Post Office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties respectively as follows:

For notices and communications to Owner:

Town Manager
SMRU / Town of Jupiter Island
P.O. Box 395
Hobe Sound, FL 33475
Email: mventura@tji.martin.fl.us

For notices and communications to Contractor:

John Say, Jr.
Centerline Drilling, Inc.
1696 Old Okeechobee Rd, #3C
West Palm Beach, FL 33409
Email: ctrlinedrilling@aol.com

By notice complying with the foregoing requirements of this section, each party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address shall be effective until received.

6. Agreement Documents. Contractor agrees to complete all work in accordance with the Agreement Documents. The term "Agreement Documents" shall include all the terms and conditions and Work requirements contained in this Agreement, on Owner website(s), and the following documents, all of which taken together are incorporated herein and form the Agreement Documents: the ITB, the Bid. The terms and conditions of the ITB is incorporated herein and made a part of this Agreement, together with the Owner's Contractor General Conditions. The Agreement constitutes the entire agreement between Contractor and Owner and supersedes all prior verbal and written agreements, understandings, negotiations and discussions between the parties hereto. No verbal agreement or conversation with any officer, agent or employee of Owner either before or after execution of the Agreement shall affect or modify any of the terms or obligations contained in any of the documents comprising said Agreement Documents. For convenience sake, all of the Agreement Documents are not be attached to Agreement, but the indicated documents make up the Agreement Documents and are incorporated into the Agreement, regardless of whether they are attached.

7. Captions. The titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

8. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be held by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remaining provisions of this Agreement and the validity, enforceability, and application of such provisions to other persons or circumstances shall not be impaired thereby, but such remaining provisions of this Agreement shall be interpreted, applied and enforced so as to achieve, as near as may be, the purposes and intent of this Agreement to the greatest extent permitted by applicable law.

9. Waiver. Unless otherwise specifically provided herein, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. In any representation, warranty, or covenant by the other party, such waiver shall be limited to the breach so waived and shall not be deemed to waive any other breach under this Agreement.

10. Conflict of Interest. Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes, and as may be amended from time to time. Contractor further represents that no person having any interest shall be employed for said performance.

11. Warranties and Representations. Contractor restates, and makes current to the date of this Agreement, and incorporates in this Agreement, the warranties and representations in the Contract Documents. Prior to performance of any work under this Agreement and as a condition precedent to this Agreement, Contractor shall provide Owner a current Certificate of Corporate Principal, a current Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes, a current Certificate of Liability Insurance, a current State of Florida license certification, and a current Bidder's Qualifications Statement/Statement of Business Organization.

12. Termination. Owner may terminate this Agreement upon written notice to Contractor. Contractor's sole remedy upon such termination is to receive payments due under this Agreement for outstanding Service Request performed through the date of termination, which Service Requests terminate with the termination of the Agreement.

13. Allotment of Service Requests to Contractor. Owner, through its designated representative, shall, in its sole discretion, issue Service Requests to Contractor as deemed in the best interests of Owner. The Agreement in no way guarantees any future Service Requests. Owner retains the right to utilize other contractors or otherwise bid and execute procurements. Contractor shall have no right to appeal or challenge Owner's decision regarding distribution of Service Requests.

14. Choice of Law and Venue. This Agreement shall be construed and interpreted under the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically pre-empted by Federal law. To the extent Chapter 558, Florida Statutes, is applicable, the parties expressly opt out of the requirements of Chapter 558, Florida Statutes, within the meaning of Section 558.005(1), Florida Statutes. Venue with respect to any state or federal litigation in connection with this Agreement shall be exclusively in Martin County, Florida.

15. Availability of Funds. This Agreement is conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of Owner. If funding for this Agreement is in multiple years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one (1) year, but any contract so made will be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, Owner may terminate this Agreement upon notice to Contractor.

16. Scrutinized Companies List. Pursuant to Section 787.135, Florida Statutes, Contractor represents that it is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Additionally, if the Agreement Price is $1,000,000 or more, Contractor represents that neither Contractor nor its principals or owners are listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engages in business activities in Sudan or Cuba. Violations of this section may result in termination of the Agreement and recovery of all monies paid to Contractor under the Agreement.

17. Federal Labor/Employment Laws. In accordance with Section 255.20, Florida Statutes, Contractor represents that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding the subjects such as safety, tax withholding, workers' compensation, reemployment assistance of unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws with the past five (5) years.

18. Prohibited Persons. Neither Contractor nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Contractor) is or will be an entity or person(i) that is lists in the Annex t, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, http://www.treas. gov/offices/enforcement/ofac/sdn/t11sdn.pdf), (iii) who commits, threatens to commit or supports "terrorism", as that term is defined in EO13224, (iv) is subject to sanction of the United States Government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224, or (v) who is otherwise affiliated with any entity or person listed above (and all parties described in clauses (i) – (v) above are herein referred to as a "Prohibited Person".)

19. E-Verify/Verification of Employment Status. As required by Section 448.095(2)(a), Florida Statutes, Contractor represents to Owner that Contractor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. Contractor must provide documentation of its compliance with this requirement to Owner upon Owner's request. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit that the subcontractor does not employ an unauthorized alien. Contractor must maintain a copy of such affidavit(s) for the duration of the contract. Contractor must provide documentation of its subcontractors' compliance with this requirement to Owner upon Owner's request. Contractor agrees that its violation of this section will be grounds for the unilateral termination of the contract by Owner, which termination is not a breach of contract.

20. Public Records.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK, WHO IS OWNER'S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the Town Clerk
Town of Jupiter Island
2 S.E. Bridge Road
Hobe Sound, Florida 33475
772-545-0100
kkogos@tji.martin.fl.us

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and effective as of the date signed by Owner (the "Effective Date).

Authentication

Town Clerk

(TOWN SEAL)

THE TOWN OF JUPITER ISLAND

By: _____
Whitney D. Pidot
Its Mayor
Date: January 23, 2023

CENTERLINE DRILLING, INC.

By: _____
Name: John Say, Jr.
Its: President

EXHIBIT A

(B3)

SCHEDULE OF BID ITEMS (Revised)

TOWN OF JUPITER ISLAND: ITB 2023-01

PROJECT TITLE: SMRU Well Maintenance and Rehabilitation

Description	QTY	Unit	Unit Price	Extended Total
Mobilization & Demobilization of Equipment	4	EA	500.00	2,000.00
Remove pump, column pipe, wellhead, transducer	8	EA	900.00	7,200.00
Reinstall well pump, column pipe, wellhead, transducer	8	EA	900.00	7,200.00
Rotary brush clean existing well casing and screen, complete	80	HRS	200.00	16,000.00
Acidize existing well with 20% Sulfamic Acid, complete	2	EA	3,000.00	6,000.00
Sulfamic Acid	1 lb	/lb or /gal	4.00	4.00
Acidize existing well with 32% Hydrochloric Acid, complete	2	EA	4,500.00	9,000.00
Hydrochloric Acid	1 gal	/lb or /gal	6.00	6.00
Furnish and Install Gravel Pack	50	CF	50.00	2,500.00
Furnish and Install Cement	50	94 lb Sack	50.00	2,500.00
Furnish and Install Cement Grout	50	94 lb Sack	50.00	2,500.00
Development (including airlift, jetting, jetting with simultaneous airlift, and pump development)	160	HRS	250.00	40,000.00
Downhole Video Surveillance (Pre & Post)	8	EA	1,500.00	12,000.00
Well Disinfection ("Super Chlorination")	8	EA	1,200.00	9,600.00

Microbiological Sampling & Analysis (pre and post)	8	EA	300.00	2,400.00
Bacteriological Sampling & Testing (clearance)	8	EA	1,500.00	12,000.00
Disassembly and Inspection of Pump	4	EA	500.00	2,000.00
Pump/Motor Maintenance (In Shop)	80	HRS	100.00	8,000.00
Pump/Motor Retrieval	80	HRS	100.00	8,000.00
Install/Replace Column Pipe (markup over current market price)		%	10%	10%
Extra Work by Drilling Crew (with Equipment)	80	HRS	175.00	14,000.00
Extra Work by Drilling Crew (without Equipment)	80	HRS	50.00	4,000.00
Additional Parts Markup		%	10%	10%
Unidentified Parts Allowance	-	LS	$10,000.00	$10,000.00
Certified Welding Services (optional)	40	HRS	90.00	3,600.00
Licensed Electrician Services (optional)	40	HRS	130.00	5,200.00
SFWMD Flow Meter Calibration Services (optional)	8	EA	400.00	3,200.00
Total				188,910.00

Sign _____ Title President

Print John Say, Jr.

Date 01/04/23

COPY

(B1)

BID PACKAGE COVER SHEET

ITB 2023-01
Project Title: **SOUTH MARTIN REGIONAL UTILITY WELL MAINTENANCE AND REHABILITATION**

Bidder Company Name: Centerline Drilling, Inc.

Enclose the following documents:

- ✓ 1. Bid Package Cover Sheet. (B1)
- ✓ 2. Bid (B2) **Must be signed**
- ✓ 3. Schedule of Bid Items (B3) **Paper Form must be signed**
- ✓ 4. Reference List (B4)
- ✓ 5. Affidavit of Prime Bidder re Noncollusion (B5). Be sure to sign and notarize the signature.
- ✓ 6. Drug Free Certification (B6)
- ✓ 7. Copies of licenses, certifications, and registrations

Clearly mark the outside lower left corner of the Envelope with the firm name, Invitation to Bid number and title, and the date and time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING FORMS ARE TO BE RETURNED WITH YOUR BID.

Submit one (1) original, one (1) electronic version and five (5) photocopies of your Bid package.

AVOID BID REJECTION:

All bids must be submitted on the provided Bid forms (B1 – B6).

Forms B2 and B3 must be signed in ink by an officer authorized to bind the Bidder. All Forms must be fully completed.

BID

TOWN OF JUPITER ISLAND: ITB 203-01

Proposal of: Centerline Drilling, Inc.
(Bidder Company Name)

Bid Amount: One Hundred Eighty Eight Thousand Nine Hundred Ten 00/100 Dollars
(Write Out Dollar Amount Here)

($ 188,910.00)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor, and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. No Lobbying. Bidder acknowledges that contact by Bidder, or anyone representing Bidder, regarding this ITB or the Project, with the Town Mayor, any Town Commissioner, Officer, Town employee, other than the Town Clerk or the SMRU attorney, is grounds for disqualification.

2. This Bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.

3. The Bidder has carefully and to his full satisfaction examined ITB 2023-01, including the Scope of Work, Special Terms, General Conditions, supplemental conditions, technical specifications, and form of bond, if applicable, together with the accompanying drawings and plans, and Bidder has read all addenda issued by the Town.

4. Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) the site conditions that may impact its performance, including but not limited to, conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site. Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to Town.

5. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining Certificate(s) of Insurance immediately after receiving a Notice of Intent to Award, and 2) immediately obtain a Certificate of Registration for engaging in business from Town, as such documents will be required prior to execution of a Contract.

6. Bidder understands that the contract time starts on the date indicated in the Notice to Proceed.

7. Bidder furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the Town may withdraw the offer and contract with another bidder and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the Town, by forfeit as agreed and liquidated damages.

8. The Bidder states that this Bid is the only bid for this Project in which Bidder is interested; and Bidder shall not be a subcontractor or subcontractor on this Project.

10. Bidder acknowledges that within ten (10) days of receipt of the fully executed Contract, Bidder will record the required public construction bond with the Clerk of the Court in the Public Records of Martin County and provide a certified copy of the recorded bond to Owner prior to commencing work and submittal of first invoice.

11. All debris is to be legally disposed of at a licensed disposal site in accordance with Town, County, state, and federal standards.

12. The Town reserves the right to select and include one or more alternates in the Project and work.

13. The following officer, director or agent of the Bidder is also an employee of Town:

Name
N/A

Address
N/A

14. The following employee(s) of Town hold, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name
N/A

Address
N/A

15. Neither the Town nor its representatives warrant or represent that any award will be made as a result of the issuance of this ITB. Any recipient of this ITB or Bidder who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof.

16. Bidder and all affiliates, suppliers, subcontractor, or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

17. Bidder acknowledges that ADDENDA NO(S). 1 have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

18. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

19. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

20. The undersigned official of Bidder is properly authorized to submit this Bid and to bind the Bidder.

Bidder Company Name: Centerline Drilling, Inc.

Business Address: (Street, Town, State, Zip Code) 1696 Old Okeechobee Rd., #3C West Palm Beach, Florida 33409

State of Incorporation: Florida

Telephone: 561-615-0988 Fax: 561-615-3651

Email: ctrlinedrilling@aol.com

FEI/EIN # 42-1551177

BIDDER:

Signature of Official authorized to bind Bidder.

Print Name: John Say, Jr.

Title: President

Date: January 4, 2023

(COPY OF REGISTRATION OR BUSINESS TAX RECEIPT – MUST BE OBTAINED PRIOR TO CONTRACT EXECUTION)

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

(B3)

SCHEDULE OF BID ITEMS (Revised)

TOWN OF JUPITER ISLAND: ITB 2023-01

PROJECT TITLE: SMRU Well Maintenance and Rehabilitation

Description	QTY	Unit	Unit Price	Extended Total
Mobilization & Demobilization of Equipment	4	EA	500.00	2,000.00
Remove pump, column pipe, wellhead, transducer	8	EA	900.00	7,200.00
Reinstall well pump, column pipe, wellhead, transducer	8	EA	900.00	7,200.00
Rotary brush clean existing well casing and screen, complete	80	HRS	200.00	16,000.00
Acidize existing well with 20% Sulfamic Acid, complete	2	EA	3,000.00	6,000.00
Sulfamic Acid	1 lb	/lb or /gal	4.00	4.00
Acidize existing well with 32% Hydrochloric Acid, complete	2	EA	4,500.00	9,000.00
Hydrochloric Acid	1 gal	/lb or /gal	6.00	6.00
Furnish and Install Gravel Pack	50	CF	50.00	2,500.00
Furnish and Install Cement	50	94 lb Sack	50.00	2,500.00
Furnish and Install Cement Grout	50	94 lb Sack	50.00	2,500.00
Development (including airlift, jetting, jetting with simultaneous airlift, and pump development)	160	HRS	250.00	40,000.00
Downhole Video Surveillance (Pre & Post)	8	EA	1,500.00	12,000.00
Well Disinfection ("Super Chlorination")	8	EA	1,200.00	9,600.00

Microbiological Sampling & Analysis (pre and post)	8	EA	300.00	2,400.00
Bacteriological Sampling & Testing (clearance)	8	EA	1,500.00	12,000.00
Disassembly and Inspection of Pump	4	EA	500.00	2,000.00
Pump/Motor Maintenance (In Shop)	80	HRS	100.00	8,000.00
Pump/Motor Retrieval	80	HRS	100.00	8,000.00
Install/Replace Column Pipe (markup over current market price)		%	10%	10%
Extra Work by Drilling Crew (with Equipment)	80	HRS	175.00	14,000.00
Extra Work by Drilling Crew (without Equipment)	80	HRS	50.00	4,000.00
Additional Parts Markup		%	10%	10%
Unidentified Parts Allowance	-	LS	$10,000.00	$10,000.00
Certified Welding Services (optional)	40	HRS	90.00	3,600.00
Licensed Electrician Services (optional)	40	HRS	130.00	5,200.00
SFWMD Flow Meter Calibration Services (optional)	8	EA	400.00	3,200.00
Total				188,910.00

Sign _____ Title President

Print John Seay, Jr.

Date 01/04/23

SCHEDULE OF BID ITEMS

TOWN OF JUPITER ISLAND: ITB 2023-01

PROJECT TITLE: **SMRU Well Maintenance and Rehabilitation**

Description	QTY	Unit	Unit Price	Extended Total
Mobilization and Demobilization	4	EA		
Remove pump, column pipe, wellhead, transducer	8	EA		
Reinstall well pump, column pipe, wellhead, transducer	8	EA		
Rotary brush clean existing well casing and screen, complete	80	HRS		
Acidize existing well with Sulfamic Acid, complete	2	EA		
Acidize existing well with 32% Hydrochloric Acid, complete	2	EA		
Furnish and install temporary lap pipe over screen	1	EA		
Furnish and Install Gravel Pack	50	CF		
Remove excess gravel pack (and lap pipe)	1	EA		
Furnish and Install Cement	50	94 lb. Sack		
Furnish and Install Cement Grout	50	94 lb. Sack		
Airlift Development (including surging and simultaneous jetting)	160	HRS		
Pump Development (including step rate test and sand test)	160	HRS		
Static Downhole Video	8	EA		

Dynamic Downhole Video	8	EA		
Well Disinfection ("Super Chlorination")	8	EA		
Microbiological Sampling & Analysis (pre and post)	8	EA		
Bacteriological Sampling & Testing (clearance)	8	EA		
Certified Welding Services	40	HRS		
Licensed Electrician Services	40	HRS		
Flow Meter Calibration Services (SFWMD)	8	EA		
Disassembly and Inspection of Pump	4	EA		
Pump/Motor Maintenance (In Shop)	80	HRS		
Pump/Motor Retrieval	80	HRS		
Install/Replace Well Casing/Riser Casing/Column Pipe	1	HRS		
Extra Work by Drilling Crew (Foreman and one Crew Member) with Equipment	80	HRS		
Extra Work by Drilling Crew (Foreman and one Crew Member) without Equipment	80	HRS		
Major Site Restoration	40	HRS		
Minor Site Restoration	80	HRS		
Unidentified Parts Allowance	1	LS	$10,000.00	$10,000.00
Additional Parts Markup	-	%		
Total				

TOWN OF JUPITER ISLAND: ITB
2023-01

LIST OF REFERENCES

1. Owner's Name & Address: Town of Jupiter 210 Military Trail, Jupiter Florida 33458

Project: Construction of Well 12A & Surficial Aquifer Rehabilition Program yearly contract

Contact Person Allyson Felsburg

Telephone: ( ) 561-741-2735 Fax: ( ) 561-747-5634 E-Mail: AllysonF@jupiter.fl.us

2. Owner's Name & Address: City of Stuart - Water Treatment Fac- 121 SW Flagler Avenue, Stuart, FL 34994

Project: Surficial Aquifer Rehabilition and New Well 6R

Contact Person Michael Woodside

Telephone: (772) 288- 5343 Ext. 1 Fax: ( ) 772-781-7620 E-Mail: mwoodside@ci.stuart.fl.us

3. Owner's Name & Address: City of Coral Springs- 3800 NW 85th Ave, Coral Springs, FL 33065

Project: City of Coral Springs Water Supply Well Rehabilitation

Contact Person Alavn Jones

Telephone: ( ) 954-345-2162 Fax: ( ) 954-345-2169 E-Mail: ajones@coralsprings.org

4. Owner's Name & Address: Solid Waste Authority - 7501 N Jog Rd, WPB, Florida 33412

Project: Wells for Solid Waste Authority of Palm Beach

Contact Person Jamie R. Sullivan, PG

Telephone: ( ) 561-640-4000 - Ext 4632 Fax: ( ) 561-640-3400 Mail: jsullivan@swa.org

AFFIDAVIT OF BIDDER
Re Non-collusion and Public Entity Crime

(B5)

State of Florida }
County of Palm Beach }
John Say, Jr., being first duly sworn, disposes and says that:
(Name)

1. I am the President of Centerline Drilling, Inc. the Bidder.
(Title) (Name of Company)

2. I am fully informed respecting the preparation and contents of the attached Town of Jupiter Island; ITB 2023-01 Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. 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.

5. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) _____

(Print Name) John Say, Jr.

(Title) President

ON THIS 4 DAY OF January, 2023, the foregoing Affidavit of Bidder was acknowledged before me by John Say Jr Pres, the of Centerline Drilling Inc as an act of the Bidder. He/She is:

☑ personally know to me OR

☐ produced the following identification: _____

Notary Public signature: Kim Federer

KIM FEDERER
MY COMMISSION # GG 930923
EXPIRES: November 12, 2023
Bonded Thru Notary Public Underwriters

Print Name: Kim Federer

Commission No. GG930923

TOWN OF JUPITER ISLAND: ITB 2023-01

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies to the Town of Jupiter Island, Florida that

Centerline Drilling, Inc. does:
(Name of Business)

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 violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' 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 this bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendre* to any violation of Chapter 1893, 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.

Authorized Signature

John Say, Jr.
Print Name

January 4, 2023
Date

STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE
Issued to
John Say Jr

License No. 11132 Expires 7/31/2023

DISTRICT CERTIFICATION OFFICER

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

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

** LOCATED AT **
1696 OLD OKEECHOBEE RD
STE 3C
WEST PLAM BEACH FL 33409

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
WATER WELL CONTRACTOR	SAY JOHN A JR	PERMIT5011758W	B22.690250 8/27/2022	27.50	B40107170

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

SAY JOHN A JR
CENTERLINE DRILLING INC
1696 OLD OKEECHOBEE ROAD #3C
WEST PALM BEACH FL 33409-5219

STATE OF FLORIDA
PALM BEACH COUNTY
2022 / 2023 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200307585
EXPIRES: 9/30/2023

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

CITY OF WEST PALM BEACH
DEPARTMENT OF DEVELOPMENT SERVICES

Attached is your 2022-2023 Business Receipt evidencing payment of fees for your Local Business Tax; Certificate of Use (if applicable); Sidewalk Café Permit (if applicable); and/or Extended Hours Alcohol Permit (if applicable).

Business Tax Receipt: This document, based on the business category codes listed below, is your Business Tax Receipt. THIS BUSINESS TAX RECEIPT MUST BE DISPLAYED ON THE PREMISES IN A PLACE WHERE IT MAY BE SEEN AT ALL TIMES (Sec. 82-160 City Code).

Certificate of Use: A certificate of use may be suspended or revoked in accordance with Sec. 22-39 of the City Code.

Sidewalk Café Permit: A sidewalk café permit requires compliance with the conditions in Secs. 78-345 and 78-347 of the City Code. A sidewalk café permit may be suspended or revoked pursuant to Sec. 78-348 of the City Code.

Extended Hours Alcohol Permit: An extended hours alcohol permit requires compliance with the conditions in Sec. 6-8 of the City Code and may be suspended or revoked as provided in said section.

FOR INFORMATION CALL (561) 805-6700 EMAIL businesstax@wpb.org HOURS 8:00 AM - 5:00 PM — MONDAY - FRIDAY

INSTRUCTIONS: PLEASE POST IN A CONSPICUOUS PLACE AT YOUR PLACE OF BUSINESS.

CITY OF WEST PALM BEACH

2022 to 2023 BUSINESS RECEIPT

NOT TRANSFERABLE
CITY OF WEST PALM BEACH
P.O. BOX 3147 WEST PALM BEACH FL 33402

0000008393
CENTERLINE DRILLING INC
1686 OKEECHOBEE RD # 3C

WATERWELL DRILLING

BUS. TAX ID	CATEGORY	DESCRIPTION	FEE
28981	237110	WATER & SEWER LINE & RELATED STRUCTURES	86.81

EXPIRES SEPTEMBER 30, 2023

TOTAL→ 86.81

** PAID 86.81 ** BAL ** 0.00

THIS DOCUMENT NOT VALID UNTIL FUNDS ARE COLLECTED

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/22/2022

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
SUNZ Insurance Solutions, LLC. ID: (Howard)
c/o Howard Leasing, Inc.
6302 Manatee Ave. W
Bradenton, FL 34209

CONTACT NAME: Sondra Kelly
PHONE (A/C, No, Ext): 941-761-7704 FAX (A/C, No): 941-761-7706
E-MAIL ADDRESS: skelley@howardleasinginc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SUNZ Insurance Company	34762
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Howard Leasing, Inc.
6302 Manatee Avenue West, Suite K
Bradenton FL 34209

COVERAGES **CERTIFICATE NUMBER:** 67876195 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC013-00001-022	5/1/2022	5/1/2023	✓ PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N/A		WC013-00001-021	5/1/2021	5/1/2022	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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: Centerline Drilling Inc Client Eff Date: 5/1/2018

CERTIFICATE HOLDER

1237

South Martin Regional Utility
Town of Jupiter Island
PO Box 395
Hobe Sound FL 33475

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

Rick Leonard

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/22/2022

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
Blackadar Insurance Agency, Inc.
1436 N Ronald Reagan Blvd
Longwood FL 32750

CONTACT NAME: Ella Nulph
PHONE (A/C, No, Ext): 407-831-3832 FAX (A/C, No): 407-830-4681
E-MAIL ADDRESS: ella@blackadar.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Depositors Insurance Company	42587
INSURER B : Westchester (a Chubb Company)	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CENTDRI-01
Centerline Drilling, Inc
1696 Old Okeechobee Rd
Suite 3C
West Palm Beach FL 33409

COVERAGES **CERTIFICATE NUMBER:** 790704374 **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			ACP3048715557	3/26/2022	3/26/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X XCU						MED EXP (Any one person)	$ 10,000
	X Contractual Liab						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ACP3048715557	3/26/2022	3/26/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Pollution Liability			G28411625002	2/22/2022	2/22/2023	Aggregate Each Condition Deductible	2,000,000 1,000,000 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured and Blanket Waiver of Subrogation applies; with regard to General Liability and Business Auto when required by written contract.

CERTIFICATE HOLDER

South Martin Regional Utility
Town of Jupiter Island
PO Box 395
Hobe Sound FL 33475

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
By L B

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Centerline Drilling, Inc.

2 Business name/disregarded entity name, if different from above
Centerline Drilling, Inc.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1696 Old Okeechobee Rd., #3C

Requester's name and address (optional)

6 City, state, and ZIP code
West Palm Beach, Florida 33409-5273

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
4 2 - 1 5 5 1 1 7 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 01/04/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Initialed

South Martin Regional Utility

SMRU CONTINUING WELL MAINTENANCE AND REHABILITATION SERVICES

ITB 2023-01 **Addendum No. 1**

(25 pages)

Addendums to this bid solicitation state additional information that must be considered as part of the proposal for construction services and to disseminate any questions asked during the Q&A period. Additionally, any changes to bid documents are noted by addendum and it is up to the bidder to take corrective measures to amend his document to maintain relevant bidding information.

All addendums will be distributed via email and must be printed, initialed, and attached to the bid at the time of presentation to the Town. This addendum is the final addendum and the only one which will be issued as part of the bid process.

Please review the information below carefully before presenting your bid:

1.) The attached, revised SECTION 1- SCOPE OF WORK (ATTACHMENT 1), shall replace in its entirety the original Section 1 SCOPE OF WORK as provided in the original invitation to bid.

2.) Maps and specifications of all wells within the SMRU utility system has been included as part of the Invitation to Bid. Please review the information in (ATTACHMENT 2) for further information.

3.) The attached, revised SECTION B3- SCHEDULE OF BID ITEMS (ATTACHMENT 3), shall replace in its entirety the original SECTION B3- SCHEDULE OF BID ITEMS as provided in the original invitation to bid. Use this, revised bid schedule for pricing work.

4.) The following questions were received, accompanying responses are presented in **bold**.

Question 1

Q: Please provide the amounts of hydrochloric acid and sulfamic acid that are expected in each event.

A: The volumes vary from well to well and must be calculated for each specific site based on their construction. See revised scope of work for further information.

Question 2

Q: Please provide discharge locations for all development, testing and any other pumping events.

A: See revised scope of work for further information.

Sign _____ Title Presicent

Print John Say, JR. Date 01/04/23

Question 3
Q: Please clarify what specific tests are expected for microbiological sampling and analysis.

A: See revised scope of work for further information.

Question 4
Q: Please provide well construction details of all wells (diameters, depths, pump sizes, etc.)

A: See attached Well Construction Info taken from SFWMD Permit #43-00066-W.

Pump & Motor Info is as follows:

Remediation Wells – Wilo Pump (Model #: TWI04.70-12.75 M4) & Franklin Electric Motor (Model #: 2347288802g)

Surficial Wells – Grundfos Pump (Model #: C-16b70002p219190001) & Grundfos Motor (Model #: 78357214 Model C)

14n & 15n – Grundfos Pump (C-16B70002p239170001) and Franklin Electric Motor (Model #: 2366048120)

All wells are 480V except for 14n & 15n which are 240V

Question 5
Q: Please define the difference between Major and Minor site restoration.

A: Major site restoration is typically any work that would require heavy machinery or additional materials. If the discharge resulted washout of gravel or the excessive removal of soil, for example.

Minor site restoration is typically any work that can be done by hand (rake, shovel, pressure washing, etc.) This is typical cleanup of the wellsite post development (leveling the ground, etc.)

Question 6
Q: Shall the bidder provide the % for the Additional Parts Markup in the SOV?

A: **The bidder may bid up to, but not to exceed, 10%**

Revised "Section 1 Scope of Work" -December 27, 2022

SECTION 1 – SCOPE OF WORK

South Martin Regional Utility is an exclusively ground water supply treatment utility that has a total of twenty (20) wells of various sizes and depths into the surficial aquifer and the Floridan aquifer. These wells require periodic maintenance and rehabilitation to remain in compliance with FDEP regulations, SFWMD regulations, local City, County, and Health Department regulations, and/or to meet the needs of the utility.

The nature and scope of this bid is as follows:

Furnish all permits, labor, equipment, and materials necessary to perform well maintenance and/or rehabilitation of all wells owned and operated by South Martin Regional Utility (Town of Jupiter Island) located in Hobe Sound, Florida.

Well maintenance activities may include but are not limited to:

The removal/reinstallation of the wellhead and its components including downhole equipment and well piping; pump and motor inspection, repair, and/or replacement of well mechanical components including miscellaneous welding, well disinfection, and bacteriological clearance.

Well rehabilitation activities may include but are not limited to:

The removal/repair/reinstallation/replacement of the wellhead and its components, static and dynamic downhole well videos, brushing existing well casings, replacing/adding casing/column pipe, chemical treatment of wells, removal/replacement of gravel pack, well development including airlift development, high velocity jetting with simultaneous airlift development, and pump development, well performance pump testing, well disinfection, bacteriological clearance, site restoration, and completion of all required work to the extent that the well facility has been successfully rehabilitated, returned to service, and accepted by the OWNER based on the intent of the contract documents.

The scope of each bid item is as follows:

1. Mobilization & Demobilization of Equipment

This is an overall expense to get all needed equipment, material. and personnel to and from SMRU to rehabilitate all wells in ownership and operation by SMRU.

Mobilization/Demobilization includes but is not limited to the following principle items:

- Mobilize men. materials. and equipment to the wellsite
- Demobilize men, materials, and equipment from the wellsite

2. Remove pump, column pipe, wellhead, transducer

The transducer (and/or any other measurement device) should be removed from the stilling well and stored in a safe and secure manner as instructed by the SMRU representative on site. The wellhead, column pipe, stilling well, and pump/motor should all be removed and stored on site for the duration of work as necessary. These items should be protected and kept out of the dirt to be reinstalled following the completion of the project.

3. Reinstall well pump, column pipe, wellhead, transducer

All items should be rinsed prior to installation to ensure that they are free from debris. As the pump, motor, and casing are being installed, the submersible pump cable and safety cable should be securely attached to the column pipe using heavy duty zip ties – tape is expressly prohibited from being inserted into the well. The stilling well for the transducer should be installed before installing the wellhead. All items inserted into the well should be sprayed with disinfectant (provided by SMRU) at the time of installation. The wellhead should be properly sealed to prevent intrusion and/or contamination.

4. Rotary brush clean existing well casing and screen, complete

Rotary brush cleaning is a mechanical method of cleaning the well casing. The brush diameter is to be no more than half an inch smaller than the inside diameter of the casing as determined in the field. This item is to be bid as an hourly rate and payment will be made for the actual number of hours spent brushing the well.

5. Acidize existing well with 20% Sulfamic Acid, complete

This shall be the total cost of mixing the acid to a strength of 20% and pumping it into the well. This line item does not include the cost of the Sulfamic Acid.

6. Sulfamic Acid

This line item is to account for fluctuations in the market price of Acid. The contractor is expected to list the price they pay for the chemical per project. The invoice is not to exceed the quoted markup of that price.

Note:
Sulfamic Acid may be purchased at any strength; however, unless otherwise authorized by SMRU, the solution strength must be 20% when injected into the well.

7. Acidize existing well with 32% Hydrochloric Acid, complete

This shall be the total cost of mixing the acid to a strength of 32% and pumping it into the well. This line item does not include the cost of the Hydrochloric Acid.

8. Hydrochloric Acid

This line item is to account for fluctuations in the market price of Acid. The contractor is expected to list the price they pay for the chemical per project. The invoice is not to exceed the quoted markup of that price.

Note:
Hydrochloric Acid may be purchased at any strength; however, unless otherwise authorized by SMRU, the solution strength must be 32% when injected into the well.

9. Furnish and Install Gravel Pack

Gravel pack is not expected to be part of every development project. This line item will be requested by SMRU on a case-by-case basis.

If requested: Levels shall be measured continuously during development with the use of tremie tubing and replenished as needed. Replacement gravel material shall be as specified for each well by SMRU or it's hydrogeologist. At the completion of development, the gravel elevation shall remain at the designated level.

10. Furnish and Install Cement

This shall be the cost of cement used to make various repairs to well pads and misc. appurtenances. The installation of the cement shall be billed hourly based on the "Extra Work by Drilling Crew (with/without equipment)."

11. Furnish and Install Cement Grout

This shall be the cost of cement grout used to make various repairs to well pads and misc. appurtenances. The installation of the cement grout shall be billed hourly based on the "Extra Work by Drilling Crew (with/without equipment)."

12. Development (including airlift, jetting, jetting with simultaneous airlift, and pump development)

The CONTRACTOR shall provide all pumps, motors, air compressors, surge tanks, discharge hoses and/or pipes, and other ancillary equipment needed to develop each production well to the extent that, as practical, suspended solids have been removed from the open hole, well bore, screen and/or gravel pack.

The CONTRACTOR shall provide all discharge hoses and/or pipes, settling tank(s), filtration devices, transfer pump(s), turbidity curtain(s), and other ancillary equipment to contain and treat well water generated during development activities such that discharge meets the requirements detailed in the Contract. A daily development log must be recorded daily and submitted to the OWNER for approval of development performed.

Note:
This line item is the actual hours spent performing development. All necessary equipment,

materials, etc. needed to complete the work should be covered under "Mobilization & Demobilization of Equipment."

13. Downhole Video Surveillance (Pre & Post)

A video survey must be performed prior to the beginning of the work and then again following the completion of the work. It is expected that the video be dynamic in nature in order to capture the entirety of the casing. The intended goal is to verify the effective development of the well and to identify any areas that may need future attention. Following the completion of the project, the pre and post video shall be provided to SMRU.

14. Well Disinfection ("Super Chlorination")

The CONTRACTOR shall disinfect each production well, pump facilities, wellhead, and added piping according to the requirements of FAC 62-555.315, AWWA C-654-13, and AWWA C-601. Disinfection procedures shall ensure that the disinfecting agent is uniformly applied throughout the entire water depth of the well, without relying on subsequent mechanical or surging action for dispersing the disinfectant. The complete disinfection program and methods followed, especially if materially different from those specified, shall be in accordance with Florida Department of Environmental Protection (FDEP) and all methods employed shall have their approval.

Due to the geological nature of the wells, HTH (calcium hypochlorite) shall not be permitted without prior authorization. Sodium Hypochlorite is the preferred chemical. The strength of available chlorine being injected shall not be less than 100ppm or more than 250ppm.

Final approval of the bacterial samples shall be received prior to the time that the system is placed into operation. Re-chlorination needed because of failing bacteriological test results shall be completed by the CONTRACTOR at his own expense.

15. Microbiological Sampling & Analysis (pre and post)

As requested by SMRU, the CONTRACTOR shall arrange sample collection by a certified laboratory. Samples must be taken at the desired production rate prior to beginning any work on the well and following the completion of disinfection of the well. The samples expected are as follows:

1. Prior to beginning well work, a sample must be taken to a certified lab for a full analysis that includes: HPC, bacterial count, fecal coliform, total coliform, fungal identification, and algal tests. Results of the pretesting should be provided to SMRU and shall be used to determine if any additional treatment is needed.

2. Following the completion of disinfection, a sample must be taken to a certified lab for a full analysis that includes: HPC, bacterial count, fecal coliform, total coliform, fungal identification, and algal tests. Results of the post testing should be provided to SMRU and shall be compared to the pretest to determine if any additional treatment is needed and/or to confirm successful treatment.

16. Bacteriological Sampling & Analysis (clearance)

Bacteriological clearance samples must be taken prior to returning a well to service following any major work (i.e. work that requires the wellhead seal to be broken).

Standard clearance samples consist of two total coliform tests performed over two consecutive days (i.e. one sample collected on day one and one sample collected on day two, approximately 24-hours later). Note - If post microbiological testing has been performed, this may act as one of the clearance samples.

If a well is offline for more than six months, a total of ten clearance samples must be collected as required by FDEP. To expedite the clearance of the well, two samples may be collected per day if they are a minimum of 6 hours apart.

If the well does not pass the necessary clearance samples, the CONTRACTOR must retest and/or re-chlorinate the well until the bacteriological clearance samples succeeds. All extra work will be at the CONTRACTOR's expense.

17. Disassembly and Inspection of Pump/Motor

Disassembly and Inspection of Pump/Motor shall include labor, materials, and equipment necessary to disassemble and inspect a submersible well pump/motor in an OWNER approved repair shop. Work shall include but not be limited to transporting pump/motor to and from well to an OWNER approved repair shop, disassembly, and inspection of pump/motor in shop, completion of pump test including determination of shut-off head, preparation of report, and recommendation for repair including cost of repair.

A report shall be provided following any pump inspection. The report shall include well number, pump manufacturer, pump size, pump speed, serial number of pump, pump curve, photographs, explanation of deficiencies, recommendations of repair, and cost of repair.

18. Pump/Motor Maintenance (in shop)

Maintenance of Pump/Motor at an OWNER approved repair shop shall include but not be limited to all labor and equipment needed to repair pump and motor in accordance with OWNER accepted recommendations and may include but not be limited to replacement of shafts, bearings, wear rings, adapters, and other materials on the pump based on an estimated quantity of hours from the Inspection Report submitted required for Disassembly and Inspection of Pump/Motor.

19. Pump/Motor Retrieval

Pump/Motor Retrieval is for all labor, materials, and equipment necessary to retrieve a pump motor from the well including but not limited to downhole video, fishing tool, labor and time spent fishing and retrieving, removal of motor, transporting of motor to water plant, removal and replacement of wellhead piping to access well with crane, and all other necessary appurtenances necessary to

complete the task. Payment shall be made at the Contract Unit Price for the number of hours spent fishing and retrieving the motor as witnessed and approved by the OWNER or OWNER'S representative.

20. Install/Replace Column Pipe (markup over current market price)

Replacement of column pipe is not expected to be part of every development project. This line item will be requested by SMRU on a case-by-case basis or at the recommendation of the CONTRACTOR. If requested, the preferred column pipe is Certa-Lok and this line item is used to pay for all couplers, splines, and any other necessary parts. All quotes must be itemized and approved by OWNER prior to the purchase of parts or start of work. Failure to do so will result in no payment of this Pay Item by OWNER.

21. Extra Work by Drilling Crew (with equipment)

Extra work performed by the crew with equipment (crane, boom truck and/or associated equipment necessary to perform the work) shall be paid for at the Contract Unit Price based on the amount of approved time used based on the OWNER or OWNER's HYDROGEOLOGIST. CONTRACTOR must receive approval from OWNER and OWNER's HYDROGEOLOGIST to bill against this Pay Item before actual time is incurred. Failure to do so will result in no payment of this Pay Item by OWNER.

22. Extra Work by Drilling Crew (without equipment)

Extra work performed by the crew without equipment shall be paid for at the Contract Unit Price based on the amount of approved time used based on the OWNER or OWNER's HYDROGEOLOGIST. CONTRACTOR must receive approval from OWNER and OWNER's HYDROGEOLOGIST to bill against this Pay Item before actual time is incurred. Failure to do so will result in no payment of this Pay Item by OWNER.

23. Additional Parts Markup

This line item is to cover the cost of any parts not identified by this contract. SMRU will accept a parts markup not to exceed 10%. To receive payment, CONTRACTOR must provide receipts of parts as justification for markup.

24. Unidentified Parts Allowance

This item is intended for specialized small parts and procurement of items not stocked by the OWNER needed to complete rehabilitation of wells and avoid delays associated with placing the wells back into service. CONTRACTOR shall supply OWNER with Receipts for all items for which payment is requested under this pay item. Written approval of OWNER is required before any parts or items are purchased under this pay item. Failure of the CONTRACTOR to obtain OWNER'S approval in writing will result in non-payment of the items purchased. Labor shall not be charged under this pay item.

25. Certified Welding Services (optional)

Welding services shall be paid for at the contract unit price per hour of welding performed by a certified welder. CONTRACTOR must receive approval from OWNER to bill against the pay item before actual time is incurred. Failure to do so will result in no payment of this line item by the OWNER.

26. Licensed Electrical Services (optional)

Electrical services shall be paid for at the contract unit price per hour of electrical work performed by a licensed electrician. CONTRACTOR must receive approval from OWNER to bill against the pay item before actual time is incurred. Failure to do so will result in no payment of this line item by the OWNER.

27. SFWMD Flow Meter Calibration Services (optional)

Flow meter calibrating services shall be paid for at the Contract Unit Price per meter calibrated, including time, materials and labor necessary to complete any requested calibration services. A calibration report shall be provided to the OWNER in accordance with SFWMD requirements.

The nature and scope of the work requested in this bid (the "Work") is as follows:

Furnish all labor, equipment, and materials necessary to perform well maintenance and/or rehabilitation of all SMRU ground water supply wells and ground water monitor wells located in Hobe Sound, Florida.

Well maintenance activities may include but are not limited to:

The removal and reinstallation of the wellhead and its components (including downhole equipment and well piping); pump and motor inspection, maintenance, repair, and/or replacement; repair, maintenance and/or replacement of well mechanical components; and/or well disinfection and bacteriological clearance.

Well rehabilitation activities may include but are not limited to:

The removal, rehabilitation, reinstallation and/or replacement of the wellhead and its components (including downhole equipment and well piping); static and dynamic downhole well videos; brushing existing well casings; replacing/adding casing/column pipe; chemical treatment of wells; removal/replacement of gravel pack; well development (including airlift development, high velocity jetting with simultaneous airlift development, and pump development); well performance pump testing; miscellaneous electrical, welding, concrete, and/or grout work; well disinfection, bacteriological clearance, site restoration; and/or the completion of all required work to the extent that the well facility has been successfully rehabilitated, returned to service, and accepted by the OWNER based on the intent of the contract documents.

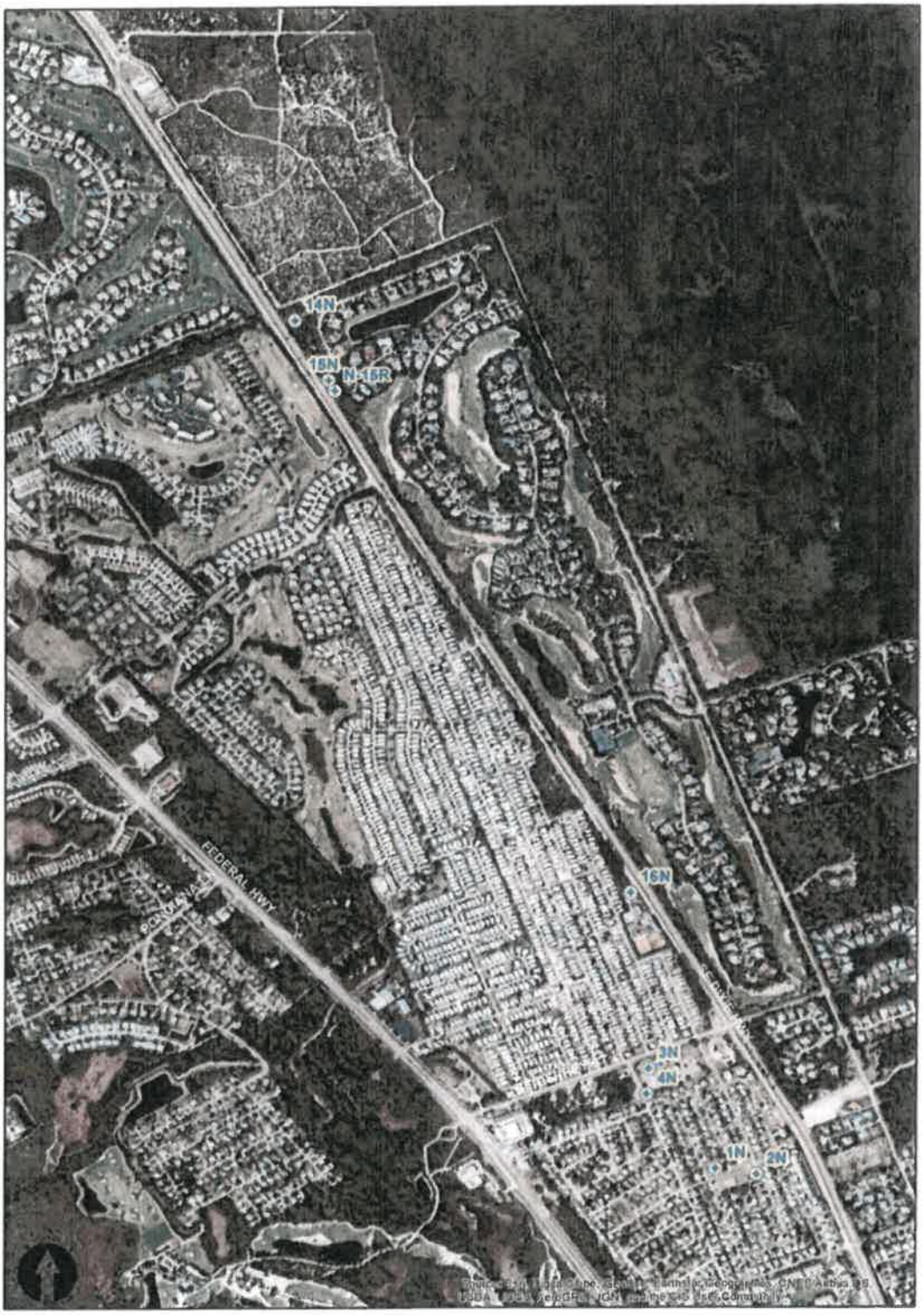


SOUTH MARTIN REGIONAL UTILITY

Locations of Public Water Supply Wells
South Water Treatment Plant

JLA Geosciences. Inc.

DATE: 9/22/2020	FIGURE NO.:
DRAWN BY: SD	
PROJECT NO: 04-021	



Surficial Aquifer Production Wells

Miles
0 0.2 0.4

SOUTH MARTIN REGIONAL UTILITY

Locations of Public Water Supply Wells
North Water Treatment Plant

JLA Geosciences. Inc.

DATE: 9/22/2020	FIGURE NO.:
DRAWN BY: SD	
PROJECT NO: 04-021	

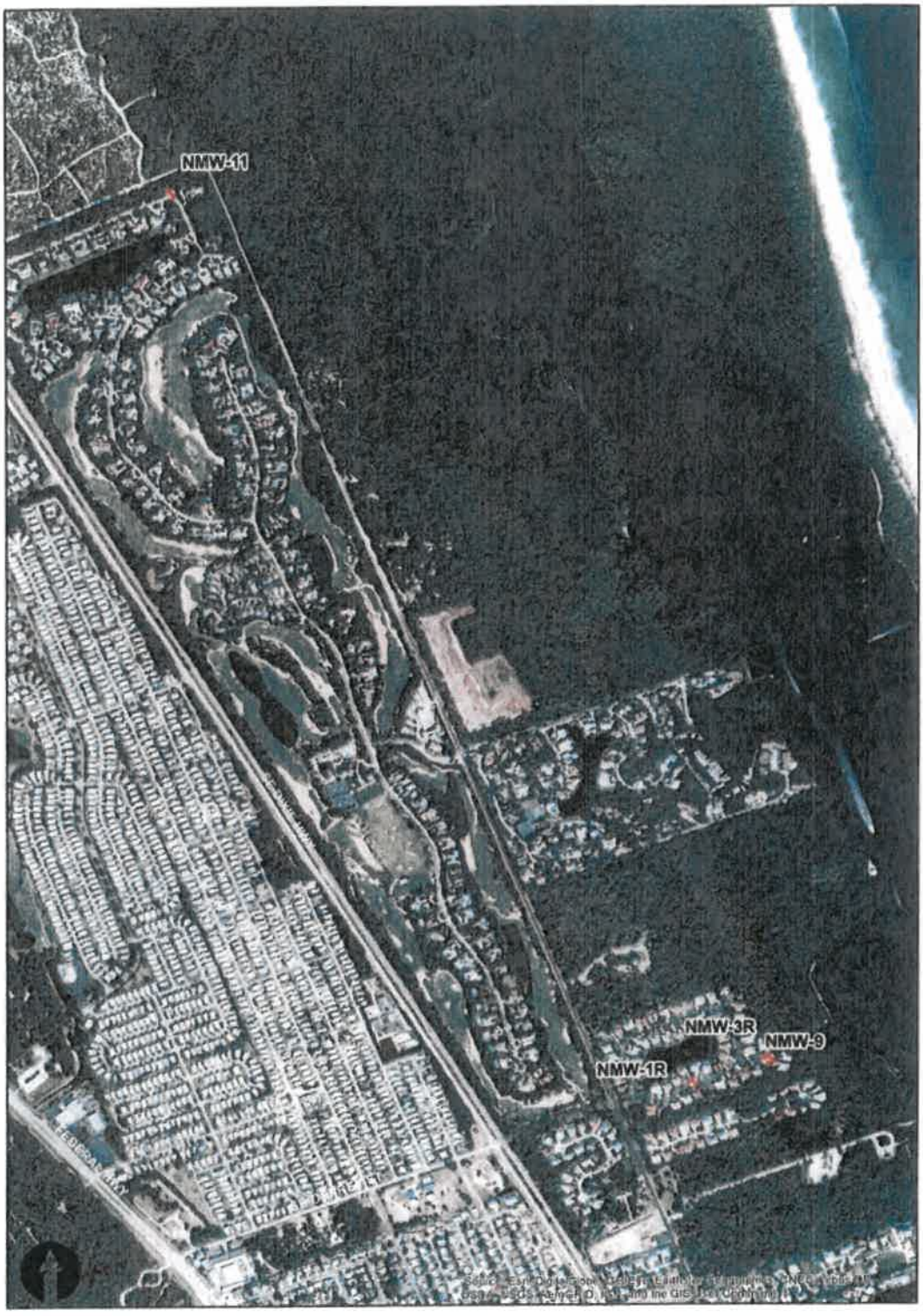


SOUTH MARTIN REGIONAL UTILITY

Locations of Public Water Supply Monitor Wells
South Water Treatment Plant

JLA Geosciences. Inc.

DATE: 9/22/2020	FIGURE NO.:
DRAWN BY: SD	
PROJECT NO: 04-021	



Monitor Wells

Miles
0 0.15 0.3

SOUTH MARTIN REGIONAL UTILITY

Locations of Public Water Supply Monitor Wells
North Water Treatment Plant

JLA Geosciences. Inc.

DATE: 9/22/2020	FIGURE NO.:
DRAWN BY: SD	
PROJECT NO: 04-021	

TABLE - A
Description Of Wells.

Application Number: 200320-8

Well ID	7394	7395	7397	7398	7383	7387
Name	S5	S6	S8	S9	S10	S14
Map Designator	S5	S6	S8	S9	S10	S14
FLUWID Number						
Well Field	South Wellfield SAS	South Wellfield SAS	South Wellfield SAS	South Wellfield SAS	South Wellfield SAS	South Wellfield SAS
Existing/Proposed	E	E	E	E	E	E
Well Diameter(inches)	16	16	20	20	16	16
Total Depth(feet)	96	85	104	104	105	100
Cased Depth(feet)	66	54	60	55	65	60
Facility Elev. (ft. NGVD)						
Screened Interval						
From						
To						
Pumped Or Flowing	P	P	P	P	P	P
Pump Type	Electric Turbine	Electric Turbine	Electric Turbine	Electric Turbine	Vertical Turbine	Vertical Turbine
Pump Int. Elev.						
Feet (NGVD)						
Feet (BLS)						
Pump Capacity(GPM)	258	258	258	258	258	258
Year Drilled	1984	1984	1963	1963	1968	
Planar Location						
Source	DIGITIZED	DIGITIZED	DIGITIZED	DIGITIZED	DIGITIZED	REVIEWER
Feet East	940217	940349	939612	939327	939574	938678
Feet North	988875	988615	988606	988608	989141	988729
Accounting Method	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter
Use Status	Primary	Primary	Primary	Primary	Primary	Primary
Water Use Type	Public Water Supply Water Shortage Monitoring Facility Monitor	Public Water Supply Water Shortage Monitoring Facility Monitor	Public Water Supply Monitor	Public Water Supply Monitor	Public Water Supply Water Shortage Monitoring Facility Monitor	Public Water Supply Monitor
Aquifer	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System

Exhibit No: 3

TABLE - A
Description Of Wells.

Application Number: 200320-8

Well ID	7388	7389	124616	124045	263266	124046
Name	S15	S16	S19	RO-1	RO-3	RO-2
Map Designator	S15	S16	S19	RO-1	RO-3	RO-2
FLUWID Number						
Well Field		South Wellfield SAS	South Wellfield SAS	South Wellfield Upper	South Wellfield Upper	South Wellfield Upper
Existing/Proposed	E	E	E	E	P	E
Well Diameter(inches)	16	16	16	12	12	12
Total Depth(feet)	100	105	125	1400	1400	1400
Cased Depth(feet)	60	65	70	1150	1150	1150
Facility Elev. (ft. NGVD)						
Screened Interval						
From						
To						
Pumped Or Flowing	P	P	P	P	P	P
Pump Type	None	Vertical Turbine	Submersible	Submersible	Submersible	Submersible
Pump Int. Elev.						
Feet (NGVD)						
Feet (BLS)						
Pump Capacity(GPM)	0	369	258	1725	1725	1725
Year Drilled						
Planar Location						
Source	DIGITIZED	DIGITIZED	DIGITIZED	DIGITIZED	DIGITIZED	DIGITIZED
Feet East	938126	939126	937541	941263	938025	939241
Feet North	989169	989321	989080	989068	989155	989209
Accounting Method	None	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter
Use Status	To be Plugged and Abandoned	Primary	Primary	Primary	Primary	Primary
Water Use Type	Public Water Supply Monitor	Public Water Supply Monitor	Public Water Supply Monitor	Public Water Supply	Public Water Supply	Public Water Supply
Aquifer	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Upper Floridan Aquifer	Upper Floridan Aquifer	Upper Floridan Aquifer

TABLE - A
Description Of Wells.

Application Number: 200320-8

Well ID	126457	126458	126459	28884	28885	124614
Name	R-1	R-2	R-3	N1A	N2A	N3A
Map Designator	R-1	R-2	R-3	N1A	N2A	N3A
FLUWID Number						
Well Field	South Wellfield Salt	South Wellfield Salt	South Wellfield Salt	North Wellfield SAS	North Wellfield SAS	North Wellfield SAS
Existing/Proposed	E	E	E	E	E	E
Well Diameter(inches)	5	5	6	8	8	10
Total Depth(feet)	130	155	150	130	130	214
Cased Depth(feet)	90	100	110	120	120	204
Facility Elev. (ft. NGVD)						
Screened Interval From						
To						
Pumped Or Flowing	P	P	P	P	P	P
Pump Type	None	Centrifugal	Centrifugal	Submersible	Submersible	Submersible
Pump Int. Elev. Feet (NGVD)						
Feet (BLS)						
Pump Capacity(GPM)	0	100	100	300	240	350
Year Drilled						
Planar Location						
Source	DIGITIZED	DIGITIZED	DIGITIZED	DIGITIZED	DIGITIZED	DIGITIZED
Feet East	940213	940887	941206	932105	932503	931447
Feet North	988863	989119	989324	1005490	1005430	1006573
Accounting Method	None	Time Clock	Time Clock	Flow Meter	Flow Meter	Flow Meter
Use Status	Standby	Primary	Primary	Primary	Primary	Primary
Water Use Type	Aquifer Remediation and Recovery Water Shortage Monitoring Facility Monitor	Aquifer Remediation and Recovery Water Shortage Monitoring Facility Monitor	Aquifer Remediation and Recovery Monitor	Public Water Supply	Public Water Supply	Public Water Supply
Aquifer	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System

TABLE - A
Description Of Wells.

Application Number: 200320-8

Well ID	28889	21349	21350	29347	156035	156036
Name	N4A	N14	N15	N16	SW-1S	SW-1D
Map Designator	N4A	N14	N15	N16	SW-1S	SW-1D
FLUWID Number						
Well Field	North Wellfield SAS	North Wellfield SAS		North Wellfield SAS		
Existing/Proposed	E	E	A	E	E	E
Well Diameter(Inches)	8	10	10	10		
Total Depth(feet)	150	203	206	160	30	57
Cased Depth(feet)	135	189	189	150		
Facility Elev. (ft. NGVD)						
Screened Interval From						
To						
Pumped Or Flowing	P	P	P	P		
Pump Type	Submersible	Submersible	None	Submersible	None	None
Pump Int. Elev. Feet (NGVD)						
Feet (BLS)						
Pump Capacity(GPM)	170	500	0	400	0	0
Year Drilled						
Planar Location Source	DIGITIZED	DIGITIZED	DIGITIZED	DIGITIZED	APPLICANT	APPLICANT
Feet East	931435	927948	928275	931261	941750	941750
Feet North	1006297	1014674	1014032	1008485	989502	989502
Accounting Method	Flow Meter	Flow Meter	None	Flow Meter	None	None
Use Status	Primary	Primary	Abandoned	Primary	Monitor	Monitor
Water Use Type	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Monitor	Monitor Water Shortage Monitoring Facility
Aquifer	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System

Exhibit No: 3

TABLE - A
Description Of Wells.

Application Number: 200320-8

Well ID	156037	156038	156039	156040	156041	156048
Name	SW-3SR	SW-3DR	SW-3DLR	SW-4S	SW-4D	SW-7
Map Designator	SW-3SR	SW-3DR	SW-3DLR	SW-4S	SW-4D	SW-7
FLUWID Number						
Well Field						
Existing/Proposed	E	E	E	E	E	E
Well Diameter(inches)						
Total Depth(feet)	46	125	184	34	51	115
Cased Depth(feet)	36	115	174			
Facility Elev. (ft. NGVD)						
Screened Interval						
From						
To						
Pumped Or Flowing						
Pump Type	None	None	None	None	None	None
Pump Int. Elev.						
Feet (NGVD)						
Feet (BLS)						
Pump Capacity(GPM)	0	0	0	0	0	0
Year Drilled						
Planar Location						
Source	APPLICANT	APPLICANT	APPLICANT	APPLICANT	APPLICANT	APPLICANT
Feet East	940956	940956	940956	939866	939866	940232
Feet North	989021	989021	989021	988805	988805	988816
Accounting Method	None	None	None	None	None	None
Use Status	Monitor	Monitor	Monitor	Monitor	Monitor	Monitor
Water Use Type	Monitor	Monitor	Monitor Water Shortage Monitoring Facility	Monitor	Monitor	Monitor
Aquifer	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System

Exhibit No: 3

TABLE - A
Description Of Wells.

Application Number: 200320-8

Well ID	156049	156050	156051	156055	156276	156277
Name	SW-7D	SW-7DL	SW-7T	SW-11	SW-12S	SW-12D
Map Designator	SW-7D	SW-7DL	SW-7T	SW-11	SW-12S	SW-12D
FLUWID Number						
Well Field						
Existing/Proposed	E	E	E	E	E	E
Well Diameter(inches)						
Total Depth(feet)	65	159	119	47	79.75	140
Cased Depth(feet)						
Facility Elev. (ft. NGVD)						
Screened Interval						
From						
To						
Pumped Or Flowing						
Pump Type	None	None	None	None	None	None
Pump Int. Elev.						
Feet (NGVD)						
Feet (BLS)						
Pump Capacity(GPM)	0	0	0	0	0	0
Year Drilled						
Planar Location						
Source	APPLICANT	APPLICANT	APPLICANT	APPLICANT	APPLICANT	APPLICANT
Feet East	940232	940232	940232	941206	940440	940440
Feet North	988816	988816	988816	990035	989327	989327
Accounting Method	None	None	None	None	None	None
Use Status	Monitor	Monitor	Monitor	Monitor	Monitor	Monitor
Water Use Type	Monitor	Monitor	Monitor	Monitor	Monitor	Monitor
Aquifer	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System

Exhibit No: 3

TABLE - A
Description Of Wells.

Application Number: 200320-8

Well ID	156279	156278	156280	156281	156282	156060
Name	SW-13S	SW-13D	SW-13DL	SW-14S	SW-14D	MW-3D
Map Designator	SW-13S	SW-13D	SW-13DL	SW-14S	SW-14D	
FLUWID Number						
Well Field						
Existing/Proposed	E	E	E	E	E	E
Well Diameter(inches)						
Total Depth(feet)	78.75	115	197.85	68.97	121	90
Cased Depth(feet)						
Facility Elev. (ft. NGVD)						
Screened Interval						
From						
To						
Pumped Or Flowing						
Pump Type	None	None	None	None	None	None
Pump Int. Elev.						
Feet (NGVD)						
Feet (BLS)						
Pump Capacity(GPM)	0	0	0	0	0	0
Year Drilled						
Planar Location						
Source	APPLICANT	APPLICANT	APPLICANT	APPLICANT	APPLICANT	
Feet East	941162	941162	941162	940996	940996	938969
Feet North	989347	989347	989347	988771	988771	987575
Accounting Method	None	None	None	None	None	None
Use Status	Monitor	Monitor	Monitor	Monitor	Monitor	Monitor
Water Use Type	Monitor	Monitor	Monitor Water Shortage Monitoring Facility	Monitor	Monitor	Monitor
Aquifer	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System

Exhibit No: 3

TABLE - A
Description Of Wells.

Application Number: 200320-8

Well ID	156061	156062	156063	156065	156066	156265
Name	MW-4S	MW-4D	MW-4DL	MW-6	M-1044	M-1092
Map Designator		MW-4D	MW-4DL	MW-6	M-1044	M-1092
FLUWID Number						
Well Field						
Existing/Proposed	E	E	E	E	E	E
Well Diameter(inches)			4			
Total Depth(feet)	48	115	185	25	163	147.88
Cased Depth(feet)						
Facility Elev. (ft. NGVD)						
Screened Interval						
From						
To						
Pumped Or Flowing						
Pump Type	None	None	None	None	None	None
Pump Int. Elev.						
Feet (NGVD)						
Feet (BLS)						
Pump Capacity(GPM)	0	0	0	0	0	0
Year Drilled						
Planar Location						
Source		APPLICANT	APPLICANT	APPLICANT	APPLICANT	DIGITIZED
Feet East	937155	937155	937155	936539	940888	941758
Feet North	989058	989058	989057	988714	990444	989370
Accounting Method	None	None	None	None	None	None
Use Status	Monitor	Monitor	Monitor	Monitor	Monitor	Monitor
Water Use Type	Monitor	Monitor	Monitor	Monitor	Monitor	Monitor Water Shortage Monitoring Facility
Aquifer	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System

Exhibit No: 3

TABLE - A
Description Of Wells.

Application Number: 200320-8

Well ID	156266	156216	156218	156223	156225	280520
Name	M-1258	NMW-1R	NMW-3R	NMW-9	NMW-11	Well-N15R
Map Designator	M-1258	NMW-1R	NMW-3R	NMW-9	NMW-11	N15R
FLUWID Number						
Well Field						
Existing/Proposed	E	E	E	E	E	E
Well Diameter(inches)						12
Total Depth(feet)	18.2	200	200	55	180	200
Cased Depth(feet)		149	149	50	175	150
Facility Elev. (ft. NGVD)						
Screened Interval						
From						
To						
Pumped Or Flowing						P
Pump Type	None	None	None	None	None	Submersible
Pump Int. Elev.						
Feet (NGVD)						
Feet (BLS)						
Pump Capacity(GPM)	0	0	0	0	0	400
Year Drilled						
Planar Location						
Source	DIGITIZED	APPLICANT	APPLICANT	APPLICANT	APPLICANT	
Feet East	940888	933665	934380	934380	929606	928321
Feet North	990444	1007545	1007809	1007809	1015442	1013942
Accounting Method	None	None	None	None	None	Flow Meter
Use Status	Monitor	Monitor	Monitor	Monitor	Monitor	Primary
Water Use Type	Monitor	Monitor	Monitor	Monitor Water Shortage Monitoring Facility	Monitor	Public Water Supply
Aquifer	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System

Exhibit No: 3

TABLE - A
Description Of Wells.

Application Number: 200320-8

Well ID	280521	280552
Name	Well-R4	S15R
Map Designator	R4	Well S15R
FLUWID Number		
Well Field		
Existing/Proposed	E	P
Well Diameter(Inches)	6	16
Total Depth(feet)	150	100
Cased Depth(feet)	100	60
Facility Elev. (ft. NGVD)		
Screened Interval		
From		
To		
Pumped Or Flowing	P	P
Pump Type	Centrifugal	Vertical Turbine
Pump Int. Elev.		
Feet (NGVD)		
Feet (BLS)		
Pump Capacity(GPM)	100	400
Year Drilled		
Planar Location		
Source		
Feet East	941133	938126
Feet North	989057	989115
Accounting Method	Flow Meter	Flow Meter
Use Status	Primary	Primary
Water Use Type	Aquifer Remediation and Recovery	Public Water Supply
Aquifer	Surficial Aquifer System	Surficial Aquifer System

Exhibit No: 3

(B3)

SCHEDULE OF BID ITEMS (Revised)

TOWN OF JUPITER ISLAND: ITB 2023-01

PROJECT TITLE: SMRU Well Maintenance and Rehabilitation

Description	QTY	Unit	Unit Price	Extended Total
Mobilization & Demobilization of Equipment	4	EA	500.00	2,000.00
Remove pump, column pipe, wellhead, transducer	8	EA	900.00	7,200.00
Reinstall well pump, column pipe, wellhead, transducer	8	EA	900.00	7,200.00
Rotary brush clean existing well casing and screen, complete	80	HRS	200.00	16,000.00
Acidize existing well with 20% Sulfamic Acid, complete	2	EA	3,000.00	6,000.00
Sulfamic Acid	1 lb	/lb or /gal	4.00	4.00
Acidize existing well with 32% Hydrochloric Acid, complete	2	EA	4,500.00	9,000.00
Hydrochloric Acid	1 gal	/lb or /gal	6.00	6.00
Furnish and Install Gravel Pack	50	CF	50.00	2,500.00
Furnish and Install Cement	50	94 lb Sack	50.00	2,500.00
Furnish and Install Cement Grout	50	94 lb Sack	50.00	2,500.00
Development (including airlift, jetting, jetting with simultaneous airlift, and pump development)	160	HRS	250.00	40,000.00
Downhole Video Surveillance (Pre & Post)	8	EA	1,500.00	12,000.00
Well Disinfection ("Super Chlorination")	8	EA	1,200.00	9,600.00

Microbiological Sampling & Analysis (pre and post)	8	EA	300.00	2,400.00
Bacteriological Sampling & Testing (clearance)	8	EA	1,500.00	12,000.00
Disassembly and Inspection of Pump	4	EA	500.00	2,000.00
Pump/Motor Maintenance (In Shop)	80	HRS	100.00	8,000.00
Pump/Motor Retrieval	80	HRS	100.00	8,000.00
Install/Replace Column Pipe (markup over current market price)		%	10%	10%
Extra Work by Drilling Crew (with Equipment)	80	HRS	175.00	14,000.00
Extra Work by Drilling Crew (without Equipment)	80	HRS	50.00	4,000.00
Additional Parts Markup		%	10%	10%
Unidentified Parts Allowance	-	LS	$10,000.00	$10,000.00
Certified Welding Services (optional)	40	HRS	90.00	3,600.00
Licensed Electrician Services (optional)	40	HRS	130.00	5,200.00
SFWMD Flow Meter Calibration Services (optional)	8	EA	400.00	3,200.00
Total				188,910.00

PURCHASE REQUISITION NBR: 0000089085

STATUS: PURCHASING APPROVAL

REQUISITION BY: UTIL/BHELLER/WO
REASON: MAINTENANCE AND REHAB OF WELLS TO PRODUCE CLEAN WA
DATE: 11/05/24

SHIP TO LOCATION: EAST UTILITY ADMIN
SUGGESTED VENDOR: 16460 CENTERLINE DRILLING, INC.
DELIVER BY DATE: 11/12/24

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	BLANKET PO COMMODITY: BLDG CONSTRUC. SERVICES- SUBCOMMOD: MECHANICAL: FIRE PROTECT.	200000.00	DL	1.0000	200000.00	

REQUISITION TOTAL: 200000.00

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

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	40128115364650	REPAIR/MAINTENANCE SRVS. WELLS & SCREENS-R&M		100.00	200000.00
					200000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

Maintenance and rehabilitation of the wells to
produce sufficient clean water for both water
plants.
Commission approved date:3/5/2024
Resolution R24-048

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/23/2024

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 Blackadar Insurance Agency, Inc. 1436 N Ronald Reagan Blvd Longwood FL 32750	**CONTACT NAME:** Ella Nulph **PHONE (A/C, No, Ext):** 407-831-3832 **FAX (A/C, No):** 407-830-4681 **E-MAIL ADDRESS:** ella@blackadar.com
INSURED CENTDRI-01 Centerline Drilling, Inc 1696 Old Okeechobee Rd Suite 3C West Palm Beach FL 33409	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Depositors Insurance Company 42587 **INSURER B :** WESTCHESTER SURPLUS LINES INS CO 10172 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 690417545 **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 X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			ACP3008715557	3/26/2024	3/26/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			ACP3008715557	3/26/2024	3/26/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(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	 $ $ $
B	Pollution Liability			G28411625004	2/22/2024	2/22/2025	Aggregate Each Condition Deductible	2,000,000 1,000,000 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured and Blanket Waiver of Subrogation applies; with regard to General Liability and Business Auto when required by written contract.

CERTIFICATE HOLDER

City of Boynton Beach
100 East Ocean Avenue
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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Edmond, Jeanne

From: Certificate of Insurance
Sent: Tuesday, November 26, 2024 3:55 PM
To: Edmond, Jeanne
Cc: Kornblum, Jeffrey
Subject: RE: Centerline Drilling - COI

Hello,

This COI is accepted.

From: Edmond, Jeanne <edmondj@bbfl.us>
Sent: Tuesday, November 26, 2024 3:44 PM
To: Certificate of Insurance <COI@bbfl.us>
Cc: Kornblum, Jeffrey <KornblumJ@bbfl.us>
Subject: Centerline Drilling - COI

Good afternoon,

Please see attached COI – Centerline

Thank you.

Jeanne Edmond
Financial Coordinator
Boynton Beach Utilities, Administration
City of Boynton Beach
124 E Woolbright Rd | Boynton Beach, Florida 33435
561-742-6437
edmondj@bbfl.us | http://www.boynton-beach.org/

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

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/ 4/2025

Proposed Resolution No. R25-043- Award Request for Proposal No. BD25-014R for Supplemental Building Inspections and Plan Review Services to C.A.P. Government, Inc., GFA International, Inc. d/b/a Universal Engineering Sciences, Inc., and Calvin, Giordano & Associates, Inc., and approve Professional Services Agreements for a three-year term with the option to renew for one additional two-year term with the awarded Consultants who will be utilized on an "as needed basis" with an annual expenditure not to exceed $400,000 in the aggregate.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-043.

Explanation of Request: The City intends to award a contract with an initial term of Three (3) Years with One (1) Two-Year Renewal period.

The City of Boynton Beach's Building Department requires qualified and experienced firms to provide supplemental services to cover staffing on an as-needed basis for building, electrical, mechanical, and/or plumbing inspection and plan review services in accordance with the requirements of Florida Statutes 468, Part XII "Building Code Administrators and Inspectors" Business Inspector, and Application Technicians.

On November 1, 2024, the City's Purchasing division issued a Request for Proposals (RFP) BD25-014R- Professional Services Agreement for Supplemental Building Inspections and Plan Review Services (Consultant) to establish qualified and experienced firms to perform fire, building, electrical, mechanical and/or plumbing inspections, and plan review services on an "as needed basis."

This RFP was issued to maintain good service and responsiveness for plan review for residential and commercial applications, review Business Use Certification for change in occupancy requirements, and inspection services for structures in which permits have been issued by the City of Boynton Beach. The RFP requested that respondents provide hourly costs for Single and Multi-Discipline Field Inspectors and Single and Multi-Discipline Plans Examiner. The building department can increase and decrease services to meet service demand by utilizing temporary personnel.

On December 10, 2024, the solicitation closed with six response packages to the RFP. Two of the proposal packages were deemed non-responsive. The City created an evaluation committee to review the proposals. On January 8, 2025, the City held a publicly posted open-to-the-public evaluation committee meeting where all remaining proposal packages were

reviewed. The Committee determined they would like to shortlist the top-ranked firms and requested presentations. The top-ranked firms were C.A.P. Government, Inc., GFA International, Inc. d/b/a Universal Engineering Sciences, Inc., and Calvin, Giordano & Associates, Inc.

On January 14, 2025, the evaluation committee received presentations from all three firms. As a result of the presentations, the evaluation committee decided collectively that it would be in the City's best interest to request approval from the commission to award contracts to all three firms that will be utilized on a rotating basis. Therefore, staff recommends the Mayor and Commission approve contracts to C.A.P. Government, Inc., GFA International, Inc. d/b/a Universal Engineering Sciences, Inc., and Calvin, Giordano & Associates, Inc. for three years with the option for one two-year renewal with a total annual expenditure not to exceed $400,000 in the aggregate.

How will this affect city programs or services? By awarding to these three (3) vendors, the Building Department will be assured that there will be personnel available to provide immediate services as required.

Budgeted Item: Yes

Account Line Item and Description:

Funds will come from account numbers 130-2411-524.49-17 and 001-2211-522.49-17.

Fiscal Impact:

This is a budgeted item.

Attachments:
R25-043 Agenda_Item_2662-2025_Resolution_for_Suppl._Building_Inspections_to_CAP_Gov_t__GFA_Int_l__and_Calvin_
Exhibit A to Reso - BD25-014R - C.A.P. Government Inc.pdf
Exhibit B to Reso - BD25-014R - GFA International Inc dba UES.pdf
Exhibit C to Reso BD25-014R - CGA Signature.pdf
BD25-014R C.A.P. Government - Complete.pdf
BD25-014R - GFA Internationall- Complete.pdf
BD25-014R - Calvin Giordano&Assoc - Complete.pdf
BD25-014R - Supp Building Services - Final.pdf
CAP Gov - Sunbiz.pdf
GFA International - Sunbiz.pdf
CGA - Sunbiz.pdf

RESOLUTION NO. R25-043

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AWARDING REQUEST FOR PROPOSAL NO. BD25-014R FOR SUPPLEMENTAL BUILDING INSPECTIONS AND PLAN REVIEW SERVICES TO C.A.P. GOVERNMENT, INC., GFA INTERNATIONAL, INC. D/B/A UNIVERSAL ENGINEERING SCIENCES, INC., AND CALVIN, GIORDANO & ASSOCIATES, INC; APPROVING PROFESSIONAL SERVICE AGREEMENTS FOR A THREE-YEAR TERM WITH THE OPTION TO RENEW FOR ONE ADDITIONAL TWO-YEAR TERM WITH AWARDED CONSULTANTS TO BE USED ON AN AS-NEEDED BASIS, FOR AN AMOUNT NOT TO EXCEED $400,000 PER YEAR; AND PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of Boynton Beach's Building Division requires qualified and experienced firms to provide supplemental services to cover staffing on an as-needed basis for building, electrical, mechanical, and/or plumbing inspection and plan review services in accordance with the requirements of section 468, Florida Statutes, Part XII "Building Code Administrators and Inspectors" Business Inspector, and Application Technicians; and

WHEREAS, on November 1, 2024, the City's Purchasing division issued a Request for Proposals ("RFP") No. BD25-014R – Professional Services Agreement for Supplemental Building Inspections and Plan Review Services (Consultant) to establish qualified and experienced firms to perform fire, building, electrical, mechanical, and/or plumbing inspections and plan review services on an as-needed basis; and

WHEREAS, after the solicitation closed with six response packages to the RFP on December 10, 2024, and after the City held its open-to-public evaluation committee meeting on January 8, 2025, the top-ranked firms of the respondents were C.A.P. Government, Inc., GFA International, Inc. d/b/a Universal Engineering Sciences, Inc. ("UES"), and Calvin, Giordano & Associates, Inc.; and

WHEREAS, on January 14, 2025, the evaluation committee received presentations from all three of the aforementioned top-ranked firms, whereby the committee collectively decided that it would be in the City's best interest to request approval from the Commission to award contracts to all three firms that will be utilized on a rotating basis for three years, with the option for one

two-year renewal, with an annual expenditure of $400,000 split between all three firms; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve and authorize the Mayor to sign contracts with C.A.P. Government, Inc., GFA International, Inc. d/b/a Universal Engineering Sciences, Inc., and Calvin, Giordano & Associates, Inc. for three years with the option for one two-year renewal.

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, does hereby approve and authorize the Mayor to execute the contract with C.A.P. Government, Inc., a copy of which is attached hereto as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve and authorize the Mayor to execute the contract with GFA International, Inc. d/b/a Universal Engineering Sciences, Inc., a copy of which is attached hereto as Exhibit B.

SECTION 4. The City Commission of the City of Boynton Beach, Florida, does hereby approve and authorize the Mayor to execute the contract with Calvin, Giordano & Associates, Inc., a copy of which is attached hereto as Exhibit C.

SECTION 5. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute any ancillary documents necessary to accomplish the purposes of this Resolution.

SECTION 6. The City Clerk shall retain the fully executed contracts with C.A.P. Government, Inc., GFA International, Inc. d/b/a Universal Engineering Sciences, Inc., and Calvin, Giordano & Associates, Inc. as public records of the City.

SECTION 7. This Resolution shall take effect immediately.

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND C.A.P. GOVERNMENT, INC., FOR PROFESSIONAL SERVICES

RFP No. BD25-014R
SUPPLEMENTAL BUILDING INSPECTIONS AND PLAN REVIEW SERVICES (CONSULTANT)

This Agreement is made as of this ____ day of _____, 20___, by and between C.A.P. GOVERNMENT, INC., a Florida Profit Corporation, with a principal address of 343 Almeria Ave Coral Gables, FL 33134, hereinafter referred to as "Consultant," and the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City." In consideration of the mutual benefits, terms, and conditions hereinafter specified, the Parties agree as set forth below.

WHEREAS, the City issued Request for Proposals No. BD25-014R (the "RFP ") pursuant to state and local law to solicit proposals for SUPPLEMENTAL BUILDING INSPECTIONS AND PLAN REVIEW SERVICES (the "Services"); and

WHEREAS, the Consultant responded to the RFP by submitting its Proposal dated December 10, 2024 (the "Proposal"), and

WHEREAS, the City created an evaluation committee to review the proposals in a publicly noticed open-to-the-public meeting on January 8, 2025, in accordance with the requirements of the RFP; and

WHEREAS, the evaluation committee requested presentations from the top three ranked vendors on January 14, 2025; and

WHEREAS, the City's evaluation committee selected the Consultant as the best qualified to perform the Services; and

WHEREAS, the City desires to engage the Consultant to provide such services to the City on an as-needed basis according to the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of such covenants and conditions, the City and Consultant do hereby agree as follows:

1. **SERVICES AND METHOD OF ORDERING SERVICES**.
   a. **Services**. Consultant shall provide the type of services described in the Scope of Services attached hereto as **Exhibit A** (which services are hereinafter referred to as the "Services"). Consultant may be requested to provide specific Services for various and different tasks or projects. Consultant shall render the Services in a diligent, careful, thorough, and professional manner consistent with sound business practice and shall at all times provide City with the most sound and reasonable recommendations and advice. The standard of care for all Services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession practicing under similar circumstances or at the same time and in the same locality.
   b. **Method of Ordering Services**. Services will be rendered in response to periodic written Task Orders (each "Task Order") issued by the City on an as-needed basis. For each task or assignment, the City shall request the Consultant to develop for review by the City:
      i. A scope of services.
      ii. An estimate of fees and costs based on the hourly rates established in this Agreement with sufficient detail to identify the various elements of costs, which amount shall constitute a guaranteed maximum and shall not be exceeded without the prior written approval of City;

iii. A task/deliverable schedule; and
iv. A payment schedule based on deliverables, which may not be front-loaded.

The Consultant and City shall execute a written Task Order upon mutual agreement of the scope of services, fees and costs, task/deliverable schedule, and payment schedule. City shall not be liable to pay for any Services provided without a properly executed Task Order. Upon complete execution of a Task Order and issuance of a Purchase Order, Consultant shall provide all Services described in the Task Order, including all necessary, incidental, and related activities required for the full and complete performance of such Services. The form of the Task Order is attached hereto as **Exhibit B**. Any Task Order over the then-current procurement policy threshold shall require approval of the City Commission.

c. **Use of Subconsultants**. Consultant shall utilize only the subconsultants identified in a Task Order to provide the Services. Consultant shall obtain written approval of City before changing or modifying any subconsultants, which shall be automatically updated upon such written approval. Consultant shall bind in writing each and every approved subconsultant to the terms stated in this Agreement and the applicable Task Order, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 24 on Consultant's subconsultants.

d. **Services Provided in Response to Natural Disaster / Emergency.** Consultant provides services that the City may require in the event of a hurricane or other disaster. Consultant acknowledges and agrees that in such event, the City may apply to the State of Florida or the federal government for funds which will be used to pay Contractor or reimburse the City for payments made to Consultant. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions. Consultant desires to be eligible to be awarded disaster work and be compensated through federal funds. The City and Consultant agree that with respect to any services or work performed or provided by Consultant or its subconsultants under this Agreement arising or related to a disaster event, the provisions set forth in the FEMA Required Contract Terms (the "FEMA Requirements"), a copy of which is attached hereto as **Exhibit D** and incorporated herein by reference, shall apply. The FEMA Requirements shall only modify this Agreement upon the provision by Consultant of work or services required as a result of a disaster. The terms and conditions of the Agreement and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Agreement and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

2. TERM. This Agreement shall be for an initial term of **THREE** (**3**) years, commencing on January 21, 2025, and shall remain in effect through January 20, 2028 ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement.

The City reserves the right to renew the Agreement for one (1) additional two-year renewal term (the "Extension Term") on the same terms and conditions stated in this Agreement, subject to Consultant's satisfactory performance as determined by the City, determination by the City that renewal will be in the best interest of the City, and confirmation that Consultant is the sole source to provide the Services. The Mayor is authorized to execute the term extension amendment(s). If Consultant requests a rate change at the time of renewal, such change shall not become effective until a written amendment is approved by the City Commission and duly executed by the Parties.

3. TIME FOR PERFORMANCE.

a. **Commencement of Work**. Services under the Agreement and any applicable Task Order shall commence upon the City giving written notice to the Consultant to proceed along with a purchase order. Consultant shall perform all Services and provide all deliverables required pursuant to this Agreement and each Task Order. Time is of the essence for the Consultant's performance of the duties, obligations, and responsibilities required by this Agreement.

b. **Delays; Untimely Performance**.

i. **Delays; No Fault of Consultant**. If Consultant is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by the City or other governmental agencies having jurisdiction over the project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, the City shall grant a reasonable extension of time for completion of the Services. It shall be the responsibility of the Consultant to notify the City in writing whenever a delay in approval by a governmental agency is anticipated or experienced and whenever a delay has been caused by factors outside of the Consultant's control and to inform the City of all facts and details related to the delay. Consultant must provide such written notice to the City within three (3) business days after the occurrence of the event causing the delay.

ii. **Delays Due to Consultant**. If Consultant fails to substantially complete the Services in whole or in part on or before the date established in each Task Order, Consultant shall pay City its proportional share of any claim for damages arising out of the delay. This section shall not affect either Party's indemnification rights or obligations otherwise outlined in this Agreement.

c. **If Task Order Continues Beyond Term**. Consultant shall complete each executed Task Order without regard to whether such completion would cause Services to be performed after the expiration date of this Agreement. Any Task Order for which performance extends beyond the Term may be amended after that expiration date, provided that any additional Services, time, and compensation are permitted under this Agreement. The terms and conditions of this Agreement shall continue to govern Task Orders notwithstanding the expiration of this Agreement.

4. AMOUNT AND METHOD OF COMPENSATION.

a. **Compensation**. As compensation for Services rendered by the Consultant to the City pursuant to a duly executed Task Order. The Fee is based on the Hourly Rates outlined in the Fee Schedule attached hereto as **Exhibit C** and incorporated into this Agreement by reference.

b. The Fee shall be the sole compensation paid to Consultant in connection with the rendition of the Services and the performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Consultant.

c. **Subconsultant Fees**. If sub consulting is permitted, the Consultant shall bill the City for sub-consultant fees with no markup and within any applicable maximum not-to-exceed amount.

d. **CPI Increases.** All prices for the Initial Term **(THREE YEARS)** are fixed in accordance with the pricing stated in the Agreement. Consultant may request a price adjustment for labor unit prices for any applicable extension term. This request must be in writing, submitted to the City at least ninety (90) days before the start of the next applicable Extension Term, and accompanied by documentation to substantiate the need for the price adjustment.

Any price adjustment will be consistent with the Consumer Price Index ("CPI"). The CPI data will be obtained from the U.S. Bureau of Labor Statistics table for CPI for All Urban Consumers ("CPI-U"), All items in Miami-Fort Lauderdale-West Palm Beach, FL, all urban consumers, not seasonally adjusted or as amended or replaced by the agency. The City will designate a reasonably similar index if no such index is published.

In its sole discretion, the City will determine if Consultant's requested adjustment is in the City's best interest based on current market conditions and information regarding similar services in the area. City approval is required for any price adjustment requested by Consultant; the City will provide written notification to Consultant of City's decision to approve or reject any requested adjustment. The City may also initiate a price adjustment consistent with the CPI-U; unless otherwise stated in the Agreement, Consultant's written approval is required for any price adjustment initiated by City.

If approved by the City, the CPI price adjustment percentage is calculated as follows: the difference of the CPI current period less the CPI previous period, divided by the CPI previous period, times 100. The CPI current period means the most recently published monthly index before the Agreement's annual anniversary. The CPI previous period means for the same month of the prior year. Any year's CPI price adjustment percentage will not exceed a maximum change of three percent (3%).

Consultant acknowledges that any adjustment is at the City's sole discretion, and if the City does not approve any such adjustment, Consultant is obligated to perform the Services in full for the entire Term without the requested adjustment to pricing.

5. **NOTICES**. All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Consultant: C.A.P. Government, Inc.
343 Almeria Avenue
Coral Gables, Florida 33134
Monica De Castro
Telephone: 305-448-1711 3433
Email: mdcastro@capfla.com
65-0121594

Registered Agent Name and Address (Sunbiz):
CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

6. **INVOICES AND PAYMENT**. Invoices must identify the PO number Task Order project description and should be mailed to:

Boynton Beach Finance Department
Attn: Accounts Payable

P.O. Box 310
Boynton Beach, FL 33425

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, the person performing services, the nature of the service, the hourly rate, and the dates(s) of service. Invoices may be submitted after such services are performed; however, all services rendered before September 30th of any given year must be invoiced by September 30th of that year. Consultant shall provide a W-9 with the first invoice.

Payment shall be made only for services actually performed and completed pursuant to a duly executed Task Order and this Agreement. The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Consultant, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Consultant of liability for the defective, faulty, or incomplete rendition of the Services.

7. **TAX EXEMPT**. Prices applicable to the City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. The City will provide the Consultant with proof of tax-exempt status upon request.

8. **SOVEREIGN IMMUNITY**. Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive the City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

9. **ATTORNEY'S FEES**. If either Party brings suit to enforce the Agreement, each Party shall bear its own attorney's fees and court costs.

10. **PUBLIC RECORDS**. The City is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:
    a. Keep and maintain public records required by the City to perform the service when utilizing non-City-owned equipment;
    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, Consultant shall destroy all copies of such confidential and exempt records remaining in its possession once the Consultant transfers the records in its possession to the City; and
    d. Upon completion of the contract, Consultant shall transfer to the City, at no cost to the City, all public records in Consultant's possession. All records stored electronically by Consultant must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the City's information technology systems.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

11. **DISCRIMINATORY VENDOR AND SCRUTINIZED COMPANIES LISTS; COUNTRIES OF CONCERN**. Consultant represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Consultant represents and certifies that it is not, and for the duration of the Term, will not be, ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. Consultant represents that it is, and for the duration of the term will remain, in compliance with Section 286.101, Florida Statutes.

12. **E-VERIFY**. Consultant shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registering and using the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the termination date. If this Agreement is terminated for a violation of the statute by Consultant, Consultant may not be awarded a public contract for one (1) year after the date of termination.

13. **ENTITIES OF FOREIGN CONCERN**. The provisions of this section apply only if Consultant or any subconsultant will have access to an individual's personal identifying information under this Agreement. Consultant represents and certifies: (i) Consultant is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Consultant; and (iii) Consultant r is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the effective date of this Agreement, Consultant and any subconsultant that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 6. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

14. **ANTI-HUMAN TRAFFICKING**. On or before the effective date of this Agreement, Consultant shall provide City with an affidavit attesting that the Consultant does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

15. **COUNTRIES OF CONCERN**. The Consultant represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the term.

16. **PUBLIC ENTITY CRIME ACT**. Consultant represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Consultant further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Consultant has been placed on the convicted vendor list.

17. **CONTINGENCY FEE**. Consultant represents and warrants that it has not employed or retained any person or

entity, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

18. **TRUTH-IN-NEGOTIATION REPRESENTATION**. Consultant's compensation under this Agreement is based upon its representations to City. Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation may be reduced by City, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to City as the basis for Consultant's compensation in this Agreement.

19. **DULY LICENSED**. Consultant represents that it is duly licensed to perform the Services under this Agreement and will continue to maintain all licenses and approvals required to conduct its business.

20. **FORCE MAJEURE**. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, epidemic, pandemic, or other public health emergency, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency (collectively, "Force Majeure Event"), the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the affected Party shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such inability to perform due to the Force Majeure Event exceeds sixty (60) consecutive days, the Party that was not prevented from performance by the Force Majeure Event has the right to terminate this Agreement upon written notice to the other Party. This section shall not supersede or preclude the exercise of any right either Party may otherwise have to terminate this Agreement.

21. **DISPUTES**. Any disputes that arise between the parties regarding the performance of this Agreement and cannot be resolved through negotiations shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

22. **TERMINATION**.
    a. **Termination for Convenience**. This Agreement may be terminated by either Party for convenience upon fourteen (14) calendar days of written notice. In this event, the Consultant shall be compensated for services performed through the termination date, including services reasonably related to termination.
    b. **Termination for Cause**. In addition to all other remedies available to the aggrieved Party, this Agreement shall be subject to cancellation by either Party for cause, should the other Party 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 thirty (30) calendar days after receipt by the defaulting Party of written notice of such neglect or failure.
    c. In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date under the payment terms contained in this Agreement. Consultant shall immediately deliver all documents, written information, electronic data, and other materials concerning City projects in its possession to the City and shall cooperate in transitioning its consulting duties to appropriate parties at the direction of the City.
    d. Upon termination, this Agreement shall have no further force or effect, and the Parties shall be relieved of all further liability hereunder, except that the provisions of this section and the provisions regarding

property rights, insurance, indemnification, governing law, and litigation shall survive termination of this Agreement and remain in full force and effect.

23. **INDEMNIFICATION**. Consultant shall indemnify and hold harmless the City and its elected and appointed officers, agents, assigns and employees, consultants, separate Consultants, any of their subconsultants, or sub-subconsultants (collectively, "Indemnified Party"), from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the Indemnified Party arising out of or resulting from (A) Consultant's performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Consultant's, its agents, employees, subcontractors, subconsultants, participants, and volunteers, and (C) Consultant's failure to take out and maintain insurance as required under this Agreement. Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature against an Indemnified Party, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement. If considered necessary by the City and the City Attorney, the City may retain any sums due Consultant under this Agreement until all claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the City.

24. **INSURANCE**. At the time of execution of this Agreement, the Consultant shall provide the City with a copy of its Certificate of Insurance reflecting the following insurance coverage:
    a. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) shall include Employer's Liability with limits of One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) each condition, and One Million Dollars ($1,000,000.00) aggregate by condition.
    b. Comprehensive General Liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability shall include:
        i. Premises and/or Operations on an occurrence basis.
        ii. Completed Operations Liability on an occurrence basis.
        iii. Broad Form Property Damage.
        iv. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.

        The Certificate of Insurance shall name the City of Boynton Beach and its officers, employees, and agents as additional insured.
    c. Consultant shall require that each subconsultant maintains insurance coverage that adequately covers the Services provided by that subconsultant on substantially the same insurance terms and conditions required of Consultant under this article. Consultant shall ensure that all such subconsultants comply with these requirements and that "and its officers, employees, and agents as additional insured" is named as an additional insured under the subconsultants' applicable insurance policies. Consultant shall not permit any subconsultant to provide Services unless and until all applicable requirements of this article are satisfied.

25. **LIMITATION OF LIABILITY**. Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Consultant beyond the amount remaining due to Consultant under the Agreement, regardless of whether said liability be based in tort, contract, indemnity, or otherwise; and in no event shall City be liable to Consultant for punitive or exemplary damages or lost profits or consequential damages.

26. **INDEPENDENT CONTRACTOR**. The Agreement does not create an employee/employer relationship between the Parties. The Parties intend that Consultant is an independent contractor under this Agreement and shall

not be considered the City's employee for any purpose. Consultant shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement

27. **COMPLIANCE WITH LAWS**. Consultant hereby warrants and agrees that at all times material to the Agreement, Consultant shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

28. **BREACH OF REPRESENTATIONS**. Consultant acknowledges that City is materially relying on the representations, warranties, and certifications of Consultant stated in its Proposal and this Agreement, and City shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Consultant; (c) set off from any amounts due Consultant the total amount of any damage incurred; and (d) debarment of Consultant.

29. **ASSIGNMENT**. If this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered under any circumstances by Consultant, Consultant must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any company ownership change shall constitute an assignment that requires the City's approval. Notwithstanding the foregoing, Consultant may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Consultant shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

30. **NO LIEN**. The Consultant shall not at any time permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise, by any person or persons whomsoever to be filed or recorded against the City, against any City property or money due or to become due for any work done or materials furnished under this Agreement by Consultant.

31. **AGREEMENT SUBJECT TO FUNDING**. The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

32. **NON-EXCLUSIVE**. This Agreement is non-exclusive. City may retain additional entities to perform the same or similar work.

33. **REPRESENTATION OF AUTHORITY**. Consultant represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Consultant and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Consultant has with any third party or violates applicable law. Consultant further represents and warrants that execution of this Agreement is within Consultant's legal powers, and each individual executing this Agreement on behalf of Consultant is duly authorized by all necessary and appropriate action to do so on behalf of Consultant and does so with full legal authority.

34. **RIGHTS IN DOCUMENTS AND WORK**.
    a. **Ownership**. Any and all videos, photographs, documents, materials, data, or other work created by Consultant in connection with performing services, whether finished or unfinished ("Documents and Work"), shall be owned by City, and Consultant hereby transfers to City all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work.
    b. **Deliverables Upon Conclusion of Task Order**. Consultant shall deliver to the City for approval and acceptance, and before being eligible for final payment of any amounts due under any Task Order, all

documents and materials prepared for the City in connection with the Task Order. All such documents and records shall be provided within a reasonable time at no additional cost. Such documents may be provided electronically.

c. **Delivery Upon Expiration or Termination of Agreement**. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of City and shall be delivered by Consultant to City within seven (7) days after expiration or termination. Any compensation due to Consultant may be withheld until all Documents and Work are received as provided in this Agreement. Consultant shall ensure that the requirements of this section are included in all agreements with all subconsultant(s).

d. **Reuse of Project Documents**. City may, at its option, reuse (in whole or in part) the resulting end-product or deliverables resulting from Consultant's Services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in the applicable Scope of Services for any Task Order); and Consultant agrees to such reuse in accordance with this provision.

35. **CONSULTANT'S STAFF**. Consultant will provide the key staff identified in its Proposal as long as they are in Consultant's employment. Consultant will obtain prior written approval from the City to change key staff. Consultant shall provide City with such information as necessary for City to determine the suitability of proposed new key staff. City will be reasonable in evaluating key staff qualifications. If City desires to request removal of any of Consultant's staff, City shall first meet with Consultant and provide reasonable justification for said removal; upon such reasonable justification, Consultant shall use good faith efforts to remove or reassign the staff at issue.

36. **THIRD-PARTY BENEFICIARIES**. Neither Consultant nor City intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

37. **MATERIALITY AND WAIVER OF BREACH**. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and essential to the formation of this Agreement, and each is, therefore, a material term. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of this Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

38. **COUNTERPARTS AND MULTIPLE ORIGINALS**. This Agreement may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

39. **NON-DISCRIMINATION**. Consultant and any subconsultants shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

40. **CONTROLLING PROVISIONS**. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the RFP and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the RFP; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such a manner as to avoid conflicts between the provisions of the various documents.

41. **ENTIRE AGREEMENT**. The Agreement, including the RFP, the Proposal, and the Exhibits that are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties concerning the subject matter of this Agreement and supersede all prior and contemporaneous agreements and

understandings, oral or written, relating to said subject matter. This Agreement may only be modified by a written amendment executed by the City and Consultant.

42. **SEVERABILITY**. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

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

CITY OF BOYNTON BEACH, FLORIDA

Ty Penserga, Mayor

Approved as to Form:

Shawna G. Lamb, City Attorney

Attested/Authenticated:

Maylee DeJesus, City Clerk

CONSULTANT

(Signature), C.A.P. GOVERNMENT, INC

Carlos A. Penin, PE

Print Name of Authorized Official

President

Title

(Corporate Seal)

Attest/Authenticated:

(Signature), Witness

Samantha Falla

Print Name

EXHIBIT A

SCOPE OF SERVICES

In an effort to maintain good service and be responsive to its citizens, the Building Division desires to secure the services of a qualified firm to perform daily plan reviews for residential and commercial building applications, review Business Use Certificates for changes in occupancy requirements under the Florida Building Code, and inspection services (Business Use Certificate, generic inspections (A generic inspection is to verify work without permits or unsafe structure, a stop work order may be required to be issued for work w/o permits.), building, plumbing, electric, mechanical (HVAC) for structures in which the City of Boynton Beach has issued permits. Inspection and plan review services shall be conducted under the City's and all other federal, state, and local laws, rules, regulations, directives, codes, and ordinances.

A. Inspection and Plan Review services shall include, but not be limited to, general building, mechanical (HVAC), plumbing, structural, and electrical, as well as providing all administrative documentation as required by the City.

B. Inspect permitted construction within the City limits for compliance with City codes and ordinances and permitted plans and specifications.

C. Receive and investigate alleged complaints of working without permits, operating a business without a Business Use Certificate, code violations, etc., by citizens, City employees, and others, including appearances before the Code Enforcement Board where appropriate.

D. Inspect new and transferred business uses. Review applications and research past use to determine possible changes in building code requirements for occupancy.

E. Prepare written reports of inspections and investigations of complaints and other reports as may be reasonably requested by the City. City inspection forms must be used.

F. Maintain records of inspections and investigations. Log daily inspections and results in the computer system.

G. Review plans for code compliance. Maintain records of reviews and investigations. Log daily reviews and results in the computer system.

H. Review and maintain all records required by the Federal Emergency Management Agency (FEMA) in association with processing building permits in the format required by FEMA.

I. Contact contractors, architects, engineers, and citizens about construction projects, code questions, and other concerns.

J. Coordinate activities with the City's Planning and Zoning Consultants, the City's Fire Marshall, and the City's Code Enforcement Officers.

K. Perform other duties that are related to or incidental to the Inspector's or Plan Reviewer's primary duties as described herein and that the City may assign from time to time.

L. Perform these duties during normal business hours of 8:00 AM to 5:00 PM, Monday through Friday, as needed or as may be altered with mutual agreement, as well as irregular hours as required during an emergency or natural disaster.

M. Report to the City's Building Official or designee.

N. Inspection personnel may be required to attend meetings or to provide consultation to the City.

O. Provide services regarding Unsafe Buildings as described in the Boynton Beach Administrative Amendment to the Florida Building Code, inspect, post and record violations and provide support to the Building Official or designee.

P. Provide services of an application technician to cover the counter, answer phone calls, receive permit applications, review applications for completeness, calculate applicable fees, receives payments, issue permits, and schedule inspections.

Q. All inspectors and examiners assigned to the City's contract shall have a valid driver's license in the State of Florida and be able to pass a background security check relevant to the position.

R. Inspection Services and Plan Review shall be provided in the event of a natural disaster (i.e. hurricane). Services shall be provided in emergency situations as follows:

a. During a declared emergency, Firm shall be responsible for staffing the EOC when operational and assisting with damage assessment and safety inspections. The Building Code Administrator shall have immediate access to building plans and other essential building information.

b. Firm shall work with the City during post-disaster (natural or man-made) times in restoring Plan Review and Inspection Services pursuant to the Florida Building Code and executive orders of the Governor. The firm shall provide personnel to assist with damage assessment teams. The firm shall serve as a resource and consultant in the relevant discipline areas, assisting the operational decision-making process and performing other duties as deemed necessary to restore overall safety and services.

c. The firm shall provide personnel in each discipline who shall be able to respond within one (1) hour (24 hours/day, 7 days/week) to any emergency call-out by the City's Fire Rescue, Law Enforcement or any authorized City representative.

d. If services are provided in response to an emergency, the FEMA Requirements shall apply to those services.

Key Negotiation Points:

A. **Billing for Training**
   a. To reduce costs, the Consultant shall only train one staff member on the permitting software system.
   b. This trained staff member would then train other inspectors internally, ensuring the City is not repeatedly charged for training hours.

B. **Inspection Scheduling**
   a. The Building Department shall notify the company to schedule inspections for the following day.

C. **Data Entry into Permitting Software**
   a. Consultant shall enter Inspection results directly into the permitting software system at the time of the inspection.
   b. Inspections end by 3:00 p.m. every day, and the Consultant shall inform the Building Department if a follow-up inspection needs to be scheduled the following day.

SAMPLE

EXHIBIT B

FORM OF TASK ORDER

CITY OF BOYNTON BEACH
RFP No. BD25-014R
SUPPLEMENTAL BUILDING INSPECTIONS AND PLAN REVIEW SERVICES (CONSULTANT)

Consultant:
Procurement:

1. **Task/Project**. _____

2. **Agreement Reference**. This Task Order shall be performed under the terms and conditions described within the _____ Continuing Consulting Services Agreement ("Agreement"), dated _____, by and between the City of Boynton Beach and _____.

3. **Scope of Services**. The scope of services and all required deliverables under this Task Order is attached as **Exhibit A**. This Task Order is issued in accordance with Section 1(b) of the Agreement.

4. **Project Schedule**. Consultant shall deliver to the City the deliverables specified [within _____ days after the date of Notice to Proceed for such services] or [pursuant to the time periods specified in the Project Schedule included in **Exhibit A** said time periods shall commence from the date of the Notice to Proceed for such services].

5. **Compensation**. Payment for the services authorized by this Task Order shall be in accordance with Article 5 of the Agreement. The total Fee to be paid to the Consultant under this Task Order shall not exceed $_____, based on the detailed fee schedule attached as **Exhibit B**, which shall be based on the Hourly Rates established in the Agreement.

6. **Insurance**. Consultant shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the City as of the date of this Task Order.

7. **Exhibits**. All attached Exhibits are incorporated fully into this Task Order and the Agreement.

8. **Notice to Proceed**. Consultant's receipt of a fully executed copy of this Task Order and a PO issued by the City shall serve as the "Notice to Proceed" under this Task Order, effective as of the date the fully executed Task Order and PO was emailed to the Consultant.

9. **Incorporation; No Modification**. The terms and conditions of the Agreement are hereby incorporated into this Task Order. Nothing contained in this Task Order shall alter, modify, or change in any way the terms and conditions of the Agreement with the City.

CONSULTANT:

By: _____

Print Name: Carlos A. Penin, PE

Date: 0.17, 2025

CITY OF BOYNTON BEACH

By: _____
Ty Penserga, Mayor

Date: _____, 20__

Attest: _____
City Clerk

City Attorney's Office
Approved as to form and legality
By: _____

EXHIBIT C
FEE SCHEDULE / HOURLY RATES

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "**MANDATORY**" field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank.Do not enter a $0.00 dollar value.

Supplemental Inspections and Plan Review Services

The undersigned agrees to provide **Supplemental Inspections and Plan Review Services** as called for by the Scope of Services and Proposal Documents and Agreement in the manner prescribed therein and to the standards of quality and performance established by the City for the unit price stated in the spaces herein provided.

- SINGLE CERTIFICATION (Any one discipline as a Building, Mechanical, Electrical, or Plumbing Inspector/Plan Review)
- MULTIPLE CERTIFICATIONS (Any combination of Building, Mechanical, Electrical, or Plumbing Inspector/Plan Review)
- ONE DAY EQUALS EIGHT (8) HOURS
- TWO HOUR MINIMUM FOR HOURLY

***The grand total price will be used to calculate the number of points using the formula described in SECTION IV—EVALUATION OF PROPOSALS.**

Description of Services	Hourly Rate Per Individual *	Estimated Potential Hours Annually	Total Annual Cost
Single Discipline Field Inspector	$88.5000	2000	$ 177,000.00
Single Discipline Plans Examiner	$100.0000	2000	$ 200,000.00
		Subtotal:	$ 377,000.00

A LA CARTE - OPTIONAL SERVICES

Proposers should use this form for submitting its Fee Proposal. The following pricing is submitted as "all-inclusive" to provide **Supplemental Inspections and Plan Review Services** in accordance with the requirements identified in this Scope of Work and as set forth in this RFP document.

☐ We will not be submitting for A LA CARTE - OPTIONAL SERVICES

Line Item	AUDIT STAFF POSITION	Hourly Rates *	Comments
1	Single Discipline Field Inspector	$88.5000	
2	Single Discipline Plans Inspector (Overtime)	$115.0500	
3	Multi-Discipline Field Inspector	$92.5000	
4	Multi-Discipline Field Inspector (Overtime)	$120.2500	
5	Multi-Discipline Plans Examiner	$105.0000	
6	Multi-Discipline Plans Examiner (Overtime)	$136.5000	
7	Business Inspector	$80.0000	
8	Business Inspector (Overtime)	$104.0000	
9	Application Technician	$55.0000	
10	Application Technician (Overtime)	$71.5000	
11	Other (specify in comments)	$105.0000	Floodplain Reviewer $136.50 Floodplain Reviewer (Overtime)

EXHIBIT D

FEMA REQUIRED CONTRACT TERMS

The FEMA Requirements shall only modify the Contract upon the provision by the Contractor of work or services required as a result of a disaster.

The term "Contractor", as used throughout shall mean the Contractor, Provider, Consultant, Supplier, etc., as applicable with respect to the Contract or Agreement.

The term "Contract" as used throughout shall mean the underlying contract or agreement, as applicable.

FEMA Requirements. The City and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum (including Form FHWA-1273) and 2 CFR Part 200 (collectively, the **"FEMA Requirements")** shall apply. **The FEMA Requirements shall only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster.** The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

A. Contracts to receive funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

B. **In the event of a conflict between the FEMA Requirements listed in this section and other provisions of the Contract, the FEMA Requirements will govern and prevail. Only FEMA provisions applicable to the Contract shall apply.**

C. **Payment**. Payment shall be based on the unit rates/prices pursuant to the Contract Fee Schedule. The contractor shall submit invoices covering no more than a 30-day period.

D. **Remedies**.

(1) Legal Remedies. The city may enforce any breach of contract through a city-initiated lawsuit in a court of competent jurisdiction to pursue temporary or permanent injunctive relief or any other legal or equitable remedy authorized by law to cure, remove, prevent, or end a violation of any provision of this article. The City shall recover its court costs and reasonable attorneys' fees in any legal proceedings commenced to enforce the contract.

(2) Additional Remedies. In addition to any other remedies provided for in the contract or to which the City may be entitled at law or in equity, in the event of a breach or violation of the Contract by the Contractor, the Contractor shall be subject to debarment or suspension from consideration for the award of additional contracts from the City, including but not limited to contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in the City Code.

These remedies are cumulative, and the use of any appropriate remedy shall not constitute an election of other remedies by the City. The use of one remedy shall not preclude the use of any other remedy. Nothing in this article shall prohibit the City from enforcing the requirements of this article by any other legal means.

E. **Termination or Suspension of Contract**. The City may, by written notice to the Contractor, suspend any or all of the City's obligations under the Contract due to the Contractor's failure to comply with applicable law or the terms of the Contract until such time as the event or condition resulting in such suspension has ceased or been corrected.

F. **Termination for Cause**. The City shall have the right to terminate the Contract for cause, in the event of a breach of the contract terms, upon five (5)-calendar days written notice to Contractor. In the event of termination, the City shall compensate the Provider for all authorized services or work satisfactorily performed through the termination date under the payment terms contained in the Contract. The City shall be liable for the payment of all portions of materials, supplies, services, and facility orders which cannot be canceled and were placed prior to the effective

date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to the Contractor for lost profits or overhead for work, materials, or services not performed or delivered to the City. All other termination provisions in the Contract shall remain applicable.

G. **Termination for Convenience**. The City may terminate this Contract at its convenience with or without cause upon written notice of termination to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be canceled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to the Contractor for lost profits or overhead for work, materials, or services not performed or delivered to the City. All other termination provisions in the Contract shall remain applicable.

H. **Changes to Contract**. Changes to the Contract terms and conditions which are within the scope of the Contract, reasonable for completion of the contract scope, allowable under FEMA regulations, and mutually agreed, may be made part of the Contract by written amendment duly executed by City and Contractor.

I. **Equal Employment Opportunity**.
(Applicable to All FEMA Construction Contracts)

During the performance of this Contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for

purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, his contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph **(1)** and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part 11, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

J. **Civil Rights**.
(Applicable to All FEMA Contracts)

The following requirements will apply to the Contract and any sub-contracts:

(1) **Age**. In accordance with section 4 of the Age Discrimination in Employment Act of 19671 as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(2) **Disabilities**. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

K. **Davis Bacon Act and Copeland Anti-Kickback Act**.

(Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program construction contracts in excess of $2,000. Not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act--40 USC s. 3145)

In situations where the Davis-Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act (if applicable)

(1) The Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146- 3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) The Contractor agrees to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) The Contractors will pay wages not less than once a week.

Compliance with Copeland Anti-Kickback Act

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

L. **Contract Work Hours and Safety Standards Act**.
(Applicable to all FEMA contracts in excess of $100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums

as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

M. **Rights to Inventions Made Under a Contract or Agreement**.

(Applicable if FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement". Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

N. **Clean Air Act and the Federal Water Pollution Control Act**.
(Applicable to Contracts in Excess of $150,000)

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

O. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**. (Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

a. By signing this Addendum, the Contractor is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation

of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

e. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

f. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

g. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

P. **Certification Regarding Use of Contract Funds for Lobbying - Byrd Anti-Lobbying**.

(Byrd Anti-Lobbying (31 USC s. 1352) --Applicable to contracts in excess of $100,000. 2 CFR Part 200, Appendix II)

Contractors with contracts of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City who in turn will forward the certification(s) to FEMA.

(1) The Contractor certifies, by signing this Addendum, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

d. The Contractor also agrees that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such recipients shall certify and disclose accordingly.

e. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

P. **Procurement of Recovered Materials**.
(Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.322)

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
   a. Competitively within a timeframe providing for compliance with the contract performance schedule;
   b. Meeting contract performance requirements; or
   c. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program,

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Q. **Compliance with Federal Law, Regulations, and Executive Orders**.
(Applicable to all FEMA contracts)

This is an acknowledgment that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives as applicable, and as amended from to time, including but not limited to:

   a. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.
   b. Resource Conservation and Recovery Act
   c. National Historic Preservation Act
   d. Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

R. **Compliance with State and Federal Reporting Requirements**. The Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

S. **Immigration and Naturalization Act**.
(Applicable to all FEMA contracts}

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a(e) [§274A(a)(1) and (e)] of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

T. **Indemnity of Funding Entities**.
(Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration), and the City and their officers, agents, employees, and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees, and subcontractors' acts or omissions associated with this Contract.

U. **Performance and Payment Bonds**.
(Applicable to all FEMA Construction Contracts}

If not already required under the Contract, and if requested by the City, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished under the contract and the payment of all subcontractors, materials, and laborers. Said bonds shall be subject to approval by the City.

V. **Materials and Supplies**.
(Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials, and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

W. **Access to Records**.
(Applicable to all FEMA contracts; OHS Standard Terms and Conditions, v. 3.0 XXV)

(1) The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

(5) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

X. **DHS Seal, Logo and Flags**.
(Applicable to all FEMA contracts; OHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the OHS seal(s), logos, crests or reproductions of flags or likenesses of OHS agency officials without specific FEMA approval.

Y. **Fraud and False or Fraudulent or Related Acts**.
(Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

Z. **No Obligation by the Federal Government**.
(Applicable to all FEMA contracts)

The Federal Government or FEMA is not a party to the Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the contract.

AA. **Additional FEMA Provisions**.
(

(1) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(2) Copyrights and Data Rights. The Contractor grants to the City a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

BB. **Subcontracts**. (Applicable to all FEMA contracts)

To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Addendum in all subcontracts.

ATTACHMENT "A"

City of Boynton Beach
Risk Management
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 Consultant)* Thefollowing 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 orlower 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
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse		
Products-Completed Operations		
Contractual		
Independent Contractors		
Fire Legal Liability		
Professional Liability		Aggregate - $1,000,000.00
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employee	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified to be determined		

Revised 04/2021

ATTACHMENT "B"

SAMPLE PERFORMANCE EVALUATION QUESTIONNAIRE
(FOR INFORMATIONAL PURPOSES ONLY)

Instructions: Performance evaluations may be completed by the Project Manager for the following: (1) all Contracts; (2) all individual Task Orders/Work Orders. Task Orders/Work Orders/Purchase Orders with a term of six (6) months or more at a minimum, the Project Manager shall complete performance evaluations at the mid-point of the project term or at more frequent intervals as required by the Task Order/Work Order/Purchase Order **and** at the time of Task Order/Work Order/Purchase Order or Contract completion**.**

It is especially important for the Project Manager to contact a Procurement representative to advise of any performance issues so that Procurement can assist with efforts to bring performance back to acceptable standards. It is equally important to complete this form whenever any of the performance indicators are either "marginal" or "unsatisfactory" even when this is not within the normal review cycle. In the event the Average Rating Score is "marginal" or "unsatisfactory" even after reasonable efforts have been taken by the City to improve performance, the Project Manager shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

When completed, forward the evaluation form to Procurement. Procurement will keep track of the Average Rating Scores (Line 11) for all evaluations completed for the entire term of the Contract, Task Order, and Work Order. The completed Performance Evaluation form will be retained in Procurement and will be available as a record of current performance for use in the evaluation process of future solicitations released by the District. The completed evaluation is available to the contractor upon a Public Records request pursuant to Chapter 119, F.S.

Contract/Work Order No.	Contractor	Evaluation Period ☐ Interim ☐ Final
Project Title		If evaluating under a work order contract, specify type

Check the appropriate ratings for Lines 1 through 8.
Sum the individual ratings, by column, to produce the Individual Column Ratings on Line 9.
Sum the Individual Column Ratings in Line 9 to produce the Total Rating Score on Line 10.
Divide the Total Rating Score in Line 10 by the number 8 (the number of performance indicators in Lines 1-8) to produce the Average Rating Score in Line 11.

	Performance Indicators	**Rating** Unsatisfactory	Marginal	Satisfactory	Very Good	Exceptional
1.	Planning & Approach	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
2.	Staff Capability	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
3.	Staff Effectiveness	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
4.	Flexibility in Meeting City's Goals	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
5.	Promptness of Deliverables/Milestones/Reports	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
6.	Report and Drawings Quality	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
7.	Quality of Work Completed	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
8.	Contract Under or at Budgeted Cost and Invoicing Procedures	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
9.	Individual Column Rating (Total lines 1-8.)					

10.	Total Rating Score (Total row 9.)		
11.	Average Rating Score (Divide line 10 by the number 8.)		

In Lines 12 through 21, provide any additional detail, as deemed necessary, to support the ratings given in Lines 1 through 8 as well as any additional comments regarding Sub-consultant/sub-contractor utilization on Line 20. Additional space is available on Line 22 if needed.

12.	Current tasks completed and/or deliverables received? If no, reason:	☐ Yes ☐ No
13.	Current work completed ahead/on schedule? If no, number of days late: _____ and reason:	☐ Yes ☐ No
14.	Contract currently under/at budgeted cost? If not at budget, specify amount over $ _____ and reason:	☐ Yes ☐ No
15.	Contractor strengths:	
16.	Contractor weaknesses:	
17.	Specific problems incurred:	
18.	How may these have been prevented?	
19.	Additional comments/recommendations:	
20.	Comments on sub-contractor utilization:	
21.	**Currently recommend firm for future contracts, task orders, and/or work orders of this type? If "No" or "Possibly", an explanation must be**	☐ **Yes** ☐ **No**

Project Manager (sign)	Date	Department Administrator (sign)	Date

22. Please indicate any additional comments corresponding to Performance Indicators (Lines 1-8) on Page 1 – explain marginal/unsatisfactory performance; **if either "No" or "Possibly" apply to Question 21, an explanation must be provided here.** Additional sheets may be attached if necessary.

Number	Remarks
#	
#	

CONTRACT REVIEW/PROCUREMENT USE ONLY

Please indicate any additional comments corresponding to the numbered question on Page 1 and/or Page 2:

Number	Remarks
#	
#	

Evaluation Number/Score:	Comments:
Running Average Score:	

Procurement Representative (sign)	Date	Other Required Approval (sign)	Date

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND GFA INTERNATIONAL, INC., DBA UNIVERSAL ENGINEERING SCIENCES (UES) FOR PROFESSIONAL SERVICES

RFP No. BD25-014R
SUPPLEMENTAL BUILDING INSPECTIONS AND PLAN REVIEW SERVICES (CONSULTANT)

This Agreement is made as of this _16___ day of _January_, 2025_, by and between GFA INTERNATIONAL, INC., DBA UNIVERSAL ENGINEERING SCIENCES., a Florida Profit Corporation, with a principal address of 4205 VINELAND ROAD SUITE L1 ORLANDO, FL 32811, hereinafter referred to as "Consultant," and the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City." In consideration of the mutual benefits, terms, and conditions hereinafter specified, the Parties agree as set forth below.

WHEREAS, the City issued Request for Proposals No. BD25-014R (the "RFP ") pursuant to state and local law to solicit proposals for SUPPLEMENTAL BUILDING INSPECTIONS AND PLAN REVIEW SERVICES (the "Services"); and

WHEREAS, the Consultant responded to the RFP by submitting its Proposal dated December 10, 2024 (the "Proposal"), and

WHEREAS, the City created an evaluation committee to review the proposals in a publicly noticed open-to-the-public meeting on January 8, 2025, in accordance with the requirements of the RFP; and

WHEREAS, the evaluation committee requested presentations from the top three ranked vendors on January 14, 2025; and

WHEREAS, the City's evaluation committee selected the Consultant as the best qualified to perform the Services; and

WHEREAS, the City desires to engage the Consultant to provide such services to the City on an as-needed basis according to the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of such covenants and conditions, the City and Consultant do hereby agree as follows:

1. **SERVICES AND METHOD OF ORDERING SERVICES**.
   a. **Services**. Consultant shall provide the type of services described in the Scope of Services attached hereto as **Exhibit A** (which services are hereinafter referred to as the "Services"). Consultant may be requested to provide specific Services for various and different tasks or projects. Consultant shall render the Services in a diligent, careful, thorough, and professional manner consistent with sound business practice and shall at all times provide City with the most sound and reasonable recommendations and advice. The standard of care for all Services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession practicing under similar circumstances or at the same time and in the same locality.
   b. **Method of Ordering Services**. Services will be rendered in response to periodic written Task Orders (each "Task Order") issued by the City on an as-needed basis. For each task or assignment, the City shall request the Consultant to develop for review by the City:
      i. A scope of services.
      ii. An estimate of fees and costs based on the hourly rates established in this Agreement with sufficient detail to identify the various elements of costs, which amount shall constitute a guaranteed maximum

and shall not be exceeded without the prior written approval of City.

iii. A task/deliverable schedule; and

iv. A payment schedule based on deliverables, which may not be front-loaded.

The Consultant and City shall execute a written Task Order upon mutual agreement of the scope of services, fees and costs, task/deliverable schedule, and payment schedule. City shall not be liable to pay for any Services provided without a properly executed Task Order. Upon complete execution of a Task Order and issuance of a Purchase Order, Consultant shall provide all Services described in the Task Order, including all necessary, incidental, and related activities required for the full and complete performance of such Services. The form of the Task Order is attached hereto as **Exhibit B**. Any Task Order over the then-current procurement policy threshold shall require approval of the City Commission.

c. **Use of Subconsultants**. Consultant shall utilize only the subconsultants identified in a Task Order to provide the Services. Consultant shall obtain written approval of City before changing or modifying any subconsultants, which shall be automatically updated upon such written approval. Consultant shall bind in writing each and every approved subconsultant to the terms stated in this Agreement and the applicable Task Order, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 24 on Consultant's subconsultants.

d. **Services Provided in Response to Natural Disaster / Emergency.** Consultant provides services that the City may require in the event of a hurricane or other disaster. Consultant acknowledges and agrees that in such event, the City may apply to the State of Florida or the federal government for funds which will be used to pay Contractor or reimburse the City for payments made to Consultant. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions. Consultant desires to be eligible to be awarded disaster work and be compensated through federal funds. The City and Consultant agree that with respect to any services or work performed or provided by Consultant or its subconsultants under this Agreement arising or related to a disaster event, the provisions set forth in the FEMA Required Contract Terms (the "FEMA Requirements"), a copy of which is attached hereto as **Exhibit D** and incorporated herein by reference, shall apply. The FEMA Requirements shall only modify this Agreement upon the provision by Consultant of work or services required as a result of a disaster. The terms and conditions of the Agreement and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Agreement and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

2. TERM. This Agreement shall be for an initial term of **THREE** (**3**) years, commencing on January 21, 2025, and shall remain in effect through January 20, 2028 ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement.

The City reserves the right to renew the Agreement for one (1) additional two-year renewal term (the "Extension Term") on the same terms and conditions stated in this Agreement, subject to Consultant's satisfactory performance as determined by the City, determination by the City that renewal will be in the best interest of the City, and confirmation that Consultant is the sole source to provide the Services. The Mayor is authorized to execute the term extension amendment(s). If Consultant requests a rate change at the time of renewal, such change shall not become effective until a written amendment is approved by the City Commission and duly executed by the Parties.

3. TIME FOR PERFORMANCE.

a. **Commencement of Work**. Services under the Agreement and any applicable Task Order shall commence upon the City giving written notice to the Consultant to proceed along with a purchase order. Consultant shall perform all Services and provide all deliverables required pursuant to this Agreement and each Task Order. Time is of the essence for the Consultant's performance of the

duties, obligations, and responsibilities required by this Agreement.

b. **Delays; Untimely Performance**.

i. **Delays; No Fault of Consultant**. If Consultant is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by the City or other governmental agencies having jurisdiction over the project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, the City shall grant a reasonable extension of time for completion of the Services. It shall be the responsibility of the Consultant to notify the City in writing whenever a delay in approval by a governmental agency is anticipated or experienced and whenever a delay has been caused by factors outside of the Consultant's control and to inform the City of all facts and details related to the delay. Consultant must provide such written notice to the City within three (3) business days after the occurrence of the event causing the delay.

ii. **Delays Due to Consultant**. If Consultant fails to substantially complete the Services in whole or in part on or before the date established in each Task Order, Consultant shall pay City its proportional share of any claim for damages arising out of the delay. This section shall not affect either Party's indemnification rights or obligations otherwise outlined in this Agreement.

c. **If Task Order Continues Beyond Term**. Consultant shall complete each executed Task Order without regard to whether such completion would cause Services to be performed after the expiration date of this Agreement. Any Task Order for which performance extends beyond the Term may be amended after that expiration date, provided that any additional Services, time, and compensation are permitted under this Agreement. The terms and conditions of this Agreement shall continue to govern Task Orders notwithstanding the expiration of this Agreement.

4. AMOUNT AND METHOD OF COMPENSATION.

a. **Compensation**. As compensation for Services rendered by the Consultant to the City pursuant to a duly executed Task Order. The Fee is based on the Hourly Rates outlined in the Fee Schedule attached hereto as **Exhibit C** and incorporated into this Agreement by reference.

b. The Fee shall be the sole compensation paid to Consultant in connection with the rendition of the Services and the performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Consultant.

c. **Subconsultant Fees**. If sub consulting is permitted, the Consultant shall bill the City for sub-consultant fees with no markup and within any applicable maximum not-to-exceed amount.

d. **CPI Increases.** All prices for the Initial Term **(THREE YEARS)** are fixed in accordance with the pricing stated in the Agreement. Consultant may request a price adjustment for labor unit prices for any applicable extension term. This request must be in writing, submitted to the City at least ninety (90) days before the start of the next applicable Extension Term, and accompanied by documentation to substantiate the need for the price adjustment.

Any price adjustment will be consistent with the Consumer Price Index ("CPI"). The CPI data will be obtained from the U.S. Bureau of Labor Statistics table for CPI for All Urban Consumers ("CPI-U"), All items in Miami-Fort Lauderdale-West Palm Beach, FL, all urban consumers, not seasonally adjusted or as amended or replaced by the agency. The City will designate a reasonably similar index if no such index is published.

In its sole discretion, the City will determine if Consultant's requested adjustment is in the City's best interest based on current market conditions and information regarding similar services in the area. City approval is required for any price adjustment requested by Consultant; the City will provide written notification to Consultant of City's decision to approve or reject any requested adjustment. The City may also initiate a price adjustment consistent with the CPI-U; unless otherwise stated in the Agreement, Consultant's written approval is required for any price adjustment initiated by City.

If approved by the City, the CPI price adjustment percentage is calculated as follows: the difference of the CPI current period less the CPI previous period, divided by the CPI previous period, times 100. The CPI current period means the most recently published monthly index before the Agreement's annual anniversary. The CPI previous period means for the same month of the prior year. Any year's CPI price adjustment percentage will not exceed a maximum change of three percent (3%).

Consultant acknowledges that any adjustment is at the City's sole discretion, and if the City does not approve any such adjustment, Consultant is obligated to perform the Services in full for the entire Term without the requested adjustment to pricing.

5. **NOTICES**. All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Consultant: GFA INTERNATIONAL, INC., DBA UNIVERSAL ENGINEERING SCIENCES (UES)
1215 Wallace Drive
Delray Beach, Florida 33444
Valerie Murphy
Telephone: 407-544-9294 EXT: 1023
Email: vmurphy@universalengineering.com
65-0874962

Registered Agent Name and Address (Sunbiz):
COGENCY GLOBAL INC
115 NORTH CALHOUN ST., SUITE 4
TALLAHASSEE, FL 32301-2525

6. **INVOICES AND PAYMENT**. Invoices must identify the PO number Task Order project description and should be mailed to:

Boynton Beach Finance Department
Attn: Accounts Payable

P.O. Box 310
Boynton Beach, FL 33425

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, the person performing services, the nature of the service, the hourly rate, and the dates(s) of service. Invoices may be submitted after such services are performed; however, all services rendered before September 30th of any given year must be invoiced by September 30th of that year. Consultant shall provide a W-9 with the first invoice.

Payment shall be made only for services actually performed and completed pursuant to a duly executed Task Order and this Agreement. The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Consultant, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Consultant of liability for the defective, faulty, or incomplete rendition of the Services.

7. **TAX EXEMPT**. Prices applicable to the City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. The City will provide the Consultant with proof of tax-exempt status upon request.

8. **SOVEREIGN IMMUNITY**. Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive the City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

9. **ATTORNEY'S FEES**. If either Party brings suit to enforce the Agreement, each Party shall bear its own attorney's fees and court costs.

10. **PUBLIC RECORDS**. The City is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:
    a. Keep and maintain public records required by the City to perform the service when utilizing non-City-owned equipment;
    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, Consultant shall destroy all copies of such confidential and exempt records remaining in its possession once the Consultant transfers the records in its possession to the City; and
    d. Upon completion of the contract, Consultant shall transfer to the City, at no cost to the City, all public records in Consultant's possession. All records stored electronically by Consultant must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the City's information technology systems.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

11. **DISCRIMINATORY VENDOR AND SCRUTINIZED COMPANIES LISTS; COUNTRIES OF CONCERN**. Consultant represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Consultant represents and certifies that it is not, and for the duration of the Term, will not be, ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. Consultant represents that it is, and for the duration of the term will remain, in compliance with Section 286.101, Florida Statutes.

12. **E-VERIFY**. Consultant shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registering and using the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the termination date. If this Agreement is terminated for a violation of the statute by Consultant, Consultant may not be awarded a public contract for one (1) year after the date of termination.

13. **ENTITIES OF FOREIGN CONCERN**. The provisions of this section apply only if Consultant or any subconsultant will have access to an individual's personal identifying information under this Agreement. Consultant represents and certifies: (i) Consultant is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Consultant; and (iii) Consultant r is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the effective date of this Agreement, Consultant and any subconsultant that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 6. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

14. **ANTI-HUMAN TRAFFICKING**. On or before the effective date of this Agreement, Consultant shall provide City with an affidavit attesting that the Consultant does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

15. **COUNTRIES OF CONCERN**. The Consultant represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the term.

16. **PUBLIC ENTITY CRIME ACT**. Consultant represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Consultant further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Consultant has been placed on the convicted vendor list.

17. **CONTINGENCY FEE**. Consultant represents and warrants that it has not employed or retained any person or

entity, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

18. **TRUTH-IN-NEGOTIATION REPRESENTATION**. Consultant's compensation under this Agreement is based upon its representations to City. Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation may be reduced by City, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to City as the basis for Consultant's compensation in this Agreement.

19. **DULY LICENSED**. Consultant represents that it is duly licensed to perform the Services under this Agreement and will continue to maintain all licenses and approvals required to conduct its business.

20. **FORCE MAJEURE**. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, epidemic, pandemic, or other public health emergency, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency (collectively, "Force Majeure Event"), the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the affected Party shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such inability to perform due to the Force Majeure Event exceeds sixty (60) consecutive days, the Party that was not prevented from performance by the Force Majeure Event has the right to terminate this Agreement upon written notice to the other Party. This section shall not supersede or preclude the exercise of any right either Party may otherwise have to terminate this Agreement.

21. **DISPUTES**. Any disputes that arise between the parties regarding the performance of this Agreement and cannot be resolved through negotiations shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

22. **TERMINATION**.
    a. **Termination for Convenience**. This Agreement may be terminated by either Party for convenience upon fourteen (14) calendar days of written notice. In this event, the Consultant shall be compensated for services performed through the termination date, including services reasonably related to termination.
    b. **Termination for Cause**. In addition to all other remedies available to the aggrieved Party, this Agreement shall be subject to cancellation by either Party for cause, should the other Party 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 thirty (30) calendar days after receipt by the defaulting Party of written notice of such neglect or failure.
    c. In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date under the payment terms contained in this Agreement. Consultant shall immediately deliver all documents, written information, electronic data, and other materials concerning City projects in its possession to the City and shall cooperate in transitioning its consulting duties to appropriate parties at the direction of the City.
    d. Upon termination, this Agreement shall have no further force or effect, and the Parties shall be relieved of all further liability hereunder, except that the provisions of this section and the provisions regarding

property rights, insurance, indemnification, governing law, and litigation shall survive termination of this Agreement and remain in full force and effect.

23. **INDEMNIFICATION**. Consultant shall indemnify and hold harmless the City and its elected and appointed officers, agents, assigns and employees, consultants, separate Consultants, any of their subconsultants, or sub-subconsultants (collectively, "Indemnified Party"), from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the Indemnified Party arising out of or resulting from (A) Consultant's performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Consultant's, its agents, employees, subcontractors, subconsultants, participants, and volunteers, and (C) Consultant's failure to take out and maintain insurance as required under this Agreement. Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature against an Indemnified Party, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement. If considered necessary by the City and the City Attorney, the City may retain any sums due Consultant under this Agreement until all claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the City.

24. **INSURANCE**. At the time of execution of this Agreement, the Consultant shall provide the City with a copy of its Certificate of Insurance reflecting the following insurance coverage:
    a. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) shall include Employer's Liability with limits of One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) each condition, and One Million Dollars ($1,000,000.00) aggregate by condition.
    b. Comprehensive General Liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability shall include:
        i. Premises and/or Operations on an occurrence basis.
        ii. Completed Operations Liability on an occurrence basis.
        iii. Broad Form Property Damage.
        iv. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.

        The Certificate of Insurance shall name the City of Boynton Beach and its officers, employees, and agents as additional insured.
    c. Consultant shall require that each subconsultant maintains insurance coverage that adequately covers the Services provided by that subconsultant on substantially the same insurance terms and conditions required of Consultant under this article. Consultant shall ensure that all such subconsultants comply with these requirements and that "and its officers, employees, and agents as additional insured" is named as an additional insured under the subconsultants' applicable insurance policies. Consultant shall not permit any subconsultant to provide Services unless and until all applicable requirements of this article are satisfied.

25. **LIMITATION OF LIABILITY**. Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Consultant beyond the amount remaining due to Consultant under the Agreement, regardless of whether said liability be based in tort, contract, indemnity, or otherwise; and in no event shall City be liable to Consultant for punitive or exemplary damages or lost profits or consequential damages.

26. **INDEPENDENT CONTRACTOR**. The Agreement does not create an employee/employer relationship between the Parties. The Parties intend that Consultant is an independent contractor under this Agreement and shall

not be considered the City's employee for any purpose. Consultant shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement

27. **COMPLIANCE WITH LAWS**. Consultant hereby warrants and agrees that at all times material to the Agreement, Consultant shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

28. **BREACH OF REPRESENTATIONS**. Consultant acknowledges that City is materially relying on the representations, warranties, and certifications of Consultant stated in its Proposal and this Agreement, and City shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Consultant; (c) set off from any amounts due Consultant the total amount of any damage incurred; and (d) debarment of Consultant.

29. **ASSIGNMENT**. If this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered under any circumstances by Consultant, Consultant must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any company ownership change shall constitute an assignment that requires the City's approval. Notwithstanding the foregoing, Consultant may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Consultant shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

30. **NO LIEN**. The Consultant shall not at any time permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise, by any person or persons whomsoever to be filed or recorded against the City, against any City property or money due or to become due for any work done or materials furnished under this Agreement by Consultant.

31. **AGREEMENT SUBJECT TO FUNDING**. The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

32. **NON-EXCLUSIVE**. This Agreement is non-exclusive. City may retain additional entities to perform the same or similar work.

33. **REPRESENTATION OF AUTHORITY**. Consultant represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Consultant and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Consultant has with any third party or violates applicable law. Consultant further represents and warrants that execution of this Agreement is within Consultant's legal powers, and each individual executing this Agreement on behalf of Consultant is duly authorized by all necessary and appropriate action to do so on behalf of Consultant and does so with full legal authority.

34. **RIGHTS IN DOCUMENTS AND WORK**.
    a. **Ownership**. Any and all videos, photographs, documents, materials, data, or other work created by Consultant in connection with performing services, whether finished or unfinished ("Documents and Work"), shall be owned by City, and Consultant hereby transfers to City all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work.
    b. **Deliverables Upon Conclusion of Task Order**. Consultant shall deliver to the City for approval and acceptance, and before being eligible for final payment of any amounts due under any Task Order, all

documents and materials prepared for the City in connection with the Task Order. All such documents and records shall be provided within a reasonable time at no additional cost. Such documents may be provided electronically.

c. **Delivery Upon Expiration or Termination of Agreement**. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of City and shall be delivered by Consultant to City within seven (7) days after expiration or termination. Any compensation due to Consultant may be withheld until all Documents and Work are received as provided in this Agreement. Consultant shall ensure that the requirements of this section are included in all agreements with all subconsultant(s).

d. **Reuse of Project Documents**. City may, at its option, reuse (in whole or in part) the resulting end-product or deliverables resulting from Consultant's Services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in the applicable Scope of Services for any Task Order); and Consultant agrees to such reuse in accordance with this provision.

35. **CONSULTANT'S STAFF**. Consultant will provide the key staff identified in its Proposal as long as they are in Consultant's employment. Consultant will obtain prior written approval from the City to change key staff. Consultant shall provide City with such information as necessary for City to determine the suitability of proposed new key staff. City will be reasonable in evaluating key staff qualifications. If City desires to request removal of any of Consultant's staff, City shall first meet with Consultant and provide reasonable justification for said removal; upon such reasonable justification, Consultant shall use good faith efforts to remove or reassign the staff at issue.

36. **THIRD-PARTY BENEFICIARIES**. Neither Consultant nor City intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

37. **MATERIALITY AND WAIVER OF BREACH**. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and essential to the formation of this Agreement, and each is, therefore, a material term. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of this Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

38. **COUNTERPARTS AND MULTIPLE ORIGINALS**. This Agreement may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

39. **NON-DISCRIMINATION**. Consultant and any subconsultants shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

40. **CONTROLLING PROVISIONS**. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the RFP and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the RFP; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such a manner as to avoid conflicts between the provisions of the various documents.

41. **ENTIRE AGREEMENT**. The Agreement, including the RFP, the Proposal, and the Exhibits that are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties concerning the subject matter of this Agreement and supersede all prior and contemporaneous agreements and

understandings, oral or written, relating to said subject matter. This Agreement may only be modified by a written amendment executed by the City and Consultant.

42. **SEVERABILITY**. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

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

CITY OF BOYNTON BEACH, FLORIDA

_____
Ty Penserga, Mayor

Approved as to Form:

_____
Shawna G. Lamb, City Attorney

Attested/Authenticated:

_____
Maylee DeJesus, City Clerk

CONSULTANT

Thomas D Montano

Digitally signed by Thomas D Montano
Date: 2025.01.16 21:27:52 -05'00'

_____
(Signature), GFA INTERNATIONAL, INC., DBA UNIVERSAL ENGINEERING SCIENCES (UES)

_____Thomas Montano_____
Print Name of Authorized Official

_____Branch Manager_____
Title

(Corporate Seal)

Attest/Authenticated:

_____
(Signature), Witness

_____
Print Name

EXHIBIT A

SCOPE OF SERVICES

In an effort to maintain good service and be responsive to its citizens, the Building Division desires to secure the services of a qualified firm to perform daily plan reviews for residential and commercial building applications, review Business Use Certificates for changes in occupancy requirements under the Florida Building Code, and inspection services (Business Use Certificate, generic inspections (A generic inspection is to verify work without permits or unsafe structure, a stop work order may be required to be issued for work w/o permits.), building, plumbing, electric, mechanical (HVAC) for structures in which the City of Boynton Beach has issued permits. Inspection and plan review services shall be conducted under the City's and all other federal, state, and local laws, rules, regulations, directives, codes, and ordinances.

A. Inspection and Plan Review services shall include, but not be limited to, general building, mechanical (HVAC), plumbing, structural, and electrical, as well as providing all administrative documentation as required by the City.

B. Inspect permitted construction within the City limits for compliance with City codes and ordinances and permitted plans and specifications.

C. Receive and investigate alleged complaints of working without permits, operating a business without a Business Use Certificate, code violations, etc., by citizens, City employees, and others, including appearances before the Code Enforcement Board where appropriate.

D. Inspect new and transferred business uses. Review applications and research past use to determine possible changes in building code requirements for occupancy.

E. Prepare written reports of inspections and investigations of complaints and other reports as may be reasonably requested by the City. City inspection forms must be used.

F. Maintain records of inspections and investigations. Log daily inspections and results in the computer system.

G. Review plans for code compliance. Maintain records of reviews and investigations. Log daily reviews and results in the computer system.

H. Review and maintain all records required by the Federal Emergency Management Agency (FEMA) in association with processing building permits in the format required by FEMA.

I. Contact contractors, architects, engineers, and citizens about construction projects, code questions, and other concerns.

J. Coordinate activities with the City's Planning and Zoning Consultants, the City's Fire Marshall, and the City's Code Enforcement Officers.

K. Perform other duties that are related to or incidental to the Inspector's or Plan Reviewer's primary duties as described herein and that the City may assign from time to time.

L. Perform these duties during normal business hours of 8:00 AM to 5:00 PM, Monday through Friday, as needed or as may be altered with mutual agreement, as well as irregular hours as required during an emergency or natural disaster.

M. Report to the City's Building Official or designee.

N. Inspection personnel may be required to attend meetings or to provide consultation to the City.

O. Provide services regarding Unsafe Buildings as described in the Boynton Beach Administrative Amendment to the Florida Building Code, inspect, post and record violations and provide support to the Building Official or designee.

P. Provide services of an application technician to cover the counter, answer phone calls, receive permit applications, review applications for completeness, calculate applicable fees, receives payments, issue permits, and schedule inspections.

Q. All inspectors and examiners assigned to the City's contract shall have a valid driver's license in the State of Florida and be able to pass a background security check relevant to the position.

R. Inspection Services and Plan Review shall be provided in the event of a natural disaster (i.e. hurricane). Services shall be provided in emergency situations as follows:

a. During a declared emergency, Firm shall be responsible for staffing the EOC when operational and assisting with damage assessment and safety inspections. The Building Code Administrator shall have immediate access to building plans and other essential building information.

b. Firm shall work with the City during post-disaster (natural or man-made) times in restoring Plan Review and Inspection Services pursuant to the Florida Building Code and executive orders of the Governor. The firm shall provide personnel to assist with damage assessment teams. The firm shall serve as a resource and consultant in the relevant discipline areas, assisting the operational decision-making process and performing other duties as deemed necessary to restore overall safety and services.

c. The firm shall provide personnel in each discipline who shall be able to respond within one (1) hour (24 hours/day, 7 days/week) to any emergency call-out by the City's Fire Rescue, Law Enforcement or any authorized City representative.

d. If services are provided in response to an emergency, the FEMA Requirements shall apply to those services.

Key Negotiation Points:

A. **Billing for Training**
   a. To reduce costs, the Consultant shall only train one staff member on the permitting software system.
   b. This trained staff member would then train other inspectors internally, ensuring the City is not repeatedly charged for training hours.

B. **Inspection Scheduling**
   a. The Building Department shall notify the company to schedule inspections for the following day.

C. **Data Entry into Permitting Software**
   a. Consultant shall enter Inspection results directly into the permitting software system at the time of the inspection.
   b. Inspections end by 3:00 p.m. every day, and the Consultant shall inform the Building Department if a follow-up inspection needs to be scheduled the following day.

SAMPLE

EXHIBIT B

FORM OF TASK ORDER

CITY OF BOYNTON BEACH
RFP No. BD25-014R
SUPPLEMENTAL BUILDING INSPECTIONS AND PLAN REVIEW SERVICES (CONSULTANT)

Consultant:
Procurement:

1. **Task/Project**. _____

2. **Agreement Reference**. This Task Order shall be performed under the terms and conditions described within the _____ Continuing Consulting Services Agreement ("Agreement"), dated _____, by and between the City of Boynton Beach and _____.

3. **Scope of Services**. The scope of services and all required deliverables under this Task Order is attached as **Exhibit A**. This Task Order is issued in accordance with Section 1(b) of the Agreement.

4. **Project Schedule**. Consultant shall deliver to the City the deliverables specified [within _____ days after the date of Notice to Proceed for such services] or [pursuant to the time periods specified in the Project Schedule included in **Exhibit A** said time periods shall commence from the date of the Notice to Proceed for such services].

5. **Compensation**. Payment for the services authorized by this Task Order shall be in accordance with Article 5 of the Agreement. The total Fee to be paid to the Consultant under this Task Order shall not exceed $_____, based on the detailed fee schedule attached as **Exhibit B**, which shall be based on the Hourly Rates established in the Agreement.

6. **Insurance**. Consultant shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the City as of the date of this Task Order.

7. **Exhibits**. All attached Exhibits are incorporated fully into this Task Order and the Agreement.

8. **Notice to Proceed**. Consultant's receipt of a fully executed copy of this Task Order and a PO issued by the City shall serve as the "Notice to Proceed" under this Task Order, effective as of the date the fully executed Task Order and PO was emailed to the Consultant.

9. **Incorporation; No Modification**. The terms and conditions of the Agreement are hereby incorporated into this Task Order. Nothing contained in this Task Order shall alter, modify, or change in any way the terms and conditions of the Agreement with the City.

CONSULTANT:

By: _____

Print Name: _____

Date: _____, 20__

CITY OF BOYNTON BEACH

By: _____
Ty Penserga, Mayor

Date: _____, 20__

Attest: _____
City Clerk

City Attorney's Office
Approved as to form and legality
By: _____

EXHIBIT C
FEE SCHEDULE / HOURLY RATES

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "**MANDATORY**" field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank.Do not enter a $0.00 dollar value.

Supplemental Inspections and Plan Review Services

The undersigned agrees to provide **Supplemental Inspections and Plan Review Services** as called for by the Scope of Services and Proposal Documents and Agreement in the manner prescribed therein and to the standards of quality and performance established by the City for the unit price stated in the spaces herein provided.

- SINGLE CERTIFICATION (Any one discipline as a Building, Mechanical, Electrical, or Plumbing Inspector/Plan Review)
- MULTIPLE CERTIFICATIONS (Any combination of Building, Mechanical, Electrical, or Plumbing Inspector/Plan Review)
- ONE DAY EQUALS EIGHT (8) HOURS
- TWO HOUR MINIMUM FOR HOURLY

***The grand total price will be used to calculate the number of points using the formula described in SECTION IV—EVALUATION OF PROPOSALS.**

Description of Services	Hourly Rate Per Individual *	Estimated Potential Hours Annually	Total Annual Cost
Single Discipline Field Inspector	$72.5000	2000	$ 145,000.00
Single Discipline Plans Examiner	$97.7500	2000	$ 195,500.00
		Subtotal:	$ 340,500.00

A LA CARTE - OPTIONAL SERVICES

Proposers should use this form for submitting its Fee Proposal. The following pricing is submitted as "all-inclusive" to provide **Supplemental Inspections and Plan Review Services** in accordance with the requirements identified in this Scope of Work and as set forth in this RFP document.

☐ We will not be submitting for A LA CARTE - OPTIONAL SERVICES

Line Item	AUDIT STAFF POSITION	Hourly Rates *	Comments
1	Single Discipline Field Inspector		
2	Single Discipline Plans Inspector (Overtime)		
3	Multi-Discipline Field Inspector		
4	Multi-Discipline Field Inspector (Overtime)		
5	Multi-Discipline Plans Examiner		
6	Multi-Discipline Plans Examiner (Overtime)		
7	Business Inspector		
8	Business Inspector (Overtime)		
9	Application Technician		
10	Application Technician (Overtime)		
11	Other (specify in comments)		

Bid Number: BD25-014R Vendor Name: GFA International, Inc., dba Universal Engineering Sciences

EXHIBIT D

FEMA REQUIRED CONTRACT TERMS

The FEMA Requirements shall only modify the Contract upon the provision by the Contractor of work or services required as a result of a disaster.

The term "Contractor", as used throughout shall mean the Contractor, Provider, Consultant, Supplier, etc., as applicable with respect to the Contract or Agreement.

The term "Contract" as used throughout shall mean the underlying contract or agreement, as applicable.

FEMA Requirements. The City and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum (including Form FHWA-1273) and 2 CFR Part 200 (collectively, the **"FEMA Requirements")** shall apply. **The FEMA Requirements shall only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster.** The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

A. Contracts to receive funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

B. **In the event of a conflict between the FEMA Requirements listed in this section and other provisions of the Contract, the FEMA Requirements will govern and prevail. Only FEMA provisions applicable to the Contract shall apply.**

C. **Payment**. Payment shall be based on the unit rates/prices pursuant to the Contract Fee Schedule. The contractor shall submit invoices covering no more than a 30-day period.

D. **Remedies**.

(1) Legal Remedies. The city may enforce any breach of contract through a city-initiated lawsuit in a court of competent jurisdiction to pursue temporary or permanent injunctive relief or any other legal or equitable remedy authorized by law to cure, remove, prevent, or end a violation of any provision of this article. The City shall recover its court costs and reasonable attorneys' fees in any legal proceedings commenced to enforce the contract.

(2) Additional Remedies. In addition to any other remedies provided for in the contract or to which the City may be entitled at law or in equity, in the event of a breach or violation of the Contract by the Contractor, the Contractor shall be subject to debarment or suspension from consideration for the award of additional contracts from the City, including but not limited to contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in the City Code.

These remedies are cumulative, and the use of any appropriate remedy shall not constitute an election of other remedies by the City. The use of one remedy shall not preclude the use of any other remedy. Nothing in this article shall prohibit the City from enforcing the requirements of this article by any other legal means.

E. **Termination or Suspension of Contract**. The City may, by written notice to the Contractor, suspend any or all of the City's obligations under the Contract due to the Contractor's failure to comply with applicable law or the terms of the Contract until such time as the event or condition resulting in such suspension has ceased or been corrected.

F. **Termination for Cause**. The City shall have the right to terminate the Contract for cause, in the event of a breach of the contract terms, upon five (5)-calendar days written notice to Contractor. In the event of termination, the City shall compensate the Provider for all authorized services or work satisfactorily performed through the termination date under the payment terms contained in the Contract. The City shall be liable for the payment of all portions of materials, supplies, services, and facility orders which cannot be canceled and were placed prior to the effective

date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to the Contractor for lost profits or overhead for work, materials, or services not performed or delivered to the City. All other termination provisions in the Contract shall remain applicable.

G. **Termination for Convenience**. The City may terminate this Contract at its convenience with or without cause upon written notice of termination to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be canceled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to the Contractor for lost profits or overhead for work, materials, or services not performed or delivered to the City. All other termination provisions in the Contract shall remain applicable.

H. **Changes to Contract**. Changes to the Contract terms and conditions which are within the scope of the Contract, reasonable for completion of the contract scope, allowable under FEMA regulations, and mutually agreed, may be made part of the Contract by written amendment duly executed by City and Contractor.

I. **Equal Employment Opportunity**.
(Applicable to All FEMA Construction Contracts)

During the performance of this Contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for

purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, his contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph **(1)** and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part 11, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

J. **Civil Rights**.
(Applicable to All FEMA Contracts)

The following requirements will apply to the Contract and any sub-contracts:

(1) **Age**. In accordance with section 4 of the Age Discrimination in Employment Act of 19671 as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(2) **Disabilities**. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

K. **Davis Bacon Act and Copeland Anti-Kickback Act**.

(Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program construction contracts in excess of $2,000. Not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act--40 USC s. 3145)

In situations where the Davis-Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act (if applicable)

(1) The Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146- 3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) The Contractor agrees to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) The Contractors will pay wages not less than once a week.

Compliance with Copeland Anti-Kickback Act

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

L. **Contract Work Hours and Safety Standards Act**.
(Applicable to all FEMA contracts in excess of $100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums

as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

M. **Rights to Inventions Made Under a Contract or Agreement**.

(Applicable if FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement". Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

N. **Clean Air Act and the Federal Water Pollution Control Act**.
(Applicable to Contracts in Excess of $150,000)

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

O. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**. (Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

a. By signing this Addendum, the Contractor is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation

of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

e. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

f. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

g. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

P. **Certification Regarding Use of Contract Funds for Lobbying - Byrd Anti-Lobbying**.

(Byrd Anti-Lobbying (31 USC s. 1352) --Applicable to contracts in excess of $100,000. 2 CFR Part 200, Appendix II)

Contractors with contracts of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City who in turn will forward the certification(s) to FEMA.

(1) The Contractor certifies, by signing this Addendum, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

d. The Contractor also agrees that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such recipients shall certify and disclose accordingly.

e. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

P. **Procurement of Recovered Materials**.
(Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.322)

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
   a. Competitively within a timeframe providing for compliance with the contract performance schedule;
   b. Meeting contract performance requirements; or
   c. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program,

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Q. **Compliance with Federal Law, Regulations, and Executive Orders**.
(Applicable to all FEMA contracts)

This is an acknowledgment that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives as applicable, and as amended from to time, including but not limited to:

   a. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.
   b. Resource Conservation and Recovery Act
   c. National Historic Preservation Act
   d. Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

R. **Compliance with State and Federal Reporting Requirements**. The Contractor and its subcontractors shall comply with, and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

S. **Immigration and Naturalization Act**.
(Applicable to all FEMA contracts}

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a(e) [§274A(a)(1) and (e)] of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

T. **Indemnity of Funding Entities**.
(Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration), and the City and their officers, agents, employees, and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees, and subcontractors' acts or omissions associated with this Contract.

U. **Performance and Payment Bonds**.
(Applicable to all FEMA Construction Contracts}

If not already required under the Contract, and if requested by the City, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished under the contract and the payment of all subcontractors, materials, and laborers. Said bonds shall be subject to approval by the City.

V. **Materials and Supplies**.
(Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials, and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

W. **Access to Records**.
(Applicable to all FEMA contracts; OHS Standard Terms and Conditions, v. 3.0 XXV)

(1) The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

(5) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

X. **DHS Seal, Logo and Flags**.
(Applicable to all FEMA contracts; OHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the OHS seal(s), logos, crests or reproductions of flags or likenesses of OHS agency officials without specific FEMA approval.

Y. **Fraud and False or Fraudulent or Related Acts**.
(Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

Z. **No Obligation by the Federal Government**.
(Applicable to all FEMA contracts)

The Federal Government or FEMA is not a party to the Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the contract.

AA. **Additional FEMA Provisions**.
(

(1) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
(2) Copyrights and Data Rights. The Contractor grants to the City a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

BB. **Subcontracts**. (Applicable to all FEMA contracts)

To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Addendum in all subcontracts.

ATTACHMENT "A"

City of Boynton Beach
Risk Management
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 Consultant)* Thefollowing 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 orlower 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
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse		
Products-Completed Operations		
Contractual		
Independent Contractors		
Fire Legal Liability		
Professional Liability		Aggregate - $1,000,000.00
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employee	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified to be determined		

Revised 04/2021

ATTACHMENT "B"

SAMPLE PERFORMANCE EVALUATION QUESTIONNAIRE
(FOR INFORMATIONAL PURPOSES ONLY)

Instructions: Performance evaluations may be completed by the Project Manager for the following: (1) all Contracts; (2) all individual Task Orders/Work Orders. Task Orders/Work Orders/Purchase Orders with a term of six (6) months or more at a minimum, the Project Manager shall complete performance evaluations at the mid-point of the project term or at more frequent intervals as required by the Task Order/Work Order/Purchase Order **and** at the time of Task Order/Work Order/Purchase Order or Contract completion.

It is especially important for the Project Manager to contact a Procurement representative to advise of any performance issues so that Procurement can assist with efforts to bring performance back to acceptable standards. It is equally important to complete this form whenever any of the performance indicators are either "marginal" or "unsatisfactory" even when this is not within the normal review cycle. In the event the Average Rating Score is "marginal" or "unsatisfactory" even after reasonable efforts have been taken by the City to improve performance, the Project Manager shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

When completed, forward the evaluation form to Procurement. Procurement will keep track of the Average Rating Scores (Line 11) for all evaluations completed for the entire term of the Contract, Task Order, and Work Order. The completed Performance Evaluation form will be retained in Procurement and will be available as a record of current performance for use in the evaluation process of future solicitations released by the District. The completed evaluation is available to the contractor upon a Public Records request pursuant to Chapter 119, F.S.

Contract/Work Order No.	Contractor	Evaluation Period ☐ Interim ☐ Final
Project Title		If evaluating under a work order contract, specify type

Check the appropriate ratings for Lines 1 through 8.
Sum the individual ratings, by column, to produce the Individual Column Ratings on Line 9.
Sum the Individual Column Ratings in Line 9 to produce the Total Rating Score on Line 10.
Divide the Total Rating Score in Line 10 by the number 8 (the number of performance indicators in Lines 1-8) to produce the Average Rating Score in Line 11.

	Performance Indicators	**Rating** Unsatisfactory	Marginal	Satisfactory	Very Good	Exceptional
1.	Planning & Approach	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
2.	Staff Capability	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
3.	Staff Effectiveness	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
4.	Flexibility in Meeting City's Goals	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
5.	Promptness of Deliverables/Milestones/Reports	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
6.	Report and Drawings Quality	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
7.	Quality of Work Completed	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
8.	Contract Under or at Budgeted Cost and Invoicing Procedures	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
9.	Individual Column Rating (Total lines 1-8.)					

10.	Total Rating Score (Total row 9.)		
11.	Average Rating Score (Divide line 10 by the number 8.)		

In Lines 12 through 21, provide any additional detail, as deemed necessary, to support the ratings given in Lines 1 through 8 as well as any additional comments regarding Sub-consultant/sub-contractor utilization on Line 20. Additional space is available on Line 22 if needed.

12.	Current tasks completed and/or deliverables received? If no, reason:	☐ Yes ☐ No
13.	Current work completed ahead/on schedule? If no, number of days late: _____ and reason:	☐ Yes ☐ No
14.	Contract currently under/at budgeted cost? If not at budget, specify amount over $ _____ and reason:	☐ Yes ☐ No
15.	Contractor strengths:	
16.	Contractor weaknesses:	
17.	Specific problems incurred:	
18.	How may these have been prevented?	
19.	Additional comments/recommendations:	
20.	Comments on sub-contractor utilization:	
21.	**Currently recommend firm for future contracts, task orders, and/or work orders of this type? If "No" or "Possibly", an explanation must be**	☐ **Yes** ☐ **No**

Project Manager (sign)	Date	Department Administrator (sign)	Date

22. Please indicate any additional comments corresponding to Performance Indicators (Lines 1-8) on Page 1 – explain marginal/unsatisfactory performance; **if either "No" or "Possibly" apply to Question 21, an explanation must be provided here.** Additional sheets may be attached if necessary.

Number	Remarks
#	
#	

CONTRACT REVIEW/PROCUREMENT USE ONLY

Please indicate any additional comments corresponding to the numbered question on Page 1 and/or Page 2:

Number	Remarks
#	
#	

Evaluation Number/Score:	Comments:
Running Average Score:	

Procurement Representative (sign)	Date	Other Required Approval (sign)	Date

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND CALVIN, GIORDANO & ASSOCIATES, INC. FOR PROFESSIONAL SERVICES

RFP No. BD25-014R
SUPPLEMENTAL BUILDING INSPECTIONS AND PLAN REVIEW SERVICES (CONSULTANT)

This Agreement is made as of this ____ day of _____, 20___, by and between Calvin, Giordano & Associates, Inc., a Florida Profit Corporation, with a principal address of 1800 Eller Drive Ste 600 Fort Lauderdale FL, 33316, hereinafter referred to as "Consultant," and the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City." In consideration of the mutual benefits, terms, and conditions hereinafter specified, the Parties agree as set forth below.

WHEREAS, the City issued Request for Proposals No. BD25-014R (the "RFP ") pursuant to state and local law to solicit proposals for SUPPLEMENTAL BUILDING INSPECTIONS AND PLAN REVIEW SERVICES (the "Services"); and

WHEREAS, the Consultant responded to the RFP by submitting its Proposal dated December 10, 2024 (the "Proposal"), and

WHEREAS, the City created an evaluation committee to review the proposals in a publicly noticed open-to-the-public meeting on January 8, 2025, in accordance with the requirements of the RFP; and

WHEREAS, the evaluation committee requested presentations from the top three ranked vendors on January 14, 2025; and

WHEREAS, the City's evaluation committee selected the Consultant as the best qualified to perform the Services; and

WHEREAS, the City desires to engage the Consultant to provide such services to the City on an as-needed basis according to the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of such covenants and conditions, the City and Consultant do hereby agree as follows:

1. **SERVICES AND METHOD OF ORDERING SERVICES**.
   a. **Services**. Consultant shall provide the type of services described in the Scope of Services attached hereto as **Exhibit A** (which services are hereinafter referred to as the "Services"). Consultant may be requested to provide specific Services for various and different tasks or projects. Consultant shall render the Services in a diligent, careful, thorough, and professional manner consistent with sound business practice and shall at all times provide City with the most sound and reasonable recommendations and advice. The standard of care for all Services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession practicing under similar circumstances or at the same time and in the same locality.
   b. **Method of Ordering Services**. Services will be rendered in response to periodic written Task Orders (each "Task Order") issued by the City on an as-needed basis. For each task or assignment, the City shall request the Consultant to develop for review by the City:
      i. A scope of services.
      ii. An estimate of fees and costs based on the hourly rates established in this Agreement with sufficient detail to identify the various elements of costs, which amount shall constitute a guaranteed maximum

and shall not be exceeded without the prior written approval of City.

iii. A task/deliverable schedule; and

iv. A payment schedule based on deliverables, which may not be front-loaded.

The Consultant and City shall execute a written Task Order upon mutual agreement of the scope of services, fees and costs, task/deliverable schedule, and payment schedule. City shall not be liable to pay for any Services provided without a properly executed Task Order. Upon complete execution of a Task Order and issuance of a Purchase Order, Consultant shall provide all Services described in the Task Order, including all necessary, incidental, and related activities required for the full and complete performance of such Services. The form of the Task Order is attached hereto as **Exhibit B**. Any Task Order over the then-current procurement policy threshold shall require approval of the City Commission.

c. **Use of Subconsultants**. Consultant shall utilize only the subconsultants identified in a Task Order to provide the Services. Consultant shall obtain written approval of City before changing or modifying any subconsultants, which shall be automatically updated upon such written approval. Consultant shall bind in writing each and every approved subconsultant to the terms stated in this Agreement and the applicable Task Order, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 24 on Consultant's subconsultants.

d. **Services Provided in Response to Natural Disaster / Emergency.** Consultant provides services that the City may require in the event of a hurricane or other disaster. Consultant acknowledges and agrees that in such event, the City may apply to the State of Florida or the federal government for funds which will be used to pay Contractor or reimburse the City for payments made to Consultant. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions. Consultant desires to be eligible to be awarded disaster work and be compensated through federal funds. The City and Consultant agree that with respect to any services or work performed or provided by Consultant or its subconsultants under this Agreement arising or related to a disaster event, the provisions set forth in the FEMA Required Contract Terms (the "FEMA Requirements"), a copy of which is attached hereto as **Exhibit D** and incorporated herein by reference, shall apply. The FEMA Requirements shall only modify this Agreement upon the provision by Consultant of work or services required as a result of a disaster. The terms and conditions of the Agreement and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Agreement and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

2. TERM. This Agreement shall be for an initial term of **THREE** (**3**) years, commencing on January 21, 2025, and shall remain in effect through January 20, 2028 ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement.

The City reserves the right to renew the Agreement for one (1) additional two-year renewal term (the "Extension Term") on the same terms and conditions stated in this Agreement, subject to Consultant's satisfactory performance as determined by the City, determination by the City that renewal will be in the best interest of the City, and confirmation that Consultant is the sole source to provide the Services. The Mayor is authorized to execute the term extension amendment(s). If Consultant requests a rate change at the time of renewal, such change shall not become effective until a written amendment is approved by the City Commission and duly executed by the Parties.

3. TIME FOR PERFORMANCE.

a. **Commencement of Work**. Services under the Agreement and any applicable Task Order shall commence upon the City giving written notice to the Consultant to proceed along with a purchase order. Consultant shall perform all Services and provide all deliverables required pursuant to this Agreement and each Task Order. Time is of the essence for the Consultant's performance of the

duties, obligations, and responsibilities required by this Agreement.

b. **Delays; Untimely Performance**.

i. **Delays; No Fault of Consultant**. If Consultant is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by the City or other governmental agencies having jurisdiction over the project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, the City shall grant a reasonable extension of time for completion of the Services. It shall be the responsibility of the Consultant to notify the City in writing whenever a delay in approval by a governmental agency is anticipated or experienced and whenever a delay has been caused by factors outside of the Consultant's control and to inform the City of all facts and details related to the delay. Consultant must provide such written notice to the City within three (3) business days after the occurrence of the event causing the delay.

ii. **Delays Due to Consultant**. If Consultant fails to substantially complete the Services in whole or in part on or before the date established in each Task Order, Consultant shall pay City its proportional share of any claim for damages arising out of the delay. This section shall not affect either Party's indemnification rights or obligations otherwise outlined in this Agreement.

c. **If Task Order Continues Beyond Term**. Consultant shall complete each executed Task Order without regard to whether such completion would cause Services to be performed after the expiration date of this Agreement. Any Task Order for which performance extends beyond the Term may be amended after that expiration date, provided that any additional Services, time, and compensation are permitted under this Agreement. The terms and conditions of this Agreement shall continue to govern Task Orders notwithstanding the expiration of this Agreement.

4. AMOUNT AND METHOD OF COMPENSATION.

a. **Compensation**. As compensation for Services rendered by the Consultant to the City pursuant to a duly executed Task Order. The Fee is based on the Hourly Rates outlined in the Fee Schedule attached hereto as **Exhibit C** and incorporated into this Agreement by reference.

b. The Fee shall be the sole compensation paid to Consultant in connection with the rendition of the Services and the performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Consultant.

c. **Subconsultant Fees**. If sub consulting is permitted, the Consultant shall bill the City for sub-consultant fees with no markup and within any applicable maximum not-to-exceed amount.

d. **CPI Increases.** All prices for the Initial Term **(THREE YEARS)** are fixed in accordance with the pricing stated in the Agreement. Consultant may request a price adjustment for labor unit prices for any applicable extension term. This request must be in writing, submitted to the City at least ninety (90) days before the start of the next applicable Extension Term, and accompanied by documentation to substantiate the need for the price adjustment.

Any price adjustment will be consistent with the Consumer Price Index ("CPI"). The CPI data will be obtained from the U.S. Bureau of Labor Statistics table for CPI for All Urban Consumers ("CPI-U"), All items in Miami-Fort Lauderdale-West Palm Beach, FL, all urban consumers, not seasonally adjusted or as amended or replaced by the agency. The City will designate a reasonably similar index if no such index is published.

In its sole discretion, the City will determine if Consultant's requested adjustment is in the City's best interest based on current market conditions and information regarding similar services in the area. City approval is required for any price adjustment requested by Consultant; the City will provide written notification to Consultant of City's decision to approve or reject any requested adjustment. The City may also initiate a price adjustment consistent with the CPI-U; unless otherwise stated in the Agreement, Consultant's written approval is required for any price adjustment initiated by City.

If approved by the City, the CPI price adjustment percentage is calculated as follows: the difference of the CPI current period less the CPI previous period, divided by the CPI previous period, times 100. The CPI current period means the most recently published monthly index before the Agreement's annual anniversary. The CPI previous period means for the same month of the prior year. Any year's CPI price adjustment percentage will not exceed a maximum change of three percent (3%).

Consultant acknowledges that any adjustment is at the City's sole discretion, and if the City does not approve any such adjustment, Consultant is obligated to perform the Services in full for the entire Term without the requested adjustment to pricing.

5. **NOTICES**. All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Consultant: Calvin, Giordano & Associates, Inc.
580 Village Blvd.
Suite 325
West Palm Beach, FL 33409
Jessica Koehler
Telephone: 954-921-7781
Email: procurement@cgasolutions.com
65-0013869

Registered Agent Name and Address (Sunbiz):
C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

6. **INVOICES AND PAYMENT**. Invoices must identify the PO number Task Order project description and should be mailed to:

Boynton Beach Finance Department

Attn: Accounts Payable
P.O. Box 310
Boynton Beach, FL 33425

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, the person performing services, the nature of the service, the hourly rate, and the dates(s) of service. Invoices may be submitted after such services are performed; however, all services rendered before September 30th of any given year must be invoiced by September 30th of that year. Consultant shall provide a W-9 with the first invoice.

Payment shall be made only for services actually performed and completed pursuant to a duly executed Task Order and this Agreement. The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Consultant, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Consultant of liability for the defective, faulty, or incomplete rendition of the Services.

7. **TAX EXEMPT**. Prices applicable to the City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. The City will provide the Consultant with proof of tax-exempt status upon request.

8. **SOVEREIGN IMMUNITY**. Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive the City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

9. **ATTORNEY'S FEES**. If either Party brings suit to enforce the Agreement, each Party shall bear its own attorney's fees and court costs.

10. **PUBLIC RECORDS**. The City is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:
    a. Keep and maintain public records required by the City to perform the service when utilizing non-City-owned equipment;
    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, Consultant shall destroy all copies of such confidential and exempt records remaining in its possession once the Consultant transfers the records in its possession to the City; and
    d. Upon completion of the contract, Consultant shall transfer to the City, at no cost to the City, all public records in Consultant's possession. All records stored electronically by Consultant must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the City's information technology systems.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

11. **DISCRIMINATORY VENDOR AND SCRUTINIZED COMPANIES LISTS; COUNTRIES OF CONCERN**. Consultant represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Consultant represents and certifies that it is not, and for the duration of the Term, will not be, ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. Consultant represents that it is, and for the duration of the term will remain, in compliance with Section 286.101, Florida Statutes.

12. **E-VERIFY**. Consultant shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registering and using the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the termination date. If this Agreement is terminated for a violation of the statute by Consultant, Consultant may not be awarded a public contract for one (1) year after the date of termination.

13. **ENTITIES OF FOREIGN CONCERN**. The provisions of this section apply only if Consultant or any subconsultant will have access to an individual's personal identifying information under this Agreement. Consultant represents and certifies: (i) Consultant is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Consultant; and (iii) Consultant r is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the effective date of this Agreement, Consultant and any subconsultant that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 6. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

14. **ANTI-HUMAN TRAFFICKING**. On or before the effective date of this Agreement, Consultant shall provide City with an affidavit attesting that the Consultant does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

15. **COUNTRIES OF CONCERN**. The Consultant represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the term.

16. **PUBLIC ENTITY CRIME ACT**. Consultant represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Consultant further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Consultant has been placed on the convicted vendor list.

17. **CONTINGENCY FEE**. Consultant represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

18. **TRUTH-IN-NEGOTIATION REPRESENTATION**. Consultant's compensation under this Agreement is based upon its representations to City. Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation may be reduced by City, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to City as the basis for Consultant's compensation in this Agreement.

19. **DULY LICENSED**. Consultant represents that it is duly licensed to perform the Services under this Agreement and will continue to maintain all licenses and approvals required to conduct its business.

20. **FORCE MAJEURE**. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, epidemic, pandemic, or other public health emergency, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency (collectively, "Force Majeure Event"), the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the affected Party shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such inability to perform due to the Force Majeure Event exceeds sixty (60) consecutive days, the Party that was not prevented from performance by the Force Majeure Event has the right to terminate this Agreement upon written notice to the other Party. This section shall not supersede or preclude the exercise of any right either Party may otherwise have to terminate this Agreement.

21. **DISPUTES**. Any disputes that arise between the parties regarding the performance of this Agreement and cannot be resolved through negotiations shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

22. **TERMINATION**.
    a. **Termination for Convenience**. This Agreement may be terminated by either Party for convenience upon fourteen (14) calendar days of written notice. In this event, the Consultant shall be compensated for services performed through the termination date, including services reasonably related to termination.
    b. **Termination for Cause**. In addition to all other remedies available to the aggrieved Party, this Agreement shall be subject to cancellation by either Party for cause, should the other Party 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 thirty (30) calendar days after receipt by the defaulting Party of written notice of such neglect or failure.
    c. In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date under the payment terms contained in this Agreement. Consultant shall immediately deliver all documents, written information, electronic data, and other materials concerning City projects in its possession to the City and shall cooperate in transitioning its consulting duties to appropriate parties at the direction of the City.
    d. Upon termination, this Agreement shall have no further force or effect, and the Parties shall be relieved

of all further liability hereunder, except that the provisions of this section and the provisions regarding property rights, insurance, indemnification, governing law, and litigation shall survive termination of this Agreement and remain in full force and effect.

23. **INDEMNIFICATION**. Consultant shall indemnify and hold harmless the City and its elected and appointed officers, agents, assigns and employees, consultants, separate Consultants, any of their subconsultants, or sub-subconsultants (collectively, "Indemnified Party"), from and against third-party claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the Indemnified Party to the extent arising out of or resulting from (A) Consultant's negligent performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Consultant's, its agents, employees, subcontractors, subconsultants, participants, and volunteers, and (C) Consultant's failure to take out and maintain insurance as required under this Agreement. Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature against an Indemnified Party, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon to the extent arising out of the negligent, willfull misconduct of Consultant's, its agent and employees. The obligations of this section shall survive indefinitely regardless of termination of the Agreement. If considered necessary by the City and the City Attorney, the City may retain any sums due Consultant under this Agreement until all claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the City.

    Consultant's obligations under this Section 23 are contingent upon timely notice of any Losses, such that defense of the Losses is not compromised, and the Indemnitees cooperation in defending the Losses.

24. **INSURANCE**. At the time of execution of this Agreement, the Consultant shall provide the City with a copy of its Certificate of Insurance reflecting the following insurance coverage:
    a. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) shall include Employer's Liability with limits of One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) each condition, and One Million Dollars ($1,000,000.00) aggregate by condition.
    b. Comprehensive General Liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability shall include:
        i. Premises and/or Operations on an occurrence basis.
        ii. Completed Operations Liability on an occurrence basis.
        iii. Broad Form Property Damage.
        iv. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.

        The Certificate of Insurance shall name the City of Boynton Beach and its officers, employees, and agents as additional insured.
    c. Consultant shall require that each subconsultant maintains insurance coverage that adequately covers the Services provided by that subconsultant on substantially the same insurance terms and conditions required of Consultant under this article. Consultant shall ensure that all such subconsultants comply with these requirements and that "and its officers, employees, and agents as additional insured" is named as an additional insured under the subconsultants' applicable insurance policies. Consultant shall not permit any subconsultant to provide Services unless and until all applicable requirements of this article are satisfied.

25. **LIMITATION OF LIABILITY**. Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Consultant beyond the amount remaining due to Consultant under the Agreement, regardless of whether said liability be based in tort, contract, indemnity, or otherwise; and in no event shall City be liable to Consultant for punitive or exemplary damages or lost profits or consequential damages.

26. **INDEPENDENT CONTRACTOR**. The Agreement does not create an employee/employer relationship between the Parties. The Parties intend that Consultant is an independent contractor under this Agreement and shall not be considered the City's employee for any purpose. Consultant shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement

27. **COMPLIANCE WITH LAWS**. Consultant hereby warrants and agrees that at all times material to the Agreement, Consultant shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

28. **BREACH OF REPRESENTATIONS**. Consultant acknowledges that City is materially relying on the representations, warranties, and certifications of Consultant stated in its Proposal and this Agreement, and City shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Consultant; (c) set off from any amounts due Consultant the total amount of any damage incurred; and (d) debarment of Consultant.

29. **ASSIGNMENT**. If this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered under any circumstances by Consultant, Consultant must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any company ownership change shall constitute an assignment that requires the City's approval. Notwithstanding the foregoing, Consultant may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Consultant shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

30. **NO LIEN**. The Consultant shall not at any time permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise, by any person or persons whomsoever to be filed or recorded against the City, against any City property or money due or to become due for any work done or materials furnished under this Agreement by Consultant.

31. **AGREEMENT SUBJECT TO FUNDING**. The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

32. **NON-EXCLUSIVE**. This Agreement is non-exclusive. City may retain additional entities to perform the same or similar work.

33. **REPRESENTATION OF AUTHORITY**. Consultant represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Consultant and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Consultant has with any third party or violates applicable law. Consultant further represents and warrants that execution of this Agreement is within Consultant's legal powers, and each individual executing this Agreement on behalf of Consultant is duly authorized by all necessary and appropriate action to do so on behalf of Consultant and does so with full legal authority.

34. **RIGHTS IN DOCUMENTS AND WORK**.
    a. **Ownership**. Any and all videos, photographs, documents, materials, data, or other work created by Consultant in connection with performing services, whether finished or unfinished ("Documents and Work"), shall be owned by City, and Consultant hereby transfers to City all right, title, and interest,

including any copyright or other intellectual property rights, in or to the Documents and Work. Notwithstanding any provision of this Agreement to the contrary, Consultant shall have no liability, including under Section 23, with respect to (i) the use by City of unfinished or draft Documents and Work or (ii) the use of Documents and Work for any project other than that for which they were prepared or (iii) the use of Documents and Work after a change in applicable codes or law.

b. **Deliverables Upon Conclusion of Task Order**. Consultant shall deliver to the City for approval and acceptance, and before being eligible for final payment of any amounts due under any Task Order, all documents and materials prepared for the City in connection with the Task Order. All such documents and records shall be provided within a reasonable time at no additional cost. Such documents may be provided electronically.

c. **Delivery Upon Expiration or Termination of Agreement**. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of City and shall be delivered by Consultant to City within seven (7) days after expiration or termination. Any compensation due to Consultant may be withheld until all Documents and Work are received as provided in this Agreement. Consultant shall ensure that the requirements of this section are included in all agreements with all subconsultant(s).

d. **Reuse of Project Documents**. City may, at its option, reuse (in whole or in part) the resulting end-product or deliverables resulting from Consultant's Services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in the applicable Scope of Services for any Task Order); and Consultant agrees to such reuse in accordance with this provision.

35. **CONSULTANT'S STAFF**. Consultant will provide the key staff identified in its Proposal as long as they are in Consultant's employment. Consultant will obtain prior written approval from the City to change key staff. Consultant shall provide City with such information as necessary for City to determine the suitability of proposed new key staff. City will be reasonable in evaluating key staff qualifications. If City desires to request removal of any of Consultant's staff, City shall first meet with Consultant and provide reasonable justification for said removal; upon such reasonable justification, Consultant shall use good faith efforts to remove or reassign the staff at issue.

36. **THIRD-PARTY BENEFICIARIES**. Neither Consultant nor City intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

37. **MATERIALITY AND WAIVER OF BREACH**. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and essential to the formation of this Agreement, and each is, therefore, a material term. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of this Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

38. **COUNTERPARTS AND MULTIPLE ORIGINALS**. This Agreement may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

39. **NON-DISCRIMINATION**. Consultant and any subconsultants shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

40. **CONTROLLING PROVISIONS**. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the RFP and/or

Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the RFP; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such a manner as to avoid conflicts between the provisions of the various documents.

41. **ENTIRE AGREEMENT**. The Agreement, including the RFP, the Proposal, and the Exhibits that are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties concerning the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by a written amendment executed by the City and Consultant.

42. **SEVERABILITY**. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

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

CITY OF BOYNTON BEACH, FLORIDA

Ty Penserga, Mayor

Approved as to Form:

Shawna G. Lamb, City Attorney

Attested/Authenticated:

Maylee DeJesus, City Clerk

CONSULTANT

David E Stambaugh Digitally signed by David E Stambaugh Date: 2025.01.27 17:35:19-05'00'

(Signature), Calvin, Giordano & Associates, Inc.

David Stambaugh

Print Name of Authorized Official

Vice President

Title

GIORDANO & ASSOCIATES INC. CALVIN FLORIDA CORPORATE SEAL 1985

(Corporate Seal)

Attest/Authenticated:

Dawn Hopkins Digitally signed by Dawn Hopkins Date: 2025.01.28 10:01:25 -05'00'

(Signature), Witness

Dawn Hopkins

Print Name

EXHIBIT A

SCOPE OF SERVICES

In an effort to maintain good service and be responsive to its citizens, the Building Division desires to secure the services of a qualified firm to perform daily plan reviews for residential and commercial building applications, review Business Use Certificates for changes in occupancy requirements under the Florida Building Code, and inspection services (Business Use Certificate, generic inspections (A generic inspection is to verify work without permits or unsafe structure, a stop work order may be required to be issued for work w/o permits.), building, plumbing, electric, mechanical (HVAC) for structures in which the City of Boynton Beach has issued permits. Inspection and plan review services shall be conducted under the City's and all other federal, state, and local laws, rules, regulations, directives, codes, and ordinances.

A. Inspection and Plan Review services shall include, but not be limited to, general building, mechanical (HVAC), plumbing, structural, and electrical, as well as providing all administrative documentation as required by the City.

B. Inspect permitted construction within the City limits for compliance with City codes and ordinances and permitted plans and specifications.

C. Receive and investigate alleged complaints of working without permits, operating a business without a Business Use Certificate, code violations, etc., by citizens, City employees, and others, including appearances before the Code Enforcement Board where appropriate.

D. Inspect new and transferred business uses. Review applications and research past use to determine possible changes in building code requirements for occupancy.

E. Prepare written reports of inspections and investigations of complaints and other reports as may be reasonably requested by the City. City inspection forms must be used.

F. Maintain records of inspections and investigations. Log daily inspections and results in the computer system.

G. Review plans for code compliance. Maintain records of reviews and investigations. Log daily reviews and results in the computer system.

H. Review and maintain all records required by the Federal Emergency Management Agency (FEMA) in association with processing building permits in the format required by FEMA.

I. Contact contractors, architects, engineers, and citizens about construction projects, code questions, and other concerns.

J. Coordinate activities with the City's Planning and Zoning Consultants, the City's Fire Marshall, and the City's Code Enforcement Officers.

K. Perform other duties that are related to or incidental to the Inspector's or Plan Reviewer's primary duties as described herein and that the City may assign from time to time.

L. Perform these duties during normal business hours of 8:00 AM to 5:00 PM, Monday through Friday, as needed or as may be altered with mutual agreement, as well as irregular hours as required during an emergency or natural disaster.

M. Report to the City's Building Official or designee.

N. Inspection personnel may be required to attend meetings or to provide consultation to the City.

O. Provide services regarding Unsafe Buildings as described in the Boynton Beach Administrative Amendment to the Florida Building Code, inspect, post and record violations and provide support to the Building Official or designee.

P. Provide services of an application technician to cover the counter, answer phone calls, receive permit applications, review applications for completeness, calculate applicable fees, receives payments, issue permits, and schedule inspections.

Q. All inspectors and examiners assigned to the City's contract shall have a valid driver's license in the State of Florida and be able to pass a background security check relevant to the position.

R. Inspection Services and Plan Review shall be provided in the event of a natural disaster (i.e. hurricane). Services shall be provided in emergency situations as follows:

a. During a declared emergency, Firm shall be responsible for staffing the EOC when operational and assisting with damage assessment and safety inspections. The Building Code Administrator shall have immediate access to building plans and other essential building information.

b. Firm shall work with the City during post-disaster (natural or man-made) times in restoring Plan Review and Inspection Services pursuant to the Florida Building Code and executive orders of the Governor. The firm shall provide personnel to assist with damage assessment teams. The firm shall serve as a resource and consultant in the relevant discipline areas, assisting the operational decision-making process and performing other duties as deemed necessary to restore overall safety and services.

c. The firm shall provide personnel in each discipline who shall be able to respond within one (1) hour (24 hours/day, 7 days/week) to any emergency call-out by the City's Fire Rescue, Law Enforcement or any authorized City representative.

d. If services are provided in response to an emergency, the FEMA Requirements shall apply to those services.

Key Negotiation Points:

A. **Billing for Training**
   a. To reduce costs, the Consultant shall only train one staff member on the permitting software system.
   b. This trained staff member would then train other inspectors internally, ensuring the City is not repeatedly charged for training hours.

B. **Inspection Scheduling**
   a. The Building Department shall notify the company to schedule inspections for the following day.

C. **Data Entry into Permitting Software**
   a. Consultant shall enter Inspection results directly into the permitting software system at the time of the inspection.
   b. Inspections end by 3:00 p.m. every day, and the Consultant shall inform the Building Department if a follow-up inspection needs to be scheduled the following day.

SAMPLE

EXHIBIT B

FORM OF TASK ORDER

CITY OF BOYNTON BEACH
RFP No. BD25-014R
SUPPLEMENTAL BUILDING INSPECTIONS AND PLAN REVIEW SERVICES (CONSULTANT)

Consultant:
Procurement:

1. **Task/Project**. _____

2. **Agreement Reference**. This Task Order shall be performed under the terms and conditions described within the _____ Continuing Consulting Services Agreement ("Agreement"), dated _____, by and between the City of Boynton Beach and _____.

3. **Scope of Services**. The scope of services and all required deliverables under this Task Order is attached as **Exhibit A**. This Task Order is issued in accordance with Section 1(b) of the Agreement.

4. **Project Schedule**. Consultant shall deliver to the City the deliverables specified [within _____ days after the date of Notice to Proceed for such services] or [pursuant to the time periods specified in the Project Schedule included in **Exhibit A** said time periods shall commence from the date of the Notice to Proceed for such services].

5. **Compensation**. Payment for the services authorized by this Task Order shall be in accordance with Article 5 of the Agreement. The total Fee to be paid to the Consultant under this Task Order shall not exceed $_____, based on the detailed fee schedule attached as **Exhibit B**, which shall be based on the Hourly Rates established in the Agreement.

6. **Insurance**. Consultant shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the City as of the date of this Task Order.

7. **Exhibits**. All attached Exhibits are incorporated fully into this Task Order and the Agreement.

8. **Notice to Proceed**. Consultant's receipt of a fully executed copy of this Task Order and a PO issued by the City shall serve as the "Notice to Proceed" under this Task Order, effective as of the date the fully executed Task Order and PO was emailed to the Consultant.

9. **Incorporation; No Modification**. The terms and conditions of the Agreement are hereby incorporated into this Task Order. Nothing contained in this Task Order shall alter, modify, or change in any way the terms and conditions of the Agreement with the City.

CONSULTANT:

By: _____

Print Name: David Stambaugh, PE.

Date: January 27, 2025

CITY OF BOYNTON BEACH

By: _____
Ty Penserga, Mayor

Date: _____, 20__

Attest: _____
City Clerk

City Attorney's Office
Approved as to form and legality
By: _____

EXHIBIT C
FEE SCHEDULE / HOURLY RATES

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "**MANDATORY**" field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank.Do not enter a $0.00 dollar value.

Supplemental Inspections and Plan Review Services

The undersigned agrees to provide **Supplemental Inspections and Plan Review Services** as called for by the Scope of Services and Proposal Documents and Agreement in the manner prescribed therein and to the standards of quality and performance established by the City for the unit price stated in the spaces herein provided.

- SINGLE CERTIFICATION (Any one discipline as a Building, Mechanical, Electrical, or Plumbing Inspector/Plan Review)
- MULTIPLE CERTIFICATIONS (Any combination of Building, Mechanical, Electrical, or Plumbing Inspector/Plan Review)
- ONE DAY EQUALS EIGHT (8) HOURS
- TWO HOUR MINIMUM FOR HOURLY

***The grand total price will be used to calculate the number of points using the formula described in SECTION IV—EVALUATION OF PROPOSALS.**

Description of Services	Hourly Rate Per Individual *	Estimated Potential Hours Annually	Total Annual Cost
Single Discipline Field Inspector	$118.0000	2000	$ 236,000.00
Single Discipline Plans Examiner	$124.0000	2000	$ 248,000.00
		Subtotal:	$ 484,000.00

Bid Number: BD25-014R

Vendor Name: Calvin, Giordano & Associates, Inc.

A LA CARTE - OPTIONAL SERVICES

Proposers should use this form for submitting its Fee Proposal. The following pricing is submitted as "all-inclusive" to provide **Supplemental Inspections and Plan Review Services** in accordance with the requirements identified in this Scope of Work and as set forth in this RFP document.

☐ We will not be submitting for A LA CARTE - OPTIONAL SERVICES

Line Item	AUDIT STAFF POSITION	Hourly Rates *	Comments
1	Single Discipline Field Inspector	$118.0000	
2	Single Discipline Plans Inspector (Overtime)	$159.3000	
3	Multi-Discipline Field Inspector	$0.0000	No bid for Multi-Discipline Field Inspector - System will not allow for us to leave hourly rate blank.
4	Multi-Discipline Field Inspector (Overtime)	$0.0000	No bid Multi-Discipline Field Inspector - System will not allow for us to leave hourly rate blank.
5	Multi-Discipline Plans Examiner	$0.0000	No bid Multi-Discipline Plans Examiner - System will not allow for us to leave hourly rate blank.
6	Multi-Discipline Plans Examiner (Overtime)	$0.0000	No bid Multi-Discipline Plans Examiner - System will not allow for us to leave hourly rate blank.
7	Business Inspector	$90.0000	
8	Business Inspector (Overtime)	$121.5000	
9	Application Technician	$85.0000	
10	Application Technician (Overtime)	$114.7500	
11	Other (specify in comments)	$144.0000	Building Official Hourly Rate

EXHIBIT D

FEMA REQUIRED CONTRACT TERMS

The FEMA Requirements shall only modify the Contract upon the provision by the Contractor of work or services required as a result of a disaster.

The term "Contractor", as used throughout shall mean the Contractor, Provider, Consultant, Supplier, etc., as applicable with respect to the Contract or Agreement.

The term "Contract" as used throughout shall mean the underlying contract or agreement, as applicable.

FEMA Requirements. The City and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum (including Form FHWA-1273) and 2 CFR Part 200 (collectively, the **"FEMA Requirements")** shall apply. **The FEMA Requirements shall only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster.** The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

A. Contracts to receive funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

B. **In the event of a conflict between the FEMA Requirements listed in this section and other provisions of the Contract, the FEMA Requirements will govern and prevail. Only FEMA provisions applicable to the Contract shall apply.**

C. **Payment**. Payment shall be based on the unit rates/prices pursuant to the Contract Fee Schedule. The contractor shall submit invoices covering no more than a 30-day period.

D. **Remedies**.

(1) Legal Remedies. The city may enforce any breach of contract through a city-initiated lawsuit in a court of competent jurisdiction to pursue temporary or permanent injunctive relief or any other legal or equitable remedy authorized by law to cure, remove, prevent, or end a violation of any provision of this article. The City shall recover its court costs and reasonable attorneys' fees in any legal proceedings commenced to enforce the contract.

(2) Additional Remedies. In addition to any other remedies provided for in the contract or to which the City may be entitled at law or in equity, in the event of a breach or violation of the Contract by the Contractor, the Contractor shall be subject to debarment or suspension from consideration for the award of additional contracts from the City, including but not limited to contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in the City Code.

These remedies are cumulative, and the use of any appropriate remedy shall not constitute an election of other remedies by the City. The use of one remedy shall not preclude the use of any other remedy. Nothing in this article shall prohibit the City from enforcing the requirements of this article by any other legal means.

E. **Termination or Suspension of Contract**. The City may, by written notice to the Contractor, suspend any or all of the City's obligations under the Contract due to the Contractor's failure to comply with applicable law or the terms of the Contract until such time as the event or condition resulting in such suspension has ceased or been corrected.

F. **Termination for Cause**. The City shall have the right to terminate the Contract for cause, in the event of a breach of the contract terms, upon five (5)-calendar days written notice to Contractor. In the event of termination, the City shall compensate the Provider for all authorized services or work satisfactorily performed through the termination date under the payment terms contained in the Contract. The City shall be liable for the payment of all portions of materials, supplies, services, and facility orders which cannot be canceled and were placed prior to the effective

date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to the Contractor for lost profits or overhead for work, materials, or services not performed or delivered to the City. All other termination provisions in the Contract shall remain applicable.

G. **Termination for Convenience**. The City may terminate this Contract at its convenience with or without cause upon written notice of termination to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be canceled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to the Contractor for lost profits or overhead for work, materials, or services not performed or delivered to the City. All other termination provisions in the Contract shall remain applicable.

H. **Changes to Contract**. Changes to the Contract terms and conditions which are within the scope of the Contract, reasonable for completion of the contract scope, allowable under FEMA regulations, and mutually agreed, may be made part of the Contract by written amendment duly executed by City and Contractor.

I. **Equal Employment Opportunity**.
(Applicable to All FEMA Construction Contracts)

During the performance of this Contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for

purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, his contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph **(1)** and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part 11, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

J. **Civil Rights**.
(Applicable to All FEMA Contracts)

The following requirements will apply to the Contract and any sub-contracts:

(1) **Age**. In accordance with section 4 of the Age Discrimination in Employment Act of 19671 as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(2) **Disabilities**. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

K. **Davis Bacon Act and Copeland Anti-Kickback Act**.

(Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program construction contracts in excess of $2,000. Not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act--40 USC s. 3145)

In situations where the Davis-Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act (if applicable)

(1) The Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146- 3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) The Contractor agrees to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) The Contractors will pay wages not less than once a week.

Compliance with Copeland Anti-Kickback Act

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

L. **Contract Work Hours and Safety Standards Act**.
(Applicable to all FEMA contracts in excess of $100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums

as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

M. **Rights to Inventions Made Under a Contract or Agreement**.

(Applicable if FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement". Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

N. **Clean Air Act and the Federal Water Pollution Control Act**.
(Applicable to Contracts in Excess of $150,000)

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

O. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**. (Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

a. By signing this Addendum, the Contractor is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation

of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

e. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

f. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

g. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

P. **Certification Regarding Use of Contract Funds for Lobbying - Byrd Anti-Lobbying**.

(Byrd Anti-Lobbying (31 USC s. 1352) --Applicable to contracts in excess of $100,000. 2 CFR Part 200, Appendix II)

Contractors with contracts of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City who in turn will forward the certification(s) to FEMA.

(1) The Contractor certifies, by signing this Addendum, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

d. The Contractor also agrees that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such recipients shall certify and disclose accordingly.

e. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

P. **Procurement of Recovered Materials**.
(Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.322)

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
   a. Competitively within a timeframe providing for compliance with the contract performance schedule;
   b. Meeting contract performance requirements; or
   c. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program,

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Q. **Compliance with Federal Law, Regulations, and Executive Orders**.
(Applicable to all FEMA contracts)

This is an acknowledgment that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives as applicable, and as amended from to time, including but not limited to:

   a. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.
   b. Resource Conservation and Recovery Act
   c. National Historic Preservation Act
   d. Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

R. **Compliance with State and Federal Reporting Requirements**. The Contractor and its subcontractors shall comply with, and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

S. **Immigration and Naturalization Act**.
(Applicable to all FEMA contracts}

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a(e) [§274A(a)(1) and (e)] of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

T. **Indemnity of Funding Entities**.
(Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration), and the City and their officers, agents, employees, and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees, and subcontractors' acts or omissions associated with this Contract.

U. **Performance and Payment Bonds**.
(Applicable to all FEMA Construction Contracts}

If not already required under the Contract, and if requested by the City, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished under the contract and the payment of all subcontractors, materials, and laborers. Said bonds shall be subject to approval by the City.

V. **Materials and Supplies**.
(Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials, and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

W. **Access to Records**.
(Applicable to all FEMA contracts; OHS Standard Terms and Conditions, v. 3.0 XXV)

(1) The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

(5) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

X. **DHS Seal, Logo and Flags**.
(Applicable to all FEMA contracts; OHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the OHS seal(s), logos, crests or reproductions of flags or likenesses of OHS agency officials without specific FEMA approval.

Y. **Fraud and False or Fraudulent or Related Acts**.
(Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

Z. **No Obligation by the Federal Government**.
(Applicable to all FEMA contracts)

The Federal Government or FEMA is not a party to the Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the contract.

AA. **Additional FEMA Provisions**.
(

(1) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
(2) Copyrights and Data Rights. The Contractor grants to the City a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

BB. **Subcontracts**. (Applicable to all FEMA contracts)

To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Addendum in all subcontracts.

ATTACHMENT "A"

City of Boynton Beach
Risk Management
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 Consultant)* Thefollowing 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 orlower 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
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse		
Products-Completed Operations		
Contractual		
Independent Contractors		
Fire Legal Liability		
Professional Liability		Aggregate - $1,000,000.00
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation	Statutory Limits	
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employee	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified	to be determined	

Revised 04/2021

ATTACHMENT "B"

SAMPLE PERFORMANCE EVALUATION QUESTIONNAIRE
(FOR INFORMATIONAL PURPOSES ONLY)

Instructions: Performance evaluations may be completed by the Project Manager for the following: (1) all Contracts; (2) all individual Task Orders/Work Orders. Task Orders/Work Orders/Purchase Orders with a term of six (6) months or more at a minimum, the Project Manager shall complete performance evaluations at the mid-point of the project term or at more frequent intervals as required by the Task Order/Work Order/Purchase Order **and** at the time of Task Order/Work Order/Purchase Order or Contract completion.

It is especially important for the Project Manager to contact a Procurement representative to advise of any performance issues so that Procurement can assist with efforts to bring performance back to acceptable standards. It is equally important to complete this form whenever any of the performance indicators are either "marginal" or "unsatisfactory" even when this is not within the normal review cycle. In the event the Average Rating Score is "marginal" or "unsatisfactory" even after reasonable efforts have been taken by the City to improve performance, the Project Manager shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

When completed, forward the evaluation form to Procurement. Procurement will keep track of the Average Rating Scores (Line 11) for all evaluations completed for the entire term of the Contract, Task Order, and Work Order. The completed Performance Evaluation form will be retained in Procurement and will be available as a record of current performance for use in the evaluation process of future solicitations released by the District. The completed evaluation is available to the contractor upon a Public Records request pursuant to Chapter 119, F.S.

Contract/Work Order No.	Contractor	Evaluation Period ☐ Interim ☐ Final
Project Title		If evaluating under a work order contract, specify type

Check the appropriate ratings for Lines 1 through 8.
Sum the individual ratings, by column, to produce the Individual Column Ratings on Line 9.
Sum the Individual Column Ratings in Line 9 to produce the Total Rating Score on Line 10.
Divide the Total Rating Score in Line 10 by the number 8 (the number of performance indicators in Lines 1-8) to produce the Average Rating Score in Line 11.

	Performance Indicators	**Rating** Unsatisfactory	Marginal	Satisfactory	Very Good	Exceptional
1.	Planning & Approach	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
2.	Staff Capability	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
3.	Staff Effectiveness	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
4.	Flexibility in Meeting City's Goals	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
5.	Promptness of Deliverables/Milestones/Reports	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
6.	Report and Drawings Quality	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
7.	Quality of Work Completed	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
8.	Contract Under or at Budgeted Cost and Invoicing Procedures	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
9.	Individual Column Rating (Total lines 1-8.)					

10.	Total Rating Score (Total row 9.)		
11.	Average Rating Score (Divide line 10 by the number 8.)		

In Lines 12 through 21, provide any additional detail, as deemed necessary, to support the ratings given in Lines 1 through 8 as well as any additional comments regarding Sub-consultant/sub-contractor utilization on Line 20. Additional space is available on Line 22 if needed.

12.	Current tasks completed and/or deliverables received? If no, reason:	☐ Yes ☐ No
13.	Current work completed ahead/on schedule? If no, number of days late: _____ and reason:	☐ Yes ☐ No
14.	Contract currently under/at budgeted cost? If not at budget, specify amount over $ _____ and reason:	☐ Yes ☐ No
15.	Contractor strengths:	
16.	Contractor weaknesses:	
17.	Specific problems incurred:	
18.	How may these have been prevented?	
19.	Additional comments/recommendations:	
20.	Comments on sub-contractor utilization:	
21.	**Currently recommend firm for future contracts, task orders, and/or work orders of this type? If "No" or "Possibly", an explanation must be**	☐ **Yes** ☐ **No** ☐

Project Manager (sign)	Date	Department Administrator (sign)	Date

22. Please indicate any additional comments corresponding to Performance Indicators (Lines 1-8) on Page 1 – explain marginal/unsatisfactory performance; **if either "No" or "Possibly" apply to Question 21, an explanation must be provided here.** Additional sheets may be attached if necessary.

Number	Remarks
#	
#	

CONTRACT REVIEW/PROCUREMENT USE ONLY

Please indicate any additional comments corresponding to the numbered question on Page 1 and/or Page 2:

Number	Remarks
#	
#	

Evaluation Number/Score:	Comments:
Running Average Score:	

Procurement Representative (sign)	Date	Other Required Approval (sign)	Date

BD25-014R - PROFESSIONAL SERVICES AGREEMENT FOR SUPPLEMENTAL BUILDING INSPECTIONS AND PLAN REVIEW SERVICES (CONSULTANT)

Opening Date: November 1, 2024 7:00 PM

Closing Date: December 10, 2024 3:00 PM

Vendor Details

Company Name:	C.A.P. Government, Inc.
Address:	343 Almeria Avenue Coral Gables, Florida 33134
Contact:	Monica De Castro
Email:	mdcastro@capfla.com
Phone:	305-448-1711 3433
Fax:	305-448-1712
HST#:	65-0121594

Submission Details

Created On:	Monday November 04, 2024 12:45:24
Submitted On:	Tuesday December 10, 2024 09:43:19
Submitted By:	Monica De Castro
Email:	mdcastro@capfla.com
Transaction #:	fe5a831c-ddd6-4c77-9201-42f2e4fcb034
Submitter's IP Address:	163.116.250.48

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "**MANDATORY"** field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank.Do not enter a $0.00 dollar value.

Supplemental Inspections and Plan Review Services

The undersigned agrees to provide **Supplemental Inspections and Plan Review Services** as called for by the Scope of Services and Proposal Documents and Agreement in the manner prescribed therein and to the standards of quality and performance established by the City for the unit price stated in the spaces herein provided.

- SINGLE CERTIFICATION (Any one discipline as a Building, Mechanical, Electrical, or Plumbing Inspector/Plan Review)
- MULTIPLE CERTIFICATIONS (Any combination of Building, Mechanical, Electrical, or Plumbing Inspector/Plan Review)
- ONE DAY EQUALS EIGHT (8) HOURS
- TWO HOUR MINIMUM FOR HOURLY

***The grand total price will be used to calculate the number of points using the formula described in SECTION IV—EVALUATION OF PROPOSALS.**

Description of Services	Hourly Rate Per Individual *	Estimated Potential Hours Annually	Total Annual Cost
Single Discipline Field Inspector	$88.5000	2000	$ 177,000.00
Single Discipline Plans Examiner	$100.0000	2000	$ 200,000.00
		Subtotal:	$ 377,000.00

A LA CARTE - OPTIONAL SERVICES

Proposers should use this form for submitting its Fee Proposal. The following pricing is submitted as "all-inclusive" to provide **Supplemental Inspections and Plan Review Services** in accordance with the requirements identified in this Scope of Work and as set forth in this RFP document.

☐ We will not be submitting for A LA CARTE - OPTIONAL SERVICES

Line Item	AUDIT STAFF POSITION	Hourly Rates *	Comments
1	Single Discipline Field Inspector	$88.5000	
2	Single Discipline Plans Inspector (Overtime)	$115.0500	
3	Multi-Discipline Field Inspector	$92.5000	
4	Multi-Discipline Field Inspector (Overtime)	$120.2500	
5	Multi-Discipline Plans Examiner	$105.0000	
6	Multi-Discipline Plans Examiner (Overtime)	$136.5000	
7	Business Inspector	$80.0000	
8	Business Inspector (Overtime)	$104.0000	
9	Application Technician	$55.0000	
10	Application Technician (Overtime)	$71.5000	
11	Other (specify in comments)	$105.0000	Floodplain Reviewer $136.50 Floodplain Reviewer (Overtime)

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 to make it an official part of with your Proposal responses.

☐ We will not be submitting for Confirmation of Minority Owned Business

Description	Response *	Comments	
Is your company a Minority Owned business?	No		
Please select the appropriate response	Not Applicable		
Do you possess a certification qualifying your business as a Minority Owned business?	No		
Issuing organization name	Input response in comments box to the right	NA	*
Date of Issuance	Input response in comments box to the right	NA	*

Letter of Interest

The Letter of Interest shall summarizes the Bidder's primary qualifications and a firm commitment to provide the proposed services.

Line Item	Description	Response *
1	The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services.	November 26th, 2024 Mr. Dan Dugger City Manager City of Boynton Beach 100 E. Ocean Avenue Boynton Beach, FL 33435 RE: BD25-014R Professional Services Agreement for Supplemental Building Inspections and Plan Review Services (Consultant) Dear Mr. Dugger: C.A.P. Government, Inc. (CAP) hereby submits our proposal to the City of Boynton Beach (City) for the above referenced services. CAP thoroughly understands the scope of services and has submitted our electronic response via bidsandtenders.net. All terms and conditions of the RFP are understood and acknowledged. Our company has the ability, expertise, and commitment to perform the work in a timely and professional manner. CAP has been providing outsourced plan review and inspection services to governmental agencies in Florida for over thirty-five (35) years. Our corporate philosophy is to deliver these services by creating a positive customer experience while maintaining the highest standards of accuracy, efficiency, and transparency. We believe this aligns perfectly with the City's vision for its Building Department customers. Most importantly we have been providing services to the City of Boynton Beach since 2014. CAP is a State of Florida Corporation with three (3) strategically located offices in Florida including: Corporate Office: Broward County Palm Beach County 343 Almeria Avenue 100 S.E. 12th St. 1910 N. FL. Mango Rd. Coral Gables, FL 33134 Fort Lauderdale, FL 33316 W. Palm Beach, FL 33409 (305) 448-1711 (954) 888-9531 (561) 508-0615 CAP's extensive expertise, advanced tools, and unwavering commitment to excellence makes us the ideal provider for these services. As you review our qualifications, please consider the following key points: • Qualifications: Founded in 1989, CAP has over thirty-five (35) years of experience and is a pioneer in outsourcing Building Department services to municipalities throughout Florida. We currently serve over eighty-five (85)

governmental clients, including seven (7) that are educational institutions.

• Staff Availability: CAP employs over three hundred (300+) professionals. Our technical staff, including structural, building, electrical, plumbing, and mechanical inspectors, plans examiners, certified building officials, and certified floodplain managers, are fully certified, qualified, trained, and experienced. They are available to provide plans review and inspection services to the Building Department of the City of Boynton Beach.

• Technology: Since 2013, CAP has been investing in, developing, and implementing an Electronic Plans Review (EPR) platform. This platform enables our Plans Examiners to work electronically in an efficient, transparent, and real-time manner, ensuring accurate and timely inspections and documentation.

Emergencies/Disasters Response and Recovery

Since Hurricane Andrew in 1992, CAP has been a leader in emergency management and disaster recovery throughout the State of Florida. Our team of Emergency Managers and Building Officials are trained in both the National Incident Management System (NIMS) and the FEMA Incident Management System. We offer a comprehensive range of services, including support for Municipal Emergency Operations Centers (EOC), emergency damage assessments, floodplain management, structural and electrical support for Building and Public Works Departments, and continuity of operations planning for municipalities and educational institutions.

Our extensive experience in hurricane disaster response and recovery includes working on Hurricane Andrew (1992), Hurricane Charley (2004), Hurricane Ivan (2004), Hurricane Jeanne (2004), Hurricane Dennis (2005), Hurricane Wilma (2005), Hurricane Irma (2017), Hurricane Florence (2018), Hurricane Michael (2018), Hurricane Dorian (2019), Hurricane Ian (2022), and Hurricane Nicole (2022).

We commit to delivering efficient, cost-effective, and quality solutions to the City of Boynton Beach by maintaining the necessary resources to provide the services required in the Request for Proposal.

Why choose us? Consider the numbers:

35+ Years in Business (Est. in 1989).
32 Years Outsourcing Building Services Exclusively to the Government
11 Municipal Clients - Full Service
67 Municipal Clients - Supplemental Services (Similar to this RFP)
7 Educational Clients
85 Total Building Department Outsourcing Clients
10 Years providing services in City of Boynton Beach
11 Years providing Electronic Plan Review (EPR)
300+ Employees dedicated to outsourcing Building Services

If given the opportunity, we will continue to provide customer centered Building Department services to the City of Boynton Beach. If you require any additional information, or wish to discuss this proposal further, please contact me at 305.458.6000, or capenin@capfla.com.

Very truly yours,
C.A.P. Government, Inc.

Carlos A. Penin, PE
President

Local Business Status Certification

I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2 below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

By checking the box that you are not submitting for "Local Business Status Certification" you declare that you are not a local business in the City of Boynton Beach.

☑ We will not be submitting for Local Business Status Certification

Is the business located within the City limits of Boynton Beach, Florida? *	Does the business have a business tax receipt issued in the current year? *	Is the business registered with the Florida Division of Corporations? *	Number of years in business *	Business license number *
○ Yes ○ No	○ Yes ○ No	○ Yes ○ No		

Qualifications and Experience/Ability of Professional Personnel

Describe the experience and qualifications of all key Proposer and Sub-Proposer players. Summarize the quality of the firm's support personnel and continuity of staff. Describe the ability to perform additional services and provide technical support throughout engagement. Explain the ability to meet set standards. Provide evidence of a capable and well-organized engagement team and management plan.

Description	Response *

Describe the experience and qualifications of all key Proposer and Sub-Proposer players.	C.A.P. Government, Inc. (CAP), founded on 1989, by Carlos A. Penin, PE, has specialized in providing outsourced Building Department services, including permitting, plan review, and inspection services to municipalities across Florida. Over the past 35 years, CAP has established itself as a leading firm, offering tailored solutions exclusively to government entities. Our legacy of hard work and dedication has established us as a leader in our industry. Today CAP is recognized as the leading firm in providing Building Department services. We currently serve over eighty-five (85) governmental clients, including seven (7) that are educational institutions. The firm has a strong presence in Florida, with strategic offices located in Coral Gables, Fort Lauderdale, and West Palm Beach. CAP has been providing services to the City of Boynton Beach since 2014. CAP has a proven track record of managing full and supplemental Building Department Services across numerous jurisdictions in Florida. CAP's approach emphasizes maintaining effective professional relationships with city staff, contractors, homeowners, architects, engineers, and developers. We utilize an Electronic Plans Review (EPR) platform for efficient, transparent, and real-time inspections and documentation. CAP has extensive experience in managing emergency response and recovery operations, having been involved in significant disaster recovery efforts since Hurricane Andrew in 1992. The company is certified in various aspects of emergency management and disaster response, highlighting its capability to support federal, state, and local jurisdictions during major hurricane and emergency events. Our Emergency Managers and Building Officials are trained in the National Incident Management System (NIMS) and the FEMA Incident Management System. We offer various services, including support for Municipal Emergency Operations Centers (EOCs), emergency damage assessments, structural and electrical support for Building and Public Works Departments, and continuity of operations planning for municipalities and educational institutions. In 2017, 2018, 2019 and again in 2020 our company has been ranked as a "Top 100 firm" and recipient of this prestigious award at the Zweig Hot Firm & A/E Industry Awards Conference. In 2017 and in 2018 CAP was recognized as one of the fastest-growing, Gator-owned businesses in the world. CAP will not be using any sub-consultants for the proposed services. The firm's robust capacity, extensive experience, and advanced tools position it as a reliable provider of Building Department services, ensuring that all services meet or exceed client expectations.
Summarize the quality of the firm's support personnel and continuity of staff.	CAP Government prides itself on a robust support personnel structure, ensuring continuity and reliability throughout its operations. The firm boasts a dedicated team that includes experienced administrative staff, project managers, and technical experts, all of whom work collaboratively to maintain high service standards. CAP employs a team of over 300 professionals, including Structural, Building, Electrical, Plumbing, and Mechanical Inspectors, Plans Examiners, Certified Building Officials, and Certified Floodplain Managers. With such extensive expertise and capacity, CAP can deliver comprehensive, high-quality building department services. This stability is reinforced by low turnover rates, allowing for long-term relationships with clients and a deep understanding of ongoing projects. As a result, CAP can provide consistent support and seamless communication, enhancing the overall quality of service delivered to clients.
Describe the ability to perform additional services and provide technical support throughout engagement.	C.A.P. Government, Inc. (CAP) demonstrates a strong ability to perform additional services and provide comprehensive technical support throughout the engagement process. With a robust team, CAP is well equipped to adapt to the diverse needs of its clients. A notable aspect of CAP's capabilities is its extensive experience in emergency management and disaster recovery services. The firm has been actively involved in significant disaster recovery efforts since Hurricane Andrew in 1992, showcasing its ability to respond effectively to emergencies and support municipalities during critical times. CAP's certifications in various areas of emergency management reinforce its capacity to assist federal, state, and local jurisdictions during major disasters. Throughout engagements, CAP employs a proactive approach, maintaining effective communication and collaboration with city staff, contractors, and other stakeholders. This ensures that clients receive tailored solutions and technical assistance as their projects evolve. The firm utilizes an Electronic Plans Review (EPR) platform, which facilitates efficient, transparent, and real-time inspections and documentation, further enhancing its ability to provide timely support.

Explain the ability to meet set standards.	CAP has a proven ability to meet and exceed set standards through its comprehensive approach to project management and service delivery. The firm's extensive experience in building department services, including permitting, plan review, and inspection, ensures a consistent focus on quality and compliance with relevant building codes, regulations, and industry standards. CAP employs a highly qualified team of professionals, including Certified Building Officials, Structural, Electrical, Plumbing, and Mechanical Inspectors, and Certified Floodplain Managers, all of whom are trained to adhere to the highest standards of practice. The firm's emphasis on quality assurance and quality control (QA/QC) processes ensures that all services are consistently aligned with established requirements. These processes include regular audits, peer reviews, and staff training to maintain high service standards across all projects. CAP's commitment to utilizing advanced tools, such as the Electronic Plans Review (EPR) platform, further supports its ability to meet standards efficiently and transparently. The EPR platform ensures real-time, accurate inspections and documentation, which contributes to maintaining compliance and meeting deadlines. Additionally, CAP's long-standing relationships with municipalities and its history of successfully managing department services across multiple jurisdictions demonstrate the firm's capability to consistently meet and exceed the expectations of both local authorities and clients. This reliable track record, combined with its dedicated team and advanced technologies, positions CAP as a trusted partner capable of meeting all set standards and regulatory requirements for every project.

Provide evidence of a capable and well-organized engagement team and management plan.	CAP has a well-organized and capable engagement team, supported by a comprehensive management plan, to ensure the successful delivery of services. Evidence of this capability is reflected in the following aspects: Experienced Leadership and Key Personnel CAP's leadership team brings a wealth of experience and expertise, ensuring effective oversight and strategic direction. Key personnel include: Carlos A. Penin, PE: As the founder and President, Carlos Penin has over 35 years of industry experience, providing strong leadership and a clear vision for the company. Carlos Del Pino, PE: With over 30 years of experience, Mr. Del Pino serves as the Senior Operations Director, overseeing significant projects and ensuring they are managed effectively. Mr. Judson Dulany, BU - CAP's Municipal Manager: Mr. Dulany is responsible for managing, directing and overseeing CAP's Palm Beach County Operations. He has over thirty (30) years of experience in construction management. He is knowledgeable in all aspects of the construction industry and his experience includes customer centered management and supervision of municipal departments. Luis Pérez-Codina: Leading the emergency and disaster response strategy, Pérez-Codina has extensive experience and key certifications from FEMA and other relevant authorities. Comprehensive Staffing and Professional Expertise: CAP's diverse and highly skilled team ensures that the company can handle a wide range of services efficiently and effectively. Proven Management Plan: CAP's management plan is designed to ensure seamless execution and high-quality service delivery. Key components include: • Quality Assurance and Quality Control (QA/QC): A dedicated QA/QC team oversees all projects to ensure compliance with standards and client expectations. Regular audits, staff training, and peer reviews are integral to this process. • Advanced Technology Utilization: Enhances transparency and efficiency, allowing for real-time inspections and documentation. • Effective Communication and Collaboration: CAP emphasizes maintaining strong professional relationships with city staff, contractors, homeowners, architects, engineers, and developers. This collaborative approach ensures clear communication and effective project coordination. • Track Record of Success: CAP's extensive experience and proven track record in managing full and supplemental Building Department Services across numerous jurisdictions in Florida demonstrate its capability. Notable long-term engagements, such as with the City of Boynton Beach, highlight CAP's ability to deliver consistent, high-quality services. By combining experienced leadership, a highly skilled team, a robust management plan, and advanced technology, CAP provides a well-organized and capable engagement team that is well-equipped to meet client needs and ensure successful project outcomes.

References

In order to be considered**, the Bidder must** list the minimum number of three (3) successfully completed or in progress projects within the last five (5) years of similar scope and complexity in the State of Florida, which shows experience and demonstrates expertise in providing the services as stated herein.

The City is interested in learning of other firms' or government agencies' experiences with your company; as such**, please do not list the City of Boynton Beach as a reference.**

Description	Reference 1 - Completed or In Progress *	Reference 2 - Completed or In Progress *	Reference 3 - Completed or In Progress *
Company Name	City of Aventura	City of South Bay	Palm Beach County
Address	19200 W. Country Club Drive, Aventura, FL 33180	335 SW 2nd Avenue, South Bay, FL 33493	2300 N. Jog Road West palm Beach, FL 33411
Contact Name	Mr. Ronald J Wasson City Manager	Mr. Leondrae Camel City Manager	Ms. Verdenia C. Baker County Administrator
Phone	(305) 466-8910	(561) 996-6751	(561) 355-6726
Email	jwasson@cityofaventura.com	camel@southbaycity.com	public@co.palm-beach.fl.us

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

Schedule of Sub-Consultants

The Undersigned Respondent proposes the following major subcontractors for the major areas of work for the Project. The Respondent 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. If not applicable or if no-subconsultants will be used in the performance of this Work, write "Not-Applicable" or "NONE" across the form.

☑

By clicking here I confirm that there are no Subcontractor(s)/Subconsultant(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Line Item	Name of Sub-Consultant *	Address of Sub-Consultant *	License No. *	Contract Amount *	Percentage (%) of Contract *
1					

Documents

Ensure your submission document(s) conforms to the following:

Documents should NOT have a security password, as City of Boynton Beach may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by City of Boynton Beach.

If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

DOCUMENTS THAT

MUST ACCOMPANY PROPOSAL

IN ORDER FOR SUBMITTAL

TO BE CONSIDERED

COMPLETE AND ACCEPTABLE

- a. Proposer's Qualification Statement - a. Proposer's Qualification Statement.pdf - Tuesday November 12, 2024 09:32:39
- b. Non-Collusion Affidavit of Proposer - b. Non-Collusion Affidavit.pdf - Tuesday November 12, 2024 09:33:01
- c. E-Verify Form Under Section § 448.095 Florida Statutes - c. E-Verify Form.pdf - Tuesday November 19, 2024 09:51:35
- d. Certification Pursuant to Florida Statute § 287.135 - d. Certification Pursuant to Florida Statute 287.135.pdf - Tuesday November 12, 2024 09:34:10
- e. Anti-Kickback Affidavit - e. Anti-Kickback Affidavit.pdf - Tuesday November 19, 2024 09:56:06
- f. Affidavit of Compliance with Foreign Entity Laws - f. Affidavit of Compliance with Foreign Entity Laws.pdf - Tuesday November 12, 2024 09:34:56
- g. Affidavit of Compliance with Anti-Human Trafficking Laws - g. Affidavit of Compliance with Anti-Human Trafficking Laws.pdf - Tuesday November 12, 2024 09:35:14
- A. Letter of Interest, B. Firm's Qualifications, C. Qualifications of Project Team and availability of specialty resources, D. Current and Projected Workload of the Proposer, E. References – Past Performance - RFP No. BD2-014R - CAP Government Submittal.pdf - Tuesday December 03, 2024 11:36:16
- Florida Professional Licenses, including evidence of required licenses and business permits, W-9 and Sunbiz - Florida Professional Licenses.pdf - Tuesday November 12, 2024 09:49:52
- Additional Document (optional)

Addenda & Declarations

Background, Qualifications, and Terms

BACKGROUND:

The City of Boynton Beach serves an area of approximately 16.5 square miles with a population of approximately 80,000. The City provides services to its citizens in many areas, such as law enforcement, emergency medical services, fire control, water and sewer, library services, refuse collection, a municipal golf course, and various park sites and recreational services. The City was incorporated in 1920 and has operated under a Commission-Manager form of government (the City employs some 844 full-time and 41 part-time employees; it had total assets of almost $589 million and revenues of over $232 million for the fiscal year that ended September 30, 2023.

PURPOSE:

The City of Boynton Beach "City" Building Division is requesting sealed proposals from qualified and experienced firms to provide supplemental services to cover staffing on an as-needed basis for building, electrical, mechanical, and/or plumbing inspection and plan review services in accordance with the requirements of Florida Statutes 468, Part XII "Building Code Administrators and Inspectors" Business Inspector, and Application Technician on an as-needed basis.

The City intends to award a contract with an initial term of **Three (3) Years with One (1) Two-Year Renewal period.**

The City reserves the right to award to more than one firm. The firm(s) shall act as independent contractors and not as employees of the City.

Questions related to this RFP are to be submitted to the Purchasing representative through the e-procurement system only by clicking on the "Submit a Question" button for this specific Solicitation.

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Carlos Penin, President, C.A.P. Government, Inc.

The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addenda No. 1 Tue November 26 2024 01:19 PM	☑	--

PROPOSER'S QUALIFICATION STATEMENT

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: City of Boynton Beach
Procurement Services
100 E. Ocean Avenue
Boynton Beach, Florida 33435

Submitted By:
Name: C.A.P. Government, Inc
Address: 343 Almeria Avenue
CITY, State, Zip: Coral Gables, Florida, 33134
Telephone No.: (305) 448-1711
Fax No.: NA
Email Address.: capenin@capfla.com

Check One	
Corporation	X
Partnership	
Individual	
Other	

1. State the true, exact, correct, and complete name of the partnership, corporation, trade, or fictitious name under which you do business and the address of the place of business.

   The correct name of the Proposer is:
   C.A.P. Government, Inc.

   The address of the principal place of business is:

   343 Almeria Avenue, Coral Gables, Florida 33134

2. If Proposer is a corporation, answer the following:

   a. Date of Incorporation: 04/10/1989
   b. State of Incorporation: Florida
   c. President's name: Carlos A. Penin, PE
   d. Vice President's name: NA
   e. Secretary's name: Carlos A. Penin, PE
   f. Treasurer's name: Carlos A. Penin, PE
   g. Name and address of Resident Agent: Carlos A. Penin, PE, 343 Almeria Avenue, Coral Gables, Florida 33134

3. If Proposer is an individual or a partnership, answer the following:

a. Date of organization: NA

b. Name, address and ownership units of all partners:

NA

c. State whether general or limited partnership: NA

4. If Proposer is other than an individual, corporation, or partnership, describe the organization and give the name and address of principals:

NA

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

NA

6. How many years has your organization been in business under its present business name?
18 Years

Under what other former names has your organization operated?

C.A.P. Engineering Consultants, Inc. from April 10, 1989, to October 13, 2000.

CSA Southeast, Inc. from October 13, 2000, to September 6,2006.

C.A.P. Government, Inc. from September 6, 2006, to present.

7. Indicate registration, license numbers, or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach the certificate of competency and/or state registration.

Florida Department of Business & Professional Regulation - CA5344

State of Florida Department State - K80212

Professional Engineer License - PE33216

8. Did you attend the Pre-Proposal Conference if any such conference was held?

YES [X] NO [ ]

9. Have you ever failed to complete any work awarded to you? If so, state when, where, and why:

No.

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

Please see insert sheet at the end of forms.

11. State the name of the individual who will have personal supervision of the work:

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Judson Dewitt Dulany, BU, and Deborah Nutter, BU

12. State the name and address of the attorney, if any, for the business of the Proposer:

Ms. Heather B. Bush
16800 Greenspoint Park Dr., Ste 300S, Houston, Texas 7700

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

Carlos A. Penin, PE - 343 Almeria Avenue, Coral Gables, Florida 33134, 20%
Bureau Veritas Holdings - 16800 Greenspoint Park Drive, Suite 300S,
Houston, Texas 77060, 80%

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Proposer:

Carlos A. Penin, PE - 343 Almeria Avenue, Coral Gables, FL 33134, Plan Review & Inspections
Bureau Veritas Holdings - 16800 Greenspoint Park Drive, Suite 300S, Houston, Texas 77060,
Plan and Check Inspections

15. State the name of the Surety Company which will be providing the bond (if applicable), and the name and address of the agent:

NA

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

		Revenue Index Number
a.	Government Related Work	9
b.	Non-Governmental Related Work	0
	Total Work (a +b):	9

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

17. Bank References:

Bank **Address** **Telephone**

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Bank of America Merill Lynch 1300 Hercules Ave., Ste 105 (888) 715-1000
Houston, Texas 77058

18. Describe policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

Please see insert sheet at the end of forms.

19. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

Please see insert sheet at the end of forms.

20. Is the financial statement submitted with your proposal (if applicable) for the identical organization named on page one?

YES [ ] NO [X]

21. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

On September 1st, 2022, C.A.P. Government, Inc. (CAP) entered a strategic alliance with Bureau Veritas North America. Carlos A. Penin, PE, CAP's founder, remains as President of CAP and a minority shareholder.

22. What will be your turnaround time for written responses to City inquiries?

24 hours

23. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries, or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

C.A.P. Government, Inc. has not had any bankruptcy petitions filed by or against the Proposer, its parent or subsidiaries, or predecessor organizations during the past five (5) years.

24. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Proposer 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 in which the dispute arose, and a description of the subject matter of the dispute.

C.A.P. Government, Inc. has not had any claims, arbitrations, administrative

hearings, or lawsuits brought by or against the Proposer or its predecessor organizations during the last five (5) years.

25. List and describe all criminal proceedings or hearings concerning business-related offenses to which the Proposer, its principals or officers, or predecessors' organization(s) were defendants.

C.A.P. Government, Inc., its principals or officers, or predecessor organizations have not been defendants in any criminal proceedings or hearings concerning business-related offenses.

26. Has the Proposer, its principals, officers, or predecessors' organization(s) been convicted of a Public Entity Crime, debarred, or suspended from bidding by any government during the last five (5) years? If so, provide details.

C.A.P. Government, Inc., its principals, officers, or predecessor organizations have not been convicted of a Public Entity Crime, debarred, or suspended from bidding by any government during the last five (5) years.

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the owner in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the owner to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) _____

(Title) President

STATE OF Florida)
COUNTY OF Miami-Dade)

The foregoing document was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 26 day of November, 2024, by Carlos A. Penin, PE, as President of C.A.P. Government, Inc. who is personally known to me or who has produced _____ as identification.

_____
Notary Public (Signature)

SAMANTHA FALLA
Notary Public - State of Florida
Commission # HH 580621
My Comm. Expires Aug 11, 2028
Bonded through National Notary Assn.

My Commission Expires: 08/11/2028

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10. List the Pertinent Experience of the Key Individuals of C.A.P. Government, Inc.

Carlos A. Penin, PE - President

Carlos A. Penin is the founder and President of C.A.P. Government, Inc. (CAP), with over 40 years of experience as a civil engineer. He is a licensed Professional Engineer in Florida and leads CAP with strategic planning, overseeing all operations, marketing, business development, and staff management. In addition to his engineering expertise, Mr. Penin has held various managerial roles and government appointments within industry organizations.

Carlos Del Pino, PE – Senior Operations Director

Carlos Del Pino, with over 30 years of experience as a Civil Engineer, specializes in design and construction management. As a Senior Operations Director, Carlos oversees operations, ensuring compliance with the Florida Building Code through plans review and inspection services, including threshold inspections. He coordinates with educational institutions and municipal clients, prepares technical proposals, monitors contracts and schedules, reviews building plans for code compliance, prepares reports on discrepancies, maintains records, interprets codes, and assesses the structural soundness of buildings and construction projects.

Mr. Judson Dulany, BU - CAP's Municipal Manager

Judson Dulany is responsible for managing, directing, and overseeing CAP's Palm Beach County operations. With over 30 years of experience in construction management, he holds licenses as a Certified Building Official, Building Plans Examiner, Inspector, and Floodplain Manager. Mr. Dulany is knowledgeable in all aspects of the construction industry, with extensive experience in customer-centered management and supervision of municipal departments.

Ms. Deborah Nutter, BU, PX, BN

Deborah Nutter has over 30 years of experience in the construction industry. She holds various licenses, including those for Building, Electrical, and Mechanical Inspector. Additionally, Ms. Nutter is licensed to provide Electrical Plans Review and is a Certified Building Official. In 2018, she was recognized by her peers as the Building Official of the Year.

Luis Pérez-Codina

Luis Pérez-Codina leads our Emergencies/Disasters Response and Recovery strategy. With extensive experience in emergency management, he supports Federal, State, and Local jurisdictions during major hurricanes and floodplain emergencies. His expertise includes managing response efforts for hurricanes like Ian, Michael, and Dorian. Mr. Pérez-Codina excels in developing and implementing emergency response plans, leading teams of certified inspectors, conducting damage assessments, and supporting critical operational and administrative functions.

Luis is Certified by FEMA, Florida Department of Emergency Management, and United States Coast Guard in the areas below:

- L-973 Finance/Administrative Section Chief
- MGT-318 Public Information in All-Hazards
- AWR-345 Unmanned Aircraft Systems in Disaster Management
- FL-601 Preliminary Damage Assessment
- G-400 Advanced ICS Command & General Staff: Complex Incidents
- G-300 Intermediate ICS for Expanding Incidents
- IS-244 Developing & Managing Volunteers
- IS-775 EOC Management & Operations
- IS-248 IPAWS for the American Public UX SC&USCG Search Coordination & Execution

18. Describe Policies and Methods of Project Monitoring and Budgeting Control as well as Adherence to Project Schedule

C.A.P. Government, Inc. (CAP) employs a systematic, client-focused approach to project monitoring, budgeting control, and adherence to project schedules, particularly in delivering services to the City of Boynton Beach. Our methodology ensures accuracy, efficiency, and compliance with relevant codes and regulations while remaining flexible to accommodate specific client needs.

Project Monitoring:

1. **Initial Assessment and Engagement:**

- **Kickoff Meeting:** Organize initial meetings with key stakeholders to discuss objectives, scope, timelines, and unique requirements.
- **Document Review:** Thorough review of relevant ordinances, regulations, and project documents to align with City's standards.
- **Resource Allocation:** Assign a dedicated team of certified professionals with expertise tailored to City's requirements.

2. **Ongoing Monitoring:**

- **Electronic Plans Review (EPR):** Utilize an EPR system for digital submissions, transparent tracking, and efficient communication, ensuring timely feedback and compliance.
- **On-Site Inspections:** Perform detailed on-site evaluations, documenting findings in real-time using mobile technology for immediate communication with project managers.

3. **Quality Assurance and Continuous Improvement:**

- Implement quality control processes to ensure all inspections, reviews, and assessments meet high standards.
- Regularly evaluate and improve processes based on feedback and internal assessments.

Budgeting Control:

1. **Comprehensive Planning:**

- Prepare detailed technical and fee service proposals, ensuring alignment with project scope and budgetary constraints.
- Monitor contracts and schedules, providing accurate budget forecasts and adjustments as needed.

2. **Efficient Resource Management:**

- Allocate resources effectively, ensuring the right personnel and tools are available for each phase of the project.

3. **Regular Reporting:**

- Provide clear, detailed reports at each project stage, offering full visibility into budget status and any emerging financial issues.

Adherence to Project Schedule:

1. **Detailed Scheduling:**

- Develop comprehensive project schedules in collaboration with the City of Boynton Beach, outlining all critical milestones and deadlines.

2. **Progress Tracking:**

- Utilize real-time reporting tools to monitor progress against the schedule, quickly identifying and addressing any delays or issues.
- Conduct regular status meetings with City representatives to discuss updates and maintain alignment with project timelines.

3. **Rapid Response:**

- Deploy specialized teams for immediate response and damage assessments in the event of natural disasters, ensuring minimal disruption to project schedules.

By integrating these methods into our approach, CAP ensures effective project monitoring, stringent budgeting control, and strict adherence to schedules, delivering high-quality services that meet the specific needs and standards of the City of Boynton Beach.

Technical Approach and Methodology

C.A.P. Government, Inc. (CAP) is confident in our ability to continue enforcing the Florida Building Code (FBC) by providing Supplemental Building Inspections and Plan Review Services to the City of Boynton Beach. Our personnel are familiar with the City and the Building Department's regulations and policies. **We are committed to the continued training of staff and adapting to the ever-changing environment.**

It is CAP's intent to continue providing quality service to the City's Building Department through stringent permitting, inspection methodologies and effective customer service. CAP will perform these duties during normal business hours from 8:00 AM to 5:00 PM, Monday through Friday as needed, or as

may be altered by mutual agreement. CAP's personnel will report to the City's Building Official or designee.

As part of our continued services, CAP's staff will meet with architects, engineers, homeowners, contractors and stakeholders when requested, to discuss any issues, questions or problems concerning plan reviews and inspections. As requested, CAP's staff will be available in a manageable manner, to assist and provide information on building permitting and inspection issues to expedite the process. When requested, staff will be available weekly, bi-weekly or as needed for departmental training.

Issuing of Permits and Inspections

A building permit will be issued by the City once CAP, working closely with City staff, have reviewed and processed construction plans and it is determined that the permit application and supporting documents follow all governing codes. The permit holder will be notified as to what corrections are required to the plans and documents to meet the FBC and other federal, state, and local laws, rules, regulations, directives, codes and ordinances. CAP will follow the City's procedures in gaining compliance with requirements by the FBC including expired permits and FBC violations. CAP is prepared to act as the City's representative and attend meetings as requested.

CAP will prepare and represent the City in all cases presented to the Code Enforcement and/or Special Magistrate Board, in conjunction with the City Attorney. CAP has assigned a Project Manager to the City to support, coordinate and assist in all building code services, as the need arises. CAP will coordinate activities with the City's Planning and Zoning Consultants, City Fire Marshal and City's Code Enforcement Officers.

When inspections are performed, the permit holder will be informed as to whether the inspection has passed or failed. If the inspection fails, the FBC Section will be referenced substantiating the failure. The records of inspections, plan review results and field investigations will be entered into the City's permitting system. CAP staff will provide daily hours including daily logs, with the collection of field documentation to the Building Official and designee, as directed.

CAP will prepare written reports of inspections, occurring from field investigations of complaints, and other reports requested by the City utilizing the City's forms and databases. As required, our inspection staff will perform other duties that are related to or incidental to the inspector's primary duties, as required by the City.

CAP's Application Technicians will manage the front counter, answer phone calls, receive permit applications, review applications for completeness, calculate applicable fees, receive payments, and schedule inspections. The following chart shows the timeframe to schedule an Inspection either online or by phone call directly to the City.

19. Provide Descriptions of Quality Assurance/Quality Control Management Methods

C.A.P. Government, Inc. (CAP) employs a robust Quality Assurance (QA) and Quality Control (QC) management methodology to ensure the highest standards of service delivery for the City of Boynton Beach. Our approach is designed to maintain accuracy, efficiency, and compliance with all relevant codes and regulations.

Quality Assurance (QA) Methods:

1. **Comprehensive Training:**

- **Certification:** Ensure all team members are certified professionals with up-to-date knowledge of the Florida Building Code (FBC), Florida Fire Prevention Code (FFPC), and City Ordinances.
- **Continuous Education:** Provide ongoing training and professional development to keep staff informed of the latest industry standards and best practices.

2. **Systematic Process Development:**

- **Standard Operating Procedures (SOPs):** Develop and implement SOPs for all plan examinations, inspections, and civil engineering reviews to ensure consistency and reliability.
- **Documentation and Records Management:** Maintain detailed records of all processes, including plan reviews, inspections, and assessments, to ensure traceability and accountability.

3. **Initial Assessment and Engagement:**

- **Kickoff Meetings:** Conduct initial meetings with key stakeholders to establish clear objectives, scope, timelines, and specific requirements.
- **Thorough Documentation Review:** Review all relevant ordinances, regulations, and project documents to ensure complete alignment with City standards.

Quality Control (QC) Methods:

1. **Plan Examination and Compliance Checks:**

- **Electronic Plans Review (EPR):** Use our EPR system for digital submissions, allowing transparent tracking and efficient communication.
- **Detailed Compliance Checks:** Conduct thorough reviews of all submitted construction documents to ensure adherence to the FBC, FFPC, and City Ordinances.

2. **Inspection Services:**

- **Pre-Inspection Preparation:** Review project documents and previous inspection reports to understand site and project specifics fully.

- **On-Site Inspections:** Perform detailed on-site evaluations of new constructions, repairs, additions, remodeling, demolition, and alterations.
- **Real-Time Reporting:** Utilize mobile technology to document inspection findings in real-time, facilitating immediate communication of results and recommendations.

3. **Quality Control Checks:**

- **Regular Audits:** Conduct regular audits of all inspections, reviews, and assessments to ensure adherence to SOPs and quality standards.
- **Peer Reviews:** Implement peer review processes for critical inspections and plan reviews to provide an additional layer of scrutiny and verification.

4. **Continuous Improvement:**

- **Feedback Mechanisms:** Collect feedback from City representatives and internal teams to identify areas for improvement.
- **Process Evaluation:** Regularly evaluate and optimize processes and methodologies to enhance service delivery and maintain high standards of quality.

5. **Communication and Coordination:**

- **Regular Status Meetings:** Participate in regular meetings with City representatives to provide updates, discuss issues, and ensure alignment with project goals.
- **Clear Reporting:** Provide detailed, clear reports at each project stage, ensuring full visibility in progress, compliance, and any issues.

By integrating these QA/QC methods into our approach, CAP ensures that all services delivered to the City of Boynton Beach meet the highest standards of quality, accuracy, and compliance.

2. CONDENSED HALF-YEAR CONSOLIDATED FINANCIAL STATEMENTS AT JUNE 30, 2024

2.1. CONDENSED HALF-YEAR CONSOLIDATED FINANCIAL STATEMENTS

Consolidated income statement

(€ millions, except per share data)	Note	[illegible] 2024	[illegible] 2023
Revenue	5	**5,021.[illegible]**	**2,90[illegible]2**
Service costs rebilled to clients		94.9	88.0
Revenue and other income rebilled to clients		**5,11[illegible]**	**2,992[illegible]2**
Purchases and external charges	6	(948.8)	(916.9)
Personnel costs		(1,598.7)	(1,532.6)
Taxes other than on income		(23.3)	(29.1)
Net (additions to)/reversals of provisions		(8.4)	(11.1)
Depreciation, amortization and impairment		(127.2)	(135.4)
Other operating income and expense, net	6	(21.7)	5.8
Other [illegible]	5	[illegible]	**[illegible]29**
Share of profit of equity-accounted companies		(0.2)	0.3
Other [illegible] other [illegible] comprehensive [illegible] accounted for		[illegible]	**[illegible]2**
Income from cash and cash equivalents		22.6	22.4
Finance costs, gross		(42.4)	(47.0)
[illegible] finance [illegible]		**[illegible]19[illegible]**	**[illegible]2[illegible]**
Other financial income and expense, net		(5.8)	9.4
[illegible]		**[illegible]2[illegible]**	**[illegible]1[illegible]2**
[illegible] before income tax		**[illegible]2[illegible]**	**[illegible]0**
Income tax expense		(115.9)	(113.2)
[illegible]		**2[illegible]**	**2[illegible]**
Non-controlling interests		(12.5)	(12.3)
[illegible] attributable to [illegible]		**2[illegible]**	**2[illegible]**
Earnings per share (in euros):			
Basic earnings per share	16	0.52	0.51
Diluted earnings per share	16	0.51	0.51

The notes on pages 40 to 54 are an integral part of the condensed half-year consolidated financial statements.

Consolidated statement of comprehensive income

(€ millions)	1st half 2024	1st half 2023
Net income	242.2	242.2
Other comprehensive income		
Items to be reclassified to profit		
Currency translation differences (1)	9.9	(73.7)
Cash flow hedges (2)	(0.2)	(0.3)
Tax effect on items to be reclassified to profit	-	-
Total items to be reclassified to profit	9.7	(74.0)
Items not to be reclassified to profit		
Actuarial gains/(losses) (3)	4.1	(2.4)
Tax effect on items not to be reclassified to profit	(1.1)	0.4
Total items to be reclassified to profit	3.0	(2.0)
Other comprehensive income for the period	12.7	(76.0)
TOTAL COMPREHENSIVE INCOME	254.9	166.2
Attributable to:		
owners of the Company	251.3	160.0
non-controlling interests	8.2	8.8

(1) Currency translation differences: this item includes exchange differences arising on the conversion of the financial statements of foreign subsidiaries into euros. The change over the period is mainly attributable to fluctuations against the euro of the US dollar for a positive EUR 19.8 million and the Brazilian real for a negative EUR 14.8 million.

(2) The change in cash flow hedges results from changes in the fair value of derivative financial instruments eligible for hedge accounting.

(3) Actuarial gains and losses: the Group recognizes actuarial gains and losses arising on the measurement of pension plans and some other long-term employee benefits in equity. These actuarial differences reflect the impact of experience adjustments and changes in valuation assumptions (discount rate, salary inflation rate and rate of increase in pensions) regarding the Group's obligations in respect of defined benefit plans.

The notes on pages 40 to 54 are an integral part of the condensed half-year consolidated financial statements.

Condensed consolidated statement of financial position

(€ millions)	Note	June 30, 2024	Dec. 31, 2023
Goodwill	8	2,181.7	2,127.4
Intangible assets		366.6	360.0
Property, plant and equipment		418.4	389.0
Right-of-use assets		372.0	391.5
Non-current financial assets		99.3	108.9
Deferred income tax assets		125.9	136.6
Total non-current assets		**3,563.9**	**3,513.4**
Trade and other receivables		1,664.9	1,584.5
Contract assets		323.5	325.9
Current income tax assets		78.5	33.5
Derivative financial instruments		3.3	4.1
Other current financial assets		7.1	9.1
Cash and cash equivalents		1,522.4	1,173.9
Total current assets		**3,599.7**	**3,131.0**
Assets held for sale		38.0	-
TOTAL ASSETS		**7,201.6**	**6,644.4**
Share capital		54.6	54.5
Retained earnings and other reserves		1,575.4	1,881.6
Equity attributable to owners of the Company		**1,630.0**	**1,936.1**
Non-controlling interests		67.8	57.7
Total equity		**1,697.8**	**1,993.8**
Non-current borrowings and financial debt	12	2,098.9	2,079.7
Non-current lease liabilities		302.5	319.7
Other non-current financial liabilities		59.7	73.7
Deferred income tax liabilities		89.9	85.0
Pension plans and other long-term employee benefits		143.8	147.2
Provisions for liabilities and charges	14	71.1	72.2
Total non-current liabilities		**2,765.9**	**2,777.5**
Trade and other payables		1,178.8	1,273.4
Contract liabilities		269.0	257.2
Current income tax liabilities		126.5	98.5
Current borrowings and financial debt	12	535.4	31.2
Current lease liabilities		109.1	107.5
Derivative financial instruments		3.6	3.3
Other current financial liabilities		480.1	102.0
Total current liabilities		**2,702.5**	**1,873.1**
Liabilities held for sale		35.4	-
TOTAL EQUITY AND LIABILITIES		**7,201.6**	**6,644.4**

The notes on pages 40 to 54 are an integral part of the condensed half-year consolidated financial statements.

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(€ millions)	□□□re c□□□□□□	□□□re rem□□m	C□rre□c□ r□□□□□□□□□ re□er□e□	□□er re□er□e□	□□□□□e□□□□□	□□r□b□□□b□e □□ □□ er□□□□□e C□m□□□□	□□r□b□□□b□e □□ □□□c□□r□□□□□ □□ere□□□
□□**December □1□2022**	□□□□	**212□2**	**□0□□□□**	**1□9□□□2**	**1□92□□0**	**1□□□2□1**	**□□9**
Capital increase	0.1	2.9	-	(0.1)	2.9	2.9	-
IFRS 2 expense – stock option and performance share plans	-	-	-	12.9	12.9	12.9	-
Dividends paid	-	-	-	(353.9)	(353.9)	(349.2)	(4.7)
Treasury share transactions	-	-	-	(1.1)	(1.1)	(1.1)	-
Transactions in non-controlling interests	-	-	-	(0.2)	(0.2)	(0.2)	-
Other movements (1)	-	-	-	7.2	7.2	6.2	1.0
□□□□□r□□□□c□□□□□ □ □□□ □□ □er□	**0□1**	**2□9**	□	□□□□**2**□	□□□**2□2**□	□**2**□□□	□□□□
Net profit	-	-	-	244.8	244.8	232.5	12.3
Other comprehensive income/(expense)	-	-	(73.7)	(2.3)	(76.0)	(72.5)	(3.5)
□□□□□c□m□re□e□□□e □□c□me	-	-	□□□□□□	**2□2**□□	**1**□□□□	**1□0□0**	□□□
□□□□□e □0□202□	□□□□	**21□1**	□□□□□□□	**1**□□□□□□	**1**□□□□□□	**1□9**□□□	**□1□0**
□□**December □1□202**□	□□□□	**21**□□□	□**99□9**□	**2□121**□□	**1□99**□□□	**1□9**□□**1**	□□□□
Capital increase	0.1	14.5	-	-	14.6	14.6	-
IFRS 2 expense – stock option and performance share plans	-	-	-	12.1	12.1	12.1	-
Dividends paid	-	-	-	(375.8)	(375.8)	(371.9)	(3.9)
Treasury share transactions	-	-	-	(199.2)	(199.2)	(199.2)	-
Additions to the scope of consolidation	-	-	-	4.6	4.6	-	4.6
Transactions in non-controlling interests	-	-	-	0.2	0.2	-	0.2
Other movements (1)				(12.0)	(12.0)	(13.0)	1.0
□□□□□r□□□□c□□□□□ □ □□□ □□ □er□	**0□1**	**1**□□□	□	□□□**0□1**□	□□□□□□□□	□□□□□□□□	**1□9**
Net profit	-	-	-	246.8	246.8	234.3	12.5
Other comprehensive income	-	-	9.9	2.8	12.7	17.0	(4.3)
□□□□□c□m□re□e□□□e □□c□me	-	-	**9□9**	**2□9**□□	**2□9**□□	**2□1**□□	□**2**
□□□□□e □0□202□	□□□□	**2□2**□□	□**90□0**□	**1□00□9**	**1□9**□□□	**1□□□0□0**	□□□□

(1) The “Other movements” line mainly relates to:

- changes in the fair value of put options on non-controlling interests;
- transfers of reserves between the portion attributable to owners of the Company and the portion attributable to non-controlling interests.

The notes on pages 40 to 54 are an integral part of the condensed half-year consolidated financial statements.

Condensed consolidated statement of cash flows

(€ millions)	Note	1st half 2024	1st half 2023
Profit before income tax		362.7	358.0
Elimination of cash flows from financing and investing activities		7.9	16.1
Provisions and other non-cash items		53.7	13.2
Depreciation, amortization and impairment		127.3	135.3
Movements in working capital attributable to operations	15	(168.1)	(196.2)
Income tax paid		(121.1)	(104.3)
Net cash flows generated from operating activities		**254.4**	**222.1**
Acquisitions of subsidiaries and businesses, net of cash acquired	9	(70.0)	(14.0)
Purchases of property, plant and equipment and intangible assets		(61.6)	(79.8)
Proceeds from sales of property, plant and equipment and intangible assets		1.7	3.4
Purchases of non-current financial assets		(4.8)	(5.2)
Proceeds from sales of non-current financial assets		4.3	5.1
Change in loans and advances granted		0.2	1.8
Net cash flows used in investing activities		**(130.2)**	**(89.7)**
Capital increase		12.5	2.9
Purchases/sales of treasury shares		(199.2)	(1.1)
Dividends paid		(9.1)	(13.3)
Increase in borrowings and other financial debt		492.0	-
Repayment of borrowings and other financial debt		(6.2)	(0.1)
Repayment of amounts owed to shareholders		(6.9)	(0.2)
Repayment of lease liabilities and interest		(60.9)	(63.9)
Interest paid		(12.6)	(13.8)
Net cash flows generated from financing activities		**209.6**	**(89.5)**
Impact of currency translation differences		6.2	(16.5)
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS		**339.9**	**26.4**
Net cash and cash equivalents at beginning of period		1,170.1	1,655.7
CASH AND CASH EQUIVALENTS AT END OF PERIOD		**1,510.0**	**1,682.1**
of which cash and cash equivalents		*1,522.4*	*1,687.7*
of which bank overdrafts	*12*	*(4.3)*	*(4.6)*

The notes on pages 40 to 54 are an integral part of the condensed half-year consolidated financial statements.

NON-COLLUSION AFFIDAVIT AND CERTIFICATION OF PROPOSER

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

State of Florida)
:
County of Miami-Dade)

Carlos A. Penin, PE, being first duly sworn, deposes and says that:

1) He/She is President (Title) of C.A.P. Government, Inc. (Name of Corporation or Integrator), the proposer that has submitted the attached BID:

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

3) By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion;

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, integrator 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, integrator 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 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

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.

6) BIDDER shall disclose below, to their best knowledge, any City of Boynton Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2022), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Boynton Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

7) Failure to submit this executed statement as part of the bid shall make the bid non-responsive and not eligible for award consideration. In the event the BIDDER does not indicate any names, the CITY shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a BIDDER to disclose any

relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	RELATIONSHIP
_____	_____
_____	_____

Witnesses:

Carlos Del Pino, PE
Typed name:

Monica De Castro
Typed name:

BIDDER:

Signed: _____

Name: Carlos A. Penin, PE

Title: President

STATE OF Florida)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 26 day of November, 2024, by Carlos A. Penin, PE, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me

This 26 day of November, 20 24

SAMANTHA FALLA
Notary Public - State of Florida
Commission # HH 580621
My Comm. Expires Aug 11, 2028
Bonded through National Notary Assn.

_____
Notary Public (Signature)

My Commission Expires: 08/11/2028

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

Project Name: **Professional Services Agreement for Supplemental Building Inspections & Plan Review Services**

Solicitation No.: **RFP No. BD25-014R**

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and
c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

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d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: C.A.P. Government, Inc.
Authorized Signature:
Print Name: Carlos A. Penin, PE
Title President
Date: November 26th, 2024
Phone: (305) 448-1711

STATE OF Florida)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 day of November, 2024, by Carlos A. Penin, PE on behalf of C.A.P. Government, Inc.. He/she is personally known to me or has produced _____ as identification.

SAMANTHA FALLA
Notary Public - State of Florida
Commission # HH 580621
My Comm. Expires Aug 11, 2028
Bonded through National Notary Assn.

_____
NOTARY PUBLIC
Samantha Falla
(Name of Notary Typed, Printed or Stamped)

_____
Title or Rank

_____
Serial number, if any

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR
BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

I, Carlos A. Penin, PE - President, on behalf of C.A.P. Government, Inc. certify

Print Name and Title Company Name

that C.A.P. Government, Inc does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Consultant of the City's determination concerning the false certification. The Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

1) Contracting with companies for goods or services if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may

subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

C.A.P. Government, Inc

COMPANY NAME

SIGNATURE

Carlos A. Penin, PE

PRINT NAME

President

TITLE

November 26th, 2024

DATE

STATE OF Florida)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 26 day of November, 2024, by Carlos A. Penin, PE, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 26 day of November, 2024

SAMANTHA FALLA
Notary Public - State of Florida
Commission # HH 580621
My Comm. Expires Aug 11, 2028
Bonded through National Notary Assn.

Notary Public (Signature)

08/11/2028

My Commission Expires:

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ANTI-KICKBACK AFFIDAVIT

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

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, or gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: Carlos A. Penin, PE
NAME – SIGNATURE

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 26 day of November, 2024, by Carlos A. Penin, PE, who is personally known to me or who has produced _____ as identification.
Sworn and subscribed before me

this 26 day November, 2024

Printed Information:

Carlos A. Penin, PE
NAME

President
TITLE

Samantha Falla
NOTARY PUBLIC, State of Florida at Large

C.A.P. Government, Inc.
COMPANY

SAMANTHA FALLA
Notary Public - State of Florida
Commission # HH 580621
My Comm. Expires Aug 11, 2028
Bonded through National Notary Assn.

"OFFICIAL NOTARY SEAL" STAMP

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AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: November 26th, 2024

Signed: _____

Entity: C.A.P. Government, Inc

Name: Carlos A. Penin, PE

Title: President

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 26 day of November, 2024, by Carlos A. Penin, PE, as President for C.A.P. Government, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

State of Florida at Large (Seal)

Print Name: Samantha Falla

My commission expires: 08/11/2028

SAMANTHA FALLA
Notary Public - State of Florida
Commission # HH 580621
My Comm. Expires Aug 11, 2028
Bonded through National Notary Assn.

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cap government
A Bureau Veritas Company

RFP No. BD25-014R Submittal

City of Boynton Beach

CITY OF BOYNTON BEACH

RFP No. BD25-014R

Professional Services Agreement for Supplemental Building Inspections and Plan Review Services

December 10th □202□

cap government
A Bureau Veritas Company

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1910 N. Florida Mango, Rd.
West Palm Beach, FL 33409
Tel: (305) 448-1711

A. Letter of Interest



November 26th, 2024

Mr. Dan Dugger
City Manager
City of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, FL 33435

RE: BD25-014R Professional Services Agreement for Supplemental Building Inspections and Plan Review Services (Consultant)

Dear Mr. Dugger:

C.A.P. Government, Inc. (CAP) hereby submits our proposal to the City of Boynton Beach (City) for the above referenced services. **CAP thoroughly understands the scope of services and has submitted our electronic response via bidsandtenders.net. All terms and conditions of the RFP are understood and acknowledged.** Our company has the ability, expertise, and commitment to perform the work in a timely and professional manner.

CAP has been providing outsourced plan review and inspection services to governmental agencies in Florida for over thirty-five (35) years. Our corporate philosophy is to deliver these services by creating a positive customer experience while maintaining the highest standards of accuracy, efficiency, and transparency. We believe this aligns perfectly with the City's vision for its Building Department customers. **Most importantly we have been providing services to the City of Boynton Beach since 2014.**

CAP is a State of Florida Corporation with three (3) strategically located offices in Florida including:

Corporate Office:	**Broward County**	**Palm Beach County**
343 Almeria Avenue	100 S.E. 12th St.	1910 N. FL. Mango Rd.
Coral Gables, FL 33134	Fort Lauderdale, FL 33316	W. Palm Beach, FL 33409
(305) 448-1711	(954) 888-9531	(561) 508-0615

CAP's extensive expertise, advanced tools, and unwavering commitment to excellence makes us the ideal provider for these services. As you review our qualifications, please consider the following key points:

- **Qualifications:** Founded in 1989, CAP has over thirty-five (35) years of experience and is a pioneer in outsourcing Building Department services to municipalities throughout Florida. We currently serve over eighty-five (85) governmental clients, including seven (7) that are educational institutions.

- **Staff Availability:** CAP employs over three hundred (300+) professionals. Our technical staff, including structural, building, electrical, plumbing, and mechanical inspectors, plans examiners, certified building officials, and certified floodplain managers, are fully certified, qualified, trained, and experienced. They are available to provide plans review and inspection services to the Building Department of the City of Boynton Beach.

- **Technology:** Since 2013, CAP has been investing in, developing, and implementing an Electronic Plans Review (EPR) platform. This platform enables our Plans Examiners to work electronically in an efficient, transparent, and real-time manner, ensuring accurate and timely inspections and documentation.

Emergencies/Disasters Response and Recovery

Since Hurricane Andrew in 1992, CAP has been a leader in emergency management and disaster recovery throughout the State of Florida. Our team of Emergency Managers and Building Officials are trained in both the National Incident Management System (NIMS) and the FEMA Incident Management System. We offer a comprehensive range of services, including support for Municipal Emergency Operations Centers (EOC), emergency damage assessments, floodplain management, structural and electrical support for Building and Public Works Departments, and continuity of operations planning for municipalities and educational institutions.

Our extensive experience in hurricane disaster response and recovery includes working on Hurricane Andrew (1992), Hurricane Charley (2004), Hurricane Ivan (2004), Hurricane Jeanne (2004), Hurricane Dennis (2005), Hurricane Wilma (2005), Hurricane Irma (2017), Hurricane Florence (2018), Hurricane Michael (2018), Hurricane Dorian (2019), Hurricane Ian (2022), and Hurricane Nicole (2022).

We commit to delivering efficient, cost-effective, and quality solutions to the City of Boynton Beach by maintaining the necessary resources to provide the services required in the Request for Proposal.

Why choose us? Consider the numbers:

35+	Years in Business (Est. in 1989).
32	Years Outsourcing Building Services Exclusively to the Government
11	Municipal Clients - Full Service
67	**Municipal Clients - Supplemental Services (Similar to this RFP)**
7	Educational Clients
85	Total Building Department Outsourcing Clients
10	**Years providing services in City of Boynton Beach**
11	Years providing Electronic Plan Review (EPR)
300+	Employees dedicated to outsourcing Building Services

If given the opportunity, we will continue to provide customer centered Building Department services to the City of Boynton Beach. If you require any additional information, or wish to discuss this proposal further, please contact me at 305.458.6000, or capenin@capfla.com.

Very truly yours,
C.A.P. Government, Inc.

Carlos A. Penin, PE
President

B. Firm's Qualifications



B. FIRM'S QUALIFICATIONS

Statement of Firm's Qualifications

C.A.P. Government, Inc. (CAP) was founded on April 10, 1989, by Mr. Carlos A. Penin, PE. In 1992 CAP entered into an agreement with the newly incorporated Village of Key Biscayne to offer the outsourcing of professional Building Department services. We have been doing so *continuously* since then.

C.A.P. Government, Inc. (CAP) has been providing Building Code and Permitting Services to the City of Boynton Beach continuously since 2014.

Today CAP is recognized as the leading firm in providing Building Department services to over eighty-five (85) municipalities across Florida. For thirty-five (35) years CAP has maintained an exemplary track record of professional management of all phases of the building and permitting process. CAP's expertise involves developing tailored solutions to plans review, inspections, and code compliance services exclusively to government entities.

Our customer centered approach to Permitting, Plan Review, and Inspection Services has helped us build a team of over 300+ Professional Engineers, Architects, Building Code Administrators, Plans Examiners, Inspectors, and Permit Technicians, which gives us the ability to provide required services to the City of Boynton Beach. Our legacy of hard work and dedication has established us as a leader in our industry.

CAP will be performing the work for the City of Boynton Beach from our Palm Beach office. Although CAP can perform Plans Review using Electronic Plan Review software virtually from anywhere.

CAP's management capacity has been built and proven with decades of successfully managing full and supplemental Building Department Services in numerous jurisdictions throughout Florida. These methods are often tailored to meet the specific needs and expectations for each municipality. CAP has the flexibility to work on-site in the City of Boynton Beach with City personnel, review plans remotely, and perform inspections.

Additionally, our CAP team will provide constant communication to the City of Boynton Beach regarding projects. CAP will provide clarity to applicants, architects, engineers, and contractors on plans review comments and inspections, as needed.

If awarded, our intent is to meet with the City's representatives to coordinate all our efforts to continue performing and perhaps increase services, immediately.

C.A.P. Government, Inc. (CAP) will not use any subconsultants and will provide all required services directly.

C.A.P. Government, Inc. has not been issued any fines by the State of Florida.

C.A.P. Government, Inc. has not had any litigation filed against it in the past three years related to the services that the firm provides in the regular course of business.

Emergencies/Disasters Response and Recovery

CAP is aware of the devastating effects that a hurricane can have on our community. Our senior, technical, and administrative staff have the experience, hands-on knowledge, and training to work with the City before, during and after these occurrences.

CAP has been an integral part of the response to Hurricane Irma ('17), Hurricane Michael ('18), Hurricane Dorian ('19), and Hurricane Ian ('22) as a partner to our municipal clients. Our highly trained staff has taken a leadership role in preparing the local community for these events, during the damage assessment and recovery efforts in the aftermath.

After Hurricane Ian struck the Gulf Coast of Florida, the CAP Team quickly mobilized to assist the affected areas, including the State of Florida, City of Sanibel, Town of Ft. Myers Beach, and City of Punta Gorda.

CAP deployed 20 certified inspectors, Building Officials, and a FEMA Certified Manager to provide damage assessments as per local and FEMA requirements. As the response continued, we shifted focus to maintaining continuity of operations for municipal Managers and Building Officials.

When these events strike again, we will be ready to provide personnel for each discipline **within one (1) hour (24 hours per day and 7 days per week)** alongside the City's, community and emergency response teams. CAP will provide Federal Emergency Management Agency ("FEMA") support and immediate access to building plans or other essential building information.

Emergency Operations and Services Provided for Clients:

Phase I: Rapid damage assessments of structures. In this initial phase, we conduct swift and thorough damage assessments after an emergency or disaster. The goal is to quickly identify the extent of damage to structures so that immediate safety measures can be taken. Our team evaluates various aspects, including structural integrity, wind damage, flooding impact, electrical safety, and overall emergency management needs.

- CAP provided rapid damage assessment services after hurricane Ian (2022) to: State of Florida Division of Emergency Management, Town of Fort Myers Beach, Town of Longboat Key, City of Marco Island, City of Punta Gorda, City of Sanibel, Sarasota County, and City of Venice.
- Trades: Structural/Building, Wind Damage, Flooding, Electrical, Emergency Management

Phase II: Full damage assessments of structures. Following the rapid assessments, this phase involves a more detailed and comprehensive evaluation of the damage. Our experts assess structural/building conditions, wind damage, flooding, and mechanical, electrical, and plumbing (MEP) systems. This in-depth assessment provides a clear understanding of the repair and restoration needs, allowing for precise planning and resource allocation for the reconstruction process.

- Trades: Structural/Building, Wind Damage, Flooding, Mechanical, Electrical, and Plumbing

Phase III: Plans review, permitting, and inspections during the reconstruction period. In this final phase, we support the rebuilding efforts through meticulous plans review, permitting, and inspection services. Our team ensures that reconstruction plans comply with all relevant codes and standards. We offer expedited services depending on the client's status as a full-service or supplementary services client. The focus areas during this phase include structural/building, MEP systems, wind damage repairs, and floodplain considerations. This comprehensive oversight ensures that the rebuilding process is efficient, safe, and compliant with regulatory requirements.

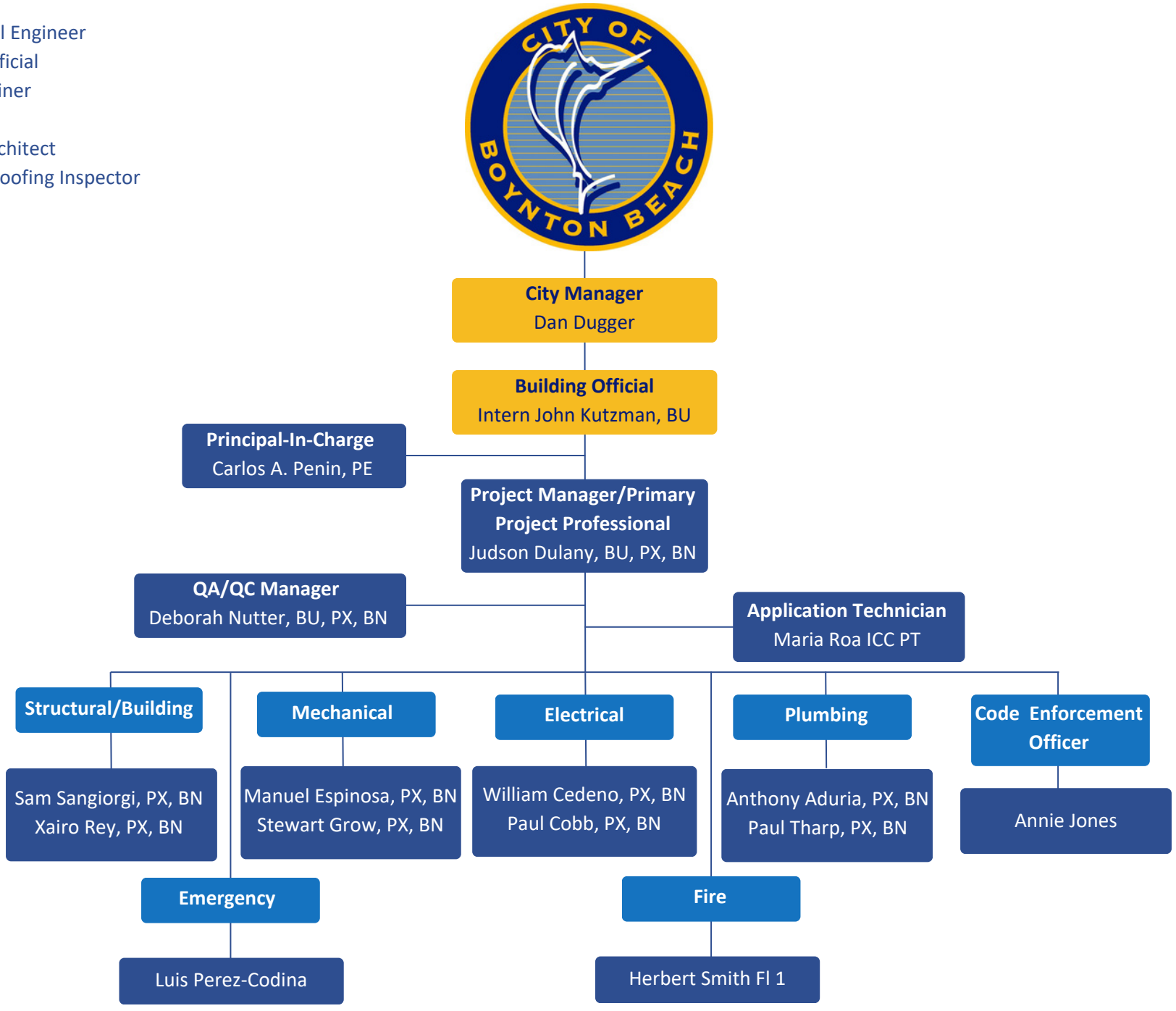
- Trades: Structural/Building, Mechanical, Electrical, Plumbing, Flood plain

C. Qualifications of Project Team and Availability of Resources



Organizational Chart - C.A.P. Government, Inc.

PE - Professional Engineer
BU - Building Official
PX - Plans Examiner
BN - Inspector
RA - Register Architect
SRI - Standard Roofing Inspector



CARLOS A. PENIN, PE
Principal In Charge

Mr. Penin has over forty (40) years of experience as a civil engineer comprehensive consulting engineering service. He has performed a wide variety of projects including highways, bridges, airport terminals airfields, water and sewer infrastructure, stadiums, various land development projects and environmental service. Mr. Penin experience includes managerial functions and various government appointments to industry organizations.

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Master of Science
Environmental and Urban Studies
Florida International University

Bachelor of Science
Civil Engineering
University of Florida

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Professional Engineer
PE33216

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1989 – Present

President and founding principal of C.A.P. Government, Inc. Mr. Penin serves in a management capacity overseeing the daily operations of the firm. His responsibilities include determining the strategic direction of the company and carrying out the strategic plan through overseeing operations, marketing and business development activities, contract oversight, and staff management. Developing functional roles and assigning responsibilities to employees who report to them.

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1984 – 1989

Responsible for management, scheduling, monitoring and liaison with regulatory agencies and local authorities on major land development projects.

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1980 – 1984

Responsible for project administration on Urban Road Developments and other assignments in South Florida.

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1978 – 1980

Responsible for civil engineering design and construction inspection of government projects.

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1977 - 1978

Managed the preliminary stages of 72-unit condominium development and various other residential projects in South Florida.

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LICENSEE DETAILS

11:01:10 AM 2/21/2023

Licensee Information

Name:	**PENIN, CARLOS ANTONIO (Primary Name)**
Main Address:	**343 ALMERIA AVENUE CORAL GABLES Florida 33134**
County:	**DADE**
License Mailing:	**343 ALMERIA AVENUE CORAL GABLES FL 33134**
County:	**DADE**

License Information

License Type:	**Professional Engineer**
Rank:	**Prof Engineer**
License Number:	**33216**
Status:	**Current,Active**
Licensure Date:	**03/25/1983**
Expires:	**02/28/2025**

Special Qualifications	Qualification Effective

Alternate Names

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Judson D. Dulany, BU, PX, BN
Building Official, Building Plans Examiner & Inspector

Mr. Dulany has over thirty-five (35) years of experience in construction management and twenty (26) years of hands-on construction skills gained through experience as a commercial, residential, and industrial State of Florida Certified Building and Roofing Contractor and Building Code Administrator. He is knowledgeable in all aspects of construction: estimating, contracts, underground utilities, site work, foundations, structural walls, sub-contractors (electrical, HVAC, plumbing) and roof systems.

EDUCATION

Associate of Arts Business
Palm Beach Community College

STATE OF FLORIDA LICENSE

Building Code Administrator
BU1990

Building Plans Examiner
PX3626

Building Inspector
BN6644

Building Contractor
CBC058100

Roofing Contractor
CCC057998

Home Inspector
HI5254

Certified Flood Plain Manager

Building Official, Building Plans Examiner, Inspector and Floodplain Manager, C.A.P. Government, Inc.
2015 – Present
Responsible for planning, directing, and overseeing CAP's Palm Beach County operations. Serves as the Building Official for several municipalities in Palm Beach and Central Florida region: Glades County, City of Belle Glade, City of South Bay, City of Pahokee, Town of Malabar, Town of Palm Shores, and the City of Bunnell. Reviews building plans for compliance with the Florida Building Code and local regulations; prepares written reports on code discrepancies and code violations; develops, maintains, and updates records of codes and plan reviews. Determines the structural soundness of buildings and construction projects.

EXPERIENCE

Owner & Operator, Grace Construction, Inc.
1997 – 2015
Self-employed State certified building and roofing contractor. Responsibilities included customer relations, material takes offs, blueprint comprehension and bonding requirements. Day to day operations of construction and roofing companies estimates for commercial, industrial, and residential customers. design build campgrounds, marina renovations, recreational parks. Also served as project manager for general contractor fast food restaurants construction, east and west coast of Florida.

Superintendent, Tripp Construction, Inc.,
1997 - 1998
Responsibilities included:

- 500 plus single-family home construction
- Multi-family housing construction 1,2, and 3 Story
- Medical Office and emergency room construction
- Law enforcement gun range
- Educational construction classrooms and auditorium
- Industrial storage building, farm warehouses, metal buildings
- Parks and Recreation Facilities Construction

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LICENSEE DETAILS

4:52:52 PM 12/15/2023

Licensee Information

Name:	**DULANY, JUDSON DEWITT (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN6644**
Status:	**Current,Active**
Licensure Date:	**03/27/2015**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Building	**03/27/2015**

Alternate Names

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LICENSEE DETAILS

4:53:59 PM 12/15/2023

Licensee Information

Name:	**DULANY, JUDSON DEWITT (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***

License Information

License Type:	**Building Code Administrator**
Rank:	**Building Code A**
License Number:	**BU1990**
Status:	**Current,Active**
Licensure Date:	**02/26/2018**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective

Alternate Names

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LICENSEE DETAILS

4:54:46 PM 12/15/2023

Licensee Information

Name:	**DULANY, JUDSON DEWITT (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX3626**
Status:	**Current,Active**
Licensure Date:	**07/30/2015**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Building	**07/30/2015**

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DEBORAH NUTTER, BU, PX, BN

Building Official, Electrical Plans Examiner & Inspector

Ms. Nutter has over forty (40) years of experience in retail and the construction industry. She has been involved in performing inspections and plans review for municipalities including residential and commercial projects.

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2016 – Present
Reviews plans to ensure that the plans meet building codes and requirements of the state, county, and city where the construction is taking place. Responsible for inspecting the installation of electrical systems and equipment to detect faulty wiring and ensure they comply with electrical codes and standards. Visits construction sites and residences, performs inspection, and makes recommendations for improvement. Interprets and enforces the building codes adopted by the City as well as other City codes. In addition, reviews building plans for compliance with construction codes and regulations; prepares written reports on code discrepancies and code violations; develops, maintains and updates records of codes and plan reviews; interprets codes ordinances and regulations and issues department codes.

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Department of Business and Professional Regulation

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Building Official
BU1478

Electrical Plans Examiner
PX2657

Building / Electrical Inspector
BN5093

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2013 - 2016
Performed inspections for the Village of North Palm Beach. If necessary, issued red tag violations notices / stop work orders to explain violations and recommended remedies. Assisted in the permit counter.

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2013 - 2013
Building Inspector for the City. Also performed duties of a code compliance officer, attended special magistrate hearings, and planning & zoning meetings. Performed inspection of permitted job sites for adherence to the Florida Building Code.

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2002 - 2004
Received and processed permit applications for the City. Verified insurance and licensure information. Processed monthly reports for the property appraiser office and FEMA.

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LICENSEE DETAILS

11:45:55 AM 12/15/2023

Licensee Information

Name:	**NUTTER, DEBORAH ANN (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***
License Location:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN5093**
Status:	**Current,Active**
Licensure Date:	**09/23/2005**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Building	**08/09/2006**
Electrical Inspector	**09/23/2005**
Residential	**05/05/2006**
Mechanical	**08/09/2006**

Alternate Names

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LICENSEE DETAILS

11:46:45 AM 12/15/2023

Licensee Information

Name:	**NUTTER, DEBORAH ANN (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***
License Location:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Building Code Administrator**
Rank:	**Building Code A**
License Number:	**BU1478**
Status:	**Current,Active**
Licensure Date:	**05/02/2006**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective

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LICENSEE DETAILS

11:44:52 AM 12/15/2023

Licensee Information

Name:	**NUTTER, DEBORAH ANN (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***
License Location:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX2657**
Status:	**Current,Active**
Licensure Date:	**03/13/2006**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Electrical	**03/13/2006**

Alternate Names

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Maria M. ROA
Permit Technician

Ms. Roa has over five (5) years of experience working as a Permit Technician.

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2022 – Present
Responsibilities include receiving and distributing all incoming city permits, notarize and sort permits, assist individuals with permit applications, plan submittal, and processing.

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Permit Technician Training
Building Code & Plan Interpretation and Florida construction Laws & Rules
Training Contractors Institute

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ICC Permit Technician Certified Certificate

State of Florida Notary

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Medical Office Clerk, Advanced Women's Healthcare, □□□□□□□c□ee□□□□
2016 –2017
- Registration
- Insurance verification
- Answer phone
- Scan/copy/fax
- Fee collection
- Data entry
- Monthly/daily reports
- Credit card machine closeout
- Provide great customer service
- Translate

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2014
- Registration
- Insurance verification
- Answer phone
- Scan/copy/fax
- Fee collection
- Data entry

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2005– 2014
- Administrative, Medical, Lab Entry, and Record Assistant
- Switchboard Operator/ Client Registration
- Verify financial status and collect client's payments
- Submit monthly reports
- Record data in systems

Samuel Sangiorgi, PX, BN
Building Inspector and Plans Examiner

Mr. Sangiorgi has over fifteen (15) years of experience working in the Construction field. He conducts various building inspections on job sites to ensure that all safety protocols were strictly observed by staff and subcontractors

[illegible]

Bachelor of Arts, Business Administration Faceten
Curitiba, Brasil

[illegible]

Certified General Contractor
CGC1510321

Standard Inspector
BN8925

Standard Plans Examiner
PX5041

B[illegible] [illegible] **[illegible]** [illegible] **[illegible]**
2022 – Present

Determines the structural soundness of buildings and construction projects. Tasks Include inspecting and assessing the structural quality of a building and ensuring compliance with zoning regulations, national building codes, and contract specifications.

[illegible]

C[illegible]
2018 - 2022

- Handled all scheduling of subcontractors to ensure that projects would be completed within required timeframes.
- Maximized cost savings by assessing subcontractor bids before completing contract agreements.
- Continuously inspected job sites to ensure that all safety protocols were strictly observed by staff and subcontractors.

[illegible]
2010 – 2018

- General manager of sales and care team.
- Supervised 50 employees.

C[illegible]
2008– 2010

- Led quality assurance operations to increase efficiency and reduce project gaps.
- Developed and executed pre-construction milestones on the project schedule.
- Put together estimates, specifications, and other project documents.
- Communicated daily with vendors to keep project fully operational.
- Resolved installation inefficiencies to reduce project lags and promote on-time deliverables.
- Ensured projects were completed according to approved time, quality, and cost estimates.

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LICENSEE DETAILS

1:54:28 PM 6/4/2024

Licensee Information

Name:	**SANGIORGI, SAMUEL (Primary Name)**
Main Address:	**980 N FEDERAL HEAY SUITE 110 BOCA RATON Florida 33432**
County:	**BROWARD**

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN8925**
Status:	**Current,Active**
Licensure Date:	**10/16/2023**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Building	**10/16/2023**

Alternate Names

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LICENSEE DETAILS

1:58:13 PM 6/4/2024

Licensee Information

Name:	**SANGIORGI, SAMUEL (Primary Name)**
Main Address:	**980 N FEDERAL HEAY SUITE 110 BOCA RATON Florida 33432**
County:	**BROWARD**

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX5041**
Status:	**Current,Active**
Licensure Date:	**10/30/2023**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Building	**10/30/2023**

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XAIRO REY, EI, PX, BN
Engineer Intern, Building Plans Examiner & Inspector

Mr. Rey has over ten (10) years of experience in all aspects of the construction industry. He has experience in solving engineering problems that occur during the design process. Performs calculations and take measurements of distances, slopes, areas, volumes and quantities for cost estimates and water modeling.

[illegible]

Bachelor of Science
Civil Engineering
Florida Atlantic University

[illegible]

Building Plans Examiner
PX4112

Building Inspector
BN7926

Engineer Intern.
1100018200

[illegible]
2023 – Present
Reviews building plans for compliance with construction codes and regulations; prepares written reports on code discrepancies and code violations; develops, maintains and updates records of codes and plan reviews; interprets codes ordinances and regulations and issues department codes. Determines the structural soundness of buildings and construction projects. Tasks Include inspecting and assessing the structural quality of a building and ensuring compliance with zoning regulations, national building codes, and contract specifications.

[illegible]

[illegible]
2022 – 2023
Preforming structural building inspections and plan review for residential and commercial construction projects.

[illegible]
2020–2022
Prepare design files, feasibility studies and cost estimates. Review roadway and roadside plans prepared by engineers to determine accuracy, completeness and code compliance.

[illegible]
2017–2020

[illegible]
2017–2017

[illegible]
2016–2017

[illegible]
2014–2016

[illegible]
2013 –2014



Florida dbpr Department of Business & Professional Regulation

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LICENSEE DETAILS

1:45:07 PM 12/20/2023

Licensee Information

Name:	**REY, XAIRO (Primary Name)**
Main Address:	**5722 DEWBERRY WAY** **WEST PALM BEACH Florida 33415**
County:	**PALM BEACH**

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN7926**
Status:	**Current,Active**
Licensure Date:	**01/16/2020**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Building	**01/16/2020**

Alternate Names

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AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

1:46:23 PM 12/20/2023

Licensee Information

Name:	**REY, XAIRO (Primary Name)**
Main Address:	**5722 DEWBERRY WAY WEST PALM BEACH Florida 33415**
County:	**PALM BEACH**

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX4112**
Status:	**Current,Active**
Licensure Date:	**07/09/2018**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Building	**07/09/2018**

Alternate Names

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MANUEL ESPINOSA, PX, BN
Mechanical Plans Examiner & Inspector

Mr. Espinosa has over ten (10) years of experience working as a Mechanical Plans Examiner & Inspector. Able to troubleshoot a variety of A/C and refrigeration equipment, perform electrical repairs familiar with OSHA regulations MSDS (Material Safety Data Sheets) and the right use and control of refrigerants, improve customer satisfaction and provide a safe work environment. He is skilled in Blueprint Reading, has Mechanical knowledge, Service Technician Experience, Plumbing, and Mechanical.

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Bachelor of Science
Business Administration
Palm Beach Community College

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Mechanical Plans Examiner
PX4694

Mechanical Inspector
BN8214

Mec□□□c□□□□□□□ □□□m□er □ □□□ec□□r□C□□□□□ □□er□me□□□□□c□
2021 – Present
Reviews plans to ensure that the plans meet building codes and requirements of the state, county, and city where the construction is taking place. Responsible for closely inspecting of mechanical, and other systems for commercial and residential sites, like appliances, boilers, elevators, gas and oil lines, and HVAC systems. Evaluate and approve or disapprove of the work done in accordance with local and state regulations. Examine and test new or existing plumbing systems in buildings to make sure they are installed.

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2019
Extremely knowledgeable with OSHA Florida Building Code and other Federal and State safety regulations.

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2019
Responsible for permits with the city's management, the process of a/c installation, following the guidelines of the Florida Building Code service, and repairs of all kinds of air conditioning units and refrigeration equipment handling contracts and customer complaints materials and supplies.

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2018-2019
In charge of daily operations and assisting the General Manager on special projects and tasks.

Assistant Chief Engineer, Frenchman's Creek Golf & Country C□□b
2016 – 2018
Assisted the Chief Engineer in ensuring that all operations ran smoothly for the Engineering Department and facilitated all member requests.

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View Application Status

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Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

5:21:47 PM 12/15/2023

Licensee Information

Name:	**ESPINOSA, MANUEL E (Primary Name)**
Main Address:	**169 WEST TRAIL DRIVE WEST PALM BEACH Florida 33415**
County:	**PALM BEACH**

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN8214**
Status:	**Current,Active**
Licensure Date:	**04/16/2021**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Electrical Inspector	**12/27/2022**
Mechanical	**04/16/2021**

Alternate Names

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Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

5:23:09 PM 12/15/2023

Licensee Information

Name:	**ESPINOSA, MANUEL E (Primary Name)**
Main Address:	**169 WEST TRAIL DRIVE WEST PALM BEACH Florida 33415**
County:	**PALM BEACH**

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX4694**
Status:	**Current,Active**
Licensure Date:	**12/08/2021**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Electrical	**10/06/2023**
Mechanical	**12/08/2021**

Alternate Names

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STEWART ALLEN GROW, JR., PX, BN
Mechanical Plans Examiner & Inspector

Mr. Grow has over twelve (12) years of solid experience in all aspects of the construction industry. Served an chief mechanical inspector in the Town of Davie of over three (3) years.

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2023 – Present
Responsible for closely inspection of mechanical, and other systems for commercial and residential sites, like appliances, boilers, elevators, gas and oil lines, and HVAC systems. Evaluate and approve or disapprove of the work done in accordance with local and state regulations. Examine and test new or existing plumbing systems in buildings to make sure they are installed. Reviews plans to ensure that the plans meet building codes and requirements of the state, county, and city where the construction is taking place.

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University of Pheonix
DNF

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Mechanical Plans Examiner
PX3894

Mechanical Inspector
BN6260

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2007 – 2011

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1994 - 2007

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LICENSEE DETAILS

11:38:11 AM 11/26/2024

Licensee Information

Name:	**GROW, STEWART ALLEN JR (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***
License Mailing:	**4330 SW 82ND WAY DAVIE FL 33328**
County:	**BROWARD**
License Location:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX3894**
Status:	**Current,Active**
Licensure Date:	**06/22/2017**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Mechanical	**06/22/2017**

Alternate Names

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LICENSEE DETAILS

11:36:48 AM 11/26/2024

Licensee Information

Name:	**GROW, STEWART ALLEN JR (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***
License Mailing:	**4330 SW 82ND WAY DAVIE FL 33328**
County:	**BROWARD**
License Location:	**6591 ORANGE DR DAVIE FL 33314**
County:	**BROWARD**

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN6260**
Status:	**Current,Active**
Licensure Date:	**06/03/2009**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Mechanical	**06/03/2009**
Continuing Education Exemption	**06/27/2024**

Alternate Names

View Related License Information
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WILLIAM CEDENO, PX, BN
Electrical Plans Examiner & Inspector

Mr. Cedeno has over ten (10) years of experience working as an Electrical Plans Examiner & Inspector. William works well in high-pressure environments; he is well organized and efficient. Experienced with installation and repair with electrical, electronic systems, and security systems. William can build strong working relationships and communications with all departments.

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University of Matanzas Cuba,
Accounting & Finance

University Central de Las Villas
Cuba, Automatic Engineer

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Electrical Plans Examiner
PX4335

Electrical Inspector
BN7817

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2008 – 2019
Managed outside sales and support for contract clients. Analyzed user requirements, procedures and problems in order to improve existing computer system. Developed new systems to improve production and workflow as required. Responsibilities included problem detection and solving, fixing and reinstalling software and hardware, and maintaining the company network. Provided technical support to end-users in hardware/software proficiency. Installing Electrical System in residential and commercial follow regulations based on National Electrical Code. Design and Install Security System, such as Security Cameras, door smart locks, and motion sensors.

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2014 – 2019
Installed Electrical System in residential, commercial and industrial. Worked with electrical switchgears and panels. Experienced with monophasic and 3 phase system in power distributions equipment.

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2004 – 2019
Sales of Coca Cola Florida portfolio maintain account and open new business. Stocked and maintained product display with company standards. Fulfill customer service needs by communicating daily with them. Appropriate following up, and problem resolving. Maintains products in store rack, shelves and coolers Manages backroom by organizing and consolidating.

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LICENSEE DETAILS

11:33:53 AM 12/19/2023

Licensee Information

Name:	**CEDENO, WILLIAM (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN7817**
Status:	**Current,Active**
Licensure Date:	**09/06/2019**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Electrical Inspector	**09/06/2019**
Mechanical	**03/10/2023**
Plumbing	**08/07/2023**

Alternate Names

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Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

11:37:23 AM 12/19/2023

Licensee Information

Name:	**CEDENO, WILLIAM (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX4335**
Status:	**Current,Active**
Licensure Date:	**09/06/2019**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Electrical	**09/06/2019**
Mechanical	**03/10/2023**
Plumbing	**09/12/2023**

Alternate Names

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Paul Cobb, PX, BN
Electrical Plans Examiner & Inspector

Mr. Cobb has over forty (40) years of experience electrical industry starting in 1978 as an apprentice and working through the ranks as a licensed journeyman until he achieved a masters in electrician. He is Proficient in the National Electrical Code and has worked effectively with architects m engineers, building officials and homeowners.

EDUCATION

Palm Beach Community College

STATE OF FLORIDA LICENSE

Electrical Plans Examiner
PX4350

Electrical Inspector
BN6923

Electrical Plans Examiner & Inspector,
C.A.P. Government, Inc.
2018 – Present
Reviews plans to ensure that the plans meet building codes and requirements of the state, county, and city where the construction is taking place. Responsible for inspecting the installation of electrical systems and equipment to detect faulty wiring and ensure they comply with electrical codes and standards. Visits construction sites and residences, performs inspection, and makes recommendations for improvement.

EXPERIENCE

Electrical Inspector, Hy-Brid Inspections
2017 – 2018

Electrical Inspector, City of Fort Lauderdale
2016 - 2017

Utility Sales & Service, Inc.
2012 – 2015
Worked on FP&L AMI commercial smart meter deployment installation and repairing equipment associated with the project throughout the FP&L service area in the State of Florida. Worked on the Duke/Progress Energy AMI smart meter deployment throughout the state of North Carolina installing Current Transformer meters.

Owner, Cobb Electrical Services
1990 - 2016
Owner/operator/certificate holder and handled all service and installations as owner operator.

Electrical Inspector, City of Boca Raton
1997 – 1998

Journeyman/Apprentice, Roger R. Banks Electrical Contractor
1978 - 1990

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LICENSEE DETAILS

12:52:41 PM 12/18/2023

Licensee Information

Name:	**COBB, PAUL STEVEN (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN6923**
Status:	**Current,Active**
Licensure Date:	**09/15/2016**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Electrical Inspector	**09/15/2016**

Alternate Names

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LICENSEE DETAILS

1:16:14 PM 12/18/2023

Licensee Information

Name:	**COBB, PAUL STEVEN (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX4350**
Status:	**Current,Active**
Licensure Date:	**09/27/2019**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Electrical	**09/27/2019**

Alternate Names

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Anthony D'Auria, PX, BN
Plumbing & Mechanical Plans Examiner & Inspector

Mr. D'Auria has over forty (40) years of experience as a licensed and certified inspector and plans examiner, for the State of Florida. He has years of accomplished business, operations and project management experiences, both on the field and in the office. Inspecting and evaluating all types of commercial and residential multi-story, sanitary and storm systems, with water distribution systems, while clarifying and enforcing the Florida State Building Code.

EDUCATION

Master & Journeyman Plumber, Gas Massachusetts State Board

Fitter, Fire Protection Licenses

Business Management and Administration Classes

STATE OF FLORIDA LICENSE

Mechanical & Plumbing Plans Examiner
PX4133

Mechanical & Plumbing Inspector
BN7353

Plumbing and Mechanical Plans Examiner & Inspector, C.A.P. Government, Inc.
2019 – Present
Responsible for closely inspection of mechanical, and other systems for commercial and residential sites, like appliances, boilers, elevators, gas and oil lines, and HVAC systems. Evaluate and approve or disapprove of the work done in accordance with local and state regulations. Examine and test new or existing plumbing systems in buildings to make sure they are installed. Reviews plans to ensure that the plans meet building codes and requirements of the state, county, and city where the construction is taking place.

EXPERIENCE

Assistant Vice President of Facilities, Florida Atlantic University
2011 - 2015
Responsibilities included facilities and engineering responsibility for five campuses totaling over six million square feet on 800 plus acres. Oversight of duties of Engineering and Utilities; Building Code Administration; Space Utilization; Building and Grounds; Facilities Planning; and Environmental Health Safety.

Plumbing Plans Examiner & Inspector
2018 – 2019
Plan Review and Inspections for code compliance on commercial and residential projects. Reviewed blueprints and permits for accuracy with the Florida Building Code. Inspected all aspects of underground, top-out, and finish work for plumbing, accessibility, energy conservation and gas codes.

Plumbing Plans Examiner & Inspector, City of Boca Raton
2016 – 2019
Met with plumbing contractors, GC's, owners, architects, engineers, etc. to review blueprints and permits for accuracy. Identified any health and safety violations. Completed detailed list of code violations as required, per job site permit.



Florida dbpr Department of Business & Professional Regulation

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LICENSEE DETAILS

10:36:10 AM 12/15/2023

Licensee Information

Name:	**DAURIA, ANTHONY ALBINO (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN7353**
Status:	**Current,Active**
Licensure Date:	**03/05/2018**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Plumbing	**03/05/2018**

Alternate Names

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LICENSEE DETAILS

10:37:29 AM 12/15/2023

Licensee Information

Name:	**DAURIA, ANTHONY ALBINO (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX4133**
Status:	**Current,Active**
Licensure Date:	**08/07/2018**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Plumbing	**08/07/2018**

Alternate Names

View Related License Information

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Paul Tharpe, PX, BN
Plumbing Plans Examiner

Mr. Tharpe has over thirty-six (36) years of experience as a master plumber, in service, installing and maintaining plumbing systems. Mr. Tharpe has a dedication to excellent work and customer satisfaction. Experience in installing and repairing residential and commercial projects. Bringing forth a proven track record full of successful completion of various plumbing projects, both small and large scale.

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Plumbing Plans Examiner
PX4666

Plumbing Inspector
BN8059

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Responsible for closely inspection of mechanical, and other systems for commercial and residential sites, like appliances, boilers, elevators, gas and oil lines, and HVAC systems. Evaluate and approve or disapprove of the work done in accordance with local and state regulations. Examine and test new or existing plumbing systems in buildings to make sure they are installed. Reviews plans to ensure that the plans meet building codes and requirements of the state, county, and city where the construction is taking place.

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Florida dbpr Department of Business & Professional Regulation

ONLINE SERVICES

Apply for a License

Verify a Licensee

View Food & Lodging Inspections

File a Complaint

Continuing Education Course Search

View Application Status

Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

11:41:54 AM 1/17/2024

Licensee Information

Name:	**THARPE, PAUL ANTHONY (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN8059**
Status:	**Current,Active**
Licensure Date:	**08/31/2020**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Plumbing	**08/31/2020**

Alternate Names

View Related License Information

View License Complaint

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File a Complaint

Continuing Education Course Search

View Application Status

Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

11:43:10 AM 1/17/2024

Licensee Information

Name:	**THARPE, PAUL ANTHONY (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX4666**
Status:	**Current,Active**
Licensure Date:	**10/04/2021**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Plumbing	**10/04/2021**

Alternate Names

View Related License Information

View License Complaint

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Annie A. Jones
Code Enforcement Officer

Ms. Hobbs has over ten (10) years of experience in multiple industries that specialize in product knowledge, team participation and support, data entry, management, and cash handling all while providing extraordinary customer support.

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2024 – Present
Enforcing applicable national, state, and local laws, codes, ordinances, and other regulations by issuing warnings and written notices of violations. Responds and investigates complaints from the public and other City departments to ensure they get resolved. Conducts field inspections of new and existing businesses, buildings, structures, and premises.

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High School Diploma
Glades Central high, Belle Glade, FL

Child Care Certificate & Security License
Palm State College, Belle Glade, FL

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2022-2024

- Monitored all electronic communications, schedules, and spreadsheets, while maintaining building knowledge and providing guests with crafted tours.
- Managed maintenance crew and submitted work orders and correctly organized into the proper databases.

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2018-2019

- Maintained knowledge and awareness of company's internal policies, procedures, and state regulations to successfully exceed the company's performance expectations.
- Performed duties of code enforcing to ensure that all violations were documented and recorded according to the law.

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2016-2018

- Addressed consumer questions and concerns regarding services provided and addressing situations when escalated to result in a positive resolution.
- Provided all consumer relations and handled all office correspondence with consumers.

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2013-2016

- Taught, monitored, and cared for children from the ages of infancy to S years old.
- Provided a safe space for children to learn and build fundamental key factors to set them up for success.

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2010-2013

- Operated modern technology to process customer transactions.
- Assist Supervisors in ensuring merchandise was processed according to company's standards

ANNIE A. HOBBS
CODE ENFORCEMENT OFFICER

Luis Perez-Codina
Emergency Manager

Mr. Pérez-Codina has over fifteen (15) years of experience leading teams in infrastructure procurement, capital improvement program management, project management, and emergency operations. He has led business development, market commercialization, and supply chains for multi-national companies. Mr. Pérez-Codina has responded to incidents and established emergency operations under Federal, State, and Local commands.

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BS Administration, Minor in Health Services Administration
Florida International University

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Wharton Executive Education, University of Pennsylvania, Certificate in Global Supply Chain Management

FEMA, NIMS ICS All-Hazards, L-973 Finance/Administrative Section Chief

Texas A&M Engineering Extension Service, Public Information in an All-Hazards Incident, MGT-318

U.S. Coast Guard Auxiliary, Search Coordination and Execution, USCG AUX OP SC&E

Florida Division of Emergency Management, Advanced Incident Command System Command & General Staff: Complex Incidents, G-400

Florida Division of Emergency Management, Preliminary Damage Assessment, FL-601

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2022 – Present
Mr. Luis Pérez-Codina leads our Emergencies / Disasters Response and Recovery strategy. Mr. Pérez- Codina has extensive experience in emergency management and disaster response, focusing on supporting Federal, State, and Local jurisdictions during major hurricane and emergency events. His expertise is demonstrated through his involvement in managing complex, multi-faceted response efforts for major hurricanes, such as Hurricane Ian, Hurricane Michael, and Hurricane Dorian.

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2019-2022
Management of Planning, Design, A/E & Construction Services Senior Procurement Contracting Officers on the acquisition of services, major, and minor construction with a total capital investment budget of $2.3 billion. Along with emergency response to procure commodities/services required support the incident. Contracting Officer Workload management and project assignment. Generated formal qualifications-based solicitations and sealed-bid solicitations.

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2019
Program Management Office Lead over infrastructure grants & external funding supporting a $748 million annual capital budget. Provided internal Controls, fund compliance, municipal bond(s) deliverables for financial and external stakeholder quarterly and annual reports.

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2017-2018
Provided clients market commercialization via public policy, industry, and government procurements.

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2015-2017
Direct report to company ownership. Responsible for: pricing strategy; marketing; United States corporation sales revenue; contract management; supply chain optimization; quality & compliance; media communications; service level agreements; and Standard Operating Procedures. Worked with clients and regulators on sourcing, market development, while maintaining high standards of safety, quality, production, transport & export, import and cold chain standards.

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2014-2015
Managed Logistics industry sector budget; developed annual objectives, a generated solicitation materials. Targeted and recruited companies to logistics missions and Team Florida Trade Missions in Brazil, Panama, Peru, Spain, and the U.A.E. generating $100 million in direct investment and $150 million in direct sales.

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2011-2014
Managed lead generation, business development, and industry targeting activities of 15 international field offices in 22 global markets. Project Manager for heavy industry and aerospace efforts in France and Japan. Accounted for $250 million in capital investment projects and achieved $7 billion in direct capital investment across teams.

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2011
Organized advancement and recruited members to the organization’s Board of Directors. Managed the Governor's Business Awards and Economic Relief Programs.

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2010-2011
Oversaw and managed all aspects of the gubernatorial transition reorganization of economic development and professional regulation agencies for the State of Florida.

National Disaster Preparedness Training Center

In collaboration with
Department of Homeland Security
Federal Emergency Management Agency

Certificate of Completion Presented To

Luis Perez-Codina

for successfully completing

Unmanned Aircraft Systems in Disaster Management

AWR-345

on this day
July 27, 2023

Karl Kim, Executive Director
National Disaster Preparedness Training Center

(8 hours, 0.6 CEU)

1363

Division of Emergency Management

Certificate of Achievement

Luis Pérez-Codina

HAS SUCCESSFULLY COMPLETED

FL-601 Preliminary Damage Assessment

STATE TRAINING & EXERCISE OFFICER

07/31/2023

Dana McGeehan
INTRUCTOR/COURSE MANAGER

Ron DeSantis, Governor
State of Florida

Kevin Guthrie, Director
Division of Emergency Management

1364

Division of Emergency Management

Certificate of Achievement

Luis Pérez-Codina

HAS SUCCESSFULLY COMPLETED

G-400 G-400 Advanced Incident Command System Command & General Staff: Complex Incidents

Linda J Morton

State Training & Exercise Officer

04/24/2018

Date

Robert Bertone

Instructor/Course Manager

Rick Scott, Governor
State of Florida

Wes Maul, Director
Division of Emergency Management

Emergency Management Institute

FEMA

This is to certify that

Luis A Perez-Codina

successfully completed

NIMS ICS All-Hazards Finance/Administration Section Chief
New Port Richey, Florida

2.10 IACET CEU

December 11 - 13, 2018

AUTHORIZED IACET PROVIDER

Superintendent
Emergency Management Institute

1366

Herbert Smith
Fire Plans Examiner & Inspector

Mr. Smith has over (38) thirty-eight years of experience working as a Fire Plans Examiner & Inspector.

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Ricky Rescue Fire Training Academy

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Fire Inspectors Certification

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2023 – Present
Responsible for conducting inspections of residential, institutional, and commercial properties to determine hazardous conditions and enforce compliance with city fire safety laws and ordinances.

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1992 – 2022
Responsible for attending and participating in TRC meetings with contractors prior to project approvals. Reviewed all plans associated with these projects. After approval of projects, received fire safety plans, fire protection plans (kitchen hoods, sprinklers, fire alarms, booths, etc.). Reviewed plans and worked closely with the City's contracted Building Department. Performed as needed inspect services and ensured plans were followed as approved. Reviewed and discussed "add-ons" with contractors as well as any updated plans for review. Conducted acceptance testing of fire protection systems prior to signing off on projects. Assisted fire officers with fire inspections based on the need and type of systems. Assisted the school officials with fire and life safety inspections annually and reported same to the state as required. Conducted hundreds of inspections and plan reviews regarding commercial buildings and projects as well as any residential projects meeting three or more-unit requirements. Projects include Health Care Facilities, Detention, Government (courthouse), multi-story hotels, Gas stations, LP and Natural Gas, and many more.

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1989 – 1992
Received training and gained experience regarding Fire Protection Systems. Maintained and inspected the systems daily as well as ran tests on all the pumps at many different locations for our firefighting. water source via the Pump House. Encountered Halon systems and all forms of fire alarms systems.

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1985 – 1989
Part-Time off and on for several years while employed with the city of Okeechobee prior to becoming Chief.



Division of State Fire Marshal

BUREAU OF FIRE STANDARDS AND TRAINING

Hereby Awards this

79676

FIRESAFETY INSPECTOR I

Certificate of Compliance

to

HERBERT EUGENE SMITH

Expires the 31st Day of March, 2025

By virtue of having met the requirements of Florida Statutes of the Rules and Regulation of the Division of State Fire Marshal.

State Fire Marshal

Director

DUPLICATE COPY

CITY OF BOYNTON BEACH
RFP No. BD25-014R

SERVICE CONTRACTS

C.A.P. Government, Inc. (CAP) has been providing Plan Review and Inspections Services to Palm Beach County since 2010, and to the City of Boynton Beach since 2014.

Relevant Government Experience:

	Palm Beach County Palm Beach County has contracted with CAP to provide building inspection, plan review and permit technician services to the Planning, Zoning, and Building Department. These services include building, civil, plumbing, electric, and mechanical, HVAC. **Dates of Services: 2016-Ongoing (8 Years)**
	Village of Wellington The Village of Wellington has contracted with CAP to provide Planning, Zoning and Building Inspection Services. CAP performs inspections of buildings, civil, roofing, electrical, mechanical, and plumbing as contained in the Florida Building Code. **Dates of Services: 2015-Ongoing (9 Years)**
	City of Aventura The City of Aventura has contracted with CAP for over 29 years to provide full Building Department outsourcing. CAP handles plans review and inspections for building, structural, civil, electrical, mechanical, and plumbing, adhering to the Florida Building Code and any local amendments. CAP also supplies the Building Official for the City. **Dates of Services: 1995-Ongoing (29 Years)**
	City of South Bay CAP assists in the permit application process, providing plan review and inspection services to ensure compliance with the Florida Building Code. These services include structural, electrical, mechanical, plumbing and engineering services. CAP also provides the Building Official for the City. **Dates of Services: 2010-Ongoing (14 Years)**

SERVICE CONTRACTS

	The School District of Palm Beach County CAP conducts Building Code Inspections and Plan Review Services in the following disciplines: Building, Mechanical, Electrical, Plumbing and Fire Code Compliance. **Dates of Services: 2018-Ongoing (6 Years)**
	Broward College Broward College has recently contracted with CAP to provide full Building Department outsourcing. CAP handles plans review and inspections for building, structural, civil, electrical, mechanical, and plumbing, adhering to the Florida Building Code and any local amendments. **Dates of Services: 2022-Ongoing (2 Years)**
	School Board of Broward County The School Board of Broward County has contracted with CAP for over 10 years to provide full Building Department outsourcing. CAP handles plans review and inspections for building, structural, civil, electrical, mechanical, and plumbing, adhering to the Florida Building Code and any local amendments. **Dates of Services: 2014-Ongoing (10 Years)**
	**City of Weston** The City of Weston has contracted with CAP for 19 years for full Building Department outsourcing. CAP provides the Building Official, plans review, and inspections for building, structural, civil, electrical, mechanical, and plumbing as per the Florida Building Code. CAP also supplies Permit Technicians and staff for Document Control support. **Dates of Services: 2005-Ongoing (19 Years)**
	Town of Highland Beach CAP provides the Town Building Inspection and Plan Review services. These services include building, plumbing, electric, and mechanical, HVAC. All Building inspection and plan review and permit processing services are conducted to ensure compliance with the Florida Building Code. **Dates of Services: 2018-Ongoing (6 Years)**

	Entity	On-Going
Full Service		
1	City of Aventura	1995
2	City of Weston	2005
3	Village of El Portal	2005
4	Town of Southwest Ranches	2006
5	City of South Bay	2010
6	Town of Lauderdale-by-the-Sea	2011
7	North Bay Village	2013
8	City of Pahokee	2015
9	Town of Briny Breezes	2016
10	City of Belle Glade	2017
11	City of West Park	2017
Supplemental Services		
12	City of Lauderhill	2005
13	City of Fort Lauderdale	2006
14	City of North Miami Beach	2007
15	City of Parkland	2008
16	City of Miami Beach	2009
17	Town of Davie	2012
18	Village of Biscayne Park	2012
19	City of Oakland Park	2012
20	City of Doral	2012
21	City of Hollywood	2013
22	City of Coconut Creek	2014
23	City of Boynton Beach	2014
24	City of Coral Gables	2015
25	City of Coral Springs	2015
26	City of Greenacres	2015
27	City of Naples	2015
28	Town of Palm Beach	2015

29	**Village of Wellington**	2015
30	**Palm Beach County**	2015
31	**City of Miami**	2016
32	**City of Riviera Beach**	2016
33	**City of West Palm Beach**	2016
34	**City of Dania Beach**	2016
35	**City of Marco Island**	2017
36	**Town of Fort Myers Beach**	2018
37	**City of Homestead**	2018
38	**Village of Palm Springs**	2018
39	**Sarasota County**	2018
40	**Town of Highland Beach**	2018
41	**City of Lake Worth Beach**	2018
42	**City of Lake Wales**	2018
43	**Lee County**	2018
44	**Village of Key Biscayne**	2019
45	**Village of Royal Palm Beach**	2019
46	**Town of Jupiter**	2019
47	**City of Fort Pierce**	2019
48	**City of Clewiston**	2019
49	**City of Sanibel**	2019
50	**Town of Lake Park**	2019
51	**Lake County**	2021
52	**City of Panama City Beach**	2021
53	**City of Palm Bay**	2021
54	**City of Venice**	2021
55	**City of Miramar**	2022
56	**City of Tampa**	2022
57	**Village of North Palm Beach**	2022
58	**Marion County**	2022
59	**Town of Longboat Key**	2022
60	**City of Punta Gorda**	2022
61	**City of Mount Dora**	2022
62	**Pinellas County**	2022
63	**Town of Malabar**	2022
64	**Charlotte County**	2022
65	**Town of Ocean Ridge**	2022

66	**Town of Medley**	2023
67	**City of Naples**	2022
68	**City of Cape Coral**	2022
69	**Citrus County**	2022
70	**City of Clearwater**	2023
71	**Osceola County**	2023
72	**City of Bunnell**	2023
73	**Town of Melbourne Village**	2023
74	**Glades County**	2024
Educational		
1	**Miami-Dade Public School Board**	2006
2	**Florida International University**	2007
3	**Miami Dade College**	2006
4	**School Board of Broward County**	2014
5	**School District of Palm Beach County**	2018
6	**Broward College**	2022
7	**Florida Atlantic University**	2024

State of Florida
Department of State

I certify from the records of this office that C.A.P. GOVERNMENT, INC. is a corporation organized under the laws of the State of Florida, filed on April 10, 1989.

The document number of this corporation is K80212.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 9, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eleventh day of January, 2024



Secretary of State

Tracking Number: 1582466419CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

CITY OF WEST PALM BEACH
DEPARTMENT OF DEVELOPMENT SERVICES

WEST PALM BEACH
Development Services

Attached is your 2024-2025 Business Receipt evidencing payment of fees for your Local Business Tax; Certificate of Use (if applicable); Sidewalk Café Permit (if applicable); and/or Extended Hours Alcohol Permit (if applicable).

Business Tax Receipt: This document, based on the business category codes listed below, is your Business Tax Receipt. THIS BUSINESS TAX RECEIPT MUST BE DISPLAYED ON THE PREMISES IN A PLACE WHERE IT MAY BE SEEN AT ALL TIMES (Sec. 82-160 City Code).

Certificate of Use: A certificate of use may be suspended or revoked in accordance with Sec. 22-39 of the City Code.

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Extended Hours Alcohol Permit: An extended hours alcohol permit requires compliance with the conditions in Sec. 6-8 of the City Code and may be suspended or revoked as provided in said section.

FOR INFORMATION CALL (561) 805-6700 EMAIL businesstax@wpb.org HOURS 8:00 AM - 5:00 PM — MONDAY - FRIDAY

INSTRUCTIONS: PLEASE POST IN A CONSPICUOUS PLACE AT YOUR PLACE OF BUSINESS.

WEST PALM BEACH
Development Services

CITY OF WEST PALM BEACH

2024 to 2025 BUSINESS RECEIPT

NOT TRANSFERABLE

CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL 33402

0000041596
C A P GOVERNMENT INC
1910 N FLORIDA MANGO RD

CONSTRUCTION PLAN RVIEW
CONTRACTED REVIEWERS
OFFICE
PLAN REVIEW

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
79613	238998	CONSTRUCTION RELATED SERVICES	86.81

EXPIRES SEPTEMBER 30, 2025

TOTAL → 86.81

** PAID 86.81 ** BAL ** 0.00

THIS DOCUMENT NOT VALID UNTIL FUNDS ARE COLLECTED

D. Current and Projected Workload



D. CURRENT AND PROJECTED WORKLOAD

CAP continuously performs supplemental building department services for government entities and municipalities, ensuring that all regulatory and compliance needs are met efficiently and effectively. Given the ongoing and dynamic nature of these services, the concept of percentage completion does not apply to our contracts. Instead, our agreements are designed to be consistently renewed, reflecting the continuous and evolving demand for our expertise and support. This approach allows us to maintain a high standard of service and adaptability, addressing both current workloads and anticipated future needs.

PERSONNEL	SB	BB	BG	GA	PHK	TPB	VW	RB	WPB	PBC
Judson Dulany, PX, BN	X	X		X	X	X	X	**X**	X	
Deborah Nutter, BU, PX, BN		X								X
Maria Roa ICC PT		X	X		X					
Sam Sangiorgi, PX, BN		X				X				
Xairo Rey, PX, BN		X								
Manuel Espinosa, PX, BN		X		X		X				
Stewart Grow, PX, BN		X								
William Cedeno, PX, BN		X	X							
Paul Cobb, PX, BN		X							X	X
Anthony Aduria, PX, BN		X		X						
Paul Tharp, PX, BN		X								
Luis Perez-Codina		X					X			
Annie Jones	X	X			X					
Herbert Smith Fl 1	X	X			X					

SB - CITY OF SOUTH BAY **BB** – CITY OF BOYNTON BEACH **BG** - CITY OF BELLE GLADE **GA** – CITY OF GREENACRES **PHK** – CITY OF PAHOKEE **TPB** – TOWN OF PALM BEACH **VW** – VILLAGE OF WELLINGTON **RB** – RIVIERA BEACH **WPB** – WEST PALM BEACH **PBC** – PALM BEACH COUNTY

E. References



E. REFERENCES-PAST PERFORMANCE

1. **City of Aventura**

   Address: 19200 W. Country Club Drive, FL 33180
   Contact Name: Mr. Ronald J Wasson – City Manager
   Email Address: jwasson@cityofaventura.com
   Telephone Number: (305) 466-8910

2. **City of South Bay**

   Address: 335 SW 2nd Avenue, South Bay, FL 33493
   Contact Name: Mr. Leondrae Camel – City Manager
   Email Address: camel@southbaycity.com
   Telephone Number: (561) 996-6751

3. **Palm Beach County**

   Address: 2300 N. Jog Road, West palm Beach, FL 33411
   Contact Name: Ms. Verdenia C. Baker - County Administrator
   Email Address: public@co.palm-beach.fl.us
   Telephone Number: (561) 355-6726

ONLINE SERVICES

Apply for a License
Verify a Licensee
View Food & Lodging Inspections
File a Complaint
Continuing Education Course Search
View Application Status
Find Exam Information
Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

12:28:35 PM 10/1/2024

Licensee Information

Name:	**C.A.P. GOVERNMENT, INC. (Primary Name)**
Main Address:	**343 ALMERIA AVENUE CORAL GABLES Florida 33134**
County:	**DADE**

License Information

License Type:	**Engineering Business Registry**
Rank:	**Registry**
License Number:	**5344**
Status:	**Current**
Licensure Date:	**07/06/1989**
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information
View License Complaint

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **Chapter 455** page to determine if you are affected by this change.

State of Florida
Department of State

I certify from the records of this office that C.A.P. GOVERNMENT, INC. is a corporation organized under the laws of the State of Florida, filed on April 10, 1989.

The document number of this corporation is K80212.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 9, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eleventh day of January, 2024



Secretary of State

Tracking Number: 1582466419CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

C.A.P. Government, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

P. O. Box 843599

Requester's name and address (optional)

6 City, state, and ZIP code

Dallas, TX 75284-3599

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

6	5	–	0	1	2	1	5	9	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** 04.30.24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Detail by Entity Name

Florida Profit Corporation
C.A.P. GOVERNMENT, INC.

Filing Information

Document Number	K80212
FEI/EIN Number	65-0121594
Date Filed	04/10/1989
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	09/06/2006
Event Effective Date	NONE

Principal Address

343 ALMERIA AVENUE
CORAL GABLES, FL 33134

Changed: 12/12/2022

Mailing Address

343 ALMERIA AVENUE
CORAL GABLES, FL 33134

Changed: 12/12/2022

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 12/12/2022

Address Changed: 12/12/2022

Officer/Director Detail

Name & Address

Title DPST

PENIN, CARLOS A
343 ALMERIA AVENUE
CORAL GABLES, FL 33134

Annual Reports

Report Year	Filed Date
2022	01/05/2022
2023	03/06/2023
2024	01/09/2024

Document Images

01/09/2024 -- ANNUAL REPORT	View image in PDF format
03/06/2023 -- ANNUAL REPORT	View image in PDF format
12/12/2022 -- Reg. Agent Change	View image in PDF format
01/05/2022 -- ANNUAL REPORT	View image in PDF format
01/07/2021 -- ANNUAL REPORT	View image in PDF format
01/06/2020 -- ANNUAL REPORT	View image in PDF format
02/15/2019 -- ANNUAL REPORT	View image in PDF format
01/25/2018 -- ANNUAL REPORT	View image in PDF format
02/10/2017 -- ANNUAL REPORT	View image in PDF format
01/14/2016 -- ANNUAL REPORT	View image in PDF format
01/23/2015 -- ANNUAL REPORT	View image in PDF format
04/28/2014 -- ANNUAL REPORT	View image in PDF format
04/30/2013 -- ANNUAL REPORT	View image in PDF format
03/05/2012 -- ANNUAL REPORT	View image in PDF format
04/01/2011 -- ANNUAL REPORT	View image in PDF format
04/14/2010 -- ANNUAL REPORT	View image in PDF format
04/21/2009 -- ANNUAL REPORT	View image in PDF format
04/17/2008 -- ANNUAL REPORT	View image in PDF format
04/02/2007 -- ANNUAL REPORT	View image in PDF format
09/07/2006 -- ANNUAL REPORT	View image in PDF format
09/06/2006 -- Name Change	View image in PDF format
03/28/2006 -- ANNUAL REPORT	View image in PDF format
02/15/2005 -- ANNUAL REPORT	View image in PDF format
04/13/2004 -- ANNUAL REPORT	View image in PDF format
05/02/2003 -- ANNUAL REPORT	View image in PDF format
05/06/2002 -- ANNUAL REPORT	View image in PDF format
07/20/2001 -- Name Change	View image in PDF format
03/08/2001 -- ANNUAL REPORT	View image in PDF format
10/13/2000 -- Merger	View image in PDF format
03/04/2000 -- ANNUAL REPORT	View image in PDF format
04/01/1999 -- ANNUAL REPORT	View image in PDF format
04/22/1998 -- ANNUAL REPORT	View image in PDF format
04/17/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format
03/23/1995 -- ANNUAL REPORT	View image in PDF format

CITY OF WEST PALM BEACH
DEPARTMENT OF DEVELOPMENT SERVICES

WEST PALM BEACH
Development Services

Attached is your 2024-2025 Business Receipt evidencing payment of fees for your Local Business Tax; Certificate of Use (if applicable); Sidewalk Café Permit (if applicable); and/or Extended Hours Alcohol Permit (if applicable).

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INSTRUCTIONS: PLEASE POST IN A CONSPICUOUS PLACE AT YOUR PLACE OF BUSINESS.

WEST PALM BEACH
Development Services

CITY OF WEST PALM BEACH

2024 to 2025 BUSINESS RECEIPT

NOT TRANSFERABLE

CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL 33402

0000041596
C A P GOVERNMENT INC
1910 N FLORIDA MANGO RD

CONSTRUCTION PLAN RVIEW
CONTRACTED REVIEWERS
OFFICE
PLAN REVIEW

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
79613	238998	CONSTRUCTION RELATED SERVICES	86.81

EXPIRES SEPTEMBER 30, 2025

TOTAL→ 86.81

** PAID 86.81 ** BAL ** 0.00

THIS DOCUMENT NOT VALID UNTIL FUNDS ARE COLLECTED

003538

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

6189203

BUSINESS NAME/LOCATION
CAP ENGINEERING INC
343 ALMERIA AVE
CORAL GABLES FL 33134–5811

RECEIPT NO.
RENEWAL
6453716

EXPIRES
SEPTEMBER 30, 2025
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
CAP ENGINEERING INC

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHIP/FIRM

PAYMENT RECEIVED BY TAX COLLECTOR
$90.00 07/10/2024
INT–24–420631

Employee(s) 20

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder s qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

003538

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

6189203

BUSINESS NAME/LOCATION
CAP ENGINEERING INC
343 ALMERIA AVE
CORAL GABLES FL 33134–5811

RECEIPT NO.
RENEWAL
6453716

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SEPTEMBER 30, 2025
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Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
CAP ENGINEERING INC

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212 P.A./CORP/PARTNERSHIP/FIRM

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Company Name	C.A.P. Government, Inc.
Company Facility Address	343 Almeria Avenue Coral Gables, FL 33134
Company Alternate Address	
County or Parish	MIAMI-DADE
Employer Identification Number	650121594
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1

2. CONDENSED HALF-YEAR CONSOLIDATED FINANCIAL STATEMENTS AT JUNE 30, 2024

2.1. CONDENSED HALF-YEAR CONSOLIDATED FINANCIAL STATEMENTS

Condensed consolidated income statement

(€ millions, except per share data)	Note	First half 2024	First half 2023
Revenue	5	**3,021.1**	**2,890.2**
Service costs rebilled to clients		94.9	88.0
Revenue and service costs rebilled to clients		**3,116.0**	**2,992.2**
Purchases and external charges	6	(948.8)	(916.9)
Personnel costs		(1,598.7)	(1,532.6)
Taxes other than on income		(23.3)	(29.1)
Net (additions to)/reversals of provisions		(8.4)	(11.1)
Depreciation, amortization and impairment		(127.2)	(135.4)
Other operating income and expense, net	6	(21.7)	5.8
Operating profit	5	**387.9**	**362.9**
Share of profit of equity-accounted companies		(0.2)	0.3
Operating profit after share of profit of equity-accounted companies		**387.7**	**363.2**
Income from cash and cash equivalents		22.6	22.4
Finance costs, gross		(42.4)	(47.0)
Finance cost, net		**(19.8)**	**(24.6)**
Other financial income and expense, net		(5.8)	9.4
Net finance cost		**(25.6)**	**(15.2)**
Profit before income tax		**362.1**	**348.0**
Income tax expense		(115.9)	(113.2)
Net profit		**246.2**	**234.8**
Non-controlling interests		(12.5)	(12.3)
Profit attributable to equity holders		**233.7**	**222.5**
Earnings per share (in euros):			
Basic earnings per share	16	0.52	0.51
Diluted earnings per share	16	0.51	0.51

The notes on pages 40 to 54 are an integral part of the condensed half-year consolidated financial statements.

Statement of consolidated comprehensive income

(€ millions)	202	202
Net profit	2	2
Other comprehensive income		
Items to be reclassified to profit		
Currency translation differences (1)	9.9	(73.7)
Cash flow hedges (2)	(0.2)	(0.3)
Tax effect on items to be reclassified to profit	-	-
Items to be reclassified to profit	9	0
Items not to be reclassified to profit		
Actuarial gains/(losses) (3)	4.1	(2.4)
Tax effect on items not to be reclassified to profit	(1.1)	0.4
Items not to be reclassified to profit	0	2 0
Other comprehensive income for the period	12	0
TOTAL COMPREHENSIVE INCOME	2 9	1
Attributable to:		
owners of the Company	251.3	160.0
non-controlling interests	8.2	8.8

(1) Currency translation differences: this item includes exchange differences arising on the conversion of the financial statements of foreign subsidiaries into euros. The change over the period is mainly attributable to fluctuations against the euro of the US dollar for a positive EUR 19.8 million and the Brazilian real for a negative EUR 14.8 million.

(2) The change in cash flow hedges results from changes in the fair value of derivative financial instruments eligible for hedge accounting.

(3) Actuarial gains and losses: the Group recognizes actuarial gains and losses arising on the measurement of pension plans and some other long-term employee benefits in equity. These actuarial differences reflect the impact of experience adjustments and changes in valuation assumptions (discount rate, salary inflation rate and rate of increase in pensions) regarding the Group's obligations in respect of defined benefit plans.

The notes on pages 40 to 54 are an integral part of the condensed half-year consolidated financial statements.

Condensed consolidated statement of financial position

(€ millions)	Note	June 30, 2024	Dec. 31, 2023
Goodwill	8	2,181.7	2,127.4
Intangible assets		366.6	360.0
Property, plant and equipment		418.4	389.0
Right-of-use assets		372.0	391.5
Non-current financial assets		99.3	108.9
Deferred income tax assets		125.9	136.6
Total non-current assets		**3,563.9**	**3,513.4**
Trade and other receivables		1,664.9	1,584.5
Contract assets		323.5	325.9
Current income tax assets		78.5	33.5
Derivative financial instruments		3.3	4.1
Other current financial assets		7.1	9.1
Cash and cash equivalents		1,522.4	1,173.9
Total current assets		**3,599.7**	**3,131.0**
Assets held for sale		38.0	-
TOTAL ASSETS		**7,201.6**	**6,644.4**
Share capital		54.6	54.5
Retained earnings and other reserves		1,575.4	1,881.6
Equity attributable to owners of the Company		**1,630.0**	**1,936.1**
Non-controlling interests		67.8	57.7
Total equity		**1,697.8**	**1,993.8**
Non-current borrowings and financial debt	12	2,098.9	2,079.7
Non-current lease liabilities		302.5	319.7
Other non-current financial liabilities		59.7	73.7
Deferred income tax liabilities		89.9	85.0
Pension plans and other long-term employee benefits		143.8	147.2
Provisions for liabilities and charges	14	71.1	72.2
Total non-current liabilities		**2,765.9**	**2,777.5**
Trade and other payables		1,178.8	1,273.4
Contract liabilities		269.0	257.2
Current income tax liabilities		126.5	98.5
Current borrowings and financial debt	12	535.4	31.2
Current lease liabilities		109.1	107.5
Derivative financial instruments		3.6	3.3
Other current financial liabilities		480.1	102.0
Total current liabilities		**2,702.5**	**1,873.1**
Liabilities held for sale		35.4	-
TOTAL EQUITY AND LIABILITIES		**7,201.6**	**6,644.4**

The notes on pages 40 to 54 are an integral part of the condensed half-year consolidated financial statements.

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(€ millions)	□□□re c□□□□□□	□□□re rem□□m	C□rre□c□ r□□□□□□□□□ re□er□e□	□□er re□er□e□	□□□□□e□□□□	□□r□b□□□b□e □□ □□er□□□□e C□m□□□□	□□r□b□□□b□e □□ □□□c□□r□□□□□ □□ere□□□
□□**December □1□2022**	□□□□	**212□2**	□□0□□□□	**1□9□□2**	**1□92□□0**	**1□□□2□1**	□□**9**
Capital increase	0.1	2.9	-	(0.1)	2.9	2.9	-
IFRS 2 expense – stock option and performance share plans	-	-	-	12.9	12.9	12.9	-
Dividends paid	-	-	-	(353.9)	(353.9)	(349.2)	(4.7)
Treasury share transactions	-	-	-	(1.1)	(1.1)	(1.1)	-
Transactions in non-controlling interests	-	-	-	(0.2)	(0.2)	(0.2)	-
Other movements (1)	-	-	-	7.2	7.2	6.2	1.0
□□□□□r□□□□c□□□□□ □ □□□ □□ □er□	**0□1**	**2□9**	□	□□□□**2**□	□□□**2□2**□	□**2**□□□□	□□□□□
Net profit	-	-	-	244.8	244.8	232.5	12.3
Other comprehensive income/(expense)	-	-	(73.7)	(2.3)	(76.0)	(72.5)	(3.5)
□□□□□c□m□re□e□□□e □□c□me	-	-	□□□□□□	**2□2**□□	**1**□□□□	**1□0□0**	□□□
□□□□□e □0□202□	□□□□	**21□1**	□□□□□□□	**1**□□□□□□	**1**□□□□□□	**1□9**□□□	□**1□0**
□□**December □1□202**□	□□□□	**21**□□□	□**99□9**□	**2□121**□□	**1□99**□□□	**1□9□□1**	□□□□
Capital increase	0.1	14.5	-	-	14.6	14.6	-
IFRS 2 expense – stock option and performance share plans	-	-	-	12.1	12.1	12.1	-
Dividends paid	-	-	-	(375.8)	(375.8)	(371.9)	(3.9)
Treasury share transactions	-	-	-	(199.2)	(199.2)	(199.2)	-
Additions to the scope of consolidation	-	-	-	4.6	4.6	-	4.6
Transactions in non-controlling interests	-	-	-	0.2	0.2	-	0.2
Other movements (1)				(12.0)	(12.0)	(13.0)	1.0
□□□□□r□□□□c□□□□□ □ □□□ □□ □er□	**0□1**	**1**□□□	□	□□□**0□1**□	□□□□□□□□	□□□□□□□□	**1□9**
Net profit	-	-	-	246.8	246.8	234.3	12.5
Other comprehensive income	-	-	9.9	2.8	12.7	17.0	(4.3)
□□□□□c□m□re□e□□□e □□c□me	-	-	**9□9**	**2□9**□□	**2□9**□□	**2□1**□□	□**2**
□□□□□e □0□202□	□□□□	**2□2**□□	□**90□0**□	**1□00□9**	**1□□9**□□□	**1□□□0□0**	□□□□

(1) The “Other movements” line mainly relates to:

- changes in the fair value of put options on non-controlling interests;
- transfers of reserves between the portion attributable to owners of the Company and the portion attributable to non-controlling interests.

The notes on pages 40 to 54 are an integral part of the condensed half-year consolidated financial statements.

Condensed consolidated statement of cash flows

(€ millions)	Note	1st half 2024	1st half 2023
Profit before income tax		362.7	358.0
Elimination of cash flows from financing and investing activities		7.9	16.1
Provisions and other non-cash items		53.7	13.2
Depreciation, amortization and impairment		127.3	135.3
Movements in working capital attributable to operations	15	(168.1)	(196.2)
Income tax paid		(121.1)	(104.3)
Net cash flows generated from operating activities		**254.4**	**222.1**
Acquisitions of subsidiaries and businesses, net of cash acquired	9	(70.0)	(14.0)
Purchases of property, plant and equipment and intangible assets		(61.6)	(79.8)
Proceeds from sales of property, plant and equipment and intangible assets		1.7	3.4
Purchases of non-current financial assets		(4.8)	(5.2)
Proceeds from sales of non-current financial assets		4.3	5.1
Change in loans and advances granted		0.2	1.8
Net cash flows used in investing activities		**(130.2)**	**(89.7)**
Capital increase		12.5	2.9
Purchases/sales of treasury shares		(199.2)	(1.1)
Dividends paid		(9.1)	(13.3)
Increase in borrowings and other financial debt		492.0	-
Repayment of borrowings and other financial debt		(6.2)	(0.1)
Repayment of amounts owed to shareholders		(6.9)	(0.2)
Repayment of lease liabilities and interest		(60.9)	(63.9)
Interest paid		(12.6)	(13.8)
Net cash flows generated from financing activities		**209.6**	**(89.5)**
Impact of currency translation differences		6.2	(16.5)
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS		**339.9**	**26.4**
Net cash and cash equivalents at beginning of period		1,170.1	1,655.7
CASH AND CASH EQUIVALENTS AT END OF PERIOD		**1,510.1**	**1,682.1**
of which cash and cash equivalents		*1,522.4*	*1,687.7*
of which bank overdrafts	*12*	*(4.3)*	*(4.6)*

The notes on pages 40 to 54 are an integral part of the condensed half-year consolidated financial statements.

BD25-014R - PROFESSIONAL SERVICES AGREEMENT FOR SUPPLEMENTAL BUILDING INSPECTIONS AND PLAN REVIEW SERVICES (CONSULTANT)

Opening Date: November 1, 2024 7:00 PM

Closing Date: December 10, 2024 3:00 PM

Vendor Details

Company Name:	GFA International, Inc., dba Universal Engineering Sciences
Address:	1215 Wallace Drive Delray Beach, Florida 33444
Contact:	Valerie Murphy
Email:	vmurphy@universalengineering.com
Phone:	407-544-9294 1023
HST#:	

Submission Details

Created On:	Wednesday November 27, 2024 10:12:31
Submitted On:	Monday December 09, 2024 09:15:47
Submitted By:	Valerie Murphy
Email:	vmurphy@universalengineering.com
Transaction #:	5713cc2f-fd3d-4b9b-9058-4cc0adb42d77
Submitter's IP Address:	131.148.27.66

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "**MANDATORY**" field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank.Do not enter a $0.00 dollar value.

Supplemental Inspections and Plan Review Services

The undersigned agrees to provide **Supplemental Inspections and Plan Review Services** as called for by the Scope of Services and Proposal Documents and Agreement in the manner prescribed therein and to the standards of quality and performance established by the City for the unit price stated in the spaces herein provided.

- SINGLE CERTIFICATION (Any one discipline as a Building, Mechanical, Electrical, or Plumbing Inspector/Plan Review)
- MULTIPLE CERTIFICATIONS (Any combination of Building, Mechanical, Electrical, or Plumbing Inspector/Plan Review)
- ONE DAY EQUALS EIGHT (8) HOURS
- TWO HOUR MINIMUM FOR HOURLY

***The grand total price will be used to calculate the number of points using the formula described in SECTION IV—EVALUATION OF PROPOSALS.**

Description of Services	Hourly Rate Per Individual *	Estimated Potential Hours Annually	Total Annual Cost
Single Discipline Field Inspector	$72.5000	2000	$ 145,000.00
Single Discipline Plans Examiner	$97.7500	2000	$ 195,500.00
		Subtotal:	$ 340,500.00

A LA CARTE - OPTIONAL SERVICES

Proposers should use this form for submitting its Fee Proposal. The following pricing is submitted as "all-inclusive" to provide **Supplemental Inspections and Plan Review Services** in accordance with the requirements identified in this Scope of Work and as set forth in this RFP document.

☑ We will not be submitting for A LA CARTE - OPTIONAL SERVICES

Line Item	AUDIT STAFF POSITION	Hourly Rates *	Comments
1	Single Discipline Field Inspector		
2	Single Discipline Plans Inspector (Overtime)		
3	Multi-Discipline Field Inspector		
4	Multi-Discipline Field Inspector (Overtime)		
5	Multi-Discipline Plans Examiner		
6	Multi-Discipline Plans Examiner (Overtime)		
7	Business Inspector		
8	Business Inspector (Overtime)		
9	Application Technician		
10	Application Technician (Overtime)		
11	Other (specify in comments)		

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 to make it an official part of with your Proposal responses.

☑ We will not be submitting for Confirmation of Minority Owned Business

Description	Response *	Comments	
Is your company a Minority Owned business?			
Please select the appropriate response			
Do you possess a certification qualifying your business as a Minority Owned business?			
Issuing organization name			*
Date of Issuance			*

Letter of Interest

The Letter of Interest shall summarizes the Bidder's primary qualifications and a firm commitment to provide the proposed services.

Line Item	Description	Response *
1	The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services.	Dear City of Boynton Beach Building Division: GFA International Inc. dba Universal Engineering Sciences (UES) truly appreciates the opportunity to present our services and experience to the City of Boyton Beach (The City) in response to this solicitation for RFP No. BD25-014R Building Inspections and Plan Review Services. We are confident that our capabilities and experience position UES as the ideal firm to execute said scope and we make a positive commitment to perform the work in a timely manner. Our West Palm Beach office is staffed with dedicated professionals familiar with the region's geographic conditions, state, county, and city regulations and who have developed strong working relationships with local specialized sub-consultants and vendors. Our team has decades of experience providing expert plans reviews for clientele and complex projects of all sizes, including municipalities similar to the City of Boynton Beach. Clients we have provided these services to include the City of Boynton Beach, The School Board of Palm Beach County, City of West Palm Beach, Town of Jupiter, and Indian River. Our team's technical expertise and specialized training, a fleet of equipment, and broad scope of capabilities have assisted our clients in finding solutions to complex and difficult challenges on various projects. We understand that the selected firm must be appropriately qualified, licensed, and be an experienced vendor fully capable of providing inspections, plan reviews, and code compliance, in accordance with Chapter 468, Part XII, Building Code Administrators & Inspectors; and Chapter 553, Building Construction Standards. The individuals performing these duties must possess valid licenses that are in good standing with the Department of Business and Professional Regulation. We also understand that this contract requires licensure in all disciplines inspection personnel will inspect. Our mission is to provide the City with cost-effective, efficient, and accurate Inspection Services. Integrity is the keystone of our business relationship with all of our clients. When you work with UES, you'll be interacting with industry professionals who pride themselves on the highest level of integrity, dependability, ethics, and quality of work and who are also exceptionally innovative, dynamic, and responsive. We want the City to think of UES as an extension your staff and your trusted advisors. Authorized Representatives/Vendor Service Representatives: Tom Montano, PE Branch Manager 3921 Westgate Ave West Palm Beach, FL 33409 (772) 204-4239 tmontano@teamues.com

		Matthew Chaney, BN Building Inspections Department Manager 3921 Westgate Ave West Palm Beach, FL 33409 (904) 673-0626 mchaney@teamues.com Matt Chaney, EI, will serve as Project Manager for this contract. He will assign personnel as projects are awarded and will oversee each project personally. Matt will be involved in defining the scope of services and in developing the budget for each. Our Principals have thoroughly reviewed and understand this RFP, its related documents, and the anticipated scope of work. UES commits to provide all of the proposed services listed in the RFP documents. Our team is ready to serve as an extension to your staff, and we will represent the City in the best possible way. UES appreciates the opportunity to be of service to the City in support of this contract and we look forward to your favorable reply. On behalf of our entire team, we would like to thank you for this opportunity, your time, and your consideration. Respectfully, UES Tom Montano, PE Branch Manager 3921 Westgate Ave West Palm Beach, FL 33409 (772) 204-4239 tmontano@teamues.com

Local Business Status Certification

I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2 below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

By checking the box that you are not submitting for "Local Business Status Certification" you declare that you are not a local business in the City of Boynton Beach.

☐ We will not be submitting for Local Business Status Certification

Is the business located within the City limits of Boynton Beach, Florida? *	Does the business have a business tax receipt issued in the current year? *	Is the business registered with the Florida Division of Corporations? *	Number of years in business *	Business license number *
○ Yes ◉ No	○ Yes ◉ No	◉ Yes ○ No	60+	4930

Qualifications and Experience/Ability of Professional Personnel

Describe the experience and qualifications of all key Proposer and Sub-Proposer players. Summarize the quality of the firm's support personnel and continuity of staff. Describe the ability to perform additional services and provide technical support throughout engagement. Explain the ability to meet set standards. Provide evidence of a capable and well-organized engagement team and management plan.

Description	Response *

Describe the experience and qualifications of all key Proposer and Sub-Proposer players.	Tom Montano, PE, brings over 13 years of experience in the construction industry to his role as Branch Manager. He oversees all branch operations, including staff management and project execution, ensuring that the work performed meets the highest quality and client satisfaction standards. Tom is actively involved in all aspects of the business, from client relations and project management to scheduling and staff training. His diverse project management portfolio includes educational and industrial facilities, ports, aviation projects, commercial developments, multi-story condominiums, and infrastructure projects, highlighting his versatility and expertise. Matthew Chaney, BN, a licensed standard inspector with eight years of experience, serves as the manager of the building inspections department at UES. In this role, he oversees inspection teams and manages all inspections performed by the branch, ensuring quality and compliance across various projects. Alongside his expertise in building inspections, Matthew has extensive geotechnical and structural engineering knowledge, providing valuable insight into complex projects. His project experience includes serving on Continuing Contracts with the Town of Jupiter, Martin County, and Indian River County, Florida, showcasing his commitment to delivering reliable and efficient inspection services. Michael Keenan, CBO, BN, PX, recently joined UES, bringing extensive experience in residential and commercial new construction and remodeling projects. With a strong background in plan review and inspection across structural, mechanical, electrical, and plumbing disciplines, he has worked on a diverse range of construction types, including residential, commercial, and industrial facilities; schools; fire department buildings; antenna towers; hotels; apartment buildings; marinas; fuel dispensing stations; retail spaces; assisted living facilities; parks and recreation areas; and water treatment facilities. In his previous role as an acting building official, Michael successfully implemented policy changes within local government and played a key role in facilitating an interlocal agreement that streamlined inspection and plan review services between two municipalities. Derek Wiechmann, PG, CBO, and ICC-Certified Plans Examiner, brings over 30 years of combined experience in engineering and construction to UES. His expertise spans civil and geotechnical engineering, geology, building official duties, and plans examination. With a deep understanding of engineering principles and construction practices, Derek provides invaluable insights across diverse projects, ensuring compliance with industry standards and regulations. His extensive experience enhances UES' capabilities in delivering high-quality services in geotechnical, civil, and building inspection disciplines. Dennis Hanrahan, PE, BX, PX, brings over 27 years of Building inspection and Code Compliance experience to UES. He has provided inspection and plan review services for numerous municipalities, school districts, counties, cities, and government agencies. His expertise spans many projects, from small single-family residences to high-rise condominiums and apartment complexes throughout South Florida. With a comprehensive understanding of the latest Florida Building Codes, Dennis ensures compliance and quality in every project, contributing to the successful execution of diverse construction and development initiatives.
Summarize the quality of the firm's support personnel and continuity of staff.	UES ensures the delivery of high-quality building inspection and plan review services through a robust team of highly qualified support personnel and a strong commitment to staff continuity. UES' team includes certified building inspectors, plans examiners, and building officials with extensive expertise in building codes, construction practices, and regulatory compliance. Our personnel possess diverse certifications, including Building Code Administrator, Standard Inspector, and Plans Examiner licenses, ensuring comprehensive knowledge and capabilities in all aspects of building inspections and plan review. UES prioritizes staff continuity to maintain seamless project execution and consistent service quality. We achieve this by retaining experienced professionals and cultivating an environment of collaboration and development within our nationwide network of nearly 4,000 engineers and technical experts. This ensures institutional knowledge is retained across all projects, allowing for efficient communication, smooth transitions, and reliable outcomes. Additionally, UES' regional presence and significant resources, including 85+ locations and 60 accredited laboratories, enhance our capacity to provide additional support personnel if needed, ensuring our clients always have access to the right expertise for their projects. Our combination of skilled personnel and commitment to continuity makes UES a trusted partner for building inspection and plan review services.

Describe the ability to perform additional services and provide technical support throughout engagement.	UES offers an unparalleled capacity to perform additional services and provide comprehensive technical support throughout the duration of any engagement involving building inspections and plan reviews. With a nationwide network of nearly 4,000 professionals, UES can scale resources and deploy specialized experts to meet evolving project needs without compromising quality or timelines. Our team includes certified building inspectors, plans examiners, and building officials with advanced certifications and expertise in multiple disciplines, including structural, mechanical, plumbing, electrical, and fire code compliance. This diverse skill set enables UES to address unexpected challenges or expanded scopes of work seamlessly. UES' resources include 85+ strategically located offices, 60 accredited laboratories, and mobile testing capabilities, ensuring technical support is always within reach. Our integrated teams collaborate efficiently, allowing us to respond promptly to requests for additional services such as advanced plan reviews, specialized inspections, or third-party assessments under Florida's Private Provider statute 553.791. By leveraging our extensive resources, depth of experience, and commitment to client success, UES delivers reliable technical support and a proactive approach to any additional service needs, ensuring project goals are consistently met with precision and efficiency.
Explain the ability to meet set standards.	UES consistently meets and exceeds established standards for building inspections and plan reviews through a combination of highly qualified personnel, proven processes, and cutting-edge technology. Our team comprises certified building inspectors, plans examiners, and building officials who are experts in local, state, and federal codes, including Florida Building Codes and International Code Council (ICC) standards. UES follows a structured quality assurance/quality control (QA/QC) process to ensure compliance with all regulatory requirements. This includes detailed plan reviews, meticulous inspections, and thorough documentation at every project stage. Our advanced project management systems facilitate real-time tracking, reporting, and communication, ensuring all work aligns with the client's specifications and timeline. Our commitment to continuous training and professional development ensures our team remains up-to-date with evolving codes, best practices, and emerging technologies. UES guarantees adherence to set standards, ensuring safety, code compliance, and quality outcomes for every project through our expertise, resources, and dedication to excellence.
Provide evidence of a capable and well-organized engagement team and management plan.	UES ensures every project is supported by a capable and well-organized engagement team, backed by a detailed management plan to deliver exceptional building inspection and plan review services. Engagement Team Our team consists of certified professionals, including: • Building Officials: Experienced leaders ensuring compliance with local, state, and federal codes. • Plans Examiners: Experts review construction documents for structural, mechanical, electrical, plumbing, and fire safety compliance. • Building Inspectors: Field specialists conducting thorough inspections to verify code adherence during every construction phase. Our professionals hold advanced certifications, such as Building Code Administrator, Standard Inspector, and Standard Plans Examiner, reflecting their comprehensive expertise and commitment to excellence. Management Plan UES employs a structured management approach tailored to each client's needs: 1. Clear Roles and Responsibilities: Defined roles ensure accountability and efficiency at every project stage. 2. Project Oversight: Dedicated project managers oversee schedules, budgets, and deliverables, maintaining open communication with stakeholders. 3. QA/QC Procedures: Robust quality assurance protocols are applied to all plan reviews and inspections to ensure compliance with set standards and client expectations. 4. Real-Time Reporting: Advanced software platforms provide up-to-date project tracking, ensuring transparency and quick issue resolution. 5. Resource Flexibility: UES' network of 85+ offices and nearly 4,000 technical professionals ensures scalable support for any project demands. Our management strategy fosters collaboration, streamlines workflows, and ensures consistent, high-quality deliverables. The UES team's depth of expertise and organizational capabilities make us a trusted partner for successful project execution.

References

In order to be considered**, the Bidder must** list the minimum number of three (3) successfully completed or in progress projects within the last five (5) years of similar scope and complexity in the State of Florida, which shows experience and demonstrates expertise in providing the services as stated herein.

The City is interested in learning of other firms' or government agencies' experiences with your company; as such**, please do not list the City of Boynton Beach as a reference.**

Description	Reference 1 - Completed or In Progress *	Reference 2 - Completed or In Progress *	Reference 3 - Completed or In Progress *
Company Name	Town of Jupiter	Indian River County - Building Division	Martin County - Building Department
Address	210 Military Trail, Jupiter, FL 33458	1840 25th Street, Vero Beach, FL 32960	900 SE Ruhnke St, Stuart, FL 34994
Contact Name	Roger Held, Building Official	Scott McAdam, Building Official	Andrew Bruhn
Phone	(561) 741-2669	(772) 226-1268	(772) 320-3070
Email	rogerh@jupiter.fl.us	smcadam@ircgov.com	abruhn@martin.fl.us

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

Schedule of Sub-Consultants

The Undersigned Respondent proposes the following major subcontractors for the major areas of work for the Project. The Respondent 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. If not applicable or if no-subconsultants will be used in the performance of this Work, write "Not-Applicable" or "NONE" across the form.

☑

By clicking here I confirm that there are no Subcontractor(s)/Subconsultant(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Line Item	Name of Sub-Consultant *	Address of Sub-Consultant *	License No. *	Contract Amount *	Percentage (%) of Contract *
1					

Documents

Ensure your submission document(s) conforms to the following:

Documents should NOT have a security password, as City of Boynton Beach may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by City of Boynton Beach.

If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

DOCUMENTS THAT

MUST ACCOMPANY PROPOSAL

IN ORDER FOR SUBMITTAL

TO BE CONSIDERED

COMPLETE AND ACCEPTABLE

- a. Proposer's Qualification Statement - UES_Proposers Qualification Statement.pdf - Monday December 09, 2024 09:09:02
- b. Non-Collusion Affidavit of Proposer - Non-Collusion Affidavit of Proposer_UES.pdf - Monday December 02, 2024 13:42:52
- c. E-Verify Form Under Section § 448.095 Florida Statutes - E-Verify Form_UES.pdf - Monday December 02, 2024 13:43:56
- d. Certification Pursuant to Florida Statute § 287.135 - Certification Pursuant to Florida_UES.pdf - Monday December 02, 2024 13:45:09
- e. Anti-Kickback Affidavit - Anti-Kickback Affidavit_UES.pdf - Monday December 02, 2024 13:46:08
- f. Affidavit of Compliance with Foreign Entity Laws - Affidavit of Compliance with Foreign Entity Laws_UES.pdf - Monday December 02, 2024 13:49:31
- g. Affidavit of Compliance with Anti-Human Trafficking Laws - Affidavit of Compliance with Anti-Human Trafficking Laws_UES.pdf - Monday December 02, 2024 13:50:55
- A. Letter of Interest, B. Firm's Qualifications, C. Qualifications of Project Team and availability of specialty resources, D. Current and Projected Workload of the Proposer, E. References – Past Performance - UES_Response to RFP No BD25-014R.pdf - Monday December 09, 2024 09:12:26
- Florida Professional Licenses, including evidence of required licenses and business permits, W-9 and Sunbiz - UES_Professional Licenses and Additional Required Documents.pdf - Wednesday December 04, 2024 16:57:01
- Additional Document (optional)

Addenda & Declarations

Background, Qualifications, and Terms

BACKGROUND:

The City of Boynton Beach serves an area of approximately 16.5 square miles with a population of approximately 80,000. The City provides services to its citizens in many areas, such as law enforcement, emergency medical services, fire control, water and sewer, library services, refuse collection, a municipal golf course, and various park sites and recreational services. The City was incorporated in 1920 and has operated under a Commission-Manager form of government (the City employs some 844 full-time and 41 part-time employees; it had total assets of almost $589 million and revenues of over $232 million for the fiscal year that ended September 30, 2023.

PURPOSE:

The City of Boynton Beach "City" Building Division is requesting sealed proposals from qualified and experienced firms to provide supplemental services to cover staffing on an as-needed basis for building, electrical, mechanical, and/or plumbing inspection and plan review services in accordance with the requirements of Florida Statutes 468, Part XII "Building Code Administrators and Inspectors" Business Inspector, and Application Technician on an as-needed basis.

The City intends to award a contract with an initial term of **Three (3) Years with One (1) Two-Year Renewal period.**

The City reserves the right to award to more than one firm. The firm(s) shall act as independent contractors and not as employees of the City.

Questions related to this RFP are to be submitted to the Purchasing representative through the e-procurement system only by clicking on the "Submit a Question" button for this specific Solicitation.

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Jamie Gray, Commercial Operations Manager, GFA International, Inc dba Universal Engineering Sciences

The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addenda No. 1 Tue November 26 2024 01:19 PM	☑	--

PROPOSER'S QUALIFICATION STATEMENT

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: City of Boynton Beach
Procurement Services
100 E. Ocean Avenue
Boynton Beach, Florida 33435

Submitted By:
Name: GFA International, Inc dba Universal Engineering Sciences
Address: 3921 Westgate Ave.
CITY, State, Zip: West Palm Beach, FL 33409
Telephone No.: (561) 560-4220
Fax No.: N/A
Email Address.: MChaney@teamues.com

Check One	
Corporation	X
Partnership	
Individual	
Other	

1. State the true, exact, correct, and complete name of the partnership, corporation, trade, or fictitious name under which you do business and the address of the place of business.

   The correct name of the Proposer is:
   GFA International, Inc. dba Universal Engineering Sciences

   The address of the principal place of business is:
   3921 Westgate Ave., West Palm Beach, FL 33409

2. If Proposer is a corporation, answer the following:

   a. Date of Incorporation: 1998
   b. State of Incorporation: Florida
   c. President's name: Travis Merrick
   d. Vice President's name: Paul Danforth
   e. Secretary's name: Benjamin Butterfield
   f. Treasurer's name: Michael Dear
   g. Name and address of Resident Agent: N/A

3. If Proposer is an individual or a partnership, answer the following:

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a. Date of organization: N/A

b. Name, address and ownership units of all partners:

N/A

c. State whether general or limited partnership: N/A

4. If Proposer is other than an individual, corporation, or partnership, describe the organization and give the name and address of principals:

N/A

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A

6. How many years has your organization been in business under its present business name?

26+

Under what other former names has your organization operated?

None.

7. Indicate registration, license numbers, or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach the certificate of competency and/or state registration.

Firm Engineering Registry #4930

State Registration #P98000089761

8. Did you attend the Pre-Proposal Conference if any such conference was held?

YES [ ] NO [X]

9. Have you ever failed to complete any work awarded to you? If so, state when, where, and why:

No.

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

Please see page 3.

11. State the name of the individual who will have personal supervision of the work:

Matthew Chaney, EI

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KEY PERSONNEL

Tom Montano, PE, brings over 13 years of experience in the construction industry to his role as Branch Manager. He oversees all branch operations, including staff management and project execution, ensuring that the work performed meets the highest quality and client satisfaction standards. Tom is actively involved in all aspects of the business, from client relations and project management to scheduling and staff training. His diverse project management portfolio includes educational and industrial facilities, ports, aviation projects, commercial developments, multi-story condominiums, and infrastructure projects, highlighting his versatility and expertise.

Matthew Chaney, BN, a licensed standard inspector with eight years of experience, serves as the manager of the building inspections department at UES. In this role, he oversees inspection teams and manages all inspections performed by the branch, ensuring quality and compliance across various projects. Alongside his expertise in building inspections, Matthew has extensive geotechnical and structural engineering knowledge, providing valuable insight into complex projects. His project experience includes serving on Continuing Contracts with the Town of Jupiter, Martin County, and Indian River County, Florida, showcasing his commitment to delivering reliable and efficient inspection services.

Michael Keenan, CBO, BN, PX, recently joined UES, bringing extensive experience in residential and commercial new construction and remodeling projects. With a strong background in plan review and inspection across structural, mechanical, electrical, and plumbing disciplines, he has worked on a diverse range of construction types, including residential, commercial, and industrial facilities; schools; fire department buildings; antenna towers; hotels; apartment buildings; marinas; fuel dispensing stations; retail spaces; assisted living facilities; parks and recreation areas; and water treatment facilities. In his previous role as an acting building official, Michael successfully implemented policy changes within local government and played a key role in facilitating an interlocal agreement that streamlined inspection and plan review services between two municipalities.

Derek Wiechmann, PG, CBO, and ICC-Certified Plans Examiner, brings over 30 years of combined experience in engineering and construction to UES. His expertise spans civil and geotechnical engineering, geology, building official duties, and plans examination. With a deep understanding of engineering principles and construction practices, Derek provides invaluable insights across diverse projects, ensuring compliance with industry standards and regulations. His extensive experience enhances UES' capabilities in delivering high-quality services in geotechnical, civil, and building inspection disciplines.

Dennis Hanrahan, PE, BX, PX, brings over 27 years of Building inspection and Code Compliance experience to UES. He has provided inspection and plan review services for numerous municipalities, school districts, counties, cities, and government agencies. His expertise spans many projects, from small single-family residences to high-rise condominiums and apartment complexes throughout South Florida. With a comprehensive understanding of the latest Florida Building Codes, Dennis ensures compliance and quality in every project, contributing to the successful execution of diverse construction and development initiatives.

12. State the name and address of the attorney, if any, for the business of the Proposer:
Benjamin Butterfield, General Counsel, 4205 Vineland Road, Suite L1, Orlando, FL 32811

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:
Obsidian Group Acquisitions, Inc. - 100%

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Proposer:
N/A

15. State the name of the Surety Company which will be providing the bond (if applicable), and the name and address of the agent:
United States Fire Insurance Company, John E. Genet
5909 Peachtree Dunwoody Road, Suite 800, Atlanta, GA 30328

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

		Revenue Index Number
a.	Government Related Work	10
b.	Non-Governmental Related Work	10
	Total Work (a +b):	20

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

17. Bank References:

Bank **Address** **Telephone**

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JPMorgan Chase Bank 100 N Tampa St, Floor 33 Tampa, FL 33602

813-483-8819

18. Describe policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

UES understands our client's desire for fast, accurate inspection results and how the execution of these services can dramtically impact both the project schedule and budget. In response, UES has developed proprietary software called FDC (Field Data Collection), which is one of the industry's most reliable and efficient methods for gathering, processing, and reporting data collected in the field.

19. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

See page 6.

20. Is the financial statement submitted with your proposal (if applicable) for the identical organization named on page one?

YES [ ] NO [X]

21. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

Obsidian Group Acquisitions, Inc. - Parent Subsidairy

22. What will be your turnaround time for written responses to City inquiries?

24 hours

23. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries, or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

None.

24. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Proposer 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 in which the dispute arose, and a description of the subject matter of the dispute.

Please see page 9.

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19. QUALITY ASSURANCE/QUALITY CONTROL MANAGEMENT METHODS

UES is committed to good professional practices and the quality of building inspection services provided to our clients. Quality Assurance can be made possible by using qualified personnel for each task, supervising and reviewing of these tasks by management and senior personnel, using approved methodology including standard operating procedures with good laboratory practices and measurement of the level of quality provided. It is our policy of our Quality Control Plan to provide quality inspection services to all of our clients while creating one of the most respected technical and managerial staffs supported by an accredited laboratory facility.

The objectives of our Quality Control Plan are to customize and develop innovative services and programs to meet our client's quality needs, improve and expand our inspection services, develop logistical and informational systems to maximize assets which speed delivery of accurate and complete documents.

The Project Manager and Project Engineer with the assistance of Field Supervisors are required to familiarize themselves with the quality documentation and to implement its policies and procedures to our technical staff. Management is responsible for having the quality system policy communicated to the field and office personnel so that the policies are understood and implemented per the Quality Manual.

UES has a reputation for providing high-quality services to clients. The cornerstone for providing this commitment to quality is quality management system procedures, which cover the services provided by the company. UES understands that a top priority for clients is quality inspection services. Our Project Manager and Project Engineer assure that top quality services will be provided by qualified and accredited personnel, modern and calibrated equipment will be utilized, and all personnel assigned to this contract will closely follow written procedures for inspection services to maintain a high level of quality in our services.

KEY QA/QC MANAGEMENT METHODS INCLUDE:

Detailed Pre-Inspection/Plan Review Protocols: Our team employs thorough checklists and code compliance guidelines tailored to the specific requirements of each jurisdiction.

Experienced, Certified Professionals: Our inspectors and plans examiners are licensed and trained to identify and address critical issues promptly, minimizing delays and ensuring project integrity.

Rigorous Peer Review Processes: Every inspection report and plan review undergoes a secondary review by senior staff to validate findings and confirm adherence to QA standards.

Ongoing Training and Standards Updates: UES ensures all team members stay current on code updates and best practices through regular training sessions and certifications.

Advanced Technology Integration: We leverage modern software solutions for documentation, report generation, and project tracking to improve accuracy and communication with stakeholders

Feedback and Continuous Improvement: Client feedback and internal performance metrics are regularly reviewed to refine processes and deliver superior service on future projects.

25. List and describe all criminal proceedings or hearings concerning business-related offenses to which the Proposer, its principals or officers, or predecessors' organization(s) were defendants.

None.

26. Has the Proposer, its principals, officers, or predecessors' organization(s) been convicted of a Public Entity Crime, debarred, or suspended from bidding by any government during the last five (5) years? If so, provide details.

No.

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the owner in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the owner to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) _____

(Title) Branch Manager

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing document was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 9th day of December, 2024, by Thomas Montano, as Branch Manager of Universal Engineering Sciences who is personally known to me or who has produced _____ as identification.

_____
Notary Public (Signature)

My Commission Expires: 2/18/2027

JENNIFER RIVERA
MY COMMISSION # HH 323323
EXPIRES: February 18, 2027

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24. LITIGATION INFORMATION

There has been no litigation or regulatory action that has been filed, pending or resolved against GFA International, Inc. (a/k/a GFA International, Inc. d/b/a Universal Engineering Sciences) in the past five (5) years other than the following:

1. On March 11, 2015, a complaint was filed against GFA, et al, by 2700 North Ocean Condominium Association, Inc. (Case No. 50-2014-CA-010718- XXXX-MB (AI) in the 15th Judicial Court in Palm Beach County). GFA provided third-party plan review, building inspections, threshold inspections and construction materials testing for two (2) 27-story condominium buildings(2700 North Ocean). The plaintiff(s) are alleging negligence for failure to properly inspect certain aspects of the building construction. GFA denied all liability and the case was settled on 11/10/20.

2. On February 21, 2017, a complaint was filed against GFA, et al, by Swire Pacific Holdings, Inc. (Case No. 2016-000804-CA-40) in the 11th Judicial Court in Miami-Dade County. GFA provided limited structural observations and construction materials testing on a 36-story condominium project (Asia Condominium). The plaintiff(s) alleged negligence for failure to properly inspect certain limited aspects of the building construction. GFA denied all liability and the case was settled and dismissed in July 2019.

3. On August 20, 2018, a complaint was filed by Stock Development against GFA, et al (Case No. 18-CA-003655 in the 20th Judicial Court in Lee County) involving alleged construction defects for a multi-building condominium project (Paseo) in Lee County. GFA provided private provider building inspections, third-party quality control inspections and construction materials testing for some of the buildings within the community in 2006-7. The plaintiff alledged negligence for failure to properly inspect certain aspects of the building construction. GFA denied all liability and was dismissed from the case on 03/15/2019. GFA was brought back into the case as a 4th party defendant on 1/14/2021 by a subcontractor but was dismissed from the case on 2/18/22.

4. On August 20, 2018, a complaint was filed by Stock Development against GFA, et al (Case No. 11-2018-CA-002256-0001-XX in the 20th Judicial Court in Collier County) involving alleged construction defects for a multi-building condominium project (Ole at Lely) in Collier County. GFA provided private provider building inspections, third-party quality control inspections and construction materials testing for some of the buildings within the community in 2006-7. GFA denied all liability and was dismissed from the case on 03/15/2019.

5. On February 1, 2017, a complaint was filed by Altman Glenewinkel Construction against Orange and Blue Construction (Case No. 50-2017-CA- 001280-XXXX-MB in the 15th Judicial Court in Palm Beach County) involving alleged construction defects for a 6-story apartment complex in Boca Raton (Altis Fairway Commons). On July 26, 2018, the complaint was amended to include GFA, et al. GFA provided private provider plan review, building inspections and threshold inspections for the project. The plaintiff is alleging negligence for failure to properly inspect certain aspects of the building construction. GFA denied all liability and was granted a Motion for Summary Judgment and Final Judgment in their favor on January 8, 2020. The Plaintiff has appealed the ruling to the 4th District. Court of Appeals (DCA). The 4th DCA affirmed the ruling and GFA was dismissed in 2021.

6. On June 25, 2019, a Complaint was filed by FCCI Insurance as subrogee to Coconut Creeks Hotels, LLC against GFA,et al in Case No. CACE-19-006066 in Broward County involving alleged construction defects and resulting water intrusion damage for a 4-story Hampton Inn and Suites Hotel in Coconut Creek Florida. GFA provided threshold inspections and construction materials testing. The plaintiff was alleging negligence for failure to properly inspect certain aspects of the building window construction. GFA denied all liability and after filing a 57.105 claim (frivolous lawsuit), was dismissed from the case on 11/15/2019.

7. On April 4, 2020, a Demand for Arbitration was filed to the American Arbitration Association Construction Panel by Old ADC, Inc. F/K/A Altman Development Corporation, against GFA International, Inc. (GFA) (CASE NO.: 01-20-0005- 0503) for the same alleged damages summarized in "Case 2" above "(Altman Glenewinkel Construction against Orange and Blue Construction (Case No. 50-2017-CA-001280-XXXX-MB in the 15th Judicial Court in Palm Beach County) which GFA was dismissed from. GFA denied all liability and filed a counterclaim. The case settled on June 6, 2023.

8. On February 5, 2020, a complaint was filed by Ave Maria University, Inc. against GFA (Case No. 11-2020-CA-000396-0001-XX in the 20th Judicial Court in Collier County) involving alleged construction defects for a 2-story recreational building in Naples, Florida (Tom Golisano Field House). GFA provided construction materials testing, private provider inspections and threshold inspections for the project. The plaintiff is alleging negligence for failure to properly inspect certain

aspects of the building construction. GFA denied all liability and the case was settled with GFA on 6/10/22.

9. On September 15, 2020, a complaint was filed by Edward and Susan Bradley against GFA (Case Style Edward J. Bradley and Susan Bradley v Sun Home Services, GFA - Case No. 20-0794CA in the 19th Circuit Court in Martin County, Florida) alleging improper treatment for termite damage for a modular home and subsequent termite damage. GFA provided Private Provider Plan Review and Inspection services for the project. The Plaintiff is alleging negligence against GFA for failure to ensure proper termite protection was provided. GFA denied all liability and the case was settled in May, 2021.

10. On July 12, 2021, a complaint was filed by Bruce Beasley against the Williams Company who filed a third-party complaint against GFA, et al) (Case Style BEASLEY NAPLES, LLC, a Florida limited liability company, BRIAN E. BEASLEY, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF GEORGE G. BEASLEY, and SHIRLEY ANN BEASLEY , vs. THE WILLIAMS GROUP, INC. - Case No. 11- 2021-CA-001142 in the 20th Circuit Court in Collier, Fl) alleging construction defects relating to exterior stone columns on a residential structure. GFA provided Private Provider Plan Review and Inspection services for the project. The Plaintiff is alleging negligence against GFA for failure to properly inspect. GFA denied all liability and the case was dismissed against GFA on June 1, 2022.

11. On March 20, 2023, a complaint was filed by Centra Falls Homeowners Association, Inc. against Centra Falls. LLC, et al, including a claim against GFA International, Inc. - Case No. CACE-23-000367 in the 17th Circuit Court in Broward, Fl alleging construction defects relating to building construction and site improvements. GFA provided material Quality Control testing services for the project. The Plaintiff is alleging negligence against GFA for failure to properly test soil and concrete materials installed as part of the construction. GFA has denied all liability and the case is still on-going.

12. On March 23, 2023, a complaint was filed by Nicole Perry (as individual) against GFA International, Inc., et al, - Case No. CACE-22-008820 in the 17th Circuit Court in Broward, Fl alleging construction of a dangerous condition at the Pompano Beach Parking Garage which caused a trip and fall accident. GFA provided material Geotechnical Engineering, Quality Control testing of construction materials and threshold inspection services for the project. The Plaintiff is alleging negligence against GFA for failure to identify a dangerous condition when the parking garage was constructed in 2016.

GFA denied all liability and the case against GFA was dismissed on 8/22/2023.

13. On August 11, 2023, a complaint was filed by South Florida Motor Sports, LLC and Moss & Associates, LLC against Apex Circuit Design, LTD, et al, including a claim against GFA International, Inc. d/b/a Universal Engineering Sciences - Case No. 2023-021255-CA-01 in the 11th Circuit Court in Miami-Dade, FL, alleging construction defects relating to design and construction of the site improvements associated with the Formula 1 Miami Grand Prix project Miami. GFA provided material Quality Control testing services for the project. The Plaintiff is alleging negligence against GFA for failure to properly test asphalt materials installed as part of the construction. GFA has denied all liability and the case is still on-going.

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P98000089761

Entity Name: GFA INTERNATIONAL, INC.

Current Principal Place of Business:

201 WALDO AVENUE
LEHIGH ACRES, FL 33971

Current Mailing Address:

201 WALDO AVENUE
LEHIGH ACRES, FL 33971 US

FEI Number: 65-0874962

FILED
Feb 19, 2024
Secretary of State
1871261630CC

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

COGENCY GLOBAL INC.
115 NORTH CALHOUN ST., SUITE 4
TALLAHASSEE, FL 32301 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT
Name	MERRICK, TRAVIS
Address	1215 WALLACE DRIVE
City-State-Zip:	DELRAY BEACH FL 33444

Title	TREASURER
Name	DEAR, MICHAEL
Address	1215 WALLACE DR.
City-State-Zip:	DELRAY BEACH FL 33444

Title	VP
Name	KAUB, FREDERICK
Address	1215 WALLACE DR.
City-State-Zip:	DELRAY BEACH FL 33444

Title	VP
Name	DANFORTH, PAUL
Address	1215 WALLACE DRIVE
City-State-Zip:	DELRAY BEACH FL 33444

Title	SECRETARY
Name	BUTTERFIELD, BENJAMIN
Address	1215 WALLACE DR.
City-State-Zip:	DELRAY BEACH FL 33444

Title	AMBR
Name	OBSIDIAN GROUP ACQUISITIONS, INC.
Address	4205 VINELAND ROAD SUITE L1
City-State-Zip:	ORLANDO FL 32811

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: BENJAMIN BUTTERFIELD SECRETARY 02/19/2024

Electronic Signature of Signing Officer/Director Detail — Date

CORPORATE CHARTER

State of Florida
Department of State

I certify from the records of this office that GFA INTERNATIONAL, INC. is a corporation organized under the laws of the State of Florida, filed on October 20, 1998.

The document number of this corporation is P98000089761.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 19, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Nineteenth day of February, 2024



Secretary of State

Tracking Number: 1871261630CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

FIRM BUSINESS LICENSE

Licensee Details

Licensee Information

Name:	**GFA INTERNATIONAL, INC.** (Primary Name) **UNIVERSAL ENGINEERING SCIENCES** (DBA Name)
Main Address:	**1215 WALLACE DRIVE** **DELRAY BEACH Florida 33444**
County:	**PALM BEACH**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Registry**
Rank:	**Registry**
License Number:	**4930**
Status:	**Current**
Licensure Date:	**02/12/1988**
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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PROPOSER NAME AND ADDRESS

GFA International, Inc. dba
Universal Engineering Sciences
3921 Westgate Ave
West Palm Beach, FL 33409
p: 561.347.0070 | www.teamues.com

ESTABLISHED

Corporation, 1998, Florida

AUTHORIZED IN FLORIDA

1988

OFFICERS

Travis Merrick - President
David Witsken- CEO
Vice President: Paul Danforth, PE
Ben Butterfield - General Counsel/Secretary

FEIN

65-0874962

DUNS

04-971-6504

ORGANIZATIONAL STRUCTURE

UES is a privately held, rapidly growing engineering and consulting firm with six decades of experience in geotechnical engineering, construction materials testing, building code compliance, threshold inspections and environmental consulting. With nearly 4,000 professionals across more than 90+ branches in high growth markets in the U.S., UES consults on projects of all sizes for public and private clients in industries ranging from transportation and healthcare to commercial, residential, and education.

Experienced and proven, UES is considered a pioneer of the industry and stands at the forefront of emerging technology and best practices. Our work includes public and private clients, as well as public-private partnerships, and consists of projects ranging from transportation and infrastructure to aviation and aerospace. Our engineers, geologists, certified inspectors, scientists, and drillers offer an unwavering commitment to excellence, approaching each project with the knowledge that precision, professionalism, and creative solutions are what drive success and cultivate enduring client relationships.

UNDERSTANDING OUR GROWTH

Founded in 1988, GFA International, Inc. (GFA) is a full-service Engineering and Geological consulting organization providing Building Code Inspection Services, as well as Environmental, Geotechnical, Construction Materials Testing, Threshold and Special Inspections, and Private Provider services, across a broad spectrum of industries.

In early 2020, GFA merged with Universal Engineering Sciences and additional leading engineering firms. This combination of like minded firms, complementary in professional services, core values, and customer service-centric views, formed the UES family of companies — the largest, most experienced, resource-rich organization of its kind in the U.S.

UES has 19 offices strategically located to service our clients throughout the State of Florida. For 60 years, UES has successfully built our state-wide reputation for superior service, trustworthy business management, and strict attention to health, safety and innovative engineering.



UNMATCHED RESOURCES

UES is well-versed in the Florida statutory code compliance nuances and has over 20+ years of experience in providing both private provider code compliance services and city/county building department services.

With a growing demand for construction plans review and inspection services, UES has become the most reliable, cost-effective resource for government extension assistance. We provide expert assistance to our municipal clients to help them improve their level of service to the community while simultaneously reducing their operational cost.

Our staff is certified to meet all the requirements of Florida Statute Chapters 468 Part XIII, 471, 481, and 633, as well as Florida Building Code Chapters 18 and 134, and can ensure compliance with local, state, and federal codes as well as the City building safety staff any other applicable Chapters of the County Planning and Development Department's codes and ordinances.

Our professional staff consists of multi-certified professionals who meet, and in most cases, surpass the minimum requirements as stated in the RFP with regards to education, certifications, and experience.

OUR CAPABILITIES

We understand that we will be providing Building Official Services for the City of Boynton Beach. All of our building officials are State of Florida Certificated as a Building Code Administrators and many hold several other certifications such as those for fire and electrical.

INSPECTION CREDENTIALS:

- Master Code Professional (International Code Council)
- Certified Building Official (International Code Council)
- Certified Building Official (Council of American Building Officials)
- Code Enforcement and Administration Professional (Southern Building Code Congress International)

UES IS CAPABLE OF PROVIDING THE FOLLOWING BUILDING CODE SERVICES:

- Inspection and Plan Review Services
- Quality Assurance Services
- Punchlist Origination Services
- Threshold/Balcony Inspection Services
- Due Diligence/Property Condition Assessment Services
- Window Testing
- Blower Door Testing
- Stucco Evaluations
- Photometric Studies
- Green Building Evaluation
- Sound Measurements

TECHNICAL CAPABILITIES

Our firm offers a highly qualified team of licensed Building Officials, Inspectors, and Plans Examiners, supported by advanced equipment, software, and materials. We assign work based on team member expertise and project needs, ensuring the right personnel are allocated for each task. Our team includes specialists in structural, roofing, plumbing, electrical, gas, fire prevention, mechanical systems, accessibility, and energy compliance. We maintain a high level of service through well-established procedures, regular training, and stringent quality control protocols to meet Florida's regulatory standards.

With 19 locations throughout Florida, UES is capable of performing services for a range of clientele and locations.

Our West Palm Beach (WPB) branch is located at 3921 Westgate Ave, West Palm Beach, FL 33409. The WPB office is 15 miles (driving distance) from the City and will provide primary project management for this contract.

The branch includes a staff of 75, including dedicated professionals familiar with the region's geographic conditions and state, county, and city regulations.

Our South Florida locations boast immensely qualified staff, including a Lead Special Inspector with more than three decades of experience, as well as:

- 9 Florida Registered Professional Engineers
- 7 Engineering Interns
- 3 Special Inspectors for Threshold Buildings
- 5 Florida Licensed Building Officials
- 3 ICC Master Code Professionals
- 11 Florida Licensed Plan Reviewers
- 23 Florida Licensed Building Inspectors

UES personnel are familiar with local conditions and practices within the immediate service area. Having performed myriad efforts in South Florida, including the City of Boynton Beach and West Palm Beach, our professionals offer detailed, up-to-date knowledge of the practices needed to assist the City on future projects.

Our West Palm Beach office also benefits from a network of support via our additional South Florida locations, including Port St. Lucie, Fort Myers, Delray Beach, Naples, Miami, and Clewiston.

NON-COLLUSION AFFIDAVIT AND CERTIFICATION OF PROPOSER

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

State of Florida)
:
County of Saint Lucie)

Thomas Montano, being first duly sworn, deposes and says that:

1) He/She is Branch Manager (Title) of GFA International, Inc dba Universal Engineering Sciences (Name of Corporation or Integrator), the proposer that has submitted the attached BID:

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

3) By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion;

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, integrator 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, integrator 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 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

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.

6) BIDDER shall disclose below, to their best knowledge, any City of Boynton Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2022), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Boynton Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

7) Failure to submit this executed statement as part of the bid shall make the bid non-responsive and not eligible for award consideration. In the event the BIDDER does not indicate any names, the CITY shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a BIDDER to disclose any

relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	RELATIONSHIP

Witnesses:
Antonio Torres
Typed name:
Jill Rowland
Typed name:

BIDDER: GFA International, Inc. DBA Universal Engineering Sciences
Signed:
Name: Thomas Montano
Title: Branch Manager

STATE OF Florida)
COUNTY OF Saint Lucie)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 2nd day of December, 2024, by Thomas Montano, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 2nd day of December, 20 24

KARLA V. GABAY
MY COMMISSION EXPIRES DECEMBER 18, 2025
#HH 166831
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Karla V. Gabay
Notary Public (Signature)

My Commission Expires: December 19, 2025

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E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

Project Name: **Financial Auditing Services**

Solicitation No.: **FIN24-036**

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
   a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
   b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and
   c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

   a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
   b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
   c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

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d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: GFA International, Inc dba Universal Engineering Sciences
Authorized Signature:
Print Name: Tom Montano, PE
Title Branch Manager
Date: 12/2/24
Phone: 561-560-4220

STATE OF Florida)
COUNTY OF Saint Lucie)

The foregoing instrument was acknowledged before me by means of X physical presence or ☐ online notarization, this 2nd day of December, 2024, by Thomas Montano on behalf of GFA International dba Universal Engineering Sciences. He/she is personally known to me or has produced _____ as identification.

KARLA V. GABAY
MY COMMISSION EXPIRES DECEMBER 18, 2025
#HH 166831
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Karla V. Gabay
NOTARY PUBLIC

Karla V. Gabay
(Name of Notary Typed, Printed or Stamped)

Title or Rank

Serial number, if any

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CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

I, Tom Montano, PE, on behalf of GFA International, Inc dba Universal Engineering Sciences certify

Print Name and Title — Company Name

that GFA International, Inc dba Universal Engineering Sciences does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Consultant of the City's determination concerning the false certification. The Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

1) Contracting with companies for goods or services if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may

subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

GFA International, Inc dba
Universal Engineering Sciences

COMPANY NAME

SIGNATURE

Tom Montano, PE

PRINT NAME

Branch Manager

TITLE

December 2, 2024

DATE

STATE OF Florida)
COUNTY OF Saint Lucie)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 2nd day of December, 2024, by Thomas Montano, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 2nd day of December, 2024

KARLA V. GABAY
MY COMMISSION EXPIRES
DECEMBER 18, 2025
#HH 166831
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Karla V. Gabay
Notary Public (Signature)

December 18, 2024
My Commission Expires:

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AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: December 2, 2024

Entity: GFA International, Inc dba Universal Engineering Sciences

Signed: _____

Name: Tom Montano, PE

Title: Branch Manager

STATE OF Florida
COUNTY OF Saint Lucie

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 2 day of December, 2024, by Thomas Montano, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Karla V Gabay

Print Name: Karla V. Gabay

State of Florida at Large (Seal)

KARLA V GABAY
MY COMMISSION EXPIRES DECEMBER 18, 2025
#HH 166831
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: December 18, 2025

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR
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AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

TO BE COMPLETED AND UPLOADED ONLINE

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: December 2, , 2024

Signed: _____

Entity: GFA International, Inc dba Universal Engineering Sciences

Name: Tom Montano, PE

Title: Branch Manager

STATE OF Florida
COUNTY OF Saint Lucie

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 2 day of December, 2024, by Thomas Montano, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Karla V. Gabay

State of Florida at Large (Seal)

KARLA V. GABAY
MY COMMISSION EXPIRES
DECEMBER 18, 2025
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Print Name: Karla V. Gabay

My commission expires: December 18, 2025

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RFP No. BD25-014R

PROFESSIONAL SERVICES AGREEMENT FOR SUPPLEMENTAL BUILDING INSPECTIONS AND PLAN REVIEW SERVICES

UES™

Grounded in Excellence

1427

TAB A

Letter of Interest

Date: December 10, 2024

Attention: City of Boynton Beach
Room 115
100 E. Ocean Avenue
Boynton Beach, FL 33435

Reference: RFP No. BD25-014R Building Inspections and Plan Review Services

Dear City of Boynton Beach Building Division:

GFA International Inc. dba Universal Engineering Sciences (UES) truly appreciates the opportunity to present our services and experience to the City of Boyton Beach (The City) in response to this solicitation for RFP No. BD25-014R Building Inspections and Plan Review Services. **We are confident that our capabilities and experience position UES as the ideal firm to execute said scope and we make a positive commitment to perform the work in a timely manner.**

Our West Palm Beach office is staffed with dedicated professionals familiar with the region's geographic conditions, state, county, and city regulations and who have developed strong working relationships with local specialized sub-consultants and vendors.

Our team has decades of experience providing expert plans reviews for clientele and complex projects of all sizes, including municipalities similar to the City of Boynton Beach. Clients we have provided these services to include the City of Boynton Beach, The School Board of Palm Beach County, City of West Palm Beach, Town of Jupiter, and Indian River. Our team's technical expertise and specialized training, a fleet of equipment, and broad scope of capabilities have assisted our clients in finding solutions to complex and difficult challenges on various projects.

We understand that the selected firm must be appropriately qualified, licensed, and be an experienced vendor fully capable of providing inspections, plan reviews, and code compliance, in accordance with Chapter 468, Part XII, Building Code Administrators & Inspectors; and Chapter 553, Building Construction Standards. The individuals performing these duties must possess valid licenses that are in good standing with the Department of Business and Professional Regulation. We also understand that this contract requires licensure in all disciplines inspection personnel will inspect.

Our mission is to provide the City with cost-effective, efficient, and accurate Inspection Services. Integrity is the keystone of our business relationship with all of our clients.

When you work with UES, you'll be interacting with industry professionals who pride themselves on the highest level of integrity, dependability, ethics, and quality of work and who are also exceptionally innovative, dynamic, and responsive. We want the City to think of UES as an extension your staff and your trusted advisors.

Authorized Representatives/Vendor Service Representatives

Tom Montano, PE
Branch Manager
3921 Westgate Ave
West Palm Beach, FL 33409
(772) 204-4239
tmontano@teamues.com

Matthew Chaney, BN
Building Inspections Department Manager
3921 Westgate Ave
West Palm Beach, FL 33409
(904) 673-0626
mchaney@teamues.com

Matt Chaney, EI, will serve as Project Manager for this contract. He will assign personnel as projects are awarded and will oversee each project personally. Matt will be involved in defining the scope of services and in developing the budget for each.

Our Principals have thoroughly reviewed and understand this RFP, its related documents, and the anticipated scope of work. UES commits to provide all of the proposed services listed in the RFP documents.

Our team is ready to serve as an extension to your staff, and we will represent the City in the best possible way. UES appreciates the opportunity to be of service to the City in support of this contract and we look forward to your favorable reply. On behalf of our entire team, we would like to thank you for this opportunity, your time, and your consideration.

Respectfully,

UES

Tom Montano, PE
Branch Manager
3921 Westgate Ave
West Palm Beach, FL 33409
(772) 204-4239
tmontano@teamues.com



TAB B

Firm's Qualifications

PROPOSER'S QUALIFICATION STATEMENT

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: City of Boynton Beach
Procurement Services
100 E. Ocean Avenue
Boynton Beach, Florida 33435

Submitted By:
Name: GFA International, Inc dba Universal Engineering Sciences
Address: 3921 Westgate Ave.
CITY, State, Zip: West Palm Beach, FL 33409
Telephone No.: (561) 560-4220
Fax No.: N/A
Email Address.: MChaney@teamues.com

Check One	
Corporation	X
Partnership	
Individual	
Other	

1. State the true, exact, correct, and complete name of the partnership, corporation, trade, or fictitious name under which you do business and the address of the place of business.

   The correct name of the Proposer is:
   GFA International, Inc. dba Universal Engineering Sciences

   The address of the principal place of business is:
   3921 Westgate Ave., West Palm Beach, FL 33409

2. If Proposer is a corporation, answer the following:

   a. Date of Incorporation: 1998
   b. State of Incorporation: Florida
   c. President's name: Travis Merrick
   d. Vice President's name: Paul Danforth
   e. Secretary's name: Benjamin Butterfield
   f. Treasurer's name: Michael Dear
   g. Name and address of Resident Agent: N/A

3. If Proposer is an individual or a partnership, answer the following:

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a. Date of organization: N/A

b. Name, address and ownership units of all partners:

N/A

c. State whether general or limited partnership: N/A

4. If Proposer is other than an individual, corporation, or partnership, describe the organization and give the name and address of principals:

N/A

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A

6. How many years has your organization been in business under its present business name?

26+

Under what other former names has your organization operated?

None.

7. Indicate registration, license numbers, or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach the certificate of competency and/or state registration.

Firm Engineering Registry #4930

State Registration #P98000089761

8. Did you attend the Pre-Proposal Conference if any such conference was held?

YES [ ] NO [X]

9. Have you ever failed to complete any work awarded to you? If so, state when, where, and why:

No.

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

Please see page 3.

11. State the name of the individual who will have personal supervision of the work:

Matthew Chaney, EI

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KEY PERSONNEL

Tom Montano, PE, brings over 13 years of experience in the construction industry to his role as Branch Manager. He oversees all branch operations, including staff management and project execution, ensuring that the work performed meets the highest quality and client satisfaction standards. Tom is actively involved in all aspects of the business, from client relations and project management to scheduling and staff training. His diverse project management portfolio includes educational and industrial facilities, ports, aviation projects, commercial developments, multi-story condominiums, and infrastructure projects, highlighting his versatility and expertise.

Matthew Chaney, BN, a licensed standard inspector with eight years of experience, serves as the manager of the building inspections department at UES. In this role, he oversees inspection teams and manages all inspections performed by the branch, ensuring quality and compliance across various projects. Alongside his expertise in building inspections, Matthew has extensive geotechnical and structural engineering knowledge, providing valuable insight into complex projects. His project experience includes serving on Continuing Contracts with the Town of Jupiter, Martin County, and Indian River County, Florida, showcasing his commitment to delivering reliable and efficient inspection services.

Michael Keenan, CBO, BN, PX, recently joined UES, bringing extensive experience in residential and commercial new construction and remodeling projects. With a strong background in plan review and inspection across structural, mechanical, electrical, and plumbing disciplines, he has worked on a diverse range of construction types, including residential, commercial, and industrial facilities; schools; fire department buildings; antenna towers; hotels; apartment buildings; marinas; fuel dispensing stations; retail spaces; assisted living facilities; parks and recreation areas; and water treatment facilities. In his previous role as an acting building official, Michael successfully implemented policy changes within local government and played a key role in facilitating an interlocal agreement that streamlined inspection and plan review services between two municipalities.

Derek Wiechmann, PG, CBO, and ICC-Certified Plans Examiner, brings over 30 years of combined experience in engineering and construction to UES. His expertise spans civil and geotechnical engineering, geology, building official duties, and plans examination. With a deep understanding of engineering principles and construction practices, Derek provides invaluable insights across diverse projects, ensuring compliance with industry standards and regulations. His extensive experience enhances UES' capabilities in delivering high-quality services in geotechnical, civil, and building inspection disciplines.

Dennis Hanrahan, PE, BX, PX, brings over 27 years of Building inspection and Code Compliance experience to UES. He has provided inspection and plan review services for numerous municipalities, school districts, counties, cities, and government agencies. His expertise spans many projects, from small single-family residences to high-rise condominiums and apartment complexes throughout South Florida. With a comprehensive understanding of the latest Florida Building Codes, Dennis ensures compliance and quality in every project, contributing to the successful execution of diverse construction and development initiatives.

12. State the name and address of the attorney, if any, for the business of the Proposer:
Benjamin Butterfield, General Counsel, 4205 Vineland Road, Suite L1, Orlando, FL 32811

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:
Obsidian Group Acquisitions, Inc. - 100%

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Proposer:
N/A

15. State the name of the Surety Company which will be providing the bond (if applicable), and the name and address of the agent:
United States Fire Insurance Company, John E. Genet
5909 Peachtree Dunwoody Road, Suite 800, Atlanta, GA 30328

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

		Revenue Index Number
a.	Government Related Work	10
b.	Non-Governmental Related Work	10
	Total Work (a +b):	20

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

17. Bank References:

Bank **Address** **Telephone**

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JPMorgan Chase Bank 100 N Tampa St, Floor 33 Tampa, FL 33602

813-483-8819

18. Describe policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

UES understands our client's desire for fast, accurate inspection results and how the execution of these services can dramtically impact both the project schedule and budget. In response, UES has developed proprietary software called FDC (Field Data Collection), which is one of the industry's most reliable and efficient methods for gathering, processing, and reporting data collected in the field.

19. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

See page 6.

20. Is the financial statement submitted with your proposal (if applicable) for the identical organization named on page one?

YES [ ] NO [X]

21. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

Obsidian Group Acquisitions, Inc. - Parent Subsidairy

22. What will be your turnaround time for written responses to City inquiries?

24 hours

23. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries, or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

None.

24. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Proposer 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 in which the dispute arose, and a description of the subject matter of the dispute.

Please see page 9.

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19. QUALITY ASSURANCE/QUALITY CONTROL MANAGEMENT METHODS

UES is committed to good professional practices and the quality of building inspection services provided to our clients. Quality Assurance can be made possible by using qualified personnel for each task, supervising and reviewing of these tasks by management and senior personnel, using approved methodology including standard operating procedures with good laboratory practices and measurement of the level of quality provided. It is our policy of our Quality Control Plan to provide quality inspection services to all of our clients while creating one of the most respected technical and managerial staffs supported by an accredited laboratory facility.

The objectives of our Quality Control Plan are to customize and develop innovative services and programs to meet our client's quality needs, improve and expand our inspection services, develop logistical and informational systems to maximize assets which speed delivery of accurate and complete documents.

The Project Manager and Project Engineer with the assistance of Field Supervisors are required to familiarize themselves with the quality documentation and to implement its policies and procedures to our technical staff. Management is responsible for having the quality system policy communicated to the field and office personnel so that the policies are understood and implemented per the Quality Manual.

UES has a reputation for providing high-quality services to clients. The cornerstone for providing this commitment to quality is quality management system procedures, which cover the services provided by the company. UES understands that a top priority for clients is quality inspection services. Our Project Manager and Project Engineer assure that top quality services will be provided by qualified and accredited personnel, modern and calibrated equipment will be utilized, and all personnel assigned to this contract will closely follow written procedures for inspection services to maintain a high level of quality in our services.

KEY QA/QC MANAGEMENT METHODS INCLUDE:

Detailed Pre-Inspection/Plan Review Protocols: Our team employs thorough checklists and code compliance guidelines tailored to the specific requirements of each jurisdiction.

Experienced, Certified Professionals: Our inspectors and plans examiners are licensed and trained to identify and address critical issues promptly, minimizing delays and ensuring project integrity.

Rigorous Peer Review Processes: Every inspection report and plan review undergoes a secondary review by senior staff to validate findings and confirm adherence to QA standards.

Ongoing Training and Standards Updates: UES ensures all team members stay current on code updates and best practices through regular training sessions and certifications.

Advanced Technology Integration: We leverage modern software solutions for documentation, report generation, and project tracking to improve accuracy and communication with stakeholders

Feedback and Continuous Improvement: Client feedback and internal performance metrics are regularly reviewed to refine processes and deliver superior service on future projects.

25. List and describe all criminal proceedings or hearings concerning business-related offenses to which the Proposer, its principals or officers, or predecessors' organization(s) were defendants.

None.

26. Has the Proposer, its principals, officers, or predecessors' organization(s) been convicted of a Public Entity Crime, debarred, or suspended from bidding by any government during the last five (5) years? If so, provide details.

No.

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the owner in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the owner to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) _____

(Title) Branch Manager

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing document was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 9th day of December, 2024, by Thomas Montano, as Branch Manager of Universal Engineering Sciences who is personally known to me or who has produced _____ as identification.

_____
Notary Public (Signature)

My Commission Expires: 2/18/2027

JENNIFER RIVERA
MY COMMISSION # HH 323323
EXPIRES: February 18, 2027

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24. LITIGATION INFORMATION

There has been no litigation or regulatory action that has been filed, pending or resolved against GFA International, Inc. (a/k/a GFA International, Inc. d/b/a Universal Engineering Sciences) in the past five (5) years other than the following:

1. On March 11, 2015, a complaint was filed against GFA, et al, by 2700 North Ocean Condominium Association, Inc. (Case No. 50-2014-CA-010718- XXXX-MB (AI) in the 15th Judicial Court in Palm Beach County). GFA provided third-party plan review, building inspections, threshold inspections and construction materials testing for two (2) 27-story condominium buildings(2700 North Ocean). The plaintiff(s) are alleging negligence for failure to properly inspect certain aspects of the building construction. GFA denied all liability and the case was settled on 11/10/20.

2. On February 21, 2017, a complaint was filed against GFA, et al, by Swire Pacific Holdings, Inc. (Case No. 2016-000804-CA-40) in the 11th Judicial Court in Miami-Dade County. GFA provided limited structural observations and construction materials testing on a 36-story condominium project (Asia Condominium). The plaintiff(s) alleged negligence for failure to properly inspect certain limited aspects of the building construction. GFA denied all liability and the case was settled and dismissed in July 2019.

3. On August 20, 2018, a complaint was filed by Stock Development against GFA, et al (Case No. 18-CA-003655 in the 20th Judicial Court in Lee County) involving alleged construction defects for a multi-building condominium project (Paseo) in Lee County. GFA provided private provider building inspections, third-party quality control inspections and construction materials testing for some of the buildings within the community in 2006-7. The plaintiff alledged negligence for failure to properly inspect certain aspects of the building construction. GFA denied all liability and was dismissed from the case on 03/15/2019. GFA was brought back into the case as a 4th party defendant on 1/14/2021 by a subcontractor but was dismissed from the case on 2/18/22.

4. On August 20, 2018, a complaint was filed by Stock Development against GFA, et al (Case No. 11-2018-CA-002256-0001-XX in the 20th Judicial Court in Collier County) involving alleged construction defects for a multi-building condominium project (Ole at Lely) in Collier County. GFA provided private provider building inspections, third-party quality control inspections and construction materials testing for some of the buildings within the community in 2006-7. GFA denied all liability and was dismissed from the case on 03/15/2019.

5. On February 1, 2017, a complaint was filed by Altman Glenewinkel Construction against Orange and Blue Construction (Case No. 50-2017-CA- 001280-XXXX-MB in the 15th Judicial Court in Palm Beach County) involving alleged construction defects for a 6-story apartment complex in Boca Raton (Altis Fairway Commons). On July 26, 2018, the complaint was amended to include GFA, et al. GFA provided private provider plan review, building inspections and threshold inspections for the project. The plaintiff is alleging negligence for failure to properly inspect certain aspects of the building construction. GFA denied all liability and was granted a Motion for Summary Judgment and Final Judgment in their favor on January 8, 2020. The Plaintiff has appealed the ruling to the 4th District. Court of Appeals (DCA). The 4th DCA affirmed the ruling and GFA was dismissed in 2021.

6. On June 25, 2019, a Complaint was filed by FCCI Insurance as subrogee to Coconut Creeks Hotels, LLC against GFA,et al in Case No. CACE-19-006066 in Broward County involving alleged construction defects and resulting water intrusion damage for a 4-story Hampton Inn and Suites Hotel in Coconut Creek Florida. GFA provided threshold inspections and construction materials testing. The plaintiff was alleging negligence for failure to properly inspect certain aspects of the building window construction. GFA denied all liability and after filing a 57.105 claim (frivolous lawsuit), was dismissed from the case on 11/15/2019.

7. On April 4, 2020, a Demand for Arbitration was filed to the American Arbitration Association Construction Panel by Old ADC, Inc. F/K/A Altman Development Corporation, against GFA International, Inc. (GFA) (CASE NO.: 01-20-0005- 0503) for the same alleged damages summarized in "Case 2" above "(Altman Glenewinkel Construction against Orange and Blue Construction (Case No. 50-2017-CA-001280-XXXX-MB in the 15th Judicial Court in Palm Beach County) which GFA was dismissed from. GFA denied all liability and filed a counterclaim. The case settled on June 6, 2023.

8. On February 5, 2020, a complaint was filed by Ave Maria University, Inc. against GFA (Case No. 11-2020-CA-000396-0001-XX in the 20th Judicial Court in Collier County) involving alleged construction defects for a 2-story recreational building in Naples, Florida (Tom Golisano Field House). GFA provided construction materials testing, private provider inspections and threshold inspections for the project. The plaintiff is alleging negligence for failure to properly inspect certain

aspects of the building construction. GFA denied all liability and the case was settled with GFA on 6/10/22.

9. On September 15, 2020, a complaint was filed by Edward and Susan Bradley against GFA (Case Style Edward J. Bradley and Susan Bradley v Sun Home Services, GFA - Case No. 20-0794CA in the 19th Circuit Court in Martin County, Florida) alleging improper treatment for termite damage for a modular home and subsequent termite damage. GFA provided Private Provider Plan Review and Inspection services for the project. The Plaintiff is alleging negligence against GFA for failure to ensure proper termite protection was provided. GFA denied all liability and the case was settled in May, 2021.

10. On July 12, 2021, a complaint was filed by Bruce Beasley against the Williams Company who filed a third-party complaint against GFA, et al) (Case Style BEASLEY NAPLES, LLC, a Florida limited liability company, BRIAN E. BEASLEY, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF GEORGE G. BEASLEY, and SHIRLEY ANN BEASLEY , vs. THE WILLIAMS GROUP, INC. - Case No. 11- 2021-CA-001142 in the 20th Circuit Court in Collier, Fl) alleging construction defects relating to exterior stone columns on a residential structure. GFA provided Private Provider Plan Review and Inspection services for the project. The Plaintiff is alleging negligence against GFA for failure to properly inspect. GFA denied all liability and the case was dismissed against GFA on June 1, 2022.

11. On March 20, 2023, a complaint was filed by Centra Falls Homeowners Association, Inc. against Centra Falls. LLC, et al, including a claim against GFA International, Inc. - Case No. CACE-23-000367 in the 17th Circuit Court in Broward, Fl alleging construction defects relating to building construction and site improvements. GFA provided material Quality Control testing services for the project. The Plaintiff is alleging negligence against GFA for failure to properly test soil and concrete materials installed as part of the construction. GFA has denied all liability and the case is still on-going.

12. On March 23, 2023, a complaint was filed by Nicole Perry (as individual) against GFA International, Inc., et al, - Case No. CACE-22-008820 in the 17th Circuit Court in Broward, Fl alleging construction of a dangerous condition at the Pompano Beach Parking Garage which caused a trip and fall accident. GFA provided material Geotechnical Engineering, Quality Control testing of construction materials and threshold inspection services for the project. The Plaintiff is alleging negligence against GFA for failure to identify a dangerous condition when the parking garage was constructed in 2016.

GFA denied all liability and the case against GFA was dismissed on 8/22/2023.

13. On August 11, 2023, a complaint was filed by South Florida Motor Sports, LLC and Moss & Associates, LLC against Apex Circuit Design, LTD, et al, including a claim against GFA International, Inc. d/b/a Universal Engineering Sciences - Case No. 2023-021255-CA-01 in the 11th Circuit Court in Miami-Dade, FL, alleging construction defects relating to design and construction of the site improvements associated with the Formula 1 Miami Grand Prix project Miami. GFA provided material Quality Control testing services for the project. The Plaintiff is alleging negligence against GFA for failure to properly test asphalt materials installed as part of the construction. GFA has denied all liability and the case is still on-going.

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P98000089761

Entity Name: GFA INTERNATIONAL, INC.

Current Principal Place of Business:

201 WALDO AVENUE
LEHIGH ACRES, FL 33971

Current Mailing Address:

201 WALDO AVENUE
LEHIGH ACRES, FL 33971 US

FEI Number: 65-0874962

FILED
Feb 19, 2024
Secretary of State
1871261630CC

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

COGENCY GLOBAL INC.
115 NORTH CALHOUN ST., SUITE 4
TALLAHASSEE, FL 32301 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT
Name	MERRICK, TRAVIS
Address	1215 WALLACE DRIVE
City-State-Zip:	DELRAY BEACH FL 33444

Title	TREASURER
Name	DEAR, MICHAEL
Address	1215 WALLACE DR.
City-State-Zip:	DELRAY BEACH FL 33444

Title	VP
Name	KAUB, FREDERICK
Address	1215 WALLACE DR.
City-State-Zip:	DELRAY BEACH FL 33444

Title	VP
Name	DANFORTH, PAUL
Address	1215 WALLACE DRIVE
City-State-Zip:	DELRAY BEACH FL 33444

Title	SECRETARY
Name	BUTTERFIELD, BENJAMIN
Address	1215 WALLACE DR.
City-State-Zip:	DELRAY BEACH FL 33444

Title	AMBR
Name	OBSIDIAN GROUP ACQUISITIONS, INC.
Address	4205 VINELAND ROAD SUITE L1
City-State-Zip:	ORLANDO FL 32811

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: BENJAMIN BUTTERFIELD SECRETARY 02/19/2024

Electronic Signature of Signing Officer/Director Detail — Date

CORPORATE CHARTER

State of Florida
Department of State

I certify from the records of this office that GFA INTERNATIONAL, INC. is a corporation organized under the laws of the State of Florida, filed on October 20, 1998.

The document number of this corporation is P98000089761.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 19, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Nineteenth day of February, 2024



Secretary of State

Tracking Number: 1871261630CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

FIRM BUSINESS LICENSE

Licensee Details

Licensee Information

Name:	**GFA INTERNATIONAL, INC.** (Primary Name) **UNIVERSAL ENGINEERING SCIENCES** (DBA Name)
Main Address:	**1215 WALLACE DRIVE** **DELRAY BEACH Florida 33444**
County:	**PALM BEACH**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Registry**
Rank:	**Registry**
License Number:	**4930**
Status:	**Current**
Licensure Date:	**02/12/1988**
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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PROPOSER NAME AND ADDRESS

GFA International, Inc. dba
Universal Engineering Sciences
3921 Westgate Ave
West Palm Beach, FL 33409
p: 561.347.0070 | www.teamues.com

ESTABLISHED

Corporation, 1998, Florida

AUTHORIZED IN FLORIDA

1988

OFFICERS

Travis Merrick - President
David Witsken- CEO
Vice President: Paul Danforth, PE
Ben Butterfield - General Counsel/Secretary

FEIN

65-0874962

DUNS

04-971-6504

ORGANIZATIONAL STRUCTURE

UES is a privately held, rapidly growing engineering and consulting firm with six decades of experience in geotechnical engineering, construction materials testing, building code compliance, threshold inspections and environmental consulting. With nearly 4,000 professionals across more than 90+ branches in high growth markets in the U.S., UES consults on projects of all sizes for public and private clients in industries ranging from transportation and healthcare to commercial, residential, and education.

Experienced and proven, UES is considered a pioneer of the industry and stands at the forefront of emerging technology and best practices. Our work includes public and private clients, as well as public-private partnerships, and consists of projects ranging from transportation and infrastructure to aviation and aerospace. Our engineers, geologists, certified inspectors, scientists, and drillers offer an unwavering commitment to excellence, approaching each project with the knowledge that precision, professionalism, and creative solutions are what drive success and cultivate enduring client relationships.

UNDERSTANDING OUR GROWTH

Founded in 1988, GFA International, Inc. (GFA) is a full-service Engineering and Geological consulting organization providing Building Code Inspection Services, as well as Environmental, Geotechnical, Construction Materials Testing, Threshold and Special Inspections, and Private Provider services, across a broad spectrum of industries.

In early 2020, GFA merged with Universal Engineering Sciences and additional leading engineering firms. This combination of like minded firms, complementary in professional services, core values, and customer service-centric views, formed the UES family of companies — the largest, most experienced, resource-rich organization of its kind in the U.S.

UES has 19 offices strategically located to service our clients throughout the State of Florida. For 60 years, UES has successfully built our state-wide reputation for superior service, trustworthy business management, and strict attention to health, safety and innovative engineering.



UNMATCHED RESOURCES

UES is well-versed in the Florida statutory code compliance nuances and has over 20+ years of experience in providing both private provider code compliance services and city/county building department services.

With a growing demand for construction plans review and inspection services, UES has become the most reliable, cost-effective resource for government extension assistance. We provide expert assistance to our municipal clients to help them improve their level of service to the community while simultaneously reducing their operational cost.

Our staff is certified to meet all the requirements of Florida Statute Chapters 468 Part XIII, 471, 481, and 633, as well as Florida Building Code Chapters 18 and 134, and can ensure compliance with local, state, and federal codes as well as the City building safety staff any other applicable Chapters of the County Planning and Development Department's codes and ordinances.

Our professional staff consists of multi-certified professionals who meet, and in most cases, surpass the minimum requirements as stated in the RFP with regards to education, certifications, and experience.

OUR CAPABILITIES

We understand that we will be providing Building Official Services for the City of Boynton Beach. All of our building officials are State of Florida Certificated as a Building Code Administrators and many hold several other certifications such as those for fire and electrical.

INSPECTION CREDENTIALS:

- Master Code Professional (International Code Council)
- Certified Building Official (International Code Council)
- Certified Building Official (Council of American Building Officials)
- Code Enforcement and Administration Professional (Southern Building Code Congress International)

UES IS CAPABLE OF PROVIDING THE FOLLOWING BUILDING CODE SERVICES:

- Inspection and Plan Review Services
- Quality Assurance Services
- Punchlist Origination Services
- Threshold/Balcony Inspection Services
- Due Diligence/Property Condition Assessment Services
- Window Testing
- Blower Door Testing
- Stucco Evaluations
- Photometric Studies
- Green Building Evaluation
- Sound Measurements

TECHNICAL CAPABILITIES

Our firm offers a highly qualified team of licensed Building Officials, Inspectors, and Plans Examiners, supported by advanced equipment, software, and materials. We assign work based on team member expertise and project needs, ensuring the right personnel are allocated for each task. Our team includes specialists in structural, roofing, plumbing, electrical, gas, fire prevention, mechanical systems, accessibility, and energy compliance. We maintain a high level of service through well-established procedures, regular training, and stringent quality control protocols to meet Florida's regulatory standards.

With 19 locations throughout Florida, UES is capable of performing services for a range of clientele and locations.

Our West Palm Beach (WPB) branch is located at 3921 Westgate Ave, West Palm Beach, FL 33409. The WPB office is 15 miles (driving distance) from the City and will provide primary project management for this contract.

The branch includes a staff of 75, including dedicated professionals familiar with the region's geographic conditions and state, county, and city regulations.

Our South Florida locations boast immensely qualified staff, including a Lead Special Inspector with more than three decades of experience, as well as:

- 9 Florida Registered Professional Engineers
- 7 Engineering Interns
- 3 Special Inspectors for Threshold Buildings
- 5 Florida Licensed Building Officials
- 3 ICC Master Code Professionals
- 11 Florida Licensed Plan Reviewers
- 23 Florida Licensed Building Inspectors

UES personnel are familiar with local conditions and practices within the immediate service area. Having performed myriad efforts in South Florida, including the City of Boynton Beach and West Palm Beach, our professionals offer detailed, up-to-date knowledge of the practices needed to assist the City on future projects.

Our West Palm Beach office also benefits from a network of support via our additional South Florida locations, including Port St. Lucie, Fort Myers, Delray Beach, Naples, Miami, and Clewiston.

TAB C

Qualifications of Project Team and Availability of Specialty Resources

A. ORGANIZATIONAL CHART



Tom Montano, PE

Branch Manager

Tom has over 13 years of experience in the construction industry. As UES' Port St. Lucie Branch Manager, Tom is responsible for overseeing his staff and all the work that is performed from the branch office. He is involved in all aspects of the business, including client relations, project management, scheduling, and training. Tom's project management experience includes educational facilities, industrial facilities, port, aviation, commercial facilities, multi-story condominiums, and infrastructure projects.

Education

BS, Civil Engineering, Rensselear Polytechnic Institute

Years of Experience

13

Licenses

- Professional Engineer - FL #84146

PROJECT EXPERIENCE

Continuing Contract - Town of Jupiter

Jupiter, FL

UES is providing professional building inspections, plan review services and permit technicians for all town-wide construction projects. Tom serves as Branch Manager.

Continuing Contract - Martin County, Florida

Martin County, FL

UES is providing municipal support to Martin County during a continuing contract piggybacked from the Town of Jupiter. The scope includes professional building inspections, and plan review services. Tom serves as Branch Manager.

Continuing Contract - Indian River County, Florida

Indian River County, FL

UES is providing municipal support to Indian River County during a continuing contract. The scope includes professional code compliance inspections. Tom serves as Branch Manager.

Bent Creek Inspections/Plan Reviews

Fort Pierce, FL

Tom served as the Branch Manager during UES' services at the Bent Creek single-family home community in Fort Pierce. UES is conducted plans reviews and private provider inspections on behalf of Lennar Homes; the community included over 100 units. The team aided in the release of the first 30+ homes (part of phase 2).

Celebration Pointe Inspections/ Plan Reviews

Fort Pierce, FL

Tom served as the Branch Manager during UES' services at the Celebration Pointe community in Fort Pierce. UES is conducted plans reviews and private provider inspections on behalf of LGI Homes; the development includes 70 single- and multi-family homes. UES helped assist the client with the next phase.

Mint Car Wash

West Palm Beach, FL

Tom served as Branch Manager during this active contract. As consultant to Mint Eco Car Wash, UES is conducted private provider inspections for the property located at 1890 Palm Beach Lakes Boulevard.

Matthew R. Chaney, BN

Inspections Department Manager

Mr. Chaney is a licensed Standard Inspector with eight years of experience. He currently manages the Building Inspections Department for UES' Port St. Lucie location. In this capacity, he oversees inspection teams and all inspections performed by the branch. In addition to his expertise in Building Inspections, Matthew is knowledgeable in geotechnical and structural engineering.

Education

BS, Civil Engineering, Florida Atlantic University

Years of Experience

8

Certifications

- Standard Inspector - BN 7342

PROJECT EXPERIENCE

Continuing Contract - Town of Jupiter, FL

Jupiter, FL

UES is providing professional building inspections, plan review services and permit technicians for all town-wide construction projects. Matthew manages UES' Building Inspections Department for this contract.

Continuing Contract - Martin County, FL

Martin County, FL

UES is providing municipal support to Martin County during a continuing contract piggybacked from the Town of Jupiter. The scope includes professional building inspections, and plan review services. Matthew serves as UES' Building Inspections Department Manager.

Continuing Contract - Indian River County, FL

Indian River County, FL

UES is providing municipal support to Indian River County during a continuing contract. The scope includes professional code compliance inspections. Matthew manages UES' Building Inspections Department.

The Waterclub

North Palm Beach, FL

As an Inspector for the new construction of two, 23-story condominiums, Matthew was responsible for performing threshold inspections on multiple elements including reinforced masonry, post tension, concrete placement monitoring, red iron, and all other interior nonstructural inspections.

FPL Corporate Office

Palm Beach Gardens, FL

A six-story, 270,000 square foot office building with Monitoring w a three story parking garage on a 38 acre site. Our scope of services included Threshold Inspections and Construction Material Testing.

The Bristol Condominium

West Palm Beach, FL

The project is located on the Intracoastal Waterway on the west side of Flagler Drive, just south of the Royal Palm Way Bridge. The project consisted of constructing a 626,016 gross sq. ft., 23-story tower providing 65 residential units, 15 guest suites, amenity spaces, and mechanical equipment floor. In addition, it included two levels of parking, with one level partially below grade providing approximately 192 parking spaces.

5000 N. Ocean

North Palm Beach, FL

As an Inspector for the construction of a 20-story condominium, Matthew was responsible for performing threshold inspections on multiple elements including reinforced masonry, post tension, concrete placement monitoring, red iron, and all other interior nonstructural inspections.

Michael Keenan, CBO, BN, PX

Building Inspector

Mr. Keenan has recently joined UES and brings extensive experience in residential and commercial new construction and remodeling projects, with a strong background in plan review and inspection across various disciplines including structural, mechanical, electrical, and plumbing. His expertise extends to a wide range of construction types, including residential, commercial, industrial, schools, fire department buildings, antenna towers, hotels, apartment buildings, marinas, fuel dispensing stations, retail spaces, assisted living facilities, parks and recreation areas, and water treatment facilities. Mr. Kennan also served as an acting building official, where he successfully implemented epolicy changes within the local government. Additionally, he played a pivotal role in facilitating an interlocal agreement that combined the inspection and plan review services of two municipalities.

Years of Experience

35

Certifications

- Standard Inspector - FL#BN6687
- Standard Plans Examiner - FL#PX3693
- Building Code Administrator - FL#BU2007
- Residential Plans Examiner - FL#RPX310
- Certified General Contractor - FL # CGC1515018

PROJECT EXPERIENCE

Hyatt Hotel
Boca Raton, FL

Mr. Keenan served as the structural inspector for this new construction.

Boca Raton Regional Hospital
Boca Raton, FL

Mr. Keenan served as the structural inspector.

Boca City Walk
Boca Raton, FL

Mr. Keenan served as the structural inspector.

Gumbo Limbo Nature Center
Boca Raton, FL

Mr. Keenan served as the structural inspector.

Valero Fuel Station
Boca Raton, FL

Mr. Keenan served as the structural inspector for this new construction.

McDonalds Restaurant
Boca Raton, FL

Mr. Keenan served as the structural inspector for this new construction.

Royal Palm Yacht Club
Boca Raton, FL

Mr. Keenan served as the structural inspector for this new construction.

Toll Brothers
Boca Raton, FL

Mr. Keenan served as the multi discipline inspector.

2021-2023
Bureau Veritas
Multiple Locations in Florida

Mr. Keenan served as building inspector 3.

2015-2020
City of Boca Raton, FL

Mr. Keenan served as building inspector 3.

Derek Wiechmann, PG, CBO, Plans Examiner - ICC

Building Official, Plans Examiner-All Trades, Professional Geologist

Derek Wiechmann has over 30 years of combined engineering and construction experience in civil, geotechnical, geology, building official, or plans examining.

Years of Experience

30+

Licenses

- Professional Geologist, TN - #5358
- Building Official FL - #BU1532 & ICC-CBO
- Standard Plans Examiner, FL #PX2699
- Standard Inspector, FL #BN4448

Certifications

- Certified Building Contractor, FL #CBC060504
- Backflow Preventer Testing & Inspection, TN - TN-TDEC #8440
- Water Main Protection, Water Utilities, National - TN/AWWA

Past Employer

- Building Division Services, LLC
- City of Ocala, FL
- M.T. Causley of Tennessee
- Private Provider Services, LLC

PROJECT EXPERIENCE

Carreta

Juno Beach, FL

UES provided construction materials testing, Derek served as the plans examiner

Three Lakes

Stewart, FL

UES provided private provider services, Derek served as the plans examiner.

Mint Car Wash

Multiple Locations, FL

UES provided geotechnical engineering, construction materials testing, and plan review services at multiple locations throughout Florida. Derek served as the plans examiner.

10 Tarpon Way

Palm Beach, FL

Tarpon Island sits on roughly two acres and hit the market starting at $218 million coming in at No. 3 on a list of the world's most expensive homes for sale in 2022. Plan review was completed on this project to expedite the permitting process.

Waterford Hospital & Healthcare Center

Juno Beach, FL

Mechanical, electrical, plumbing, and building plan review.

Marine Life Center

Juno Beach, FL

Plan review of specialty saltwater lift station, pumps, 3 phase and single phase electrical, intake pipes, total dynamic head review of pressure pipes and overall system, and plan review of specialty saltwater tanks for the sea turtle rehabilitation center.

Lakeland Airport Facilities

Lakeland, FL

Plan review and permitting of old additions to main building and helicopter service buildings, hydrology, other related drainage, and grading site work.

FPL, Florida Power and Light

Juno Beach, FL

Plan review of 3 phase electrical systems utilizing battery backup power and solar power panels for supplemental power for ongoing Florida Power & Light research and development of green systems.

The Ritz Carlton

Palm Beach Gardens, FL

Plan review and code consultation in all construction trades to help expedited plan review and permitting.

Marriott, Singer Island

Singer Island, FL

Plan review for 22 story high rise building constructed by Yates General Contractors.

Dennis Hanrahan, PE, BN, PX

Private Provider Services Manager / Building Inspector / Plans Examiner

Mr. Hanrahan has over 27 years in the Building Inspections and Code Compliance Industry. He has provided inspections and plan review services for many municipalities, school districts, counties, cities, and other government agencies. His experience ranges from small, single family residences to high-rise condo and apartment complex buildings throughout the South Florida area. He has a complete and thorough understanding of the latest Florida Building Codes.

Education

AA, Edison Community College

Louisiana State University

Years of Experience

28

Licenses

- Professional Engineer, FL #PE License Number

Certifications

- Standard Building Inspector-BN3805
- 1 & 2 Family Dwelling-BN3805
- Residential Electric-BN3805
- Commercial Electric-BN3805
- Mechanical Inspector-BN3805
- Plumbing Inspector-BN3805
- Mechanical Plans Examiner- PX1869
- Electrical Plans Examiner-PX1869
- Plumbing Plans Examiner-PX1869

PROJECT EXPERIENCE

Brightline West Palm Beach Station

West Palm Beach, FL

The All Aboard West Palm Beach Station is a part of the new high-speed train system that will connect Miami to Orlando in three hours. The West Palm Beach Station project includes a 2-story commuter rail station with a footprint of approximately 60,000 square feet, a 12-story residential tower, and an 8-story parking garage in the heart of downtown. The estimated total cost for the West Palm Beach Station is $29 million. UES provided licensed plan review services in accordance with the Florida Building Code for the structural, mechanical, electrical, plumbing, and building disciplines. UES provided private provider inspections for all building, mechanical, electrical, plumbing, and gas components. UES provided threshold inspections for all reinforcing steel placement, shoring and re-shoring inspection verification, concrete and grout placement monitoring, pre and post fill cell grouting, and structural steel inspections. Mr. Hanrahan was responsible for performing Private Provider Inspections and Plan Review services.

Adagio

Fort Lauderdale, FL

This project consisted of the new construction of an eleven-story condominium building with ground floor lobby, amenity, and common areas, and parking on levels 1, 2, 3, and 4. The building is approximately 146,470 total square feet. UES provided licensed plans examiners to perform Private Provider Plan Review Services for the Structural, Mechanical, Electrical, Plumbing, and Building Disciplines. UES also provided licensed inspectors to perform Private Provider Inspections for Building, Electrical, Plumbing, and Mechanical Disciplines. UES provided licensed inspectors to perform Threshold Inspections for Reinforcing Steel Placements, Shoring and Re-Shoring Inspection Verification, Concrete and Grout Placement Monitoring, Pre and Post Fill Cell Grouting, and Structural Steel, as well as post tensioned cable elongation monitoring. UES also provided engineering field technicians and a certified laboratory to complete Construction Materials Testing services for all soils, aggregate, and concrete materials used for the project. Mr. Hanrahan was responsible for performing Private Provider Inspections and Plan Review services.

Robert J. Bentz, BN, PX

Electrical Inspector

Robert's industry experience includes over 45 years in electrical construction. He is a licensed Electrical Contractor, and previous owner of an electrical construction firm specializing in residential, multi-family, commercial and Industrial efforts. His expertise includes installing high voltage electrical equipment and distribution components. In addition to Robert's electrical expertise, he holds designations as a Standard Inspector and a Plans Examiner.

Years of Experience

45

Licenses & Certifications

- Standard Inspector - BN8031
- Plans Examiner (Electrical) - PX4495
- Electrical Contractor - EC13006616

PROJECT EXPERIENCE

Bent Creek - Private Provider Inspections

Fort Pierce, FL

As consultant to Lennar Palm Atlantic Division, UES is conducting private provider inspections in the Bent Creek subdivision. Robert serves as Electrical Inspector.

Celebration Pointe - Private Provider Inspections & Plan Review

Fort Pierce, FL

As consultant to Lennar Palm Atlantic Division, UES is conducting private provider inspections and plan reviews. Robert serves as Electrical Inspector.

Tradewinds at Hobe Sound aka Heron Pointe

Hobe Sound, FL

As consultant to The PRC Group Construction, UES is conducting materials testing and inspections. Robert serves as Electrical Inspector.

Lost Tree - Private Provider Inspections

Vero Beach, FL

As consultant to Ryan Homes, UES is conducting private provider inspections for the Lost Tree subdivision. Robert serves as Electrical Inspector.

GFA International, Inc., dba Universal Engineering Sciences

Robert serves UES' Port St. Lucie location as an Electrical Inspector.

Bentz Electrical Consulting (2013-2022)

Robert provided consulting services to owners, contractors, and construction managers. His consulting expertise includes estimating, value engineering, plan reviews, and electrical inspections.

Bentz Electrical Contractor (1971-2013)

As business owner, Robert conducted electrical scopes of work for various environments, including residential, multi-family, commercial and industrial projects. The firm's expertise included installation of high voltage electrical equipment as well as distribution components.

Timothy Rowe, BN

Special Inspector

Timothy Rowe has 40 years of experience in general contracting, electrical and the mechanical industry. He is adept in handling the complexities of code compliance in a professional manner, with areas of expertise including quality assurance, building inspection, mechanical inspection, project management, and plans examination.

Years of Experience

40

Licenses

- Standard Inspector, FL #BN4350

PROJECT EXPERIENCE

Lake Park Industrial

Lake Park, FL

Tim performed all structural inspections for this160,000 sf industrial building. Tunnel form construction. Built by Miller Construction Company.

Westgate Art Storage

West Palm Beach, FL

Tim performed many structural inspections including masonry, steel construction, and conventional steel decks for this 50,000 sf art storage facility Built by Brickel Group.

Villa Vizcaya Apartments

Port St. Lucie, FL

Villa Vizcaya Apartments consisted of (30) 2-story apartment buildings located in Port St Lucie. Tim has been involved in the Post Tension slab inspections, and wood frame buildings. Additionally he performed numerous Electrical and mechanical inspections.

Town of Jupiter

Jupiter, FL

Timothy was the Building Inspector for the Town of Jupiter. His responsibilities included building inspections to ensure compliance with the Town's codes and regulations.

Vincent Ferri, BN

Inspector

Vincent is a Florida-licensed Standard Inspector serving UES' South Florida locations, with over 45 years of construction experience. In addition to his inspector's license, he also maintains licensing as a General Contractor and Plumbing Contractor. Vincent's expertise includes the execution of building plans, plumbing riser plans, and installation plans. He has also designed schematic and as-built drawings and supervised work teams. His additional experience as a licensed real estate broker, CEO, and president of construction firms has strengthened his business acumen, including his knowledge of estimating, permitting, and contract negotiations.

Years of Experience

45

Licenses

- Standard Inspector - FL BN8622
- General Contractor - FL CGC1507647
- Plumbing Contractor - FL CFC1429303; CFC019078
- Real Estate Broker/ Principal Broker - FL BK383410

EMPLOYMENT HISTORY/PROJECT EXPERIENCE

Gulfview Construction & Plumbing(2015-2020)

Boynton Beach, FL

Vincent was responsible for building plan execution, and creating all plumbing riser and installation plans for permit approval. He also supervised all structural and plumbing installations, and led estimates, labor, billing, and accounting. Gulfview provides plumbing services for residential and commercial clientele. The firm's construction division focused on home additions and remodeling efforts, with emphasis on kitchens and baths. During Vincent's tenure, he supervised the rebuilding of water and fire supply main at Square One Center, in Jensen Beach, FL. He repaired large commercial meter installations including re-piping of water mains they served and their respective meter boxes. He also created as-built drawings of the water supply system for ownership.

Mountain Laurel Shoppes, LLC & Mountain Laurel Builders, Inc. (2005-2013)

Cashiers, NC

Vincent served as General Contractor and General Partner for this LLC group which purchased and renovated a 32,000 SF mixed use property with retail shops, restaurants and a motel complex.

The property earned the Village Historical Society Award presented by the Cashiers Chamber of Commerce. Vincent was responsible for ground up renovations to the motel and support building, returning the motel to a functioning entity. During his tenure he rebuilt and expanded the community water system, lift stations, storm water system, parking lots and landscaping. He exercised complete control over the project, from permitting to completion.

Mountain Laurel Builders, Inc. (2005-2013)

Cashiers, NC

Vincent formed the company in late 2004 and secured a North Carolina state licensed (as a General Building Contractor) on February 10, 2005. He formed the company with the purpose of doing business in North Carolina.

Muirfield Realty & Investment, Inc., & Muirfield 1st Funding, Inc. (1993-2005)

Boynton Beach, FL

Vincent served as Principal Broker for both real estate and mortgage brokerage companies. He was responsible for ensuring compliance of files, disclosures, and recordkeeping for all government agencies. Vincent also set up all lines of financing for conventional, jumbo, and B&C residential loans as well as commercial and hard money lending. Additionally, he hired and supervised the activities of eight real estate brokers and six mortgage brokers.

Juan C. Hernandez, PE

Professional Engineer

Mr. Hernandez is a State of Florida registered professional engineer who specializes in Mechanical Engineering. Juan has over 30 years of experience in mechanical engineering, and serves in the code compliance division of UES' Port St. Lucie location. He performs mechanical inspections for residential and commercial buildings to ensure compliance with applicable codes.

Years of Experience

30

Licenses & Certifications

- Professional Engineer - FL #52659

PROJECT EXPERIENCE

Town of Jupiter - Plan Review, Inspections, and Permit Technicians (Continuing Contract)

Jupiter, FL

Under UES' continuing contract with the Town of Jupiter to provide professional building inspections, plan review services and Permit Technicians for all town construction projects, Mr. Hernandez provides mechanical inspections on various residential and commercial structures on an as-needed basis.

City of Fort Pierce - Plan Review and Inspections (Continuing Contract)

Fort Pierce, FL

Mr. Hernandez serves as Mechanical Inspector for UES' continuing contract with the Town of Jupiter to provide professional building inspections, plan review services and Permit Technicians for all citywide construction projects. He provides mechanical inspections on various residential and commercial structures on an as-needed basis.

Village of Indiantown Building Code Administration (Continuing Contract)

Village of Indiantown, FL

UES has a continuing contract with the Village of Indiantown to provide complete Building Code Administration services. Specific services include Building Official, permitting and plan review, and building code inspections for all construction projects within the Village. Mr. Hernandez provides mechanical inspections on various residential and commercial structures as needed.

Additional Plan Review Projects:

- 2414 Florida Art Warehouse
- Blue Sky Phase 1 and 2
- Buildings 1, 2, 3, and 4
- Royal Poincienna Phase 1 and 2

Owen D. Stuebe, BN

Building Inspector

With eight years of experience, including military service in the United States Navy, Owen serves UES Port St. Lucie as a Building Inspector. His expertise includes efforts completed within the United States, as well as overseas.

Education

Construction Management, Roger Williams University, Bristol, RI

Years of Experience

8

Licenses

- Standard Inspector - FL #BN9097

EMPLOYMENT HISTORY/PROJECT EXPERIENCE

Building Inspector - GFA International, Inc. dba Universal Engineering Sciences (October 2024-present)

Port St. Lucie, FL

Owen serves UES Port St. Lucie as a Building Inspector. In this capacity, he performs inspections as needed for various facilities and environments.

Tew and Taylor

Palm Beach, FL

Owen completed daily private provider inspections for a housing community in Palm Beach, Florida.

United States Navy (Seabees)

California; Japan

During his tenure with the US Navy, Owen constructed schoolhouses, training facilities, forward operating bases, and other military spaces. One such project involved construction of a G.A.T.O.R Facility in Okinawa, Japan, with assistance from three naval battalions. In addition to his construction experience, Owen conducted soil analyses and surveyed various areas to create topographical maps.

C. CURRENT AND PAST SERVICE CONTRACTS

Contract	Description	Location	Date
Martin County	Plan Review and Building Inspection Services	Martin County, FL	Ongoing
Indian River County	Plan Review and Building Inspection Services	Indian River County, FL	Ongoing
Town of Jupiter	Plan Review and Building Inspection Services	Jupiter, FL	Ongoing
City of West Palm Beach	Plan Review and Building Inspection Services	West Palm Beach, FL	2021-2022
St. Lucie County	Plan Review and Building Inspection Services	Fort Pierce, FL	2021-2022
The School Board of Palm Beach County	Plan Review and Building Inspection Services	West Palm Beach, FL	Ongoing
Town of Orchid	Plan Review and Building Inspection Services	Vero Beach, FL	Ongoing
Town of Palm Beach	Plan Review and Building Inspection Services	Palm Beach, FL	Ongoing

D. GOVERNMENTAL AGENCIES CONTRACTS

Contract	Description	Location	Date
Martin County	Plan Review and Building Inspection Services	Martin County, FL	Ongoing
Indian River County	Plan Review and Building Inspection Services	Indian River County, FL	Ongoing
Town of Jupiter	Plan Review and Building Inspection Services	Jupiter, FL	Ongoing
City of West Palm Beach	Plan Review and Building Inspection Services	West Palm Beach, FL	2021-2022
St. Lucie County	Plan Review and Building Inspection Services	Fort Pierce, FL	2021-2022
The School Board of Palm Beach County	Plan Review and Building Inspection Services	West Palm Beach, FL	Ongoing
Town of Orchid	Plan Review and Building Inspection Services	Vero Beach, FL	Ongoing
Town of Palm Beach	Plan Review and Building Inspection Services	Palm Beach, FL	Ongoing

E. LICENSING

Licensee Information

Name:	MONTANO, THOMAS DOMINIC (Primary Name)
Main Address:	6087 DIMOND STREET JUPITER Florida 33458
County:	PALM BEACH

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	84146
Status:	Current,Active
Licensure Date:	12/16/2017
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Civil	08/01/2016

Licensee Information

Name:	KEENAN, MICHAEL D (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN6687
Status:	Current,Active
Licensure Date:	06/26/2015
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Building	06/26/2015
Coastal Construction	01/12/2019
Electrical Inspector	04/12/2023
Residential	07/23/2018
Mechanical	03/07/2022

Licensee Information

Name:	KEENAN, MICHAEL D (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX3693
Status:	Current,Active
Licensure Date:	02/18/2016
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Building	02/18/2016
Mechanical	03/14/2022

Licensee Information

Name:	CHANEY, MATTHEW RICHMOND (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN7342
Status:	Current,Active
Licensure Date:	02/22/2018
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Building	02/22/2018

Licensee Information

Name:	KEENAN, MICHAEL D (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU2007
Status:	Current,Active
Licensure Date:	08/27/2018
Expires:	11/30/2025

Licensee Information

Name:	KEENAN, MICHAEL D (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Residential Plans Examiner
Rank:	Residential
License Number:	RPX310
Status:	Current,Active
Licensure Date:	04/09/2019
Expires:	11/30/2025

Licensee Information	
Name:	WIECHMANN, DEREK (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	340 OCEAN DR JUNO BEACH FL 34408
County:	PALM BEACH

License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN4448
Status:	Current,Active
Licensure Date:	10/14/2002
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Residential	10/14/2002
Plumbing	12/30/2002

Licensee Information	
Name:	WIECHMANN, DEREK (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	8525 SW 136TH LOOP OCALA FL 34473
County:	MARION

License Information	
License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX2699
Status:	Current,Active
Licensure Date:	06/01/2006
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Building	06/01/2006
Electrical	08/24/2006
Mechanical	07/13/2006
Plumbing	09/28/2006

Licensee Information	
Name:	WIECHMANN, DEREK (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	8525 SW 136TH LOOP OCALA FL 34473
County:	MARION

License Information	
License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU1532
Status:	Current,Active
Licensure Date:	12/18/2006
Expires:	11/30/2025

Licensee Information	
Name:	HANRAHAN, DENNIS RAYMOND (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN3805
Status:	Current,Active
Licensure Date:	02/28/2000
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Building	10/22/2003
Commercial Electric	11/21/2006
Residential	
Mechanical	08/08/2002
Plumbing	09/27/2002
Residential Electric	

Licensee Information	
Name:	HANRAHAN, DENNIS RAYMOND (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information	
License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX1869
Status:	Current,Active
Licensure Date:	02/14/2001
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Electrical	
Mechanical	08/08/2002
Plumbing	09/27/2002

Licensee Information	
Name:	BENTZ, ROBERT JAMES (Primary Name)
Main Address:	12599 SE OLD CYPRESS DRIVE HOBE SOUND Florida 33455
County:	MARTIN

License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN8031
Status:	Current,Active
Licensure Date:	08/03/2020
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Electrical Inspector	08/03/2020

Licensee Information	
Name:	STUEBE, OWEN DOUGLAS (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN9097
Status:	Current,Active
Licensure Date:	05/15/2024
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Building	05/15/2024

Licensee Information	
Name:	BENTZ, ROBERT JAMES (Primary Name)
Main Address:	12599 SE OLD CYPRESS DRIVE HOBE SOUND Florida 33455
County:	MARTIN

License Information	
License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX4495
Status:	Current,Active
Licensure Date:	08/03/2020
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Electrical	08/03/2020

F. UES HAS NEVER BEEN ISSUED ANY FINES BY THE STATE OF FLORIDA.

G. ADDITIONAL INFO

UNDERSTANDING OF SCOPE

UES is well-versed in the Florida statutory code compliance nuances and has over 20 years of experience conducting private provider code compliance services and city/county building department services.

With a growing demand for construction plan review and inspection services, UES has become the most reliable, cost-effective resource for government extension assistance. We focus on assisting our clients in improving their service to the community while simultaneously reducing their business costs.

Our staff is certified to meet all the requirements of Florida Statute Chapters 468 Part XIII, 471, 481, and 633, Florida Building Code and any other applicable Chapters of the The City's Building Department's codes and ordinances.

Our qualified, capable staff consists of multi-certified professionals valued for their experience, professional knowledge, and desire to surpass clients' expectations.

With a rising demand for building permitting and inspection services, we have become a dependable, customer service-driven resource. For this contract, UES will provide personnel to perform Building Inspections, Plan Reviews, Fire Inspections, and Building Official scopes of work.

As we have performed as-needed plan review support for the Villages Building Department, we are uniquely familiar with Department workflows. It is our understanding that the Villages seeks professional, licensed firms to perform services for:

- Florida Building Code compliant residential and/or commercial inspections in the principal building trades of building, electrical, plumbing, mechanical, energy conservation, and existing building
- Florida Building Code compliant residential and/or commercial remote plan reviews in the principal building trades of building, MEP, energy conservation, and existing building.
- Florida Building Code Compliant Building Official services
- Permit technician services for permitting intake, processing, data entry, and customer service

UES will provide personnel to conduct Florida Building Code compliant residential and/or commercial inspections in the principal building trades of building, electrical, plumbing, mechanical, energy conservation, and existing building, Florida Building Code compliant residential and/or commercial remote plan reviews and Florida Building Code Compliant Building Official services.

WORKING KNOWLEDGE OF THE CITY

UES recognizes that we are to supply personnel ("Assigned Employees") who shall provide a variety of expert consulting services to the City's Building Office.

UES also recognizes that we are responsible for providing other Assigned Employees as requested by the City from time to time and as reflected on a need-based requirement.

UES understands that all Assigned Employees are employees of our firm and are not, and will not be considered, employees of the City. We will select employees that meet the City's requirements noted herein and provide them for the City's based on their qualifications, certifications, licenses, and experience as an Assigned Employee.

UES will notify any Assigned Employees they are not an employee of the City for all purposes.

UES is obligated to be cost conscious in our attempts to ensure we meet the City's needs. We respond to those needs without compromising the integrity of our work. We have developed an effective process of partnering with our clients such as the Town of Jupiter, Indian River County, Martin County, and the City of West Palm Beach.

Our mission is to communicate with our clients before and during the work to come to mutually agreeable terms. We intend to provide the Village with comfort in knowing that UES views cost management as a critical concern.

UES maintains full management control over the scheduling and quality of our work. Should a problem arise, we urge your representative to contact our Senior Management and/or Principals for immediate resolution.

UES staff members are professional in every way. We strive to blend seamlessly, representing the Village with professional, courteous service, and to become an asset to the City Building Official and the Building Office.

All staff will accept direction and instructions while performing their duties independently and professionally, with minimal supervision required.

UES provides exceptional service and we take pride in delivering outstanding services to our customers. The preceding process outlines the proposed approach to comply with the scope of services contained in this RFP.

SERVICES/TASKS TO BE PERFORMED

REMOTE PLANS EXAMINERS (BUILDING, ELECTRICAL, MECHANICAL AND PLUMBING)

UES' Plans Examiners will provide technical plan reviews per the Florida Building Code (FBC) and other federal, state, and local laws, rules, regulations, directives, codes, and ordinances.

Each plans examiner is well-recognized in their field of expertise and is required to maintain their license with the state of Florida in compliance with Florida Statute 468 XII.

Upon receiving a Plan Review assignment, UES' Plans Examiners will review construction documents for compliance with adopted codes and standards. After completing each review, the plans examiner shall approve or reject the proposed work for specific code deficiencies. All examinations will be recorded in the County computer system.

Comments from each Plan Review will be compiled and formatted into a clear, concise document. All deficiencies identified shall reference the sheet number and include the proper code citations required by Florida Statutes. The City staff will receive review comments. These documents and a summary sheet shall be attached to all billing statements.

Plans examiners shall also meet with and assist design professionals, contractors, and homeowners to answer questions about the code and its intent.

In addition, plans examiners can provide plan reviews for clients with schedule constraints or an aggressive schedule at the discretion of the Building Official.

INSPECTORS (BUILDING, ELECTRICAL, MECHANICAL, AND PLUMBING)

UES' highly trained and certified inspectors have provided construction inspection services for many complex, high-profile projects.

All UES inspectors are well-respected in their field of expertise and must maintain their license with the state of Florida per Florida Statute 468 XII.

Once a UES inspector is approved by the City and given an assignment, they will report for work and be available to perform inspection service duties during regular business hours or as needed. UES' approved personnel will report to the City Building Official or their designee. UES shall not change them without the City's prior written consent.

Upon inspection assignments, UES Inspectors will provide residential and commercial inspections for compliance with the Florida Building Code, State Statutes, and local codes and ordinances.

Inspection services will include new and existing permitted residential and commercial construction within the City. They will provide written comments if found non-compliant with applicable codes and regulations. UES' inspectors will provide written inspection reports using inspection forms and log daily inspection results and hours worked in a permitting tracking system.

All deficiencies identified shall include proper code citations as required by Florida Statutes. UES' certified staff will contact contractors, architects, engineers, and citizens about construction projects, code questions, and other concerns.

As noted, UES inspectors utilize late-model vehicles equipped with a mobile computing solution and the latest upgrades.

This setup provides staff with enhanced communication abilities. The mobile system allows the inspector to provide accurate time inspection results and other documents in the field. In addition, every employee has a smartphone. The cell phone numbers are shared with our municipal partners and customers.

UES inspectors understand the importance of keeping clear and concise documentation of all inspections. They write correction notices, hold office hours, answer phone calls, and respond to inquiries from the field as needed by the jurisdiction. Our staff will provide the same level of service as if they were members of your own jurisdiction's staff.

Below is a summary representative of the tasks that will be performed within this scope of the contract with the City. This list is not necessarily all-inclusive.

- Coordinate and perform assigned fire safety plan review operations in support of departmental goals and objectives; coordinates activities with other departments and agencies as needed.
- Investigate complaints of fire safety hazards which are reported.
- Report violations, issues and explains notices of non-compliance for violations and hazardous conditions.
- Receive and review drawings and plan applications for fire system permits to ensure code compliance.
- Conduct research and utilize available references to evaluate Fire Code issues.
- Interpret legal requirements and recommend compliance procedures to contractors, craft workers, and owners.
- Provide assistance regarding specific matters within identified areas of expertise; develop guidelines and handouts to improve completeness of drawing submittals for plans review.
- Perform final new construction fire inspections of work upon completion; sign permit providing final approval of work ensuring structures and property are safe to inhabit.
- Perform a variety of critical record keeping duties; manages and maintains department record keeping and filing systems relevant materials appropriate to assigned unit; provides written documentation of all duties performed.
- Analytically and objectively inspect new and existing structures and facilities for compliance with all Federal, State and local Fire and Life Safety codes.
- Analytically and objectively investigate fire scenes; ability to prepare clear and detailed reports based on results.
- Analytically and objectively review and evaluate construction drawings and plan applications for fire safety to ensure code compliance with all Federal, State and local Fire and Life Safety codes.
- Provide plans review oversight and recommend/ develop modifications as necessary to ensure overall project compliance with applicable codes and regulatory standards.
- Utilize their considerable knowledge of pre-established City, County and State policies and procedures applicable to the work.
- Establish and maintain effective working relations with all levels of management, employees, other departments, officials and the general public for dissemination of information and the enforcement of all local, State and Federal fire codes and regulations; skill in the principles and techniques of customer service skills.

INSPECTIONS AND RECORD KEEPING

Upon notification from the permit holder or representing agent, UES inspectors shall make or cause to make the inspections required by the Florida Building Code.

They shall either approve the portion of completed work or notify the permit holder or representing agent wherein the same fails to comply (by providing written notice of the violation of the code and/or corrections ordered).

UES will be responsible for producing and signing a fully completed inspection report form indicating whether the inspection passed or failed. UES will post this form at the project site.

UES will turn over a complete set of all assigned and completed inspections. UES will also maintain a copy of all project documents for seven years after project closeout.

SCHEDULING METHODOLOGY

We will develop reasonable schedules using standard scheduling techniques, including a project network with critical path layouts and milestone planning during project schedules. During the project's performance, we will make real-time comparisons against the planned project schedule to monitor the project's progress.

UES will monitor variances between the planned and actual schedule and investigate to determine if any issues are present.

If problems are encountered, we will initiate corrective actions. When these project cost and schedule issues are identified, the UES Primary contact will characterize the extent of the problem and devise contingency plans as appropriate, such as:

- Directing allocation of additional resources as necessary to accomplish work in a timely, cost-effective manner.
- Analyzing the schedule logic for a change in the sequence of work elements to maintain milestone

dates (i.e., expedite upcoming task schedules).
- Establishing new dates for task completions/ milestones after consultation with and approval by the City

These corrective actions will enable UES to meet established performance goals.

Our network of Florida offices also allows for rapid mobilization to project locations, minimizing travel time. All management and field personnel have smartphones allowing for frequent updates during critical work phases.

Immediate access to laptop PCs also provides for implementing last-minute work scope changes as necessary.

As thorough as this process is, UES never forgets that many of our clients require expedited services due to tight schedules, whether it is speed-to-market demands or site viability, UES will waste no time in providing the professional services necessary for you to make decisions based on our result.

TECHNOLOGY CAPABILITY

Our Special Inspectors, Plan Reviewers, and Building Officials are all equipped with late-model vehicles (including a mobile computing solution outfitted with the latest hardware and software upgrades). This approach provides our team with enhanced communication abilities.

The mobile system allows inspectors to provide real-time inspection results and other documents in the field. Additionally, every employee is equipped with a smartphone. Contact numbers are shared with our customers.

At the firm level, UES relies upon a licensed, proprietary, and comprehensive software system to successfully manage our daily operations and all aspects of a project.

At the top level, our company utilizes Microsoft Windows 10 on all PCs in conjunction with Office 365, Sophos Cyber Security, Fortinet Firewall and Ransomware, a secured VPN, and GoToMeeting.

However, at the center of our operations lies Deltek Vision. Vision is an established industry standard used extensively throughout the A/E/C community.

This software is our primary database capturing every project detail, such as the scope of work, duration, sub-consultants used, and direct personnel. It also houses all client-based information and allows for detailed report generation. Another essential function of Vision is billing. The bookkeeping capabilities of this component are made possible due to the massive amount of captured project and client information.

UES employs a full-time Application Business Analyst and Software Developer to ensure that all of these systems work seamlessly together.

UES GADGET SOFTWARE

Following a client's request for service, we will immediately create a work order, and a properly credentialed UES BID inspector will be scheduled and dispatched to building site. We use the proprietary UES Gadget software to manage all incoming requests, workorders, and reporting. Clients will be able to request inspections and view results of inspections on our client portal.



With the use of remote devices in the field, the inspector's information is saved and transmitted to our office.

The resulting data is uploaded to our dispatch and scheduling application, where reports are generated and reviewed by a project manager for quality. Once approved, the reports are then sent electronically to the client.

This entire process begins and ends with the client—a fact that every UES employee involved in the process understands. We strive to deliver fast, accurate results.

H. LITIGATION INFORMATION

There has been no litigation or regulatory action that has been filed, pending or resolved against GFA International, Inc. (a/k/a GFA International, Inc. d/b/a Universal Engineering Sciences) in the past five (5) years other than the following:

1. On March 11, 2015, a complaint was filed against GFA, et al, by 2700 North Ocean Condominium Association, Inc. (Case No. 50-2014-CA-010718- XXXX-MB (AI) in the 15th Judicial Court in Palm Beach County). GFA provided third-party plan review, building inspections, threshold inspections and construction materials testing for two (2) 27-story condominium buildings(2700 North Ocean). The plaintiff(s) are alleging negligence for failure to properly inspect certain aspects of the building construction. GFA denied all liability and the case was settled on 11/10/20.

2. On February 21, 2017, a complaint was filed against GFA, et al, by Swire Pacific Holdings, Inc. (Case No. 2016-000804-CA-40) in the 11th Judicial Court in Miami-Dade County. GFA provided limited structural observations and construction materials testing on a 36-story condominium project (Asia Condominium). The plaintiff(s) alleged negligence for failure to properly inspect certain limited aspects of the building construction. GFA denied all liability and the case was settled and dismissed in July 2019.

3. On August 20, 2018, a complaint was filed by Stock Development against GFA, et al (Case No. 18-CA-003655 in the 20th Judicial Court in Lee County) involving alleged construction defects for a multi-building condominium project (Paseo) in Lee County. GFA provided private provider building inspections, third-party quality control inspections and construction materials testing for some of the buildings within the community in 2006-7. The plaintiff alledged negligence for failure to properly inspect certain aspects of the building construction. GFA denied all liability and was dismissed from the case on 03/15/2019. GFA was brought back into the case as a 4th party defendant on 1/14/2021 by a subcontractor but was dismissed from the case on 2/18/22.

4. On August 20, 2018, a complaint was filed by Stock Development against GFA, et al (Case No. 11-2018-CA-002256-0001-XX in the 20th Judicial Court in Collier County) involving alleged construction defects for a multi-building condominium project (Ole at Lely) in Collier County. GFA provided private provider building inspections, third-party quality control inspections and construction materials testing for some of the buildings within the community in 2006-7. GFA denied all liability and was dismissed from the case on 03/15/2019.

5. On February 1, 2017, a complaint was filed by Altman Glenewinkel Construction against Orange and Blue Construction (Case No. 50-2017-CA- 001280-XXXX-MB in the 15th Judicial Court in Palm Beach County) involving alleged construction defects for a 6-story apartment complex in Boca Raton (Altis Fairway Commons). On July 26, 2018, the complaint was amended to include GFA, et al. GFA provided private provider plan review, building inspections and threshold inspections for the project. The plaintiff is alleging negligence for failure to properly inspect certain aspects of the building construction. GFA denied all liability and was granted a Motion for Summary Judgment and Final Judgment in their favor on January 8, 2020. The Plaintiff has appealed the ruling to the 4th District. Court of Appeals (DCA). The 4th DCA affirmed the ruling and GFA was dismissed in 2021.

6. On June 25, 2019, a Complaint was filed by FCCI Insurance as subrogee to Coconut Creeks Hotels, LLC against GFA,et al in Case No. CACE-19-006066 in Broward County involving alleged construction defects and resulting water intrusion damage for a 4-story Hampton Inn and Suites Hotel in Coconut Creek Florida. GFA provided threshold inspections and construction materials testing. The plaintiff was alleging negligence for failure to properly inspect certain aspects of the building window construction. GFA denied all liability and after filing a 57.105 claim (frivolous lawsuit), was dismissed from the case on 11/15/2019.

7. On April 4, 2020, a Demand for Arbitration was filed to the American Arbitration Association Construction Panel by Old ADC, Inc. F/K/A Altman Development Corporation, against GFA International, Inc. (GFA) (CASE NO.: 01-20-0005-0503) for the same alleged damages summarized in "Case 2" above "(Altman Glenewinkel Construction against Orange and Blue Construction (Case No. 50-2017-CA-001280-XXXX-MB in the 15th Judicial Court in Palm Beach County) which GFA was dismissed from. GFA denied all liability and filed a counterclaim. The case settled on June 6, 2023.

8. On February 5, 2020, a complaint was filed by Ave Maria University, Inc. against GFA (Case No. 11-2020-CA-000396-0001-XX in the 20th Judicial Court in Collier County) involving alleged construction defects for a 2-story recreational building in Naples, Florida (Tom Golisano Field House). GFA provided construction materials testing, private provider inspections and threshold inspections for the project. The plaintiff is alleging negligence for failure to properly inspect

certain aspects of the building construction. GFA denied all liability and the case was settled with GFA on 6/10/22.

9. On September 15, 2020, a complaint was filed by Edward and Susan Bradley against GFA (Case Style Edward J. Bradley and Susan Bradley v Sun Home Services, GFA - Case No. 20-0794CA in the 19th Circuit Court in Martin County, Florida) alleging improper treatment for termite damage for a modular home and subsequent termite damage. GFA provided Private Provider Plan Review and Inspection services for the project. The Plaintiff is alleging negligence against GFA for failure to ensure proper termite protection was provided. GFA denied all liability and the case was settled in May, 2021.

10. On July 12, 2021, a complaint was filed by Bruce Beasley against the Williams Company who filed a third-party complaint against GFA, et al) (Case Style BEASLEY NAPLES, LLC, a Florida limited liability company, BRIAN E. BEASLEY, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF GEORGE G. BEASLEY, and SHIRLEY ANN BEASLEY , vs. THE WILLIAMS GROUP, INC. - Case No. 11- 2021-CA-001142 in the 20th Circuit Court in Collier, Fl) alleging construction defects relating to exterior stone columns on a residential structure. GFA provided Private Provider Plan Review and Inspection services for the project. The Plaintiff is alleging negligence against GFA for failure to properly inspect. GFA denied all liability and the case was dismissed against GFA on June 1, 2022.

11. On March 20, 2023, a complaint was filed by Centra Falls Homeowners Association, Inc. against Centra Falls. LLC, et al, including a claim against GFA International, Inc. - Case No. CACE-23-000367 in the 17th Circuit Court in Broward, Fl alleging construction defects relating to building construction and site improvements. GFA provided material Quality Control testing services for the project. The Plaintiff is alleging negligence against GFA for failure to properly test soil and concrete materials installed as part of the construction. GFA has denied all liability and the case is still on-going.

12. On March 23, 2023, a complaint was filed by Nicole Perry (as individual) against GFA International, Inc., et al, - Case No. CACE-22-008820 in the 17th Circuit Court in Broward, Fl alleging construction of a dangerous condition at the Pompano Beach Parking Garage which caused a trip and fall accident. GFA provided material Geotechnical Engineering, Quality Control testing of construction materials and threshold inspection services for the project. The Plaintiff is alleging negligence against GFA for failure to identify a dangerous condition when the parking garage was constructed in 2016. GFA denied all liability and the case against GFA was dismissed on 8/22/2023.

13. On August 11, 2023, a complaint was filed by South Florida Motor Sports, LLC and Moss & Associates, LLC against Apex Circuit Design, LTD, et al, including a claim against GFA International, Inc. d/b/a Universal Engineering Sciences - Case No. 2023-021255-CA-01 in the 11th Circuit Court in Miami-Dade, FL, alleging construction defects relating to design and construction of the site improvements associated with the Formula 1 Miami Grand Prix project Miami. GFA provided material Quality Control testing services for the project. The Plaintiff is alleging negligence against GFA for failure to properly test asphalt materials installed as part of the construction. GFA has denied all liability and the case is still on-going.

TAB D

Current and Projected Workload of the Proposer

CURRENT AND PROJECTED WORKLOAD OF THE PROPOSER

We have determined that UES has the available assets (personnel and equipment) to successfully perform the work under this contract. We do not anticipate our workload will affect our team's ability to achieve the City's contract goals.

We further assert that personnel assigned to this project will come from existing resources and that only experienced and well-qualified personnel will perform our services.

The assigned staff will be available to begin the specified projects and continue the work as needed.

Our local office and key personnel will remain easily accessible at all times, and project representatives will be well informed of ongoing progress. Senior and staff professionals will visit the site regularly (during field activities) to verify the continuity of the work plan.

On the following pages, we have included our inspections team's current workload and their availability for this contract.

UES key Project Managers typically have anywhere from 15 projects to 20 projects at any given time.

UES staff have 75-100% of time available to devote to the contract.

Current Workload- Inspection & Plan Review Services	Status (% Complete)
Alba Residences	20%
Apogee	75%
Avenir Charter School	15%
Boys & Girls Club	99%
Carreta	10%
Delray Trails	80%
Indian River County Building Department Municipal Support	Continuous
Lamborghini	0%
Lost Tree Private Provider	75%
Martin County Building Department Municipal Support	Continuous
Mint Car Wash	80%
Nora Development	65%
Ritz Carlton	40%
Seville Clubhouse	90%
Town of Jupiter	Continuous
Town of Orchid	Continuous
Town of Palm Beach	Continuous
Treasure Coast Food Bank	60%

TAB E

References – Past Performance

REFERENCE 1

a. Town of Jupiter

b. 210 Military Trail, Jupiter, FL 33458

c. Roger Held, rogerh@jupiter.fl.us

d. (561) 741-2669

REFERENCE 2

a. Martin County Building Department

b. 2401 SE Monterey Road, Stuart, FL 34996

c. Andrew Bruhn, abruhn@martin.fl.us

d. (772) 320-3070

REFERENCE 3

a. Indian River County

b. 1801 27th St, Vero Beach, FL 32960

c. Scott McAdam, CBO, MCP, smcadam@ircgov.com

d. (772) 226-1268

REFERENCE 4

a. Town of Palm Beach

b. 360 South County Road, PO Box 2029, Palm Beach, FL 33480

c. Wayne Bergman, wbergman@townofpalmbeach.com

d. (561) 838-5406

REFERENCE 5

a. Village of Indiantown

b. 15516 SW Osceola St Suite B, Indiantown, FL 34956

c. Howard Brown, Jr., hbrown@indiantownfl.gov

d. (772) 597-8282

TAB F

Required Forms

NON-COLLUSION AFFIDAVIT AND CERTIFICATION OF PROPOSER

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

State of Florida)
:
County of Saint Lucie)

Thomas Montano, being first duly sworn, deposes and says that:

1) He/She is Branch Manager (Title) of GFA International, Inc dba Universal Engineering Sciences (Name of Corporation or Integrator), the proposer that has submitted the attached BID:

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

3) By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion;

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, integrator 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, integrator 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 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

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.

6) BIDDER shall disclose below, to their best knowledge, any City of Boynton Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2022), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Boynton Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

7) Failure to submit this executed statement as part of the bid shall make the bid non-responsive and not eligible for award consideration. In the event the BIDDER does not indicate any names, the CITY shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a BIDDER to disclose any

relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	RELATIONSHIP

Witnesses:
Antonio Torres
Typed name:
Jill Rowland
Typed name:

BIDDER: GFA International, Inc. DBA Universal Engineering Sciences
Signed:
Name: Thomas Montano
Title: Branch Manager

STATE OF Florida)
COUNTY OF Saint Lucie)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 2nd day of December, 2024, by Thomas Montano, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 2nd day of December, 20 24

KARLA V. GABAY
MY COMMISSION EXPIRES DECEMBER 18, 2025
#HH 166831
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Karla V. Gabay
Notary Public (Signature)

My Commission Expires: December 19, 2025

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

Project Name: **Financial Auditing Services**

Solicitation No.: **FIN24-036**

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR
BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: GFA International, Inc dba Universal Engineering Sciences
Authorized Signature:
Print Name: Tom Montano, PE
Title Branch Manager
Date: 12/2/24
Phone: 561-560-4220

STATE OF Florida)
COUNTY OF Saint Lucie)

The foregoing instrument was acknowledged before me by means of X physical presence or ☐ online notarization, this 2nd day of December, 2024, by Thomas Montano on behalf of GFA International dba Universal Engineering Sciences. He/she is personally known to me or has produced _____ as identification.

KARLA V. GABAY
MY COMMISSION EXPIRES DECEMBER 18, 2025
#HH 166831
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Karla V. Gabay
NOTARY PUBLIC

Karla V. Gabay
(Name of Notary Typed, Printed or Stamped)

Title or Rank

Serial number, if any

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR
BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

I, Tom Montano, PE, on behalf of GFA International, Inc dba Universal Engineering Sciences certify

Print Name and Title — Company Name

that GFA International, Inc dba Universal Engineering Sciences does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Consultant of the City's determination concerning the false certification. The Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

1) Contracting with companies for goods or services if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may

subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

GFA International, Inc dba Universal Engineering Sciences

COMPANY NAME

SIGNATURE

Tom Montano, PE

PRINT NAME

Branch Manager

TITLE

December 2, 2024

DATE

STATE OF Florida)
COUNTY OF Saint Lucie)

The foregoing instrument was acknowledged before me, by means of X physical presence or ☐ online notarization, this 2nd day of December, 2024, by Thomas Montano, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 2nd day of December, 2024

KARLA V. GABAY
MY COMMISSION EXPIRES DECEMBER 18, 2025
#H 166831
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Karla V. Gabay
Notary Public (Signature)

December 18, 2024
My Commission Expires:

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR
BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

ANTI-KICKBACK AFFIDAVIT

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

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, or gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____
NAME – SIGNATURE

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 2nd day of December, 2024, by Thomas Montano, who is personally known to me or who has produced _____ as identification.
Sworn and subscribed before me

this _____ _____

Printed Information:

Tom Montano, PE
NAME

Branch Manager
TITLE

Karla V. Gabay
NOTARY PUBLIC, State of Florida at Large

GFA International, Inc dba
Universal Engineering Sciences
COMPANY

KARLA V. GABAY
MY COMMISSION EXPIRES
DECEMBER 18, 2025
#HH 156831
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

"OFFICIAL NOTARY SEAL" STAMP

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: December 2, 2024

Entity: GFA International, Inc dba Universal Engineering Sciences

Signed: _____

Name: Tom Montano, PE

Title: Branch Manager

STATE OF Florida
COUNTY OF Saint Lucie

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 2 day of December, 2024, by Thomas Montano, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Karla V Gabay

State of Florida at Large (Seal)

KARLA V. GABAY
MY COMMISSION EXPIRES DECEMBER 18, 2025
#HH 166831
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Print Name: Karla V. Gabay

My commission expires: December 18, 2025

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR
BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

TO BE COMPLETED AND UPLOADED ONLINE

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: December 2, 2024

Entity: GFA International, Inc dba Universal Engineering Sciences

Signed: [signature]

Name: Tom Montano, PE

Title: Branch Manager

STATE OF Florida
COUNTY OF Saint Lucie

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 2 day of December, 2024, by Thomas Montano, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Karla V. Gabay

State of Florida at Large (Seal)

KARLA V. GABAY
MY COMMISSION EXPIRES
DECEMBER 18, 2025
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Print Name: Karla V. Gabay

My commission expires: December 18, 2025

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR
BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/15/2024

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
Edgewood Partners Insurance Agency
3780 Mansell Rd. Suite 370
Alpharetta GA 30022

CONTACT NAME: Greyling COI Specialist
PHONE (A/C, No, Ext): 770.670.5324 **FAX (A/C, No):** 770.670.5324
E-MAIL ADDRESS: uescerts@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Endurance American Specialty Ins Co	41718
INSURER B : Evanston Insurance Company	35378
INSURER C : Landmark American Insurance Company	33138
INSURER D : Greenwich Insurance Company	22322
INSURER E : Aspen Specialty Insurance Company	10717
INSURER F : Convex Insurance UK Limited	

INSURED UNIVENG
GFA International, Inc.
1215 Wallace Dr.
Delray Beach, FL 33444

COVERAGES **CERTIFICATE NUMBER:** 1367832732 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	RGC3002099	5/1/2024	5/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 1,000,000
D A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	RAC9438325 EXT30030240901	5/1/2024 5/1/2024	5/1/2025 5/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Excess Auto	$ 2,000,000 $ $ $ $ 2,000,000
B C	**UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** CLAIMS-MADE DED [X] RETENTION $ 0	Y	Y	MKLV2EUE101855 LHA600397	5/1/2024 5/1/2024	5/1/2025 5/1/2025	EACH OCCURRENCE AGGREGATE 	$ 7,000,000 $ 7,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	RWC3002100	5/1/2024	5/1/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E F	Excess GL Professional Liab Incl Pollution Liab			CX010NE24 B0146LDUSA2405257	5/1/2024 5/1/2024	5/1/2025 5/1/2025	Per Occ./Aggregate Per Claim Aggregate	$4,000,000 $5,000,000 $5,000,000

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

CERTIFICATE HOLDER

Sample Certificate

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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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

GFA International, Inc

2 Business name/disregarded entity name, if different from above

DBA Universal Engineering Sciences

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) NA

Exemption from FATCA reporting code (if any) NA

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1215 Wallace Drive

Requester's name and address (optional)

6 City, state, and ZIP code

Delray Beach, FL 33444-4600

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

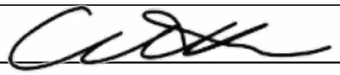
6	5	–	0	8	7	4	9	6	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶**  **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

LICENSING

Licensee Information

Name:	MONTANO, THOMAS DOMINIC (Primary Name)
Main Address:	6087 DIMOND STREET JUPITER Florida 33458
County:	PALM BEACH

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	84146
Status:	Current,Active
Licensure Date:	12/16/2017
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Civil	08/01/2016

Licensee Information

Name:	KEENAN, MICHAEL D (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN6687
Status:	Current,Active
Licensure Date:	06/26/2015
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Building	06/26/2015
Coastal Construction	01/12/2019
Electrical Inspector	04/12/2023
Residential	07/23/2018
Mechanical	03/07/2022

Licensee Information

Name:	KEENAN, MICHAEL D (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX3693
Status:	Current,Active
Licensure Date:	02/18/2016
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Building	02/18/2016
Mechanical	03/14/2022

Licensee Information

Name:	CHANEY, MATTHEW RICHMOND (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN7342
Status:	Current,Active
Licensure Date:	02/22/2018
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Building	02/22/2018

Licensee Information

Name:	KEENAN, MICHAEL D (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU2007
Status:	Current,Active
Licensure Date:	08/27/2018
Expires:	11/30/2025

Licensee Information

Name:	KEENAN, MICHAEL D (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Residential Plans Examiner
Rank:	Residential
License Number:	RPX310
Status:	Current,Active
Licensure Date:	04/09/2019
Expires:	11/30/2025

Licensee Information	
Name:	WIECHMANN, DEREK (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	340 OCEAN DR JUNO BEACH FL 34408
County:	PALM BEACH

License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN4448
Status:	Current,Active
Licensure Date:	10/14/2002
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Residential	10/14/2002
Plumbing	12/30/2002

Licensee Information	
Name:	WIECHMANN, DEREK (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	8525 SW 136TH LOOP OCALA FL 34473
County:	MARION

License Information	
License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX2699
Status:	Current,Active
Licensure Date:	06/01/2006
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Building	06/01/2006
Electrical	08/24/2006
Mechanical	07/13/2006
Plumbing	09/28/2006

Licensee Information	
Name:	WIECHMANN, DEREK (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	8525 SW 136TH LOOP OCALA FL 34473
County:	MARION

License Information	
License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU1532
Status:	Current,Active
Licensure Date:	12/18/2006
Expires:	11/30/2025

Licensee Information	
Name:	HANRAHAN, DENNIS RAYMOND (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN3805
Status:	Current,Active
Licensure Date:	02/28/2000
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Building	10/22/2003
Commercial Electric	11/21/2006
Residential	
Mechanical	08/08/2002
Plumbing	09/27/2002
Residential Electric	

Licensee Information	
Name:	HANRAHAN, DENNIS RAYMOND (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information	
License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX1869
Status:	Current,Active
Licensure Date:	02/14/2001
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Electrical	
Mechanical	08/08/2002
Plumbing	09/27/2002

Licensee Information	
Name:	BENTZ, ROBERT JAMES (Primary Name)
Main Address:	12599 SE OLD CYPRESS DRIVE HOBE SOUND Florida 33455
County:	MARTIN

License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN8031
Status:	Current,Active
Licensure Date:	08/03/2020
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Electrical Inspector	08/03/2020

Licensee Information	
Name:	STUEBE, OWEN DOUGLAS (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN9097
Status:	Current,Active
Licensure Date:	05/15/2024
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Building	05/15/2024

Licensee Information	
Name:	BENTZ, ROBERT JAMES (Primary Name)
Main Address:	12599 SE OLD CYPRESS DRIVE HOBE SOUND Florida 33455
County:	MARTIN

License Information	
License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX4495
Status:	Current,Active
Licensure Date:	08/03/2020
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Electrical	08/03/2020

SUNBIZ

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P98000089761

Entity Name: GFA INTERNATIONAL, INC.

Current Principal Place of Business:

201 WALDO AVENUE
LEHIGH ACRES, FL 33971

Current Mailing Address:

201 WALDO AVENUE
LEHIGH ACRES, FL 33971 US

FEI Number: 65-0874962

FILED
Feb 19, 2024
Secretary of State
1871261630CC

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

COGENCY GLOBAL INC.
115 NORTH CALHOUN ST., SUITE 4
TALLAHASSEE, FL 32301 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT
Name	MERRICK, TRAVIS
Address	1215 WALLACE DRIVE
City-State-Zip:	DELRAY BEACH FL 33444

Title	VP
Name	DANFORTH, PAUL
Address	1215 WALLACE DRIVE
City-State-Zip:	DELRAY BEACH FL 33444

Title	TREASURER
Name	DEAR, MICHAEL
Address	1215 WALLACE DR.
City-State-Zip:	DELRAY BEACH FL 33444

Title	SECRETARY
Name	BUTTERFIELD, BENJAMIN
Address	1215 WALLACE DR.
City-State-Zip:	DELRAY BEACH FL 33444

Title	VP
Name	KAUB, FREDERICK
Address	1215 WALLACE DR.
City-State-Zip:	DELRAY BEACH FL 33444

Title	AMBR
Name	OBSIDIAN GROUP ACQUISITIONS, INC.
Address	4205 VINELAND ROAD SUITE L1
City-State-Zip:	ORLANDO FL 32811

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: BENJAMIN BUTTERFIELD SECRETARY 02/19/2024

Electronic Signature of Signing Officer/Director Detail — Date

CORPORATE CHARTER

State of Florida
Department of State

I certify from the records of this office that GFA INTERNATIONAL, INC. is a corporation organized under the laws of the State of Florida, filed on October 20, 1998.

The document number of this corporation is P98000089761.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 19, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Nineteenth day of February, 2024



Secretary of State

Tracking Number: 1871261630CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

FIRM BUSINESS LICENSE

Licensee Details

Licensee Information

Name:	**GFA INTERNATIONAL, INC.** (Primary Name) **UNIVERSAL ENGINEERING SCIENCES** (DBA Name)
Main Address:	**1215 WALLACE DRIVE** **DELRAY BEACH Florida 33444**
County:	**PALM BEACH**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Registry**
Rank:	**Registry**
License Number:	**4930**
Status:	**Current**
Licensure Date:	**02/12/1988**
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. Copyright 2007-2010 State of Florida. Privacy Statement

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

GFA International, Inc

2 Business name/disregarded entity name, if different from above

DBA Universal Engineering Sciences

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) NA

Exemption from FATCA reporting code (if any) NA

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1215 Wallace Drive

Requester's name and address (optional)

6 City, state, and ZIP code

Delray Beach, FL 33444-4600

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

6	5	–	0	8	7	4	9	6	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** [signature] **Date ▶** 01/08/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Obsidian Group Holdings, LLC and Subsidiaries

(A Limited Liability Company)

Consolidated Financial Report
December 31, 2023

CONFIDENTIAL

Contents

Independent auditor's report	1-2
Financial statements	
Consolidated balance sheets	3
Consolidated statements of operations	4
Consolidated statements of member's equity	5
Consolidated statements of cash flows	6-7
Notes to consolidated financial statements	8-27

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RSM US LLP

Independent Auditor's Report

Board of Directors
Obsidian Group Holdings, LLC and Subsidiaries

Opinion

We have audited the consolidated financial statements of Obsidian Group Holdings, LLC and Subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2023 and 2022, the related consolidated statements of operations, member's equity and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of their operations and their cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

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RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Visit rsmus.com/aboutus for more information regarding RSM US LLP and RSM International.

Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings and certain internal control-related matters that we identified during the audit.

RSM US LLP

Fort Lauderdale, Florida
March 27, 2024

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Obsidian Group Holdings, LLC and Subsidiaries
(A Limited Liability Company)

Consolidated Balance Sheets
December 31, 2023 and 2022
(in thousands)

	2023	2022
Assets		
Current assets:		
Cash	$ 33,970	$ 27,471
Contract receivables, net of allowance of 2023—$9,505; 2022—$4,485	122,738	114,459
Costs and estimated earnings in excess of billings on uncompleted contracts	29,498	20,653
Prepaid expenses and other current assets	11,475	7,560
Total current assets	197,681	170,143
Machinery and equipment, net	49,676	46,669
Right-of-use assets, net	64,876	50,121
Goodwill, net	601,778	622,341
Intangibles, net	61,921	66,872
Total assets	$ 975,932	$ 956,146
Liabilities and Equity		
Current liabilities:		
Accounts payable	$ 19,092	$ 16,613
Accrued expenses	43,502	32,726
Income taxes payable	1,787	4,035
Billings in excess of costs and estimated earnings on uncompleted contracts	1,535	2,612
Current maturities of long-term debt	25,282	12,075
Current maturities of lease liabilities—operating	15,597	11,020
Total current liabilities	106,795	79,081
Long-term debt, less current maturities	375,918	317,712
Lease liabilities, less current maturities—operating	50,229	41,165
Deferred tax liabilities	833	10,397
Total liabilities	533,775	448,355
Equity	442,157	507,791
Total liabilities and equity	$ 975,932	$ 956,146

See notes to consolidated financial statements.

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Obsidian Group Holdings, LLC and Subsidiaries
(A Limited Liability Company)

Consolidated Statements of Operations
Years Ended December 31, 2023 and 2022
(in thousands)

	2023	2022
Revenues	**$ 599,890**	$ 526,626
Cost of revenues	**365,877**	330,718
Gross profit	**234,013**	195,908
Operating expenses:		
Selling, general and administrative	**149,503**	129,635
Depreciation and amortization	**94,940**	88,159
Equity-based compensation	**1,437**	1,313
Acquisition costs	**1,507**	971
Total operating expenses	**247,387**	220,078
Operating loss	**(13,374)**	(24,170)
Other (expense) income:		
Interest expense	**(33,082)**	(16,178)
Other income	**382**	1,499
Total other expense	**(32,700)**	(14,679)
Loss before for income taxes	**(46,074)**	(38,849)
Income tax (benefit) expense:		
Federal	**(2,047)**	2,023
State	**1,802**	(24)
Total income tax (benefit) expense	**(245)**	1,999
Net loss	**$ (45,829)**	$ (40,848)

See notes to consolidated financial statements.

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Obsidian Group Holdings, LLC and Subsidiaries
(A Limited Liability Company)

Consolidated Statements of Member's Equity
Years Ended December 31, 2023 and 2022
(in thousands)

Balance, December 31, 2021	$	537,563
Contributions		17,985
Distributions		(8,222)
Equity-based compensation		1,313
Net loss		(40,848)
Balance, December 31, 2022		507,791
Contributions		16,385
Distributions		(37,627)
Equity-based compensation		1,437
Net loss		(45,829)
Balance, December 31, 2023	**$**	**442,157**

See notes to consolidated financial statements.

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Obsidian Group Holdings, LLC and Subsidiaries
(A Limited Liability Company)

Consolidated Statements of Cash Flows
Years Ended December 31, 2023 and 2022
(in thousands)

	2023	2022
Cash flows from operating activities:		
Net loss	$ (45,829)	$ (40,848)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation	16,382	15,348
Amortization of goodwill	73,607	67,945
Amortization of intangibles	4,951	4,866
Amortization of debt issuance costs	1,588	1,328
(Gain) loss on sale of machinery and equipment	(409)	301
Provision for credit losses	5,020	2,828
Equity-based compensation	1,437	1,313
Deferred income taxes	(11,309)	(5,084)
Changes in operating lease right-of-use assets	12,212	11,795
Changes in operating assets and liabilities:		
(Increase) decrease in:		
Contract receivables	(2,179)	(24,957)
Costs and estimated earnings in excess of billings on uncompleted contracts	(7,149)	(2,361)
Prepaid expenses and other current assets	(3,129)	2,910
Increase (decrease) in:		
Accounts payable	1,668	7,737
Accrued expenses	8,803	1,189
Billings in excess of costs and estimated earnings on uncompleted contracts	(1,077)	(2,075)
Income taxes payable	(2,248)	(81)
Lease liabilities – operating	(13,326)	(10,699)
Net cash provided by operating activities	39,013	31,455
Cash flows from investing activities:		
Acquisitions, net	(51,208)	(45,806)
Decrease in escrow receivable	-	8,000
Purchases of machinery and equipment	(18,972)	(12,755)
Proceeds from sale of machinery and equipment	787	-
Payment to seller	-	(957)
(Increase) decrease in long-term assets	-	87
Net cash flows used in investing activities	(69,393)	(51,431)
Cash flows from financing activities:		
Increase in long-term liabilities	-	6
Borrowings of long-term debt	85,700	50,000
Repayments of long-term debt	(14,036)	(9,842)
Borrowings on line of credit	-	5,000
Repayments of line of credit	-	(10,000)
Payment of debt issuance costs	(1,839)	-
Contributions	4,681	3,665
Distributions	(37,627)	(8,222)
Net cash flows provided by financing activities	36,879	30,607

(Continued)

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Obsidian Group Holdings, LLC and Subsidiaries
(A Limited Liability Company)

Consolidated Statements of Cash Flows (Continued)
Years Ended December 31, 2023 and 2022
(in thousands)

	2023	2022
Net increase in cash	**$ 6,499**	$ 10,631
Cash:		
Beginning	**27,471**	16,840
Ending	**$ 33,970**	$ 27,471
Supplemental disclosures of cash flow information:		
Cash paid for interest	**$ 30,746**	$ 13,871
Cash paid for taxes	**$ 13,312**	$ 7,164
Supplemental schedules of noncash investing and financing activities:		
Fair value of membership units of Ultimate Parent issued in acquisitions	**$ 11,704**	$ 14,320
Right-of-use assets:		
Recorded through adoption of ASC 842	**$ -**	$ 38,950
Obtained from new operating lease liabilities	**$ 20,705**	$ 21,466
Measurement period adjustment	**$ -**	$ 2,721

See notes to consolidated financial statements.

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Note 1. Nature of Business and Significant Accounting Policies

Nature of operations: On March 15, 2019, Obsidian Group Holdings, LLC (Holdings) was formed as a Limited Liability Company, under the laws of the state of Delaware. Holdings is a full service environmental and geological consulting organization providing environmental consulting, health and safety, geotechnical engineering, construction materials testing, and inspections, as well as code compliance services across a broad spectrum of industries. Holdings operates under the trade name UES, also known as UES Professional Solutions.

Effective August 31, 2021, all of the equity of Holdings was purchased by Universal Engineering Sciences Holdings, Inc. (Ultimate Parent) through its wholly owned subsidiary, Universal Engineering Sciences Midco, Inc. (Midco).

Principles of consolidation: The consolidated financial statements include Holdings, its wholly owned subsidiary, Obsidian Acquisitions, Inc. (Acquisitions) and all of the subsidiaries of Acquisitions (collectively, the Company) and are prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) and include the accounts of the Company and its wholly owned subsidiaries. The consolidated financial statements include the accounts of the Company and its subsidiaries and only include the results of operations for the periods in which the Company owned the acquired businesses. All intercompany accounts and transactions have been eliminated in consolidation.

The following companies are wholly-owned subsidiaries of Acquisitions as of December 31, 2023:

Alpha Testing Inc.
Aries Consultants, LLC
Biome Consulting Group, LLC
Carmichael Engineering, LLC
Centurion Consultants Holdings, Inc.
Centurion Consultants, LLC
Construction Testing and Engineering South, Inc.
Construction Testing and Engineering, Inc.
Dan Brown and Associates, LLC
Faulkner Engineering Services, LLC
Geo Solutions, LLC
Geotechnology Equipment LLC
Geotechnology Exploration, LLC
Geotechnology Living, LLC
Geotechnology, LLC
Geotek Engineering Company, Inc.
GFA International, Inc.
GPR Testing and Inspection, LLC
Grubbs, Hoskyn, Barton & Wyatt, LLC
GSI Engineering, LLC
InControl Technologies, LLC
IQC Southwest LLC
McGinley & Associates, Inc.
Nova Geotechnical and Inspection Services LLC
Nova Geotechnical and Inspection Services—SoCal
Nova Geotechnical Northern Nevada, LLC
QC Southwest, Inc.
Quality Control Consultants, Inc.
Riner Engineering, Inc.
River City Geoprofessionals, Inc.
d/b/a Wallace-Kuhl & Associates
Rock Engineering and Testing Laboratory, LLC
Speedie & Associates, LLC
Summit Engineering, Laboratory & Testing, Inc.
UES Professional Solutions 18, LLC
(formerly, Contour Engineering, LLC)
UES Professional Solutions 19, LLC
(formerly, GEOServices, LLC)
Universal Engineering Inspections, LLC
Universal Engineering Sciences, LLC

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Note 1. Nature of Business and Significant Accounting Policies (Continued)

Business combinations: In accordance with the Financial Accounting Standards Board's (FASB) guidance on accounting for Business Combinations, the identifiable assets acquired and liabilities assumed in a business combination are recorded at fair value at the acquisition date. Management, in consultation with an independent third-party valuation expert, estimated fair values based on assumptions they believe to be reasonable and representative of those from the perspective of a market participant. These estimates are based on historical experience and information obtained from the management of the acquired entities. Critical estimates in valuing certain of the intangible assets include future expected cash flows from revenue, assumptions about the period of time the acquired intangible assets will continue to provide economic value and discount rates applied to the expected cash flows. Acquisition related costs are expensed as operating expenses when incurred and when the related services have been received and are included in the consolidated statements of operations as transaction costs.

If the initial accounting for a business combination is incomplete by the end of the reporting period in which the business combination occurs, the Company reports provisional amounts for the items for which the accounting is incomplete. During the measurement period, which does not exceed one year, the Company retrospectively adjusts the provisional amounts recognized at the acquisition date or recognizes additional assets or liabilities to reflect new information obtained about facts and circumstances that existed as of the acquisition date and, if known, would have affected the measurement of the amounts recognized as of the date of acquisition.

Use of estimates: The preparation of the consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Estimates and assumptions are reviewed periodically and the effects of revisions are reflected in the consolidated financial statements in the period they are determined to be necessary. Actual results could differ from those estimates.

Risks and uncertainties: During the normal course of business, the Company encounters significant economic and business risk, as well as political, legislative and regulatory risk. The Company, as well as the construction industry as a whole, are affected by changes in economic conditions (such as interest rates, personal income, unemployment levels and consumer confidence) and operate in an intensely competitive environment. In addition, the Company enters into contracts under competitive bidding, which requires them to make estimates of total costs and estimated gross profits. Changes in job performance, job conditions, estimated profitability, and the economic environment and market conditions may result in revisions to costs and revenues. Any adjustments that ultimately may be made because of inherent uncertainties in estimating costs could have a material impact on the consolidated financial statements.

Cash and concentrations of credit risk: Financial instruments that potentially subject the Company to concentrations of credit consist principally of cash and accounts receivables. The Company maintains its cash in bank deposit accounts, which at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company considers all highly liquid investments with original maturities of three months or less to be cash equivalents. As of December 31, 2023 and 2022, the Company did not have any cash equivalents.

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Note 1. Nature of Business and Significant Accounting Policies (Continued)

Contract receivables and allowance for credit losses: Contract receivables are carried at the original charge amount less an estimate made for credit losses based on a review of all outstanding amounts on a quarterly basis, and do not bear interest. Certain customers withhold a retainage amount on the accounts receivable balance, which is generally paid upon completion of the contract. The Company establishes an allowance for credit losses to reduce contract receivables to the net amount expected to be collected. Management exercises judgment in determining its allowance for credit losses, which is based on historical collection and write-off experience, adjusted for current macroeconomic trends and conditions, specific customer collection issues, and using historical experience applied to an aging of accounts. The Company performs ongoing credit evaluations and continuously monitors collections and payments from its customers. Accounts receivables are written off when deemed uncollectible. Recoveries of accounts receivables previously written off are recorded as income when received. At December 31, 2023 and 2022, management determined that the allowance for credit losses was approximately $9,505 and $4,485, respectively.

Machinery and equipment: Machinery and equipment are recorded at cost or at estimated fair value if acquired through a business combination transaction. Depreciation of machinery and equipment is recorded using the straight-line method over their estimated useful lives. Leasehold improvements are amortized over the shorter of the non-cancelable lease term or remaining useful lives. Expenditures for improvements and betterments which extend the useful lives of the assets are capitalized at cost. Expenditures for repairs and maintenance are expensed as incurred.

The estimated useful lives of machinery and equipment are as follows:

	Years
Machinery and equipment	5-15
Vehicles	5
Computers and software	3-12
Furniture and office equipment	5

Intangible assets: Intangible assets consist of trademarks and trade names which are recorded at fair value when acquired and amortized over their estimated useful lives using a method that reflects the pattern in which economic benefit of the intangible asset will be realized over its estimated useful life. Intangible assets are tested for recoverability when events or changes in circumstances indicate that their carrying amount may not be recoverable.

Impairment of long-lived assets: The Company periodically reviews the carrying amount of its long-lived assets, primarily machinery and equipment, right-of-use assets and intangible assets, to determine if circumstances exist indicating an impairment or if depreciation periods should be modified. If facts or circumstances support the possibility of impairment, the Company will prepare a projection of the undiscounted future cash flows of the specific assets and determine if the assets are recoverable. If an impairment exists based on these projections, an adjustment will be made to the carrying amount of the specific assets to reflect the amount of impairment. Management has determined that no impairment of long-lived assets exists as of December 31, 2023 and 2022, and accordingly, no adjustments to the carrying amounts or useful lives of the Company's long-lived assets have been made.

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Note 1. Nature of Business and Significant Accounting Policies (Continued)

Goodwill: Goodwill represents the excess of the purchase price over the value assigned to identifiable asset acquired and liabilities assumed at the acquisition date. The Company amortizes goodwill on a straight-line basis over 10 years. The Company tests its recorded goodwill for impairment upon a triggering event at the entity level. Factors that could trigger an impairment test include, but are not limited to, underperformance relative to historical or projected future operating results, significant changes in the manner of use of the acquired assets or the Company's overall business and significant negative industry or economic trends. As of December 31, 2023 and 2022, the Company determined that no impairment of goodwill exists.

Deferred financing costs: Deferred financings costs represent the costs of obtaining financing arrangements and are being amortized over the term of the underlying debt agreements using the straight-line method, which approximates the effective interest method. The debt issuance costs related to a recognized debt liability are presented on the consolidated balance sheet as a direct deduction from the carrying amount of the debt liability, consistent with debt discounts. As of December 31, 2023 and 2022, unamortized debt issuance costs being recorded as a discount on related debt amounted to $5,140 and $4,890, respectively. Amortization of debt issuance costs of $1,588 and $1,328 for the years ended December 31, 2023 and 2022, respectively, is included in interest expense on the accompanying consolidated statements of operations.

Revenue recognition: The Company's revenues are generated by providing professional engineering services that range from geotechnical evaluations to construction materials inspections. Engineering services are comprised of a mixture of professional services and lab testing.

The Company recognizes revenue in accordance with FASB Accounting Standards Codification (ASC) Topic 606, which provides a five-step model for recognizing revenue from contracts with customers as follows:

- Identify the contract.
- Identify performance obligations.
- Determine the transaction price.
- Allocate the transaction price.
- Recognize revenue.

The majority of the Company's contracts are with private customers. For private customers, statutory mechanics liens provide the Company relatively high priority in the event of lien foreclosures, thus minimizing credit risk. A minority of customers consists of government agencies. For government contracts, future cash flows depend on the Company's ability to continue to obtain federal, state and local government contracts and indirectly on the amount of funding available to these agencies for new and current government projects.

The Company has determined that the revenue associated with both the professional and engineering services is recognized over time as control transfers to the customer, which is the term the services are provided for the duration of the project.

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Note 1. Nature of Business and Significant Accounting Policies (Continued)

The Company recognizes revenue over time using the cost-to-cost method (input method) by comparing the contract costs incurred to date to the total estimated contract costs. The Company believes this method is the most representative depiction of the Company's performance because it directly measures the value of the services transferred to the customer. Subcontractor materials, labor and equipment are included in revenue and cost of revenue. Changes to total estimated contract cost or losses, if any, are recognized in the period in which they are determined as assessed at the contract level.

For contracts structured on a time and materials (T&M) basis, the Company elected the as-invoiced practical expedient as billing equates to revenue earned. T&M contracts have a rate card that designates a fixed amount for each hour of service and unit of testing performed and is billed on a monthly basis to the customer. The Company typically receives payment within 90 days of the invoice date.

Cost of revenues earned include all direct material and labor costs, subcontractors, and rental equipment, and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs and depreciation costs for machinery and equipment. General and administrative costs are charged to expense as incurred. Note that due to contracts being recognized as individual performance obligations are billed, there is no provision for losses on long-term contracts, as allowance for credit losses would cover any accounts receivable not deemed collectable.

Certain construction contracts include retention provisions to assure customers that the Company will perform in accordance with the contract terms and, therefore, not considered a financing benefit. However, retention amounts for the Company are insignificant, as the majority of balances are due upon receipt. The Company has determined that there are no financing components included in contracts as of December 31, 2023 and 2022.

The transaction price for the Company's contracts may include variable consideration, which includes awards and incentives, and reductions to transaction price for liquidated damages. The Company recognizes revenue for variable consideration when it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur. The Company estimates variable consideration for a performance obligation utilizing one of the two prescribed methods: (a) the expected value method, whereby the amount of variable consideration to be recognized represents the sum of probability weighted amounts in a range of possible consideration amounts, or (b) the most likely amount method, whereby the amount of variable consideration to be recognized represents the single most likely amount in a range of possible consideration amounts. When applying these methods, the Company considers all information that is reasonably available, including historical, current and estimates of future performance.

The following table disaggregates the Company's revenues by source for the years ended December 31, 2023 and 2022:

	2023	2022
Construction materials testing	$ 311,943	$ 309,970
Geotechnical	143,974	130,648
Environmental services	83,985	76,785
Other—facilities support services	59,988	9,223
	$ 599,890	$ 526,626

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Note 1. Nature of Business and Significant Accounting Policies (Continued)

The Company offers a variety of services surrounding the area of professional engineering, including the following:

Construction materials testing and inspections: involves various scientific and industry standard methods of testing materials used by the Company's clients in their projects to confirm compliance with corresponding code or other policies. Each test has a fee associated with it. The fee can vary based upon such factors as geographic market, client, volume of work being performed on a project, competitive forces, etc. The majority of contracts require completion of a set of various testing or inspections in order to comply with the project and represent a single performance obligation.

Geotechnical services: involves various scientific and industry standard explorations and reporting required to properly and safely construct a building. The geotechnical report is a tool used to communicate the site conditions and design and construction recommendations to the site design, building design, and construction personnel. Geotechnical services are frequently packaged as a bundle and provided as a set of tests to generate a report indicating the project may proceed. Similar to construction materials, fees are impacted by such factors as geographic market, client, volume of work being performed on a project, competitive forces, etc. Due to the bundling of services, geotechnical inspections are considered a single performance obligation.

Environmental services: includes research of regulatory and other agency records, site reconnaissance of the site and nearby properties, interviews with authorities with knowledge of the property, and preparation of reports that include observations, findings, conclusions and recommendations. The majority of contracts require completion of a set of various services in order to comply with the project and represent a single performance obligation.

Other services: may include a variety of activities such as facilities support, miscellaneous professional engineering services, or add-ons to any of the inspection and testing services identified above. The majority of contracts require completion of a set of various services in order to comply with the project and represent a single performance obligation.

Contract assets and liabilities: Contract assets represent unbilled amounts where the right to payment is subject to more than merely the passage of time and includes performance-based incentives and services provided ahead of agreed contractual milestones. Contract assets are transferred to unbilled receivables when the right to consideration becomes unconditional and are transferred to amounts billed upon invoicing. The increase in contract assets was a result of normal business activity and not materially impacted by any other factors.

Contract assets represent revenue recognized to date in excess of amounts billed to clients and are presented as costs and estimated earnings in excess of billings on uncompleted contracts on the accompanying consolidated balance sheets. Contract liabilities represent amounts billed to clients in excess of revenue recognized to date and are presented as billings in excess of costs and estimated earnings on uncompleted contracts on the accompanying consolidated balance sheets. The Company anticipates that substantially all such amounts will be earned over the next 12 months.

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Note 1. Nature of Business and Significant Accounting Policies (Continued)

Contract assets and liabilities are as follows as of December 31, 2023 and 2022:

	2023	2022
Costs and estimated earnings in excess of billings on uncompleted contracts	$ 29,498	$ 20,653
Billings in excess of costs and estimated earnings on uncompleted contracts	$ 1,535	$ 2,612

In accordance with industry practice, the Company classifies all contract-related assets and liabilities as current under the operating cycle of the Company, a portion of which may not be realized within one year. Contract-related assets and liabilities include contract and retainage receivable, accounts and retainage payable, contract assets and contract liabilities.

Advertising: The Company expenses advertising costs as incurred. During the years ended December 31, 2023 and 2022, the Company incurred $160 and $221, respectively, in advertising costs, which is included in operating expenses on the consolidated statements of operations.

Self-insurance: The Company is self-insured for substantially all medical claims for all entities located in the United States during the year ended December 31, 2023. The Company is self-insured for substantially all medical claims, workers' compensation claims and general and auto liability claims for all entities located in the United States during the year ended December 31, 2022. The Company's responsibility for medical claims is generally capped through the use of a stop loss contract with an insurance company at $275 per claimant per plan year. For claims occurring through December 31, 2022, the Company maintains a per-occurrence retention of $100 and $50 for the workers' compensation and general liability programs, respectively. For the auto liability program, there is an aggregate deductible amount of $500, after which a $250 maintenance deductible applies per occurrence through December 31, 2022. Third-party administrators are used to process claims. The Company uses actual claims data and estimates of claims incurred but not recorded (IBNR) to calculate estimated liabilities for unsettled claims on an undiscounted basis. Although management re-evaluates the assumptions and reviews the claims experience on an ongoing basis, actual claims paid could vary significantly from estimated claims.

As of December 31, 2023 and 2022, the Company recorded a reserve of $2,898 and $4,638, respectively, for claims incurred but not paid including an estimate of claims incurred but not reported and is presented within accrued expenses on the consolidated balance sheets.

Fair value measurements: U.S. GAAP establishes a framework for measuring fair value. Under this framework, fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The valuation hierarchy is based upon the transparency of inputs to the valuation of an asset or liability as of the measurement date. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. The three levels of the fair value hierarchy are defined as follows:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that are accessible at the measurement date.

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Note 1. Nature of Business and Significant Accounting Policies (Continued)

Level 2: Inputs to the valuation methodology include quoted prices in markets that are not active or quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.

Level 3: Inputs to the valuation methodology are unobservable, reflecting the entity's own assumptions about assumptions market participants would use in pricing the asset or liability.

The categorization of an asset or liability within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs The fair value of the intangible assets acquired, the equity issued and certain contingent liabilities issued as consideration in the business combinations discussed in Note 2 were determined using Level 3 measurements based on significant unobservable inputs. Equity-based compensation is reported at fair value, which is based on the estimated value of the equity award at the date of grant. In management's opinion, this is a Level 3 measurement because it is based on significant observable inputs.

Leases: In February 2016, the FASB issued Accounting Standards Update (ASU) 2016-02, *Leases (Topic 842)*, which provides guidance requiring lessees to recognize a right-of-use asset and a lease liability in the consolidated balance sheets for substantially all leases, except for short term leases. Leases will be classified as either financing or operating, with classification affecting the pattern of expense recognition in the consolidated statements of operations. Lessor accounting remains largely unchanged from previous U.S. GAAP but does contain some targeted improvements to align with the new revenue recognition guidance issued under Topic 606.

On January 1, 2022, the Company adopted Topic 842 using the modified retrospective transition method as allowed under ASU 2018-11 which includes the ability to recognize the cumulative effect of the adoption being recorded as an adjustment to retained earnings on January 1, 2022.The Company elected several of the other practical expedients and transition policies as outlined below.

- The Company elected the package of practical expedients permitted under the transition guidance with the new standard. This election allowed the carryforward of historical conclusions for lease identification, lease classification, and initial direct costs.

- The Company is accounting for leases with a term of less than one year under the short-term policy election.

- For agreements in which the Company is the lessee, the Company elected the practical expedient to not separate lease components from the non-lease components for all classes of leased assets.

ASC Topic 842 had a material impact to the Company's consolidated balance sheet as of December 31, 2022, but did not materially impact consolidated net loss or cash flows. The most significant impact was the recognition of right-of-use assets and lease liabilities for operating leases. Adoption of the new standard resulted in the recording of right-of-use assets and lease liabilities of approximately $38,950 and $39,917, respectively, as of January 1, 2022. In connection with the adoption, pre-existing liabilities for deferred rent and various lease incentives of $967 were reclassified as a component of the lease assets. Adoption did not require the Company to record an adjustment to opening retained earnings.

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Note 1. Nature of Business and Significant Accounting Policies (Continued)

Income taxes: Holdings is organized as a limited liability company. Accordingly, current federal and applicable state income tax laws provide that the members separately account for their pro rata shares of Holdings items of taxable income, deductions, losses and credits. Accordingly, no income taxes have been recognized in the accompanying consolidated financial statements for the results of the operations of Holdings for the years ended December 31, 2023 and 2022. Acquisitions is taxed as a corporation. Accordingly, the Company recognizes the income taxes of this entity and its wholly owned subsidiaries in the accompanying consolidated financial statements.

Deferred taxes are provided on a liability method whereby deferred tax assets are recognized for deductible temporary differences and operating loss and tax credit carryforwards, and deferred tax liabilities are recognized for taxable temporary differences. Temporary differences are the differences between the reported amounts of assets and liabilities and their tax basis. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment.

The Company follows the accounting standard on accounting for uncertainty in income taxes. Management evaluated the Company's tax positions and concluded that the Company had taken no uncertain tax positions that require adjustment to the consolidated financial statements. The Company recognizes and measures tax positions taken or expected to be taken in its tax return based on their technical merit and assesses the likelihood that the positions will be sustained upon examination based on the facts, circumstances and information available at the end of each period. Interest and penalties on tax liabilities, if any, would be recorded in interest expense and other non-interest expense, respectively.

Equity-based compensation: Equity-based compensation expense is charged to earnings net of the estimated impact of forfeited awards. As such, the Company recognizes equity-based compensation expense only for those awards that are estimated to ultimately vest over their requisite service period, based on a straight-line method. There may be adjustments to future periods if actual forfeitures differ from current estimates.

Subsequent events: The Company has evaluated subsequent events through March 27, 2024, the date the consolidated financial statements were available to be issued.

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Note 2. Business Combinations

2023 Acquisitions: During the year ended December 31, 2023, Holdings, through its subsidiary, Acquisitions, purchased all of the equity interests of the following entities, to expand the Company's geographic footprint and customer base, on the dates noted below for the consideration listed.

	Date of Acquisition	Total Consideration
Faulkner Engineering Services, LLC (Faulkner)	March 1, 2023	$ 6,344
Grubbs, Hoskyn, Barton & Wyatt, LLC (Grubbs)	April 1, 2023	1,088
Riner Engineering, Inc. (Riner)	May 31, 2023	40,974
Geo Solutions, LLC (Geo Solutions)	June 30, 2023	11,474
Biome Consulting Group, LLC (Biome)	August 31, 2023	4,357
InControl Technologies, LLC (InControl)	November 30, 2023	7,543

Note 2. Business Combinations (Continued)

The acquisitions during the year ended December 31, 2023, have total consideration of $71,780, consisting of $60,076 in cash paid to the sellers and certain third parties on behalf of the sellers and issuance of Class B membership units of the Ultimate Parent, with an aggregate fair value of $11,704. The consideration paid was funded with borrowings on long-term debt of $40,700 and cash of hand of $20,883, net of transaction costs of $1,507.

The fair value of the common stock of the Ultimate Parent was determined based on observable market participant transactions (Level 2) in contemporaneous cash transactions for common stock issued.

The following table summarizes the estimated preliminary fair values of the assets acquired and the liabilities assumed at the date of each acquisition:

	Faulkner	Grubbs	Riner	Geo Solutions	Biome	InControl
Cash	$ 2,370	$ 169	$ 2,799	$ 1,747	$ 320	$ 1,646
Contract receivables	896	859	6,702	746	496	1,421
Costs and estimated earnings in excess of billings on uncompleted contracts	-	873	314	367	-	342
Prepaid and other assets	25	-	295	69	26	38
Property and equipment	118	272	283	-	-	272
Right-of-use assets	408	214	4,620	827	57	136
Goodwill	3,100	(430)	33,046	8,862	3,550	4,916
Total assets acquired	6,917	1,757	48,059	12,618	4,449	8,771
Accounts payable	80	180	47	14	-	490
Accrued expenses	82	275	870	303	35	408
Deferred taxes	3	-	1,548	-	-	194
Lease liabilities	408	214	4,620	827	57	136
Total liabilities assumed	573	669	7,085	1,144	92	1,228
Net assets acquired	$ 6,344	$ 1,088	$ 40,974	$ 11,474	$ 4,357	$ 7,543

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Total consideration for business combination transactions in the year ended December 31, 2023 of $71,780 exceeded the preliminary fair value of net assets acquired. Accordingly, the Company recognized the excess of purchase price over the fair value of the net assets acquired of $53,044 as goodwill. The goodwill arising from the acquisition consists largely of the customer relationships, processes, procedures and knowledge of the workforces in place. The goodwill recognized from the acquisition of Riner is not deductible for income tax purposes, while the majority of the goodwill recognized from all other 2023 acquisitions is deductible for income tax purposes.

The fair value of the acquired machinery and equipment was estimated using a market data approach with the assistance of valuation specialists in the engineering industry.

The fair value of the financial assets acquired includes receivables and costs and estimated earnings in excess of billings on uncompleted contracts for which the fair value was estimated at the net realizable amount and no amounts are believed to be uncollectible.

Note 2. Business Combinations (Continued)

In connection with the 2023 business combination transactions, the Company incurred costs of approximately $1,507, which were included in acquisition costs on the accompanying consolidated statement of operations.

2022 Acquisitions: During the year ended December 31, 2022, Holdings, through its subsidiary, Acquisitions, purchased all of the equity interests of the following entities, to expand the Company's geographic footprint and customer base, on the dates noted below for the consideration listed.

	Date of Acquisition	Total Consideration
Speedie & Associates, LLC (Speedie)	June 30, 2022	$ 34,875
Rock Engineering and Testing Laboratory, LLC (Rock)	July 7, 2022	17,418
Dan Brown and Associates, LLC (DBA)	November 30, 2022	9,209
Carmichael Engineering, LLC (Carmichael)	December 31, 2022	6,495

The acquisitions during the year ended December 31, 2022, had total consideration of $67,997, consisting of $53,677 in cash paid to the sellers and certain third parties on behalf of the sellers and issuance of Class B membership units of the Ultimate Parent, with an aggregate fair value of $14,320. The consideration paid was funded with borrowings on long-term debt of $52,817, net of transaction costs of $971 and cash on hand of $1,831.

The fair value of the common stock of the Ultimate Parent was determined based on observable market participant transactions (Level 2) in contemporaneous cash transactions for common stock issued.

The following table summarizes the estimated preliminary fair values of the assets acquired and the liabilities assumed at the date of each acquisition:

	Speedie	Rock	DBA	Carmichael
Cash	$ 3,782	$ 2,557	$ 1,056	$ 475
Contract receivables	4,609	2,509	1,821	678
Costs and estimated earnings in excess of billings on uncompleted contracts	279	171	48	72
Prepaid and other assets	120	95	-	14
Property and equipment	824	607	1	1,054
Right-of-use assets	1,000	500	-	-
Intangibles	-	-	353	-
Goodwill	26,196	12,446	6,384	4,367
Total assets acquired	36,810	18,885	9,663	6,660
Accounts payable	250	297	105	-
Accrued expenses	685	670	349	165
Lease liabilities	1,000	500	-	-
Total liabilities assumed	1,935	1,467	454	165
Net assets acquired	$ 34,875	$ 17,418	$ 9,209	$ 6,495

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Note 2. Business Combinations (Continued)

Total consideration for business combination transactions in the year ended December 31, 2022 of $67,997 exceeded the preliminary fair value of net assets acquired. Accordingly, the Company recognized the excess of purchase price over the fair value of the net assets acquired of $49,393 as goodwill. The goodwill arising from the acquisition consists largely of the customer relationships, processes, procedures and knowledge of the workforces in place. The majority of the goodwill recognized is deductible for income tax purposes.

The fair value of the acquired machinery and equipment was estimated using a market data approach with the assistance of valuation specialists in the engineering industry.

The fair values of the intangible assets acquired, consisting of trade names of $353, were estimated by applying discounted cash flow models. The fair value measurements were based on significant inputs that are not observable and are considered Level 3 inputs in the fair value hierarchy. Management estimates fair values based upon market participant assumptions they believed to be reasonable. These estimates are based on historical experience and information obtained from management.

The fair value of the financial assets acquired includes receivables and costs and estimated earnings in excess of billings on uncompleted contracts for which the fair value was estimated at the net realizable amount and no amounts are believed to be uncollectible.

In connection with the 2022 business combination transactions, the Company incurred costs of approximately $971, which were included in acquisition costs on the accompanying consolidated statement of operations.

During the year ended December 31, 2023, the Company paid an additional $183, net of cash received, to the sellers of the entities acquired in 2022.

Note 3. Contract Receivables

Contract receivables as of December 31, 2023 and 2022, consists of the following:

	2023	2022
Contract receivables	$ 131,144	$ 118,551
Retainage	1,099	393
	132,243	118,944
Less allowance for credit losses	9,505	4,485
Contract receivables, net	$ 122,738	$ 114,459

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Note 4. Machinery and Equipment

Machinery and equipment as of December 31, 2023 and 2022, consists of the following:

	2023	2022
Machinery and equipment	$ 21,692	$ 16,856
Leasehold improvements	9,974	7,244
Vehicles	24,111	26,611
Computers and software	15,749	8,956
Furniture and office equipment	7,344	4,336
	78,870	64,003
Less accumulated depreciation	29,194	17,334
Machinery and equipment, net	$ 49,676	$ 46,669

Depreciation expense for the years ended December 31, 2023 and 2022, was $16,382 and $15,348, respectively, and is included in operating expenses on the consolidated statements of operations.

Note 5. Goodwill and Intangibles

The following table represents the changes in the carrying value of goodwill as of and for the years ended December 31, 2023 and 2022:

Balance, December 31, 2021	$ 638,172
Measurement period adjustment	2,721
Acquisitions	49,393
Amortization	(67,945)
Balance, December 31, 2022	622,341
Acquisitions	53,044
Amortization	(73,607)
Balance, December 31, 2023	$ 601,778

During 2022, the Company finalized amounts of certain assumed liabilities, including taxes payable, related to acquisitions completed in 2021, which resulted in an increase in goodwill of approximately $2,721.

The Company is amortizing goodwill on a straight-line basis over a useful life of 10 years.

Intangible assets consist of the following at December 31, 2023:

	2023			
	Weighted Average Useful Life (Years)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Trade names	14.9	$ 73,187	$ 11,266	$ 61,921

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Note 5. Goodwill and Intangibles (Continued)

Intangible assets consist of the following at December 31, 2022:

	2022			
	Weighted Average Useful Life (Years)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Trade names	14.9	$ 73,187	$ 6,315	$ 66,872

Amortization expense for intangibles and goodwill was $4,951 and $73,607, for the year ended December 31, 2023, respectively. Amortization expense for intangibles and goodwill was approximately $4,866 and $67,945, for the year ended December 31, 2022, respectively.

The future amortization expense for goodwill and intangible assets recorded as of December 31, 2023, is as follows:

	Goodwill	Intangible Assets
Years ending December 31:		
2024	$ 76,215	$ 4,980
2025	76,215	4,980
2026	76,215	4,972
2027	76,215	4,895
2028	76,215	4,829
Thereafter	220,703	37,265
	$ 601,778	$ 61,921

Note 6. Line of Credit and Long-Term Debt

Outstanding borrowings on long-term debt as of December 31, 2023 and 2022, is as follows:

	2023	2022
Term loan and incremental term loans (a)	$ 315,591	$ 280,938
Delayed draw term loans (a)	87,461	48,976
Other notes payable (b)	130	254
Equipment line of credit (c)	3,158	4,509
	406,340	334,677
Less unamortized debt financing costs	(5,140)	(4,890)
	$ 401,200	$ 329,787

On August 31, 2021, the Company entered into a credit agreement with certain financial institutions which consists of a $210,000 term loan, a delayed draw term loan of $50,000, and a revolving line of credit with a maximum borrowing of $40,000, which are secured by substantially all assets of the Company (the Credit Agreement). In addition, the financial institutions may issue letters of credit under the revolving line of credit which reduces amounts available to be advanced. As of December 31, 2023, there were $7,109 standby letters of credit outstanding for the benefit of vendors requiring them in the ordinary course of business, primarily for the Company's self-insured claims.

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Note 6. Line of Credit and Long-Term Debt (Continued)

The interest rate on the revolving line of credit is determined at the date of borrowing based on the base rate plus applicable margin, as defined in the Credit Agreement. As of December 31, 2023, interest on borrowed funds under the line of credit was 10.25%. As of December 31, 2023 and 2022, there were $0 of borrowings outstanding on the line of credit. The line of credit expires in August 2026.

In December 2021, the Company executed its First Amendment to the Credit Agreement to obtain an $80,000 incremental term loan. In January and July 2023, the Company executed the Second and Third Amendments to the Credit Agreement, respectively, to obtain $45,000 of incremental term loans.

In 2023, the Company obtained two additional delayed draw term loans of $80,000 under the Second and Third Amendment to the Credit Agreement. During 2023 and 2022, the Company has borrowed against the delayed draw term loans to partially fund the acquisitions discussed in Note 2. As of December 31, 2023 and 2022, the Company had borrowed a total of $90,700 and $50,000, respectively, from the delayed draw terms loans. As of December 31, 2023, the Company has $39,300 available borrowings remaining under the delayed draw term loans.

The interest rate on the term loan, incremental term loans and delayed draw term loans (the Term Loans) is the base rate plus the applicable margin, as defined in the Credit Agreement. As of December 31, 2023, interest on borrowed funds under the term loan and incremental term loan was 8.23% to 8.54%. As of December 31, 2023, interest on borrowed funds under the delayed draw term loans was 8.23% to 8.54%.

The term loan and incremental term loans are payable in aggregate quarterly installments of $4,189 through September 30, 2024 and $6,284 from December 31, 2024 through June 30, 2026, with the remainder due under these loans at maturity in August 2026. The delayed draw term loans are payable in aggregate quarterly installments of $1,138 through September 30, 2024 and $1,707 from December 31, 2024 through June 30, 2026, with the remainder due under these loans at maturity in August 2026. Interest is paid quarterly.

Borrowings on the Term Loans and the revolving line of credit are subject to mandatory repayments of excess cash flows beginning in 2022, as defined in the Credit Agreement. The Credit Agreement requires certain financial covenants to be maintained on a quarterly basis including a total net leverage ratio, as defined in the agreement.

(a) The Company also has various notes payable with total borrowings of $130 and $254 as of December 31, 2023 and 2022, respectively. These debt agreements require monthly principal and interest payments and have interest rates ranging from 5.2% to 6.0%, with maturity dates through May 2026.

(b) The Company also has an equipment line of credit with a financial institution with total available borrowings of $10,000. As of December 31, 2023 and 2022, the Company has utilized $2,928 and $4,509, respectively, of funding under the agreement. Interest under the line of credit ranges between 2.92% and 4.11% annually and is paid monthly. The equipment line of credit expires in June 2026, if not renewed.

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Note 6. Line of Credit and Long-Term Debt (Continued)

The various notes payable and equipment line of credit are collateralized by machinery and equipment.

Contractual maturities of long-term debt at December 31, 2023, are as follows:

Years ending December 31:	
2024	$ 25,282
2025	57,189
2026	323,869
	406,340
Less unamortized debt financing costs	(5,140)
	$ 401,200

Note 7. Income Taxes

The provision for income taxes charged to operations for the years ended December 31, 2023 and 2022, consists of the following expense (benefit):

	2023	2022
Current:		
Federal	$ 8,331	$ 5,133
State	2,733	1,950
	11,064	7,083
Deferred:		
Federal	(10,370)	(3,109)
State	(939)	(1,975)
	(11,309)	(5,084)
Total income tax expense (benefit)	$ (245)	$ 1,999

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in future years in which those temporary difference are expected to be recovered or settled. A valuation allowance is recognized to reduce the net deferred tax assets to amounts that are more likely than not to be realized.

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Note 7. Income Taxes (Continued)

Temporary differences between the consolidated financial statement carrying amounts and tax basis of assets and liabilities give rise to significant portions of the net deferred tax liabilities summarized below as of December 31, 2023 and 2022:

	2023	2022
Deferred tax assets:		
Accounts receivable	$ 2,257	$ 1,785
Accrued expenses	63	1
Deferred compensation	2,135	1,852
Lease liability	13,776	10,964
Section 174 expense	4,062	-
Interest expense	4,708	1,700
Equity-based compensation	719	432
Other	1	15
	27,721	16,749
Deferred tax liabilities:		
Property and equipment	9,783	9,824
Intangibles	3,753	6,857
Right-of-use asset	13,545	10,465
Other	1,473	-
	28,554	27,146
Deferred tax liabilities, net	$ (833)	$ (10,397)

The significant items reconciling the expected income tax benefit at the corporate income tax rate of 21% to the actual income tax expense include permanent items, state taxes, limitations on net operating losses due to acquisitions and other items for the years ended December 31, 2023 and 2022.

Note 8. Leases, Commitments and Contingencies

Operating leases: The Company has various cancelable and noncancelable operating leased assets. These assets primarily include buildings and warehouse space, printers and copiers, vehicles, mailroom equipment, office equipment and an aircraft. Payments for these leases are generally fixed; however, there are instances of variable lease payments relating to additional rent payments based on a percentage of all operating costs and real estate costs. Variable lease payments are recognized in the period in which the obligation for those payments is incurred. There are currently no agreements in which the Company the lessor.

Under Topic 842, the Company determines an arrangement is a lease when the Company has the right to control the use of identified property, plant or equipment for a period of time in exchange for consideration.

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Note 8. Lease, Commitments and Contingencies (Continued)

For the leases identified, right-of-use assets and lease liabilities are recognized at commencement date based on the present value of lease payments over the lease term using the rate implicit in the lease, if available, or the calculated incremental borrowing rate. The right-of-use asset also includes any lease payments made in advance and excludes lease incentives. Lease terms may include options to extend or terminate the lease and are recognized by the Company when it is reasonably certain that the options will be exercised. The Company's lease agreements do not contain any residual value guarantees in which payment is probable or material restrictive covenants. Lease expense for operating lease payments is recognized on a straight-line basis over the lease term.

Lease costs for the years ended December 31, 2023 and 2022, are as follows:

	2023	2022
Operating lease costs	$ 16,627	$ 10,757
Short-term lease costs	4,404	291
Variable lease costs	99	79
	$ 21,130	$ 11,127

The Company is committed under several non-cancelable operating leases for its facilities with related parties, who are also members of the Company. These lease arrangements with related parties primarily continue through December 2040.

For the years ended December 31, 2023 and 2022, total lease expense from these related parties were approximately $4,095 and $3,800, respectively, and has been included in the lease costs disclosed above.

Estimated future undiscounted cash flows for operating leases are as follows:

	Third Party	Related Party
Years ending December 31:		
2024	$ 15,112	$ 3,550
2025	12,839	3,137
2026	9,398	2,609
2027	4,798	2,076
2028	2,721	1,915
Thereafter	4,606	18,058
	49,474	31,345
Less imputed interest	(5,876)	(9,117)
	$ 43,598	$ 22,228

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Note 8. Lease, Commitments and Contingencies (Continued)

The following table summarizes the weighted average remaining lease term and discount rate as of December 31, 2023 and 2022:

	2023	2022
Weighted average remaining lease term (years)	10.3	8.3
Weighted average discount rate	5.10%	4.50%

Litigation: Claims and contingencies, including claims and legal actions arising in the ordinary course of business (if any), are recorded as liabilities when the likelihood of loss is probable and an amount of range of loss can be reasonably estimated. In consultation with legal counsel, the Company does not believe there are such matters that will have a material effect on the consolidated financial statements.

Investment in Captive Insurance Company: The Company became a member of a group captive insurance company in 2023 to provide worker's compensation, general liability and automobile liability coverage for its operations. The Company has a non-controlling ownership interest in the group captive for $75,000. This investment is included in other assets in the consolidated balance sheet as of December 31, 2023.

The group captive determines the amount of premium based on the Company's payroll and number of vehicles as well as the prior five years' loss experience and estimated exposures. The Company charges the premium to expense on a straight-line basis over the policy term. If actual incurred losses exceed estimated losses for a policy year, the Company can be assessed an additional premium up to a maximum amount based on a percentage of estimated claims. If any policy year is in a deficit situation, the Company records a reserve up to the maximum assessment for that policy year.

When estimating reserves, management considers a number of factors, including historical claims experience, demographic factors and severity factors. If actual incurred losses exceed these estimates, additional reserves may be required. The estimation process involves uncertainty since management must use judgment to estimate ultimate incurred losses and additional assessments. Part of management's estimation process is to consider the probability of the need for a reserve. No reserves have been recorded as of December 31, 2023.

Note 9. Equity-Based Compensation

On August 31, 2021, the Ultimate Parent adopted the 2021 Equity Incentive Plan (the Plan) to provide an incentive to employees, directors and consultants to secure and retain the services of eligible award recipients, provide incentives for such persons to exert maximum efforts for the success of the Company, and provide a means by which the eligible recipients may benefit from increases in value of the Company. The total number of Class B units reserved for issuance under the Plan is 52,643.

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Note 9. Equity-Based Compensation (Continued)

The units primarily vest as follows: (a) approximately 50% of the units shall vest 20% on each anniversary of the grant date over five years or immediately upon a change of control and are subject to certain provisions as defined in the Plan and the employee's continuous employment with the Company, and (b) the remaining 50% shall vest subject to performance-based vesting terms requiring achievement of specific investment return thresholds (as defined in the Plan) and subject to the employee's continuous employment with the Company. Any portion not vested as of the grantee's termination date will be immediately forfeited. The fair value of each option award is estimated on the date of grant using assumptions that are not readily available and considered Level 3 inputs.

The following table summarizes information relating to the units outstanding as of December 31, 2023, and the changes for the year ended December 31, 2023, is presented as follows:

	Units	Average Grant Date Fair Value
Outstanding at December 31, 2021	32,902	$ 161.32
Granted	19,024	161.32
Exercised	-	-
Forfeited	(3,991)	161.32
Outstanding at December 31, 2022	47,935	161.32
Granted	5,230	183.33
Exercised	-	-
Forfeited	(3,841)	161.32
Outstanding at December 31, 2023	49,324	$ 163.65
Exercisable at December 31, 2023	7,744	$ 228.09

The Company recorded compensation expense of $1,437 and $1,313 during the years ended December 31, 2023 and the 2022, respectively, related to the time-vesting units. At December 31, 2023, the Company has 41,579 unvested options and approximately $5,111 of unrecognized compensation expense of which approximately $2,455 will be recognized when certain performance conditions under the grant agreements become probable of achievement. The remaining unrecognized compensation expense will be recognized ratably through 2028.

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BD25-014R - PROFESSIONAL SERVICES AGREEMENT FOR SUPPLEMENTAL BUILDING INSPECTIONS AND PLAN REVIEW SERVICES (CONSULTANT)

Opening Date: November 1, 2024 7:00 PM

Closing Date: December 10, 2024 3:00 PM

Vendor Details

Company Name:	Calvin, Giordano & Associates, Inc.
Does your company conduct business under any other name? If yes, please state:	No
Address:	580 Village Blvd. Suite 325 West Palm Beach, FL 33409
Contact:	Jessica Koehler
Email:	procurement@cgasolutions.com
Phone:	954-921-7781
Fax:	954-921-8807
HST#:	65-0013869

Submission Details

Created On:	Tuesday December 03, 2024 13:29:25
Submitted On:	Tuesday December 10, 2024 09:14:29
Submitted By:	Jessica Koehler
Email:	procurement@cgasolutions.com
Transaction #:	8a79aa8a-8186-46c6-b1cb-2c5dc8dc63ed
Submitter's IP Address:	99.36.237.129

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "**MANDATORY"** field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank.Do not enter a $0.00 dollar value.

Supplemental Inspections and Plan Review Services

The undersigned agrees to provide **Supplemental Inspections and Plan Review Services** as called for by the Scope of Services and Proposal Documents and Agreement in the manner prescribed therein and to the standards of quality and performance established by the City for the unit price stated in the spaces herein provided.

- SINGLE CERTIFICATION (Any one discipline as a Building, Mechanical, Electrical, or Plumbing Inspector/Plan Review)
- MULTIPLE CERTIFICATIONS (Any combination of Building, Mechanical, Electrical, or Plumbing Inspector/Plan Review)
- ONE DAY EQUALS EIGHT (8) HOURS
- TWO HOUR MINIMUM FOR HOURLY

***The grand total price will be used to calculate the number of points using the formula described in SECTION IV—EVALUATION OF PROPOSALS.**

Description of Services	Hourly Rate Per Individual *	Estimated Potential Hours Annually	Total Annual Cost
Single Discipline Field Inspector	$118.0000	2000	$ 236,000.00
Single Discipline Plans Examiner	$124.0000	2000	$ 248,000.00
		Subtotal:	$ 484,000.00

A LA CARTE - OPTIONAL SERVICES

Proposers should use this form for submitting its Fee Proposal. The following pricing is submitted as "all-inclusive" to provide **Supplemental Inspections and Plan Review Services** in accordance with the requirements identified in this Scope of Work and as set forth in this RFP document.

☐ We will not be submitting for A LA CARTE - OPTIONAL SERVICES

Line Item	AUDIT STAFF POSITION	Hourly Rates *	Comments
1	Single Discipline Field Inspector	$118.0000	
2	Single Discipline Plans Inspector (Overtime)	$159.3000	
3	Multi-Discipline Field Inspector	$0.0000	No bid for Multi-Discipline Field Inspector - System will not allow for us to leave hourly rate blank.
4	Multi-Discipline Field Inspector (Overtime)	$0.0000	No bid Multi-Discipline Field Inspector - System will not allow for us to leave hourly rate blank.
5	Multi-Discipline Plans Examiner	$0.0000	No bid Multi-Discipline Plans Examiner - System will not allow for us to leave hourly rate blank.
6	Multi-Discipline Plans Examiner (Overtime)	$0.0000	No bid Multi-Discipline Plans Examiner - System will not allow for us to leave hourly rate blank.
7	Business Inspector	$90.0000	
8	Business Inspector (Overtime)	$121.5000	
9	Application Technician	$85.0000	
10	Application Technician (Overtime)	$114.7500	
11	Other (specify in comments)	$144.0000	Building Official Hourly Rate

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 to make it an official part of with your Proposal responses.

☐ We will not be submitting for Confirmation of Minority Owned Business

Description	Response *	Comments	
Is your company a Minority Owned business?	No		
Please select the appropriate response	Not Applicable		
Do you possess a certification qualifying your business as a Minority Owned business?	No		
Issuing organization name	Input response in comments box to the right	Not applicable.	*
Date of Issuance	Input response in comments box to the right	Not applicable	*

Letter of Interest

The Letter of Interest shall summarizes the Bidder's primary qualifications and a firm commitment to provide the proposed services.

Line Item	Description	Response *
1	The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services.	City of Boynton Beach, Florida 100 E. Ocean Avenu, Room 115 Boynton Beach, FL 33004 RE: RFP No. BD25-014R - Professional Services Agreement for Supplemental Building Inspection and Plan Review Services Dear Esteemed Members of the Evaluation Committee: Calvin, Giordano & Associates, Inc. (CGA), a SAFEbuilt company, is pleased to submit our proposal in response to the City of Boynton Beach's Request for Proposals (RFP) No. BD25-014R for Supplement Building Inspection and Plan Review Services. With a proven track record of delivering high-quality Engineering, Planning & Zoning, and Supplment Building services to the City, we are eager to continue our partnership with the City. Our commitment is to provide exceptional service that enhances the City's operations and supports its growth and development objectives. For the past 87 years, CGA has evolved from a small two-person surveying firm in Florida into a statewide organization with over 590 employees. Today, we proudly serve 130 clients across municipal, state, and federal government sectors, as well as school districts and higher education institutions in Florida, providing similar services to 58 of them. Our deep experience working with local governments uniquely positions us to deliver effective, reliable solutions that address the specific needs of municipal projects. Our expertise and offerings include: Decades of experience in providing building department services with proven continual renewals since 2009. Access to dozens of certified staff members in South Florida to ensure we meet all contractual Service Level Agreements (SLAs). Industry-leading technology solutions, including proprietary tools for route optimization, electronic plan reviews, and electronic inspections. We have assembled a team of highly qualified and experienced professionals dedicated to exceeding the City's expectations. Our team not only meets but significantly surpasses the City's minimum requirements. Additionally, we offer the expertise of a seasoned Project Manager as a value-added service at no extra cost, ensuring superior project oversight and management that enhances efficiency and effectiveness in service delivery. As President of Calvin, Giordano & Associates, Inc., I am authorized to sign any agreements resulting from this proposal and will provide contract support to our proposed team. For all communications regarding this proposal, please contact Maria Pineda, Account Manager, at 561.696.3496 or via email at mpineda@safebuilt.com. Best Regards, Chris Giordano President of Calvin, Giordano & Associates, Inc.and Chief Executive Officer of SAFEbuilt, LLC

Local Business Status Certification

I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2 below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

By checking the box that you are not submitting for "Local Business Status Certification" you declare that you are not a local business in the City of Boynton Beach.

☑ We will not be submitting for Local Business Status Certification

Is the business located within the City limits of Boynton Beach, Florida? *	Does the business have a business tax receipt issued in the current year? *	Is the business registered with the Florida Division of Corporations? *	Number of years in business *	Business license number *
○ Yes ○ No	○ Yes ○ No	○ Yes ○ No		

Qualifications and Experience/Ability of Professional Personnel

Describe the experience and qualifications of all key Proposer and Sub-Proposer players. Summarize the quality of the firm's support personnel and continuity of staff. Describe the ability to perform additional services and provide technical support throughout engagement. Explain the ability to meet set standards. Provide evidence of a capable and well-organized engagement team and management plan.

Description	Response *
Describe the experience and qualifications of all key Proposer and Sub-Proposer players.	Please refer to Step 4: **Documents Tab** for complete details.
Summarize the quality of the firm's support personnel and continuity of staff.	Please refer to Step 4: **Documents Tab** for complete details.
Describe the ability to perform additional services and provide technical support throughout engagement.	Please refer to Step 4: **Documents Tab** for complete details.
Explain the ability to meet set standards.	Please refer to Step 4: **Documents Tab** for complete details.
Provide evidence of a capable and well-organized engagement team and management plan.	Please refer to Step 4: **Documents Tab** for complete details.

References

In order to be considered**, the Bidder must** list the minimum number of three (3) successfully completed or in progress projects within the last five (5) years of similar scope and complexity in the State of Florida, which shows experience and demonstrates expertise in providing the services as stated herein.

The City is interested in learning of other firms' or government agencies' experiences with your company; as such**, please do not list the City of Boynton Beach as a reference.**

Description	Reference 1 - Completed or In Progress *	Reference 2 - Completed or In Progress *	Reference 3 - Completed or In Progress *
Company Name	Town of Hillsboro Beach	City of Pembroke Pines	City of Parkland
Address	1210 Hillsboro Mile Hillsboro Beach, FL 33062	10100 Pines Boulevard Pembroke Pines, FL 33026	6600 University Drive Parkland, FL 33067
Contact Name	Mac Serda, Town Manager	Charles Dodge, City Manager	Bill Tracy, Building Official
Phone	954.427.4011	954.450.1040	954.753.5447
Email	MSerda@townofhillsborobeach.com	CDodge@ppines.com	btracy@cityofparkland.org

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate “TBD” (To Be Determined) or “TBA” (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

Schedule of Sub-Consultants

The Undersigned Respondent proposes the following major subcontractors for the major areas of work for the Project. The Respondent 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. If not applicable or if no-subconsultants will be used in the performance of this Work, write “Not-Applicable” or “NONE” across the form.

☑ By clicking here I confirm that there are no Subcontractor(s)/Subconsultant(s) and the Bidder shall perform the project with their “**OWN FORCES**”.

Line Item	Name of Sub-Consultant *	Address of Sub-Consultant *	License No. *	Contract Amount *	Percentage (%) of Contract *
1					

Documents

Ensure your submission document(s) conforms to the following:

Documents should NOT have a security password, as City of Boynton Beach may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by City of Boynton Beach.

If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

DOCUMENTS THAT

MUST ACCOMPANY PROPOSAL

IN ORDER FOR SUBMITTAL

TO BE CONSIDERED

COMPLETE AND ACCEPTABLE

- a. Proposer's Qualification Statement - CGA_Qualfications Statement.pdf - Tuesday December 10, 2024 09:14:01
- b. Non-Collusion Affidavit of Proposer - CGA_Non Collusion Affidavit and Certification of Proposer.pdf - Monday December 09, 2024 16:27:42
- c. E-Verify Form Under Section § 448.095 Florida Statutes - CGA_E Verify Form.pdf - Monday December 09, 2024 16:27:50
- d. Certification Pursuant to Florida Statute § 287.135 - CGA_Certification.pdf - Monday December 09, 2024 16:28:00
- e. Anti-Kickback Affidavit - CGA_Anti Kickback Affidavit.pdf - Monday December 09, 2024 16:28:09
- f. Affidavit of Compliance with Foreign Entity Laws - CGA_Affidavit of Compliance with Foreign Entity Laws.pdf - Monday December 09, 2024 16:28:24
- g. Affidavit of Compliance with Anti-Human Trafficking Laws - CGA_Affidavit of Compliance with Anti Human Trafficking Laws.pdf - Monday December 09, 2024 16:28:34
- A. Letter of Interest, B. Firm's Qualifications, C. Qualifications of Project Team and availability of specialty resources, D. Current and Projected Workload of the Proposer, E. References – Past Performance - CGA_Boynton Beach Plan Review and Inspection Services_Proposal.pdf - Monday December 09, 2024 16:29:33
- Florida Professional Licenses, including evidence of required licenses and business permits, W-9 and Sunbiz - CGA_Business Licesnses.pdf - Monday December 09, 2024 16:35:23
- Additional Document (optional)

Addenda & Declarations

Background, Qualifications, and Terms

BACKGROUND:

The City of Boynton Beach serves an area of approximately 16.5 square miles with a population of approximately 80,000. The City provides services to its citizens in many areas, such as law enforcement, emergency medical services, fire control, water and sewer, library services, refuse collection, a municipal golf course, and various park sites and recreational services. The City was incorporated in 1920 and has operated under a Commission-Manager form of government (the City employs some 844 full-time and 41 part-time employees; it had total assets of almost $589 million and revenues of over $232 million for the fiscal year that ended September 30, 2023.

PURPOSE:

The City of Boynton Beach "City" Building Division is requesting sealed proposals from qualified and experienced firms to provide supplemental services to cover staffing on an as-needed basis for building, electrical, mechanical, and/or plumbing inspection and plan review services in accordance with the requirements of Florida Statutes 468, Part XII "Building Code Administrators and Inspectors" Business Inspector, and Application Technician on an as-needed basis.

The City intends to award a contract with an initial term of **Three (3) Years with One (1) Two-Year Renewal period.**

The City reserves the right to award to more than one firm. The firm(s) shall act as independent contractors and not as employees of the City.

Questions related to this RFP are to be submitted to the Purchasing representative through the e-procurement system only by clicking on the "Submit a Question" button for this specific Solicitation.

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Chris Giordano, President, Calvin, Giordano & Associates, Inc.
The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addenda No. 1 Tue November 26 2024 01:19 PM	☑	--

PROPOSER'S QUALIFICATION STATEMENT

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: City of Boynton Beach
Procurement Services
100 E. Ocean Avenue
Boynton Beach, Florida 33435

Submitted By:
Name: Chris Giordano, President
Address: 580 Village Blvd. Suite 325
CITY, State, Zip: West Palm Beach, Florida 33409
Telephone No.: 954.921.7781
Fax No.: 954.921.8807
Email Address.: cgiordano@cgasolutions.com

Check One	
Corporation	X
Partnership	
Individual	
Other	

1. State the true, exact, correct, and complete name of the partnership, corporation, trade, or fictitious name under which you do business and the address of the place of business.

   The correct name of the Proposer is:
   Calvin, Giordano & Associates, Inc.

   The address of the principal place of business is:
   1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316

2. If Proposer is a corporation, answer the following:

   a. Date of Incorporation: June 27, 1985
   b. State of Incorporation: Florida
   c. President's name: Chris Giordano
   d. Vice President's name: Matt Causley, David Stambaugh, Jenna Martinetti, Gianno Feoli, Steve Watts
   e. Secretary's name: Matt Causley and Dawn Hopkins
   f. Treasurer's name: Chris Giordano
   g. Name and address of Resident Agent: CT Corporation

3. If Proposer is an individual or a partnership, answer the following:

a. Date of organization: Not Applicable

b. Name, address and ownership units of all partners:

Not Applicable

c. State whether general or limited partnership: Not Applicable

4. If Proposer is other than an individual, corporation, or partnership, describe the organization and give the name and address of principals:

Not Applicable

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

Not Applicable

6. How many years has your organization been in business under its present business name?

26 years

Under what other former names has your organization operated?

M.E. Berry & Associates, 1937

Berry & Calvin, Inc., 1985

Calvin, Giordano & Associates, Inc. – 1997- 2020

7. Indicate registration, license numbers, or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach the certificate of competency and/or state registration.

Secretary of State Charter No.: M17373

Engineering License No.: 514

Landscape Architecture License No.: LC0000339

8. Did you attend the Pre-Proposal Conference if any such conference was held?

YES [ ] NO [X]

9. Have you ever failed to complete any work awarded to you? If so, state when, where, and why:

No

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

Please refer to TAB C Qualifications of Project Team and Availability for experience of key individuals from our organization that are assigned to the project.

11. State the name of the individual who will have personal supervision of the work:

Pete Deveaugh, K-Maron Perdue, Roman Sanchez

12. State the name and address of the attorney, if any, for the business of the Proposer:
Akerman Stenterfitt, Attorney at Law
Attn: David Ristaino
P.O. Box 32802-4906, Orlando, Florida 32802

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:
SAFEbuilt, LLC – 100%
444 N. Cleveland Avenue
Loveland, CO 80537

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Proposer:
Not Applicable

15. State the name of the Surety Company which will be providing the bond (if applicable), and the name and address of the agent:
Not Applicable

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

		Revenue Index Number
a.	Government Related Work	10
b.	Non-Governmental Related Work	8
	Total Work (a +b):	18

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

17. Bank References:

Bank **Address** **Telephone**

Brock Wilbor, Senior Vice President, 954.362.3554, brock.wilbor@truist.com

Truist Bank - 5350 Town Center Road, Suite 200, Boca Raton, Florida 33486

18. Describe policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

CGA utilizes Ajera to manage the full project lifecycle of each project. As one of our project management tools, the system controls all aspects of the project, including accounting, project management, and resource utilization in real-time. This system is web-based, allowing both internal and remotely placed employees full function capabilities via any Internet connection. The system not only keeps a "live" accounting of all of our projects' budgets, earned to date, work in progress and estimate to complete, but it also allows Project Managers to assign and resource load our staff and projects.

19. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

Please refer to the Quality Control and Quality Assurance section within this attachment.

20. Is the financial statement submitted with your proposal (if applicable) for the identical organization named on page one?

YES [X] NO [ ]

21. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

22. What will be your turnaround time for written responses to City inquiries?

24 hours

23. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries, or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

None

24. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Proposer 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 in which the dispute arose, and a description of the subject matter of the dispute.

Please refer to Litigation Section immediately following this attachement.

25. List and describe all criminal proceedings or hearings concerning business-related offenses to which the Proposer, its principals or officers, or predecessors' organization(s) were defendants.

None

26. Has the Proposer, its principals, officers, or predecessors' organization(s) been convicted of a Public Entity Crime, debarred, or suspended from bidding by any government during the last five (5) years? If so, provide details.

None

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the owner in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the owner to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) _____
Chris Giordano

(Title) President

STATE OF Florida)
COUNTY OF Broward)

The foregoing document was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 9th day of December, 2024, by Chris Giordano, as President of Calvin, Giordano & Associates, Inc. who is personally known to me or who has produced _____ as identification.

_____
Notary Public (Signature)

My Commission Expires: 02/18/25

DAWN HOPKINS
MY COMMISSION # HH 054613
EXPIRES: February 18, 2025
Bonded Thru Notary Public Underwriters



Quality Control and Quality Assurance

CGA understands that our continued success relies upon delivering high-quality services to our clients with attention to detail. Quality Control (QC) is not just a review of the final work product before its delivery to a client. Instead, true quality control is a commitment to an ongoing process of "critical eye" review and oversight throughout the project. Our approach is proactive—we prevent quality issues to the greatest extent possible and prepare for other situations in advance by mitigating risk. Further, our approach is grounded in Total Quality Management principles, with a detailed QC plan tailored to each project. This plan outlines responsibilities, procedures, and standards to facilitate independent checks, reviews, and verification of all data, ensuring compliance with standards and proper coordination of production documents under the contract.

To ensure we consistently deliver and maintain exceptional services for our customers, our Project Manager performs random quality evaluations of our staff throughout the year. These activities include:

- Standardized processes for intake, completion of returned work, email correspondence, review comment letters, inspection reports, and other items to ensure consistency and client satisfaction (e.g., logging review data into each municipality's system).
- Plan review and inspections are conducted using SAFEbuilt's customized checklists for each activity.
- Our Project Manager conducts periodic reviews to ensure completeness, accuracy, and consistency of work performed.
- Periodic peer review of others' plan reviews
- One ½ day ride-along with each inspector each quarter; can perform ride-along checklist at the same time.
- Staff feedback as necessary for any discrepancies or improvements needed.
- For Inspectors: One on the jobsite inspector meeting each month with training/discussion around inspection.
- For Plan Reviewers: One office/virtual meeting with discussion of specific occupancy type, trade discipline, or code interpretation each month.
- Staff is paid to attend both internal and external training to grow professionally and improve skill sets.
- CGA's Account Manager conducts periodic check-ins with clients for feedback on satisfaction with work performed and services provided.
- CGA's Account Manager sends periodic customer satisfaction surveys for feedback on work performed and services provided.
- CGA uses both check-ins and surveys to find possible opportunities to improve client satisfaction, work performed, and services provided, as necessary.

In addition to the routing and tracking systems used for plan review and inspections, staff receive regular training to stay up-to-date on current codes, ordinances, amendments, and regulations. We also mitigate risks through our ability to direct additional resources from our corporate operations or regional operations for immediate staffing needs.

Litigation History

Customer satisfaction is CGA's primary objective for every project undertaken by the firm. As such, CGA endeavors to complete each project on time and within budget. CGA is proud to assert that CGA has not failed to provide products, perform services, or furnished goods for which we have been contracted.

Litigation History involving what have been reviewed to be "material" cases for the last three (5) years for Calvin, Giordano & Associates, Inc., its parent company, SAFEbuilt, LLC, and its sibling companies is provided below.

OPEN

Case Name	Details	Date Filed	Comments
Florida			
Detwiler-Erwin v. CGA	Allegation of negligent permitting, plan review and inspection	Second amended complaint 2/17/22	Matter has proceeded. Plaintiff has made a mediation demand against CGA and another defendant for the full amount claimed, which it now estimates will be ~$850K. A principal defendant appears to be in bankruptcy. We are attempting to minimize the repair cost estimate, which is the majority of the $850K. It does not appear that most damages relate to our work. Mediation is set for 6/238/23. Do not expect to close case at that time.

CLOSED

Case Name	Details	Date	Comments
Florida			
Kupsis v. Cooper	Kupis alleges that we failed to properly issue a permit. Kupis got a permit to put a new roof over existing building and then tried to get a separate permit to add walls connecting the new roof to the old walls and to tear out the old roof. Our view was that this constituted improper piece-mealing of the project.	06/24/21	Settled for $2K
Bridgeport Condo Assoc - Notice	Allegations of negligent permitting and inspection, particularly as to the roof.	No complaint. 2/24/2022	Closed due to no further action
Sage Beach Condo. Ass'n Inc. V. PMG Driftwood LLC, et al.	Condominium alleged a construction defect case against the Developer and the General Contractor Calvin Giordano for poor construction of the building. Case against Calvin Giordano alleges negligence, breach of contract, and violation of the Florida Building Codes Act.	10/22/20	Calvin, Giordano & Associates has been dismissed from this action as a defendant.

State of Florida
Department of State

I certify from the records of this office that CALVIN, GIORDANO & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on June 27, 1985.

The document number of this corporation is M17373.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 5, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifth day of February, 2024

Secretary of State

Tracking Number: 7278348701CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/2/2024

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
McGriff Insurance Services LLC
2200 N. Commerce Parkway
Suite 200
Weston FL 33326

CONTACT NAME: Lauren Mayer
PHONE (A/C, No, Ext): 954-385-6022 **FAX (A/C, No):** 866-802-8684
E-MAIL ADDRESS: lauren.mayer@mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkshire Hathaway Homestate Ins Co	20044
INSURER B : Great American E&S Insurance Company	37532
INSURER C : Everest Indemnity Insurance Company	10851
INSURER D : Everest Premier Insurance Company	16045
INSURER E : Bridgeway Insurance Company	12489
INSURER F : Lexington Insurance Company	19437

INSURED 132SAFEBLLC
Calvin, Giordano & Associates, Inc.
1800 Eller Dr. Suite 600, 114, 501
Fort Lauderdale FL 33316-4208

COVERAGES **CERTIFICATE NUMBER:** 468278306 **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	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE OCCUR X 10,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y	Y	CF3GL00415241	10/3/2024	10/3/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y	Y	CF3CA00337241	10/3/2024	10/3/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
E F	UMBRELLA LIAB OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0	Y	Y	8EA7XL000207903 011170903	10/3/2024 10/3/2024	10/3/2025 10/3/2025	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	SAWC561586	5/12/2024	5/12/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability			TER5325879	10/3/2024	10/3/2025	Each Claim/Aggregate	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess policy #140002058 effective 10/03/2024-10/03/2025 - QBE Ins Corp NAIC #39217 Limits - $5,000,000 part of $10,000,000 Excess of $5,000,000.

CERTIFICATE HOLDER

For Informational Purposes Only

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
Felicia Vinaroub

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These materials are entitled to confidential treatment pursuant to Section 815.04(3) and 812.081(1)(c), Fla. Stat. and pursuant to Section 24(a), Article 1 of the Florida State Constitution and Title X, Sections 119.07(3)(t) and 119.071(1)(c), Fla. Stat."



Profit & Loss Statement
For 12 Months Ended December 31, 2023

	This Month Actual	Year to Date Actual	Year to Date Last Year	Variance
Revenues				
Intercompany Revenue-MTC	$0	$57,805	$171,833	($114,029)
Intercompany Revenue-SB	0	219,689	0	219,689
Services Unbilled	(92,153)	1,417,368	581,709	835,659
Services Refund	(59,342)	(23,967)	(304,200)	280,233
Services Billed	6,508,101	87,136,549	78,661,278	8,475,271
Reimbursables	217,961	2,769,676	2,575,514	194,162
Reimbursables Unbilled	39,482	222,599	27,966	194,633
Consultants (40800)	769,095	9,506,922	8,082,707	1,424,215
Consultants Unbilled	(21,568)	(50,559)	39,326	(89,885)
WIP Reserve	(20,898)	(140,670)	49,823	(190,493)
Services Write-Off	(81,447)	(653,620)	(775,259)	121,639
Expenses Write-off	(37,096)	(218,710)	(47,892)	(170,818)
Consultants Write-off	0	17,679	3,529	14,150
Permit Income	0	202,810	2,042,557	(1,839,746)
Misc. Income	492	48,575	87,639	(39,063)
Total Revenues	**$7,222,627**	**$100,512,146**	**$91,196,529**	**$9,315,617**
Direct Costs				
Direct Labor	2,525,525	34,431,579	29,368,337	5,063,242
Direct Costs - Permitting	8,909	103,588	79,935	23,652
Direct Costs - Consultants	670,246	9,440,915	9,599,750	(158,835)
Direct Costs - Misc	97,095	1,153,031	1,122,936	30,095
Total Direct Costs	**$3,301,775**	**$45,129,112**	**$40,170,958**	**$4,958,154**
Gross Margin	**$3,920,852**	**$55,383,033**	**$51,025,571**	**$4,357,462**
Operating Expenses				
Advertising/Promotions	9,218	68,626	45,992	22,633
Auto - Gas	64,581	850,941	648,634	202,308
Auto - MileageTolls Reimburse	14,649	134,059	108,365	25,694
Auto - Repair	55,847	620,512	422,331	198,181
Auto - Accessories	11	14,008	6,038	7,970
Auto - License	2,359	75,241	34,641	40,601
Auto - Allowance	20,838	250,715	251,214	(499)
Auto - Lease	6,980	624,649	589,647	35,003
Donations	5,000	39,801	15,238	24,563
Corporate Licenses/Dues	0	1,356	5,643	(4,287)

CONFIDENTIAL

These materials are entitled to confidential treatment pursuant to Section 815.04(3) and 812.081(1)(c), Fla. Stat. and pursuant to Section 24(a), Article 1 of the Florida State Constitution and Title X, Sections 119.07(3)(t) and 119.071(1)(c), Fla. Stat."



Profit & Loss Statement
For 12 Months Ended December 31, 2023

	This Month Actual	Year to Date Actual	Year to Date Last Year	Variance
Equipment - Purchase	0	5,497	13,045	(7,548)
Sofware Subscriptions/Maint.	39,433	481,610	490,226	(8,615)
Equipment/Rental	13,803	86,762	73,408	13,354
Insurance	290,108	3,012,766	1,883,372	1,129,394
Office - Rental	147,799	1,870,553	1,674,742	195,811
Admin Fees - Pines	18,728	217,396	199,527	17,869
Office Rent - Pines	19,363	226,529	309,026	(82,497)
Office - Gifts/Awards	2,422	4,691	539	4,152
Office - Expense	4,602	153,310	105,535	47,775
Office - Repair & Maintenance	736	16,346	15,493	852
Postage & Shipping	6,389	62,895	47,713	15,182
Office Reproduction	294	29,616	30,820	(1,204)
Salary - Indirect	1,296,043	14,360,326	11,025,866	3,334,460
Bonus	1,332,176	1,472,423	1,219,673	252,750
Personnel-401K Contribution	91,319	1,217,758	968,326	249,432
Personnel - Taxes	266,260	3,663,730	2,976,727	687,003
Personnel - Insurance/Group Waive	403,036	4,346,000	3,803,790	542,210
Personnel - Education/Seminars	8,264	72,158	65,387	6,771
Personnel - Licenses	1,623	18,906	16,090	2,816
Personnel - Employment	12,521	208,764	153,700	55,064
Personnel - Corporate Events	248	44,324	45,989	(1,666)
Personnel-Misc	0	1,262	0	1,262
Personnel-Prof Clubs/Mtg	6,695	48,486	39,115	9,370
Professional Services	21,690	391,580	428,095	(36,515)
Merchant/Bank Fees	12,640	143,432	141,828	1,604
Late Charges	107	10,606	3,077	7,529
Gain/Loss on Disposal	(31,788)	(116,936)	(66,372)	(50,565)
Subscriptions/Publications	2,341	20,737	22,373	(1,636)
Supplies Office	36,553	369,769	327,660	42,108
Supplies-Uniform	3,422	55,933	57,585	(1,652)
Taxes - Other	3,086	45,258	30,548	14,711
Entertainment	186	23,559	11,470	12,089
Travel	21,774	267,452	198,548	68,904
Utilities - Electric	897	10,128	5,207	4,921
Utilities - Phone/Internet/Ofc	6,153	91,080	188,848	(97,768)
Utilities - Cell Allowance	10,305	161,112	180,016	(18,904)
Utilities - Telephone/Mobile	24,449	412,462	303,831	108,631
Bad Debt Allowance	0	180,000	0	180,000
Total Operating Expenses	**$4,253,162**	**$36,368,186**	**$29,118,564**	**$7,249,622**

CONFIDENTIAL

These materials are entitled to confidential treatment pursuant to Section 815.04(3) and 812.081(1)(c), Fla. Stat. and pursuant to Section 24(a), Article 1 of the Florida State Constitution and Title X, Sections 119.07(3)(t) and 119.071(1)(c), Fla. Stat."



Profit & Loss Statement
For 12 Months Ended December 31, 2023

	This Month Actual	Year to Date Actual	Year to Date Last Year	Variance
Other Expenses				
Depreciation	181,556	2,145,987	1,890,982	255,005
Loss on Dispositon of Assets	0	0	(2,616)	2,616
Interest	(3,030)	99,774	105,298	(5,524)
Total Other Expenses	**$178,527**	**$2,245,761**	**$1,993,664**	**$252,098**
Net Income (Loss) before Allocations	**(510,836)**	**16,769,086**	**19,913,343**	**($3,144,257)**
Allocations				
Total Allocations	**$0**	**$0**	**$0**	**$0**
Net Income (Loss)	**(510,836)**	**16,769,086**	**19,913,343**	**(3,144,257)**

Basis : Accrual

CONFIDENTIAL

These materials are entitled to confidential treatment pursuant to Section 815.04(3) and 812.081(1)(c), Fla. Stat. and pursuant to Section 24(a), Article 1 of the Florida State Constitution and Title X, Sections 119.07(3)(t) and 119.071(1)(c), Fla. Stat."

Balance Sheet
December 31, 2023

Assets

Current Assets		
Cash	($1,248,091)	
Cash - Truist MTC (M.T. Causley)	$1,652,950	
Cash - Truist Dal-Tech	$652	
Cash - Truist FMS (FL Muni Svcs)	$241	
Accounts Receivable - Net	$19,472,075	
Accounts Receivable - Bldg Code	($762)	
Accounts Receivable - Other	$671,164	
Intercompany - MTC	$567,070	
Intercompany - Payroll	$69,539,136	
Work in Progess - Reserve	($143,082)	
Work in Progress	$776,731	
Prepaid Insurance	$58,432	
Prepaid Expenses	$325,233	
Total Current Assets		$91,671,746
Fixed Assets		
Furniture, Fixtures & Equipment	$1,993,026	
Leasehold Improvement	$497,234	
Vehicles	$8,713,847	
ROU 842 Asset	$2,399,936	
Accumulated Depreciation	($7,105,919)	
CIP-Software Development (Internal)	$3,463,000	
Accumulated Amortization	($1,524,510)	
Total Fixed Assets		$8,436,615
Other Assets		
Deposits	$730,411	
Total Other Assets		$730,411
Total Assets		**$100,838,772**

Basis : Accrual Printed : January 11, 2024

CONFIDENTIAL

These materials are entitled to confidential treatment pursuant to Section 815.04(3) and 812.081(1)(c), Fla. Stat. and pursuant to Section 24(a), Article 1 of the Florida State Constitution and Title X, Sections 119.07(3)(t) and 119.071(1)(c), Fla. Stat."

Balance Sheet
December 31, 2023

Liabilities and Equity

Current Liabilities		
Accounts Payable	$833,936	
Refundable Fees - Bldg Code	($171)	
Accrued Payroll Taxes	$136,230	
Short Term 842 Lease Liability	$817,487	
Long Term 842 Lease Liability	$1,688,610	
Deferred Rent	($34,863)	
Accrued Liabilities	$209,200	
Payroll Deduction Payable	$44,167	
Accrued Salaries & PTO	$3,584,162	
Prepaid Fees	$283,044	
Unearned Revenue	$3,269,170	
Note Payable - Equipment Lease	$3,190,134	
Total Current Liabilities		$14,021,106
Long-Term Liabilities		
Total Long-term Liabilities		$0.00
Total Liabilities		$14,021,106
Equity		
Additional Paid In Capital	$8,946,006	
Retained Earnings	$61,102,575	
Net Income	$16,769,086	
Total Equity		$86,817,666
Total Liabilities and Equity		**$100,838,772**

Basis : Accrual Printed : January 11, 2024

CONFIDENTIAL

NON-COLLUSION AFFIDAVIT AND CERTIFICATION OF PROPOSER

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

State of Florida)

:

County of Broward)

Chris Giordano, being first duly sworn, deposes and says that:

1) He/She is President (Title) of Calvin, Giordano & Associates, Inc. (Name of Corporation or Integrator), the proposer that has submitted the attached BID:

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

3) By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion;

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, integrator 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, integrator 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 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

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.

6) BIDDER shall disclose below, to their best knowledge, any City of Boynton Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2022), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Boynton Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

7) Failure to submit this executed statement as part of the bid shall make the bid non-responsive and not eligible for award consideration. In the event the BIDDER does not indicate any names, the CITY shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a BIDDER to disclose any

relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	RELATIONSHIP
None	

Witnesses:

Jessica Koehler
Typed name:

James Messick
Typed name:

BIDDER:

Signed:

Name: Chris Giordano

Title: President

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 9TH day of December, 2024, by Chris Giordano, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 9TH day of December, 2024

DAWN HOPKINS
MY COMMISSION # HH 054613
EXPIRES: February 18, 2025
Bonded Thru Notary Public Underwriters

Notary Public (Signature)

My Commission Expires: 02/18/25

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

Project Name: Supplemental Building Inspections and Plan Review Services

Solicitation No.: BD25-014R

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and
c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

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d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:	Calvin, Giordano & Associates, Inc.
Authorized Signature:	
Print Name:	Chris Giordano
Title	President
Date:	12/9/2024
Phone:	954.921.7781

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of X physical presence or □ online notarization, this 9TH day of December, 2024, by Chris Giordano on behalf of Calvin Giordano & Assoc. Inc. He/she is personally known to me or has produced _____ as identification.

DAWN HOPKINS
MY COMMISSION # HH 054613
EXPIRES: February 18, 2025
Bonded Thru Notary Public Underwriters

Dawn Hopkins
NOTARY PUBLIC
Dawn Hopkins
(Name of Notary Typed, Printed or Stamped)
Secretary
Title or Rank
HH054613
Serial number, if any

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR
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CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

I, Chris Giordano, on behalf of Calvin, Giordano & Associates, Inc. certify

Print Name and Title | Company Name

that Calvin, Giordano & Associates, Inc. does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Consultant of the City's determination concerning the false certification. The Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

1) Contracting with companies for goods or services if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may

subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Calvin, Giordano & Associates, Inc.

COMPANY NAME

SIGNATURE

Chris Giordano

PRINT NAME

President

TITLE

12/9/2024

DATE

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 9TH day of December, 2024, by Chris Giordano, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 9TH day of December, 2024

DAWN HOPKINS
MY COMMISSION # HH 054613
EXPIRES: February 18, 2025
Bonded Thru Notary Public Underwriters

Notary Public (Signature)

02/18/25
My Commission Expires:

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR
BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

ANTI-KICKBACK AFFIDAVIT

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

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, or gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____
NAME – SIGNATURE

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 9TH day of December, 2024, by Chris Giordano, who is personally known to me or who has produced _____ as identification.

Sworn and subscribed before me

this 9TH December 2024

Printed Information:

Chris Giordano
NAME

President
TITLE

Dawn Hopkins
NOTARY PUBLIC, State of Florida at Large

DAWN HOPKINS
MY COMMISSION # HH 054613
EXPIRES: February 18, 2025
Bonded Thru Notary Public Underwriters

Calvin, Giordano & Associates, Inc.
COMPANY

_____
"OFFICIAL NOTARY SEAL" STAMP

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: December 9, 2024 Signed: _____

Entity: Calvin, Giordano & Associates, Inc Name: Chris Giordano

Title: President

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 9th day of December, 2024, by Chris Giordano, as President for Calvin, Giordano & Assoc. Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Dawn Hopkins State of Florida at Large (Seal)

Print Name: Dawn Hopkins My commission expires: 02/18/25

DAWN HOPKINS
MY COMMISSION # HH 054613
EXPIRES: February 18, 2025
Bonded Thru Notary Public Underwriters

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR
BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

TO BE COMPLETED AND UPLOADED ONLINE

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: December 9, 2024 Signed: _____

Entity: Calvin, Giordano & Associates, Inc. Name: Chris Giordano

Title: President

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 9TH day of December, 2024 by Chris Giordano, as President for Calvin, Giordano & Assoc. Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Dawn Hopkins State of Florida at Large (Seal)

Print Name: Dawn Hopkins My commission expires: 02/18/25

DAWN HOPKINS
MY COMMISSION # HH 054613
EXPIRES: February 18, 2025
Bonded Thru Notary Public Underwriters

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR
BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE









Professional Services Agreement for Supplemental Building Inspection and Plan Review Services | The City of Boynton Beach, FL

Request for Proposals No.
BD25-014R

Offeror:
Calvin, Giordano & Associates, Inc.

Due Date and Time:
December 10, 2024 | 3:00 pm EST

Primary Contact
Maria Pineda, Account Manager
561.696.3496
mpineda@safebuilt.com

Address:
580 Village Blvd., Suite 325
West Palm Beach, FL 33409

Telephone No.:
561.684.6161

PROPOSAL RESPONSE



Table of Contents

TAB A Letter of Interest 3
TAB B Firm Qualifications 5
TAB C Qualifications of Project Team and Availability 27
TAB D Current and Projected Workload 82
TAB E References 84
TAB F Required Forms ..... Uploaded Online
TAB G Price Proposal ..... Uploaded Online
APPENDIX A Additional Information 87
APPENDIX B Accpetance of Terms 90
APPENDIX C Confidential Finanicals 93

Tab A



Letter of Interest

Calvin, Giordano & Associates, Inc.

A SAFEbuilt® COMPANY

Building Code Services
Civil Engineering / Roadway & Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering & Inspection (CEI)
Construction Services
Data Technologies & Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Grant Management & Writing
Geographic Information Systems (GIS)
Government Services
Indoor Air Quality (IAQ)
Landscape Architecture
Planning
Project Management
Redevelopment & Urban Design
Surveying & Mapping
Transportation & Mobility
Transportation Planning
Water / Utilities Engineering
Website Development

580 Village Blvd.
Suite 325
West Palm Beach, FL 33409
Tel: 561.684.6161
Fax: 954.921.8807

www.cgasolutions.com

City of Boynton Beach, Florida
100 E. Ocean Avenu, Room 115
Boynton Beach, FL 33004

RE: RFP No. BD25-014R - Professional Services Agreement for Supplemental Building Inspection and Plan Review Services

Dear Esteemed Members of the Evaluation Committee:

Calvin, Giordano & Associates, Inc. (CGA), a SAFEbuilt company, is pleased to submit our proposal in response to the City of Boynton Beach's Request for Proposals (RFP) No. BD25-014R for Supplement Building Inspection and Plan Review Services. With a proven track record of delivering high-quality Engineering, Planning & Zoning, and Supplment Building services to the City, we are eager to continue our partnership with the City. Our commitment is to provide exceptional service that enhances the City's operations and supports its growth and development objectives.

For the past 87 years, CGA has evolved from a small two-person surveying firm in Florida into a statewide organization with over 590 employees. Today, we proudly serve 130 clients across municipal, state, and federal government sectors, as well as school districts and higher education institutions in Florida, providing similar services to 58 of them. Our deep experience working with local governments uniquely positions us to deliver effective, reliable solutions that address the specific needs of municipal projects. Our expertise and offerings include:

- Decades of experience in providing building department services with proven continual renewals since 2009.
- Access to dozens of certified staff members in South Florida to ensure we meet all contractual Service Level Agreements (SLAs).
- Industry-leading technology solutions, including proprietary tools for route optimization, electronic plan reviews, and electronic inspections.

We have assembled a team of highly qualified and experienced professionals dedicated to exceeding the City's expectations. Our team not only meets but significantly surpasses the City's minimum requirements. Additionally, we offer the expertise of a seasoned Project Manager as a value-added service at no extra cost, ensuring superior project oversight and management that enhances efficiency and effectiveness in service delivery.

As President of Calvin, Giordano & Associates, Inc., I am authorized to sign any agreements resulting from this proposal and will provide contract support to our proposed team. For all communications regarding this proposal, please contact Maria Pineda, Account Manager, at 561.696.3496 or via email at mpineda@safebuilt.com.

Best Regards,

Chris Giordano
President of Calvin, Giordano & Associates, Inc.and Chief Executive Officer of SAFEbuilt, LLC

Tab B



Firm Qualifications

PROPOSER'S QUALIFICATION STATEMENT

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: City of Boynton Beach
Procurement Services
100 E. Ocean Avenue
Boynton Beach, Florida 33435

Submitted By:

Name: Chris Giordano, President

Address: 580 Village Blvd. Suite 325

CITY, State, Zip: West Palm Beach, Florida 33409

Telephone No.: 954.921.7781

Fax No.: 954.921.8807

Email Address.: cgiordano@cgasolutions.com

Check One	
Corporation	X
Partnership	
Individual	
Other	

1. State the true, exact, correct, and complete name of the partnership, corporation, trade, or fictitious name under which you do business and the address of the place of business.

   The correct name of the Proposer is:
   Calvin, Giordano & Associates, Inc.

   The address of the principal place of business is:
   1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316

2. If Proposer is a corporation, answer the following:

   a. Date of Incorporation: June 27, 1985
   b. State of Incorporation: Florida
   c. President's name: Chris Giordano
   d. Vice President's name: Matt Causley, David Stambaugh, Jenna Martinetti, Gianno Feoli, Steve Watts
   e. Secretary's name: Matt Causley and Dawn Hopkins
   f. Treasurer's name: Chris Giordano
   g. Name and address of Resident Agent: CT Corporation

3. If Proposer is an individual or a partnership, answer the following:

a. Date of organization: Not Applicable

b. Name, address and ownership units of all partners:

Not Applicable

c. State whether general or limited partnership: Not Applicable

4. If Proposer is other than an individual, corporation, or partnership, describe the organization and give the name and address of principals:

Not Applicable

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

Not Applicable

6. How many years has your organization been in business under its present business name?

26 years

Under what other former names has your organization operated?

M.E. Berry & Associates, 1937

Berry & Calvin, Inc., 1985

Calvin, Giordano & Associates, Inc. – 1997- 2020

7. Indicate registration, license numbers, or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach the certificate of competency and/or state registration.

Secretary of State Charter No.: M17373

Engineering License No.: 514

Landscape Architecture License No.: LC0000339

8. Did you attend the Pre-Proposal Conference if any such conference was held?

YES [ ] NO [X]

9. Have you ever failed to complete any work awarded to you? If so, state when, where, and why:

No

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

Please refer to TAB C Qualifications of Project Team and Availability for experience of key individuals from our organization that are assigned to the project.

11. State the name of the individual who will have personal supervision of the work:

Pete Deveaugh, K-Maron Perdue, Roman Sanchez

12. State the name and address of the attorney, if any, for the business of the Proposer:
Akerman Stenterfitt, Attorney at Law
Attn: David Ristaino
P.O. Box 32802-4906, Orlando, Florida 32802

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:
SAFEbuilt, LLC – 100%
444 N. Cleveland Avenue
Loveland, CO 80537

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Proposer:
Not Applicable

15. State the name of the Surety Company which will be providing the bond (if applicable), and the name and address of the agent:
Not Applicable

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

		Revenue Index Number
a.	Government Related Work	10
b.	Non-Governmental Related Work	8
	Total Work (a +b):	18

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

17. Bank References:

Bank **Address** **Telephone**

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Brock Wilbor, Senior Vice President, 954.362.3554, brock.wilbor@truist.com

Truist Bank - 5350 Town Center Road, Suite 200, Boca Raton, Florida 33486

18. Describe policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

CGA utilizes Ajera to manage the full project lifecycle of each project. As one of our project management tools, the system controls all aspects of the project, including accounting, project management, and resource utilization in real-time. This system is web-based, allowing both internal and remotely placed employees full function capabilities via any Internet connection. The system not only keeps a "live" accounting of all of our projects' budgets, earned to date, work in progress and estimate to complete, but it also allows Project Managers to assign and resource load our staff and projects.

19. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

Please refer to the Quality Control and Quality Assurance section within this attachment.

20. Is the financial statement submitted with your proposal (if applicable) for the identical organization named on page one?

YES [X] NO [ ]

21. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

22. What will be your turnaround time for written responses to City inquiries?

24 hours

23. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries, or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

None

24. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Proposer 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 in which the dispute arose, and a description of the subject matter of the dispute.

Please refer to Litigation Section immediately following this attachement.

25. List and describe all criminal proceedings or hearings concerning business-related offenses to which the Proposer, its principals or officers, or predecessors' organization(s) were defendants.

None

26. Has the Proposer, its principals, officers, or predecessors' organization(s) been convicted of a Public Entity Crime, debarred, or suspended from bidding by any government during the last five (5) years? If so, provide details.

None

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the owner in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the owner to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) _____
Chris Giordano

(Title) President

STATE OF Florida)
COUNTY OF Broward)

The foregoing document was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 9th day of December, 2024, by Chris Giordano, as President of Calvin, Giordano & Associates, Inc. who is personally known to me or who has produced _____ as identification.

_____
Notary Public (Signature)

My Commission Expires: 02/18/25

DAWN HOPKINS
MY COMMISSION # HH 054613
EXPIRES: February 18, 2025
Bonded Thru Notary Public Underwriters



Quality Control and Quality Assurance

CGA understands that our continued success relies upon delivering high-quality services to our clients with attention to detail. Quality Control (QC) is not just a review of the final work product before its delivery to a client. Instead, true quality control is a commitment to an ongoing process of "critical eye" review and oversight throughout the project. Our approach is proactive—we prevent quality issues to the greatest extent possible and prepare for other situations in advance by mitigating risk. Further, our approach is grounded in Total Quality Management principles, with a detailed QC plan tailored to each project. This plan outlines responsibilities, procedures, and standards to facilitate independent checks, reviews, and verification of all data, ensuring compliance with standards and proper coordination of production documents under the contract.

To ensure we consistently deliver and maintain exceptional services for our customers, our Project Manager performs random quality evaluations of our staff throughout the year. These activities include:

- Standardized processes for intake, completion of returned work, email correspondence, review comment letters, inspection reports, and other items to ensure consistency and client satisfaction (e.g., logging review data into each municipality's system).
- Plan review and inspections are conducted using SAFEbuilt's customized checklists for each activity.
- Our Project Manager conducts periodic reviews to ensure completeness, accuracy, and consistency of work performed.
- Periodic peer review of others' plan reviews
- One ½ day ride-along with each inspector each quarter; can perform ride-along checklist at the same time.
- Staff feedback as necessary for any discrepancies or improvements needed.
- For Inspectors: One on the jobsite inspector meeting each month with training/discussion around inspection.
- For Plan Reviewers: One office/virtual meeting with discussion of specific occupancy type, trade discipline, or code interpretation each month.
- Staff is paid to attend both internal and external training to grow professionally and improve skill sets.
- CGA's Account Manager conducts periodic check-ins with clients for feedback on satisfaction with work performed and services provided.
- CGA's Account Manager sends periodic customer satisfaction surveys for feedback on work performed and services provided.
- CGA uses both check-ins and surveys to find possible opportunities to improve client satisfaction, work performed, and services provided, as necessary.

In addition to the routing and tracking systems used for plan review and inspections, staff receive regular training to stay up-to-date on current codes, ordinances, amendments, and regulations. We also mitigate risks through our ability to direct additional resources from our corporate operations or regional operations for immediate staffing needs.

Litigation History

Customer satisfaction is CGA's primary objective for every project undertaken by the firm. As such, CGA endeavors to complete each project on time and within budget. CGA is proud to assert that CGA has not failed to provide products, perform services, or furnished goods for which we have been contracted.

Litigation History involving what have been reviewed to be "material" cases for the last three (5) years for Calvin, Giordano & Associates, Inc., its parent company, SAFEbuilt, LLC, and its sibling companies is provided below.

OPEN

Case Name	Details	Date Filed	Comments
Florida			
Detwiler-Erwin v. CGA	Allegation of negligent permitting, plan review and inspection	Second amended complaint 2/17/22	Matter has proceeded. Plaintiff has made a mediation demand against CGA and another defendant for the full amount claimed, which it now estimates will be ~$850K. A principal defendant appears to be in bankruptcy. We are attempting to minimize the repair cost estimate, which is the majority of the $850K. It does not appear that most damages relate to our work. Mediation is set for 6/238/23. Do not expect to close case at that time.

CLOSED

Case Name	Details	Date	Comments
Florida			
Kupsis v. Cooper	Kupis alleges that we failed to properly issue a permit. Kupis got a permit to put a new roof over existing building and then tried to get a separate permit to add walls connecting the new roof to the old walls and to tear out the old roof. Our view was that this constituted improper piece-mealing of the project.	06/24/21	Settled for $2K
Bridgeport Condo Assoc - Notice	Allegations of negligent permitting and inspection, particularly as to the roof.	No complaint. 2/24/2022	Closed due to no further action
Sage Beach Condo. Ass'n Inc. V. PMG Driftwood LLC, et al.	Condominium alleged a construction defect case against the Developer and the General Contractor Calvin Giordano for poor construction of the building. Case against Calvin Giordano alleges negligence, breach of contract, and violation of the Florida Building Codes Act.	10/22/20	Calvin, Giordano & Associates has been dismissed from this action as a defendant.

State of Florida
Department of State

I certify from the records of this office that CALVIN, GIORDANO & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on June 27, 1985.

The document number of this corporation is M17373.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 5, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifth day of February, 2024

Secretary of State

Tracking Number: 7278348701CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/2/2024

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
McGriff Insurance Services LLC
2200 N. Commerce Parkway
Suite 200
Weston FL 33326

CONTACT NAME: Lauren Mayer
PHONE (A/C, No, Ext): 954-385-6022 **FAX (A/C, No):** 866-802-8684
E-MAIL ADDRESS: lauren.mayer@mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkshire Hathaway Homestate Ins Co	20044
INSURER B : Great American E&S Insurance Company	37532
INSURER C : Everest Indemnity Insurance Company	10851
INSURER D : Everest Premier Insurance Company	16045
INSURER E : Bridgeway Insurance Company	12489
INSURER F : Lexington Insurance Company	19437

INSURED 132SAFEBLLC
Calvin, Giordano & Associates, Inc.
1800 Eller Dr. Suite 600, 114, 501
Fort Lauderdale FL 33316-4208

COVERAGES **CERTIFICATE NUMBER:** 468278306 **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	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE OCCUR X 10,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y	Y	CF3GL00415241	10/3/2024	10/3/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	CF3CA00337241	10/3/2024	10/3/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
E F	UMBRELLA LIAB OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0	Y	Y	8EA7XL000207903 011170903	10/3/2024 10/3/2024	10/3/2025 10/3/2025	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	SAWC561586	5/12/2024	5/12/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability			TER5325879	10/3/2024	10/3/2025	Each Claim/Aggregate	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess policy #140002058 effective 10/03/2024-10/03/2025 - QBE Ins Corp NAIC #39217 Limits - $5,000,000 part of $10,000,000 Excess of $5,000,000.

CERTIFICATE HOLDER

For Informational Purposes Only

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
Felicia Vinaroub

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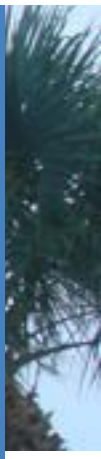


Firm Qualifications

Calvin, Giordano, & Associates, Inc.'s (CGA) history dates to 1937, when the company was formed. Over the past 87 years, our focus has remained on servicing the municipal client space in Florida. CGA maintains established offices in Fort Lauderdale, Miami-Dade, West Palm Beach, Port St. Lucie, Estero, and Clearwater.

From the beginning, much of our reputation was built on repeat business with clients from the public and private sectors. Our large number of repeat and long-term clients affirm that using a personal approach and delivering quality work is the key to our success. Because of our diversity, CGA can control the entire process, offering a host of professional services as a one-source partner or efficiently tackling time-sensitive individual projects, providing customized solutions with handpicked teams of highly experienced professionals.

CGA strategically provides a broad range of services to meet our client's needs. Our professional services include:

- Building Code Services
- Civil Engineering/Roadway & Highway Design
- Code Compliance
- Construction Engineering & Inspection
- Construction Services
- Data Technologies & Development
- Electrical Engineering
- Civil Engineering
- Environmental Services
- Facilities Management
- Geographic Information Systems
- Governmental Services
- Grant Management & Writing
- Landscape Architecture
- Planning
- Project Management
- Surveying & Mapping
- Transportation & Mobility
- Transportation Planning
- Water/Utility Engineering
- Engineering Plan Review

For nearly nine decades, we have gained institutional knowledge and a comprehensive understanding of the best approaches and methods to provide municipal clients with the operational services they need. We continue to grow, evolve, and adapt to the changes in the industry and client expectations. As such, we have increased our service line delivery through the years to include and exceed those contemplated by the RFP package.

Our team includes professionals with direct public agency experience, ensuring full compliance with all federal, state, and local regulations and standards. This diverse expertise sets CGA apart, enabling us to consistently deliver projects on time, under budget, and beyond expectations.

FIRM PROFILE

YEAR FOUNDED

1937

OWNERSHIP

Subsidiary of SAFEbuilt, LLC

CGA HEADQUARTERS

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
P: 954.921.7781
F: 954.921.8807

EMPLOYEES

603 Employees in Florida

1,700+ Employees Nationally

CLIENTS

Currently Supporting 130 Municipal, State, and Educational Clients in Florida

SIGNING AUTHORITY

Chris Giordano
President & Chief Executive Officer of SAFEbuilt, LLC
954.266.6475
cgiordano@cgasolutions.com

Our success is directly intertwined with the fabric of so many municipalities in Florida. We pride ourselves on being part of their history as much as they are part of ours.



Original M.E. Berry & Associates Survey Party, February 1942

History

Founded in 1937 as M.E. Berry & Associates, a small two-person surveying firm in Hollywood, Florida, CGA has since grown into a multidisciplinary leader, expanding services, offices, and capabilities. Our diverse expertise allows us to manage entire projects as a one-source partner or address time-sensitive needs with customized solutions and expert teams.

Since joining SAFEbuilt in 2018, we have elevated our community development services, providing top-tier expertise and resources to municipal and private clients nationwide. We have also expanded both our service offerings and our geographic reach, continuing to grow and evolve.

Ownership

CGA is a subsidiary of SAFEbuilt, LLC, a national community development and infrastructure support services provider. The Riverside Company of Cleveland, OH, wholly owns SAFEbuilt, LLC, and its family of companies. Since 2014, SAFEbuilt has acquired 18 companies nationwide, including the brands presented below.

The SAFEbuilt Family of Brands

M.T. CAUSLEY, LLC. — A SAFEbuilt COMPANY

MTCI PRIVATE PROVIDER SERVICES, LLC — A SAFEbuilt COMPANY

Calvin, Giordano & Associates, Inc. — A SAFEbuilt COMPANY

INTERWEST — A SAFEbuilt COMPANY

DAL-TECH ENGINEERING, INC. — A SAFEbuilt COMPANY

PA MUNICIPAL CODE ALLIANCE, INC. — A SAFEbuilt COMPANY

WEINTRAUB Engineering and Inspections, Inc. — A SAFEbuilt COMPANY

winston services, inc. — A SAFEbuilt COMPANY

All of our staff have previous experience working directly for or supporting municipalities, giving them a unique insight from "both sides of the table." Taking advantage of our diversified staff's experience and knowledge distinguishes CGA as a professional consultant and allows our team to repeatedly complete projects on-time, under budget, and exceeding expectations while doing so.

In 2018, we joined the SAFEbuilt family of companies, providing our clients with the stability and depth of resources of a national company with service delivery at a local level. CGA provides a comprehensive range of building department services to municipalities throughout Florida. We leverage our extensive local knowledge alongside the broader capabilities of our parent company, SAFEbuilt, to deliver each client the highest levels of service, expertise, and resources.

Today, CGA's 600+ employees support 130 municipal, state, and federal governments, school districts, and higher learning institutions. We provide the same or similar services to the 51 municipal clients presented in the table below.

Client	Similar Services
Village of Bal Harbour	Building Inspection and Plan Review
Town of Bay Harbor Islands	Building Inspection
City of Boynton Beach	Building Inspection, Plan Review, and Building Department Management
Charlotte County	Building Inspection and Plan Review
City of Coconut Creek	Building Inspection, Plan Review, and Building Department Management
City of Coral Springs	Building Inspection and Plan Review
City of Crystal River	Building Inspection, Plan Review, Building Department Management, and Fire
Town of Cutler Bay	Plan Review, Building Inspection, and Permit Technician
Town of Davie	Building Inspection, Plan Review, and Construction Engineering Inspection
City of Deerfield Beach	Building Inspection, Plan Review, Code Enforcement, and Building Department Management
City of Doral	Building Inspection, Plan Review, and Building Official
City of Dunedin	Code Enforcement
Village of Estero	Plan Review, Building Inspection, Permit Technician, and Building Department Management
City of Fort Lauderdale	Building Inspection and Plan Review
Town of Fort Myers Beach	Building Inspection, Plan Review, Construction Engineering, Planning & Zoning, and Building Department Management
City of Fort Myers	Code Enforcement
City of Hallandale Beach	Building Inspection, Plan Review, Building Official, and Permit Technician
Town of Hillsboro Beach	Building Inspection, Plan Review, Code Enforcement, and Building Department Management
City of Hollywood	Building Inspection and Plan Review
Village of Indiantown	Building Inspection, Plan Review, and Building Department Management
Town of Jupiter	Building Inspection and Plan Review
City of Lake Mary	Plan Review
Town of Lantana	Building Inspection, Plan Review, and Building Department Management,
Town of Lauderdale By The Sea	Code Enforcement
City of Lauderdale Lakes	Building Inspection and Plan Review
City of Lighthouse Point	Building Official, Building Inspection, Permit Technician and Plan Review
Town of Loxahatchee Groves	Building Department Management, Building Official, Code Enforcement, and Permit Technician
City of Marco Island	Construction Engineering Inspections
City of Margate	Building Department Management, Building Inspection, and Plan Review
Miami-Dade County	Construction Engineering Inspection
City of Naples	Building Inspection and Plan Review

Client	Similar Services
City of New Smyrna Beach	Building Inspection and Plan Review
Village of North Bay	Code Enforcement
City of North Lauderdale	Code Enforcement
City of North Miami Beach	Construction Engineering Inspection
City of North Port	Building Inspection and Plan Review
City of Oakland Park	Construction Engineering Inspection, Building Inspection, and Plan Review
Town of Orchid	Code Enforcement
Osceola County	Building Inspection and Plan Review
Village of Palmetto Bay	Construction Engineering Inspection, Building Inspection, Code Enforcement, Building Department Management
City of Parkland	Building Inspection and Plan Review
City of Pembroke Pines	Building Department Management, Building Official, Permit Technician, Building Inspection and Plan Review
City of Pompano Beach	Construction Engineering Inspection
Village of Sea Ranch Lakes	Code Enforcement
Seminole County	Building Inspection and Plan Review
City of South Pasadena	Building Inspection and Plan Review
City of St. Cloud	Building Department Management, Building Inspection, and Plan Review
City of Tamarac	Building Department Management, Building Inspection, and Plan Review
City of Weston	Code Enforcement and Construction Engineering Inspections
City of Wilton Manors	Building Department Management, Building Official, Building Inspection, Permit Technician, and Plan Review
City of Winter Park	Building Inspection

As part of the SAFEbuilt family of companies, we will focus on continued growth in Florida, implementing new technologies and expanding our services along the way to meet the ever-changing needs of our clients. We will strive to develop new partnerships with organizations and businesses to provide superior services and create an even more comprehensive suite of solutions for their clients. As the world of construction and development continues to evolve, CGA will remain committed to providing its clients with the best solutions, helping them achieve their goals and create a better future.

Subcontractors

The building department services required by the City are part of CGA's core competencies; thus, we will not require subcontractor support for a contract with the City.

Local Office

CGA's office in West Palm Beach will be the City's local project office. The offices are located at the following address: 580 Village Blvd, Suite 325, West Palm Beach, FL 33409 | P: 561.684.6161.

"I use CGA anytime the project success is critical. My commission routinely praises the team at CGA. They make us all look brilliant"
– William "Mac" Serda, Town Manager, Town of Hillsboro Beach, FL

Overall Approach to the Project

Our Building Division always aims to provide efficient, state-of-the-art, customer-friendly services that allow our staff to deliver a code-compliant completed project to the residents, businesses, and the City. To ensure contract success, we promote the importance of communication at every level of our organization. Using leading-edge technology, we can communicate more efficiently with our clients, residents, contractors, co-workers, and support staff. Communication throughout the organization is stressed to ensure our clients are up-to-date on all larger-scale permits in the City. This communication makes the team more efficient in their daily scope of services, e.g., when a large-scale project may be added to the City's tax roll or could provide staff with information regarding a stoppage of work or delay in construction. We believe that knowledge is power, and we strive to provide our clients with as much knowledge about the status of the services we provide as possible.

As part of our approach, we inspire our teams to look at how they perform every task under their purview and look for ways to make these duties run more efficiently to benefit the client, CGA, and themselves. In partnership with the City, CGA will continue to drive efficiencies and innovations and leverage new technologies to serve our client communities.

CGA staff is professional in every way, and our goals are to support the City in its efforts to maintain an efficient and effective building department. All staff will accept directions and instructions while performing their responsibilities independently and professionally with minimal supervision required. CGA conducts training and mentoring throughout the year to ensure that appropriate actions follow this concept. Hiring professional staff is the key to providing exceptional service. As a standard, CGA staff will:

- Be respectful to neighbors, contractors, staff, and supervisors at all times.
- Be professional and courteous at all times.
- Consistently follow the rules and procedures of the City.
- Be able to provide and accept constructive criticism with professionalism.
- Be able to perform their responsibilities successfully, independently, and efficiently in a diverse environment with minimal direct supervision.
- Work reliably on a regular schedule.
- Effectively utilize the City's computer systems.
- Protect confidential information with integrity.
- Attend meetings as required by the City.
- Prepare and record written reports and records of daily activities accurately in the City's system of record.
- Provide professional and accurate interaction with owners, contractors, architects, engineers, neighbors, co-workers, and supervisors.
- Provide services during the hours needed by the City, and be available to respond after-hours emergencies when needed.
- Respond to inquiries via phone or email within 24-hours (next business day) of receipt or sooner.
- Safely operate a motor vehicle in a professional, courteous manner.
- Work effectively with all co-workers regardless of their employer.

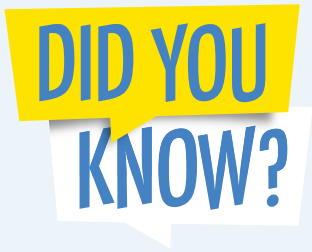


Plans Examiners

CGA's plans examiners are dedicated to maintaining meticulous attention to detail and accuracy in their work. They excel in clear written communication for notations and documentation, ensuring that all necessary information is conveyed effectively. Our examiners are also skilled verbal communicators and comfortable engaging with municipal officials, residents, engineers, architects, and design professionals. Additionally, they are adept at managing their time and swiftly transitioning between reviews, balancing competing project schedules to meet deadlines efficiently.

The staff proposed will review permit applications, plans, and other required documents, including shop drawings and product approvals. Plans Examiners create detailed comments regarding conflicts between the plans with applicable codes.

Our proposed Plans Examiners will review plans during the City's normal business hours and after hours and weekends if needed to keep up with increased workflow. The Plans Examiners will approve applications when the file complies with all applicable laws, codes, and ordinances. The review of plans will result in the recommendation of approval, approval with modification, or denial of the plans. If the permit file is deficient, the Plans Examiners will provide concise comments identifying the deficiencies and citing the applicable code section. Our staff will provide the customer with a clear path to approval. The Plans Examiners will also meet with and assist design professionals, contractors, and homeowners to answer questions about the code and its intent.



CGA is the largest employer of BORA-approved staff, enabling us to adjust our workforce to meet our clients' workload demands effectively. This flexibility allows us to scale our team up or down as project volumes fluctuate.

The Plans Examiners will provide plan reviews for clients with schedule constraints or an aggressive schedule at the discretion of the Building Official or Assistant Building Official. All trades or disciplines included in the proposed services will be reviewed to ensure compliance with adopted building, residential and commercial, plumbing, electrical, mechanical, fuel gas, and energy conservation codes, and other City ordinances and state statutes. When the review is complete, all plan reviews will be documented in the City's system of record.

The Proposed Plans Examiners for the City will:

- Examine, review, and analyze construction drawings, plans, and specifications to ensure compliance with adopted local, state, and federal codes, ordinances, policies, and regulations.
- Receive and record incoming plans submitted, providing the customer with the ability to track progress.
- Attend pre-submittal and pre-construction meetings as requested and be available for consultations as needed.
- Process plan review comments and plan review actions via Bluebeam or the City's preferred method for electronic plan review.
- Return all emails/voicemails within 24 hours.
- Determine the scope of the project before plan review.
- Conduct pre-plan review meetings as necessary.
- Review all construction documents and plan sets for all trades within proposed time frames.
- Use compliance checklists during plan reviews.
- Provide (at a minimum) the following in the plan review letter:
  - Cite the applicable construction drawing sheet number(s).
  - Note code section(s) and provide the code language.
  - Provide a brief but concise comment explaining the identified issues.
- Return approved plans/associated documentation to the applicant in a timely and professional manner.
- Provide design advice only in the context of achieving code compliance (written and verbal communication).
- Perform plan reviews within specified time frames.
- Determine and communicate valuation/fee updates to the City.

CGA will follow up on the status of reviews and will incorporate comments into one plan review in order to minimize correspondence. A full review of the plans will be completed so that only the comments sent out for correction need to be reviewed upon resubmittal. All reviews will be sent to the applicant electronically.

A pre-submittal meeting will convene when requested by the applicant or if our Plans Examiners feel it will result in a more seamless plan review process.

A pre-construction meeting will convene when the contractor or building department staff feel it will contribute to a smooth start and ongoing building project. The process includes reviewing inspection requirements, testing, and special reporting requirements. CGA will provide the main points of contact for building department staff and contractor staff contact lists.

Copies of corrections will be entered into the City's system of record. Resubmitted plans shall be submitted directly to the City or shipped or delivered directly to our office.

Following these steps, the applicant pays the appropriate fee to the City, and the permit is issued. By assigning a number at the time of intake, the permit can be tracked by number throughout the life of the project via the jurisdiction's system of record.

Our Plans Examiners can conference with clients and project teams in-person, by phone, or via teleconference or web conference. All transfers of files should be handled directly from the jurisdiction to CGA. Our process has been designed to be not only convenient for our client jurisdictions but also highly convenient for the designers and permit applicants being served.

Bluebeam Revu

Our team typically uses Bluebeam Revu to review plans electronically and in hard copy when customers are unable to use electronic platforms. This system gives all stakeholders the ability to access and manage a master set of digital documents, perform concurrent reviews, and collaborate on the same PDF together in real-time, and includes the following features:



- Industry-standard markups, including text, pen marks, highlights, clouds, CAD symbols, measurements, and text stamps. These tools replicate pen and paper, allowing reviewers to add comments to electronic plans and request revisions efficiently.
- The Tool Chest, where each reviewer can create and save custom tool sets for specific needs.
- A "Compare Documents" feature instantly clouds the differences between drawing revisions.
- An integrated "Markups" list allows technicians to view and track comments during the permitting process and summarize them into a PDF report.

Plan Review Turnaround Time

CGA proposes the following plan review turnaround times for a contract with the City.

Deliverables			
Pre-submittal Meetings	Provide pre-submittal meetings to applicants by appointment.		
Plan Review Turnaround Times 	Provide comments within the following time frames: Day 1 = first full business day after receipt of plans and all supporting documents.		
	Project Type	**First Comments**	**Second Comments**
	Residential within	5 working days	3 working days or less
	Tenant improvements within	5 working days	3 working days or less
	Multi-family within	10 working days	5 working days or less
	New commercial within	10 working days	5 working days or less
	Commercial alteration within	10 working days	5 working days or less
	Stand-alone permits (plumbing, mechanical) within	5 working days	3 working days or less
	Permis for HVAC, water heater, re-roof, etc.	1 working day	<1 working day or less

National Plan Review Program

In addition to the Plans Examiners dedicated to the City of Boynton Beach, we offer backup support from our 48 multi-disciplinary Plans Examiners through our National Plan Review (NPR) program. This service is ideal for managing workload efficiently.

CGA has provided remote plan review services since 2012. During the COVID-19 pandemic, we launched the NPR program to ensure uninterrupted service, and it has grown to include experts in areas such as education, fire, post-disaster, site/civil, seismic, and structural projects. This streamlined process, shown in **Figure 2**, enhances efficiency and reduces costs.

NATIONAL Plan Review



Figure 1. Plan Review Process with Our National Plan Review Team

Our NPR Plans Examiners hold multiple ICC certifications, with ten members achieving ICC Master Code Professional (MCP) status. The team also includes licensed engineers, architects, and trade specialists. Our NPR team can perform the following types of reviews:

- Building
- Residential, Commercial, Industrial, and Emergency
- Accessibility
- Structural/Civil Engineering
- Mechanical
- Plumbing
- Electrical
- Fire
- Health
- Fire Alarm and Sprinkler
- Landscape
- Traffic
- Site Plan Review
- Energy
- Green Building

The benefits of this approach include:

Access to Multi-Discipline Experts: Remote plan review gives the City of Boynton Beach access to highly credentialed Plans Examiners nationwide, providing expertise that would be costly to staff locally.

Concurrent Reviews: National network access allows for concurrent reviews across time zones, speeding up turnaround times and preventing development delays.

Expedited Plan Reviews: The City of Boynton Beach can expedite reviews for clients with tight deadlines or behind-schedule projects.

Eliminating Turnaround Complaints: A strict workflow increases efficiency, reducing delays and ensuring timely reviews.

Remote Access and Transparency: Clients can submit and track their plans online, 24/7, without being restricted by office hours or waiting for updates.



"Reliable. CGA has always been available to help us when we needed them."

— Alex Hernandez, Building Official, City of Coral Springs, FL

Inspectors

Inspectors for all trades and disciplines work with City staff, contractors, builders, owners, and the general public. As such, they must be helpful, patient, and, above all, very knowledgeable of the relevant codes and ordinances. Our Inspectors are trained to take an educational approach when working with our clients and their customers. Before contract start, all team members will refresh their knowledge of codes and ordinances unique to the City. We know that technical competence, while expected, is not enough. Experience and careful consideration of issues and impacts are also critical.

CGA Inspectors will conduct technical field inspections of residential and commercial structures and equipment installations during the various phases of construction, installation, and operation, assuring work conforms to all applicable building codes and approved plans and specifications. The Inspectors will issue written comments if the work is not in accordance with the approved plans or applicable codes. The Inspectors will maintain formal inspection records and process inspection comments and results immediately upon completion—and always within the same business day.

CGA uses GPS routing software to ensure inspections are conducted efficiently and within the allotted time scheduled. Inspection checklists and building guides are accessible from the Inspector's tablets to assist customers in the field. Electronic versions of the codebooks are available on their tablets as well.

The Inspectors will advise and confer with architects, engineers, City personnel, homeowners, contractors, and developers. Questions, concerns, and inquiries will be received and responded to within one business day. The CGA team will be available to the City throughout all construction phases.

The Proposed Inspectors for the City will:

- Review all plans submitted before each inspection.
- Adhere to scheduled inspection times.
- Conduct all inspections within 24-hours of request received by the City's Building Official and Development Services Director.
- Verify approved plans are on site and verify construction has not deviated from approved plans.
- Verify on-site condition is consistent with the appropriate records for square footage, setbacks, heights, and other requirements that may be applicable.
- Use inspection checklists and codebooks during inspections.
- Perform field inspections in accordance with the City's adopted ordinances, codes, and standards.
- Inspect industrial, commercial, residential, and multi-family buildings during various stages of construction and remodeling for compliance with all adopted codes and ordinances of the City of Boynton Beach.
- Analyze sites and buildings undergoing change of use or occupancy, buildings being moved or demolished, and damaged or dilapidated buildings.
- Make decisions regarding compliance with sound engineering practices, codes, and ordinances of the City, State, and Federal agencies and construction methods under the supervision of the Building Official.

- Work with contractors to facilitate appropriate remedies for code violations.
- Issue stop-work notices as needed.
- Enter inspection results into the City's permitting application.
- Result inspections and review reports and comments with the construction contractor on site whenever possible.
- Provide the written inspection results to the City and the client at the conclusion of the inspection.

All inspections will be resulted per the City's guidelines and via their system of record. CGA verifies that all inspection records, including daily records of what was inspected, are entered into the City's system of record. Inspection reports provide information about whether they failed, passed, or need re-inspection. Our team works hard to minimize delays to builders and provide helpful advice and counsel to builders, owners, engineers, and architects to enhance the construction process's orderly flow while maintaining an effective level of enforcement. Inspectors ensure construction changes are documented and approved by appropriate City staff.

Inspection Turnaround Time

CGA's staff will monitor the City system of record for next-day inspections. Most inspections take between 15 minutes and 2 hours to complete, depending on the type of inspection. We offer weekend and after-hours inspections on a scheduled basis for an additional fee. We will, of course, make ourselves available to respond to inspections related to emergencies.

Inspection Services by Type

The individual types of inspections we perform include, but are not limited to:

- Accessibility
- Accessory Building
- Certificate of Occupancy
- Commercial & Residential
- Construction Engineering Inspection
- Construction Load Draw
- Electrical
- Fence
- Irrigation
- Land Use
- Mechanical
- Mobile Home
- New Construction
- On-Site Sewage Facilities
- Plumbing
- Post-Disaster
- Property Maintenance
- Virtual Inspections
- Roof
- Sign
- Site/Civil
- Structural
- Substandard Structure
- Swimming Pool
- Building Safety Inspection Program (BSIP)10 and 25 Year



Staff Training

CGA's and SAFEbuilt leadership have implemented a program that allows employees to access comprehensive training, continuing education, and coaching. The focus on continuing education ensures that staff stays up to date with local, state, and federal codes, regulations, amendments, and the latest best practices, reducing the need for constant reference to code books in the field.

All building services staff receive a minimum of 40 hours of training per calendar year—48 hours per calendar year for every new code adoption year. Our commitment to our employees' well-being, continuing education, and competitive compensation enable us to keep our staff retention at optimum levels.



SAFEbuilt Academy

The SAFEbuilt family of companies is committed to ensuring our people remain at the forefront of occupational skills. We offer a program called SAFEbuilt Academy, which provides online technical training to work with our building services staff's schedules. Our company strongly supports maintaining training certifications and encourages employees to work with their managers to identify and attend the best training opportunities for them.

All courses offered by SAFEbuilt Academy are approved by ICC, and most can provide dual credit through AIA. The 38 courses that SAFEbuilt Academy currently offers include Commercial and Residential Building, Mechanical, Electrical, Plumbing, Fire, Solar Inspector and Plan Review and Permit Technician certification courses, and more.

ICC Preferred Provider

SAFEbuilt is recognized as an ICC Preferred Provider (#1104), offering approved continuing education and training related to International Codes. As a part of the International Code Council's (ICC) Preferred Provider Program, SAFEbuilt provides access to high-quality educational opportunities focused on building codes, standards, construction methods, and code enforcement practices. Through this program, SAFEbuilt ensures professionals stay updated with the latest industry requirements and advancements.



Contract Oversight and Leadership

CGA believes that maintaining frequent and consistent check-ins between account management, operations, and our clients are key to the early identification of performance risks and contribute to contract success. Your Account Manager, **Ms. Maria Pineda**, will reach out to the City with regular check-in meetings to ensure the City is satisfied with our services. These meetings allow both parties to manage the resources tactfully and develop the best contractor-client relationship.

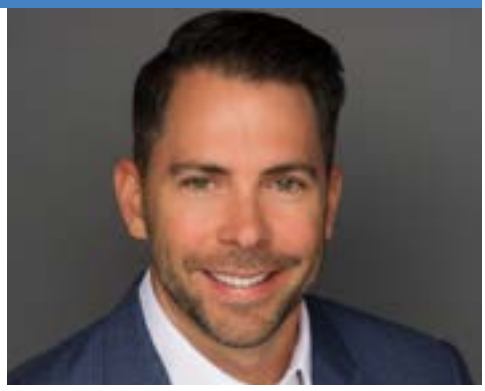
CGA'S LEADERSHIP TEAM FOR THE CITY OF BOYNTON BEACH



Maria Pineda
Account Manager
561.696.3496
mpineda@safebuilt.com



Pete Deveaugh
Regional Operations Manager and Project Manager
954.444.3581
pdeveaugh@cgasolutions.com



Chris Giordano
Principal-in-Charge and President
954.266.6475
marketing@cgasolutions.com

As the Account Manager for this contract, Ms. Pineda will act as an intermediary between CGA and the City to meet the City's needs for information, support, and assistance. In turn, she helps SAFEbuilt to better understand the City's needs, expectations, and difficulties.

Mr. Pete Deveaugh is the Regional Operations Manager and will be the Project Manager for an engagement with the City. He will be responsible for contract oversight, ensuring the project operates in accordance with contract terms. He will perform periodic check-ins with the City to ensure staffing levels are sufficient for the current workload.

Mr. Chris Giordano, President of CGA, takes a hands-on approach with our major contracts. He ensures that our company enters into contracts that benefit both our clients and CGA, meets all applicable legal and regulatory requirements, and is consistent with the organization's overall goals and objectives.

Together, Ms. Pineda, Mr. Deveaugh, and Mr. Giordano are dedicated to ensuring that the City receives high-quality work products in the format required and providing staff trained and briefed on the City's specific requirements to deliver services promptly.

Tab C



Qualfications of Project Team and Available Resources

Approach

CGA thoroughly screens prospective personnel for the right experience and qualifications to perform their assigned duties. With 87 years of industry experience, we are very familiar with each position's requirements within the different building services disciplines. We look for candidates with a well-rounded background in the building services and construction industries, a passion for customer service, and a drive to get the job done correctly and on schedule. We actively seek self-motivated, personable candidates who can seamlessly integrate into any team. Our team is driven to expedite code-compliant projects to completion.

We assure our clients that we will provide résumés only for the staff we genuinely intend to dedicate to your project, with any necessary adjustments subject to the City's approval. Our approach focuses on ensuring that the proposed team is committed to the client's needs and project goals.

CGA is pleased to present our proposed team of qualified professionals, as shown in **Figure 1**, to provide supplemental Building Division services for the Community Development Department. Collectively, our team brings more than 405 years of experience in providing building department services to the City of Boynton Beach. Each team member has earned and maintains the required State of Florida certifications for the inspection, plan review, and building code official disciplines they support. We present a matrix summarizing our team's many licenses and certifications on the following page.

Mr. Pete Deveaugh, a seasoned expert with 45 years of experience in building department and construction services, will serve as **Project Manager**, leading our team of inspectors, plans examiners, and permit technicians. As CGA's Operations Manager for South Florida since 2016, Mr. Deveaugh brings extensive knowledge of all aspects of building department support in the region. He currently oversees operations for seven (7) full-service municipalities, along with providing supplemental services to several others as needed.

The proposed Project Manager position is a value-added role we provide at no cost to the City. This role offers additional oversight for the team and plays a crucial role in coordinating scheduling, ensuring timely project completion. As the Project Manager, Mr. Deveaugh will monitor the inspection and review processes closely, address any issues promptly, and coordinate between various departments to streamline communications and workflows, ultimately contributing to higher-quality project outcomes for the City.

Fully utilizing our diversified staff's experience and knowledge with our ability to create and utilize leading technology to streamline the permitting process, we are able to routinely complete plan review and inspections ahead of contractual requirements. Every member of our proposed team is a full-time employee with CGA, which means we do not utilize 1099 or subcontracted employees to subsidize our staff.

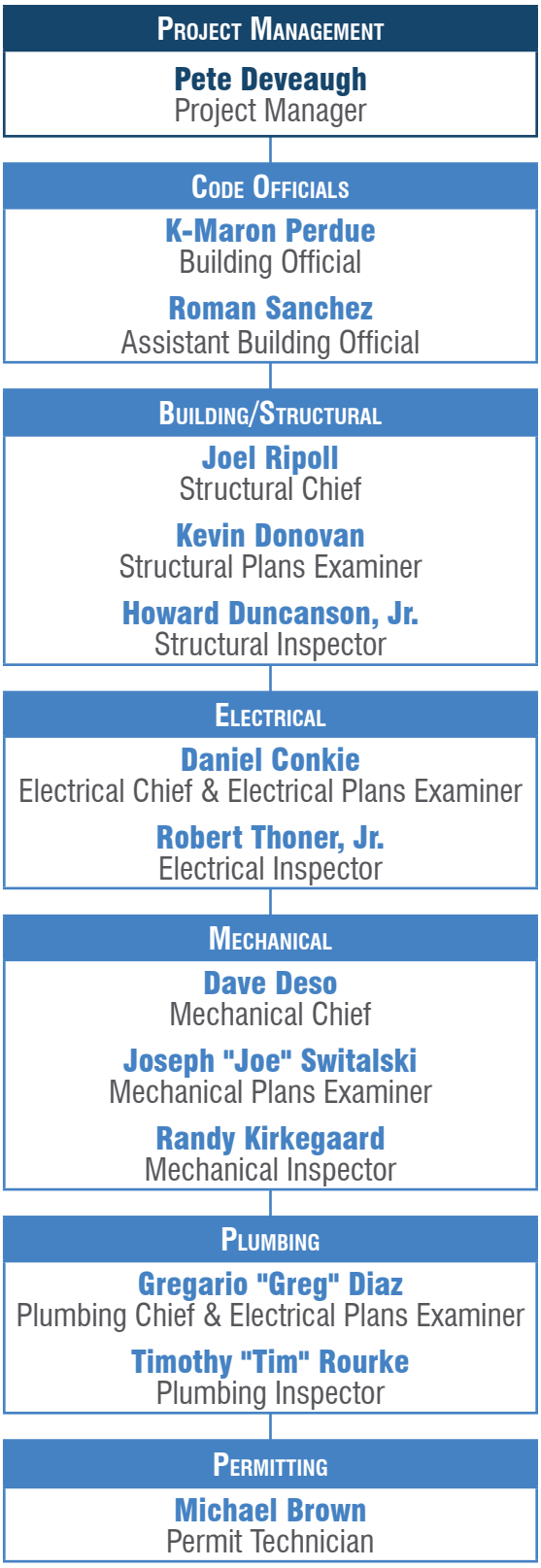


Figure 2. Proposed Team for the City of Boynton

CGA is confident that we can provide the staff you require when needed. Our model offers real advantages to the City, providing flexibility and a sense of security, knowing that reliable expertise is always on hand, without the hassle of the staffing issues or fixed costs that come with an in-house department. We can quickly increase or decrease employee size through our scheduling process, and our commitment to service delivery for the City is always number one.

Licenses & Certifications Summary Matrix

The following matrix summarizes the many licenses and certifications earned and maintained by our talented team.



	Pete Deveaugh	K-Maron Perdue	Roman Sanchez	Joel Ripoll	Kevin Donovan	Howard Duncanson	Daniel Conkie	Robert Thoner	Dave Deso	Joseph Switalski	Randy Kirkegaard	Greg Diaz	Tim Rourke	Michael Brown
International Code Council														
Commercial Electrical Inspector	☑							☑						
Commercial Mechanical Inspector										☑				
Commercial Plumbing Inspector													☑	
Electrical Plans Examiner	☑													
Mechanical Plans Examiner										☑				
Permit Technician														☑
State of Florida														
Building Code Administrator (A)		☑	☑									☑		
Provisional Building Inspector						☑								
Standard Plans Examiner	☑	☑	☑	☑	☑		☑		☑	☑		☑		
↳with Building		☑		☑	☑									
↳with Electrical	☑						☑							
↳with Mechanical			☑						☑	☑				
↳with Plumbing												☑		
Standard Inspector	☑	☑	☑	☑	☑		☑	☑	☑	☑	☑	☑	☑	
↳with Building		☑		☑	☑									
↳with Electrical	☑						☑	☑						
↳with Mechanical			☑						☑	☑	☑			
↳with Plumbing												☑	☑	
Association of State Floodplain Managers														
Florida-Certified Floodplain Manager			☑	☑										
Florida Stormwater, Erosion, and Sedimentation Control Inspector Program														
Qualified Stormwater Management Inspector									☑					

NOTE: CGA is pleased to present the résumés for each member of our proposed team, beginning on the following page. Copies of the team's licenses and certifications are included on the pages following each résumé.



Pete Deveaugh

Project Manager

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

45 Years of Experience | 8 Years with the Firm | U.S. Navy Veteran

Education

4-Year Apprenticeship Program in Electrical Wiring
Miami Joint Electrical Apprenticeships

U.S. Navy Operations
Specialist "A" School

Licenses & Certifications

International Code Council
Commercial Electrical Inspector
Electrical Plans Examiner

State of Florida
Standard Plans Examiner #PX3750 with Electrical
Standard Inspector #BN6811 with Electrical
Certified Electrical Contractor #EC0001377

Broward County
Master Electrician Contractor #85-CME-963-X
BORA-Certified Chief Electrical Inspector

State of Georgia
Electrical Contractor's License #EN213602

State of North Carolina
Electrical Contractor's License #U26095

Work History

- **Regional Operations Manager**
  Calvin, Giordano & Associates, Inc. (CGA), a SAFEbuilt Company
  Fort Lauderdale, FL
  2016 – Present
- **Owner/Qualifier**
  Southern Energy Electric
  Fort Lauderdale, FL
  1994 – 2016
- **Partner/Owner**
  DAP Electric
  1985 – 1994
- **Journeyman**
  International Brotherhood of Electrical Workers
  1979 – 1985
- **Operations Specialist**
  United States Navy
  1975 – 1979

Project Experience

- **Chief Electrical Inspector**
  CGA Contract with the City of Deerfield Beach, FL
- **Chief Electrical Inspector**
  CGA Contract with the City of Wilton Manors, FL
- **Project Manager**
  CGA Contract with the City of Hallandale Beach, FL
  Mr. Deveaugh oversees a full-time building department services contract with the City, managing a team of eight professionals. Their expertise covers construction and safety, including building, roofing, plumbing, electrical, HVAC, and floodplain management. Services include plan reviews, inspections, permitting, administrative support, emergency response, code compliance, and oversight of the Building Safety Inspection Program.
- **Chief Electrical Inspector**
  CGA Contract with the City of Lauderdale Lakes, FL
- **Chief Electrical Inspector**
  CGA Contract with the City of Pembroke Pines, FL
- **Chief Electrical Inspector**
  CGA Contract with the Town of Hillsboro Beach, FL

Memberships & Affiliations

Board of Directors Membership
Broward County Central Examination
International Association of Electrical Inspectors
Code Official Educational Association

Pete Deveaugh

International Code Council

https://www.iccsafe.org/search-for-certified-professionals/

Certified Certified Person	City	State
Peter Deveaugh	DAVIE	FL

Certificates
Commercial Electrical Inspector (expires 06/25/2027)
Electrical Plans Examiner (expires 06/25/2027)

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	DEVEAUGH, PETER ROBERT (Primary Name)
Main Address:	"Private Address" "Private Address" "Private Address" "Private Address" "Private Address"

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX3750
Status:	Current,Active
Licensure Date:	07/22/2016
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Electrical	07/22/2016

Pete Deveaugh

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	DEVEAUGH, PETER ROBERT (Primary Name)
Main Address:	"Private Address" "Private Address" "Private Address" "Private Address" "Private Address"

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN6811
Status:	Current,Active
Licensure Date:	02/19/2016
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Electrical Inspector	02/19/2016

Broward County Board of Rules & Appeals





Pete Deveaugh

Broward County
https://dpepp.broward.org/BCS/Default.aspx?PossePresentation=SearchForContractorLicense

Contractor License

License Information

Expiration Date:	08/31/2026
CC Number:	85-CME-963-X
License Issued:	09/28/2006
License Category:	Master Electrician Contractor
License Status:	Licensed

Contractor Information

Contractor Name:	DEVEAUGH, PETER - BOARD MEMBER - R.
Email Address:	petedeveaugh@hotmail.com
Contracting Firm:	
Contracting Firm Phone:	
Contracting Firm Address:	

Temporary License

Temporary License	☐
Expiration Date:	

Restrictions

Restrictions:



K-Maron Perdue

Building Official

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

17 Years of Experience | 10 Years with the Firm

Education

BS, Construction Engineering/Architecture
Florida Agricultural and Mechanical University

Licenses & Certifications

State of Florida
Building Code Administrator (A) #BU2110
Standard Plans Examiner with Building #PX3558
Standard Inspector with Building #BN6514
Certified Roofing Contractor with Construction Business #CCC1333469
Certified General Contractor with Construction Business #CGC1521436

Broward County
BORA-Certified Building Official

Work History

- **Building Official/Assistant Building Official/Building Inspector/ Plans Examiner**
  Calvin, Giordano & Associates, Inc. (CGA), a SAFEbuilt Company
  Fort Lauderdale, FL
  2014 – Present
- **Structural Inspector**
  City of Coconut Creek, FL
  2013 – 2014
- **Owner**
  Imagine This Construction Services, LLC
  Fort Lauderdale, FL
  2010 – Present
- **Project Engineer**
  Balfour Beatty Construction
  2008 – 2009
- **Intern**
  Balfour Beatty Construction
  2007

Project Experience

- **Building Official**
  CGA Contract with the City of Lighthouse Point, FL
  Lighthouse Point, FL
- **Inspector/Plans Examiner**
  CGA Contract with the City of Pembroke Pines, FL
  Pembroke Pines, FL
- **Inspector/Plans Examiner**
  CGA Contract with the Town of Hillsboro Beach, FL
  Hillsboro Beach, FL
- **Inspector/Plans Examiner**
  CGA Contract with the City of Coconut Creek, FL
  Coconut Creek, FL
- **Inspector/Plans Examiner**
  CGA Contract with the City of Deerfield Beach, FL
  Deerfield Beach, FL
- **Inspector/Plans Examiner**
  CGA Contract with the City of Lauderdale Lake, FL
  Lauderdale Lake, FL
- **Inspector/Plans Examiner**
  CGA Contract with the City of Hallandale Beach, FL
  Hallandale Beach, FL

K-Maron Perdue

Florida Department of Business & Professional Regulation
https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	PERDUE, K MARON (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU2110
Status:	Current,Active
Licensure Date:	09/24/2020
Expires:	11/30/2025

Special Qualifications	Qualification Effective

Licensee Information

Name:	PERDUE, K MARON (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX3558
Status:	Current,Active
Licensure Date:	12/16/2014
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Building	12/16/2014

K-Maron Perdue

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	**PERDUE, K MARON** (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

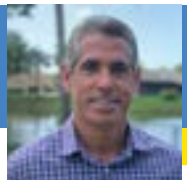
License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN6514
Status:	Current,Active
Licensure Date:	03/07/2014
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Building	03/07/2014
Continuing Education Exemption	06/27/2024

Broward County Board of Rules & Appeals





Roman Sanchez, CFM

Assistant Building Official

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

28 Years of Experience | 10 Years with the Firm

Education

AS, Business Administration and Management
Miami Dade College

Certificate in Air Conditioning and Refrigeration
Miami Lakes Technical

Training

FEMA National Incident Management System
ICS-100: Introduction to the Incident Command System
IS-700: National Incident Management System, An Introduction

Licenses & Certifications

State of Florida
Building Code Administrator (A) #BU1978
Standard Plans Examiner with Mechanical #PX3151
Standard Inspector with Mechanical #BN5985
Certified Air Conditioning Contractor (Class A) #CAC057679

Association of State Floodplain Managers
Florida-Certified Floodplain Manager

Broward County
BORA-Certified Building Official
BORA-Certified Chief Mechanical Inspector

Work History

- **Building Official/Assistant Building Official/Chief Mechanical Inspector**
  Calvin, Giordano & Associates, Inc. (CGA), a SAFEbuilt Company
  Fort Lauderdale, FL
  2014 – Present
- **Chief Mechanical Inspector**
  City of Coconut Creek, FL
  2013 – 2014
- **Plans Examiner/Inspector**
  Broward County Building Department
  Broward County, FL
  2006 – 2013
- **President**
  Master Refrigeration, Inc.
  1996 – 2006

Project Experience

- **Building Official**
  CGA Contract with the City of Lauderdale Lakes, FL
- **Assistant Building Official**
  CGA Contract with the City of Wilton Manors, FL

ROMAN SANCHEZ

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	SANCHEZ, ROMAN (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU1978
Status:	Current,Active
Licensure Date:	11/02/2017
Expires:	11/30/2025

Special Qualifications	Qualification Effective

Licensee Information

Name:	SANCHEZ, ROMAN (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN5985
Status:	Current,Active
Licensure Date:	10/26/2007
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Mechanical	10/26/2007
Continuing Education Exemption	06/27/2024

Roman Sanchez

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	SANCHEZ, ROMAN (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

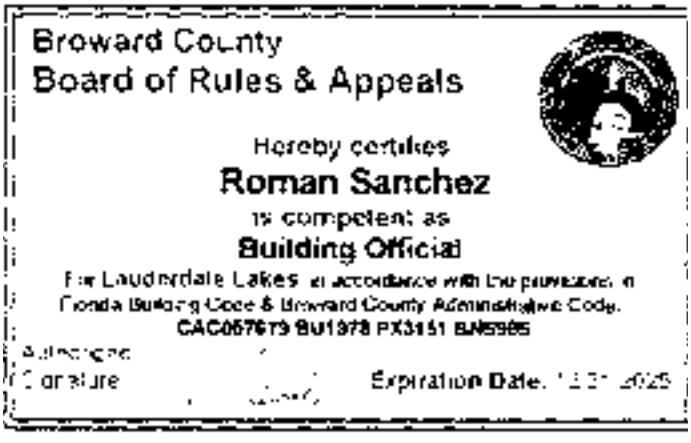
License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX3151
Status:	Current,Active
Licensure Date:	08/18/2008
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Mechanical	08/18/2008
Continuing Education Exemption	06/27/2024

Broward County Board of Rules & Appeals





Roman Sanchez

Association of State Floodplain Managers

https://www.floods.org/certification-program-cfm/cfm-resources/list-of-certified-floodplain-managers/#usmapstabs|10

Bryla, Jennifer, The Villages
Buckley, Patrick, St. Augustine
Buden, Natalie, Ocala
Bungo, Susan, Lecanto
Burch, Hseth, Orlando
Burgess, Michael, Destin
Burgos, Patricia, Eustis
Burns, Rae, Orlando
Bursa, Karl, Tavernier
Burtner, Brittany, Big Pine Key
Keller, Justin, Pinellas Park
Kells, Hugh, Port Orange
Kelly, David, Winter Garden
Kelson, Jeanette, Pensacola
Kennedy, Karl, Coral Springs
Kenney, Joseph, Boca Raton
Kenty, Kerstin, Clearwater
Kerkering, Richard, Nokomis
Kessler, Sarah, Clearwater
Kibler, Jeremy, St. Cloud
Saavedra, Leylah, Orlando
Sabean, Roy, Temple Terrace
Saiz, Sofia, Fort Myers
Salazar, Manuel, Miami
Salcedo, Jesila, New Port Richey
Sale, Priscilla, Panama City
Sample, Geoffrey, Ponte Vedra
Sanabria, Natalia, Orlando
Sanchez, Roman, Davie
Sanders, Pamela, Mayo

Joel Ripoll, CFM

Structural Chief

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

18 Years of Experience | 2 Years with the Firm | English-Spanish Bilingual

Education

BS, Business Administration/Minor in Construction Management
Florida International University

AS, General Studies
Miami Dade Community College

Licenses & Certifications

State of Florida
Standard Plans Examiner with Building #PX3644
Standard Inspector with Building #BN6781
Certified Roofing Contractor with Construction Business #CCC1331448
Certified General Contractor with Construction Business #CGC1518883

Association of State Floodplain Managers
Florida-Certified Floodplain Manager

Broward County
BORA-Certified Chief Structural Inspector
BORA-Certified Structural Plans Examiner/Inspector

Work History

- **Chief Structural Inspector**
  Calvin, Giordano & Associates, Inc. (CGA), a SAFEbuilt Company
  Fort Lauderdale, FL
  2022 – Present
- **Building Inspector**
  City of North Miami, FL
  2016 – 2022
- **Field Inspector**
  Don Meyler Inspections
  Pompano Beach, FL
  2010 – 2022
- **President**
  Tribe Consulting
  Miami, FL
  2010 – 2022
- **Project Manager**
  Sealtec Construction Group, Inc.
  Miami, FL
  2006 – 2010

Project Experience

- **Chief Structural Inspector**
  CGA Contract with the City of Pembroke Pines, FL

JOEL RIPOLL

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	RIPOLL, JOEL (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX3644
Status:	Current,Active
Licensure Date:	10/08/2015
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Building	10/08/2015

Licensee Information

Name:	RIPOLL, JOEL (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN6781
Status:	Current,Active
Licensure Date:	12/17/2015
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Building	12/17/2015

Joel Ripoll

Association of State Floodplain Managers

https://www.floods.org/certification-program-cfm/cfm-resources/list-of-certified-floodplain-managers/#usmapstabs|10

Blakely, Russell, Orlando
Blanco, Linda, Palmetto Bay
Blanco, Victor, Cooper City
Boden, John, Ormond Beach
Boehning, Denise, Vero Beach
Boehning, Stephen, Vero Beach
Boggs, David, Winter Park
Bondurant, Wilka, St. Petersburg
Booker, Alan, Winter Garden
Jackson, Bradley, Naples
Jacoby, Billie, Fort Myers
Janwadkar, Sandeep, Lake Mary
Jarahpour, Mohsen, Palmetto Bay
Javed, Adnan, Lithia
Jean-Pharuns, Marie-Frantz, Miami
Jenkins, Jeffrey, Tampa
Jenkins, Kelly, Inlet Beach
Jennings, David, Tampa
Rimoldi, Michael, Valrico
Ringle, Peter, Lake Worth
Rinkus, Daniel, Ft. Lauderdale
Rinkus, Michael, Ft. Lauderdale
Ripoll, Joel, Miramar
Rizzuto, Charles, Davie
Roberson, Leslie, Youngstown
Roberts, Dorinda, Tampa
Roberts, Michael, Marathon

Broward County Board of Rules & Appeals

Broward County
Board of Rules & Appeals

Hereby certifies
Joel Ripoll
is competent as
Chief Structural Inspector
For Pembroke Pines in accordance with the provisions in Florida Building Code & Broward County Administrative Code.
CGC1518883 CCC1331448 BU6781 PX3644 BN6781
Authorized Signature
Expiration Date: 12/31/2025

Broward County
Board of Rules & Appeals

Hereby certifies
Joel Ripoll
is competent as
Structural Plans Examiner/Inspector
License Numbers: Building Official, please see reverse side.
CGC1518883 CCC1331448 BU6781 PX3644 BN6781
Authorized Signature:
Expiration Date: 12/31/2025



Kevin Donovan

Structural Plans Examiner

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

32 Years of Experience | <1 Year with the Firm

Education

BA, Enterprise Economics
Florida Atlantic University

AA, Architecture
University of Florida

Licenses & Certifications

State of Florida
Standard Plans Examiner with Building #PX1264
Standard Inspector with Building #BN121
Certified General Contractor with Construction Business #CGC037434

Broward County
BORA-Certified Structural Plans Examiner/Inspector

Work History

- **Structural Inspector/Plans Examiner**
  Calvin, Giordano & Associates, Inc. (CGA), a SAFEbuilt Company
  Fort Lauderdale, FL
  02/2024 – Present
- **Project Manager**
  Public School Development Solutions (PSDS) - Real Estate Development/General Contractor
  Palm Beach Gardens, FL
  2021 – 2023
- **Construction Project Manager**
  Parkland Elementary Middle Charter School
  Palm Beach Gardens, FL
  2019 – 2021
- **Chief Structural Building Inspector**
  Calvin, Giordano & Associates, Inc. (CGA)
  Fort Lauderdale, FL
  2017 – 2019
  Supported BDS contracts with the City of Deerfield Beach and the Town of Hillsboro Beach
- **Structural Building Inspector/Plans Examiner**
  Calvin, Giordano & Associates, Inc. (CGA)
  Fort Lauderdale, FL
  2014 – 2016
  Supported a BDS contract with the City of Pembroke Pines
- **Structural Building Inspector/Plans Examiner**
  City of Coconut Creek
  2011 – 2014
- **General Manager**
  Symmetrical Stair Company
  2009 – 2010
- **Construction Project Manager**
  Cartaya & Associates Architects
  2008 – 2009
- **Structural Building Inspector/Plans Examiner**
  Capri Engineering
  Broward County, FL
  2006 – 2008
- **Structural Building Inspector/Plans Examiner**
  City of Tamarac, FL & City of Cooper City, FL
  2004 – 2005
- **Independent Insurance Adjuster**
  State of Florida
  2004
- **Structural Building Inspector**
  Spec Engineering
  Palm Beach, FL & Broward County, FL
  2004
- **Building Official/Chief Structural Inspector/Structural Plans Examiner/Project Development Approval**
  City of Lauderdale Lakes, FL
  2002 – 2004
- **General Manager**
  Symmetrical Stair Company
  Pompano Beach, FL
  2000 – 2001
- **Construction Project Manager, Commercial & Waterfront Division**
  Gordon Homes
  Boca Raton, FL
  2000
- **Structural Building Inspector/Plans Examiner**
  City of Coral Springs, FL
  1992 – 2000

Project Experience

- **Structural Plans Examiner/Inspector**
  CGA Contract with the City of Pembroke Pines, FL

KEVIN DONOVAN

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	DONOVAN, KEVIN JAMES (Primary Name)
Main Address:	1807 SW 102 ND AVE. MIRAMAR Florida 33025-3950
County:	BROWARD
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX1264
Status:	Current,Active
Licensure Date:	06/06/1997
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Building Continuing Education Exemption	06/27/2024

Kevin Donovan

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	DONOVAN, KEVIN JAMES (Primary Name)
Main Address:	1807 SW 102 ND AVE. MIRAMAR Florida 33025-3950
County:	BROWARD
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN121
Status:	Current,Active
Licensure Date:	03/14/1994
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Building Continuing Education Exemption	06/27/2024

Broward County Board of Rules & Appeals





Howard Duncanson, Jr.

Structural Inspector

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

10 Years of Experience | 1 Year with the Firm

Education

MS, Architecture & Facilities Management
Florida Agricultural and Mechanical University

Licenses & Certifications

State of Florida
Provisional Building Inspector #PBI2792
Certified General Contractor with Construction Business #CGC1532621

Broward County
BORA-Certified Provisional Structural Inspector

Work History

- **Structural Inspector**
  Calvin, Giordano & Associates, Inc. (CGA), a SAFEbuilt Company
  Fort Lauderdale, FL
  11/2023 – Present
- **Project Manager**
  Reinforced Concrete
  2021 – 2023
- **Assistant Project Manager**
  CECO Concrete Construction
  2019 – 2020
- **Project Manager**
  PTE Systems International, LLC
  Miami, FL
  2017 – 2019
- **Project Engineer**
  Nicolson Construction Company
  Tallahassee, FL
  2014 – 2016

Project Experience

- **Structural Inspector**
  CGA Contract with the City of Pembroke Pines, FL

Howard Duncanson

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	DUNCANSON, HOWARD ANTHONY JR (Primary Name)
Main Address:	8362 PINE BLVD STE 405 PEMBROKE PINES Florida 33024
County:	BROWARD

License Information

License Type:	Provisional Building Inspector
Rank:	Prov. Bld Insp.
License Number:	PBI2792
Status:	Current,Active
Licensure Date:	06/12/2024
Expires:	06/11/2026

Special Qualifications	Qualification Effective

Broward County Board of Rules & Appeals

Broward County
Board of Rules & Appeals

Hereby certifies
Howard Duncanson Jr.
is competent as
Provisional Structural Inspector
License Numbers: Building Official, please see reverse side.
CGC1532621 PBI2792

Authorized Signature: Expiration Date: 6/11/2026

DC

Daniel Conkie

Electrical Chief & Electrical Plans Examiner

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

46 Years of Experience | 5 Years with the Firm

Education

Electronics Certificate
Palm Beach Junior College; Palm Beach, FL

Licenses & Certifications

State of Florida
Standard Inspector with Electrical #BN6762
Standard Plans Examiner with Electrical #PX4018

Broward County
Master Electrician Contractor #94-CME-1463-X
BORA-Certified Chief Electrical Inspector
BORA-Certified Electrical Plans Examiner/Inspector

Work History

- **Electrical Inspector/Plans Examiner**
  Calvin, Giordano & Associates, Inc. (CGA), a SAFEbuilt Company
  Fort Lauderdale, FL
  2019 – Present
- **Owner/Master Electrician**
  DC Electrical and Media Designs
  Pompano Beach, FL
  1991 – 2016
- **Helper/Journeyman Electrician**
  Sweny Electric
  Deerfield Beach, FL
  1978 – 1990

Project Experience

- **Electrical Chief/Plans Examiner**
  CGA Contract with the City of Lighthouse Point, FL
- **Electrical Inspector/Plans Examiner**
  CGA Contract with the City of Wilton Manors, FL

Daniel Conkie

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	CONKIE, DANIEL WALTER (Primary Name)
Main Address:	"Private Address" "Private Address" "Private Address" "Private Address" "Private Address"

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN6762
Status:	Current,Active
Licensure Date:	11/23/2015
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Electrical Inspector	11/23/2015

Licensee Information

Name:	CONKIE, DANIEL WALTER (Primary Name)
Main Address:	"Private Address" "Private Address" "Private Address" "Private Address" "Private Address"

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX4018
Status:	Current,Active
Licensure Date:	12/29/2017
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Electrical	12/29/2017

Daniel Conkie

Broward County
https://dpepp.broward.org/BCS/Default.aspx?PossePresentation=SearchForContractorLicense

Contractor License

License Information

Expiration Date:	08/31/2026
CC Number:	94-CME-1463-X
License Issued:	09/11/2006
License Category:	Master Electrician Contractor
License Status:	Licensed

Contractor Information

Contractor Name:	CONKIE, DANIEL W.
Email Address:	danielconkie@yahoo.com
Contracting Firm:	
Contracting Firm Phone:	(954) 784-9040
Contracting Firm Address:	105 SE 7 ST SUITE 8
	DEERFIELD BEACH, FL 33442-

Temporary License

Temporary License	☐
Expiration Date:	

Restrictions

Restrictions:

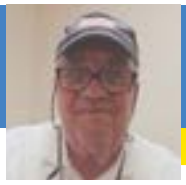
Daniel Conkie

Broward County Board of Rules & Appeals


Broward County
Board of Rules & Appeals

Hereby certifies
Daniel Conkie
is competent as
Chief Electrical Inspector
For Lighthouse Point in accordance with the provisions in
Florida Building Code & Broward County Administrative Code.
94-CME-1463-X PX4018 BN6762
Authorized Signature:
Expiration Date: 12/31/2025





Robert Thoner, Jr.

Electrical Inspector

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

42 Years of Experience | 1 Year with the Firm

Education

Journeyman & Master Electrician
Independent Alliance of the Electrical Industry (IAEI)

Licenses & Certifications

International Code Council (ICC)
Commercial Electrical Inspector

State of Florida
Standard Inspector with Electrical #BN8686
Certified Electrical Contractor #EC13005455

Broward County
Master Electrician Contractor #87-CME-1113-X
BORA-Certified Electrical Inspector

Work History

- **Electrical Inspector**
  Calvin, Giordano & Associates, Inc. (CGA), a SAFEbuilt Company
  Fort Lauderdale, FL
  2023 – Present
- **President/CEO/Master Electrician/Electrical Inspector**
  Bob's Electric Service, Inc.
  Oakland Park/Fort Lauderdale, FL
  1982 – 2023

Project Experience

- **Electrical Inspector**
  CGA Contract with the City of Wilton Manors, FL
- **Electrical Inspector**
  CGA Contract with the City of Lauderdale Lakes, FL

Robert Thoner

International Code Council

https://www.iccsafe.org/search-for-certified-professionals/

Certified Certified Person	City	State
ROBERT THONER	DEERFIELD BEACH	FL

Certificates
Commercial Electrical Inspector (expires 01/20/2026)

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	THONER, ROBERT E JR (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN8686
Status:	Current,Active
Licensure Date:	01/23/2023
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Electrical Inspector	01/23/2023

Robert Thoner

Broward County
https://dpepp.broward.org/BCS/Default.aspx?PossePresentation=SearchForContractorLicense

Contractor License

License Information

Expiration Date:	08/31/2019
CC Number:	87-CME-1113-X
License Issued:	09/07/2005
License Category:	Master Electrician Contractor
License Status:	Licensed

Contractor Information

Contractor Name:	THONER, JR., ROBERT E.
Email Address:	TBOBZELECT@AOL.COM
Contracting Firm:	
Contracting Firm Phone:	(954) 567-3240
Contracting Firm Address:	4047 NE 10 AVE
	OAKLAND PARK, FL 33334-

Temporary License

Temporary License	☐
Expiration Date:	

Restrictions

Restrictions:

Robert Thoner

Broward County Board of Rules & Appeals



DD

Dave Deso

Mechanical Chief

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

25 Years of Experience | 3 Years with the Firm

Education

Fire Safety Inspector, 200 Hours
Miami-Dade College

AC & Refrigeration, 1,000 Hours
Sheridan Vocational School

Licenses & Certifications

State of Florida
Standard Inspector with Mechanical #BN4104
Standard Plans Examiner with Mechanical #PX1997

Florida Stormwater, Erosion, and Sedimentation Control Inspector Program
Qualified Stormwater Management Inspector #44892

Broward County
BORA-Certified Chief Mechanical Inspector
BORA-Certified Mechanical Plans Examiner/Inspector

Work History

- **Mechanical Plans Examiner/Inspector**
  Calvin, Giordano & Associates, Inc. (CGA), a SAFEbuilt Company
  Fort Lauderdale, FL
  2021 – Present
- **Chief Mechanical Plans Examiner/Inspector**
  City of Doral, FL
  2017 – 2021
- **Mechanical Plans Examiner**
  City of Hialeah, FL
  2004 – 2018
- **Dispatcher/Estimator**
  Deso Electric, Inc.
  2002 – 2003
- **Construction Manager**
  Classic Air, Inc.
  1999 – 2002

Project Experience

- **Mechanical Chief**
  CGA Contract with the City of Pembroke Pines, FL
- **Mechanical Chief**
  CGA Contract with the City of Wilton Manors, FL

Dave Deso

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	DESO, DAVID STANLEY JR (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN4104
Status:	Current,Active
Licensure Date:	06/21/2001
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Mechanical	11/21/2006
Continuing Education Exemption	06/27/2024

Dave Deso

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	DESO, DAVID STANLEY JR (Primary Name)
Main Address:	"Private Address" "Private Address" "Private Address" "Private Address" "Private Address"
License Location:	"Private Address" "Private Address" "Private Address" "Private Address" "Private Address"

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX1997
Status:	Current,Active
Licensure Date:	12/18/2001
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Mechanical	
Continuing Education Exemption	06/27/2024

Florida Stormwater, Erosion, and Sedimentation Control Inspector Program

https://www.fsesci.com/verify/

First Name	Middle Initial	Last Name	Inspector Number	Valid Since
David		Deso	44892	Oct. 17, 2019

Dave Deso

Broward County Board of Rules & Appeals


Broward County
Board of Rules & Appeals

Hereby certifies
David Stanley Deso, Jr.
is competent as
Chief Mechanical Inspector
For Pembroke Pines in accordance with the provisions in Florida Building Code & Broward County Administrative Code.
CMC1249608 CAC054687 PX1997 BN4104
Authorized Signature:
Expiration Date: 12/31/2025


Broward County
Board of Rules & Appeals

Hereby certifies
David Stanley Deso, Jr.
is competent as
Mechanical Plans Examiner/Inspector
License Numbers: Building Official, please see reverse side.
CMC1249608 CAC054687 PX1997 BN4104
Authorized Signature:
Expiration Date: 12/31/2025

Joseph "Joe" Switalski

Mechanical Plans Examiner

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

50 Years of Experience | 6 Years with the Firm

Licenses & Certifications

International Code Council (ICC)
Commercial Mechanical Inspector
Mechanical Plans Examiner

State of Florida
Standard Plans Examiner with Mechanical #PX4241
Standard Inspector with Mechanical #BN6839
Certified Air Conditioning (Class A) Contractor with Construction Business #CAC032391

Broward County
BORA-Certified Chief Mechanical Inspector
BORA-Certified Mechanical Plans Examiner/Inspector

Work History

- **Mechanical Building Inspector/Plans Examiner**
  Calvin, Giordano & Associates, Inc. (CGA), a SAFEbuilt Company
  Fort Lauderdale, FL
  2018 – Present
- **Owner/Operator**
  Plantation Cooling & Heating
  1980 – 2018
- **Service Technician and Installer**
  Air Conditioning Associates
  1975 – 1980
- **Installer and Service Technician**
  MSI Inc.
  1974 – 1975
- **Apprentice**
  United Refrigeration
  1973 – 1974

Project Experience

- **Mechanical Inspector/Plans Examiner**
  CGA Contract with the City of Deerfield Beach, FL
- **Mechanical Inspector/Plans Examiner**
  CGA Contract with the City of Hallandale Beach, FL
- **Mechanical Inspector/Plans Examiner**
  CGA Contract with the City of Lighthouse Point, FL

Joseph Switalski

International Code Council

https://www.iccsafe.org/search-for-certified-professionals/

Certified Certified Person	City	State
Joseph Switalski	PLANTATION	FL

Certificates
Mechanical Plans Examiner (expires 08/19/2026)
Commercial Mechanical Inspector (expires 08/19/2026)

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	SWITALSKI, JOSEPH DAVID (Primary Name)
Main Address:	"Private Address" "Private Address" "Private Address" "Private Address" "Private Address"

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX4241
Status:	Current,Active
Licensure Date:	04/02/2019
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Mechanical	04/02/2019

Joseph Switalski

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	SWITALSKI, JOSEPH DAVID (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN6839
Status:	Current,Active
Licensure Date:	04/12/2016
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Mechanical	04/12/2016

Broward County Board of Rules & Appeals


Broward County
Board of Rules & Appeals

Hereby certifies
Joseph D. Switalski
is competent as
Chief Mechanical Inspector
For Lighthouse Point in accordance with the provisions in Florida Building Code & Broward County Administrative Code.
CAC032391 PX4241 BN6839

Authorized Signature

Expiration Date: 12/31/2025


Broward County
Board of Rules & Appeals

Hereby certifies
Joseph D. Switalski
is competent as
Mechanical Plans Examiner/Inspector
License Numbers: Building Official, please see reverse side.
CAC032391 PX4241 BN6839

Authorized Signature:

Expiration Date 12/31/2025

RK

Randy Kirkegaard

Mechanical Inspector

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

21 Years of Experience | 1 Year with the Firm

Licenses & Certifications

International Code Council (ICC)
Commercial Mechanical Inspector

State of Florida
Standard Inspector with Mechanical #BN9079

Broward County
Class A Air Conditioning Contractor #23-CMU-22774-X
BORA-Certified Mechanical Inspector

Work History

- **Building/Mechanical Inspector**
  Calvin, Giordano & Associates, Inc. (CGA), a SAFEbuilt Company
  Fort Lauderdale, FL
  11/2023 – Present
- **HVAC Service Manager/Vice President**
  Expert Air Advice, Inc.
  2003 – 2022

Project Experience

- **Mechanical Inspector**
  CGA Contract with the City of Deerfield Beach, FL

Randy Kirkegaard

International Code Council

https://www.iccsafe.org/search-for-certified-professionals/

Certified Certified Person	City	State
Randy Kirkegaard	NIA	NIA

Certificates
Commercial Mechanical Inspector (expires 04/09/2027)

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	KIRKEGAARD, RANDY SCOTT (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN9079
Status:	Current,Active
Licensure Date:	04/11/2024
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Mechanical	04/11/2024

Broward County Board of Rules & Appeals

Broward County
Board of Rules & Appeals

Hereby certifies
Randy S. Kirkegaard
is competent as
Mechanical Inspector
License Numbers: Building Official, please see reverse side.
23-CMU-22774-X BN9079

Authorized Signature:
Expiration Date: 12/31/2025

Randy Kirkegaard

Broward County
https://dpepp.broward.org/BCS/Default.aspx?PossePresentation=SearchForContractorLicense

Contractor License

License Information

Expiration Date:	08/31/2026
CC Number:	23-CMU-22774-X
License Issued:	10/05/2023
License Category:	Class A Air Conditioning Contractor
License Status:	Licensed

Contractor Information

Contractor Name:	KIRKEGAARD, RANDY S.
Email Address:	BIRDOFPREY124@YAHOO.COM
Contracting Firm:	
Contracting Firm Phone:	
Contracting Firm Address:	

Temporary License

Temporary License	☐
Expiration Date:	

Restrictions

Restrictions:

GD

Gregorio "Greg" Diaz

Plumbing Chief & Plumbing Plans Examiner

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

18 Years of Experience | 1 Year with the Firm | English-Spanish Bilingual

Education

Apprenticeship Certificate of Completion
Plumbers Local 519

Licenses & Certifications

State of Florida
Building Code Administrator (A) #BU1885
Standard Plans Examiner with Plumbing #PX1271
Standard Inspector with Plumbing #BN149
Home Inspector #HI2781

Broward County
BORA-Certified Chief Plumbing Inspector
BORA-Certified Plumbing Plans Examiner/Inspector

Work History

- **Plumbing Chief/Plumbing Inspector/Plumbing Plans Examiner**
  Calvin, Giordano & Associates, Inc. (CGA), a SAFEbuilt Company
  Fort Lauderdale, FL
  08/2023 – Present
- **Chief Plumbing Inspector**
  City of Hollywood, FL
  2016 – 2023
- **Chief Plumbing Inspector**
  CAP Government, Inc.
  2006 – 2016

Project Experience

- **Plumbing Chief**
  CGA Contract with the City of Pembroke Pines, FL
- **Plumbing Inspector/Plans Examiner**
  CGA Contract with the City of Hallandale Beach, FL

Gregorio Diaz

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	DIAZ, GREGORIO (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	650 SW 100 TERR PEMBROKE PINES FL 33025
County:	BROWARD

License Information

License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU1885
Status:	Current,Active
Licensure Date:	05/20/2015
Expires:	11/30/2025

Name:	DIAZ, GREGORIO (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	650 SW 100 TERR PEMBROKE PINES FL 33025
County:	BROWARD

License Information

License Type:	Home Inspector
Rank:	Home Insp
License Number:	HI2781
Status:	Current,Active
Licensure Date:	03/08/2011
Expires:	07/31/2026

Special Qualifications	Qualification Effective
Continuing Education Exemption	06/27/2024

Gregorio Diaz

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	DIAZ, GREGORIO (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	650 SW 100 TERR PEMBROKE PINES FL 33025
County:	BROWARD
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX1271
Status:	Current,Active
Licensure Date:	07/01/1997
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Plumbing	
Continuing Education Exemption	06/27/2024

Gregorio Diaz

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	DIAZ, GREGORIO (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	650 SW 100 TERR PEMBROKE PINES FL 33025
County:	BROWARD
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN149
Status:	Current,Active
Licensure Date:	03/14/1994
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Plumbing	
Continuing Education Exemption	06/27/2024

Gregorio Diaz

Broward County Board of Rules & Appeals


Broward County
Board of Rules & Appeals

Hereby certifies
Gregorio Diaz
is competent as
Chief Plumbing Inspector
For Pembroke Pines in accordance with the provisions in
Florida Building Code & Broward County Administrative Code.
CFC1425674 BU1885 PX1271 BN149

Authorized Signature

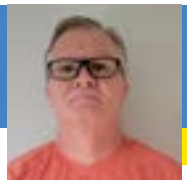
Expiration Date: 12/31/2025


Broward County
Board of Rules & Appeals

Hereby certifies
Gregorio Diaz
is competent as
Plumbing Plans Examiner/Inspector
License Numbers: Building Official, please see reverse side.
CFC1425674 BU1885 PX1271 BN149

Authorized Signature:

Expiration Date: 12/31/2025



Timothy "Tim" Rourke

Plumbing Inspector

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

40 Years of Experience | 1 Year with the Firm

Licenses & Certifications

International Code Council (ICC)
Commercial Plumbing Inspector

State of Florida
Standard Inspector with Plumbing #BN9043

Broward County
BORA-Certified Plumbing Inspector

Work History

- **Plumbing Inspector**
  Calvin, Giordano & Associates, Inc. (CGA), a SAFEbuilt Company
  Fort Lauderdale, FL
  05/2023 – Present
- **General Foreman**
  Nagelbush Mechanical
  Miami, FL
  2003 – 2023
- **General Foreman**
  Douglas Orr Plumbing
  Miami, FL
  1984 – 2003

Project Experience

- **Plumbing Inspector**
  CGA Contract with the City of Pembroke Pines, FL

Timothy Rourke

International Code Council

https://www.iccsafe.org/search-for-certified-professionals/

Certified Certified Person	City	State
Tim Rourke	Davie	FL

Certificates
Commercial Plumbing Inspector (expires 03/04/2027)

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	ROURKE, TIMOTHY J (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN9043
Status:	Current,Active
Licensure Date:	03/06/2024
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Plumbing	03/06/2024

Timothy Rourke

Broward County Board of Rules & Appeals


Broward County
Board of Rules & Appeals

Hereby certifies
Timothy J. Rourke
is competent as
Plumbing Inspector
License Numbers: Building Official, please see reverse side.
CFC044961 CTQB199412378 BN9043

Authorized Signature: Expiration Date: 12/31/2025



Michael Brown

Permit Technician

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

13 Years of Experience | 1 Year with the Firm

Licenses & Certifications

International Code Council (ICC)
Permit Technician

Work History

- **Permit Technician**
  Calvin, Giordano & Associates, Inc. (CGA), a SAFEbuilt Company
  Fort Lauderdale, FL
  05/2023 – Present
- **Sales Associate/Operations Coordinator**
  The UPS Store
  2022 – 2023
- **Store Manager**
  The UPS Store
  2022
- **Assistant Manager**
  The UPS Store
  2021 – 2022
- **Sales Associate**
  The UPS Store
  2021
- **Permit Technician/Project Manager**
  City Permit: Permit Expediting and Consultation
  2020 – 2021
- **Project Manager**
  City Permit: Permit Expediting and Consultation
  2019 – 2020
- **Sales Representative**
  Sprint
  2019
- **Warehouse Quality Inventory Control Manager**
  Totalpack TM
  2018
- **Sales/Customer Service Consultant**
  Matricom HQ
  2018
- **Government Procurement Consultant/Assistant Procurement Director/Custom Tapes & Labels Assistant Manager**
  Totalpack TM
  2016 – 2018
- **Customer Service/Logistics Manager**
  Totalpack TM
  2012 – 2016
- **Government Procurement Specialist**
  Totalpack TM
  2011 – 2012

Project Experience

- **Permit Technician**
  CGA Contract with the City of Pembroke Pines, FL

Michael Brown

International Code Council
https://www.iccsafe.org/search-for-certified-professionals/



ICC INTERNATIONAL CODE COUNCIL

INTERNATIONAL CODE COUNCIL

MICHAEL T BROWN

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:

Permit Technician

Given this day September 4, 2024

Certificate No. 10311249

Stuart Tom, P.E., CBO, FIAE
President, Board of Directors

Dominic Sims, CBO
Chief Executive Officer

INTERNATIONAL CODE COUNCIL, INC. CERTIFIED

This certificate is the property of ICC and must be returned to ICC in the event of suspension or revocation of the certificate.

List of Ongoing Contracts

CGA currently provides ongoing support to 130 municipal, state, and educational clients across Florida. Of these, 58 rely on CGA for partial or comprehensive building department services, tailored to meet the specific needs of each client.

Client	Services Provided	Client Since	Contract End
Broward County	Engineering	2024	10/19/2025
Broward County Board of County Commissioners	Engineering, Construction Management, Surveying & Mapping, Construction Engineering Inspections	2020	1/16/2028
Canaveral Port Authority	Building Official	2019	9/30/2025
Charlotte County Public Schools	Building Official, Building Inspection, Plan Review, Permit Technician	2023	3/5/2025
City of Boca Raton	Engineering, Landscape Architecture, Surveying & Mapping, Construction Management	2012	5/4/2028
City of Boynton Beach	Building Inspection, Plan Review, Engineering, Traffic Engineering	2021	2/16/2025
City of Bunnelll	Environmental Services, GIS, Planning & Zoning	2024	7/7/2029
City of Cape Coral	Building Inspection, Plan Review	2023	5/15/2025
City of Coconut Creek	Building Official, Permit Technician, Floodplain Manager, Building Inspection, Plan Review, Engineering, Traffic Engineering	2020	2/28/2025
City of Cooper	Engineering	2009	4/26/2025
City of Coral Gables	Traffic Engineering, Landscape Architecture	2017	1/4/2026
City of Coral Springs	Building Inspection, Plan Review, Engineering	2015	12/1/2025
City of Crystal River	Building Official, Building Inspection, Plan Review, Fire Plan Review, Fire Inspection, Planning & Zoning	2020	2/9/2025
City of Dania Beach	Engineering, Planning & Zoning, Surveying & Mapping	2016	12/29/2025
City of Deerfield Beach	Plan Review, Building Inspection, Code Enforcement, Engineering, Landscape Architecture, Permitting Software	2015	9/30/2025
City of Dunedin	Plan Review, Building Inspection, Engineering, Surveying & Mapping	2017	7/31/2025
City of Fellsmere	Building Official, Building Inspection, Plan Review, Permit Technician, Fire Plan Review, Fire Inspection, Permitting Software	2015	11/30/2025
City of Fort Lauderdale	Building Inspection, Plan Review, Building Official, Engineering, Surveying & Mapping, Landscape Architecture	2017	9/15/2025
City of Fort Myers	Planning & Zoning	2018	3/11/2027
City of Greenacres	Planning & Zoning, Engineering	2014	8/14/2025
City of Hallandale Beach	Building Inspection, Plan Review, Building Official, Permit Technician, Engineering, Construction Management, Landscape Architecture, Surveying & Mapping, Planning	2015	3/29/2028
City of Hialeah	Planning & Zoning	2019	1/22/2026
City of Hollywood	Building Inspection, Plan Review, Engineering Plan Review, Building Official, Assistant Building Official, Engineering, Traffic Engineering, Planning & Zoning	2014	11/9/2025
City of Homestead	Grant Writing & Administration, Engineering, Planning & Zoning	2014	9/30/2027
City of Key West	Engineering, Traffic Engineering	2021	7/25/2026
City of Lake City	Planning & Zoning	2023	8/30/2025
City of Lake Mary	Plan Review, Building Inspection, Building Official, Permit Technician	2019	3/31/2026
City of Largo	Landscape Architecture, Traffic Engineering, Planning & Zoning	2019	7/16/2025
City of Lauderdale Lakes	Building Inspection, Plan Review, Engineering, GIS, Planning & Zoning, Traffic Engineering	2016	3/31/2027

Client	Services Provided	Client Since	Contract End
City of Lauderhill	Engineering, Planning & Zoning, Landscape Architecture	2018	4/15/2027
City of Leesburg	Planning & Zoning	2022	12/27/2024
City of Lighthouse Point	Building Official, Building Inspection, Permit Technician, Plan Review, Planning & Zoning	2015	9/30/2025
City of Madeira Beach	Building Official, Plan Review, Building Inspection, Planning	2017	4/14/2025
City of Marco Island	Construction Engineering Inspection, Engineering, Environmental Services, Landscape Architecture, Planning & Zoning, Traffic Engineering	2019	6/30/2025
City of Margate	Engineering, Landscape Architecture, Surveying & Mapping, Planning & Zoning	2018	9/5/2025
City of Miami	Construction Engineering Inspection, Planning & Zoning, Engineering	2019	11/8/2025
City of Miami Beach	Traffic Engineering, Construction Engineering Inspection, Parks & Facilities Management	2016	7/18/2026
City of Miami Gardens	Surveying & Mapping	2015	6/2/2025
City of Miami Springs	Planning & Zoning	2023	1/17/2026
City of Minneola	Plan Review, Building Inspection	2011	6/20/2025
City of New Smyrna Beach	Building Inspection, Plan Review	2019	6/30/2027
City of North Bay Village	Planning & Zoning, Engineering, Landscape Architecture	2019	4/3/2026
City of North Lauderdale	Planning & Zoning, Engineering, Surveying & Mapping	2018	9/12/2025
City of North Miami	Planning & Zoning	2019	4/3/2026
City of North Miami Beach	Code Enforcement, Engineering, GIS, Landscape Architecture, Planning & Zoning, Surveying & Mapping	2021	6/7/2025
City of North Port	Building Inspection, Plan Review, Surveying & Mapping	2018	11/13/2024
City of Oak Hill	Planning & Zoning	2021	2/17/2026
City of Oakland Park	Building Inspection, Plan Review, Code Enforcement, Environmental Services, Planning & Zoning, Engineering, Landscape Architecture, Surveying & Mapping	2018	3/19/2029
City of Opa-Locka	Planning & Zoning	2022	12/29/2024
City of Parkland	Building Inspection, Plan Review, Grant Writing & Administration	2017	4/19/2025
City of Pembroke Pines	Building Official, Permit Technician, Building Inspection, Plan Review, Parks & Facilities Management, Environmental Services, Surveying & Mapping,	2009	9/30/2028
City of Pinellas Park	Planning & Zoning	2024	2/7/2029
City of Pompano Beach	Construction Engineering Inspection, Code Enforcement, Engineering, Planning & Zoning, Surveying & Mapping, Landscape Architecture	2017	4/15/2027
City of Riviera Beach	Planning & Zoning	2022	3/31/2025
City of Seminole	Engineering	2022	1/10/2027
City of South Miami	Engineering, Planning & Zoning, Surveying & Mapping	2020	5/25/2025
City of South Pasadena	Building Inspection, Plan Review	2019	2/19/2025
City of St. Cloud	Building Inspection, Plan Review, Permit Technician	2021	7/31/2025
City of Stuart	Landscape Architecture	2021	5/31/2025
City of Sunny Isles Beach	Engineering, Traffic Engineering	2017	8/22/2026
City of Sunrise	Landscape Architecture	2023	12/5/2028
City of Tamarac	Building Inspection, Plan Review	2016	2/28/2025

Client	Services Provided	Client Since	Contract End
City of Tampa	Construction Engineering Inspections, Engineering, Environmental Services, Landscape Architecture, Planning & Zoning	2019	4/15/2025
City of Tarpon Springs	Planning & Zoning	2019	8/26/2025
City of Vero Beach	Planning & Zoning, Grant Writing & Administration	2022	5/1/2026
City of West Melbourne	Building Inspection, Plan Review, Fire Plan Review, Fire Inspection	2023	4/24/2025
City of West Palm Beach	Landscape Architecture	2022	1/13/2025
City of Weston	Code Enforcement, Engineering, Parks & Facilities Management, Planning & Zoning, Public Works, Traffic Engineering	2016	9/30/2032
City of Williston	Building Official, Building Inspection, Plan Review, Permit Technician, Code Enforcement	2012	10/25/2026
City of Wilton Manors	Building Official, Building Inspection, Permit Technician, Plan Review, Engineering, Planning & Zoning, Construction Management, Surveying & Mapping	2017	5/2/2025
City of Winter Haven	Planning, Landscape Architecture, Traffic Engineering	2024	2/7/2029
City of Winter Park	Building Inspection	2019	6/26/2025
Esplanade Lake Club Community Development District	Engineering, Construction Management	2020	4/12/2026
Florida Department of Environmental Protection	Engineering	2015	7/31/2025
Florida Department of Management Services	Building Official, Building Inspector, Plan Review, Permit Technician	2019	8/31/2025
Florida Department of Transportation (FDOT) Turnpike Enterprise	Building Inspection, Plan Review, Engineering,	2016	1/30/2025
Florida Department of Transportation District 4	Construction Engineering Inspection	2018	5/5/2025
Florida Department of Transportation District 6	Planning & Zoning, Construction Engineering Inspection	2019	9/30/2029
Florida International University	Building Inspection, Plan Review, Building Official	2019	6/30/2025
Gadsden County	IT Services	2020	7/6/2025
Greater Boca Raton Beach & Park District	Engineering, Landscape Architecture, Surveying & Mapping, Planning & Zoning	2021	11/14/2026
Highlands County	Planning & Zoning, Landscape Architecture	2021	4/5/2026
Hillsborough County Development Services Department	Planning & Zoning, Landscape Architecture	2017	9/30/2025
Lee County Board of County Commissioners	Planning & Zoning	2021	4/19/2025
LT Ranch Community Development District	Stormwater Management Services	2020	9/30/2025
Manatee County	Planning & Zoning	2021	2/25/2026
Miami-Dade County	Construction Engineering Inspection, Engineering, Landscape Architecture	2017	6/16/2026
Okeechobee County	Building Official, Building Inspection, Planning, Plan Review	2013	11/30/2024
Osceola County	Building Inspection, Plan Review, Permit Technician, Building Official	2017	9/30/2026

Client	Services Provided	Client Since	Contract End
Palm Beach County	Engineering, Grant Writing & Administration	2020	12/19/2027
Pasco County	Planning & Zoning	2019	12/9/2024
Pinellas County	Planning & Zoning, Grant Writing & Administration	2023	4/16/2027
Putnam County	Plan Review, Building Official, Permit Technician, Building Inspector	2023	3/31/2026
Seminole County	Building Inspection, Plan Review	2019	9/11/2025
Seminole State College of Florida	Building Official, Plan Review, Building Inspection	2019	10/29/2025
St. Lucie County	Planning & Zoning, Engineering	2021	9/30/2025
The School Board of Hillsborough County	Building Official, Building Inspection, Plan Review	2019	6/10/2025
Town of Bay Harbor Islands	Landscape Architecture, Engineering, Construction Management, Surveying & Mapping, GIS	2005	5/20/2025
Town of Belleair	Planning & Zoning	2014	4/23/2025
Town of Cutler Bay	Building Official, Plan Review, Building Inspection, Permit Technician, Planning & Zoning, Surveying & Mapping	2016	2/27/2026
Town of Davie	Engineering, Planning & Zoning, Surveying & Mapping, Construction Management	2012	1/3/2026
Town of Dundee	Engineering, Planning & Zoning	2024	7/28/2029
Town of Highland Beach	Engineering	2023	4/4/2025
Town of Hillsboro Beach	Building Official, Building Inspection, Plan Review, Fire Plan Review, Fire Inspection, Zoning Plan Review, Zoning Inspection, Code Enforcement, Engineering	2018	8/3/2025
Town of Jupiter	Building Inspection, Plan Review, Engineering, Environmental Services, Surveying & Mapping, Grant Writing & Administration, Traffic Engineering	2016	3/21/2027
Town of Kenneth City	Plan Review, Building Inspection, Building Official, Permit Technician	2022	11/17/2024
Town of Lake Hamilton	Planning & Zoning	2021	2/3/2025
Town of Lake Park	Planning & Zoning, Surveying & Mapping, IT Services	2015	5/14/2027
Town of Lantana	Building Official, Building Inspection, Plan Review, Permit Technician, Floodplain Manager, Engineering, Survey & Mapping, IT Services	2012	12/31/2025
Town of Lauderdale By The Sea	Code Enforcement, IT Services, Planning & Zoning	2013	12/30/2024
Town of Longboat Key	Building Inspection, Plan Review, Fire Plan Review, Fire Inspection, Permit Technician	2016	7/14/2024
Town of Loxahatchee Groves	Building Official, Code Enforcement, Permit Technician, Building Inspection, Plan Review,	2021	12/15/2024
Town of Mangonia Park	Engineering, Surveying & Mapping, Construction Management, Planning & Zoning	2012	5/1/2026
Town of Miami Lakes	Engineering, Construction Engineering Inspection	2017	5/30/2025
Town of Orchid	Code Enforcement, Engineering	2022	11/30/2025
Town of Palm Beach	Planning & Zoning, Landscape Architecture	2022	12/13/2024
Town of Pembroke Park	Engineering, Permitting Software, Building Inspection, Plan Review, Building Official	2018	3/23/2027
Town of Southwest Ranches	Engineering	2019	11/20/2024
Town of Yankeetown	Building Official, Permit Technician, Code Enforcement, Planning & Zoning	2020	12/31/2024

Client	Services Provided	Client Since	Contract End
Village of Bal Harbour	Plan Review, Engineering, Surveying & Mapping, IT Services, Construction Management	2018	3/19/2025
Village of Estero	Plan Review, Building Inspection, Permit Technician, IT Services, Engineering, Planning & Zoning	2017	10/31/2025
Village of Indian Creek	Building Official, Plan Review, Building Inspection, Planning & Zoning, IT Services, Engineering, Surveying & Mapping, Construction Management, Permitting Software	2020	9/12/2025
Village of Indiantown	Building Official, Building Inspection, Plan Review, Code Enforcement, Planning & Zoning	2019	2/24/2025
Village of Key Biscayne	Landscape Architecture, Engineering	2016	9/30/2025
Village of Miami Shores	Engineering, Traffic Engineering, Plan Review, Permit Technician, Surveying & Mapping, Landscape Architecture, Drainage & Stormwater, Planning & Zoning	2022	3/14/2026
Village of Palm Springs	Engineering	2016	1/31/2027
Village of Palmetto Bay	Building Official, Building Inspection, Plan Review, Permit Technician, Code Enforcement, Engineering, Landscape Architecture, Traffic Engineering, Planning & Zoning	2016	9/30/2026
Village of Sea Ranch Lakes	Code Enforcement, Landscape Architecture	2019	10/16/2025
Volusia County	Plan Review, Building Inspection	2018	10/17/2026
Wentworth Estates Community Development District	Construction Management	2019	1/31/2050

Professional and Trade Services Staff

The table below lists the number of CGA staff by discipline.

Discipline	Staff Count
Building Inspection	290
Plan Review	71
Code Enforcement	19
Planning & Zoning	20
Parks, Onsite, Operations & Maintenance	106
Construction Engineering & Inspection	26
Engineering & Surveying	24
Landscape Architecture	11
Overhead	36
Total	**603**

Litigation

Customer satisfaction is CGA's primary objective for every project undertaken by the firm. As such, CGA endeavors to complete each project on time and within budget. CGA is proud to assert that CGA has not failed to provide products, perform services, or furnish goods for which we have been contracted.

CGA has no pending or completed litigation, claims made, investigations, and/or sanctions by the SEC, MSRB, or other similar entities, contract disputes or defaults and liens arising due to company performance or any current or former services during the past five years to report.

Tab D



Current and Projected Workload

Current and Projected Workload

Historically Projects Handled by the Proposer's Key Project Personnel

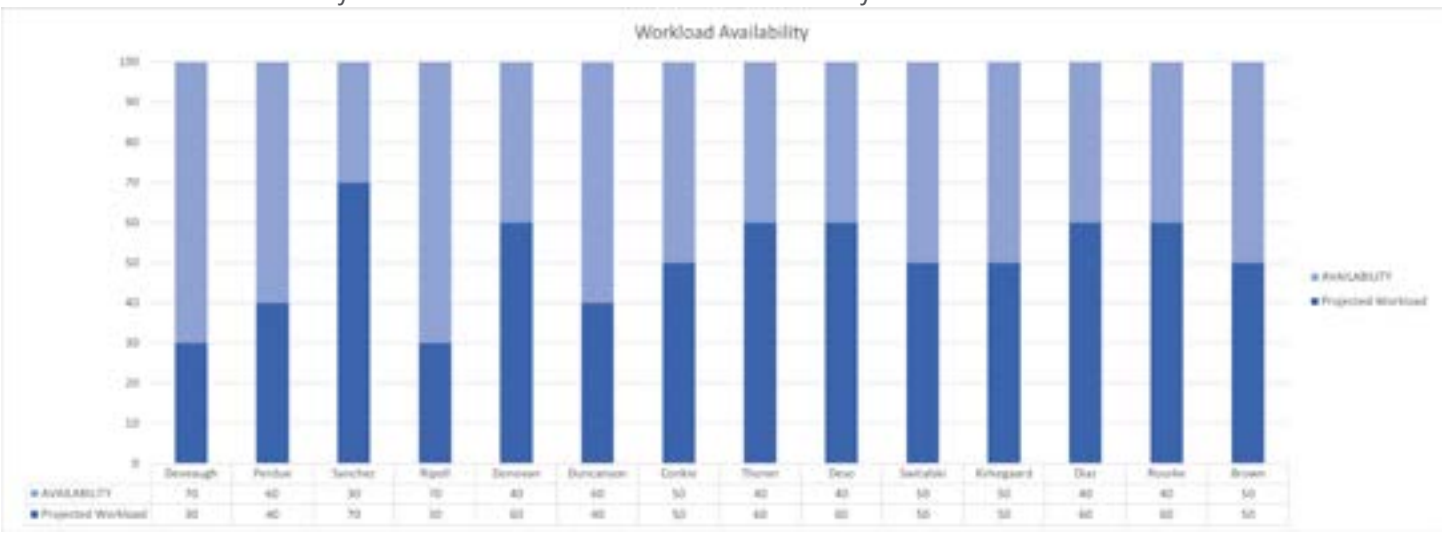
Historically, our assignation of workload to each project manager is generally predicated on the amount of effort necessary to complete each project. Large, complex and multi-disciplinary projects require a greater involvement from the project manager than small, simple projects. Because of the variation in needs present across different project types, the ranges provided only serve to indicate the average number of projects each PM is generally assigned to. Our internal work assignation determinations are ultimately based on an evaluation of the overall workload availability of the project manager compared to the specific needs and anticipated demands of each unique project. As a threshold, our internal best practices always seek to ensure that PMs carry a workload that doesn't exceed a workload demand of 80%, always allowing for a 20% availability to address unexpected, unforeseen situations that may arise on any project at any time. This guarantees our ability to remain flexible, responsive and available to our clients.



	Pete Deveaugh	K-Maron Perdue	Roman Sanchez	Joel Ripoll	Kevin Donovan	Howard Duncanson	Daniel Conkie	Robert Thoner	Dave Deso	Joseph Switalski	Randy Kirkegaard	Greg Diaz	Tim Rourke	Michael Brown
Assigned Project Workload	4-5	2-3	2-3	1-2	2-3	1-2	2-3	2-3	1-2	1-2	2-3	2-3	1-2	1-2

Projected Workload

CGA has sufficient staff to support the projects under this contract because we serve as municipal staff, and in keeping with our reputation of being promptly responsive, we ensure that availability of our staff never goes below 40 percent for our senior staff and 30 percent for our technical support staff, amending our staffing needs as necessary. This is a strategy that we maintain to allow us to meet the impromptu and unexpected demands of all of our clients without sacrificing the needs of others. CGA guarantees that we will have the necessary staff to meet all the needs no matter what they are.



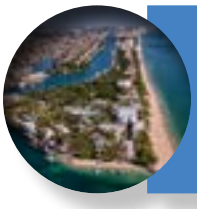
Tab E



References

Relevant Experience

We present the three projects listed below as our references in the completed portal section online.

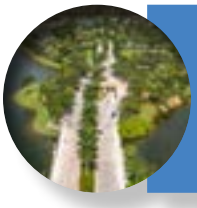


Town of Hillsboro Beach

Client Since 2018

"Love the staff I work with. They are top-notch!"

– William "Mac" Serda, Town Manager, Town of Hillsboro Beach, FL



City of Pembroke Pines

Client Since 2009

"The CGA building department team assisted the City with the deployment of our online (Tyler) permitting platform...Their team was a valuable resource in this endeavor."

– Michael Stamm, Director of Planning & Economic Development, City of Pembroke Pines, FL



City of Parkland

Client Since 2017

"CGA has provided building code services to Parkland for the past 10 years. We have never had an issue with the service they have provided."

– Bill Tracy, Building Official, City of Parkland, FL

Project Showcase

CGA proudly supports communities across South Florida by handling all types of permits, both large and small, residential and commercial. We are committed to delivering thorough reviews and inspections for every permit, whether it's a simple water heater replacement or a 100,000 ft² commercial building. The following project summaries showcase just a few of the many projects the proposed team has supported for our clients in Broward County.



NE Focal Point at Braithwaite Center for Active Aging

Deerfield Beach, FL | 2021 – 2024

The 22,000 ft² center offers a wide range of activities designed to enhance the quality of life and promote independence for seniors aged 60 and older. The facility includes an Alzheimer's and Adult Day Care Center, providing respite services for caregivers and specialized programs for individuals with cognitive disorders such as Alzheimer's disease and dementia.

CGA provided comprehensive plan review and inspection services throughout the construction of the $13.6M facility.





Memorial Cancer Institute

Pembroke Pines, FL | 2021 – 2023

CGA provided ongoing plan review and inspection services for the construction of a state-of-the-art, 4-story, 121,000+ ft² outpatient cancer center. Designed to support cutting-edge research, clinical trials, and advanced cancer treatments, the facility offers comprehensive services, including cancer screening and diagnostics, radiation therapy, chemotherapy, cellular therapies, surgery, and integrative medicine.

The center features 63 exam rooms—more than doubling the previous capacity of 29—along with 51 private infusion suites, up from 38. This $125 million project includes:

- A 4-story atrium and main lobby
- Radiation Oncology, Hematology Oncology, Breast Cancer Center
- Infusion bays, pharmacy, and laboratory services
- Clinic support areas
- Center for Body, Mind, and Spirit
- Meditation room, café, and rooftop garden

This facility sets a new standard for comprehensive cancer care, significantly expanding the health system's ability to serve patients.



Johnny L. Tigner Community Center

Deerfield Beach, FL | 2023 – 2024

CGA provided plan review and inspection services for the construction of a new two-story, 14,000 ft² community center, valued at nearly $16 million. The facility features a banquet hall, multipurpose spaces for diverse programs, and general support areas, all designed to meet a wide range of community needs

Appendix A



Additional Information

Additional Capabilities and Value-Added Services

The following briefly describes a few of the services and capabilities that CGA offers that may be of interest and benefit to the City.



Fire Services

Our proposed team includes certified professionals who provide quality residential and commercial fire services at every phase of the project—before construction, during construction, and ongoing fire deterrence and compliance. We offer a complete range of services that can be customized to your needs, including:

- Life Safety and Plan Review
- Fire Site Plans
- Fire Alarm Plans
- Fire Sprinkler Plans
- Sprinkler and Fire Extinguishing System Inspections
- Fire Alarm System Inspections
- Fire Main and Pump Inspections
- Storage Tank Inspections
- Annual Inspections of Schools and Commercial Properties
- Fire Education Programs
- Property Loss Mitigation, Consultation and Inspection
- Fire Investigation



Disaster and Emergency Response Support

CGA is prepared to offer comprehensive disaster recovery support for any event. We have first-hand experience establishing a post-disaster building department and will be on the ground with a dedicated team for the City to facilitate a sustained recovery. Our services include reviewing applicable standards, permit review, building inspection services for compliance, plan review, and on-site plan inspection services. We have successfully delivered these services to many post-disaster clients when needed.

MORE INFO https://safebuilt.com/solutions/public-sector/recovering-community



Grant Writing and Management

From identifying opportunities and crafting competitive applications, to diligent project delivery and proactive follow-up, our grant writing group will help you customize a plan to secure critical funding for your projects and programs.

With local, regional, state, and federal grant expertise, our team not only simplifies the application process for our clients, but also significantly boosts the probability of securing funding. Our strategic approach and deep understanding of grant mechanisms enhances your chances of success at every level, ensuring that your project receives the financial support it deserves.

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

CommunityCore Solutions: Community Development Software

CommunityCore Solutions is SAFEbuilt's (CGA's parent company's) proprietary, online community development software tool for managing permitting, plan reviews and approvals, and code enforcement and inspection activities. CommunityCore integrates with other government software systems. It is designed to streamline and automate many building department processes, helping to ensure compliance, manage workflows, generate activity reporting, and provide transparency to all stakeholders.

CommunityCore is divided into three interface modules, depending on the user.

CommunityCore POWERED BY SAFEbuilt

CommunityCore for Building Departments

Users of CommunityCore can:

- Manage permit applications and permits throughout their life cycle.
- Assess fees and collect payment.
- Manage contractor and business licenses.
- Create and track projects.
- Manage how the system works for you by customizing workflows, defining customer permit fields, and managing users.
- Generate reports.

CommunityConnect POWERED BY SAFEbuilt

CommunityConnect for Contractors & Communities

Users of CommunityConnect can:

- Apply for permits.
- Track existing permits.
- Upload plans.
- Request inspections.
- Access permit documents, including permit certificates and plan reviews.
- View inspection results.
- Pay fees.

InspectorConnect POWERED BY SAFEbuilt

InspectorConnect for Code Enforcement

Inspectors and Code Compliance Officers can use InspectorConnect to:

- Easily view their assigned work.
- Organize stops for improved efficiency.
- Automatically send inspection results to the contractor or permit applicant.
- Access key documents, such as plans and certificates.
- Schedule, reschedule, or assign inspections in the field.
- Look up permit information from the field.

Created by people who have worked in building departments like yours, CommunityCore Solutions are simple yet flexible enough to handle the work you and your team do every day. We offer a genuinely unique combination—large company strength and stability together with small company personalized and responsive support.

If the City of Boynton Beach chooses CGA as its service provider for this RFP, we offer CommunityCore Solutions—typically valued at $150,000.00—at no extra charge for up to three users. We can provide a demonstration and will also offer a comprehensive assessment, complete implementation, project management services, and estimates for data migration from your current system or spreadsheets.

In the meantime, we invite you to watch a recent webinar, "Understanding Electronic Permitting Systems," for a quick overview:

https://content.safebuilt.com/communitycore_demo or follow the link in this QR code!



Appendix B



Acceptance of Terms

Acceptance of Terms

After careful review of the terms of the RFP and the sample Professional Services Agreement provided with the RFP, CGA's Contracts and Legal team respectfully request the following modifications to the sections of the agreement cited below.

Refer To:	Modification Request:
Page 43, Professional Services Agreement, 22 Termination	a. Termination for Convenience. This Agreement may be terminated by either Party for convenience upon fourteen (14) calendar days of written notice. In this event, the Consultant shall be compensated for services performed through the termination date, including services reasonably related to termination. **Consultant shall not be responsible or liable in any manner for City's use of unfinished work product or documents.** b. Termination for Cause. In addition to all other remedies available to the aggrieved Party, this Agreement shall be subject to cancellation by either Party for cause, should the other Party 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 thirty (30) calendar days after receipt by the defaulting Party of written notice of such neglect or failure. c. In the event of termination, the City shall compensate the Consultant for all authorized work **satisfactorily** performed through the termination date under the payment terms contained in this Agreement. Consultant shall immediately deliver all documents, written information, electronic data, and other materials concerning City projects in its possession to the City and shall cooperate in transitioning its consulting duties to appropriate parties at the direction of the City. d. Upon termination, this Agreement shall have no further force or effect, and the Parties shall be relieved of all further liability hereunder, except that the provisions of this section and the provisions regarding property rights, insurance, indemnification, governing law, and litigation shall survive termination of this Agreement and remain in full force and effect.
Page 43-44, Professional Services Agreement, 23 Indemnification	23. INDEMNIFICATION. Consultant shall indemnify and hold harmless the City and its elected and appointed officers, agents, assigns and employees, consultants, separate Consultants, any of their subconsultants, or sub-subconsultants (collectively, "Indemnified Party"), from and against **third-party** claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the Indemnified Party **to the extent** arising out of or resulting from (A) Consultant's **negligent** performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Consultant's, its agents, employees, subcontractors, subconsultants, participants, and volunteers, and (C) Consultant's failure to take out and maintain insurance as required under this Agreement. Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature against an Indemnified Party, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon **to the extent arising out of the negligent, willfull misconduct of Consultant's, its agent and employees.** The obligations of this section shall survive indefinitely regardless of termination of the Agreement. If considered necessary by the City and the City Attorney, the City may retain any sums due Consultant under this Agreement until all claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the City. **Consultant's obligations under this Section 23 are contingent upon timely notice of any Losses, such that defense of the Losses is not compromised, and the Indemnitees cooperation in defending the Losses.** **23. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF CITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT AVAILABLE LIMITS OF CONSULTANTS INSURANCE REQUIRED PURSUANT TO SECTION 24, BELOW.**

Refer To:	Modification Request:
Page 45, Professional Services Agreement, 29 Assignment	If this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered under any circumstances by Consultant, Consultant must gain prior written consent from City thirty (30) business days before such transfer. **Written consent shall not be unreasonably withheld or delayed.** For purposes of this Agreement, any company ownership change shall constitute an assignment that requires the City's approval. Notwithstanding the foregoing, Consultant may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Consultant shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.
Page 46, Professional Services Agreement, 34 Righst in Deocuments and Work	a. Ownership. Any and all videos, photographs, documents, materials, data, or other work created by Consultant in connection with performing services, whether finished or unfinished ("Documents and Work"), shall be owned by City, and Consultant hereby transfers to City all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. **Notwithstanding any provision of this Agreement to the contrary, Consultant shall have no liability, including under Section 23, with respect to (i) the use by City of unfinished or draft Documents and Work or (ii) the use of Documents and Work for any project other than that for which they were prepared or (iii) the use of Documents and Work after a change in applicable codes or law.** b. Deliverables Upon Conclusion of Task Order. Consultant shall deliver to the City for approval and acceptance, and before being eligible for final payment of any amounts due under any Task Order, all documents and materials prepared for the City in connection with the Task Order. All such documents and records shall be provided within a reasonable time at no additional cost. Such documents may be provided electronically. c. Delivery Upon Expiration or Termination of Agreement. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of City and shall be delivered by Consultant to City within seven (7) days after expiration or termination. Any compensation due to Consultant may be withheld until all Documents and Work are received as provided in this Agreement. Consultant shall ensure that the requirements of this section are included in all agreements with all subconsultant(s). d. Reuse of Project Documents. City may, at its option, reuse (in whole or in part) the resulting end- product or deliverables resulting from Consultant's Services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in the applicable Scope of Services for any Task Order) **upon** ~~**; and**~~ Consultant's **consent**. ~~**agrees to such reuse in accordance with this provision.**~~

Appendix C



Confidential Financials

These materials are entitled to confidential treatment pursuant to Section 815.04(3) and 812.081(1)(c), Fla. Stat. and pursuant to Section 24(a), Article 1 of the Florida State Constitution and Title X, Sections 119.07(3)(t) and 119.071(1)(c), Fla. Stat."



Profit & Loss Statement
For 12 Months Ended December 31, 2023

	This Month Actual	Year to Date Actual	Year to Date Last Year	Variance
Revenues				
Intercompany Revenue-MTC	$0	$57,805	$171,833	($114,029)
Intercompany Revenue-SB	0	219,689	0	219,689
Services Unbilled	(92,153)	1,417,368	581,709	835,659
Services Refund	(59,342)	(23,967)	(304,200)	280,233
Services Billed	6,508,101	87,136,549	78,661,278	8,475,271
Reimbursables	217,961	2,769,676	2,575,514	194,162
Reimbursables Unbilled	39,482	222,599	27,966	194,633
Consultants (40800)	769,095	9,506,922	8,082,707	1,424,215
Consultants Unbilled	(21,568)	(50,559)	39,326	(89,885)
WIP Reserve	(20,898)	(140,670)	49,823	(190,493)
Services Write-Off	(81,447)	(653,620)	(775,259)	121,639
Expenses Write-off	(37,096)	(218,710)	(47,892)	(170,818)
Consultants Write-off	0	17,679	3,529	14,150
Permit Income	0	202,810	2,042,557	(1,839,746)
Misc. Income	492	48,575	87,639	(39,063)
Total Revenues	**$7,222,627**	**$100,512,146**	**$91,196,529**	**$9,315,617**
Direct Costs				
Direct Labor	2,525,525	34,431,579	29,368,337	5,063,242
Direct Costs - Permitting	8,909	103,588	79,935	23,652
Direct Costs - Consultants	670,246	9,440,915	9,599,750	(158,835)
Direct Costs - Misc	97,095	1,153,031	1,122,936	30,095
Total Direct Costs	**$3,301,775**	**$45,129,112**	**$40,170,958**	**$4,958,154**
Gross Margin	**$3,920,852**	**$55,383,033**	**$51,025,571**	**$4,357,462**
Operating Expenses				
Advertising/Promotions	9,218	68,626	45,992	22,633
Auto - Gas	64,581	850,941	648,634	202,308
Auto - MileageTolls Reimburse	14,649	134,059	108,365	25,694
Auto - Repair	55,847	620,512	422,331	198,181
Auto - Accessories	11	14,008	6,038	7,970
Auto - License	2,359	75,241	34,641	40,601
Auto - Allowance	20,838	250,715	251,214	(499)
Auto - Lease	6,980	624,649	589,647	35,003
Donations	5,000	39,801	15,238	24,563
Corporate Licenses/Dues	0	1,356	5,643	(4,287)

CONFIDENTIAL

These materials are entitled to confidential treatment pursuant to Section 815.04(3) and 812.081(1)(c), Fla. Stat. and pursuant to Section 24(a), Article 1 of the Florida State Constitution and Title X, Sections 119.07(3)(t) and 119.071(1)(c), Fla. Stat."



Profit & Loss Statement
For 12 Months Ended December 31, 2023

	This Month Actual	Year to Date Actual	Year to Date Last Year	Variance
Equipment - Purchase	0	5,497	13,045	(7,548)
Sofware Subscriptions/Maint.	39,433	481,610	490,226	(8,615)
Equipment/Rental	13,803	86,762	73,408	13,354
Insurance	290,108	3,012,766	1,883,372	1,129,394
Office - Rental	147,799	1,870,553	1,674,742	195,811
Admin Fees - Pines	18,728	217,396	199,527	17,869
Office Rent - Pines	19,363	226,529	309,026	(82,497)
Office - Gifts/Awards	2,422	4,691	539	4,152
Office - Expense	4,602	153,310	105,535	47,775
Office - Repair & Maintenance	736	16,346	15,493	852
Postage & Shipping	6,389	62,895	47,713	15,182
Office Reproduction	294	29,616	30,820	(1,204)
Salary - Indirect	1,296,043	14,360,326	11,025,866	3,334,460
Bonus	1,332,176	1,472,423	1,219,673	252,750
Personnel-401K Contribution	91,319	1,217,758	968,326	249,432
Personnel - Taxes	266,260	3,663,730	2,976,727	687,003
Personnel - Insurance/Group Waive	403,036	4,346,000	3,803,790	542,210
Personnel - Education/Seminars	8,264	72,158	65,387	6,771
Personnel - Licenses	1,623	18,906	16,090	2,816
Personnel - Employment	12,521	208,764	153,700	55,064
Personnel - Corporate Events	248	44,324	45,989	(1,666)
Personnel-Misc	0	1,262	0	1,262
Personnel-Prof Clubs/Mtg	6,695	48,486	39,115	9,370
Professional Services	21,690	391,580	428,095	(36,515)
Merchant/Bank Fees	12,640	143,432	141,828	1,604
Late Charges	107	10,606	3,077	7,529
Gain/Loss on Disposal	(31,788)	(116,936)	(66,372)	(50,565)
Subscriptions/Publications	2,341	20,737	22,373	(1,636)
Supplies Office	36,553	369,769	327,660	42,108
Supplies-Uniform	3,422	55,933	57,585	(1,652)
Taxes - Other	3,086	45,258	30,548	14,711
Entertainment	186	23,559	11,470	12,089
Travel	21,774	267,452	198,548	68,904
Utilities - Electric	897	10,128	5,207	4,921
Utilities - Phone/Internet/Ofc	6,153	91,080	188,848	(97,768)
Utilities - Cell Allowance	10,305	161,112	180,016	(18,904)
Utilities - Telephone/Mobile	24,449	412,462	303,831	108,631
Bad Debt Allowance	0	180,000	0	180,000
Total Operating Expenses	**$4,253,162**	**$36,368,186**	**$29,118,564**	**$7,249,622**

CONFIDENTIAL

These materials are entitled to confidential treatment pursuant to Section 815.04(3) and 812.081(1)(c), Fla. Stat. and pursuant to Section 24(a), Article 1 of the Florida State Constitution and Title X, Sections 119.07(3)(t) and 119.071(1)(c), Fla. Stat."



Profit & Loss Statement
For 12 Months Ended December 31, 2023

	This Month Actual	Year to Date Actual	Year to Date Last Year	Variance
Other Expenses				
Depreciation	181,556	2,145,987	1,890,982	255,005
Loss on Dispositon of Assets	0	0	(2,616)	2,616
Interest	(3,030)	99,774	105,298	(5,524)
Total Other Expenses	**$178,527**	**$2,245,761**	**$1,993,664**	**$252,098**
Net Income (Loss) before Allocations	**(510,836)**	**16,769,086**	**19,913,343**	**($3,144,257)**
Allocations				
Total Allocations	**$0**	**$0**	**$0**	**$0**
Net Income (Loss)	**(510,836)**	**16,769,086**	**19,913,343**	**(3,144,257)**

Basis : Accrual

CONFIDENTIAL

These materials are entitled to confidential treatment pursuant to Section 815.04(3) and 812.081(1)(c), Fla. Stat. and pursuant to Section 24(a), Article 1 of the Florida State Constitution and Title X, Sections 119.07(3)(t) and 119.071(1)(c), Fla. Stat."

Balance Sheet
December 31, 2023

Assets

Current Assets		
Cash	($1,248,091)	
Cash - Truist MTC (M.T. Causley)	$1,652,950	
Cash - Truist Dal-Tech	$652	
Cash - Truist FMS (FL Muni Svcs)	$241	
Accounts Receivable - Net	$19,472,075	
Accounts Receivable - Bldg Code	($762)	
Accounts Receivable - Other	$671,164	
Intercompany - MTC	$567,070	
Intercompany - Payroll	$69,539,136	
Work in Progess - Reserve	($143,082)	
Work in Progress	$776,731	
Prepaid Insurance	$58,432	
Prepaid Expenses	$325,233	
Total Current Assets		$91,671,746
Fixed Assets		
Furniture, Fixtures & Equipment	$1,993,026	
Leasehold Improvement	$497,234	
Vehicles	$8,713,847	
ROU 842 Asset	$2,399,936	
Accumulated Depreciation	($7,105,919)	
CIP-Software Development (Internal)	$3,463,000	
Accumulated Amortization	($1,524,510)	
Total Fixed Assets		$8,436,615
Other Assets		
Deposits	$730,411	
Total Other Assets		$730,411
Total Assets		**$100,838,772**

Basis : Accrual Printed : January 11, 2024

CONFIDENTIAL

These materials are entitled to confidential treatment pursuant to Section 815.04(3) and 812.081(1)(c), Fla. Stat. and pursuant to Section 24(a), Article 1 of the Florida State Constitution and Title X, Sections 119.07(3)(t) and 119.071(1)(c), Fla. Stat."

Balance Sheet
December 31, 2023

Liabilities and Equity

Current Liabilities		
Accounts Payable	$833,936	
Refundable Fees - Bldg Code	($171)	
Accrued Payroll Taxes	$136,230	
Short Term 842 Lease Liability	$817,487	
Long Term 842 Lease Liability	$1,688,610	
Deferred Rent	($34,863)	
Accrued Liabilities	$209,200	
Payroll Deduction Payable	$44,167	
Accrued Salaries & PTO	$3,584,162	
Prepaid Fees	$283,044	
Unearned Revenue	$3,269,170	
Note Payable - Equipment Lease	$3,190,134	
Total Current Liabilities		$14,021,106
Long-Term Liabilities		
Total Long-term Liabilities		$0.00
Total Liabilities		$14,021,106
Equity		
Additional Paid In Capital	$8,946,006	
Retained Earnings	$61,102,575	
Net Income	$16,769,086	
Total Equity		$86,817,666
Total Liabilities and Equity		**$100,838,772**

Basis : Accrual Printed : January 11, 2024

CONFIDENTIAL

State of Florida
Department of State

I certify from the records of this office that CALVIN, GIORDANO & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on June 27, 1985.

The document number of this corporation is M17373.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 5, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifth day of February, 2024

Secretary of State

Tracking Number: 7278348701CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/2/2024

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
McGriff Insurance Services LLC
2200 N. Commerce Parkway
Suite 200
Weston FL 33326

CONTACT NAME: Lauren Mayer
PHONE (A/C, No, Ext): 954-385-6022 **FAX (A/C, No):** 866-802-8684
E-MAIL ADDRESS: lauren.mayer@mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkshire Hathaway Homestate Ins Co	20044
INSURER B : Great American E&S Insurance Company	37532
INSURER C : Everest Indemnity Insurance Company	10851
INSURER D : Everest Premier Insurance Company	16045
INSURER E : Bridgeway Insurance Company	12489
INSURER F : Lexington Insurance Company	19437

INSURED 132SAFEBLLC
Calvin, Giordano & Associates, Inc.
1800 Eller Dr. Suite 600, 114, 501
Fort Lauderdale FL 33316-4208

COVERAGES **CERTIFICATE NUMBER:** 468278306 **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	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE OCCUR X 10,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y	Y	CF3GL00415241	10/3/2024	10/3/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	CF3CA00337241	10/3/2024	10/3/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
E F	UMBRELLA LIAB OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0	Y	Y	8EA7XL000207903 011170903	10/3/2024 10/3/2024	10/3/2025 10/3/2025	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	SAWC561586	5/12/2024	5/12/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability			TER5325879	10/3/2024	10/3/2025	Each Claim/Aggregate	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess policy #140002058 effective 10/03/2024-10/03/2025 - QBE Ins Corp NAIC #39217 Limits - $5,000,000 part of $10,000,000 Excess of $5,000,000.

CERTIFICATE HOLDER

For Informational Purposes Only

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
Felicia Vinaroub

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Pete Deveaugh

International Code Council

https://www.iccsafe.org/search-for-certified-professionals/

Certified Certified Person	City	State
Peter Deveaugh	DAVIE	FL

Certificates
Commercial Electrical Inspector (expires 06/25/2027)
Electrical Plans Examiner (expires 06/25/2027)

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	DEVEAUGH, PETER ROBERT (Primary Name)
Main Address:	"Private Address" "Private Address" "Private Address" "Private Address" "Private Address"

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX3750
Status:	Current,Active
Licensure Date:	07/22/2016
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Electrical	07/22/2016

Pete Deveaugh

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	DEVEAUGH, PETER ROBERT (Primary Name)
Main Address:	"Private Address" "Private Address" "Private Address" "Private Address" "Private Address"

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN6811
Status:	Current,Active
Licensure Date:	02/19/2016
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Electrical Inspector	02/19/2016

Broward County Board of Rules & Appeals





Pete Deveaugh

Broward County
https://dpepp.broward.org/BCS/Default.aspx?PossePresentation=SearchForContractorLicense

Contractor License

License Information

Expiration Date:	08/31/2026
CC Number:	85-CME-963-X
License Issued:	09/28/2006
License Category:	Master Electrician Contractor
License Status:	Licensed

Contractor Information

Contractor Name:	DEVEAUGH, PETER - BOARD MEMBER - R.
Email Address:	petedeveaugh@hotmail.com
Contracting Firm:	
Contracting Firm Phone:	
Contracting Firm Address:	

Temporary License

Temporary License	☐
Expiration Date:	

Restrictions

Restrictions:

K-Maron Perdue

Florida Department of Business & Professional Regulation
https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	PERDUE, K MARON (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU2110
Status:	Current,Active
Licensure Date:	09/24/2020
Expires:	11/30/2025

Special Qualifications	Qualification Effective

Licensee Information

Name:	PERDUE, K MARON (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX3558
Status:	Current,Active
Licensure Date:	12/16/2014
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Building	12/16/2014

K-Maron Perdue

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	**PERDUE, K MARON** (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN6514
Status:	Current,Active
Licensure Date:	03/07/2014
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Building	03/07/2014
Continuing Education Exemption	06/27/2024

Broward County Board of Rules & Appeals



ROMAN SANCHEZ

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	SANCHEZ, ROMAN (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU1978
Status:	Current,Active
Licensure Date:	11/02/2017
Expires:	11/30/2025

Special Qualifications	Qualification Effective

Licensee Information

Name:	SANCHEZ, ROMAN (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN5985
Status:	Current,Active
Licensure Date:	10/26/2007
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Mechanical	10/26/2007
Continuing Education Exemption	06/27/2024

Roman Sanchez

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	SANCHEZ, ROMAN (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

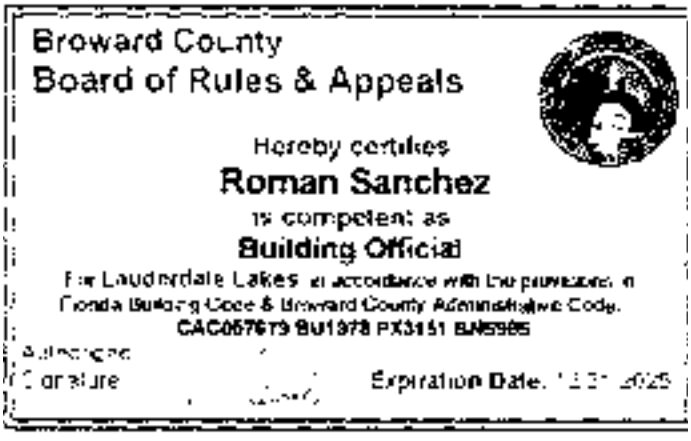
License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX3151
Status:	Current,Active
Licensure Date:	08/18/2008
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Mechanical	08/18/2008
Continuing Education Exemption	06/27/2024

Broward County Board of Rules & Appeals


Broward County
Board of Rules & Appeals

Hereby certifies
Roman Sanchez
is competent as
Chief Mechanical Inspector
For Wilton Manors in accordance with the provisions in Florida Building Code & Broward County Administrative Code.
CAC057679 BU1978 PX3151 BN5985
Authorized Signature:
Expiration Date: 12/31/2025


Broward County
Board of Rules & Appeals

Hereby certifies
Roman Sanchez
is competent as
Building Official
For Lauderdale Lakes in accordance with the provisions in Florida Building Code & Broward County Administrative Code.
CAC057679 BU1978 PX3151 BN5985
Authorized Signature:
Expiration Date: 12/31/2025

Roman Sanchez

Association of State Floodplain Managers

https://www.floods.org/certification-program-cfm/cfm-resources/list-of-certified-floodplain-managers/#usmapstabs|10

Bryla, Jennifer, The Villages
Buckley, Patrick, St. Augustine
Buden, Natalie, Ocala
Bungo, Susan, Lecanto
Burch, Hseth, Orlando
Burgess, Michael, Destin
Burgos, Patricia, Eustis
Burns, Rae, Orlando
Bursa, Karl, Tavernier
Burtner, Brittany, Big Pine Key
Keller, Justin, Pinellas Park
Kells, Hugh, Port Orange
Kelly, David, Winter Garden
Kelson, Jeanette, Pensacola
Kennedy, Karl, Coral Springs
Kenney, Joseph, Boca Raton
Kenty, Kerstin, Clearwater
Kerkering, Richard, Nokomis
Kessler, Sarah, Clearwater
Kibler, Jeremy, St. Cloud
Saavedra, Leylah, Orlando
Sabean, Roy, Temple Terrace
Saiz, Sofia, Fort Myers
Salazar, Manuel, Miami
Salcedo, Jesila, New Port Richey
Sale, Priscilla, Panama City
Sample, Geoffrey, Ponte Vedra
Sanabria, Natalia, Orlando
Sanchez, Roman, Davie
Sanders, Pamela, Mayo

JOEL RIPOLL

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	RIPOLL, JOEL (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX3644
Status:	Current,Active
Licensure Date:	10/08/2015
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Building	10/08/2015

Licensee Information

Name:	RIPOLL, JOEL (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN6781
Status:	Current,Active
Licensure Date:	12/17/2015
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Building	12/17/2015

Joel Ripoll

Association of State Floodplain Managers

https://www.floods.org/certification-program-cfm/cfm-resources/list-of-certified-floodplain-managers/#usmapstabs|10

Blakely, Russell, Orlando
Blanco, Linda, Palmetto Bay
Blanco, Victor, Cooper City
Boden, John, Ormond Beach
Boehning, Denise, Vero Beach
Boehning, Stephen, Vero Beach
Boggs, David, Winter Park
Bondurant, Wilka, St. Petersburg
Booker, Alan, Winter Garden
Jackson, Bradley, Naples
Jacoby, Billie, Fort Myers
Janwadkar, Sandeep, Lake Mary
Jarahpour, Mohsen, Palmetto Bay
Javed, Adnan, Lithia
Jean-Pharuns, Marie-Frantz, Miami
Jenkins, Jeffrey, Tampa
Jenkins, Kelly, Inlet Beach
Jennings, David, Tampa
Rimoldi, Michael, Valrico
Ringle, Peter, Lake Worth
Rinkus, Daniel, Ft. Lauderdale
Rinkus, Michael, Ft. Lauderdale
Ripoll, Joel, Miramar
Rizzuto, Charles, Davie
Roberson, Leslie, Youngstown
Roberts, Dorinda, Tampa
Roberts, Michael, Marathon

Broward County Board of Rules & Appeals

Broward County
Board of Rules & Appeals

Hereby certifies
Joel Ripoll
is competent as
Chief Structural Inspector
For Pembroke Pines in accordance with the provisions in Florida Building Code & Broward County Administrative Code.
CGC1518883 CCC1331448 BU6781 PX3644 BN6781
Authorized Signature
Expiration Date: 12/31/2025

Broward County
Board of Rules & Appeals

Hereby certifies
Joel Ripoll
is competent as
Structural Plans Examiner/Inspector
License Numbers: Building Official, please see reverse side.
CGC1518883 CCC1331448 BU6781 PX3644 BN6781
Authorized Signature:
Expiration Date: 12/31/2025

KEVIN DONOVAN

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	DONOVAN, KEVIN JAMES (Primary Name)
Main Address:	1807 SW 102 ND AVE. MIRAMAR Florida 33025-3950
County:	BROWARD
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX1264
Status:	Current,Active
Licensure Date:	06/06/1997
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Building Continuing Education Exemption	06/27/2024

Kevin Donovan

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	DONOVAN, KEVIN JAMES (Primary Name)
Main Address:	1807 SW 102 ND AVE. MIRAMAR Florida 33025-3950
County:	BROWARD
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN121
Status:	Current,Active
Licensure Date:	03/14/1994
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Building Continuing Education Exemption	06/27/2024

Broward County Board of Rules & Appeals


Broward County
Board of Rules & Appeals

Hereby certifies
Kevin Donovan
is competent as
Structural Plans Examiner/Inspector
License Numbers: Building Official, please see reverse side
CGC037434 PX1264 BN121

Authorized Signature

Expiration Date 12/31/2025

Howard Duncanson

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	DUNCANSON, HOWARD ANTHONY JR (Primary Name)
Main Address:	8362 PINE BLVD STE 405 PEMBROKE PINES Florida 33024
County:	BROWARD

License Information

License Type:	Provisional Building Inspector
Rank:	Prov. Bld Insp.
License Number:	PBI2792
Status:	Current,Active
Licensure Date:	06/12/2024
Expires:	06/11/2026

Special Qualifications	Qualification Effective

Broward County Board of Rules & Appeals

Broward County
Board of Rules & Appeals

Hereby certifies
Howard Duncanson Jr.
is competent as
Provisional Structural Inspector
License Numbers: Building Official, please see reverse side.
CGC1532621 PBI2792

Authorized Signature: Expiration Date: 6/11/2026

Daniel Conkie

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	CONKIE, DANIEL WALTER (Primary Name)
Main Address:	"Private Address" "Private Address" "Private Address" "Private Address" "Private Address"

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN6762
Status:	Current,Active
Licensure Date:	11/23/2015
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Electrical Inspector	11/23/2015

Licensee Information

Name:	CONKIE, DANIEL WALTER (Primary Name)
Main Address:	"Private Address" "Private Address" "Private Address" "Private Address" "Private Address"

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX4018
Status:	Current,Active
Licensure Date:	12/29/2017
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Electrical	12/29/2017

Daniel Conkie

Broward County
https://dpepp.broward.org/BCS/Default.aspx?PossePresentation=SearchForContractorLicense

Contractor License

License Information

Expiration Date:	08/31/2026
CC Number:	94-CME-1463-X
License Issued:	09/11/2006
License Category:	Master Electrician Contractor
License Status:	Licensed

Contractor Information

Contractor Name:	CONKIE, DANIEL W.
Email Address:	danielconkie@yahoo.com
Contracting Firm:	
Contracting Firm Phone:	(954) 784-9040
Contracting Firm Address:	105 SE 7 ST SUITE 8
	DEERFIELD BEACH, FL 33442-

Temporary License

Temporary License	☐
Expiration Date:	

Restrictions

Restrictions:

Daniel Conkie

Broward County Board of Rules & Appeals


Broward County
Board of Rules & Appeals

Hereby certifies
Daniel Conkie
is competent as
Chief Electrical Inspector
For Lighthouse Point in accordance with the provisions in
Florida Building Code & Broward County Administrative Code.
94-CME-1463-X PX4018 BN6762
Authorized Signature:
Expiration Date: 12/31/2025


Broward County
Board of Rules & Appeals

Hereby certifies
Daniel Conkie
is competent as
Electrical Plans Examiner/Inspector
License Numbers: Building Official, please see reverse side.
94-CME-1463-X PX4018 BN6762
Authorized Signature:
Expiration Date: 12/31/2025

Robert Thoner

International Code Council

https://www.iccsafe.org/search-for-certified-professionals/

Certified Certified Person	City	State
ROBERT THONER	DEERFIELD BEACH	FL

Certificates
Commercial Electrical Inspector (expires 01/20/2026)

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	THONER, ROBERT E JR (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN8686
Status:	Current,Active
Licensure Date:	01/23/2023
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Electrical Inspector	01/23/2023

Robert Thoner

Broward County
https://dpepp.broward.org/BCS/Default.aspx?PossePresentation=SearchForContractorLicense

Contractor License

License Information

Expiration Date:	08/31/2019
CC Number:	87-CME-1113-X
License Issued:	09/07/2005
License Category:	Master Electrician Contractor
License Status:	Licensed

Contractor Information

Contractor Name:	THONER, JR., ROBERT E.
Email Address:	TBOBZELECT@AOL.COM
Contracting Firm:	
Contracting Firm Phone:	(954) 567-3240
Contracting Firm Address:	4047 NE 10 AVE
	OAKLAND PARK, FL 33334-

Temporary License

Temporary License	☐
Expiration Date:	

Restrictions

Restrictions:

Robert Thoner

Broward County Board of Rules & Appeals



Dave Deso

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	DESO, DAVID STANLEY JR (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN4104
Status:	Current,Active
Licensure Date:	06/21/2001
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Mechanical	11/21/2006
Continuing Education Exemption	06/27/2024

Dave Deso

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	DESO, DAVID STANLEY JR (Primary Name)
Main Address:	"Private Address" "Private Address" "Private Address" "Private Address" "Private Address"
License Location:	"Private Address" "Private Address" "Private Address" "Private Address" "Private Address"

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX1997
Status:	Current,Active
Licensure Date:	12/18/2001
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Mechanical	
Continuing Education Exemption	06/27/2024

Florida Stormwater, Erosion, and Sedimentation Control Inspector Program

https://www.fsesci.com/verify/

First Name	Middle Initial	Last Name	Inspector Number	Valid Since
David		Deso	44892	Oct. 17, 2019

Dave Deso

Broward County Board of Rules & Appeals


Broward County
Board of Rules & Appeals

Hereby certifies
David Stanley Deso, Jr.
is competent as
Chief Mechanical Inspector
For Pembroke Pines in accordance with the provisions in Florida Building Code & Broward County Administrative Code.
CMC1249608 CAC054687 PX1997 BN4104
Authorized Signature:
Expiration Date: 12/31/2025


Broward County
Board of Rules & Appeals

Hereby certifies
David Stanley Deso, Jr.
is competent as
Mechanical Plans Examiner/Inspector
License Numbers: Building Official, please see reverse side.
CMC1249608 CAC054687 PX1997 BN4104
Authorized Signature:
Expiration Date: 12/31/2025

Joseph Switalski

International Code Council

https://www.iccsafe.org/search-for-certified-professionals/

Certified Certified Person	City	State
Joseph Switalski	PLANTATION	FL

Certificates
Mechanical Plans Examiner (expires 08/19/2026)
Commercial Mechanical Inspector (expires 08/19/2026)

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	SWITALSKI, JOSEPH DAVID (Primary Name)
Main Address:	"Private Address" "Private Address" "Private Address" "Private Address" "Private Address"

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX4241
Status:	Current,Active
Licensure Date:	04/02/2019
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Mechanical	04/02/2019

Joseph Switalski

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	SWITALSKI, JOSEPH DAVID (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN6839
Status:	Current,Active
Licensure Date:	04/12/2016
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Mechanical	04/12/2016

Broward County Board of Rules & Appeals


Broward County
Board of Rules & Appeals

Hereby certifies
Joseph D. Switalski
is competent as
Chief Mechanical Inspector
For Lighthouse Point in accordance with the provisions in Florida Building Code & Broward County Administrative Code.
CAC032391 PX4241 BN6839

Authorized Signature

Expiration Date: 12/31/2025


Broward County
Board of Rules & Appeals

Hereby certifies
Joseph D. Switalski
is competent as
Mechanical Plans Examiner/Inspector
License Numbers: Building Official, please see reverse side.
CAC032391 PX4241 BN6839

Authorized Signature:

Expiration Date 12/31/2025

Randy Kirkegaard

International Code Council

https://www.iccsafe.org/search-for-certified-professionals/

Certified Certified Person	City	State
Randy Kirkegaard	NIA	NIA

Certificates
Commercial Mechanical Inspector (expires 04/09/2027)

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	KIRKEGAARD, RANDY SCOTT (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN9079
Status:	Current,Active
Licensure Date:	04/11/2024
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Mechanical	04/11/2024

Broward County Board of Rules & Appeals

Broward County
Board of Rules & Appeals

Hereby certifies
Randy S. Kirkegaard
is competent as
Mechanical Inspector
License Numbers: Building Official, please see reverse side.
23-CMU-22774-X BN9079

Authorized Signature:
Expiration Date: 12/31/2025

Randy Kirkegaard

Broward County
https://dpepp.broward.org/BCS/Default.aspx?PossePresentation=SearchForContractorLicense

Contractor License

License Information

Expiration Date:	08/31/2026
CC Number:	23-CMU-22774-X
License Issued:	10/05/2023
License Category:	Class A Air Conditioning Contractor
License Status:	Licensed

Contractor Information

Contractor Name:	KIRKEGAARD, RANDY S.
Email Address:	BIRDOFPREY124@YAHOO.COM
Contracting Firm:	
Contracting Firm Phone:	
Contracting Firm Address:	

Temporary License

Temporary License	☐
Expiration Date:	

Restrictions

Restrictions:

Gregorio Diaz

Florida Department of Business & Professional Regulation
https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	DIAZ, GREGORIO (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	650 SW 100 TERR PEMBROKE PINES FL 33025
County:	BROWARD

License Information

License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU1885
Status:	Current,Active
Licensure Date:	05/20/2015
Expires:	11/30/2025

Name:	DIAZ, GREGORIO (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	650 SW 100 TERR PEMBROKE PINES FL 33025
County:	BROWARD

License Information

License Type:	Home Inspector
Rank:	Home Insp
License Number:	HI2781
Status:	Current,Active
Licensure Date:	03/08/2011
Expires:	07/31/2026

Special Qualifications	Qualification Effective
Continuing Education Exemption	06/27/2024

Gregorio Diaz

Florida Department of Business & Professional Regulation
https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	DIAZ, GREGORIO (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	650 SW 100 TERR PEMBROKE PINES FL 33025
County:	BROWARD
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX1271
Status:	Current,Active
Licensure Date:	07/01/1997
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Plumbing	
Continuing Education Exemption	06/27/2024

Gregorio Diaz

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	DIAZ, GREGORIO (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	650 SW 100 TERR PEMBROKE PINES FL 33025
County:	BROWARD
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN149
Status:	Current,Active
Licensure Date:	03/14/1994
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Plumbing	
Continuing Education Exemption	06/27/2024

Gregorio Diaz

Broward County Board of Rules & Appeals


Broward County
Board of Rules & Appeals

Hereby certifies
Gregorio Diaz
is competent as
Chief Plumbing Inspector
For Pembroke Pines in accordance with the provisions in Florida Building Code & Broward County Administrative Code.
CFC1425674 BU1885 PX1271 BN149
Authorized Signature
Expiration Date: 12/31/2025


Broward County
Board of Rules & Appeals

Hereby certifies
Gregorio Diaz
is competent as
Plumbing Plans Examiner/Inspector
License Numbers: Building Official, please see reverse side.
CFC1425674 BU1885 PX1271 BN149
Authorized Signature:
Expiration Date: 12/31/2025

Timothy Rourke

International Code Council

https://www.iccsafe.org/search-for-certified-professionals/

Certified Certified Person	City	State
Tim Rourke	Davie	FL

Certificates
Commercial Plumbing Inspector (expires 03/04/2027)

Florida Department of Business & Professional Regulation

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

Licensee Information

Name:	ROURKE, TIMOTHY J (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN9043
Status:	Current,Active
Licensure Date:	03/06/2024
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Plumbing	03/06/2024

Timothy Rourke

Broward County Board of Rules & Appeals


Broward County
Board of Rules & Appeals

Hereby certifies
Timothy J. Rourke
is competent as
Plumbing Inspector
License Numbers: Building Official, please see reverse side.
CFC044961 CTQB199412378 BN9043

Authorized Signature: Expiration Date: 12/31/2025

Michael Brown

International Code Council
https://www.iccsafe.org/search-for-certified-professionals/



ICC INTERNATIONAL CODE COUNCIL

INTERNATIONAL CODE COUNCIL

MICHAEL T BROWN

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:

Permit Technician

Given this day September 4, 2024

Certificate No. 10311249

Stuart Tom, P.E., CBO, FIAE
President, Board of Directors

Dominic Sims, CBO
Chief Executive Officer

INTERNATIONAL CODE COUNCIL INC. CERTIFIED

This certificate is the property of ICC and must be returned to ICC in the event of suspension or revocation of the certificate.

CITY OF WEST PALM BEACH

DEPARTMENT OF DEVELOPMENT SERVICES

WEST PALM BEACH
Development Services

Attached is your 2023-2024 Business Receipt evidencing payment of fees for your Local Business Tax; Certificate of Use (if applicable); Sidewalk Café Permit (if applicable); and/or Extended Hours Alcohol Permit (if applicable).

Business Tax Receipt: This document, based on the business category codes listed below, is your Business Tax Receipt. THIS BUSINESS TAX RECEIPT MUST BE DISPLAYED ON THE PREMISES IN A PLACE WHERE IT MAY BE SEEN AT ALL TIMES (Sec. 82-160 City Code).

Certificate of Use: A certificate of use may be suspended or revoked in accordance with Sec. 22-39 of the City Code.

Sidewalk Café Permit: A sidewalk café permit requires compliance with the conditions in Secs. 78-345 and 78-347 of the City Code. A sidewalk café permit may be suspended or revoked pursuant to Sec. 78-348 of the City Code.

Extended Hours Alcohol Permit: An extended hours alcohol permit requires compliance with the conditions in Sec. 6-8 of the City Code and may be suspended or revoked as provided in said section.

FOR INFORMATION CALL (561) 805-6700 EMAIL businesstax@wpb.org HOURS 8:00 AM - 5:00 PM — MONDAY - FRIDAY

INSTRUCTIONS: PLEASE POST IN A CONSPICUOUS PLACE AT YOUR PLACE OF BUSINESS.

WEST PALM BEACH
Development Services

CITY OF WEST PALM BEACH

2023 to 2024 BUSINESS RECEIPT

NOT TRANSFERABLE

CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL. 33402

0000047183
CALVIN GIORDANO & ASSOCIATES INC
580 VILLAGE BLVD # 325

ENGINEERING OFFICE

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
89262	541330	ENGINEERING SERVICES OFFICE	86.81

EXPIRES SEPTEMBER 30, 2024

TOTAL➡ 86.81

** PAID 86.81 ** BAL ** 0.00

THIS DOCUMENT NOT VALID UNTIL FUNDS ARE COLLECTED

CITY OF WEST PALM BEACH
BUSINESS TAX DEPT.
P.O. BOX 3147
WEST PALM BEACH, FL. 33402

IMPORTANT! 2023 to 2024 BUSINESS RECEIPT ENCLOSED

CALVIN GIORDANO & ASSOCIATES INC
580 VILLAGE BLVD # 325
WEST PALM BEACH
FL
33409

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Receipt #: 315-316

Business Name: CALVIN GIORDANO & ASSOCIATES INC **Business Type:** ENGINEER (ENGINEER SURVEYOR OFFICE CORP)

Owner Name: DENNIS GIORDANO
Business Location: 1800 ELLER DR 600
FT LAUDERDALE
Business Phone: 954-921-7781

Business Opened: 09/07/1999
State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		183		

For Vending Business Only

Number of Machines: **Vending Type:**

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	0.00	0.00	0.00	45.00

Receipt Fee 45.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

CALVIN GIORDANO & ASSOCIATES INC
1800 ELLER DR 600
FORT LAUDERDALE, FL 33316

Receipt #WWW-23-00264066
Paid 07/02/2024 45.00

2024 - 2025

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

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Business Phone: 954-921-7781

Business Opened: 09/07/1999
State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		183		

Signature

For Vending Business Only

Number of Machines: **Vending Type:**

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
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CITY OF WEST PALM BEACH

DEPARTMENT OF DEVELOPMENT SERVICES

WEST PALM BEACH
Development Services

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FOR INFORMATION CALL (561) 805-6700 EMAIL businesstax@wpb.org HOURS 8:00 AM - 5:00 PM — MONDAY - FRIDAY

INSTRUCTIONS: PLEASE POST IN A CONSPICUOUS PLACE AT YOUR PLACE OF BUSINESS.

WEST PALM BEACH
Development Services

CITY OF WEST PALM BEACH

2023 to 2024 BUSINESS RECEIPT

NOT TRANSFERABLE

CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL. 33402

0000047183
CALVIN GIORDANO & ASSOCIATES INC
580 VILLAGE BLVD # 325

ENGINEERING OFFICE

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
89262	541330	ENGINEERING SERVICES OFFICE	86.81

EXPIRES SEPTEMBER 30, 2024

TOTAL➡ 86.81

** PAID 86.81 ** BAL ** 0.00

THIS DOCUMENT NOT VALID UNTIL FUNDS ARE COLLECTED

CITY OF WEST PALM BEACH
BUSINESS TAX DEPT.
P.O. BOX 3147
WEST PALM BEACH, FL. 33402

IMPORTANT! 2023 to 2024 BUSINESS RECEIPT ENCLOSED

CALVIN GIORDANO & ASSOCIATES INC
580 VILLAGE BLVD # 325
WEST PALM BEACH
FL
33409

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Calvin, Giordano & Associates, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1800 Eller Drive, Suite 600

Requester's name and address (optional)

6 City, state, and ZIP code

Fort Lauderdale, FL 33316

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

6	5	–	0	0	1	3	8	6	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Jesus Cruz Date ▶ 2/12/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

REQUEST FOR PROPOSALS (RFP)

PROFESSIONAL SERVICES AGREEMENT FOR SUPPLEMENTAL BUILDING INSPECTIONS AND PLAN REVIEW SERVICES (CONSULTANT)

RFP No. BD25-014R

PUBLISH DATE:	ALL QUESTIONS DUE:
November 1, 2024	November 14, 2024 by 5:00 PM
NON-MANDATORY PRE-PROPOSAL CONFERENCE:	**PROPOSAL DUE AND OPENING DATE:**
November 8, 2024 at 10:00 AM **Location:** CITY OF BOYNTON BEACH ROOM 115 100 E. OCEAN AVENUE BOYNTON BEACH, FL 33435	November 26, 2024 at 3:00 PM **Where to Deliver Proposal** Boynton-beach.bidsandtenders.net

BIDS AND TENDERS ONLINE SUBMISSION ONLY

Advertisement Date: November 5, 2024
For Building Department

REQUEST FOR PROPOSALS
PROFESSIONAL SERVICES AGREEMENT FOR SUPPLEMENTAL BUILDING INSPECTIONS AND PLAN REVIEW SERVICES
TABLE OF CONTENTS

NOTICE TO PROPOSERS 1
SECTION I – INSTRUCTION TO PROPOSERS – SUBMISSION REQUIREMENTS 3
1.0 DEFINITIONS 3
"Addenda" 3
"Agreement" 3
"City" or "Owner" 3
"Contract Administrator" 3
"Contract Documents" 3
"Consultant" 3
Effective Date of the Agreement 3
"Evaluation Committee" 3
"Interested parties" 3
"Notice to Proceed" 3
"Online e-procurement system" or "e-procurement system" 3
"Procurement Services" 4
"Proposer/Offeror/Responder" 4
"Request for Proposals (RFP)" 4
"Sub-Consultant" 4
"Responsible Proposer" 4
"Responsive Proposer" 4
"Written Amendment" 4
"Unit Price or Hourly Wage Work" 4
"Task Order, Work Order, Project, Services, or Program" 4
1.1 DEPARTMENTS WITHIN THE CITY OF BOYNTON BEACH 5
1.2 TYPES OF SOLICITATIONS PROVIDED BY THE CITY 5
1.3 ONLINE E-PROCUREMENT SYSTEM – (bids&tenders) 5
1.4 EXAMINATION OF CONTRACT DOCUMENTS 5
1.5 ELIGIBILITY OF PROPOSER 6
1.6 QUALIFICATIONS OF PROPOSERS 6
1.7 PRE-PROPOSAL CONFERENCE 6
1.8 QUESTIONS AND ADDENDA ON THIS SOLICITATION 6
1.9 MISTAKES WITHIN RFP 7
1.10 SUBMISSION OF THE PROPOSAL 7
1.11 SOLICITATION FORMS 7
1.12 EXECUTION OF SOLICITATION DOCUMENTS 8
1.13 CAUSES FOR REJECTION 8
1.14 REJECTION OF PROPOSALS 8
1.15 WITHDRAWAL OF PROPOSALS 8

1.16 NO SUBMITTAL 8
1.17 SOLICITATION DEADLINE 8
1.18 RIGHTS OF THE CITY FOR THIS REQUEST FOR PROPOSALS (RFP) 8
1.19 PROTEST PROCEDURE 9
1.20 MINIMUM STANDARDS REQUIRED BY THE CITY 9
1.21 DISQUALIFICATION OF PROPOSER 9
1.22 INFORMATION AND DESCRIPTIVE LITERATURE 10
1.23 INTERPRETATIONS 10
1.24 CERTIFICATIONS, LICENSE, AND PERMITS 10
1.25 SUB-CONSULTING 10
1.26 ESCALATOR CLAUSE 11
1.27 EXCEPTIONS BY PROPOSER 11
1.28 TRADE SECRET 11
1.29 ANTI-KICKBACK AFFIDAVIT 11
1.30 CONFLICT OF INTEREST / GIFT POLICY 11
1.31 GIFT POLICY 12
1.32 CONFIRMATION OF MINORITY-OWNED BUSINESS 12
1.33 LOCAL BUSINESS PREFERENCE 12
1.34 AWARD OF AGREEMENT 13
1.35 SIGNING OF AGREEMENT 13
SECTION II – SCOPE OF WORK (SERVICES) – TERM CONTRACT 14
2.1 BACKGROUND 14
2.2 SCOPE OF SERVICES / GOAL 14
2.3 TERM OF CONTRACT 14
2.4 STAFFING 14
2.5 QUALIFICATIONS OF PERSONNEL/FIRM 14
2.6 RESPONSIBILITIES 15
2.7 SELECTION AND ASSIGNMENT OF PERSONNEL 16
2.8 EQUIPMENT 17
2.9 FACILITIES 17
2.10 GENERAL 17
2.11 TIME SCHEDULE AND TIME FRAMES: 17
SECTION III – SUBMISSION OF PROPOSALS 18
3.1 GENERAL REQUIREMENTS 18
3.2 CERTIFICATION AND LICENSES 18
3.3 DETAILED PROPOSAL 18
A. Letter of Interest – To be completed online 18
B. Firm's Qualifications – To be completed online 18
C. Qualifications of Project Team and availability of specialty resources. – To be attached online 18
D. Current and Projected Workload of the Proposer (by office local, if applicable): - To be completed online 19
E. References – Past Performance – To be completed online 19
F. Submittal of General Information and Procurement Forms and Documents 19

G. Price Proposal Sheet is a separate document where proposers will input prices within the system 20
SECTION IV – EVALUATION OF PROPOSALS 21
4.1 EVALUATION METHOD AND CRITERIA 21
A. Methodology 22
4.2 CITY'S RIGHT TO USE BEST-VALUE SCORING 23
4.3 BEST AND FINAL OFFER 23
4.4 SELECTION PROCESS 23
SECTION V – STANDARD GENERAL TERMS AND PROVISIONS 25
5.1 FAMILIARITY AND COMPLIANCE WITH LAWS, CODES AND REGULATIONS: 25
5.2 NON-COLLUSION 25
5.3 LEGAL CONDITIONS 25
5.4 CONFLICT OF INTEREST 25
5.5 ADDITIONAL HOURS QUANTITIES 25
5.6 DISPUTES 25
5.7 LEGAL REQUIREMENTS: 25
5.8 ON PUBLIC ENTITY CRIMES 25
5.9 FEDERAL AND STATE TAX: 25
5.10 PURCHASE ORDER REQUIRED: 25
5.11 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: 26
5.12 PALM BEACH COUNTY INSPECTOR GENERAL: 26
5.13 OTHER AGENCIES 26
5.14 VENUE AND GOVERNING LAW: 26
5.15 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT 26
5.16 INDEPENDENT CONTRACTOR RELATIONSHIP: 26
5.17 OMISSION OF DETAILS 26
5.18 LOBBYING - CONE OF SILENCE: 27
5.19 LEGAL EXPENSES: 27
5.20 NO THIRD-PARTY BENEFICIARIES: 27
5.21 DIRECT OWNER PURCHASES: 27
5.22 SCRUTINIZED COMPANIES: 27
5.23 DISCRIMINATORY VENDOR LIST 27
5.24 NON-EXCLUSIVE 27
5.25 BUSINESS INFORMATION 27
5.26 AGREEMENT 28
5.27 ENDORSEMENTS 28
5.28 DRUG-FREE WORKPLACE 28
5.29 PROHIBITED TELECOMMUNICATIONS EQUIPMENT 28
5.30 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING 28
5.31 RIGHTS IN DATA 28
5.32 DOCUMENTATION OF COSTS 28
5.33 PUBLIC RECORDS 28
SECTION VI – SPECIAL CONDITIONS – TERM CONTRACT 30

6.1 ASSIGNMENT: 30
6.2 PERFORMANCE DURING EMERGENCY: 30
6.3 CPI PRICE ADJUSTMENT 30
6.4 AGREEMENT EXTENSION 31
6.5 INDEMNIFICATION 31
6.6 TERMINATION 31
A. DEFAULT AND TERMINATION FOR CAUSE: 31
B. TERMINATION FOR CONVENIENCE OF CITY 32
C. REMEDIES: 32
D. FUNDING OUT 32
6.7 PERFORMANCE OF CONSULTANT 32
6.8 INSURANCE REQUIREMENTS 32
6.9 FORCE MAJEURE 33
6.10 INSPECTION AND ACCEPTANCE OF WORK PRODUCED 33
6.11 PERFORMANCE EVALUATION: 33
6.12 SUCCESSORS AND ASSIGNS: 34
PRICE PROPOSAL FORM 35
FEMA REQUIRED CONTRACT TERMS 52
B. **In the event of a conflict between the FEMA Requirements listed in this section and other provisions of the Contract, the FEMA Requirements will govern and prevail. Only FEMA provisions applicable to the Contract shall apply.** 52
I. **Equal Employment Opportunity**. 53
J. **Civil Rights**. 54
K. **Davis Bacon Act and Copeland Anti-Kickback Act**. 54
L. **Contract Work Hours and Safety Standards Act**. 55
M. **Rights to Inventions Made Under a Contract or Agreement**. 56
N. **Clean Air Act and the Federal Water Pollution Control Act**. 56
P. **Procurement of Recovered Materials**. 58
Q. **Compliance with Federal Law. Regulations, and Executive Orders**. 58
S. **Immigration and Naturalization Act**. 58
T. **Indemnity of Funding Entities**. 58
U. **Performance and Payment Bonds**. 59
V. **Materials and Supplies**. 59
W. **Access to Records**. 59
X. **DHS Seal. Logo and Flags**. 59
To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Addendum in all subcontracts. 60
ATTACHMENT "A" 61
ATTACHMENT "B" 62

The City of Boynton Beach

Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

NOTICE TO PROPOSERS

REQUEST FOR PROPOSALS
FOR
PROFESSIONAL SERVICES AGREEMENT FOR SUPPLEMENTAL BUILDING INSPECTIONS AND PLAN REVIEW SERVICES

RFP No. BD25-014R

Electronic Requests for Proposals (RFPs) shall be received by the e-procurement system up until **November 26, 2024; No Later Than 3:00 P.M. (Local Time);** unless specified otherwise and may not be withdrawn within (90) days after such date and time.

All RFPs received will be publicly opened and acknowledged of receipt by the City's e-procurement system electronically. The e-procurement system does not permit RFPs received after the assigned date and time. For the above reasons, it is recommended that the proposer(s) allow sufficient time to complete your online Submission and to resolve any issues that may arise.

ATTENTION, ALL INTERESTED RESPONDENTS:

To obtain documents online, please visit Boynton-beach.bidsandtenders.net. Documents are not provided in any other manner.

SCOPE OF SERVICES:

The City of Boynton Beach "City" Building Division is requesting sealed proposals from qualified and experienced firms to provide supplemental services to cover staffing on an as-needed basis for building, electrical, mechanical, and/or plumbing inspection and plan review services in accordance with the requirements of Florida Statutes 468, Part XII "Building Code Administrators and Inspectors" Business Inspector, and Application Technician on an as-needed basis.

The City intends to award a contract with an initial term of **Three (3) Years with One (1) Two-Year Renewal period.**

The City reserves the right to award to more than one firm. The firm(s) shall act as an independent contractor and not as an employee of the City.

Questions related to this RFP are to be submitted to the Purchasing representative through the e-procurement system only by clicking on the "Submit a Question" button for this specific Solicitation.

PRE-PROPOSAL CONFERENCE:

A **NON-MANDATORY** Pre-Proposal Conference & Site Visit is scheduled for **November 8, 2024, at 10:00 AM**. to be held at City of Boynton Beach City Hall Room 115, 100 East Ocean Avenue, Boynton Beach, Florida 33435.

The purpose of this meeting is to provide a forum for all concerned parties to discuss the proposed term contract, answer questions on the solicitation document, review the qualifications requested, provide instructions for submitting proposals, and discuss other relevant issues.

In the event that any discussions or questions at the pre-proposal meeting require, in the City's opinion, official additions, deletions, or clarifications of the solicitation or any other document, the City will issue an addendum to this Request for Proposals, as the City determines is appropriate.

No oral representation or discussion taking place at the pre-proposal meeting will be binding or may be relied upon by any person or entity. All questions prior to the pre-proposal meeting should be submitted in writing through the City's e-procurement system by the deadline for questions.

The firm's proposal will be rejected if the proposer does not attend the pre-proposal conference & site visit.

LOBBYING / CONE OF SILENCE:

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation as of the deadline to submit the proposal, bid, or other response and shall remain in effect until the City Commission awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of the City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract that violates the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

PUBLIC RECORDS DISCLOSURE:

Pursuant to Florida Statutes §119.071, sealed Bids, Proposal or Responses received by the City in response to a Request for Proposal, Request for Qualification or Invitation to Bid are exempt from public records disclosure requirements until thirty (30) days after the opening of the Proposals/Bids unless the City announces intent to award sooner. If the City rejects all Responses submitted in accordance with a Request for Proposal/Qualification or Invitation to Bid, and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Responses remain exempt from public disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A Bid, Proposal, Response, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all Bids, Proposals, or replies.

CITY OF BOYNTON BEACH

PROFESSIONAL SERVICES AGREEMENT FOR SUPPLEMENTAL BUILDING INSPECTIONS AND PLAN REVIEW SERVICES
RFP No.: BD25-014R

SECTION I – INSTRUCTION TO PROPOSERS – SUBMISSION REQUIREMENTS

Procurement Definition: A Request for Proposal (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to the award of a contract. The consultant's qualifications, experience, and price will be factors in the evaluation.

Proposals will be evaluated by an evaluation committee based on the criteria set forth in SECTION IV.

1.0 DEFINITIONS

Whenever the following terms appear in the Proposal, the intent and meaning shall be interpreted as follows:

"Addenda"
Written or graphic instruments issued before opening Solicitations that clarify, correct, or change the solicitation requirements or the contract document.

"Agreement"
The written agreement between the City and the Consultant covering the scope of work to be performed, including other Contract Documents attached to the Agreement and made a part thereof. The words "Agreement" and "Contract" are used interchangeably.

"City" or "Owner"
The City of Boynton Beach, Florida, a municipal corporation of the State of Florida

"Contract Administrator"
The Department's Director or some other employee expressly designated as Contract Administrator in writing by the Director, who is the representative of the City concerning the Contract Documents.

"Contract Documents"
The contract documents consist of this Agreement, conditions of the contract (General, Supplementary, and other Conditions), of this Solicitation, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, Bonds and any additional modifications and supplements, Change Orders and Work directive changes issued on or after the effective date of the Contract. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

"Consultant"
The individual or firm who successfully receives the award for work to be completed as defined by this solicitation. Also referred to as Successful Proposer.

Effective Date of the Agreement
The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

"Evaluation Committee"
City Staff and /or outside consultants or subject matter experts who are assigned to evaluate the submitted proposals.

"Interested parties"
Firms or proposers interested in the solicitation and plan to eventually become proposers.

"Notice to Proceed"
A written notice given by the City to the Consultant fixing the date on which the Contract Time will commence to run and on which the Consultant shall start to perform the Consultant's obligations under the Contract Documents. Such Notice is to be issued by the project Contract Administrator.

"Online e-procurement system" or "e-procurement system"
The City of Boynton Beach's solicitation management system is "bids&tenders."

"Procurement Services"
The Procurement Division - Department of Finance of the City of Boynton Beach.

"Proposer/Offeror/Responder"
Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this solicitation, the terms "Offeror" and "Proposer" are used interchangeably and have the same meaning.

"Request for Proposals (RFP)"
A method of procurement permitting discussions with responsible offerors and revisions to proposals prior to the award of a contract.

"Sub-Consultant"
Any person, firm, entity, or organization, other than the employees of the Consultant, who contracts with the Consultant to furnish labor, or labor and materials, in connection with the work or services to the City, whether directly or indirectly, on behalf of the Consultant.

"Responsible Proposer"
This means a person or firm capable of fully performing the requirements in the RFP and agreement and having the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit to ensure good faith performance.

"Responsive Proposer"
This means a Person or firm who has submitted a Proposal that conforms in all material respects to the requirements outlined in this RFP.

"Written Amendment"
A written amendment of the Contract Documents, signed by the City and the Consultant on or after the Effective Date of the Agreement and typically dealing with non-technical aspects rather than strictly work-related aspects of the Contract Documents.

"Unit Price or Hourly Wage Work"
Work to be paid for based on unit prices outlined within the RFP.

"Task Order, Work Order, Project, Services, or Program"
All matters that will be required to be done by the Consultant in accordance with the Scope of Work, Terms and Conditions and Special Provisions of this RFP.

The following instructions are given to guide Proposers inadequately preparing their response. These directions have equal force and weight with the specifications, and strict compliance is required with all provisions.

1.1 DEPARTMENTS WITHIN THE CITY OF BOYNTON BEACH

Anytime the City releases a new solicitation, it will contain a prefix of one of the following types:

AC = Arts and Culture
BD = Building Department
CC = City Clerk
CW = Citywide
CS = Community Standards
DS = Development Services
FIN = Financial Services
FR = Fire Rescue
GO = Golf
HR = Human Resources
ITS = Information Technology Solutions
LIB = Library
PLDEV = Planning and Development
PUBA = Public Affairs
PW = Public Works
PWE = Public Works Engineering
PD = Police Department
RP = Recreations and Parks
UTL = Utilities

This prefix will denote the department responsible for initiating the solicitation request.

1.2 TYPES OF SOLICITATIONS PROVIDED BY THE CITY

Anytime the City releases a new solicitation, it will contain a suffix of one of the following types:

B = Invitation for Bid (ITB)
R = Request for Proposal (RFP)
L = Letter of interest (LOI)
Q = Request for Qualifications (RFQ)
RQ = Request for Quote (RFQ)

This suffix will determine what type of solicitation the City will be procuring.

The City reserves the right to add any additional solicitation types at any time.

1.3 ONLINE E-PROCUREMENT SYSTEM – (bids&tenders)

A. The City of Boynton Beach utilizes an electronic online e-procurement system service to notify and distribute its solicitation documents; please visit Boynton-beach.bidsandtenders.net.
B. To obtain documents online, please visit Boynton-beach.bidsandtenders.net.
C. Before registering for the opportunity, you may preview the solicitation documents with a Preview Watermark. Documents are not provided in any other manner.
D. Proposers are cautioned that the timing of their Submittal submission is based on when the Submittal is RECEIVED by the e-procurement System, not when a Submittal is submitted, as the Submittal transmission can be delayed due to file transfer size, transmission speed, etc.
E. For the above reasons, sufficient time is recommended to complete your RFP Submission and resolve any issues that may arise. The online e-procurement system's web clock shall determine the closing time and date.
F. Proposers should contact bids&tenders support listed below at least twenty-four (24) hours prior to the closing time and date if they encounter any problems.
G. The e-procurement system will send a confirmation email to the Proposer advising that their submittal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.net.

1.4 EXAMINATION OF CONTRACT DOCUMENTS

A. Before submitting a Proposal, each Offeror must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or

performance of the work; must consider federal, state, grant requirements (if Applicable) and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Offeror's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Procurement Officer of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

B. The Offeror, by and through the submission of a Proposal, agrees that it shall be held responsible for having examined the facilities and equipment (if applicable), is familiar with the nature and extent of the work and any local conditions that may affect it, and is familiar with the equipment, materials, parts, and labor required to perform the work successfully.

1.5 ELIGIBILITY OF PROPOSER

To be eligible to respond to participate in this RFP, the proposing firm or principals must demonstrate that they, or the principals assigned to the contract, have successfully provided services similar magnitude as those specified in SECTION II. SCOPE OF WORK (SERVICES) of this solicitation to at least one city similar in size and complexity to the City of Boynton Beach or can demonstrate they have the experience with large-scale private sector clients and the managerial and financial ability to perform the services successfully.

1.6 QUALIFICATIONS OF PROPOSERS

A. No e-submission will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Boynton Beach upon any debt or contract or who has defaulted, as surety or otherwise, upon any obligations to the City, or who has been deemed irresponsible or unreliable to the City.

B. The City is not required to award any jobs to a Consultant based solely on their lowest e-submission price.

C. Awards will be based on past performance and quality of work in addition to the Consultant's RFP response.

D. If selected for a contract, all Consultants must perform to the satisfaction of the City before being considered for award of additional contracts.

E. Consultants whose performance is unsatisfactory shall be subject to debarment or suspension.

1.7 PRE-PROPOSAL CONFERENCE

The City may hold a pre-proposal conference for this project. The information regarding such a meeting will be noted on the 1st page of this document.

1.8 QUESTIONS AND ADDENDA ON THIS SOLICITATION

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 Proposers through the City's e-Procurement system Boynton-beach.bidsandtenders.net, it is the responsibility of each Proposer to have received ALL addenda issued.

Proposers should check online at Boynton-beach.bidsandtenders.net before submitting their proposal and until the proposal closing time and date in the event, to ensure no additional addenda are issued.

If a Proposer submits their proposal before the solicitation closing time and date and an addendum has been issued, the e-procurement system shall WITHDRAW the proposal.

The submittal status will change to an INCOMPLETE STATUS, and the Proposal will be withdrawn. The Proposer can view this status change in the "MY BIDS" section of the e-procurement system.

A. The Proposer is solely responsible for creating any required adjustments to their Proposal, acknowledging the addenda, and ensuring the re-submitted Proposal is RECEIVED by the e-procurement System no later than the stated Proposal closing time and date.

B. The Proposer is responsible for submitting written questions or requesting clarification for items included in this solicitation through bids&tenders.
C. Any and all responses to questions or inquiries, interpretations, and supplemental instructions will be in the form of a written addenda, which, if issued, will be posted through bids&tenders.
D. No verbal interpretations may be relied upon.
E. Failure of any proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under a response as submitted. All addenda so issued shall become a part of the solicitation document.
F. Proposer shall acknowledge receipt of any addenda through the e-procurement system by checking a box for each addenda and any applicable attachment.
G. It is the Proposer's responsibility to have received all issued addenda. Proposers should check online at Boynton-beach.bidsandtenders.net prior to submitting their Submittal and up until the solicitation closing time and date in the event additional addenda are issued.
H. If any interested parties have received this RFP packet from a source other than bids&tenders directly and the Interested Party is not registered with bids&tenders, they must register with bids&tenders.
I. No negotiations, decisions, or actions shall be initiated by the Proposer as a result of any discussions with a City employee.
J. Only those communications in writing from the Purchasing Division may be considered a duly authorized expression. Also, only communications from proposers submitted through bids&tenders in writing will be recognized by the City as duly authorized expressions on behalf of the Proposer.
K. Late Submittal Responses are not permitted by the e-procurement system.
L. To ensure receipt of the latest information and updates via email regarding this solicitation, or if a Proposer has obtained this solicitation from a third party, the responsibility is on the Proposer to create an e-procurement system vendor account and register as a plan taker for the solicitation with bids&tenders.
M. All expenses for making submittal responses to the City are to be borne by the Proposer.

1.9 MISTAKES WITHIN RFP

Proposers are cautioned to examine all terms, conditions, specifications, scope of work, exhibits, addenda, delivery instructions, and special conditions pertaining to the solicitation. Failure to examine all pertinent documents shall not entitle the proposer to any relief from the conditions imposed in the Agreement and may lead to the rejection of a proposal.

1.10 SUBMISSION OF THE PROPOSAL

A. The City’s e-procurement solicitation system shall receive ELECTRONIC SOLICIAITON SUBMISSIONS ONLY.
B. **Hardcopy submissions are not permitted.**
C. Electronic Request for Proposals for this solicitation shall be received by the City’s e-procurement system no later than the time outlined on page #1 of this solicitation.
D. Late responses are not permitted by the e-procurement system. It shall be the sole responsibility of the Proposer to have their Request for Proposals submittal submitted online.
E. All proposals shall be submitted in English.
F. All prices, terms, and conditions proposed in the submitted response shall be expressed in U.S. Dollars and will be firm for acceptance for ONE HUNDRED TWENTY (120) calendar days after the closing of the RFP.

1.11 SOLICITATION FORMS

A. The Proposer will submit a response to the solicitation (RFP) on the proposal submission forms provided. All proposal submissions prices, amounts, and descriptive information must be entered into the e-procurement system bids&tenders.
B. The Proposer must state the price and the time of delivery for which they propose to deliver the equipment or service requested.

C. The Proposer must be licensed to do business as an individual, partnership, or corporation in the State of Florida.

D. All proposal submission forms should be executed and submitted for easy identification. Responses not submitted on proposal submission forms may be rejected.

E. All proposal submissions are subject to the conditions specified in this solicitation document. Submittals that do not comply with these conditions may be rejected.

1.12 EXECUTION OF SOLICITATION DOCUMENTS

Proposal submissions to this solicitation must contain a manual signature of an authorized representative in the space provided on all affidavits and proposal sheets.

1.13 CAUSES FOR REJECTION

No response will be canvassed, considered, or accepted which, in the opinion of the City's evaluation committee, is incomplete, informal, or unbalanced or contains inadequate documentation as required herein. Any alteration, erasure, interlineations, or failure to specify a response for all items called for in the schedule may render the proposal invalid.

1.14 REJECTION OF PROPOSALS

A. The City reserves the right to reject any proposal if the evidence submitted by the Proposer, or if the investigation of such Proposer, fails to satisfy the City that such Proposer is appropriately qualified to carry out the obligations and to complete the work contemplated.

B. Any or all proposals will be rejected if there is reason to believe that collusion exists among proposers. A proposal shall be considered irregular and may be rejected if it indicates serious omissions, alterations in form, additions not called for, conditions, unauthorized alternates, or irregularities of any kind.

C. The City reserves the right to reject any or all proposals, waive such technical errors, waive informalities or irregularities in any response received, re-advertise, or take any other actions as may be deemed best for the interests of the City.

1.15 WITHDRAWAL OF PROPOSALS

Any Responder may, without prejudice to themself, withdraw its response at any time prior to the expiration of the time during which responses may be submitted. Such withdrawal request must be in writing and signed in the same manner and by the same person who signed the response through bids&tenders. After the expiration period for receiving responses, no proposal can be withdrawn.

1.16 NO SUBMITTAL

A NO SUBMITTAL response can be submitted online through bids&tenders the e-procurement system.

1.17 SOLICITATION DEADLINE

The Proposer is responsible for ensuring that the proposal is submitted electronically by or at the proper time and date before the solicitation deadline. The e-procurement solicitation system does not permit late submission responses.

1.18 RIGHTS OF THE CITY FOR THIS REQUEST FOR PROPOSALS (RFP)

The City reserves the right to the following:

A. Reject any or all proposals.
B. Reject or cancel any or all proposals during the procurement process.
C. Reissue the solicitation.
D. Extend the RFP deadline time and date.
E. Procure any item by other means.
F. Increase or decrease the quantity specified in the Request for Proposals (RFP).
G. Consider and accept an alternate proposal as provided herein when most advantageous to the City.

H. Waive any defect, irregularity, or informality in any RFP procedure.

I. Waive as an informality technical error, minor deviations from specifications, defect, or accept a portion of any proposal deemed to be the most responsive, responsible Proposer(s) representing the most advantageous submission to the City.

J. In determining the "most advantageous proposal," price, quantifiable factors, and other factors are considered. Such factors include but are not limited to:
   a. Statement of Work
   b. Price Proposal
   c. Other factors contributing to the overall RFP outlined in SECTION IV – EVALUATION OF PROPOSALS.

K. Consideration may be given but is not necessarily limited to conformity to the specifications, including timely delivery; product warranty; a Proposer's proposed service; ability to supply and provide service; delivery to required schedules and past performances in other agreements with the City or other government entities.

1.19 PROTEST PROCEDURE

Protest procedures are provided in the City of Boynton Beach Purchasing Policy. Protests shall be submitted in writing, addressed to the Purchasing Director, via hand delivery, or mail, along with a protest cash bond in an amount equal to 5% of the submittal price or $5,000, whichever is less.

The bond will be refunded to a protester if the protest is upheld. The protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Division within the deadlines as follows:

A. If the protest relates to a Request for Proposal, must be received before the solicitation submittal deadline date.

B. If the protest relates to any other matter relating to the solicitation, including, but not limited to, the award of an Agreement, the protest must be received no later than **SEVEN (7)** regular business days after the date of notification of award by a member of the purchasing staff.

Failure to file a protest as outlined in the City of Boynton Beach's Purchasing Policy shall constitute a waiver of proceedings.

1.20 MINIMUM STANDARDS REQUIRED BY THE CITY

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

A. 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.

1.21 DISQUALIFICATION OF PROPOSER

More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. All proposals shall be rejected if there is reason to believe collusion exists between proposers.

Automatic disqualifiers are as follows:

A. Not being licensed to perform the required work by the Consultant.
B. Not being eligible to submit a proposal due to violations listed under "Public Entity Crimes."
C. Not completing all required forms outlined in Section III 3.4 F.

1.22 INFORMATION AND DESCRIPTIVE LITERATURE

The Proposer must furnish all information requested in the spaces provided on the proposal submission form. Further, as may be specified elsewhere, each Proposer may need to submit cuts, sketches, descriptive literature, and technical specifications covering the products or services offered for proposal evaluation. Reference to literature submitted with a previous submittal or on file with the City will not satisfy this provision.

1.23 INTERPRETATIONS

To ensure fair consideration for all Proposers, the City prohibits communication to or with any department, officer, or employee during the solicitation process as described in the Cone of Silence except as otherwise specified. If the Proposer should be in doubt as to the meaning of any of the solicitation documents or believes that the plans and/or specifications contain errors, contradictions, or reflect omissions, the Proposer shall direct questions to the Purchasing representative through the e-procurement solicitation system only by clicking on the "Submit a Question" button for this solicitation, no later than ten (10) days prior to the solicitation deadline.

1.24 CERTIFICATIONS, LICENSE, AND PERMITS

A. Unless otherwise directed by the City, the Proposer should provide a copy of all applicable certificates of Competency or Licenses issued by the State of Florida or the Palm Beach County Licensing Board in the name of the Proposer.

B. If applicable, the Proposer shall also maintain a current Local Business Tax Receipt (Occupational License) for the County and all permits required to complete the contractual service at no additional cost to the City.

C. A County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. It shall be the responsibility of the Consultant to obtain all certifications, licenses, and permits, if required, to complete the services at no additional cost to the City.

D. It is the responsibility of the Proposer to ensure all required certifications, licenses, and permits are maintained and are current throughout the term of the Agreement, inclusive of any renewals.

E. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors.

F. Failure to meet this requirement shall be considered a default of the Agreement.

1.25 SUB-CONSULTING

A. If a Proposer utilizes sub-consultants for any portion of the Agreement for any reason, the Proposer should state the name and address of the sub-consultant and the name of the person to be contacted on the online form within the e-procurement system under "Schedule of Sub-consultant."

B. The City of Boynton Beach reserves the right to accept or reject any or all proposals wherein a sub-consultant is named and to make the award to the Consultant, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City.

C. The City also reserves the right to reject a submission of any Proposer if the solicitation names a sub-consultant who has previously failed to perform an award properly or failed to deliver on-time contracts of a similar nature or who cannot perform correctly under this award.

D . The City reserves the right to inspect all facilities of any sub-consultant to determine the foregoing.

E. The sub-consultant will be equally responsible for meeting all requirements specified in this Request for Proposals (RFP).

F. Proposers are encouraged to seek participation from minority and women-owned business enterprises in subcontracting opportunities. The City reserves all rights to determine the foregoing.

1.26 ESCALATOR CLAUSE

Any proposal that is submitted subject to an escalator clause will be rejected.

1.27 EXCEPTIONS BY PROPOSER

A. Incorporation in a proposal of exceptions to any portion(s) of the Contract Documents may invalidate the proposal. Exceptions to the Scope of Work and/or Special Provisions shall be clearly and specifically noted in the submitted proposal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS,**" which shall be attached to the proposal.

B. Any exceptions taken to the terms and conditions of the solicitation or the City's Agreement shall be considered a part of the Proposer's solicitation response and will be considered by the City in its evaluation. Any exception not specifically stated is deemed waived. Submission of any exceptions does not denote acceptance by the City. Furthermore, taking exceptions to the City's terms and conditions may be viewed unfavorably by the City/evaluation committee and ultimately may impact the overall evaluation of a Proposer's submittal.

C. The use of the Proposer's standard forms or the inclusion of the manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract Documents.

1.28 TRADE SECRET

Any language contained in the Proposer's proposal purporting to require confidentiality of any portion of the Proposal, except to the extent that certain information is, in the City's opinion, a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City that the Proposer claims are Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's proposal constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.

1.29 ANTI-KICKBACK AFFIDAVIT

Each Proposer shall complete the Anti-Kickback Affidavit Form and shall submit this form with their Proposal. The City considers the failure of the Proposer to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

1.30 CONFLICT OF INTEREST / GIFT POLICY

The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in a manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. All Proposers shall disclose the name of any City employee or relative of a City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Proposer's firm or any of its branches.

A. CONFLICT OF INTEREST:

No employee, officer, or agent of the City may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent,

any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or may receive a tangible personal benefit from a proposer considered for a City contract.

In addition, the Proposer shall disclose to City in writing all federal criminal law violations involving fraud, bribery, or gratuity that potentially affect the award of this solicitation. Failure to make the required disclosures can result in withheld payments, award termination, suspension, or debarment of the proposer.

B. ORGANIZATIONAL CONFLICT OF INTEREST:

The Proposer shall not have activities or relationships (a) causing the Proposer to be unable, or potentially unable, to render impartial assistance or advice to the City; (b) impairing the Proposer's objectivity in performing the contract work; or (c) resulting in an unfair competitive advantage.

1.31 GIFT POLICY

No Proposer who is a party to, or receives a benefit from, this Agreement shall offer a gratuity, favor, or anything of monetary value to any officer, employee, or agent of the City. Further, no officer, employee, or agent of the City shall solicit or accept a gratuity, favor, or anything of monetary value from a Proposer who is a party to, or receives a benefit from, this Agreement.

1.32 CONFIRMATION OF MINORITY-OWNED BUSINESS

It is the desire of the City of Boynton Beach to increase the participation of minority-owned businesses in its contracting and procurement programs. While the City does not have any preference or set-aside programs in place, it is committed to a policy of equitable participation for these firms. Therefore, each Proposer shall complete the Confirmation of Minority-Owned Business Form and shall submit the form with its submission.

1.33 LOCAL BUSINESS PREFERENCE

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

“For all acquisitions made pursuant to Requests for Proposals, Requests for Qualifications, or Requests for Letters of Interest, the solicitation shall include a weighted criterion for Local Businesses of five percentage points (5%) of the total points in the evaluation criteria published in the solicitation. Local Preference shall not be applied when its application would result in an award that exceeds the otherwise lowest responsive, responsible proposer by 5% or $5,000 whichever is lower. For all acquisitions made pursuant to Requests for Proposals, Requests for Qualification, or Requests for Letters of Interest, where the solicitation includes a qualitative ranking rather than a quantitative selection, the evaluation criteria shall include a Local Business preference, as reasonably determined by the Purchasing Division, consistent with the intent of this Policy. Each such solicitation shall clearly define the application of the Local Business preference.”

Respondents must include the Local Business Status Certification Form with their RFP submissions to be considered for a local business preference.

Failure to submit this form at the time of RFP submittal will result in the Respondent being found ineligible for the local business preference for this solicitation and will receive zero (0) points for that criterion.

If the Respondent meets the requirements of a local business as defined by the preference, the proposal will be awarded the total 5 points allotted by each evaluation committee member. Firms not meeting the Preference requirements will receive zero points in this evaluation criterion.

1.34 AWARD OF AGREEMENT

A. Agreement(s) or purchase order(s) will be awarded by the City to the most qualified, responsive, responsible Proposer whose submission represents the most advantageous proposal to the City, the price of the proposal, and other factors considered.

B. Proposals will be evaluated based on the evaluation factors and standards set forth herein. The City reserves the right to reject all proposals and waive technical errors as set forth herein.

C. In the event of a court challenge to an award by any Proposer, damages, if any, resulting from an award shall be limited to actual proposal preparation costs incurred by the challenging Proposer. Each party shall be responsible for its own attorney's fees and costs.

D. In no case will the award be made until all necessary investigations have been made into the Proposer's responsibility and the City is satisfied that the most qualified, responsive, responsible Proposer is qualified to do the work and has the necessary organization, licenses, permits, capital, and equipment to carry out the required work within the time specified.

1.35 SIGNING OF AGREEMENT

An Award Letter will be presented to the Consultant. Within ten (10) calendar days after the award letter is issued, the Consultant should sign and deliver the Agreement to the City with the required bonds (if applicable) and insurance certificates. After receiving and approving such documents, the Agreement would be executed within thirty (30) calendar days. The City intends to deliver a fully signed and executed Agreement to the Consultant. At times, a purchase order will be issued in lieu of a formal agreement.

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PROFESSIONAL SERVICES AGREEMENT FOR SUPPLEMENTAL BUILDING INSPECTIONS AND PLAN REVIEW SERVICES RFP No: BD25-014R

SECTION II – SCOPE OF WORK (SERVICES) – TERM CONTRACT

2.1 BACKGROUND

The City of Boynton Beach Building Division is requesting sealed proposals from qualified and experienced firms to provide supplemental services to cover staffing on an as-needed basis for building, electrical, mechanical, and/or plumbing inspection and plan review services in accordance with the requirements of Florida Statutes 468, Part XII "Building Code Administrators and Inspectors", Business Inspector, and Application Technician on an as-needed basis.

The City reserves the right to award to more than one firm. The firm(s) shall act as independent Consultants and not as employees of the City.

2.2 SCOPE OF SERVICES / GOAL

In an effort to maintain good service and be responsive to its citizens, the Building Division desires to secure the services of a qualified firm to perform daily plan reviews for residential and commercial building applications, review Business Use Certificates for changes in occupancy requirements under the Florida Building Code, and inspection services (Business Use Certificate, generic inspections (A generic inspection is to verify work without permits or unsafe structure, a stop work order may be required to be issued for work w/o permits.), building, plumbing, electric, mechanical (HVAC) for structures in which the City of Boynton Beach has issued permits. Inspection and plan review services shall be conducted under the City's and all other federal, state, and local laws, rules, regulations, directives, codes, and ordinances.

2.3 TERM OF CONTRACT

The City intends to award a contract with an initial term of **Three (3) Years with One (1) Two-Year Renewal period.**

2.4 STAFFING

Staffing will be supplemental and on an "as needed" basis as required by the City of Boynton Beach Building Department.

2.5 QUALIFICATIONS OF PERSONNEL/FIRM

A. Personnel shall be qualified as licensed building, electrical mechanical, plumbing inspectors, and/or plan reviewers at minimum within the State of Florida. Multi-licensed personnel in building, electrical, mechanical, and/or plumbing are preferred.

   i. Any inspector or plans reviewer provided to the City after execution of an agreement shall not have an active project (with either the awarded vendor or private personal business, or any other entity thereof) in the City of Boynton Beach

B. Florida Department of Business Professional Regulation Certified Building Code Inspector and/or plan reviewer with a current certificate, as regulated by Florida Statute 468, Part XII, for the disciplines the inspector and/or plan reviewer will be responsible for monitoring.

C. Personnel shall be fully certified, qualified, trained, and experienced before beginning services for the City of Boynton Beach.

D. New and inexperienced personnel shall not be acceptable.

E. Personnel shall maintain their inspector's and/or plan reviewer's certification with the State of Florida, to continually provide their best efforts to efficiently and effectively perform duties and responsibilities as assigned properly and professionally, to uphold the City and Department regulations and policies, and to abide by ethical standards of conduct appropriate to their position.

2.6 RESPONSIBILITIES

A. Inspection and Plan Review services shall include, but not be limited to, general building, mechanical (HVAC), plumbing, structural, and electrical, as well as providing all administrative documentation as required by the City.

B. Inspect permitted construction within the City limits for compliance with City codes and ordinances and permitted plans and specifications.

C. Receive and investigate alleged complaints of working without permits, operating a business without a Business Use Certificate, code violations, etc., by citizens, City employees, and others, including appearances before the Code Enforcement Board where appropriate.

D. Inspect new and transferred business uses. Review applications and research past use to determine possible changes in building code requirements for occupancy.

E. Prepare written reports of inspections and investigations of complaints and other reports as may be reasonably requested by the City. City inspection forms must be used.

F. Maintain records of inspections and investigations. Log daily inspections and results in the computer system.

G. Review plans for code compliance. Maintain records of reviews and investigations. Log daily reviews and results in the computer system.

H. Review and maintain all records required by the Federal Emergency Management Agency (FEMA) in association with processing building permits in the format required by FEMA.

I. Contact contractors, architects, engineers, and citizens about construction projects, code questions, and other concerns.

J. Coordinate activities with the City's Planning and Zoning Consultants, the City's Fire Marshall, and the City's Code Enforcement Officers.

K. Perform other duties that are related to or incidental to the Inspector's or Plan Reviewer's primary duties as described herein and that the City may assign from time to time.

L. Perform these duties during normal business hours of 8:00 AM to 5:00 PM, Monday through Friday, as needed or as may be altered with mutual agreement, as well as irregular hours as required during an emergency or natural disaster.

M. Report to the City's Building Official or designee.

N. Inspection personnel may be required to attend meetings or to provide consultation to the City.

O. Provide services regarding Unsafe Buildings as described in the Boynton Beach Administrative Amendment to the Florida Building Code, inspect, post and record violations and provide support to the Building Official or designee.

P. Provide services of an application technician to cover the counter, answer phone calls, receive permit applications, review applications for completeness, calculate applicable fees, receives payments, issue permits, and schedule inspections.

Q. All inspectors and examiners assigned to the City's contract shall have a valid driver's license in the State of Florida and be able to pass a background security check relevant to the position.

R. Inspection Services and Plan Review shall be provided in the event of a natural disaster (i.e. hurricane). Services shall be provided in emergency situations as follows:

a. During a declared emergency, Firm shall be responsible for staffing the EOC when operational and assisting with damage assessment and safety inspections. The Building Code Administrator shall have immediate access to building plans and other essential building information.

b. Firm shall work with the City during post-disaster (natural or man-made) times in restoring Plan Review and Inspection Services pursuant to the Florida Building Code and executive orders of the Governor. The firm shall provide personnel to assist with damage assessment teams. The firm shall serve as a resource and consultant in the relevant discipline areas, assisting the operational decision-making process and performing other duties as deemed necessary to restore overall safety and services.

c. The firm shall provide personnel in each discipline who shall be able to respond within one (1) hour (24 hours/day, 7 days/week) to any emergency call-out by the City's Fire Rescue, Law Enforcement or any authorized City representative.

d. If services are provided in response to an emergency, the FEMA Requirements shall apply to those services.

2.7 SELECTION AND ASSIGNMENT OF PERSONNEL

A. The City retains the right to interview and select personnel assigned to its jurisdiction.

B. Personnel approved by the City for each assignment shall not be changed without the City's prior written consent.

C. All personnel approved for assignment or replacement shall be selected from those individuals provided by the selected firm(s) as qualified and available to perform services for the City.

D. Personnel approved and given an assignment by the City shall not be granted leaves of absence (vacation, sick or other) from their assignment unless a person of equal or greater qualification is approved for substitution.

E. Emergency substitutes shall not remain on an assignment for more than two (2) days without the written consent of the City.

F. Personnel must meet or exceed the employment requirements of City personnel prior to approval and assignment. The City reserves the right to terminate the contract or have an individual person removed from service in the City.

2.8 EQUIPMENT

Each inspector shall be required to provide the following items at their own cost:

A. An inspection vehicle in good operating condition, subject to approval by the City, capable of transporting one ladder. Vehicles may be required to display a City of Boynton Beach magnetic sign (provided by the City) on the doors.

B. Cellular telephone.

C. One ladder capable of reaching the roof of a typical one-story home.

D. Uniform provided by the firm contracting with the City.

E. Safety shoes, hard hats, and other safety-related equipment.

2.9 FACILITIES

The City will provide personnel with facilities and support services adequate for the performance of their duties, including office space, computers, office materials and equipment, and access to City clerical support. Vehicles, radios, cellular telephones, ladders, uniforms, and safety equipment are excluded and shall not be provided by the City but must be provided by personnel.

2.10 GENERAL

The Consultant(s) shall furnish all tools, materials, equipment, sub-consultants, labor, supervision, etc., as necessary for the Proposer to maintain and complete the assigned as outlined in the agreed-upon scope of work/services provided within this Request for Proposals. All mileage and travel time to and from the job site is not reimbursable. The City reserves the right to negotiate the contract's final terms, conditions, and pricing structure as may be in the City's best interest.

2.11 TIME SCHEDULE AND TIME FRAMES:

Schedules shall be included in detailed work orders issued under the Contract and shall be based on the number of continuous calendar days following the work order execution date to complete specific tasks of the project. If the City reviews and comments are necessary to proceed with a task, then a specified City review time shall be included in the schedule.

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PROFESSIONAL SERVICES AGREEMENT FOR SUPPLEMENTAL BUILDING INSPECTIONS AND PLAN REVIEW SERVICES
RFP No: BD25-014R

SECTION III – SUBMISSION OF PROPOSALS

3.1 GENERAL REQUIREMENTS

The Technical Proposal aims to demonstrate the qualifications, competence, and capacity of the Firms seeking to undertake the requirements of this REQUEST FOR PROPOSALS (RFP). As such, the substance of the Proposal will carry more weight than its length, form, or manner of presentation. The Technical Proposal should demonstrate the qualifications of the Proposer and the particular staff to be assigned to his engagement. It should also specify an approach that will meet or exceed the RFP requirements.

The selected Consultant(s) shall provide sufficient organization, personnel, and management to carry out the requirements of this RFP expeditiously and economically, consistent with the city's needs. Additionally, the consultant will be required to demonstrate recent experience successfully completing services similar to those specified in this RFP.

3.2 CERTIFICATION AND LICENSES

Proposers must include copies of all applicable certificates and licensing or business permits related to the Work specified herein with their proposals.

3.3 DETAILED PROPOSAL

Each of the seven (7) sections listed below shall be completed online through the e-procurement system.

A. Letter of Interest – To be completed online

The Letter of Interest shall summarize the Proposer's primary qualifications and a firm commitment to provide the proposed services.

B. Firm's Qualifications – To be completed online

a. Complete and submit the Proposer's Qualification Statement.
b. Proof of authorization (SUNBIZ) from the Florida Secretary of State to transact business in the State from prime and supporting firms.
c. Describe the Firm and provide a statement of the Firm's qualifications for performing requested consulting services.
d. Identify the services, which your Firm's staff would complete and those that would be provided by sub-consultants, if any.
e. Identify any sub-consultants you propose to utilize to supplement your Firm's staff. (Maximum of 4 pages)
c) If the Principal Place of Business is different than the location specified in the Proposer's Qualification Statement, then the proposer shall specify the office location where each project will be managed and produced.

C. Qualifications of Project Team and availability of specialty resources. – To be attached online

Provide an overview of the qualifications of the specific project team to be submitted by the Firm/Individual to perform the requested services, including:

a. An organizational chart that clearly defines the lines of authority and specifically lists the Client Service Manager, Project Manager, and primary Project Professional. These project team members are hereafter referenced as "key contract members".

b. Provide resumes for all key project members outlining the relevant experience and education.

c. Provide a list of current and past service contracts with a brief description of these contracts and their locations and dates.

d. Provide a list of all service contracts performed for governmental agencies. (If the firm has performed any service contracts for a governmental agency not listed, the proposal may be considered non-responsive.)

e. Provide evidence of valid state, county, and local licenses documenting authority to conduct business in the jurisdiction within which the firm is located.

f. State whether the firm has been issued any fines by the State of Florida.

g. Provide any additional information which may be considered pertinent.

h. Provide a summary of any litigation filed against the firm in the past three years which is related to the services that the firm provides in the regular course of business.

D. Current and Projected Workload of the Proposer (by office local, if applicable): - To be completed online

a. Provide quantitative data that clearly indicates the ability of the Proposer to devote the necessary time and resources to successfully complete the services promptly. Current and projected workload data shall be provided for each key project member as follows:
   i Historically, describe the typical number of projects handled by the Proposer's key project managers at any given time.
   ii Projected workload of project management activities as defined in the scope of services.

E. References – Past Performance – To be completed online

Provide a list of three (3) governmental agency references or similar contracts for which the Proposer has completed or is in progress within the past three (3) years with the following information:

a. Name of Agency
b. Address
c. Contact Name, Email Address
d. Telephone Number

The City is interested in learning of other firms' or government agencies' experiences with your firm; as such, please do not list the City of Boynton as a reference.

Contact persons must be informed that they are being used as a reference and that the City or their designee will be contacting them for information. Selection Committee Members or designee will **email** or **call** each reference up to three (3) times. If there is no answer after the third attempt, the City may apply no points for that project experience.

F. Submittal of General Information and Procurement Forms and Documents

Procurement forms must be completed, signed and notarized when required and submitted. In addition, all other request and supporting documentation should be included.

a. Proposer Qualification Statement – ***Upload Online***
b. Non-collusion Affidavit of Proposer – ***Upload Online***
c. *E-Verify Form Under Section 448.095* – ***Upload Online***
d. Certification Pursuant to Florida Statute § 287.135 - ***Upload Online***
e. Anti-Kickback Affidavit – ***Upload Online***
f. *Affidavit of Compliance with Foreign Entity Laws* - ***Upload Online***

g. *Affidavit of Compliance with Anti-Human Trafficking Laws* - ***Upload Online***
h. Proposer Acknowledgement – ***Online Acknowledgement***
i. Addenda Acknowledgement – ***Online Acknowledgement***
j. Confirmation of Minority-Owned Business - ***Online Form***
k. Confirmation of Drug-Free Workplace - ***Online Acknowledgement***
l. Palm Beach Inspector General - **Online Acknowledgement**
m. Local Business Certification - ***Online Form***
n. Statement of non-submittal (if applicable) - ***Online Form***
o. Schedule of Sub-Consultants – ***Online Form***
p. Submit current Florida Professional License(s), including evidence of possession of required licenses – ***Attach and Upload***
q. Submit proof of Professional Liability Insurance at the levels identified on the Insurance Advisory Form as an attachment. – ***Attach and Upload***
r. Submit any Supplemental information relative to this RFP– ***Attach and Upload***

G. **Price Proposal Sheet is a separate document where proposers will input prices within the system**

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PROFESSIONAL SERVICES AGREEMENT FOR SUPPLEMENTAL BUILDING INSPECTIONS AND PLAN REVIEW SERVICES
RFP No: BD25-014R

SECTION IV – EVALUATION OF PROPOSALS

4.1 EVALUATION METHOD AND CRITERIA

A preliminary evaluation of each Proposal will be conducted by the City's Purchasing Division Agent or Designee through the City's electronic e-procurement system Boynton-beach.bidsandtenders.net.

This evaluation determines if the Proposal is responsive to the submission requirements as outlined in this solicitation based on the information provided about your firm. A responsive Proposal follows the solicitation requirements, includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

The City will assemble an Evaluation and Selection Committee, herein referred to as "Selection Committee," comprised of City staff and an outside consultant(s), if deemed necessary. The Selection Committee may utilize the City's e-procurement system to electronically evaluate all submittals based on the information provided and criteria as set forth in this solicitation. The City's Selection Committee will act in what they consider to be the best interest of the City and its residents. **Price shall not be the sole determining factor for selection.**

The selection of the best-qualified Respondent(s) will be based on whether the Respondent(s) are responsible and responsive, which means a Firm that has submitted a proposal that conforms in all material respects to the requirements in this RFP. The weighted criteria provided below is provided to assist the Proposer in the allocation of their time and efforts during the submission process. This weighted criterion is the framework for evaluation used by the SEC during the short-list and scoring process.

Evaluation Criteria	Point Range
a. Compliance with Request for Proposals Requirements (Responsiveness) - [Mandatory].	
b. Managerial Capacity, Relevant Experience, and Quality of Response - Firm's Qualifications, Qualifications of Project Manager Team/Individual (key contract members), and Availability of Specialty Resources	**0 – 40**
c. Services to be Provided and Quality Control – Approach, Demonstrated Skill Set, Creativity, and Innovative Ideas that will be used to address the Scope of Work	**0 – 30**
d. References of Past Performance	**0 – 10**
e. Term Contract Price Proposal*	**0 – 20**
TOTAL POINTS	**0 – 100**
Local Boynton Beach Business Preference	Up to 5 Points
Presentations (If applicable)	**0 - 25**

A. Methodology

a. Compliance with Request for Proposals Requirements (Responsiveness) [Mandatory].

This refers to the adherence to all conditions and requirements of the Request for Proposals.

b. Managerial Capacity, Relevant Experience, and Quality of Response

This refers to the exact type and nature of the offeror's proposed services and how they accomplish the objectives of the requested term contract the quality planning process that they utilize to ensure compliance with our specification's requirements, as well as the ability to rapidly respond to the City's needs, as defined in the Evaluation Criteria.

The proposer's capability in all respects to have sufficient management and supervisory staff available to manage work teams and project performance and to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, and reliability which will assure good faith performance, as well as satisfactory reference verification.

c. Services to be Provided and Quality Control

The proposer clearly demonstrated an understanding of the work to be performed.

d. References of Past Performance

Reference information was gathered from other entities regarding the past experience of the Proposer, as well as other areas addressed in the *Scope of Work* herein.

e. Proposed Costs

Offeror's price and cost proposals.

This refers to the proposed schedule included in the RFP. Each location has a separate charge. The City reserves the right to award to the proposer that is seen to be in the City's best interest. (**Please note that price is only one factor for consideration of award**).

Submitted project cost shall not be subject to change until formal negotiations have begun with a designated firm.

*Term Contract Cost will be calculated per the following "sample" formula.

Firm A: Proposed Price $20,000 Percentage = 100% X Weight (20) = 20 Points
Firm B: Proposed Price $25,000 Percentage = 80% X Weight (20) = 16 Points
Firm C: Proposed Price $28,000 Percentage = 71% X Weight (20) = 14.2 Points
Firm B's percentage is $20,000 ÷ $25,000 = 80% of maximum points
Firm C's percentage is $20,000 ÷ $28,000 = 71% of maximum points

f. Local Vendor Preference
(Prohibited by Local, State or Federal Grant funding provisions.)

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

"For all acquisitions made pursuant to Requests for Proposals, Requests for Qualifications, or Requests for Letters of Interest, the solicitation shall include a weighted criterion for Local Businesses of five percentage points (5%) of the total points in the evaluation criteria published in the solicitation. For all acquisitions made pursuant to Requests for Proposals, Requests for Qualification, or Requests for Letters of Interest, where the solicitation includes a qualitative ranking rather than a quantitative selection, the evaluation criteria shall include a Local Business preference, as reasonably determined by the Purchasing Division, consistent with the intent of this Policy. Each such solicitation shall clearly define the application of the Local Business preference."

Respondents must include the Local Business Status Certification Form with their RFP submissions to be considered for a local business preference.

Failure to submit this form at the time of RFP submittal will result in the Respondent being found ineligible for the local business preference for this solicitation and will receive zero (0) points for that criterion.

If the Respondent meets the requirements of a local business as defined by the preference, the proposal will be awarded the total 5 points allotted by each evaluation committee member. Firms not meeting the Preference requirements will receive zero points in this evaluation criterion.

4.2 CITY'S RIGHT TO USE BEST-VALUE SCORING

The City may utilize a best-value scoring process as an alternative to using the weighted criteria. The best value scoring will require the evaluation committee to assign a composite score rank based on the Committee's determination of the relative overall value of the Proposer's response. Composite scores will rank responses from 1 (1st place), 2 (2nd place), and so on for the total number of responses under consideration.

4.3 BEST AND FINAL OFFER

The City reserves the right to request Best and Final Offers from any or all Proposers when the City determines that information received during the evaluation process warrants additional clarification.

4.4 SELECTION PROCESS

A. A Selection Committee consisting of the City's staff members, and may include outside consultants as deemed necessary, will review each written submission to ascertain whether the provider is qualified to render the required services according to State regulations and the requirements of this RFP.

B. The weighted criteria provided above is provided to assist the Proposer in allocating their time and efforts during the submission process. This weighted criterion is the framework for evaluation used by the SEC during the short-list and scoring process.

C. The Selection Committee meeting will be scheduled and publicly noticed. All Selection/Evaluation Committee members' scores may be electronically opened and read aloud for discussion among the selection committee members.

D. The Selection Committee may at its sole discretion request discussions or interviews or require presentations, additional information, or clarification of any information submitted by Respondent(s).

E. The Selection Committee may establish equal time limits for all firms as necessary to facilitate its evaluation. If conducted and after the completion of the discussions, interviews, or presentations, the Committee will re-evaluate, re-rate, and re-rank the proposals based on the evaluation criteria listed above.

F. After the final ranking is completed, the selection committee will make a motion for a recommendation for an award, which will be submitted to the City Commission for approval.

G. After approval by the City Commission, the City Representative authorized to execute contracts will execute an Agreement(s) based on the attached draft contract developed from this Request for Proposals (RFP).

H. The City reserves the right to include additional provisions if the inclusion is in the City's best interest, as determined solely by the City.

I. CONTACT WITH ANY PERSONNEL OF THE CITY OF BOYNTON BEACH OTHER THAN THE PROCUREMENT REPRESENTATIVE DURING THE SOLICITATION, EVALUATION AND AWARD PROCESS REGARDING THEIR REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

J. In the event less than three (3) firms express interest in a solicitation or less than three (3) are deemed qualified by the Selection Committee, then Procurement Services shall make a determination as to whether to proceed with the lesser number of firms. If the decision is to re-advertise, and after a subsequent advertisement, resulting in three (3) firms that still cannot be qualified, then the City shall proceed hereunder with the qualified firms.

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PROFESSIONAL SERVICES AGREEMENT FOR SUPPLEMENTAL BUILDING INSPECTIONS AND PLAN REVIEW SERVICES
RFP No: BD25-014R

SECTION V – STANDARD GENERAL TERMS AND PROVISIONS

Unless otherwise agreed to by the City of Boynton Beach ("City"), the following Standard Terms and Conditions are applicable to this solicitation and the resulting Agreement. The term "vendor," as used below, may collectively apply to vendors, bidders, proposers, consultants, contractors, subcontractors, and subconsultants.

5.1 FAMILIARITY AND COMPLIANCE WITH LAWS, CODES AND REGULATIONS:

Before submitting a proposal to this RFP, proposers shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion.

Proposers must familiarize themselves with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the goods/services offered and any other applicable federal requirements now in effect or imposed in the future. Lack of knowledge by the Proposer shall not be a cause for relief from responsibility.

5.2 NON-COLLUSION

Proposer shall not collude, conspire, connive, or agree, directly or indirectly, with any other proposer, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted or to refrain from responding in connection with such work or have in any manner, directly or indirectly, sought by a person to fix the price or prices in the proposal submission form or of any other proposer, or to fix any overhead profit, or cost elements of the proposal price of any other responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other proposer, or any person interested in the proposed work. The proposer certifies there has been no collusion with any other firm or employees from any other firm who will be submitting a proposal on the same project.

5.3 LEGAL CONDITIONS

Proposers are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work and with the provisions of the laws of the State of Florida and the Charter and Ordinances of the City of Boynton Beach.

5.4 CONFLICT OF INTEREST

The award is subject to all conflict-of-interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

5.5 ADDITIONAL HOURS QUANTITIES

The City reserves the right to acquire additional hours or quantities of the requested proposal services at the prices proposal in this solicitation.

If additional quantities are not acceptable, the price proposal sheets must be noted: **"PROPOSAL IS FOR SPECIFIED QUANTITY ONLY".**

5.6 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.

5.7 LEGAL REQUIREMENTS:

Proposer shall comply with all 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 Proposer will in no way be a cause for relief from responsibility.

5.8 ON PUBLIC ENTITY CRIMES

All Request for Proposals 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 proposal on a contract or provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, vendor, 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".

5.9 FEDERAL AND STATE TAX:

The City of Boynton Beach is exempt from Federal and state taxes.

5.10 PURCHASE ORDER REQUIRED:

The City will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips, and all correspondence concerning the order.

5.11 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:

The Proposer certifies that all material, equipment, etc., contained in this proposal meets all O.S.H.A. requirements. Proposer further certifies that if awarded as the Consultant, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Proposer.

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

5.12 PALM BEACH COUNTY INSPECTOR GENERAL:

The Proposer and, if awarded Consultant, 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 Agreement resulting from this solicitation and, in furtherance thereof, may demand and obtain records and testimony from the Consultant and its sub-consultant and lower-tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its sub-consultants or lower-tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this Agreement justifying its termination.

5.13 OTHER AGENCIES

Any Agreement(s) resulting from this RFP and from this submitted proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated to place an order for any other city, county, municipality, or agency, nor will any city, county municipality, or agency be obligated for any bills incurred by any other city, county, municipality, or agency.

Further, it is understood that each agency will issue its own purchase order or contract to the awarded Proposer(s).

5.14 VENUE AND GOVERNING LAW:

Any and all legal actions arising from or necessary to enforce this solicitation and resulting Agreement will be held exclusively in Palm Beach County and shall be interpreted according to the laws of Florida.

5.15 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

A. The City is committed to assuring equal opportunity in awarding orders/contracts and complies with all laws prohibiting discrimination.

B. During the performance of the Agreement, the Consultant and its sub-consultants shall not discriminate against any employee or applicant for employment because of race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.

C. The Consultant will take affirmative action to ensure that employees and those of its sub-consultants are treated during employment, without regard to their race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.

D. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

E. The Consultant and its sub-consultants shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

F. The Consultant further agrees that they will ensure that all sub-consultants, if any, will be made aware of and will comply with this nondiscrimination clause.

G. The Consultant understands and agrees that a material violation of this section shall be considered a material breach of this solicitation and the resulting agreement/contract and may result in termination of the agreement/contract, disqualification, or debarment of the company from participating in City contracts, or other sanctions.

5.16 INDEPENDENT CONTRACTOR RELATIONSHIP:

The Proposer and, if awarded Consultant, is, and shall be, in the performance of all work, services, and activities under this solicitation and the resulting Agreement, an independent Contractor and not an employee or agent of the City. All persons engaged in any of the work or services performed pursuant to the Agreement shall, at all times and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, the Consultant's relationship, and the relationship of its employees, to the City shall be that of an independent contractor and not as employees or agents of the City.

5.17 OMISSION OF DETAILS

Omission of any essential details from the terms or specifications contained herein will not relieve the

responding Firm of supplying such product(s) or service as specified.

5.18 LOBBYING - CONE OF SILENCE:

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation as of the deadline to submit the proposal, or other response and shall remain in effect until the City Commission awards or approves a contract, rejects all responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no Proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for the award of contract to the Proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-proposal conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

5.19 LEGAL EXPENSES:

The City shall not be liable to a Proposer for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the Agreement, or any other matter generated by or relating to the Agreement.

5.20 NO THIRD-PARTY BENEFICIARIES:

No provision of this RFP or agreement/contract to follow with Consultant is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to the agreement/contract, including but not limited to any citizen or employees of the City and/or Proposer.

5.21 DIRECT OWNER PURCHASES:

The City reserves the right to issue purchase orders for materials to either the Contractor/Consultant/Vendor or the City's suppliers for contracts/construction/public works-related materials when deemed in the City's best interest.

5.22 SCRUTINIZED COMPANIES:

By submission of a proposal for this solicitation, Consultant, its principals, or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a bid for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:
Any amount of, at the time bidding on, submitting a bid for, or entering into or renewing such Agreement, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
One million dollars or more if, at the time of bidding on, submitting a bid for, or entering into or renewing such Contract, the company:
Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Syria.

5.23 DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not: obtain an agreement/contract to provide goods or services to a public entity; construct or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, or vendor under agreement/contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

5.24 NON-EXCLUSIVE

As may be applicable, the City reserves the right to acquire some or all of these goods and services through a State of Florida contract pursuant to the City's Procurement Policy, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after an agreement/contract may be awarded.

Additionally, the City reserves the right to award other agreements for goods and services falling within the scope of this solicitation and resultant Agreement when the specifications differ from this solicitation or resultant Agreement, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant Agreement.

5.25 BUSINESS INFORMATION

If a proposing firm is a Joint Venture for the goods/services described herein, the Proposer

shall, upon request of the City, provide a copy of the Joint Venture Agreement signed by all parties.

5.26 AGREEMENT

Proposer agrees that by submitting a proposal that is accepted by the City of Boynton Beach, a binding Agreement is formed in accordance with the City's terms, conditions, and specifications as set forth in the purchase order unless otherwise agreed by the City and the Proposer. The Proposer certifies that the proposal has been made by an officer or employee having the authority to bind the Proposer.

5.27 ENDORSEMENTS

No endorsements by the City of the goods and/or services will be used by the Proposer in any way, manner, or form.

5.28 DRUG-FREE WORKPLACE

The Consultant shall implement and maintain a drug-free workplace program of at least the following items:

A. 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.

B. Inform employees about the dangers of drug abuse in the workplace, the Proposer'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.

C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Item A above.

D. In the statement specified in Item A above, notify the employees that, as a condition of providing the services that are under contract, the employee will abide by the terms of the statement and will notify the Proposer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction or plea.

E. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, for any employee who is so convicted or so pleads.

F. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Section 287.087, Florida Statutes

5.29 PROHIBITED TELECOMMUNICATIONS EQUIPMENT

Proposer represents and certifies that Proposer and all Sub-consultants do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Proposer represents and certifies that Proposer and all Sub-consultants shall not provide or use such covered telecommunications equipment, system, or services during the Term.

5.30 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Consultant. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

5.31 RIGHTS IN DATA

Except if otherwise agreed to in writing, the City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Proposer pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.

5.32 DOCUMENTATION OF COSTS

All costs submitted shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the resulting contract/agreement shall be clearly identified and regularly accessible and provided to the City upon request.

5.33 PUBLIC RECORDS

Sealed documents received by the City in response to a Request for Proposals are exempt from public records disclosure until thirty (30) calendar days after the opening of the RFP unless the City announces intent to award sooner, in accordance with Florida Statutes 119.071.

The Consultant agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings, or data relating to the Agreement which have been created as a part of the vendor's services or authorized by the City as a reimbursable expense, whether generated directly by the Consultant, or by or in conjunction or consultation with any other party whether or not a party to the Agreement, whether or not in privity of contract with the City or the Consultant, and wherever located shall be the property of the City.

Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. All submitted

information that the responding Proposer believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07, Chapter 688, and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The City is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant 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 Agreement, Consultant shall destroy all copies of such confidential and exempt records remaining in its possession once the Consultant transfers the records in its possession to the City; and

D. Upon completion of the Agreement, Consultant shall transfer to the City, at no cost to the City, all public records in Consultant's possession. All records stored electronically by Consultant 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. Failure of the Consultant to comply with the requirements of this Section, and other applicable requirements of state or federal law, shall be a material breach of the resulting Agreement. The City shall have the right to exercise all remedies available to it for breach of agreement/contract, including but not limited to, the right to terminate for cause.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK'S OFFICE
100 EAST OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

5.34 **SOVEREIGN IMMUNITY**

Nothing contained herein is intended to serve as a waiver of sovereign immunity by the City or as a waiver of limits of liability or rights the City may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

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SECTION VI – SPECIAL CONDITIONS – TERM CONTRACT

The Consultant will be responsible for supplying necessary labor for the completion of services outlined in this RFP by the City of Boynton Beach.

The following special conditions shall apply to all Proposers and eventually to the Consultant(s) who are awarded the contract for these services.

6.1 ASSIGNMENT:

Any contract issued pursuant to this request for proposal, qualifications, or invitation to bid and the funds that may come due hereunder are not assignable except with the prior written approval of the city.

6.2 PERFORMANCE DURING EMERGENCY:

The Consultant agrees and promises that immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, the City shall be given "first priority" for all goods and/or services under the agreement/contract.

The Consultant agrees to provide all goods and/or services to City immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis.

The Consultant shall furnish a 24-hour phone number to the City. Failure to provide the goods and/or services to the City on a first priority basis immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute a breach of agreement/contract and subject the Consultant to sanctions from doing further business with the City.

6.3 CPI PRICE ADJUSTMENT

All prices for the Initial Term are fixed in accordance with the pricing stated in the Agreement. Consultant may request a price adjustment for labor unit prices for any applicable renewal term. This request must be in writing, must be submitted to the City at least ninety (90) days prior to the start of the next applicable renewal term, and must be accompanied by documentation to substantiate the need for the price adjustment.

Any price adjustment will be consistent with the Consumer Price Index (“CPI”). The CPI data will be obtained from the U.S. Bureau of Labor Statistics table for CPI for All Urban Consumers (“CPI-U”), All items in Miami-Fort Lauderdale-West Palm Beach, FL, all urban consumers, not seasonally adjusted or as amended or replaced by the agency. If no such index is published, the City will designate a reasonably similar index.

The City, in its sole discretion, will determine if Consultant’s requested adjustment is in the best interest of City based upon current market conditions and information regarding similar services in the area. City approval is required for any price adjustment requested by Consultant; the City will provide written notification to Consultant of City’s decision to approve or reject any requested adjustment. The City may also initiate a price adjustment consistent with the CPI-U; unless otherwise stated in the Agreement, the Consultant’s written approval is required for any price adjustment initiated by the City.

If approved by the City, the CPI price adjustment percentage is calculated as follows: the difference of the CPI current period less the CPI previous period, divided by the CPI previous period, times

100. The CPI current period means the most recently published monthly index prior to Agreement's annual anniversary.

The CPI previous period means for the same month of the prior year. The CPI price adjustment percentage for any year will not exceed a maximum change of three percent (3%).

Consultant acknowledges that any adjustment is at the City's sole discretion, and if any such adjustment is not approved by the City, Consultant is obligated to perform the Services in full for the entire Term without the requested adjustment to pricing.

6.4 AGREEMENT EXTENSION

The City reserves the right to extend automatically for a period not to exceed an additional **ONE HUNDRED EIGHTY (180)** calendar days by mutual agreement and by filing a written notice signed by the Consultant to the City's Purchasing Department without further City Commission action. This extension shall provide the City with continual services for an additional term of the contract.

6.5 INDEMNIFICATION

The consultant shall indemnify, hold harmless, and defend City and all of City's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Consultant, or any intentional, reckless, or negligent act or omission of Consultant, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Consultant shall, upon written notice from City, defend each Indemnified Party with counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the City Attorney, any sums due Consultant under this Agreement may be retained by City until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

The Consultant 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 Consultant's breach of any of the provisions of the contract. Consultant shall not be responsible for negligent acts of the City or its employees. Further, the Consultant shall hold the City harmless and indemnify the City for any funds that the City is obligated to refund the Federal Government arising out of the conduct, activities, or administration of the agreement/contract by the Consultant.

6.6 TERMINATION

The City, by written notice, may terminate in whole or in part any Contract resulting from this RFP when such action is in the best interest of the City.

If the Contract(s) are so terminated the City shall be liable for only payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

A. DEFAULT AND TERMINATION FOR CAUSE:

The City may, by written notice of default to the Consultant, terminate the agreement/contract in whole or in part if the Consultant fails to satisfactorily perform any provisions of this agreement/contract, or fails to make progress so as to endanger performance under the terms and conditions of this agreement/contract, or provides repeated nonperformance, or does not remedy such failure within a period of 30 calendar days after receipt of notice from the City of Boynton Beach specifying such failure. In the event the City terminates the agreement/contract in whole or in part because of default of the Consultant, the City may procure goods and/or services similar to those terminated, and the Consultant shall be liable for any excess costs incurred due to this action.

If it is determined that the Consultant was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the Consultant), the rights and obligations of the parties shall be those provided in Section "Termination for Convenience".

B. TERMINATION FOR CONVENIENCE OF CITY

Whenever the interests of the City so require, terminate the agreement/contract, in whole or in part, for the convenience of the City. Purchasing shall give fourteen (14) business days prior written notice of termination to the Consultant, specifying the portions of the agreement/contract to be terminated and when the termination is to become effective. If only portions of the agreement/contract are terminated, the Consultant has the right to withdraw, without adverse action, from the entire agreement/contract.

Unless directed differently in the notice of termination, the Consultant shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified and, on the date, given in the notice of termination. Additionally, unless directed differently, the Consultant shall terminate outstanding orders and/or subcontracts related to the terminated work.

Consultant shall indemnify the City against loss pertaining to this termination.

C. REMEDIES:

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

D. FUNDING OUT

This result of this Agreement shall remain in full force and effect only if the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

6.7 PERFORMANCE OF CONSULTANT

The proposer shall be fully responsible for performing all the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work and complying with all federal and state laws and all ordinances and codes of the City relating to such work.

Failure on the part of the submitting Firm to comply with the conditions, terms, specifications, and requirements of the RFP shall be cause for cancellation of the RFP award, notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance-based contracting.

The City may, by written notice to the Responding Firm, terminate the Contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

6.8 INSURANCE REQUIREMENTS

If a Consultant is providing a service under this agreement/contract, then the Consultant shall, at its sole expense, always maintain in full force and effect during the life of this agreement/contract, insurance coverages, and limits (including endorsements), as required by the City.

These requirements shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under this agreement/contract.

All coverages shall be provided on a primary basis with the City endorsed as an Additional Insured as follows: "**The City of Boynton Beach**". The Consultant shall provide the City with a Certificate of Insurance evidencing such coverages prior to the commencement of any services and within a time frame specified by the City (normally within 2 working days after request). Failure to maintain the required insurance shall be considered a default of the agreement/contract.

It shall be the responsibility of the Consultant to maintain workers' compensation insurance, professional liability, property damage liability insurance, and vehicular liability insurance; during the time any of his/her personnel are working on City of Boynton Beach property. Loss by fire or any other cause shall be the responsibility of the Consultant until such time as the items and/or work have been accepted by the City. The Consultant shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance with A.M. Best's Key Rating Guide, latest edition.

6.9 FORCE MAJEURE

The agreement/contract which is awarded to the Consultant may provide that the performance of any act by the City or Consultant thereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from the performance by acts of God, pandemic, epidemic, emergency orders, the elements, war rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided, however, the City shall have the right to provide substitute service from third parties or City forces and in such event, the City shall withhold payment due to Consultant for such period of time. If the condition of force majeure exceeds a period of 14 business days the City may, at its option and discretion, cancel or renegotiate the agreement/contract.

6.10 INSPECTION AND ACCEPTANCE OF WORK PRODUCED

The City has the right to review, require correction, if necessary, and accept the work produced by the Consultant. Such review(s) shall be carried out within thirty (30) calendar days to not impede the work of the Consultant. Any product of work shall be deemed accepted as submitted if the City does not issue written comments and/or required corrections within thirty (30) calendar days from the date of receipt of such product from the Consultant.

The Consultant shall make any required corrections promptly at no additional charge and return a revised copy of the work requested to the City within seven (7) business days of notification or a later date if extended by the City.

Failure by the Consultant to proceed with reasonable promptness to make necessary corrections shall be a default. If the Consultant's submission of corrected work remains unacceptable, the City may terminate the resulting contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

6.11 PERFORMANCE EVALUATION:

The awarded Consultant(s) may receive a performance evaluation by City Staff during the course of the term contract. The City's Project Manager shall complete performance evaluations at the first year of the contract or more frequent intervals as required by the Contract **and** at the time of the end of the term contract.

Should the services provided by the Consultant fail to meet the expectations of the City's Project Manager, the Consultant shall have a period of ten (10) working days from the date notice is given to the Consultant by the City to correct all deficiencies in the under the contract.

All corrections shall be made to the satisfaction of the City Project Manager. Inability to correct all

deficiencies within the specified ten days shall be good and sufficient cause to immediately terminate the contract without the City being liable for any and all future obligations under the Contract as determined by the City at its sole discretion.

The City, in its judgment, may elect to compensate the Consultant for any accepted work product through the date of termination of an authorized Purchase Order, provided it is in a form sufficiently documented and organized to allow subsequent utilization in completing the work product.

The City's Project Manager shall contact a Procurement representative to advise of any performance issues so that Procurement can assist with bringing performance back to acceptable standards. It is equally important to complete the "Consultant Performance Evaluation Form whenever any of the performance indicators are either "marginal" or "unsatisfactory". In the event the Average Rating Score is "marginal" or "unsatisfactory" even after reasonable efforts have been taken by the City to improve performance, the City's Project Manager shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

The Contract Performance Evaluation Form enclosed within this document illustrates a sample evaluation form to be used by the City for the various types of services provided by the City.

6.12 SUCCESSORS AND ASSIGNS:

The City and the Consultant each bind themselves and their successors and assigns to the other party in respect to all provisions of the Contract. Neither the City nor the Consultant shall assign, sublet, convey, or transfer its interest in the Contract without the prior written consent of the other.

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PROFESSIONAL SERVICES AGREEMENT FOR SUPPLEMENTAL BUILDING INSPECTIONS AND PLAN REVIEW SERVICES
RFP No: BD25-014R

PRICE PROPOSAL FORM

PRICE PROPOSAL WILL BE INPUT INTO THE E-PROCUREMENT SYSTEM – BIDS & TENDERS

THE SCHEDULE OF PRICES CONSISTS OF THE FOLLOWING:

The undersigned agrees to provide **Supplemental Inspections and Plan Review Services** as called for by the Scope of Services and Proposal Documents and Agreement in the manner prescribed therein and to the standards of quality and performance established by the City for the unit price stated in the spaces herein provided.

- SINGLE CERTIFICATION (Any one discipline as a Building, Mechanical, Electrical, or Plumbing Inspector/Plan Review)
- MULTIPLE CERTIFICATIONS (Any combination of Building, Mechanical, Electrical, or Plumbing Inspector/Plan Review)
- ONE DAY EQUALS EIGHT (8) HOURS
- TWO HOUR MINIMUM FOR HOURLY

All hourly rates provided shall be inclusive of all reimbursable expenses (travel, mileage, copies, etc.).

Item No.	Description of Services	Hourly Rate Per Individual	Estimated Potential Hours Annually	Total Annual Cost
1	Single Discipline Field Inspector	$_____	2,000	$_____
2	Single Discipline Plans Examiner	$_____	2,000	$_____
The Grand Total will be evaluated following the pricing formula outlined in **Section IV – EVALUATION OF PROPOSALS.**			**GRAND TOTAL**	$_____
A LA CARTE - OPTIONAL SERVICES				
3	Single Discipline Field Inspector	$_____		
4	Single Discipline Plans Inspector (Overtime)	$_____		
5	Multi-Discipline Field Inspector	$_____		
6	Multi-Discipline Field Inspector (Overtime)	$_____		
7	Multi-Discipline Plans Examiner	$_____		
8	Multi-Discipline Plans Examiner (Overtime)	$_____		
9	Business Inspector	$_____		
10	Business Inspector (Overtime)	$_____		
11	Application Technician	$_____		
12	Application Technician (Overtime)	$_____		

APPENDIX 'A'

DRAFT

AGREEMENT

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND _____, FOR CONTINUING _____ CONSULTING SERVICES

This Agreement is made as of this __ day of _____, 20___, by and between _____, a _____, with a principal address of _____, hereinafter referred to as "Consultant," and the **City of Boynton Beach**, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City." In consideration of the mutual benefits, terms, and conditions hereinafter specified, the Parties agree as set forth below.

WHEREAS, the City issued Request for Proposals No._____ (the "RFP ") pursuant to state and local law to solicit proposals for _____ (the "Services"); and

WHEREAS, Consultant responded to the RFP by submitting its Proposal dated _____ (the "Proposal"), and

WHEREAS, City created a selection evaluation committee to review the proposals in accordance with the requirements of the RFP; and

WHEREAS, the City selected Consultant as the best qualified to perform the Services; and

WHEREAS, the City desires to engage Consultant to provide such services to the City on an as-needed basis according to the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of such covenants and conditions, the City and Consultant do hereby agree as follows:

1. SERVICES AND METHOD OF ORDERING SERVICES.

a. **Services**. Consultant shall provide the type of services described in the Scope of Services attached hereto as **Exhibit A** (which services are hereinafter referred to as the "Services"). Consultant may be requested to provide specific Services for various and different tasks or projects. Consultant shall render the Services in a diligent, careful, thorough, and professional manner consistent with sound business practice and shall at all times provide City with the most sound and reasonable recommendations and advice. The standard of care for all Services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession practicing under similar circumstances or at the same time and in the same locality.

b. **Method of Ordering Services**. Services will be rendered in response to periodic written Task Orders (each a "Task Order") issued by the City on an as-needed basis. For each task or assignment, the City shall request the Consultant to develop for review by the City:

   a. A scope of services;

   b. An estimate of fees and costs based on the hourly rates established in this Agreement with sufficient detail to identify the various elements of costs, which amount shall constitute a guaranteed maximum and shall not be exceeded without the prior written approval of City;

c. A task/deliverable schedule; and

d. A payment schedule based on deliverables, which may not be front-loaded.

The Consultant and City shall execute a written Task Order upon mutual agreement of the scope of services, fees and costs, task/deliverable schedule, and payment schedule. City shall not be liable to pay for any Services provided without a properly executed Task Order. Upon complete execution of a Task Order and issuance of a Purchase Order, Consultant shall provide all Services described in the Task Order, including all necessary, incidental, and related activities required for the full and complete performance of such Services. The form of the Task Order is attached hereto as **Exhibit B**. Any Task Order over the then-current procurement policy threshold shall require approval of the City Commission.

c. **Use of Subconsultants**. Consultant shall utilize only the subconsultants identified in a Task Order to provide the Services. Consultant shall obtain written approval of City before changing or modifying any subconsultants, which shall be automatically updated upon such written approval. Consultant shall bind in writing each and every approved subconsultant to the terms stated in this Agreement and the applicable Task Order, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 24 on Consultant's subconsultants.

d. **Services Provided in Response to Natural Disaster / Emergency.** Consultant provides services that the City may require in the event of a hurricane or other disaster. Consultant acknowledges and agrees that in such event, the City may apply to the State of Florida or the federal government for funds which will be used to pay Contractor or reimburse the City for payments made to Consultant. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions. Consultant desires to be eligible to be awarded disaster work and be compensated through federal funds. The City and Consultant agree that with respect to any services or work performed or provided by Consultant or its subconsultants under this Agreement arising or related to a disaster event, the provisions set forth in the FEMA Required Contract Terms (the "FEMA Requirements"), a copy of which is attached hereto as **Exhibit D** and incorporated herein by reference, shall apply. The FEMA Requirements shall only modify this Agreement upon the provision by Consultant of work or services required as a result of a disaster. The terms and conditions of the Agreement and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Agreement and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

2. TERM. This Agreement shall be for an initial term of **THREE** (**3**) years, commencing on _____, 20___, and shall remain in effect through _____, 20___ ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The City reserves the right to renew the Agreement for one (1) additional two-year renewal term (the "Extension Term") on the same terms and conditions stated in this Agreement, subject to Consultant's satisfactory performance as determined by the City, determination by the City that renewal will be in the best interest of the City, and confirmation that Consultant is the sole source to provide the Services. The Mayor is authorized to execute the term extension amendment(s). If Consultant requests a rate change at the time of renewal, such change shall not become effective until a written amendment is approved by the City Commission and duly executed by the Parties.

3. TIME FOR PERFORMANCE.

a. **Commencement of Work**. Services under the Agreement and any applicable Task Order shall commence upon the City giving written notice to the Consultant to proceed along with a purchase order. Consultant shall perform all Services and provide all deliverables required pursuant to this Agreement and each Task Order. Time is of the essence for the Consultant's performance of the duties, obligations, and responsibilities required by this Agreement.

b. **Delays; Untimely Performance**.

i. **Delays; No Fault of Consultant**. If Consultant is unable to timely complete all or any

portion of the Services because of delays resulting from untimely review by the City or other governmental agencies having jurisdiction over the project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, the City shall grant a reasonable extension of time for completion of the Services. It shall be the responsibility of the Consultant to notify the City in writing whenever a delay in approval by a governmental agency is anticipated or experienced and whenever a delay has been caused by factors outside of the Consultant's control and to inform the City of all facts and details related to the delay. Consultant must provide such written notice to the City within three (3) business days after the occurrence of the event causing the delay.

ii. **Delays Due to Consultant**. If Consultant fails to substantially complete the Services in whole or in part on or before the date established in each Task Order, Consultant shall pay City its proportional share of any claim for damages arising out of the delay. This section shall not affect either Party's indemnification rights or obligations otherwise outlined in this Agreement.

c. **If Task Order Continues Beyond Term**. Consultant shall complete each executed Task Order without regard to whether such completion would cause Services to be performed after the expiration date of this Agreement. Any Task Order for which performance extends beyond the Term may be amended after that expiration date, provided that any additional Services, time, and compensation are permitted under this Agreement. The terms and conditions of this Agreement shall continue to govern Task Orders notwithstanding the expiration of this Agreement.

4. AMOUNT AND METHOD OF COMPENSATION.

a. **Compensation**. As compensation for Services rendered by Consultant to the City pursuant to a duly executed Task Order, the City shall pay the Consultant an annual amount not to exceed _____ ($_____) ("Fee") calculated based on the anniversary date of complete execution of the Agreement. The Fee is based on the Hourly Rates outlined in the Fee Schedule attached hereto as **Exhibit C** and incorporated into this Agreement by reference. The Fee shall be the sole compensation paid to Consultant in connection with the rendition of the Services and the performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Consultant.

b. **Subconsultant Fees**. If subconsulting is permitted, the Consultant shall bill the City for subconsultant fees with no markup and within any applicable maximum not-to-exceed amount.

c. **CPI Increases.** All prices for the Initial Term are fixed in accordance with the pricing stated in the Agreement. Consultant may request a price adjustment for labor unit prices for any applicable extension term. This request must be in writing, submitted to the City at least ninety (90) days before the start of the next applicable Extension Term, and accompanied by documentation to substantiate the need for the price adjustment.

Any price adjustment will be consistent with the Consumer Price Index ("CPI"). The CPI data will be obtained from the U.S. Bureau of Labor Statistics' table for CPI for All Urban Consumers ("CPI-U"), All items in Miami-Fort Lauderdale-West Palm Beach, FL, all urban consumers, not seasonally adjusted or as amended or replaced by the agency. The City will designate a reasonably similar index if no such index is published.

In its sole discretion, the City will determine if Consultant's requested adjustment is in the City's best interest based on current market conditions and information regarding similar services in the area. City approval is required for any price adjustment requested by Consultant; the City will provide written notification to Consultant of City's decision to approve or reject any requested adjustment. The City may also initiate a price adjustment consistent with the CPI-U; unless

otherwise stated in the Agreement, Consultant's written approval is required for any price adjustment initiated by City.

If approved by the City, the CPI price adjustment percentage is calculated as follows: the difference of the CPI current period less the CPI previous period, divided by the CPI previous period, times 100. The CPI current period means the most recently published monthly index before the Agreement's annual anniversary. The CPI previous period means for the same month of the prior year. Any year's CPI price adjustment percentage will not exceed a maximum change of three percent (3%).

Consultant acknowledges that any adjustment is at the City's sole discretion, and if the City does not approve any such adjustment, Consultant is obligated to perform the Services in full for the entire Term without the requested adjustment to pricing.

5. NOTICES. All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Consultant: _____
_____
_____
_____
Telephone: _____
Email:_____

6. INVOICES AND PAYMENT. Invoices must identify the PO number, Task Order project description, and should be mailed to:

Boynton Beach Finance Department
Attn: Accounts Payable
P.O. Box 310
Boynton Beach, FL 33425

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, the person performing services, the nature of the service, the hourly rate, and the dates(s) of service. Invoices may be submitted after such services are performed; however, all services rendered before September 30th of any given year must be invoiced by September 30th of that year. Consultant shall provide a W-9 with the first invoice.

Payment shall be made only for services actually performed and completed pursuant to a duly executed Task Order and this Agreement. The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida

Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Consultant, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Consultant of liability for the defective, faulty, or incomplete rendition of the Services.

7. **TAX EXEMPT**. Prices applicable to the City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. The City will provide the Consultant with proof of tax-exempt status upon request.

8. **SOVEREIGN IMMUNITY**. Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive the City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

9. **ATTORNEY'S FEES**. If either Party brings suit to enforce the Agreement, each Party shall bear its own attorney's fees and court costs.

10. **PUBLIC RECORDS**. The City is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

    a. Keep and maintain public records required by the City to perform the service when utilizing non-City-owned equipment;

    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, Consultant shall destroy all copies of such confidential and exempt records remaining in its possession once the Consultant transfers the records in its possession to the City; and

    d. Upon completion of the contract, Consultant shall transfer to the City, at no cost to the City, all public records in Consultant's possession. All records stored electronically by Consultant must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the City's information technology systems.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

11. **DISCRIMINATORY VENDOR AND SCRUTINIZED COMPANIES LISTS; COUNTRIES OF CONCERN**. Consultant represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725,

Florida Statutes. Consultant represents and certifies that it is not, and for the duration of the Term, will not be, ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. Consultant represents that it is, and for the duration of the term will remain, in compliance with Section 286.101, Florida Statutes.

12. **E-VERIFY**. Consultant shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registering and using the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the termination date. If this Agreement is terminated for a violation of the statute by Consultant, Consultant may not be awarded a public contract for one (1) year after the date of termination.

13. **ENTITIES OF FOREIGN CONCERN**. The provisions of this section apply only if Consultant or any subconsultant will have access to an individual's personal identifying information under this Agreement. Consultant represents and certifies: (i) Consultant is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Consultant; and (iii) Consultant r is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the effective date of this Agreement, Consultant and any subconsultant that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 6. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

14. **ANTI-HUMAN TRAFFICKING**. On or before the effective date of this Agreement, Consultant shall provide City with an affidavit attesting that the Consultant does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

15. **COUNTRIES OF CONCERN**. The Consultant represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the term.

16. **PUBLIC ENTITY CRIME ACT**. Consultant represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Consultant further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Consultant has been placed on the convicted vendor list.

17. **CONTINGENCY FEE**. Consultant represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

18. **TRUTH-IN-NEGOTIATION REPRESENTATION**. Consultant's compensation under this Agreement is based upon its representations to City. Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation may be reduced by City, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to City as the basis for Consultant's compensation in this Agreement.

19. **DULY LICENSED**. Consultant represents that it is duly licensed to perform the Services under this Agreement and will continue to maintain all licenses and approvals required to conduct its business.

20. **FORCE MAJEURE**. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, epidemic, pandemic, or other public health emergency, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency (collectively, "Force Majeure Event"), the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the affected Party shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such inability to perform due to the Force Majeure Event exceeds sixty (60) consecutive days, the Party that was not prevented from performance by the Force Majeure Event has the right to terminate this Agreement upon written notice to the other Party. This section shall not supersede or preclude the exercise of any right either Party may otherwise have to terminate this Agreement.

21. **DISPUTES**. Any disputes that arise between the parties regarding the performance of this Agreement and cannot be resolved through negotiations shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

22. **TERMINATION**.

    a. **Termination for Convenience**. This Agreement may be terminated by either Party for convenience upon fourteen (14) calendar days of written notice. In this event, the Consultant shall be compensated for services performed through the termination date, including services reasonably related to termination.

    b. **Termination for Cause**. In addition to all other remedies available to the aggrieved Party, this Agreement shall be subject to cancellation by either Party for cause, should the other Party 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 thirty (30) calendar days after receipt by the defaulting Party of written notice of such neglect or failure.

    c. In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date under the payment terms contained in this Agreement. Consultant shall immediately deliver all documents, written information, electronic data, and other materials concerning City projects in its possession to the City and shall cooperate in transitioning its consulting duties to appropriate parties at the direction of the City.

    d. Upon termination, this Agreement shall have no further force or effect, and the Parties shall be relieved of all further liability hereunder, except that the provisions of this section and the provisions regarding property rights, insurance, indemnification, governing law, and litigation shall survive termination of this Agreement and remain in full force and effect.

23. **INDEMNIFICATION**. Consultant shall indemnify and hold harmless the City and its elected and appointed officers, agents, assigns and employees, consultants, separate Consultants, any of their subconsultants, or sub-subconsultants (collectively, "Indemnified Party"), from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the Indemnified Party arising out of or resulting from (A) Consultant's performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Consultant's, its agents, employees, subcontractors, subconsultants, participants, and volunteers, and (C) Consultant's failure to take out and maintain insurance as required under this Agreement. Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind

or nature against an Indemnified Party, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement. If considered necessary by the City and the City Attorney, the City may retain any sums due Consultant under this Agreement until all claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the City.

24. INSURANCE. At the time of execution of this Agreement, the Consultant shall provide the City with a copy of its Certificate of Insurance reflecting the following insurance coverage:

a. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) shall include Employer's Liability with limits of One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) each condition, and One Million Dollars ($1,000,000.00) aggregate by condition.

b. Comprehensive General Liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability shall include:

i. Premises and/or Operations on an occurrence basis.
ii. Completed Operations Liability on an occurrence basis.
iii. Broad Form Property Damage.
iv. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.

The Certificate of Insurance shall name the City of Boynton Beach and its officers, employees, and agents as additional insured.

c. Consultant shall require that each subconsultant maintains insurance coverage that adequately covers the Services provided by that subconsultant on substantially the same insurance terms and conditions required of Consultant under this article. Consultant shall ensure that all such subconsultants comply with these requirements and that "and its officers, employees, and agents as additional insured" is named as an additional insured under the subconsultants' applicable insurance policies. Consultant shall not permit any subconsultant to provide Services unless and until all applicable requirements of this article are satisfied.

25. LIMITATION OF LIABILITY. Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Consultant beyond the amount remaining due to Consultant under the Agreement, regardless of whether said liability be based in tort, contract, indemnity, or otherwise; and in no event shall City be liable to Consultant for punitive or exemplary damages or lost profits or consequential damages.

26. INDEPENDENT CONTRACTOR. The Agreement does not create an employee/employer relationship between the Parties. The Parties intend that Consultant is an independent contractor under this Agreement and shall not be considered the City's employee for any purpose. Consultant shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement

27. COMPLIANCE WITH LAWS. Consultant hereby warrants and agrees that at all times material to the Agreement, Consultant shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

28. BREACH OF REPRESENTATIONS. Consultant acknowledges that City is materially relying on the representations, warranties, and certifications of Consultant stated in its Proposal and this Agreement, and

City shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Consultant; (c) set off from any amounts due Consultant the total amount of any damage incurred; and (d) debarment of Consultant.

29. **ASSIGNMENT**. If this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered under any circumstances by Consultant, Consultant must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any company ownership change shall constitute an assignment that requires the City's approval. Notwithstanding the foregoing, Consultant may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Consultant shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

30. **NO LIEN**. The Consultant shall not at any time permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise, by any person or persons whomsoever to be filed or recorded against the City, against any City property or money due or to become due for any work done or materials furnished under this Agreement by Consultant.

31. **AGREEMENT SUBJECT TO FUNDING**. The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

32. **NON-EXCLUSIVE**. This Agreement is non-exclusive. City may retain additional entities to perform the same or similar work.

33. **REPRESENTATION OF AUTHORITY**. Consultant represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Consultant and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Consultant has with any third party or violates applicable law. Consultant further represents and warrants that execution of this Agreement is within Consultant's legal powers, and each individual executing this Agreement on behalf of Consultant is duly authorized by all necessary and appropriate action to do so on behalf of Consultant and does so with full legal authority.

34. **RIGHTS IN DOCUMENTS AND WORK**.

    a. **Ownership**. Any and all videos, photographs, documents, materials, data, or other work created by Consultant in connection with performing services, whether finished or unfinished ("Documents and Work"), shall be owned by City, and Consultant hereby transfers to City all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work.

    b. **Deliverables Upon Conclusion of Task Order**. Consultant shall deliver to the City for approval and acceptance, and before being eligible for final payment of any amounts due under any Task Order, all documents and materials prepared for the City in connection with the Task Order. All such documents and records shall be provided within a reasonable time at no additional cost. Such documents may be provided electronically.

    c. **Delivery Upon Expiration or Termination of Agreement**. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of City and shall be delivered by Consultant to City within seven (7) days after expiration or termination. Any compensation due to Consultant may be withheld until all Documents and Work are received as provided in this Agreement. Consultant shall ensure that the requirements of this section are included in all

agreements with all subconsultant(s).

d. **Reuse of Project Documents**. City may, at its option, reuse (in whole or in part) the resulting end-product or deliverables resulting from Consultant's Services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in the applicable Scope of Services for any Task Order); and Consultant agrees to such reuse in accordance with this provision.

35. **CONSULTANT'S STAFF**. Consultant will provide the key staff identified in its Proposal as long as they are in Consultant's employment. Consultant will obtain prior written approval from the City to change key staff. Consultant shall provide City with such information as necessary for City to determine the suitability of proposed new key staff. City will be reasonable in evaluating key staff qualifications. If City desires to request removal of any of Consultant's staff, City shall first meet with Consultant and provide reasonable justification for said removal; upon such reasonable justification, Consultant shall use good faith efforts to remove or reassign the staff at issue.

36. **THIRD-PARTY BENEFICIARIES**. Neither Consultant nor City intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

37. **MATERIALITY AND WAIVER OF BREACH**. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and essential to the formation of this Agreement, and each is, therefore, a material term. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of this Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

38. **COUNTERPARTS AND MULTIPLE ORIGINALS**. This Agreement may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

39. **NON-DISCRIMINATION**. Consultant and any subconsultants shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

40. **CONTROLLING PROVISIONS**. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the RFP and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the RFP; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such a manner as to avoid conflicts between the provisions of the various documents.

41. **ENTIRE AGREEMENT**. The Agreement, including the RFP, the Proposal, and the Exhibits that are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties concerning the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by a written amendment executed by the City and Consultant.

42. **SEVERABILITY**. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

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

CITY OF BOYNTON BEACH, FLORIDA

_____
Ty Penserga, Mayor

Approved as to Form:

_____
Shawna G. Lamb, City Attorney

Attested/Authenticated:

_____
Maylee DeJesus, City Clerk

CONSULTANT

_____
(Signature), Company

_____
Print Name of Authorized Official

_____
Title

(Corporate Seal)

Attest/Authenticated:

_____
(Signature), Witness

_____
Print Name

EXHIBIT A
SCOPE OF SERVICES

SAMPLE

EXHIBIT B
FORM OF TASK ORDER

CITY OF BOYNTON BEACH
_____*Continuing Consulting Services Task Order*

Consultant:
Procurement:

1. **Task/Project**. _____

2. **Agreement Reference**. This Task Order shall be performed under the terms and conditions described within the _____ Continuing Consulting Services Agreement ("Agreement"), dated _____, by and between the City of Boynton Beach and _____.

3. **Scope of Services**. The scope of services and all required deliverables under this Task Order is attached as **Exhibit A**. This Task Order is issued in accordance with Section 1(b) of the Agreement.

4. **Project Schedule**. Consultant shall deliver to the City the deliverables specified [within _____ days after the date of Notice to Proceed for such services] or [pursuant to the time periods specified in the Project Schedule included in **Exhibit A** said time periods shall commence from the date of the Notice to Proceed for such services].

5. **Compensation**. Payment for the services authorized by this Task Order shall be in accordance with Article 5 of the Agreement. The total Fee to be paid to the Consultant under this Task Order shall not exceed $_____, based on the detailed fee schedule attached as **Exhibit B**, which shall be based on the Hourly Rates established in the Agreement.

6. **Insurance**. Consultant shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the City as of the date of this Task Order.

7. **Exhibits**. All attached Exhibits are incorporated fully into this Task Order and the Agreement.

8. **Notice to Proceed**. Consultant's receipt of a fully executed copy of this Task Order and a PO issued by the City shall serve as the "Notice to Proceed" under this Task Order, effective as of the date the fully executed Task Order and PO was emailed to the Consultant.

9. **Incorporation; No Modification**. The terms and conditions of the Agreement are hereby incorporated into this Task Order. Nothing contained in this Task Order shall alter, modify, or change in any way the terms and conditions of the Agreement with the City.

CONSULTANT:

By: _____

Print Name: _____

Date: _____, 20__

CITY OF BOYNTON BEACH

By: _____
Ty Penserga, Mayor

Date: _____, 20__

Attest: _____
City Clerk

City Attorney's Office
Approved as to form and legality
By: _____

EXHIBIT C
FEE SCHEDULE / HOURLY RATES

EXHIBIT D

FEMA REQUIRED CONTRACT TERMS

The FEMA Requirements shall only modify the Contract upon the provision by the Contractor of work or services required as a result of a disaster.

The term "Contractor", as used throughout shall mean the Contractor, Provider, Consultant, Supplier, etc., as applicable with respect to the Contract or Agreement.

The term "Contract" as used throughout shall mean the underlying contract or agreement, as applicable.

FEMA Requirements. The City and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum (including Form FHWA-1273) and 2 CFR Part 200 (collectively, the **"FEMA Requirements")** shall apply. **The FEMA Requirements shall only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster.** The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

A. Contracts to receive funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

B. **In the event of a conflict between the FEMA Requirements listed in this section and other provisions of the Contract, the FEMA Requirements will govern and prevail. Only FEMA provisions applicable to the Contract shall apply.**

C. **Payment**. Payment shall be based on the unit rates/prices pursuant to the Contract Fee Schedule. The contractor shall submit invoices covering no more than a 30-day period.

D. **Remedies**.

(1) Legal Remedies. The city may enforce any breach of contract through a city-initiated lawsuit in a court of competent jurisdiction to pursue temporary or permanent injunctive relief or any other legal or equitable remedy authorized by law to cure, remove, prevent, or end a violation of any provision of this article. The City shall recover its court costs and reasonable attorneys' fees in any legal proceedings commenced to enforce the contract.

(2) Additional Remedies. In addition to any other remedies provided for in the contract or to which the City may be entitled at law or in equity, in the event of a breach or violation of the Contract by the Contractor, the Contractor shall be subject to debarment or suspension from consideration for the award of additional contracts from the City, including but not limited to contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in the City Code.

These remedies are cumulative and the use of any appropriate remedy shall not constitute an election of other remedies by the City. The use of one remedy shall not preclude the use of any other remedy. Nothing in this article shall prohibit the City from enforcing the requirements of this article by any other legal means.

E. **Termination or Suspension of Contract**.The City may, by written notice to the Contractor, suspend any or all of the City's obligations under the Contract due to the Contractor's failure to comply with applicable law or the terms of the Contract until such time as the event or condition resulting in such suspension has ceased or been corrected.

F. **Termination for Cause**. The City shall have the right to terminate the Contract for cause, in the event of a breach of the contract terms, upon five (5)-calendar days written notice to Contractor. In the event of termination, the City shall compensate the Provider for all authorized services or work satisfactorily performed through the termination date under the payment terms contained in the Contract. The City shall be liable for the payment of all portions of materials, supplies, services, and facility orders which cannot be

canceled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to the Contractor for lost profits or overhead for work, materials, or services not performed or delivered to the City. All other termination provisions in the Contract shall remain applicable.

G. **Termination for Convenience**. The City may terminate this Contract at its convenience with or without cause upon written notice of termination to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be canceled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to the Contractor for lost profits or overhead for work, materials, or services not performed or delivered to the City. All other termination provisions in the Contract shall remain applicable.

H. **Changes to Contract**. Changes to the Contract terms and conditions which are within the scope of the Contract, reasonable for completion of the contract scope, allowable under FEMA regulations, and mutually agreed, may be made part of the Contract by written amendment duly executed by City and Contractor.

I. **Equal Employment Opportunity**.
(Applicable to All FEMA Construction Contracts)

During the performance of this Contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, his contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph **(1)** and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part 11, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

J. **Civil Rights**.
(Applicable to All FEMA Contracts)

The following requirements will apply to the Contract and any sub-contracts:

(1) **Age**. In accordance with section 4 of the Age Discrimination in Employment Act of 19671 as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(2) **Disabilities**. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

K. **Davis Bacon Act and Copeland Anti-Kickback Act**.
(Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security

Grant Program, and Transit Security Grant Program construction contracts in excess of $2,000. Not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act--40 USC s. 3145)

In situations where the Davis-Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act (if applicable)

(1) The Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) The Contractor agrees to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) The Contractors will pay wages not less than once a week.

Compliance with Copeland Anti-Kickback Act

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

L. **Contract Work Hours and Safety Standards Act**.
(Applicable to all FEMA contracts in excess of $100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated

damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

M. **Rights to Inventions Made Under a Contract or Agreement**.

(Applicable if FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement". Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

N. **Clean Air Act and the Federal Water Pollution Control Act**.
(Applicable to Contracts in Excess of $150,000)

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

O. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**.
(Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

a. By signing this Addendum, the Contractor is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

e. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

f. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

g. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

P. **Certification Regarding Use of Contract Funds for Lobbying - Byrd Anti-Lobbying**.

(Byrd Anti-Lobbying (31 USC s. 1352)--Applicable to contracts in excess of $100,000. 2 CFR Part 200, Appendix II)

Contractors with contracts of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City who in turn will forward the certification(s) to FEMA.

(1) The Contractor certifies, by signing this Addendum, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by

31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

d. The Contractor also agrees that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such recipients shall certify and disclose accordingly.

e. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

P. **Procurement of Recovered Materials**.
(Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.322)

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

a. Competitively within a timeframe providing for compliance with the contract performance schedule;
b. Meeting contract performance requirements; or
c. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program,

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Q. **Compliance with Federal Law. Regulations, and Executive Orders**.
(Applicable to all FEMA contracts)

This is an acknowledgment that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives as applicable, and as amended from to time, including but not limited to:

a. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.
b. Resource Conservation and Recovery Act
c. National Historic Preservation Act
d. Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

R. **Compliance with State and Federal Reporting Requirements**. The Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

S. **Immigration and Naturalization Act**.
(Applicable to all FEMA contracts}

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a(e) [§274A(a)(1) and (e)] of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

T. **Indemnity of Funding Entities**.
(Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration), and the City and their officers, agents, employees, and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees, and subcontractors' acts or omissions associated with this Contract.

U. **Performance and Payment Bonds**.
(Applicable to all FEMA Construction Contracts}

If not already required under the Contract, and if requested by the City, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished under the contract and the payment of all subcontractors, materials, and laborers. Said bonds shall be subject to approval by the City.

V. **Materials and Supplies**.
(Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials, and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

W. **Access to Records**.
(Applicable to all FEMA contracts; OHS Standard Terms and Conditions, v. 3.0 XXV)

(1) The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

(5) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

X. **DHS Seal, Logo and Flags**.
(Applicable to all FEMA contracts; OHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the OHS seal(s), logos, crests or reproductions of flags or likenesses of OHS agency officials without specific FEMA approval.

Y. **Fraud and False or Fraudulent or Related Acts**.
(Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

Z. **No Obligation by the Federal Government**.
(Applicable to all FEMA contracts)

The Federal Government or FEMA is not a party to the Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the contract.

AA. **Additional FEMA Provisions**.
(

(1) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
(2) Copyrights and Data Rights. The Contractor grants to the City a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

BB. **Subcontracts**. (Applicable to all FEMA contracts)
To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Addendum in all subcontracts.

ATTACHMENT “A”

City of Boynton Beach
Risk Management
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 Consultant)* Thefollowing 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 orlower 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
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse		
Products-Completed Operations		
Contractual		
Independent Contractors		
Fire Legal Liability		
Professional Liability		Aggregate - $1,000,000.00
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employee	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified to be determined		

Revised 04/2021

ATTACHMENT "B"

SAMPLE PERFORMANCE EVALUATION QUESTIONNAIRE
(FOR INFORMATIONAL PURPOSES ONLY)

Instructions: Performance evaluations may be completed by the Project Manager for the following: (1) all Contracts; (2) all individual Task Orders/Work Orders. Task Orders/Work Orders/Purchase Orders with a term of six (6) months or more at a minimum, the Project Manager shall complete performance evaluations at the mid-point of the project term or at more frequent intervals as required by the Task Order/Work Order/Purchase Order **and** at the time of Task Order/Work Order/Purchase Order or Contract completion.

It is especially important for the Project Manager to contact a Procurement representative to advise of any performance issues so that Procurement can assist with efforts to bring performance back to acceptable standards. It is equally important to complete this form whenever any of the performance indicators are either "marginal" or "unsatisfactory" even when this is not within the normal review cycle. In the event the Average Rating Score is "marginal" or "unsatisfactory" even after reasonable efforts have been taken by the City to improve performance, the Project Manager shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

When completed, forward the evaluation form to Procurement. Procurement will keep track of the Average Rating Scores (Line 11) for all evaluations completed for the entire term of the Contract, Task Order, and Work Order. The completed Performance Evaluation form will be retained in Procurement and will be available as a record of current performance for use in the evaluation process of future solicitations released by the District. The completed evaluation is available to the contractor upon a Public Records request pursuant to Chapter 119, F.S.

Contract/Work Order No.	Contractor	Evaluation Period ☐ Interim ☐ Final
Project Title		If evaluating under a work order contract, specify type

Check the appropriate ratings for Lines 1 through 8.
Sum the individual ratings, by column, to produce the Individual Column Ratings on Line 9.
Sum the Individual Column Ratings in Line 9 to produce the Total Rating Score on Line 10.
Divide the Total Rating Score in Line 10 by the number 8 (the number of performance indicators in Lines 1-8) to produce the Average Rating Score in Line 11.

	Performance Indicators	**Rating** Unsatisfactory	Marginal	Satisfactory	Very Good	Exceptional
1.	Planning & Approach	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
2.	Staff Capability	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
3.	Staff Effectiveness	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
4.	Flexibility in Meeting City's Goals	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
5.	Promptness of Deliverables/Milestones/Reports	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
6.	Report and Drawings Quality	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
7.	Quality of Work Completed	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
8.	Contract Under or at Budgeted Cost and Invoicing Procedures	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
9.	Individual Column Rating (Total lines 1-8.)					
10.	Total Rating Score (Total row 9.)					
11.	Average Rating Score (Divide line 10 by the number 8.)					

In Lines 12 through 21, provide any additional detail, as deemed necessary, to support the ratings given in Lines 1 through 8 as well as any additional comments regarding Sub-consultant/sub-contractor utilization on Line 20. Additional space is available on Line 22 if needed.

12.	Current tasks completed and/or deliverables received? If no, reason:	☐ Yes ☐ No
13.	Current work completed ahead/on schedule? If no, number of days late: _____ and reason:	☐ Yes ☐ No
14.	Contract currently under/at budgeted cost? If not at budget, specify amount over $ _____ and reason:	☐ Yes ☐ No
15.	Contractor strengths:	
16.	Contractor weaknesses:	
17.	Specific problems incurred:	
18.	How may these have been prevented?	
19.	Additional comments/recommendations:	
20.	Comments on sub-contractor utilization:	
21.	**Currently recommend firm for future contracts, task orders, and/or work orders of this type? If "No" or "Possibly", an explanation must be**	☐ **Yes** ☐ **No**

Project Manager (sign)	Date	Department Administrator (sign)	Date

22. Please indicate any additional comments corresponding to Performance Indicators (Lines 1-8) on Page 1 – explain marginal/unsatisfactory performance; **if either "No" or "Possibly" apply to Question 21, an explanation must be provided here.** Additional sheets may be attached if necessary.

Number	Remarks
#	
#	

CONTRACT REVIEW/PROCUREMENT USE ONLY

Please indicate any additional comments corresponding to the numbered question on Page 1 and/or Page 2:

Number	Remarks
#	
#	

Evaluation Number/Score:	Comments:
Running Average Score:	

Procurement Representative (sign)	Date	Other Required Approval (sign)	Date

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

ADDENDUM No. 1

November 26, 2024

BD25-014R PROFESSIONAL SERVICES AGREEMENT FOR SUPPLEMENTAL BUILDING INSPECTIONS AND PLAN REVIEW SERVICES (CONSULTANT)

Closing Date: December 10, 2024, 3 P.M.

The City hereby extends the deadline for this RFP to close on December 10, 2024. We sincerely appreciate the participation of all interested parties in this solicitation.

If you have any further questions or require additional clarification, please submit them to the purchasing representative through the bidding system only by clicking on the “Submit a Question” button for this specific solicitation.

Detail by FEI/EIN Number

Florida Profit Corporation
C.A.P. GOVERNMENT, INC.

Filing Information

Document Number	K80212
FEI/EIN Number	65-0121594
Date Filed	04/10/1989
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	09/06/2006
Event Effective Date	NONE

Principal Address

343 Almeria Ave
Coral Gables, FL 33134

Changed: 01/09/2025

Mailing Address

16800 Greenspoint Park Dr.
Suite 300
Houston, TX 77060

Changed: 01/09/2025

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 12/12/2022

Address Changed: 12/12/2022

Officer/Director Detail

Name & Address

Title Secretary, Director

Bush, Heather B.
16800 Greenspoint Park Dr.
Houston, TX 77060

Title Treasurer

Fournier, Hilaire
16800 Greenspoint Park Dr.
Houston, TX 77060

Title President

Till, Shawn
16800 Greenspoint Park Dr.
Suite 300S
Houston, TX 77060

Annual Reports

Report Year	Filed Date
2023	03/06/2023
2024	01/09/2024
2025	01/09/2025

Document Images

01/09/2025 -- ANNUAL REPORT	View image in PDF format
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01/06/2020 -- ANNUAL REPORT	View image in PDF format
02/15/2019 -- ANNUAL REPORT	View image in PDF format
01/25/2018 -- ANNUAL REPORT	View image in PDF format
02/10/2017 -- ANNUAL REPORT	View image in PDF format
01/14/2016 -- ANNUAL REPORT	View image in PDF format
01/23/2015 -- ANNUAL REPORT	View image in PDF format
04/28/2014 -- ANNUAL REPORT	View image in PDF format
04/30/2013 -- ANNUAL REPORT	View image in PDF format
03/05/2012 -- ANNUAL REPORT	View image in PDF format
04/01/2011 -- ANNUAL REPORT	View image in PDF format
04/14/2010 -- ANNUAL REPORT	View image in PDF format
04/21/2009 -- ANNUAL REPORT	View image in PDF format
04/17/2008 -- ANNUAL REPORT	View image in PDF format
04/02/2007 -- ANNUAL REPORT	View image in PDF format
09/07/2006 -- ANNUAL REPORT	View image in PDF format
09/06/2006 -- Name Change	View image in PDF format
03/28/2006 -- ANNUAL REPORT	View image in PDF format

02/15/2005 -- ANNUAL REPORT	View image in PDF format
04/13/2004 -- ANNUAL REPORT	View image in PDF format
05/02/2003 -- ANNUAL REPORT	View image in PDF format
05/06/2002 -- ANNUAL REPORT	View image in PDF format
07/20/2001 -- Name Change	View image in PDF format
03/08/2001 -- ANNUAL REPORT	View image in PDF format
10/13/2000 -- Merger	View image in PDF format
03/04/2000 -- ANNUAL REPORT	View image in PDF format
04/01/1999 -- ANNUAL REPORT	View image in PDF format
04/22/1998 -- ANNUAL REPORT	View image in PDF format
04/17/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format
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Florida Department of State, Division of Corporations

Detail by Entity Name

Florida Profit Corporation
GFA INTERNATIONAL, INC.

Filing Information

Document Number	P98000089761
FEI/EIN Number	65-0874962
Date Filed	10/20/1998
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	05/07/2019
Event Effective Date	NONE

Principal Address

4205 VINELAND ROAD
SUITE L1
ORLANDO, FL 32811

Changed: 07/18/2024

Mailing Address

4205 VINELAND ROAD
SUITE L1
ORLANDO, FL 32811

Changed: 07/18/2024

Registered Agent Name & Address

COGENCY GLOBAL INC.
115 NORTH CALHOUN ST., SUITE 4
TALLAHASSEE, FL 32301

Name Changed: 09/19/2023

Address Changed: 09/19/2023

Officer/Director Detail

Name & Address

Title President

Merrick, Travis
1215 Wallace Drive
Delray Beach, FL 33444

Title VP

Danforth, Paul
1215 Wallace Drive
Delray Beach, FL 33444

Title Treasurer

LAUREN, HARJU
1215 WALLACE DR.
DELRAY BEACH, FL 33444

Title Secretary

BUTTERFIELD, BENJAMIN
1215 WALLACE DR.
DELRAY BEACH, FL 33444

Title VP

Kaub, Frederick
1215 WALLACE DR.
DELRAY BEACH, FL 33444

Annual Reports

Report Year	Filed Date
2024	02/19/2024
2024	07/18/2024
2024	09/24/2024

Document Images

09/24/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
07/18/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
02/19/2024 -- ANNUAL REPORT	View image in PDF format
09/19/2023 -- Reg. Agent Change	View image in PDF format
05/17/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
03/24/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
01/20/2023 -- ANNUAL REPORT	View image in PDF format
01/11/2022 -- ANNUAL REPORT	View image in PDF format
01/08/2021 -- ANNUAL REPORT	View image in PDF format
02/03/2020 -- Reg. Agent Change	View image in PDF format
01/16/2020 -- ANNUAL REPORT	View image in PDF format
07/15/2019 -- Reg. Agent Change	View image in PDF format
05/07/2019 -- Amended and Restated Articles	View image in PDF format
01/31/2019 -- ANNUAL REPORT	View image in PDF format

01/12/2018 -- ANNUAL REPORT	View image in PDF format
01/04/2017 -- ANNUAL REPORT	View image in PDF format
01/22/2016 -- ANNUAL REPORT	View image in PDF format
01/08/2015 -- ANNUAL REPORT	View image in PDF format
02/06/2014 -- ANNUAL REPORT	View image in PDF format
06/11/2013 -- Amendment	View image in PDF format
01/10/2013 -- ANNUAL REPORT	View image in PDF format
05/10/2012 -- Amendment	View image in PDF format
01/06/2012 -- ANNUAL REPORT	View image in PDF format
03/31/2011 -- Amendment	View image in PDF format
02/16/2011 -- ANNUAL REPORT	View image in PDF format
02/23/2010 -- ANNUAL REPORT	View image in PDF format
01/15/2009 -- ANNUAL REPORT	View image in PDF format
02/06/2008 -- ANNUAL REPORT	View image in PDF format
11/09/2007 -- Amendment and Name Change	View image in PDF format
10/10/2007 -- Amendment	View image in PDF format
01/19/2007 -- ANNUAL REPORT	View image in PDF format
03/01/2006 -- ANNUAL REPORT	View image in PDF format
01/21/2005 -- ANNUAL REPORT	View image in PDF format
02/03/2004 -- ANNUAL REPORT	View image in PDF format
01/15/2003 -- ANNUAL REPORT	View image in PDF format
10/10/2002 -- Name Change	View image in PDF format
09/16/2002 -- ANNUAL REPORT	View image in PDF format
05/28/2002 -- ANNUAL REPORT	View image in PDF format
10/15/2001 -- ANNUAL REPORT	View image in PDF format
02/21/2001 -- ANNUAL REPORT	View image in PDF format
02/14/2000 -- ANNUAL REPORT	View image in PDF format
03/01/1999 -- ANNUAL REPORT	View image in PDF format
10/30/1998 -- Amendment	View image in PDF format
10/20/1998 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

Detail by FEI/EIN Number

Florida Profit Corporation
CALVIN, GIORDANO & ASSOCIATES, INC.

Filing Information

Document Number	M17373
FEI/EIN Number	65-0013869
Date Filed	06/27/1985
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	03/21/2001
Event Effective Date	NONE

Principal Address

1800 Eller Drive
Ste 600
Fort Lauderdale, FL 33316

Changed: 02/29/2024

Mailing Address

1800 Eller Drive
Ste 600
Fort Lauderdale, FL 33316

Changed: 02/29/2024

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 02/12/2018

Address Changed: 02/12/2018

Officer/Director Detail

Name & Address

Title President and Chief Executive Officer

Giordano, Chris J.
1800 Eller Drive
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Fort Lauderdale, FL 33316

Title Vice President of Operations

Martinetti, Jenna
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Fort Lauderdale, FL 33316

Title Assistant Secretary

Hopkins, Dawn
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Title Vice President of Operations

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Title Vice President of Operations and Assistant Secretary

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Fort Lauderdale, FL 33316

Title Assistant Secretary

Aiken, Michelle
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Ste 600
Fort Lauderdale, FL 33316

Title Vice President and Secretary

Burke, Elizabeth
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Ste 600
Fort Lauderdale, FL 33316

Title Vice President and Treasurer

Haynes, Daniel J.
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Ste 600

Fort Lauderdale, FL 33316

Title Director

McCurdie, Michael C.
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Ste 600
Fort Lauderdale, FL 33316

Title Director

Schlachet, Loren J.
1800 Eller Drive
Ste 600
Fort Lauderdale, FL 33316

Title CFO

Bell, Dave
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Ste 600
Fort Lauderdale, FL 33316

Title Director

Burke, Elizabeth
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Ste 600
Fort Lauderdale, FL 33316

Title Director

Causley, Michael T.
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Ste 600
Fort Lauderdale, FL 33316

Title Chairman of the Board

Eblin, Michael
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Ste 600
Fort Lauderdale, FL 33316

Title Vice President of Operations

Feoli, Gianno
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Ste 600
Fort Lauderdale, FL 33316

Title Director

Giordano, Chris J.
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Ste 600
Fort Lauderdale, FL 33316

Title VP

Schlachet, Loren J.
1800 Eller Drive
Ste 600
Fort Lauderdale, FL 33316

Title VP

Stambaugh, David
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Ste 600
Fort Lauderdale, FL 33316

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2024	02/29/2024

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02/21/2008 -- ANNUAL REPORT	View image in PDF format
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01/20/2006 -- ANNUAL REPORT	View image in PDF format
01/19/2005 -- ANNUAL REPORT	View image in PDF format
07/02/2004 -- ANNUAL REPORT	View image in PDF format
01/27/2003 -- ANNUAL REPORT	View image in PDF format
03/13/2002 -- ANNUAL REPORT	View image in PDF format
04/02/2001 -- ANNUAL REPORT	View image in PDF format
03/20/2001 -- Amendment	View image in PDF format
03/02/2000 -- ANNUAL REPORT	View image in PDF format
02/24/1999 -- ANNUAL REPORT	View image in PDF format
01/27/1998 -- ANNUAL REPORT	View image in PDF format
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Florida Department of State, Division of Corporations

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/ 4/2025

Proposed Resolution No. R25-044- Award Invitation to Bid No. UTL 25-002 for West Water Treatment Plant Water Quality Laboratory Renovation to East Coast Construction Group, Inc., and approve the Agreement between the City and East Coast Construction Group, Inc. in the amount of $1,898,290 with an additional 10% contingency in the amount of $189,829 for staff-authorized change orders to address unforeseen conditions, bringing the total not-to-exceed contract and purchase order amount to $2,088,119. Additionally, approve a budget transfer to allocate sufficient funding for this project.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-044.

Explanation of Request:

On December 10, 2024, bids were received for the West Water Treatment Plant Water Quality Laboratory Renovation project, Bid No. UTL 25-002. A total of three (3) bids were submitted, accepted, and evaluated. The total bid amounts ranged from $1,898,290 to $2,578,744.76, with East Cost Construction Group, Inc. identified as the lowest bidder at $1,898,290.

Based on the review and evaluation of all the documents provided, project experience qualifications criteria, and terms established in the Bid Documents, East Coast Construction Group, Inc.'s bid was found acceptable and meets the minimum requirements for this project.

Consequently, City staff recommends awarding the contract to East Coast Construction Group, Inc., the lowest, most responsive, responsible, and qualified bidder, for $1,898,290.

How will this affect city programs or services?

The Water Quality Laboratory at the West Water Treatment Plant requires significant interior improvements and upgrades to ensure continued proper operation and compliance with current codes and City standards. The existing air conditioning system and components have reached the end of their useful life and must be replaced. Additionally, the facility's rooms and equipment are in poor condition, exhibiting wear and corrosion. The planned upgrades will include the replacement of lighting, walls, flooring, and ceilings, along with mechanical, electrical, and plumbing (MEP) work necessary to accommodate a redesigned layout on both

the first and second floors. These improvements are essential to maintaining the laboratory's ability to support water quality testing and ensure the uninterrupted delivery of safe and reliable water services to the community.

The scope of work includes the furnishing of all labor, materials, and equipment required to complete the project in accordance with the contract documents. The contractor will provide all necessary resources, including labor, supervision, tools, plant power, light, heat, fuel, water, and appliances, to perform the work in a manner that promotes rapid construction while prioritizing safety and minimizing disruptions to City services. The contractor will also repair or restore any structures or property that may be damaged during the project and maintain the worksite throughout construction until the project is complete and accepted.

Additionally, the contractor will provide and maintain modern tools and equipment that are proven efficient to ensure satisfactory and acceptable work performance. Incidental work not specified in the contract will be included in the overall project cost, with no additional payments. This comprehensive approach ensures that all aspects of the project are addressed efficiently and effectively, minimizing any adverse impact on City programs and maintaining the high standards expected of City facilities.

Budgeted Item: Yes

Account Line Item and Description:

Acct # 403-5000-535.-65.02– Project WT1605 --- $150,000 Budgeted, and $1,819,079 rolled over for a new budget of $1,969,079.

Budget Transfer Required from Acct # 403-5000-535-65.02 – Project WT2406 in the amount of $144,040.

Fiscal Impact:

The total authorized funding for the construction phase of this project, including 10% contingency is $2,088,119.

Funding is available in the Utilities CIP account 403.5000.533.-65.02, Project WT1605 in the amount of $1,969,079.

A budget transfer will need to be approved and completed to fund the construction of the project, we will also transfer funds ($25,000) to cover any permit costs.

Budget transfer of $144,040.00 from WT2406 account 403-5000-535.-65.02 to WT1605 account 403-5000-535.-65.02.

Attachments:
R25-044 Agenda_Item_2676-2025_Resolution_for_ITB_East_Coast_Construction_Group.docx
Exhibit A to Reso - UTL25-002 East Coast Executed Contract.pdf
East Coast Construction Bid-UTL25-002.pdf
Bid Analysis Compliance Check UTL25-002.pdf
Cost Analysis UTL25-002.pdf
UTL25-002 WWTP Quality Lab Renovations - REVISED 12.9.24.pdf

RESOLUTION NO. R25-044

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AWARDING INVITATION TO BID NO. UTL 25-002 FOR WEST WATER TREATMENT PLANT WATER QUALITY LABORATORY RENOVATION TO EAST COAST CONSTRUCTION GROUP, INC.; APPROVING AGREEMENT BETWEEN THE CITY AND THE AWARDED VENDOR; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Water Quality Laboratory at the City West Water Treatment Plant ("Plant") requires significant interior improvements and upgrades to ensure continued proper operation and compliance with current codes and City standards; and

WHEREAS, the Plant's existing air conditioning system and components have reached the end of their useful life and require replacement, and the Plant's facility rooms and equipment are in poor condition, showing wear and corrosion; and

WHEREAS, the Plant requires upgrades in the form of replacement of lighting, walls, flooring, and ceilings, including mechanical, electrical, and plumbing work necessary to accommodate a redesigned layout on both the first and second floors; and

WHEREAS, the improvements to the Plant are essential to maintaining the laboratory's ability to support water quality testing and to ensure the uninterrupted delivery of safe and reliable water services to the community; and

WHEREAS, the scope of the work necessary for the improvements includes the furnishing of all labor, materials, and equipment required to complete the project rapidly, safely, and in a manner that minimizes disruptions to City services; and

WHEREAS, on December 10, 2024, three (3) bids were received for the West Water Treatment Plant Water Quality Laboratory Renovation project, in reference to Invitation to Bid No. UTL 25-002; and

WHEREAS, upon review and evaluation of the three submitted bids, East Coast Construction Group, Inc. was the lowest bidder and was found acceptable to meet the minimum requirements for the project; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to award Invitation to Bid No. UTL 25-002 for the

renovation of the Plant to East Coast Construction Group, Inc., and approve Agreements between the City and the awarded Vendor.

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, does hereby award Invitation to Bid No. UTL 25-002 for the renovation of the Plant to East Coast Construction Group, Inc.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve the Agreement between East Coast Construction Group, Inc. and the City for Invitation to Bid No. UTL 25-002 for the renovation of the Plant, in form and substance similar to that attached as Exhibit A.

SECTION 4. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement and this Resolution.

SECTION 5. The City Clerk shall retain the fully executed Agreement as a public record of the City. A copy of the fully executed Agreement shall be provided to Eduardo Garcia to forward to the Vendor.

SECTION 6. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

CONSTRUCTION CONTRACT
WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION

THIS AGREEMENT is entered into by and between the CITY OF BOYNTON BEACH, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Ave., Boynton Beach, FL 33435, hereinafter referred to as "CITY", and East Coast Construction Group, Inc. a corporation authorized to do business in the State of Florida, with a business address of 7700 Congress Avenue Ste 1139, Boca Raton, FL 33487, hereinafter referred to as the "CONTRACTOR".

WHEREAS, the CITY has selected the CONTRACTOR to perform construction services related to the West Water Treatment Plant – Water Quality Laboratory Renovation Project; and,

WHEREAS, at its meeting of February 4, 2025, by Resolution No. _____, the CITY Commission approved this award to CONTRACTOR and authorized the proper CITY officials to execute this Agreement hereinafter referred to as Contract No.: **UTL25-002** and used interchangeably with "Contract".

NOW, THEREFORE, CITY and VENDOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. SCOPE OF WORK. VENDOR shall furnish all labor, materials, equipment, services, and incidents necessary to perform all "WORK" described in the Contract Documents (as defined in Article 8 below) and related thereto for the Project.

Article 2. CONSULTANT. Shall mean the CITY of Boynton Beach / West Architecture + Design, LLC ("CONSULTANT"), which has designed the Project and will assume all duties and responsibilities and will have the rights and authority assigned to CONSULTANT in connection with the completion of the WORK in accordance with the Contract Documents.

Article 3. CONTRACT TIME; TERMINATION; LIQUIDATED DAMAGES.

3.1. **Contract Time.** The WORK will be substantially completed within **(210) [two hundred ten]** calendar days from the effective date of this Agreement, 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. **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing fourteen (14) business days of written notice to VENDOR for such termination. In the event of termination, VENDOR shall be paid its compensation for services performed until the termination date, including services reasonably related to termination. In the event that VENDOR abandons this Agreement or causes it to be terminated, VENDOR shall indemnify CITY against loss pertaining to this termination.

3.3. **Termination for Cause**. In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should VENDOR 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 VENDOR of written notice of such neglect or failure.

3.4. **Liquidated Damages.** The CITY and VENDOR 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 VENDOR to perform in a timely manner, but neither one has been capable of ascertaining such damages with certainty. CITY and VENDOR 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 VENDOR agree that as liquidated damages for delay (but not as a penalty) VENDOR shall pay the CITY, [**One Thousand Two Hundred**] Dollars (**$1,200.00**) for each day of that expires after the time specified in paragraphs 3.1 for substantial completion until the WORK is substantially complete. After Substantial Completion, if VENDOR shall neglect, refuse or fail to complete the remaining WORK within the Contract Time or any proper extension thereof granted by the CITY, VENDOR shall pay CITY [**Three Hundred**] Dollars [**$300.00**] for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

CITY shall pay VENDOR, for the 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 Million Eight Hundred Ninety-Eight Thousand Two Hundred Ninety Dollars and Zero Cents	**$ 1,898,290.00**
(Written)	**(Numerical)**

Contingency Funds – ALL CONTIGENCY SUMS ARE CITY'S CONTINGENCY AND REMAIN THE CITY'S PROPERTY UNTIL EXPENSE IS APPROVED. The Contract price shall not include any contingency amounts. If the Contract or schedule of bid prices includes an agreed sum as a contingency, such amount is identified solely for budget purposes and remains the CITY's funds. The CITY may approve the use of contingency funds only to defray the expenses due to unforeseen conditions, extra work, and circumstances relating to construction unless otherwise agreed. Such contingency funds are not for use by the CONTRACTOR to cover shortfalls in the CONTRACTOR's bid amount and not for use by the CITY to increase the scope of work.

CONTRACTOR shall obtain prior written approval from the CITY prior to the expenditure of contingency funds, and CONTRACTOR will be required to furnish documentation evidencing expenditures charged to contingency and/or allowances prior to the release of such funds by CITY. All uncommitted contingency funds remain the funds of the CITY.

CONTINGENCY. CITY and CONTRACTOR agree the Project budget shall include CITY's contingency, which shall be utilized as outlined above. **The Contingency shall be up to ten percent (10%) or One Hundred Eighty-Nine Thousand Eight Hundred Twenty-Nine Dollars and Zero Cents ($ 189,829.00) to account for any unforeseen conditions only approved by the City Manager or designee.**

Article 5. PAYMENT PROCEDURES.

VENDOR 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.

1.1 Progress Payments. VENDOR 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.

1.2 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.

1.3 VENDOR shall submit with each Application for Payment, an 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 VENDOR within thirty (30) days after approval by the CITY of VENDOR'S Application for Payment and submission of an acceptable updated progress schedule.

1.4 Five percent (5) of all monies earned by the VENDOR shall be retained by the CITY until Final Completion of the construction services purchased (defined as that point at which one hundred (100) percent of the construction of the work as defined in the Contract Schedule of Values has been performed under the contract by the VENDOR) has been reached and acceptance by CITY.

1.5 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 VENDOR.
c. Failure of VENDOR to make payments properly to SUBCONTRACTORS or for material or labor.
d. Damage to another VENDOR not remedied.
e. Liquidated damages and costs incurred by the CITY for extended construction administration.

When the above grounds are removed or resolved or VENDOR 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.

1.6 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**.

1.7 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

Article 6. <u>RETAINAGE.</u>

Within 30 calendar days after reaching the earlier of substantial completion or beneficial occupancy, the City/Owner and the Vendor will inspect the work and develop a punch list covering those items required to render complete, satisfactory, and acceptable construction services purchased by the City/Owner. The punch list will include a schedule of values that provides the estimated cost to complete each item on the punch list. If the City/Owner and Vendor are unable to agree on an item or value, the City/Owner has final discretion whether to include an item and the amount for valuation of the cost to complete each item on the punch list. Within 20 business days after the creation of the punch list, the remaining contract balance, including retainage, will be paid to the Vendor less an amount equal to 150 percent of the cost to complete the items on the punch list. Upon reaching final acceptance for an item or all items, the 150 percent withheld for each item will be released with final payment. For projects valued at $10 million or more, the 30-calendar day period may be extended to 45 days.

Article 7. <u>CONTRACTOR GUARANTEE.</u>

VENDOR 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 VENDOR, 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 8. CONTRACT DOCUMENTS.

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

8.1 Request for Bid

8.2 Instructions to Proposers / Bidders

8.3 Proposal Forms (including the Proposal, Schedule(s), Submission Requirements of Proposer / Bidder, and all required certificates, affidavits, and other documentation)

8.4 Construction Contract

8.5 VENDOR's Bid Bond, Performance, and Payment Bond

8.6 General Conditions for Construction

8.7 Special Terms and Conditions

8.8 City Construction Standards and Details (available online at:

https://www.boynton-beach.org/691/Utilities-Engineering-Division

https://www.boynton-beach.org/engineering/new-construction-department- public-works-engineering-division

8.9 Appendix A – West Architecture + Design LLC – Architecture Demo Plans

8.10 Appendix B – Air Flow Consultants LLC – Hood Plans H1-H5

8.11 Appendix C – Warren J Von Werne, PE – Structural Framing Plan S-1

8.12 Appendix D – Berlin Consulting Inc. – MEP Plans

ARTICLE 9. NOTICE: All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to CITY shall be mailed to:

Daniel Dugger, City Manager City
of Boynton Beach
100 East Ocean Ave,
Boynton Beach, FL 33435
Telephone No. (561) 742-6000

And if sent to the VENDOR shall be mailed to:

East Coast Construction Group, Inc.
Att: Anthony Virzi
7700 Congress Avenue Ste 1139
Boca Raton, FL 33487
Telephone #: (561) 245-5044
Email: avirzi@eccbuilders.com

Article 10. INDEMNITY.

10.1 The VENDOR shall indemnify and hold harmless the CITY and its officers, employees, agents, instrumentalities, and the State of Florida, Division of Emergency Management from liability, losses or damages, including attorneys' fees and costs of defense through the conclusion of any appeals, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of or resulting from the negligence, recklessness, or intentional wrongful misconduct of VENDOR, its employees, agents,

partners, principals or subcontractors during the term of this Agreement or resulting thereafter. The VENDOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The VENDOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the VENDOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

10.2 VENDOR's aggregate liability pursuant to this indemnification provision shall not exceed one and one-half (1 1/2) times the contract price or One Million Dollars ($1,000,000) per occurrence, whichever is greater.

10.3 Upon completion of all services, obligations, and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

10.4 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of VENDOR.

10.5 Nothing contained herein is intended nor shall be construed as a contractual waiver of the CITY's rights, limits, and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time, nor a waiver of any defense the CITY may have and shall not be construed as consent to be sued by third parties based on any claims arising under this Contract. VENDOR and CITY agree that any liability of the CITY under this Contract shall be limited to the amounts set forth in Sec. 728.68, Florida Statutes.

Article 11. REIMBURSEMENT OF CONSULTANT EXPENSES.

Should the completion of this Contract be delayed beyond the specified or adjusted time limit, VENDOR 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 the VENDOR and be deducted from payments due VENDOR 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 12. FLORIDA'S PUBLIC RECORDS LAW.

The CITY is a public agency subject to Chapter 119, Florida Statutes. The VENDOR shall comply with Florida's Public Records Law. Specifically, the VENDOR shall:

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

12.2 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;

12.3 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 contract term and, following completion of the contract, VENDOR shall destroy all copies of such confidential and exempt records remaining in its possession once the VENDOR transfers the records in its possession to the CITY; and,

12.4 Upon completion of the contract, VENDOR shall transfer to the CITY, at no cost to the CITY, all public records in VENDOR's possession. All records stored electronically by VENDOR 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.

12.5 **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

CITY CLERK'S OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA 33435
561-742-606
CityClerk@bbfl.us

Article 13. E-VERIFY.

1.1 VENDOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

1.1.1 Definitions for this Section:

A. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for a salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

B. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for a salary, wages, or other remuneration.

C. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

1.1.2 Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E- Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be

considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Article 14. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S. 287.05701.

VENDOR is hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the CITY will not request documentation of or consider VENDOR's social, political, or ideological interests when determining if the VENDOR is a responsible contractor. VENDOR is further notified that the CITY's governing body may not give preference to a Vendor based on the VENDOR's social, political, or ideological interests.

Article 15. SCRUTINIZED COMPANIES.

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

Article 16. COVENANT AGAINST CONTINGENT FEES.

The VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the VENDOR, to solicit or secure this Agreement, and that VENDOR has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the VENDOR any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Article 17. TRUTH IN NEGOTIATION CERTIFICATE.

A. Execution of this Agreement by the VENDOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged to the VENDOR's most favored customer for the same or substantially similar service.

B. The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside vendors. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

Article 18. ENTITIES OF FOREIGN CONCERN.

The provisions of this section apply only if Vendor or any subcontractor will have access to an individual's personal identifying information under this Agreement. Vendor represents and certifies:

(i) Vendor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Vendor; and (iii) Vendor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. Prior to Vendor and any subcontractor having access to personal identifying information pursuant to this Agreement, Vendor and any subcontractor shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

Article 19. ANTI-HUMAN TRAFFICKING.

On or before the Effective Date of this Agreement, VENDOR shall provide CITY with an affidavit attesting that the VENDOR does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

Article 20. MISCELLANEOUS.

20.1 Any and all legal action necessary to enforce the terms of this Agreement shall be governed by the laws of the State of Florida. Any legal action arising from the terms of this Agreement shall be submitted to a court of competent jurisdiction located exclusively in Palm Beach County.

20.2 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.

20.3 City and VENDOR each bind 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.

20.4 In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

20.5 Prior to final payment of the amount due under the terms of this Agreement, to the extent permitted by law, a final waiver of lien shall be required to be submitted by the VENDOR, as well as all suppliers and subcontractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by VENDOR shall release City from all claims of liability by VENDOR in connection with this Agreement.

20.6 At all times during the performance of this Agreement, VENDOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

20.7 It shall be the VENDOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations, and requirements of all local, city, state, and federal agencies as applicable.

20.8 This Agreement represents the entire and integrated agreement between City and VENDOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement is intended by the parties hereto to be the final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the solicitation, and the VENDOR's bid proposal, this Agreement shall govern

then the solicitation, and then the bid proposal.

20.9 U.S. Produced Iron and Steel. VENDOR shall comply with the requirements of Section 255.0993, Florida Statutes, which requires any iron or steel product permanently incorporated in the project must be produced in the United States.

20.10 Waiver of Chapter 558, Florida Statutes. Pursuant to Section 558.005(1), VENDOR and CITY agree to opt out of the requirements of Chapter 558, Florida Statutes.

20.11 This Agreement will take effect once signed by both parties. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

Article 21. DEFAULT OF CONTRACT & REMEDIES.

21.1 **Correction of Work.** If, in the judgment of CITY, work provided by VENDOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that VENDOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

21.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by VENDOR:

21.2.1 The abandonment of the project by VENDOR for a period of more than seven (7) business days.

21.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the CITY's designee.

21.2.3 The failure by VENDOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by VENDOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to VENDOR; provided, however, that if the nature of VENDOR's default is such that more than seven (7) days are reasonably required for its cure, then VENDOR shall not be deemed to be in default if VENDOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

21.2.4 The assignment and/or transfer of this Agreement or execution or attachment thereon by VENDOR or any other party in a manner not expressly permitted hereunder.

21.2.5 The making by VENDOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against VENDOR of a petition to have VENDOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against VENDOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of VENDOR's assets, or for VENDOR's interest in this Agreement, where possession is not restored to VENDOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of VENDOR's assets, or for VENDOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

21.3 **Remedies in Default.** In case of default by VENDOR, CITY shall notify VENDOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct VENDOR to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by

CITY, CITY may declare a default of the Agreement and notify VENDOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of VENDOR and proceed to perform services under the Agreement, at its own cost and expense.

21.3.1 Upon such declaration of default, all payments remaining due VENDOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the VENDOR had the VENDOR continued to perform the services under the Agreement.

21.3.2 CITY may complete the Agreement, or any part thereof, either by day labor, use of a subcontractor, or by re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to VENDOR and/or the Surety together with the costs incident thereto to such default.

21.3.3 In the event CITY completes the Agreement at a lesser cost than would have been payable to VENDOR under this Agreement, if the same had been fulfilled by VENDOR, CITY shall retain such differences. Should such cost to CITY be greater, VENDOR shall pay the amount of such excess to the CITY.

21.3.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by VENDOR fails to meet reasonable standards of the trade after CITY gives written notice to the VENDOR of the deficiencies as set forth in the written notice within thirty calendar (30) days after the receipt by VENDOR of such notice from CITY.

SIGNATURE PAGE FOLLOWS

"This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts, whether signed physically or electronically, which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes."

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

CITY OF BOYNTON BEACH

_____

Ty Penserga, Mayor

Date:_____

EAST COAST CONSTRUCTION GROUP, INC.

President

(Signature), East Coast Construction Group, Inc.

Anthony Virzi

Print Name of Authorized Official

President

Title

1/22/25

Date

(Corporate Seal)

Attest/Authenticated:

Thomas Virzi - V.P.

Witness

Thomas VIRZI

Print Name

Approved as to Form:

_____

Shawna G. Lamb, Office of the City Attorney

Attested/Authenticated:

_____

Maylee De Jesus, City Clerk

UTL25-002 - West Water Treatment Plant - Water Quality Laboratory Renovation

Opening Date: October 16, 2024 9:05 AM

Closing Date: December 10, 2024 2:30 PM

Vendor Details

Company Name:	East Coast Construction Group, Inc.
Does your company conduct business under any other name? If yes, please state:	No
Address:	7700 Congress Avenue Suite 1139 Boca Raton, Florida 33487
Contact:	Anthony Virzi
Email:	avirzi@eccbuilders.com
Phone:	561-245-5044
Fax:	561-245-5044
HST#:	32-0539732

Submission Details

Created On:	Wednesday December 04, 2024 07:58:14
Submitted On:	Tuesday December 10, 2024 13:47:05
Submitted By:	Anthony Virzi
Email:	avirzi@eccbuilders.com
Transaction #:	53a8a8c2-fedd-4fd3-a144-19937e47431a
Submitter's IP Address:	12.189.247.46

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "**MANDATORY**" field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank.Do not enter a $0.00 dollar value.

BID PROPOSAL - West Water Treatment Plant - Water Quality Laboratory Renovation

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for **"WEST WATER TREATMENT PLANT - WATER QUALITY LABORATORY RENOVATION"**.

ITEM No. 2 - SC01025 Section 1.09.A - Indemnification - **PLEASE ENTER $25.00**

PERMIT FEES ALLOWANCE - TOTAL ALLOWANCE OF $50,000

ITEM NO.	SC01025 Section	DESCRIPTION	EST QTY	UNIT	UNIT PRICE *	VALUE	
1	1.09.A	Mobilization /Demobilization, Bonds, Insurance, General Requirements, and As-Built Record Drawings. Contractor shall be limited to a maximum of six percent (6%) of the total bid price.	1	LS	$108,965.0000	$ 108,965.00	*
2	1.09.A	Indemnification	1	LS	$25.0000	$ 25.00	*
3	1.09.B	Demolition of existing elevator cab finishes, see plans.	1	LS	$1,500.0000	$ 1,500.00	*
4	1.09.B	Demolition of existing partitions, see plans.	1	LS	$13,500.0000	$ 13,500.00	*
5	1.09.B	Demolition of existing floor, wall, and ceiling finishes, see plans.	1	LS	$22,000.0000	$ 22,000.00	*
6	1.09.B	Removal of existing light fixtures, see plans.	1	LS	$3,500.0000	$ 3,500.00	*
7	1.09.B	Removal of existing plumbing fixtures in laboratories, in lunch room, and in second-floor restrooms, see plans.	1	LS	$6,500.0000	$ 6,500.00	*
8	1.09.B	Removal of existing railing and stair finishes, see plans.	1	LS	$8,500.0000	$ 8,500.00	*
9	1.09.B	Removal of existing equipment, see plans.	1	LS	$19,850.0000	$ 19,850.00	*
10	1.09.C	Allowance for concrete floors in bathrooms to accept new construction.	1	LS	$10,000.0000	$ 10,000.00	*
11	1.09.D	Allowance to stiffen existing joist for new rooftop equipment.	1	LS	$45,000.0000	$ 45,000.00	*
12	1.09.E	Installation of new stair railing, see plans.	1	LS	$41,000.0000	$ 41,000.00	*
13	1.09.F	Installation of door frames, doors, and hardware, see plans.	1	LS	$9,500.0000	$ 9,500.00	*
14	1.09.G	Installation of new under-counter cabinets, upper cabinets, and countertops, see plans.	1	LS	$90,000.0000	$ 90,000.00	*
15	1.09.H	Installation of wall and ceiling insulation, see plans.	1	LS	$12,950.0000	$ 12,950.00	*

16	1.09.I	Patch and repair existing roof due to removal and addition of roof equipment, see plans.	1	LS	$85,000.0000	$ 85,000.00	*
17	1.09.J	Steel frames, HM doors, and hardware, see plans.	1	LS	$40,500.0000	$ 40,500.00	*
18	1.09.K	F & I Gypsum board, stud, furring, backboard, and finish per plans.	1	LS	$49,000.0000	$ 49,000.00	*
19	1.09.K	Patch and repair existing partition walls due to renovations, see plans.	1	LS	$19,000.0000	$ 19,000.00	*
20	1.09.L	F & I ceiling grid and tile per plans.	1	LS	$31,000.0000	$ 31,000.00	*
21	1.09.M	Vinyl tile, for floor and stair finishes, see plans.	1	LS	$71,000.0000	$ 71,000.00	*
22	1.09.N	Second-floor restroom floor and wall finish tile, see plans.	1	LS	$13,000.0000	$ 13,000.00	*
23	1.09.O	Ceiling and wall coating per plans.	1	LS	$23,000.0000	$ 23,000.00	*
24	1.09.O	Doors, frames, and trim paint coating per plans.	1	LS	$11,000.0000	$ 11,000.00	*
25	1.09.O	Repairing existing wall partitions.	1	LS	$3,000.0000	$ 3,000.00	*
26	1.09.P	F & I Typical room signage.	1	LS	$24,000.0000	$ 24,000.00	*
27	1.09.Q	Restroom accessories, see plans.	1	LS	$18,000.0000	$ 18,000.00	*
28	1.09.R	F & I equipment, see plans.	1	LS	$179,000.0000	$ 179,000.00	*
29	1.09.S	F & I elevator cab finishes, see plans.	1	LS	$55,000.0000	$ 55,000.00	*
30	1.09.T	Restroom fixtures, see plans.	1	LS	$18,000.0000	$ 18,000.00	*
31	1.09.T	Laboratory sinks, see plans.	1	LS	$29,000.0000	$ 29,000.00	*
32	1.09.T	Eyewash/Shower, see plans.	1	LS	$7,500.0000	$ 7,500.00	*
33	1.09.T	Drinking fountain, see plans.	1	LS	$6,000.0000	$ 6,000.00	*
34	1.09.T	Acid waste & gas lines, see plans.	1	LS	$81,500.0000	$ 81,500.00	*
35	1.09.U	Diffusers, grilles, ductwork, and new HVAC equipment for the new system, see plans.	1	LS	$375,000.0000	$ 375,000.00	*
36	1.09.U	New Hood system, see plans.	1	LS	$35,000.0000	$ 35,000.00	*
37	1.09.V	Allowance, see plans.	1	LS	$235,000.0000	$ 235,000.00	*
38	1.09.W	Allowance per opening, see plans.	1	LS	$35,000.0000	$ 35,000.00	*
39	1.09.X	Allowance, see plans.	1	LS	$50,000.0000	$ 50,000.00	*
40	1.09.Y	Fire Extinguishers, see plans.	1	LS	$5,000.0000	$ 5,000.00	*
41	1.09.Y	Fire caulk and patch.	1	LS	$7,000.0000	$ 7,000.00	*
					Subtotal:	$ 1,898,290.00	

Summary Table

Bid Form	Amount
BID PROPOSAL - West Water Treatment Plant - Water Quality Laboratory Renovation	$ 1,898,290.00
Subtotal Contract Amount:	$ 1,898,290.00

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 to make it an official part of with your Proposal responses

Description	Response *	Comments	
Is your company a Minority Owned business?	No		
Please select the appropriate response	Not Applicable		
Do you possess a certification qualifying your business as a Minority Owned business?	No		
Issuing organization name	Input response in comments box to the right	Not Applicable	*
Date of Issuance	Input response in comments box to the right	Not Applicable	*

Letter of Interest

The Letter of Interest shall summarizes the Bidder's primary qualifications and a firm commitment to provide the proposed services.

Line Item	Description	Response *
1	The Letter of Interest shall summarize the Proposer's primary qualifications and a firm commitment to provide the proposed services.	Dear City of Boynton Beach Procurement Department, We are pleased to submit this letter of interest to express East Coast Construction Group, Inc.'s firm commitment to providing exceptional commercial construction services. As a legacy company founded by Thomas Virzi in 1985 and now led by President Anthony Virzi, we bring decades of experience and a proven track record of success to every project we undertake. East Coast Construction Group specializes in commercial construction with particular expertise in managing complex renovation projects that require uninterrupted operations. Our extensive experience includes: The Soup Kitchen - Boynton Beach: A 3,000-square-foot expansion of a fully operational facility, completed without disrupting daily food services or public assistance programs. Town of Palm Beach Public Works Facility: Currently underway, this major renovation involves 4,000 square feet of building space, with the majority of the structure remaining occupied and operational throughout construction. These projects exemplify our ability to maintain seamless functionality for our clients while delivering high-quality construction results. Our approach is rooted in meticulous planning, innovative problem-solving, and close collaboration with stakeholders to ensure that every project meets or exceeds expectations. At East Coast Construction Group, our legacy of excellence and commitment to client satisfaction positions us as an ideal partner for your Laboratory Renovation. We look forward to the opportunity to leverage our expertise to bring your vision to life. Thank you for considering East Coast Construction Group, Inc. for your construction needs. Sincerely, Anthony Virzi President East Coast Construction Group, Inc.

References

In order to be considered for this project, the Vendor must submit a **valid General Contractors license** and have successfully completed a **minimum of three (3) Laboratory Renovation projects or 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.

The City is interested in learning about other firms' or government agencies' experiences with your company; as such**, please do not list the City of Boynton as a reference.**

Contact persons must be informed that they are being used as a reference and that the City or their designee will be contacting them for information. Selection Committee Members or designee will email and or call each reference up to three (3) times. If there is no answer after the third attempt, the City will apply no points toward the evaluation criteria.

***Note the City will not attempt to correct any of the supplied contact information, it is the responsibility of the Proposer to supply correct reference contact information.**

If the proposer cannot satisfy the requirements for similar work, the City may reject the bid.

Description	**Reference 1 - Completed or In Progress** *	**Reference 2 - Completed or In Progress** *	**Reference 3 - Completed or In Progress** *	**Reference 4 - Completed or In Progress**
Name of Firm:	Town of Palm Beach	The Soup Kitchen - Boynton Beach	Dandelight Yoga Studio - Delray Beach	Delray Energy Partners
Scope of Work:	Renovation to the Town of Palm Beach Public Works Facility	Renovation and Addition to the Existing Structure while maintaining daily operation and service to the public.	Interior Tenant Fitout	Interior Tenant Fitout - Top Floor of Fully Occupied Commercial Building
Project Location:	951 Old Okeechobee Road, West Palm Beach, FL	8655 W Boynton Beach Blvd., Boynton Beach, FL	324 NE 3rd Avenue, 3rd Floor, Delray Beach, FL	324 NE 3rd Avenue, 4th Floor, Delray Beach, FL
Project Lead/Manager:	Mike Roach	Marlene Mejia	Julia Kochajewska	Tim Sherwood
Cost of Service:	$1,576,435.00	$885,887.00	$634,567.00	$488,213.50
Start Date of Service:	July 2024	December 2021	August 2022	December 2023
End Date of Service:	March 2025	July 2022	June 2023	June 2024
Contact Person:	Mike Roach	Marlene Mejia	Julia Kochajewska	Tim Sherwood
Title:	Project Engineer	CEO	Owner	Owners Representative
Email:	mroach@townofpalmbeach.com	tskmarlene@gmail.com	mail@dandelight.com	tsherwood@clarencecapitalpartners.com
Phone #:	561-838-5440	561-523-7339	561-706-9707	646-737-4012

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

Subcontractors

The Bidder proposes the following major subcontractors for the major areas of work for the Project. The Bidder is further notified that all subcontractors 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 subcontractors, if required.

Owner reserves the right to reject any subcontractors 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 subcontractors in order to make a determination as to the foregoing.

☐

By clicking here I confirm that there are no Subcontractor(s)/Subconsultant(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Name	Address	Scope of work	License No.	Contract Amount	Percentage (%) of Contract
5S Plumbing LLC	7396 W 15th Court, Hialeah, FL 33014	Plumbing	Lic#CFC1431695	$ 142,000.00	8
A Class Heating and Cooling	19591 NE 10th Ave Bldg 3 , Suite E Miami, FL 33179	Mechanical HVAC and Exhaust Systems	Lic#CAC1818699	$ 410,000.00	21
ASED - Electrical	10208 NW 47th ST Sunrise, FL	Electrical	Lic# EC 13009593	$ 243,000.00	13

Documents

Ensure your submission document(s) conforms to the following:

Documents should NOT have a security password, as City of Boynton Beach may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by City of Boynton Beach.

If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

DOCUMENTS THAT

MUST ACCOMPANY PROPOSAL

IN ORDER FOR SUBMITTAL

TO BE CONSIDERED

COMPLETE AND ACCEPTABLE

Bids or Proposals may be found non-responsive if the Vendor fails to provide the information requested in the Invitation to Bid/Request for Qualifications/Request for Proposals; fails to utilize or complete the required forms; provide incomplete, indefinite, or ambiguous responses; fails to comply with applicable deadlines; provides improper or undated signatures; or provide information that is false, misleading, or exaggerated.

- Bid Form & Bid Bond Documents - Bid Form - East Coast Construction Group.pdf - Thursday December 05, 2024 23:44:19
- Bidder's Qualification Statement - Bidders Qualification Statement - East Coast Construction Group.pdf - Wednesday December 04, 2024 16:40:57
- Anti-Kickback Affidavit & Non-Collusion Affidavit of Proposer - Anti-Kickback Affidavit - East Coast Construction Group.pdf - Wednesday December 04, 2024 16:41:53
- Certification Pursuant to Florida Statute § 287.135 - Certification Persuant to FS 287.135 - East Coast Construction Group.pdf - Wednesday December 04, 2024 16:42:01
- Warranties - Warranties - East Coast Construction Group.pdf - Wednesday December 04, 2024 16:42:12
- Bonding Capacity - Bonding Capacity - East Coast Construction Group.pdf - Wednesday December 04, 2024 16:42:21
- Certificates, Licenses (General Contractor License), Business Permits, and W-9 - Certified General Contractor License - East Coast Construction Group.pdf - Wednesday December 04, 2024 16:43:05
- E-Verify Form Under Section § 448.095 Florida Statutes - E Verify Form - East Coast Construction Group.pdf - Wednesday December 04, 2024 16:43:16
- Affidavit of Compliance with Foreign Entity Laws - Affidavit of Compliance Foreign Entity Laws - East Coast Construction Group.pdf - Wednesday December 04, 2024 16:43:28
- Affidavit of Compliance with Anti-Human Trafficking Laws - Affidavit of Compliance Anti Human Trafficking Laws - East Coast Construction Group.pdf - Wednesday December 04, 2024 16:43:41
- Additional Document - Sample COI - East Coast Construction Group.pdf - Wednesday December 04, 2024 16:43:51

Bonding Upload Section

Refer to Bid Document

ATTENTION ALL INTERESTED BIDDERS:

All Vendors are required to submit a five percent (5%) Bid Bond with the Bid Form or the Bid shall be rejected as non-responsive. A one hundred percent (100%) Payment and Performance Bond is required upon notification by the City of the awarded Contract to the selected firm.

No bids may be withdrawn for a period of ninety (90) days after the Bid opening. Bids must be accompanied by an acceptable 5% Bid Bond, cash, certified check, or money order. Said bid bond is to be furnished and executed by a surety company of recognized standing, authorized to do business in the State of Florida, and having a Registered Agent in Florida. The bid bond amount shall be 5% of the bid price and shall constitute a guarantee that the Vendor, if awarded the contract, will enter into a written contract with the City to perform this work pursuant to the bid.

- Bid Bond - Bid Bond Documents - East Coast Construction Group.pdf - Thursday December 05, 2024 23:33:03

SPECIAL CONDITIONS

PURPOSE: The purpose of this bid is to seek the services of a qualified Vendor for the renovations of the first and second floor of the West Water Treatment Plant, including mechanical, electrical, plumbing, and minor structural work.

AWARD: Successful Vendor awarded shall ensure that proper and sufficient staff, equipment, organization, materials, references, and past performance, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

The City further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of the City to award the bid to the lowest bidder or any bidder. The City reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of the City. The City shall be the sole judge of the bids and the City's decision shall be final.

INSURANCE: It shall be the responsibility of the successful Vendor to maintain workers' compensation insurance, property damage, liability insurance, and vehicular liability insurance, during the time any of the vendor's personnel are working on the City of Boynton Beach property. The vendor shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida, and the City will not accept any company that has a rating less than B+ in accordance to A.M. Best's Key Rating Guide, latest edition.

PERFORMANCE WARRANTY: The vendor shall guarantee all work, equipment, and materials included in the services against any defects in workmanship; and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon the date of acceptance, inspection, and approval by the City Representative only. If the vendor is notified in writing of a deficiency in the work provided, within one year from completion of the work, the vendor shall, at the City's option, re-perform the work in question at no additional cost to the City, or refund the City the original charges for the work in question, including the difference in cost if any, to re-perform the work if completed by another vendor.

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 ITB 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
P.O. Box 310
Boynton Beach, FL 33425-0310
Email: Utilitiesfinance@bbfl.us ; AP@bbfl.us

All invoices submitted shall consist of 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 Vendor shall re-submit a corrected invoice to the City for processing.

- It will be the sole responsibility of the Vendor to properly dispose of all construction debris at an authorized landfill and all incurred costs shall be borne by the Vendor.
- All work areas must meet safety requirements for pedestrian and vehicular traffic and must be left in a clean and orderly manner. All grass areas and/or private property that are damaged while work area is under construction shall be restored as found by the Vendor prior to leaving the work areas after completion of work. It is recommended that the Vendor keep a before

and after picture history, at no cost to the City, should any questions arise and be made available to the Project Manager if needed.

- All work must meet or exceed the State of Florida Department of Transportation Applicable Standards including the Florida Building Code and City of Boynton Beach Standards.
- The supervision of the execution of this Contract is vested wholly in the Project Manager or his representative, and the orders of the City Commission and/or Utilities Director are to be given through him. The instructions of the Project Manager or his representative are to be strictly and promptly followed in every case. The Vendor may designate a foreman or other representative to receive such instructions in his absence, and failing to do so, he will be held responsible for the execution of any instructions it may be necessary to give in his absence. The Project Manager or his representative is to have free access to the materials and the work at all times for laying out, measuring, inspecting, or oversight of the same, and the Vendor is to afford him all necessary facilities and assistance for so doing.
- To prevent all disputes and litigation, it is agreed by the parties hereto that the Utilities Director or City representative shall decide all questions, difficulties, and disputes of any nature which may arise relative to the interpretation of the specifications, construction, prosecution and fulfillment of the contract and task orders, and as to the character, quality, amount and value of any work done and materials furnished under or by reason of the Contract, and his estimates and decisions upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.
- Time is an essential element of the contract and as delay in the execution of work will inconvenience and possibly endanger the public, obstruct traffic, and interfere with business, it is important that once work commences at any site, it be carried through to completion without delays or suspension of operations unless deemed to be necessary by the Project Manager or Inspector.
- In the event any delays or suspension of operations occur, the City reserves the right to hire off-duty police, erect barricades, or take whatever actions are necessary to provide for the safety of the site. All costs involved in doing so shall be just claims against the Vendor or the Vendor's Performance and Payment Bond. By submitting a bid, the Vendor agrees to the conditions as stated above.

PLANS AND SPECIFICATIONS: The specifications and all other documentation that make up and constitute the contract shall be followed in strict accordance with work, material, and dimensions except when the Utilities Project Manager may authorize an exception in writing. Measurement discrepancies shall be decided upon by the Utilities Project Manager or his representative and the Vendor shall not proceed when in doubt as to any dimension or measurement.

PERFORMANCE OF WORK:

a. The Vendor will furnish a qualified Superintendent who will be present at all times while work is being performed, and shall be authorized to act for the Vendor. The Vendor shall maintain sufficient plant, equipment, and labor on the job site to meet the requirements of the work.
b. Equipment shall be kept in a satisfactory operating condition and capable of safely and efficiently performing the work. All operations shall be subject to inspection by the Utilities Project Manager or his representative at all times. The Vendor shall submit for approval by the Utilities Project manager or his representative a description of the type of materials and equipment to be used; and to the method of procedure to be used in the performance of the work.
c. It is expressly understood that the Vendor is in all respects an independent Vendor for this work, notwithstanding that under certain conditions, he is bound to follow the directions of the Utilities Project Manager or his representative, and is in no respect an agent, servant or employee of the City.

RESTORATION OF PROPERTY: Property, public or private, if damaged during construction or removed for the convenience of the work, shall be repaired or replaced at the expense of the Vendor in a manner acceptable to the Utilities Project Manager prior to the final acceptance of the work. Such facilities shall include but are not limited to: signalization equipment and miscellaneous hardware removed from the construction site, driveways, walkways, walls, fences, mailboxes, sod, landscaping, irrigation systems, footings, or underground utilities.

DELAYS:

a. If the Vendor should be delayed in the progress of the work included in the Contract by unforeseeable causes beyond his control, the time for completion of the work may be extended by the Utilities Project Manager or his representative. Requests for extensions of time must be submitted in writing to the Utilities Project Manager or his representative within seven (7) days from the Vendor's knowledge of a delay. Vendor shall not receive any compensation for additional time required to complete the work as a result of any delay.
b. The Vendor shall assume all risks resulting from delays except that should the City, by act or omission, intentionally and without reason, cause delays that result in actual loss to the Vendor. Reimbursement thereof may be adjusted and allowed by the City only after being notified in writing by the Vendor at the time of the delay and after being given an opportunity to verify such money losses as they occur. No payment or adjustment will be allowed to the Vendor as reimbursement for any other delays whatsoever, regardless of by what or by whom caused, even though by other Vendors on the same work, or by times,

seasons, or weather, other than amounts provided in the Contract for payment which shall be understood to include and cover all risks due to delays except as stated in the foregoing.

c. If the Vendor fails to start the work within the time specified, and if the City should nevertheless permit the Vendor to continue and complete the same without an official extension of time in writing, such permission shall not modify nor waive any liability of the Vendor for damages arising from non-completion of work within the time limit, but all such liabilities shall be subject to continuation in full force against the Vendor.
d. Liability of the Vendor will include any claim by any person for bodily or property damage after the Notice to Proceed was given for the requested work.

MATERIALS:

a. The Vendor shall provide the services of all workmen, mechanics, tradesmen, and other employees trained and skilled in their various occupations and all materials and equipment. The request for work to be performed will require the Vendor to supply all labor, equipment, materials, and work incidental to, or described or implied as incidental to, the construction included under this Contract, notwithstanding any omission in the drawings or specifications.
b. Wherever not explicitly described, materials and workmanship of every kind shall be in keeping with industry standards. The Vendor shall perform his work in proper sequence to the work of other Vendors and to acts or operations of the City and shall properly join his work to existing or new construction.
c. All materials and every process and operation of manufacture, construction, and erection shall be subject to inspection at all times, and the Utilities Project Manager or his representatives and their representatives shall have free access to all parts of the work of construction and erection. The Vendor shall remove, reconstruct, replace, and make good, as may be directed, without charge, any defective work. Oversight or error or judgment of inspectors, or previous acceptance, shall not relieve the Vendor from the obligation to make good defects whenever discovered.

U.S. PRODUCED IRON AND STEEL:

Work must comply with the requirements of Section 255.0993, Florida Statutes, which requires any iron or steel product permanently incorporated in the project must be produced in the United States.

FINAL CLEAN-UP:

Upon completion of the work specified herein, and before acceptance of any part thereof, and any payment made to include final payment, the Vendor shall remove from the site completed all machinery, equipment surplus, and discarded materials and temporary structures. The disposal of all materials, rubbish, and construction debris shall be made at a legal disposal site or by other manner if prior approval is granted by the Project Manager. Materials cleared from the site and deposited on the adjacent or nearby property will not be considered as having been disposed of properly.

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services, and construction, as more specifically set out and in accordance with the solicitation, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.

2. This Bid is made without any connections, knowledge, comparison of figures, or arrangements with any other company, firm, or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.

3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the solicitation which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.

4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or One Hundred Twenty (120) Calendar Days, whichever event first occurs, the amount of the Bid Bond accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.

5. I/WE acknowledge and agree that any issued Addendum/Addenda forms part of the solicitation.

6. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

Palm Beach County Inspector General Acknowledgement

The Consultant 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 Consultant Agreement, and in furtherance thereof may demand and obtain records and testimony from the Consultant and its sub-consultants and lower tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its subconsultants or lower tier sub-consultants 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.

Confirmation of Drug Free Workplace

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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.

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.

Give each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under submittal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or- plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

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.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Anthony Virzi, President , East Coast Construction Group, Inc.
The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum No. 5 - UTL25-002 West Water Treatment Plant - Water Quality Laboratory Renovations Mon December 9 2024 09:35 AM	☑	5
Addendum No. 4 - UTL25-002 West Water Treatment Plant - Water Quality Laboratory Renovations Fri December 6 2024 01:31 PM	☑	1
Addendum No. 3 - UTL25-002 West Water Treatment Plant - Water Quality Laboratory Renovations Wed December 4 2024 01:36 PM	☑	30
Addendum No. 2 - UTL25-002 West Water Treatment Plant - Water Quality Laboratory Renovations Fri November 8 2024 03:01 PM	☑	6
Addendum No. 1 - UTL25-002 West Water Treatment Plant - Water Quality Laboratory Renovations Thu October 24 2024 06:36 PM	☑	1

BID FORM

WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION

BID No.: UTL25-002

TO BE COMPLETED AND UPLOADED ONLINE

The City of Boynton Beach is seeking the services of a qualified Vendor to furnish, install and provide all labor to complete the City's project known as **WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION PROJECT.**

Submitted By: East Coast Construction Group Inc Date: 12-6-2024
(VENDOR)

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 **Vendor must** submit a **valid General Contractors license** and have successfully completed a minimum of three **(3) Laboratory Renovation projects or similar scope and complexity over the past five (5) years,** in the State of Florida, and must be able to document the required experience upon request.

1. The undersigned VENDOR 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 acceptable for ninety (90) days after the day of Bid opening. VENDOR 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, VENDOR represents, as more fully set forth in the Contract, that

   a. VENDOR has examined the Bid Documents, including addenda.

   Receipt of all of which is hereby acknowledged;

   b. VENDOR 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. VENDOR 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 VENDOR.

4. VENDOR 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 check and certified to be correct. Such Bid Prices are fixed and firm and shall be paid to VENDOR for the successful completion of its obligation as specified in the Bid Documents.

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5. VENDOR agrees that the WORK will be substantially completed within **210** 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. VENDOR 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: Anthony Virzi
Business Address: 7700 Congress Ave, Ste 1139
City, State, Zip Code: Boca Raton, FL 33487
Business Phone Number: 561-245-5044
Email Address: avirzi@ecckbuilders.com
Cell Phone Number: 561-239-3074

8. Other pertinent information is as follows:

License Number (Please attach copy): CGC 1525184
Federal Tax ID#: 32-0539732
Federal Employment ID#: _____

Submitted on this 6th day of December, 2024

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

Signature of BIDDER: _____

By: _____

b. (If a corporation)

(Affix Seal)

Signature of BIDDER: Anthony Virzi President

By: Anthony Virzi

Attested by Secretary: Anthony Secy

Incorporated under the laws of the State of Florida.

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BID BOND

WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION

BID No.: UTL25-002

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS, that East Coast Construction Group Inc.

as Principal, and Great American 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 Amount Bid Dollars ($5% of Amount Bid) 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 November 15, 2024, for:

(WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION)

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.

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IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 15th day of November , 2024 , 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:

East Coast Construction Group Inc.
Name of Firm

WITNESS:

Thomas Virzi

Signature of Authorized Officer (affixed seal)

President
Title

7700 Congress Avenue
Business Address

Boca Raton , FL 33487
City and State

SURETY:

Great American Insurance Company
Corporate Surety

WITNESS:

Alexia Rivas

Attorney-in-Fact (affix seal) Jarrett Merlucci

301 E. Fourth Street
Business Address

Cincinnati, OH 45202
City and State

Acrisure
Name of Local Insurance Agency

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CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Secretary (corporate seal)

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared by means of X physical presence or ___online notarization Jarrett Merlucci to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the Great American Insurance Company and that he has been authorized by Great American Insurance Company to execute the foregoing bond on behalf of the Principal named therein in favor for the Owner, the City of Boynton Beach.

DANIA GOGERTY
MY COMMISSION # HH 480337
EXPIRES: October 15, 2026

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GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FIVE

No. 0 20705

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
CHARLES J. NIELSON	ALL OF	ALL
CHARLES D. NIELSON	MIAMI LAKES, FLORIDA	$100,000,000
MARY C. ACEVES		
DAVID R. HOOVER		
JARRETT MERLUCCI		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9TH day of DECEMBER , 2021 .

Attest GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 9TH day of DECEMBER , 2021 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 15th day of November , 2024 .

Assistant Secretary

BIDDER'S QUALIFICATION STATEMENT
WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION
BID No.: UTL25-002

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted By:
Name: Thomas Vizzi - VP
Address: 770
City, State, Zip: _____
Telephone No.: 561-245-5044
Email Address.: tvizzi

Check One	
Corporation	✓
Partnership	
Individual	
Other	

1. State the true, exact, correct, and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Vendor is: East Coast Construction Group Inc

   The address of the principal place of business is: 770

2. If Vendor is a corporation, answer the following:

   a. Date of Incorporation: July 10, 2017
   b. State of Incorporation: Florida
   c. President's name: Anthony Vizzi
   d. Vice President's name: Thomas Vizzi
   e. Secretary's name: Anthony Vizzi
   f. Treasurer's name: _____
   g. Name and address of Resident Agent: _____

3. If Vendor is an individual or a partnership, answer the following:

   a. Date of organization: _____

   b. Name, address, and ownership units of all partners:

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c. State whether general or limited partnership: _____

4. What is the last project of this nature that you have completed?
Town of Palm Beach - Public Works Facility

5. If Vendor is other than an individual, corporation, or partnership, describe the organization and give the name and address of principals:

6. If Vendor is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

7. How many years has your organization been in business under its present business name?
7 years

Under what other former names has your organization operated?

8. Have you ever failed to complete work awarded to you. If so, when, where, and why?
NO

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).
See Resumes. Anthony Vitali - President
Thomas Vitali - Vice President

10. Indicate registration, License Numbers, or Certificate Numbers for the business or professions, which are the subject of this Bid. Attach Certificate of Competency and or State Registration.
CAC License Attached

11. Will you sublet any part of this WORK? If so, give details.
Yes, we will subcontract portions of the work

12. State the name and address of the Attorney, if any, for the business.

13. State the names and addresses of all businesses and/or individuals who own and have an interest of more than five percent (5%) of the Vendor's business and indicate the percentage owned by each such business and/or individual:
Anthony Vitali - 100%

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14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by the Vendor: None

15. Has the Vendor or any principals of the Firm failed to qualify as a responsible Vendor, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? If yes, please explain below: NO

16. What will be your turnaround time for written responses to the City's inquires? usually 5 business days OR sooner

17. Is the financial statement submitted with your bid (if applicable) for the identical organization name for Question #1?
YES ☒ NO ☐

18. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

19. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Vendor, 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 Vendor 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 in which the dispute arose, and a description of the subject matter of the dispute.

21. Is the Vendor currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify in detail the circumstances and prospects for resolution. NO

22. Bank References (include name, job title, address, and telephone number of contact person) – Minimum [1]
South State Bank, Nisa Rodriguez, Asst V.P, 561-826-9706
1515 N. Federal Highway, Ste 100, Boca Raton 33432

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

		Revenue Index Number
a.	Government Related Work	5
b.	Non-Governmental Related Work	5
	Total Work (a +b):	3,400,000.00

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Services Revenue Index Number

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

24. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule. Procore Document Management Software

25. Provide a description of quality assurance/quality control management methods. Project Executive Oversee, Compliance Administration, P.M., Superintendent

The VENDOR 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 VENDOR to be true. The discovery of any omission or misstatement that materially affects the VENDOR'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 VENDOR 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. VENDOR hereby indemnifies the CITY and persons or entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

(Signed) Thomas Virzi

(Title) Vice President

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☑ online notarization, this 4th day of December, 2024 by Thomas Virzi, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me

This 4th day of December, 2024.

Notary Public (Signature)

My Commission Expires: 09/30/26

ANTHONY FICHERA
Notary Public - State of Florida
Commission # HH 288609
My Comm. Expires Sep 30, 2026
Bonded through National Notary Assn.

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ANTI-KICKBACK AFFIDAVIT

WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION

BID No.: UTL25-002

TO BE COMPLETED AND UPLOADED ONLINE

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 or gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____
NAME - SIGNATURE

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, this 4th day of December, 2024, by Thomas Virzi, who is personally known to me or who has produced _____ as identification.

Sworn and subscribed before me
this 4th day of December, 2024

Printed Information:

Thomas Virzi
NAME

Vice Pres
TITLE

East Coast Construction Group Inc
COMPANY

_____
NOTARY PUBLIC, State of Florida
at Large

ANTHONY FICHERA
Notary Public - State of Florida
Commission # HH 288609
My Comm. Expires Sep 30, 2026
Bonded through National Notary Assn.

"OFFICIAL NOTARY SEAL" STAMP

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NON-COLLUSION AFFIDAVIT OF PROPOSER
WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION
BID No.: UTL25-002

TO BE COMPLETED AND UPLOADED ONLINE

State of Florida)
County of Palm Beach)

_____, being first duly sworn, deposes and says that:

1) He is Vice President of Bear Cat Construction Group the Vendor that
(Title) (Name of Corporation or Integrator)
has submitted the attached Bid:

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

3) By signing and submitting this bid, the Vendor certifies that this bid is made independently and free from collusion;

4) Further, the said Vendor 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 Vendor, integrator 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 Vendor, integrator or person to fix the price or prices in the attached Bid or of any other Vendor, or to fix any overhead, profit or cost element of the Bid price or the Bid price of other Vendor 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 Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6) Vendor shall disclose below, to their best knowledge, any City of Boynton Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1)(c), Florida Statutes, who is an officer of director or, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any City of Boynton Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the Vendor, or if they otherwise stand to personally gain if the contract is awarded to this Vendor.

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7) Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the VENDOR does not indicate any names, the CITY shall interpret this to mean that the VENDOR has indicated that no such relationships exist. Failure of a VENDOR to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	RELATIONSHIP

Witnesses:

X Anthony Virzi
Typed name:

X Anthony Fichera
Typed name:

VENDOR:

Signed: Thomas Virzi - VP

Name: Thomas Virzi

Title: Vice President

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, this 4th day of December, 2024, by Thomas Virzi, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me

This 4th day of December, 2024

ANTHONY FICHERA
Notary Public - State of Florida
Commission # HH 288609
My Comm. Expires Sep 30, 2026
Bonded through National Notary Assn.

Notary Public (Signature)

My Commission Expires: 09/30/26

(Signed) Anthony Fichera

(Title) Notary

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NON-COLLUSION AFFIDAVIT OF PROPOSER
WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION
BID No.: UTL25-002

TO BE COMPLETED AND UPLOADED ONLINE

State of Florida)
County of Palm Beach)

_____, being first duly sworn, deposes and says that:

1) He is Vice President of Bear Coast Construction Group, the Vendor that (Title) (Name of Corporation or Integrator) has submitted the attached Bid:

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

3) By signing and submitting this bid, the Vendor certifies that this bid is made independently and free from collusion;

4) Further, the said Vendor 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 Vendor, integrator 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 Vendor, integrator or person to fix the price or prices in the attached Bid or of any other Vendor, or to fix any overhead, profit or cost element of the Bid price or the Bid price of other Vendor 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 Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6) Vendor shall disclose below, to their best knowledge, any City of Boynton Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1)(c), Florida Statutes, who is an officer of director or, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any City of Boynton Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the Vendor, or if they otherwise stand to personally gain if the contract is awarded to this Vendor.

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7) Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the VENDOR does not indicate any names, the CITY shall interpret this to mean that the VENDOR has indicated that no such relationships exist. Failure of a VENDOR to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	RELATIONSHIP

Witnesses:

X Anthony Virzi
Typed name:

X Anthony Fiebiger
Typed name:

VENDOR:

Signed: Thomas Virzi - VP

Name: Thomas Virzi

Title: Vice President

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, this 4th day of December, 2024, by Thomas Virzi, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 4th day of December, 20 24

Notary Public (Signature)

My Commission Expires: 09/30/26

(Signed)_____

(Title)_____

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TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION

BID No.: UTL25-002

TO BE COMPLETED AND UPLOADED ONLINE

I, Thomas Vest - Vice Pres, on behalf of East Coast Construction certify

Print Name and Title Company Name

that East Coast Construction does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Consultant of the City's determination concerning the false certification. The Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

1) Contracting with companies for goods or services if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with

activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

East Coast Construction Group — COMPANY NAME

Thomas Virzi · VP — SIGNATURE

Thomas Virzi — PRINT NAME

Vice President — TITLE

12-4-2024 — DATE

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, this 4th day of December, 2024 by Thomas Virzi, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 4th day of December, 2024

ANTHONY FICHERA
Notary Public - State of Florida
Commission # HH 288609
My Comm. Expires Sep 30, 2026
Bonded through National Notary Assn.

Notary Public (Signature)

09/30/26
My Commission Expires:

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TO BE CONSIDERED COMPLETE AND ACCEPTABLE

WARRANTIES

WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION

BID No.: UTL25-002

TO BE COMPLETED AND UPLOADED ONLINE

In consideration of, and to induce the Award of **THE CITY OF BOYNTON BEACH, FLORIDA,** Construction Contract described in these Bid Documents, the Vendor represents and warrants to the City of Boynton Beach, Florida:

/ 1. The Vendor is financially solvent and sufficiently experienced and competent to perform all of the work required of the Vendor in the Construction Contract; and

/ 2. That the facts stated in the Vendor's Bid and information given the Vendor pursuant to the request or proposal for Bids, instructions to Vendors and Specifications are true and correct in all respects; and

/ 3. That the Vendor has read and complied with all of the requirements set forth in the request for Bids, instructions to Vendors and Specifications; and

/ 4. That the Vendor 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 Vendor 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 Vendor 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 Vendor notice that the materials failed to fulfill the warranty; such notice shall state in what respect the materials have failed to fulfill the warranty, whereupon the Vendor 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 Vendor 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 Vendor has products liability and completed operations insurance, in minimum amounts of One Million ($1,000,000.00) Dollars for property damage and One Million ($1,000,000.00) Dollars for personal injury as shown on the

Certificates of such Insurance attached hereto, and the Vendor agrees to keep such insurance coverage during the period of this Warranty; and

10. That it is an express condition of this Warranty that the item(s) hereby warranted shall be operated and maintained by the City in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the Vendor, and in accordance with the Vendor'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 Vendor 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 Vendor 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 4 day of December, 2024

(SEAL)

VENDOR:

X By _____

ATTEST:

X _____
Secretary

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NHC NIELSON, HOOVER & COMPANY

ACRISURE AGENCY PARTNER

April 7, 2022

East Coast Construction Group Inc.
7700 Congress Avenue, Suite 1139
Boca Raton, FL 33487

RE: East Coast Construction Group Inc.

To Whom It May Concern:

This is to advise you that our office provides Performance & Payment Bonds for East Coast Construction Group Inc. Their Surety is Great American Insurance Company, which carries an A.M. Best Rating of A+ XV and is listed in the department of the Treasury's Federal Register.

Based upon normal and standard underwriting at the time of the request, we should be in a position to provide Performance and Payment Bonds in the amount of $2,000,000 for single projects and $4,000,000 total aggregate. It must be understood; however, that we reserve the right to review all contractual documents prior to final commitment to issue any bonds.

East Coast Construction Group Inc.is an excellent contractor and we hold them in high regard. We feel extremely confident in them and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client.

Sincerely,

Jarrett Merlucci
Resident Agent

15050 NW 79th Court
Suite 200
Miami Lakes, FL 33016
P: 305.722.2663
F: 305.558.9650
W: nielsonbonds.com

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

VIRZI, ANTHONY

EAST COAST CONSTRUCTION GROUP, INC.
7700 CONGRESS AVENUE
SUITE 1139
BOCA RATON FL 33487

LICENSE NUMBER: CGC1525184

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/17/2024

Do not alter this document in any form.

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

1818

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
East Coast Construction Group Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
7100 Congress Ave, Ste 1139

Requester's name and address (optional)

6 City, state, and ZIP code
Boca Raton, FL 33487

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
32-0539732

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] - V.P | **Date** ▶ 7/15/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF BOYNTON BEACH
E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES
TO BE COMPLETED AND UPLOADED ONLINE

Project Name: **WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION**

Solicitation No.: **UTL25-002**

1. Definitions:

"CONTRACTOR" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "CONTRACTOR" includes, but is not limited to, a vendor or consultant.

"SUB-CONTRACTOR" means a person or entity that provides labor, supplies, or services to or for a CONTRACTOR or another SUB-CONTRACTOR in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, CONTRACTORS, shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. CONTRACTOR shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

   a) All persons employed by a CONTRACTOR to perform employment duties within Florida during the term of the contract; and

   b) All persons (including sub-vendors/sub-consultants/sub-CONTRACTORS) assigned by CONTRACTOR to perform work pursuant to the contract with the City of Boynton Beach. The CONTRACTOR acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

   c) Should vendor become the successful CONTRACTOR awarded for the above-named project, by entering into the contract, the CONTRACTOR shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all SUB-CONTRACTORS to provide an affidavit attesting that the SUB-CONTRACTOR does not employ, contract with, or subcontract with, an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

   a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

   b) If the City has a good faith belief that a SUB-CONTRACTOR knowingly violated s. 448.095 (2), but the CONTRACTOR otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the SUB-CONTRACTOR.

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c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:	East Coast Construction Group Inc
Authorized Signature:	Thomas Virzi - VP
Print Name:	Thomas Virzi
Title	V.P.
Date:	12-4-2024
Phone:	561-245-5044

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 4th day of December, 2024, by Thomas Virzi on behalf of East Coast Construction Group Inc. He/she is personally known to me or has produced _____ as identification.

ANTHONY FICHERA
Notary Public - State of Florida
Commission # HH 288609
My Comm. Expires Sep 30, 2026
Bonded through National Notary Assn.

NOTARY PUBLIC

Anthony Fichera
(Name of Notary Typed, Printed or Stamped)

Title or Rank

Serial number, if any

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AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION

BID No.: UTL25-002

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

/ 1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

/ 2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: §287.138(2)(b), Florida Statutes)

/ 3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: 12-4, 2024

Entity: East Coast Construction Group Inc

Signed: Thomas Virzi VP

Name: Thomas Virzi

Title: Vice Pres

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, this 4th day of December, 2024, by Thomas Virzi, as VP for East Coast Construction Group, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature:

Print Name: Anthony Fichera

State of Florida at Large (Seal)

ANTHONY FICHERA
Notary Public - State of Florida
Commission # HH 288609
My Comm. Expires Sep 30, 2026
Bonded through National Notary Assn.

My commission expires: 09/30/26

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AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION

BID No.: UTL25-002

TO BE COMPLETED AND UPLOADED ONLINE

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: 4TH DECEMBER, 2024

Entity: East Coast Construction Group

Signed: Thomas Virzi VP

Name: Thomas Virzi

Title: Vice President

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☑ online notarization, this 4th day of December, 2024, by Thomas Virzi, as VP for East Coast Construction Group, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: Anthony Fichera

ANTHONY FICHERA
Notary Public - State of Florida
Commission # HH 288609
My Comm. Expires Sep 30, 2026
Bonded through National Notary Assn.

My commission expires: 09/30/26

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CERTIFICATE AND AFFIDAVIT FOR BONDS

TO: CITY OF BOYNTON BEACH COMMISSIONERS

RE: Bid Number: UTL25-002

VENDOR: East Coast Construction Group Inc.

Name: _____

Address: 7700 Congress Avenue, Suite 1139

City/ State: Boca Raton, FL ZIP: 33487

Phone: 516-807-2801

Bond Amount: _____

SURETY BOND COMPANY:

Name: Great American Insurance Company

Address: 301 E. Fourth Street

City/ State: Cincinnati, OH ZIP: 45202

Phone: 513-369-5000

This is to certify that in accordance with 287.0935, Florida Statutes the insurer named above:

1. Is licensed to do business in Florida, holds a certificate of authority authorizing it to write surety bonds in the state of Florida, and is otherwise in compliance with the provisions of the Florida Insurance Code;
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.

12/17/2024
Date

Agent and Attorney-in-Fact
Jarrett Merlucci, FL Resident Agent
and Attorney-in-Fact

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GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FIVE

No. 0 20705

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
CHARLES J. NIELSON	ALL OF	ALL
CHARLES D. NIELSON	MIAMI LAKES, FLORIDA	$100,000,000
MARY C. ACEVES		
DAVID R. HOOVER		
JARRETT MERLUCCI		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9TH day of DECEMBER , 2021 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 9TH day of DECEMBER , 2021 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 17th day of December , 2024 .

Assistant Secretary

EASTCOA-38 ARIZZON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/7/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Alessandra Rizzon	
Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	PHONE (A/C, No, Ext): (239) 261-3646	FAX (A/C, No):
	E-MAIL ADDRESS: ARizzon@acrisure.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Clear Blue Specialty Insurance Company	37745
INSURED East Coast Construction Group Inc 7700 Congress Avenue Suite 1139 Boca Raton, FL 33487	INSURER B : Amherst Specialty Insurance Company	17565
	INSURER C : ICW Group Insurance Companies	
	INSURER D : Lloyd's	
	INSURER E :	
	INSURER F :	

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			AR01-RS-2408703-00	8/27/2024	8/27/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						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:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			AH04-RSC-240000143-00	8/27/2024	8/27/2025	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A		WFL 5080882 00	11/8/2024	11/8/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N						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
D	Pollution Liability			CPL0051200	8/27/2024	8/27/2025	Retention: $10,000	1,000,000

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

Ref.: West Water Treatment Plant, Laboratory Renovation, Boynton Beach

Certificate Holder is included as Additional Insured on a Primary and Non-Contributory basis in regard to General Liability for ongoing and completed operations, including Waiver of Subrogation when required by written contract.

CERTIFICATE HOLDER

City of Boynton Beach
PO Box 310
Boynton Beach, FL 33425

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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UTL25-002 - West Water Treatment Plant - Water Quality Laboratory Renovation - Overview of Specifications and Schedule of Prices

* Offers from the vendors listed herein are the only offers received timely as of the Bid due date and Bid due time. All others submitted in response to this solicitation, if any are hereby rejected as late.

Bid Due Date: December 10, 2024
Bid Due Time: 2:30 P.M.

BID COMPLIANCE CHECK	**East Coast Construction Group, Inc.** **Contact: Anthony Virzi** **7700 Congress Avenue Ste 1139** **Boca Raton, FL 33487** **Phone: 561-245-5044** **Email: avirzi@eccbuilders.com**	**JFB Construction & Development** **Contact: Stephanie Reynoso** **555 Hypoluxo Road Ste B** **Lantana, FL 33462** **Phone: 561-461-7425** **Email: stephanie@jfbconstruction.net** **Email: office@jfbconstruction.net**	**Perez-Borroto Construction LLC** **dba TrueBuild Group** **Contact: William Perez-Borroto** **2300 W 84th Street Ste 113** **Hialeah, Fl 33016** **Phone: 786-391-4372** **Phone: 786-382-1507** **Email: william@truebuild.group**
Schedule/Specifications			
BID PROPOSAL - West Water Treatment Plant - Water Quality Laboratory Renovation	$1,898,290.00	$2,015,014.00	$2,578,744.76
Bid Form	Included	Included	Included
Bid Bond 5%	Included	Included	Included
Bidder's Qualification Statement	Included	Included	Included
Anti-Kickback Affidavit	Included	Included	Included
Non-Collusion Affidavit	Included	Included	Included
Certification Pursuant to F.S. 287.135	Included	Included	Included
Warranties	Included	Included	Included
Bonding Capacity	Included	Included	Included - Submitted Late
Certificates, Licenses (General Contractors Lic.), Business Permits	Division of Corporations -Sunbiz for East Coast Construction Group, Inc. - Active, Florida dbpr East Coast Construction Group, Inc. (Anthony Virzi) Certified General Contractor CGC1525184 Exp. 8/31/26, 5S Plumbing LLC (Carlos S Ramos Perez) Certified Plumbing Contractor CFC1431695 Exp. 8/31/26, A Class Heating & Cooling LLC (Matthew E. Poteet) Certified Air Conditiioning Contractor CAC1818699 Exp. 8/31/26, America Statewide Electrical Contractor Inc. (Lazaro Y Legorburo) Certified Electrical Contractor EC13009593 Exp. 8/31/26, PBC LBTR #2018108763.	Division of Corporations - Sunbiz for JFB Construction & Development, Inc. - Active, Florida dbpr JFB Construction & Development Inc (Joseph Frank Basile III) Certified General Contractor CGC 1422607 Exp. 8/31/26, PBC LBTR # 201578583, Florida dbpr Air Handlers of Palm Beach Inc. (Colin Robert Foreman) Certified Air Conditioning Contractor CAC1815997 Exp. 8/31/26, Dubar Electric Inc. (Dubal Michel Gonzalez) Certified Electrical Contractor EC13004660 Exp. 8/31/26, Michael Pollitt Incorporated (Traci Ashton) CFC1431325 Exp. 8/31/26.	Divisions of Corporations -Sunbiz for Perez-Borroto Construction LLC - Active, Fictitious Name TrueBuild Group Exp. 12/31/29, Florida dbpr TrueBuild Group (William Perez Borroto) Certified General Contractor CGC1527399 Exp. 8/31/26, Morales and Son, Inc. (Antonio Morales) Certified Air Conditioning Contractor CAC1818787 Exp. 8/31/26 - *The license is mentioned in the solicitation but the company name does not match the name listed in the soliciation for this subcontractor,* GR Electrical Services, Inc. (Alejandro Alexis Gomez) Certified Electrical Contractor EC13007301 Exp. 8/31/26.
E-Verify Form Pursuant to F.S. 448.095	Included	Included	Included
Affidavit of Compliance with Foreign Entity Laws	Included	Included	Included
Affidavit of Compliance with Anti-Human Trafficking Laws	Included	Included	Included
W-9	Included	Included	Included
Confirmation of Minority Owned Business	No	No	No
Letter of Interest	Yes	Yes	Yes
References	Included	Included	Included
Subcontractors	Yes - (3) Subcontractors	Yes - (3) Subcontractors	Yes - (2) Subcontractors
Conflict of Interest	No	No	No
Addenda Acknowledgement No. 1 -5	Acknowledged	Acknowledged	Acknowledged
Principal Place of Business	7700 Congress Avenue Ste 1139 Boca Raton, FL 33487 561-245-5044	1300 S Dixie Hwy Lantana, FL 33462 561-582-9840	8895 N Military Trail Ste 204D Palm Beach Gardens, FL 33410 561-408-3497
Subtotal Contract Amount:	**$1,898,290.00**	**$2,015,014.00**	**$2,578,744.76**

UTL25-002 - West Water Treatment Plant - Water Quality Laboratory Renovation - Quote Form - BID PROPOSAL - West Water Treatment Plant - Water Quality Laboratory Renovation

					East Coast Construction Group, Inc.		JFB Construction & Development		Perez-Borroto Construction LLC	
					Submission 1		Submission 1		Submission 1	
ITEM NO.	SC01025 Section	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	VALUE	UNIT PRICE	VALUE	UNIT PRICE	VALUE
1	1.09.A	Mobilization /Demobilization Bonds Insurance General Requirements and As-Built Record Drawings. Contractor shall be limited to a maximum of six percent (6%) of the total bid price.	1	LS	$ 108,965.0000	$108,965.00	$ 420,909.0000	$420,909.00	$ 157,500.0000	$157,500.00
2	1.09.A	Indemnification	1	LS	$ 25.0000	$25.00	$ 25.0000	$25.00	$ 25.0000	$25.00
3	1.09.B	Demolition of existing elevator cab finishes see plans.	1	LS	$ 1,500.0000	$1,500.00	$ 7,000.0000	$7,000.00	$ 1,830.0000	$1,830.00
4	1.09.B	Demolition of existing partitions see plans.	1	LS	$ 13,500.0000	$13,500.00	$ 7,000.0000	$7,000.00	$ 5,528.0000	$5,528.00
5	1.09.B	Demolition of existing floor wall and ceiling finishes see plans.	1	LS	$ 22,000.0000	$22,000.00	$ 7,000.0000	$7,000.00	$ 39,040.0000	$39,040.00
6	1.09.B	Removal of existing light fixtures see plans.	1	LS	$ 3,500.0000	$3,500.00	$ 7,000.0000	$7,000.00	$ 6,100.0000	$6,100.00
7	1.09.B	Removal of existing plumbing fixtures in laboratories in lunch room and in second-floor restrooms see plans.	1	LS	$ 6,500.0000	$6,500.00	$ 7,000.0000	$7,000.00	$ 2,562.0000	$2,562.00
8	1.09.B	Removal of existing railing and stair finishes see plans.	1	LS	$ 8,500.0000	$8,500.00	$ 7,000.0000	$7,000.00	$ 4,220.0000	$4,220.00
9	1.09.B	Removal of existing equipment see plans.	1	LS	$ 19,850.0000	$19,850.00	$ 7,000.0000	$7,000.00	$ 10,520.0000	$10,520.00
10	1.09.C	Allowance for concrete floors in bathrooms to accept new construction.	1	LS	$ 10,000.0000	$10,000.00	$ 5,000.0000	$5,000.00	$ 1,220.0000	$1,220.00
11	1.09.D	Allowance to stiffen existing joist for new rooftop equipment.	1	LS	$ 45,000.0000	$45,000.00	$ 35,000.0000	$35,000.00	$ 12,200.0000	$12,200.00
12	1.09.E	Installation of new stair railing see plans.	1	LS	$ 41,000.0000	$41,000.00	$ 25,000.0000	$25,000.00	$ 43,920.0000	$43,920.00
13	1.09.F	Installation of door frames doors and hardware see plans.	1	LS	$ 9,500.0000	$9,500.00	$ 6,000.0000	$6,000.00	$ 15,738.0000	$15,738.00
14	1.09.G	Installation of new under-counter cabinets upper cabinets and countertops see plans.	1	LS	$ 90,000.0000	$90,000.00	$ 125,000.0000	$125,000.00	$ 211,090.5000	$211,090.50
15	1.09.H	Installation of wall and ceiling insulation see plans.	1	LS	$ 12,950.0000	$12,950.00	$ 1,200.0000	$1,200.00	$ 7,200.0000	$7,200.00
16	1.09.I	Patch and repair existing roof due to removal and addition of roof equipment see plans.	1	LS	$ 85,000.0000	$85,000.00	$ 27,000.0000	$27,000.00	$ 101,260.0000	$101,260.00
17	1.09.J	Steel frames HM doors and hardware see plans.	1	LS	$ 40,500.0000	$40,500.00	$ 37,000.0000	$37,000.00	$ 52,704.0000	$52,704.00
18	1.09.K	F & I Gypsum board stud furring backboard and finish per plans.	1	LS	$ 49,000.0000	$49,000.00	$ 37,500.0000	$37,500.00	$ 56,059.0000	$56,059.00
19	1.09.K	Patch and repair existing partition walls due to renovations see plans.	1	LS	$ 19,000.0000	$19,000.00	$ 10,000.0000	$10,000.00	$ 3,050.0000	$3,050.00
20	1.09.L	F & I ceiling grid and tile per plans.	1	LS	$ 31,000.0000	$31,000.00	$ 21,000.0000	$21,000.00	$ 46,116.0000	$46,116.00
21	1.09.M	Vinyl tile for floor and stair finishes see plans.	1	LS	$ 71,000.0000	$71,000.00	$ 38,000.0000	$38,000.00	$ 54,717.0000	$54,717.00
22	1.09.N	Second-floor restroom floor and wall finish tile see plans.	1	LS	$ 13,000.0000	$13,000.00	$ 10,000.0000	$10,000.00	$ 12,444.0000	$12,444.00
23	1.09.O	Ceiling and wall coating per plans.	1	LS	$ 23,000.0000	$23,000.00	$ 6,100.0000	$6,100.00	$ 36,085.1600	$36,085.16
24	1.09.O	Doors frames and trim paint coating per plans.	1	LS	$ 11,000.0000	$11,000.00	$ 12,500.0000	$12,500.00	$ 4,392.0000	$4,392.00
25	1.09.O	Repairing existing wall partitions.	1	LS	$ 3,000.0000	$3,000.00	$ 6,900.0000	$6,900.00	$ 1,220.0000	$1,220.00
26	1.09.P	F & I Typical room signage.	1	LS	$ 24,000.0000	$24,000.00	$ 2,700.0000	$2,700.00	$ 4,880.0000	$4,880.00
27	1.09.Q	Restroom accessories see plans.	1	LS	$ 18,000.0000	$18,000.00	$ 3,000.0000	$3,000.00	$ 2,928.0000	$2,928.00
28	1.09.R	F & I equipment see plans.	1	LS	$ 179,000.0000	$179,000.00	$ 129,180.0000	$129,180.00	$ 90,011.6000	$90,011.60
29	1.09.S	F & I elevator cab finishes see plans.	1	LS	$ 55,000.0000	$55,000.00	$ 21,000.0000	$21,000.00	$ 30,408.5000	$30,408.50
30	1.09.T	Restroom fixtures see plans.	1	LS	$ 18,000.0000	$18,000.00	$ 5,000.0000	$5,000.00	$ 4,636.0000	$4,636.00
31	1.09.T	Laboratory sinks see plans.	1	LS	$ 29,000.0000	$29,000.00	$ 5,000.0000	$5,000.00	$ 14,640.0000	$14,640.00
32	1.09.T	Eyewash/Shower see plans.	1	LS	$ 7,500.0000	$7,500.00	$ 5,000.0000	$5,000.00	$ 1,830.0000	$1,830.00
33	1.09.T	Drinking fountain see plans.	1	LS	$ 6,000.0000	$6,000.00	$ 5,000.0000	$5,000.00	$ 3,050.0000	$3,050.00
34	1.09.T	Acid waste & gas lines see plans.	1	LS	$ 81,500.0000	$81,500.00	$ 87,000.0000	$87,000.00	$ 341,600.0000	$341,600.00
35	1.09.U	Diffusers grilles ductwork and new HVAC equipment for the new system see plans.	1	LS	$ 375,000.0000	$375,000.00	$ 625,000.0000	$625,000.00	$ 671,000.0000	$671,000.00
36	1.09.U	New Hood system see plans.	1	LS	$ 35,000.0000	$35,000.00	$ 23,000.0000	$23,000.00	$ 30,500.0000	$30,500.00
37	1.09.V	Allowance see plans.	1	LS	$ 235,000.0000	$235,000.00	$ 195,000.0000	$195,000.00	$ 408,700.0000	$408,700.00
38	1.09.W	Allowance per opening see plans.	1	LS	$ 35,000.0000	$35,000.00	$ 23,000.0000	$23,000.00	$ 50,000.0000	$50,000.00
39	1.09.X	Allowance see plans.	1	LS	$ 50,000.0000	$50,000.00	$ 10,000.0000	$10,000.00	$ 17,080.0000	$17,080.00
40	1.09.Y	Fire Extinguishers see plans.	1	LS	$ 5,000.0000	$5,000.00	$ 500.0000	$500.00	$ 18,300.0000	$18,300.00
41	1.09.Y	Fire caulk and patch.	1	LS	$ 7,000.0000	$7,000.00	$ 2,500.0000	$2,500.00	$ 2,440.0000	$2,440.00
				Subtotal:		**$1,898,290.00**		**$2,015,014.00**		**$2,578,744.76**

INVITATION TO BID
FOR
WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION

BID No.: UTL25-002

NON-MANDATORY PRE-BID CONFERENCE AND SITE INSPECTION TO BE HELD:
OCTOBER 29, 2024, 9:00 A.M.

LOCATION:

CITY OF BOYNTON BEACH
CITY HALL - ROOM 115
100 E. OCEAN AVENUE
BOYNTON BEACH, FL 33435

ONLINE SUBMISSION ONLY
Boynton-beach.bidsandtenders.net
BID CLOSING DATE: DECEMBER 10, 2024
BID CLOSING TIME: 2:30 P. M.

IN-PERSON BID OPENING:

Date: Tuesday, December 10, 2024
Location: City of Boynton Beach City Hall – 100 E. Ocean Avenue, Boynton Beach, FL 33435
Time: 2:30 PM

THE DEADLINE FOR QUESTIONS CONCERNING THIS BID IS: NOVEMBER 26, 2024 NO LATER THAN 2:30 P.M.

TABLE OF CONTENTS

Notice to Contractors ..... 3 – 5

Instructions to Bidders ..... 6 – 7

Standard Terms and Conditions for Bidders ..... 8 – 19

Special Terms and Conditions ..... 20 – 23

Bidders Submission Requirements 24

General Conditions for Construction ..... GC-25 – GC-72

Specifications & Technical Requirements ..... 73 – 142

Submittal of General Information, Procurement Forms, and Documents
To be Completed and Uploaded Online

Bid Form ..... 143 – 145

Bid Bond ..... 146 – 149

Bidder's Qualifications Statement ..... 150 – 153

Anti-Kickback Affidavit 154

Non-Collusion Affidavit ..... 155 – 156

Certification Pursuant to Florida STATUTE § 287.135 ..... 157 – 158

Warranties ..... 159 – 160

E-Verify Form ..... 161 – 162

Affidavit of Compliance with Foreign Entity Laws 163

Affidavit of Compliance with Anti-Human Trafficking Laws 164

Bid Proposal ..... 165 – 169

DRAFT CONTRACT:

Draft Construction Contract *(Subject to modifications and final by City Attorney)* ..... C-1 – C-11

Performance Bond ..... PFB-1 – PFB-3

Payment Bond ..... PYB-1 – PYB-3

Warranty of Title WT-1

Insurance Advisor Form IA-1

ATTACHMENTS:

Attachment "A" – Sample Performance Evaluation Questionnaire

APPENDIX:

Appendix "A" – West Architecture + Design LLC – Architecture Demo Plans

Appendix "B" – Air Flow Consultants LLC – Hood Plans H1-H5

Appendix "C" – Warren J Von Werne, PE – Structural Framing Plan S-1

Appendix "D" – Berlin Consulting Inc – MEP Plans

When completed and executed, these documents, along with the Plans and Specifications, collectively with applicable Power of Attorney certifications for bond agents and Certificates of Insurance for the Vendor, form the Contract for this Project.

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6323
FAX: (561) 742-6316

INVITATION TO BID
WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION
BID No. UTL25-002

NOTICE TO CONTRACTORS

Electronic bids shall be received by the bidding system up until **DECEMBER 10, 2024; No Later Than 2:30 P.M. (Local Time).**

Bid Submittals will be opened at:

CITY OF BOYNTON BEACH CITY HALL – ROOM 115
100 E. OCEAN AVENUE
BOYNTON BEACH, FL 33435
At 2:30 PM

All Bid's received will be publicly opened and acknowledge of receipt. Bid's received after the assigned date and time are not permitted by the bidding system. For the above reasons, it is recommended that Vendor's allow sufficient time to complete your online Submission and to resolve any issues that may arise.

ATTENTION, ALL INTERESTED RESPONDENTS:

To obtain documents online please visit Boynton-beach.bidsandtenders.net. Documents are not provided in any other manner.

SCOPE OF WORK:

The City of Boynton Beach is seeking the services of a qualified Vendor for construction services for the current Water Quality Laboratory. The work under this project consists of the renovation of the first and second floors of the West Water Treatment Plant, including mechanical, electrical, plumbing, and minor structural work.

The current water quality laboratory is reaching the end of its useful life and is in need of renovation. Implementation of the improvements will provide the necessary upgrades to the current facility and will allow the City to continue performing daily water quality testing, maintain the laboratory certification, and avoid more costly repairs in the future.

REQUIRED QUALIFICATION:

At the time of bid submittal, the Vendor must possess and provide written evidence of the firm being licensed to contract the scope of work in Palm Beach County with the following:

- General Contractor License

At the time of bid submittal, the Vendor must provide references for a minimum of three (3) successfully completed Laboratory Renovation projects or similar scope and complexity over the past five years, in the State of Florida, and must be able to document the required experience upon request.

LOCATION OF PROJECT:

- West Water Treatment Plant – Water Quality Laboratory Renovation
  5469 Boynton Beach Blvd, Boynton Beach, FL 33437 (PCN# 00-42-45-23-00-000-5030)

The scope of work is more clearly defined in the Contract Document, Special Conditions, and Terms and General Conditions for City Furnished Materials (if applicable), Technical Specifications (Plans), and Project Drawings, which are hereby not listed in any order of precedence.

A NON-MANDATORY Pre-Bid Meeting Conference & Site Visit is scheduled for **October 29, 2024, at 9:00 A.M.,** to be held at the City of Boynton Beach, City Hall, Room 115, 100 E. Ocean Avenue, Boynton Beach, Florida 33435. The purpose of this meeting is to provide a forum for all concerned parties to discuss the proposed BID, answer questions on the solicitation document, provide instruction for submitting to the Invitation to Bid, and discuss other relevant issues. In the event that any discussions or questions at the pre-bid meeting require, in the City's opinion, official additions, deletions, or clarifications of the solicitation, or any other document, the City will issue an addendum to this Invitation to Bid, as the City determines is appropriate.

No oral representation or discussion taking place at the pre-bid meeting will be binding or may be relied upon by any person or entity. All questions prior to the pre-bid meeting shall be submitted in writing through the City's e-procurement bidding system Boynton-beach.bidsandtenders.net by the submit questions deadline date and time.

At the time of the bid opening, each Vendor shall be presumed to have inspected the sites and to have read to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any Vendor to examine any form, instrument, or document shall in no way relieve any Vendor from any obligation in respect to this bid.

ATTENTION ALL INTERESTED BIDDERS:

All Vendors are required to submit a five percent (5%) Bid Bond with the Bid Form or the Bid shall be rejected as non-responsive. A one hundred percent (100%) Payment and Performance Bond is required upon notification by the City of the awarded Contract to the selected firm.

No bids may be withdrawn for a period of ninety (90) days after the Bid opening. Bids must be accompanied by an acceptable 5% Bid Bond, cash, certified check, or money order. Said bid bond is to be furnished and executed by a surety company of recognized standing, authorized to do business in the State of Florida, and having a Registered Agent in Florida. The bid bond amount shall be 5% of the bid price and shall constitute a guarantee that the Vendor, if awarded the contract, will enter into a written contract with the City to perform this work pursuant to the bid.

LOBBYING / CONE OF SILENCE:

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation as of the deadline to submit the proposal, bid, or other response and shall remain in effect until the City Commission awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of

contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

PUBLIC RECORDS DISCLOSURE:

Pursuant to Florida Statutes §119.071, sealed Bids, Proposal or Responses received by the City in response to a Request for Qualification or Invitation to Bid are exempt from public records disclosure requirements until the City provides a notice of intended decision or **thirty (30) days** after the opening of the Proposals/Bids. If the City rejects all Responses submitted in accordance with a Request for Proposal/Qualification or Invitation to Bid, and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Responses remain exempt from public disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A Bid, Proposal, Response, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all Bids, Proposals, or Responses.

Questions related to this Bid are to be submitted to the Purchasing representative through the Bidding System only by clicking on the “Submit a Question” button for this specific Solicitation.

CITY OF BOYNTON BEACH

WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION

BID No.: UTL25-002

INSTRUCTIONS TO BIDDERS

1. The City of Boynton Beach utilizes an electronic online bidding system service for notification and distribution of its solicitation documents, please visit Boynton-beach.bidsandtenders.net.

2. ELECTRONIC BID SUBMISSIONS ONLY shall be received by the City's e-Procurement Bidding System. Hardcopy submissions are not permitted.

3. Electronic Request for Qualification/Request for Proposal/Invitation to Bid Proposals for this solicitation shall be received by the City's e-Procurement bidding system no later than: **DECEMBER 10, 2024 No Later Than 2:30 PM (Local Time).**

4. Late responses are not permitted by the bidding system. It shall be the sole responsibility of the Vendor to have their Request for Qualification/Request for Proposal/Invitation to BID submittal submitted online.

5. Vendors shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addenda and any applicable attachment.

6. It is the responsibility of the Vendor to have received all Addenda that are issued. Vendors should check online at Boynton-beach.bidsandtenders.net prior to submitting their Submittal and up until the Bid closing time and date in the event additional addenda is issued.

7. To obtain documents online please visit Boynton-beach.bidsandtenders.net. You may preview the solicitation documents with a Preview Watermark prior to registering for the opportunity. Documents are not provided in any other manner.

8. Vendors are cautioned that the timing of their Submittal submission is based on when the Submittal is RECEIVED by the Bidding System, not when a Submittal is submitted, as the Submittal transmission can be delayed due to file transfer size, transmission speed, etc.

9. For the above reasons, it is recommended that the Vendor allow sufficient time to complete your Bid Submission and to resolve any issues that may arise.

10. Vendors should contact bids&tenders support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Vendor advising that their submittal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.net.

11. To ensure receipt of the latest information and updates via email regarding this Request for Qualification/Request for Proposal/Invitation to Bid, or if a Vendor has obtained this Solicitation from a third party, the responsibility is on the Vendor to create a Bidding System Vendor account and register as a Plan Taker for the Solicitation.

12. All expenses for making SUBMITTAL responses to the City are to be borne by the Vendor.

13. A sample draft agreement that the City intends to execute with the successful firm(s) is contained within this Request for Qualification/Request for Proposal/Invitation to Bid for review. Any exceptions taken to the terms and conditions of the City's agreement shall be considered a part of Vendor's solicitation response and will be considered by the City in its evaluation. Any exception not specifically stated is deemed waived. Submission of any exceptions to the agreement does not denote acceptance by the City. Furthermore, taking exceptions to the City's terms and conditions may be viewed unfavorably by the City/evaluation committee and ultimately may impact the overall evaluation of a vendor's submittal. The City reserves the right to modify the contract language prior to execution following the selection of the top firm(s).

14. Each Vendor, by submission of a proposal response, acknowledges that in the event of any legal action challenging the award of a Request for Qualification/Request for Proposer/Invitation to Bid; damages, if any, shall be limited to the actual cost of the preparation of the Bid or Proposal.

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WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION

BID No.: UTL25-002

STANDARD TERMS AND CONDITIONS FOR BIDDERS

Unless otherwise agreed to by the City of Boynton Beach ("City"), the following Standard Terms and Conditions are applicable to this solicitation and the resulting agreement/contract. The term "vendor" as used below may collectively apply to vendors, bidders, proposers, consultants, contractors, subcontractor, and subconsultant.

1. FAMILIARITY WITH LAWS: The Vendor 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 Vendor will in no way relieve Vendor of responsibility to adhere to such regulations.

2. RFP/RFQ/BID FORMS: The Vendor will submit an RFP/RFQ/BID on the RFP/RFQ/BID forms provided. The Vendor must state the price and the time of delivery for which they propose to deliver the equipment or service requested. The Vendor is required to be licensed to do business as an individual, partnership, or corporation in the State of Florida. All RFP/RFQ/BID forms must be executed and submitted for easy identification. Bids/Proposals not submitted on Bid or Proposal forms herein may be rejected. All RFPs/RFQs/BIDs are subject to the conditions specified within this solicitation document. Submittals which do not comply with these conditions are subject to rejection.

3. EXECUTION OF RFP/RFQ/BID: RFP/RFQ/BID must contain a manual signature of an authorized representative in the space provided on all affidavits and proposal sheets.

4. NO SUBMITTAL: A NO SUBMITTAL response can be submitted online through the e-Procurement bidding system.

5. SOLICITATION DEADLINE: It is the Vendor's responsibility to ensure that the Bid/Proposal is submitted electronically by or at the proper time and date prior to the solicitation deadline. Late Submittal Responses are not permitted by the e-Procurement Bidding System.

6. RIGHT TO REJECT BID: The City reserves the right to reject any or all bids or proposals, waive technical errors, or to accept a portion of any bids that are deemed to be the most responsive, responsible Vendor(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 Vendor'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.

7. AGREEMENT EXTENSION: The City reserves the right to extend automatically for a period not to exceed an additional one hundred eighty (180) calendar days by mutual agreement and by filing a written notice signed by the vendor to the City's Purchasing Department without further City Commission action. The extension shall provide the City with continual service while a new contract is solicited, evaluated, and/or awarded. **N/A**

8. 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 Vendor 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 RFP, RFQ, or BID procedure;
C. Reject or cancel any or all RFP, RFQ or BID;
D. Reissue a Request for Proposals (RFP), Request for Qualifications (RFQ), or Invitation to Bid (BID);
E. Extend the RFP, RFQ, BID deadline time and date;
F. Procure any item by other means;
G. Increase or decrease the quantity specified in the Request for Proposals (RFP), Request for Qualifications (RFQs), Invitation to Bid (BID);
H. Consider and accept an alternate RFP/RFQ/BID as provided herein when most advantageous to the City.

9. STANDARDS: Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective Vendor 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;

10. DISQUALIFICATION OF PROPOSER: More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names shall not be considered. All proposals shall be rejected if there is reason to believe that collusion exists between Vendors. Automatic disqualifiers are as follows:

    A. Not including an executed Vendor signature.
    B. Not being licensed to perform the required work or to provide the required product.
    C. Not being eligible to submit a proposal due to violations listed under Item No.29, “Public Entity Crimes.”
    D. Not completing the Bid, RFQ, or RFP Submittal Forms as required.

11. DIRECT PURCHASES: Procedure used by the City to make direct purchases of any materials/equipment and make direct payment to the Vendor. The City reserves the right to issue purchase orders for materials to either the Contractor’s/ Consultant’s/ Vendor’s or the City’s suppliers for construction/public works-related materials when deemed in the best interest of the City.

12. INFORMATION AND DESCRIPTIVE LITERATURE: Vendors must furnish all information requested in the spaces provided on the bid/proposal form. Further, as may be specified elsewhere, each Vendor 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.

13. SIGNING OF CONTRACT: The Award Letter will be presented to the Successful Vendor. Within ten (10) calendar days after issuance of the award letter, the successful Vendor shall sign and deliver the Contract with the required bonds and insurance certificates to the City. After receipt and approval of such documents, the Contract will be executed. Within thirty (30) calendar days thereafter, the City shall deliver a fully signed and executed Contract to the successful Vendor. At times a purchase order will be issued in lieu of a contract agreement. The General Terms and Conditions of the City’s purchase order shall apply and prevail over any conflicting terms or conditions.

14. INTERPRETATIONS: To ensure fair consideration for all Vendors, the City prohibits communication to or with any department, officer, or employee during the solicitation process except as otherwise specified. If the Vendor should be in doubt as to the meaning of any of the RFP, RFQ, or BID documents, or is of the opinion that the plans and/or specifications contain errors, contradictions, or reflect omissions; the Vendor shall direct questions to the Purchasing representative through the Bidding System only by clicking on the “Submit a Question” button for this Bid, no later than ten (10)

days prior to the RFP, RFQ, or BID deadline.

15. 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.

16. SUBCONTRACTING: If a Vendor subcontracts any portion of a Contract for any reason, the Vendor must state the name and address of the sub-contractor/sub-consultant and the name of the person to be contacted on the online form within the e-bidding system under "Schedule of Subcontractors". The City of Boynton Beach reserves the right to accept or reject any or all bids/proposals wherein a sub-contractor/sub-consultant is named and to make the award to the Vendor, 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/Proposal of any Vendor if the RFP, RFQ, or BID names a sub-contractor/sub-consultant 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 the right to inspect all facilities of any sub-contractor/sub-consultant in order to make determination as to the foregoing. The sub-contractor/sub-consultant will be equally responsible for meeting all requirements specified in this Request for Proposals (RFP), Request for Qualifications (RFQ), or BID. Vendors are encouraged to seek minority and women business enterprises for participation in sub-contractor/sub-consultant contracting opportunities. The City reserves all rights in order to make a determination as to the foregoing.

17. 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 Vendor through the City's e-Procurement System Boynton-beach.bidsandtenders.net, it is the responsibility of each Vendor to have received ALL addenda that are issued. Vendors should check online at Boynton-beach.bidsandtenders.net prior to submitting their bid/proposal and up until the bid closing time and date in the event, additional addenda are issued. If a Vendor submits their bid/proposal prior to the BID closing time and date and an addendum has been issued, the Bidding System shall WITHDRAW the Vendor's submission and the submittal status will change to an INCOMPLETE STATUS and Withdraw the Bid Proposal. The Vendor can view this status change in the "MY BIDS" section of the Bidding System.

    The Vendor is solely responsible to:

    - make any required adjustments to their Bid/Proposal; and
    - acknowledge the addenda; and
    - Ensure the re-submitted Bid/Proposal is RECEIVED by the Bidding System no later than the stated Bid/Proposal closing time and date.

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

19. 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 Vendor's expense. Request for the return of samples may be made within ten (10) days following the RFP, RFQ, or BID deadline. Each individual sample must be labeled with the Vendor's name, manufacturer's brand name and number, and item reference.

20. DEMONSTRATIONS: Performance of the equipment/services upon request can be deemed a part of the evaluation process in determining the award of the Vendor. 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/proposal product or service application, will form the Bid/Proposal 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.

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

22. 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 Vendor's proposal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS**" and this sheet shall be attached to the bid. The use of the Vendor's standard forms or the inclusion of the manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract documents. Any exceptions not noted in Vendor's proposal shall be deemed waived.

23. ALTERNATES: Where a base bid/proposal is provided for, the Vendor shall submit a bid/proposal on the base bid/proposal and may exercise their own prerogative in submitting a bid/proposal on alternate items. The Owner reserves the right to accept or reject the alternates or base bid/proposal 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.

24. 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 the vendor's expense. These items and items not delivered as per delivery date in the bid and or Purchase Order may result in the Vendor being found in default in which event any and all procurement costs may be charged against the defaulted Vendor. 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.

25. 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.

26. ANTITRUST CAUSE OF ACTION: In submitting a bid/proposal to the City of Boynton Beach, the Vendor offers and agrees that if the bid/proposal is accepted, the Vendor 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 the 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 Vendor.

27. 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 Vendor 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.

28. 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 Vendor will in no way be a cause for relief from responsibility.

29. ON PUBLIC ENTITY CRIMES – All Request for Proposals, Request for Qualifications, 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".

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

31. NON-COLLUSION AFFIDAVIT: The vendor certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act that may result in an unfair advantage for one or more vendors over other vendors. A conviction for the commission of any fraud or act of collusion in connection with any sale, quote, quotation, proposal, or another act incident to doing business with the City may result in permanent debarment. No premiums, rebates, or gratuities are permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor list(s), and/ or debarment or suspension from doing business with the City.

    Each Vendor shall complete the Non-Collusion Affidavit Form and shall submit the form with their Proposal. The City considers the failure of the Vendor to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

32. TRADE SECRET: Any language contained in the Vendor's Proposal purporting to require confidentiality of any portion of the Proposal, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Vendor submits any documents or other information to the City which the Vendor claims are Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Vendor shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Vendor must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Vendor's Proposal constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Vendor agrees to defend, indemnify, and hold harmless the City its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

    EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.

33. ANTI-KICKBACK AFFIDAVIT: Each Vendor shall complete the Anti-Kickback Affidavit Form and shall submit this form with their Proposal. The City considers the failure of the Vendor to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

34. CONFIRMATION OF MINORITY-OWNED BUSINESS: It is the desire of the City of Boynton Beach to increase the participation of minority-owned businesses in its contracting and procurement programs. While the City does not have any preference or set-aside programs in place, it is committed to a policy of equitable participation for these firms. Therefore, each Vendor shall complete the Confirmation of Minority-Owned Business Form and shall submit the form with its Bid/Proposal.

35. ADVERTISING: In submitting a RFP, RFQ, or BID, the Vendor 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**".

36. ASSIGNMENT: Any Purchase Order issued pursuant to this Request for Proposals, Request for Qualifications, or Invitation to Bid and the funds which may be come due hereunder are not assignable except with the prior written approval of the City.

37. INDEMNIFICATION: The selected Vendor(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 Vendor(s) shall indemnify, save harmless and undertake the defense of the City, its City Commissioners, agents, and 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 Vendor'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, including through the conclusion of any appeals, and from and against any orders or judgments which may be entered therein. The extent of Vendor's indemnification shall be limited to one and one-half (1 1/2) times the contract price or One Million Dollars ($1,000,000) per occurrence, whichever is greater. The City shall notify the Vendor 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 Vendor hereunder, for which the City may be entitled to a claim or indemnity against the Vendor, under the provisions of this Contract. Vendor shall have the right to control the defense of any such claim suit or actions. The Vendor shall also be liable to the City for all costs, expenses, attorneys' fees, and damages that may be incurred or sustained by the City by reason of the Vendor's breach of any of the provision of the contract. Vendor shall not be responsible for negligent acts of the City or its employees.

38. PURCHASING AGREEMENT WITH OTHER GOVERNMENTAL ENTITIES: If a Vendor is awarded a contract as a result of this Request for Proposal or Invitation to Bid, Vendor will, if Vendor has sufficient capacity or quantities available, provide to other Florida governmental agencies so requesting, the products or services awarded in accordance with the terms and conditions of the Invitation to Bid and resulting award. **N/A**

39. 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 Vendor 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 Vendor, damages, if any, resulting from an award shall be limited to actual bid preparation costs incurred by the challenging Vendor. In no case will the award be made until all necessary investigations have been made into the responsibility of the Vendor and the City is satisfied that the most responsive, responsible Vendor is qualified to do the work and has the necessary organization, capital, and equipment to carry out the required work within the time specified.

40. AS SPECIFIED: A Purchase Order will be issued to the successful Vendor 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.

41. 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/proposal total. The Vendor's invoice payment terms must be shown.

42. WARRANTY REQUIREMENTS: Each item, including all components and all installed accessories and equipment, shall be guaranteed by the Vendor 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 Vendor will provide a

delay of warranty start-up time. The period of warranty delay will be coordinated by Procurement Services.

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

    Upon delivery, the City shall make a 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 to the Vendor shall be withheld until a visual inspection is made by the **CITY'S DESIGNEE** 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 Vendor 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 Vendor unless such loss or damages have been proven to be the result of negligence by the City.

44. TIME OF DELIVERY: The Vendor shall state in the bid/proposal the time of delivery of the equipment. Time is of importance to the City and the Vendor is hereby notified that the date of delivery will be considered as a factor in the evaluation of the bids.

    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 is clearly necessary for the complete operation of the vehicle, shall be considered a requirement although not directly specified in these specifications.

45. CERTIFICATIONS, LICENSE, AND PERMITS: Unless otherwise directed by the City, the vendor should provide a copy of all applicable certificates of Competency or Licenses issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the vendor. If applicable, the vendor shall also maintain a current Local Business Tax Receipt (Occupational License) for County and all permits required to complete the agreement/contractual service at no additional cost to City. A County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. It shall be the responsibility of the successful vendor to obtain all certifications, licenses, and permits, if required, to complete the services at no additional cost to the City. It is the responsibility of the vendor to ensure all required certifications, licenses, and permits are maintained and are current throughout the term of the agreement/contract, inclusive of any renewals. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors. Failure to meet this requirement shall be considered a default of the agreement/contract.

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

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

47. PALM BEACH COUNTY INSPECTOR GENERAL: The Vendor 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 Vendor and its subcontractors and lower-tier subcontractors. The Vendor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Vendor 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.

48. PUBLIC RECORDS: Sealed documents received by the City in response to a Request for Proposals, Request for Qualifications or Invitation to Bid 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 a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor 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, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession once the Vendor transfers the records in its possession to the City; and

    D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession. All records stored electronically by Vendor 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

CITY CLERK'S OFFICE
100 EAST OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

49. E-VERIFY: Vendor is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

    1) Definitions for this Section:

    "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

    "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

    "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
b. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and
c. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

50. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING - F.S. 287.05701: Vendors are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible Vendor. Vendors are further notified that the City's governing body may not give preference to a Vendor based on the Vendor's social, political, or ideological interests.

51. VENUE AND GOVERNING LAW: Any and all legal actions arising from or necessary to enforce this solicitation and resulting agreement/contract will be held in Palm Beach County and shall be interpreted according to the laws of Florida.

52. SOVEREIGN IMMUNITY: Nothing contained herein is intended to serve as a waiver of sovereign immunity by the City or as a waiver of limits of liability or rights the City may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

53. LOCAL BUSINESS PREFERENCE
The City of Boynton Beach Administrative Policy No. 10.16.01 provides for a local business preference. "For all acquisitions made pursuant to Sealed Competitive Bid, as provided in Sec. 10.05, the City shall give preference to a Local Business if the Local Business' bid is determined to be within five percent (5%) or five thousand dollars ($5,000.00), whichever is less, of the lowest responsible and responsive bidder. In revenue-generating contracts where award, if any, is to be made to the Vendor returning the highest amount to the City, the same preference set forth herein shall be applied with respect to the highest bid."

In order to be considered for a local business preference, **a Vendor must include the Local Business Status Certification Form at the time of bid, or proposal submittal.** Failure to submit this form at the time of bid submittal will result in the Vendor being found ineligible for the local business preference for this solicitation.

Failure of the Vendor to comply with the provisions set forth in this General Condition shall constitute a Default and Breach of the Agreement with the City.

54. LEGAL EXPENSES: The City shall not be liable to a vendor for any legal fees, court costs, or other

legal expenses arising from the submission of a Request for Proposals, Request for Qualifications, or Invitation to Bid, the interpretation or enforcement of the agreement/contract, or from any other matter generated by or relating to the agreement/contract.

55. NO THIRD-PARTY BENEFICIARIES: No provision of the agreement/contract is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity, not a party to the agreement/contract, including but not limited to any citizen or employees of the City and/or Vendor.

56. SUCCESSORS AND ASSIGNS: The City and the Vendor each binds itself and its successors and assigns to the other party in respect to all provisions of the Bid or proposal and any resulting Contract. Neither the City nor the Vendor shall assign, sublet, convey or transfer its interest in the Contract without the prior written consent of the other.

57. FUNDING OUT: The resultant Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission for the City of Boynton Beach in the annual budget for each fiscal year of the Agreement, and is subject to termination based on lack of funding.

58. INSURANCE REQUIREMENTS: Vendor shall, at its sole expense, maintain in full force and effect at all times during the life of this agreement/contract, insurance coverages, and limits (including endorsements), as required by the City. These requirements shall not in any manner limit or qualify the liabilities and obligations assumed by the vendor under this agreement/contract. All coverages shall be provided on a primary basis with the City endorsed as an Additional Insured as follows: "The City of Boynton Beach". The Vendor shall provide the City with a Certificate of Insurance evidencing such coverages prior to the commencement of any services and within a time frame specified by the City (normally within 2 working days after request). Failure to maintain the required insurance shall be considered a default of agreement/contract.

59. MISTAKES: Vendors are expected to examine the specifications, delivery schedule, bid or proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Vendor's risk.

60. FORCE MAJEURE: The agreement/contract which is awarded to the successful vendor may provide that the performance of any act by the City or Vendor thereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from the performance by acts of God, pandemic, epidemic, emergency orders, the elements, war rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided, however, the City shall have the right to provide substitute service from third parties or City forces and in such event, the City shall withhold payment due to vendor for such period of time. If the condition of force majeure exceeds a period of 14 business days the City may, at its option and discretion, cancel or renegotiate the agreement/contract.

61. PERFORMANCE DURING EMERGENCY: The vendor agrees and promises that immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, City shall be given "first priority" for all goods and/or services under the agreement/contract. The vendor agrees to provide all goods and/or services to City immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. The vendor shall furnish a 24-hour phone number to the City. Failure to provide the goods and/or services to the City on a first priority basis immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute a breach of agreement/contract and subject the vendor to sanctions from doing further business with the City.

62. SALES PROMOTIONS / PRICE REDUCTIONS / MOST FAVORED CUSTOMER: Should sales promotions occur during the term of the agreement/contract that lower the price of the procured item, the vendor shall extend to the City the lower price offered by the manufacturer on any such promotional item. Additionally, any time after award, the vendor may offer a reduced price, which shall remain in effect for the duration of the agreement/contract. The vendor warrants that the price(s) shall not exceed the vendor's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the vendor offers more favorable pricing to one of its customers, the vendor shall extend to the City the same pricing or the then-current market price, whichever is lower.

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

64. ENDORSEMENTS: No endorsements by the City of the goods and/or services will be used by the vendor in any way, manner or form.

65. SEAL, LOGO, and FLAGS: The Vendor shall not use the seal(s), logos, crests, or reproductions of flags or likenesses of the City or agency officials without specific written pre-approval.

66. DRUG-FREE WORKPLACE: The Vendor shall implement and maintain a drug-free workplace program of at least the following items:

    a. 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.

    b. Inform employees about the dangers of drug abuse in the workplace, the Vendor'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.

    c. Give each employee engaged in providing the services that are under agreement/contract a copy of the statement specified in Item Number A above.

    d. In the statement specified in Item Number A above, notify the employees that, as a condition of providing the services that are under agreement/contract, the employee will abide by the terms of the statement and will notify the Vendor of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction or plea.

    e. Impose a sanction on, or require satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, for any employee who is so convicted or so pleads.

    f. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Section 287.087, Florida Statutes.

67. PROTEST PROCEDURE: Protest procedures are provided in the City of Boynton Beach Purchasing Policy. Protests shall be submitted in writing, addressed to the Purchasing Manager, via hand delivery, or mail, along with a protest cash bond in an amount equal to 5% of the bid or $5,000, whichever is less. The bond will be refunded to a protester if the protest is upheld. The protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within the deadlines as follows:
    A. If the protest relates to a Request for Proposal, Request for Qualification, or Invitation to Bid, the protest shall be received prior to the bid submittal deadline date.
    B. If the protest relates to any other matter relating to the RFP, RFQ, OR BID, including, but not limited to, the Award of an Agreement/contract, the protest must be received no later than seven (7) regular business days after the date of notification of award by the Purchasing Staff.

    Failure to file a protest as outlined in the City of Boynton Beach's Purchasing Policy shall constitute a waiver of proceedings.

68. DEFAULT AND TERMINATION FOR CAUSE: The City may, by written notice of default to the vendor,

terminate the agreement/contract in whole or in part if the vendor fails to satisfactorily perform any provisions of this agreement/contract, or fails to make progress so as to endanger performance under the terms and conditions of this agreement/contract, or provides repeated nonperformance, or does not remedy such failure within a period of 30 calendar days after receipt of notice from the City of Boynton Beach specifying such failure. In the event the City terminates the agreement/contract in whole or in part because of default of the vendor, the City may procure goods and/or services similar to those terminated, and the vendor shall be liable for any excess costs incurred due to this action.

69. TERMINATION FOR CONVENIENCE: Whenever the interests of the City so require, terminate the agreement/contract, in whole or in part, for the convenience of the City. Purchasing shall give fourteen (14) business days prior written notice of termination to the vendor, specifying the portions of the agreement/contract to be terminated and when the termination is to become effective. If only portions of the agreement/contract are terminated, the vendor has the right to withdraw, without adverse action, from the entire agreement/contract.

    Unless directed differently in the notice of termination, the vendor shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified on the date given in the notice of termination. Additionally, unless directed differently, the vendor shall terminate outstanding orders and/or subcontracts related to the terminated work.

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WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION

BID No.: UTL25-002

SPECIAL TERMS AND CONDITIONS

PURPOSE: The purpose of this bid is to seek the services of a qualified Vendor for the renovation of the first and second floor of the West Water Treatment Plant, including mechanical, electrical, plumbing, and minor structural work.

AWARD: Successful Vendor awarded shall ensure that proper and sufficient staff, equipment, organization, materials, references, and past performance, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

The City further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of the City to award the bid to the lowest bidder or any bidder. The City reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of the City. The City shall be the sole judge of the bids and the City's decision shall be final.

INSURANCE: It shall be the responsibility of the successful bidder to maintain workers' compensation insurance, property damage, liability insurance, and vehicular liability insurance, during the time any of bidder's personnel are working on the City of Boynton Beach property. Vendors are required to secure Builder's Risk Insurance coverage equal to the total amount of the awarded solicitation. Proof of this coverage must be submitted prior to the commencement of any work and should be upheld throughout the duration of the project. The vendor shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance to A.M. Best's Key Rating Guide, latest edition.

PERFORMANCE WARRANTY: The bidder shall guarantee all work, equipment, and materials included in the services against any defects in workmanship; and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon the date of acceptance, inspection, and approval by the City Representative only. If the bidder is notified in writing of a deficiency in the work provided, within one year from completion of the work, the bidder shall, at the City's option, re-perform the work in question at no additional cost to the City, or refund the City the original charges for the work in question, including the difference in cost if any, to re-perform the work if completed by another vendor.

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 ITB 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
P.O. Box 310
Boynton Beach, FL 33425-0310
Email: Utilitiesfinance@bbfl.us; AP@bbfl.us

All invoices submitted shall consist of 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 Vendor shall re-submit a corrected invoice to the City for processing.

- It will be the sole responsibility of the Vendor to properly dispose of all construction debris at an authorized landfill and all incurred costs shall be borne by the Vendor.

- All work areas must meet safety requirements for pedestrian and vehicular traffic and must be left in a clean and orderly manner. All grass areas and/or private property that are damaged while work area is under construction shall be restored as found by the Vendor prior to leaving the work areas after completion of work. It is recommended that the Vendor keep a before and after picture history, at no cost to the City, should any questions arise and be made available to the Project Manager if needed.

- All work must meet or exceed the State of Florida Department of Transportation Applicable Standards including the Florida Building Code and City of Boynton Beach Standards.

- The supervision of the execution of this Contract is vested wholly in the Project Manager or his representative, and the orders of the City Commission and/or Utilities Director are to be given through him. The instructions of the Project Manager or his representative are to be strictly and promptly followed in every case. The Vendor may designate a foreman or other representative to receive such instructions in his absence, and failing to do so, he will be held responsible for the execution of any instructions it may be necessary to give in his absence. The Project Manager or his representative is to have free access to the materials and the work at all times for laying out, measuring, inspecting, or oversight of the same, and the Vendor is to afford him all necessary facilities and assistance for so doing.

- To prevent all disputes and litigation, it is agreed by the parties hereto that the Utilities Director or City representative shall decide all questions, difficulties, and disputes of any nature which may arise relative to the interpretation of the specifications, construction, prosecution and fulfillment of the contract and task orders, and as to the character, quality, amount and value of any work done and materials furnished under or by reason of the Contract, and his estimates and decisions upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

- Time is an essential element of the contract and as delay in the execution of work will inconvenience and possibly endanger the public, obstruct traffic, and interfere with business, it is important that once work commences at any site, it be carried through to completion without delays or suspension of operations unless deemed to be necessary by the Project Manager or Inspector.

- In the event any delays or suspension of operations occur, the City reserves the right to hire off-duty police, erect barricades, or take whatever actions are necessary to provide for the safety of the site. All costs involved in doing so shall be just claims against the Vendor or the Vendor’s Performance and Payment Bond. By submitting a bid, the Vendor agrees to the conditions as stated above.

PLANS AND SPECIFICATIONS: The specifications and all other documentation that make up and constitute the contract shall be followed in strict accordance as to work, material, and dimensions except when the Utilities Project Manager may authorize in writing an exception. Measurement discrepancies shall be decided upon by the Utilities Project Manager or his representative and the Vendor shall not proceed when in doubt as to any dimension or measurement.

PERFORMANCE OF WORK:

a. The Vendor will furnish a qualified Superintendent who will be present at all times while work is being performed, and shall be authorized to act for the Vendor. The Vendor shall maintain sufficient plant, equipment, labor on the job site to meet the requirements of the work.

b. Equipment shall be kept in a satisfactory operating condition and capable of safely and efficiently performing the work. All operations shall be subject to inspection by the Utilities Project Manager or his representative at all times.

   The Vendor shall submit for approval by the Utilities Project manager or his representative a description of the type of materials and equipment to be used; and to the method of procedure to be used in the performance of the work.

c. It is expressly understood that the Vendor is in all respects an independent Vendor for this work, notwithstanding that under certain conditions, he is bound to follow the directions of the Utilities Project Manager or his representative, and is in no respect and agent, servant or employee of the City.

d. Any performance or non-performance issues noted by the Project Manager or their representative(s) will be brought to the attention of the Vendor through the use of the Performance Evaluation Form, see Attachment 'A'. The Project Manager or their representative(s) will conduct annual performance evaluations based on areas serviced under this contract/agreement.

RESTORATION OF PROPERTY: Property, public or private, if damaged during construction or removed for the convenience of the work shall be repaired or replaced at the expense of the Vendor in a manner acceptable to the Utilities Project Manager, prior to the final acceptance of the work. Such facilities shall include but are not limited to: signalization equipment and miscellaneous hardware removed from the construction site, driveways, walkways, walls, fences, mailboxes, sod, landscaping, irrigation systems, footings, or underground utilities.

DELAYS:

a. If the Vendor should be delayed in the progress of the work included in the Contract by unforeseeable causes beyond his control, the time for completion of the work may be extended by the Utilities Project Manager or his representative. Requests for extensions of time must be submitted in writing to the Utilities Project Manager or his representative within seven (7) days from the Vendor's knowledge of a delay. Vendor shall not receive any compensation for additional time required to complete the work as a result of any delay.

b. The Vendor shall assume all risks resulting from delays except that should the City, by act or omission, intentionally and without reason, cause delays which result in actual loss to the Vendor. Reimbursement thereof may be adjusted and allowed by the City only after being notified in writing by the Vendor at the time of the delay and after being given an opportunity to verify such money losses as they occur. No payment or adjustment will be allowed to the Vendor as reimbursement for any other delays whatsoever; regardless of by what or by whom caused, even though by other Vendors on the same work, or by times, seasons, or weather; other than amounts provided in the Contract for payment which shall be understood to include and cover all risks due to delays except as stated in the foregoing.

c. If the Vendor fails to start the work within the time specified, and if the City should nevertheless permit the Vendor to continue and complete the same without official extension of time in writing, such permission shall not modify nor waive any liability of the Vendor for damages arising from non-completion of work within the time limit, but all such liabilities shall be subject to continuation in full force against the Vendor.

d. Liability of the Vendor will include any claim by any person for bodily or property damage after the Notice to Proceed was given for the requested work.

MATERIALS:

a. The Vendor shall provide the services of all workmen, mechanics, tradesmen, and other employees trained and skilled in their various occupations and all materials and equipment. The request for work to be performed will require the Vendor to supply all labor, equipment, materials and work incidental to, or described or implied as incidental to, the construction included under this Contract, notwithstanding any omission in the drawings or specifications.

b. Wherever not explicitly described, materials and workmanship of every kind shall be in keeping with industry standards. The Vendor shall perform his work in proper sequence to the work or other Vendors and to acts or operations of the City, and shall properly join his work to existing or new construction.

c. All materials and every process and operation of manufacture, construction and erection shall be subject to inspection at all times, and the Utilities Project Manager or his representatives and their representatives shall have free access to all parts of the work of construction and erection. The Vendor shall remove, reconstruct, replace, and make good, as may be directed, without charge, any defective work. Oversight or error or judgment of inspectors, or previous acceptance, shall not relieve the Vendor from the obligation to make good defects whenever discovered.

FINAL CLEAN-UP:

Upon completion of the work specified herein, and before acceptance of any part thereof, and any payment made to include final payment, the Vendor shall remove from the site completed, all machinery, equipment surplus, and discarded materials and temporary structures. The disposal of all materials, rubbish, and construction debris shall be made at a legal disposal site or by other manner if prior approval is granted by the Project Manager. Materials cleared from the site and deposited on the adjacent or nearby property will not be considered as having been disposed of properly.

U.S. PRODUCED IRON AND STEEL:

Work must comply with the requirements of Section 255.0993, Florida Statutes, which requires any iron or steel product permanently incorporated in the project must be produced in the United States.

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WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION

BID No.: UTL25-002

BIDDERS SUBMISSION REQUIREMENTS

Submittal of General Information and Procurement Forms and Documents. Procurement forms must be complete, signed, notarized, uploaded, and/or acknowledged when required and submitted. In addition, all other requests and supporting documentation should be included.

a) Online Acknowledgement

- ☐ Proposer Acknowledgement
- ☐ Addenda Acknowledgement
- ☐ Confirmation of Drug-Free Workplace
- ☐ Palm Beach Inspector General

b) Online Forms

- ☐ Letter of Interest
- ☐ Confirmation of Minority-Owner Business
- ☐ Local Business Certification
- ☐ Statement of Non-Submittal (if applicable)
- ☐ Schedule of Sub-Consultants
- ☐ References

c) Upload Online

- ☐ Bid Form
- ☐ Bid Bond Documents
- ☐ Bidders Qualification Statement
- ☐ Anti-Kickback Affidavit
- ☐ Non-Collusion Affidavit
- ☐ Certification Pursuant to Florida Statute § 287.135
- ☐ Submit current Florida Professional License (General Contractor License), including evidence of possession of required licenses or business permits
- ☐ Warranties
- ☐ Bonding Capacity
- ☐ E-Verify Form Pursuant to Florida Statute § 448.095
- ☐ Affidavit of Compliance with Foreign Entity Laws
- ☐ Affidavit of Compliance with Anti-Human Trafficking Laws
- ☐ W-9
- ☐ Submit any Supplemental information relative to this BID

GENERAL CONDITIONS FOR CONSTRUCTION
TABLE OF CONTENTS

Article No.		TITLE
		COVER
		TABLE OF CONTENTS
1.		DEFINITIONS
2.		PRELIMINARY MATTERS
	2.1	Delivery of Bonds and Insurance Certificates
	2.2	Copies of Documents
	2.3	Notice to Proceed
	2.4	Starting the Work
	2.5	Pre-Construction Conference
	2.6	Site Mobilization Meeting
	2.7	Progress Meeting
	2.8	Pre-Installation Meeting
	2.9	Finalizing Scheduling
	2.10	Submittals
3.		CONTRACT DOCUMENTS
	3.1	Intent
	3.2	References to Standards
	3.3	Review of Contract Documents
	3.4	Order of Preference
	3.5	Amending Contract Documents
	3.6	Reuse of Documents
4.		SITE OF WORK
	4.1	Availability of Lands
	4.2	Reports of Physical Conditions
	4.3	Physical Conditions – Underground Facilities
	4.4	Differing Site Conditions
	4.5	Reference Points
5.		BONDS AND INSURANCE
	5.1	Bonds
	5.2	Insurance
6.		CONTRACTOR'S RESPONSIBILITIES
	6.1	Contractor Status
	6.2	Contractor Risk
	6.3	Supervision and Superintendence
	6.4	Labor, Material and Equipment
	6.5	Concerning Subcontractors
	6.6	Patent, Fees and Royalties
	6.7	Permits, Laws and Regulations
	6.8	Taxes
	6.9	Record Documents/Right to Audit
	6.10	Safety, Protection and Emergencies
	6.11	Shop Drawings and Samples
	6.12	Site Clean-up
	6.13	Public Convenience and Safety
	6.14	Sanitary Provisions
	6.15	Indemnification
	6.16	Claims
	6.17	Responsibility for Connecting to Existing Work
	6.18	Work in Street, Highway or Other Rights-of-Way
	6.19	Cooperation with Governmental Departments, Public Utilities, Etc.
	6.20	Use of Premises
	6.21	Protection of Existing Property Improvements
	6.22	Temporary Heat
	6.23	Schedule
	6.24	Continuing the Work
	6.25	Contractor's General Warranty and Guarantee
	6.26	Deletion/Oversight/Misstatement
	6.27	Exceptions to Specifications
	6.28	Silence of Specifications
	6.29	Quality
	6.30	Conditions of Materials
	6.31	Disposal
	6.32	Occupational Safety and Health
	6.33	O.S.H.A.
	6.34	Conditions and Packaging
	6.35	Underwriters Laboratories
	6.36	Asbestos
	6.37	Closeout Submittals
	6.38	Temporary Barriers and Enclosures
	6.39	Environmental Controls
	6.40	Security Procedures
	6.41	Product Substitution Procedures
	6.42	Field Samples
7.		OTHER WORK
	7.1	Related Work on Site
	7.2	Coordination
8.		CITY'S RESPONSIBILITIES
	8.1	Communications
	8.2	Furnish Data
	8.3	Payments
	8.4	Lands, Easements, and Surveys
	8.5	Change Orders
	8.6	Suspension of WORK
	8.7	Estimated Dollar Value
	8.8	Quantities
	8.9	Additional Terms and Conditions
9.		CONSULTANT'S STATUS DURING CONSTRUCTION
	9.1	CITY'S Representative
	9.2	Visits to Site

Article No.		TITLE
	9.3	Project Representation
	9.4	Clarifications and Interpretations
	9.5	Measurements
	9.6	Rejecting Defective Work
	9.7	Shop Drawings, Change Orders, and Payments
	9.8	Determination for Unit Prices
	9.9	Decisions on Disputes
	9.10	Inspections and Testing
	9.11	Limitations on CONSULTANT
10.		CHANGES IN WORK
	10.1	Authorized Changes
	10.2	Unauthorized Changes
	10.3	Execution of Field Change Order/Change Order
11.		CHANGE OF CONTRACT PRICE
	11.1	General
	11.2	Cost of the WORK
	11.3	Contractor's Fee
	11.4	Cash Allowances
	11.5	Unit Price WORK
	11.6	Omitted WORK
12.		CHANGE OF CONTRACT TIME
	12.1	General
	12.2	Liquidated Damages
	12.3	Reimbursement of Consultant Expenses
13.		TEST AND INSPECTIONS: CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK
	13.1	Notice of Defects
	13.2	Access to WORK
	13.3	Tests and Inspections
	13.4	Uncovering WORK
	13.5	CITY May Stop the WORK
	13.6	Correction or Removal of Defective WORK
	13.7	One Year Correction Period
	13.8	Acceptance of Defective WORK
	13.9	CITY May Correct Defective WORK
14.		PAYMENTS TO CONTRACTOR AND COMPLETION
	14.1	Schedule of Values
	14.2	Unit Price Bid Schedule
	14.3	Application for Progress Payments
	14.4	Contractor's Warranty of Title
	14.5	Review of Applications for Progress Payment
	14.6	Substantial Completion
	14.7	Partial Utilization
	14.8	Final Inspection
	14.9	Final Application for Payment
	14.10	Final Payment for Acceptance
	14.11	Waiver of Claims
	14.12	Punchlist Procedures
	14.13	Retainage Procedures

Article No.		TITLE
15.		SUSPENSION OF WORK AND TERMINATION
	15.1	CITY May Suspend WORK
	15.2	CITY May Terminate for Cause
	15.3	CITY May Terminate Without Cause
	15.4	Removal of Equipment
	15.5	Contractor May Stop WORK or Terminate
16.		DISPUTE RESOLUTION
	16.1	Good Faith Effort
	16.2	Mediation
17.		MISCELLANEOUS
	17.1	Giving Notice
	17.2	Computation of Time
	17.3	Notice of Claims
	17.4	Cumulative Remedies
	17.5	Accident and Prevention
	17.6	Florida Products and Labor
	17.7	Employees
	17.8	Non-Discrimination
	17.9	Drug-Free Workplace
	17.10	Public Entity Crimes
	17.11	Assignment
	17.12	Venue
	17.13	Funding Out
	17.14	CITY'S Purchasing Card
	17.15	Debarment
	17.16	Requirements for Personnel Entering CITY'S property
	17.17	Product Recall
	17.18	Rights to Bid Documents
	17.19	Severability
	17.20	Verification of Employment Status
	17.21	Abbreviations and Symbols

ARTICLE 1 – DEFINITIONS

Whenever used in the Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.1 **Acceptance:** Written Acknowledgement by the CITY's Project Manager that the Work is fully complete in accordance with the Contract Documents.

1.2 **Addenda:** Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding requirements of the Contract.

1.3 **Application for Payment:** The form accepted by the CONSULTANT which is to be used by CONTRACTOR to request progress payment and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.4 **Award Letter:** The official written notice by the CITY to the apparent successful Bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated with the award letter, within the time specified, the CITY may enter into a Contract.

1.5 **Bid:** The offer of the BIDDER submitted on the prescribed form setting forth the prices of the Work.

1.6 **Bidder:** Any person, firm or corporation submitting a Bid for the Work directly to the CITY.

1.7 **Bid Documents:** Includes the Invitation to Bid, Instructions to Bidders, Bid Form, and proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

1.8 **Bonds:** Bid, performance and payment bonds and other instruments of security, furnished by the CONTRACTOR and their surety in accordance with the Contract Documents and in accordance with the law of the State of Florida.

1.9 **Change Order:** A written order to the CONTRACTOR executed by the CITY, CONSULTANT, and CONTRACTOR authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time that may be as a result of an emergency or unforeseen physical conditions which occur after execution of the Contract. Such change order shall be in accordance with para 9.4 "Clarifications and Interpretations" or orders minor changes in the Work in accordance with para. 10.1 "Authorized Changes in the Work".

1.10 **CITY:** The City of Boynton Beach, Florida, a municipal corporation, its authorized and legal representatives, the public entity with whom the CONTRACTOR has entered into the agreement and for whom the Work is to be provided. The term **CITY** will be used interchangeably with the term **OWNER.**

1.11 **CITY's Representative:** The person or persons designated by the CITY's Project Manager. The CITY's Project Manager may include the CONSULTANT.

1.12 **Consultant:** The person, firm or corporation named as such in the Contract Documents that acts as the CITY's authorized agent within the scope of work entrusted to them at the CITY.

1.13 **Consultant's Representative:** An authorized representative of the CONSULTANT assigned to observe the Work performed and materials furnished by the CONTRACTOR.

1.14 **Contract:** The written agreement between CITY and CONTRACTOR covering the Work to be performed. The term **Contract** will be used interchangeably with the term **Agreement.**

1.15 **Conformed Contract Documents:** Contract Documents which consolidate all bidding documents including all addenda which are incorporated by and signed and sealed by the CONSULTANT. The Conformed Contract Documents shall be used by the CONTRACTOR to create the Record Drawings for the Project.

1.16 **Contract Documents:** The Contract Documents establishing the rights and obligations of the parties and include the Contract, Contract/Bid, Addenda, CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the notice of award, when attached as an exhibit to the Contract, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, Special Conditions, and the Drawings as the same are more specifically identified in the Contract, together shall all Written Amendments, Change Orders, Field Change Orders (change orders as a result of Field changes), and CONSULTANT's written interpretations and clarifications issued on or after the Effective Date of the Contract. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format or text, data, graphics, and the like that may be furnished by CITY to CONTRACTOR are not Contract Documents.

1.17 **Contract Price:** The total monies payable by the CITY to the CONTRACTOR under the terms and conditions of the Contract Document.

1.18 **Contract Time:** The number or numbers of successive days or dates stated in the Contract Documents for the completion of the Work.

1.19 **CONTRACTOR:** The individual, partnership, corporation, joint venture, or other legal entity with whom the CITY has entered into the Contract to perform work to complete the project that is the subject of the Bid.

1.20 **DAY:** A calendar day of 24 hours measured from midnight to the next midnight.

1.21 **Defective Work:** Work that is unsatisfactory, faulty, or deficient, or that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents; or Work that has been damaged prior to the CONSULTANT's recommendation of final payment.

16.1 **Drawings:** The drawings, plans, maps, profiles, diagrams, and other graphic representations which show character, location, nature, extent and scope of the Work, which have been prepared or approved by CONSULTANT and are included and/or referred to in the Contract Documents. Shop Drawings are not Drawings as defined in this paragraph.

1.22 **Effective Date of the Contract:** The date indicated in the Contract, but if no such date is indicated, it means the last date on which the Contract is signed by the last of all parties to execute the Contract.

1.23 **Field Order:** A written order issued by the CITY's Project Manager or the CONSULTANT which clarifies or interprets the Contract Documents. The Field Order shall not impact Contract Price or Contract Time.

1.24 **General Requirements:** See General Conditions and Section 1 of the Technical Specifications as Special Conditions.

1.25 **Laws and Regulations; Laws or Regulations:** Laws, rules, codes, regulations, ordinances and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations, either federal, state or local.

1.26 **Local Public Agency:** Any public entity which has regulatory jurisdiction over any part of the Work during the construction project.

1.27 **Notice to Proceed:** The written notice issued by the CITY, or its agents, to the CONTRACTOR authorizing the CONTRACTOR to proceed with the Work and establishing the date of commencement of the Contract Time, and the date the Contract Work to be completed.

1.28 **Partial Utilization:** Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

1.29 **Project:** The total construction of which the Work to be provided under the Contract Documents.

1.30 **Resident Project Representative:** The authorized representative of the CONSULTANT who is assigned to the Site or any part thereof.

1.31 **Responsible Bidder, Offeror, Quoter, or Respondent:** An individual or business that has submitted a bid, offer, proposal, quotation, or response, which has the capability in all respects to perform fully the Contract requirements, and the integrity and reliability which will give reasonable assurance of good faith and performance.

1.32 **Responsive Bidder, Offeror, Quoter, or Respondent, Vendor, Contractor:** an individual, or business that has submitted a bid, offer, proposal, quotation, or response, which conforms in all material respects to the solicitation, including but not limited to compliance with any W/MBE requirements contained within the solicitation.

1.33 **Shop Drawings:** All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by or for the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents. Shop Drawings are not part of the Contract Documents and failure of the CONSULTANT or the CITY or any of its representatives to take exception to any product, material, system or installation depicted on Shop Drawings that are not in conformance with the requirements of the Contract Documents shall not constitute a Field Order or Change Order or any other modification of the Contract Documents, and shall not relieve the CONTRACTOR from complying with any portion of the Contract Documents.

1.34 **Special Conditions:** When included as part of the Contract Documents, Special Conditions refer only to the Work under this Contract. Special Conditions take precedence over the General Conditions.

1.35 **Specifications:** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards or workmanship as applied to the Work and certain administrative details applicable thereto.

1.36 **Sub-Bidder:** One who submits a Bid to a Bidder.

1.37 **Sub-Contractor:** An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other Sub-Contractor for the performance of a part of the Work at the Site.

1.38 **Substantial Completion:** For purposes of this Contract, and for compliance of those procedures, duties and obligations as set forth in Florida Statutes § 218.70 and § 218.735, the term Substantial Completion shall be as follows, in lieu of any other definition:

a. "Substantial Completion" is defined as the point where the CITY is able to enjoy beneficial occupancy of the WORK and where the Work has achieved that level of completion such that the CITY is able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life safety and regulatory use; with the exception of incidental or incomplete items where a lack of completion of such incidental or incomplete items of Work shall adversely affect the complete operation of other areas of the Work.
b. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific as set forth in attached Special Conditions.
c. When the entire Project is considered to be Substantially Complete, this does not constitute Final Acceptance or Final Completion of the entire Project.

1.39 **Successful Bidder:** The lowest, qualified, responsible and responsive Bidder to whom the CITY (on the basis of the CITY's evaluation as hereinafter provided) makes an award.

1.40 **Supplementary General Conditions:** The part of the Contract Documents which amends or supplements these General Conditions.

1.41 **Supplier:** A manufacturer, fabricator, supplier, distributor, material man, or vendor.

1.42 **Surety:** The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and their acceptable performance of the Work.

1.43 **Unbalanced Bids:**

a. Mathematically Unbalanced Bid: a bid containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.
b. Materially Unbalanced Bid: a bid which generates a reasonable doubt that award to the Bidder submitting a mathematically unbalanced

bid will result in the lowest ultimate cost to the CITY; or which is so mathematically unbalanced as to result in an advanced payment.

1.44 **Unit Price Work:** Work to be paid for on the basis of unit prices.

1.45 **Utilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground or above ground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum, telephone, or other communications, cable television, water supply or distribution, sewage and drainage removal, traffic or other control systems.

1.46 **Work:** Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the successful Bidder/ CONTRACTOR under the Contract Documents, including all labor, materials, equipment, and other incidentals, and the furnished thereof.

1.47 **Written Amendment:** A written amendment of the Contract Documents, signed by the CITY and CONTRACTOR on or after the Effective Date of the Contract.

ARTICLE 2 – PRELIMINARY MATTERS

2.1 DELIVERY OF BONDS AND INSURANCE CERTIFICATES:

2.1.1 The CONTRACTOR shall deliver to the CITY such Bonds and Insurance Policies, Certificates or other documents as the CONTRACTOR may be required to furnish in accordance with the Contract Documents. The aforementioned documents must be submitted to the CITY prior to any work being performed.

2.2 COPIES OF DOCUMENTS:

2.2.1 The CITY shall furnish to CONTRACTOR ONE (1) copy (unless additional copies exist) of the Conformed Contract Documents for the execution of the Work. CONTRACTOR shall be responsible for procuring additional copies from the CONSULTANT.

2.3 NOTICE TO PROCEED:

2.3.1 The Contract Times shall commence to run on the date stated in the Notice to Proceed.

2.4 COMMENCEMENT THE WORK:

2.4.1 CONTRACTOR shall begin to perform the Work on the commencement date stated in the Notice to Proceed, but no Work shall be done at the Site prior to such commencement date.

2.4.2 CONTRACTOR's Review of the Contract Documents: Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to CONSULTANT any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from CONSULTANT before proceeding with any Work affected thereby.

2.5 PRE-CONSTRUCTION MEETING:

2.5.1 The CONTRACTOR is required to attend a preconstruction meeting within ten (10) days after the effective date of the Contract, but before any Work at the Site is started (unless otherwise specified in the Special Conditions). This meeting shall be attended by the CITY, CONSULTANT and others as appropriate in order to discuss the Work.

2.5.2 The CONTRACTOR's initial schedule for shop drawings submittals, obtaining permits and Plan of Operation and Critical Path Method (CPM) Schedule shall be reviewed and finalized. As a minimum, the CONTRACTOR's representatives should include its project manager and schedule expert. If the submittals are not finalized at the end of the meeting, additional meetings shall be held so that the submittals can be finalized prior to the submittal of the first Application for Payment. No Application for Payment shall be processed prior to receiving acceptable initial submittals from the CONTRACTOR.

2.5.3 CITY shall schedule pre-construction meeting.

2.5.3.1 Attendance Required: CITY's Project Manager, CONSULTANT, and CONTRACTOR/CM Project Manager and Superintendent.

2.5.3.2 Agenda: Distribution of Conformed Contract Documents, Confirmation based on prior submission (during Bid process) of the list of Subcontractors, list of Products, Project Safety Plan, Schedule of Values and Progress Schedule.

2.5.3.3 Designation of personnel representing the parties in Contract and the CONSULTANT.

2.5.3.4 Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal requests, Change Orders, and Contract close-out procedures.

2.5.3.5 Issuance of Notice to Proceed.

2.5.3.6 Copies of the Application for Payment, Change Order, Submittal Requirements/Record, Request for Information (RFI), Shutdown Request, Boynton Beach Department of Engineering Right-of-Way Permit Procedure and Project Sign format will be distributed.

2.6 SITE MOBILIZATION MEETING:

2.6.1 CITY will schedule a meeting at the Project Site prior to CONTRACTOR occupancy.

2.6.2 Attendance Required: CITY, CONSULTANT, Special Consultants, and CONTRACTOR, CONTRACTOR's superintendent, and major Sub-Contractors.

2.6.3 Agenda:

2.6.3.1 Use of premises by CITY and CONTRACTOR.

2.6.2.1 CITY's requirements and partial occupancy.

2.6.2.2 Construction facilities and controls provided by CITY.

2.6.2.3 Temporary utilities provided by the CITY.

2.6.2.4 Survey and building layout
2.6.2.5 Security and housekeeping procedures.
2.6.2.6 Schedules
2.6.2.7 Application for Payment Procedures
2.6.2.8 Procedures for testing
2.6.2.9 Procedures for maintaining record documents.
2.6.2.10 Requirements for start-up of equipment.
2.6.2.11 Inspection and acceptance of equipment put into service during construction period.
2.6.2.12 CONSULTANT shall record minutes and distribute copies within two (2) days after meeting to participants, with copies to all, participants including CONTRACTOR, and those affected by decisions made.

2.7 PROGRESS MEETINGS

2.7.1 Schedule and administer meetings throughout progress of the Work at maximum monthly intervals. Make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.

2.7.2 Attendance Required: Job superintendent, major Sub-Contractors and suppliers, CITY, CONSULTANT, as appropriate to agenda topics for each meeting.

2.7.3 Agenda:
2.7.3.1 Review minutes of previous meetings.
2.7.3.2 Review of work progress.
2.7.3.3 Field observations, problems and decisions.
2.7.3.4 Identification of problems that impeded planned progress.
2.7.3.5 Review of submittal, schedule and status of submittals.
2.7.3.6 Review of off-site fabrication and delivery schedules.
2.7.3.7 Maintenance of progress schedule.
2.7.3.8 Corrective measures to regain projected schedules.
2.7.3.9 Planned progress during succeeding work period.
2.7.3.10 Coordination of projected progress.
2.7.3.11 Maintenance and quality of work standards.
2.7.3.12 Effect of proposed changes on progress schedule and coordination.
2.7.3.13 Other business related to work.
2.7.3.14 Record minutes and distribute copies within two (2) days after meeting to participants, with copies to CONSULTANT, CITY, and those affected by decisions made.

2.8 PRE-INSTALLATION MEETING:

2.8.1 When required in individual specification section, convene a pre-installation meeting at the site prior to commencing work on the section.

2.8.2 Require attendance of parties directly affecting, or affected by, work of the specific section.

2.8.3 Notify CITY and CONSULTANT five (5) working days in advance of meeting date.

2.8.4 Prepare agenda and preside at meeting.

2.8.5 Review conditions of installation, preparation and installation procedures.

2.8.6 Review coordination with related work.

2.8.7 Record minutes and distribute copies within three (3) days after meeting to participants with copies to CONSULTANT, CITY and those affected by decisions made.

2.9 FINALIZING SCHEDULES:

2.9.1 Within ten (10) days of receiving the Notice to Proceed, the CONTRACTOR shall submit the final schedule approved by the CITY and CONSULTANT. The finalized progress schedule shall be acceptable to the CITY as providing an orderly progression of the Work to completion within the Contract Time. Such acceptance shall neither impose on the CITY's responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereof. The finalized schedule of Shop Drawing submissions shall be acceptable to the CITY as providing a workable arrangement for processing the submissions. The finalized Schedule of Values shall be acceptable to the CITY as to form and substance.

2.10 SUBMITTAL PROCEDURES:

2.10.1 SCOPE OF WORK: Administrative and procedural requirements for processing of submittals during construction process. Submittals may include the following:
a) Proposed Products Lists
b) Proposed Vendor List
c) Product Data
d) Shop Drawings
e) Samples
f) Design Data
g) Field Test Reporting
h) Quality Control Reporting
i) Certificates
j) Manufacturer's Installation, Handing and Storage Instructions

k) Manufacturer's Field Reports
l) Erection Drawings
m) Close-out Documents
n) Warranties
o) Scheduling of Work
p) Construction Progress Schedule
q) Submittals Schedule
r) Survey and Layout Data
s) Construction Progress Reporting
t) Periodic Work Observation
u) Photographic Documentation
v) Purchase Order Tracking
w) Operation and Maintenance Documentation

2.10.2 RELATED SECTIONS:

A. Payment Procedures
B. Project Coordination
C. References
D. Quality Control
E. Product Storage and Handling Requirements
F. Close-out Submittals

2.10.2.1 SEE 2.10.2 RELATED SECTIONS AND SUBMITTAL SECTIONS 2.10.1 FOR INDIVIDUAL SUBMITTAL PROCEDURES.

2.10.3 SUBMITTAL PROCEDURES - GENERAL

2.10.3.1 Submittal Procedures shall be in conformance with General Conditions of the Contract and as amended by the CITY.
2.10.3.2 Transmit each submittal with CITY's Standard Transmittal Form.
2.10.3.3 Sequentially number each transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
2.10.3.4 Identify project, CONTRACTOR, Sub-Contractor or supplier pertinent drawing and detail number, and specification section number, as appropriate.
2.10.3.5 Apply CONTRACTOR's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information are in accord with requirements of the Work and Contract Documents.
2.10.3.6 Schedule submittals to expedite the Project, and delivery to CONSULTANT and CITY at business address. Coordinate submission of related items.
2.10.3.7 For each submittal for review, allow fifteen (15) days including delivery time to and from the CONTRACTOR.
2.10.3.8 Identify variations from Contract Documents and product or system limitations, which may be detrimental to successful performance of the completed Work.
2.10.3.9 Provide space for CONTRACTOR and CONSULTANT review stamps.
2.10.3.10 When revised for resubmission, identify all changes made since previous submission.
2.10.3.11 Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
2.10.3.12 Submittals not requested will not be recognized or processed.

2.10.4 PRODUCT DATA

2.10.4.1 Product Data for Review:
2.10.4.1.1 Submit to CONSULTANT for review for purpose of checking for conformance with information given and design concept expressed in Contract Documents.

2.10.4.1.2 After review, provide copies and distribute per Submittal Procedures article above and for Record Documents purposes described in the Special Conditions 01740 "Project Documentation and Closeout."

2.10.4.2 Product Data for Project Information:
2.10.4.2.1 Submittal for CONSULTANT's knowledge as contract administrator for CITY.

2.10.4.3 Product Data for Project Close-out:
2.10.4.3.1 Submit for CITY's benefit during and after the project completion.

2.10.4.4 Submit required number of copies as per CONTRACTOR/CM, plus two (2) copies for CONSULTANT.

2.10.4.5 Mark each copy to identify applicable products, models, options and other data.

2.10.4.6 Supplement manufacturers' standard data to provide information unique to project.

2.10.4.7 Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

2.10.4.8 After review, distribute in accord with Submittal Procedures article above and provide copies for Record Documents described in the

Special Conditions 01740 "Project Documentation and Closeout."

2.10.5 CONSTRUCTION SUBMITTALS

2.10.5.1 Submit one (1) copy of Building Permit, Site Permits, Environmental Permits, or other permits required for construction of work.

2.10.5.2 Submit Payment Applications to CONSULTANT for review for purpose of checking conformance with information given and design concept expressed in Contract Documents.

2.10.5.3 Certificates:
- 2.10.5.3.1 When specified, submit certification by manufacturer, installation/application Sub-Contractor, or CONTRACTOR to CONSULTANT, in quantities specified for Product Data.
- 2.10.5.3.2 Indicate material or Product conforms to or exceeding specified requirements.
- 2.10.5.3.3 Submit supporting reference date, affidavits, and certifications as appropriate.
- 2.10.5.3.4 Certificates may be recent or previous test results on material or Product, but must be acceptable to CONSULTANT.

2.10.5.4 Manufacturer's Instructions:
- 2.10.5.4.1 When specified, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to CONSULTANT for delivery to CITY in quantities specified for Product Data.
- 2.10.5.4.2 Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- 2.10.5.4.3 Refer to Quality Control and Warranty sections for quality assurance requirements.

2.10.5.5 Manufacturer's Field Reports:
- 2.10.5.5.1 Submit reports to CONSULTANT and CITY's Project Manager.
- 2.10.5.5.2 Submit report within ten (10) days of observation to CONSULTANT.
- 2.10.5.5.3 Submit for information for purpose of assessing conformance with information given and design concept expressed in Documents.

2.10.5.6 Erection Drawings:
- 2.10.5.6.1 Submit drawings to CONSULTANT and CITY's Project Manager.
- 2.10.5.6.2 Submit for information for purpose of assessing conformance with information given and design concept expressed in Documents.
- 2.10.5.6.3 Data indicating inappropriate or unacceptable work is subject to rejection by CONSULTANT or CITY.

ARTICLE 3 – USE OF CONTRACT DOCUMENTS

3.1 INTENT:

3.1.1 The Contract Documents comprise the entire agreement between the CITY and CONTRACTOR concerning the Work. The Contract Documents are complementary: what is called for by one is as binding as if called for by all. The Contract Documents shall be construed in accordance with the laws of the State of Florida with venue in Palm Beach County, Florida.

3.1.2 It is the intent of the Contract Documents to describe the Work, functionally complete, to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided whether or not specifically called for.

3.2 REFERENCE TO STANDARDS:

3.2.1 Reference to standard specifications, manuals or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties or responsibilities of the CITY, CONTRACTOR or CONSULTANT or any of their agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to CITY, CONSULTANT, or CONSULTANT's agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of the Contract Documents.

3.3 REVIEW OF CONTRACT DOCUMENTS:

3.3.1 The Contract Documents which comprise the Contract between the CITY and the CONTRACTOR are attached hereto and made part hereof and consist of the following:
- 3.3.1.1 The Purchase Order
- 3.3.1.2 Contractor's Bid and Bid Bonds
- 3.3.1.3 Bid Documents consisting of:
- 3.3.1.4 Invitation to Bid and Instructions to Bidders
- 3.3.1.5 General Conditions
- 3.3.1.6 Supplemental Conditions
- 3.3.1.7 Technical Specifications
- 3.3.1.8 All Plans
- 3.3.1.9 All Addenda
- 3.3.1.10 Recorded Public Construction Performance and Payment Bond in a form supplied by the CITY, which shall be provided to the CITY by the CONTRACTOR, along with the return of an executed Purchase Order. The CONTRACTOR shall be responsible for recording the Public Construction Bond.

3.3.1.11 Insurance Certificates shall be provided by the CONTRACTOR, along with the return of an executed copy of the Contract.
3.3.1.12 Any modifications, including change orders, duly delivered after execution of this Contract.
3.3.1.13 Executed Notice to Proceed

3.3.2 Except for duly authorized and executed Modifications including but not limited to change orders and contract amendments, any conflict between the terms and conditions of this Contact and the terms and conditions of any of the other Contract Documents shall be interpreted in favor of this Contract.

3.3.3 If, during the performance of the Work, CONTRACTOR finds a conflict, error, or discrepancy in the Contract Documents, the CONTRACTOR shall so notify the CONSULTANT, in writing, at once and before proceeding with the Work affected thereby, and shall obtain written interpretation or clarification except in an emergency as authorized in paragraph 6.13

3.4 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS:

3.4.1 In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:
1. Change Order
2. Construction Contract or Purchase Order.
3. Addenda, with later date having greater priority.
4. Bid Form
5. Special Conditions
6. Supplemental General Conditions
7. Invitation to Bid
8. Instructions to Bidders
9. General Conditions
10. Technical Specifications
11. Contract Drawings

The captions or subtitles of the several articles and divisions of these Contract Documents constitute no part of the context and hereof, but are only labels to assist in locating and reading the provisions hereof.
However, In the event of inconsistent or conflicting provisions of the Purchase Order or Contract and referenced documents, the following descending order of precedence shall prevail:
1. Specifications
2. Drawings
3. Special/Supplemental Conditions
4. General Conditions
5. Item Description.

3.4.2 With reference to Drawings, the order of precedence is as follows:
1. Figures govern over scaled dimensions.
2. Detail drawings govern over general drawings.
3. Addenda/Change Order drawings govern over any other drawings.
4. Drawings govern over standard drawings.

3.4.3 Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 (Amending of Contract Documents), the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:
1. the provisions of any such standard, specifications, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
2. The provisions of any such Law or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).
3. No provision of any such standard, specifications, manual, code or instruction shall be effective to change the duties and responsibilities of CITY, CONTRACTOR or CONSULTANT, or any of their Sub-Contractors, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to CITY, CONSULTANTS or any of CONSULTANT's agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of para 9.11 (Limitations on Consultant) or any other provision of the Contract Documents.

3.5 AMENDING CONTRACT DOCUMENTS:

3.5.1 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof by a Change Order (pursuant to Article 10, Changes in Work).
3.5.2 Additionally, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, in one or more of the following ways:
3.5.2.1 A Change Order (pursuant to paragraph 10, Changes in Work)
3.5.2.2 CONSULTANT's approval of a Shop Drawings or sample (pursuant to paragraph 6.11, Shop Drawings and Samples), or
3.5.2.3 CONSULTANT's written interpretation or clarification (pursuant to paragraph 9.4, Clarifications and Interpretations).

3.6 REUSE OF DOCUMENTS:

3.6.1 Neither CONTRACTOR nor any Sub-Contractor or Supplier or other persons or organizations performing or furnishing any of the Work under a direct or indirect contract with the CITY shall have or acquire any title to or ownership rights in any of the Contract Documents, drawings, Special Conditions or other documents used on the Work; and, they shall not reuse any of these on extensions of the Project or any other project without prior written consent of the CITY and CONSULTANT.

ARTICLE 4 – SITE OF WORK

4.1 AVAILABILITY OF LANDS:

4.1.1 The CITY shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed; rights-of-way and easements for access thereto and such other lands which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities shall be obtained and paid for by the CITY, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the CONTRACTOR exclusive occupancy of the lands of rights-of-way provided. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities of storage of materials and equipment.

4.1.2 Occupying Private Land: The CONTRACTOR shall not enter upon nor use any property not under the control of the CITY until a written temporary construction easement agreement has been executed by the CONTRACTOR and the property owner, and a copy of such easement furnished to the CITY and CONSULTANT prior to said use; and neither the CITY nor the CONSULTANT shall be liable for any claims or damages resulting from the CONTRACTOR's trespass on or use of any such properties. The CONTRACTOR shall provide the CITY with a signed release from the property owner confirming that the lands have been satisfactorily restored upon completion of the Work.

4.1.3 Work in State, County and CITY Rights-of-Way and Easements: When the Work involves the installation of sanitary sewers, storm sewers, drains, water mains, manholes, underground structures, or other disturbances of existing features in or across streets, rights-of-way, easements, or other property; the CONTRACTOR shall (as the Work progresses) promptly back-fill, compact, grade and otherwise restore the disturbed area to a basic condition which shall permit resumption of pedestrian or vehicular traffic and any other critical activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the Site presents a neat appearance as part of the Contract.

4.1.4 Work Adjacent to Telephone, Power, Cable TV, and Gas Company Structures: In all cases where Work is to be performed near telephone, power, water, sewer, drainage, cable TV, or gas company facilities; the CONTRACTOR shall provide written notification to the respective companies of the areas of which Work is to be performed, prior to the actual performance of any Work in these areas.

4.1.5 Use of Public Streets: The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other vehicular and non-vehicular traffic. The CONTRACTOR shall remove any earth or excavated materials spilled from trucks and clean the streets to the satisfaction of the CITY, the CONSULTANT, the Florida Department of Transportation, or other agency or governmental entity having jurisdiction, as applicable.

4.2 REPORTS OF PHYSICAL CONDITIONS:

4.2.1 **Subsurface Explorations:** Where applicable, reference is made in the Special Conditions for identification of those reports of explorations and tests of subsurface conditions at the Site that have been utilized by CONSULTANT in preparation of the Contract Documents.

4.2.2 **Existing Structures:** Where applicable, reference is made to the Special Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3 herein) which are at or contiguous to the Site that have been utilized by CONSULTANT in preparation of the Contract Documents.

4.2.3 Neither the CITY nor CONSULTANT makes any interpretation as to the completeness of the reports or drawings referred to in paragraphs 4.2.1 "Subsurface Explorations" or 4.2.2 "Existing Structures" above or the accuracy of any data or information contained herein. CONTRACTOR may rely upon the general accuracy of the technical data contained in such reports and drawings but not for the completeness thereof for CONTRACTOR''s purposes including but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the CONTRACTOR and safety precautions and programs incident thereto. The CONTRACTOR may not rely upon any interpretation of such technical data, including any interpolation or extrapolation thereof, or any non-technical data, interpretations, and opinions contained therein.

4.2.4 Where the dimensions and location of existing structures are of importance to the installation or connection of new Work, the CONTRACTOR shall verify such dimensions and locations in the field before the fabrication of any materials or equipment which is dependent on the correctness of such information. There shall be no additional cost to the CITY for CONTRACTOR's failure to verify such dimensions and locations, or for inaccurate verifications by CONTRACTOR. CONTRACTOR shall bear the full cost of any modifications to the Work which result from subsurface conditions which result from subsurface conditions which could have been reasonably been discovered prior to commencement of the Work or a portion of the work.

4.3 PHYSICAL CONDITIONS – UNDERGROUND FACILITIES:

4.3.1 **Indicated:** The information and data indicated in the Contract Documents with respect to existing Underground Utilities at or contiguous to the Site is based on information and data furnished to the CITY or CONSULTANT by the owners of such Underground Facilities or by others.

4.3.1.1 The CITY and CONSULTANT shall not be responsible for the accuracy or completeness of any such information or data, and

4.3.1.2 The CONTRACTOR shall notify the Underground Service Alert (USA) System, Phone No. 1-800-227-2600 and Sunshine State One Call Services (1-800-432-4770) at least forty-eight (48) hours in advance of the commencement of Work at any site to allow the member of utilities to examine the construction site and mark the location of the utilities' respective facilities.

4.3.1.3 The CONTRACTOR acknowledges that some (or all) of the utility companies with facilities shown on the drawings may not be members of the USA System or Sunshine State One Call Services; and therefore, not automatically contacted by the above referenced telephone number. The CONTRACTOR will be responsible for making themselves aware of utility company facilities not reported by the USA System or Sunshine State One Call Services, and shall be liable for any and all damages stemming from repair or delay costs or any other expenses resulting from the unanticipated discovery of underground utilities. The CONTRACTOR shall be responsible for notifying all of the utilities at least forty-eight (48) hours in advance of the commencement of Work at any site to allow the utilities to examine the construction site and mark the location of the utilities' respective facilities. The CONTRACTOR shall also be responsible for verifying that each utility has responsibly responded to such notification.

4.3.1.4 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data. Further, the

CONTRACTOR shall be responsible for locating all Underground Facilities whether or not shown or indicated in Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.10, and repairing any damage thereto resulting from Work, the cost of all of which shall be considered as having been included in the Contract Price.

4.3.1.5 All water pipes, sanitary sewers, storm drains, force mains, gas mains, or other pipes, telephone or power cables or conduits, pipe or conduit casings, curbs, sidewalks, service lines, and all other obstructions, whether or not shown, shall be temporarily removed from or supported across utility line excavations. Where it is necessary to temporarily interrupt services, the CONTRACTOR shall notify both the CITY and occupant of such facilities five (5) calendar days before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, the CONTRACTOR shall obtain permission from the CITY or occupant, or shall make suitable arrangements for their disconnection by the CITY or occupant. The CONTRACTOR shall be responsible for all damages to any such pipes, conduits or cables, and shall restore them to service promptly, as part of the Work, as soon as the Work has progressed past the point involved. Approximate locations of known water, sanitary, drainage, natural gas, power, telephone and cable TV installations along the route of new pipelines or in the vicinity of new Work are shown, but are to be verified in the field by the CONTRACTOR prior to performing the Work. The CONTRACTOR shall uncover these pipes, ducts, cables, etc. carefully by hand prior to installing their work. Any discrepancies or differences found shall be immediately brought to the attention of the CONSULTANT in order that necessary changes may be made to permit installation of the Work.

4.3.2 **Not Indicated:** If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown, nor located by the facilities owner and which CONTRACTOR could not reasonably have been expected to be aware of; CONTRACTOR shall promptly, after becoming aware of thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.10), identify the owner of such Underground Facility and give written notice thereof to that owner, the CITY and CONSULTANT. The CONSULTANT shall promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility. The Contract Documents shall be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.13.

4.4 DIFFERING SITE CONDITIONS

4.4.1 The CONTRACTOR shall notify the CONSULTANT in writing, of the following unforeseen conditions, hereinafter called differing Site conditions, within twenty-four (24) hours upon their discovery (but in no event later than seven (7) days after their discovery) and before they are disturbed:

4.4.1.1 Subsurface or latent physical conditions at the Site of Work differing materially from those indicated, described, or delineated in the Contract Documents, including those reports discussed in paragraph 4.2 and 4.3 (Physical Conditions, Underground Facilities), and

4.4.1.2 Any unknown physical conditions at the Site of the Work of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents including those reports and documents discussed in paragraph 4.2 and 4.3

4.4.2 CONSULTANT shall promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto, and advise the CITY in writing (with a copy to the CONTRACTOR) of CONSULTANT's findings and conclusions.

4.4.3 If CONSULTANT concludes that because of newly discovered conditions a change in the Contract Documents is required, a Change Order shall be issued as provided in Article 10 (Changes in Work) to reflect and document the consequences of the difference.

4.4.4 In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, shall be allowable to the extent that they are attributable to any such inaccuracy or difference. No such change shall occur if the differing site conditions could reasonably have been discovered by CONTRACTOR prior to commencement of Work, or a portion of the Work, through the subsurface explorations described in Sections 4.2 and 4.3. If the CITY and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Article 11 (Change of Contract Price) and Article 12 (Change of Contract Time).

4.4.5 The CONTRACTOR's failure to give notice of differing Site conditions within twenty-four (24) hours or no later than seven (7) days of their discovery and before they are disturbed, shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

4.5 REFERENCE POINTS:

4.5.1 The CITY shall provide, if available, engineering surveys to establish reference points for construction, which in CONSULTANT's judgment are necessary to enable CONTRACTOR to proceed with the Work.

4.5.2 CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the CITY. The CONTRACTOR shall report to the CONSULTANT whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 – BONDS AND INSURANCE

5.1.1 CONTRACTOR shall upon delivery of the executed Contract or receipt of Award letter from the CITY, furnish Performance and Payment Bonds, each in an amount at least ONE HUNDRED PRECENT (100%) of the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. Said bonds must be provided to the CITY within ten (10) business days of the Award Letter or delivery of a Purchase Order or contract to the CONTRACTOR to execute and return to the CITY; or the CITY, at its sole discretion and option may terminate the contract. These bonds shall remain in effect at least until one (1) year

after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Special Conditions. Each Bond shall be furnished in an amount equal to ONE HUNDRED PERCENT (100%) of the amount of the Contract award. The form and conditions of the Bond and the Surety shall be as specified and supplied by the CITY in the Bid Documents.

5.1.2 The Surety shall be a nationally recognized Surety Company, acceptable to the CITY, listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations vs Treasury Department, and meet other requirements of Section 287.0935 Florida Statutes.

For projects exceeding five hundred thousand dollars ($500,000), all bonds shall be placed with sureties with Best Ratings as stated below:

The name, address, and telephone number of the surety and its agent must be listed on the bond.

5.1.3 For contracts up to $499,999.99, the surety shall have twice the minimum surplus and capital required by the Florida Insurance Code at the time the Bid is issued for the Work, otherwise the surety shall have the minimum ratings:

CONTRACT AMOUNT	BEST KEY RATING
Under $500,000	Class IX A or better
$500,000 to $2,499,999.99	Class XI A or better
Over $2,500,000	Class XIV A or better

5.1.4 The Bond shall specifically incorporate and acknowledge the Surety's responsibility for liquidated damages.

5.1.5 Bonds shall be executed and issued by a registered agent, licensed and having an office in the State of Florida representing such corporate sureties.

5.1.6 If the CONTRACTOR is a partnership, the Bond shall be signed by each of the individuals who are partners; if a corporation, the Bond shall be signed in the correct corporate name by duly authorized officer, agent, or attorney-in-fact. There shall be an appropriate number of executed counterparts of the bond corresponding to the number of counterparts in the Contract. Each executed bond shall be accompanied by a) appropriate acknowledgement of the respective parties; b) appropriate duly certified copy of Power-of-Attorney or other certification of authority where Bond is executed by agent, officer or other representative of CONTRACTOR or Surety; c) duly certified extract from by-laws or resolutions of Surety under which Power-of-Attorney, or other certificate of Authority of its agent, officer or representative was issued.

5.1.7 If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent, or its right to do business is terminated in the state of Florida or it ceases to meet the requirements of paragraph 5.1.3 and 5.1.4, CONTRACTOR shall within five (5) days thereafter substitute another Bond and Surety, both of which must be in conformance with paragraph 5.1.3 and 5.1.4. **Under no circumstances shall the successful CONTRACTOR begin Work until they have supplied to the CITY Performance and Payment Bonds and Affidavit for Bond using the CITY's form, and the CITY has approved the Bond.**

5.1.8 **The Bonds must be recorded in the Legal Records Department of Palm Beach County, Florida. Proof of recordation must be submitted to Procurement Services Division. The Bond number must be stated on the first page of the Bond.**

5.2 INSURANCE:

5.2.1 The CONTRACTOR agrees to, in the performance of Work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement that are applicable to the CONTRACTOR, its employees, agents, or Sub-Contractors, if any, with respect to the Work and services described herein. The CONTRACTOR shall obtain at CONTRACTOR's expense all necessary insurance in such form and amount as required by the CITY's Risk Management Department before beginning work under this Agreement. The CONTRACTOR shall maintain such insurance in full force and effect during the life of this Agreement. The CONTRACTOR shall provide to the CITY's Risk Management Department, all insurance certificates required under this section prior to beginning any work under this Agreement. The CONTRACTOR shall indemnify and save the CITY harmless from any damage resulting to it for failure to either CONTRACTOR or any Sub-Contractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the CONTRACTOR agrees to maintain during the term of this Contract, unless otherwise stated:

FOR PROJECTS $ 0 - $ 1,000,000:	MINIMUM REQUIRED LIMITS	
Commercial General Liability, including:	Each Occurrence	$ 1,000,000
Premises/Operations	General Aggregate	$ 1,000,000
Contractual Liability	Products – Comp/Op Aggregate	$ 1,000,000
Explosion, Collapse, Underground Hazard	Personal & Advertising Injury	$ 1,000,000
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Auto Liability	Combined Single Limit	$ 1,000,000
Workers Compensation	Each Accident	$ 1,000,000
	Disease Policy Limit	$ 1,000,000
	Disease Each Employee	$ 1,000,000

FOR PROJECTS $ 1,000,000 – $ 2,000,000:

Commercial General Liability, including:	Each Occurrence	$ 2,000,000
Premises/Operations	General Aggregate	$ 2,000,000
Contractual Liability	Products – Comp/Op Aggregate	$ 1,000,000
Explosion, Collapse, Underground Hazard	Personal & Advertising Injury	$ 1,000,000
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Auto Liability	Combined Single Limit	$ 1,000,000
Workers Compensation	Each Accident	$ 1,000,000
	Disease Policy Limit	$ 1,000,000
	Disease Each Employee	$ 1,000,000

FOR PROJECTS $ 2,000,000 – $ 3,000,000:

Commercial General Liability, including:	Each Occurrence	$ 3,000,000
Premises/Operations	General Aggregate	$ 3,000,000
Contractual Liability	Products – Comp/Op Aggregate	$ 1,000,000
Explosion, Collapse, Underground Hazard	Personal & Advertising Injury	$ 1,000,000
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Auto Liability	Combined Single Limit	$ 1,000,000
Workers Compensation	Each Accident	$ 1,000,000
	Disease Policy Limit	$ 1,000,000
	Disease Each Employee	$ 1,000,000

FOR PROJECTS $ 3,000,000 – $ 4,000,000:

Commercial General Liability, including:	Each Occurrence	$ 4,000,000
Premises/Operations	General Aggregate	$ 4,000,000
Contractual Liability	Products – Comp/Op Aggregate	$ 1,000,000
Explosion, Collapse, Underground Hazard	Personal & Advertising Injury	$ 1,000,000
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Auto Liability	Combined Single Limit	$ 1,000,000
Workers Compensation	Each Accident	$ 1,000,000
	Disease Policy Limit	$ 1,000,000
	Disease Each Employee	$ 1,000,000

FOR PROJECTS $ 4,000,000 – $ 5,000,000:

Commercial General Liability, including:	Each Occurrence	$ 5,000,000
Premises/Operations	General Aggregate	$ 5,000,000
Contractual Liability	Products – Comp/Op Aggregate	$ 1,000,000
Explosion, Collapse, Underground Hazard	Personal & Advertising Injury	$ 1,000,000
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Auto Liability	Combined Single Limit	$ 1,000,000
Workers Compensation	Each Accident	$ 1,000,000
	Disease Policy Limit	$ 1,000,000
	Disease Each Employee	$ 1,000,000

FOR PROJECTS $ 5,000,000 – $ 6,000,000:

Commercial General Liability, including:	Each Occurrence	$ 6,000,000
Premises/Operations	General Aggregate	$ 6,000,000
Contractual Liability	Products – Comp/Op Aggregate	$ 1,000,000
Explosion, Collapse, Underground Hazard	Personal & Advertising Injury	$ 1,000,000
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Auto Liability	Combined Single Limit	$ 1,000,000
Workers Compensation	Each Accident	$ 1,000,000
	Disease Policy Limit	$ 1,000,000
	Disease Each Employee	$ 1,000,000

FOR PROJECTS $ 6,000,000 – $ 7,000,000:

Commercial General Liability, including: Premises/Operations Contractual Liability Explosion, Collapse, Underground Hazard Broad Form Property Damage Cross Liability and Severability of Interest Clause	Each Occurrence General Aggregate Products – Comp/Op Aggregate Personal & Advertising Injury	$ 7,000,000 $ 7,000,000 $ 1,000,000 $ 1,000,000
Auto Liability	Combined Single Limit	$ 1,000,000
Workers Compensation	Each Accident Disease Policy Limit Disease Each Employee	$ 1,000,000 $ 1,000,000 $ 1,000,000

FOR PROJECTS $ 7,000,000 – $ 8,000,000:

Commercial General Liability, including: Premises/Operations Contractual Liability Explosion, Collapse, Underground Hazard Broad Form Property Damage Cross Liability and Severability of Interest Clause	Each Occurrence General Aggregate Products – Comp/Op Aggregate Personal & Advertising Injury	$ 8,000,000 $ 8,000,000 $ 1,000,000 $ 1,000,000
Auto Liability	Combined Single Limit	$ 1,000,000
Workers Compensation	Each Accident Disease Policy Limit Disease Each Employee	$ 1,000,000 $ 1,000,000 $ 1,000,000

FOR PROJECTS $ 8,000,000 – $ 9,000,000:

Commercial General Liability, including: Premises/Operations Contractual Liability Explosion, Collapse, Underground Hazard Broad Form Property Damage Cross Liability and Severability of Interest Clause	Each Occurrence General Aggregate Products – Comp/Op Aggregate Personal & Advertising Injury	$ 9,000,000 $ 9,000,000 $ 1,000,000 $ 1,000,000
Auto Liability	Combined Single Limit	$ 1,000,000
Workers Compensation	Each Accident Disease Policy Limit Disease Each Employee	$ 1,000,000 $ 1,000,000 $ 1,000,000

FOR PROJECTS $ 9,000,000 – $ 10,000,000:

Commercial General Liability, including: Premises/Operations Contractual Liability Explosion, Collapse, Underground Hazard Broad Form Property Damage Cross Liability and Severability of Interest Clause	Each Occurrence General Aggregate Products – Comp/Op Aggregate Personal & Advertising Injury	$ 10,000,000 $ 10,000,000 $ 1,000,000 $ 1,000,000
Auto Liability	Combined Single Limit	$ 1,000,000
Workers Compensation	Each Accident Disease Policy Limit Disease Each Employee	$ 1,000,000 $ 1,000,000 $ 1,000,000

5.2.2 The CITY reserves the right to require higher limits depending upon the scope of work under this Agreement.

5.2.3 Neither the CONTRACTOR nor any Sub-Contractor shall commence work under this Contract until they have obtained all insurance required under this section and have supplied the CITY with evidence of such coverage in the form of an insurance certificate and endorsement. The CONTRACTOR shall ensure that all Sub-Contractors shall comply with the above guidelines and shall maintain the necessary coverage throughout the term of this Agreement. In the CITY's sole discretion, CONTRACTOR's failure to timely secure all required insurance shall void this Agreement and the Bid Award and the CITY may select and contract with another reasonable Bidder.

5.2.4 All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier shall give the CITY sixty (60) days notice prior to cancellation.

5.2.5 The CONTRACTOR's general liability insurance policies shall be endorsed to add the CITY of Boynton Beach, its employees, representatives and elected officials as an "additional insured". The CONTRACTOR's Worker's Compensation carrier shall provide a Waiver of Subrogation to the CITY. The CONTRACTOR shall be responsible for the payment of all deductibles and self-insured retentions.

5.2.6 The CITY may require that the CONTRACTOR purchase a contract or performance bond equal to the cost of the Project. If the CONTRACTOR is to provide professional services under this Agreement, the CONTRACTOR must provide the CITY with evidence of Professional Liability Insurance with, at a minimum, a limit of $1,000,000 per occurrence and $2,000,000 in the aggregate. "Claims-Made" forms are acceptable for Professional Liability Insurance.

5.2.7 The CITY may require higher limits for Professional Liability Insurance depending on the size of the project. In any event, the Bidder shall maintain such Professional Liability Insurance in effect for three (3) years after the completion of the Project.

5.2.8 If any operations are to be undertaken or are about navigable waters, the CITY will require coverage included with the Worker's Compensation Insurance, the U.S. Longshoremen and Harbor Workers Act and/or Jones Act.

5.2.9 The CITY requires the CONTRACTOR to carry Builder's Risk Insurance for the Project, it must be in the amount equal to the completed cost of the Project.

5.2.10 Fulfillment by the CONTRACTOR of the insurance provisions does *not* limit theCONTRACTOR's liability to the amount of the policy limits.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.1 CONTRACTOR STATUS:

6.1.1 The CONTRACTOR is an independent contractor and is not an employee or agent of the CITY. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the CITY and the CONTRACTOR, its employees, agents, Sub-Contractors, or assigns, during or after the performance of this Contract. The CONTRACTOR shall take the whole responsibility for the means, methods, techniques, sequences, and production of the Work.

6.2 CONTRACTOR RISK:

6.2.1 The CONTRACTOR shall bear all losses resulting to CONTRACTOR, on account of the amount or character of the Work, or because of the nature of the ground beneath, in or on which the Work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in their or its bid on the Contract Price, or except as otherwise provided in the Contract Documents because of any other causes whatsoever. Execution of this Contract by the CONTRACTOR is a representation that the CONTRACTOR has visited the Site, has conducted sufficient investigation of the surface and sub-surface conditions in order to submit its bid, has become familiar with the local conditions under which the Work is to be performed, and correlated personal observations with the requirements of the Contract Documents.

6.2.2 The CONTRACTOR shall protect the entire Work, all materials under the Contract and the CITY's property (including machinery and equipment) in, or on, or adjacent to the Site of the Work until final completion of Work, from action of the elements, acts of other contractors, or except as otherwise provided in the Contract Documents, and from any other causes whatsoever; should any damage occur by reason of any of the foregoing, the CONTRACTOR shall repair at their own expense to the satisfaction of the CITY or its Project Manager. Neither the CITY, nor its officers, employees, or agents assume any responsibility for collection of indemnities or damages from any person or persons causing injury to the Work of the CONTRACTOR.

6.2.3 At its expense, the CONTRACTOR shall take all necessary precautions (including without limitation) the furnishing of guards, fences, warning signs, walks, flags, cables and lights for the safety of and the prevention of injury, loss and damage to persons and property. The term "persons" includes without limitations, members of the public, the CITY and its employees and agents, the Project Manager and his/her employees, CONTRACTOR's employees, CONTRACTOR''s Sub-Contractors and Sub-Contractors respective employees, who are on or about or adjacent to the premises where said Work is to be performed. CONTRACTOR shall comply with all applicable provisions of safety laws, rules, ordinances, regulations and orders of duly constituted federal, state, and local authorities and building codes.

6.2.4 The CONTRACTOR assumes all risk of loss, damage and destruction to all of its materials, tools, appliances and property of every description and that of its Sub-Contractors and Sub-Contractor's respective employees or agents, and injury to or death of the CONTRACTOR, its employees, Sub-Contractors or Sub-Contractor's respective employees or agents, including legal fees, court costs or other legal expenses, arising out of or in connection with the performance of this Contract.

6.3 SUPERVISION AND SUPERINTENDENCE:

6.3.1 The CONTRACTOR shall supervise and direct the Work. It shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR shall employ and maintain at the Worksite(s), a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as its CONTRACTOR's representative at the Site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the Site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the superintendent shall be mailed to the CONTRACTOR's home office). CONTRACTOR shall notify the CITY in writing of the name, title and contact information for the designated supervisor/superintendent.

6.4 LABOR, MATERIALS AND EQUIPMENT:

6.4.1 The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. They shall at all times maintain good discipline and order at the Site. Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the Site shall be performed during regular working hours as defined in the Special Conditions herein, and CONTRACTOR shall not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday observed by the CITY, without the CITY's Project Manager's written consent.

6.4.2 Materials and Equipment: The CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work. All material stored on the job site shall remain the

responsibility of the CONTRACTOR until incorporated in the Work. The CITY shall not reimburse the CONTRACTOR for materials lost, stolen, or damaged while stored on the job site.

6.4.3 Condition of Materials: All materials and equipment shall be new. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the Site in their original packages or container with seals unbroken and labels intact.

6.4.4 Installation/Assembly: All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

6.4.5 Materials, Equipment, Products and Substitutions: CONTRACTOR shall verify that materials, equipment, and products incorporated in the Work are fit for their intended purpose before being purchased by the CONTRACTOR. However, the CONTRACTOR shall submit to the CONSULTANT and the CITY's Project Manager a list of proposed materials, equipment or products, together with such samples considered substitutes as may be necessary to determine their acceptability and obtain approval, pursuant to Section 32, Instruction to Bidders if prior to award, or after award, within ten (10) calendar days after the CONTRACTOR should have been aware of the need for substitution, unless otherwise stipulated in the Special Conditions. No request for payment for "or equal" equipment shall be approved until this list has been received and approved by the CONSULTANT. The CITY may require the CONTRACTOR to furnish at CONTRACTOR's expense, a special performance guarantee or other surety with respect to any substitute.

6.4.5.1 Whenever a material, article, or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements, and that other products of equal capacities, quality and function may be considered. The CONTRACTOR may request the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number and if, the opinion of the CONSULTANT and CITY, such material, article, or piece of equipment is of equal substance and function to that specified, the CONSULTANT with concurrence of the CITY's Project Manager may approve its substitution and use by the CONTRACTOR.

6.4.5.2 The application shall state that the evaluation and acceptance of the proposed substitute shall not prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work shall require a change in any of the Contract Documents (or in the provisions of any other direct contract with the CITY for Work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair, and replacement service shall be indicated.

6.4.5.3 The application shall also contain itemized estimate of all costs and cost savings that shall result directly or indirectly from acceptance of such substitute, including costs or redesign and claims of other contractors affected by CONSULTANT in evaluating the proposed substitute. CONSULTANT may require CONTRACTOR to furnish at CONTRACTOR's expense, additional data about the proposed substitute.

6.4.5.4 Incidental changes or extra component parts required to accommodate the substitute shall be made by the CONTRACTOR without an increase in the Contract Price or Contract Time. The CONTRACTOR shall reimburse the CITY for charges of the CONSULTANT and CONSULTANT'S consultants for evaluating each proposed substitution. These costs shall include transportation, to operating installation at factories, etc.

6.4.5.5 No substitute shall be ordered or installed without the written approval of the CONSULTANT with the CITY's Project Manager's concurrence.

6.4.5.6 Delay caused by obtaining approvals for substitute materials or installations shall be attributable to CONTRACTOR and shall not be considered justifiable grounds for an extension of construction time.

6.4.5.7 Should any work or materials, equipment or products not conform with requirements of the Drawings and Specifications or become damaged during the progress of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR.

6.4.5.8 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Sub-Contractor subject to any chattel mortgage or under conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that it has clear title to all materials and supplies used by them in the Work.

6.4.5.9 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction, if applicable, to the CITY and CONSULTANT, if CONTRACTOR submits sufficient information to allow CITY and CONSULTANT to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by the CITY and CONSULTANT shall be similar to that provided in paragraph 6.4.5.1 (Materials, Equipment, Products and Substitutions, par. 2) as applied by CONSULTANT and as may be supplemented in the Special Conditions.

6.4.5.10 Any two (2) or more pieces of material or equipment of the same kind, type or classification, and being used for identical types of service, shall be made by the same manufacturer.

6.5 CONCERNING SUBCONTRACTORS:

6.5.1 The CONTRACTOR shall not employ any sub-contractor, other persons or organization (whether initially or as a substitute) against whom the CITY or the CONSULTANT may have reasonable objection, nor shall the CONTRACTOR be required to employ any sub-contractor against whom it has reasonable objection. The CONTRACTOR shall not make any substitution for any sub-contractor who has been accepted by the CITY's Project Manager and the CONSULTANT, unless the CONSULTANT determines that there is good cause for doing so. If after bid opening and prior to the award of the Contract, the CITY objects to certain suppliers or sub-contractors, the CITY may permit CONTRACTOR to submit an acceptable substitute so long as there is no change in the Contract Price or Contract Time. If the Contract Price or Contract Time is increased or extended, the CITY may return the Bid Bond and award the Contract to the next qualified, competent Bidder. If after the award of the Contract, the CITY objects to certain suppliers or sub-contractors, the CITY shall permit CONTRACTOR to make an appropriate and acceptable substitution which is also acceptable to the CITY. No acceptance by the CITY or the CONSULTANT of any such sub-contractor, supplier, or other person or organization shall constitute a waiver of any right of the CITY or CONSULTANT to reject *defective* Work.

6.5.2 Responsibility: The CONTRACTOR shall be fully responsible for all acts and omissions of its Sub-Contractors and of persons and organizations directly or indirectly employed by the CONTRACTOR and of persons and organizations for whose acts any of

CONTRACTOR or Sub-Contractor may be liable to the same extent that they are responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between CITY or CONSULTANT and any Sub-Contractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of CITY or CONSULTANT to pay or to see to the payment of any moneys due any sub-contractor or other person or organization, except as may otherwise be required by law. CITY or CONSULTANT may furnish to any sub-contractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account on specific Work done in accordance with the Schedule of Values.

6.5.3 Division of Work: The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among sub-contractors or delineating the Work to be performed by any specific trade.

6.5.4 Terms and Conditions: The CONTRACTOR agrees to bind specifically every sub-contractor to the applicable terms and conditions of the Contract Documents for the benefit of the CITY.

6.5.5 Agreement: Any and all Work performed for the CONTRACTOR by a sub-contractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the sub-contractor.

6.5.6 Responsibility: The CONTRACTOR shall be responsible for the coordination of the trades, sub-contractors and material men engaged upon in work of the Project...

6.5.7 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work, to bid sub-contractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of sub-contractors, and to give the CONTRACTOR the same power as regards terminating any sub-contract that the CITY may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.5.8 The CITY or CONSULTANT shall not undertake to settle any differences between the CONTRACTOR and his sub-contractors or between sub-contractors.

6.5.9 If in the opinion of the CITY's Project Manager or CONSULTANT, any subcontractor on the Project proves to be incompetent or otherwise unsatisfactory; such Sub-Contractor shall be replaced if and when directed in writing.

6.5.10 CONTRACTOR shall also:

6.5.10.1 Observe work of each subcontractor to monitor compliance with Schedule.
6.5.10.2 Verify that labor and equipment are adequate for the Work and the Schedule.
6.5.10.3 Verify that product procurement schedules are adequate.
6.5.10.4 Verify that product deliveries are adequate to maintain schedule.
6.5.10.5 Report non-compliance to CONSULTANT with recommendation for changes.

6.6 PATENTS, FEES AND ROYALTIES:

6.6.1 The CONTRACTOR shall pay all license fees and royalties and assume all cost incidents to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. They shall indemnify and hold harmless the CITY and CONSULTANT and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.6.2 Patent rights: The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, they shall not be responsible for such determination on systems which do not involve purchase by them of materials, appliances and articles.

6.7 PERMITS, LAWS AND REGULATIONS:

6.7.1 Permits: The CONTRACTOR shall secure and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of its Bid. The CITY shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CITY shall be invoiced at actual cost without markup.

6.7.2 The CONTRACTOR shall also pay all public utility charges. The CONTRACTOR shall be responsible for obtaining dewatering permits as required. CONTRACTOR shall be responsible for complying with the South Florida Water Management District (SFWMD), Florida Department of Environmental Regulations, United States Environmental Protection Agency and any other regulatory agency requirements including financial responsibility (fines, etc).

6.7.3 Laws and Regulations: The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, they shall give the CONSULTANT prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the CONSULTANT, they shall bear all costs arising therefrom; however, is shall not be their primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

6.8 TAXES:

6.8.1 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

6.9 RECORD DOCUMENTS/RIGHT TO AUDIT:

6.9.1 The CONTRACTOR shall keep in a safe place one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. Such documents shall be available to the CONSULTANT and shall be delivered to the CONSULTANT for the CITY upon completion of the Project. Such documents

shall be used for this purpose only. Final acceptance of the project shall be withheld by the CITY until approval of all documents specified herein is made by the CITY's Project Manager.

6.9.2 The awarded CONTRACTOR shall maintain during the term of the Contract all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Contract. The form of all records and reports shall be subject to the approval of the CITY's auditor. The awarded CONTRACTOR agrees to make available to the CITY's auditor, during normal business hours, all books of account, reports, and records relating to this Contract for the duration of the Contract and retain them for a minimum period of three (3) years.

6.9.3 The awarded CONTRACTOR shall be aware that the Palm Beach County, Office of Inspector General investigators shall have the power without limitation to audit, investigate, monitor, inspect and review the operations, activities, performance and procurement process of the CONTRACTOR, its Sub-Contractors and lower tier subcontractors and its officers, agents and employees relating to the Contract.

6.9.4 If the CONTRACTOR submits a claim to the CITY for additional compensation, the CITY shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled to audit the CONTRACTOR's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR's plants, or such parts thereof, as may be or have been engaged in the performance of the Work. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon all Sub-Contractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the CITY deems desirable during the CONTRACTOR's normal business hours at the office of the CONTRACTOR. Upon request by the CITY, CONTRACTOR shall provide the accounting records and documents, and other financial data and shall submit true copies of requested records to the CITY.

6.10 SAFETY, PROTECTION AND EMERGENCIES:

6.10.1 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.10.1.1 All employees on the Work and other persons, who may be affected thereby,
6.10.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Site, and
6.10.1.3 Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.10.2 CONTRACTOR shall comply with all applicable laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss on or off the Work and shall erect and maintain all necessary safeguards for such safety and protection.

6.10.3 CONTRACTOR shall notify owner of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

6.10.4 All damage, injury or loss to any property referred to in paragraph 6.10.1.2 or 6.10.1.3 caused directly or indirectly, in whole or in part, by CONTRACTOR, any Sub-Contractor, Supplier or any other person or organization directly or indirectly employed by any such entity to perform or furnish any of the Work for anyone for whose acts may be liable, shall be remedied by CONTRACTOR. CONTRACTOR shall not be liable for acts or omissions attributable to the CITY or CONSULTANT.

6.10.5 CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and CONSULTANT has issued a notice to the CITY and CONTRACTOR in accordance with paragraph 14.6 (Substantial Completion) that the Work is acceptable or until any and all final "punch list" items are completed, whichever is later.

6.10.6 The safety provisions of applicable laws and building and construction codes shall be observed and the CONTRACTOR shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable laws.

6.10.7 The CONTRACTOR shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from Work, arising out of an and in the course of employment on Work under the Contract. The CONTRACTOR shall promptly furnish the reports concerning these matters to the appropriate Local Public Agency within forty-eight (48) hours of the event or as per specific timeframe specified by such Local Public Agency.

6.10.8 SAFETY REPRESENTATIVE: CONTRACTOR shall designate a responsible representative at the Site whose duty shall be prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to the CITY.

6.10.9 HAZARD COMMUNICATION PROGRAMS: CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employees at the Site in accordance with Laws and Regulations.

6.10.10 SUPERINTENDENT: The CONTRACTOR shall designate a responsible member of their organization at the Site whose duty shall be prevention of accidents. This person shall be the CONTRACTOR's superintendent unless otherwise designated in writing by the CONTRACTOR to the CITY's Project Manager.

6.10.11 EMERGENCIES: In emergencies affecting the safety of the persons or the Work or property of the Site or adjacent thereto, the CONTRACTOR, without special inspection or authorization from the CONSULTANT or the CITY's Project Manager is obligated to act, at its discretion, to prevent damage, injury or loss.

6.10.12 CONTRACTOR shall give CITY's Project Manager and CONSULTANT prompt written notice if CONTRACTOR believes that any

significant changes in the Work or variations from the Contract Documents have been caused thereby. If CONSULTANT determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations.

6.10.13 During adverse weather, and against the possibility thereof, the CONTRACTOR shall take all necessary precautions to ensure that the Work shall be done in a good and workmanlike condition and is satisfactory in all respects. When required, protection shall be provided by the use of tarpaulins, wood and other acceptable means. The CONTRACTOR shall be responsible for all changes caused by adverse weather, including unusually high winds and water levels and they shall take such precautions and procure such additional insurance as they deem prudent. The CONSULTANT may suspend construction operations at any time when in their judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather or water level conditions may be, in any season.

6.10.14 If the CONTRACTOR believes that additional work done by them in an emergency which arose from causes beyond their control entitles them to an increase in the Contract Price or an extension of the Contract Time, they may make a claim therefor as provided in Article 11 (Change in Contract Price) and Article 12, (Change in Contract Time).

6.10.15 **NATIONAL EMERGENCY:** In the event the CITY is prevented from proceeding with any or all of the Work as stated in the Contract due to a declaration of war, or national emergency by the United States government, whereas the construction of the type contracted for herein is specifically prohibited by statute or government edict, or due to the stoppage of construction caused by any governmental agency, state, CITY, town, or county regulations, orders, restrictions, or due to circumstances beyond the CITY's control; then the CITY herein reserves the right to either suspend the Work to be done for an indefinite period of time or to cancel this Contract outright by giving notice by registered mail of such intention to the CONTRACTOR herein. In the event of any conditions above mentioned occurring after the Work herein has already commenced, then the CITY shall be liable for only the cancellation or suspension without the addition of prospective profits or other change whatsoever.

6.11 SHOP DRAWINGS AND SAMPLES:

6.11.1 Shop Drawings: After checking and verifying all field measurements, the CONTRACTOR shall submit to the CONSULTANT and the CITY's Project Manager for review in accordance with the accepted schedule of Shop Drawing submissions, (see paragraph 2.9) copies (or at the CONSULTANT's option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings shall be complete with respect to dimensions, design criteria, materials of construction and the like to enable the CONSULTANT to review the information as required.

Shop Drawings shall include but not be limited to the following information:

6.11.1.1 Fabrication and Installation Drawings and details
6.11.1.2 Template placement diagrams
6.11.1.3 Manufacturer's installation instructions
6.11.1.4 Product patterns and colors
6.11.1.5 Coordination Drawings
6.11.1.6 Schedules
6.11.1.7 Product mix formula
6.11.1.8 Product design or engineering calculations
6.11.1.9 Other information as required by project

After review, produce copies and distribute per Submittal Procedures article above and for Record Documents purposes described in Section 6.37 Closeout Submittals. Submit to CONSULTANT for purpose of checking conformance with information given and design concept and on to the CITY's Project Manager.

6.11.2 SAMPLES: The CONTRACTOR shall also submit to the CONSULTANT for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples must have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalogue numbers and the use for which intended.

CONTRACTOR shall submit to CONSULTANT for purpose of checking conformance with information given and design concept expressed in the documents.

After review, CONSULTANT shall submit color board to CITY's Project Manager per Submittal Procedures. Samples shall also conform to the following:

6.11.2.1 Sample finishes and colors shall be from full range or manufacturers' standard and colors, textures, and patterns for CONSULTANT's selection and preparation of color board for CITY's approval.
6.11.2.2 After review and approval by the CITY, provide duplicates and distribute per Submittal Procedures.
6.11.2.3 Submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
6.11.2.4 Include identification on each sample with full project information.
6.11.2.5 Submit number of samples specified in specifications, one of which CONSULTANT shall retain. Reviewed samples may be used in Work, if indicated.

6.11.3 DEVIATIONS: At the time of each submission, the CONTRACTOR shall, in writing, call the CONSULTANT's attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.11.4 CONFORMANCE REVIEW: The CONSULTANT shall review within fifteen (15) days or as extended by CITY; Shop Drawings and samples, but their review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such shall not indicate review of the assembly in which the item functions. The CONTRACTOR shall make any corrections required by the CONSULTANT at the CONTRACTOR's expense and shall return the required number of corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the CONSULTANT. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the CONSULTANT on previous submissions. The CONTRACTOR's stamp of approval on any Shop Drawings or sample shall constitute a representation to the CITY and the CONSULTANT that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or they assume full responsibility for

doing so, and that they have reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents. Shop Drawings submitted without the CONTRACTOR's stamp or specific written indication shall be returned without action. Shop Drawings and submittal data shall be reviewed two times, thereafter all further review time shall be charged to the CONTRACTOR.

6.11.5 APPROVAL: No work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed and approved by the CONSULTANT. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the CONSULTANT.

6.11.6 SPECIFIC DEVIATIONS: The CONSULTANT's review of Shop Drawings or samples shall not relieve the CONTRACTOR from their responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing, called the CONSULTANT's attention to such deviation at the time of submission and the CONSULTANT has given written approval to the specific deviation, nor shall any review by the CONSULTANT relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

6.11.7 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to CONSULTANT's review and acceptance of the pertinent submission shall be at the sole expense and responsibility of the CONTRACTOR.

6.12 SITE CLEAN UP:

6.12.1 SITE: The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the CITY, the CONTRACTOR shall remove all their surplus and discarded, and excavated materials, and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean all portion of Work involved in any building under this Contract, so that no further cleaning by the CITY is necessary prior to their occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.12.2 BUILDING CLEAN-UP: Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work, they shall remove all rubbish, tools, scaffolding, surplus materials, etc., from the building and shall leave their work "broom clean" or the like, unless specified elsewhere in the Contract. The CONTRACTOR shall do the following special cleaning for all trades upon completion of the Work:

6.12.2.1 Remove putty stains and paint from and wash and polish all glass. Do not scratch or otherwise damage glass.
6.12.2.2 Remove all marks, stains, fingerprints and other soil and dirt from painted, stained and decorated work.
6.12.2.3 Remove all temporary protections and clean and polish floors.
6.12.2.4 Clean and polish all hardware for all trades; this shall include removal of all stains, dust, dirt, paint, etc.
6.12.2.5 General: In case of dispute, the CITY may remove the rubbish and charge the cost to the CONTRACTOR.

6.13 PUBLIC CONVENIENCE AND SAFETY:

6.13.1 Convenience: The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions.

6.13.2 Safety: "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. At any time that streets are required to be closed, CONTRACTOR shall obtain approval to close the street from the appropriate regulatory agencies having jurisdiction. The CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and also as soon as area is opened. Approval from the CITY shall be coordinated through the Department of Public Works/Engineering, including notification of the news media and affected property owners. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. Traffic paths shall be maintained for local traffic.

6.14 SANITARY PROVISIONS:

6.14.1 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in their employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the public authorities having jurisdiction. They shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

6.15 INDEMNIFICATION:

6.15.1 CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the CITY, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals for which the CITY, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its employees, or agents, arising out of or connected with this Agreement. The CONTRACTOR shall not be required to indemnify the CITY or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the CITY, or its agents, employees or representatives.

6.15.2 The CONTRACTOR, without exemption, shall indemnify and hold harmless, the CITY, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyright, service marked, trademarked patented or unpatented invention, process, or any other intellectual property right or item manufactured by the CONTRACTOR. Further, if such a claim is made, or is pending, the CONTRACTOR may, at its option or expense, procure for the CITY the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the CITY agrees to return the article on request to the CONTRACTOR and receive reimbursement from the CONTRACTOR for such. If the CONTRACTOR used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the Work. This article shall survive the termination of any contract with the CITY of Boynton Beach.

6.15.3 The parties agree that Twenty-five Dollars ($25.00) of the total compensation paid to the CONTRACTOR for performance of this Agreement shall represent the specific consideration for the CONTRACTOR's indemnification of the CITY.

6.15.4 The CITY reserves the right to select its own legal counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under this indemnification agreement.

6.15.5 It is the specific intent of the parties hereto that the foregoing indemnification complies with F.S. § 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to including the foregoing indemnification and the "Specific Consideration" therefor.

6.15.6 Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law or Florida Statutes § 768.28, as amended from time to time.

6.16 CLAIMS:

6.16.1 In any and all claims against the CITY or the CONSULTANT or any of its agents or employees, by any employee of the CONTRACTOR, any Sub-Contractor, anyone directly or indirectly employed for whose acts may be liable; the indemnification obligation under paragraph 6.15 (Indemnification) shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Sub-Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.16.2 Obligation: The obligations of the CONTRACTOR under paragraph 6.13 shall not extend to the liability of the CONSULTANT's negligent acts, errors or omissions or their employees or agents.

6.17 RESPONSIBILITY FOR CONNECTING TO EXISTING WORK:

6.17.1 It shall be the express responsibility of the CONTRACTOR to connect their Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

6.18 WORK IN STREET, HIGHWAY AND OTHER RIGHTS-OF-WAY:

6.18.1 Excavation, grading, fill, storm drainage, paving and other construction or installations in rights-of-way of streets, highways, pubic carrier lines, utility lines (either aerial, surface or subsurface) etc. shall be done in accordance with requirements of these Specifications and authorities having jurisdiction. The CONTRACTOR shall be responsible for obtaining all permits necessary for the Work. Upon completion of the Work, CONTRACTOR shall present to CONSULTANT certificates, in triplicate from the proper authorities stating that the Work has been done in accordance with their requirements.

6.18.2 The CITY shall cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.19 COOPERATION WITH GOVERNMENTAL DEPARTMENTS, PUBLIC UTILITIES, ETC.:

6.19.1 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, cable television, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc. , including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them with utility owner's approval.

6.19.2 NOTICES: The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of their Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this Work.

6.19.3 GOVERNMENT AGENCY CAUSED DELAYS: The CONTRACTOR's attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties in every way possible, so that the construction can be completed in the least possible time.

6.19.4 CODES, LAWS, ORDINANCES AND REGULATIONS: The CONTRACTOR shall have made themselves familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged in the Work, or materials and equipment used in the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding shall be considered on account of their ignorance thereof.

6.20 USE OF PREMISES:

6.20.1 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the project site and land and areas identified in, and permitted by the Contract Documents and other land and areas permitted by laws, ordinances, and regulations, rights-of-way, permits, easements, and directions of the CITY's Project Manager or Representative, and shall not reasonably encumber the premises with construction equipment or other materials or equipment.

6.20.2 CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the CITY or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the CITY or CONSULTANT by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by Contract or otherwise resolve the claim. CONTRACTOR shall to the fullest extent permitted by laws and regulations, indemnify and hold the CITY harmless from and against all claims, damages, losses and expenses (including, but not limited to fees of engineers, architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against the CITY or CONSULTANT to the extent based on a claim arising out of CONTRACTOR's performance of the Work.

6.20.3 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other

debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the Site clean and ready for occupancy by the CITY. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.20.4 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as shall endanger its safety, nor shall it subject any part of the Work to stresses or pressures that shall endanger it.

6.20.5 CONTRACTOR shall enforce the CITY's Project Manager's instructions in connection with signs, advertisements, fires and smoking.

6.20.6 CONTRACTOR shall arrange and cooperate with CITY in routing the parking of automobiles of its employees, sub-contractors and other personnel, and in routing material delivery trucks and other vehicles to the Project Site.

6.21 PROTECTION OF EXISTING PROPERTY IMPROVEMENTS:

6.21.1 Any existing surface and subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings, or structures (including portions thereof), trees and shrubbery, not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project, whether or not such improvements appear on the Drawings, shall be restored to a condition equal or better, to the original state at the time of award of Contract. Such restoration or repair shall be at the sole expense of the CONTRACTOR, and no claim for an increase in the Contract Price under paragraph 6.21 or under Article 10 shall be allowed.

6.22 TEMPORARY HEAT:

6.22.1 The CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction against injury from dampness and cold, until final acceptance of all work and materials for the Project, unless building is fully occupied by the CITY prior to such acceptance. In which case the CITY shall assume all expenses of heating from date of full occupancy. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR's proposed methods of heating shall be submitted for approval.

6.23 SCHEDULE:

6.23.1 CONTRACTOR shall submit to CONSULTANT for review and comment (to the extent indicated in paragraph 2.6 Finalizing Schedule) proposed adjustments in the progress schedule to reflect the impact thereon of new developments; these shall conform generally to the progress schedule then in effect and additionally shall comply with any provisions of the General Requirements applicable thereto. All approved changes shall be memorialized as change orders.

6.24 CONTINUING THE WORK:

6.24.1 CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the CITY. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Article 15 (Suspension and Termination of Work) or as CONTRACTOR and the CITY may otherwise agree in writing.

6.25 CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE:

6.25.1 CONTRACTOR warrants and guarantees to CITY and CONSULTANT that all work shall be in accordance with the Contract Documents and shall not be *defective*. That CONTRACTOR guarantees to repair, replace or otherwise make good to the satisfaction of the CITY any defect in workmanship or material appearing in the Work; and further guarantees the successful performance of the Work for the service intended.

CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

6.25.1.1 Abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, sub-contractors or suppliers; or

6.25.1.2 Normal wear and tear under normal usage

6.25.2 CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following shall constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

6.25.2.1 Observations by CONSULTANT.

6.25.2.2 Recommendation of any progress or final payment by CONSULTANT.

6.25.2.3 The issuance of a certificate of Substantial Completion or any payment by CITY or CONTRACTOR under the Contract Documents.

6.25.2.4 Use or occupancy of the Work or any part thereof by CITY.

6.25.2.5 Any acceptance by CITY or any failure to do so; and

6.25.2.6 Any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by CONSULTANT pursuant to paragraph 14.10.

6.26 DELETION/OVERSIGHT/MISSTATEMENT:

6.26.1 Any deletion, oversight or misstatement of the Specifications shall not release the Bidder from the responsibility of completing the Project within the agreed upon timeframe.

6.26.2 The cost of incidental work described in these Contract requirements, for which there are no specific Contract items shall be considered as part of the general cost of doing the Work and shall be included in the prices for the various Contract items. No additional payment will be made therefore.

6.27 EXCEPTIONS TO SPECIFICATIONS:

6.27.1 Any exceptions to the Specifications and/or drawings must be brought to the attention of the CITY's Procurement Services Division in writing prior to the expiration of the Bid question period. Failure to list any exceptions with the Procurement Services Division in writing prior to the end of the Bid question period means that the Bidder is complying 100% with the Specifications. All materials may be inspected by the CITY upon delivery for compliance with said Specifications. Deviations from the Specifications shall be cause for the Bid to be rejected as non-responsive unless the deviation was approved prior to the submittal of bids.

6.27.2 Any deletion, oversight or misstatement of these Specifications shall not release the Bidder from full responsibility for unsatisfactory workmanship and/or materials, together with all appurtenances necessary for unrestricted operation, as determined by the CITY in its sole discretion.

6.28 SILENCE OF SPECIFICATIONS:

6.28.1 The apparent silence of any Specification as to any details, or the omission from the Specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that materials of the first quality and correct type, size and design are to be used. All workmanship is to be of first quality.

6.28.2 Work not specified in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the Work, is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described.

6.29 QUALITY:

6.29.1 Items delivered as a result of award from this Bid shall be free of defects. Any item(s) not meeting this specification shall be replaced by the awarded Bidder/CONTRACTOR at no additional charge to the CITY.

6.30 CONDITIONS OF MATERIALS:

6.30.1 All materials and products supplied by the CONTRACTOR in conjunction with this Bid shall be new, warranted for merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the CITY in excellent condition. In the event that any of the products supplied to the CITY are found to be *defective* or do not conform to the Specifications, the CITY reserves the right to return the product to the Bidder at no cost to the CITY.

6.30.2 The successful CONTRACTOR shall furnish all guarantees and warranties to the CITY's Project Manager or designee prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

6.31 DISPOSAL:

6.31.1 Before the CONTRACTOR disposes of any existing improvements or equipment which is to be removed as a portion of the Work, and for which disposition is not specifically provided for elsewhere in these Specifications, it shall contact the CITY to determine if the removal items are to be salvaged. Items to be salvaged by the CITY shall be neatly stockpiled or stored in a neat and acceptable manner at the construction site easily accessible to the CITY. Equipment and materials that shall not be salvaged by the CITY shall become the property of the CONTRACTOR to be removed from the Site and disposed in an acceptable manner, pursuant to local, state and federal laws and regulations.

6.32 OCCUPATIONAL HEALTH AND SAFETY:

6.32.1 If the CONTRACTOR, delivers any toxic substance items as defined in the Code of Federal Regulations Chapter 29, it shall furnish to the CITY's Procurement Services Division, a Material Safety Data Sheet (MSDS). The Material Safety Data Sheet shall be provided to the CITY with initial shipment and shall be revised on a timely basis as appropriate. The MSDS must include the following information:

6.32.1.1 The chemical name and the common name of the toxic substance.

6.32.1.2 The hazards or other risks in the use of the toxic substance to include:

6.32.1.2.1 The potential for fire, explosion, corrosion and reactivity.

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

6.32.1.2.3 The primary routes of entry and symptoms of overexposure.

6.32.1.3 The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.

6.32.1.4 The emergency procedure for spills, fire, disposal and first aid.

6.32.1.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

6.32.1.6 The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information. Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL. 32301-5014, Telephone: 1-800-367-4378.

6.33 OCCUPATIONAL, SAFETY AND HEALTH ASSOCIATION (OSHA)

6.33.1 The CONTRACTOR warrants that the product/services supplied to the CITY shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition shall be considered as a breach of Contract.

6.34 CONDITIONS AND PACKAGING:

6.34.1 CONTRACTOR understands and agrees that any item offered or shipped pursuant to this Bid shall be new (current production model at

the time of the Bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

6.35 UNDERWRITERS' LABORATORIES (UL):

6.35.1 Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination tested where such item has been established by UL for the items offered and furnished.

6.36 ASBESTOS:

6.36.1 CONTRACTOR shall not use any asbestos or asbestos-based fiber materials in the Work performed under this Contract.

6.36.2 If the CONTRACTOR during the course of the Work observes the existence of asbestos in any structure, building or facility, the CONTRACTOR shall promptly notify the CITY and the CONSULTANT. The CONTRACTOR shall not perform any Work pertinent to the asbestos material prior to receipt of written notice with special instructions from the CITY through the CONSULTANT.

6.37 CLOSE-OUT SUBMITTALS

6.37.1 SCOPE OF WORK:

6.37.1.1 Close-out procedures
6.37.1.2 Final cleaning
6.37.1.3 Adjusting
6.37.1.4 Project record documents
6.37.1.5 As-built survey
6.37.1.6 Operation and maintenance data
6.37.1.7 Spare parts and maintenance products
6.37.1.8 Warranties and bonds
6.37.1.9 Maintenance service

6.37.2 CLOSE-OUT PROCEDURES

6.37.2.1 The CONTRACTOR shall submit written certification to the CITY and CONSULTANT that the Contract Documents were reviewed, Work inspected and that Work is complete in accordance with Contract Documents and ready for CITY's Project Manager and CONSULTANT's review.

6.37.2.2 The CONTRACTOR shall provide submittals to CONSULTANT and CITY's Project Manager that are required by local, state and federal authorities.

6.37.2.3 The CONTRACTOR shall submit final application for payment to CONSULTANT and CITY's Project Manager identifying total adjusted contract sum, previous payments and sum remaining due.

6.37.2.4 CITY may opt to occupy portions of completed facilities upon Substantial Completion of those portions of Work.

6.37.3 FINAL CLEANING

6.37.3.1 The CONTRACTOR shall execute final cleaning prior to final project assessment.
6.37.3.2 The CONTRACTOR shall clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains and foreign substances, wax, clean and polish transparent and glossy surfaces, vacuum carpet and soft surfaces.
6.37.3.3 The CONTRACTOR shall clean equipment and fixtures to sanitary condition with cleaning materials per manufacturer's written recommendations.
6.37.3.4 The CONTRACTOR shall replace filters of operating equipment
6.37.3.5 The CONTRACTOR shall clean debris from roofs, gutters, downspouts and drainage systems.
6.37.3.6 Clean Site; The CONTRACTOR shall sweep paved areas, rake clean landscaped surfaces.
6.37.3.7 The CONTRACTOR shall remove waste and surplus materials, rubbish, and construction facilities from Site.
6.37.3.8 The CONTRACTOR shall clean and sanitize water fountains (coolers).
6.37.3.9 The CONTRACTOR shall clean ledges, countertops, and shelves with all-purpose and non-abrasive cleaners leaving no residue.

6.37.4 ADJUSTING

6.37.4.1 The CONTRACTOR shall adjust operating products and equipment to ensure smooth and unhindered operations.

6.37.5 PROJECT RECORD DOCUMENTS

6.37.5.1 CONTRACTOR shall maintain in accordance with the Special Conditions in a safe place at the Site, one (1) record copy of all Drawings, Specifications, Addenda, Change Orders, Field Change Directives and written interpretations and clarifications (issued pursuant to para. 9.4) in good order and annotated to show all changes made during construction. The record documents together will all approved samples and counterpart of all approved Shop Drawings will be available to the CONSULTANT for reference at all times. Upon completion of the Work, these record documents, samples, and Shop Drawings will be delivered to CONSULTANT for the CITY.

6.37.6 OPERATION AND MAINTENANCE DATA:

6.37.6.1 The CONTRACTOR shall submit documentation as noted in individual product specifications and as noted herein.

6.37.7 SPARE PARTS AND MAINTENANCE PRODUCTS:

6.37.7.1 The CONTRACTOR shall provide spare parts; maintenance and extra products in quantities specified in the Specifications to

the CITY and obtain receipt prior to final payment.

6.37.8 WARRANTIES:

6.37.8.1 The CONTRACTOR shall submit documentation as noted in individual product specifications and as noted herein and Provide duplicate notarized copies to the CITY.

6.37.8.2 The CONTRACTOR shall execute and assemble transferrable warranty documents from sub-contractors, suppliers and manufacturers.

6.37.8.3 The CONTRACTOR shall provide such warranty documents with a Table of Contents and assemble in D-size, 3-ring white binders with typed title sheet of contents inside durable plastic front cover.

6.37.8.4 The CONTRACTOR shall submit above-referenced warranties to the CITY prior to Final Application for Payment.

6.37.9 MAINTENANCE SERVICE:

6.37.9.1 The CONTRACTOR shall furnish service and maintenance of components indicated in specification sections for one-year from date of Substantial Completion.

6.37.9.2 The CONTRACTOR shall examine, clean, adjust, and lubricate system components as required for reliable operation.

6.37.9.3 The CONTRACTOR shall include systematic examination, adjustment, and lubrication of components repairing or replacing parts as required with parts produced by the manufacturer of the original component.

6.37.9.4 CITY shall approve in writing transfers or reassignments of maintenance service tasks.

6.37.10 ASBESTOS CERTIFICATION:

6.37.10.1 The CONTRACTOR shall provide a notarized letter to CITY certifying that no asbestos containing building materials were used as a building material in the Project, pursuant to Florida Statutes § 255.40.

6.37.11 PRODUCTS:

6.37.11.1 APPROVED PRODUCTS: The CONTRACTOR shall use only cleaning and maintenance products approved for use pursuant to local, state and federal laws and regulations.

6.38 TEMPORARY BARRIERS AND ENCLOSURES:

6.38.1 SCOPE OF WORK:

6.38.1.1 The CONTRACTOR shall provide temporary barriers and enclosures to provide construction work areas separate from Owner's on-going business operations.

6.38.1.2 The CONTRACTOR shall protect new work, existing facilities and grounds from damage, theft, vandalism, and unauthorized entry.

6.38.1.3 The CONTRACTOR shall provide a chain link fencing surrounding and separating areas under construction, including areas for CONTRACTOR's mobilization and parking separate from existing CITY facilities and on-going business activities.

6.38.1.4 The CONTRACTOR shall provide demising walls and other barriers as required to separate building area under construction that permits safe and unobstructed exiting of partially Owner occupied buildings.

6.38.1.5 The CONTRACTOR shall provide safety of construction workers and CITY staff and visitors located in areas of CITY's facilities not under renovation or construction.

6.38.1.6 The CONTRACTOR shall control dust, erosion and sediment, noise, pollution, rodent and environmental control.

6.38.2 ENTRY CONTROL:

6.38.2.1 The CONTRACOR shall restrict entrance of persons and vehicles onto Project site and existing facilities in accordance with Special Conditions – 01540 and 01541 Security Procedures.

6.38.2.2 Prior to Project commencement, CONTRACTOR's on-site personnel shall meet with CITY's Project Manager to delineate areas for CONTRACTOR's operations to include storage, office trailers, parking, and lay-down areas.

6.38.2.3 Interruption of pre-approved entry controls shall be coordinated with the CITY's Project Manager prior to proposed interruption.

6.38.2.4 The CONTRACTOR shall allow entrance only to the Project site to authorized persons with proper identification.

6.38.2.5 CONTRACTOR/CM shall post "No Trespassing" and "Hard Hat Area" signs along Project perimeter and at construction access points. "No Trespassing" sign shall include statutory language that area is construction site and that trespassing and theft are felonies and violators will be prosecuted. "No Trespassing" sign shall include name of CONTRACTOR/CM. "No Trespassing" signs shall not be larger than 24" (600mm) by 24" (600mm). "Hard Hat Area" sign shall not be larger than 12" (300mm) by 12" (600mm).

6.38.3 DEMISING WALLS:

6.38.3.1 Where the location of construction is contiguous to or within existing CITY premises, the CONTRACTOR shall provide demising walls to physically separate new or renovation work from existing on-going CITY operations.

6.38.3.2 Demising walls shall be contiguous plywood with vapor barrier and wood framing to prevent unauthorized entrance, dust or debris from entering occupied portion of the area.

6.38.3.4 Where construction is overhead, the CONTRACTOR shall provide safe and secure method of access through or adjacent to work with system of scaffolding, plywood or wood planking overhead to prevent falling debris or materials from interrupting safe passage through construction area.

6.38.4 TEMPORARY FENCING:

6.38.4.1 Areas under construction including areas for CONTRACTOR's mobilization and parking shall be separated from CITY facilities to allow for ongoing activities.

6.38.4.2 The CONTRACTOR shall provide chain link fencing along construction zone boundaries.

6.38.4.3 CONTRACTOR shall submit a detailed temporary fencing plan to the CITY and CONSULTANT for review and approval. The plan shall comply with all applicable regulatory code requirements including the latest edition of the Florida Building Code.

6.38.4.4 The CONTRACTOR shall provide access gates required by code for CITY's and CONTRACTOR's access to occupied portion of project site and for construction access.

6.39 ENVIRONMENTAL CONTROLS:

The CONTRACTOR shall:

6.39.1 Protect existing building and adjacent property from dust produced by construction operations. Use encapsulating or wetting devices to control moisture content of traffic and construction areas.

6.39.2 Control surface drainage to prevent off-site discharge or pollutants and prevent erosion and sedimentation.

6.39.3 Provide berms, dikes or drains to divert water flow away from existing structures into storm water retention areas.

6.39.4 Provide methods necessary to prevent mud and debris from entering storm water system.

6.39.5 Provide methods necessary to prevent excessive noise on Site. CONTRACTOR shall comply with OSHA and CITY's noise requirements.

6.39.6 Provide methods necessary to prevent pests and insects from damaging the Work.

6.39.7 Provide methods necessary to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances or pollutants from construction operations.

6.39.8 SUBMITTALS:

6.39.8.1 Comply with Section 2.10 "Submittal Procedures."

6.39.8.2 Submit site plan and floor plans indicating locations and material construction of proposed protective structures.

6.39.9 TEMPORARY FENCING:

6.39.9.1 Provide a six (6) foot high, minimum ten (10) gage minimum or galvanized steel fabric.

6.39.9.2 Fencing shall have six (6) foot high visual fabric cover to block visual access to construction activities.

6.39.9.3 Provide 5/8" C/D plywood sheets, pressure treated or other means of weather protection, with 2 x 4 wood framing at edges and 24" maximum vertical spacing.

6.39.10 TEMPORARY WALLS:

6.39.10.1 Provide demising Wall: 5/8" C/D plywood sheets, 2 x 4 wood framing at 24" maximum spacing, and 10 mil black polyethylene vapor barrier covering with sealed joints.

6.39.10.2 Provide overhead Protection: Metal scaffolding with ¾" B/C plywood or 2" x 12" wood planking.

6.39.11 EXECUTION/INSTALLATION AND REMOVAL:

6.39.11.1 Install temporary fencing prior to start of vertical construction and removed upon completion of work.

6.39.11.2 Install demising walls prior to start of renovations or building additions and removed work.

6.39.11.3 Protect or remove walls during storm events where winds are anticipated over seventy-four (74) miles per hour.

6.40 SECURITY PROCEDURES:

6.40.1 The CONTRACTOR shall protect new work, existing facilities and grounds from damage, theft, vandalism, and unauthorized entry.

6.40.2 The CONTRACTOR shall initiate security program in coordination with Owner's existing security system at time of Project, mobilizing to ensure safety of employees or persons at the unaffected areas.

6.40.3 The CONTRACTOR shall maintain a security program throughout construction period until Owner's Project acceptance.

6.40.4 PERSONNEL IDENTIFICATION:

6.40.4.1 CONTRACTOR/CM on-site staff, sub-contractors and vendors on Site shall wear identification badges at all times.

6.40.4.2 Identification badges shall be current at time of Project and shall be re-verified and re-issued annually if Project extends past original badge expiration date.

6.40.5 SUBMITTALS:

6.40.5.1 The CONTRACTOR shall comply with Section 2.10 "Submittal Procedures".

6.40.5.2 The CONTRACTOR shall provide a list of personnel proposed to be utilized.

6.40.5.3 The CONTRACTOR shall submit a list of personnel proposed to be substituted for persons already identified to be utilized on the Project.

6.40.5.4 The CONTRACTOR shall provide a security plan to CITY indicating how construction site is to be secured to include normal and emergency egress and ingress.

6.41 PRODUCT SUBSTITUTION PROCEDURES

6.41.1 The CONTRACTOR shall follow the administrative and procedural requirements listed below in Section 6.41.2 for consideration of request for substitution during the design and construction phases.

6.41.2 CONTRACTOR'S SUBMITTAL PROCEDURES:

6.41.2.1 Transmit each substitution request on company letterhead.

6.41.2.2 During bidding phase, substitution requests shall be directed to the CITY's Procurement Services Division.

6.41.2.3 During the construction phase, substitution requests shall be directed to the CONSULTANT.

6.41.2.4 Substitution requests shall identify Project, CONTRACTOR/CM and CONSULTANT during the bidding phase plus Sub-Contractor or supplier during construction phase, indicating Specification Section and Paragraph Number of specified material and pertinent drawing and detail numbers, as appropriate. Include complete information as required in the Substitution Form. Incomplete information will result in automatic rejection of the substitution request.

6.41.2.5 Apply CONTRACTOR's stamp; signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information are in accordance with the requirements of the Work and Contract Documents.

6.41.2.6 Schedule submittals to expedite the Project, and deliver to CONSULTANT or CONTRACTOR/CM at business address. Coordinate submission of related items.

6.41.2.7 For each submittal for review, allow fifteen (15) working days including delivery time to and from the CONSULTANT or CONTRACTOR/CM.

6.41.2.8 Identify variations from Contract Documents and product or system limitations, which may be detrimental to successful performance of the completed work.

6.41.2.9 Provide space for CONTRACTOR/CM and CONSULTANT review stamps.

6.41.2.10 When revised for resubmission, identify all changes made since previous submission.

6.41.2.11 Distribute copies of review submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

6.41.2.12 Submittals not requested will not be recognized or processed.

6.41.3 SUBSTITUTION REQUESTS

Requests for substitutions shall be made no later than ten (10) calendar days prior to Bid date. Requests received afterwards may not be considered.

6.41.4 SCOPE OF WORK:

The CONTRACTOR shall follow the administrative and procedural requirements set forth in Section 6.41.5 to assure quality of construction before and during construction.

Section 6.41.5 states the CONTRACTOR's general requirements for mockups and field samples, constructed, applied or assembled at the Site for review for use as a quality standard.

6.41.5 COORDINATION AND PROJECT CONDITIONS

6.41.5.1 Coordinate scheduling, submittals, and work to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

6.41.5.2 Verify utility requirements and characteristics of operating equipment are compatible with building utilities.

6.41.5.3 Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

6.41.5.4 Coordinate space requirements, supports and installation of mechanical and electrical work that is indicated diagrammatically on Drawings.

6.41.5.5 Follow routing shown for pipes, ducts and conduits as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations for maintenance, and for repairs.

6.41.5.6 Within finished areas, except as otherwise indicated; conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

6.41.5.7 Coordinate completion and clean up work of separate sections in preparation for Substantial Completion and for portions of work designated for CITY's partial occupancy.

6.41.5.8 After CITY occupancy of premises, coordinate access to Site for correction of *defective* work and work not in accordance with the Contract Documents, to minimize disruption of CITY's activities.

6.41.5.9 Change orders for extra work required by CONTRACTOR/CM due to poor coordination with sub trades will not be considered by the CITY.

6.42 FIELD ENGINEERING

CONTRACTOR shall employ Land Surveyor registered in State of Florida approved by CITY.

6.42.1 CONTRACTOR shall locate and protect survey control and reference points.

6.42.2 CONTRACTOR shall control datum for survey established by CITY provided survey.

6.42.3 CONTRACTOR shall verify setbacks and easements; confirm drawing dimensions and elevations.

6.42.4 CONTRACTOR shall provide field engineering services and establish elevations, lines and levels, utilizing recognized engineering survey practices.

6.42.5 CONTRACTOR shall submit copy of site drawing and certificate signed by the Land Surveyor that the elevations and locations of the Work are in conformance with the Contract Documents.

ARTICLE 7 – OTHER WORK

7.1 RELATED WORK AT SITE:

7.1.1 The CITY may perform other work related to the Project at the Site pursuant to other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such Other Work; and if CONTRACTOR believes that such performance shall involve additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefore as provided in Article 11 (Change in Contract Price) and Article 12 (Changes in Contract Time). If the performance of additional work by other contractor or the CITY is noted in the Contract Documents, no additional adjustment of time or compensation shall be considered.

7.1.2 CONTRACTOR shall afford the CITY and other contractors who are party to such a direct contract (or the CITY, if the CITY is performing the additional work with the CITY's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the work with the CONTRACTOR's. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of other contractors by cutting, excavating or otherwise altering other contractor's work and shall only cut or alter other contractor's work with the written consent of the CITY and CONSULTANT and the other contractors whose work shall be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of the CITY and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in such direct contracts between the CITY and other contractors.

7.1.3 If any part of CONTRACTOR's work depends for proper execution for results upon the work of any such other contractor, other than CONTRACTOR's own SubContractor, CONTRACTOR shall inspect and promptly report to CONSULTANT in writing, any delays, defects or deficiencies in such other contractor's work that render it unavailable or unsuitable for such proper execution and results of CONTRACTOR's work. CONTRACTOR's failure to report shall constitute an acceptance of the other contractor's work as fit and proper for integration with CONTRACTOR's work except for latent defects and deficiencies in the other contractor's work.

7.2 COORDINATION:

7.2.1 If the CITY contracts with others for the performance of other work on the Project at the Site, the person or organization who shall have authority and responsibility for coordination of the activities among the various prime contractors shall be identified in the Special Conditions and the specific matters to be covered by such authority and responsibility shall be itemized, and the extent of such authority and responsibilities shall be provided in the Special Conditions. Unless otherwise provided in the Special Conditions, neither the CITY nor the CONSULTANT shall have any authority or responsibility in respect of such coordination.

ARTICLE 8 – THE CITY'S RESPONSIBILITIES

8.1 COMMUNICATIONS TO CONTRACTOR:

8.1.1 CITY shall issue all communications to CONTRACTOR, and provide a copy to CONSULTANT.

8.2 FURNISH DATA:

8.2.1 CITY shall promptly furnish the data required of the CITY under the Contract Documents.

8.3 PAYMENTS:

8.3.1 CITY shall make payments to CONTRACTOR promptly when they are due as provided in Section 14.5 (Review of Application for Progress Payment) and Section 14.10 (Final Payment and Acceptance) of the General Conditions.

8.4 LANDS, EASEMENTS: REPORTS AND TESTS:

8.4.1 The CITY's duties in respect to providing lands and easements and providing engineering surveys, if available and to establish reference points are set forth in paragraphs 4.11 (Availability of Land) and 4.5.1 (Reference Points) of the General Conditions.

8.4.2 The CITY shall identify and make available to CONTRACTOR copies of reports of physical conditions at the Site and Drawings of existing structures that have been utilized in preparing the Contract Documents as set forth in Paragraph 4.2 (Report of Physical Conditions).

8.5 CHANGE ORDERS:

8.5.1 The CITY shall execute Change Orders as provided in Article 10 (Changes in the Work) of the General Conditions.

8.6 SUSPENSION OF WORK:

8.6.1 The CITY's may stop Work, suspend Work or terminate the services of CONTRACTOR pursuant to Paragraph 13.5 (CITY May Stop Work), Paragraph 15.1 (CITY May Suspend Work). Paragraph 15.2 (CITY May Terminate for Cause) and Paragraph 15.3 (CITY May Terminate Without Cause).

8.7 ESTIMATED DOLLAR VALUE:

8.7.1 No guarantee of the dollar amount of this Bid is implied or given. Final amount will be based on actual usage/quantities.

8.8 QUANTITIES:

8.8.1 Quantities shown are estimates only. No guarantee or warranty is given or implied by the CITY as to the total amount that may or may not be purchased from any resulting contract. The CITY reserves the right to decrease or increase quantities or add or delete any item from the contract if it is determined that it best serves the interests of the CITY. Orders shall be placed as needed by individual locations during the contract period. The CONTRACTOR agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

8.9 ADDITIONAL TERMS AND CONDITIONS:

8.9.1 No additional terms and conditions included with the Bid response shall be evaluated or considered, have any force or effect, and are inapplicable to this Bid. It is understood and agreed that the conditions in these Bid Documents are the only conditions applicable to this Bid and the CONTRACTOR's authorized signature on the Bid Form attests to this.

ARTICLE 9 – CONSULTANT'S STATUS DURING CONSTRUCTION:

9.1 CITY'S REPRESENTATIVE:

9.1.1 The CONSULTANT (if specifically designated), or a specifically designated employee of the CITY, shall act as the CITY's Representative during the construction period. .

9.1.2 The CONSULTANT's or CITY's Representative's decision with the consent of the CITY's Project Manager in matters relating to aesthetics shall be final, if pursuant to the terms of the Contract Documents.

9.1.3 CONSULTANT or CITY's Representative shall work with the CITY to:
- 9.1.3.1 Establish on-site lines of authority and communications; and
- 9.1.3.2 Schedule and conduct pre-construction meeting and progress meetings.

9.1.4 CONSULTANT or CITY's Representative shall also work with the CITY to establish procedures for:
- 9.1.4.1 Submittals
- 9.1.4.2 Reports and Records
- 9.1.4.3 Recommendations
- 9.1.4.4 Coordination of drawings
- 9.1.4.5 Schedules
- 9.1.4.6 Resolution of conflicts

9.1.5 CONSULTANT shall also:
- 9.1.5.1 Interpret Contract specifications and Drawings
- 9.1.5.2 Transmit written interpretations to CONTRACTOR, and to other concerned parties;
- 9.1.5.3 Assist in obtaining permits and approvals
- 9.1.5.4 Verify that CONTRACTOR and SubContractors have obtained inspections for Work and for temporary facilities; and
- 9.1.5.5 Assist CITY to control the use of Site.

9.2 VISITS TO SITE:

9.2.1 After written Notice to Proceed with the Work, the CONSULTANT shall make visits to the Site at intervals appropriate to the various stages of construction or as per CONSULTANT's contract with CITY to observe the progress and quality of the executed Work and to determine in general, if the Work is proceeding in accordance with the Contract Documents. On the basis of its on-site observations, as an experienced and qualified design professional, CONSULTANT shall keep the CITY informed of the progress of the Work and endeavor to guard the CITY against defects and deficiencies in the Work of the CONTRACTOR.

9.3 PROJECT REPRESENTATION:

9.3.1 The CITY of Boynton Beach or its authorized agents, inspectors or representatives shall act within the scope of duties entrusted to them by the CITY.

9.4 CLARIFICATIONS AND INTERPRETATIONS:

9.4.1 The CONSULTANT or CITY's Representative shall issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the CITY may determine necessary, which shall be consistent with the Contract Documents. If CONTRACTOR believes that a written clarification of interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Article 11 (Change in Contract Price) and Article 12 (Change in Contract Time) of the General Conditions.

9.5 MEASUREMENTS:

9.5.1 MEASUREMENTS: All Work completed under the Contract shall be measured by the CONSULTANT's or CITY's Representative or Project Representative according to the United States Standard Measures. All linear surface measurements shall be made horizontally or vertically as required by the item measured.

9.6 REJECTING DEFECTIVE WORK:

9.6.1 The CONSULTANT, CITY's Representative or Project Representative shall have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final inspection). The CONSULTANT, CITY's Representative or Project Representative shall also have authority to require special inspection or testing of the Work as may be individually or severally deemed necessary, whether or not the Work is fabricated, installed or completed.

9.7 SHOP DRAWINGS, CHANGE ORDERS AND PAYMENTS:

9.7.1 The CONSULTANT's responsibility for Shop Drawings and samples shall be pursuant to Sections 6.11 (Shop Drawings and Samples) of the General Conditions.

9.7.2 The CONSULTANT's responsibilities as to Change Orders shall be pursuant to Article 10, (Changes in Work), Article 11 (Change in Contract Price) and Article 12 (Change in Contract Time) of the General Conditions.

9.7.3 The CONSULTANT's responsibilities in respect to Applications for Payment, etc. shall be pursuant to Article 14 (Payment to Contractor and Completion) of the General Conditions.

9.8 DETERMINATIONS FOR UNIT PRICES:

9.8.1 The CITY's Project Manager and CONSULTANT shall determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. The CITY's Project Manager and CONSULTANT shall review with CONTRACTOR, CONSULTANT's preliminary determinations on such matters before rendering a written decision by recommendation of an Application for Payment or otherwise. The CITY's Project Manager's written decisions shall be final and binding upon the CITY and CONTRACTOR unless, within ten (10) days after the date of any such decision, the CONTRACTOR delivers to the CITY and to CONSULTANT written notice of intention to appeal from such a decision.

9.9 DECISIONS ON DISPUTES:

9.9.1 The CITY's Project Manager with the input of the CONSULTANT shall be the initial interpreter of the requirements of the Contract Documents and evaluator of the acceptability of the Work under the Contract. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 (Change in Contract Price) and Article 12 (Change in Contract Time) in respect to changes in the Contract Price or Contract Time shall be referred initially to CONSULTANT with the consent of the CITY's Project Manager, the CONSULTANT shall render a decision on the claim or disputed matter in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to the CITY's Project Manager and CONSULTANT and the other party(ies) to the Contract promptly (but in no event later than ten (10) days) after the start of the occurrence or event giving rise thereto, and written supporting data shall be submitted to the CITY's Project Manager and CONSULTANT within ten (10) days after such occurrence, unless CONSULTANT with the consent of the CITY's Project Manager allows an additional period of time to ascertain more accurate data in support of such claim, dispute or other matter.

9.9.2 The CITY's Project Manager and CONSULTANT shall submit any response to the claimant within ten (10) days after receipt of the claimant's last submittal (unless the CITY's Project Manager and CONSULTANT allow additional time). CONSULTANT with the consent of the CITY's Project Manager shall render a formal decision in writing by thirty (30) days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. The CITY's Project Manager's written decision, on such claim, dispute, or other matter shall be final and binding upon CONTRACTOR unless:

i) an appeal from CITY/CONSULTANT's decision is taken within the time limits and in accordance with the procedures set forth pursuant to Article 16 (Dispute Resolution); or

ii) a written notice of intention to appeal from the CITY's Project Manager and CONSULTANT's written decision is delivered by CONTRACTOR to the CITY's Project Manager and CONSULTANT within ten (10) days after the date of such decision and a formal proceeding is instituted by the appealing party in forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable laws and regulations within thirty (30) days of the date of such decision, unless otherwise agreed in writing by CITY and CONTRACTOR.

9.9.3 The rendering of a decision by the CITY's Project Manager pursuant to Paragraphs 9.8.1, (Determinations of Unit Prices), 9.9.1 and 9.9.2 (Dispute Resolution) with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 14.11 (Waiver of Claims) shall be a condition precedent to any exercise by CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by laws or regulations in respect of any such claim, dispute or other matter pursuant to Article 16.

9.10 INSPECTION AND TESTING:

9.10.1 CONSULTANT shall inspect Work to assure performance pursuant to the requirements of Contract Documents as follows:
9.10.1.1 Administer special testing and inspections of suspect Work.
9.10.1.2 Reject Work which does not comply with requirements of Contract Documents.

9.10.2 Coordinate Testing Laboratory Services:
9.10.2.1 Verify that required laboratory personnel and present.
9.10.2.2 Verify that tests are made in accordance with specified standards.
9.10.2.3 Review test reports for compliance with specified criteria.
9.10.2.4 Recommend and administer any required re-testing.

9.11 LIMITATIONS ON CONSULTANT:

9.11.1 Neither CONSULTANT's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by CONSULTANT either to exercise or not exercise such authority shall give rise to any duty or responsibility of CONSULTANT to CONTRACTOR, any SubContractor, any Supplier or any other person or organization performing any of the Work, or to any surety.

9.11.2 Whenever in the Contract Documents the term "as ordered", "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory", or adjectives of the like effect or import are used to describe a requirement, direction, review or judgment of the CONSULTANT as to the Work, it is intended that such requirement, direction, review or judgment shall be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to CONSULTANT any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraphs 9.11.3 or 9.11.4 of the General Conditions.

9.11.3 CONSULTANT shall not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and CONSULTANT shall not be responsible to CONTRACTOR or CONTRACTOR's failure to perform or furnish the Work pursuant to the Contract Documents.

9.11.4 CONSULTANT shall not be responsible for the acts or omissions of CONTRACTOR or of any SubContractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 10 – CHANGES IN THE WORK

10.1 AUTHORIZED CHANGES IN THE WORK

10.1.1 Without invalidating the Contract and without notice to any surety, the CITY may at any time order additions, deletions or revisions in the Work; these changes shall be authorized by a Field Order or Change Order. Upon receipt of any such order or document, CONTRACTOR shall promptly proceed with the Work involved that shall be performed under the applicable conditions of the Contract Documents, except as otherwise specifically provided.

10.1.2 If the CITY and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Change Order, a claim may be made therefor as provided in Article 11 (Change in Contract Price) and Article 12 (Change in Contract Time) of the General Conditions.

10.2 UNAUTHORIZED CHANGES IN THE WORK

10.2.1 CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in Section 3.2 (References to Standards) except in the case of an emergency as provided in Paragraph 6.10.11 (Emergencies) or except in the case of uncovering Work as provided in Paragraph 13.4.2 (Uncovering Work).

10.3 EXECUTION OF CHANGE ORDERS:

10.3.1 The CITY and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:
10.3.1.1 Changes in Work, which are ordered by the CITY, pursuant to Paragraph 10.1.1 (Changes in the Work) or are required because of acceptance of *defective* Work under Paragraph 13.9, or are agreed by the parties.
10.3.1.2 Changes in the Contract Price or Contract Time which the parties agree to.
10.3.1.3 Changes in Contract Price or Contract Time which embody the substance of any written decision rendered by CONSULTANT pursuant to Paragraph 9.9.1 (Decisions on Disputes), provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable laws and regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in Paragraph 6.24.1.

10.3.2 Surety: It is distinctly agreed and understood that any changes made in the Contract Documents for this Work (whether such changes increase or decrease the amount thereof) or any change in the manner or time of payments or time of performance made by the CITY to the CONTRACTOR shall in no way annul, release or affect the liability and surety on the Bonds given by the CONTRACTOR. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to Contract Price or Contract Time) is required by the provisions of any Bond to be given to a Surety, the giving of any such notice shall be the CONTRACTOR's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

10.3.3 Notwithstanding, anything to the contrary contained within the Contract Documents, all change orders involving additional cost or extensions of time, shall be governed pursuant to the ordinances of the CITY.

ARTICLE 11 – CHANGE OF CONTRACT PRICE

11.1 GENERAL

11.1.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at its expense without change in the Contract Price.

11.1.2 The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to CONSULTANT promptly (not later than ten (10) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within thirty (30) days after such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of such event. All claims for adjustment in the Contract Price shall be determined by CITY and CONSULTANT in accordance with Paragraph 9.8.1, if the CITY and CONTRACTOR cannot otherwise agree on the amount involved. Any claim for an adjustment in the Contract Price shall not be waived if not submitted in accordance with this Paragraph 11.1.2.

11.1.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.1.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved (subject to provisions of Section 11.5. (Unit Price Work) inclusive).

11.1.3.2 By mutual acceptance of a lump sum (which shall include an allowance for overhead and profit in accordance with Paragraph 11.3.1.2a (Contractor's Fee).

11.1.3.3 On the basis of the Cost of the Work (determined as provided in Section 11.2, inclusive) plus a CONTRACTOR's fee for overhead and profit) determined as provided in Section 11.3, Contractor's Fee, inclusive.

11.2 COST OF THE WORK:

11.2.1 **General**: The term Cost of the Work means the sum of all costs necessary incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by the CITY, such costs shall be in amounts no higher than those prevailing in the locality of the Project and must be approved by the CITY and CONSULTANT before any payment. Such costs shall include only the following items listed below in Paragraphs 11.2.2 thru 11.2.6 and shall not include any of the costs itemized in Paragraph 11.2.7 (Exclusions to Cost of the Work).

11.2.2 **Labor**: The term Cost of the Work includes payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications including the expenses of performing work after regular hours on Saturday, Sunday and legal holidays, agreed upon by the CITY and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Employees under this paragraph shall include superintendents and foremen on site.

11.2.3 **Materials and Equipment:** The term Cost of Work includes cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Supplier's field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless the CITY deposits funds with CONTRACTOR with which to make payments, in which case, the cash discounts shall accrue to the CITY. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to the CITY, and CONTRACTOR shall make provisions so that they may be obtained.

11.2.4 **Subcontractor:** The term Cost of the Work includes payments made by CONTRACTOR to the SubContractors for Work performed by SubContractors, The CONTRACTOR shall obtain competitive bids from subcontractors acceptable to CONTRACTOR and shall deliver such bids to the CITY who shall then determine with the advice of the CONSULTANT, which bids shall be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of Cost of Work plus a fee, the subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of Work. All subcontracts shall be subject to all provisions of the Contract Documents.

11.2.5 **Costs of Special Consultants:** The term Cost of the Work includes special consultants employed for services specifically related to the Work including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants.

11.2.6 **Supplemental Costs:** The term Cost of the Work includes the following:

a. Costs, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and tools not owned by the workers that are consumed in the performance of Work, and costs less than market value of such items used but not consumed which remain the property of the CONTRACTOR.

b. Rentals of all construction equipment and machinery and the parts thereof, whether rented from CONTRACTOR or others in accordance with rental agreements approved by the CITY with the advice of CONSULTANT, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof – in accordance with terms of such rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

c. Cost of premiums for additional bonds and insurance required because of changes in the WORK.

11.2.7 **Exclusions to Cost of the Work:** The term Cost of the Work shall not include any of the following:

11.2.7.1 **Payroll costs** and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships) general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site in CONTRACTOR''s principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.2.2 (Labor) or specifically covered by Paragraph 11.2.5 (Costs of Special Consultants) – all of which are to be considered administrative costs covered by the CONTRACTOR's fee pursuant to Paragraph 11.3 of the General Conditions.

11.2.7.2 **Expenses** of any of CONTRACTOR's offices, including principal and branch offices, other than CONTRACTOR's office at the Site.

11.2.7.3 **Any part** of CONTRACTOR's capital expenses including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.2.7.4 **Cost of premiums** for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.2.6 (c) above.

11.2.7.5 **Costs due** to the negligence or intentional acts of the CONTRACTOR, any subcontractor, supplier or anyone whose acts CONTRACTOR or subcontractor may be liable, including but not limited to, the correction of *defective* Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.2.7.6 **Costs associated** with fringe benefits that are greater than actual costs; i.e. where worker hours exceed a typical 8-hour day and 40-hour workweek.

11.2.7.7 **Other overhead** or general expense costs of any kind and the costs of any item not specifically and expressly included in Section 11.2 (Cost of the Work).

11.3 CONTRACTOR'S FEE:

11.3.1 The CONTRACTOR's fee for overhead and profits shall be determined as follows:

11.3.1.1 A mutually acceptable fixed fee; or if none can be agreed upon;

11.3.1.2 A fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 11.2.2 (Labor) and 11.2.3 (Materials and Equipment) the CONTRACTOR's fee shall be five (5%) percent.

b. For costs incurred under Paragraph 11.2.4 (Subcontractors), the CONTRACTOR's fee shall be five (5%) percent; and if a subcontract is on the basis of Cost of the Work plus a fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all subcontractors shall be five (5%) percent.

c. No fee shall be payable on the basis of costs itemized under Paragraphs 11.2.5 (Cost of Consultants), 11.2.6 (Supplemental Costs) and 11.2.7 (Exclusions).

d. The amount of credit to be allowed by CONTRACTOR to the CITY for any such change which results in a net decrease in cost shall be the amount of the actual net decrease plus a deduction in CONTRACTOR's fee by an account equal to ten (10%) percent of the net decrease; and

e. When both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of net change in accordance with Paragraphs 11.3.1.2(a) through 11.3.1.2(d) inclusive.

11.3.2 Whenever the cost of any work is to be determined pursuant to Paragraph 11.2.1 (General) or Paragraph 11.2.7 (Exclusions), CONTRACTOR shall submit in writing to the CITY and CONSULTANT and in form acceptable to CONSULTANT, an itemized breakdown together with supporting data.

11.4 ALLOWANCES:

11.4.1 It is understood that CONTRACTOR has included in the Contract Price all allowances named in the Contract Documents and shall cause the Work so covered in the Contract documents to be done by such subcontractors or suppliers and for such sums within the limit of the allowances as acceptable to the CITY, CONTRACTOR agrees that:

11.4.1.1 The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes and

11.4.1.2 CONTRACTOR's costs for unloading and handling on the Site, including labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof shall be valid.

11.4.1.3 Prior to final payment, an appropriate Change Order shall be issued as recommended by CONSULTANT to reflect actual amounts due CONTRACTOR on account of Work covered by allowances and the Contract Price shall be correspondingly adjusted.

11.5 UNIT PRICE WORK:

11.5.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price shall be deemed to include for all Unit Price Work, an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work, times the estimated quantity of each item as indicated in the Contract. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR shall be made by CONSULTANT and CITY in accordance with Paragraph 9.8 - Determination of Unit Prices.

11.5.2 Each unit price shall be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

11.5.3 Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Contract and there is no corresponding adjustment with respect to any other item of work, and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim pursuant to applicable provisions of these General Conditions for an increase in the Contract Price, if the parties are unable to agree as to the amount of any such increase.

11.5.4 Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Contract and there is no corresponding adjustment with respect to any other item of work and if the CITY believes that CONTRACTOR has incurred reduced expense as a result thereof, CITY may make a claim for a decrease in the Contract Price in accordance with Article 11 – Change in Contract Price if the parties are unable to agree as to the amount of any decrease.

11.6 OMITTED WORK:

11.6.1 The CITY may at any time, by written order, without Notice to the Sureties, require omission of such contract Work as it may find necessary or desirable. An order for omission of Work shall be valid only by an executable Change Order. All Work so ordered must be omitted by the CONTRACTOR. The amount by which the Contract Price shall be reduced shall be determined as follows:

11.6.1.1 By such applicable unit prices, or rates for work of a similar nature or character as set forth in the Contract, or

11.6.1.2 By the appropriate lump sum price set forth in the Contract, or

11.6.1.3 By the reasonable and fair estimated cost of such omitted Work and profit percentage as determined by the CONTRACTOR and the CONSULTANT, and approved by the CITY.

ARTICLE 12 – CHANGE OF CONTRACT TIME

12.1 GENERAL

12.1.1 The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of Contract Time shall be based on written notice delivered by the party making the claim to the other party and to CONSULTANT promptly (but in no event later than seven (7) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice to the extent of the claim with supporting data shall be delivered within seven (7) days after such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of such event. Claims made beyond these time limits shall be null and void. Reporting of the general nature of the claim shall include at a minimum:

12.1.1.1 Nature of the delay or change in the Work.

12.1.1.2 Dates of commencement/cessation of the delay or change in the Work.

12.1.1.3 Activities on the progress schedule current as of the time of delay or change in the Work affected by the delay or change in the Work.

12.1.1.4 Identification and demonstration that the delay or change in the Work impacts the construction schedule.

12.1.1.5 Identification of the source of delay or change in the Work.

12.1.1.6 Anticipation on impact extent of the delay or change in the Work.

12.1.1.7 Recommended action to minimize delay.

12.1.2 Requests for extension of time shall be fully documented and shall include copies of daily logs, letters, shipping orders, delivery tickets, and other supporting information. In case of continuing cause of delay, only one (1) claim is necessary. Normal working weeks are based on a five (5) day week. All claims for adjustment of the Contract Time shall be determined by the CITY with input from the CONSULTANT. No claim for an adjustment in the Contract Time shall be valid if not submitted in accordance with the requirements of this Article 12 the General Conditions.

12.1.3 If CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) that, in the sole judgment of the CITY whose decision shall be binding upon CONTRACTOR is due to delay beyond the control of the CONTRACTOR, the Contract Times (or Milestones) shall be extended in an amount equal to the time lost due to such delay if a claim is made therefore as provided in Article 12 of the General Conditions.

12.1.4 Delays beyond the control of CONTRACTOR shall include acts or neglect by the CITY, acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7 – Related Work at Site, fires, floods, epidemics, or acts of God.

12.1.5 The CONTRACTOR must mitigate any loss of time to include but not be limited to performing ancillary Work as is applicable to the Project.

12.1.6 Claims for delay due to inclement weather (i.e. beyond the 10-year mean average) shall be the made within ten (10) days of the inclement weather occurrence.

12.1.7 Delays attributable to and within the control of a SubContractor or supplier shall be deemed to be delays within the control of the CONTRACTOR.

12.1.8 If the CONTRACTOR is prevented from completing any part of the Work within the Contract Time (or Milestones) due to delay beyond the control of both CITY and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall CITY be liable to CONTRACTOR, and SubContractor, any supplier, any other person or organization, or to any surety or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of the CONTRACTOR, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts of neglect by utility owners or other contractors performing work as contemplated by Article 7 – Related Work at Site.

12.2 LIQUIDATED DAMAGES

12.2.1 The CITY and CONTRACTOR recognize and acknowledge that time is of the essence of this Contract and that the CITY shall suffer financial loss if the Work is not completed within the times specified in Paragraph 2.3 – Notice to Proceed plus any extensions thereof allowed in accordance with Article 12 – Change of Contract Time. Each of the parties acknowledge that it has attempted to quantify the damages which would be suffered by CITY in the event of the failure of CONTRACTOR to perform in a timely manner, but neither one has been capable of ascertaining such damages with any certainty. CITY and CONTRACTOR also recognize and acknowledge the delays, expenses and difficulties involved in providing proof of such damages in a legal proceeding, the actual loss suffered by the CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, the CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the CITY:

BASE BID	LIQUIDATED DAMAGES PER DAY

$1,000 to $20,000	$100
$20,001 to $75,000	$200
$75,001 to $150,000	$500
$150,001 to $350,000	$750
$350,001 to $750,000	$800
$750,001 to $1,000,000	$1,000
$1,000,001 to $2,000,000	$1,200
$2,000,001 to $3,000,000	$1,500
$3,000,001 to $4,000,000	$1,600
$4,000,001 to $5,000,000	$1,700
$5,000,001 to $6,000,000	$1,800
$6,000,001 to $7,000,000	$1,900
$7,000,001 to $8,000,000	$2,000
$8,000,001 to $9,000,000	$2,100
$9,000,001 to $10,000,000	$2,200
$10,000,001 to $11,000,000	$2,300
$11,000,001 to $12,000,000	$2,400
$12,000,001 and over	$2,500

For each day that expires after the time specified in Paragraph 2.3 – Notice to Proceed, for Substantial Completion until the Work is substantially complete.

12.2.2 After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the CITY, CONTRACTOR shall pay CITY:

BASE BID	LIQUIDATED DAMAGES PER DAY
$1,000 to $20,000	$25.00
$20,001 to $75,000	$50.00
$75,001 to $150,000	$125.00
$150,001 to $350,000	$187.50
$350,001 to $750,000	$200.00
$750,001 to $1,000,000	$250.00
$1,000,001 to $2,000,000	$300.00
$2,000,001 to $3,000,000	$370.00
$3,000,001 to $4,000,000	$400.00
$4,000,001 to $5,000,000	$425.00
$5,000,001 to $6,000,000	$450.00
$6,000,001 to $7,000,000	$475.00
$7,000,001 to $8,000,000	$500.00
$8,000,001 to $9,000,000	$525.00
$9,000,001 to $10,000,000	$550.00
$10,000,001 to $11,000,000	$575.00
$11,000,001 to $12,000,000	$600.00
$12,000,001 and over	$625.00

For each day that expires after the time specified in Paragraph 2.3 – Notice to Proceed.

12.2.3 This sum is not a penalty. The CITY reserves the right to additionally recover direct job site expenses, including CONSULTANT's expenses incurred during the period of any delay. The CONTRACTOR shall be liable for liquidated damages even if the Contract is terminated by the CITY for cause or if the CONTRACTOR abandons the Work. The liability of the CONTRACTOR and its surety or sureties for damages provided by this Article is joint and several.

ARTICLE 13 – TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.1 NOTICE OF DEFECTS:

13.1.1 Prompt notice of all defects for which CITY or CONSULTANT have actual knowledge shall be given to CONTRACTOR. All *defective* Work, whether or not completed, may be rejected, corrected or accepted as provided in Article 13 – Tests and Inspections: Correction, Removal or Acceptance of Defective Work.

13.1.2 Unremedied defects identified for correction during the guarantee period but remaining after its expiration shall be considered as part of the obligations of the guarantee. Defects in material, workmanship or equipment which are remedied as a result of obligations of the guarantee, shall subject the remedied portion of the Work to an extended guarantee period of one (1) year after the defect has been remedied. The Surety shall be bound with and for the CONTRACTOR in the CONTRACTOR's observance of the guarantee.

13.2 ACCESS TO WORK:

13.2.1 CONSULTANT's and CONSULTANT's representatives, other representatives of the CITY, testing agencies and governmental agencies with jurisdictional interests shall have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

13.3 TESTS AND INSPECTIONS:

13.3.1 CONTRACTOR shall give CONSULTANT timely notice of readiness of the Work for all required inspections, tests or approvals.

13.3.2 If any federal, state or local laws and regulations require any Work (or part thereof) to specifically be inspected, tested or approved,

CONTRACTOR shall assume full responsibility therefore pay all costs in connection therewith, and furnish CONSULTANT the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and pay all costs in connection with any inspection or testing required in connection with the CITY's or CONSULTANT's acceptance of supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work.

13.3.3 All inspections, tests or approvals other than those required by federal, state, or local laws or regulations shall be performed by organizations acceptable to the CITY and CONSULTANT.

13.3.4 If any work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of CONSULTANT, it must, if requested by CONSULTANT, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given CONSULTANT timely written notice of CONTRACTOR's intention to cover the same and CONSULTANT has not acted with reasonable promptness in response to such notice.

13.3.5 Observations by CITY, CONSULTANT inspections or tests or approvals by others shall not relieve CONTRACTOR from CONTRACTOR's obligation's to perform the Work in pursuant to the Contract Documents.

13.3.6 General: For tests specified to be made by the CONTRACTOR, the testing personnel shall make the necessary inspections and tests, the testing work and testing report thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Five (5) copies of the report shall be submitted and authoritative certification thereof must be furnished to the CONSULTANT as a prerequisite for the acceptance of any material or equipment.

13.3.7 If, in the making of any test of any material or equipment, it is ascertained by the CONSULTANT that the material or equipment does not comply with the Contract Documents, the CONTRACTOR will be notified thereof and it will be directed to refrain from delivering such material or equipment, or to remove it promptly from the Site or from the Work and replace it with acceptable material, without cost to the CITY.

13.3.8 Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with the recognized test codes.

13.3.9 Costs. All inspection and testing or materials furnished under this Contract will be provided by the CONTRACTOR, unless otherwise expressly specified.

13.3.10 Materials and equipment submitted by the CONTRACTOR as the equivalent of those specifically named in the Contract may be tested by the CITY for compliance. The CONTRACTOR shall reimburse the CITY for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

13.3.11 Certificate of Manufacture: CONTRACTOR shall furnish CONSULTANT authoritative evidence in the form of Certificate of Manufacture that the materials to be used in the Work have been manufactured and tested in conformity with the Contract Documents.

13.3.12 These Certificates of Manufacture shall be notarized and include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

13.3.13 Start-up Tests: As soon as conditions permit, the CONTRACTOR shall furnish all labor, materials and instruments and shall make start-up tests of equipment.

13.3.14 If the start-up tests disclose any equipment furnished under the Contract which does not comply with the requirements of the Contract Documents, the CONTRACTOR shall, prior to demonstration tests, make all changes, adjustments and replacements required. The CONTRACTOR shall assist in the start-up tests as applicable.

13.4 UNCOVERING WORK:

13.4.1 If any Work is covered contrary to the request of CONSULTANT, it must, if requested by CONSULTANT, be uncovered for CONSULTANT's observation and replaced at CONTRACTOR's expense.

13.4.2 If CONSULTANT requests that covered Work be observed by CONSULTANT or inspected or tested by others, CONTRACTOR, at CONSULTANT's request shall uncover, expose or otherwise make available for observation, inspection or testing as CONSULTANT may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is *defective*, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and the CITY shall be entitled to an appropriate decrease in the Contract Price, and if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Article 11. If however, such Work is found to be *defective*, CONTRACTOR shall be allowed an increase in Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Article 11 – Change in Contract Price and Article 12 – Change in Contract Time in the General Conditions.

13.5 CITY MAY STOP THE WORK:

13.5.1 If the Work is *defective*, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work shall conform to the Contract Documents, the CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the CITY to stop the Work shall not give rise to any duty on the part of the CITY to exercise this right for the benefit of CONTRACTOR or any other party.

13.6 CORRECTION OR REMOVAL OF DEFECTIVE WORK:

13.6.1 If required by CONSULTANT, CONTRACTOR shall promptly, as directed, either correct all *defective* Work, whether or not fabricated,

installed or completed, or if the Work has been rejected by CONSULTANT, remove it from the Site and replace with non-*defective* Work. CONTRACTOR shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

13.6.2 If the CONTRACTOR refuses to comply, the CITY may do of the following:

13.6.2.1 The CITY shall correct any work so performed by the CONTRACTOR and deduct the expenses for doing so from the final payment due to the CONTRACTOR, or

13.6.2.2 The CITY shall hold back final payment due CONTRACTOR until such time as the Work is completed to the satisfaction of the CITY's Project Manager and in compliance with the CITY's specifications. The CITY's Project Manager shall have the discretion to determine if the Work is satisfactory and in compliance with the specifications.

13.6.3 The remedies contained herein are not exclusive and the CITY/OWNER reserves the right to pursue any and all other remedies it deems applicable.

13.7 ONE-YEAR CORRECTION PERIOD:

13.7.1 If within one (1) year after the date of Acceptance of Work or such longer period of time as may be prescribed by federal, state or local laws and regulations, or by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents; any Work is found to be *defective*, CONTRACTOR shall promptly, without cost to the CITY and in accordance with the CITY's written instructions, either correct such *defective* Work, or if it has been rejected by the CITY, remove it from the Site and replace it with non-*defective* Work.

13.7.2 If CONTRACTOR does not promptly comply with the terms of such instructions or incase of an emergency where delay would cause serious risk of loss or damage; the CITY may have the *defective* Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) shall be paid by CONTRACTOR.

13.7.3 In special circumstances where a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

13.7.4 Nothing herein shall be deemed a waiver of the statute of limitations as provided in Florida Law.

13.7.5 Where *defective* Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this Paragraph 13.7 – "One Year Correction Period", the correction period hereunder with respect to such Work shall be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

13.8 ACCEPTANCE OF DEFECTIVE WORK:

13.8.1 Instead of requiring correction or removal and replacement of *defective* Work, CITY (prior to CONSULTANT's recommendation of final payment), if CONSULTANT prefers to accept *defective* Work CITY may accept *defective* Work. If CITY accepts *defective* Work pursuant to this Paragraph 13.8. CONTRACTOR shall pay all claims, costs, losses and damages attributable to CITY's evaluation of and determination to accept such *defective* Work (such costs to be approved by CONSULTANT as to reasonableness and to include but not limited to fees and charges of engineers, architects, attorneys and other professionals).

13.8.2 If any such acceptance of *defective* work occurs prior to CONSULTANT's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, the CITY may make a claim therefor as provided in Article 11 – Change of Contract Price. If acceptance occurs after such recommendation, CONTRACTOR shall pay an appropriate amount to the CITY.

13.9 CITY MAY CORRECT DEFECTIVE WORK:

13.9.1 If CONTRACTOR fails within thirty (30) days after written notice of CONSULTANT to proceed to correct *defective* Work, or remove and replace rejected Work as required by CONSULTANT in accordance with paragraph 13.7.1, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, the CITY may, after seven (7) days written notice to CONTRACTOR correct and remedy any such deficiency.

13.9.2 To the extent necessary to complete corrective and remedial action, the CITY may exclude CONTRACTOR from all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site and incorporate in the Work, all materials and equipment stored at the Site or for which the CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow the CITY, the CONSULTANT, the CITY's Representative agents and employees, such access to the Site as may be necessary to enable the CITY to exercise the rights and remedies under this Paragraph.

13.9.3 All direct, indirect and consequential costs of the CITY in exercising such rights and remedies under this Paragraph shall be charged against CONTRACTOR by CITY, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. The CITY shall be entitled to an appropriate decrease in the Contract Price, and if the parties are unable to agree as to the amount thereof, the CITY may make a claim therefore as provided in Article 11 – Change of Contract Price. Such direct, indirect and inconsequential costs shall include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs, and all costs of repair and/or replacement of Work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's *defective* work. CONTRACTOR shall also be responsible for restoring any other sites affected by such repairs or remedial work at no cost to the CITY. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the CITY of the CITY's rights pursuant to Paragraph 13.9 of the General Conditions.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION:

14.1 SCHEDULE OF VALUES

14.1.1 The schedule of values established as provided in Paragraph 2.9 – Finalizing Schedules, shall serve as the basis for progress payments and shall be incorporated into a form of Application for Payment acceptable to CITY and CONSULTANT.

14.2 UNIT PRICE BID SCHEDULE

14.2.1 Progress payments on account of Unit Price Work shall be based on the number of units completed.

14.2.2 The quantities for payment under this Contract shall be determined by actual measurement of the completed items in place, ready for service and accepted by the CITY, in accordance with the applicable method of measurement therefore contained pursuant to these General Conditions.

14.2.3 The CONTRACTOR shall receive and accept the compensation provided in the Bid and the Contract documents as full payment for furnishing all materials, labor, tools and equipment for performing all operations necessary to complete the Work under the Contract and also in full payment for all loss or damages arising from the nature of the Work or from any discrepancy between the actual quantities of Work and quantities herein estimated by the CONSULTANT, or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the Work until final acceptance by the CITY.

14.2.4 The prices stated in the Bid include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the Work as shown on the Drawings and specified herein. The basis of payment for an item at the unit price stated in the Bid shall be in accordance with the description of that item.

14.3 APPLICATION FOR PAYMENTS:

14.3.1 Unless otherwise prescribed by federal, state or local law, at the end of each calendar month, the CONTRACTOR shall submit to the CONSULTANT for review, an Application for Payment (AFP) filled out and signed by the CONTRACTOR, covering the Work completed as of the date of the Application and accomplished by such supporting documentation pursuant to the Contract Documents.

14.3.2 The Net Payment Due to the CONTRACTOR shall be the above-mentioned subtotal from which shall be deducted from the amount of retainage specified in the Contract, and the total amount of all previous approved Applications for Progress Payment submitted by CONTRACTOR. Retainage shall be calculated based upon the above-mentioned sub-total.

14.3.3 The CONTRACTOR shall list each Change Order executed prior to date of submission, at the end of the continuation sheets and shall list by Change Order Number, and description, as for an original component item of work.

14.3.4 As provided for in the Application for Payment (AFP) form, the CONTRACTOR shall certify for each current pay request that all previous progress payments received from the CITY, under this Contract have been applied by the CONTRACTOR to discharge in full all obligations of the CONTRACTOR in connection with Work covered by prior Application for Payment (AFP), and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest and encumbrances. CONTRACTOR shall attach to each Application for Payment (AFP) like obligation discharge affidavits by all subcontractors.

14.4 CONTRACTOR'S WARRANTY OF TITLE:

14.4.1 The CONTRACTOR warrants and guarantees that title to all Work and equipment covered by an Application for Payment, whether incorporated in the Project or not, shall have passed to the CITY prior to the making of an Application for Payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens"), and that no work or equipment covered by an Application for Payment shall have been acquired by the CONTRACTOR or by any other party performing the Work at the Site or furnishing equipment for the Project, subject to an agreement under which an interest therein or encumbrances thereon is retained by the seller of such products or otherwise imposed by the CONTRACTOR or such other person.

14.5 REVIEW OF APPLICATIONS FOR PAYMENT:

14.5.1 CONSULTANT shall, within ten (10) days after receipt of each Application for Payment, either indicate in writing, a recommendation of payment and present the Application to the CITY, or return the Application to CONTRACTOR indicating in writing CONSULTANT's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make necessary corrections and resubmit the Application. Thirty (30) days after receipt of the Application for Payment by the CITY with CONSULTANT's recommendation, the amount recommended shall (subject to the provisions of the last sentence of paragraph 14.5.4) become due and when due shall be timely paid by the CITY to CONTRACTOR.

14.5.2 CONSULTANT's recommendation of any payment requested in the Application for Payment shall not prohibit the CITY from withholding payment or prohibit the CITY from paying additional sums regarding other matters or issues between the parties.

14.5.3 CONSULTANT's recommendation of final payment shall constitute a representation by CONSULTANT to the CITY that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in Paragraph 14.10, Final Payment and Acceptance, have been fulfilled.

14.5.4 CONSULTANT may refuse to recommend in whole or any part of any payment if, in CONSULTANT's opinion, it would be incorrect to make such representations to the CITY. The CONSULTANT may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in CONSULTANT's opinion to protect the CITY from loss, including but not limited to:

14.5.4.1 The Work is *defective* or completed Work has been damaged requiring correction or replacement.

14.5.4.2 The Contract Price has been reduced by a Written Amendment or Change Order.

14.5.4.3 The CITY has been required to correct *defective* Work or complete Work pursuant to Paragraph 13.9, or

14.5.4.4 The CONSULTANT's actual knowledge of the occurrence of any of the events enumerated in Paragraphs 15.2.1 through 15.2.1.9 inclusive (CITY May Terminate).

14.5.5 The CITY may refuse to make payment of the full amount recommended by the CONSULTANT because claims have been made against the CITY on account of CONTRACTOR's performance or furnishing of the Work, or there are other items entitling the CITY to credit against the amount recommended but the CITY must give CONTRACTOR written notice (with a copy to CONSULTANT) stating the reasons for such action. Reasons the CITY may refuse to make payment include but are not limited to:

14.5.6 The Work for which payment is requested cannot be verified by the CITY.

14.5.7 Claims or Liens have been filed against the CITY relating to the Project or there is reasonable evidence indicating the probable filing thereof.

14.5.8 Upon unsatisfactory obligation of the Work, including failure to clean up as required.

14.5.9 Upon CONTRACTOR's persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents.

14.5.10 Upon liquidated damages payable by the CONTRACTOR, or

14.5.11 Upon any other violation of, or failure of CONTRACTOR to comply with, the provisions of the Contract Documents.

14.6 SUBSTANTIAL COMPLETION:

14.6.1 When the CONTRACTOR considers the entire Work ready for its intended use, the CONTRACTOR shall notify the CITY and the CONSULTANT in writing that the Work is substantially complete and request that the CONSULTANT prepare a Certificate of Substantial Completion.

14.6.2 The CITY, the CONSULTANT and the CONTRACTOR shall make an inspection of the Work within fifteen (15) calendar days after notice from the CONTRACTOR that the Work is substantially complete to determine the status of completion. If the CONSULTANT does not consider the Work substantially complete, the CONSULTANT shall notify the CONTRACTOR in writing giving the reasons therefor. If the CONSULTANT considers the Work to be substantially complete, the CONSULTANT shall prepare and deliver to the CITY for its execution and recordation, the Certificate of Substantial Completion, signed by the CONSULTANT and CONTRACTOR, which shall affix the Date of Substantial Completion.

14.6.3 The CITY shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but the CITY shall allow CONTRACTOR reasonable access to complete or correct items on the "punch list", pursuant to Paragraph 14.12 of the General Conditions.

14.7 PARTIAL UTILIZATION:

14.7.1 The CITY shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or the restoration of any damaged work except such as may be caused by agent or employees of the CITY.

14.7.2 Prior to Substantial Completion, the CITY, with the approval of the CONSULTANT and with written notice to the CONTRACTOR, may use any completed or substantially completed portion of the Work. Such use shall not constitute an acceptance of such portions of the Work.

14.7.3 Use by the CITY of any finished part of the Work, which has specifically been identified in the Contract Documents, or which the CITY, CONSULTANT, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by the CITY without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all Work subject to the following:

14.7.3.1 The CITY at any time may request CONTRACTOR in writing to permit the CITY to use any such part of the Work which the CITY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR shall certify to the CITY and CONSULTANT that said part of the Work is substantially complete and request CONSULTANT to issue a Certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify the CITY and CONSULTANT in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request CONSULTANT to issue a Certificate of Substantial Completion for that part of the Work. Within fifteen (15) days after either such request, the CITY, CONTRACTOR and CONSULTANT shall make an inspection of that part of Work to determine its status of completion. If CONSULTANT does not consider that part of the Work to be substantially complete, CONSULTANT shall notify the CITY and CONTRACTOR in writing giving the reasons therefore. If CONSULTANT considers that part of the Work to be substantially complete, the provisions of Paragraphs 14.6.1 and 14.6.2 shall apply with respect to Certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.7.3.2 The CITY may at any time, request CONTRACTOR in writing to permit the CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request shall be sent to CONSULTANT and within fifteen (15) days thereafter, the CITY, CONTRACTOR and CONSULTANT shall make an inspection of that part of the Work to determine its status of completion and shall prepare a list of items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to the CITY and CONSULTANT that such part of the Work is not ready for separate operation by the CITY; CONSULTANT shall finalize the list of items to be completed or corrected and shall deliver such list to the CITY and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final judgment between the CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which shall become binding upon the CITY and CONTRACTOR at the time when the CITY takes over such operation (unless CONTRACTOR shall have otherwise agreed in writing and so informed CONSULTANT). During such operation and prior to Substantial Completion of such part of the Work, the CITY shall allow CONTRACTOR reasonable access to complete or correct items on such list and to complete other related Work.

14.8 FINAL INSPECTION:

14.8.1 Upon written notice from the CONTRACTOR that the entire Work or an agreed upon portion thereof is complete, CONSULTANT shall make a final inspection with the CITY and CONTRACTOR and shall notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete, *defective*, or not in accordance with the Contract Documents. CONTRACTOR shall immediately take such measures as necessary to remedy such deficiencies.

14.9 FINAL APPLICATION FOR PAYMENT:

14.9.1 After CONTRACTOR has completed in writing all such corrections to the satisfaction of CONSULTANT and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in Paragraph 14.6, Substantial Completion) and other documents- all as required by the Contract Documents, and after CONSULTANT has indicated in writing that the Work is acceptable and has been completed in conformance with the drawings and specifications and any approved changes thereto, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to CITY) of all Liens arising out of or filed in connection with the Work.

14.10 FINAL PAYMENT AND ACCEPTANCE:

14.10.1 Upon receipt of written notice from the CONTRACTOR that the Work has been completed in conformity with the Drawings and Specifications and any approved changes thereto, and receipt of the Final Application for Payment with the Warranty of Title and accompanying documentation; the CITY's CONSULTANT shall promptly examine the Work and making such tests as he/she may deem proper, and using all of the care and judgment normally exercised in the examination of completed Work by a properly qualified and experienced professional Consultant, shall satisfy themselves that the CONTRACTOR's statement appears to be correct and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled. The CONSULTANT shall then inform the CITY in writing that CONSULTANT have examined the Work and that it appears, to the best of the CONSULTANT's knowledge and belief, to conform to the Contract Drawings, Specifications and any approved Change Orders that the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, and that CONSULTANT therefore recommend acceptance of the Work for ownership and Final Payment to the CONTRACTOR. However, it is agreed by the CITY and the CONTRACTOR that such statement by the CITY's CONSULTANT does not in any way relieve the CONTRACTOR from their responsibility to deliver a fully completed job in a good and workmanlike condition, and does not render the CONSULTANT or the CITY liable for any faulty Work done or defective materials or equipment used by the CONTRACTOR.

14.10.2 The CONSULTANT shall then make a final estimate of the value of all Work done and shall deduct all previous payments which have been made. The CONSULTANT shall report such estimate to the CITY together with his/her recommendation as to the acceptance of the Work or his/her findings as to any deficiencies therein. After receipt and acceptance by the CITY of the properly executed Final Warranty of Title and after approval of the CONSULTANT's estimate and recommendation to the CITY, the CITY shall make final payment to the CONTRACTOR of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, or as may be lawfully retained, including but not limited to, Liquidated Damages, as applicable. Title passes and warranty begins at final acceptance.

14.10.3 All prior estimates are subject to correction in the final estimate. Thirty (30) days after approval by the CITY of the Application for Final Payment, the amount recommended by CONSULTANT shall become due and shall be paid to the CONTRACTOR.

14.11 WAIVER OF CLAIMS:

14.11.1 The making and acceptance of Final Payment shall constitute:

14.11.1.1 Waiver of all claims by CITY against CONTRACTOR, except claims arising from unsettled Liens from *defective* Work appearing after final inspection, pursuant to Paragraph 14.8, Final Inspection, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents or the Performance and Payment Bonds; and

14.11.1.2 Waiver of all claims by CONTRACTOR against CITY other than those previously made in writing and still unsettled at the time of making an acceptance of Final Payment.

14.12 PUNCHLIST PROCEDURES:

As per Florida Statutes § 218.735(7)(a)(ii), punchlist procedures to render the Work complete, satisfactory and acceptable are established as follows:

14.12.1 Within fifteen (15) days of Substantial Completion of the construction services purchased as defined in the Contract, CONTRACTOR shall schedule a Substantial Completion Walkthrough with CITY and CONSULTANT. The purpose of the Substantial Completion Walkthrough is to develop a preliminary punchlist ("Punchlist") of items to be performed by the CONTRACTOR, based upon observations made jointly between the CONTRACTOR, CONSULTANT and CITY during the Substantial Completion Walkthrough. Completion of the Work as defined by the Contract, again predicated upon the CONTRACTOR's timely initiation of a request for the Substantial Completion Walkthrough. At its option, CITY may conduct Substantial Completion Walkthrough with its Field Inspector and CONSULTANT.

14.12.2 CONTRACTOR shall endeavor to address and complete as many items as possible noted on the Punchlist either during the Substantial Completion Walkthrough itself, or thereafter for a period of thirty (30) days from the date of the Substantial Completion Walkthrough.

14.12.3 No later than thirty (30) days following the scheduled Substantial Completion Walkthrough, CONTRACTOR shall again initiate and request a second walkthrough of the Project with CITY. The purpose of this second walkthrough is to identify which items remain to be performed from the Substantial Completion Walkthrough Checklist and to supplement that list as necessary (based, for example, upon work which may have been damaged as a result of the CONTRACTOR's performance of completion of items contained on the Substantial Completion Walkthrough Punchlist) and for the purpose of developing a joint Final Punchlist.

14.12.4 The intent of this section is for the CITY and the CONTRACTOR to cooperate to develop a Final Punchlist to be completed no later than thirty (30) days from the date of reaching Substantial Completion of the construction services or as defined in the Contract Documents.

14.12.5 In no event may the CONTRACTOR request payment of final retainage under Florida Statutes § 218.735(7)(d) until the CONTRACTOR considers the Final Punchlist to be 100% complete.

14.12.6 CONTRACTOR agrees to complete the Final Punchlist items within thirty (30) days of the date of its issuance by CITY.

14.12.7 CONTRACTOR acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as the Final Punchlist is 100% complete.

14.12.8 CONTRACTOR acknowledges and agrees that CITY may, at its option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the CONTRACTOR to address. The intent of any such CITY generated lists prior to Substantial Completion is to attempt to streamline the Punchlist process upon achieving Substantial Completion, and to allow for the CONTRACTOR to address needed areas of corrective work as they may be observed by CITY during performance of the Work.

14.12.9 CONTRACTOR acknowledges and agrees that in calculating 150% of the amount which may be withheld by CITY as to any Final Punchlist item for which a good faith basis exists as to it being complete, as provided for by Florida Statutes § 218.735(7)(d), CITY may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. Such percentage shall in no event relate to the Schedule of Value associated with such work activity, but rather total costs are based upon the value (i.e. cost) of completing such work activity based upon market conditions at the time of Final Punchlist completion.

14.13 RETAINAGE PROCEDURES:

14.13.1 Pursuant to Florida Statutes § 218.735(8)(a). The CITY may withhold retainage of five (5%) percent of all monies earned by the CONTRACTOR and shall be retained by the CITY until Final Completion of the construction services purchased (defined as that point at which 100% of the constriction of the work as defined in the Contract Schedule of Values has been performed under the contract by the CONTRACTOR) has been reached and acceptance by the CITY as defined in Florida Statutes § 218.735(7)(d).

14.13.2 This section does not prohibit the CITY from withholding retainage at a rate less than five (5%) percent of each progress payment, from incrementally reducing the rate of retainage pursuant to a schedule provided for in the Contract, or from releasing at any point all or a portion of any retainage withheld by the CITY which is attributable to the labor, services, or materials supplied by the CONTRACTOR or by one or more subcontractors or suppliers. If the CITY makes any payment of retainage to the CONTRACTOR which is attributable to the labor, services, or materials supplies by one or more subcontractors or suppliers, the CONTRACTOR shall timely remit payment of such retainage to those subcontractors and suppliers.

14.13.3 This section does not require the CITY to pay or release any amounts that are subject of a good faith dispute, the subject of a claim brought pursuant to Florida Statutes § 255.05 or otherwise the subject of a claim or demand by the CITY or CONTRACTOR.

14.13.4 The time limitations set forth in this section for payment requests, apply to any payment request for retainage made pursuant to this section.

14.13.5 Paragraph 14.13.2 do not apply to construction services purchased by the CITY which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act.

14.13.6 This subsection does not apply to any construction services purchased by the CITY if the total cost of the construction services as identified in the contract is $200,000 or less.

14.13.7 All payments dues under this section and not made within the time periods specified by this section shall bear interest at the rate of one (1%) percent per month, or the rate specified by contract, whichever is greater.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION:

15.1 CITY MAY SUSPEND/STOP WORK:

15.1.1 THE CITY MAY SUSPEND WORK: The CITY may, at any time and without cause, suspend the Work or any portion thereof for period of not more than ninety (90) days by notice in writing to CONTRACTOR and CONSULTANT which shall affix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so affixed. If CONTRACTOR claims an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, CONTRACTOR may make a claim as provided in Articles 11 (Change of Contract Price) and Article 12 (Change of Contract Time) of the General Conditions.

15.1.2 THE CITY MAY STOP WORK: The CITY or CITY's Representative may stop the Work or any portion thereof when it has been determined that the CONTRACTOR is not complying with the Drawings or Specifications or the intent thereof. The Stop Work order may be verbal and the CONTRACTOR shall cease work immediately except for leaving the Work area in a safe and acceptable condition. A verbal Stop Work order shall be followed by a confirmation in writing. The CONTRACTOR shall not be allowed an increase in the Contract Price or an extension of the Contract Time during the Stop Work period. A Start Work order may be verbal and shall be followed by a confirmation in writing.

15.2 CITY MAY TERMINATE FOR CAUSE:

15.2.1 Upon the occurrence of any one or more of the following events:

15.2.1.1 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such timing relating to CONTRACTOR's bankruptcy or insolvency;

15.2.1.2 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code (Title 11, United States Code) as now

or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to CONTRACTOR's bankruptcy or insolvency;

15.2.1.3 If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.1.4 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors;

15.2.1.5 If CONTRACTOR admits in writing an inability to pay the debts generally as they become due;

15.2.1.6 If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including but not limited to, failure to supply sufficient skilled workers suitable materials or equipment or failure to adhere to the progress schedule established under Paragraph 2.6 as revised from time to time);

15.2.1.7 If CONTRACTOR disregards any federal, state or local laws and or regulations of any Local Public Agency regulations that apply.

15.2.1.8 If CONTRACTOR disregards the authority of CONSULTANT; or

15.2.1.9 If CONTRACTOR otherwise violates any provisions of the Contract Documents;

15.2.1.10 In the event of termination; the CITY may take possession of the premises and all materials, tools, and appliances, thereon and finish the Work by whatever method it may deem expedient. In such cases, the CONTRACTOR shall only be entitled to receive payment for Work satisfactorily completed prior to the termination date, subject to any setoffs due the CITY in completing the Project and for reimbursement for damages incurred. The CITY may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by CONTRACTOR to complete the Work. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the expense incurred by the CITY to finish the Work (including additional managerial and administrative services, plus the CITY's direct, indirect and consequential losses), exceeds the unpaid balance on the Contract, the CONTRACTOR or Surety shall pay the difference to the CITY promptly upon demand. The expense incurred through the CONTRACTOR's default, shall be certified by the CITY's Project Manager. The CONTRACTOR shall be responsible for both liquidated damages attributable to delay and for excess completion costs. The liability of the CONTRACTOR and its surety or sureties for such damages and costs is joint and several. The obligations of the CONTRACTOR and their surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the CONTRACTOR and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the Project in its entirety. These clauses shall survive the termination of this CONTRACT. If the CITY makes a determination pursuant to this Contract to hold the CONTRACTOR in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination without cause as described below. The CONTRACTOR agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Agreement in connection with such termination, any and all claims for consequential damages, loss of bonding capability, destruction of business, unabsorbed home office overhead, lost profit and related claims.

15.2.2 Where CONTRACTOR's services have been terminated by the CITY, the termination shall not affect any rights or remedies of the CITY against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies due CONTRACTOR by the CITY shall not release CONTRACTOR from liability.

15.3 CITY MAY TERMINATE WITHOUT CAUSE:

15.3.1 The CITY may terminate this Contract without cause by giving seven (7) days prior written notice to the CONTRACTOR, and in such event, the CITY shall pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the Work completed as of the Date of Termination, plus reasonable termination expenses. The CITY also shall reimburse the CONTRACTOR for all costs necessarily incurred for organizing and carrying out the stoppage of Work paid directly to the CONTRACTOR, not including overhead, general expenses or profit. The CITY shall not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments to subcontractors or material men or for penalties or damages for canceling such contractual commitments, (with the exception that the CITY shall reimburse the CONTRACTOR for major materials or equipment purchased before termination, if the CONTRACTOR can show proof of such purchases prior to notice of termination) inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. In the event of termination by the CITY, the CITY may require the CONTRACTOR promptly to assign to it, all or some subcontracts, construction, plants, materials tools, equipment, appliances, rental agreements, and other commitments which the CITY, in its sole discretion, chooses to take by assignment, and in such event the CONTRACTOR shall promptly execute and deliver to the CITY written assignments of the same.

15.4 REMOVAL OF EQUIPMENT DUE TO TERMINATION:

15.4.1 Removal of Equipment: In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR, if notified to do so by the CITY or CITY's Project Manager, shall promptly remove any part of all of this equipment and supplies from the property of the CITY. Should the CONTRACTOR not remove such equipment and supplies, the CITY shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

15.5 CONTRACTOR MAY STOP WORK OR TERMINATE:

15.5.1 If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the CITY, or under an order of court or other public authority, or CONSULTANT fails to act on any Application of Payment within thirty (30) days after it is submitted, or the CITY fails to pay any sum finally determined to be due within sixty (60) days to CONTRACTOR, CONTRACTOR may upon CITY's and CONSULTANT's receipt of seven (7) days written notice to the CITY and CONSULTANT, terminate the Contract and the CITY shall pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the Work completed as of the Date of Termination. The CITY shall not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments for canceling such contractual commitments inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. The CITY may require the CONTRACTOR to promptly assign CITY all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and any other commitments which the CITY, in its sole discretion, chooses to take by assignment, and in such event, the CONTRACTOR shall promptly execute and deliver to the CITY written assignments of the same. In addition and in lieu of terminating the Contract, if CONSULTANT has failed to act on an Application for Payment or the CITY has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days written notice to the CITY

and CONSULTANT, stop the Work until payment of all amount becomes due. The provisions of this paragraph shall not relieve the CONTRACTOR of the obligations under Paragraph 6.24 – Continuing the Work, to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the CITY or CONSULTANT.

ARTICLE 16 -DISPUTE RESOLUTION

16.2 GOOD FAITH EFFORT:

16.2.1 Any disputes relating to interpretation of the terms of this Contract or a question or fact arising under this Contract, shall be resolved through good faith efforts upon the part of the CONTRACTOR and the CITY or CITY's Project Manager. At all times, the CONTRACTOR shall carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the CITY or its representatives, pending a final resolution of the dispute, including, if necessary, any determination by a Court of competent jurisdiction. Any dispute which is not resolved by mutual agreement of CONTRACTOR and CITY's or CITY's Project Manager shall be decided by the CITY MANAGER or CITY MANAGER's designee who shall reduce the decision to writing. The decision of the CITY MANAGER or CITY MANAGER's designee shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

16.3 MEDIATION:

16.3.1 Prior to initialing any litigation concerning this Contract, the CITY reserves the right to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for Palm Beach County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

ARTICLE 17 – MISCELLANEOUS:

17.1 GIVING NOTICE:

17.1.1 All notices, requests, consents and other communications required or permitted under this Contract shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to :

To CITY:
User Department
100 E. Ocean Avenue
Boynton Beach, Florida 33435

WITH A COPY TO:
Director of Financial Services
Procurement Services Division
100 E. Ocean Avenue
Boynton Beach, Florida 33435

CONTRACTOR:
Individual or to a member of the firm or to an officer of the
corporation for whom it is intended.

17.2 COMPUTATION OF TIME:

17.2.1 When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a federal or state legal holiday, such day shall be omitted from the computation.

17.3 NOTICE OF CLAIM:

17.3.1 Should CITY or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within seven (7) calendar days of the first observance of such injury or damage. The provisions of this Paragraph 17.3 shall not be construed as a substitute for a waiver of the provisions of any applicable statute of limitations or repose or an actual waiver of the provisions.

17.4 CULMULATIVE REMEDIES:

17.4.1 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by Sections 6 – Contractor's Responsibilities, Section 13 – Test and Inspections, Correction, Removal or Acceptance of Defective Work, Section 14 – Payments to Contractor and Completion, and Section 15 – Suspension of Work and Termination, and all of the rights and remedies available to the CITY and CONSULTANT thereunder, are in addition to and are not to be construed in any way as a limitation of, any rights and remedies available to any or all duties and obligations which are otherwise imposed or available by federal, state and local laws or regulations, by special warranty or guarantee or by any other provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents, and the provisions of this paragraph shall be as effective as if stated specifically in the Contract Documents in connection with each particular duty obligation, right and remedy. All representations warranties and guarantees made in the Contract Documents shall survive final payment and termination of completion of the Contract.

17.5 ACCIDENT AND PREVENTION:

17.5.1 The safety provisions of applicable laws and building and construction codes shall be observed and the CONTRACTOR shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable laws. The CONTRACTOR shall maintain an accurate record of all cases of death, occupational diseases, or injury requiring medical attention or causing loss of time from Work, arising out of and in the course of employment on Work under the Contract. The CONTRACTOR shall promptly furnish the local public agency with reports concerning these matters.

17.6 FLORIDA PRODUCTS AND LABOR:

17.6.1 The CONTRACTOR shall comply with Florida Statutes § 255.04, which requires that on public building contracts, Florida products and labor shall be used whenever price and quality are equal.

17.7 EMPLOYEES:

17.7.1 All labor described in these specifications or indicated on the Drawings and the Work specified or indicated shall be executed in a thoroughly substantial and workmanlike manner by mechanics skilled in the applicable trades.

17.7.2 Any person employed on the Project who fails, refuses, or neglects to obey the instructions of the CONTRACTOR in anything relating to this Project, or who appears to the CITY or CITY's Representative to be disorderly, intoxicated, insubordinate, or incompetent, shall upon the order of the CITY, be discharged at once and will no longer be employed in any part of the Work. Any interference with, or abuse or threatening conduct toward the CITY, CONSULTANT, or their inspectors by the CONTRACTOR or its employees or agents, shall be authority for the CITY to annul the Contract and re-let the Project. No intoxicating substance shall be allowed at the Project Site.

17.8 NON-DISCRIMINATION:

17.8.1 The CONTRACTOR shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination, rates of pay or other form of compensation; and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. These provisions apply to all subcontractors and CONTRACTOR is responsible for the subcontractor compliance.

17.9 DRUG-FEE WORKPLACE:

17.9.1 The CITY requires all prospective CONTRACTORS to maintain a Drug-Free Workplace and have their Drug-Free Workplace policy posted in their offices and available for inspection by the CITY.

17.10 PUBLIC ENTITY CRIMES:

17.10.1 Pursuant to Florida Statutes § 287.133, as amended; a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes § 287.017 for CATEGORY TWO or higher for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

17.11 ASSIGNMENT:

17.11.1 This Contract nor any monies due hereunder, or any part thereof; shall not be assigned or transferred by CONTRACTOR without written consent of the party sought to be bound. The CITY shall not be liable to any assignee or transferee of the Contract or any monies due hereunder without the previous written consent of the CITY, to the assignment or transfer. The CITY shall not release or discharge CONTRACTOR from any obligation hereunder. The CITY shall not approve an assignment or transfer unless the Surety on the Contract Performance and Payment Bonds has informed the CITY in writing that it consents to the assignment or transfer.

17.12 VENUE:

17.12.1 This Contract shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida with venue lying in Palm Beach County, Florida.

17.13 FUNDING OUT:

17.13.1 It is necessary that fiscal funding out provisions be included in all Bids in which the terms are for periods longer than one year. Therefore, the following funding out provisions are an integral part of this Invitation to Bid and CONTRACTOR agrees that:

17.13.2 The CITY during the contract period may terminate or discontinue the items covered in this Bid for lack of appropriated funds upon the same terms and conditions.

17.13.3 Such prior written notice shall state that the lack of appropriated funds is the reason for termination.

17.14 CITY's PURCHASING CARD:

17.14.1 The CITY has authorized use of a Purchasing Card to expedite small dollar purchases for materials, supplies and other items needed for

daily operations. CONTRACTOR may be presented these Purchasing cards by authorized CITY personnel for the above mentioned purchases.

17.14.2 The CITY reserves the right to use the Purchasing Cards as an optional payment method to pay invoices for the project Work submitted by the CONTRACTOR.

17.15 DEBARMENT:

17.15.1 The CITY shall have the authority to debar a person/corporation/contractor for cause for consideration of award of future contacts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

17.16 REQUIREMENTS FOR PERSONNEL ENTERING CITY PROPERTY:

17.16.1 Possession of firearms shall not be tolerated in or near CITY buildings. Nor shall violation of Federal, State and local laws and policies regarding Drug-Free Workplace be tolerated. Violators shall be subject to immediate termination.

17.16.2 "Firearm" means any weapon (including a starter gun or antique firearm) which is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame of receiver of any such weapon; any destructive device; or any machine gun.

17.16.3 No person who has a firearm in their vehicle may park their vehicle on CITY premises.

17.16.4 If any employee of CONTRACTOR or Sub-Contractor is found to have brought a firearm on CITY property, such employee must be terminated from the Project by the CONTRACTOR or Sub-Contractor. If the Sub-Contractor fails to terminate such employee, the Sub-Contractor's agreement with the CONTRACTOR for the CITY project shall be terminated. If the CONTRACTOR fails to terminate such employee or fails to terminate the agreement with the Sub-Contractor who fails to terminate such employee, the CONTRACTOR's agreement with the CITY shall be terminated.

17.17 PRODUCT RECALL:

17.17.1 In the event the CONTRACTOR receives notice that a product delivered by the CONTRACTOR to the CITY has been recalled, seized, or embargoed, and/or has been determined misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any state or federal regulatory agency, the CONTRACTOR shall notify the CITY's Procurement Services Division within two (2) business days of receiving such notice. The CITY's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the CONTRACTOR's duty to notify the CITY, CONSULTANT and CITY's Procurement Services Division that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the CITY shall include the name and description of the affected product; the approximate date the affected product was delivered to the CITY; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the CITY, if necessary to protect the health, welfare, and safety of CITY employees, and any health hazards known to the CONTRACTOR which may be caused or created by the affected product.

17.17.2 The CONTRACTOR shall, at the option of the CITY's Procurement Services Division, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the CITY. The CONTRACTOR shall be responsible for removal and/or replacement of the affected product within the time specified by the CITY, without causing significant inconvenience to the CITY.

17.17.3 At the option of the CITY, the CONTRACTOR may be required to reimburse storage, disposal and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The CONTRACTOR shall bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to removal and/or replace the affected product with an equivalent replacement within the time specified by the CITY, without causing significant inconvenience to the CITY shall be considered a default of the Contract.

17.18 RIGHTS TO BID DOCUMENTS:

17.18.1 All copies and contents of any proposal, attachment, and explanation thereof submitted in response to this Invitation to Bid (except copyright material), shall become the property of the CITY of Boynton Beach. The CITY reserves the right to use, at its discretion, and in any manner it deems appropriate, any concept, idea, technique or suggestion contained therein. All copyright and industrial/commercial proprietary, confidential and/or privileged information such as financial records, must be clearly identified, as such confidentiality is protected until award of contract, in accordance with Florida Statutes, Chapter 119. Such material shall be returned to the Bidders prior to award of contract so as to preserve the proprietary and confidential nature of its contents.

17.19 SEVERABILITY:

17.19.1 Indulgence by the CITY on any non-compliance by the CONTRACTOR does not constitute a waiver of any rights under this Invitation to Bid. If any term or provision of this Bid or resulting Contract, or the application thereof to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this Bid or Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Bid/Contract shall be deemed valid and enforceable to the extent permitted by law.

17.20 VERIFICATION OF EMPLOYMENT STATUS:

17.20.1 The CITY shall not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized immigrant workers, constituting a violation of the employment provisions contained in U.S. C. Section I324a(e) (Section274A9e) of the Immigration and Nationality Act (INA). The CITY shall consider the employment by any contractor of unauthorized aliens a violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the CITY.

17.21 ABBREVIATIONS AND SYMBOLS:

17.21.1 Referenced Standards: Any reference to published specifications or standards of any organization or association shall comply with the requirements of the specifications or standards which is current on the date of Advertisement of Bids. In case of a conflict between the referenced specifications or standards, the one having the more stringent requirement shall govern.

17.21.2 In case of conflict between the referenced specifications or standards and the Contract Documents, the Contract Documents shall govern.

17.21.3 ABBREVIATIONS:

AA	Aluminum Association
AAA	American Arbitration Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturer's Assoc.
AASHO	The American Association of State Highway Officials
ABA	American Bar Association
ABMA	American Boiler Manufacturer's Association
ABPA	Acoustical and Board Products Association
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies
AFBMA	Anti-Friction Bearing Manufacturer's Assoc.
AGA	American Gas Association
AGC	Associated General Contractors of America
AGMA	American Gear Manufacturer's Association
AHA	American Hardboard Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AIA	American Insurance Association
AIEE	American Institute of Electrical Engineers (Now IEEE)
AIMA	Acoustical and Insulating Materials Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Condition Association
ANSI	American National Standard Institute
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ARI	American Refrigeration Institution
ASA	American Standards Association (Now ANSI)
ASAHC	American Society of Architectural Hardware Consultants
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASSCBC	American Standard Safety Code for Building Construction
ASSHTO	American Association of State Highway Transportation Officials
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWI	Architectural Woodwork Institute
AWPA	American Wood Preserver's Association
AWPB	American Wood Preserver's Bureau
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturer's Association
BIA	Brick Institute of America (Formerly, SCPI)
CDA	Copper Development Association
CFS	Cubic Feet Per Second
CMAA	Crane Manufacturers Association of America
CRSI	Concrete Reinforcement Steel Institute
CS	Commercial Standard
DHI	Door and Hardware Institute
DIPRA	Ductile Iron Pipe Association
DOT Spec	Standard Specification for Road and Bridge Construction, Florida Department of Transportation
E/A	Engineer and/or Architect
EDA	Economic Development Association
EEI	Edison Electric Institute
EPA	Environmental Protection Agency
FCI	Fluid Control Institute
FEC	Florida East-Coast Railway
FDER	Florida Department of Environmental Regulation
FDOT	Florida Department of Transportation
Fed Spec	Federal Specification

FPL	Florida Power and Light
FPS	Feet Per Second
FS	Federal Standards
GA	Gypsum Association
GPM	Gallons Per Minute
HMI	Hoist Manufacturer's Institute
HP	Horsepower
HSBII	Hartford Steam Boiler Inspection and Insurance Co.
ID	Inside Diameter
IEEE	Institute of Electrical and Electronic Engineers
IFI	Industrial Fasteners Institute
IPCEA	Insulated Power Cable Engineers Association
IPS	Iron Pipe Size
LWDD	Lake Worth Drainage District
MF	Factory Mutual System
MGD	Million Gallons Per Day
MHI	Materials Handling Institute
MIL	Military Specifications
MMA	Monorail Manufacturer's Association
NBFU	National Board of Fire Underwriters
NBHA	National Builders' Hardware Association
NBS	National Bureau of Standards
NCSA	National Crushed Stone Association
NCSPA	National Corrugated Steel Pipe Association
NEC	National Electrical Code
NECA	National Electrical Contractors' Association
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NLA	National Lime Association
NPC	National Plumbing Code
NPT	National Pipe Threads
NSC	National Safety Council
NSF	National Sanitation Foundation
OD	Outside Diameter
OSHA	U.S. Department of Labor, Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Pre-stressed Concrete Institute
PS	United States Products Standards
PSI	Pounds per Square Inch
PSIA	Pounds per Square Inch Atmosphere
PSIG	Pounds per Square Inch Gauge
SAE	Society of Automotive Engineers
SDI	Steel Decks Institute
SFWMD	South Florida Water Management District
SIGMA	Sealed Insulating Glass Manufacturer's Association
SJI	Steel Joists Institute
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association
SSI	Scaffolding and Shoring Institute
SSPC	Steel Structures Painting Council
SSPC	Structural Steel Painting Council
STA	Station (100 feet)
TAS	Technical Aid Series
TCA	The Council America
TDH	Total Dynamic Head
TH	Total Head
UBC	Uniform Building Code
UL	Underwriter's Laboratories, Inc.
USACE	United States Army Corps of Engineers
USASI	United States of American Standards Institute

17.21.4 GENERAL ABBREVIATIONS AND ACRONYMS

ACR	Attenuation-to-Crosstalk Ration
ADA	Americans with Disabilities Act
AFF	Above finished floor
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials (ASTM International)
AWG	American Wire Gauge
BD	Building distributor (replacing main-cross connect and MDF as "building service" (room identifiers)
BICSI®	Building Industry Consulting Service International, Inc.
BTU	British Thermal Unit
CATV	Community Antenna Television (Cable Television)
CD	Campus distributor (replacing main-cross connect and MDF as "campus-wide service" room identifiers). Also, compact disk for storage of audio or video information.

dB	Decibel
EMT	Electrical metallic tubing
ENT	Electrical non-metallic tubing
EDPM	Ethylene-polypropylene-diene membrane
EF	Entrance facility
EIA	Electronic Industries Alliance
ELFEXT	Equal Level Far End Crosswalk
EMC	Electromagnetic Compatibility
EMI	Electromagnetic Inference
ER	Equipment Room, Replacing "TR"
FMC	Flexible metallic conduit
FCC	Federal Communications Commission
FD	Floor Distributor (replacing network room, intermediate and horizontal cross-connect, and telecommunications as "building service" room identifiers). Also, Floor Drain as part of building plumbing system.
FDDI	Fiber Distribution Data Interface
FEXT	Far-End Crosstalk
FOTP	Fiber Optic Test Procedure
Freq	Frequency
GE	Ground equalizer (replacing TBBIBC)
Gnd	Ground
HB	Handbox, also hose bibb for water supply part of plumbing system
HC	Horizontal Cross-Connect (replaced by floor distributor "FD")
HH	Handhole
HVAC	Heating, Ventilation, and Air-Conditioning
Hz	Hertz
IC	Intermediate Cross-Connect (replaced by "BD" or "FD"
IEEE	Institute of Electrical and Electronics Engineers
IMC	Intermediate metal conduit
ISO	International Organization for Standardization
ISP	Inside Cable Plant
LFMC	Liquidtight flexible metal conduit
LFNC	Liquidtight flexible non-metallic conduit
Mbps	Megabits per second
MC	Main Cross-Connect (replaced by campus distributor "CD")
MDF	Main Distributor Frame (replaced by "CD" or "BD")
MER	Main Equipment Room
MH	Maintenance Hole
MHz	Megahertz
NBR	Acrylonitrile-butadiene rubber
NEC	National Electric Safety Code, C2-1997
NFPA	National Fire Protection Association
NDPES	National Pollutant Discharge Elimination Systems
NR	Network Room
OSHA	Occupational Safety and Health Administration
OCP	Outside Cable Plant
OTDR	Optical Time Domain Reflectometer
PR	Pair
RCDD®	Registered Communications Distribution Designer
RFI	Radio Frequency Interference
RH	Relative Humidity
RNC	Rigid nonmetallic conduit
SM	Single Mode
TBB	Telecommunication Bonding Backbone
TBBIBC	Telecommunication Bonding Backbone Interconnecting Bonding Conductor (replaced by ground equalizer "GE")
TE	Telephone Equipment (Wall Mounted Equipment Rack)
TGB	Telecommunications Grounding Buss Bar
TIA	Telecommunications Industry Association
TMGB	Telecommunications Main Grounding Buss Bar
TR	Telecommunications Room (being replaced with "ER")
UL	Underwriters Laboratory
UPS	Uninterruptible Power Supply
WAO	Work Area Outlet

17.21.5 UNITS OF MEASURE

Weights and Measures shall be identified by Weights and Measures Division, NIST., U.S. Department of Commerce, 100 Bureau Drive, Stop 2600, Gaithersburg, MD 20899-26.

END OF SECTION

WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION

BID No.: UTL25-002

SPECIFICATIONS & TECHNICAL REQUIREMENTS: DIVISION 1

SC01000	General Requirements
SC01010	Summary of Project
SC01025	Measurement and Payment Procedures
SC01027	Applications for Payments
SC01041	Project Coordinator
SC01065	Permits and Fees
SC01070	Abbreviations and Symbols
SC01091	Reference Specifications
SC01153	Change Order Procedures
SC01200	Project Meetings
SC01310	Progress Schedules
SC01340	Shop Drawings, Working Drawings, and Samples
SC01370	Schedule of Values
SC01380	Construction Photographs
SC01400	Quality Requirements
SC01500	Construction Facilities and Temporary Controls
SC01505	Mobilization
SC01525	Construction Aids
SC01540	Security and Safety Procedures for Infrastructure Projects
SC01600	Material and Equipment
SC01630	Substitutions and Product Options
SC01650	Start-Up
SC01700	Contract Closeout
SC01705	Record Drawing Requirements
SC01710	Cleaning
SC01720	Project Record Documents
SC01730	Operating and Maintenance Data
SC01740	Warranties and Bonds
SC01800	Miscellaneous Work and Clean-Up

END OF SECTION

SECTION 01000 - GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: The work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all work included in this Contract. The summary of the Work is presented in Section SC01010: Summary of Project.

B. Work Included:

1. The Contractor shall furnish all labor, superintendence, materials, plant power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the work. The Contractor shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Consultant, and in strict accordance with the Contract Documents. The Contractor shall clean up the work and maintain it during and after construction, until accepted, and shall do all work and pay all costs incidental thereto. The CONTRACTOR shall repair or restore all structures and property that may be damaged or disturbed during performance of the work.

2. The cost of incidental work described in these Contract Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made aforementioned incidental work.

3. The Contractor shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the Consultant, to perform in a satisfactory and acceptable manner all the work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of its workmanship, materials, and equipment.

1.02 CONTRACT DOCUMENTS

A. The Technical Specifications consist of three (3) parts: General, Products and Execution. The General part of a Specification contains General Requirements which govern the work. Products and Execution Parts modify and supplement the General Requirements by detailed requirements for the work and shall always govern whenever there appears to be a conflict.

B. Intent:

1. Work not specified in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the Contractor as though it were specifically delineated or described.

2. The silence of the Specifications as to any detail, or the omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, the interpretation of these Specifications shall be made upon that basis.

1.03 MATERIALS AND EQUIPMENT

A. Manufacturer:

1. All transactions with the manufacturers or subcontractors shall be through the Contractor.

2. Any two (2) or more pieces of material or equipment of the same kind, type or classification, and being used for identical types of service, shall be made by the same manufacturer.

B. Delivery:

1. The Contractor shall deliver materials in ample quantities to insure the most speedy and uninterrupted progress of the work so as to complete the work within the allotted time.

2. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related Contractor.

1.04 INSPECTION AND TESTING

A. General:

1. For tests specified to be made by the Contractor, the testing personnel shall make the necessary inspections and tests and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Five (5) copies of the reports shall be submitted and authoritative certification thereof must be furnished to the Consultant as a prerequisite for the acceptance of any material or equipment.

2. If, in the making of any test of any material or equipment, it is ascertained by the Consultant that the material or equipment does not comply with the Contract Documents, the Contractor will be notified thereof and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the work and replace it with acceptable

material, without cost to the CITY.

3. Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with the recognized federal, state and local law test codes and manufacturer recommendation.

B. Costs:

1. All inspection and testing of materials furnished under this Contract will be provided by the Contractor, unless otherwise expressly specified.

2. Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the CITY for compliance. The Contractor shall reimburse the CITY for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

C. Certificate of Manufacture:

1. Contractor shall furnish Consultant authoritative evidence in the form of Certificate of Manufacture that the materials to be used in the work have been manufactured and tested in conformity with the Contract Documents upon Project completion.

2. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

D. Start up Tests

1. As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments and shall make start-up tests of equipment.

2. If the start-up tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the Contractor shall, prior to demonstration tests, make all changes, adjustments and replacements required. The furnishing Contractor shall assist in the start-up tests as applicable.

1.05 CARE AND PROTECTION OF PROPERTY

The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the contractor, at his expense, to a condition similar or equal to that existing before the damage was done, or he shall make good the damage in other manner acceptable to the Consultant.

1.06 MEASUREMENT AND PAYMENT

Payments will be made on completion of each phase of the Work and acceptance by the CITY shall be made pursuant to this Contract.

1.07 WORKING HOURS:

1. Working on this Contract shall be conducted during normal working hours (7:00 AM to 5:00 PM) on weekdays. Unless otherwise authorized in writing by the Project Manager, no work shall be performed on weekends, on City observed holidays or between 5:00 PM and 7:00 AM on weekdays.

2. Construction observation and/or inspection services needed beyond normal working hours as defined above, shall be paid for by the Contractor at an hourly rate of $100.00 for each inspector providing such services.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01010 - SUMMARY OF PROJECT

PART 1 – GENERAL
(Also refer to Division 1 – Summary (011000)

1.01 WORK COVERED BY CONTRACT DOCUMENTS/REQUIREMENTS INCLUDED

A. The work under this project consists of: The project consists of the interior renovation/ improvements to the existing Water Quality Lab and other areas of the building, including structural, mechanical, electrical, and plumbing work as indicated in the drawings.

B. Omission of a specific item or component of a system obviously necessary for the proper functioning of the equipment or system shall not relieve the Contractor of the responsibility of furnishing the item as part of the work at no additional expense to the Owner.

C. Except as specifically noted elsewhere, Contractor(s) shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, water, heat, utilities, and temporary facilities necessary for the proper execution and completion of work.

1.02 RELATED REQUIREMENTS

A. Section SC01025: Measurement and Payment

B. Construction Facilities and Temporary Controls: Section SC01500

C. Restoration of Surface Improvements: Section SC02960

1.03 CONTRACTS

A. Construct the Work in accordance with Section SC01025: Measurement and Payment Procedures.

1.04 CONTRACTOR'S USE OF SITE/PREMISES

A. Contractor shall limit their use of the premises for Work and storage, to the areas designated.

B. Coordinate use of premise under direction of CITY and/or Consultant.

C. Assume full responsibility for the protection and safekeeping of Products under this Contract, stored on the site.

D. Move any stored Products, under Contractor's control, which interfere with operations of the CITY, other contractors or the general public.

1.05 SAFETY AND OSHA COMPLIANCE

A. The Contractor shall comply in all respects with all Federal, State and Local safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington, DC 20210 or their regional offices.

B. The Contractor shall comply in all respects with the applicable Workman's Compensation Laws.

PART 2 – PRODUCTS

2.1 All materials are to be ***MADE IN THE UNITED STATES OF AMERICA***. Allowable exceptions are ductile iron fittings supplied by American Cast Iron Pipe Company from Brazil, Sigma Corporation from China, and Star-Pipe Products from the United States and China, and Tyler Union from the United States and China; and Electronic Marking System (EMS) full-range makers by 3M from Mexico.

2.2 SALVAGED MATERIALS

In the absence of special provisions to the Contract, salvaged materials, equipment or supplies that occur are the property of the CITY and shall be cleaned, stored and delivered to the CITY as directed by the CITY's Project Manager.

2.3 CERTIFIED CHEMICALS

The Contractor shall use U.S. Department of Agriculture certified chemicals only during performance of all work under this contract. All chemicals used during project construction or furnished for project whether herbicide, pesticide, disinfectant, polymer, reactant or other classification, must show approval of either EPA or USDA and be accompanied by an MSDS. Use of all such chemicals and disposal of residue shall be in strict conformance with manufacturer's instructions.

PART 3 – EXECUTION

3.1 CONTRACTOR SUPERVISION

A. As required by the Contract Documents, the Contractor's Project Representative (Superintendent) shall be on site at all times and actively engaged in controlling and coordinating all on site project activities including direction and oversight of self-performed and subcontractor work activities.

B. The Superintendent/Contractor's Project Representative shall have the full authority to receive instructions to execute the orders or directions of the CITY and Consultant.

3.2 GENERAL

A. The Contractor shall, prior to entering any section, prepare Pre-Construction video and digital photographs, in accordance with Section 01390 VIDEO SITE SURVEY, of each applicable property/ area and Right-of-Way (ROW) areas to determine existing site

conditions. Together the video and photographs will provide the basis for the condition of restoration required in Section 02960 RESTORATION OF SURFACE IMPROVEMENTS.

D. The Contractor shall not start major construction activities, just prior to extended holiday periods such as the typical week taken off at the end of each year.

END OF SECTION

SECTION 01025 - MEASUREMENT AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 GENERAL

A. The Contractor shall receive and accept the compensation provided in the Bid and the Contract as full payment for furnishing all materials, labor, tools and equipment, for performing all operations necessary to complete the work under the Contract, and also in full payment for all loss or damages arising from the nature of the work, or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the CITY.

B. The prices stated in the Bid include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the Drawings and specified herein.

C. The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the cost for any item of work has not been established by the Bid Form or Payment Items, he shall include the cost for that work in some other applicable bid item, so that his proposal for the project does reflect his total price for completing the work in its entirety.

1.04 RELATED SECTIONS:

A. Applications for Payments: Section SC01027

B. Shop Drawings, Working Drawings, and Samples – Section SC01340

C. Schedule of Values: Section SC01370

D. Change Order Procedures: Section SC01153

E. Quality Requirements: Section SC01400

F. Record Drawing Requirements – Section SC01705

1.05 ALLOWANCES

A. Section includes administrative and procedural requirements governing allowances.

B. Section includes administrative and procedural requirements governing allowances.

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

C. Types of allowances include the following:

1. Lump-sum allowances.

D. LUMP-SUM ALLOWANCES

1. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight and delivery to Project site.

2. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials

ordered by Owner and selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

3. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.

   - If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

4. Allowances where drawings/ documents defining scope of work are not issued as part of the bid documents, once drawings/ documents are issued, the Contractor shall provide 3 separate bids per discipline for Owner's review and selection prior to commencing with work and use of allowance. Contractor to provide any additional back-up documentation requested by the Owner for substantiation of costs.

E. ADJUSTMENT OF ALLOWANCES

1. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

   - Include installation costs in purchase amount only where indicated as part of the allowance.

   - If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed

   - Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.

   - Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

F. SCHEDULE OF ALLOWANCES

1. Allowance No. 1: Lump Sum Allowance: Include a Lump Sum Allowance of $50,000.00 for permit fees reimbursement. Re-inspection or re-review fees are not covered under this allowance. Re-inspection / re-review fees shall be the responsibility of the contractor

1.06 SCHEDULE OF VALUES

A. Submit Schedule of Values at the Pre-Construction Meeting.

B. The Schedule of Values shall be a computer generated original. When the Contractor's proposed Schedule of Values is accepted by the CITY, it shall become the basis for the Application for Payment.

C. Contractor shall only revise the accepted Schedule of Values to identify, as separate line items approved on a Field Order or Change Order. The CITY may issue a Field Order substituting or modifying Schedule of Value items.

1.07 APPLICATIONS FOR PAYMENT

A. Refer to Section SC01027 – APPLICATIONS FOR PAYMENT

B. Submit one (1) original Application for Payment (AFP) for review, authorization and processing.

G. Content and Format: Utilize Schedule of Values for listing items in Application for Payment outlining the following:

1. Provide a column for each of the following:

a. Item Number

b. Item Description

c. Quantity

d. Unit of measurement

e. Scheduled Value

f. Change Orders

g. Work Completed:
1. Previous Period (Quantity and Value)
2. This Period (Quantity and Value)

h. To Date (Quantity and Value)

i. Percentage of Completion

j. Balance to Finish

k. Retainage

NOTE: There is no column for "Materials Stored", the CITY does not pay for items ordered and/or stored on site. As defined later in this Section, payment for pay items are paid for once the item is installed, measured in place, completed and accepted.

H. Include one (1) set of progress photographs with each Application for Payment. Refer to the Contract Documents, specifically Section SC01380 CONSTRUCTION PHOTOGRAPHS for specific details and requirements.

I. Application for Final Payment must be marked FINAL. Contractor must include in the FINAL AFP package, proof of completion of all project close out requirements.

1.08 MEASUREMENT OF AND PAYMENT FOR WORK

A. **Monthly Payments to the Contractor.** The Contractor shall plan its work for construction on the basis of twelve (12) monthly pay periods per year. So long as the work is prosecuted in compliance with the provisions of the Contract, the Contractor will, on or about the last day of the pay period, make an approximate estimate, in writing on a form approved by the CITY of the proportionate value of the work done, items, and locations of the work performed up to and including the last day of the period then ending. The CONSULTANT will then review such estimate and make the necessary recommendations to the Contractor for revision. The Contractor shall revise the Application for Payment and resubmit to the CONSULTANT for review and Certification. **Redlined Applications for Payment will not be accepted by the CITY.** If the Contractor and the CONSULTANT do not agree on the approximate estimate of the proportionate value of the work done for any pay period, the determination of the CONSULTANT shall be binding. The amount of such estimate after deducting ten percent (10%) and all previous payments, shall be due and payable to the Contractor in accordance with the Florida Prompt Payment Act, §218.70 Florida Statutes, as may be amended from time to time.

B. Substantiating Data: When the CONSULTANT requires substantiating information, Contractor shall submit data justifying quantities and dollar amounts in question. Contractor shall provide three (3) copies of data with cover letter for each copy of submittal showing application number and date, and line item by number and description.

1.09 MEASUREMENT AND PAYMENT - LUMP SUM PRICES

A. Measurement methods delineated in individual specification sections complement criteria of this section. In event of conflict, requirements of individual specification section govern.
1. Contractor shall be responsible for determining and verifying all quantities.

General

A. Mobilization/Demobilization, Bonds & Insurance, As-Built Record Drawings – Bid Item No. 1 - 2

1. Payment for the General Conditions shall be based on a percentage of the Lump Sum Price. This payment shall be considered as full compensation for preparatory work and operations involved in mobilizing and demobilizing the project. This includes, but is not limited to, operations necessary for the transportation of personnel, equipment, supplies, and incidentals to and from the project site. It also includes the establishment of temporary offices/field trailers, buildings, safety equipment, sanitary and other facilities, and compliance with permit conditions for permits secured by either the Owner or Contractor. This pay item will include all General Requirements not listed as separate items. The cost of bonds, required insurance, permits, and any other pre-construction expenses necessary for the start of the work, such as preparation and maintenance of as-built record drawings as specified in technical specification SC01340 SHOP DRAWINGS, WORK DRAWINGS AND SAMPLES and the requirements of this Special Conditions, will also be included in the General Conditions.

2. Indemnification - Consideration for Indemnification – Payment under this item is in accordance with the Front-End Contract Documents.

B. Selective Demolition - Bid Item No. 3 - 9

3. Demolition of existing elevator cab finishes – see plans
4. Demolition of existing partitions – see plans
5. Demolition of existing floors, wall and ceiling finishes – see plans
6. Removal of existing light fixtures – see plans
7. Removal of existing plumbing fixtures in laboratories, lunch room and second floor restroom – see plans
8. Removal of existing stair railings and finishes – see plans
9. Removal of existing equipment – see plans.

C. Concrete - Bid Item No. 10

10. Installation of concrete work – see plans

D. Structural Steel - Bid Item No. 11

11. Installation of structural steel work for roof top equipment – see plans

E. Miscellaneous Metals - Bid Item No.

12

12. Installation of new stair railings and miscellaneous metal.

F. Finish Carpentry - Bid Item No. 13

13. Installation of finish carpentry work – see plans

G. Architectural woodwork - Bid Item No. 14

14. Installation of new base cabinets, upper cabinets, counter tops, etc. – see plans

H. Thermal Insulation - Bid Item No. 15

15. Installation of wall and ceiling insulation – see plans

I. Membrane Roofing - Bid Item No. 16

16. Patch and repair existing roof due to removal and addition of roof top equipment – see plans.

J. Doors and Frames – Bid Item No. 17

17. Installation of doors, frames and hardware – see plans

K. Plaster and Drywall - Bid Item No. 18 - 19

18. F & I gypsum board, studs, furring, backboard, etc. and finish per plans.
19. Patch and repair existing partitions walls and ceilings due to renovations – see plans.

L. Acoustical panel ceilings - Bid item No. 20

20. F & I ceiling grid and tiles per plans.

M. Resilient Flooring and Carpet - Bid item No. 21

21. Installation of flooring and base finishes – see plans

N. Tile and Terrazzo - Bid Item No. 22

22. Installation of floor / wall tile finishes and base – see plans

O. Paint and Wall Covering - Bid Item No. 23 - 25

23. Installation of ceiling and wall coatings – see plans.
24. Doors/ frames and trim paint coatings - see plans
25. Repair/ repainting of existing wall partitions – see plans

P. Signage - Bid Item No. 26

26. F & I typical room signage - see plans

Q. Toilet and Bath accessories - Bid Item No. 27

27. F & I restroom accessories - see plans

R. Equipment - Bid Item No. 28

28. F & I Equipment – see plans.

S. Elevator Finishes - Bid Item No. 29

29. F & I elevator cab finishes – see plans.

T. Plumbing - Bid Item No. 30 - 34

30. F & I restroom plumbing fixtures – see plans
31. F & I laboratory plumbing

fixtures – see plans

32. F & I Emergency eyewash/ shower fixture – see plans
33. F & I drinking fountain – see plans
34. F & I acid waste and gas lines – see plans

U. HVAC - Bid item No. 35 - 36

35. F & I Diffusers, grilles, ductwork, new HVAC equipment, etc. for new system – see plans.
36. F & I new hood system – see plans

V. Electrical - Bid Item No. 37

37. Installation of electrical work – see plans.

W. Access control - Bid Item No. 38

38. Access control requirements per openings – see plans.

X. Fire Alarm System - Bid Item No. 39

39. Upgrades/ improvements to fire alarm system -see plans.

Y. Specialties - Bid Item No. 40 - 41

40. Installation of fire extinguishers/ cabinets - see plans
41. Fire caulking and patching – see plans

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

** SPECIAL NOTE:*

The CITY retains the option to utilize up to 20% of the excess material from excavation and trenching operations. If the CITY exercises this option, Contractor shall stockpile the excess material and deliver to the CITY's facility as directed by the CITY's Representative.

END OF SECTION

SECTION 01027 - APPLICATIONS FOR PAYMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Submit Applications for Payment to the CONSULTANT in accordance with schedule established by Conditions of the Contract and Agreement between CITY and Contractor.

B. Related requirements described elsewhere:

1. Agreement:

2. Application for Payment Form.

3. Progress Schedules: Section SC01310.

4. Schedule of Values: Section SC01370

5. Construction Photographs: Section SC01380.

6. Contract Closeout: Section SC01700.

7. Project Record Documents: Section SC01720.

1.02 FORMAT REQUIRED

A. Submit applications typed on form acceptable to CITY, Documents (Application for Payment Form), with itemized data typed on 8-1/2 inch x 11 inch or 8-1/2 inch x 14-inch white paper continuation sheets.

1.03 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

A. Application Form:

1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.

2. Fill in percent complete for each activity and dollar value to agree with respective percents.

3. Execute certification with signature of a responsible officer of Contract firm.

B. Continuation Sheets:

1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.

2. Fill in dollar value in each column for each scheduled line item when work has been performed. Round off values to nearest dollar, or as specified for Schedule of Values.

3. List each Change Order executed prior to date of submission, at the end of the continuation sheets. List by Change Order Number, and description, as for an original component item of work.

4. As provided for in the "Application for Payment" form, the Contractor shall certify, for each current pay request, that all previous progress payments received from the CITY, under this Contract, have been applied by the Contractor to discharge in full all obligations of the Contractor in connection with Work covered by prior Applications for Payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest and encum¬brances. Contractor shall attach to each Application for Payment like affidavits by all subcontractors.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

A. Contractor shall submit suitable information, with a cover letter identifying:

1. Project.
2. Application number and date.
3. Detailed list of enclosures.

B. Submit one (1) copy of data and cover letter for each copy of application.

C. The Contractor is to maintain an updated set of drawings to be used as record drawings in accordance with Section SC01720: Project Record Documents. As a prerequisite for monthly progress payments, the Contractor is to submit the updated record drawings for review by the CITY and the CONSULTANT.

D. Each monthly application for payment shall incorporate the corresponding "monthly progress status report" prepared per the requirements of Section SC01310: Progress Schedules.

E. Contractor shall submit a duly executed

letter from surety consenting to payment due and progress to date.

F. Provide construction photographs in accordance with Section SC01380: Construction Photographs.

1.05 PROGRESS PAYMENT PROCEDURES

A. The Contractor will prepare and submit one (1) original monthly invoice for work completed during the one-month period. Application for Payment shall be submitted in the format of the sample form provided by the CITY. All information must be completed for the pay application to be accepted. CITY's purchase order number for the project must be placed on each application. The Application for Payment must be submitted at least three (3) days in advance in an electronic format for review by the CITY and CONSULTANT for approval. Redlined Applications for Payment will not be accepted by the CITY.

B. If the Application for Payment and support data are not approved, the Contractor is required to submit new, revised or missing information according to the CONSULTANT's instructions. Otherwise, the Contractor shall prepare and submit to the CITY or CONSULTANT an invoice in accordance with the estimate as approved. CITY will pay Contractor, in accordance with Florida Prompt Payment Act, §218.70, Florida Statutes, as may be amended from time to time.

C. Each Application For Payment shall be accompanied by an updated project schedule (three-week ahead schedule) along with the Construction/Progress photographs and Project Record Drawings in accordance with Section SC01720: PROJECT RECORD DOCUMENTS and SC01380: CONSTRUCTION PHOTOGRAPHS or as directed by the CITY. Any Application For Payment that is received without these items will be returned to the Contractor without review.

D. The Contractor shall prepare a schedule of values by phases of work to show a breakdown of the Contract Sum corresponding to the payment request breakdown and progress schedule line items. The schedule of values must also show dollar value for each unit of work scheduled. Approved Change Order items shall be added as separate line items.

E. Prior to initial payment request, the Contractor shall submit the following documents to the CITY and Consultant for their review and approval:

1. List of principle subcontractors and suppliers.

2. Schedule of values.

3. Shop drawing log.

4. Project schedule.

1.06 PREPARATION OF APPLICATION FOR FINAL PAYMENT

A. Fill in Application form as specified for progress payments. Provide information as required by the General Conditions and Section SC01700: Contract Closeout.

B. Furnish evidence of completed operations insurance in accordance with the General Conditions.

C. Provide Final Release of Lien and other closeout submittals as required by the General Conditions.

1.07 SUBMITTAL PROCEDURES

A. Submit Applications for Payment to the CITY at the time stipulated in the Agreement. Review the percents complete with the CONSULTANT and resolve any conflicts or discrepancies.

B. Number of copies for each Final Application for Payment:

1. CITY: One (1) copy.

2. CONSULTANT: One (1) copy

C. When the CONSULTANT finds Application properly completed and correct, it will transmit the certificate for payment to the CITY, with copy for the Contractor.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 Upon receipt by CONSULTANT and CITY of Contractor's written Notice of Final Completion of its work under this Contract, CONSULTANT and CITY shall verify all work has been completed on the project. When all work has been verified as complete, and the Contractor submits the items listed below, the Contractor may submit a final Application for Payment:

A. Complete work listed as incomplete at the time of Substantial Completion and

obtain CONSULTANT certification of completed Work.

B. Provide copy of records indicating notification to all subcontractors and material suppliers of Contractor's Performance and Payment Bonds.

C. Transfer operational, access, security and similar provisions to CITY; remove temporary facilities, tools and similar items.

END OF SECTION

SECTION 01041 - PROJECT COORDINATION

PART I – GENERAL

1.01 REQUIREMENTS INCLUDED

A. The Contractor shall:

1. Coordinate work of its employees and subcontractors.

2. Expedite its work to assure compliance with schedules.

3. Coordinate its work with that of work by CITY.

4. Comply with orders and instructions of CONSULTANT.

1.02 RELATED REQUIREMENTS

A. Section SC01010: Summary of Project.

B. Section SC01027: Applications for Payment.

C. Section SC01200: Project Meetings.

D. Section SC01310: Progress Schedules.

E. Section SC01340: Shop Drawings, Work Drawings and Samples.

F. Section SC01500: Construction Facilities and Temporary Controls.

G. Section SC01700: Contract Closeout.

1.03 CONSTRUCTION ORGANIZATION & START-UP

A. CONSULTANT shall establish on-site lines of authority and communications:

1. Schedule and conduct pre-construction meeting and progress meetings as specified in Section SC01200: PROJECT MEETINGS.

2. Establish procedure for:

a. Submittals

b. Reports and records

c. Recommendations

d. Coordination of drawings

e. Schedules

f. Resolution of conflicts

3. Interpret Contract Documents:

a. Transmit written interpretations to Contractor, and to other concerned parties.

4. Assist in Obtaining permits and approvals:

a. Verify that Contractor and subcontractors have obtained inspections for Work and for temporary facilities.

5. Control the use of Site:

a. Allocate space for Contractor's use for field offices, sheds, and work and storage areas.

6. Inspection and Testing:

a. Inspect work to assure performance in accord with requirements of Contract Documents.

b. Administer special testing and inspections of suspect Work.

c. Reject Work, which does not comply with requirements of Contract Documents.

d. Coordinate Testing Laboratory Services:

1. Verify that required laboratory personnel are present.

2. Verify that tests are made in accordance with specified standards.

3. Review test reports for compliance with specified criteria.

4. Recommend and administer any required re-testing.

1.04 CONTRACTOR'S DUTIES

A. Construction Schedules:

1. Prepare a detailed schedule of basic operations.

2. Monitor schedules as work progresses:

a. Identify potential variances between scheduled and probable completion dates for each phase.

b. Recommend to CITY adjustments in schedule to meet required completion dates.

c. Document changes in schedule; submit to CITY, CONSULTANT and to involved subcontractors.

3. Observe work of each subcontractor to monitor compliance with schedule.

a. Verify that labor and equipment are adequate for the work and the schedule.

b. Verify that product procurement schedules are adequate.

c. Verify that product deliveries are adequate to maintain schedule.

d. Report noncompliance to CONSULTANT, with recommendation for changes.

B. Process Shop Drawings, Product Data and Samples:

1. Prior to submittal to CONSULTANT, review for compliance with Contract Documents:

a. Field dimensions and clearance dimensions.

b. Relation to available space.

c. Effect of any changes on the work of any subcontractor.

A. Review Drawings prepared by Mechanical and Electrical subcontractors:

1. Prior to submittal to CONSULTANT, review for compliance with Contract Documents:

B. Prepare Coordination Drawings as required to resolve conflicts and to assure coordination of the work of, or affected by, mechanical and electrical trades, or by special equipment requirements.

1. Submit to CONSULTANT.

2. Reproduce and distribute copies to concerned parties after CONSULTANT review.

C. Maintain reports and records at job site, available to CONSULTANT and CITY.

1. Daily log of progress of work.

2. Records.

a. Contracts.

b. Purchase orders.

c. Materials and equipment records.

d. Applicable handbooks, codes and standards.

3. Maintain file of record documents.

1.05 CONTRACTOR'S CLOSE-OUT DUTIES

A. Mechanical and Electrical equipment start-up:

1. Coordinate checkout of utilities, operational systems and equipment.

2. Organize initial start-up and testing.

3. Record dates of start of operation of systems and equipment.

4. Submit to CITY written notice of beginning of warranty period for equipment put into service.

B. At completion of Work, conduct an inspection to assure that:

1. Specified cleaning has been accomplished.

2. Temporary facilities have been removed from site.

C. Substantial Completion:

1. Conduct an inspection to develop a list of Work to be completed or corrected.

2. Assist CONSULTANT in inspection.

3. Supervise correction and completion of work of subcontractors.

1.06 CONSULTANT'S CLOSE-OUT DUTIES

A. Final Completion:

1. When Contractor determines that work is finally complete, conduct an inspection to verify completion of Work.

B. Administration of Contract closeout:

1. Receive and review Contractor's final submittals.

2. Transmit to CITY with recommendations for action.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01065 - PERMITS AND FEES

PART 1 – GENERAL

A. The Contractor shall obtain all permits and licenses related to its work, including but not limited to, the necessary construction permits. Cost of permit fees shall be paid by Contractor. CITY to be invoiced at actual cost without markup.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

END OF SECTION

SECTION 01070 - ABBREVIATIONS AND SYMBOLS

PART 1 - GENERAL

1.01 STANDARDS AND ABBREVIATIONS

A. Referenced Standards: Any reference to published specifications or standards of any organization or association shall comply with the requirements of the specification or standard which is current on the date of Advertisement for Bids. In case of a conflict between the referenced specifications or standards, the one having the more stringent requirements shall govern.

B. In case of conflict between the referenced specifications or standards and the Contract Documents, the Contract Documents shall govern.

C. Abbreviations:

AA	Aluminum Association
AAA	American Arbitration Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers Assoc.
AASHO	The American Association of State Highway Officials
ABA	American Bar Association
ABMA	American Boiler Manufacturers Association
ABPA	Acoustical and Board Products Association
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies
AFBMA	Anti-Friction Bearing Manufacturers Assoc.
AGA	American Gas Association
AGC	Associated General Contractors of America
AGMA	American Gear Manufacturers Association
AHA	American Hardboard Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AIA	American Insurance Association
AIEE	American Institute of Electrical Engineers (Now IEEE)
AIMA	Acoustical and Insulating Materials Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Condition Association
ANSI	American National Standard Institute
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ARI	American Refrigeration Institute
ASA	American Standards Association (Now ANSI)
ASAHC	American Society of Architectural Hardware Consultants
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASSCBC	American Standard Safety Code for Building Construction
ASSHTO	American Association of State Highway Transportation Officials
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers Association
AWPB	American Wood Preservers Bureau
AWPI	American Wood Preserves Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Institute of America (formerly SCPI)
CDA	Copper Development

	Association
CFS	Cubic Feet Per Second
CMAA	Crane Manufacturers Association of America
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard
DHI	Door and Hardware Institute
DIPRA	Ductile Iron Pipe Association
DOT	Spec-Standard Specification for Road and Bridge Con¬struction Florida Department of Transportation, 1982
E/A	Engineer and/or Architect
EDA	Economic Development Association
EEI	Edison Electric Institute
EPA	Environmental Protection Agency
FCI	Fluid Control Institute
FDER	Florida Department of Environmental Regulation
FDOT	Florida Department of Transportation
FEC	Florida East-Coast Railway
Fed Spec	Federal Specification
FPL	Florida Power and Light
FPS	Feet Per Second
FS	Federal Standards
GA	Gypsum Association
GPM	Gallons Per Minute
HMI	Hoist Manufacturers Institute
HP	Horsepower
HSBII	Hartford Steam Boiler Inspection and Insurance Co.
ID	Inside Diameter
IEEE	Institute of Electrical and Electronic Engineers
IFI	Industrial Fasteners Institute
IPCEA	Insulated Power Cable Engineers Association
IPS	Iron Pipe Size
LWDD	Lake Worth Drainage District
MF	Factory Mutual System
MGD	Million Gallons Per Day
MHI	Materials Handling Institute
MIL	Military Specification
MMA	Monorail Manufacturers Association
NBFU	National Board of Fire Underwriters
NBHA	National Builders' Hardware Association
NBS	National Bureau of Standards
NCSA	National Crushed Stone Association
NCSPA	National Corrugated Steel Pipe Association
NEC	National Electrical Code
NECA	National Electrical Contractors' Association
NEMA	National Electrical Manufacturers' Association
NFPA	National Fire Protection Association
NLA	National Lime Association
NPC	National Plumbing Code
NPDES	National Pollutant Discharge Elimination System
NPT	National Pipe Threads
NSC	National Safety Council
NSF	National Sanitation Foundation
OD	Outside Diameter
OSHA	U.S. Department of Labor, Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PS	United States Products Standards
PSI	Pounds per Square Inch
PSIA	Pounds per Square Inch Atmosphere
PSIG	Pounds Per Square Inch Gauge
RPM	Revolutions Per Minute
SAE	Society of Automotive Engineers
SDI	Steel Decks Institute
SFWMD	South Florida Water Management District
SIGMA	Sealed Insulating Glass Manufacturer's Association
SJI	Steel Joists Institute
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SSI	Scaffolding and Shoring Institute
SSPC	Steel Structures Painting Council
SSPC	Structural Steel Painting Council
STA	Station (100 feet)
TAS	Technical Aid Series
TCA	Tile Council America
TDH	Total Dynamic Head
TH	Total Head
UBC	Uniform Building Code
UL	Underwriter's Laboratories, Inc.
USACE	United States Army Corps of Engineers

USASI	United States of American Standards Institute

C. Additional abbreviations and symbols are shown on the Drawings.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01091 - REFERENCE SPECIFICATIONS

PART 1 - GENERAL

1.01 GENERAL

A. Applicable Publications. Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest speci¬fications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Work is advertised for bids, shall apply; except to the extent that such standards or requirements may be in conflict with applicable federal, state and local laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of or omission from such standards or requirements.

B. Assignment of Specialists. In certain instances, the Specifications require (or imply) that specific Work is to be assigned to specialist or expert entities who must be engaged for the performance of the Work. Such assignments shall be recognized as special requirements over which the Contractor has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the Work. These requirements are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of Work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the Contractor.

1.02 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. Without limiting the generality of other requirements of the Specifications, all Work specified herein shall conform to, or exceed, the requirements of such documents and are not in conflict with the requirements of these Specifications or applicable codes.

B. References herein to "Building Code" shall mean the Florida Building Code, or the approved building code which replaces it. The latest edition of the code as adopted by the CITY as of the date of award as adopted by the Local Public Agency having jurisdiction shall apply to the Work herein, including all addenda, modifications, amendments, or other lawful changes thereto.

C. In case of conflict between codes, reference standards, drawings, and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the CONSULTANT for clarification and directions prior to ordering or providing any materials or labor. The Contractor shall bid the most stringent requirements.

D. Applicable Standard Specifications. The Contractor shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and Specifications listed.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01153 - CHANGE ORDER PROCEDURES

PART 1 – GENERAL

1.01 SCOPE:

A. The CITY, without invalidating the Contract, may make adjustments to bid item quantities by adding to or deducting from the quantities on the Schedule of Bid Items, as the Work progresses. These adjustments shall be in accordance with the unit or line item price set forth on the Schedule of Bid Items and are tracked as Work progresses, and approved on the monthly Application for Payment form.

1.02 REQUIREMENTS INCLUDED

A. Promptly implement Change Order procedures.

1. Provide full written data required to evaluate change.

2. Maintain detailed records of work done on a time and material/force account basis.

3. Provide full documentation to CONSULTANT on request.

B. Designate in writing the member of Contractor's organization.

1. Who is authorized to accept changes in the Work.

2. Who is responsible for informing others in the Contractor's employ the authorization of changes in the Work.

C. CITY will designate in writing the person who is authorized to execute Change Orders.

1.03 RELATED REQUIREMENTS

A. Bid Form.

B. Agreement.

C. General Conditions.

D. Supplementary Conditions.

E. Section SC01027: Applications for Payments.

F. Section SC01310: Progress Schedules.

G. Section SC01370: Schedule of Values.

H. Section SC01630: Substitutions and Product Options.

I. Section SC01700: Contract Closeout.

1.04 DEFINITIONS

A. Change Order: See General Conditions.

B. Construction Change Authorization: A written order to the Contractor, signed by CITY and CONSULTANT, which amends the Contract Documents as described, and authorizes Contractor to proceed with a change that affects the Contract Sum or the Contract Time, for inclusion in a subsequent Change Order.

C. Field Order: A written order, instructions, or interpretations, signed by CONSULTANT making minor changes in the Work not involving a change in Contract Sum or Contract Time.

1.05 PRELIMINARY PROCEDURES

A. CONSULTANT may initiate changes by submitting a Proposal Request to Contractor. Request will include:

1. Detailed description of the change, products, and location of the change in the Project.

2. Supplementary or revised Drawings and Specifications.

3. The projected time span for making the change, and a specific statement as to whether overtime work is, or is not, authorized.

4. A specific period of time during which the requested price will be considered valid.

5. Such request is for information only, and is not an instruction to execute the changes, nor to stop work in progress.

B. Contractor may initiate changes by submitting a written notice to Consultant containing:

1. Description of the proposed changes.

2. Statement of the reason for making the changes.

3. Statement of the effect on the Contract Sum and the Contract Time.

4. Statement of the effect on the Work of separate contractors.

5. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.

1.06 CONSTRUCTION-CHANGE AUTHORIZATION

A. In lieu of Proposal Request, CONSULTANT may issue a construction change authorization for Contractor to proceed with a change for subsequent inclusion in a Change Order.

B. Authorization will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and will designate the method of determining any change in the Contract Sum and any change in Contract Time.

C. CITY and CONSULTANT will sign and date the Construction Change Authorization as authorization for the Contractor to proceed with the changes.

D. Contractor shall sign and date the Construction Change Authorization to indicate agreement with the terms therein.

1.07 DOCUMENTATION OF PROPOSALS AND CLAIMS

A. Support each quotation for a lump-sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow CONSULTANT to evaluate the quotation.

B. On request provide additional data to support time and cost computations:

1. Labor required.

2. Equipment required.

3. Products required.

a. Recommended sources of purchase and unit cost.

b. Quantities required.

4. Taxes, insurance, and bonds.

5. Credit for work deleted from Contract, similarly documented.

6. Overhead and profit.

7. Justification for any change in Contract Time.

C. Support each claim for additional costs, and for work done on a time-and-material/force account basis, with documentation as required for a lump-sum proposal, plus additional information:

1. Name of CITY's authorized agent who ordered the work, and the date of the order.

2. Dates and times work was performed, and by whom.

3. Time record, summary of hours worked, and hourly rates paid.

4. Receipts and invoices for:

a. Equipment used, listing dates and times of use.

b. Products used, listing of quantities.

c. Subcontractors.

D. Document requests for substitutions for products as specified in Section SC01630.

1.08 PREPARATION OF CHANGE ORDERS

A. CONSULTANT will initiate each Change Order.

B. Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.

C. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.

1.09 LUMP-SUM/FIXED PRICE CHANGE ORDER

A. Content of Change Orders will be based on, either:

1. CONSULTANT's Proposal Request and Contractor's Responsive Proposal as mutually agreed between CITY and Contractor; or

2. Contractor's Proposal for a change, as recommended by the CONSULTANT.

B. CITY and CONSULTANT will sign and date the Change Order as authorization for the Contractor to proceed with the changes.

C. Contractor shall sign and date the

Change Order to indicate agreement with the terms therein.

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1.12 CORRELATION WITH CONTRACTOR'S SUBMITTALS

A. Contractor shall periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of work, and to record the adjusted Contract Sum.

B. Contractor shall periodically revise the Construction Schedule to reflect each change in Contract Time.

1. Contractor shall revise sub-schedules to show changes for other items of work affected by the changes.

C. Upon completion of work under a Change Order, Contractor shall enter pertinent changes in Record Documents.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01200 - PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Owners Representative shall schedule and administer pre-construction meeting, monthly progress meetings, and specifically called meetings throughout the progress of the Work. The Owner's Representative shall:

a. Prepare agenda for meetings.

b. Make physical arrangements for meetings.

c. Preside at meetings.

2. Representatives of Contractor, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

3. The Contractor shall attend meetings to ascertain that work is expedited consistent with Contract Documents and construction schedules. The Owner's Representative shall record the pre-construction meeting and each progress meeting in its entirety, and shall provide the Owner's Representative with a voice recording, having good quality and clarity, and a typed transcript of the minutes of each meeting. A copy of the minutes of each progress meeting shall be available five (5) business days after the meeting.

B. Related Requirements Described Elsewhere:

1. Progress Schedules: Section SC01310.
2. Shop Drawings, Working Drawings, and Samples: Section SC01340.
3. Security and Safety Procedures for Infrastructure Projects: Section SC01540
4. Project Record Documents: Section SC01720.

1.02 PRE-CONSTRUCTION MEETING

A. The Owner's Representative shall schedule a preconstruction meeting within ten (10) days after the effective date of the contract.

B. Location: A local site, convenient for all parties, designated by the Owner's Representative.

C. Attendance:

1. CITY's representative.

2. Consultant and Consultant's professional consultants.

3. Resident project representative.

4. Contractor and its superintendent.

5. Major subcontractors.

6. Representatives of major suppliers and manufacturers as appropriate.

7. Governmental and Utilities representatives as appropriate.

8. Others as requested by the Contractor, CITY and Consultant.

D. The purpose of the pre-construction meeting is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The suggested agenda should include:

1. Distribution and discussion of:

a. List of major subcontractors and suppliers.

b. Projected schedules.

c. Schedule of Values

d. NPDES plan

2. Critical work sequencing: Relationships and coordination with other contracts and/or work.

3. Major equipment deliveries and priorities.

4. Project coordination: Designation and responsible personnel.

5. Procedures and processing of:

a. Field decisions.

b. Proposal requests.

c. Request for Information.

d. Submittals.

e. Change Orders.

f. Applications for Payment.

6. Submittal of Shop Drawings, project data and samples.

7. Adequacy of distribution of Contract Documents.

8. Procedures for maintaining Record Documents.

9. Use of premises:

   a. Office, work and storage areas.

   b. CITY's requirements.

   c. Access and traffic control.

10. Construction facilities, controls and construction aids.

11. Temporary utilities.

12. Safety and first aid procedures.

13. Check of required Bond and Insurance certifications.

14. Completion time for Contract and liquidated damages.

15. Request for extension of Contract Time.

16. Weekly job meeting for all involved.

17. Security procedures.

18. Procedures for making partial payments.

19. Guarantees on completed work.

20. Equipment to be used.

21. Staking of work.

22. Project inspection.

23. Labor requirements.

24. Laboratory testing of material requirements.

25. Provisions for material stored on site.

26. Requirements of other organizations.

27. Rights-of-way and easements.

28. Housekeeping procedures.

29. Liquidated damages.

30. Posting of signs.

31. Pay request submittal dates.

32. Equal opportunity requirements.

1.03 PROGRESS MEETINGS

A. The Owner's Representative shall schedule and conduct regular periodic meetings. The progress meetings will be held every thirty (30) days and at other times as required by the progress of the Work. The first meeting shall be held within thirty (30) days after the preconstruction meeting or thirty (30) days or less after the date of Notice to Proceed.

B. Hold called meetings as required by progress of the Work.

C. Location of the meetings: Site selected by Consultant.

D. Attendance:

   1. Consultant and its representatives as needed.

   2. Contractor.

   3. CITY's representatives.

   4. Subcontractors (active on the site).

   5. Others as appropriate to the agenda (suppliers, manufacturers, other subcontractors, etc.).

E. The Owner's Representative shall preside at the meetings and provide for keeping minutes and distribution of the minutes to the CITY, Consultant and others. The purpose of the meetings will be to review the progress of the Work. The agenda will include but not be limited to the following:

   1. Review approval of minutes of previous meeting.

   2. Review of work progress since previous meeting and work scheduled (3-week look ahead schedule).

   3. Field observations, problems, and conflicts.

   4. Problems which impede construction Schedule.

   5. Review of off-site fabrication, delivery schedules.

6. Corrective measures and procedures to regain projected schedule.

7. Status of approved construction schedule.

8. Progress schedule during succeeding work period.

9. Coordination of schedules.

10. Review status of submittals, expedite as required.

11. Maintenance of quality standards.

12. Pending changes and substitutions.

13. Shop Drawing problems.

14. Review proposed changes for:

    a. Effect on construction schedule and on completion date.

    b. Effect on other contracts of the Project.

15. Construction schedule.

16. Critical/long lead items.

17. Other business.

F. The Contractor is to attend monthly progress meetings and is to study previous meeting minutes and current agenda items, and be prepared to discuss pertinent topics and provide specific information including but not limited to:

1. Status of all submittals and what specifically is being done to expedite them.

2. Status of all activities behind schedule and what specifically will be done to regain the schedule.

3. Status of all material deliveries, latest contact with equipment manufacturer and specific actions taken to expedite materials.

4. Status of open deficiencies and what is being done to correct the same.

G. The Contractor is to provide a current submittal log at each progress meeting in accordance with Section SC01340: Shop Drawings, Working Drawings and Samples.

PART 2- PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01310 - PROGRESS SCHEDULES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Prior to Pre-Construction Meeting, Contractor shall prepare and submit to the Owner's Representative/ CONSULTANT initial construction schedule(s) demonstrating complete fulfillment of all Contract requirements utilizing a Critical Path Method (hereinafter referred to as CPM) in planning, coordinating and performing the Work under this Contract (including all activities of subcontractors, equipment vendors and suppliers). The principles and definition CPM terms used herein shall be as set forth in the Associated General Contractors of America (AGC) publication, The Use of CPM in Construction, A Manual for General Contractors and the Construction Industry, latest edition, but the provisions of this Specification shall govern the planning, coordinating and performance of the Work. Assumed notice to proceed date for this schedule shall be ninety (90) days from bid opening date.

2. After issuance of Notice To Proceed, Contractor shall submit revised progress schedules on a bi-weekly basis. No partial payments shall be approved until there is an approved construction progress schedule on hand.

B. Related Requirements Described Elsewhere:

1. Summary of Project: Section SC01010

2. Applications for Payment: Section SC01027

3. Change Order Procedures: Section SC01153

4. Project Meetings: Section SC01200

5. Shop Drawings, Working Drawings, and Samples: Section SC01340

6. Schedule of Values: Section SC01370

1.02 QUALIFICATIONS

A. A statement of computerized CPM capability shall be submitted by Contractor in writing prior to the award of the Contract and shall verify that either Contractor's organization has in-house capability to use the CPM technique or that Contractor will employ a CPM consultant who is so qualified.

B. In-house capability shall be verified by description of construction projects to which Contractor or Contractor's consultant has successfully applied computerized CPM and shall include at least two (2) projects valued at least half the expected value of this Project.

1.03 FORM OF SCHEDULES

A. Maximum Sheet Size: 24 inches by 36 inches.

1.04 CONTENT OF SCHEDULES

A. Construction Progress Schedule:

1. Show the complete sequence of construction by activity.

2. Show the dates for the beginning of, and completion of, each major element of construction in no more than a two (2) week increment scale. Specifically list, but not limit to:

a. Obtaining all permits/construction easements (if needed)
b. Shop Drawing submitted/review time
g. Subcontractor work
h. Equipment installations
i. Finishings
j. Instrumentation
k. Painting
l. Operator training
m. Testing
n. Start-up
o. Receipt of spare parts

3. Show projected percentage of completion for each item, as of the first day of each month.

4. Show projected dollar cash flow requirements for each month of construction and for each activity as indicated by the approved Schedule of Values.

B. Submittals schedule for Shop Drawings and Samples shall be in accordance with Section SC01340: Shop Drawings,

Product Data and Samples. Indicate on the Schedule the following:

1. The dates for Contractor's submittals.

2. The dates submittals will be required for CITY-furnished products, if applicable.

3. The dates approved submittals will be required from the CONSULTANT.

C. A typewritten list of all long lead items (equipment, materials, etc.).

D. To the extent that the progress schedule or any revised progress schedule shows anything not jointly agreed upon or fails to show anything jointly agree upon, it shall not be deemed to have been approved by the Owner's Representative/ CONSULTANT. Failure to include any element of work required for the performance of this Contract shall not excuse the Contractor from completing all work required within any applicable Completion Date, notwithstanding the Owner's Representative/ CONSULTANT's approval of the progress schedule.

1.05 PROGRESS REVISIONS

A. Indicate progress of each activity to date of submission.

B. Show changes occurring since previous submission of schedule:

1. Major changes in scope.

2. Activities modified since previous submission.

3. Revised projections of progress and completion.

4. Other identifiable changes.

C. Provide a narrative report as needed to define:

1. Problem areas, anticipated delays, and the impact on the schedule.

2. Corrective action recommended, and its effect.

3. The effect of changes on schedules of other prime contractors.

D. If the Work falls behind the critical path schedule by two (2) weeks or more, the Contractor must prepare a recovery schedule.

1.06 SUBMISSIONS

A. Submittal Requirements.

1. Logic network and/or time phased bar chart, computer generated.

2. Computerized network analysis:

a. Sort by early start

b. Sort by float

c. Sort by predecessor/successor

3. Narrative description of the logic and reasoning of the schedule.

B. Within ten (10) working days after the conclusion of the Owner's Representative/ CONSULTANT's review of initial schedule, Contractor shall revise the network diagram as required and resubmit the network diagram and a tabulated schedule produced therefrom. The revised network diagram and tabulated schedule shall be reviewed and accepted or rejected by the Owner's Representative/ CONSULTANT within fifteen (15) working days after receipt. The network diagram and tabulated schedule when accepted by the Owner's Representative/ CONSULTANT shall constitute the Project work schedule unless a revised schedule is required due to substantial changes in the work scope, a change in Contract Time or a recovery schedule is required and requested.

C. Acceptance. The finalized schedule will be acceptable to the Owner's representative/ CONSULTANT, when in the opinion of the Owner's Representative/ CONSULTANT; it demonstrates an orderly progression of the Work to completion in accordance with the Contract requirements. Such acceptance will neither impose on the Owner's representative/ CONSULTANT responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility therefore. The finalized schedule of Shop Drawing submittals will be acceptable to the Owner's representative/ CONSULTANT, when in the opinion of the Owner's Representative/ CONSULTANT, it demonstrates a workable arrangement for processing the submittals in accordance with the requirements. The finalized Schedule of Values (lump sum price breakdown), as applicable, will be acceptable to the Owner's Representative/ CONSULTANT as to form and content, when in the opinion of

the Owner's representative/ CONSULTANT, it demonstrates a substantial basis for equitably distributing the Contract Sum. When the network diagram and tabulated schedule have been accepted, The Contractor shall submit to the Owner's Representative/ CONSULTANT five (5) copies of the time-scaled network diagram, five (5) copies of a computerized tabulated schedule in which the activities have been sequenced by numbers, five (5) copies of a computerized tabulated schedule in which the activities have been sequenced by early starting date, and five (5) copies of a computerized, tabulated schedule in which activities have been sequenced by total float, and five (5) copies sorted by predecessor/successor.

D. Revised Work Schedules. Contractor, if requested by the Owner's Representative/ CONSULTANT, shall provide a revised work schedule if, at any time, the Owner's Representative/ CONSULTANT considers the completion Date to be in jeopardy because of "activities behind schedule." The revised work schedule shall include a new diagram and tabulated schedule conforming to the requirements of Paragraph 1.09, herein, designed to show how Contractor intends to accomplish the work to meet the completion date. The form and method employed by Contractor shall be the same as for the original work schedule. No payment will be made if activities fall more than two (2) weeks behind schedule and a revised work schedule is not furnished.

E. Schedule Revisions. The Owner's representative/ CONSULTANT may require Contractor to modify any portions of the work schedule that become infeasible because of "activities behind schedule" or for any other valid reason. An activity that cannot be completed by its original latest completion date shall be deemed to be behind schedule. No change may be made to the sequence, duration or relationships of any activity without approval of the Owner's representative/ CONSULTANT.

1.07 DISTRIBUTION

A. Contractor shall distribute copies of the reviewed schedules to:

1. CONSULTANT

2. Jobsite file

3. Subcontractors

4. Other concerned parties

5. CITY (two copies)

B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

1.08 CHANGE ORDERS

A. Upon approval of a Change Order, the approved changes shall be reflected in the next scheduled revision or update submittal by Contractor.

1.09 CPM STANDARDS

A. CPM, as required by this Section, shall be interpreted to be generally as outlined in the Associated General Contractor's (AGC) publication, The Use of CPM in Construction, A Manual for General Contractors and the Construction Industry, Copyright 1976.

B. Work schedules shall include a graphic network and computerized, tabulated schedules as described below. To be acceptable the schedule must demonstrate the following:

1. A logical succession of work from start to finish.

2. Definition of each activity.

3. A logical flow of work crews/equipment (crews are to be defined by manpower category and man-hours; equipment by type and hours).

4. Show all work activities and interfaces including submittals as well as major material and equipment deliveries.

C. Networks.

1. The CPM network, or diagram, shall be in the form of a time-scaled diagram of the customary activity-on-type and may be divided in to a number of separate pages with suitable notation relating the interface points among the pages. Individual pages shall not exceed 36 inches by 60 inches. Notation on each activity line shall include a brief work description and a duration, as described in Paragraph 1.09D., herein.

2. All construction activities and procurement shall be indicted in a time-scaled format, and a calendar shall be shown on all sheets along

the entire sheet length. Each activity arrow shall be plotted so the beginning and completion dates of such activity can be determined graphically by comparison with the calendar scale. All activities shall be shown using the symbols that clearly distinguish between critical path activities, non-critical path activities and float for each non-critical activity. All non-critical path activities shall show estimated performances time and float time in scaled form.

D. The duration indicated for each activity shall be in calendar days and shall represent the single best time considering the scope of the Work and resources planned for the activity including time for inclement weather. Except for certain non-labor activities, such as curing concrete or delivering materials, activity durations shall not exceed fourteen (14) days nor be less than one (1) day unless otherwise accepted by the Owner's representative/ CONSULTANT.

E. Tabulated Schedules. The initial schedule shall include the following minimum data for each activity.

1. Activity Beginning and Ending Numbers, single activity numbers may be used.

2. Duration.

3. Activity Description.

4. Early Start Date (Calendar Dated).

5. Early Finish Date (Calendar Dated).

6. Identified Critical Path.

7. Total Float (Note: No activity may show more than 20 days float).

8. Cost of Activity.

9. Equipment Hours by type, man power/hours by crew or trade.

F. Project Information. Each tabulation shall be prefaced with the following summary data.

1. Project Name.

2. Contractor.

3. Type of Tabulation (Initial or Updated).

4. Project Duration.

5. Project Scheduled Completion Date.

6. Effective or Starting Date of the Schedule.

7. New Projects Completion Date and Project Status, if an updated or revised schedule.

8. Actual Start Date and Finish Date for all update schedules.

1.10 SCHEDULE MONITORING

A. At not less than monthly intervals or when specifically requested by Owner's Representative/ CONSULTANT, Contractor shall submit to the Owner's Representative/ CONSULTANT a computer printout of an updated schedule for those activities that remain to be completed.

B. The updated schedule shall be submitted in the form, sequence, and number of copies requested for the initial schedule.

1.11 PROGRESS MEETINGS

For the monthly progress meeting, Contractor shall submit a revised CPM schedule and a 3-week look-ahead schedule, showing all activities in progress, uncompleted or scheduled to be worked during the weeks. The 3 weeks include the current week plus the next 2 weeks. All activities shall be from the approved CPM and must be as shown on the CPM unless behind or ahead of schedule.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01340 - SHOP DRAWINGS, WORKING DRAWINGS, AND SAMPLES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Contractor shall submit to the Owner's representative/ CONSULTANT for review and approval, such Shop Drawings, Test Reports and Product Data on materials and equipment (hereinafter in this Section called Data), and material samples (hereinafter in this Section called Samples) as are required for the proper control of work, including but not limited to those Shop Drawings, Data and Samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.

2. With the Contractor's executed agreement and Bond Submittal, the Contractor shall submit to the Owner's Representative/ CONSULTANT a complete list of preliminary Data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Owner's Representative/ CONSULTANT shall in no way expressed or implied relieve the Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings. The Contractor shall include Shop Drawing review time on the Project schedule (see section SC01310).

3. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the City and the Owner's Representative/ CONSULTANT. This log should include the following items:

a. Submittal-Description and Number assigned.

b. Date to Owner's Representative/ CONSULTANT.

c. Date returned to Contractor.

d. Status of Submittal (Approved as Noted, Rejected/Re-submit).

e. Date of Resubmittal and Return (as applicable).

f. Date material release for fabrication.

g. Projected date of fabrication.

h. Projected date of delivery to site.

i. Status of O&M manuals submittal.

j. Specification Section.

k. Drawings Sheet Number.

B. Related Requirements Described Elsewhere:

1. General Conditions:

2. Progress Schedules: Section SC01310.

3. Material and Equipment: Section SC01600.

4. Project Record Documents: Section SC01720.

5. Operating and Maintenance Data: Section SC01730.

1.02 CONTRACTOR'S RESPONSIBILITY

A. The Contractor shall furnish the Owner's Representative/ CONSULTANT a schedule of Shop Drawings submittals fixing the respective dates for the submission of Shop Drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.

B. The Contractor shall not begin any of the work covered by a Shop Drawing, Data, or a Sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the Owner';s Representative/ CONSULTANT, with approval.

C. The Contractor shall submit to the Owner's Representative/ CONSULTANT

all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Consultant receives them.

D. All submittals shall be accompanied with a transmittal letter prepared in duplicate containing the following information:

1. Date.

2. Project Title and Number.

3. Contractor's name and address.

4. The number of each Shop Drawings, Project Data, and Sample submitted.

5. Notification of Deviations from Contract Documents.

a. The Contractor shall indicate in **bold type** at the top of the cover sheet of submittal of Shop Drawing if there is a deviation from Contract Drawings, Project Specifications and referenced specifications or codes.

b. The Contractor shall also list any deviations from Contract Drawings, Project Specifications and referenced specifications or codes and identify in "green" ink prominently on the drawings.

6. Submittal Log Number conforming to Specification Log Number.

E. The Contractor shall submit SHOP DRAWINGS electronically to the Owner;s Representative/ CONSULTANT through eBuilder. The Owner's representative/ CONSULTANT will review the submittal and return to the Contractor with appropriate review comments.

F. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by the Owner's Representative/ CONSULTANT of the necessary Shop Drawings.

G. The Contractor shall not use Shop Drawings as means of proposing alternate items to demonstrate compliance to Contract requirements.

H. Each submittal will bear a stamp indicating that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractors review and approval of that submittal.

I. Drawings and schedules shall be checked and coordinated with the work of all trades and sub-contractors involved, before they are submitted for review by the Owner';s Representative/ CONSULTANT and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.

1.03 CONSULTANT'S REVIEW OF SHOP DRAWINGS

A. The CONSULTANT's review of Shop Drawings, Data and Samples as submitted by the Contractor, will be to determine if the items(s) conform to the information in the Contract Documents and are compatible with the design concept. The CONSULTANT's review and exceptions, if any, will not constitute an approval of dimensions, connections, quantities, and details of the material, equipment, device, or item shown.

B. The review of drawings and schedules will be general, and shall not be construed:

1. As permitting any departure from the Contract requirements.

2. As relieving the Contractor of responsibility for any errors, including details, dimensions, and materials.

3. As approving departures from details furnished by the Consultant, except as otherwise provided herein.

C. If the drawings or schedules as submitted describe variations and show a departure from the Contract requirements which the CONSULTANT finds to be in the interest of the City and to be so minor as not to involve a change in Contract Price or time for performance, the CONSULTANT may return the reviewed drawings without noting an exception.

D. "Approved As Noted" - Contractor shall incorporate CONSULTANT's comments into the submittal before release to manufacturer. The Contractor shall send a letter to the CONSULTANT

acknowledging the comments and their incorporation into the Shop Drawing.

E. "Amend And Resubmit" - Contractor shall resubmit the Shop Drawing to the CONSULTANT. The resubmittal shall incorporate the CONSULTANT's comments highlighted on the Shop Drawing.

F. "Rejected" - Contractor shall resubmit Shop Drawing for review by Consultant.

G. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than the corrections requested by the CONSULTANT on previous submissions. The Contractor shall make any corrections required by the CONSULTANT.

H. If the Contractor considers any correction indicated on the drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the CONSULTANT.

I. When the Shop Drawings have been completed to the satisfaction of the CONSULTANT, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the CONSULTANT.

J. No partial submittals will be reviewed. Submittals not deemed complete will be stamped "Rejected" and returned to the Contractor for resubmittal. Unless otherwise specifically permitted by the CONSULTANT, make all submittals in groups containing all associated items for:

1. Systems.
2. Processes.
3. As indicated in specific Specifications Sections.

K. All drawings, schematics, manufacturer's product Data, certifications and other Shop Drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.

L. Only the CONSULTANT shall utilize the color "red" in marking Shop Drawing submittals.

M. For any submittal returned to the Contractor marked “Amend and Submit” or “Rejected,” Contractor shall pay CITY a resubmittal fee of $250.00. Monies shall be deducted from monies owed Contractor by CITY monthly and incorporated into a Change Order at completion of the contract.

1.04 SHOP DRAWINGS

A. Shop Drawings shall be complete and detailed and shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive information. As used herein, the term "manufactured" applies to standard units usually mass-produced; and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements.

B. Manufacturer's catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information which is not applicable to the Work by striking or cross-hatching.

C. Each Shop Drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:

1. Project Title and Number.
2. Name of Project building or structure.
3. Number and title of the Shop Drawing.
4. Date of Shop Drawing or revision.
5. Name of Contractor and subcontractor submitting drawing.
6. Supplier/manufacturer.
7. Separate detailer when pertinent.
8. Specification title and number.
9. Specification section.
10. Application Contract Drawing Number.

D. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets,

cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent Data.

1.05 WORKING DRAWINGS

A. When used in the Contract Documents, the term "Working Drawings" shall be considered to mean the Contractor's plan for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and false work; for underpinning; and for such other work as may be required for construction but does not become an integral part of the Project.

B. Working Drawings shall be signed by a registered Professional Consultant, currently licensed to practice in the State of Florida.

1.06 SAMPLES

A. The Contractor shall furnish, for the approval of the Consultant, samples required by the Contract Documents or requested by the CONSULTANT. Samples shall be delivered to the CONSULTANT as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the CONSULTANT.

B. Samples shall be of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of the product, with integrally related parts and attachment devices.

2. Full range of color, texture and pattern.

3. A minimum of two (2) samples of each item shall be submitted.

C. Field samples and mock-ups:

1. Contractor shall erect, at the Project site, at a location acceptable to the Consultant.

2. Size of area: 15 feet long x 6 feet high or that specified in the respective specification section.

3. Fabricate each sample and mock-up complete and finished.

4. Remove mock-ups at conclusion of Work or when acceptable to the Consultant.

D. Each sample shall have a label indicating:

1. Name of Project.

2. Name of Contractor and Subcontractor.

3. Material or Equipment Represented.

4. Place of Origin.

5. Name of Producer and Brand (if any).

6. Location in Project.

Samples of finished materials shall have additional marking that will identify them under the finished schedules.

E. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in Paragraph 1.06B above. It shall enclose a copy of this letter with the shipment and send a copy of this letter to the CONSULTANT. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Contract requirements.

F. Approved samples not destroyed in testing shall be sent to the CONSULTANT or stored at the site of the Work. Approved Samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the approved Samples. Samples which failed testing or were not approved will be returned to the Contractor at its expense, if so requested at time of submission.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01370 - SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Contractor shall submit to the Consultant a Schedule of Values allocated to the various lump sum portions of the Work, within fifteen (15) days of the Notice to Proceed date.

2. Upon request of the Owner's Representative/ Consultant, Contractor shall support the values with data which will substantiate their correctness. The data shall include, but not be limited to quantity of materials, all sub-elements of the activity and their units of measure.

3 Schedule of Values shall establish the actual value for each activity of the Work to be completed taken from the approved Critical Path Method (CPM), and shall be used as the basis for the Contractor's Applications for Payment.

B. Related Requirements Described Elsewhere:

1. Conditions of the Construction Contract.

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

A. Type schedule on an 8-1/2 inch by 11 inch or 8-1/2 inch by 14 inch white paper. Contractor's standard forms and computer printout will be considered for approval by the Consultant upon Contractor's request. Identify schedule with:

1. Title of Project and location.

2. Consultant and Project number.

3. Name and address of Contractor.

4. Contract designation.

5. Date of submission.

B. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing item prices for progress payments during construction.

C. Identify each line item with the number and the title of the respective section of the Specifications.

D. For each line item, list sub-values of major products or operations under the item.

E. For the various portions of the Work:

1. Each item shall include a directly proportional amount of the Contractor's overhead and profit.

2. For items on which progress payments will be requested for stored materials, break down the value into:

a. The cost of the materials, delivered unloaded, with taxes paid. Paid invoices required for materials. Payment for materials shall be limited to the invoiced amount only.

b. The total installed value.

F. The sum of all lump sum values listed in the schedule shall equal the total Contract Sum.

1.04 REVIEW AND RESUBMITTAL

A. After review by Consultant, Contractor shall revise and resubmit Schedule of Values and Schedule of Unit Material values pursuant to this Section.

B. Contractor shall resubmit revised Schedules in same manner pursuant to this Section.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01380 - CONSTRUCTION PHOTOGRAPHS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: The Contractor shall employ a competent professional photographer to take construction record photographs periodically during the course of the Work using a digital camera and a preconstruction video inspection.

B. Related Requirements Described Elsewhere:

1. General Requirements: Section SC01000.

2. Summary of Project: Section SC01010.

3. Video and Photographic Site Survey: Section 01390

4. Project Record Documents: Section SC01720.

1.02 PHOTOGRAPHY REQUIRED

A. Photographs taken in conformance with this Section shall be furnished to the Consultant with each Application for Payment.

B. Views and Quantities Required:

1. Five (5) views of overall Project site monthly, or as directed by the Consultant (for facilities projects only).

2. Two (2) aerial views of overall Project site after completion of site restoration and landscaping (for facilities projects only).

3. Provide electronically at least five (5) photographs (views) of progress work with each Application for Payment.

4. Additional aerial photographs may be used upon prior approval by the CITY.

C. In addition to the general progress photographs required, photographs of each tie-in point shall be taken prior to backfill and turned in with the monthly Application for Payment.

1.03 COSTS OF PHOTOGRAPHY

A. The Contractor shall pay costs for specified photography and prints. Parties requiring additional photography or prints shall pay the photographer directly.

PART 2 - PRODUCTS

2.01 NEGATIVES/DIGITAL FILES

A. The negatives/digital files are to be categorized by month taken and must correspond to the progress photographs that accompany each. At project closeout, the negatives/digital files are to be submitted to the CITY. If the Contractor uses digital photography, then the images shall be provided on CD.

PART 3 - EXECUTION

3.01 TECHNIQUE

A. Factual Presentation.

B. Correct exposure and focus.

1. High resolution and sharpness.

2. Maximum depth-of-field.

3. Minimum distortion.

3.02 VIEWS REQUIRED

A. Photograph from locations to adequately illustrate condition of construction and state of progress.

1. At successive periods of photography, take at least one (1) photograph from the same overall view as previously.

2. Consult with the Consultant at each period of photography for instructions concerning views required.

3. All views to contain a relative dimension reference that is easily recognizable by the average person. In views where dimensions are critical, use of recognizable measuring devices such as a folding ruler, measuring tape in a manner the makings are clear and sharp in the photograph and the device located in close relationship with subject of photograph.

3.03 DELIVERY OF PHOTOGRAPHS

A. Deliver electronic files to the CONSULTANT to accompany each Application for Payment.

END OF SECTION

SECTION 01400 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 GENERAL

A. Contractor is required to follow all technical specification requirements with regards to material quality, certification, placement and installation. If the Contractor has questions concerning these items, it is required to generate and issue a Request For Information to the CITY and Consultant for resolution and or guidance.

1.02 RELATED SECTIONS

A. Section SC01025 – Measurement and Payment Procedures

C. Section SC01340 – Shop Drawings, Work Drawings and Samples

1.03 Field QA/QC

A. The Contractor shall monitor quality control over suppliers, subcontractors, products and workmanship, to produce work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, issue Request For Information to the Consultant before proceeding.

D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform work by persons qualified to produce required and specified quality.

F. Verify that field measurements are as indicated on shop drawings / catalog cut sheets or as instructed by the manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.04 TOLERANCES

B. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

C. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Consultant before proceeding.

D. Adjust products to appropriate dimensions, position before securing products in place.

1.05 TESTING SERVICES

A. Contractor required to hire a professional, licensed independent firm to perform tests and other services specified.

C. Certified, signed and sealed test reports will be submitted by the independent firm to the Consultant, CITY and Contractor, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.

D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.

E. Testing does not relieve Contractor to perform work to Contract requirements.

F. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the CITY or Consultant.

1.06 INSPECTION SERVICES

A. The CITY shall appoint, employ, and pay inspector for specified services for inspection. These services may be from the Consultant, or from the CITY or any combination of the above.

B. The Inspector shall perform construction observation, inspections and other services specified in individual specification sections and as required by the CITY and/or Consultant.

C. The Contractor shall cooperate with Inspector; furnish safe access and assistance by incidental labor as requested. Additionally, the Contractor shall keep the inspection personnel fully informed of the needs, scheduling and progress of the project.

D. This inspection does NOT relieve the Contractor from performing their own QA/QC on the Work as required in this and other technical specification sections.

1.07 MANUFACTURERS' FIELD SERVICES

A. When specified in the Contract documents, requiring material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.

B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

PART 2 PRODUCTS
(Not Used)

PART 3 EXECUTION

3.01 EXAMINATION

A. The Contractor shall verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.

C. Perform “receiving” inspection of materials, structures and equipment.

D. Perform “in-process” inspection as the Work progresses.

E. Monitor and inspect the work performed by subcontractors as the Work progresses.

F. Examine and verify specific conditions described in individual technical specification sections.

G. Notify the CITY and Consultant, forty-eight (48) hours prior to the expected time for inspection purposes and/or the witnessing of pressure testing. All pressure testing shall be witnessed by the CITY and/or Consultant.

END OF SECTION

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

A. Contractor shall furnish, install and maintain temporary utilities required for construction. Remove on completion of work.

1.02 RELATED REQUIRMENTS

A. General Conditions.

B. Section SC01010: Summary of Work

1.03 REQUIREMENTS OF REGULATORY AGENCIES

A. Comply with National Electric Code.

B. Comply with Federal, State, and local codes and regulations and with utility company requirements.

PART 2 – PRODUCTS

2.01 MATERIALS, GENERAL

A. Materials may be new or used, but must be adequate in capability for the required usage of the CITY, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

2.02 TEMPORARY TELEPHONE SERVICE

A. Superintendent, foreman or other contractor personnel in charge shall be equipped with a functioning cell phone during the term of the contract.

2.03 TEMPORARY WATER

A. Schedule use and provide deposit to the City's Utility Department for a portable hydrant meter. No water shall be taken from the existing water distribution system unless it's through the portable hydrant meter. The Contractor shall install and maintain a certified backflow preventer or check valve on all CITY issued portable hydrant meters; **no exceptions**. Using water from private homes and/or business' is strictly forbidden.

B. Water utilization for concrete plaster and mortar shall meet the respective requirements and standards set forth for water utilized in these construction materials.

2.04 TEMPORARY SANITARY FACILITIES

A. Provide sanitary facilities in compliance with Federal, state and local laws and regulations.

B. Service, clean and maintain facilities and enclosures.

2.05 TEMPORARY CONTROLS

A. Noise Control: See Section SC01100 – Special Project Procedures

B. Dust Control:

1. Provide positive methods and apply dust control materials to minimize raising dust from construction operations, and provide positive means to prevent airborne dust form dispensing into the atmosphere.

C. Pest and Rodent Control:

1. Provide pest and rodent control prior to start of construction to prevent infestation of surrounding neighborhood.

   a. Employ methods and use materials that will not adversely affect conditions at the site or on adjoining properties.

   b. Should the use of rodenticides be considered necessary, submit an informational copy of the proposed program to the Consultant. Clearly indicate:
      1) The area or areas to be treated
      2) The rodenticides to be used, with a copy of the manufacturer's printed instructions.
      3) The pollution preventative measures to be employed.

2. The use of any rodenticide shall be in full accordance with the Manufacturer's printed instructions and recommendations.

D. Debris Control:

1. Maintain all areas under Contractor's control free of extraneous debris.

2. Initiate and maintain a specific program to prevent accumulation of debris at construction site, storage and parking areas, or along access roads and haul routes.

   a. Provide acceptable containers for deposit of debris.

   b. Prohibit overloading of trucks to prevent spillages on access and haul routes.
      1) Provide periodic inspection of traffic areas to enforce requirements.

3. Schedule periodic collection and disposal of debris.

   a. Provide additional collections and disposals of debris whenever the periodic schedule is inadequate to prevent accumulation.

E. Pollution Control:

1. Provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.

2. Provide equipment and personnel, perform emergency measures required to contain any spillages, and to remove contaminated soils or liquids.

   a. Excavate and dispose of any contaminated earth off-site, and replace with suitable compacted fill and topsoil.

3. Take special measure to prevent harmful substances from entering public waters.

   a. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary or storm sewers.

4. Provide systems for control of atmospheric pollutants

   a. Prevent toxic concentrations of chemicals

   b. Prevent harmful dispersal of pollutants into the atmosphere

PART 3 – EXECUTION

3.01 GENERAL

A. Maintain and operate systems to assure continuous service.

B. Modify and extend systems, as work progress requires.

3.02 REMOVAL

A. Completely remove temporary materials and equipment when their use is no longer required.

B. Clean and repair damage caused by temporary installations or use of temporary facilities.

END OF SECTION

SECTION 01505 – MOBILIZATION

PART I - GENERAL

1.01 DEFINITION AND SCOPE

A. Mobilization shall include the Contractor obtaining of all permits, insurance, and bonds; moving onto the site of all plant and equipment, temporary buildings and other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include, but not be limited to, the following principal items:

1. Move onto the site all Contractor's plan and equipment required for first month operations.

2. Install temporary construction power, wiring, and lighting facilities.

3. Establish fire protection plan and safety program.

4. Secure construction water supply.

5. Provide on-site sanitary facilities and potable water facilities as specified.

6. Arrange for and erect Contractor's work and storage yard and employees' parking facilities.

7. Submit all required insurance certificates and bonds.

8. Obtain all required permits.

9. Post all OSHA, EPA, Department of Labor, and all other required notices.

10. Have Contractor's superintendent at the job site full time.

11. Submit a detailed construction CPM schedule acceptable to the Consultant as specified.

12. Submit a Schedule of Values of the Work.

13. Submit a schedule of submittals.

1.02 DEMOBILIZATION

A. Demobilization is the timely and proper removal of all contractor- owned material, equipment or plant, from the job site and the proper restoration or completion of work necessary to bring the site into full compliance with the Contract Documents.

1.03 PAYMENT FOR MOBILIZATION/DEMOBILIZATION

A. Contractor shall be limited to a maximum of 3.0 percent of the total price bid for mobilization. The cost of mobilization/demobilization shall be shown in the Schedule of Values.

B. Demobilization shall be shown in the schedule of values as a minimum 25 percent of the value for mobilization.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01525 - CONSTRUCTION AIDS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: The Contractor shall furnish, install and maintain required construction aids and remove on completion of work.

B. Related Requirements Described Elsewhere:

1. Summary of Work: Section SC01010

C. Contractor must comply with applicable requirements of the specified in Sections of Divisions 2 through 16 - Technical Specifications

PART 2 - PRODUCTS

2.01 MATERIALS

A. Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.

2.02 CONSTRUCTION AIDS

A. Contractor shall provide construction aids and equipment required by personnel and to facilitate execution of the Work: scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes and other such facilities and equipment such as temporary valves and fittings. Refer to respective Technical Specifications Sections for particular requirements for each trade.

B. When permanent stair framing is in place, provide temporary treads, platforms and railings, for use by construction personnel.

C. Maintain facilities and equipment in first-class condition.

PART 3 - EXECUTION

3.01 PREPARATION

A. Contractor shall consult with the CONSULTANT, review site conditions and factors which affect construction procedures and construction aids, which may be affected by execution of the Work.

3.02 GENERAL

A. Comply with applicable requirements specified in sections of Divisions 2 through 16.

B. Relocate construction aids as required by progress of construction, by storage of work requirements and to accommodate legitimate requirements of CITY and other contractors employed at the site.

3.03 REMOVAL

A. Completely remove temporary materials, equipment and services:

1. When construction needs can be met by use of permanent construction.

2. At completion of work.

B. Clean and restore areas damaged by installation by use of temporary facilities.

1. Remove foundations and underground installations for construction aids.

2. Restore area of site affected by temporary installations to required elevations, slopes, ground cover and clean the area.

C. Restore permanent facilities used for temporary purposes to specified condition or in kind if not specified.

END OF SECTION

SECTION 01540 - SECURITY AND SAFETY PROCEDURES FOR INFRASTRUCTURE PROJECTS

PART 1 GENERAL

1.01 As a minimum, the Contractor shall provide and assure that all of its personnel have and wear common colored Company shirts, safety vests, hard hats and substantial leather work shoes / boots. Other Personal Protective Equipment (PPE) as required by governing local, state and Federal laws and regulations.

1.02 SECTION INCLUDES

A. Responsibility for Work Security

B. Protection of Work in Progress, Materials and Equipment

C. Protection of Existing Property

D. Security Program

E. Entry Control

F. Personnel Identification

G. Security Service

H. Miscellaneous Restrictions

1.03 RELATED SECTIONS

A. Section 01010 – Summary of Project

B. Section 01500 - Temporary Facilities and Controls

1.04 RESPONSIBILITY OF WORK SECURITY

A. Contractor shall, at its expense, at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. Contractor shall promptly take all reasonable precautions that are necessary and adequate against any conditions that involve a risk of loss, theft or damage to its property, at a minimum.

B. Contractor shall continuously inspect all its work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.

C. Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to CITY within three (3) days of each incident.

1.05 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

A. Contractor shall be responsible for and shall bear any and all risk of loss or damage to work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of Work under this Contract. Excluded from Contractor's responsibility is any loss or damage that results from the sole active negligence of the CITY or its representatives.

1.06 PROTECTION OF EXISTING PROPERTY

A. Contractor shall so conduct its operations as not to damage, close, or obstruct any utility installation, highway, road or other property until permits therefore have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Contractor's operations, Contractor shall, at its expense, make such repairs and provide temporary guards, lights and other signals as necessary or required for safety and as will be acceptable to the CITY.

B. Contractor shall conduct its operation so as not to damage any existing buildings or structures. The Contractor shall verify that means and methods of construction used inside, adjacent to, under or over existing buildings will not cause damage. The Contractor shall provide protection methods that are acceptable to the CITY.

C. Unless otherwise specifically provided in the Contract, Contractor shall not do any work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric, radio, gas, transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by the CITY.

D. Thereafter, and before it begins such work, Contractor shall give due notice to CITY of its intention to start such work. Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the site of work.

E. Contractor shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by CITY, do not reasonably interfere with the performance of this Contract.

F. Contractor shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including, without limitation, damage arising from the performance of its work through operation of equipment or stockpiling of materials. All cost in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Contractor.

1.07 SECURITY PROGRAM

A. At the Pre-Construction Meeting, the CITY will make a final determination on which, if any, of the following requirements are to be implemented.

1. Protect Work existing premises and CITY's operations from theft, vandalism, and unauthorized entry.

2. Initiate program at project mobilization.

3. Maintain program throughout construction period until CITY acceptance precludes the need for Contractor security.

1.08 RESTRICTIONS

A. Do not allow cameras on site or photographs taken except by written approval of the CITY.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01600 - MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Material and equipment incorporated into the Work:

1. Manufactured and fabricated products:

a. Design, fabricate and assemble in accord with the best engineering and shop practices.

b. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.

c. Two (2) or more items of the same kind shall be identical, by the same manufacturer.

d. Products shall be suitable for service conditions.

e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

2. Do not use material or equipment for any purpose other than that for which it is designed or specified.

1.02 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

A. When Contract Documents require that installation of Work shall comply with manufacturer's printed instructions. Contractor shall obtain and distribute copies of such instructions to parties involved in the installation, including five (5) copies to the Consultant.

1. Maintain one (1) set of complete instructions at the job site during installation and until completion.

B. Contractor shall handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.

1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Consultant for further instructions.

2. Do not proceed with Work without clear instructions.

C. Contractor shall perform work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.03 TRANSPORTATION AND HANDLING

A. Contractor shall arrange deliveries of products in accordance with progress schedules, coordinate to avoid conflict with work and conditions at the site.

1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.

2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.

B. Contractor shall provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1.04 STORAGE AND PROTECTION

A. The Contractor shall furnish a covered, weather-protected storage structure providing a clean, dry, non-corrosive environment for all mechanical equipment, valves, architectural items, electrical and instrumentation equipment, and special equipment to be incorporated into this Project. Storage or equipment shall be in strict accordance with the "instructions for storage" of each equipment supplier and manufacturer including connection of heaters, placing of storage lubricants in equipment, etc. Corroded, damaged or deteriorated equipment and parts shall be replaced before acceptance of the Project. Equipment and materials not properly stored will not be included in a payment estimate.

B. Contractor shall store products in accord with manufacturer's instructions, with seals and labels intact and legible.

1. Store products subject to damage by the elements in weather-tight enclosures.

2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.

3. Store fabricated products above the ground, on blocking or skids, prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.

4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.

C. All materials and equipment to be incorporated in the Work shall be handled and stored by the Contractor before, during and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft or damage of any kind whatsoever to the material or equipment.

D. Contractor shall store under a roof or off the ground cement, sand and lime, and shall be kept completely dry at all times. All structural and miscellaneous steel, and reinforcing steel shall be stored off the ground or otherwise to prevent accumulations of dirt or grease, and in a position to prevent accumulations of standing water and to minimize rusting. Beams shall be stored with the webs vertical. Precast concrete beams shall be handled and stored in a manner to prevent accumulations of dirt, standing water, staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce breakage, chipping, cracking and spalling to a minimum.

E. All materials, which, in the opinion of the Consultant, have become so damaged as to be unfit for the use intended or specified, shall be promptly removed by the Contractor from the site of the Work, and the Contractor shall receive no compensation for the damaged material or its removal.

F. Contractor shall arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.

G. Protection After Installation: Contractor shall provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove covering when no longer needed.

H. The Contractor shall be responsible for all material, equipment and supplies sold and delivered to the CITY under this Contract until final inspection of the Work and acceptance thereof by the CITY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, the Contractor shall replace same without additional cost to the CITY.

I. Should the Contractor fail to take proper action on storage and handling of equipment supplied under this Contract within seven (7) days after written notice to do so has been given, the CITY retains the right to correct all deficiencies noted in previously transmitted written notice and deduct the cost associated with these corrections from the Contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administrative, clerical, engineering and any other costs associated with making the necessary corrections.

1.05 STORAGE AND HANDLING OF EQUIPMENT ON SITE

A. Because of the long period allowed for construction, special attention shall be given to the storage and handling of equipment on site. As a minimum, the procedure outlined below shall be followed by Contractor:

1. All equipment having moving parts such as gears, electric motors, etc. and/or instruments shall be stored in a temperature and humidity controlled building approved by the Consultant, until such time as the equipment is to be installed.

2. All equipment shall be stored fully lubricated with oil, grease, etc. unless otherwise instructed by the manufacturer.
3. Manufacturer's storage instructions shall be carefully studied by the Contractor and reviewed with the Consultant by him. These instructions shall be carefully followed and a written record of this kept by the Contractor.

4. Moving parts shall be rotated a minimum of once weekly to insure proper lubrication and to avoid metal-to-metal "welding". Upon installation of the equipment, the Contractor shall start the equipment, at least half the load, once weekly for an adequate period of time to insure that the equipment does not deteriorate from lack of use.

5. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. Mechanical equipment to be used in the Work, if stored for longer than ninety (90) days, shall have the bearings cleaned, flushed and lubricated prior to testing and startup, at no extra cost to the CITY.

6. Prior to acceptance of the equipment, the Contractor shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guarantee the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at the Contractor's expense.

1.06 SPARE PARTS

A. Spare parts for certain equipment provided under Divisions 11: Equipment; 13: Special Construction; 15: Mechanical; and 16: Electrical have been specified in the pertinent sections of the Technical Specifications. The Contractor shall collect and store all spare parts so required in an area to be designated by the Consultant. In addition, the Contractor shall furnish to the Consultant an inventory listing all spare parts, the equipment they are associated with, the name and address of the supplier, and the delivered cost of each item. Copies of actual invoices for each item shall be furnished with the inventory to substantiate the delivered cost.

1.07 GREASE, OIL AND FUEL

A. All grease, oil and fuel required for testing of equipment shall be furnished with the respective equipment. The CITY shall be furnished with a year's supply of required lubricants including grease and oil of the type recommended by the manufacturer with each item of equipment supplied.

B. The Contractor shall be responsible for changing the oil in all drives and intermediate drives of each mechanical equipment after initial break-in of the equipment, which in no event shall be any longer than three (3) weeks of operation.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01630 - SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 – GENERAL
Also refer to/ coordinate with specification section **012500 – Substitution Procedures**

1.01 REQUIREMENTS INCLUDED

A. Contractor shall furnish and install products specified under options and conditions for substitutions stated in this Section.

1.02 RELATED REQUIREMENTS

A. Information for Bidders and General Conditions.

B. Section SC01410: Testing Laboratory Services.

C. Section SC01650: Start-up.

D. Section SC01700: Contract Closeout.

1.03 PRODUCTS LISTED

A. Within thirty (30) days after award of Contract, submit to Consultant six (6) copies of complete list of major products which are proposed for installation.

B. Tabulate products by specification section number and title.

C. For products specified only by reference standards, list for each such product:

1. Name and address of manufacturer.

2. Trade name.

3. Model or catalogue designation.

4. Manufacturer's data:

a. Reference standards.
b. Performance test data.

1.04 CONTRACTOR'S OPTIONS

A. For products specified only by reference standard, select product meeting that standard, by any manufacturer.

B. For products specified by naming several products or manufacturers, select any one of those products and manufacturers named which complies with Specifications.

C. For products specified by naming only one or more products or manufacturers and stating "or equal", select one of those named products or manufacturers. After award of Contract, submit a request as for substitutions, for any product or manufacturer which is not specifically named.

D. For products specified by naming only one product and manufacturer, there is no option and no substitution will be allowed.

1.05 SUBSTITUTIONS

A. Within a period of thirty (30) days after award of Contract, Consultant will consider formal requests from the Contractor for substitution of products in place of those specified:

1. After the end of that period, the request will be considered only in case of product unavailability or other conditions beyond the control of the Contract Documents:

B. Submit a separate request for each substitution. Support each request with:

1. Complete data substantiating compliance of the proposed substitution. Support each request with:

a. Product identification, including manufacturer's name and address.

b. Manufacturer's literature; identify:

1) Product description.

2) Reference standards.

3) Performance and test data.

c. Samples, as applicable.

d. Name and address of similar projects on which product has been used, and the date of each installation.

2. Itemized comparison of the proposed substitution with product specified; list significant variations.

3. Data relating to changes in the construction schedule.

4. Any effect of the substitution on separate contracts.

5. List of changes required in other work or products.

6. Accurate cost data comparing proposed substitution with product specified.

7. Designation of required license fees or royalties.

8. Designation of availability of maintenance services and sources of replacement materials.

C. Substitutions will not be considered for acceptance when:

1. They are indicated or implied on Shop Drawings or product data submittals without a formal request from Contractor.

2. They are requested by anyone other than Contractor.

3. Submitted without data relating to changes in construction schedule.

4. Any effect of substitution on separate contracts is not included.

5. A list of changes required in other work or products is not included.

6. Accurate cost data comparing proposed substitution with product specified is not included.

7. Designation of required license fees or royalties is not included.

8. Designation of availability of maintenance services, sources of replacement materials is not included.

9. Acceptance will require substantial revision of Contract Documents.

D. Substitute products shall not be ordered or installed without written acceptance of Consultant.

E. Consultant will determine the acceptability of proposed substitutions. Contractor shall pay all costs associated with Consultant's review.

1.06 CONTRACTOR'S REPRESENTATION

A. In making formal request for substitution Contractor represents that:

1. It has investigated the proposed product and has determined that it is equal to or superior in all respects to that specified.

2. It will provide same warranties or bonds for substitution as for product specified.

3. It will coordinate installation of accepted changes as may be required for the Work to be complete in all respects.

4. It waive claims for additional costs caused by substitution which may subsequently become apparent.

5. It will pay all costs, resulting under separate contracts, which result from the substitution.

6. It will pay all engineering costs for redesign or revision of the Contract Documents.

7. Cost data is complete and includes related costs under this Contract, but not:

a. Costs under separate contracts.

b. Consultant's costs of redesign or revision of Contract Documents.

1.07 CONSULTANT DUTIES

A. Review Contractor's requests for substitutions with reasonable promptness.

B. Notify Contractor in writing of decision to accept or reject requested substitution.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01650 - START-UP

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Contractor shall demonstrate to CITY and Consultant that the Work functions as a complete and operable system under normal and emergency operating conditions.

B. Related Work Described Elsewhere:

1. Progress Schedules: Section SC01310.

2. Contract Closeout: Section SC01700.

3. Operating and Maintenance Data: Section SC01730.

PART 2 - PRODUCTS

2.01 START-UP PLAN

A. Submit for Consultant approval a detailed Start-Up Plan outlining the schedule and sequence of all tests and start-up activities, including training and equipment manufacturer representative visits. Start-up and commissioning may not begin until the plan is approved.

PART 3 - EXECUTION

3.01 COMPONENT TEST AND CHECK-OUT

A. Start-up Certification: Prior to system start-up, Contractor shall successfully complete all the testing required of the individual components of the Work. Submit five (5) copies of CHECK-OUT MEMO signed by Contractor or subcontractor and the manufacturer's representative. All copies of the Operation and Maintenance Manuals must be provided before start-up may begin. These forms shall be completed and submitted before Instruction in Operation to CITY or a request for final inspection.

B. Demonstrate to the Consultant that all temporary jumpers and/or bypass have been removed and that all of the components are operating under their own controls as designated.

C. Coordinate start up activities with the CITY's operating personnel and with the Consultant prior to commencing system start-up.

D. Provide seventy-two (72) hour notice of intent to start-up.

3.02 START UP

A. Confirm that all equipment is properly energized, that the valves are set to their normal operating condition and that the flow path through the new work is unobstructed.

B. Slowly fill each hydrostatic structure in the process flow stream with water.

C. Initiate start up in accordance with the plant operation and maintenance manual.

D. Observe the component operation and make adjustments as necessary to optimize the performance of the Work.

E. Coordinate with CITY for any adjustments desired or operational problems requiring debugging.

F. Make adjustments as necessary.

3.03 START-UP DEMONSTRATION AND TESTING

A. After all Work components have been constructed, field tested and started-up in accordance with the individual specifications and manufacturer requirements, perform the Start-Up Demonstration and Testing in the presence of the Consultant and the CITY. The demonstration shall be held upon completion of all systems at a date to be agreed upon in writing by the CITY or his representative.

B. The start-up testing will be conducted for seven (7) consecutive days. The Work must operate successfully during the seven (7) day testing period in the manner intended. If the Work does not operate successfully, or if the start-up is interrupted, the problems will be corrected and the test will start over from day one.

C. During the start-up demonstration period, operate the Work, instruct designated plant operating personnel in the function and operation of the work, and cause various operational circumstances to occur. As a minimum, these circumstances will include average and peak daily flows, random equipment failures, tank overflows, surcharges and bypasses. Demonstrate the essential features of the equipment and its relationship to other equipment. Prior to the substantial completion, the Contractor shall submit a detailed

schedule of operational circumstances. Coordination of the various contract schedules will be accomplished through the Consultant.

D. Acceptability of the Work's performance will be based on the Work performing as specified, under these actual and simulated operating conditions as defined in the Contract Documents. The intent of the start-up demonstration and testing is for the Contractor to demonstrate to the CITY and the Consultant that the Work will function as a complete and operable system under normal as well as emergency operating conditions and is ready for acceptance.

E. Demonstrate the essential features of all the mechanical systems including, but not limited to, the following as they apply to the Work. Each system shall be demonstrated once only, after completion of testing.

1. Variable frequency drives
2. Chlorination equipment
3. Recarbonation System
4. Control Systems
5. Relocated Pumping Systems
6. Valves
7. Ventilation system
8. Air conditioning system
9. Security system

F. Demonstrate the essential features of all electrical systems including, but not limited to, the following as they apply to the work:

1. Electrical systems controls and equipment.
    a. Electrical power equipment.
    b. Motor control centers.
    c. Motor control devices.
    d. Relays.
    e. Special transformers.
    f. Starting devices.
2. Lighting fixtures (including relamping and replacing lenses).
    a. Exit and safety fixtures.
    b. Fixtures, indoor and outdoor.
    c. Floodlighting.
3. Panelboards.
    a. Distribution panels.
    b. Lighting panels.
    c. Main panels, power panels.
    d. Switchboard.
4. Transfer switch.
5. Wiring devices.
    a. Face plates.
    b. Low-voltage controls.
    c. Outlets: convenience, special purpose.
    d. Switches: regular, time.

G. Certificate of Completed Demonstration Form (Section 00866): Submit five (5) copies of Certificate of Completed Demonstration, signed by the Contractor, Subcontractor and CITY and insert one (1) copy in each Operation and Maintenance Manual.

END OF SECTION

SECTION 01700 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Contractor shall comply with requirement stated in Conditions of the Contract and in specifications for administrative procedures in closing out the Work.

B. Related Requirements Described Elsewhere:

1. Cleaning: Section SC01710

2. Project Record Documents: Section SC01720

3. Operating and Maintenance Data: Section SC01730

4. Warranties and Bonds: Section SC01740.

1.02 SUBSTANTIAL COMPLETION

A. The Work will not be substantially complete, and Contractor may not request substantial completion inspection unless the following submittals and work is completed:

1. All work specified herein and shown on the drawing is complete.

2. Project Record Documents have been submitted and reviewed to the requirements of Section SC01720.

3. All deficiencies noted on inspection reports or non-conformances are corrected or the correction plan approved.

4. Contractor to submit evidence of compliance with the requirements of governing authorities.

B. When the conditions of paragraph 1.02 A. are met the Contractor shall submit to the Consultant:

1. A written notice that it considers the Work, or portion thereof, is substantially complete, and request an inspection.

C. Within a reasonable time after receipt of such notice, the Consultant will make an inspection to determine the status of completion.

D. When the Consultant finds that the Work is substantially complete, Consultant will:

1. Attend a Substantial Completion walk-through of the facility to include the CITY, Contractor and Consultant and/or Engineer of Record to determine the completeness of the Project and readiness of the facility for occupancy.

2. Prepare and deliver to CITY a Certificate of Substantial Completion with the punchlist of items to be completed or corrected before final inspection.

1.03 FINAL INSPECTION

A. Prior to Contractors request for a final inspection the following submittals and Work must be complete:

1. Project Record Documents must be approved.

2. Equipment and systems have been tested in the presence of the CITY's representative and are operational and training, when applicable.

3. All punchlist items have been corrected.

B. The Consultant will, within reasonable time, make an inspection to verify the status of completion with reasonable promptness after receipt of Contractor's request.

C. Should the Consultant consider that the Work is incomplete or defective:

1. The Consultant will promptly notify the Contractor in writing, listing the incomplete or defective work.

2. Contractor shall take immediate steps to remedy the stated deficiencies, and send another written certification to the Consultant that the Work is complete.

3. The Consultant will within a reasonable amount of time, reinspect the Work and the Contractor shall be liable for reinspection fees as described in paragraph 1.04.

D. When the Consultant finds that the Work is acceptable under the Contract Documents, the Contractor may make closeout submittals.

1.04 REINSPECTION FEES

A. Should the Consultant perform reinspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:

1. Contractor will compensate the CITY for such additional services.

2. CITY will deduct the amount of such compensation from the final payment to the Contractor.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS

A. Warranties and Bonds: To requirements of Section SC01740.

B. Evidence of Payment and Release of Liens: To requirements of General and Supplementary Conditions.

C. Certificate of Insurance for Products and Completed Operations.

D. Final Application for Payment

E. Certificate of Substantial Completion.

F. Certificate of Final Inspection, Testing, and Acceptance

G. Closeout of all applicable permits:
1. State or other jurisdictional permits (as applicable):
   a. FDOT
   b. LWDD
   c. SFWMD
   d. USACE
   e. FEC
   f. CSX
2. PBC ROW/MOT
3. PBC Health Department
4. PBC Building Department
5. City of Boynton Beach – Right-of-Way (ROW)
6. City of Boynton Beach Building Department

1.06 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final statement of accounting to the Consultant.

B. Statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum.

2. Additions and deductions resulting from:

   a. Previous change orders or written amendment.

   b. Allowances.

   c. Unit prices.

   d. Deductions for uncorrected work.

   e. Deductions for liquidated damages.

   f. Deductions for reinspection payments.

   g. Other adjustments.

3. Total Contract Sum, as adjusted.

4. Previous payments.

5. Sum remaining due.

C. Consultant will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.07 FINAL APPLICATION FOR PAYMENT

A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

1.08 RECORD DOCUMENT SUBMITTAL REQUIREMENTS

A. Submit data on 8 ½ x 11inch pages in three-ring binders with durable covers.

B. Prepare binder cover and binder spine with printed title “RECORD DOCUMENT MANUAL”, title of project, and subject matter of binder when multiple binders are required.

C. Internally subdivide the binder contents with permanent page dividers and tabs.

D. Contents: Prepare a Table of Contents as follows:

1. Part 1: Directory, listing names, addresses, and telephone numbers of Engineer, Contractor, Subcontractors and major equipment suppliers.
2. Part 2: Project documents and certificates, including the following:
   a. Certificate of Substantial Completion with signed-off Substantial Completion punchlist.
   b. Certificate of Final Acceptance.
   c. Warranty of Title, form WT-1
   d. Final Release of Lien
   e. Pre- and Post-construction videos and photographs on DVD or CD.
   f. Certifications of closeout of all applicable permits (NPDES, PBC Health Department,

SFWMD, LWDD, PBC or CBB Building Permits, etc.)

E. Submit Operation and Maintenance (O & M) Manuals for all equipment. The O&M Manuals shall include the following information:
   a. Manufacturer's name, address, and telephone number.
   b. List of equipment
   c. Parts list for each component
   d. Operating instructions
   e. Maintenance instructions for equipment and systems.

F. Submit to the CITY, one (1) draft copy of the RECORD DOCUMENT MANUAL fifteen (15) days prior to the request for Final Inspection, Testing and Acceptance. This copy will be reviewed and returned prior to Final Inspection, Testing and Acceptance, with the CITY's comments. Revise content of all document sets as required.

G. Submit one (1) revised FINAL RECORD DOCUMENT MANUAL and six (6) sets for all Operation and Maintenance Manuals, within ten (10) days after Final Inspection, Testing and Acceptance. .

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

A. Submit written certification that the Work has been completed in accordance with Contract Documents and is ready for the Substantial Completion and/or Final Completion walk-throughs.

B. Provide submittals to the Consultant and the CITY that are required by governing or permitting authorities such as Palm Beach County Health Department, Palm Beach County Traffic/Land Development, FDOT, etc. in order to closeout the project.

C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and full release of retainage.

D. Final payment and release of retention with NOT be made until the RECORD DOCUMENT MANUALS, Operation and Maintenance Manuals, and the "AFTER" photographic survey, video, and photographs on DVD/CD have been received and accepted by the CITY.

END OF SECTION

SECTION 01705 - RECORD DRAWING REQUIREMENTS

PART 1 GENERAL

1.01 The terms “Record Drawing” and “As-Built Drawing” shall be synonymous. However, it is the CITY’s preference to refer to these drawings as “Record Drawings”. The Record Drawings are prepared by the Contractor and are used to document the actual construction and other conditions noted in the Contract Documents.

1.02 REQUIREMENTS INCLUDE

A. Contractor shall maintain at the site, a record copy of:

1. Drawings

2. Approved Shop Drawings, Product Data and Samples

3. Field Test Records

1.03 RELATED SECTIONS:

A. Measurement and Payment – Section SC01025

B. Shop Drawings, Work Drawings, and Samples – Section SC01340

C. Testing Laboratory Services – Section SC01410

D. Substitutions and Product Options – Section SC01630

1.04 RELATED REQUIREMENTS

A. The completed final Record Drawings shall be certified by a Florida Registered Land Surveyor. This certification shall consist of the surveyor’s embossed seal bearing his/her registration number, the surveyor’s signature and date (of the survey) on each sheet of the drawing set (including the cover and key sheet). Standard Detail sheets are not required to be included in the Record Drawing set. In addition, all Record Drawing sheets shall list the company name, business address, and telephone number of surveyor. Additionally, the Record Drawings shall meet all Minimum Technical Standards (MTS) requirements.

B. AutoCAD computer generated progress Record Drawings are required to be submitted with each Application for Payment.

1.05 MAINTENANCE OF RECORD DRAWINGS

A. The Contractor shall maintain full size (24”x36”) field drawings to reflect the installed / accepted items of work as the Work progresses. Upon completion of the Work, the Contractor shall submit two (2) sets of full size, signed and sealed Record Drawings and one (1) CD or DVD with the electronic PDF and AutoCAD files (AutoCAD 2010 or newer format). All Record Drawings shall be generated with AutoCAD, and conversions from any other CAD platform to AutoCAD once the drawings are finished are not allowed. Points collected shall be generated with AutoCAD Land Desktop or AutoCAD Civil 3D. An electronic set of the design drawings (including all pertinent XREF’s, CTB files, images, etc.) will be furnished to the Contractor by the design engineer at no cost.

B. Contractor shall label each document, “PROJECT RECORD DRAWING” in neat large printed letters, or by rubber stamp.

C. Contractor shall maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.

D. Record information must be created concurrently with construction progress. Contractor shall not conceal any work until required information is recorded.

E. Contractor shall make documents and samples available for inspection by CITY and CONSULTANT at all times.

1.06 RECORD DRAWINGS

A. Survey/GPS Points: All points shall be collected via NAD83 FL State Plane coordinates and elevations collected via the NAVD88 vertical datum. All drawings shall be in the proper coordinate base, coordinates shall be called out on the drawings, and all field collected data shall be submitted in comma delimited text electronic format.

B. Record Drawings shall include complete as installed information including paving and drainage relative to pavement location; concrete curb; gutter and sidewalks; elevations of surface drainage flows to insure proper routings of storm water runoff; location of inlets, manholes, outfalls, endwalls and

control structures; as well as pipe inverts, top of grates, rim elevations, and other features that were constructed in the Project.

C. The Record Drawings shall include complete as installed information of the utility systems, (water, sanitary sewer and storm water systems) including service laterals, sample points, valves, backflow preventers, information relative to location of manholes, valve pits (enclosures), wet wells, lift stations, as well as the inverts and rim elevations, and any other features that were either constructed as part of the project or discovered during the construction of the project. Any and all As-Built utilities that vary from the design drawing set shall be moved spatially to its correct locations and reflected accordingly in the AutoCAD, PDF, and hard copy Record Drawings.

D. Dimensional ties to water lines shall be provided, both horizontal and vertical, at a minimum of every 200 linear feet (lf). Each water line dimensional tie shall include centerline stationing and be referenced to the nearest edge of roadway paving with elevation of the top of the pipe.

E. Contractor's Record Drawings shall include the key sheet / key map with exact system pipe line and valve locations indicated including GPS coordinates.

F. Computer generated Record Drawings shall be submitted; data in tabular form will not be accepted.

G. Additionally, Station & Offset and GPS coordinates certified by the surveyor, shall be provided for:

1. Water Mains (including raw water as applicable): Valves, fittings, fire hydrants, permanent sample points, service taps and meters.

2. Sanitary Sewers: - Manholes and cleanouts.

3. Stormwater systems: Inlets, manholes and outfalls (including MES).

4. Force Mains: Valves and fittings.

5. Reuse Mains: Valves, fittings, permanent sample points, service taps and meters.

6. Wellfields: Wellheads and valves

7. General: Street light poles, hand-holds and pull boxes

H. Representative items of work that shall be shown on the Record Drawings as verified, changed or added are shown below:

1. Plans:

a. Structure types, location with grade of rim and flow-line elevations.

b. Piping system type (water main, gravity sewer, etc.), length, size and elevations.

c. Utility type, length, size and elevation in conflict structures

d. All maintenance access structures, valve pits, valves and hydrants within right-of way.

e. Critical spot elevations at high or low intersections and the midpoint of all intersections.

f. Sewer laterals.

2. Pavement Marking and Signing Plans: Sign location where installed if different from plans.

I. Record Drawing shall include the following criteria at a minimum.

1. Record Drawings of water lines shall include the following information:

a. Top of pipe elevations and horizontal location every 100 linear feet (lf).

b. Separation callouts between water main, sanitary sewer mains and laterals, reclaimed water and storm drainage piping and structures.

c. Final elevations of surface feature including roadway crown, edge of

pavement (roadway and sidewalk) and swale elevations every 200 liner feet (lf).

d. Station and Offset, GPS locations and elevations of fittings, valves, fire hydrants, permanent sample points and water service taps and meters.

e. All tie-ins to existing lines shall be shown in an enlarged detail of the tie-in configuration.

f. All water services

2. Record Drawings of all gravity sanitary sewer lines include the following information:

a. Rims, inverts and length of piping between structures as well as slopes.

b. Separation callouts between water main, sanitary sewer mains and laterals and storm drainage piping and structures.

c. The stub ends of all sewer laterals shall be located via GPS and if there are any cleanouts installed on the sewer laterals then the invert elevation of these cleanouts need to be obtained.

.

3. Force main Record Drawings shall be prepared the same as the water line Record Drawings.

4. Record Drawings of all storm water drainage systems shall include the following information:

a. Structures, grate elevations, inverts and diameter and length of pipe line between structures, type of drainage system (conveyance and/or exfiltration) and weir elevations if applicable.

b. Separation callouts between water main, sanitary sewer mains and laterals and storm drainage piping and structures.

c. Cross section (ROW to ROW) every 50 feet or critical change in elevation and at each inlet showing sidewalk, inlet grate and/or top and bottom of swale/slope, edge of roadway, roadway crown, edge of roadway, grate and sidewalk elevations.

6. All rock and asphalt Record Drawings for parking lot, roadways and swales areas shall consist of the following:

a. Rock elevations at all high and low points, and at enough intermediate points to confirm slope consistency and every 50’ for roadways.

b. Rock elevations shall be taken at all locations where there is a finish grade elevation shown on the design plans.

c. All catch basin and manhole rim / grate elevations shall be shown.

d. Elevations around island areas are required.

e. As constructed elevations shall be taken on all paved and unpaved swales prior to placement of asphalt and/or topsoil/sod, at enough intermediate points to confirm slope consistency and conformance to the plan details.

7.

b. If a change is made via field order or deviation to any structure, pipeline, etc., a new

location shall be noted on the Record Drawings. The Consultant may request additional Record Drawing information to verify horizontal or vertical locations.

1.07 SUBMITTAL

A. Record Drawings - As a condition precedent to the Contractor's request for Substantial Completion Inspection, the Contractor shall furnish to CITY a complete set of full size paper prints, marked-up Record Drawings with "RECORD DRAWINGS" clearly printed on each sheet for review and approval and acknowledge the receipt of marked up plans, comments that shall be addressed before Final Completion. If there was no change to the drawing, it shall be marked "RECORD DRAWING – NO CHANGE" All final Record Drawing sheets shall be certified, signed and sealed by the Contractor's surveyor.

B. Additionally, the Contractor shall certify by stamping and signing each Record Drawing sheet indicating the fact that it has been reviewed and accepted.

C. Initially, two (2) signed and sealed paper prints are to be submitted to the Project Manager for review. Following review by the Consultant and CITY, any comments are to be addressed. On final submission, the following items shall be provided:

1. Two (2) sets of signed and sealed drawings (24 in. x 36 in.). If sent by mail or courier, the drawings shall be packaged in properly sized shipping tubes.

2. PDF and AutoCAD electronic files on CD or DVD. All proposed data must be crossed out and the computer generated As-Built data must be easily identified and put on AutoCAD layers other than those used by the Design Engineer, with the text "ASB" preceding the layer name. A bold or different font and line weight may be used. A sample of record data must be added to the legend and shown on each plan/profile sheet.

D. The electronic files submitted must be in PDF and AutoCAD 2017 or newer format. All digital files are to be copied on CD or DVD. All fonts and line types shall be from the standard AutoCAD library. Any attachments to drawings (i.e., XREFs, Images, CTB files, or any such attached files) shall be written to CD or DVD. Original layer states shall be saved in AutoCAD prior to making any changes to drawings using the Layer State Manager under the Layer Properties Manager dialog box. As a minimum requirement, electronic files must include all features that were shown on the approved construction plans.

E. When identified on the Schedule of Bid Items as a separate pay item, Record Drawings shall be paid for once the FINAL project Record Drawings have been submitted to and accepted by the CITY and CONSULTANT.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION - Not Used.

END OF SECTION

SECTION 01710 – CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Contractor shall execute cleaning, during progress of the Work and at completion of the Work.

1.02 DISPOSAL REQUIREMENTS

A. Contractor shall conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.

B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.

C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 DURING CONSTRUCTION

A. Execute daily cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations or personal activities.

B. Remove waste materials, debris and rubbish from the site as needed and dispose of at legal disposal areas away from the site.

C. Contractor shall coordinate and cooperate with the CITY for the routine collection of garbage, debris and recycle materials by assuring access to oversized vehicles. If access to the property owner pick-up points, Contractor shall gather the collection bins, stage them in a pick-up area and then return to the individual property owners after the garbage and/or recycle has been picked-up.

3.02 DUST CONTROL

A. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until paint is finished.

B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3.03 FINAL CLEANING

A. Employ skilled workmen for final cleaning.

B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.

C. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas, to verify that the entire Work is clean.

END OF SECTION

SECTION 01720 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 IN-PROGRESS PROJECT RECORD DOCUMENTS

A. All dimensions and annotations that are noted below shall be included on the progress and final Record Drawings. Contractor shall maintain on site one (1) record copy for the Consultant of the following as it progresses:

1. Drawings:

2. Specifications

3. Addenda.

4. Change Orders and other modifications of the Contract.

5. Consultant's Field Orders or written instructions.

6. Approved Shop Drawings, Working Drawings and Samples.

7. Field Test records.

9. Construction photographs.

B. Related Requirements Described Elsewhere:

2. Shop Drawings, Working Drawings and Samples: Section SC01340.

3. Construction Photographs: Section SC01380.

4. Video and Photographic Site Survey: Section SC01390

1.02 RECORDING

A. Label each document "PROJECT RECORD" in neat large printed letters.

B. Record information concurrently with construction progress.

1. Do not conceal any work until required information is recorded.

C. Drawings: Legibly mark to record actual construction:

1. Depths of various elements of foundation in relation to finish first floor datum.

2. Location of existing internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.

3. Field changes of dimension and detail.

4. Changes made by Field Order or by Change Order.

5. Details not on original Contract Drawings.

6. Equipment and piping relocations.

D. Specifications and Addenda: Legibly mark each section to record:

1. Manufacturer, trade name, catalog number of Supplier of each product and item of equipment actually installed.

2. Product substitutions and alternates utilized.

3. Changes made by Field Order or by Change Order.

1.02 SUBMITTAL

A. At Contract closeout, deliver Record Documents to the Consultant for the CITY.

B. Accompany submittal with transmittal letter in duplicate, containing:

1. Date.

2. Project title and number.

3. Contractor’s name and address.

4. Title and number of each Record Document.

5. Signature of Contractor or his authorized representative.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01730 - OPERATING AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Contractor shall compile product data and related information appropriate for CITY's maintenance and operation of products furnished under Contract.

a. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of Specifications.

2. Contractor shall instruct CITY's personnel in maintenance of products and in operation of equipment and systems.

B. Related Requirements Described Elsewhere:

1. Contract Closeout: Section SC01700

2. Project Record Documents: Section SC01720

1.02 QUALITY ASSURANCE

A. Preparation of data shall be done by personnel:

1. Trained and experienced in maintenance and operation of described products.

2. Familiar with requirements of the Section.

3. Skilled as technical writer to the extent required to communicate essential data.

4. Skilled as draftsman competent to prepare required drawings.

1.03 FORM OF SUBMITTALS

A. Prepare data in form of an instructional manual for use by CITY's personnel.

B. Format:

1. Size: 8-1/2 inches x 11 inches.

2. Paper: 20 pound minimum, white, for typed pages.

3. Text: Manufacturer's printed data, or neatly typewritten.

4. Drawings:

a. Provide reinforced punched binder tab, bind in with text.

b. Reduce larger drawings and fold to size of text pages but not larger than 14 inches x 17 inches.

5. Provide fly-leaf for each separate product, or each piece of operating equipment.

a. Provide typed description of projects and major component parts of equipment.

b. Provide identified tabs.

6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:

a. Title of Project.

b. Identity of separate structure as applicable.

c. Identity of general subject matter covered in the manual.

C. Binders:

1. Commercial quality three-post binders with durable and cleanable plastic covers.

2. Maximum post width: 2 inches.

3. When multiple binders are used, correlate the data into related consistent groups.

1.04 CONTENT OF MANUAL

A. Neatly typewritten table of contents for each volume, arranged in systematic order.

1. Contractor, name of responsible principal, address and telephone number.

2. A list of each project required to be included, indexed to content of the volume.

3. List, with each project, name, address and telephone number of:

a. Subcontractor or installer.

b. A list of each product required to be included, indexed to content of the volume.

c. Identify area of responsibility of each.

d. Local source of supply for parts and replacement.

4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.

B. Product Data:

1. Include only those sheets which are pertinent to the specific product.

2. Annotate each sheet to:

a. Clearly identify specific product or part installed.

b. Clearly identify data applicable to installation.

c. Delete references to inapplicable information.

C. Drawings:

1. Supplement product data with drawings as necessary to clearly illustrate:

a. Relations of component parts of equipment and systems.

b. Control and flow diagrams.

2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.

3. Do not use Project Record Documents as maintenance drawings.

D. Written test, as required to supplement product data for the particular installation:

1. Organize in consistent format under separate headings for different procedures.

2. Provide logical sequence of instruction of each procedure.

E. Copy of each warranty, bond and service contract issued.

1. Provide information sheet for CITY's personnel, give:

a. Proper procedures in event of failure.

b. Instances which might affect validity of warranties or bonds.

1.05 MANUAL FOR MATERIALS AND FINISHES

A. Submit **six (6) copies** of complete manual in final form to the CITY through the CONSULTANT.

B. Content: for architectural products, applied materials and finishes:

1. Manufacturer's data, giving full information on products.

a. Catalog number, size, composition.

b. Color and texture designations.

c. Information required for reordering special manufacturing products.

2. Instructions for care and maintenance.

a. Manufacturer's recommendation for types of cleaning agents and methods.

b. Cautions against cleaning agents and methods which are detrimental to product.

c. Recommend schedule for cleaning and maintenance.

C. Content, for moisture protection and weather-exposed products:

1. Manufacturer's data, giving full information on products.

a. Applicable standards.

b. Chemical composition.

c. Details of installation.

2. Instructions for inspection, maintenance and repair.

D. Additional requirements for maintenance data: Respective sections of Specifications.

1.06 MANUAL FOR EQUIPMENT AND SYSTEMS

A. Submit five (5) copies of complete manual in final form to the CITY through the CONSULTANT.

B. Content, for each unit of equipment and system, as appropriate:

1. Description of unit and component parts.

a. Function, normal operating characteristics, and limiting conditions.

b. Performance curves, engineering data and tests.

c. Complete nomenclature and commercial number of replaceable parts.

2. Operating procedures:

a. Start-up, break-in, routine and normal operating instructions.

b. Regulation, control, stopping, shut-down and emergency instructions.

c. Summer and winter operating instructions.

d. Special operating instructions.

3. Maintenance procedures:

a. Routine operations.

b. Guide to "trouble-shooting".

c. Disassembly, repair and reassembly.

d. Alignment, adjusting and checking.

4. Servicing and lubrication required.

5. Manufacturer's printed operating and maintenance instructions.

6. Description of sequence of operation by control manufacturer.

7. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.

a. Predicted life of parts subject to wear.

b. Items recommended to be stocked as spare parts.

8. As-installed control diagrams by controls manufacturer.

9. Each contractor's coordination drawings.

a. As-installed color coded piping diagrams.

10. Charts of valve tag numbers, with location and function of each valve.

11. List of original manufacturer's spare parts, manufacturer's current prices and recommended quantities to be maintained in storage.

12. Other data as required under pertinent sections of specifications.

C. Content, for each electric and electronic systems, as appropriate:

1. Description of system and component parts.

a. Function, normal operating characteristics, and limiting conditions.

b. Performance curves, engineering data and tests.

c. Complete nomenclature and commercial number of replaceable parts.

2. Circuit directories and panelboards.

a. Electrical service

b. Controls

c. Communications

3. As installed color coded wiring diagrams.

4. Operating procedures:

a. Routine and normal operating instructions.

b. Sequences required.

c. Special operating instructions.

5. Maintenance procedures:

a. Routine operations.

b. Guide to "trouble-shooting".

c. Disassembly, repair and reassembly.

6. Manufacturer's printed operating and maintenance instructions.

7. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.

8. Other data as required under pertinent sections of specifications.

D. Prepare and include additional data when the need for such data becomes apparent during instruction of CITY's personnel.

E. Additional requirements for operating and maintenance data: Respective sections of Specifications.

1.07 SUBMITTAL SCHEDULE

A. Submit two (2) copies of completed data in final form to the CITY through the CONSULTANT no later than thirty (30) days following the Consultant's review of the last shop drawing and/or other submittal specified under Section SC01340.

1. One copy will be returned with comments to be incorporated into final copies.

B. Submit **six (6) copies** of approved manual in final form directly to the offices of the Consultant, within thirty (30) calendar days of product shipment to the project site and preferably within 30 days after the reviewed copy is received.

C. Append six (6) copies of addendum to the operation and maintenance manuals as applicable and certificates as specified within thirty (30) days after final inspection and plant start-up test.

1.08 INSTRUCTION OF CITY'S PERSONNEL

A. Fully instruct CITY's designated operating and maintenance personnel in operation, adjustment and maintenance of products, equipment and systems.

B. Review operating and maintenance manual with CITY's operating and maintenance personnel in full detail to explain all aspects of operations and maintenance.

C. A list shall be provided to the CITY detailing the date, time and attendees of all training sessions.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01740 - WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Contractor shall compile specified warranties and bonds, as in Article 5 and 13 of the General Conditions and as specified in these Specifications.

B. Related Work Described Elsewhere:

1. General Conditions: Articles 5 and 13

2. Contract Closeout: Section SC01700.

1.02 SUBMITTAL REQUIREMENTS

A. Assemble warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.

B. Number of original signed copies required: Two (2) each.

C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.

1. Product of work item.

2. Firm, with name of principal, address and telephone number.

3. Scope.

4. Date of beginning of warranty, bond or service and maintenance contract.

5. Duration of warranty, bond or service maintenance contract.

6. Provide information for CITY's personnel:

a. Proper procedure in case of failure.

b. Instances which might affect the validity of warranty or bond.

7. Contractor, name of responsible principal, address and telephone number.

1.03 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:

1. Size 8-1/2 inches by 11 inches, punch sheets for standard three (3) post binder.

a. Fold larger sheets to fit into binders.

2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:

a. Title of Project.

b. Name of Contractor.

C. Binders: Commercial quality, three (3) post binder, with durable and cleanable plastic covers and maximum post width of two (2) inches.

1.04 WARRANTY SUBMITTALS REQUIREMENTS

A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by the CITY.

B. The Contractor shall be responsible for obtaining certificates for equipment warranty for all major equipment specified under technical specifications for Divisions 11: Equipment; 13: Special Construction; 15: Mechanical; and 16: Electrical and which has at least a 1 hp motor or which lists for more than $1,000. The Consultant reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.

C. In the event that the equipment manufacturer or supplier is unwilling to provide a one (1) year warranty commencing at the start of the Correction Period, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the Contractor of the one (1) year warranty.

D. The CITY shall incur no labor or equipment cost during the guarantee period.

E. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate equipment design, improper assembly or

erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by the manufacturer.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01800 - MISCELLANEOUS WORK AND CLEANUP

1 PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. This Section includes operations which cannot be specified in detail as separate items but can be sufficiently described as to the kind and extent to work involved. The Contractor shall furnish all labor, materials, equipment and incidentals to complete the work under this Section.

2. The work of this Section includes, but is not limited to, the following:

a. Restoring of driveways and fences.

b. Cleaning up.

c. Incidental work.

2 PART 2 - PRODUCTS

2.01 MATERIALS

A. Materials required for this Section shall be of the same quality as materials that are to be restored. Where possible, the Contractor shall reuse existing materials that are removed and then replaced.

3 PART 3 - EXECUTION

3.01 RESTORING OF DRIVEWAYS AND FENCES

A. Existing public and private driveways disturbed by the Contractor shall be replaced. Paved drives shall be repaved to the limits and thickness existing prior to construction. Gravel drives shall be replaced and regraded.

B. The Contractor shall remove, store and replace existing fences during construction. Only the sections directed by the Consultant shall be removed. If any section of fence is damaged due to the Contractor's negligence, it shall be replaced with fencing equal to or better than that damaged, and the work shall be satisfactory to the Consultant.

3.02 CLEAN UP

A. The Contractor shall remove all construction material, buildings, equipment and other debris remaining on the job as the result of construction operations and shall render the site of the work in a neat and orderly condition.

3.03 INCIDENTAL WORK

A. Do all incidental work not otherwise specified, but obviously necessary for the proper completion of the contract as specified and as shown on the Drawings.

END OF SECTION

THIS DOCUMENTS

BEHIND THIS PAGE

MUST ACCOMPANY PROPOSAL

IN ORDER FOR SUBMITTAL

TO BE CONSIDERED

COMPLETE AND ACCEPTABLE

BID FORM

WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION

BID No.: UTL25-002

TO BE COMPLETED AND UPLOADED ONLINE

The City of Boynton Beach is seeking the services of a qualified Vendor to furnish, install and provide all labor to complete the City's project known as **WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION PROJECT.**

Submitted By: _____ Date: _____
(VENDOR)

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 **Vendor must** submit a **valid General Contractors license** and have successfully completed a minimum of three **(3) Laboratory Renovation projects or similar scope and complexity over the past five (5) years**, in the State of Florida, and must be able to document the required experience upon request.

1. The undersigned VENDOR 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 acceptable for ninety (90) days after the day of Bid opening. VENDOR 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, VENDOR represents, as more fully set forth in the Contract, that

   a. VENDOR has examined the Bid Documents, including addenda.

   Receipt of all of which is hereby acknowledged;

   b. VENDOR 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. VENDOR 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 VENDOR.

4. VENDOR 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 check and certified to be correct. Such Bid Prices are fixed and firm and shall be paid to VENDOR for the successful completion of its obligation as specified in the Bid Documents.

THIS PAGE IS TO BE SUBMITTED ALONG WITH BID FOR PACKAGE
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5. VENDOR agrees that the WORK will be substantially completed within **210** 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. VENDOR accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the WORK on time.

7. Communications concerning this Bid shall be as follows:

Contact Person _____

Business Address _____

City, State, Zip Code _____

Business Phone Number _____

Email Address _____

Cell Phone Number _____

8. Other pertinent information is as follows:

License Number (Please attach copy) _____

Federal Tax ID# _____

Federal Employment ID# _____

Submitted on this _____ day of _____, 20___.

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

Signature of BIDDER _____

By _____

b. (If a corporation)

(Affix Seal) Signature of BIDDER _____

By _____

Attested by Secretary _____

Incorporated under the laws of the State of _____.

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BID BOND

WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION

BID No.: UTL25-002

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS, that _____

as Principal, and _____, as Surety, authorized to do business in the State of Florida are held and firmly bound unto the Owner, City of Boynton Beach in the penal sum of _____ Dollars ($_____) lawful money of the United States, for the payment of which sum will and truly to be made, we bond ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, 20____, for:

(**WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION**)

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.

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IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this _____ day of _____ , 20___ , being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of is governing body.

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

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

PRINCIPAL:

_____
Name of Firm

WITNESS:

_____

_____ _____
Signature of Authorized Officer (affixed seal)

_____
Title

_____
Business Address

_____
City and State

SURETY:

_____
Corporate Surety

WITNESS:

_____ _____
Attorney-in-Fact (affix seal)

_____
Business Address

_____
City and State

_____
Name of Local Insurance Agency

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CERTIFICATE AS TO CORPORATE PRINCIPAL

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

_____
Secretary (corporate seal)

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared by means of ___physical presence or ___online notarization _____to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the Principal named therein in favor for the Owner, the City of Boynton Beach.

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CERTIFICATE AND AFFIDAVIT FOR BONDS

TO: CITY OF BOYNTON BEACH COMMISSIONERS

RE: Bid Number: UTL25-002

VENDOR: _____

Name: _____

Address: _____

City/ State: _____ ZIP: _____

Phone: _____

Bond Amount: _____

SURETY BOND COMPANY:

Name: _____

Address: _____

City/ State: _____ ZIP: _____

Phone: _____

This is to certify that in accordance with 287.0935, Florida Statutes the insurer named above:

1. Is licensed to do business in Florida, holds a certificate of authority authorizing it to write surety bonds in the state of Florida, and is otherwise in compliance with the provisions of the Florida Insurance Code;
2. Has twice the minimum surplus and capital required by the Florida Insurance Code; and
3. Holds a current valid certificate of authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

_____ _____

Date Agent and Attorney-in-Fact

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BIDDER'S QUALIFICATION STATEMENT

WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION

BID No.: UTL25-002

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted By:

Name: _____

Address: _____

City, State, Zip: _____

Telephone No.: _____

Email Address.: _____

Check One	
Corporation	☐
Partnership	☐
Individual	☐
Other	☐

1. State the true, exact, correct, and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Vendor is:

   _____

   The address of the principal place of business is:

   _____

   _____

2. If Vendor is a corporation, answer the following:

   a. Date of Incorporation: _____

   b. State of Incorporation: _____

   c. President's name: _____

   d. Vice President's name: _____

   e. Secretary's name: _____

   f. Treasurer's name: _____

   g. Name and address of Resident Agent: _____

3. If Vendor is an individual or a partnership, answer the following:

   a. Date of organization: _____

   b. Name, address, and ownership units of all partners:

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_____
_____
_____

c. State whether general or limited partnership: _____

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

_____
_____
_____

5. If Vendor is other than an individual, corporation, or partnership, describe the organization and give the name and address of principals:

_____
_____
_____

6. If Vendor is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

_____

7. How many years has your organization been in business under its present business name?

_____

Under what other former names has your organization operated?

_____
_____
_____

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

_____

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

_____
_____
_____

10. Indicate registration, License Numbers, or Certificate Numbers for the business or professions, which are the subject of this Bid. Attach Certificate of Competency and or State Registration.

_____

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

_____
_____

12. State the name and address of the Attorney, if any, for the business.

_____
_____

13. State the names and addresses of all businesses and/or individuals who own and have an interest of more than five percent (5%) of the Vendor's business and indicate the percentage owned by each such business and/or individual:

_____

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by the Vendor:

15. Has the Vendor or any principals of the Firm failed to qualify as a responsible Vendor, 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:

16. What will be your turnaround time for written responses to the City's inquires?

17. Is the financial statement submitted with your bid (if applicable) for the identical organization name for Question #1?
YES □ NO □

18. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

19. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Vendor, its parent or subsidiaries, or predecessor organizations during the past five (5) years. Include in the description, the disposition of each petition.

20. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Vendor 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 in which the dispute arose, and a description of the subject matter of the dispute.

21. Is the Vendor currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify in detail the circumstances and prospects for resolution.

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

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

		Revenue Index Number
a.	Government Related Work	
b.	Non-Governmental Related Work	
	Total Work (a +b):	

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Services Revenue Index Number

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

24. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule.

_____

_____

25. Provide a description of quality assurance/quality control management methods.

_____

_____

The VENDOR 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 VENDOR to be true. The discovery of any omission or misstatement that materially affects the VENDOR'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 VENDOR 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. VENDOR hereby indemnifies the CITY and persons or entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

(Signed)_____

(Title)_____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me

This _____ day of _____, 202__.

_____

Notary Public (Signature)

My Commission Expires: _____

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ANTI-KICKBACK AFFIDAVIT

WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION

BID No.: UTL25-002

TO BE COMPLETED AND UPLOADED ONLINE

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 or gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____
NAME - SIGNATURE

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

Sworn and subscribed before me
this _____ day of _____ , 20___

Printed Information:

_____
NAME

_____
TITLE

_____
NOTARY PUBLIC, State of Florida
at Large

_____
COMPANY

_____
"OFFICIAL NOTARY SEAL" STAMP

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TO BE CONSIDERED COMPLETE AND ACCEPTABLE

NON-COLLUSION AFFIDAVIT OF PROPOSER
WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION
BID No.: UTL25-002

TO BE COMPLETED AND UPLOADED ONLINE

State of _____)
:
County of_____)

_____, being first duly sworn, deposes and says that:

1) He is _____ of _____, the Vendor that
(Title) (Name of Corporation or Integrator)
has submitted the attached Bid:

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

3) By signing and submitting this bid, the Vendor certifies that this bid is made independently and free from collusion;

4) Further, the said Vendor 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 Vendor, integrator 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 Vendor, integrator or person to fix the price or prices in the attached Bid or of any other Vendor, or to fix any overhead, profit or cost element of the Bid price or the Bid price of other Vendor 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 Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6) Vendor shall disclose below, to their best knowledge, any City of Boynton Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1)(c), Florida Statutes, who is an officer of director or, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any City of Boynton Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the Vendor, or if they otherwise stand to personally gain if the contract is awarded to this Vendor.

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7) Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the VENDOR does not indicate any names, the CITY shall interpret this to mean that the VENDOR has indicated that no such relationships exist. Failure of a VENDOR to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	**RELATIONSHIP**
_____	_____
_____	_____

Witnesses:

_____
Typed name:

_____
Typed name:

VENDOR:

Signed: _____

Name: _____

Title: _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me

This _____ day of _____, 20 _____

_____
Notary Public (Signature)

My Commission Expires: _____

(Signed)_____

(Title)_____

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TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION

BID No.: UTL25-002

TO BE COMPLETED AND UPLOADED ONLINE

I, _____, on behalf of _____certify

Print Name and Title Company Name

that _____does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Consultant of the City's determination concerning the false certification. The Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

1) Contracting with companies for goods or services if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with

activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____ _____

COMPANY NAME SIGNATURE

_____ _____

PRINT NAME TITLE

_____

DATE

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This _____day of _____, 202_

_____
Notary Public (Signature)

_____
My Commission Expires:

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

WARRANTIES

WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION

BID No.: UTL25-002

TO BE COMPLETED AND UPLOADED ONLINE

In consideration of, and to induce the Award of **THE CITY OF BOYNTON BEACH, FLORIDA,** Construction Contract described in these Bid Documents, the Vendor represents and warrants to the City of Boynton Beach, Florida:

1. The Vendor is financially solvent and sufficiently experienced and competent to perform all of the work required of the Vendor in the Construction Contract; and

2. That the facts stated in the Vendor's Bid and information given the Vendor pursuant to the request or proposal for Bids, instructions to Vendors and Specifications are true and correct in all respects; and

3. That the Vendor has read and complied with all of the requirements set forth in the request for Bids, instructions to Vendors and Specifications; and

4. That the Vendor 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 Vendor 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 Vendor 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 Vendor notice that the materials failed to fulfill the warranty; such notice shall state in what respect the materials have failed to fulfill the warranty, whereupon the Vendor 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 Vendor 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 Vendor has products liability and completed operations insurance, in minimum amounts of One Million ($1,000,000.00) Dollars for property damage and One Million ($1,000,000.00) Dollars for personal injury as shown on the

Certificates of such Insurance attached hereto, and the Vendor agrees to keep such insurance coverage during the period of this Warranty; and

10. That it is an express condition of this Warranty that the item(s) hereby warranted shall be operated and maintained by the City in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the Vendor, and in accordance with the Vendor'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 Vendor 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 Vendor that the City of Boynton Beach, Florida, is induced to enter the Construction Contract in reliance upon this Warranty.

SIGNED, sealed and delivered on this __day of _____, 20___.

(SEAL) VENDOR:

By _____

ATTEST:

_____
Secretary

CITY OF BOYNTON BEACH
E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES
TO BE COMPLETED AND UPLOADED ONLINE

Project Name: **WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION**

Solicitation No.: **UTL25-002**

1. Definitions:

   "CONTRACTOR" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "CONTRACTOR" includes, but is not limited to, a vendor or consultant.

   "SUB-CONTRACTOR" means a person or entity that provides labor, supplies, or services to or for a CONTRACTOR or another SUB-CONTRACTOR in exchange for salary, wages, or other remuneration.

   "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, CONTRACTORS, shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. CONTRACTOR shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

   a) All persons employed by a CONTRACTOR to perform employment duties within Florida during the term of the contract; and

   b) All persons (including sub-vendors/sub-consultants/sub-CONTRACTORS) assigned by CONTRACTOR to perform work pursuant to the contract with the City of Boynton Beach. The CONTRACTOR acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

   c) Should vendor become the successful CONTRACTOR awarded for the above-named project, by entering into the contract, the CONTRACTOR shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all SUB-CONTRACTORS to provide an affidavit attesting that the SUB-CONTRACTOR does not employ, contract with, or subcontract with, an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

   a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

   b) If the City has a good faith belief that a SUB-CONTRACTOR knowingly violated s. 448.095 (2), but the CONTRACTOR otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the SUB-CONTRACTOR.

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c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ____ day of _____, _____, by _____ on behalf of _____. He/she is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC

_____
(Name of Notary Typed, Printed or Stamped)

_____
Title or Rank

_____
Serial number, if any

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AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION

BID No.: UTL25-002

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: §287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____

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AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION

BID No.: UTL25-002

TO BE COMPLETED AND UPLOADED ONLINE

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____

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WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION

BID PROPOSAL TO THE CITY OF BOYNTON BEACH, FLORIDA

TO BE ENTERED INTO BIDDING SITE ONLINE

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

The undersigned proposes to deliver the service in accordance with the specifications for "**WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION".**

ITEM NO	SC01025 Section	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	VALUE
010000 GENERAL CONDITIONS						
1	1.09.A.	Mobilization/Demobilization, Bonds, Insurance and General Requirements, and As-Built Record Drawings. Contractor shall be limited to a maximum of six percent (6%) of the total bid price.	1	LS	$	$
2	1.09.A.	Indemnification	1	LS	$ 25.00	$ 25.00
Total General Conditions						**$**
024119 SELECTIVE DEMOLITION						
3	1.09.B.	Demolition of existing elevator cab finishes, see plans.	1	LS	$	$
4	1.09.B.	Demolition of existing partitions, see plans.	1	LS	$	$
5	1.09.B.	Demolition of existing floor, wall, and ceiling finishes, see plans.	1	LS	$	$
6	1.09.B.	Removal of existing light fixtures, see plans.	1	LS	$	$
7	1.09.B.	Removal of existing plumbing fixtures in laboratories, in lunch room, and in second-floor restrooms, see plans.	1	LS	$	$
8	1.09.B.	Removal of existing railing and stair finishes, see plans.	1	LS	$	$
9	1.09.B.	Removal of existing equipment, see plans.	1	LS	$	$

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ITEM NO	SC01025 Section	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	VALUE
Total Selective Demolition						**$**
030000 CONCRETE						
10	1.09.C.	Allowance for concrete floors in bathrooms to accept new construction.	1	LS	$	$
Total Concrete						**$**
051200 STRUCTURAL STEEL						
11	1.09.D.	Allowance to stiffen existing joist for new rooftop equipment.	1	LS	$	$
Total Structural Steel						**$**
055000 MISC METALS						
12	1.09.E.	Installation of new stair railing, see plans.	1	LS	$	$
Total Misc Metals						**$**
062000 FINISH CARPENTRY						
13	1.09.F.	Installation of door frames, doors, and hardware, see plans.	1	LS	$	$
Total Finish Carpentry						**$**
064000 ARCHITECTURAL WOODWORK						
14	1.09.G.	Installation of new under-counter cabinets, upper cabinets, and countertops, see plans.	1	LS	$	$
Total Architectural Woodwork						**$**
072000 THERMAL INSULATION						
15	1.09.H	Installation of wall and ceiling insulation, see plans.	1	LS	$	$
Total Thermal Insulation						**$**
075000 MEMBRANE ROOFING						
16	1.09.I.	Patch and repair existing roof due to removal and addition of roof equipment, see plans.	1	LS	$	$
Total Membrane Roofing						**$**
081000 DOOR & FRAMES						
17	1.09.J.	Steel frames, HM doors, and hardware, see plans.	1	LS	$	$

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ITEM NO	SC01025 Section	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	VALUE
		Total Door & Frames				**$**
092000 PLASTER & DRYWALL						
18	1.09.K.	F & I Gypsum board, stud, furring, backboard, and finish per plans.	1	LS	$	$
19	1.09.K.	Patch and repair existing partition walls due to renovations, see plans.	1	LS	$	$
		Total Plaster & Drywall				**$**
095000 ACOUSTICAL PANEL CEILINGS						
20	1.09.L.	F & I ceiling grid and tile per plans.	1	LS	$	$
		Total Acoustical Panel Ceilings				**$**
096000 RESILIENT FLOORING & CARPET						
21	1.09.M.	Vinyl tile, for floor and stair finishes, see plans.	1	LS	$	$
		Total Resilient Flooring & Carpet				**$**
098000 TILE & TERRAZZO						
22	1.09.N.	Second-floor restroom floor and wall finish tile, see plans.	1	LS	$	$
		Total Tile & Terrazzo				**$**
099000 PAINT & WALL COVERING						
23	1.09.O.	Ceiling and wall coating per plans.	1	LS	$	$
24	1.09.O.	Doors, frames, and trim paint coating per plans.	1	LS	$	$
25	1.09.O.	Repairing existing wall partitions.	1	LS	$	$
		Total Paint & Wall Covering				**$**
101400 SIGNAGE						
26	1.09.P.	F & I Typical room signage.	1	LS	$	$
		Total Signage				**$**
102800 TOILET & BATH ACCESSORIES						
27	1.09.Q.	Restroom accessories, see plans.	1	LS	$	$
		Total Toilet & Bath Accessories				**$**
110000 EQUIPMENT						

ITEM NO	SC01025 Section	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	VALUE
28	1.09.R.	F&I equipment, see plans.	1	LS	$	$
Total Equipment						**$**
142100 ELEVATOR FINISHES						
29	1.09.S.	F&I elevator cab finishes, see plans.	1	LS	$	$
Total Elevator Finishes						**$**
220000 PLUMBING						
30	1.09.T.	Restroom fixtures, see plans.	1	LS	$	$
31	1.09.T.	Laboratory sinks, see plans.	1	LS	$	$
32	1.09.T.	Eyewash / Shower, see plans.	1	LS	$	$
33	1.09.T.	Drinking fountain, see plans.	1	LS	$	$
34	1.09.T.	Acid waste & gas lines, see plans.	1	LS	$	$
Total Plumbing						**$**
230000 HVAC						
35	1.09.U.	Diffusers, grilles, ductwork, and new HVAC equipment for the new system, see plans.	1	LS	$	$
36	1.09.U.	New Hood system, see plans.	1	LS	$	$
Total HVAC						**$**
260000 ELECTRICAL						
37	1.09.V.	Allowance, see plans.	1	LS	$	$
Total Allowances						**$**
283000 ACCESS CONTROL						
38	1.09.W.	Allowance per opening, see plans.	1	LS	$	$
Total Access Control						**$**
283123 FIRE ALARM SYSTEM						
39	1.09.X.	Allowance, see plans.	1	LS	$	$
Total Fire Alarm System						**$**
340000 SPECIALITIES						
40	1.09.Y.	Fire Extinguishers, see plans.	1	LS	$	$

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ITEM NO	SC01025 Section	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	VALUE
41	1.09.Y.	Fire caulk and patch.				
Total Specialties						**$**
PERMIT FEES ALLOWANCE						
Total Permit Fees Allowance						**$ 50,000.00**
TOTAL BID PRICE & INDEMNIFICATION (IN NUMBERS)						**$**
TOTAL BID PRICE & INDEMNIFICATION (In Words) _____						

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

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DRAFT
CONSTRUCTION CONTRACT
WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION

SUBJECT TO REVISIONS PRIOR TO SIGNING

THIS AGREEMENT is entered into by and between the CITY OF BOYNTON BEACH, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Ave., Boynton Beach, FL 33435, hereinafter referred to as "CITY", and [type of entity: corporation/partnership/sole proprietor] authorized to do business in the State of Florida, with a business address of _____, hereinafter referred to as the "CONTRACTOR".

WHEREAS, the CITY has selected the CONTRACTOR to perform construction services related the **WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION PROJECT**; and,

WHEREAS, at its meeting of **XXXX, X, 2024**, by Resolution No. _____, the CITY Commission approved this award to CONTRACTOR and authorized the proper CITY officials to execute this Agreement hereinafter referred to as Contract No.: **UTL25-002** and used interchangeably with "Contract".

NOW, THEREFORE, CITY and VENDOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. SCOPE OF WORK. VENDOR shall furnish all labor, materials, equipment, services, and incidents necessary to perform all "WORK" described in the Contract Documents (as defined in Article 8 below) and related thereto for the Project.

Article 2. CONSULTANT. Shall mean the (CITY of Boynton Beach) / _____("CONSULTANT"), which has designed the Project and will assume all duties and responsibilities and will have the rights and authority assigned to CONSULTANT in connection with the completion of the WORK in accordance with the Contract Documents.

Article 3. CONTRACT TIME; TERMINATION; LIQUIDATED DAMAGES.

3.1. **Contract Time.** The WORK will be substantially completed within (210) [two hundred ten] calendar days from the effective date of this Agreement, 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. **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing fourteen (14) business days of written notice to VENDOR for such termination. In the event of termination, VENDOR shall be paid its compensation for services performed until the termination date, including services reasonably related to termination. In the event that VENDOR abandons this Agreement or causes it to be terminated, VENDOR shall indemnify CITY against loss pertaining to this termination.

3.3. **Termination for Cause**. In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should VENDOR 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 VENDOR of written notice of such neglect or failure.

3.4. **Liquidated Damages.** The CITY and VENDOR 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 VENDOR to perform in a timely manner, but neither one has been capable of ascertaining such damages with certainty. CITY and VENDOR 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 VENDOR agree that as liquidated damages for delay (but not as a penalty) VENDOR shall pay the CITY, [_____] Dollars ($_____) for each day of that expires after the time specified in paragraphs 3.1 for substantial completion until the WORK is substantially complete. After Substantial Completion, if VENDOR shall neglect, refuse or fail to complete the remaining WORK within the Contract Time or any proper extension thereof granted by the CITY, VENDOR shall pay CITY [_____] Dollars [$_____] for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

CITY shall pay VENDOR, for the faithful performance of the Contract, in lawful money of the United States of America, and subject to the additions and deductions as provided in the Contract Documents, a total sum as follows:

Based on the Contract prices shown in the Bid Form submitted to the CITY as subsequently revised and as stated herein, a copy of such Bid Form being a part of the Contract Documents, the aggregate amount of this Contract (obtained from either the lump sum price, the application of unit prices to the quantities shown in the Bid Form or the combination of both) not to exceed:

_____

(Written) **(Numerical)**

Article 5. PAYMENT PROCEDURES.

VENDOR 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. VENDOR 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 VENDOR shall submit with each Application for Payment, an 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 VENDOR within thirty (30) days after approval by the CITY of VENDOR'S Application for Payment and submission of an acceptable updated progress schedule.

5.4 Five percent (5) of all monies earned by the VENDOR shall be retained by the CITY until Final Completion of the construction services purchased (defined as that point at which one hundred (100) percent of the construction of the work as defined in the Contract Schedule of Values has been performed under the contract by the VENDOR) has been reached and acceptance by CITY.

5.5 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 VENDOR.
c. Failure of VENDOR to make payments properly to SUBCONTRACTORS or for material or labor.
d. Damage to another VENDOR not remedied.
e. Liquidated damages and costs incurred by the CITY for extended construction administration.

When the above grounds are removed or resolved or VENDOR 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.

5.6 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**.

5.7 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

Article 6. RETAINAGE.

Within 30 calendar days after reaching the earlier of substantial completion or beneficial occupancy, the City/Owner and the Vendor will inspect the work and develop a punch list covering those items required to render complete, satisfactory, and acceptable construction services purchased by the City/Owner. The punch list will include a schedule of values that provides the estimated cost to complete each item on the punch list. If the City/Owner and Vendor are unable to agree on an item or value, the City/Owner has final discretion whether to include an item and the amount for valuation of the cost to complete each item on the punch list. Within 20 business days after the creation of the punch list, the remaining contract balance, including retainage, will be paid to the Vendor less an amount equal to 150 percent of the cost to complete the items on the punch list. Upon reaching final acceptance for an item or all items, the 150 percent withheld for each item will be released with final payment. For projects valued at $10 million or more, the 30-calendar day period may be extended to 45 days.

Article 7. CONTRACTOR GUARANTEE.

VENDOR 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 VENDOR, 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 8. CONTRACT DOCUMENTS.

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

8.1 Request for Bid

8.2 Instructions to Proposers / Bidders

8.3 Proposal Forms (including the Proposal, Schedule(s), Submission Requirements of Proposer / Bidder, and all required certificates, affidavits, and other documentation)

8.4 Construction Contract

8.5 VENDOR's Bid Bond, Performance, and Payment Bond

8.6 General Conditions for Construction

8.7 Special Terms and Conditions

8.8 City Construction Standards and Details (available online at:

https://www.boynton-beach.org/691/Utilities-Engineering-Division

https://www.boynton-beach.org/engineering/new-construction-department- public-works-engineering-division

8.9 Appendix A – West Architecture + Design LLC – Architecture Demo Plans

8.10 Appendix B – Air Flow Consultants LLC – Hood Plans H1-H5

8.11 Appendix C – Warren J Von Werne, PE – Structural Framing Plan S-1

8.12 Appendix D – Berlin Consulting Inc. – MEP Plans

ARTICLE 9. NOTICE: All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to CITY shall be mailed to:

Daniel Dugger, City Manager City
of Boynton Beach
100 East Ocean Ave,
Boynton Beach, FL 33435
Telephone No. (561) 742-6000

And if sent to the VENDOR shall be mailed to:

Telephone #:
Email:

Article 10. INDEMNITY.

10.1 The VENDOR shall indemnify and hold harmless the CITY and its officers, employees, agents, instrumentalities, and the State of Florida, Division of Emergency Management from liability, losses or damages, including attorneys' fees and costs of defense through the conclusion of any appeals, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of or resulting from the negligence, recklessness, or intentional wrongful misconduct of VENDOR, its employees, agents, partners, principals or subcontractors during the term of this Agreement or resulting thereafter. The VENDOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The VENDOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the VENDOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

10.2 VENDOR's aggregate liability pursuant to this indemnification provision shall not exceed one and one-half (1 1/2) times the contract price or One Million Dollars ($1,000,000) per occurrence, whichever is greater.

10.3 Upon completion of all services, obligations, and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions

of this Article shall survive indefinitely.

10.4 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of VENDOR.

10.5 Nothing contained herein is intended nor shall be construed as a contractual waiver of the CITY's rights, limits, and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time, nor a waiver of any defense the CITY may have and shall not be construed as consent to be sued by third parties based on any claims arising under this Contract. VENDOR and CITY agree that any liability of the CITY under this Contract shall be limited to the amounts set forth in Sec. 728.68, Florida Statutes.

Article 11. REIMBURSEMENT OF CONSULTANT EXPENSES.

Should the completion of this Contract be delayed beyond the specified or adjusted time limit, VENDOR 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 the VENDOR and be deducted from payments due VENDOR 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 12. FLORIDA'S PUBLIC RECORDS LAW.

The CITY is a public agency subject to Chapter 119, Florida Statutes. The VENDOR shall comply with Florida's Public Records Law. Specifically, the VENDOR shall:

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

12.2 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;

12.3 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 contract term and, following completion of the contract, VENDOR shall destroy all copies of such confidential and exempt records remaining in its possession once the VENDOR transfers the records in its possession to the CITY; and,

12.4 Upon completion of the contract, VENDOR shall transfer to the CITY, at no cost to the CITY, all public records in VENDOR's possession. All records stored electronically by VENDOR 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.

12.5 **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

CITY CLERK'S OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA 33435
561-742-606
CityClerk@bbfl.us

Article 13. E-VERIFY.

13.1 VENDOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

13.1.1 Definitions for this Section:

A. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for a salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

B. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for a salary, wages, or other remuneration.

C. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

13.1.2 Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E- Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Article 14. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S. 287.05701.

VENDOR is hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the CITY will not request documentation of or consider VENDOR's social, political, or ideological interests when determining if the VENDOR is a responsible contractor. VENDOR is further notified that the CITY's governing body may not give preference to a Vendor based on the VENDOR's social, political, or ideological interests.

Article 15. SCRUTINIZED COMPANIES.

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

Article 16. COVENANT AGAINST CONTINGENT FEES.

The VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the VENDOR, to solicit or secure this Agreement, and that VENDOR has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the VENDOR any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Article 17. TRUTH IN NEGOTIATION CERTIFICATE.

A. Execution of this Agreement by the VENDOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged to the VENDOR's most favored customer for the same or substantially similar service.

B. The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside vendors. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

Article 18. ENTITIES OF FOREIGN CONCERN.

The provisions of this section apply only if Vendor or any subcontractor will have access to an individual's personal identifying information under this Agreement. Vendor represents and certifies: (i) Vendor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Vendor; and (iii) Vendor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. Prior to Vendor and any subcontractor having access to personal identifying information pursuant to this Agreement, Vendor and any subcontractor shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

Article 19. ANTI-HUMAN TRAFFICKING.

On or before the Effective Date of this Agreement, VENDOR shall provide CITY with an affidavit attesting that the VENDOR does not use coercion for labor or services, in accordance with Section

787.06(13), Florida Statutes.

Article 20. MISCELLANEOUS.

20.1 Any and all legal action necessary to enforce the terms of this Agreement shall be governed by the laws of the State of Florida. Any legal action arising from the terms of this Agreement shall be submitted to a court of competent jurisdiction located exclusively in Palm Beach County.

20.2 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.

20.3 City and VENDOR each bind 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.

20.4 In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

20.5 Prior to final payment of the amount due under the terms of this Agreement, to the extent permitted by law, a final waiver of lien shall be required to be submitted by the VENDOR, as well as all suppliers and subcontractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by VENDOR shall release City from all claims of liability by VENDOR in connection with this Agreement.

20.6 At all times during the performance of this Agreement, VENDOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

20.7 It shall be the VENDOR’s responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations, and requirements of all local, city, state, and federal agencies as applicable.

20.8 This Agreement represents the entire and integrated agreement between City and VENDOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement is intended by the parties hereto to be the final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the solicitation, and the VENDOR’s bid proposal, this Agreement shall govern then the solicitation, and then the bid proposal.

20.9 U.S. Produced Iron and Steel. VENDOR shall comply with the requirements of Section 255.0993, Florida Statutes, which requires any iron or steel product permanently incorporated in the project must be produced in the United States.

20.10 Waiver of Chapter 558, Florida Statutes. Pursuant to Section 558.005(1), VENDOR and CITY agree to opt out of the requirements of Chapter 558, Florida Statutes.

20.11 This Agreement will take effect once signed by both parties. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile

transmission, email, or other electronic delivery.

Article 21. DEFAULT OF CONTRACT & REMEDIES.

21.1 **Correction of Work.** If, in the judgment of CITY, work provided by VENDOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that VENDOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

21.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by VENDOR:

21.2.1 The abandonment of the project by VENDOR for a period of more than seven (7) business days.

21.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the CITY's designee.

21.2.3 The failure by VENDOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by VENDOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to VENDOR; provided, however, that if the nature of VENDOR's default is such that more than seven (7) days are reasonably required for its cure, then VENDOR shall not be deemed to be in default if VENDOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

21.2.4 The assignment and/or transfer of this Agreement or execution or attachment thereon by VENDOR or any other party in a manner not expressly permitted hereunder.

21.2.5 The making by VENDOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against VENDOR of a petition to have VENDOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against VENDOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of VENDOR's assets, or for VENDOR's interest in this Agreement, where possession is not restored to VENDOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of VENDOR's assets, or for VENDOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

21.3 **Remedies in Default.** In case of default by VENDOR, CITY shall notify VENDOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct VENDOR to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify VENDOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of VENDOR and proceed to perform services under the Agreement, at its own cost and expense.

21.3.1 Upon such declaration of default, all payments remaining due VENDOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the VENDOR had the VENDOR continued to perform the services under the Agreement.

21.3.2 CITY may complete the Agreement, or any part thereof, either by day labor, use of

a subcontractor, or by re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to VENDOR and/or the Surety together with the costs incident thereto to such default.

21.3.3 In the event CITY completes the Agreement at a lesser cost than would have been payable to VENDOR under this Agreement, if the same had been fulfilled by VENDOR, CITY shall retain such differences. Should such cost to CITY be greater, VENDOR shall pay the amount of such excess to the CITY.

21.3.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by VENDOR fails to meet reasonable standards of the trade after CITY gives written notice to the VENDOR of the deficiencies as set forth in the written notice within thirty calendar (30) days after the receipt by VENDOR of such notice from CITY.

SIGNATURE PAGE FOLLOWS

"This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts, whether signed physically or electronically, which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes."

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

CITY OF BOYNTON BEACH

_____
Ty Penserga, Mayor

Date:_____

VENDOR

_____
(Signature), Company

_____
Print Name of Authorized Official

_____
Title

_____
Date

(Corporate Seal)

Attest/Authenticated:

_____
Witness

_____
Print Name

Approved as to Form:

_____
Shawna G. Lamb, Office of the City Attorney

Attested/Authenticated:

_____
Maylee De Jesus, City Clerk

PERFORMANCE BOND

WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION
BID No.: UTL25-002

KNOW ALL MEN BY THESE PRESENTS: that _____
(Insert name of Vendor)

_____as Principal, (Address or legal title of Vendor)

hereinafter called Vendor, 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 Vendor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Vendor has by written agreement dated _____, 20__, entered into a contract with Owner for _____ in accordance with drawings and specifications prepared by _____ which contract is by reference made a part of hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Vendor 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 Vendor 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. Arrange for the Vendor, with the consent of the Owner, to perform and complete the Contract in accordance with its terms and conditions, or

2. Undertake to perform and complete the Contract itself, through its agents or independent Vendors; or

3. Obtain a bid or bids from qualified Vendors acceptable to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the most responsible vendor, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the most responsible vendor, arrange for a contract between such vendor 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 Vendor under the contract and any amendments thereto, less the amount properly paid by Vendor to Principal.

If the Surety does not proceed as provided above with reasonable promptness, the Surety shall be deemed to be in default on this bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided above, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

If the Surety elects to act as set forth above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Vendor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. Subject to the commitment by the Owner to pay the balance of the Contract Price, the Surety is obligated, without duplication, for:

1. The responsibilities of the Vendor for correction of defective work and completion of the Contract;
2. Additional legal, design professional and delay costs resulting from the Vendor's default, and resulting from the actions or failure to act of the Surety set forth above; and
3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Vendor.

If the Surety elects to act in accordance with the requirements of this bond, the Surety's liability is limited to the amount of this bond.

The Surety shall not be liable to the Owner or others for obligations of the Vendor that are unrelated to the Contract, and the balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

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, or within one (1) year after the Vendor ceased working, or within one (1) year after the Surety refuses or fails to perform its obligations under this bond. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties in the jurisdiction of the suit shall be applicable.

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 Vendor 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 Vendor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Vendor 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 Vendor 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 Vendor or the Surety unless both notices have been given. No action shall be instituted against the Vendor 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.

When this bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this _____day of _____, 2024.

_____
Vendor (Seal)

_____
Witness

_____
Title

_____
Surety

_____
Witness

_____
Attorney-in-Fact

END OF PERFORMANCE BOND

THIS FORM SHALL BE EXECUTED BY CONTRACTOR
AND SUBMITTED AT AWARD

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2) AND 255.05(10), ARE INCORPORATED IN THIS BOND BY REFERENCE.

PAYMENT BOND

WEST WATER TREATMENT PLANT – WATER QUALITY LABORATORY RENOVATION

BID No.: UTL25-002

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 Vendor)

_____as Principal,
(Address or legal title of Vendor)

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 _____, 2024, 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. If there is no Owner default under the Contract, the Surety's obligation to the Owner under this bond shall arise after the Owner has notified Principal and Surety of claims, demands, liens, or suits against the Owner or Owner's property by any person seeking payment for labor, materials, or equipment furnished for use in the performance of the Contract and tendered defense of such claims, demands, liens, or suits to the Principal and Surety.

4. 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.

5. When a claimant has satisfied the conditions of section 4, Surety shall promptly and at the Surety's expense take the following actions:

   a. Send an answer to claimant with a copy to the Owner, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   b. Pay or arrange for payment of any undisputed amounts.

   c. The Surety's failure to discharge its obligations under section (a) or (b) shall not be deemed to constitute a waiver of defenses the Surety or Principal may have or acquire as to a claim, except as to undisputed amounts for which the Surety and claimant have reached agreement. If, however, the Surety fails to discharge its obligations under section (a) or (b), the Surety shall indemnify the claimant for the reasonable attorney's fees the claimant incurs thereafter to recover any sums found to be due and owing to the claimant.

6. 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.

THIS FORM SHALL BE EXECUTED BY CONTRACTOR
AND SUBMITTED AT AWARD

7. The Surety shall not be liable to the Owner, claimants or others for obligations of the Principal that are unrelated to the Contract. The Owner shall not be liable for the payment of any costs or expenses of any claimant under this bond, and shall have under this bond no obligation to make payments to, or give notice on behalf of, claimants or otherwise have any obligations to claimants wider this bond.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

9. This bond is issued in compliance with Section 255.05, Florida Statutes, as may be amended, and the provisions and limitations of Section 255.05, Florida Statutes, including, but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10) are incorporated into this bond by reference. A claimant, except a laborer, who is not in privity with the Principal 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 Principal with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Principal 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 Principal 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 Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal 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.

10. When this bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

11. Upon request by any person or entity appearing to be a potential beneficiary of this bond, the Principal and Owner shall promptly furnish a copy of this bond or shall permit a copy to be made

12. The Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference, subject to the terms set forth above.

Signed and sealed this _____day of _____, 2024.

_____
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:

_____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 Vendor 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 Vendor 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

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

Sworn to and subscribed before me this
_____day of _____, 2024.

_____
Notary Public, State of Florida at Large

My Commission expires:
(SEAL)

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
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Fire Legal Liability		
Professional Liability	Aggregate - $1,000,000.00	
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employee	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified	to be determined	

INSURANCEADVISORYFORM Revised 04/2021

ATTACHMENTS

ATTACHMENT "A"

SAMPLE PERFORMANCE EVALUATION QUESTIONNAIRE
(FOR INFORMATIONAL PURPOSES ONLY)

Instructions: Performance evaluations shall be completed by the Project Manager for the following: (1) all Contracts; (2) all individual Task Orders/Work Orders. Task Orders/Work Orders with a term of six (6) months or more at a minimum, the Project Manager shall complete performance evaluations at the mid-point of the project term or at more frequent intervals as required by the Task Order/Work Order **and** at the time of Task Order/Work Order or Contract completion.

It is especially important for the Project Manager to contact a Procurement representative to advise of any performance issues so that Procurement can assist with efforts to bring performance back to acceptable standards. It is equally important to complete this form whenever any of the performance indicators are either "marginal" or "unsatisfactory" even when this is not within the normal review cycle. In the event the Average Rating Score is "marginal" or "unsatisfactory" even after reasonable efforts have been taken by the City to improve performance, the Project Manager shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

When completed, forward the evaluation form to Procurement. Procurement will keep track of the Average Rating Scores (Line 11) for all evaluations completed for the entire term of the Contract, Task Order, and Work Order. The completed Performance Evaluation form will be retained in Procurement and will be available as a record of current performance for use in the evaluation process of future solicitations released by the District. The completed evaluation is available to the contractor upon a Public Records request pursuant to Chapter 119, F.S.

Contract/Work Order No.	Consultant	Evaluation Period ☐ Interim ☐ Final
Project Title		If evaluating under a work order contract, specify type

Check the appropriate ratings for Lines 1 through 8.
Sum the individual ratings, by column, to produce the Individual Column Ratings on Line 9.
Sum the Individual Column Ratings in Line 9 to produce the Total Rating Score on Line 10.
Divide the Total Rating Score in Line 10 by the number 8 (the number of performance indicators in Lines 1-8) to produce the Average Rating Score in Line 11.

	Performance Indicators	**Rating** Unsatisfactory	Marginal	Satisfactory	Very Good	Exceptional
1.	Planning & Approach	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
2.	Staff Capability	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
3.	Staff Effectiveness	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
4.	Flexibility in Meeting City's Goals	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
5.	Promptness of Deliverables/Milestones/Reports	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
6.	Report and Drawings Quality	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
7.	Quality of Work Completed	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
8.	Contract Under or at Budgeted Cost and Invoicing Procedures	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
9.	Individual Column Rating (Total lines 1-8.)					
10.	Total Rating Score (Total row 9.)					
11.	Average Rating Score (Divide line 10 by the number 8.)					

In Lines 12 through 21, provide any additional detail, as deemed necessary, to support the ratings given in Lines 1 through 8 as well as any additional comments regarding Sub-consultant, sub-contractor utilization on Line 20. Additional space is available on Line 22 if needed.

1. Current tasks completed and/or deliverables received? If no, reason:	☐ Yes ☐ No
2. Current work completed ahead/on schedule? If no, number of days late: _____ and reason:	☐ Yes ☐ No
3. Contract currently under/at budgeted cost? If not at budget, specify amount over $ _____ and reason:	☐ Yes ☐ No
4. Contractor strengths:	
5. Contractor weaknesses:	
6. Specific problems incurred:	
7. How may these have been prevented?	
8. Additional comments/recommendations:	
9. Comments on sub-contractor utilization:	
10. **Currently recommend firm for future contracts, task orders, and/or work orders of this type? If "No" or "Possibly", an explanation must be provided in**	☐ **Yes** ☐ **No** ☐ **Possibly**

Project Manager (sign)	Date	Section Administrator (sign)	Date

11. Please indicate any additional comments corresponding to Performance Indicators (Lines 1-8) on Page 1 – explain marginal/unsatisfactory performance; **if either "No" or "Possibly" apply to Question 21, an explanation must be provided here.** Additional sheets may be attached if necessary.

Number	Remarks
#	
#	

CONTRACT MANAGEMENT/PROCUREMENT USE ONLY

Please indicate any additional comments corresponding to the numbered question on Page 1 and/or Page 2:

Number	Remarks
#	
#	

Evaluation Number/Score:	Comments:
Running Average Score:	

Procurement Representative (sign)	Date	Other Required Approval (sign)	Date

Public Hearing 6 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.
02/ 4/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/ 4/2025

Proposed Ordinance No. 25-001- First Reading- An Ordinance of the City of Boynton Beach, Florida, approving the abandonment of the twenty-foot (20') wide alley abutting the approved Villages of East Ocean (north) mixed-use development as recorded in Plat Book 1, Page 23 of the public records of Palm Beach County; authorizing the City Manager to execute a disclaimer, which shall be recorded with this ordinance in the public records of Palm Beach County, Florida; and providing an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-001 on First Reading.

Explanation of Request:

The applicant is requesting abandonment (ABAN 2024.12.75233) of the remaining portion of the 20-foot wide alley abutting the approved Villages of East Ocean (North) mixed-use development (MSPM 17-003). As part of the site plan approval (MSPM 17-003), all right-of-way (ROW) within the block were abandoned (ORB 30293 PG 1088), except for the twenty (20)-foot wide alley in question. The abandonment request is outlined below:

Twenty (20)-foot wide Alley (ABAN 2024.12.75233): The applicant is requesting the abandonment of the remaining alley located between the Villages of East Ocean (North) and 401 E Ocean Avenue, a vacant commercial parcel (see Exhibit A – Location Map). The abandoned alley will be allocated in equal portions to the abutting property owner(s) per state statute. The abandoned alley will be developed to provide driveway access to 401 E. Ocean Avenue and Villages at East Ocean (North). Additionally, the property owner is required to record a non-exclusive ingress and egress easement, along with a construction agreement (see Exhibit C - Conditions of Approval).

The subject area is approximately 1,000 square feet, 20 feet wide by 50 feet (see Exhibit B – Legal Sketch and Description).

How will this affect city programs or services? None

Account Line Item and Description: None

Fiscal Impact: None

Attachments:
Ord. 25-001 Agenda_Item_2727-2025_Ordinance_-_Abandonment_of_ROW___ABAN_2024.12.75233_.docx
Villages of East Ocean (North) ROW Abandonment Staff Report
Exhibit A-Location Map
Exhibit B - ROW Sketch and Legal Description
Exhibit C - COA_ABAN 2024.12.75233
Exhibit D - Project Narrative

ORDINANCE NO. 25-001

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE ABANDONMENT OF THE TWENTY-FOOT (20') WIDE ALLEY ABUTTING THE APPROVED VILLAGES OF EAST OCEAN (NORTH) MIXED-USE DEVELOPMENT AS RECORDED IN PLAT BOOK 1, PAGE 23 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY; AUTHORIZING THE CITY MANAGER TO EXECUTE A DISCLAIMER, WHICH SHALL BE RECORDED WITH THIS ORDINANCE IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Applicant is requesting the abandonment of the remaining portion of the twenty-foot (20') wide alley located between the Villages of East Ocean (North) and 401 E Ocean Avenue, as recorded in Plat Book 1, Page 23 of the Public Records of Palm Beach County, Florida, lying between Lots 6 and 7 of said Block 5; and

WHEREAS, staff has determined that the requested abandonment would not adversely impact traffic or other City functions, and would not adversely impact other adjacent property owners; and

WHEREAS, comments have been solicited from the appropriate City Departments, and public hearings have been held before the City Commission on the proposed abandonment; and

WHEREAS, staff has determined that the subject right-of-way no longer serves a public purpose and therefore recommends approval of the request, subject to the accompanying conditions.

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

Section 1. The foregoing "Whereas" clauses are true and correct and incorporated herein by this reference.

Section 2. The City Commission of the City of Boynton Beach, Florida, does hereby abandon the twenty-foot (20') wide alley located between the Villages of East Ocean (North) and 401 E. Ocean Avenue, as recorded in Plat Book 1, Page 23 of the Public Records of Palm Beach County. The property being abandoned is more particularly described as follows:

> A PARCEL OF LAND IN THE NORTHEAST QUARTER (N.E.1/4) OF SECTION 28, TOWNSHIP 45 SOUTH, RANGE 43 EAST, CITY OF BOYNTON BEACH, PALM BEACH, COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:
>
> THAT PORTION OF A 20' ALLEY LYING IN BLOCK 5 OF THE PLAT OF BOYNTON, RECORDED IN PLAT BOOK 1, PAGE 23, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING BETWEEN LOTS 6 AND 7 OF SAID BLOCK 5.
>
> CONTAINING 1,000 SQUARE FEET, MORE OR LESS.

Section 3. The City Manager is hereby authorized and directed to execute the attached Disclaimer and cause the same to be filed, with this Ordinance, in the Public Records of Palm Beach County, Florida.

Section 4. This Ordinance shall take effect immediately upon passage.

[SIGNATURES ON FOLLOWING PAGE]

FIRST READING this 4th day of February 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Aimee Kelley	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner – Thomas Turkin	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Shawna Lamb
City Attorney

DISCLAIMER

KNOW ALL MEN BY THESE PRESENTS that the City Commission of the City of Boynton Beach, Florida, does hereby abandon the twenty-foot (20') wide alley located between the Villages of East Ocean (North) and 401 E. Ocean Avenue, as recorded in Plat Book 1, Page 23 of the Public Records of Palm Beach County, Florida. The property being abandoned is more particularly described as follows:

A PARCEL OF LAND IN THE NORTHEAST QUARTER (N.E.1/4) OF SECTION 28, TOWNSHIP 45 SOUTH, RANGE 43 EAST, CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA, BEING:

THAT PORTION OF A 20' ALLEY LYING IN BLOCK 5 OF THE PLAT OF BOYNTON BEACH, RECORDED IN PLAT BOOK 1, PAGE 23, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING BETWEEN LOTS 6 AND 7 OF SAID BLOCK 5.

CONTAINING 1,000 SQUARE FEET, MORE OR LESS.

IN WITNESS WHEREOF, the duly authorized officers of the City of Boynton Beach, Florida, have hereunto set their hands and affixed the seal of the City this ____ day of February, 2025.

CITY OF BOYNTON BEACH, FLORIDA

_____ _____

Maylee De Jesus, MMC
City Clerk

Ty Penserga, Mayor

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

BEFORE ME, the undersigned authority, personally appeared by means of ☐ physical presence or ☐ online notarization, Ty Penserga, Mayor of the City of Boynton Beach, Florida, known to me to be the person described in and who executed the foregoing instrument, and acknowledged the execution thereof to be his free hand and deed as such officer, for the uses and purposes mentioned therein; that he affixed thereto the official seal of said corporation; and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the said State and County this _____ day of _____, 2025.

_____
NOTARY PUBLIC, State of Florida
My Commission Expires:

DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 25-001

STAFF REPORT

TO: Mayor Ty Penserga
Members of the City Commission

THRU: Amanda B. Radigan, AICP, LEED AP
Planning and Development Director

FROM: Shiloh Toler, Engineer 1
Luis Bencosme, Principal Planner

DATE: January 24, 2025

PROJECT: Villages of East Ocean (North) ROW Abandonment
Abandonment of twenty (20)-foot wide Alley (ABAN 2024.12.75233)

REQUEST: Approval of the abandonment application (ABAN 2024.12.75233) of the 20-foot wide alleyway abutting the Villages of East Ocean (North) mixed-use development. Applicant: Manuel Mato, BB North, LLC.

BACKGROUND

The applicant is requesting abandonment (ABAN 2024.12.75233) of the remaining portion of the 20-foot wide alley abutting the approved Villages of East Ocean (North) mixed-use development (MSPM 17-003). As part of the site plan approval (MSPM 17-003), all right-of-way (ROW) within the block were abandoned (ORB 30293 PG 1088), except for the twenty (20)-foot wide alley in question. The abandonment request is outlined below:

> Twenty (20)-foot wide Alley (ABAN 2024.12.75233): The applicant is requesting the abandonment of the remaining alley located between the Villages of East Ocean (North) and 401 E Ocean Avenue, a vacant commercial parcel (see Exhibit A – Location Map). The abandoned alley will be allocated in equal portions to the abutting property owner(s) per State Statute. The abandoned alley will be developed to provide driveway access to 401 E Ocean Avenue and Villages at East Ocean (North). Additionally, the property owner is required to record a non-exclusive ingress and egress easement, along with a construction agreement (see Exhibit C - Conditions of Approval).

The subject area is approximately 1,000 square feet, 20 feet wide by 50 feet (see Exhibit B – Legal Sketch and Description).

The applicant has provided a project narrative and justification statements for the abandonment requests (see Exhibit D – Project Narrative).

The following is a description of the zoning districts and land uses of the properties that surround the subject abandonment requests:

Adjacent Uses:

North: Vacant parcels approved for a mixed-use development known as Villages at East Ocean – North (MSPM17-003), zoned Mixed-Use Core (MXC) with a Future Land Use classification of Mixed Use High (MXH).

South: Vacant lot zoned Neighborhood Commercial District (C2) with a Future Land Use classification of Local Retail Commercial (LRC).

East: Vacant parcel approved for a mixed-Use development known as Villages at East Ocean – North (MSPM17-003), zoned Mixed-Use Core (MXC) with a Future Land Use classification of Mixed Use High (MXH).

West: Right-of-Way of NE 3rd Street; further west, are developed residential parcels zoned Multi-family Residential (R3) with a Future Land Use classification of Local Retail Commercial (LRC) and Median Density Residential (MEDR).

ANALYSIS

A notice of the requests was mailed to owners of properties within 400 feet of the subject properties. and signs were posted for the City Commission meeting dates. The applicant has certified that they posted signage and mailed notices in accordance with Ordinance No. 04-007 & 05-004. A summary of the responses received from the City Engineering and Utilities, and the utility companies follows:

CITY DEPARTMENTS/DIVISIONS

Engineering	No objection.
Public Works/Utilities	No objection.
Planning and Zoning	No objection.

PUBLIC UTILITY COMPANIES

Florida Power and Light	No objection. If easements and relocation of utilities are necessary they will be at the developer's cost.
AT&T	No objection. If easements and relocation of utilities are necessary they will be at the developer's cost.
Florida Public Utilities	No objection.
Comcast:	No objection.

RECOMMENDATION

Staff has determined that the requested abandonment (ABAN 2024.12.75233) would not adversely impact traffic or other City functions and would not adversely impact other adjacent properties. Based on the above-analysis, staff has determined that the subject alley segment no longer serves a public purpose other than retention of necessary utilities and therefore recommends APPROVAL of the request. Any conditions requested by the Commission will be placed in Exhibit C – Conditions of Approval.

EXHIBIT A
LOCATION MAP



A PARCEL OF LAND IN THE NORTHEAST QUARTER (N.E.1/4) OF SECTION 28, TOWNSHIP 45 SOUTH, RANGE 43 EAST, CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA, BEING:

THAT PORTION OF A 20' ALLEY LYING IN BLOCK 5 OF THE PLAT OF BOYNTON, RECORDED IN PLAT BOOK 1, PAGE 23, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING BETWEEN LOTS 6 AND 7 OF SAID BLOCK 5.

CONTAINING 1,000 SQUARE FEET, MORE OR LESS.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION.
THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND STAMP, OR A DIGITALLY VERIFIED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY BROWN & PHILLIPS, INC.

John E Phillips
Digitally signed by John E Phillips
Date: 2024.03.27 12:12:35 -04'00'

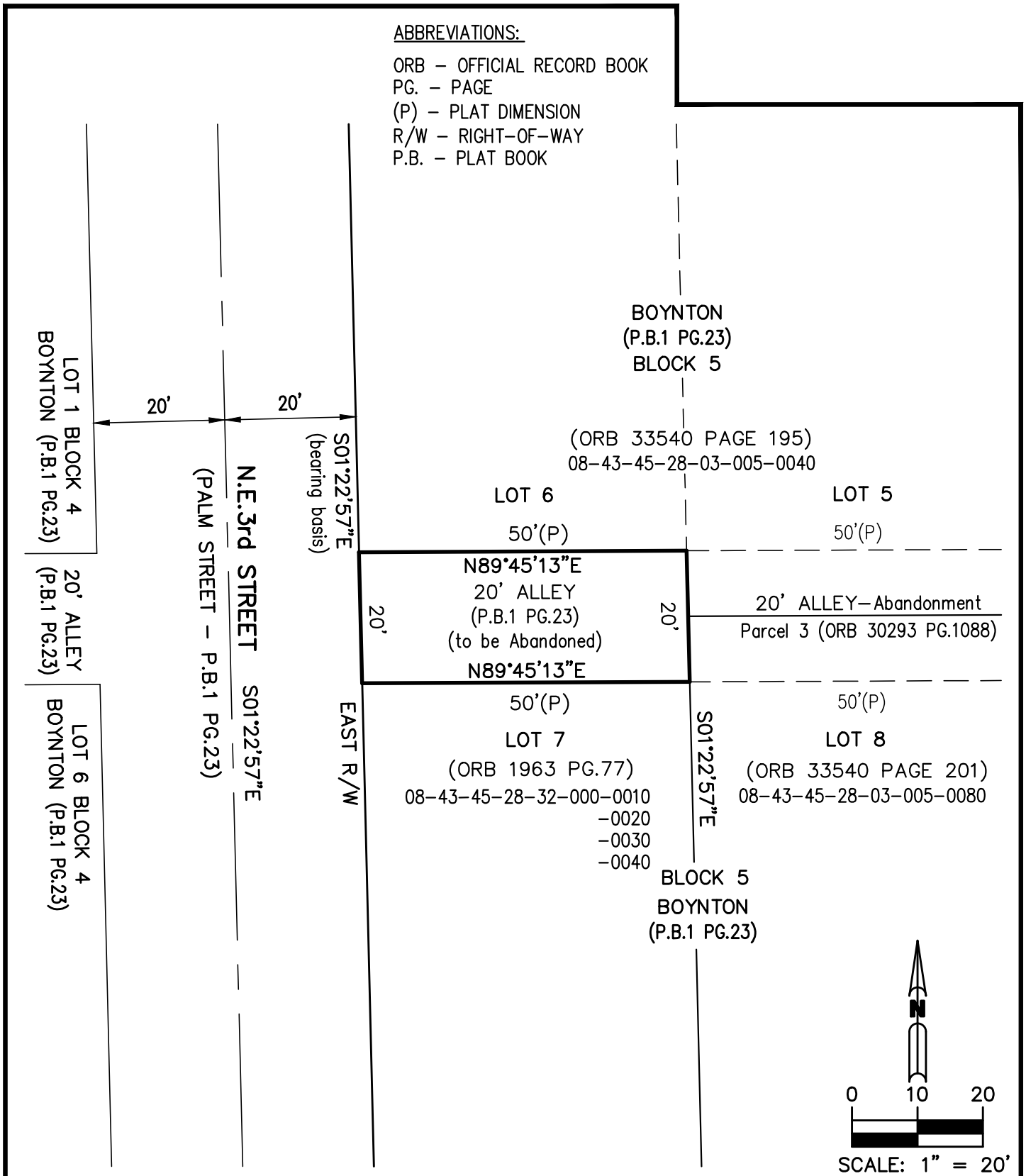
JOHN E. PHILLIPS, III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: _____

REVISIONS:

E-Mail: info@brown-phillips.com
BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE ROAD., SUITE 509,
WEST PALM BEACH, FLORIDA 33409
TELEPHONE (561)-615-3988, 615-3991 FAX

VILLAGES AT EAST OCEAN AVENUE ALLEY ABANDONMENT
(THIS IS NOT A SURVEY)

DRAWN: MDB	PROJ. No. 22-023
CHECKED: JEP	SCALE: NONE
LEGAL DESCRIPTION	DATE: 3/27/24
	SHEET 1 OF 2



E-Mail: info@brown-phillips.com

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WEST PALM BEACH, FLORIDA 33409
TELEPHONE (561)-615-3988, 615-3991 FAX

VILLAGES AT EAST OCEAN AVENUE
ALLEY ABANDONMENT

(THIS SKETCH IS NOT A SURVEY)

DRAWN: MDB	PROJ. No. 22-023
CHECKED: JEP	SCALE: 1" = 20'
SKETCH TO ACCOMPANY LEGAL DESCRIPTION	DATE: 3/27/24
	SHEET 2 OF 2

S:\2022 drawing files\22-023\22-023 The Villages at East Ocean Avenue Plat and Plat Survey.dwg, 3/27/2024 9:24:00 AM

EXHIBIT "C"
Conditions of Approval

Project Name: The Villages at Eat Ocean (North) Right-of-Way Abandonment
File number: ABAN 2024.12.75233
Reference: 2nd review of plans identified as Alley Abandonment submitted on January 22, 2025.

DEPARTMENTS	INCLUDE	REJECT
ENGINEERING / PUBLIC WORKS / UTILITIES		
Comments:		
1. Record dedication of non-exclusive ingress and access easement and construction agreement.		
PLANNING AND ZONING		
Comments: No Comments		
UTILITY PROVIDERS		
Comments: No Comments		
CITY COMMISSION CONDITIONS		
Comments: TBD		

VILLAGES OF EAST OCEAN - NORTH

PROJECT NARRATIVE
Request(s): ROW Abandonment Application
Project/Case Number: 2024.12.75233
Submitted: December 19, 2024
Resubmitted: January 23, 2025

urban design studio
Urban Design
Land Planning
Landscape Architecture

BB North, LLC is the owner of the entire block bordered by the railroad to the east, Boynton Beach Blvd. to the north, Ocean Avenue to the south, and 3rd Street to the west, with the exception of the corner parcel at Ocean Avenue and 3rd Street. In 2017, under previous ownership, the property was approved for the *Villages at East Ocean* project. As part of the approval, all Rights of Way (ROW) within the block were vacated (ORB 30293 Pg 1088), with the exception of a small portion of the 20-foot alley in question.

An affiliate of BB North, LLC, Little BB North, LLC, has since acquired the corner parcel. As part of the project's engineering requirements, sewer lines will need to cross the alley location, necessitating the abandonment of the remaining 20-foot ROW section for the project to proceed. Provided is a sketch and legal of the area of ROW to be abandoned, prepared by Brown & Phillips, Inc. Both BB North and Little BB North have agreed to abandon the alley to facilitate these plans; the abandonment is to be divided equally and allocated to each adjacent property owner.

Abandonment of the right of way is also in compliance with the following criteria (with responses in bold):

a. Access – Does the subject land provide a legal means of access to a lot of record, subdivision or development? Would the vacation and abandonment cause or result in a permanent stoppage, interruption, or an unacceptable level of service for the subject lot or on neighboring lots, subdivisions, or developments with respect to police, fire, or other emergency services; or solid waste removal?

   Response: The abandonment of the right of way would not affect the properties for the following reasons:
   - **Both properties are under control by the same ultimate owner**
   - **Both properties are currently vacant lots with no driveways**
   - **Both properties front city streets and do not need the current alley for access**
   - **Both properties are providing each other with access easements over the right of way once abandoned**

b. Utilities – Does the subject land contain, support, or allow potable water, sanitary sewer, or any other utility (e.g. cable, telephone, electricity, gas, etc.), which would be

permanently stopped or interrupted, or cause an unacceptable level of service to the subject lot or neighboring lots, subdivisions, or developments?

Response:
- **There are no utilities located in the right of way and we have obtianed letters of no objection from all providers including Boynton Beach Utilities, FPL, Comcast, AT&T and Florida Gas**
- **The properties are all vacant**

c. Drainage and Wastewater Management – Does the subject land contain, support, or allow a legal means of drainage or wastewater management for such lot or on neighboring lots, subdivisions, or developments which would cause or result in the stoppage, interruption, or unacceptable level of service?

Response:
- **No, there is no drainage or wastewater management located in the right of way. The adjacent properties are current empty fields and a new development is planned which will have its own drainage**

d. Conservation – Does the subject land contain, support, or allow the means for the conservation or preservation of flora or fauna?

Response:
- **No**

We appreciate your consideration of this request for a ROW Abandonment Application (which is understood to classify as a Major Development Application) for the Villages of East Ocean – North project. Should you need any additional information, the project managers at UDS are Bradley Miller (bmiller@udsflorida.com) and Ailish Villalobos (avillalobos@udsflorida.com) who can be reached at 561-366-1100.

Public Hearing 6 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.
02/ 4/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/ 4/2025

Proposed Ordinance No. 25-002- First Reading- An Ordinance of the City of Boynton Beach, Florida, amending Code of Ordinances Part III, "Land Development Regulations," Chapter 1, "General Administration," Article II, "Definitions," and Chapter 2, "Land Development Process," Article VI, "Impact and Selected Fees," Section 7, "Palm Beach County Fees" and establishing Section 10, "Mobility Fees;" providing for update of definitions; providing for repeal of the collection of County road impact fees within the mobility fee assessment area; providing for collection of mobility fees within the mobility fee assessment area; providing for authority; setting forth general provisions for mobility fees, definitions, purpose, the mobility fee technical report, and rules of construction; providing for imposition and a mobility fee schedule; providing for establishment of a mobility fee assessment area; providing for the process for review of alternative and special fee determinations, credits, establishment of a mobility fee benefit district, fund accounts, expenditures, refunds, effects on land development regulations, development of an administrative procedures and service charges, requirements for annual reporting, review and updates, agreements, interlocal agreements, vested rights, and penalties for violations; providing for conflicts; providing for severability; providing for scrivener's errors; providing for liberal interpretation; providing for modifications; providing for conflicts, severability and an effective date.

Requested Action:

Staff recommends approval of Proposed Ordinance No. 25-002, on First Reading.

Explanation of Request:

On October 24, 2023, the City Commission authorized a study to move forward with development of a mobility fee. The Florida Legislature adopted House Bill 479 in 2024 that amended Florida Statutes to provide further guidance to local governments pursuing alternatives to transportation concurrency and road impact fees. The amendment included definitions for mobility plans and mobility fees and explicitly stated that any local government may adopt an alternative transportation system based on a mobility plan and a mobility fee.

The Mobility Fee Technical Report documents the future growth, the data and methodology

used to develop a mobility fee to mitigate the impact of new development, and establishment of a benefit district within the City. The updated Mobility Plan Projects serve as the basis to develop the City's Mobility fee and provide a foundation for the City to provide proactively prioritize projects to meet the growth, travel, and mobility needs of the community in a manner that is coordinated with the Future Land Use Element in the City's Comprehensive Plan. The updated Mobility Plan Projects contains walking and streetscape enhancements, curbless shared streets, roadway improvements, shared-use paths, sidewalks, bike lanes, boardwalks, transit circulators, water taxi service, mobility hubs, and multimodal programs, services, and studies.

The Mobility Fee is based on the updated Mobility Plan Projects, which is consisting of improvements, programs, and services, to: (1) improve the City's multimodal transportation system; (2) promote compact, mixed-use, and interconnected development; and (3) enhance mobility within the City for residents, employees, businesses, students, and visitors. The Mobility Fee is intended to be assessed on all new development within the Mobility Fee Assessment Area.

- Mobility Fees are not: (1) a reoccurring tax; (2) assessed to existing residential or non-residential property; or (3) deposited into general revenue funds of the City.
- Mobility Fees are: (1) a streamlined one-time assessment on new development; (2) intended to offset the impact of new development; and (3) deposited into special revenue funds for Mobility Fees to be expended within a defined benefit district.

Mobility Fees are legally and statutorily required to be spent on Mobility Projects that provide a mobility benefit to the new development that paid the Mobility Fee.

How will this affect city programs or services? Approval of this Ordinance will also develop, enhance, and maintain the transportation system which will serve needs of all sectors of the City in a safe, efficient, cost effective, and aesthetically pleasing manner that promotes multi-modal transportation options including walking, bicycling, and public transit.

Account Line Item and Description: N/A

Fiscal Impact: The approval of the proposed ordinance increases City revenue by imposing a Mobility Fee.

Attachments:
Ord. 25-002 Agenda_Item_2728-2025_Ordinance_for__Imposition_of_Mobility Fee
Executive Summary for Mobility Plan Projects and Mobility Fee.pdf
Mobility Fee Technical Report with Updated Mobility Plan Projects.pdf

House Bill 479 Overview.pdf

ORDINANCE 2025-

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING CODE OF ORDINANCES PART III, "LAND DEVELOPMENT REGULATIONS," CHAPTER 1, "GENERAL ADMINISTRATION," ARTICLE II, "DEFINITIONS," AND CHAPTER 2 ,"LAND DEVELOPMENT PROCESS," ARTICLE VI, "IMPACT AND SELECTED FEES," SECTION 7, "PALM BEACH COUNTY FEES" AND ESTABLISHING SECTION 10, "MOBILITY FEES;" PROVIDING FOR UPDATE OF DEFINITIONS; PROVIDING FOR REPEAL OF THE COLLECTION OF COUNTY ROAD IMPACT FEES WITHIN THE MOBILITY FEE ASSESSMENT AREA; PROVIDING FOR COLLECTION OF MOBILITY FEES WITHIN THE MOBILITY FEE ASSESSMENT AREA; PROVIDING FOR AUTHORITY; SETTING FORTH GENERAL PROVISIONS FOR MOBILITY FEES, DEFINITIONS, PURPOSE, THE MOBILITY FEE TECHNICAL REPORT, AND RULES OF CONSTRUCTION; PROVIDING FOR IMPOSITION AND A MOBILITY FEE SCHEDULE; PROVIDING FOR ESTABLISHMENT OF A MOBILITY FEE ASSESSMENT AREA; PROVIDING FOR THE PROCESS FOR REVIEW OF ALTERNATIVE AND SPECIAL FEE DETERMINATIONS, CREDITS, ESTABLISHMENT OF A MOBILITY FEE BENEFIT DISTRICT, FUND ACCOUNTS, EXPENDITURES, REFUNDS, EFFECTS ON LAND DEVELOPMENT REGULATIONS, DEVELOPMENT OF AN ADMINISTRATIVE PROCEDURES AND SERVICE CHARGES, REQUIREMENTS FOR ANNUAL REPORTING, REVIEW AND UPDATES, AGREEMENTS, INTERLOCAL AGREEMENTS, VESTED RIGHTS, AND PENALTIES FOR VIOLATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR MODIFICATIONS; PROVIDING FOR CONFLCTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section (1)(g) of the Florida Constitution and Chapter 166, Florida Statutes, the City has broad home rule powers to adopt ordinances to provide for and operate transportation systems, including bicycle lanes, boardwalks, pathways, shared-use paths, sidewalks, trails, transit circulators, mobility hubs, new roads, widen roads, curbless shares streets, walking and streetscape enhancements, multimodal corridors, water taxis, park once environments, programs, services and studies within the City; and

CODING: Words in ~~strike through~~ type are deletions from existing law;

Words in <u>underlined</u> type are additions.

WHEREAS, Palm Beach County currently has an established transportation concurrency and road impact fee system, which has been one part of an overall growth management program as set forth in the City of Boynton Beach Comprehensive Plan; and

WHEREAS, the Palm Beach County transportation concurrency and road impact fee system is principally focused on vehicular mobility, whereas a mobility fee system takes a comprehensive view of the provision of mobility through walking, biking, transit, motor vehicles, and new personal mobility technology; and

WHEREAS, section 163.3180, Florida Statutes, encourages any local government to develop tools and techniques, including the adoption of long-term strategies to facilitate development patterns that support multimodal solutions, adoption of area-wide service standards that are not dependent on any single road segment function, and establish multimodal service standards that rely primarily on non-vehicular modes of transportation where existing or planned community design will provide an adequate level of personal mobility; and

WHEREAS, section 163.3180, Florida Statutes, authorizes any local government to repeal transportation concurrency and encourages the adoption of an alternative transportation system; and

WHEREAS, pursuant to section 163.3180, Florida Statutes, the City has developed a Mobility Fee Technical Report with updated Mobility Plan Projects; and

WHEREAS, the City of Boynton Beach intends to replace collection of the current Palm Beach County road impact fee with a mobility fee system administered and programmed by the City to be paid by new development within the Mobility Fee Assessment Area consistent with the requirements for alternative transportation systems pursuant with section 163.3180, Florida Statutes;

WHEREAS, the mobility fee system focuses on person travel demand, which includes walking, biking, transit, and motor vehicular trips, generated by new development and the resulting impact on the capacity of the transportation system and accordingly requires the expenditure of revenue derived under that system to be used on mobility plan projects that increase person capacity; and

WHEREAS, the mobility fee system includes but is not limited to, considerations of the impact of person travel demand generated by new development on the person capacity of the transportation system as well as considerations of the impact of new development on overall mobility in the City; and

WHEREAS, the City is experiencing growth and new development that necessitates the addition and expansion of transportation facilities for a variety of modes to meet the

person travel demands of new development, including adequate and efficient mobility projects; and

WHEREAS, imposition of a mobility fee requiring new development within the Mobility Fee Assessment Area to contribute its attributable share of the cost of growth-necessitated mobility projects necessary and reasonably related to the public health, safety, and welfare of the people of the City, provided that the mobility fee does not exceed the actual amount necessary to offset the person travel demand on mobility projects generated by new development; and

WHEREAS, in 2019, the City Commission of the City of Boynton Beach adopted amendments to the Boynton Beach Comprehensive Plan that provided various goals, objectives, and policies that established the process and framework for the development of a Complete Streets Mobility Plan and Mobility Fee pursuant to section 163.3180, Florida Statutes; and

WHEREAS, the City, in its Transportation Element, sets out goals, objectives, and policies to develop and maintain a safe, convenient, efficient transportation system that recognizes present needs, reflects the Future Land Use Plan, and provides for safe, efficient multimodal transportation linkages; and

WHEREAS, the City Commission finds that this Ordinance supports and furthers those stated goals, objectives, and policies of the Transportation Element of the Comprehensive Plan as follows:

GOAL 2: "To develop and maintain a transportation system which will serve the transportation needs of all sectors of the City of Boynton Beach in a safe, efficient, cost-effective, and aesthetically pleasing manner that promotes multi-modal transportation options, such as walking, bicycling, and transit;"

Objective 2.4: "The City shall develop and maintain a safe, convenient, multi-modal transportation system, including walking, bicycling, and public transit, which will meet future as well as current transportation needs, particularly within the TCEA and the CRA;"

Policy 2.6.3: "The City may seek to repeal and replace Palm Beach County transportation concurrency, proportionate fair-share, and road impact fees with a Mobility Fee based upon a Complete Streets Mobility Plan. Repeal of Palm Beach County transportation concurrency, proportionate fair-share, and road impact fees will require consultation with Palm Beach County. The City may also apply a Mobility Fee to the city-maintained facilities, repealing City transportation concurrency and proportionate fair-share applicable to local roadways;"

Policy 2.6.4: "The Mobility Fee may be implemented and adopted citywide or may be adopted only for specific areas or districts within the City. For each such specific area

or district, an adopted Mobility Fee shall replace both Palm Beach County transportation concurrency, proportionate fair-share and road impact fees and City transportation concurrency and proportionate fair-share;"

Policy 2.6.6: "Should the City Commission elect to adopt a Mobility Fee, the City, within one year of adoption of the implementing Ordinance, shall update the Transportation and Capital Improvement Elements of the Comprehensive Plan to reflect the repeal of transportation concurrency, proportionate fair-share and road impact fees and update policies related to level and quality of service standards, complete streets, capacity determinations, backlogged facilities, transportation and associated multi-modal policies and other elements addressed in the Complete Streets Mobility Plan;"

Policy 2.6.7: "The Complete Streets Mobility Plan shall include provisions that address mobility between destinations and should address accessibility to, from destinations, and between modes of travel. The improvements in the Plan shall be based upon the expected, anticipated, or desired increase in new development, infill development, and redevelopment by the established horizon year and the associated increase in vehicular and person travel demand. The Complete Streets Mobility Plan shall include quality and level of service standards for all modes of travel;"

Policy 2.6.9: "The Complete Streets Mobility Plan may serve as a Master Plan for roads and transit within the City, and also function as a Bicycle, Pedestrian, Trails, Blueways, Greenways and other non-vehicular modes or travel Master Plan;"

Policy 2.6.10: "The Complete Streets Mobility Plan may also incorporate provisions for reduced heat island effects and improve air quality through trees and landscaping and to reduce stormwater run-off and water quality through the integration of low impact development techniques, bio-swales, rain gardens and other green techniques that can be incorporated into the planning, design and construction of transportation improvements;"

Policy 2.6.11: "The Complete Streets Mobility Plan may include policies related to land use to encourage multi-modal supportive development. The Plan may also include provisions that allow for reduction in development parking requirements in recognition of car and bicycle sharing in complete streets and parking strategies that reduce parking requirements for mixed-use, multi-modal development, and affordable housing;"

Policy 2.6.12: "The Mobility Fee would be a one-time assessment on new development or redevelopment that results in an impact to the transportation system through an increase in vehicular trips or vehicular miles of travel or an increase in person trips or person miles of travel. The Mobility Fee, consistent with State Statute, shall be

required to meet the dual rational nexus test and shall be reasonably attributable to the travel demand impact of new development, infill, and redevelopment;"

Policy 2.6.13: "The Mobility Fee may include provisions to encourage and incentivize new development, infill, and redevelopment within targeted areas of the City. The Mobility Fee may also include provisions to encourage affordable and workforce housing, mixed-use, multi-modal supportive development, and desired land uses that increase employment and attract economic development;"

Policy 2.6.14: "An application for private development may not be required to pay a Mobility Fee and also meet transportation concurrency, proportionate-fair share, and road impact fees to the extent the Mobility Fee address the same facilities and travel demand impacts as would be addressed through the application of transportation concurrency, proportionate-fair share and road impact fees for City and/or County or State maintained facilities;"

Policy 2.6.15: "In consideration of a future Complete Streets Mobility Plan, the City may review the Land Development Regulations to consider incentives for and accommodate the needs of compact four-and-two-wheel vehicles (such as hybrids, smart cars, and vespas/scooters, etc.) by assessing the parking requirements and other provisions of the code;" and

WHEREAS, the mobility fees imposed hereby (1) are in compliance with the "dual rational nexus test" developed under Florida case law, (2) meet the "essential nexus" and "rough proportionality" requirements established by the United States Supreme Court, in *Nollan v. California Coastal Commission*, 483 U.S. 825 (1987) and *Dolan v. City of Tigard*, 512 U.S. 374 (1994), (3) are consistent with the requirements set forth in section 163.3180, Florida Statutes, and (4) are consistent with and being imposed in accordance with section 163.31801, Florida Statutes; and

WHEREAS, the City Council has determined that the proposed Ordinance adopting a mobility fee will help to preserve and enhance the rational nexus between the need for mobility projects to meet the person travel demands generated by new development in the City and the mobility fees imposed on that new development based on mobility plan projects; and

WHEREAS, the establishment of a Mobility Fee Assessment Area defines the area within which mobility fees will be assessed and collected, and the Mobility Fee Benefit District defines the area within which mobility fees will be expended, ensuring that a rational nexus is established and maintained between the person travel demand from future development within the Mobility Fee Assessment Area and the funding of mobility

projects within the Mobility Fee Benefit District providing a mobility benefit to the new development for which the mobility fees were paid; and

WHEREAS, mobility fees collected will be deposited in the mobility fee fund created for the related mobility fee benefit district established herein and expended for the purposes set forth herein; and

WHEREAS, mobility fees imposed hereunder achieve the goals, objectives, and policies of the Comprehensive Plan and utilize the tools and techniques encouraged by section 163.3180, Florida Statutes; and

WHEREAS, the City has developed a Mobility Fee Technical Report with updated Mobility Plan Projects dated January 2025 prepared by NUE Urban Concepts, LLC, that provides the technical analysis to determine the mobility fee, based on the updated mobility plan projects on City, County, and State right-of-way within and adjacent to the City, which constitutes a proper factual predicate for imposition and expenditure of the mobility fees; and

WHEREAS, the City has determined that the enactment of this Ordinance adopting a mobility fee based on mobility plan projects will help to preserve and enhance the rational nexus between the extraordinary increase in-person travel demands generated by new development in the Mobility Fee Assessment Areas and the mobility fees imposed on that new development to fund mobility projects on City, County, and State right-of-way within and adjacent to the City that address that demand; and

WHEREAS, the City Commission has determined, based upon project development time frames, which are often delayed depending upon economic realities, to authorize the refund of collected mobility fees after seven (7) years; and

WHEREAS, the City shall assess an administrative service charge and may establish fees, based upon a Study accepted by the City Commission, associated with requests for mobility fee determinations, special assessments and studies, off-sets, and credits, and the administration and implementation, including amendments and updates, to the mobility plan and the mobility fee system, not to exceed actual cost consistent with section 163.3180, Florida Statutes; and

WHEREAS, the City shall develop administrative policies and procedures, accepted by the City Commission, for the administration, implementation, and update of the mobility plan and mobility fee to include, but not limited to, assessments, credits, determinations, imposition, off-sets, and studies; and

WHEREAS, the mobility fee shall be adjusted annually, based on the most recently published construction cost inflation factor from the most localized available sources, and

the City shall publish the adjusted mobility fees not more than 90 days before the annual adjustment, consistent with section 163.31801, Florida Statutes; and

WHEREAS, the City Commission has noticed, advertised, scheduled, and held public hearings in compliance with Florida Statutes on this proposed Ordinance; and

WHEREAS, the City Commission has determined that it is advisable and in the public interest to adopt and implement the proposed Mobility Fee Ordinance.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Boynton Beach, Florida, that:

Section 1. The recitations set forth above are incorporated herein.

Section 2. Part III, "Land Development Regulations," Chapter 1, "General Administration," Article II, "Definitions" of the City of Boynton Beach Code of Ordinances is amended as follows:

ARTICLE II. DEFINITIONS

…

ASSESSMENT AREA – A geographic area of the city or a specific development pattern where Mobility Fees are assessed for new development.

…

BENEFIT DISTRICT – A geographic area of the city where mobility fees paid by new development are expended on mobility projects.

…

COMPLETE STREETS – A transportation policy and design approach that requires multimodal transportation improvements to be planned, designed, operated, and maintained to enable safe, convenient, and comfortable travel and access for users of all ages and abilities regardless of their mode of transportation and to allow for safe travel by those walking, bicycling or using other forms of non-motorized travel, riding public transit or driving motor vehicles or low speed electric vehicles.

COMPLETE STREETS MOBILITY PLAN – The plan adopted by the City that identifies mobility projects to meet the person travel demands of new development.

…

DEVELOPMENT – A single use or combination of uses, proposed or approved, that may include but not be limited to a single-family subdivision, townhomes, rental apartments, condominiums, public facilities, commercial buildings, shopping centers, or industrial projects, possibly of similar design, constructed as a unified community. Development shall also include the meaning given in ~~F.S. §~~ section 380.04, Florida Statutes, pursuant to a development order or permit. For purposes of mobility fees, development means any new residential and non-residential construction or expansion of building(s), lane(s),

structure(s), or any changes in the use of any building(s), structure(s), or land use that will generate additional impact on the City's public facilities. See "Flood, Development."

…

EASEMENT, SPECIAL PURPOSE – Any easement dedicated in perpetuity to the public or the City, which authorizes a specific use including, but not limited to, the use, installation, construction, operation, maintenance, or repair of City facilities, including transportation, public access, communications, solar, and conservation. This term shall not include utility and/or drainage easements.

…

IMPACT – Any new development that results in an increase in person travel demand above the demand generated by the existing use of property.

…

MOBILITY – The ability to move people and goods from an origin to a destination by multiple modes of travel in a timely (speed) manner.

MOBILITY FEE – A monetary exaction imposed on new development to fund the most recently adopted mobility plan projects.

MOBILITY FEE ASSESSMENT AREA – A geographic area of the city where mobility fees are assessed on new development at the time of development permit application and paid prior to issuance of the permit.

MOBILITY FEE BENEFIT DISTRICT – A geographic area where mobility fees paid by future development are expended on multimodal projects identified in the Complete Streets Master Plan.

MOBILITY FEE EXPENSE – Expenses include: (a) the repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and any other form of indebtedness then outstanding consistent with statutory allowances and used to advance mobility projects identified in the Mobility Plan; (b) reasonable administrative and overhead expenses necessary or incidental to expanding and improving mobility projects; (c) crosswalks, traffic control and crossing warning devices, landscape, trees, multimodal way finding, irrigation, hardscape, and lighting related to projects; (d) micromobility devices, microtransit vehicles, programs and services, (e) mobility hubs, transit circulators, facilities, programs, shuttles, services and vehicles; (f) reasonable expenses for engineering studies, stormwater reports, soil borings, tests, surveys, construction plans, and legal and other professional advice or financial analysis relating to projects; (g) the acquisition of right-of-way and easements for the improvements, including the costs incurred in connection with the exercise of eminent domain; (h) the clearance and preparation of any site, including the demolition of structures on the site and relocation of utilities; (i) floodplain compensation, wetland mitigation and stormwater management facilities; (j) all expenses incidental to or

connected with the issuance, sale, redemption, retirement, or purchase of bonds, bond anticipation notes, or other forms of indebtedness, including funding of any reserve, redemption, or other fund or account provided for in the ordinance or resolution authorizing such bonds, notes, or other form of indebtedness consistent with statutory allowances and used to advance mobility projects identified in the Mobility Plan; (k) reasonable costs of planning, design, engineering, and construction, including mobilization, maintenance of traffic during construction and CEI (construction engineering and inspection) services of mobility projects, (l) city administration, implementation updates to the mobility plan and mobility fee, including any analysis, assessments, counts, data collection, plans, programs or studies needed for mobility projects, (m), local match for federal, state and county funded projects.

MOBILITY FEE OFF-SET – the equivalent amount of a mobility fee associated with an existing use of a building that is being redeveloped or where a change of occupancy or use is requested. The equivalent mobility fee shall be based on the current use of the building or the most recent use of the building for a vacant building. Upon demolition of a building, offsets shall be available for the period of time specified in the implementing ordinance from the date of demolition unless otherwise provided for in a written agreement with the City.

MOBILITY FEE TECHNICAL REPORT – The City of Boynton Beach Mobility Fee Technical Report with Updated Mobility Plan Projects dated January 2025, that documents the analysis, data, and methodology used to develop a mobility fee, as may be amended from time to time, and is adopted pursuant to an implementing ordinance which authorizes imposition of the mobility fee.

MOBILITY PLAN – The Streets Plan, Multimodal Corridors Plan, Transit Plan, and Mobility Plan Programs included in the City of Boynton Beach Mobility Fee Technical report dated January 2025, as may be amended from time to time, or updates to the City's Complete Street Mobility Plan, to meet future person travel demand and serves as the basis for the City's Mobility Fee.

MOBILITY PLAN PROGRAM – The mobility initiatives, plans, services, and studies that the City will undertake to implement the Mobility Plan that are not defined mobility projects and may be funded by mobility fees.

MOBILITY PLAN PROJECT – Corridor and intersection improvements such as bike lanes, buffered bike lanes, protected bike lanes, intersections, interchanges, landscape, shared-use paths, boardwalks, pedestrian overpasses or underpasses, roads, roundabouts, sidewalks, streets, and streetscape. Mobility plan projects also include policies, programs and services, wayfinding, micromobility devices, and transit vehicles, lanes, stops, and facilities, along with mobility hubs. Projects can include new or additional road travel lanes and turn lanes,

upgrade of roads that results in a change in functional classification of the road, complete and low speed streets, curbless shared streets, new or upgraded traffic signals, traffic synchronization, mobilization, maintenance of traffic, survey, geotechnical and engineering, utilities, construction, PD&E, planning, engineering and inspection, utility relocation, right-of-way, easements, land acquisition, stormwater management facilities. These projects may also be referred to as mobility projects, multimodal projects, or projects in the Mobility Fee Technical Report and Mobility Fee Ordinance.

…

MULTI-FAMILY RESIDENTIAL SQUARE FEET – The sum of the area (in square feet) of each building measured from the exterior surface of the exterior walls. This includes common areas, lobbies, leasing offices, and residential amenities not accessible to the public. Retail or office square footage leased to a third party would pay the applicable mobility fee rate. Square footage does not include parking garages or structures.

…

NON-RESIDENTIAL SQUARE FEET – The sum of the gross floor area (in square feet) of the area of each floor level under cover, including cellars, basements, mezzanines, penthouses, corridors, lobbies, stores, and offices, that are within the principal outside faces of exterior walls, not including architectural setbacks or projections. Included are all areas that have floor surfaces with clear standing head room (six feet six inches, minimum) and are used as part of the primary use of the property. If an area within or adjacent to the principal outside faces of the exterior walls is not enclosed, such as outdoor restaurant seating, areas used for storage of goods and materials, or merchandise display, and is determined to be a part of the primary use of property, this gross floor area is considered part of the overall square footage of the building. Areas for parking, circulation, ingress, egress, buffers, conservation, walkways, landscape, stormwater management, and easements or areas granted for transit stops or multimodal parking are not included in the calculation of square feet.

…

PERSON MILES OF CAPACITY (PMC) – The number of persons' "capacity" that can be accommodated, at a determined standard, on a facility while walking, bicycling, riding transit, driving, or using a mobility-assisted device over a defined distance.

PERSON MILES OF TRAVEL (PMT) – A unit used to measure person travel made by one person where each mile traveled is counted as one person mile. PMT is calculated by multiplying person trip length by the number of person trips. The increase in future person miles of travel is used to plan mobility project needs that form the basis for a mobility fee.

PERSON TRAVEL DEMAND (PTD) – The travel demand from new development based on trip generation, the percentage of new trips, vehicle trip lengths, limited access travel,

origin-destination factors, vehicle miles of travel, and person miles of travel factors. The resulting mobility fees are roughly proportional to the person travel demand per use and assessment area provided on the mobility fee schedule.

PERSON TRIP – a trip by one person by one or more modes of travel including, but not limited to, driving a motor vehicle or low speed electric vehicle, riding transit, walking, bicycling, or form of person powered, electric powered, or gasoline powered device.

…

SINGLE-FAMILY RESIDENTIAL SQUARE FEET – the sum of the area (in square feet) of each dwelling unit measured from the exterior surface of the exterior walls.

…

TRANSPORTATION SYSTEM – The right-of-way, easements, roads, streets, alleyways, curb-cuts, traffic control devices, stormwater management facilities, utilities, and multimodal facilities that allow for circulation, mobility, and parking within the City and accessibility to land uses, property, and modes of transportation within the City.

…

VEHICLE MILES OF TRAVEL (VMT) – A unit to measure vehicle travel made by a private motor vehicle, such as an automobile, van, pickup truck, or motorcycle, where each mile traveled is counted as one vehicle mile regardless of the number of persons in the vehicle. VMT is calculated by multiplying the length of a road segment by the total number of vehicles on that road segment.

VEHICLE TRIP – a single motor vehicle, regardless of the number of persons in the motor vehicle.

…

Section 3. Part III, "Land Development Regulations," Chapter 2, "Impact and Selected Fees," Article VI, "Impact and Selected Fees," Section 7, "Palm Beach County Fees" of the City of Boynton Beach Code of Ordinances is amended as follows:

Sec. 7. Palm Beach County Fees.

Palm Beach County ordinances require that certain impact fees be paid concurrent with development activities and collectible prior to the issuance of certain permitting fees. Developers in Boynton Beach shall pay such fees in accordance with Palm Beach County ordinances, except for road impact fees within the Mobility Fee Assessment Area. Developers within the Mobility Fee Assessment Area shall pay mobility fees to the City as a replacement for County Road impact fees in accordance with Chapter 2, Article VI, Section 10.

Section 4. Part III, "Land Development Regulations," Chapter 2, "Impact and Selected Fees," Article VI, "Impact and Selected Fees," Section 10, "Mobility Fees" of the

City of Boynton Beach Code of Ordinances is established as follows:

Sec. 10. Mobility Fees

A. General.

1. Purpose and Intent. This section is intended to impose a mobility fee, assessed at application for a development permit for new development that results in an increase in person travel demand and to be paid to the City prior to issuance of the development permit, in an amount based upon the person travel demand attributable to new development and the cost of providing the person miles of capacity needed to serve such person travel demand. This section shall not be construed to authorize the imposition of mobility fees related to mobility project needs attributable to existing development.

2. Pro Rata Share. This section is intended to allow new development in compliance with the comprehensive plan to share in the burdens of growth. New development shares in this burden by paying a pro rata share of the reasonably anticipated costs of mobility projects needed to accommodate the person travel demands created by new development, as well as by complying with other appropriate development order conditions.

3. Technical Report. Towards this end, mobility fees are based upon the calculation methodology incorporated in the "City of Boynton Beach Mobility Fee Technical Report with Updated Mobility Plan Projects" dated January 2025, approved by Resolution No. 25-036, as may be amended from time to time.

4. Applicability. A mobility fee is hereby imposed on new development within the Mobility Fee Assessment Area that results in an increase in person travel demand above and beyond the current use of property in accordance with Section 10. C. of this Article. The limits of the Mobility Fee Assessment Area are delineated in the Mobility Fee Technical Report. The general limits of the Assessment Area consist of all areas of the City east of Interstate 95 and portions of the City west of Interstate 95 with a western boundary that meanders and parallels Congress Avenue.

5. Benefit District. To ensure adherence with the benefits requirement of the dual rational nexus test, a Mobility Fee Benefit District has been established and is delineated in the Mobility Fee Technical Report. In recognition that person travel does not always end at city limits, but the Mobility Fee Benefit District extends beyond city limits. The general limits of the Benefit District consist of the northern boundary formed by Hypoluxo Road from US Hwy 1 to Military Trail, the eastern boundary is formed by portions of US Hwy 1, the Intercoastal, and the Atlantic Ocean, the southern boundary is formed by city limits and the L 30 Canal from the Intercoastal to Military Trail, and the western boundary is formed by Military Trail.

6. Terms and Definitions. See Chapter 1, Article II or the Mobility Fee Technical Report for the terms and definitions associated with mobility fees. Definitions provided in Chapter 1, Article II shall control over the Technical Report as it relates to mobility fees.

7. Waiver. Any request to waive a mobility fee shall be in accordance with the City Code of Ordinances Part II, Chapter 8, Economic Development, Section 8-1.

B. Adoption of Mobility Fee Technical Report. The report entitled "City of Boynton Beach Mobility Fee Technical Report with Updated Mobility Plan Projects dated January 2025," approved by Resolution No. 25-036, as may be amended from time to time, is hereby adopted. This adoption includes but is not limited to, the following: the mobility plan projects included in the Technical Report, the basis of the assumptions, conclusions, and findings in such report as to the basis of the mobility fee, the methodology to calculate the mobility fee, and detailed methodology supporting the City of Boynton Beach mobility fees consistent with the mobility plan projects included in the Technical Report. The Technical Report consists of maps identifying mobility plan projects for future consideration, tables identifying specific mobility projects reflected on the maps, and mobility projects consisting of services and programs not reflected on the maps, such as mobility programs. The Technical Report shall be maintained and made available by the City upon request.

C. Mobility Fee Imposition. The mobility fee imposed by this section shall apply to new applications for development permits submitted on or after May 20, 2025, for future development that results in an increase in person travel demand above and beyond the current use of property.

1. Exclusion. This section shall not be imposed on following permits:

a. No Increase in Demand. Room additions, remodeling, rehabilitation, or other improvements to an existing structure, provided there is no increase in person trips or person travel demand and no increase in square footage for non-residential uses and no increase in the number of dwelling units for residential uses;

b. Improvements for Mobility Impaired Persons. Room additions, remodeling, rehabilitation, or other improvements to an existing structure, provided there is a demonstration the changes are needed to an existing residence to accommodate a mobility impaired person or home care that requires additional space to live or recover for medical reasons;

c. Rebuilding of Structure. Rebuilding of a damaged or destroyed structure, whether voluntary or involuntary, provided there is no increase in the intensity of use or no increase in square footage for non-residential uses and no increase in the number of dwelling units for residential uses;

d. Change in Use. A change in use that does not generate additional person trips or person travel demand or any increase in square footage for non-residential uses or increase in the number of dwelling units for residential uses; or

e. Accessory Structures. Accessory buildings that do not result in an increase in person trips or person travel demand will be exempt from the fee (e.g., detached garages, sheds, parking structures, covered parking).

2. Imposition. There is hereby imposed upon all new development that results in an increase in person travel demand above and beyond the current use of land, a mobility fee assessed at the time of development permit application and due prior to the issuance of the development permit. No development permit shall be issued until said mobility fee shall have been paid except as otherwise herein provided. Mobility fees are assessed at the mobility fee rate in effect at the time of development permit application. If the development permit is for less than the entire contemplated development, the fee shall be computed for the amount of development covered by the development permit. The obligations for payment of mobility fees shall run with the land.

a. Attributable Travel. The mobility fee is calculated based on the person travel demand attributable to the uses included in the mobility fee schedule.

b. Increase in Demand. Additionally, the mobility fee will be imposed for any structure that is altered, expanded, replaced, or has a change in use that results in an increase in person travel demand above and beyond the existing use of land.

c. Proportionate Share. Any developer, who, prior to the effective date for mobility fees, paid City proportionate share may be eligible for a pro-rata credit. Administrate procedures shall detail the requirements for a proportionate share credit agreement and said agreement shall be required prior to issuance or utilization of any credit. The credit shall also be adjusted to account for service charges or payment of the service charges based on the amount of credit provided.

d. Change in Size or Use. If the person travel demand increases due to a change in size or use, the mobility fee assessed shall be the incremental difference resulting from the alteration, expansion, replacement, or change in use as determined by the uses in the mobility fee schedule. less the mobility fee that would be imposed based on the existing use prior to the alteration, expansion, or replacement.

e. Reduction in Impact. If there is a change in use that results in a decrease in person travel demand generated by the previously allowed use, the applicant shall not be entitled to a refund or credit.

f. Abandoned Use. A structure or use of land that is inactive and has been abandoned for a period of more than three (3) years shall not be considered an existing

or active use for purposes of calculating mobility fee off-sets. The mobility plan and mobility fee are to be updated every three (3) years, and person travel demand is measured on a yearly basis. Therefore, person travel associated with the use is no longer captured in collected data travel demand, which is used to plan for future needed mobility projects. The City shall be required to document its findings and provide evidence the use or structure has been vacant for more than three (3) years. The applicant would be required to document and provide evidence that the City finding was not accurate if a request for a mobility fee is requested, and the City has found that the use was vacant more than three (3) years.

g. Prior Mitigation. For uses and structures considered to be active, any previous payment of proportionate share, mobility fees, or road impact fees under this section may be credited against the appropriate mobility fees owed because of a change of use or reestablishing a use of land or structure that has been vacant is not considered abandoned.

h. Request for Credit or Off-Set. Any request for credit or offsets of a mobility fee shall be made prior to the submittal of a development permit application and shall be resolved prior to issuance of a development permit unless otherwise stated in a written agreement per the applicant and the City per the requirements detailed in the administrative procedures. Any credits or off-sets not so claimed shall be deemed waived by the fee payer.

D. Mobility Fee Schedule. Any person who shall initiate any new impact generating land development activity, except as otherwise provided for herein, shall pay a mobility fee, based on the applicable assessment area established in the mobility plan and mobility fee technical report, as set forth in the following Mobility Fee Schedule:

Mobility Fee Schedule

Use Categories, Use Classifications, and Representative Uses	Mobility Fee
Residential Uses per sq. ft., unless otherwise indicated	
Single-Family Residential Dwelling (Attached, Detached, Duplex, Accessory Dwelling, Townhouse) [1]	$2.81
Multi-Family Residential Dwelling (Apartment, Condo, 3 or more Attached Dwellings, Dormitory) [2]	$3.31
Mobile Residence (Mobile Home (MH), Recreational Vehicle (RV), MH and/or RV Park) [3] per space or lot	$3,059
Institutional per sq. ft.	

Community Serving (Civic Club, Gallery, Museum, Performance Venues, Place of Assembly or Worship)	$3.70
Group Home (Assisted Living, Care or Recovery Homes, Congregate Living Facility, Nursing Home)	$3.66
Private Education (Afterschool, Family Day Care, K-12, Pre-K, Trade School, Tutor)	$7.93
Commercial Recreational Uses [4] per sq. ft., unless otherwise indicated	
Marina (wet berths, dry slips, ancillary repair, yacht club) per berth	$3,168
Entertainment, Outdoor (Amusement, Golf, Multi-Purpose, Recreation, Sports, Tennis) per acre	$28,850
Entertainment, Indoor (Amusement Arcade, Exercise Studio, Fitness, Gym, Health, Indoor Sports, Recreation)	$16.34
Industrial Uses per sq. ft.	
Industrial (Assembly, Brewery, Development and Testing, Distribution and Processing, Microbrewing, Trades, Utilities)	$2.95
Commercial Storage (Boat / Vehicle, Junk /Salvage Yard, Recycling / Waste Management, Open, Self-Service, Warehouse) [5]	$1.18
Office Uses per sq. ft.	
Office (Administrative, Business, Hospital, Post Secondary Education, Professional, Real Estate)	$5.89
Medical or Dental Office (Clinic, Dental, Health Service, Laboratory, Professional Care, Emergency Care, Rehab, Veterinary)	$14.78
Retail Uses per sq. ft.	
Retail (Auto / Boat Rental or Sales, New or Used Merchandise, Personal or Pet Care, Sales, Services, Stores) [6]	$7.92
High Impact Retail (Alcoholic Beverages, Banks, Grocery Store, Pharmacy & Drug Store, Sit-Down Restaurant) [7]	$17.24
Convenience Retail (Convenience Store, Fast Food Restaurant, Gasoline Station) [7]	$41.38
Non-Residential Uses per applicable unit of measure [8]	

Auto / Boat / Car Wash (Automated, Cleaning, Dry, Detailing, Polishing, Self-Serve, Vacuum, Wash, Wax) [9] per lane or stall plus per five (5) Stations	$16,134
Auto Charging or Fueling (Commercial Facility which requires Membership or Payment) [10] per charging or fueling position	$14,039
Auto or Boat Repair / Service (Brakes, Install, Maintenance, Major, Minor, Quick Lube, Repair, Tint, Tires) [11]	$8,580
Bank or Financial Drive-Thru Lane or Free-Standing ATM [12] per lane or ATM	$20,661
Fast Food or Quick Service Restaurant Drive Thru [13] per lane	$37,215
Overnight Lodging (B&B, Condo Hotel, Hotel, Motel, Short-term Rental, Transient) [3] per room	$4,108
Retail Drive-Thru (Dry Cleaner, Dollar Store, Grocery Store, Pharmacy & Drug Store, Retail) [14] per lane	$18,288

Mobility Fee Schedule Footnotes

[1] Single-Family Residential Square Feet is the sum of the area (in square feet) of each dwelling unit measured from the exterior surface of the exterior walls.

[2] Multi-Family Residential Square Feet is the sum of the area (in square feet) of each building measured from the exterior surface of the exterior walls. This includes common areas, lobbies, leasing offices, and residential amenities not accessible to the public. Retail or office square footage leased to a third-party would pay the applicable mobility fee rate. Square footage does not include parking garages or structures.

[3] Any retail, office, or non-residential square footage that is leased to a third-party use to provides drinks, food, goods, or services to the public shall be required to pay the applicable mobility fee per the individual uses identified in the mobility fee schedule.

[4] For Commercial Recreational Uses that feature both indoor facilities and outdoor recreation, the indoor shall be based on the indoor mobility fee rate, the outdoor shall be made on the outdoor rate, any other uses shall pay the applicable mobility fee for the land use.

[5] Acreage for any unenclosed material and vehicle storage, including but not limited to boats, commercial vehicles, recreational vehicles (RV), and trailers, sales and display shall be converted to square footage.

[6] Retail includes all uses that do not fall under High Impact or Convenience Retail and generate less than 75 daily trips per 1,000 sq. ft. per the latest ITE Generation Manual or alternative study.
[7] High Impact Retail includes banks, pharmacies, sit down restaurants (non-fast food), grocery stores, supermarkets, beer, liquor, package, wine and spirits stores, bars, nightclubs, lounges. These uses generate between 75 and 250 daily trips per 1,000 sq. ft. per the latest ITE Generation Manual or alternative study. Convenience Retail includes convenience stores, gas stations, service stations, coffee, donut, sandwich, food and beverage that would be considered fast food or quick service restaurants. These uses generate between more than 250 daily trips per 1,000 sq. ft. per the latest ITE Generation Manual or alternative study.
[8] Non-residential uses are assessed applicable mobility fees per unit of measure in addition to the mobility fee assessed with the square footage of the building.
[9] Auto / Boat / Car Wash shall mean any car wash, wax, or detail where a third party or automatic system performs the cleaning service. Mobility Fees are assessed per bay or stall, plus per five (5) finishing stations. See definition for further detail. The applicable mobility fee rate would also be assessed for any additional building square footage under retail uses.
[10] Auto Charging or Fueling per position apply to a convenience store, gas station, general store, grocery store, supermarket, superstore, variety store, wholesale club or service stations with charging stations or fuel pumps. In addition, there shall be a separate mobility fee for the square footage of any retail building per the applicable mobility fee rate under retail uses. The number of charging or fueling positions is based on the maximum number of vehicles that could be charged or fueled at one time. Non-commercial vehicle charging stations associated with residential or non-residential uses that are required by the City or are provided by the owner as an amenity and not a commercial purpose shall not be assessed a mobility fee.
[11] Auto or Boat Repair/Service includes maintenance, repair, and servicing of motor vehicles. Mobility Fees are assessed per bay or stall, plus a retail rate associated with any additional building sq. ft. under retail uses for waiting areas, parts, and sales.

[12] Banks shall pay the High Impact Retail rate for the square footage of the building under the retail use category. Drive-thru lanes, Free Standing ATM's and Drive-thru lanes with ATM's are assessed a separate fee per lane or per ATM and are added to any mobility fee associated with a bank building. The free-standing ATM is for an ATM only and not an ATM within or part of another non-financial building, such as an ATM within a grocery store.

[13] Any drive-thru associated with a fast food restaurant will be an additive fee in addition to the applicable Convenience Retail mobility fee per square foot of the building. The number of drive-thru lanes will be based on the number of lanes present when an individual places an order or picks up an order, whichever is greater.

[14] Any drive-thru associated with a Retail or High Impact retail use will be assessed an additive mobility fee in addition to the applicable retail use mobility fee rate per square foot of the building. The number of drive-thru lanes shall be based on the total number of lanes available for either pick-up, drop-off, or placement of an order for goods or services.

E. Mobility fee determination.

1. Determination. The mobility fee shall be determined using the land use classifications in the mobility fee schedule pursuant to Section 10.D. Mobility Fee Schedule of this Article.

2. Closest use determination. In the event a project involves a use not contemplated under the mobility fee land use classifications in Section 10.D. Mobility Fee Schedule, the Planning and Zoning Director or their designee shall determine the mobility fee utilizing the closest land use classifications in the Technical Report approved by Resolution No. 25-036 and the administrative manual.

3. Mixed-use. In the event of a development that involves a mixed-use project, the mobility fee administrator shall determine the mobility fee based on each separate mobility fee land use classification included in the proposed mixed-use project.

4. Assessment. The mobility fee will be determined using the appropriate use category, land use classification, assessment rate, and rate established pursuant to Section 10.D. of this Article.

F. Alternative Determination.

Alternative mobility fee or special mobility fee determinations may be authorized. In the event an applicant believes that the cost to mitigate the impact of the development of improvements needed to serve the applicant's proposed development is less than the fee established in this Section, the applicant may request consideration of and submit an alternative mobility fee or special mobility fee determination request, along with an application and review fee as determined by the City and support materials to substantiate the request to the mobility fee administrator pursuant to the provisions of this section. If the mobility fee administrator finds that the data, information, assumptions, formulae, and methodology used by the applicant to calculate the alternative mobility fee or special mobility fee satisfy the requirements of this section, the alternative mobility fee or special mobility fee shall be deemed the mobility fee due and owing for the proposed development.

1. Calculation of Fee. The mobility fee administrator is responsible for calculating mobility fees in accordance with the provisions of this Section. If an applicant believes project impacts are lower than justified by the findings of this Section, or believes the proposed use is incorrectly assigned as identified in the mobility fee schedule, or that the assumptions that derive the mobility fee are not applicable to a specific proposed land use, an adjustment to the fees may be requested along with an application and review fee. The mobility fee administrator shall determine whether the request shall be reviewed as either an alternative mobility fee determination or a special mobility fee determination, based upon the impact of the proposed use on the multimodal transportation system. The process for reviewing alternative mobility fee determinations is listed below in Section 10.F of this Article The process for special mobility fee determinations for minor projects with significantly less impacts is found in Section 10.F of this Article.

2. Alternative Mobility Fee Determination.

a. The alternative mobility fee determination shall be based on data, information, assumptions, formulae, and methodology contained in this Article and the mobility fee study referred to in Section 10.B of this Article herein, or independent sources, provided that:

(1). The independent source is an accepted standard source of transportation engineering or planning data or information; or

(2). The independent source is a local study carried out by a qualified planner or engineer pursuant to an accepted methodology of planning or engineering; or

(3). Where different data, information, assumptions, formulae, or methodology are employed, such differences shall be specially identified and justified.

b. An alternative mobility fee calculation shall be undertaken through the submission of an application for review of an alternative mobility fee determination for the mobility fee component for which an alternative mobility fee calculation is requested. A developer shall submit such an application prior to the submittal of a building or special use permit application or as otherwise agreed to in the Mobility Fee. The City may submit such an application for any proposed land development activity for which it concludes the nature, timing, or location of the proposed development makes it likely to generate impacts costing substantially more to remedy than the amount of the fee that would be generated by the use of the Mobility Fee Schedule in Section 10.D.

c. Within twenty (20) days of receipt of an application for review of an alternative mobility fee determination, the mobility fee administrator, shall determine if the application is complete. If the mobility fee administrator determines that the application is not complete, a written statement specifying the deficiencies shall be sent to the applicant. The application shall be deemed complete if no deficiencies are specified. The mobility fee administrator shall take no further action on the application until it is deemed complete.

d. When the mobility fee administrator determines the application is complete, it shall be reviewed, and a written decision shall be rendered in thirty (30) days on whether the mobility fee should be modified and, if so, what the amount should be.

e. If the mobility fee administrator finds that the data, information, assumptions, formulae, and methodology used by the applicant to compute the alternative mobility fee calculation satisfies the requirements of this Article, the re-determined mobility fee shall be deemed the mobility fee due, and owing for the proposed land development activity. This adjustment in the fee shall be set forth in a mobility fee agreement which shall be entered into pursuant to Sections 10.H, Presumption, Agreements, and Security Requirements.

f. A determination by the mobility fee administrator that the alternative mobility fee re-determination does not satisfy the requirements of this Article may be appealed to the City Commission.

g. The applicant shall be responsible for the full costs that the City may incur to review the alternative mobility fee data and methodology, which may include consultant and legal costs. Payment will be due at the time of the request for the alternative calculations.

h. An applicant who submits a proposed alternative mobility fee pursuant to this section and desires the issuance of a building permit or special use permit prior to the resolution of the pending alternative mobility fee shall pay the applicable mobility fee

prior to, or at the time said applicant desires the building permit. Said payment shall be deemed paid "under protest" and shall not be construed as a waiver of any rights. Any difference in the amount of the mobility fee after the determination of the pending alternative mobility fee shall be refunded to the applicant.

3. Special Mobility Fee Determination. An applicant may request a special mobility fee determination for smaller, less intense projects when data and information are presented that substantiates that a project has unique characteristics other than those upon which the mobility fee calculation was based. It is the applicant's responsibility to submit adequate justification and support data to substantiate a lower impact to the mobility fee administrator. The mobility fee administrator may review the request and ask for additional information. The applicant is responsible for additional costs that the City may incur to review these special requests, including consultant and legal costs. Payment will be due at the time of request for the determination.

G. Reserved.

H. Reserved.

I. Mobility Fee Credits.

1. Capital Improvements Program. Only mobility projects included in the capital improvements program are eligible for mobility fee credits, except as provided for in Section 10.I. An applicant may request that the City Commission add mobility projects to the capital improvements program. The mobility projects requested for inclusion in the capital improvements program shall be based upon the mobility plan. The administrative manual shall detail the information required to request mobility projects be added to the capital improvements program for purposes of establishing mobility fee credits.

2. Adopted Plans. Mobility projects included in plans adopted by the City Commission, a Community Redevelopment Agency, the Palm Beach County Transportation Planning Agency (TPA), the Florida Department of Transportation (FDOT), Palm Beach County, a Transit Authority, a State of Florida Department, the Treasure Coast Regional Planning Council, or other governmental entity or utility provider may be considered for credit eligibility if the mobility fee administrator, in consultation with the City's Planning and Public Works Department, determines the mobility project implements the mobility goals of the Comprehensive Plan. The administrative procedures shall detail the information required to request consideration for multimodal projects identified in an adopted plan for purposes of establishing mobility fee credits.

3. Development Orders or Permits. An applicant may request mobility fee credit against any mobility fee assessed pursuant to Section 10.D. in an amount equal to

the cost of mobility projects or contributions of land, money or services for multimodal projects contributed or previously contributed, paid for or committed to by the applicant or his predecessor in interest where the mobility project is a condition of a development order or permit. The administrative procedures shall detail the information required to request establishing mobility fee credits for off-site multimodal projects or the upgrade of on-site mobility projects in excess of plan or code requirements pursuant to Section 10.I. of this Article that are a condition of a development order or permits issued by the City, County, or FDOT, or requested by the City Engineer, that increase person capacity above and beyond that needed to serve the new development may request credit. Mobility fee agreements pursuant to Section 10.H., shall be required.

4. Plan and Code Requirements. Mobility projects required to meet minimum Comprehensive Plan and Land Development Code requirements are not eligible for any mobility fee credit. Site access improvements for turn lanes, sidewalks, bike lanes, paths, trails, mobility hubs, round-a-bouts, or traffic signals internal to the development, along the adjacent boundary of the development, at development entrances, or immediately adjacent to the development and considered site-related are not eligible for any credit, except as provided for in Section 10.J. of this Article.

5. Amount of Mobility Fee Credit. The amount of developer contribution credit to be applied to the mobility fee shall be determined according to the following standards of valuation:

a. The appraised fair market land value of the contributed parcel as of the date of building permit, agreement to contribute, or contribution, whichever is earlier. The administrative manual shall detail requirements for qualifications of appraisers and establish a process if the City disagrees with the appraised value. No credit should be granted pursuant to this section unless the cost of the improvements or dedication of land were paid for and the contributions made within the last three (3) years; and

b. The cost of mobility projects shall be based upon documentation certified by a professional engineer or registered planner, and such documentation shall be reviewed and approved by the City Engineer. The City reserves the right to require the developer to competitively bid in accordance with the City Code, in which case the credit shall be limited to the actual cost or 100 percent of the lowest responsible bid amount, whichever is less. All bidders shall be qualified to construct the multimodal projects. The administrative manual shall provide additional detail on the types of documentation to be provided and detail the cost components of multimodal projects that may be eligible for credit; and

c. The administrative manual shall detail additional requirements for mobility fee credit documentation and the options available and process for any excess mobility fee credit.

6. Transfer of Mobility Fee Credit. Credit for contributions, payments, construction, or dedications of a mobility fee shall not be transferable to another property where a mobility fee is imposed, unless provided for in a developer agreement, mobility fee agreement, or as provided for in Florida Statute. Credit shall first be used for the full development potential of the land development activity for which a development order was approved before any excess credit can be considered for transfer to another property. The establishment, tracking and agreement to allow credit transfer shall be consistent with the processes and requirements detailed in the administrative procedures or as specified in a developer agreement or mobility fee agreement.

J. Mobility Fee Benefit District.

1. Intent. The establishment of mobility fee benefit district is the best method of ensuring that the mobility fees paid by new development provide a benefit to the new development which paid the mobility fees as required in the benefits test of the dual rational nexus test.

2. Expenditure. The mobility fee benefit district provides a clearly defined boundary for the expenditure of mobility fee revenue. Using the mobility fee benefit district ensures that funds paid by new development are spent on multimodal projects to accommodate person travel demand within the benefit district, providing a reasonable nexus between the expenditure of mobility fee revenue and the development for which the mobility fees are paid.

3. Establishment. The extent of the mobility fee benefit district shall be all areas within city limits, including existing County enclaves. For purposes of mobility fee expenditures, the Technical Report provides a Mobility Fee Benefits District Map.

K. Mobility Fee Fund Account. There is hereby-established a mobility fee fund account for the mobility fee benefit district. For accounting purposes, mobility fees shall be considered special revenue funds. Mobility fees collected from property located within the mobility fee benefit district shall be deposited into the corresponding mobility fee fund. Funds withdrawn from these accounts shall be used solely in accordance with the provision of sections 10.J. and 10.L. The mobility fee fund account is subject to audit and reporting requirements of section 163.31801, Florida Statutes, or as amended by the Legislature.

L. Mobility Fee Expenditures.

1. Expenditure of Funds. Amounts on deposit in the mobility fee fund account shall be used by the City solely for developing multimodal projects or for financing directly, or as a pledge against bonds, revenue certificates, and other obligations of indebtedness, the costs of multimodal projects, or portions thereof, that are located in the mobility fee benefit district from which the funds were collected, that are included in the capital improvement element or program, an adopted plan, as a development order or permit condition, or where the City Commission agrees to add the mobility project to the capital improvements program.

2 Prohibition. The amounts on deposit in the mobility fee fund shall not be used for an expenditure that would be classified as a transportation operation and maintenance expense unless expressly included in the capital improvements program or mobility plan with justification for using funds for the operation and maintenance of a mobility project.

3. Use of Funds. Funds withdrawn from the mobility fee account must be used solely in accordance with the provisions of this section. The disbursal of such funds shall require the approval of the City Commission upon recommendation of the City Manager.

4. Finding of Benefit. The use of mobility fees outside city limits but within the Mobility Fee Benefit District shall require a written finding with evidence that the expenditure of funds will provide a mobility benefit to the development that paid a mobility fee to the City.

5. Interest-Bearing Accounts. Any mobility fee funds on deposit not immediately necessary for expenditure shall be invested in interest-bearing accounts. Funds may be pooled for investment, provided all income derived from the fund's assets is deposited in the applicable fund account.

M. Mobility Fee Refunds.

1. Refund Required. The mobility fees collected pursuant to Section 10.D. of this Article shall be returned to the then present owner of the development if the fees have not been encumbered or spent by the end of the calendar quarter immediately following seven (7) years from the date the fees were collected, or if the development for which the fees were paid was never begun.

2. Refund Process. Mobility fees collected shall be deemed to be encumbered or expended on a “first in-first out” basis (i.e., the first money placed in a fee fund shall deemed to be the first money expended or encumbered). The following procedure will apply for requests for eligible refunds:

a. The then present owner must petition the City Commission for the refund within one (1) year following the end of the calendar quarter immediately following seven (7) years from the date on which the fee was received.

b. The petition must be submitted to the City Manager and must contain:

(1) A notarized sworn statement that the petitioner is the current owner of the property or his authorized agent; and

(2) A copy of the dated receipt issued for payment of the fee or other competent evidence of payment; and

(3) A certificate of title or attorney's title opinion showing the petitioner to be the current owner of the property or his authorized agent; and

(4) A copy of the most recent ad valorem tax bill; and

(5) A copy of the building permit or development agreement pursuant to which the mobility fees were paid.

c. Within sixty (60) days from the date of receipt of a petition for refund, the City Manager or designee shall advise the petitioner and the City Commission of the status of the fee requested for refund. For the purposes of determining whether fees have been spent or encumbered, the first money placed in a trust fund account shall be deemed to be the first money taken out of that account when withdrawals have been made in accordance with section 10.L.

d. When the money requested is still in the mobility fee fund account and has not been spent or encumbered by the end of the calendar quarter immediately following seven (7) years from the date the fees were paid, the money shall be returned with interest at the rate of one (1) percent per annum.

e. When a refund is requested because construction was never begun, all development order approvals shall have expired, and the applicant shall execute an agreement acknowledging the expiration of development order approval.

f. A request for a refund of mobility fees must be made one (1) year from the issuance of the building permit or special use permit or six (6) months from the expiration of the permit, whichever is later only if no development activity has started. The refund amount will be less ten (10) percent of the fees that were ultimately to have been paid, regardless of the amount actually paid, to cover administrative costs. If the applicant does not apply within the time limits stated above, there will be no refund.

N. Effect on Land Use and Development Regulations.

1. Land Use. The listing of a use in the mobility fee schedule is solely for purposes of establishing the applicable mobility fee schedule for such use, and such listing does not mean that the use is permitted or available under the applicable Comprehensive Plan Future Land Use Element and Zoning District requirements. In addition, the listing of the use in the mobility fee schedule shall not be considered evidence that the use is appropriate in any existing or future land use classification or zoning district.

2. Land Development Code. The payment of mobility fees does not ensure nor grant compliance with the City's land development code, including regulations relating to site access, corridor access management, substandard roads, secondary access, timing, and phasing, or mobility impact or site impact review. However, if such regulations require transportation mitigation for the same travel demand impacts addressed through the payment of mobility fees, such regulations shall be deemed to provide for mobility fee credit against imposed mobility fees consistent with Federal and State laws and this section.

O. Administrative Manual and Service Charges.

1. Administrative Procedures. The City shall prepare and periodically update mobility fee administrative procedures that addresses administration, implementation, and update of the mobility plan and mobility fee. The administrative manual shall address assessments, credit and off-set request, fee and land use determinations, special studies, expenditures, and monitoring. The administrative manual shall require acceptation by resolution of the City Commission.

2. Service Charges. The City shall prepare and periodically update mobility fee service charges to ensure that the City's general fund does not bear the full burden of administering and implementing the mobility fees, provided that the service charges does not exceed the City's actual costs of administration and implementation of the mobility fee system per Section 163.31801, Florida Statutes. Mobility fee service charges shall be in addition to the imposed mobility fee and shall account for future updates of the mobility plan and mobility fee in the service charge determination. The mobility fee service charge shall require acceptance by resolution of the City Commission.

P. Annual Report.

The City shall comply with all audit requirements of Florida Statutes. The City shall include in its annual Capital Improvements Plan update an accounting of projects funded by mobility fees. The annual budget shall indicate mobility fee revenues and expenditures.

Q. Review and Update.

1. Mobility Plan and Mobility Fee Update. The Mobility Plan and Mobility Fee shall be updated by the City at least once every four (4) years, with no more than five (5)

years between adoption. The Mobility Plan and Mobility Fee shall be reviewed annually during either the capital improvements budget process or the preparation of the mobility fee annual report. The review shall include a recommendation regarding the need for any interim updates due to factors such as increased cost, amendments to the Future Land Use Element and Map that result in the need for additional infrastructure, and the update of professional technical reports such as the ITE Trip Generation Manual or Highway Capacity Manual or the National Household Travel Survey used in the calculation of a mobility fee. The review and updates shall consider all factors utilized in the most recent computation of mobility fees. Any update more frequent than four (4) years would require a finding of extraordinary circumstances as provided for in Florida Statutes. However, if a full reevaluation and updates are not complete within the required four (4) year period, the last adopted mobility fee shall remain in effect until the reevaluation is complete.

2. Required Notice for Increase. Updates to the mobility fee that result in an increase shall be required to provide 90 days' notice before the increased fees are assessed on new development per Section 163.31801, Florida Statutes.

3. Annual Inflation Adjustment. To ensure that mobility fees keep pace with inflation, on January 1st of each calendar year, starting in 2026, the mobility fees in section 10.B. shall increase by the projected rate of inflation for the upcoming calendar year as determined by the most recent and localized inflation data available.

4. Annual Adjustment. The City shall adjust the mobility fees in section 10.D. of this Article on or before September 30th of each calendar year, starting in 2025, if necessary due to inflation.

5. Notice Provided. The City shall advertise any increase in mobility fees in a publication of general circulation available to City residents and businesses or as permitted by State Statute, on the City's website. The advertisement shall be published and posted 90 days prior to the increase of the mobility fees. The requirements of Section 10.Q.of this Article shall serve as the statutorily required notice to the public that mobility fees will increase on an annual basis, adjusted for inflation, and that Section 10.Q shall be deemed to address Statutory requirements that notice be provided 90 days prior to an increase in a mobility fee. The notice requirement related to sections 10.Q.3. and 4. is provided as a courtesy reminder only.

R. Developer Agreements.

1. Applicability. An applicant may enter into a developer agreement with the City to provide equivalent mobility projects necessary to serve new development.

2. Approval. Any developer agreement proposed by an applicant shall be presented to and approved by the City Commission prior to the issuance of permits. Any

such agreement shall provide for execution by any mortgagees, lienholders, or contract purchasers in addition to the landowner, and shall require the applicant to record such agreement in the public records of Palm Beach County. The City Commission shall approve such an agreement only if it finds that the new agreement will apportion the burden of expenditure for new facilities in a just and equitable manner, consistent with applicable Florida Statutes, case law, and this section.

3. Developer Agreement Amendment. If an applicant has previously entered into a developer agreement with the City with conditions, the applicant or applicant's successor in interest may request an amendment of the prior agreement to bring the conditions into consistency with this section. Applicant must file a request for such modification with the City within one (1) year of the effective date of this section.

S. Vested Rights.

1. Request. It is not the intent of this section to abrogate, diminish or modify the rights of any persons that have vested rights pursuant to a valid governmental act of the City. An applicant may petition the City Commission for a vested rights determination which could exempt the applicant from portions of this section. The City shall evaluate the petition and submit a recommendation to the City Commission based on the following criteria:

a. A valid, unexpired governmental act of the City authorizing the building for which applicants seek a certificate of occupancy exists.

b. Expenditures or obligations made or incurred in reliance upon the authorizing act are reasonably equivalent to the mobility fee required by Section 10.D.

c. That it would be inequitable to deny the applicant the opportunity to occupy a previously approved building under the conditions of the previous approval by requiring the applicant to comply with the provisions of this section.

T. Penalty. Violations of this section shall constitute a misdemeanor enforceable in accordance with the City Code, or by an injunction or other legal or equitable relief in the circuit court against any person violating this article, or by both civil injunctive and criminal relief.

Section 5. Codification. It is the intention of the City Commission of the City of Boynton Beach, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code and Ordinances of the City of Boynton Beach, Florida and that Sections of this Ordinance may be renumbered, re-lettered and

the word “Ordinance” may be changed to “Section,” “Article,” or such other word or phrase in order to accomplish such intention.

Section 6. Scrivener’s Errors. Corrections of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Attorney without a public hearing by filing a corrected or re-codified copy with the City Clerk.

Section 7. Conflicts. That all Ordinances, parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 8. Ordinance to be Liberally Construed. This Ordinance shall be liberally construed to effectively carry out the purposes hereof, which are deemed not to adversely affect public health, safety, or welfare.

Section 9. Severability. If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and in no way affect the validity of the other provisions of this Ordinance.

Section 10. Effective Date. That this Ordinance shall take effect ninety (90) days after passage.

[SIGNATURES ON FOLLOWING PAGE]

FIRST READING this ____ day of _____, 2025.

SECOND, FINAL READING, AND PASSAGE this this ____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor– Ty Penserga	___	___
Vice-Mayor– Aimee Kelley	___	___
Commissioner– Angela Cruz	___	___
Commissioner– Woodrow L. Hay	___	___
Commissioner– Thomas Turkin	___	___
VOTE		___

ATTEST:

_____
Maylee De Jesus, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney



CITY OF BOYNTON BEACH

EXECUTIVE SUMMARY

UPDATED MOBILITY PLAN PROJECTS & MOBILITY FEE





JANUARY 2025

NUE URBAN CONCEPTS
LAND USE · MOBILITY · PARKING · FEES

futureplan

MOBILITY COHORT

THE REPUBLIC DEC
2069

TABLE OF CONTENTS

Executive Summary	II
Updated Mobility Plan Projects	III
Mobility Fee	VIII
Streets Plan	IX
Multimodal Plan	X
Transit Plan	XI
Mobility Fee Assessment Area	XII
Mobility Fee Benefit District	XIII
Mobility Fee Schedule	XIV

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EXECUTIVE SUMMARY

In 1985, the Florida Legislature passed the Growth Management Act that required all local governments in Florida to adopt Comprehensive Plans to guide future development and mandated that adequate public facilities be provided "concurrent" with the impacts of new development. Transportation concurrency became the measure used by local governments to ensure that adequate public facilities, in the form of road capacity, was available to meet the transportation demands from new development.

By 1993, the Florida Legislature recognized that an unintended consequence of transportation concurrency is that it discouraged development in urban areas where road capacity was constrained and pushed development to suburban and rural areas where road capacity was either available or was cheaper to construct. In 2007, the Legislature introduced the concept of mobility plans and mobility fees as an alternative to transportation concurrency, proportionate share, and road impact fees. Mobility fees are a way for new development to equitably mitigate its impact (i.e., traffic) through a streamlined and transparent one-time payment to local governments.

In 2011, the Legislature eliminated state mandated transportation concurrency and made it optional for any local government. In 2013, the Legislature encouraged local governments to adopt alternative mobility funding systems, such as a mobility fee, based on a plan of improvements. In 2019, the Legislature required mobility fees follow the same statutory process requirements as impact fees.

In 2021, the City of Boynton Beach adopted a Complete Streets Mobility Plan that established a framework to enhance mobility for people walking, bicycling, riding transit and driving vehicles. The Plan emphasized safety and connectivity on arterial and collector roads, the majority of which are maintained and owned by Palm Beach County and the Florida Department of Transportation (FDOT). The Complete Streets Mobility Plan was also intended to serve as a basis for adoption of a mobility fee as an alternative to transportation concurrency and County road impact fees. There were events that occurred in 2021 that resulted in the City deciding to not move forward with adoption of a mobility fee.

In 2024, the City authorized a study to move forward with development of a mobility fee. The Florida Legislature adopted House Bill 479 in 2024 that amended Florida Statute to provide further guidance to local governments pursuing alternatives to transportation concurrency and road impact fees. The amendment included definitions for mobility plans and mobility fees and explicitly stated that any local government may adopt an alternative transportation system based on a mobility plan and a mobility fee. The amendment also stated that only one fee to mitigate transportation impacts from new development may be assessed by the local government that issues building permits. HB 479 provided guidance for a municipality to enter into an interlocal agreement with a county where the county assessed a transportation mitigation fee within the municipality.

The 2025 Boynton Beach Mobility Fee is based on updated Mobility Plan Projects that emphasize safe, convenient, connected, and visible projects primarily on City maintained and owned streets. City streets feature lower traffic volumes and slower speeds, which are more conducive to encouraging people to walk, bicycle, and ride transit. The updated Mobility Plan Projects also include County and State Road improvements. Over the next 20 years, the total cost of the updated Mobility Plan Projects is $271,969,256, of which $28,432,500, or 10.45%, are the cost for County Road improvements. Over the past 20 years, the County has collected over $32 million in road impact fees from new development in Boynton Beach and has expended roughly $2 million in the City. Over the next five (5) years, mobility fees collected by the City should be primarily expended on updated Mobility Plan Projects in the City.

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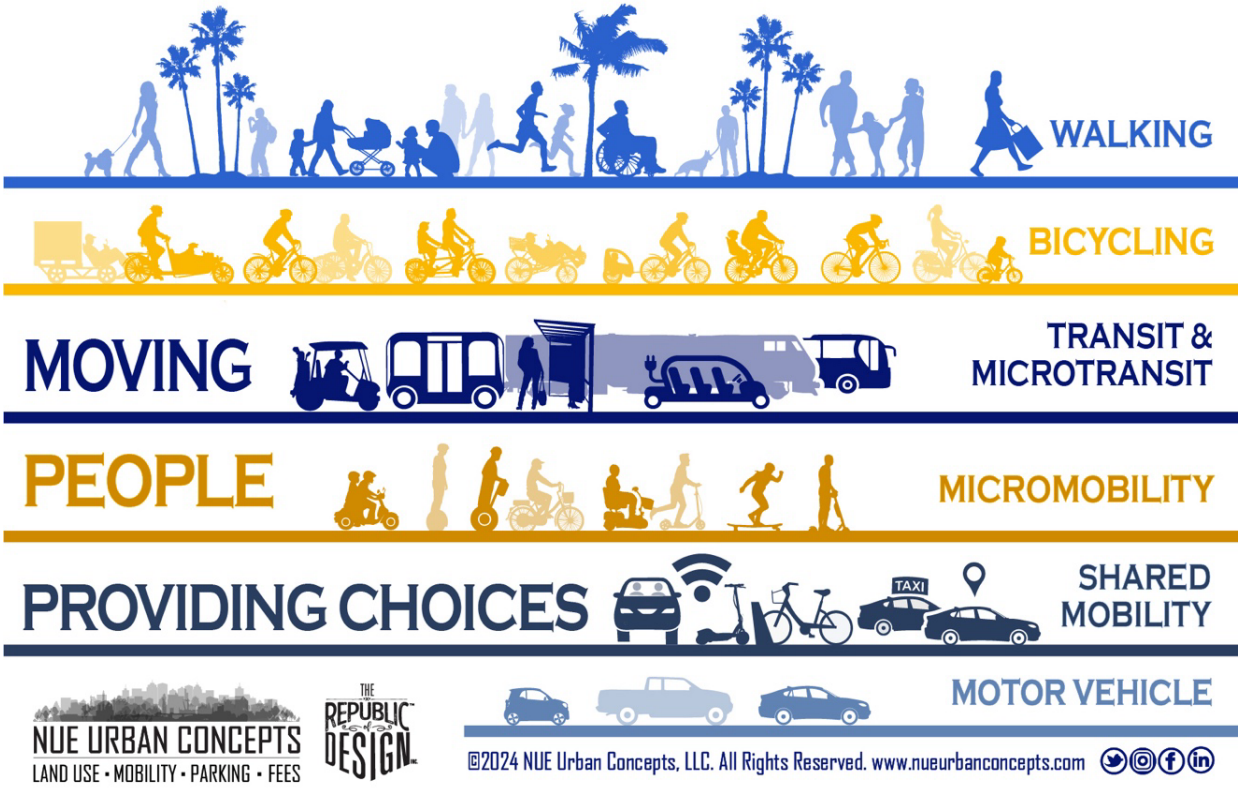
UPDATED MOBILITY PLAN PROJECTS

The updated Mobility Plan Projects serve as the basis to develop the City's Mobility Fee. The updated Mobility Plan Projects provide a foundation for Boynton Beach to proactively prioritize projects to meet the growth, travel, and mobility needs of the community in a manner that is coordinated with the Future Land Use Element in the City's Comprehensive Plan. The updated Mobility Plan Projects support the City's ongoing initiatives to transition its transportation system from primarily moving vehicles, towards a multimodal system focused on safely moving people, whether they choose to walk, bicycle, ride transit, or continue to drive their vehicles. **Mobility Plan Projects consist of walking and streetscape enhancements, curbless shared streets, roadway improvements, shared-use paths, sidewalks, bike lanes, boardwalks, transit circulators, water taxi service, mobility hubs, and multimodal programs, services, and studies.**



The updated Mobility Plan Projects consist of separate Plans for: (1) Streets; (2) Multimodal Corridors; and (3) Transit. The Streets Plan includes projects for walking & streetscape enhancement, curbless shared streets, and complete street roadway widening. The Multimodal Corridors Plan include bike lanes, boardwalks, shared-use paths, sidewalks, and multimodal corridor evaluations crossing I-95. The Transit Plan includes transit circulators, mobility hubs, water taxi docks, and parking facilities. The updated Mobility Plan Projects also includes several Mobility Programs to be further evaluated and implemented.

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STREETS PLAN (Page IX)

The Streets Plan emphasizes improving accessibility, connectivity, and mobility within Boynton Beach. The Streets Plan consist of the following types of projects: (1) Walking & Streetscape Enhancement; (2) Curbless Shared Streets; and (3) Complete Street Roadway Widening.

Walking & Streetscape Enhancement

Mobility Plan Projects for Walking & Streetscape Enhancement are proposed to be designed with the intent to prioritize people walking and feature lower speeds, safer crossings, with appropriate traffic calming and streetscape measures. Walking & Streetscape Enhancements are already under construction along portions of Boynton Beach Blvd and proposed along portions of 1st Avenue, 4th Street, MLK Jr. Blvd, and Federal Hwy (US 1).

Curbless Shared Streets

Curbless Shared Streets are a relatively new concept in the U.S. The recent reconstruction of portions of Clematis Street and Rosemary Avenue within Downtown West Palm Beach are both examples of Curbless Shared Streets. These Streets prioritize creating a walkable environment where vehicles drive slow enough to allow for people to safely bicycle and access transit circulators within shared travel lanes. East Ocean Avenue between US 1 and Seacrest is an ideal initial corridor for conversion to a Curbless Shared Street within Downtown.

Complete Street Roadway Widenings

The Streets Plan includes proposed widenings of portions of 23rd Avenue, 8th Street and Miner Road to construct either center turn lanes or raised landscape medians, along with enhanced multimodal improvements for people walking and bicycling. The Streets Plan also includes the widening of High Ridge Road to four (4) lanes between Gateway Blvd and Miner Road, along with enhanced multimodal improvements for people walking and bicycling.

MULTIMODAL CORRIDORS PLAN (Page X)

The Multimodal Corridors Plan establishes Principal, Major, and Minor Multimodal Corridors to safely connect residents with schools, parks, and major destinations. The Multimodal Corridors are comprised of bike lanes, shared-use paths, sidewalks, street lighting, and high visibility crosswalks, along with hardscape and landscape enhancements. Each Multimodal Corridor is comprised of smaller improvements to City Streets, with some improvements on County and State Roads. The Corridor concept is similar to that of roadway classifications. Principal Corridors are the primary routes for multimodal travel. Major and minor corridors provide connectivity for residents to the primary corridors. The Multimodal Corridors Plan also includes boardwalks along portions of the intercoastal waterway and two (2) potential multimodal crossings of 95.

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Principal Multimodal Corridors

There are two (2) Principal Multimodal Corridors, one east of 95 and one west of 95, that have been established to provide for a continuous, safe, and visible multimodal route for people walking and bicycling that runs from the northern limits to the southern limits of the Mobility Study Area. The Principal Multimodal Corridor east of 95 is intended to provide a higher quality alternative to Seacrest Blvd for people walking and bicycling. The Principal Multimodal Corridor west of 95 is intended to provide a higher quality alternative to Congress Avenue for people walking and bicycling, along with providing access to the existing TRI-Rail Station.

Major Multimodal Corridors

There are a total of six (6) Major Multimodal Corridors. The first is east of 95 that connects Downtown, the future FEC Rail Station, and the Woolbright Mobility District. The second is west of 95 and connects the TRI-Rail Station with Boynton High School, Renaissance Commons, the Boynton Beach Mall, and Congress Middle School. The third runs along US 1 and would connect several proposed water taxi stops (within parks along the intercoastal) with Downtown and the Woolbright Mobility District. The fourth connects US 1, Galaxy Elementary, Galaxy and Barton Memorial Parks. Proposed corridors along Boynton Beach Blvd and Gateway Blvd provide east-west connectivity.

Minor Multimodal Corridors

Minor Multimodal Corridors provide connectivity between residents and a specific school, park, or major destination. These corridors tend to be shorter routes, but are a key component to providing a convenient, safe, and visible multimodal network.

Boardwalks

The Multimodal Corridors Plan identifies several boardwalk project along the intercoastal. The boardwalk projects are intended to fill in gaps between existing publicly accessible boardwalks and docks. These boardwalks would either be freestanding wooden structures or provided in conjunction with docks or seawalls. The boardwalks will provide enhanced connectivity to existing City parks and may serve as docks or stops for future water taxi services.

Multimodal Crossing Evaluations

The Multimodal Corridors Plan includes studies to evaluate the feasibility of two (2) proposed multimodal crossings of 95 and the TRI-Rail tracks west of 95. Both corridors are longer term visions to enhance multimodal connectivity between Boynton Beach east and west of 95, without the need for people walking and bicycling to travel along multi-lane arterials and cross major interchanges. Both corridors will require additional evaluation to determine the feasibility of the proposed improvements.

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TRANSIT PLAN (Page XI)

The Transit Plan identifies transit circulators, mobility hubs, and water taxi service to create multiple park once environments at major destinations within the City. The Transit Plan also incorporates the existing on demand transit service provided by Circuit and funded by the Community Redevelopment Agency (CRA). The circulator routes are subject to change.

Transit Circulators

The Transit Plan identifies five (5) transit circulators connected to mobility hubs throughout the City. The transit circulators are proposed to be either 15 to 25 passenger vehicles or smaller low speed vehicles that can accommodate anywhere from three (3) to eight (8) passengers. They are intended to serve mobility within the City and complement the County level service provided by Palm Tran. The following are the five (5) proposed transit circulator routes (subject to change):

(1) **Downton to Beach** is already being provided from Downtown to Ocean Front Beach Park.

(2) **Downtown to Mall** would connect the Downtown and Boynton Beach Mall mobility hubs.

(3) **Circulator East** is proposed to primarily run along Gateway Blvd and US 1 and connect mobility hubs at the TRI-Rail Station, Downtown, and in the Woolbright Mobility District.

(4) **Circulator West** is proposed to connect mobility hubs at the TRI-Rail Station, Renaissance Commons, the Mall, SW 8th Street, and the Woolbright Mobility District.

(5) **Woolbright to Hospital** would connect Bethesda Baptist Memorial Hospital to the Woolbright Mobility District, which provides access to Downtown, the Mall, and TRI-Rail by riding either the Circulator East or West routes from the Woolbright Mobility District.

Mobility Hubs

Mobility hubs are locations where multiple ways of travel (e.g., walk, bike, transit) converge and feature various amenities (e.g., covered waiting areas, pick-up / drop-off lanes). These mobility hubs can be located within mobility districts, in mixed-use developments, or at major developments. The Transit Plan identifies ten (10) potential mobility hubs, all interconnect by proposed transit circulators. The final location of mobility hubs requires further evaluation.

Water Taxi

The Transit Plan includes future water taxi routes and ADA accessible docks along the intercoastal that could provide additional connectivity and access to future rail service Downtown. Water taxi service at this present time would likely not be successful without either greater densities downtown or future rail service to serve as a draw to residents along the intercoastal. The Transit Plan has identified ten (10) water taxi stops, located within parks, along the intercoastal.

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MOBILITY PROGRAMS

The updated Mobility Plan Projects include initiatives to be implemented overtime. The following are proposed Mobility Programs: (1) Low Speed Streets Pilot Program; (2) Micromobility and Low Speed Electric Vehicle Program; (3) Vision Zero Action Plan; (4) Wayfinding Program; (5) ADA Curb Ramp Retrofit Program; (6) Mobility Access Program; (7) Multimodal Plans, Programs, Services & Studies; and (8) Mobility Plan & Fee Implementation Program.

PARK ONCE ENVIRONMENTS

The integration of parking into the updated Mobility Plan Projects through the creation park-once environments is an essential component to addressing existing and future congestion within the City. Creating park-once environments consist of planning for future parking, mobility hubs, and transit circulators at key destinations within the City. Creating park once environments recognizes that people will still sometimes need to drive vehicles; however, the goal is to facilitate parking at a centralized location and then make it convenient and desirable to walk, bicycle, or ride a transit circulator to reach their final destination.

QUALITY OF SERVICE STANDARDS

Florida Statute 163.3180 (5)(f)(5) identifies the establishment of multimodal quality of service (QOS) standards as part of an alternative transportation system. Street quality of service (QOS) standards, based on posted speed limits, are intended to be used in conjunction with areawide roadway LOS standards as a planning tool used for innovative street design. Multimodal QOS standards are based on the types of facilities for people walking and bicycling. Transit QOS standards are based on the type, frequency, and span of service.

COMPLETE STREET MOBILITY PLAN UPDATE

The Mobility Fee Technical Report includes detail for each of the updated Mobility Plan Projects and Mobility Programs. The Technical Report also includes additional detail related to quality of service standards (QOS) and the establishment of park once environments. The Mobility Fee Technical Report is not intended to be a Mobility Plan. It does summarize elements to be further expanded upon in the City's Complete Street Mobility Plan.

The City will commence with an update to its Complete Street Mobility Plan in 2025. The updated Mobility Plan Projects included in the Mobility Fee Technical Report maybe further refined as part of the update. The Complete Street Mobility Plan will further evaluate establishment of Quality of Service (QOS) standards for streets, sidewalks, bike lanes, and transit. The Complete Street Mobility Plan may also establish baseline existing multimodal conditions and performance measures to evaluate effectiveness and progress of the Plan. The establishment of park once environments Downtown and within mobility districts will also be further evaluated.

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MOBILITY FEE

The basis for the City of Boynton Beach Mobility Fee is the updated Mobility Plan Projects intended to meet future travel demand from new development, consistent with Florida Statutes 163.3180 and 163.31801. **New development** is defined as **"any new residential and non-residential construction or expansion of building(s), lanes(s), structure(s), or any changes in the use of any building(s) or structure(s) or land use that will generate additional impact on the city's public facilities." Impact** is defined as **"any new development that results in an increase in person travel demand above the demand generated by the existing use of property."**

The updated Mobility Plan Projects are intended to provide the person miles of capacity needed to meet future person miles of travel demand, consistent with the **"needs"** requirement of the dual rational nexus test. The Mobility Fees collected from new development are to be used to fund the Mobility Plan Projects that provide a mobility benefit to new development and accommodate the increase in person travel demand from that new development, consistent with the **"benefits"** requirement of the dual rational nexus test.

MOBILITY FEE ASSESSMENT AREA (Page XII)

The Mobility Fee will be assessed on all new development within the Mobility Fee Assessment Area. The Assessment Area includes all portions of the City east of I-95. The limits of the Assessment Area vary west of I-95 with the western boundary of the Area meandering parallel to Congress Ave. New development in the City outside of the Area and areas than annex into the City would continue to be subject to the County's transportation concurrency system and road impact fee. The City would need to update the Technical Report to include portions of the City outside of the Assessment Area.

MOBILITY FEE BENEFIT DISTRICT (Page XIII)

The Mobility Fee Benefit District includes all areas of the City, portions of adjacent municipalities, and portions of unincorporated Palm Beach County. Travel does not stop at City limits. There may be instances where a share of mobility fees is expended on improvements on City, County, or State Roads outside the City that provide a mobility benefit to the new development that paid the City's Mobility Fees.

MOBILITY FEE SCHEDULE (Page XIV)

The Mobility Fee schedule includes a variety of land uses and units of measure. The Mobility Fee Technical Report dated January 2025 details the data and methodology used to calculate the Mobility Fee for each land use. The Mobility Fee schedule is streamlined compared to Palm Beach County's road impact fee schedule. The Mobility Fee Technical Report includes a comparison between the City's Mobility Fee and the County's road impact fee. Further detail for each land use included in the Mobility Fee schedule is provided in the Technical Report.

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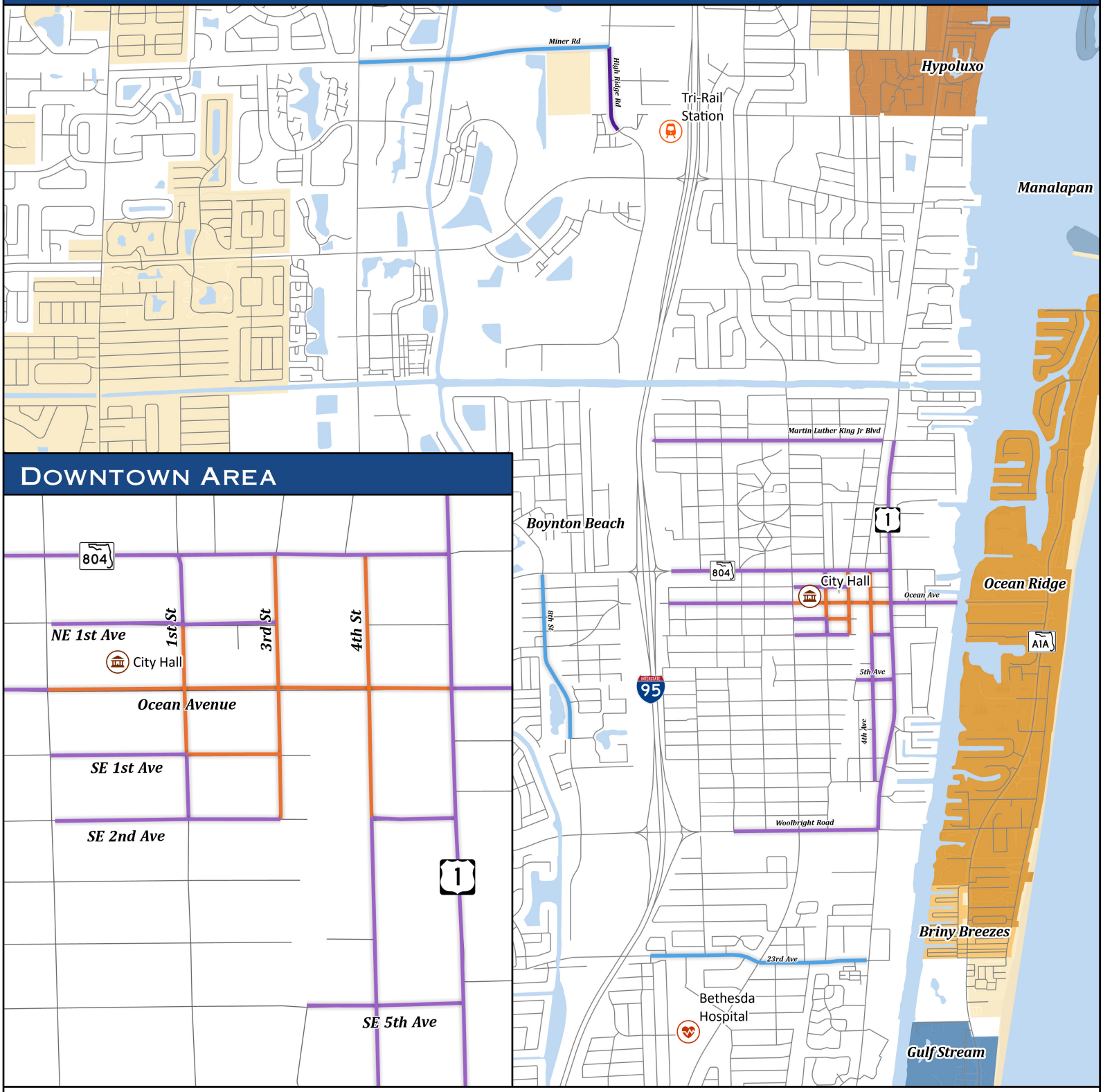
City of Boynton Beach Updated Mobility Plan Projects

Streets Plan



CITY OF BOYNTON BEACH

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2078

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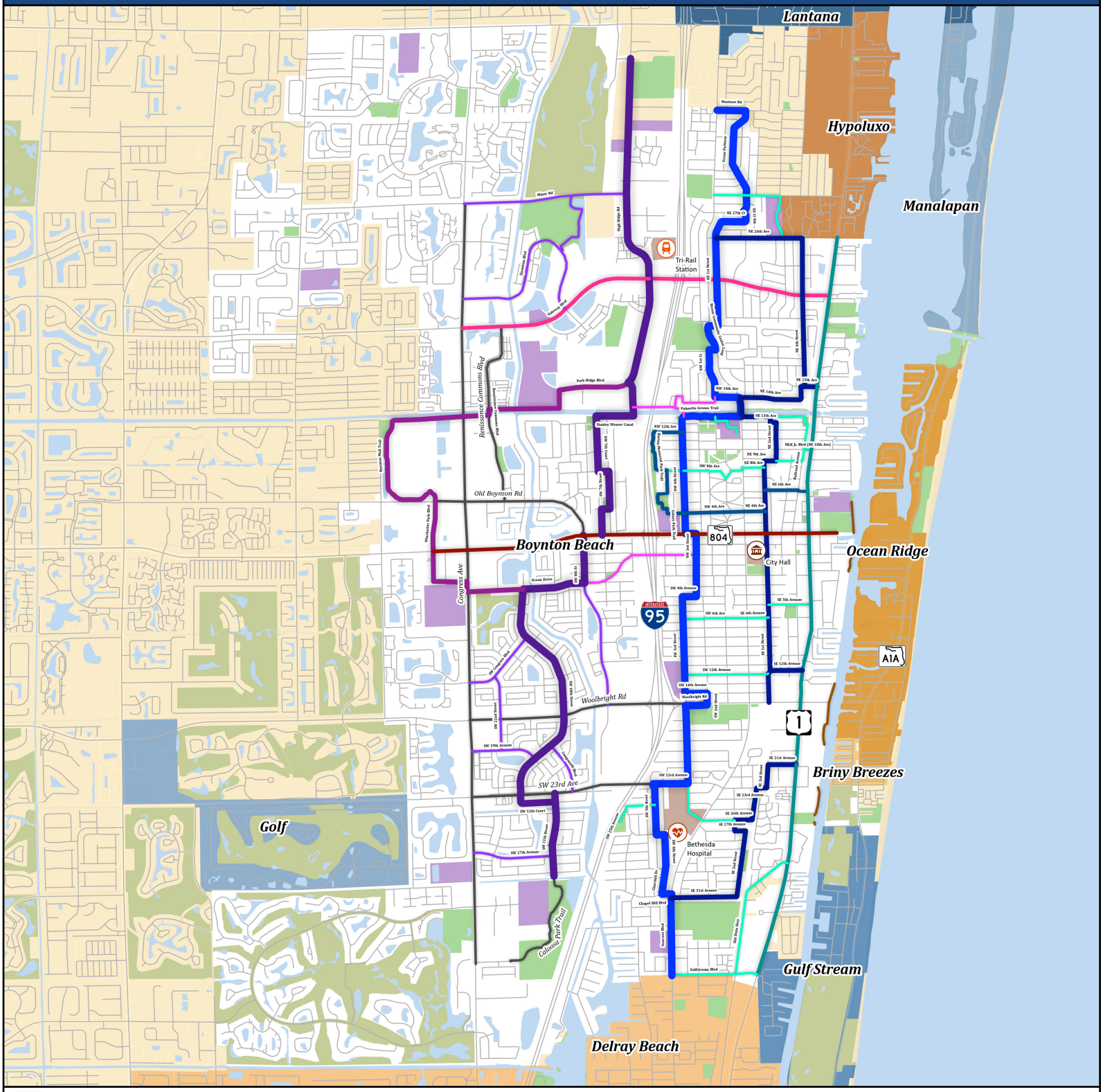
City of Boynton Beach Updated Mobility Plan Projects

Multimodal Corridors Plan - Detailed Version



- Principal Multimodal Corridor (East)
- Principal Multimodal Corridor (West)
- Major Multimodal Corridor (East)
- Major Multimodal Corridor (West)
- Major Multimodal Corridor (BB)
- Major Multimodal Corridor (Galaxy)
- Major Multimodal Corridor (Gateway Blvd)
- Major Multimodal Corridor (US 1)
- Minor Multimodal Corridor (East)
- Minor Multimodal Corridor (West)
- Multimodal Corridor Evaluation
- Boardwalk
- Existing County Multimodal
- City of Boynton Beach (Legend Only)
- Unincorporated Palm Beach County

0 0.25 0.5 1 Miles

N

CITY OF BOYNTON BEACH

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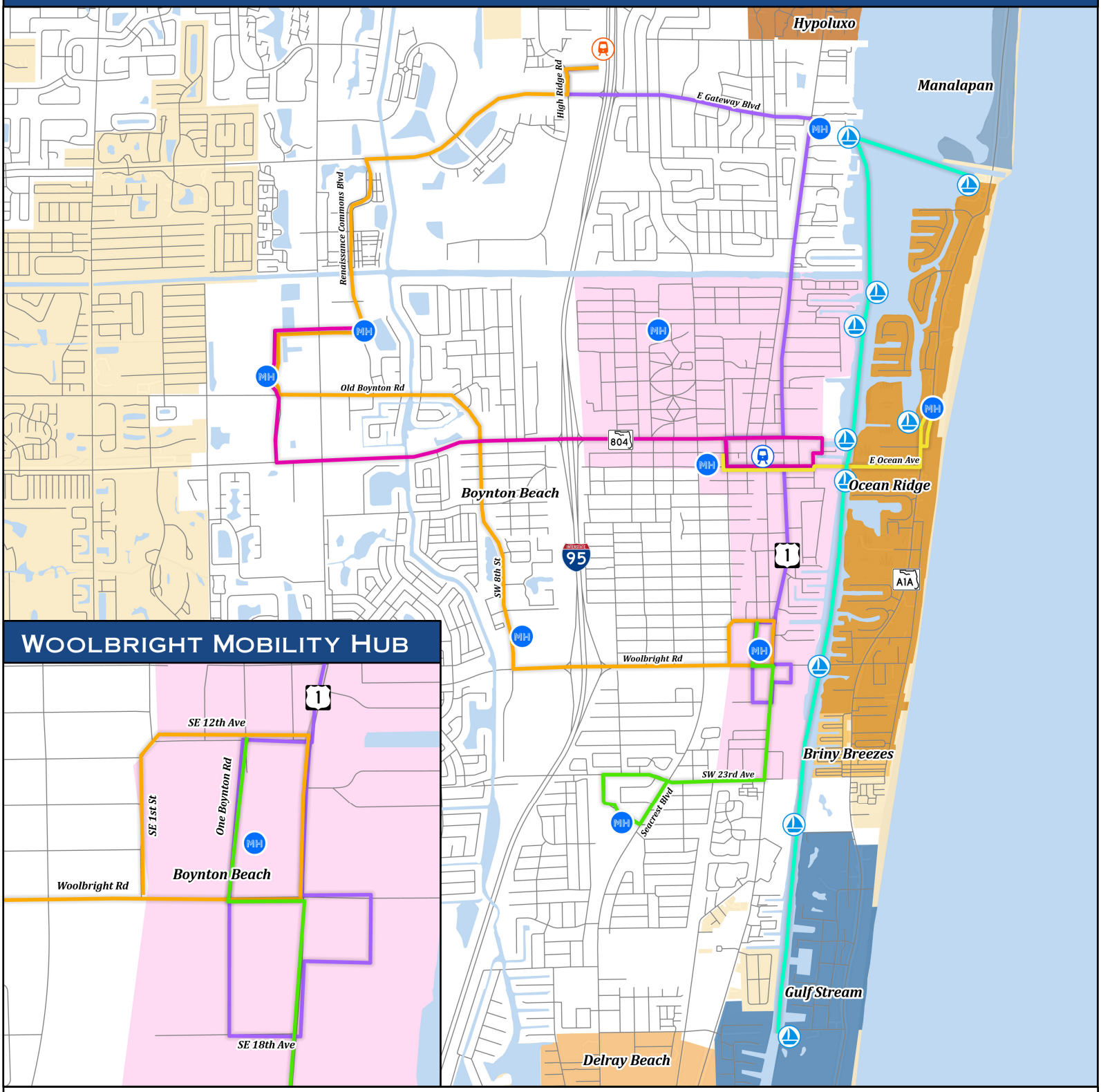
City of Boynton Beach Updated Mobility Plan Projects
Transit Plan



Woolbright Mobility Hub

- Downtown to Beach
- Boynton Water Taxi
- Circulator East
- Circulator West
- Downtown to Mall
- Woolbright to Hospital District
- Water Taxi
- Mobility Hub
- Rail Hub (Existing)
- Rail Hub (Future)
- On Demand Transit Area
- City of Boynton Beach (Legend Only)
- Unincorporated Palm Beach County

0 0.17 0.35 0.7 Miles

N

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2080

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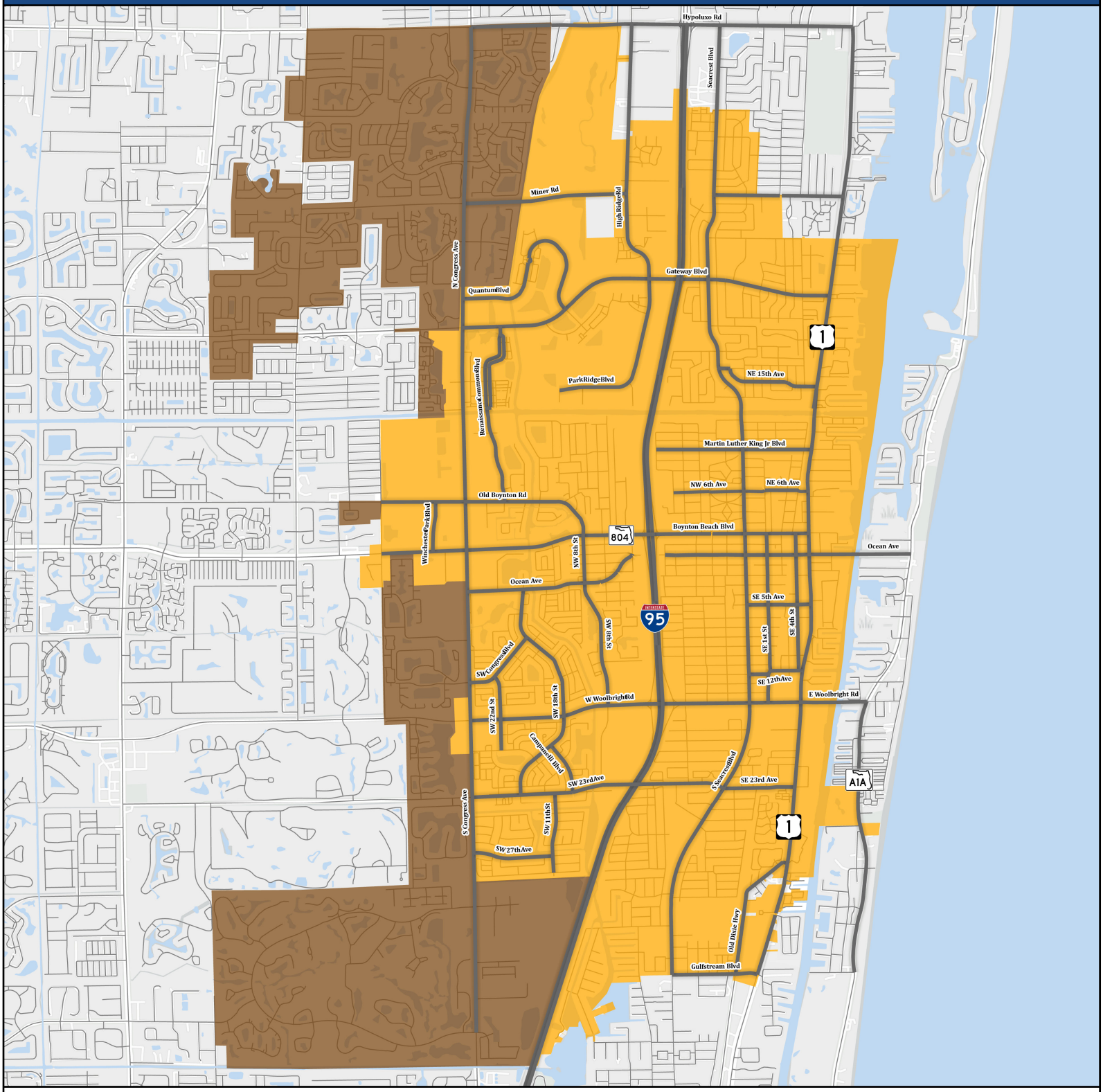
City of Boynton Beach Updated Mobility Plan Projects
Mobility Fee Assessment Area



- Road Network
- Assessment Area
- City of Boynton Beach Outside of Assessment Area
- City of Boynton Beach (Legend Only)

0 0.25 0.5 1 Miles

N

CITY OF BOYNTON BEACH

NUE URBAN CONCEPTS
LAND USE • MOBILITY • PARKING • FEES

2081

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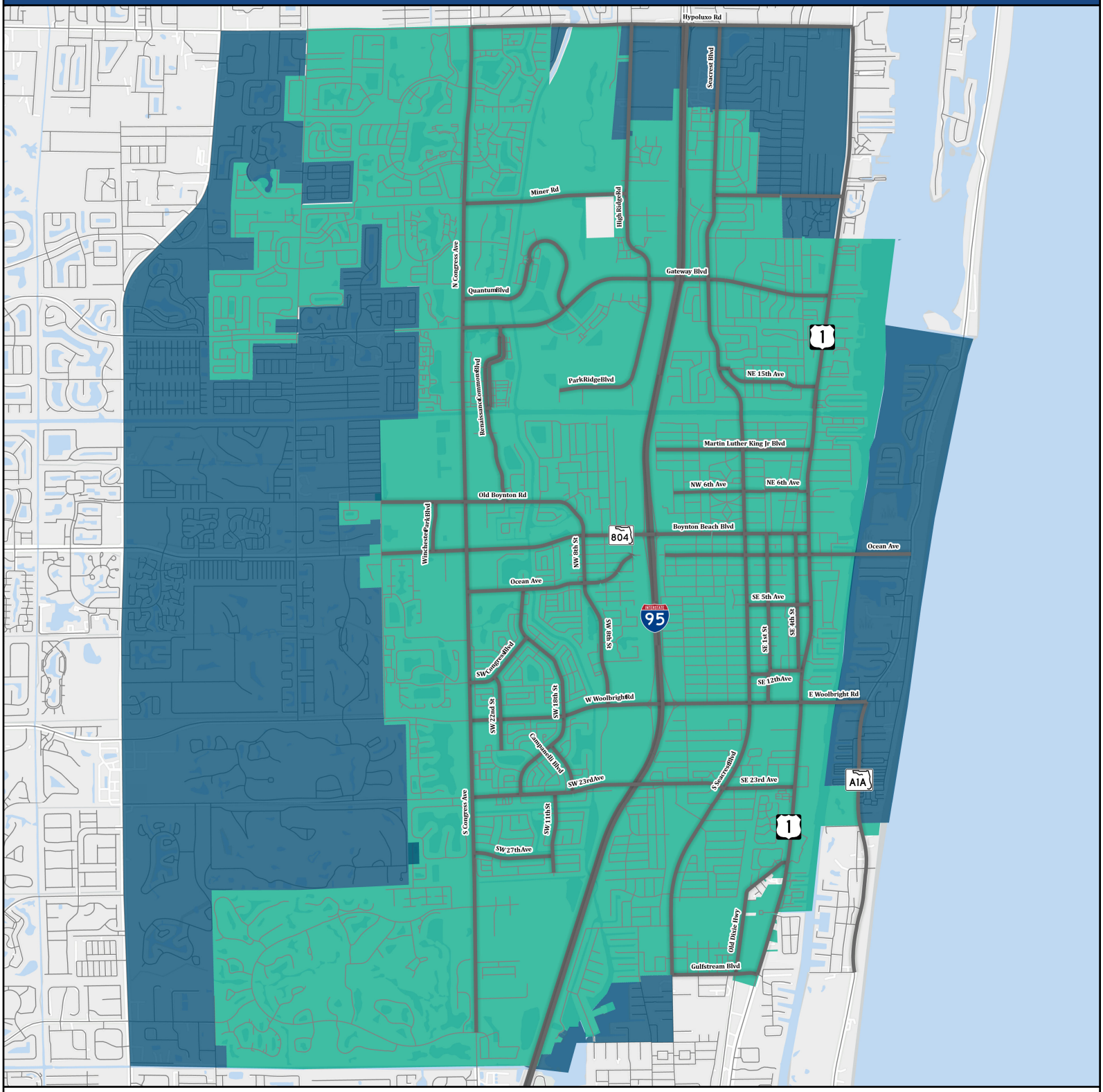
City of Boynton Beach Updated Mobility Plan Projects
Mobility Fee Benefit Districts



- Road Network
- Benefit District
- Extra Jurisdictional Benefit District
- City of Boynton Beach (Legend Only)

0 0.25 0.5 1 Miles

N

CITY OF BOYNTON BEACH

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2082

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BOYNTON BEACH MOBILITY FEE SCHEDULE		
USE CATEGORIES, USE CLASSIFICATIONS & REPRESENTATIVE USES	**UNIT OF MEASURE (UOM)**	**MOBILITY FEE RATE PER USE (MFu)**
Residential Uses		
Single-Family Residential Dwelling (Detached, Duplex, Accessory Dwelling, Townhome, Townhouse, Tiny Home) [1]	per Sq. Ft.	$2.81
Multi-Family Residential Dwelling (Apartment, Condo, 3 or more Attached Dwellings, Dormitory) [2]	per Sq. Ft.	$3.31
Mobile Residence (Mobile Home (MH), Recreational Vehicle (RV), MH and / or RV Park) [3]	per space / lot	$3,059
Institutional Uses		
Community Serving (Civic / Fraternal Club, Gallery, Museum, Performance Venues, Place of Assembly or Worship)	per Sq. Ft.	$3.70
Group Home (Assisted Living, Care or Recovery Homes, Congregate Living Facility, Nursing Home)	per Sq. Ft.	$3.66
Private Education (Afterschool, Family Day Care, K-12, Pre-K, Trade School, Tutor)	per Sq. Ft.	$7.93
Commercial Recreational Uses [4]		
Marina (wet berths, dry slips, ancillary repair, yacht club)	per Berth	$3,168
Entertainment, Outdoor (Amusement, Golf, Multi-Purpose, Recreation, Sports, Tennis)	per Acre	$28,850
Entertainment, Indoor (Amusement Arcade, Exercise Studio, Fitness, Gym, Health, Indoor Sports, Recreation)	per Sq. Ft.	$16.34
Industrial Uses		
Industrial (Assembly, Brewery, Development and Testing, Distribution and Processing, Microbrewing, Trades, Utilities)	per Sq. Ft.	$2.95
Commercial Storage (Boat / Vehicle, Junk /Salvage Yard, Recycling / Waste Management, Open, Self-Service, Warehouse) [5]	per Sq. Ft.	$1.18
Office Uses		
Office (Administrative, Business, Hospital, Post Secondary Education, Professional, Real Estate)	per Sq. Ft.	$5.89
Medical or Dental Office (Clinic, Dental, Health Service, Laboratory, Professional Care, Emergency Care, Rehab, Veterinary)	per Sq. Ft.	$14.78
Retail Uses		
Retail (Auto / Boat Rental or Sales, New or Used Merchandise, Personal or Pet Care, Sales, Services, Stores) [6]	per Sq. Ft.	$7.92
High Impact Retail (Alcoholic Beverages, Banks, Grocery Store, Pharmacy & Drug Store, Sit-Down Restaurant) [7]	per Sq. Ft.	$17.24
Convenience Retail (Convenience Store, Fast Food Restaurant, Gasoline Station) [7]	per Sq. Ft.	$41.38
Non-Residential Uses Per Unit of Measure [8]		
Auto / Boat / Car Wash (Automated, Cleaning, Dry, Detailing, Polishing, Self-Serve, Vacuum, Wash, Wax) [9]	per Lane or Stall plus per five (5) Stations	$16,134
Auto Charging or Fueling (Commercial Facility which requires Membership or Payment) [10]	per Charging or Fueling Position	$14,039
Auto or Boat Repair / Service (Brakes, Install, Maintenance, Major, Minor, Quick Lube, Repair, Tint, Tires) [11]	per Bay or Stall	$8,580
Bank or Financial Drive-Thru Lane or Free-Standing ATM [12]	per Lane / ATM	$20,661
Fast Food or Quick Service Restaurant Drive Thru [13]	per Lane	$37,215
Overnight Lodging (B&B, Condo Hotel, Hotel, Motel, Short-term Rental, Transient) [3]	per Room	$4,108
Retail Drive-Thru (Dry Cleaner, Dollar Store, Grocery Store, Pharmacy & Drug Store, Retail) [14]	per Lane	$18,288

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BOYNTON BEACH MOBILITY FEE SCHEDULE FOOTNOTES

[1] Single-Family Residential Square Feet is the sum of the area (in square feet) of each dwelling unit measured from the exterior surface of the exterior walls.

[2] Multi-Family Residential Square Feet is the sum of the area (in square feet) of each building measured from the exterior surface of the exterior walls. This includes common areas, lobbies, leasing offices, and residential amenities not accessible to the public. Retail or office square footage leased to a third-party would pay the applicable mobility fee rate. Square footage does not include parking garages or structures.

[3] Any retail, office, or non-residential square footage that is leased to a third-party use to provides drinks, food, goods, or services to the public shall be required to pay the applicable mobility fee per the individual uses identified in the mobility fee schedule.

[4] For Commercial Recreational Uses that feature both indoor facilities and outdoor recreation, the indoor shall be based on the indoor mobility fee rate, the outdoor shall be made on the outdoor rate, any other uses shall pay the applicable mobility fee for the land use.

[5] Acreage for any unenclosed material and vehicle storage, including but not limited to boats, commercial vehicles, recreational vehicles (RV), and trailers, sales and display shall be converted to square footage. See Commercial Storage definition for further detail.

[6] Retail includes all uses that do not fall under High Impact or Convenience Retail and generate less than 75 daily trips per 1,000 sq. ft. per the latest ITE Generation Manual or alternative study.

[7] High Impact Retail includes banks, pharmacies, sit down restaurants (non fast food), grocery stores, supermarkets, beer, liquor, package, wine and spirits stores, bars, nightclubs, lounges. These uses generate between 75 and 250 daily trips per 1,000 sq. ft. per the latest ITE Generation Manual or alternative study. Convenience Retail includes convenience stores, gas stations, service stations, coffee, donut, sandwich, food and beverage that would be considered fast food or quick service restaurants. These uses generate between more than 250 daily trips per 1,000 sq. ft. per the latest ITE Generation Manual or alternative study.

[8] Non-residential uses are assessed applicable mobility fees per unit of measure in addition to the mobility fee assessed with the square footage of the building.

[9] Auto / Boat / Car Wash shall mean any car wash, wax, or detail where a third party or automatic system performs the cleaning service. Mobility Fee are assessed per bay or stall, plus per five (5) finishing stations. See definition for further detail. The applicable mobility fee rate would also be assessed for any additional building square footage under retail uses.

[10] Auto Charging or Fueling per position apply to a convenience store, gas station, general store, grocery store, supermarket, superstore, variety store, wholesale club or service stations with charging stations or fuel pumps. In addition, there shall be a separate mobility fee for the square footage of any retail building per the applicable mobility fee rate under retail uses. The number of charging or fueling positions is based on the maximum number of vehicles that could be charged or fueled at one time. Non-commercial vehicle charging stations associated with residential or non-residential uses that are required by the City or are provided by the owner as an amenity and not a commercial purpose shall not be assessed a mobility fee.

[11] Auto or Boat Repair / Service includes maintenance, repair, and servicing of motor vehicles. Mobility Fee are assessed per bay or stall, plus a retail rate associated with any additional building sq. ft. under retail uses for waiting areas, parts, and sales.

[12] Banks shall pay the High Impact Retail rate for the square footage of the building under the retail use category. Drive-thru lanes, Free Standing ATM's and Drive-thru lanes with ATM's are assessed a separate fee per lane or per ATM and are added to any mobility fee associated with a bank building. The free-standing ATM is for an ATM only and not an ATM within or part of another non-financial building, such as an ATM within a grocery store.

[13] Any drive-thru associated with a fast food restaurant will be an additive fee in addition to the applicable Convenience Retail mobility fee per square foot of the building. The number of drive-thru lanes will be based on the number of lanes present when an individual places an order or picks up an order, whichever is greater.

[14] Any drive-thru associated with a Retail or High Impact retail use will be assessed an additive mobility fee in addition to the applicable retail use mobility fee rate per square foot of the building. The number of drive-thru lanes shall be based on the total number of lanes available for either pick-up, drop-off, or placement of an order for goods or services.

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CITY OF BOYNTON BEACH



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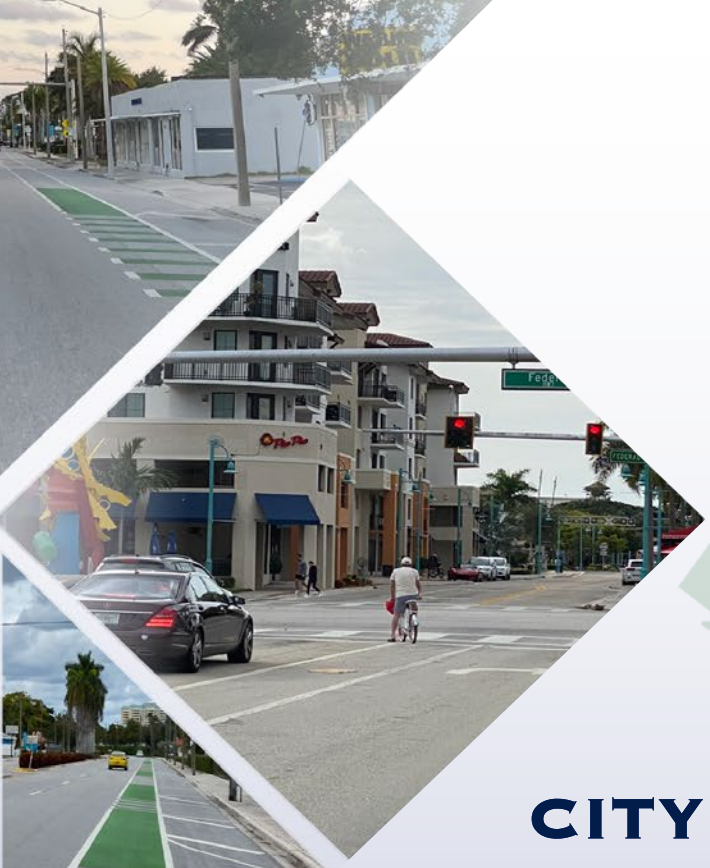



CITY OF BOYNTON BEACH

MOBILITY FEE TECHNICAL REPORT

WITH UPDATED MOBILITY PLAN PROJECTS

JANUARY 2025

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MOBILITY COHORT

2086

CITY OF BOYNTON BEACH
MOBILITY FEE
TECHNICAL REPORT
&
UPDATED MOBILITY PLAN PROJECTS

JANUARY 2025

Produced for: City of Boynton Beach

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LAND USE • MOBILITY • PARKING • FEES

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January 17th, 2025

Amanda Radigan, AICP, LEED AP
Director, Planning & Development
City of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, FL 33435

Re: City of Boynton Beach Mobility Fee Technical Report with Updated Mobility Plan Projects

Dear Amanda:

Enclosed is the City of Boynton Beach Mobility Fee Technical Report with Updated Mobility Plan Projects dated January 2025. The Mobility Fee is based on the updated Mobility Plan Projects. The Technical Report has been prepared for consideration by the City Commission. The Mobility Fee Technical Report would be adopted through an implementing ordinance. The earliest that an implementing ordinance could become effective is a minimum of 90 calendar days after first public notice per Florida Statute 163.31801.

The updated Mobility Plan Projects address the future mobility needs for the residents, businesses, employees, students, and visitors to Boynton Beach. The updated Mobility Plan Projects include walking and streetscape enhancements, curbless shared streets, sidewalks, bike lanes, pathways, shared-use paths, boardwalks, transit circulators, mobility bubs, water taxi service, and roadway improvements. The updated Mobility Plan Projects are illustrated on Street, Multimodal, and Transit Plans included in both the Mobility Fee Technical Report and a separate Executive Summary. The Executive Summary provides a high level overview that summarizes the 250 plus page Technical Report.

The Mobility Fee is designed to allow new development to mitigate its impact to the City's multimodal transportation system and serve as a revenue source to fund the updated Mobility Plan Projects. The updated Mobility Plan Projects and Mobility Fee serve as an alternative transportation system per Florida Statute Section 163.3180 that will replace the City's transportation concurrency exception area (TCEA) policies and serve as an alternative to Palm Beach County's transportation concurrency and road impact fee system to mitigate transportation impacts. The calculated Mobility Fee is consistent with all legal and statutory requirements and meets the dual rational nexus test and the rough proportionality test consistent with Florida Statute Sections 163.3164, 163.3180, 163.31801, and Florida Statute Chapter 380.

After adoption, the City will need to update its interlocal agreement with Palm Beach County consistent with House Bill 479 adopted in 2024. The City is intending to update its Complete Streets Mobility Plan and will also need to commence with an amendment to its Comprehensive Plan to ensure consistency. The NUE Urban Concepts team looks forward to continuing to work with City staff on finalize the Mobility Fee Technical Report and updated Mobility Plan Projects per direction from the City Commission.

Sincerely,

Jonathan B. Paul

Jonathan B. Paul, AICP
Principal

TABLE OF CONTENTS

Figures	II
Tables & Maps	III
Appendix	IV
Introduction	1
Legislative Background	4
Impact Fee & Mobility Fee Comparison	10
The Impact Fee Act & Case Law Overview	11
Developing A Mobility Fee	19
Comprehensive Plan	20
Growth	23
Vehicle Miles of Travel (VMT)	24
Person Miles of Travel (PMT)	25
Quality of Service (QOS)	27
Updated Mobility Plan Projects	33
Mobility Fee	42
Existing Conditions Evaluation (ECE)	43
Updated Mobility Plan Projects Summary	45
Reasonably Anticipated Funding	46
New Growth Evaluation (NGE)	48
Person Miles of Capacity Rate (PMCr)	49
Person Travel Demand per Land Use (PTDu)	51
Mobility Fee Assessment Area	56
Mobility Fee Schedule	57
Mobility Fee Benefit District	64
Park Once Environments	65
Origin & Destination Evaluation	71
Mobility Fee Comparison	75
Updated Mobility Plan Projects on County Roads	76
Definitions	78
Mobility Plan Programs	89
Recommended Next Steps	91
Conclusion	94

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Figures

Figure 1.	Concurrency Cycle	6
Figure 2.	Developing a Mobility Fee	19
Figure 3.	Integrating Land Use, Transportation, Parking & Funding	21
Figure 4.	Person Miles of Travel Increase (PMTi)	25
Figure 5.	Street Quality of Service (QOS) Standards	28
Figure 6.	Speed, Accessibility & Mobility	29
Figure 7.	Bicycling and Walking Quality of Service (QOS) Standards	30
Figure 8.	Bicycling and Micro-mobility Quality of Service (QOS) Standards	31
Figure 9.	Transit Quality of Service (QOS) Standards	32
Figure 10.	Moving People, Providing Choices	33
Figure 11.	Multimodal Elements	34
Figure 12.	Speed of Travel	35
Figure 13.	Mobility Projects and Mobility Fee	42
Figure 14.	Existing Conditions Evaluation Factor (ECEf)	44
Figure 15.	New Growth Evaluation Factor (NGEf)	48
Figure 16.	Person Miles of Capacity Rate (PMCr)	49
Figure 17.	Person Travel Demand Per Land Use (PTDu)	55
Figure 18.	Mobility Fee per Use (MFu)	57
Figure 19.	Mobility Fee Schedule Components	58
Figure 20.	Mobility Hub	67
Figure 21.	Smaller Mobility Hub	68
Figure 22.	FDOT's Context Classification	93

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Tables

Table 1.	Projected Growth	23
Table 2.	Growth in Vehicle Miles of Travel (VMT)	23
Table 3.	Increase in Person Miles of Travel (PMT)	26
Table 4 A.	2024 Existing Conditions Evaluation (ECE)	43
Table 4 B.	Existing Conditions Evaluation Factor (ECEf)	44
Table 5.	Updated Mobility Plan Projects Summary	45
Table 6.	Reasonably Anticipated Funding Summary	47
Table 7.	New Growth Evaluation (NGE)	48
Table 8.	Person Miles of Capacity Rate (PMCr)	50
Table 9.	Limited Access Evaluation Factor (LAEf)	53
Table 10.	AM Peak Hours Trips (2045)	72
Table 11.	PM Peak Hours Trips (2045)	73
Table 12.	Updated Mobility Plan Projects on County Roads	77

Maps

Map A.	Mobility Fee Assessment Area
Map B.	Mobility Fee Benefit District
Map C.	Mobility Study Area
Map D.	Streets Plan
Map E.	Multimodal Corridors Plan
Map F.	Transit Plan
Map G.	Low Speed Streets Pilot Program
Map H.	Origin & Destination Evaluation: County Road Impact Fee Zones
Map I.	Origin & Destination Evaluation: Mobility Study Area

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Appendices

Appendix A.	**Florida Commerce Transportation Planning Guidance**
Appendix B.	**Laws of Florida HB 479 (Chapter 2024 – 266)**
Appendix C.	**Impact Fee Act (Florida Statute Section 163.31801)**
Appendix D.	**Traffic Characteristics Data**
Appendix E.	**2022 National Household Travel Survey Data**
Appendix F.	**Streets Plan**
Appendix G1.	**Multimodal Corridors Plan**
Appendix G2.	**Multimodal Corridors Plan Detail: East**
Appendix G3.	**Multimodal Corridors Plan Detail: West**
Appendix H.	**Transit Plan**
Appendix I.	**Mobility Plan Programs**
Appendix J.	**FDOT Generalized Tables**
Appendix K.	**Planning Level Cost (PLC) & Planning Level Capacities (PLC)**
Appendix L1.	**County Road Impact Fee Collections from Boynton Beach (2014 to 2023)**
Appendix L2.	**County Road Impact Fee Collections from Boynton Beach (2003 to 2013)**
Appendix M.	**Trip Generation**
Appendix N.	**Person Travel Demand per Use (PTDu)**
Appendix O.	**2022 National Household Travel Survey Data: Trip Purpose**
Appendix P.	**Palm Beach County: Household Travel**
Appendix Q.	**Interstate 95 Ramp Volumes**
Appendix R.	**Mobility Fee Schedule**
Appendix S.	**Residential Square Footage & Bedrooms**
Appendix T.	**Bedrooms & Household Vehicles**
Appendix U.	**2022 National Household Travel Survey: Household Vehicles**
Appendix V.	**Downtown Development Inventory (Recently Built & Under Review)**
Appendix W.	**Downtown Development Parking Inventory (Recently Built & Under Review)**
Appendix X.	**Origin & Destination Evaluation**
Appendix Y.	**Comparison of Mobility Fees with County Road Impact Fees**
Appendix Z.	**Multimodal Characteristics Inventory**

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INTRODUCTION

In 2021, the City of Boynton Beach adopted a Complete Streets Mobility Plan that established a framework to enhance mobility for people walking, bicycling, riding transit and driving vehicles. The Plan emphasized safety and connectivity on arterial and collector roads, the majority of which are maintained and owned by Palm Beach County and the Florida Department of Transportation (FDOT). The Complete Streets Mobility Plan was also intended to serve as a basis for adoption of a mobility fee as an alternative to transportation concurrency and County road impact fees.

In 2024, the City authorized a study to move forward with development of a mobility fee. The Florida Legislature adopted House Bill 479 in 2024 that amended Florida Statute to provide further guidance to local governments pursuing alternatives to transportation concurrency and road impact fees. The amendment included definitions for mobility plans and mobility fees and explicitly stated that any local government may adopt an alternative transportation system based on a mobility plan and a mobility fee.

The City of Boynton Beach intends for the mobility fee to provide an alternative transportation system to replace transportation concurrency for all new development within the Mobility Fee Assessment Area. The Mobility Fee is based on updated ***Mobility Plan Projects, consisting of improvements, programs, and services, to: (1) improve the City's multimodal transportation system; (2) promote compact, mixed-use, and interconnected development; and (3) enhance mobility within the City for residents, employees, businesses, students, and visitors.***

The City has previously amended its Comprehensive Plan to establish the legislative intent to develop a mobility plan and mobility fee. Within one year from the date of adoption of the Mobility Fee, the City will transmit amendments for its Comprehensive Plan to ensure that the Comprehensive Plan is consistent with the requirements of Florida Statute Sections 163.3164, 163.3177, 163.3180 and 163.31801.

The Mobility Fee is intended to be assessed on all new development within the Mobility Fee Assessment Area. **Development** is defined as ***"any new residential and non-residential construction or expansion of building(s), lanes(s), structure(s), or any changes in the use of any building(s) or structure(s) or land use that will generate additional impact on the city's public facilities."*** **Impact** is defined as ***"any new development that results in an increase in person travel demand above the demand generated by the existing use of property."***

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Mobility Fees are not: ***(1) a reoccurring tax; (2) assessed to existing residential or non-residential property; or (3) deposited into general revenue funds of the City.***

Mobility Fees are: ***(1) a streamlined one-time assessment on new development; (2) intended to offset the impact of new development; and (3) deposited into special revenue funds for Mobility Fees to be expended within a defined benefit district.***

The Mobility Fee system features a single **Assessment Area** that includes all portions of the City east of 95 and select portions of the City west of 95 **(Map A).** An assessment area defines where new development is assessed a mobility fee. The mobility fee system has been developed to assess a uniform mobility fee rate per land use established on the mobility fee schedule. Mobility fees are assessed at the time of development permit application and are paid at the time a development permit is issued by the City.

The Mobility Fee system features one **Benefit District** that covers the entire City and adjacent areas outside City limits to address extra jurisdictional impacts **(Map B).** The **Benefit District** extends beyond the Assessment Area as people from new development will walk, bicycle, ride transit, and drive vehicles through-out the City and surrounding areas. There may be instances where it makes sense to fund or contribute to a Mobility Project beyond the Assessment Area to enhance mobility, to the extent there is a mobility benefit provided to the new development. This Technical Report includes an Origin and Destination evaluation that demonstrates the majority of travel in the future will occur within City limits and surrounding areas.

When Mobility Fees are paid by new development, they will be deposited into a special revenue fund to be established by the City. Mobility Fees are legally and statutorily required to be spent on Mobility Projects that provide a mobility **"benefit"** to the new development that paid the Mobility Fee. The City Commission may also elect to add Mobility Projects to the Capital Improvements Program (CIP) to make the Projects eligible to be fully or partially funded through Mobility Fees. The City Commission shall determine how Mobility Fee revenues are allocated and expended through its annual Capital Improvements Program (CIP).

The City Commission may also elect to provide matching funds for Mobility Projects identified in the most recently adopted Palm Beach County Transportation Planning Agency (TPA) Long Range Transportation Plan (LRTP) or the Florida Department of Transportation (FDOT) Transportation Improvements Program (TIP). The City Commission will be required to amend the CIP to identify the expenditure of any Mobility Fee revenues on Mobility Projects that are on the LRTP or TIP, but not the City's adopted CIP.

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Mobility Fee expenditures for Mobility Projects shall be included in the City's annual CIP update. The City's Chief Financial Officer, or functional equivalent, is required as part of the City's Annual Financial Report submitted to the State of Florida, to submit a statement that the Mobility Fees were collected and expended consistent with Florida Statute 163.31801.

The Boynton Beach Mobility Fee is based on updated Mobility Plan Projects that emphasize safe, convenient, connected, and visible projects primarily on City maintained and owned streets. City streets feature lower traffic volumes and slower speeds, which are more conducive to encouraging people to walk, bicycle, and ride transit. The updated Mobility Plan Projects also include County and State Road improvements.

The recently adopted HB 479 requires municipalities and counties that both assess transportation mitigation within a municipality to enter into an interlocal agreement. The amendments in HB 479 states that only one (1) fee to mitigate transportation impacts from new development may be assessed and that the local government that issues building permits is to be the entity that collects the transportation mitigation. HB 479 provides additional guidance for a municipality to enter into an interlocal agreement with a county to negotiate expenditure of the transportation mitigation.

Over the next 20 years, the total cost of the updated Mobility Plan Projects is $271,969,256. This Technical Report includes a section that identifies the updated Mobility Plan Projects that are located on County Roads. **These Mobility Plan Projects are projected to cost $28,432,500, which represents 10.45% of the overall cost of the Mobility Plan Projects.** This Technical Report includes an analyses of Palm Beach County road impact fee collections from new development within the City. **The analyses show that over the past 20 years, the County has collected over $32 million in road impact fees from new development in Boynton Beach.** The annual impact fee reports prepared by the County during that time frame indicate that the County has expended roughly $2 million in the City. It is recommended that the City utilize the information provided in this Technical Report to negotiate an interlocal agreement with the County.

The City of Boynton Beach Mobility Fee Technical Report, dated January 2025, documents future growth, the **"need"** for updated Mobility Plan Projects, the data and methodology used to develop a Mobility Fee to mitigate the impact of new development, and the establishment of a **"benefit"** district. The updated Mobility Plan Projects and Mobility Fees meets legally established dual rational nexus requirements for **"need"** and **"benefit"** and the Mobility Fee is **"rough proportionality"** to the impact of new development. The updated Mobility Plan Projects and Mobility Fee have been developed consistent with the requirements of Florida Statute Sections 164.3164, 163.3180, 163.31801, and Florida Statute Chapter 380.

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LEGISLATIVE BACKGROUND

'The State of Florida passed the Growth Management Act of 1985 that required all local governments in Florida adopt Comprehensive Plans to guide future development. The Act mandated that adequate public facilities must be provided "concurrent" with the impacts of new development. State mandated "concurrency" was adopted to ensure the health, safety, and general welfare of the public by ensuring that adequate public facilities would be in place to accommodate the demand for public facilities created by new development.

Transportation concurrency became the measure used by the Florida Department of Community Affairs (DCA), Florida Department of Transportation (FDOT), Regional Planning Councils (RPCs), and local governments to ensure that adequate public facilities, in the form of road capacity, was available to meet the transportation demands from new development. To meet the travel demand impacts of new development and be deemed "concurrent", transportation concurrency was primarily addressed by constructing new roads and widening existing roads.

Traditional transportation concurrency allowed governmental entities to deny development where road capacity was not available to meet the travel demands from new development. Transportation concurrency also allowed governmental entities to require that developments be timed or phased concurrent with the addition of new road capacity. In addition, transportation concurrency also allowed governmental entities to require new development to improve (widen) roads that were already overcapacity (aka "deficient" or "backlogged').

In urban areas throughout Florida, traditional transportation concurrency had the unintended consequence of limiting and stopping growth in urban areas. This occurred because roads were often over capacity based on traffic already on the roads or the combination of that traffic and trips from approved developments. Further, the ability to add road capacity in urban areas was more limited as right-of-way was often constrained by existing development and utilities, physical barriers, and environmental protections.

Stopping development in urban areas encouraged suburban sprawl by forcing new development to suburban and rural areas where road capacity was either readily available or cheaper to construct. In the late 90's, as the unintended impact of transportation concurrency became more apparent, the Legislature adopted Statutes to provide urban areas with alternatives to address the impact of new development through Transportation Concurrency Exception Areas (TCEA) and Transportation Concurrency Management Areas (TCMA).

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The intent of TCEAs and TCMAs was to allow local governments alternative solutions to provide mobility within urban areas by means other than providing road capacity and to allow infill and redevelopment in urban areas. In the mid 2000's, Florida experienced phenomenal growth that strained the ability of local governments to provide the necessary infrastructure to accommodate that growth. Many communities across the State started to deny new developments, substantially raise impact fees, and require significant transportation capacity improvements.

In 2005, the Legislature enacted several laws that weakened the ability of local governments to implement transportation concurrency by allowing new development to make proportionate share payments to mitigate its travel demand. The Legislature also introduced Multi-Modal Transportation Districts (MMTD) for areas that did qualify for TCEAs or TCMAs.

In 2007, the Florida Legislature introduced the concept of mobility plans and mobility fees to allow development to equitably mitigate its impact and placed additional restrictions on the ability of local governments to charge new development for over capacity roadways. The Legislature directed the Florida Department of Community Affairs (DCA) and the Florida Department of Transportation (FDOT) to evaluate mobility plans and fees and report the findings to the Legislature in 2009.

In 2009, the Legislature designated Dense Urban Land Areas (DULA), which are communities with a population greater than 1,000 persons per square mile, as TCEA's. The Legislature accepted the findings of the DCA and FDOT analysis for mobility plans and mobility fees but did not take any formal action as the State was in the great recession. The Legislature also placed further restrictions on local government's ability to implement transportation concurrency, by adding direction on how to calculate proportionate share and how overcapacity roads are addressed.

In 2011, the Florida Legislature through House Bill (HB) 7207 adopted the "Community Planning Act" which implemented the most substantial changes to Florida's growth management laws since the 1985 "Local Government Comprehensive Planning and Land Development Regulation Act," which had guided comprehensive planning in Florida for decades.

The 2011 legislative session eliminated State mandated concurrency, made concurrency optional for local governments, and eliminated the Florida Department of Community Affairs (DCA) and replaced it with the Florida Department of Economic Opportunity (DEO). The Act essentially removed the DEO, Florida Department of Transportation (FDOT), and Regional Planning Councils (RPC) from the transportation concurrency review process.

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Although local governments are still required to adopt and implement a comprehensive plan, the requirements changed significantly and shifted more discretion to local governments to plan for mobility within their community and enacted further restrictions on the implementation of transportation concurrency, proportionate share, and backlogged roads.

The Florida Legislature did not include any provisions in House Bill 7207 exempting local governments existing transportation concurrency system, when it elected to abolish statewide transportation concurrency, made transportation concurrency optional for local governments, and enacted further restrictions on the implementation of transportation concurrency.

House Bill 319, passed by the Florida Legislature in 2013, amended the Community Planning Act and brought about more changes in how local governments could implement transportation concurrency and further recognized the ability of local governments to adopt an alternative mobility funding system, such as mobility fees based on a plan of improvements, to allow development, consistent with an adopted Comprehensive Plan, to equitably mitigate its travel demand impact.

Prior to the passage of the Florida Community Planning Act by the Legislature on June 2, 2011, transportation concurrency was mandatory for local governments statewide, except those with approved TCEAs or MMTDs. After adoption of the Community Planning Act, transportation concurrency became optional for any local government. The Legislature encouraged local governments to adopt alternative mobility funding systems and specifically referenced mobility fees, based on a plan for mobility improvements.

The Community Planning Act enabled local governments to break the transportation concurrency cycle by transitioning away from regulating road capacity and toward planning for mobility **(Figure 1)**. Florida Commerce, which replaced the Department of Economic Opportunity (DEO), which replaced the Department of Community Affairs (DCA), provides direction to local governments related to elimination of transportation concurrency and adoption of a mobility fee-based plan, in accordance with Florida Statute 163.3180 **(Appendix A)**.

Figure 1. Concurrency Cycle



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In 2019, the Florida Legislature, through House Bill 7103, amended the Community Planning Act and required mobility fees to be governed by the same procedures as impact fees. This amendment further confirmed that mobility fees are an equivalent form of mitigation to impact fees that allow development activity to mitigate its impact to the transportation system consistent with the needs identified in the local governments adopted mobility plan per Florida Statute Section 163.3180(5)(i).

In 2024, the Florida Legislature, through House Bill 479, amended the Community Planning Act to reaffirm that any local government can repeal transportation concurrency. The legislature replaced the term **"alternative mobility funding systems"** with **"alternative transportation systems"** in recognition that there are local governments in Florida with alternative systems that where not explicitly required to follow the processes and procedures required under Florida Statute Section 163.31801. The following is the amended version of Florida Statute Section 163.3180(5)(i) related to an alternative transportation system **(Appendix B).**

"(i) If a local government elects to repeal transportation concurrency, the local government may adopt an alternative transportation system that is mobility-plan and fee-based or an alternative transportation system that is not mobility-plan and fee-based. The local government may not use an alternative transportation system to deny, time, or phase an application for site plan approval, plat approval, final subdivision approval, building permits, or the functional equivalent of such approvals provided that the developer agrees to pay for the development's identified transportation impacts via the funding mechanism implemented by the local government. The revenue from the funding mechanism used in the alternative transportation system must be used to implement the needs of the local government's plan which serves as the basis for the fee imposed. An alternative transportation system must comply with s. 163.31801 governing impact fees. An alternative transportation system may not impose upon new development any responsibility for funding an existing transportation deficiency as defined in paragraph (h)."

For the first time since the terms mobility fees and mobility plans were introduced in 2007, the Florida Legislature, through HB 479, defined both terms in the Community Planning Act. The following are the recently adopted definitions for a mobility fee and a mobility plan per Florida Statute Section 163.3164 **(Appendix B)**:

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"(32) "Mobility fee" means a local government fee schedule established by ordinance and based on the projects included in the local government's adopted mobility plan.

(33) "Mobility plan" means an alternative transportation system mobility study developed by using a plan-based methodology and adopted into a local government comprehensive plan that promotes a compact, mixed use, and interconnected development served by a multimodal transportation system in an area that is urban in character, or designated to be urban in character, as defined in s. 171.031."

One of the most significant amendments under HB 479 was the recognition that where a county and a municipality both charge a fee for transportation capacity impacts, that only one fee may be assessed on development activity. The amendment requires a county and a municipality to enter into an interlocal agreement to establish that only one fee is to be collected by the local government issuing building permits.

The interlocal agreement is also required to address negotiations between the county and municipality related to the distribution of collected revenue from development activity to mitigate transportation impacts. The following are the recent additions to Florida Statute 163.3180(5)(j):

"1. If a county and municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts.

2. The interlocal agreement must, at a minimum:

a. Ensure that any new development or redevelopment is not charged twice for the same transportation capacity impacts.

b. Establish a plan-based methodology for determining the legally permissible fee to be charged to a new development or redevelopment.

c. Require the county or municipality issuing the building permit to collect the fee, unless agreed to otherwise.

d. Provide a method for the proportionate distribution of the revenue collected by the county or municipality to address the transportation capacity impacts of a new development or redevelopment, or provide a method of assigning responsibility for the mitigation of the transportation capacity impacts belonging to the county and the municipality.

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3. By October 1, 2025, if an interlocal agreement is not executed pursuant to this paragraph:

a. The fee charged to a new development or redevelopment shall be based on the transportation capacity impacts apportioned to the county and municipality as identified in the developer's traffic impact study or the mobility plan adopted by the county or municipality.

b. The developer shall receive a 10 percent reduction in the total fee calculated pursuant to sub subparagraph a.

c. The county or municipality issuing the building permit must collect the fee charged pursuant to sub-subparagraphs a. and b. and distribute the proceeds of such fee to the county and municipality within 60 days after the developer's payment.

4. This paragraph does not apply to:

a. A county as defined in s. 125.011(1).

b. A county or municipality that has entered into, or otherwise updated, an existing interlocal agreement, as of October 1, 2024, to coordinate the mitigation of transportation impacts. However, if such existing interlocal agreement is terminated, the affected county and municipality that have entered into the agreement shall be subject to the requirements of this paragraph unless the county and municipality mutually agree to extend the existing interlocal agreement before the expiration of the agreement."

The requirement for an interlocal agreement and collection of a single fee applies to all local governments in Florida, except for Hillsborough, Miami Dade and Monroe Counties under Florida Statute Section 125.011(1). A county and a municipality with an interlocal agreement as of October 1st, 2024, are also exempt until the interlocal agreement expires or is terminated.

No local government is prohibited from adopting an alternative transportation system, even municipalities within a Charter County that requires transportation concurrency. Further, a municipality within a County that is exempted under Florida Statute Section 125.011(1) does not mean that the municipality could not negotiate an interlocal agreement with the exempted County to address mitigation or even a reduction in fees where a municipality adopts a mobility plan and a mobility fee.

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IMPACT FEE & MOBILITY FEE COMPARISON

The Florida Constitution grants local governments broad home rule authority to establish special assessments, impact fees, mobility fees, franchise fees, user fees, and service charges as revenue sources to fund specific governmental functions and capital infrastructure. Payment of impact fees or mobility fees are one of the primary ways local governments can require new development, along with redevelopment or expansion of existing land uses that generate additional transportation demand, to mitigate its impact to a local governments transportation system. While road impact fees and mobility fees are both intended to be a means in which a development can mitigate its transportation impact, the following are the major differences between the two fees:

Road Impact Fees

- Partially or fully fund road capacity improvements, including new roads, the widening of existing roads, and the addition or extension of turn lanes at intersections to move people driving vehicles (i.e., cars, trucks, SUVs, motorcycles).
- Are based on increases in trip generation, vehicle trip length, and road capacity, along with the cost of road capacity improvements and the projected vehicle miles of travel from development.
- May be based on either an adopted LOS standard (aka standards or consumption-based fee) or on future road improvements (aka plan or improvements-based fee).

Mobility Fees

- Pay for the cost associated with adding new multimodal capacity to move people walking, bicycling, scooting, riding transit, driving vehicles, or using shared mobility technology.
- Partially or fully fund multimodal projects, including sidewalks, paths, trails, bike lanes, streetscape and landscape, complete and low speed streets, micromobility (i.e., electric bikes, electric scooters) devices, programs, and services, microtransit (i.e., golf carts, neighborhood electric vehicles, autonomous transit shuttles, trolleys) circulators, services and vehicles, new roads, the widening of existing roads, and turn lanes, signals, and ADA upgrades at intersections.
- Are based on increases in person trips, person trip lengths, and person miles of capacity from multimodal projects, along with projected person miles of travel from development.
- Assessment areas may include all or portions of a municipality or county, and may vary based on geographic location (e.g., downtown) or type of development (e.g., mixed-use).
- Must be based on future multimodal projects adopted as part of a mobility plan and incorporated or referenced in the local governments Comprehensive Plan.

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THE IMPACT FEE ACT & CASE LAW OVERVIEW

In the late 1970's and early 1980's Local governments throughout Florida began adopting road impact fees as a means for new development to pay for its traffic impact and generate revenue to fund transportation infrastructure improvements. Counties, especially Charter Counties, began requiring that municipalities collect road impact fees on their behalf to fund improvements to the county road system. Throughout the 1980's, 1990's, and 2000's, municipalities throughout Florida challenged the ability of counties to compel them to collect road impact fees for new development. The opposition stemmed in part from an unintended consequence of transportation concurrency which was that it essentially stopped development in urban areas (aka "municipalities"). Both municipalities and development activity were constrained in their ability to add road capacity due to the cost of acquiring developed land and receiving opposition from existing residents concerned about increased traffic and the impact new road capacity would have on their neighborhoods.

The inability of development activity in urban areas to meet transportation concurrency resulted in development moving to suburban and rural areas (aka "urban sprawl") where fewer residents were likely to oppose new road capacity improvements and where road capacity was either available or cheaper to construct. Municipalities found themselves in the unenviable position of sending road impact fees to counties when development activity met concurrency requirements, only to watch road impact fees being spent on new road capacity projects outside of urban areas, which ultimately facilitated sprawl beyond municipal boundaries.

Furthermore, the courts often ruled in favor or counties, as municipalities that challenge solutions for of being compelled to collect impact fees failed to present alternative solutions for addressing the traffic impacts of new development. These challenges all occurred prior to the Florida Legislature adopting the "Impact Fee Act" through Florida Statute 163.31801. Additionally, these challenges existed prior to the introduction of mobility plans and mobility fees and the adoption of the "Community Planning Act" through Florida Statute 163.3180.

Before the Florida "Impact Fee Act" was adopted, many local governments had already developed impact fees through their home rule powers. In 2006, the Legislature adopted the "Impact Fee Act" to provide process requirements for the adoption of impact fees and formally recognized the authority of local governments to adopt impact fees. Prior to 2006, the Florida Legislature, unlike many States throughout the U.S. that adopted enabling legislation, elected to defer to the significant case law that was developed in both Florida and throughout the U.S. to provide guidance to local governments to adopt impact fees.

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In 2009, the Legislature made several changes to the "Impact Fee Act", the most significant of which was placing the burden of proof on local governments, through a preponderance of the evidence, that the imposition of the fee meets legal precedent and the requirements of Florida Statute Section 163.31801. Prior to the 2009 amendment, Courts generally deferred to local governments as to the validity of an imposed impact fee and placed the burden of proof, that an imposed impact fee was invalid or unconstitutional on the plaintiff.

In 2019, the Legislature, through HB 207 and HB 7103, made several changes to the "Impact Fee Act", the most significant of which was the requirement that fees cannot be collected prior to building permit issuance. The changes also expanded on the requirements of the dual rational nexus test, the collection and expenditure of fees, credits, and administrative cost.

In 2020, the Legislature, through SB 1066, made several additional changes to the Impact Fee Act to clarify that new or updated impact fees cannot be assessed on a permit if the permit application was pending prior to the new or updated fee. The bill also made credits assignable and transferable to third parties.

In 2021, the Legislature, through HB 337 made significant amendments to the "Impact Fee Act", which the Governor subsequently approved. The amendments require that impact fees be based on planned improvements and that there is a clear nexus between the need for improvements and the impact from new development.

The amendments have a greater impact on increases to existing impact fees and have phasing requirements for increases to existing fees. There are provisions that allow a local government to fully implement updated fees based on a finding of extraordinary circumstances, holding public hearings, and requiring a super majority approval by elected officials.

In 2024, the Legislature, through HB 479 made amendments to the "Impact Fee Act" that requires fee studies be completed and adopted within 12 months from the date of initiation of the study. The amendment also stipulated that data used in fee studies should not be older than four years. The amendment also requires alternative transportation systems recognize transportation or road impact fee credits granted prior to adoption of the alternative transportation systems. The most recently enacted version of Florida Statute Section 163.31801 is provided in **Appendix C**.

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One of the purposes of this Technical Report, consistent with Florida Statute Section 163.31801(4)(f) and (g), is to demonstrate that City of Boynton Beach's Mobility Fee is proportional and reasonably connected to, or has a rational nexus with, both the **"need"** for Mobility Projects and the mobility **"benefits"** provided to those who pay the fee, otherwise known as the "dual rational nexus test", herein further described as:

The "Need" for additional (new) capital facilities (projects) to accommodate the increase in demand (impact) from growth (new development), and

The "Benefit" that the new growth (new development) receives from the payment and expenditure of fees to construct the new capital facilities (projects).

In addition to the "dual rational nexus test", the U.S. Supreme Court in Dolan v. Tigard also established a "rough proportionality test" to address the relationship between the amount of a fee imposed on development activity and the impact of the development activity. The "rough proportionality test" requires that there be a reasonable relationship (proportional and reasonably connected) between the impact fee and the impact of development activity based upon the applicable unit of measure for residential and non-residential uses. The "rough proportionality test" further requires that the variables used to calculate a fee are reasonably assignable and attributable to the impact of development activity.

The Courts recognized the authority of a municipality to impose "impact fees" in Florida occurred in 1975 in the case of City of Dunedin v. Contractors and Builders Association of Pinellas County, 312 So.2d 763 (2d DCA. Fla., 1975), where the court held: "that the so-called impact fee did not constitute taxes but was a charge using the utility services under Ch. 180, F. S." The Court set forth the following criteria to validate the establishment of an impact fee:

"…where the growth patterns are such that an existing water or sewer system will have to be expanded in the near future, a municipality may properly charge for the privilege of connecting to the system a fee which is in excess of the physical cost of connection, if this fee does not exceed a proportionate part of the amount reasonably necessary to finance the expansion and is earmarked for that purpose." 312 So.2d 763, 766, (1975).

The case was appealed to the Florida Supreme Court and a decision rendered in the case of Contractors and Builders Association of Pinellas County v. City of Dunedin 329 So.2d 314 (Fla. 1976), in which the Second District Court's decision was reversed. The Court held that "impact fees" did not constitute a tax; that they were user charges analogous to fees collected by privately owned utilities for services rendered.

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However, the Court reversed the decision, based on the finding that the City did not create a separate fund where impact fees collected would be deposited and earmarked for the specific purpose for which they were collected, finding:

"The failure to include necessary restrictions on the use of the fund is bound to result in confusion, at best. City personnel may come and go before the fund is exhausted, yet there is nothing in writing to guide their use of these moneys, although certain uses, even within the water and sewer systems, would undercut the legal basis for the fund's existence. There is no justification for such casual handling of public moneys, and we therefore hold that the ordinance is defective for failure to spell out necessary restrictions on the use of fees it authorizes to be collected. Nothing we decide, however prevents Dunedin from adopting another sewer connection charge ordinance, incorporating appropriate restrictions on use of the revenues it produces. Dunedin is at liberty, moreover, to adopt an ordinance restricting the use of moneys already collected. We pretermit any discussion of refunds for that reason." 329 So.2d 314 321, 322 (Fla. 1976)

The case tied impact fees directly to growth and recognized the authority of a local government to impose fees to provide capacity to accommodate new growth and basing the fee on a proportionate share of the cost of the needed capacity. The ruling also established the need for local government to create a separate account to deposit impact fee collections to help ensure those funds are expended on infrastructure capacity.

The Utah Supreme Court had ruled on several cases related to the imposition of impact fees by local governments before hearing Banberry v. South Jordan. In the case, the Court held that: "the fair contribution of the fee-paying party should not exceed the expense thereof met by others. To comply with this standard a municipal fee related to service like water and sewer must not require newly developed properties to bear more than their equitable share of the capital costs in relation to the benefits conferred" (Banberry Development Corporation v. South Jordan City, 631 P. 2d 899 (Utah 1981). To provide further guidance for the imposition of impact fees, the court articulated seven factors which must be considered (Banberry Development Corporation v. South Jordan City, 631 P. 2d 904 (Utah 1981):

"(1) the cost of existing capital facilities;

(2) the manner of financing existing capital facilities (such as user charges, special assessments, bonded indebtedness, general taxes or federal grants);

(3) the relative extent to which the newly developed properties and the other properties in the municipality have already contributed to the cost of existing capital facilities (by such means as user charges, special assessments, or payment from the proceeds of general taxes);

(4) the relative extent to which the newly developed properties in the municipality will contribute to the cost of existing capital facilities in the future;

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(5) the extent to which the newly developed properties are entitled to a credit because the municipality is requiring their developers or owners (by contractual arrangement or otherwise) to provide common facilities (inside or outside the proposed development) that have been provided by the municipality and financed through general taxation or other means (apart from user fees) in other parts of the municipality;

(6) extraordinary costs, if any, in servicing the newly developed properties; and

(7) the time-price differential inherent in fair comparisons of amounts paid at different times."

The Court rulings in Florida, Utah and elsewhere in the U.S. during the 1970's and early 1980's led to the first use of what ultimately became known as the "dual rational nexus test" in Hollywood, Inc. v. Broward County; which involved a Broward County ordinance that required a developer to dedicated land or pay a fee for the County park system. The Florida Fourth District Court of Appeal found to establish a reasonable requirement for dedication of land or payment of an impact fee that:

"… the local government must demonstrate a reasonable connection, or rational nexus between the need for additional capital facilities and the growth of the population generated by the subdivision. In addition, the government must show a reasonable connection, or rational nexus, between the expenditures of the funds collected and the benefits accruing to the subdivision. In order to satisfy this latter requirement, the ordinance must specifically earmark the funds collected for the use in acquiring capital facilities to benefit new residents." (Hollywood, Inc. v. Broward County, 431 So. 2d 606 (Fla. 4th DCA), rev. denied, 440 So. 2d 352 (Fla. 1983).

In 1987, the first of two major cases were heard before the U.S. Supreme Court that have come to define what is now commonly referred to as the "dual rational nexus test". The first case was Nollan v. California Coastal Commission which involved the Commission requiring the Nollan family to dedicate a public access easement to the beach in exchange for permitting the replacement of a bungalow with a larger home which the Commission held would block the public's view of the beach.

Justice Scalia delivered the decision of the Court: "The lack of nexus between the condition and the original purpose of the building restriction converts that purpose to something other than what it was...Unless the permit condition serves the same governmental purpose as the development ban, the building restriction is not a valid regulation of land use but an out-and-out plan of extortion (Nollan v. California Coastal Commission, 483 U. S. 825 (1987)". The Court found that there must be an essential nexus between an exaction and the government's legitimate interest being advanced by that exaction (Nollan v. California Coastal Commission, 483 U. S. 836, 837 (1987).

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The second case, Dolan v. Tigard, heard by the U.S. Supreme Court in 1994 solidified the elements of the "dual rational nexus test". The Petitioner Dolan, owner, and operator of a Plumbing & Electrical Supply store in the City of Tigard, Oregon, applied for a permit to expand the store and pave the parking lot of her store. The City Planning Commission granted conditional approval, dependent on the property owner dedicating land to a public greenway along an adjacent creek and developing a pedestrian and bicycle pathway to relieve traffic congestion. The decision was affirmed by the Oregon State Land Use Board of Appeal and the Oregon Supreme Court. The U.S. Supreme Court overturned the ruling of the Oregon Supreme Court and held:

"Under the well-settled doctrine of "unconstitutional conditions," the government may not require a person to give up a constitutional right in exchange for a discretionary benefit conferred by the government where the property sought has little or no relationship to the benefit. In evaluating Dolan's claim, it must be determined whether an "essential nexus" exists between a legitimate state interest and the permit condition. Nollan v. California Coastal Commission, 483 U. S. 825, 837. If one does, then it must be decided whether the degree of the exactions demanded by the permit conditions bears the required relationship to the projected impact of the proposed development." Dolan v. City of Tigard, 512 U.S. 383, 386 (1994)

The U.S. Supreme Court in addition to upholding the "essential nexus" requirement from Nollan also introduced the "rough proportionality" test and held that:

"In deciding the second question-whether the city's findings are constitutionally sufficient to justify the conditions imposed on Dolan's permit-the necessary connection required by the Fifth Amendment is "rough proportionality." No precise mathematical calculation is required, but the city must make some sort of individualized determination that the required dedication is related both in nature and extent to the proposed development's impact. This is essentially the "reasonable relationship" test adopted by the majority of the state courts. Dolan v. City of Tigard, 512 U.S. 388, 391 (1994)"

An often-overlooked component of Dolan v. City of Tigard is the recognition that while multimodal facilities may off-set traffic congestion there is a need to demonstrate or quantify how the dedication of a pedestrian / bicycle pathway would offset the traffic demand generated. per the following excerpt from the opinion of the Court delivered by Chief Justice Rehnquist:

"The city made the following specific findings relevant to the pedestrian/bicycle pathway: "In addition, the proposed expanded use of this site is anticipated to generate additional vehicular traffic thereby increasing congestion on nearby collector and arterial streets. Creation of a convenient, safe pedestrian/bicycle pathway system as an alternative means of transportation could offset some of the traffic demand on these nearby streets and lessen the increase in traffic congestion." We think a term such as "rough proportionality" best encapsulates what we hold to be the requirement of the Fifth Amendment. No precise mathematical calculation is required, but the city must make some sort of individualized determination that the required dedication is related both in nature and extent to the impact of the proposed development.

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With respect to the pedestrian/bicycle pathway, we have no doubt that the city was correct in finding that the larger retail sales facility proposed by petitioner will increase traffic on the streets of the Central Business District. The city estimates that the proposed development would generate roughly 435 additional trips per day. Dedications for streets, sidewalks, and other public ways are generally reasonable exactions to avoid excessive congestion from a proposed property use. But on the record before us, the city has not met its burden of demonstrating that the additional number of vehicle and bicycle trips generated by the petitioner's development reasonably relate to the city's requirement for a dedication of the pedestrian/bicycle pathway easement. The city simply found that the creation of the pathway "could offset some of the traffic demand . . . and lessen the increase in traffic congestion."

"As Justice Peterson of the Supreme Court of Oregon explained in his dissenting opinion, however, "[t]he findings of fact that the bicycle pathway system could offset some of the traffic demand' is a far cry from a finding that the bicycle pathway system will, or is likely to, offset some of the traffic demand." 317 Ore., at 127, 854 P. 2d, at 447 (emphasis in original). No precise mathematical calculation is required, but the city must make some effort to quantify its findings in support of the dedication for the pedestrian/bicycle pathway beyond the conclusory statement that it could offset some of the traffic demand generated." Dolan v. City of Tigard, 512 U.S. 687 (1994).

The U.S. Supreme Court recently affirmed, through Koontz vs. St. Johns River Water Management District, that the "dual rational nexus" test equally applies to monetary exactions in the same manner as a governmental regulation requiring the dedication of land. Justice Alito described:

"Our decisions in Nollan v. California Coastal Commission, 483 U. S. 825 (1987), and Dolan v. City of Tigard, 512 U. S. 374 (1994), provide important protection against the misuse of the power of land-use regulation. In those cases, we held that a unit of government may not condition the approval of a land-use permit on the owner's relinquishment of a portion of his property unless there is a "nexus" and "rough proportionality" between the government's demand and the effects of the proposed land use. In this case, the St. Johns River Water Management District (District) believes that it circumvented Nollan and Dolan because of the way in which it structured its handling of a permit application submitted by Coy Koontz, Sr., whose estate is represented in this Court by Coy Koontz, Jr. The District did not approve his application on the condition that he surrender an interest in his land. Instead, the District, after suggesting that he could obtain approval by signing over such an interest, denied his application because he refused to yield." Koontz v. St. Johns River Water Management District 1333 S. Ct. 2586 (2013).

"That carving out a different rule for monetary exactions would make no sense. Monetary exactions—particularly, fees imposed "in lieu" of real property dedications—are "commonplace" and are "functionally equivalent to other types of land use exactions." To subject monetary exactions to lesser, or no, protection would make it "very easy for land-use permitting officials to evade the limitations of Nollan and Dolan." Furthermore, such a rule would effectively render Nollan and Dolan dead letters "because the government need only provide a permit applicant with one alternative that satisfies the nexus and rough proportionality standard, a permitting authority wishing to exact an easement could simply give the owner a choice of either surrendering an easement or making a payment equal to the easement's value." Koontz v. St. Johns River Water Management District 1333 S. Ct. 2599 (2013).

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The Florida First District Court of Appeals recently affirmed, through The BoCC of Santa Rosa County vs. the Builders Association of West Florida, that impact fees are required to meet the "dual rational nexus" test to avoid being found to be an unconstitutional tax. The Court cited the following sections of Florida Statute:

"Second, the Florida Impact Fee Act sets forth the minimum statutory requirements for a valid impact fee. § 163.31801(3), Fla. Stat. (2019). The Act requires impact fees to be based on the "most recent and localized data." § 163.31801(3)(a), Fla. Stat." The Board of County Commissioners v. Home Builders Assoc. of West Florida, Inc., 325 So. 3d 981, 985 (Fla. Dist. Ct. App. 2021).

The Court cited expert testimony that the County's school impact fee did not recognize differences in growth or needs that would be the basis for different fees based on geographic location and needs due to new growth:

"the impact fees failed the dual rational nexus test because they did not account for the differences between the northern and southern parts of the county. This resulted in impact fees that were disproportionate to the growth in these geographical regions." The Board of County Commissioners v. Home Builders Assoc. of West Florida, Inc., 325 So. 3d 981, 985 (Fla. Dist. Ct. App. 2021).

The U.S. Supreme Court in April 2024 issued a unanimous decision in Sheetz v. County of El Dorado, California (144 S.Ct. 893) where the Court narrowly determined that legislatively enacted impact fees are not exempt from the requirements set forth in two previous property rights cases (Nollan v. California Coastal Commission and Dolan v. City of Tigard, Oregon). Thus, local governments that impose impact fees will now be subjected to a standard requiring them to demonstrate the relationship and relative impact of the development on the community. Specifically, local governments will have to show that conditions (impact fees) to obtain a land-use permit have an "essential nexus" (relationship) to the government's land-use interest and a "rough proportionality" between the weight on the property owner and the development's effects of the proposed land use.

The Impact Fee Act already requires that imposed impact fees and mobility fees demonstrate an "essential nexus" between the fee and the impact from development activity. The Supreme Court ruling reinforces the prior impact fee case law that the amount of impact fees or mobility fees imposed must be "rough proportionality" to the impact from development activity. The ruling also stipulated that required monetary payments in the form of impact fees are an exaction just like requiring development activity to dedicate land for a governmental purpose and could be subject to a takings claim if the impact fees imposed do not demonstrate an "essential nexus" between the amount and imposition and the impact from development activity.

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DEVELOPING A MOBILITY FEE

There update of Mobility Plan Projects and development of the Mobility Fee for the City of Boynton Beach involved several steps. The following is an overview of the process used to update Mobility Plan Projects and develop a Mobility Fee consistent with statutory requirements **(Figure 2).**

Figure 2. Developing a Mobility Fee



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COMPREHENSIVE PLAN

In 2019, the City amended the Transportation Element of the Comprehensive Plan to establish legislative intent to develop a mobility plan and fee. As of January 2025, the following are the Goals, Objectives, and Policies in the Transportation Element of the Comprehensive Plan:

TRANSPORTATION ELEMENT

GOAL 2: "To develop and maintain a transportation system which will serve the transportation needs of all sectors of the City of Boynton Beach in a safe, efficient, cost effective, and aesthetically pleasing manner that promotes multi-modal transportation options, such as walking, bicycling, and transit."

Figure 3. Integrating Land Use, Transportation, Parking & Funding



Objective 2.4 "The City shall develop and maintain a safe, convenient, multi-modal transportation system, including walking, bicycling, and public transit, which will meet future as well as current transportation needs, particularly within the TCEA and the CRA."

Policy 2.6.3 "The City may seek to repeal and replace Palm Beach County transportation concurrency, proportionate fair-share and road impact fees with a Mobility Fee based upon a Complete Streets Mobility Plan. Repeal of Palm Beach County transportation concurrency, proportionate fair-share and road impact fees will require consultation with Palm Beach County. The City may also apply a Mobility Fee to the city-maintained facilities, repealing City transportation concurrency and proportionate fair-share applicable to local roadways."

Policy 2.6.4 "The Mobility Fee may be implemented and adopted citywide or may be adopted only for specific areas or districts within the City. For each such specific area or district, an adopted Mobility Fee shall replace both Palm Beach County transportation concurrency, proportionate fair-share and road impact fees and City transportation concurrency and proportionate fair-share."

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Policy 2.6.5 "The Complete Streets Mobility Plan and Mobility Fee may be adopted by resolution of the City Commission. The Mobility Fee would go into effect per the provisions of the Mobility Fee ordinance."

Policy 2.6.6 "Should the City Commission elect to adopt a Mobility Fee, the City, within one year of adoption of the implementing Ordinance, shall update the Transportation and Capital Improvement Elements of the Comprehensive Plan to reflect the repeal of transportation concurrency, proportionate fair-share and road impact fees and update policies related to level and quality of service standards, complete streets, capacity determinations, backlogged facilities, transportation and associated multi-modal policies and other elements addressed in the Complete Streets Mobility Plan."

Policy 2.6.7 "The Complete Streets Mobility Plan shall include provisions that address mobility between destinations and should address accessibility to, from destinations, and between modes of travel. The improvements in the Plan shall be based upon the expected, anticipated or desired increase in new development, infill development and redevelopment by the established horizon year and the associated increase in vehicular and person travel demand. The Complete Streets Mobility Plan shall include quality and level of service standards for all modes of travel."

Policy 2.6.8 "The City, as part of a Complete Streets Mobility Plan, may adopt quality and/or level of service standards for pedestrians, bicycle, transit and other multi-modal facilities included in the Plan. Quality of Service standards shall be related to the overall travel experience of the user with higher standards established in areas where walking, bicycling, transit and other non-vehicular modes of travel are encouraged. Level of Service standards shall be related to the width or size of pedestrian, bicycle and non-vehicular facilities with wider and larger facilities in areas where non-vehicular modes of travel are encouraged and frequency of transit service with greater frequencies and spans of service in areas where transit is encouraged."

Policy 2.6.9 "The Complete Streets Mobility Plan may serve as a Master Plan for roads and transit within the City, and also function as a Bicycle, Pedestrian, Trails, Blueways, Greenways and other non-vehicular modes or travel Master Plan."

Policy 2.6.10 "The Complete Streets Mobility Plan may also incorporate provisions for reduced heat island effects and improve air quality through trees and landscaping and to reduce stormwater run-off and water quality through the integration of low impact development techniques, bio- swales, rain gardens and other green techniques that can be incorporated into the planning, design and construction of transportation improvements."

Policy 2.6.11 "The Complete Streets Mobility Plan may include policies related to land use to encourage multi-modal supportive development. The Plan may also include provisions that allow for reduction in development parking requirements in recognition of car and bicycle sharing in complete streets, and parking strategies that reduce parking requirements for mixed-use, multi-modal development and affordable housing."

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Policy 2.6.12 "The Mobility Fee would be a one-time assessment on new development or redevelopment that results in an impact to the transportation system through an increase in vehicular trips or vehicular miles of travel or an increase in person trips or person miles of travel. The Mobility Fee, consistent with State Statute, shall be required to meet the dual rational nexus test and shall be reasonably attributable to the travel demand impact of new development, infill and redevelopment."

Policy 2.6.13 "The Mobility Fee may include provisions to encourage and incentivize new development, infill and redevelopment within targeted areas of the City. The Mobility Fee may also include provisions to encourage affordable and workforce housing, mixed- use, multi-modal supportive development, and desired land uses that increase employment and attract economic development."

Policy 2.6.14 "An application for private development may not be required to pay a Mobility Fee and also meet transportation concurrency, proportionate-fair share and road impact fees to the extent the Mobility Fee address the same facilities and travel demand impacts as would be addressed through the application of transportation concurrency, proportionate-fair share and road impact fees for City and/or County or State maintained facilities."

Policy 2.6.15 "In consideration of a future Complete Streets Mobility Plan, the City may review the Land Development Regulations to consider incentives for and accommodate the needs of compact four-and-two-wheel vehicles (such as hybrids, smart cars, and vespas/scooters, etc.) by assessing the parking requirements and other provisions of the code."

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GROWTH

The first requirement of the **"dual rational nexus"** for the City's Mobility Fee is to demonstrate that there is a need for Mobility Projects to accommodate projected growth in person travel demand. An evaluation of the existing and projected population and employment was conducted for the City of Boynton Beach Mobility Study Area **(Map C).** The Mobility Study Area includes all areas of the City east of Interstate 95 and varying areas of the City between Interstate 95 and Congress Avenue and around the Boynton Beach Mall.

The population and employment data were obtained from the Traffic Analysis Zones (TAZs) used in the 2045 Palm Beach Long Range Transportation Plan (LRTP). The population and employment analysis demonstrates that there is projected to be an increase in population, households, and employment for the Mobility Study Area, the City and surrounding areas **(Table 1)**. The projected increase in population, households, and employment will generate additional person travel demand and will create a need for mobility projects to meet that travel demand.

TABLE 1. PROJECTED GROWTH

	MOBILITY FEE STUDY AREA			CITYWIDE & SURROUNDING AREAS		
Year	Households	Population	Employment	Households	Population	Employment
2015	26,640	56,255	32,833	40,944	95,652	52,395
2045	35,677	83,273	47,431	54,447	126,766	69,418
Increase	11,037	27,018	14,598	11,037	27,018	14,598

Source: Projected growth analysis prepared by NUE Urban Concepts, LLC. Data was extracted from Traffic Analysis Zones (TAZs) from the 2015/2045 Southeast Regional Planning Model. The model files were obtained from the Palm Beach County Transportation Planning Agency (TPA) webpage. The data was projected for the Mobility Fee Study area, the City, and surrounding areas. There is some overlap in data due to TAZs extending beyond City limits into surrounding areas.

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VEHICLE MILES OF TRAVEL (VMT)

The growth in vehicle miles of travel (VMT) is one of the factors evaluated to determine the need for future Mobility Projects within the Mobility Study Area. The evaluation of future vehicle miles of travel (VMT) includes minor and major collectors as well as arterials.

The VMT analyses includes City, County, and State roads within the Mobility Study Area **(Map C)**. The growth rates from the model data used for the 2045 LRTP were used to determine the VMT growth of **396,230** within the Mobility Study Area between 2024 and 2045 **(Table 2)**.

TABLE 2. GROWTH IN VEHICLE MILES OF TRAVEL (VMT)

Year	VMT Arterials & Collectors	VMT Limited Access	VMT All
2024 (Mobility Plan base year)	975,600	1,937,230	2,912,830
2045 (Model & Plan future year)	1,344,830	2,024,470	3,369,300
VMT increase (2024 to 2045)	369,230	87,240	456,470

Source: Projected growth in VMT prepared by NUE Urban Concepts, LLC based on the Traffic Characteristics Data for the Mobility Study Area **(Appendix D)**. The VMT data were calculated based on applying the annual growth rate of 1.54% in VMT based on base year and future year model data for the Mobility Study Area **(Map C)**. The VMT increase is based on the difference between 2024 and 2045. The major roads network does not include roads classified as local. The projected increase in VMT for the arterial and collector roads in the Mobility Study Area is projected to increase by 37.8% [(1,344,830 – 975,600) = 369,230; (369,230 / 975,600) = 0.378%)]. The annual growth rate of 0.21% for I-95 is significantly lower than for arterials and collectors (SEFRPM 8.541). The limits for I-95 extend from Atlantic Ave (SR 806) in Delray Beach to Lantana Road in Lantana to account for travel to the next interchange exits outside the Mobility Study Area.

The VMT data for limited access facilities (i.e., Interstate 95) will be used to adjust the travel demand for land uses established in the mobility fee schedule. Travel on limited access facilities is excluded from both road impact fee and mobility fee studies as the limited access facilities serve intercity and regional travel.

Furthermore, improvements to Interstate 95 would be funded through federal and state gas tax revenues. The data for limited access facilities extend roughly one mile (1) north and three (3) miles south of the Mobility Study Area to account for travel to the next Interstate 95 interchange.

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PERSON MILES OF TRAVEL (PMT)

The growth in vehicle miles of travel (VMT) is often used in road impact fees to evaluate the need for road capacity improvements to move vehicles. Mobility Fees utilize person miles of travel (PMT) to evaluate the need for multimodal projects to move people. To account for multimodal trips made by people walking, biking, riding transit, and the number of people per vehicle (aka vehicle occupancy), the projected increase in vehicle miles of travel (VMT) demand is converted into person miles of travel (PMT) demand for arterial and collector roads.

The conversion is based on person and vehicle trips and trip length data obtained from the 2022 National Household Travel Survey (NHTS). The NHTS data is used to calculate a person miles of travel factor (PMTf) based on PMT and VMT per trip purpose. The evaluation of the vehicle and person data from the 2022 NHTS resulted in a person miles of travel factor (PMTf) of 1.54 **(Appendix E)**. The increase in PMT is based on the projected increase in VMT multiplied by the applicable person miles of travel factor (PMTf) illustrated in further detail in **Figure 4**.

Figure 4: Person Miles of Travel Increase (PMTi)

Person Miles of Travel increase (PMTi)

∑ VMT = (∑ Vehicle per Trip x ∑ Average Vehicle Trip Length)

∑ PMT = (∑ Persons per Trip x ∑ Average Person Trip Length)

PMTf = (∑ of PMT / ∑ of VMT)

VMTi = (2045 VMT - 2024 VMT)

PMTi = (VMTi x PMTf)

Where:

VMT	=	Vehicle Miles of Travel
PMT	=	Person Miles of Travel
∑ VMT	=	Sum of Vehicle Miles of Travel by trip purpose (Appendix E)
∑ PMT	=	Sum of Person Miles of Travel by trip purpose (Appendix E)
PMTf	=	Person Miles of Travel factor of 1.54 (Appendix E)
VMTi	=	Vehicle Miles of Travel Increase (Table 2)
PMTi	=	Person Miles of Travel increase (Table 3)

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The projected increase in PMT within the Mobility Fee Study Area, excluding I-95, between the Mobility Plan base year of 2024 and the future year of 2045 is **568,614 (Table 3)**. The increase was calculated per the formula illustrated in **Figure 4**. The projected person miles of travel (PMT) increase of **586,614** demonstrates that there are future person miles of travel demand projected by 2045 that will result in the **"need"** for Mobility Projects to accommodate the increase in person travel demand **(Table 3)**. The documented increase in PMT and the identification of updated Mobility Plan Projects, consistent with the **"needs"** test of the dual rational nexus test.

TABLE 3. INCREASE IN PERSON MILES OF TRAVEL (PMT)

Vehicle & Person Miles of Travel	(VMT & PMT)
2024 Mobility Plan Base Year	
2024 Base Year Vehicle Miles of Travel (VMT)	975,600
Person Miles of Travel factor (PMTf)	1.54
2024 Base Year Person Miles of Travel (PMT)	1,502,424
2045 Mobility Plan Future Year	
2045 Future Year Vehicle Miles of Travel (VMT)	1,344,830
Person Miles of Travel factor (PMTf)	1.54
2045 Future Year Person Miles of Travel (PMT)	2,072,038
Increase in VMT & PMT	
Vehicle Miles of Travel increase (VMTi)	369,230
Total Increase in Person Miles of Travel (PMTi)	568,614

Source: The 2045 VMT increase was obtained from **Table 2**. PMTi obtained by multiplying VMTi by 1.54 (**Figure 4**.)

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QUALITY OF SERVICE (QOS)

The adoption of an alternative transportation system is an opportunity to expand beyond the current practice of evaluating the current transportation system solely on the availability of road capacity on a segment-by-segment basis. Florida Statute Section 163.3180 allows local governments to establish level of service (LOS) and quality of service (QOS) standards for people bicycling, walking, accessing transit, and making roads safer for all users. The LOS and QOS standards are intended to be used for the following planning and design activities and incorporation into the Comprehensive Plan (CP) and Land Development Regulations (LDRs):

(1) Identification of Mobility Projects to periodically update the Complete Streets Mobility Plan,
(2) Performance measures to evaluate over time changes in service and mobility provided,
(3) Determining multimodal capacities for Mobility Projects,
(4) Prioritize Mobility Projects for annual capital improvement programming,
(5) Develop Complete Streets design standards in the LDRs for new and retrofitted streets,
(6) Implement FDOT's Context Classifications for Complete Streets,
(7) Develop mobility strategies in the CP and LDRs for new development,
(8) Develop multimodal site access analysis and internal street evaluation requirements, and
(9) Develop multimodal criteria to review CP amendments and Planned Unit Developments.

Florida Statute 163.3180 (5)(f)(5) identifies the establishment of multimodal quality of service (QOS) standards as part of an alternative transportation. Street quality of service (QOS) standards, based on posted speed limits, are intended to be used a planning tool used for innovative street design. Multimodal QOS standards are based on the types of facilities for people walking and bicycling. Transit QOS standards are based on the type, frequency, and span of service for future transit.

The establishment of street quality of service (QOS) standards based on the posted speed limit is both an alternative and a complement to areawide roadway LOS standards. While areawide roadway LOS standards are based on road capacity to move cars, street QOS standards are intended to enhance mobility and safety for all users of the transportation system by prioritizing slower speeds for cars. Street QOS standards are intended to enhance mobility and move towards safer streets for all modes of travel by prioritizing slower speeds for cars. Studies have shown there is a direct correlation between the speed of car travel and the severity of crashes. As speeds increase, so does the probability that a crash involving people walking, bicycling, or driving will result in one or more fatalities, especially given the increasing popularity and size of SUVs and pick-up trucks.

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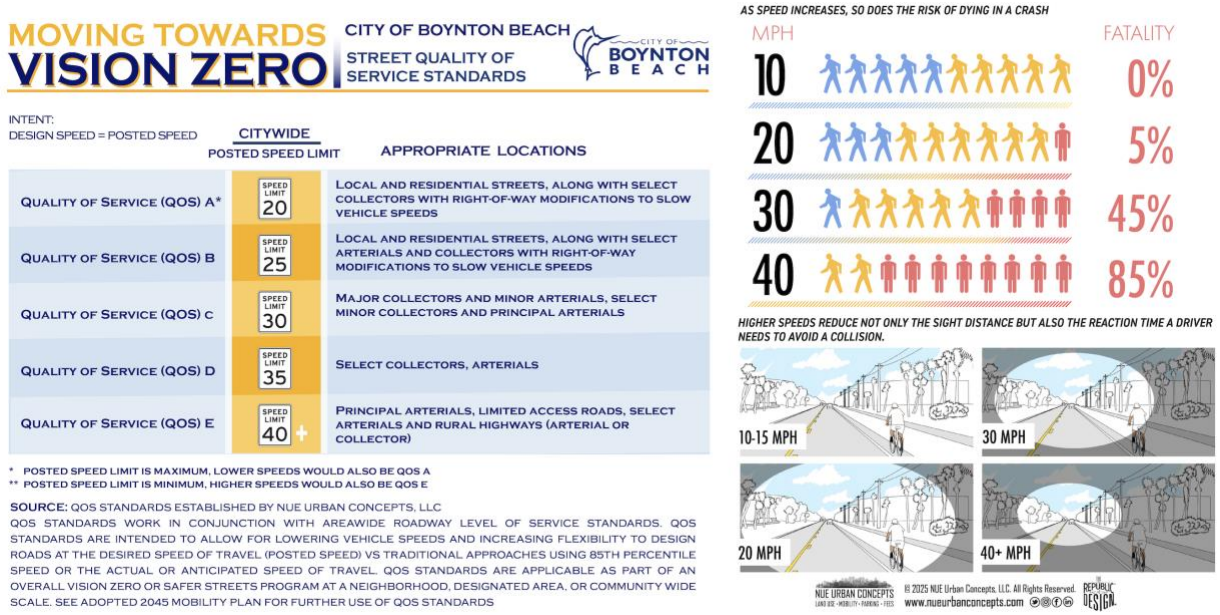
The street QOS standards are the inverse of roadway LOS standards in that as speed limits go down, street QOS goes up and provides the City with increased flexibility to design safer streets for all users. Whereas, for roadway LOS, as speed limits go down, road LOS also goes down, requiring the City to look at ways to add road capacity. Street QOS standards that promote slower speeds provide planners and engineers with greater flexibility to implement innovative street designs, such as low speed streets, shared streets, complete streets, appropriately sized travel lanes, and locating buildings and trees closer to travel lanes.

To ensure streets are designed to be safer for all users, design speeds are intended to be based on posted speed limits. This approach differs greatly from the 85th percentile speed of travel traditionally used to design road and streets based on the speeds at which 85% of drivers travel. This traditional approach prioritizes driving vehicles. The proposed QOS standards prioritize slower speeds, where more people walk and bike, and recognizes higher posted speeds are more appropriate on corridors carrying higher volumes of motor vehicles.

The QOS standards and corresponding posted speed limit for the City are proposed to vary by both geographic location and type of multimodal facility, street, and roadway **(Figure 5)**. The adoption of Street QOS standards is the first step in providing increased flexibility in street design and moving towards the goal of zero fatalities (aka Vision Zero).

FIGURE 5. STREET QUALITY OF SERVICE (QOS) STANDARD



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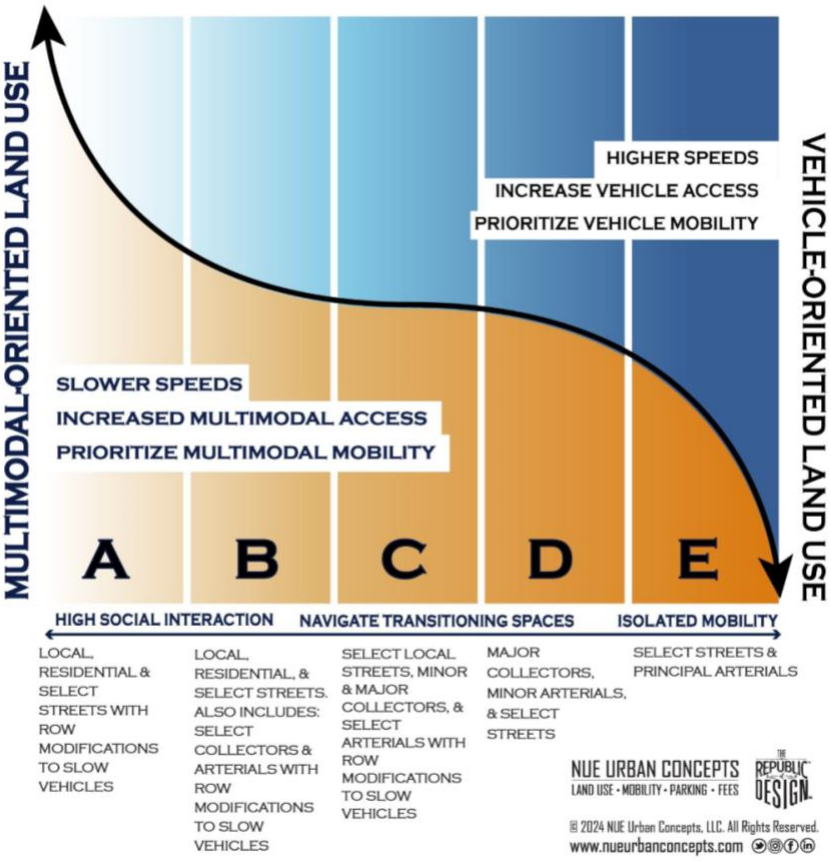
However, just because a lower speed limit is posted, does not necessarily mean drivers will reduce their speed. Reducing the speed of vehicles requires physical changes to the street right-of-way that result in people driving slower and people feeling more comfortable bicycling and walking. Changes in speed limits and resulting changes in street QOS standards would be phased in over time as part of: (1) designing new mobility projects; (2) reimagining and repurposing existing right-of-way to emphasize the safe movement of people, rather than the quick movement of cars (aka road diets, lane narrowing, shared streets); and (3) as part of neighborhood traffic calming projects to improve safety and potentially reduced cut through traffic.

The lower the design speed, the greater the emphasis on the safe movement of people, whether they are walking, bicycling, or driving. Establishing street QOS standards based on posted speed limits more accurately reflects: (1) the intended purpose of a street; (2) the desired level of people walking and bicycling; and (3) the type of access to adjacent land uses. As the speed decreases, accessibility to adjacent land uses by people walking and bicycling increases. As the speed limit increases, access to adjacent land uses becomes more restrictive, due to a greater emphasis on the movement of vehicles and access via driving, rather than walking and bicycling **(Figure 6)**.

FIGURE 6. SPEED, ACCESSIBILITY & MOBILITY

A Street QOS standard of "A" prioritizes slower vehicle speeds, accessibility, and mobility for people. These streets not only help people reach their destinations; they can be destinations in and of themselves that offer a high level of social interaction. On the other end of the spectrum, Street QOS "E" standards prioritize higher vehicle speeds between destinations. The City has the ability to modify speed limits on City streets. Adjustment of speed limits on County and State Roads would require their approval.



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As the City continues to transition its transportation system from one that prioritizes moving cars towards a multimodal system that emphasizes moving people, there may need to be an update of standards to guide the retrofit of existing streets and the design of future streets serving new development. Proposed Curbless Shared Streets and Walking and Streetscape Enhancements would be the ideal streets to implement higher Streets QOS Standards. The proposed multimodal QOS standards, which are based on multimodal facilities rather than performance measures, are used to establish multimodal capacities for the mobility fee calculations. The proposed multimodal QOS standards can also be used for: (1) performance measures; (2) mobility planning; (3) design standards; and (4) prioritizing multimodal projects.

The proposed multimodal QOS standards for people bicycling and walking on off-street sidewalks, paths, and trails are based on: (1) the width of the facility (i.e., bike lane, path, sidewalk); (2) the type of physical separation between multimodal facilities and travel lanes for cars, SUVs, and other motor vehicles; and (3) the posted speed limit. The following are multimodal QOS standards for people bicycling and walking on off-street multimodal facilities: **(Figure 7):**

Figure 7. Bicycling and Walking Quality of Service (QOS) Standards

MOVING TOWARDS VISION ZERO

CITY OF BOYNTON BEACH

OFF-STEERT MULTIMODAL QUALITY OF SERVICE (QOS) FOR BICYCLING & WALKING

FACILITY TYPE	ROW FEATURES (SEE NOTES FOR ROW WITH MULTIPLE FEATURES)				
OFF-STREET STANDARD	LIMITED SEPARATION	LANDSCAPE STREET TREES	ON-STREET PARKING OR PHYSICAL BARRIER	LANDSCAPE BUFFER	SPEED LIMIT 25 MPH OR LESS
BOARDWALK, SHARED-USE PATH, SIDEWALK, TRAIL (10' OR WIDER)	B	A	A	A	A
PATHWAY (8' TO 9' WIDE)	C	B	B	B	B
SIDEWALK (6' TO 7' WIDE)	D	C	C	C	C
SIDEWALK (4' TO 5' WIDE)	E	D	D	D	D

SOURCE: QOS STANDARDS ESTABLISHED BY NUE URBAN CONCEPTS, LLC
INTENT: MOBIITY PLANNING AND MEASURE PERFORMANCE OF MULTIMODAL PROJECTS OVER TIME.

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NOTES: THE PRESENCE OF TWO ROW ELEMENTS, EXCEPT FOR LIMITED SEPERATION, SUCH AS ON-STREET PARKING AND STREET TREES WOULD RESULT IN AN INCREASE IN ONE ADDITIONAL LETTER GRADE. FOR EXAMPLE, A TEN (10) FOOT WIDE PATH WITH STREET TREES AND ON-STREET PARKING WOULD RESULT IN A QOS OF "A". THE PRESENCE OF THREE OR MORE ROW ELEMENTS, EXCEPT FOR LIMITED SEPARATION, SUCH AS A FIVE (5) FOOT SIDEWALK, WITH A LANDSCAPE BUFFER AND A POSTED SPEED LIMIT OF 25 MPH WOULD RESULT IN A QOS OF "C", OR AN INCREASE OF TWO LETTER GRADES. PHYSICAL BARRIER INCLUDES ANY TYPE OF PERMANENT, PHYSICAL VERTICAL SEPARATION. GRASS BUFFER MUST BE AT LEAST FIVE (5) FEET IN WIDTH BETWEEN VEHICLE TRAVEL LANES AND THE FACILITY. LANDSCAPE INCLUDES VERTICAL LANDSCAPE ELEMENTS THAT WOULD PROVIDE A DEGREE OF PROTECTION FOR MULTIMODAL USERS.

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The multimodal QOS standards for on-street bike lanes or cycle tracks that accommodate travel demand for people skating, riding a bicycle, scooter, skateboard, or micromobility device are based on the width of the facility, the level of physical separation from motor vehicle travel lanes, the visibility of the facility, and the posted speed limit. The proposed multimodal QOS standards for people bicycling and riding micromobility devices are intended for on-street facilities. These modes, specifically bicycles, may also make use of sidewalks, shared-use paths, and multi-use trails if permitted by the City **(Figure 8)**.

FIGURE 8. BICYCLING & MICROMOBILITY QUALITY OF SERVICE (QOS) STANDARDS



FACILITY TYPE	ROW FEATURES (SEE NOTES FOR ROW WITH MULTIPLE FEATURES)				
ON-STREET STANDARD	LIMITED SEPARATION	PROTECTED	BUFFERED	ENHANCED VISIBILTY	SPEED LIMIT 25 MPH OR LESS
BICYCLE LANE (6' WIDE OR MORE)	B	A	A	A	B
BICYCLE LANE (5' WIDE)	C	A	B	B	B
BICYCLE LANE (4' WIDE)	D	B	C	C	C
PAVED SHOULDER (AKA UNDESIGNATED BICYLCE LANE)	E	-	D	-	C
BICYCLE BOULEVARD (WITH SHARROWS)	C	-	-	B	C

SOURCE: QOS STANDARDS ESTABLISHED BY NUE URBAN CONCEPTS, LLC
INTENT: MOBILITY PLANNING & MEASURE PERFORMANCE OF MULTIMODAL PROJECTS OVER TIME.
PROTECTED: INCLUDES SEPARATED OR RAISED BICYCLE LANES OR CYCLE TRACKS
BUFFERED: MINIMUM OF DOUBLE 6" WHITE EDGE LINES SEPARATING THE BIKE LANE FROM ADJACENT TRAVEL LANES. IDEALLY BUFFER IS AT LEAST 3' WIDE (40 MPH OR FASTER) OR 2' WIDE (30 MPH TO 35 MPH). FLEX POST, RAISED PAVEMENT MARKINGS, OR VERTICAL DEFLECTION BARRIERS SHOULD BE PROVIDED WHERE FEASIBLE.
ENHANCED VISIBILITY: USE OF GREEN PAVEMENT MARKINGS, CONTRAST BOX BEHIND SHARROWS AND BICYCLE SYMBOLS, ON-STREET MARKINGS WITH SPEED LIMITS OR SHARE THE ROAD.
NOTES: THE PRESENCE OF TWO OR MORE ROW FEATURES, EXCEPT FOR LIMITED SEPARATION, WOULD RESULT IN AN INCREASE ON ONE ADDITIONAL LETTER GRADE.

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The multimodal transit QOS standards are only for corridors with existing or future transit service. It should be recognized that the City has little say in the headways provided by future express bus or bus service. The City does have greater ability to pursue higher QOS standards for microtransit and trolley circulators. The following multimodal QOS standards are for future transit based on the frequency of service and the type of transit service provided **(Figure 9)**.

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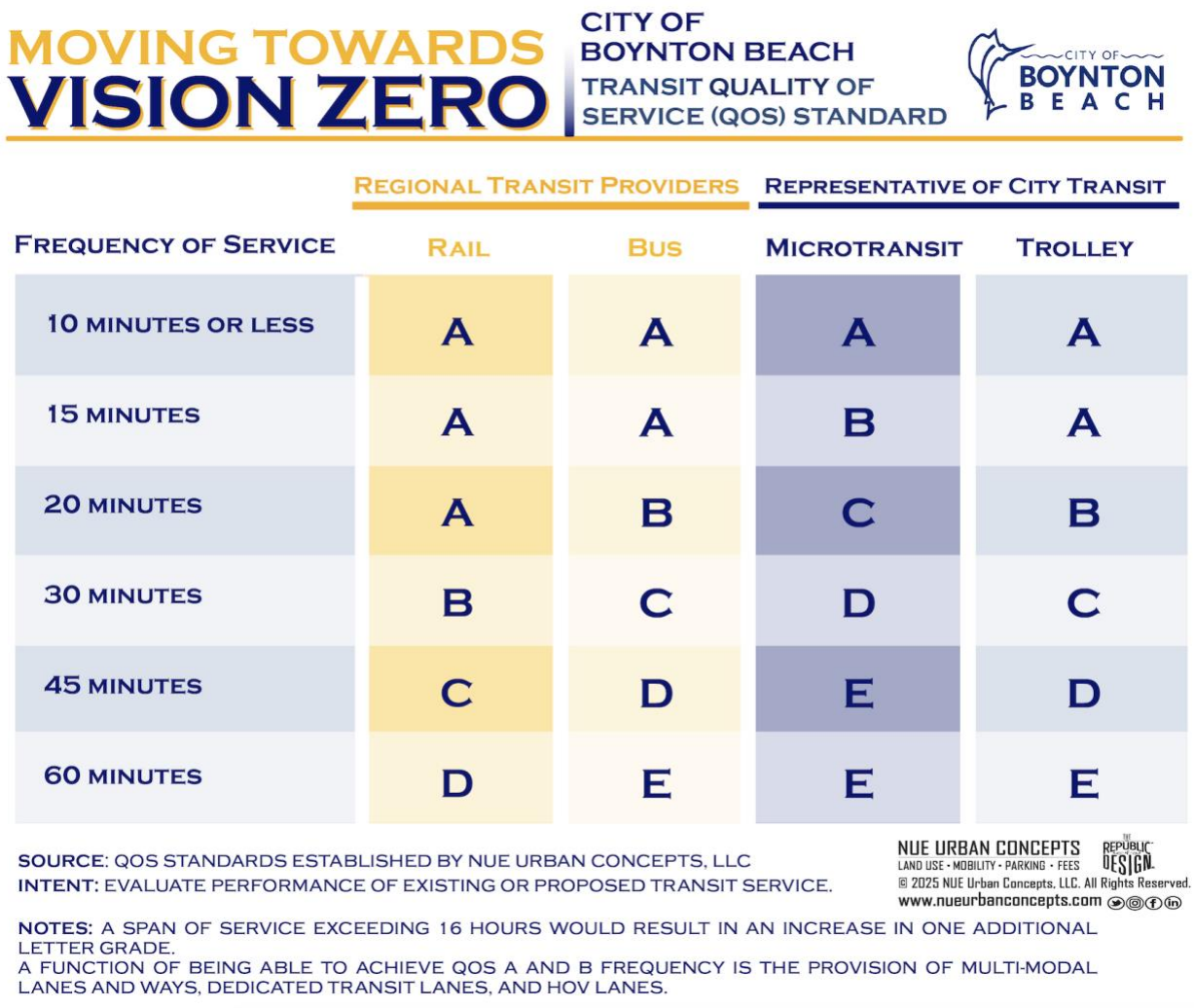
FIGURE 9. TRANSIT QUALITY OF SERVICE (QOS) STANDARDS



	Regional Transit Providers		Representative of City Transit	
Frequency of Service	Rail	Bus	Microtransit	Trolley
10 minutes or less	A	A	A	A
15 minutes	A	A	B	A
20 minutes	A	B	C	B
30 minutes	B	C	D	C
45 minutes	C	D	E	D
60 minutes	D	E	E	E

SOURCE: QOS STANDARDS ESTABLISHED BY NUE URBAN CONCEPTS, LLC
INTENT: EVALUATE PERFORMANCE OF EXISTING OR PROPOSED TRANSIT SERVICE.

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NOTES: A SPAN OF SERVICE EXCEEDING 16 HOURS WOULD RESULT IN AN INCREASE IN ONE ADDITIONAL LETTER GRADE.
A FUNCTION OF BEING ABLE TO ACHIEVE QOS A AND B FREQUENCY IS THE PROVISION OF MULTI-MODAL LANES AND WAYS, DEDICATED TRANSIT LANES, AND HOV LANES.

The City's currently adopted roadway LOS standards are primarily intended to implement transportation concurrency and identify the need for additional road capacity on a segment-by-segment basis. It is also recommended that the City consider proposed multimodal QOS standards for Complete Streets, walking, bicycling, micromobility, and transit.

These multimodal QOS standards promote creating a safe and efficient multimodal system to encourage walking, biking, and transit use. The proposed multimodal QOS standards will allow for effective mobility planning, measuring mobility plan performance over time, developing Complete Street design standards for new and retrofitted streets, and developing mobility criteria to be met by new development.

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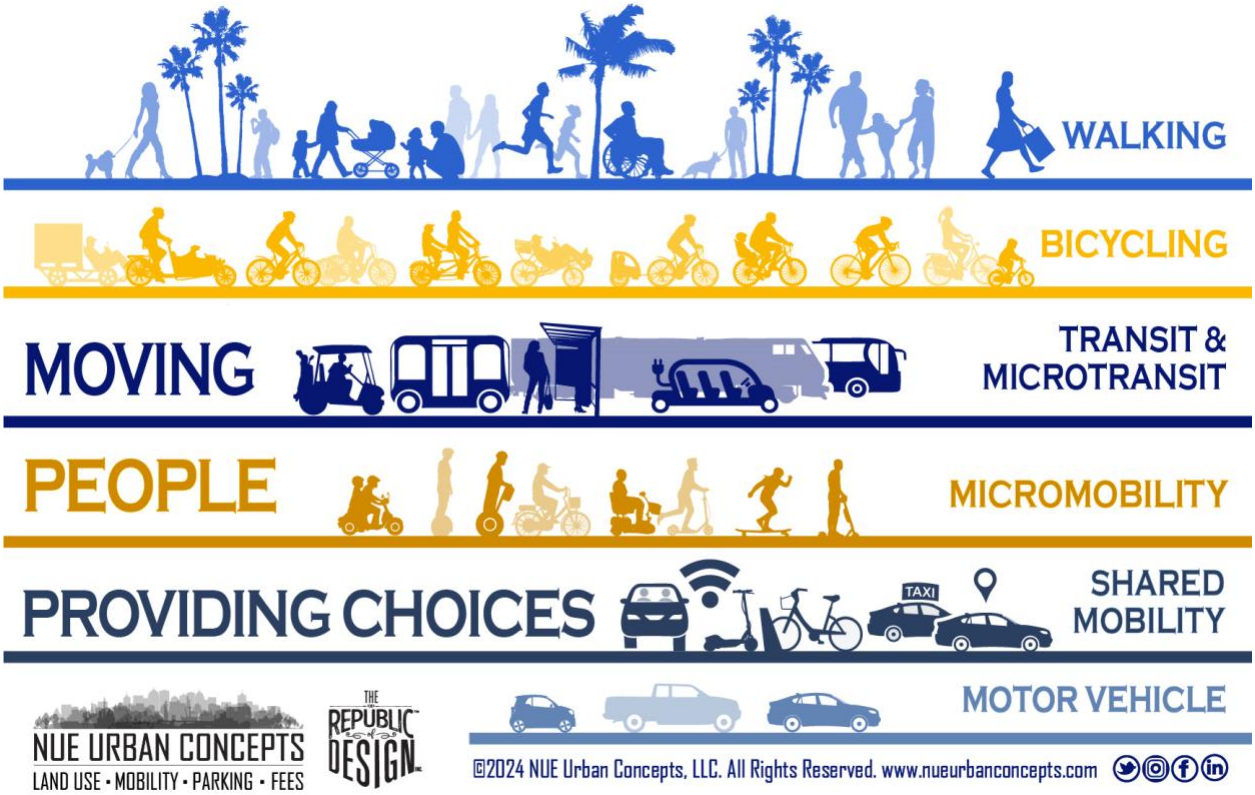
UPDATE MOBILITY PLAN PROJECTS

The updated Mobility Plan Projects serve as the basis to develop the City's Mobility Fee. The updated Mobility Plan Projects provide a foundation for Boynton Beach to proactively prioritize projects to meet the growth, travel, and mobility needs of the community in a manner that is coordinated with the Future Land Use Element in the City's Comprehensive Plan. The updated Mobility Plan Projects support the City's ongoing initiatives to transition its transportation system from primarily moving vehicles, towards a multimodal system focused on safely moving people, whether they choose to walk, bicycle, ride transit, or continue to drive their vehicles **(Figure 10)**.

Figure 10. Moving People, Providing Choices



Updated Mobility Plan Projects (aka Mobility Projects) consist of improvements to curbless, low speed, and wider streets, shared-use paths, sidewalks, bike lanes, boardwalks, transit circulators, water taxi service, mobility hubs, and mobility programs, services, and studies. The updated Mobility Plan Projects were established based on the multimodal elements necessary to transition from a transportation system focused on moving cars, towards a safe, comfortable, and convenient multimodal system focused on moving people **(Figure 11)**.

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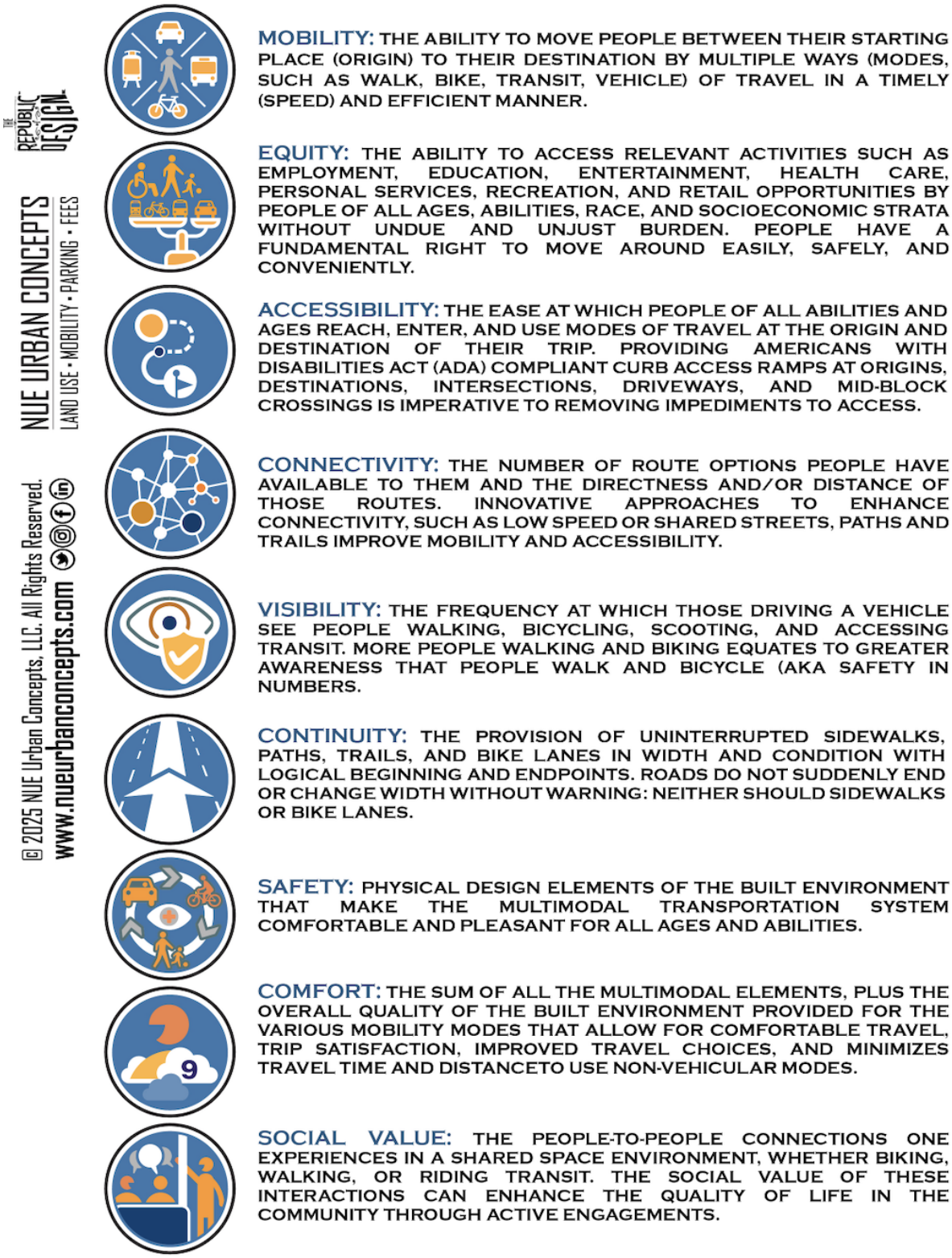
Figure 11. Multimodal Elements



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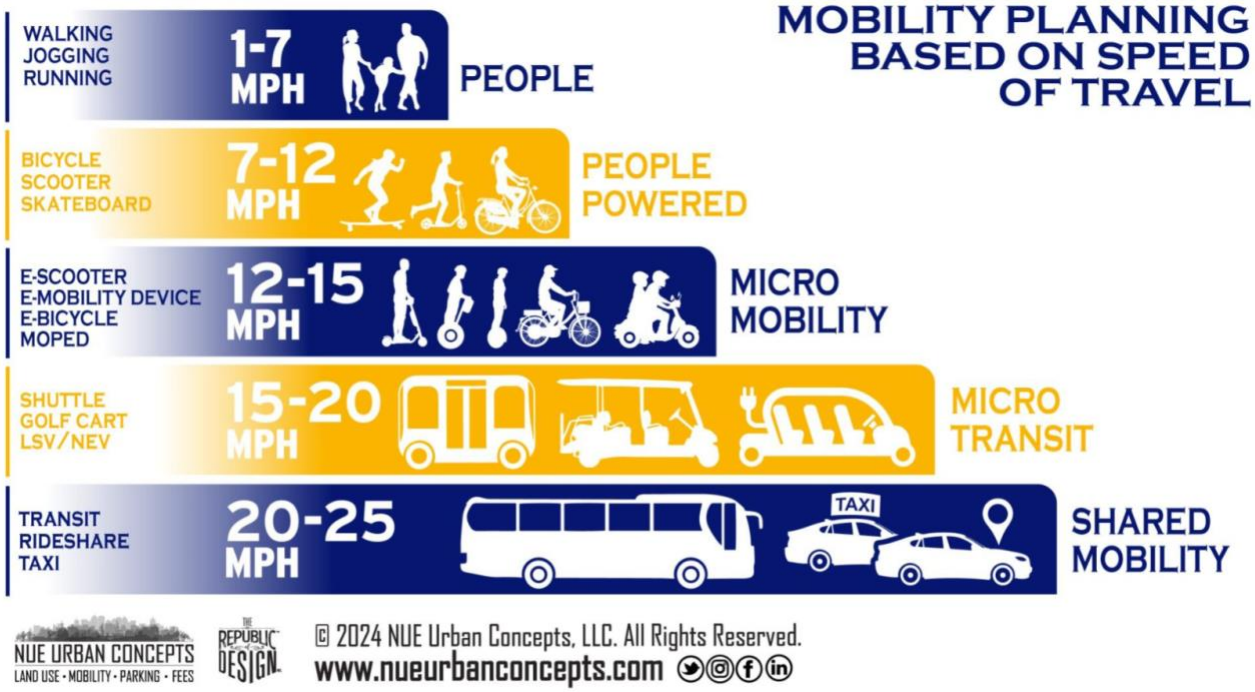
To facilitate the transition from a transportation system focused on moving cars towards a multimodal system focused on the movement of people, it's important to understand that the speed of travel varies greatly whether a person is walking, bicycling, scooting, riding transit or driving. As micromobility (e.g., electric bikes and electric scooters), microtransit (e.g., golf carts, neighborhood electric vehicles, and autonomous transit shuttles), and shared mobility (e.g., ride-share and car-share) devices, services, and programs expand, there will be a need to reimagine and repurpose road and street rights-of-way and travel lanes to accommodate different speeds of travel. The speed of multimodal travel generally falls within five tiers, each of which requires appropriate Mobility Projects, to accommodate the desired speed of travel **(Figure 12)**.

Figure 12. Speed of Travel



The updated Mobility Plan Projects consist of three (3) separate plans for: (1) Streets; (2) Multimodal Corridors; and (3) Transit. The Streets Plan includes projects for walking & streetscape enhancement, curbless shared streets, and complete street roadway widening. The Multimodal Corridors Plan include bike lanes, boardwalks, shared-use paths, sidewalks, and multimodal corridor evaluations crossing I-95. The Transit Plan includes transit circulators, mobility hubs, water taxi docks, and parking facilities. The Mobility Plan also includes the following Programs: (1) Low Speed Streets Pilot Program; (2) Micromobility and Low Speed Electric Vehicle Program; (3) Vision Zero Action Plan; (4) Wayfinding Program; (5) ADA Curb Ramp Retrofit Program; (6) Mobility Access Program; (7) Multimodal Plans, Programs, Services & Studies; and (8) Mobility Plan & Fee Implementation Program.

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STREETS PLAN

The Streets Plan emphasizes improving accessibility, connectivity, and mobility within Boynton Beach. The Streets Plan consist of the following types of projects: (1) Walking & Streetscape Enhancement; (2) Curbless Shared Streets; and (3) Complete Street Roadway Widening **(Map D)**. The detail for the Streets Plan includes the limits, length and description for each project, along with the associated planning level cost, person miles of capacity, reasonably anticipated sources of funding, and a projected timeframe **(Appendix F).**

Walking & Streetscape Enhancement

Updated Mobility Plan Projects for Walking & Streetscape Enhancement are proposed to be designed prioritize walking with lower speeds, safer crossings, and in longer blocks and key destinations providing mid-block crossings with appropriate traffic calming and streetscape measures. Walking & Streetscape Enhancement projects could be provided through the construction of wider sidewalks and streetscape improvements as part of resurfacing or new road, intersection, or safety improvements. The City may desire to update standards in its Land Development Regulations to require new development to be setback from the adjacent street right-of-way at a distance that will accommodate wider sidewalks, along with room for on-street parking, streetscape features such as shade-trees and seating areas. The City may also consider offering new development Mobility Fee credits or reimbursements through the construction of off-site sidewalk and streetscape improvements that are beyond the limits or boundaries of the development that help to create an environment that is welcoming to people walking and accessing transit.

Curbless Shared Streets

Curbless Shared Streets are a relatively new concept in the U.S. The recent reconstruction of portions of Clematis Street and Rosemary Avenue within Downtown West Palm Beach are both examples of Curbless Shared Streets. These Streets prioritize creating a walkable environment where vehicles drive slow enough to allow for people to safely bicycle and access transit circulators within shared travel lanes. East Ocean Avenue between US 1 and Seacrest is an ideal initial corridor for conversion to a Curbless Shared Street within Downtown.

Complete Street Roadway Widenings

The Streets Plan does include proposed widenings of portions of SE/SW 23rd Avenue, Miner Road, and SW 8th Street to construct either center turn lanes or raised landscape medians, along with enhanced multimodal improvements for people walking and bicycling. The Streets Plan also includes the widening of High Ridge Road to four (4) lanes between Gateway Blvd and Miner Road, along with enhanced multimodal improvements for people walking and bicycling.

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MULTIMODAL CORRIDORS PLAN

The Multimodal Corridors Plan establishes Principal, Major, and Minor Multimodal Corridors to safely connect residents with schools, parks, and major destinations **(Map E)**. The Multimodal Corridors Plan also includes boardwalks along portions of the intracoastal waterway and two (2) potential multimodal crossings of Interstate 95. The detail for the Multimodal Corridors Plan includes major destinations connected by the corridors, the starting and ending points, the length, and description for each corridor, along with the associated planning level cost, person miles of capacity, reasonably anticipated sources of funding, and a projected timeframe **(Appendix G1).** Multimodal Corridor connections to Public Schools will require further coordination with the Palm Beach County School Board. The majority of connections to schools are intended for school use only.

The Multimodal Corridors are comprised of bike lanes, shared-use paths, sidewalks, street lighting, and high visibility crosswalks, along with hardscape and landscape enhancements. Each Multimodal Corridor is comprised of multiple smaller improvements to City streets, with some improvements on County and State Roads. These improvements are intended to be flexible in terms of the types of multimodal improvements to be made and also identify gaps in the sidewalk network. There are a greater number of City streets with proposed improvements east of Interstate 95 due to the existing gridded roadway network, especially north of Woolbright Road **(Appendix G2)**. There are a number of City streets that also make up the multimodal corridors west of Interstate 95; however, the segments tend to be longer without as much variation block to block **(Appendix G3)**.

Principal Multimodal Corridors

There are two (2) Principal Multimodal Corridors, one east of I-95 and one west of I-95, that have been established to provide for a continuous, safe, and visible multimodal route for people walking and bicycling that runs from the northern limits to the southern limits of the Mobility Study Area. The Principal Multimodal Corridor east of Interstate 95 is intended to provide a higher quality alternative to Seacrest Blvd for people walking and bicycling. The Principal Multimodal Corridor west of Interstate 95 is intended to provide a higher quality alternative to Congress Avenue for people walking and bicycling, along with providing access to the existing TRI-Rail Station.

The concept behind Principal Multimodal Corridors is similar to principal arterial roads. Principal Multimodal Corridors are the foundation for the multimodal transportation system, just as principal arterial roads are the foundation for the motor vehicle transportation system. Principal Multimodal Corridors are connected to residents, schools, parks, and major destinations, through connections with Major and Minor Multimodal Corridors. The Principal Multimodal Corridors provide for an organizing element from which to develop the multimodal network, as opposed to taking a piecemeal approach to providing multimodal improvements.

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Major Multimodal Corridors

The concept behind Major Multimodal Corridors is similar to major arterial or collector roads. Major Multimodal Corridors feed into the Principal Multimodal Corridors, just as major arterial and collector roads feed into principal arterials for the motor vehicle transportation system. Major Multimodal Corridors connect residents with schools, parks, and major destinations with the Principal Multimodal Corridors. There are a total of six (6) Major Multimodal Corridors.

The first is a Major Multimodal Corridor east of I-95 that connects the Principal Multimodal Corridor to Downtown, the future FEC Rail Station, and the Woolbright Mobility District. The second is a Major Multimodal Corridor west of I-95 that connects the TRI-Rail Station with Boynton High School, Renaissance Commons, the Boynton Beach Mall, and Congress Middle School.

The third is a Major Multimodal Corridor that runs along US 1 (Federal Highway) that will connect several proposed water taxi stops within parks along the intracoastal with Downtown and the Woolbright Mobility District. The fourth is a Major Multimodal Corridor that connects US 1, the Principal and Major Multimodal Corridors East, Galaxy Elementary, Galaxy Park, and Barton Memorial Park. The fifth and sixth Major Multimodal Corridors are along Gateway Blvd and Boynton Beach Blvd to provide east-west connectivity.

Minor Multimodal Corridors

The concept behind Minor Multimodal Corridors is similar to minor arterial or collector roads. Minor Multimodal Corridors feed into the Principal and Major Multimodal Corridors, just as minor arterial and collector roads feed into major and principal arterials for the motor vehicle transportation system. Minor Multimodal Corridor tend to provide connectivity between residents and a specific school, park, or major destination. These tend to be shorter overall routes, but are a key component to providing a convenient, safe, and visible multimodal network.

Boardwalks

The Multimodal Corridors Plan identifies several boardwalks project along the intracoastal. The boardwalk projects are intended to fill in gaps between existing publicly accessible boardwalks and docks. These boardwalks would either be freestanding wooden structures or provided in conjunction with docks or seawalls. The boardwalks will provide enhanced connectivity to existing City parks and may serve as docks or stops for future water taxi services. Future updates of the Mobility Plan may include connections to other boardwalks, to the extent there is permission and easements granted by private property owners to allow access to the public or there are future developments that provide publicly accessible boardwalks, or seawalls have to be constructed either within public lands or with assistance by a governmental entity that requires public access.

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Multimodal Crossing Evaluations

The Major Multimodal Corridors along Boynton Beach Blvd and Gateway Blvd both require crossing Interstate 95 utilizing busy interchanges. Although multimodal improvements are planned in conjunction with major interchange reconstruction projects, the high traffic volume and numerous on-ramps and off-ramps, make both corridors less suitable for people walking and bicycling.

The Multimodal Corridors Plan includes two (2) proposed multimodal crossings of Interstate 95 and the TRI-Rail tracks west of I-95. The first corridor would be a multimodal bridge for people walking and bicycling that would connect Ocean Avenue and Ocean Drive, both of which were previously interconnected prior to the construction of Interstate 95.

The second corridor would ideally be an underpass along the Boynton Canal below I-95 and the TRI-Rail tracks for people walking and bicycling that would open up access to the TRI-Rail Station via High Ridge Road and access to Renaissance Commons and the Boynton Beach Mall via the Major Multimodal Corridor West.

Both corridors are longer term visions to enhance multimodal connectivity between Boynton Beach east and west of I-95, without the need for people walking and bicycling to travel along multi-lane arterials and cross major interchanges. Both corridors will require additional evaluation to determine the feasibility of the proposed improvements.

The corridor crossings would be expensive and would require funding from multiple sources. A portion of the cost for the evaluations is included in the Mobility Fee calculation, no cost for any property acquisition or construction activity is included in the Mobility Fee calculation. If feasible, the projects could be included as part of future updates to the Complete Streets Mobility Plan.

TRANSIT PLAN

The Transit Plan identifies transit circulators, mobility hubs, and a water taxi service to create multiple park once environments at major destinations within the City **(Map F)**. The Transit Plan also incorporates the existing on demand transit service located within the Community Redevelopment Agency (CRA) boundaries and funded by the CRA.

The detail for the Transit Plan includes transit circulator routes, major destinations connected by the corridors, the starting and ending points, the length, and description for each corridor, along with the associated planning level cost, person miles of capacity, reasonably anticipated sources of funding, and a projected timeframe **(Appendix H).** The transit routes are conceptual and are subject to change upon further evaluation.

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Transit Circulators

The Transit Plan identifies five (5) transit circulators connected to mobility hubs throughout the City. The transit circulators are proposed to be either 15 to 25 passenger vehicles or smaller low speed vehicles that can accommodate anywhere from three (3) to eight (8) passengers. The following are the five (5) proposed transit circulator routes (routes subject to change upon further evaluation):

(1) **Downton to Beach** is the first route and is already being provided from Downtown to Ocean Front Beach Park.

(2) **Downtown to Mall** is the second route and would connect the Downtown mobility hub to a mobility hub proposed at the Boynton Beach Mall.

(3) **Circulator East** is the third route that is proposed to primarily run along Gateway Blvd and US 1 and connect mobility hubs at the TRI-Rail Station, Downtown, and in the Woolbright Mobility District.

(4) **Circulator West** is the fourth route that is proposed to connect mobility hubs at the TRI-Rail Station, Renaissance Commons, the Mall, SW 8th Street, and the Woolbright Mobility District.

(5) **Woolbright to Hospital** is the fifth and final proposed route and would connect mobility hubs at the Woolbright Mobility District and the Bethesda Baptist Memorial Hospital. Passengers from the Hospital could then access Downtown, the Mall, or TRI-Rail riding either the Circulator East or West routes from the Woolbright Mobility District.

Mobility Hubs

Mobility hubs are locations where multiple ways (modes) to travel (e.g., walk, bike, transit) converge and feature various amenities (e.g., covered waiting areas, pick-up / drop-off lanes), that allow a person to easily switch modes of travel to reach their destination. The Transit Plan identifies ten (10) potential mobility hubs within the City, all interconnect by proposed transit circulators. The final location of mobility hubs shall be determined through further evaluation and potential partnerships with existing developments, redevelopment, and existing property owners.

The Downtown mobility hub is proposed to feature a parking structure. There is an existing parking structure at the proposed mobility hub within the Woolbright Mobility District at the NW corner of US 1 and Woolbright Road. There are several large surface parking lots at the Boynton Beach Mall and the TRI-Rail Station that could be repurposed as mobility hubs. Mobility hubs are proposed in the vicinity of US 1 and Gateway Blvd, MLK Jr. Blvd and Seacrest, Bethesda Baptist Memorial Hospital, SW 8th and Woolbright, and within the Renaissance Commons development. As part of the City's update of the Complete Streets Mobility Plan, mobility hubs will be further refined.

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Water Taxi

The Mobility Plan includes future water taxi routes and ADA accessible docks along the intracoastal that could provide additional connectivity and access to the future rail passenger service Downtown. Water taxi service at this present time would likely not be successful without either greater densities Downtown or future rail service to serve as a draw to residents along the intracoastal. The Cities of North Miami, Port St. Lucie, and St. Augustine have incorporated water taxi routes, mobility hubs, access to future rail service, and parking structures into their Mobility Plans. The Transit Plan has identified ten (10) potential water taxi stops along the intracoastal.

MOBILITY PLAN PROGRAMS

There are significant planning and design initiatives beyond the update of Mobility Plan Projects and the update of the Mobility Fee. The updated Mobility Plan Projects also recommends implementing the following Programs: (1) Low Speed Streets Pilot Program; (2) Micromobility and Low Speed Electric Vehicle Program; (3) Vision Zero Action Plan; (4) Wayfinding Program; (5) ADA Curb Ramp Retrofit Program; (6) Mobility Access Program; (7) Multimodal Plans, Programs, Services & Studies; and (8) Mobility Plan & Fee Implementation Program **(Appendix I)**.

The Low Speed Streets Pilot Program was originally incorporated into the Streets Plan with various recommendations for traffic calming. The intent of the program is to slow down vehicle traffic and prioritize the safe and efficient movement of people bicycling, walking, and accessing transit. Traffic calming is not something that is always agreeable to residents along an existing street. Rather than take a top down approach, the Pilot Program would start by collecting input from residents.

There are four (4) initial areas east of Interstate 95 that have been identified as potential locations for implementation of the Low Speed Streets Pilot Program **(Map G)**. The details of the Low Speed Streets Pilot Program require further development. The framework would include establishing criteria for residents to request traffic calming measures while encouraging them to engage with their neighbors and involve them in the process of evaluating various traffic calming options. Best practices include engaging and gaining their support in the process is a more effective approach than pre-determining the most suitable traffic calming option for a given street. Traffic calming measures that garner community support could be added to future Complete Streets Mobility Plan updates.

COMPLETE STREETS MOBILITY PLAN UPDATE

The City will be undertaking a more holistic update of its Complete Streets Mobility Plan. The updated Mobility Plan Projects maybe further refined and defined as part of the Complete Streets Mobility Plan update. The updated Complete Streets Plan will further evaluate updates of Quality of Service Standards, mobility hubs, parking, and transit circulation.

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MOBILITY FEE

The basis for the City of Boynton Beach Mobility Fee is the updated Mobility Plan Projects identified to meet future travel demand from new development, consistent with Florida Statutes 163.3180 and 163.31801. **Development** is defined as **"any new residential and non-residential construction or expansion of building(s), lanes(s), structure(s), or any changes in the use of any building(s) or structure(s) or land use that will generate additional impact on the city's public facilities."** **Impact** is defined as **"any new development that results in an increase in person travel demand above the demand generated by the existing use of property."**

The updated Mobility Plan Projects are intended to provide the person miles of capacity needed to meet future person miles of travel demand, consistent with the **"needs"** requirement of the dual rational nexus test. The Mobility Fees collected from new development are to be used to fund the updated Mobility Plan Projects that provide a mobility benefit to new development and accommodate the increase in person travel demand from that new development, consistent with the **"benefits"** requirement of the dual rational nexus test **(Figure 13)**.

Figure 13. Mobility Projects and Mobility Fee



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EXISTING CONDITIONS EVALUATION (ECE)

Florida Statute prohibits local governments from charging new development for an existing transportation deficiency (aka over capacity or backlogged roads). An existing conditions evaluation has been conducted to ensure that new development is not being charged for existing transportation deficiencies. The evaluation includes a system-wide analysis of all arterials and collectors within the Mobility Study Area **(Map C)**.

The existing conditions evaluation (ECE) is achieved by dividing the vehicle miles of travel (VMT) by the vehicle miles of capacity (VMC). The arterials and collectors within the Mobility Study Area include City, County, and State roads **(Appendix D)**. A VMT/VMC ratio greater than **1.00** indicates that there are system-wide deficiencies. The VMT/VMC ratio in 2024 is **0.85** based on the existing conditions evaluation **(Table 4A)**.

TABLE 4A. 2024 EXISTING CONDITIONS EVALUATION (ECE)

Functional Classification	Length (miles)	2024 VMT	2024 VMC	VMT to VMC Ratio
Minor Collector	12.7	81,560	248,170	0.33
Major Collector	17.2	201,700	619,660	0.33
Minor Arterial	11.1	299,810	805,440	0.37
Principal Arterial	10.4	392,530	891,070	0.44

Source: Existing conditions are based on Traffic Characteristics Data for the Mobility Study Area **(Appendix D)**. The Traffic Characteristics Data was obtained from the City, County, FDOT, and 2045 Long Range Transportation Plan for Palm Beach County. VMT is based on AADT x length of a road segment. VMC is based on the daily capacity x length of a road segment. Capacities for roads are based on the 2023 FDOT Generalized Tables based on Context Classification **(Appendix J).** Level of Service Standards are based on the City's Comprehensive Plan.

The mobility fee calculation includes an existing conditions evaluation factor (ECEf) to adjust mobility fee cost for system-wide deficiencies for arterials and collectors within the Mobility Study Area. The existing conditions evaluation factor (ECEf) is determined by dividing the vehicle miles of capacity (VMC) by the vehicle miles of travel (VMT) as illustrated in **Figure 14**.

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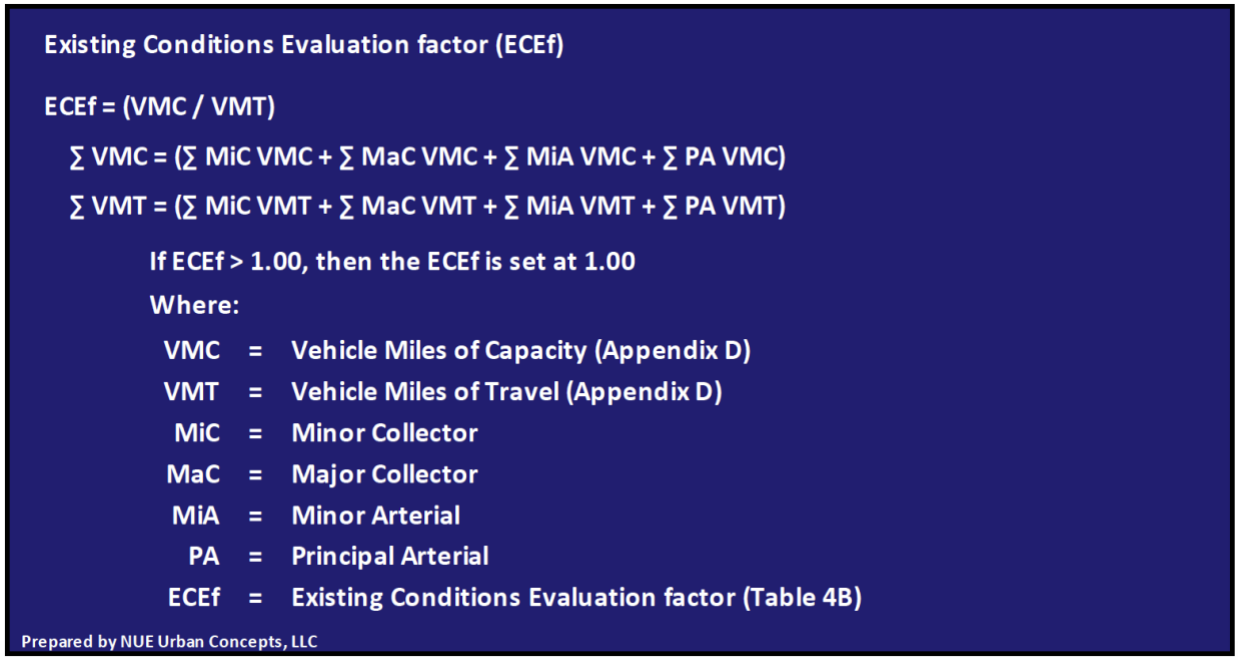
Figure 14: Existing Conditions Evaluation Factor (ECEf)



A VMC/VMT ratio greater than **1.00** indicates that the current system has adequate capacity to accommodate existing traffic. The VMC/VMT ratio is **2.63** based on the existing conditions evaluation **(Table 4B)**. Thus, development activity is not being assessed for any system-wide deficiencies. For the Mobility Fee calculation, the ECEf will be set to **1.00**.

TABLE 4B. EXISTING CONDITIONS EVALUATION FACTOR (ECEf)

Functional Classification	Length (miles)	2024 VMC	2024 VMT	VMC / VMT
Minor Collector	12.7	81,560	248,170	3.04
Major Collector	17.2	201,700	619,660	3.07
Minor Arterial	11.1	299,810	805,440	2.69
Principal Arterial	10.4	392,530	891,070	2.27
Total	51.3	975,600	2,564,340	2.63

Source: Existing conditions are based on Traffic Characteristics Data for the Mobility Study Area **(Appendix D)**.

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UPDATED MOBILITY PLAN PROJECT SUMMARY

The updated Mobility Plan Projects include detailed descriptions that serves as the basis for development of the Mobility Fee. Planning level cost (PLC) estimates have been developed for the Mobility Projects based on cost from the City, Palm Beach County, FDOT District Six, and the Palm Beach Transportation Planning Agency **(Appendix K)**. The PLC estimates are subject to change as mobility projects are further developed through design and engineering.

Multimodal capacities (MC) have been developed for each type of Mobility Project **(Appendix K)**. The establishment of these multimodal capacities have been used to calculate a person miles of capacity (PMC) for each Mobility Project. These multimodal capacities account for the capacity of sidewalks, bicycle lanes, shared-use paths, and streets.

The updated Mobility Plan Projects include existing funded projects, projects that are under construction, and projects needed to meet future travel demand needs. The attributable planning level cost (PLC) and person miles of capacity (PMC) account for projects that are already funded, under construction, or where funding is reasonably anticipated over the next 21 years. The following is a summary of the total length, and the attributable planning level cost (PLC) and person miles of capacity (PMC) for the updated Mobility Plan Projects **(Table 5)**.

TABLE 5. UPDATED MOBILITY PLAN PROJECTS SUMMARY

Plans & Programs	Length (Miles)	Planning Level Cost (PLC)	Person Miles of Capacity Increase (PMCi)
Streets Plan	9.71	$110,534,256	127,795
Multimodal Plan	45.44	$101,350,000	214,080
Transit Plan	33.14	$50,410,000	144,750
Mobility Plan Programs	7.0 miles & 8.0 programs	$9,675,000	16,800
Total	7.0 miles & 8.0 programs	$271,969,256	503,425

Source: Streets Plan **(Appendix F).** Multimodal Corridors Plan **(Appendix G1).** Transit Plan **(Appendix H)** Mobility Plan Programs **(Appendix I)**. The basis for the attributable Planning Level Cost (PLC) and Person Miles of Capacity (PMC) are summarized in **Appendix K**.

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REASONABLY ANTICIPATED FUNDING

The availability of funding for the updated Mobility Plan Projects over the next 20 years is projected to come from a variety of funding sources. These sources include the City, the Community Redevelopment Authority (CRA), new development, the federal government, Palm Beach County, partnerships, the State of Florida, and various transit providers. The updated Mobility Plan Projects is the first step in a multi-step process to fund mobility within the City. Proactively collaborating with new development is a way to advance Mobility Projects by entering into partnerships to extend these projects beyond development boundaries.

Palm Beach County and Boynton Beach could allocate a portion of gas taxes and infrastructure sales tax towards updated Mobility Plan Projects. However, gas taxes have been declining locally, statewide, and nationally as vehicles have become more fuel efficient and the percentage of electric vehicles and hybrid vehicles increase. The federal government has not raised gas taxes in a number of years. The State of Florida annually adjust gas taxes on the first day of the year based on the prior year Consumer Price Index to adjust for inflation. The vast majority of gas taxes at all levels of government are largely earmarked for maintenance and operations of the existing transportation system, leaving minimal revenues available for new capacity and multimodal improvements.

There has been some discussion of a VMT tax to replace the gas tax at the federal and state level. Given the current political climate, a VMT tax is unlikely to pass anytime soon. However, as a greater number of electric vehicles and autonomous vehicles come online, there may be renewed interest in replacing the gas tax with a VMT fee in the future. The County's existing infrastructure sales tax provides a broader opportunity to have available funds to contribute towards Mobility Plan projects.

The Palm Beach TPA has available federal and state funding identified through the 2045 Cost Feasible Long Range Transportation Plan (LRTP). A large portion of projected funding is allocated towards improvements on the Strategic Intermodal System (SIS), with a significant amount of the funds allocated toward the Florida Turnpike and Interstate 95.

Historically, the Palm Beach TPA has a number of funding opportunities through grants and various pool of funds identified in the LRTP to allocate towards multimodal projects. Funding for mobility projects for federal and state roads would be allocated through the most recently adopted LRTP and the five year FDOT Transportation Improvement Program (TIP).

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Palm Beach County currently collects a road impact fee within the City of Boynton Beach and unincorporated County. Palm Beach County has collected over **$10,500,0000** in road impact fees from development within Boynton Beach between 2014 and 2023 **(Appendix L1)**. Between 2004 and 2013, the City collected over **$21,500,0000** in road impact fees on behalf of Palm Beach County from development within Boynton Beach **(Appendix L2)**. Over the last 20 years, Palm Beach County has collected over **$32,000,000** from development within Boynton Beach. During that same period, based on data provided through the County's annual impact fee reports, a little over $2,000,000 has been expended in Boynton Beach. The road impact fees collected by the County from development in the City could be a funding source for Mobility Projects on County Roads.

Over the next 20 plus years, it is reasonably anticipated that roughly $93,982,756 in funding will be available to fund updated Mobility Plan Projects **(Table 6)**. More than 50% of the funding for the Streets Plan has already been programmed and is currently being expended on the walking and streetscape improvements along Boynton Beach Blvd between US 1 and I-95 **(Appendix F)**.

Roughly $10,000,000 in funding is already programmed for Multimodal Corridor improvements along NE / SE 1st Street and Boynton Beach Blvd between I-95 and Congress Ave **(Appendix G1)**. It is reasonably anticipated that over the next 20 years, an additional $20 million dollars a year or approximately $1 million dollars a year, will be obtained from a variety of funding sources to fund a portion of the updated Mobility Plan projects **(Table 6)**. It should be noted, that as of January 2025, the $20 million dollars is not currently programmed.

The Transit Plan identifies $31.5 million in funding for the Downtown mobility hub and future rail station along the FEC Railroad **(Appendix H).** Of that funding, roughly $13.5 million would be allocated from parking revenues to off-set the cost for the Downtown mobility hub parking structure **(Appendix H).** The majority of the cost for a future rail station, approximately $18 million, would be funded through county, federal, state, and private sources **(Appendix H).**

TABLE 6. REASONABLY ANTICIPATED FUNDING SUMMARY

Streets Plan	**$21,906,756**
Multimodal Corridors Plan	**$32,871,000**
Transit Plan	**$39,205,000**
Total	**$93,982,756**

Source: Streets Plan **(Appendix F).** Multimodal Corridors Plan **(Appendix G1). Transit Plan (Appendix H).** The reasonably anticipated funding for multimodal corridors includes $20 million dollars ($1 million a year, over 20 years) through various city, county, federal and state funds.

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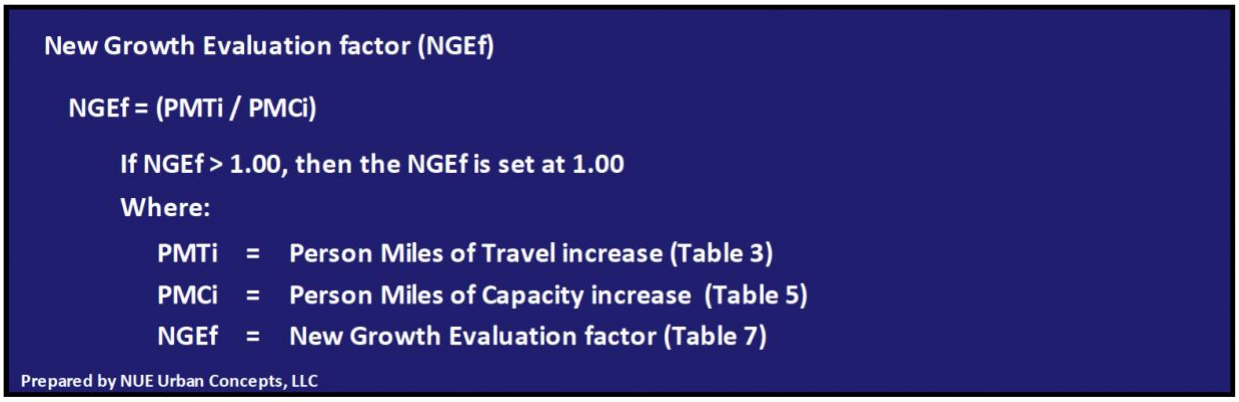
NEW GROWTH EVALUATION (NGE)

A new growth evaluation has been conducted to ensure that new development is not paying for more than its attributable share of the cost of the updated Mobility Plan Projects, as required by Florida Statute. The new growth evaluation factor (NGEf) is based on the increase in person miles of travel (PMT) and person miles of capacity (PMC) from the Mobility Projects (**Figure 15)**.

FIGURE 15. NEW GROWTH EVALUATION FACTOR (NGEf)



The new growth evaluation factor (NGEf) is 1.13 **(Table 7)**. A NGEf ratio that is less than 1.00 indicates that more capacity is being planned than what is needed to meet future demand. The calculated NGEf ratio is greater than 1.00. Thus, the updated Mobility Plan Projects are not assessing new development for more person miles of capacity (PMC) than what is needed to accommodate the projected increase in person miles of travel (PMT). For purposes of the calculation of the Mobility Fee rate, the new growth evaluation factor (NGEf) is set to 1.00.

TABLE 7. NEW GROWTH EVALUATION (NGE)

Increase in Person Miles of Travel (PMTi)	**568,614**
Increase in Person Miles of Capacity (PMCi)	**503,425**
New Growth Evaluation factor (NGEf)	**1.13**

Source: The increase in person miles of travel is based on **Table 3**. The increase in person miles of capacity is based on **Table 5**. The new growth evaluation calculation is based on the formula in **Figure 15**.

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PERSON MILES OF CAPACITY RATE (PMCR)

The first component for calculating a Mobility Fee is the calculation of a person miles of capacity rate (PMCr). The attributable planning level cost (PLCa) is based on the planning level cost (PLC) for the updated Mobility Plan Projects less the reasonably anticipated funding (AF). The assignable Mobility Plan Project cost (MPCa) is calculated by multiplying the attributable planning level cost (PLCa) by the existing conditions evaluation factor (ECEf) and the new growth evaluation factor (NGEf). The assignable Mobility Plan cost (MPCa) is then divided by the increase in person miles of capacity (PMCi) to determine the person miles of capacity rate (PMCr) **(Figure 16)**.

FIGURE 16. PERSON MILES OF CAPACITY RATE (PMCr)

Person Miles of Capacity rate (PMCr)

$\sum$ PLC = ($\sum$ SPc + $\sum$ MCPc + $\sum$ TPc + $\sum$ MPPc)

$\sum$ AF = ($\sum$ SPf + $\sum$ MCPf + $\sum$ TPf)

PLCa = ($\sum$ PLC - $\sum$ AF)

MPCa = ((PLCa x ECEf) x NGEf)

PMCr = (MPCa / PMCi)

Where:

PLC = Planning Level Cost (Table 5)

SPc = Street Plan cost (Appendix F)

MCPc = Multimodal Corridor Plan cost (Appendix G1)

TPc = Transit Plan cost (Appendix H)

MPPc = Mobility Plan Program cost (Appendix I)

AF = Anticipated Funding (Table 6)

SPf = Street Plan funding (Appendix F)

MMPf = Multimodal Plan funding (Appendix G1)

TPf = Transit Plan funding (Appendix H)

PLCa = Attributable Cost of Mobility Plan Projects (Table 8)

ECEf = Existing Conditions Evaluation factor of 1.00 (Table 4B)

NGEf = New Growth Evaluation factor of 1.00 (Table 7)

MPCa = Assignable Cost of Mobility Plan Projects (Table 8)

PMCi = Person Miles of Capacity increase (Table 5)

PMCr = Person Miles of Capacity Rate (Table 8)

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The following is the calculation for the Person Miles of Capacity Rate (PMCr) illustrated in **Figure 16**:

(SPc + MCPc + TPc + MPPc) = PLC; (SPf + MCPf + TPf) = AF

(PLC - AF) = PLCa; ((PLCa x ECEf) x NGEf) = MPCa; (MPCa / PMCi) = PMCr.

($110,534,256 + $101,350,000 + $50,410,000 + $9,675,000) = PLC of $271,969,256

($21,906,756 + $32,871,500 + $39,205,000) = AF of $93,982,000

($271,969,256- $93,982,756) = $197,986,500; (($197,986,500 x 1.00) x 1.00) = $197,986,500;

($197,986,500/ 503,425) = $393.28

With an assignable Mobility Plan Cost (MPCa) of **$197,986,500** and a Person Miles of Capacity increase (PMCi) of **503,425**, the calculated Person Miles of Capacity PMC rate (PMCr) is **$393.28 (Table 8)**. The PMCr will be multiplied by the Person Travel Demand per land use on the Mobility Fee schedule to calculate the Mobility Fee rate per land use.

TABLE 8. PERSON MILES OF CAPACITY RATE (PMCr)

Planning Level Cost (PLC)	**$271,969,256**
Anticipated Funding (AF)	**$93,982,756**
Attributable Planning Level Cost (PLCa)	**$197,986,500**
Existing Conditions Evaluation Factor (ECEf)	**1.00**
New Growth Evaluation Factor (NGEf)	**1.00**
Assignable Mobility Plan Cost (MPCa)	**$197,986,500**
Increase in Person Miles of Capacity (PMCi)	**503,425**
Person Miles of Capacity Rate (PMCr)	**$393.28**

Source: Street Plan PLC and AF **(Appendix F).** Multimodal Corridor Plan PLC and AF **(Appendix G1).** Transit Plan PLC and AF **(Appendix H).** Mobility Plan Programs **(Appendix I).** The Attributable Planning Level Cost (PLCa) of mobility projects per the calculation in **Figure 16**. The Existing Conditions Evaluation factor (ECEf) is obtained from **Table 4B.** The New Growth Evaluation factor (NGEf) is obtained from **Table 7.** Per Miles of Capacity increase (PMCi) per **Table 5**. The Person Miles of Capacity Rate (PMCr) are determined per **Figure 16.**

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PERSON TRAVEL DEMAND PER USE (PTDU)

The second component for calculating a Mobility Fee for land uses in the Mobility Fee schedule is the calculation of person travel demand (PTD) for each use. The factors utilized in the calculation of person travel demand (PTD) for each use are the principal means to achieve the "rough proportionality" test established by the courts and Florida Statute 163.31801.

Trip Generation

Trip generation rates are based on daily trip information published in the *Institute of Transportation Engineers' (ITE) Trip Generation Manual, 11th edition.* The detail for the daily trip generation rates for each land use is included in **Appendix M**. For uses where daily trips are not provided or there are only a few samples, the AM and PM Peak hours of adjacent street traffic were averaged and divided by a peak-to-daily ratio to derive daily trips.

The Mobility Fee schedule requires that trip generation rates for non-residential uses be based on multiple land uses. The trip generation for Mobility Fee schedule land uses such as Community Serving, Long Term Care, and Overnight Lodging are based on weighted AM and PM trip generation data to develop the daily trip generation rates. Additional detail is provided in **Appendix M.**

The simplest way to calculate the daily trip generation rate for a use, where trip generation is based on multiple trip generation rates, would be to simply average the trip rates. The issue with a simple average is that the ITE Manual may only have one (1) or two (2) studies for a given land use and 50 studies for another use. Generally, the greater the number of studies, the more accurate the trip generation rate is for a given use. To ensure that a trip generation rate based on one (1) study does not have the same weight as a trip generation rate based on 30 studies, a weighted trip generation rate is calculated for each Land Use where daily trips are based on more than one ITE land use code.

% New Trips

The percentage of new trips is based on a combination of the various pass-by analyses provided in ITE's Trip Generation Handbook, 3rd edition and various traffic studies conducted throughout Florida. The percentage of new trips differs slightly from the commonly used pass-by trip term as it is the percentage difference in trips after pass-by trips are deducted. The concept is better understood based on the following example:

(10 trips x (100% - 30% pass-by rate)) = 7 trips or 70% new trips).

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While ITE's Trip Generation Handbook does not recognize pass-by rates for uses other than retail, pass-by rates are utilized for uses such as medical offices, day care, entertainment, and recreation use to reflect how people move about the community. A pass-by trip is a trip that is traveling and stops at another land use between an origin point (commonly a dwelling) and a destination (place of employment). The detail for the % new trips is included in **Appendix N**.

Vehicle Trip Length (VTl)

The vehicle trip length (VTl) is used to calculate the vehicle miles of travel for land uses in the mobility fee schedule. Vehicle trip lengths are based on the 2022 National Household Travel Survey (NHTS). The NHTS vehicle trip length data is based on travel surveys collected for the South Atlantic Region of the U.S., which includes Florida.

The travel surveys are from metropolitan statistical areas with a population of more than 1,000,000 people with heavy rail service, which includes Palm Beach County **(Appendix O)**. Vehicle trip lengths vary by trip purpose. Several trip purposes have been combined to more accurately reflect trip characteristics of the uses established in the Mobility Fee schedule.

The travel survey data utilized are for trips of 10.0 miles or less. The U.S. Department of Transportation has been evaluating household trip length data for all counties in the U.S. The trip length data measures population staying at home, population making trips, trips of 5 miles or less, 5 to 10 miles, and varying trip lengths greater than 10 miles. The data has been collected monthly since 2019. Within Palm Beach County, more than 65% of all household trips are 5 miles or less and 81% of all household trips are 10 miles or less **(Appendix P)**. Trips over 10 miles in length would primarily be using limited access roads such as Interstate 95.

Limited Access Evaluation Factor (LAEf)

Travel on Interstate 95, which is a limited access facility, is excluded from Mobility Fee calculations as the Interstate System is principally funded and maintained by the Federal Government in coordination with FDOT. To ensure development activity is not charged for travel on I-95, a limited access factor has been developed. Typically, the limited access factor is based on travel on the Interstate system within City limits. However, given the long distance of almost four (4) miles between the I-95 Interchanges at Woolbright Road and Atlantic Avenue (SR 806) and the relatively short distance of just over one (1) mile between the I-95 Interchanges at Hypoluxo Road and Lantana Road, additional analysis was required. Based on the volumes and length of I-95 between Lantana Road and Atlantic Avenue (SR 806), adjustments were required, otherwise all travel would be assumed to use the Interstate System. To better account for travel on I-95 within the City, the on and off ramp volumes along I-95 were evaluated **(Appendix Q).**

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The analysis of on-ramp and off-ramp volumes, based on 2023 counts from FDOT, resulted in roughly 20% of the total daily traffic counts on Interstate 95 between Lantana Road and Atlantic Avenue. The 20% accounts for on and off ramp movements, it does not fully account for travel along the entire length or for vehicles that were already on I-95 north of Lantana Road and south of Atlantic Avenue. To account for this travel, an additional 20% of the travel was assumed to be related to some portion of I-95 to and from the Mobility Study Area, consistent with the 20% of travel that could be quantified based upon on and off ramp movements.

In determining the limited access adjustment factor, data collected for arterial and collector roads is utilized to determine that share of travel within the Mobility Study Area that does not use I-95. Data is not currently available for travel on local roads within the Mobility Study Area. If more traffic counts were collected, it is likely that the share of travel on limited access facilities may be reduced.
A more detailed analyses of I-95 travel to and from Boynton Beach may result in different adjustment factors. Collection of traffic counts for more local roads and I-95 would be a very expensive undertaking and may or may not affect the limited access evaluation factor. The following is the calculation for the limited access evaluation factor (LAEf) of **0.56** to account for the roughly 44% of travel occurring on Interstate 95 in 2024 **(Table 9)**:

Limited Access VMT x Local Adjustment factor = Adjusted Limited Access VMT

Adjusted Limited Access VMT + Arterial & Collector Roads VMT = Total VMT

Arterial & Collector Roads VMT divided by Total VMT = Limited Access Evaluation factor

1,937,230 x 0.40 = 774,892; 774,892 + 975,600 = 1,750,492; (975,600 / 1,750,492) = 0.56

TABLE 9. LIMITED ACCESS EVALUATION FACTOR (LAEf)

Functional Classification	2024 VMT
Limited Access (I-95) VMT	1,937,230
Local Adjustment Factor	0.40
Adjusted Limited Access (I-95) VMT	774,892
Arterial & Collector Roads VMT	975,600
Total VMT	1,750,492
Limited Access Evaluation Factor (LAEf)	0.56

Source: The arterial, collector, and limited access VMT data was obtained from **Table 4A**. The local adjustment factor of 0.40 is based on the analysis of I-95 on and off ramp movements **(Appendix Q).** The limited access evaluation factor is calculated based on the formula provided above **Table 9**.

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Origin Destination Factor (ODf)

Trip generation rates represent trip-ends at the site of a land use. Thus, a single origin trip from home to work counts as one trip-end for the residence and from work to the residence as one trip-end, for a total of two trip ends. This distributes the impact of travel between origins and destinations of trips based on the overall share of travel by trip purpose. The application of the origin and destination factor (ODf) eliminates double charging new development for the same trip. The ODf is used in the calculation of PTDu (**Appendix N**).

Vehicle Miles of Travel (VMT)

The vehicle miles of travel are calculated based on trip generation, percent new trips, vehicle trip length, the limited access evaluation factor, and the origin and destination factor (**Figure 17**). The vehicle miles of travel (VMT) for land uses in the mobility fee schedule are then converted into person travel demand (PTD) based on the person miles of travel (PMT) factor.

Person Miles of Travel Factor (PMTf)

The person miles of travel factor (PMTf) are used to convert the vehicle miles of travel (VMT) to person travel demand (PTD) for land uses in the mobility fee schedule. The PMTf allows for the conversion of vehicle travel to person travel by accounting for people walking, bicycling, riding transit, and for vehicle occupancy. The person miles of travel factor (PMTf) are based on the are based on the 2022 National Household Travel Survey (NHTS) . The NHTS vehicle trip length data is based on travel surveys collected for the South Atlantic Region of the U.S., which includes Florida.

The travel surveys are from metropolitan statistical areas with a population of more than 1,000,000 people with heavy rail service, which includes Palm Beach County **(Appendix O)**. The person miles of travel factor (PMTf) vary by trip purpose. Several trip purposes have been combined to more accurately reflect trip characteristics of the uses established in the Mobility Fee schedule.

Person Travel Demand per Land Use (PTDu)

The result of multiplying vehicle miles of travel (VMT) by the person miles of travel factor (PMTf) is the establishment of a Person Travel Demand per land use (PTDu) **(Appendix N)**. The PTD per land use reflects projected person travel during an average weekday for the various land uses in the Mobility Fee schedule. The following is the calculation for Person Travel Demand (PTD), with an example for how PTD is calculated for a single family residential use per 1,000 sq. ft. **(Figure 17)**:

((((TG x % NT) x VTl) x LAEf) x ODf) = VMT; (VMT x PMTf) = PTDu

((((4.10 x 1.00) x 3.86) x 0.56) x 0.50) = 4.43; (4.43 x 1.61) = 7.13

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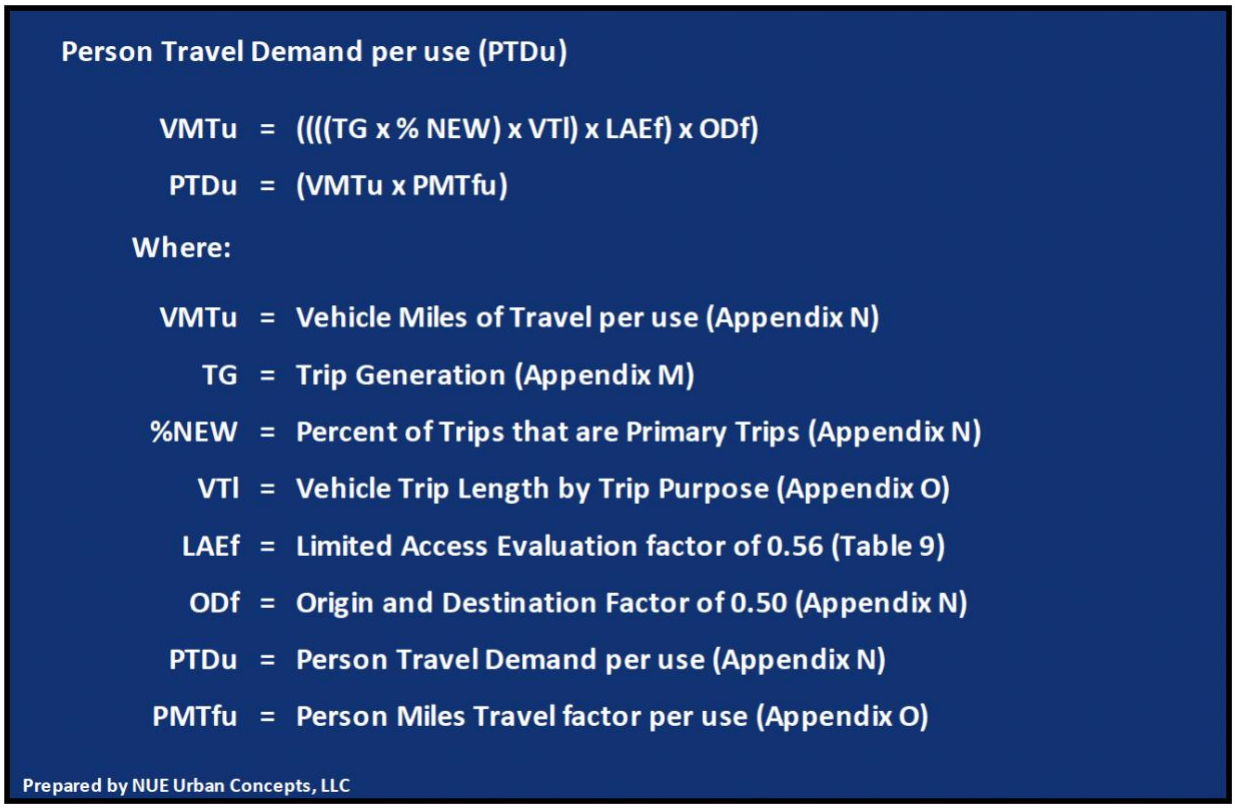
FIGURE 17. PERSON TRAVEL DEMAND PER USE (PTDu)



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MOBILITY FEE ASSESSMENT AREA

There are two kinds of geographic areas in mobility fee systems: assessment areas and benefit districts. Assessment areas are based on either a physical location, such as a downtown, or a type of development pattern, such as a traditional neighborhood development (TND).

New development within the City only pays the mobility fee rate applicable to the Assessment Area in which the new development is located. A benefit district is a geographic location within which mobility fees collected are earmarked for expenditure as required by the **"benefits"** test of the dual rational nexus test.

The establishment of different assessment areas is done in recognition that certain geographic locations or types of developments will result in shorter trips, more people walking and bicycling, and higher levels of internal capture; thus, minimizing impact to the external roadway network. Multiple assessment areas are established for mobility fees to reflect differences dues to internal capture or external distribution of trips.

The Mobility Fee features a single Assessment Area for the Mobility Study Area (**Map A**). Thus, all new development within the Assessment Area will pay the same Mobility Fee rate per the applicable land use and unit of measure. In the future, the City could elect to adopt Assessment Areas that vary either by location or mobility projects.

Should the City elect to eventually extend the Mobility Fee through-out the City, then an update to the Mobility Plan and Mobility Fee would be required to extend the Mobility Fee citywide. Those areas of the City outside the current Mobility Study Area may end up with a different Mobility Fee based on the need for future updates of the Complete Street Mobility Plan.

The Mobility Fee Ordinance will address assessment and imposition of the Mobility Fee on new development. The Mobility Fee Ordinance may either incorporate the Assessment Area map by reference or include the map as an exhibit to the Ordinance.

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MOBILITY FEE SCHEDULE

To ensure the rough proportionality test is addressed, the person travel demand of individual land uses is used to calculate the Mobility Fee rate per use (MFru) in the Mobility Fee Schedule **(Appendix R)**. The Mobility Fee rate is based on the person travel demand for each use (PTDu) listed on the Mobility Fee schedule multiplied by the person miles of capacity rate (PMCr).

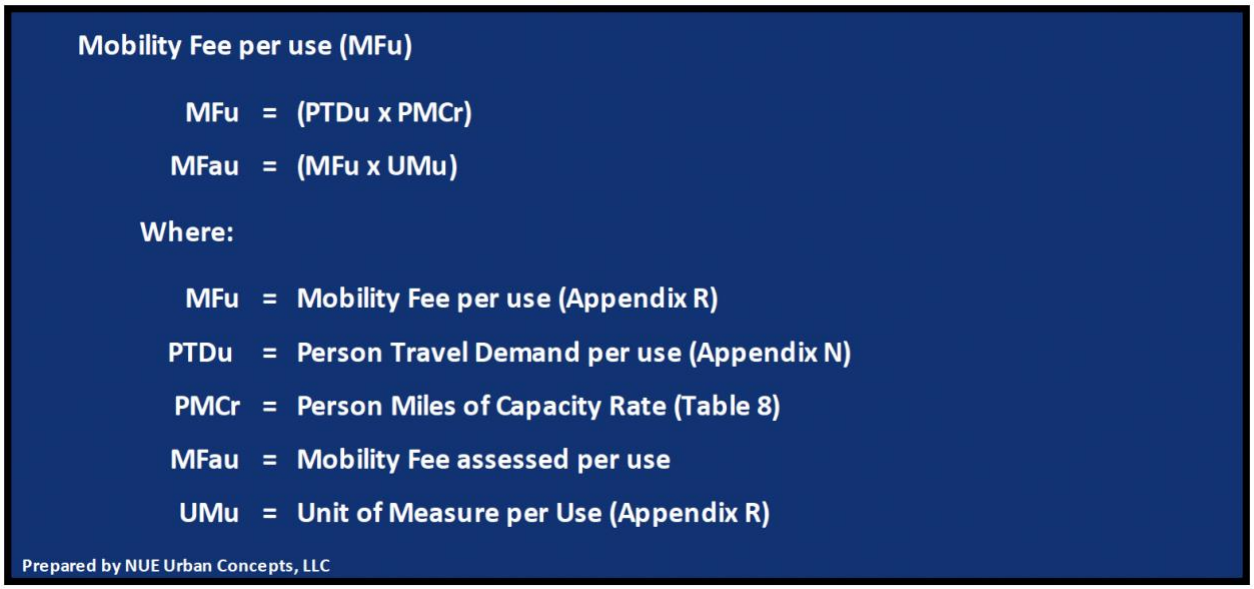
The calculated person travel demand for each use (PTDu) represents the full person travel demand impact of that land use within the Mobility Study Area **(Appendix N)**. The Mobility Fee rate per land use (MFru) has been developed to fund the updated Mobility Plan Projects needed on City, County, and State Roads to address growth in future travel demand. Payment of the Mobility Fee assessed based on land uses in the Mobility Fee schedule allows new development to equitably mitigate its impact to the City's multimodal transportation system.

The Mobility Fee schedule provides fee rates on a per 1,000 square foot or applicable unit of measure basis **(Appendix R)**. New development is assessed a Mobility Fee per use (MFau) at the time of building permit application on a per square foot basis or applicable unit of measure. The calculations for determining the Mobility Fee are illustrated in **Figure 18.** The following is an example of the mobility fee calculation for a 1,750 sq. ft. single-family residential dwelling unit of measure (UM) is per 1,000 sq. ft.:

(PTDu x PMCr) = MFru; Sq. Ft. (sf) / 1,000 = UMu; MFru x UMu = MFau

(7.13 x $393.28) = $2,806; (1,750 / 1,000) = 1.75; (1.75 x $2,806) = $4,910

FIGURE 18. MOBILITY FEE PER USE (MFu)



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The Mobility Fee schedule seeks to strike a balance between the City's Comprehensive Plan and current market trends. The uses included on the Mobility Fee schedule enable Boynton Beach to use the Mobility Fee as an additional tool to further integrate land use and transportation planning consistent with the City's Comprehensive Plan. The calculated Mobility Fee per land use is provided in **Appendix R**.

The Mobility Fee schedule of uses is broken down into five (5) components that are further described below the figure: (1) category of land uses; (2) individual land use classifications; (3) representative land uses; (4) Assessment Area; and (5) the mobility fee rates per land use. The following is an example the five (5) components of the mobility fee schedule **(Figure 19).**

FIGURE 19. MOBILITY FEE SCHEDULE COMPONENTS

Five (5) Components of a Mobility Fee Schedule	
Use Categories, Use Classifications & Representative Uses	**(4th Assessment Area)**
	Citywide
(1st Use Category) = Institutional Uses per sq. ft.	
(2nd Use Classification) = Community Serving **(3rd Representative Use) = (Assembly, Centers, Lodges, Museum, Performance Venues, Religious Institution, Studios)**	**(5th Mobility Fee Rates)**

The first (1st) component are overall categories of land uses, such as residential or office. Under each overall category there are multiple uses for which a mobility fee is calculated. The overall category is generally consistent with the function of a given land use for the individual land use classification. These overall categories are generally consistent with the City Comprehensive Plan and the ITE Trip Generation Manual. These categories headings also specify if the individual uses are calculated on a per 1,000 square feet or a different unit of measure, such as the number of rooms for overnight lodging.

The second (2nd) component are individual land use classifications, such as community serving or commercial storage. These individual land use classifications have similar person travel demand characteristics and / or similar functions to the overall land use category. These individual land use classifications are generally consistent with the ITE Trip Generation Manual classification under a given category of land uses. The individual land use classifications will specify the unit of measure to calculate the mobility fee if it differs from a rate per 1,000 square feet.

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The third (3rd) component is representative land uses under the individual land use classifications. These representative land uses are shown in brackets such as (Child Care, Day Care, Private Primary School, Pre-K) after the individual land use classification of Private Education. These representative land uses have similar person travel demand characteristics and functions to the individual land use classification.

The land uses are not exhaustive and are intended to serve as a guide to describe the types of use that would be assessed a mobility fee based on the rate for the individual land use classification. The definition of each individual land use classification provides further detail on the types of representative land uses that would fall under an individual land use classification. These representative land uses are generally consistent with the ITE Trip Generation Manual classification under a given category of land uses and individual land use classifications.

The fourth (4th) component is the Assessment Area. The mobility fee schedule includes a single citywide assessment area. In the future, the City could consider additional assessment areas.

The fifth (5th) component is the Mobility Fee rates per land use classification. The Mobility Fee rates are illustrated for each land use. The Mobility Fee for an individual land use is determined by multiplying the mobility fee rate by the applicable unit of measure.

Residential Land Uses

The Mobility Fee schedule includes a streamlined approach to residential mobility fees that is easy to administer and addresses affordability. The schedule includes a flat residential Mobility Fee rate per square foot for single-family residential uses and multi-family residential uses.

The Mobility Fee is calculated so that a 600 sq. ft. tiny home pays for 600 sq. ft., a 1,600 sq. ft. townhome pays for 1,600 sq. ft., and a 2,000 sq. ft. single-family detached dwelling pays for 2,000 sq. ft. There is a direct correlation between the square footage of a single-family dwelling unit and the Mobility Fee to be paid.

The Mobility Fee for multi-family uses is calculated based on the square footage of the entire building. For a tri-plex or quadraplex, the square footage would primarily be the dwelling units. For apartments and condos, shared common areas such as a lobby or fitness center are included in the square footage of the building. Parking garages or parking structures are not included in the square footage.

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The calculation of Mobility Fees per sq. ft. fee is consistent with how the building industry prices permits and is a tool available to the City to address affordability. The assessment of a mobility fee on a per square foot basis for residential uses reflects that as the size of a residential dwelling unit increases, there is a corresponding increase in the number of bedrooms specific to Boynton Beach based on parcel data from the Palm Beach County Property Appraiser **(Appendix S)**.

An analysis of data from the American Community Survey for Boynton Beach illustrates that there is a strong correlation between the number of bedrooms and the number of vehicles per household; this applies equally to owner occupied units and rental units **(Appendix T).** Data from the 2022 National Household Survey illustrates that as the number of vehicles increases, so does household size and vehicle miles of travel per household **(Appendix U).** Thus, similar to the trip generation rates for non-residential land uses, as the size of a dwelling unit increases, so does the number of associated vehicle trips.

Affordable or Workforce Housing

The Mobility Fee schedule does not feature a calculated Mobility Fee rate for affordable or workforce housing. The City of Boynton Beach per Florida Statute Section 163.31801 (11) could elect to waive mobility fees for affordable housing consistent with the requirements of Florida Statute Section 420.9071.

Institutional Uses

The Mobility Fee schedule features three institutional use classifications: (1) community serving; (2) group homes; and (3) private education. Community serving uses include civic uses, museums, performing arts venues, and places of assembly, such as clubs, lodges, and places of worship. Long term care uses include assisted living facilities, congregate care facilities, and nursing homes. Private education uses include day cares, private schools, and Pre-K. Public and charter schools are exempt from mobility fees and impact fees per Florida Statute.

Commercial Recreational Uses

The Mobility Fee schedule includes three commercial recreational use classifications: (1) marina; (2) entertainment, outdoor and; and (3) entertainment, indoor. A marina may include wet berths and dry slips, as well as ancillary maintenance, repair and fueling facilities, and small retail operations. Recreation, retail, and restaurant uses that are accessible and open to the public (i.e., they are not storing a boat) would pay a mobility fee per the applicable rate and unit of measure. Outdoor recreation and entertainment uses consist of uses such as golf courses, tennis courts, and multipurpose recreation facilities, and the mobility fee is based on the number of acres. A separate indoor recreation and entertainment category is included and is based on a rate per sq. ft. for indoor uses such as gyms, health clubs, yoga, and dance studios.

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Industrial Uses

The Mobility Fee schedule features two industrial use categories. The industrial category includes general industrial uses such as assembly, manufacturing, and trades. The commercial storage category includes uses such as mini-warehouses, outdoor storage, and warehouses.

Office Uses

The Mobility Fee schedule features two office use categories. The first use is for general office uses such as accounting or real estate. The general office use also includes hospitals and higher education. The second use is medical, such as clinics, dentist, medical doctors, and veterinary. Medical uses generate two to three times the number of trips as a non-medical office use.

Retail Land Uses

The Mobility Fee schedule includes three retail use classifications: (1) retail; (2) high impact retail; and (3) convenience retail. A significant update in the 11th edition of the ITE Trip Generation Manual is the addition of several multi-tenant retail center use classifications. This change prompted the development of a general retail use classification. These uses tend to have similar trip generation characteristics that are generally less than 75 trips per 1,000 square feet.

The second category is high impact retail. These uses tend to have similar trip generation characteristics of roughly 75 to 125 trips per 1,000 square feet and consist of banks, grocery stores, sit down restaurants, and pharmacies. The third category is convenience retail and includes uses such as gas stations and fast-food restaurants. These uses tend to have trip generation rates over 250 trips per 1,000 square feet.

Non-Residential Uses

The Mobility Fee schedule has seven non-residential uses where the mobility fee is based on a unit of measure other than per 1,000 sq. ft. These uses include: (1) auto or boat cleaning; (2) auto charging or fueling; (3) auto or boat repair or service; (4) bank or financial service drive-thru; (5) fast food or quick service drive-thru; (6) overnight lodging; and (7) retail drive-thru.

With the exception of overnight lodging, these land uses reflect higher levels of travel demand that necessitate assessing additive mobility fees. As more land uses downsize, a Mobility Fee based solely on building square footage does not fully capture the travel demand impact of certain high travel demand uses. A Mobility Fee for any retail building would be assessed at the appropriate mobility fee rate. In addition, uses with a bank, pharmacy, or retail drive-thru, quick service restaurant drive-thru, pharmacy drive-thru, car wash, or a commercial auto charging or fueling position would pay additive fees based on the applicable unit of measure.

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Non-Residential Use: Overnight Lodging per room

Overnight lodging includes hotels, motels, bed and breakfast, and other transient accommodations. The Mobility Fee for overnight lodging is based on a rate per room. Any square footage leased to third party uses, such as office, retail, or restaurant uses, would pay the applicable rate for those uses.

Non-Residential Use: Fast-Food or Quick Service Restaurant per drive-thru

Fast food restaurant uses have the highest impact of any retail land use and are experiencing a transformation where buildings are getting smaller, while the number of drive-thru lanes and delivery services are increasing. Due to their high travel demand impact, an additive fee has been calculated per fast food drive-thru lane to capture the impact of fast food uses that offer one or more drive-thru lanes.

Some fast food uses are migrating to walk-up ordering, outdoor seating only, with two drive-thru lanes and one delivery pick-up lane, further increasing travel demand. This impact is not captured by simply evaluating the building. The fast food space will continue to evolve to accommodate more vehicles as quickly as can be served.

Non-Residential Use: Banks or Financial Institutions per drive-thru or free-standing ATM

Some financial institutions, especially Credit Unions, are increasing their brick-and-mortar presence to attract additional customers. Other banks are eliminating branches entirely and just offering drive-thru or walk-up free-standing ATMs. For banks with drive-thru lanes, an additional Mobility Fee is assessed per drive-thru lane. A Mobility Fee is also assessed for any free-standing walk-up ATMs or ATMs accessed via drive-thru lanes.

Non-Residential Use: Auto charging or fueling per position

Convenience uses have primarily been uses with motor vehicle fueling. Increasingly superstores, supermarkets, variety stores, and wholesale clubs have started to add vehicle fueling. The additive mobility fees will be assessed to any use that offers commercial vehicle charging and fueling and is accessible to the public or through a membership club.

The mobility fee is assessed per commercial charging station or fueling position. If electric charging is provided as an accessory use, such as at a multi-family residential complex for residents or a retail center for customers and not a commercial or principal use of property, then additive mobility fees would not be assessed for the EV charging stations.

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Non-Residential Use: Auto or boat cleaning per lane, stall, bay & per 5 finishing stations

Uses with a car wash shall be required to pay a mobility fee per lane, stall, or bay for the use, plus any mobility fee associated with any building space that are not captured as part of a lane, stall, or bay. The uses would also pay per five (5) finishing stations, such as detailing, drying, vacuuming, or waxing. Any structure solely for maintenance or supply purposes that does not include spaces for personnel would not be required to pay a mobility fee for the structure.

Non-Residential Use: Auto or boat repair or service per bay or stall

Uses with auto or boat repair or services shall be required to pay a mobility fee per bay or stall, plus any mobility fee associated with any building space that are not captured as part of a lane, stall, or bay. These uses would include repair or service, quick lube, tire stores, as well as any accessories or modifications.

Non-Residential Use: Retail drive-thru

Covid ushered in ways for retail uses to still serve customers by bringing orders to their vehicles while stores were closed to customers. These retail uses have started to evolve to include drive-thru lanes to pick-up mobile or online orders. Increasingly grocery stores are starting to include a pharmacy drive-thru lane in newer stores.

Most stand-alone pharmacies provide a drive-thru lane. Further, uses such as dry cleaners have also provided drive-thru and pick-up lanes. As more customers place mobile or order on-line orders, retail uses will continue to accommodate either customers picking up orders from the vehicle or have a third-party service provider pick-up items and deliver them to the customer.

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MOBILITY FEE BENEFIT DISTRICT

The benefit test of the dual rational nexus test requires that local governments establish defined areas or districts within which mobility fees collected are earmarked for expenditure. The geographic limits of the proposed Mobility Fee Benefit District include the Mobility Fee Assessment Area, the remainder of the City, and surrounding areas **(Map B).** The extension of a Mobility Fee Benefit District beyond the Assessment Area was done in recognition that travel demand does not start or stop at the limits of the Assessment Area or the City **(Map B)**. The portion of the Benefit District outside City limits is referred to as the extra jurisdictional benefit district.

Having a Mobility Fee Benefit District that extends beyond the Mobility Fee Assessment Area ensures that the City can expend Mobility Fees on Mobility Projects cross enclaves or terminate at logical endpoints. If the limits of the Mobility Fee Benefit District mirrored the Mobility Assessment Area, then Mobility Fees could not be expended to address any extra jurisdictional impacts.

There may be instances that a local match for improvements on County or State Roads would advance a Mobility Plan Project. The Mobility Fee Benefit District provides the City with flexibility to work in partnership with other governmental, non-profit, and private entities to improve mobility within the Mobility Fee Assessment Area and Benefit District.

To advance Mobility Projects and to form public / private partnerships, the City may elect to establish a development specific Mobility Fee Benefit District. A development specific benefit district would accommodate instances where new development advances mobility projects within a defined area. The benefit district could be a tool to collect Mobility Fees from various end users within a development then reimburse the new development that advanced the Mobility Project.

The Benefit District could also include unaffiliated third party development activity within a defined area that would pay its Mobility Fee, and the City would reimburse the development that provided a mobility benefit outside of the limits of its development boundary. Any development specific benefit district would be established through a developer agreement between the City and the development.

The City will be required to establish a Mobility Fee special revenue account to ensure that Mobility Fees are expended within the Benefit District and are appropriately accounted for to address annual State mandated audit requirements for Mobility Fee collections and expenditures. Audit requirements also apply to any other impact fee collected by the City.

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PARK ONCE ENVIRONMENTS

The integration of parking into the updated Mobility Plan Projects through the creation of park-once environments is an essential component to addressing existing and future congestion within the City. Creating park-once environments consists of planning for future parking, mobility hubs, and transit circulators at key destinations within the City. Creating park once environments recognizes that people will still sometimes need to drive vehicles. However, the goal is to facilitate parking at a centralized location and then make it convenient and desirable to walk, bicycle, or ride a transit circulator to reach their final destination.

Downtown Parking Structure

The updated Mobility Plan Projects include the construction of a 500 space publicly accessible parking structure within Downtown. The proposed parking structure would be connected to mobility hubs, identified on the Transit Plan, and key destinations throughout the City through future transit circulators and water taxi routes **(Map F)**.

A potential location for the parking structure is on City property, near City Hall, along NE 1st Street. The parking structure could also be located adjacent to a future rail station along the FEC railroad between Boynton Beach Blvd and Ocean Avenue. If the parking structure were to be co-located with the future rail station, there would likely be a need for an additional 175 to 225 spaces for those using future rail service.

Downtown Mobility Plan Projects

The construction of a publicly accessible parking structure within Downtown would provide the City with greater flexibility to construct curbless shared streets and walking and streetscape enhancements identified in the Streets Plan **(Map D)**. The majority of streets within Downtown have Mobility Projects that are either identified on the Streets Plan or the Multimodal Plan. During construction of various Mobility Projects, existing on-street parking may be unavailable. The construction of a parking structure would provide parking that may be temporarily unavailable during construction of Mobility Projects.

With the introduction of curbless shared streets, available on-street parking is likely to be reduced on Ocean Avenue and other corridors. West Palm Beach found that, along Clematis Street and Rosemary Avenue curbless shared streets identified in the City's Mobility Plan, on-street parking spaces are best used for pick-up and drop-off, loading zones, and valet. The City of West Palm also utilizes on-street parking spaces provided on curbless shared streets as vendor spaces when the streets are closed off to traffic for special events.

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The construction of a parking structure within Downtown could also be used for the staging of future transit circulators included in the Transit Plan. These circulators will vary in size, with some being 15 to 25 passenger vehicles, and others being smaller low speed vehicles that can accommodate anywhere from three (3) to eight (8) passengers. These transit circulators are proposed to connect with mobility hubs located at destinations within the City, including the existing TRI-Rail Station.

Development Parking Inventory

An inventory of parking demand and parking to be provided by developments within Downtown was undertaken based on recently constructed development. These developments have either recently been constructed, are in various stages of site plan review, or has recently received site plan (Planning and Zoning) approval. There are 3,222 residential dwelling units, with some ancillary retail and office uses, that have either recently been constructed or that are in various stages of site plan review **(Appendix V)**.

A total of 6,936 parking spaces are needed, based on current City requirements, to accommodate this development. A total of 6,889 parking spaces have been proposed, of which 6,121 would be standard parking spaces **(Appendix W).** A total of 115 of the planned spaces are reserved for mobility impaired individuals as required through the American With Disabilities (ADA) Act. A total of 198 parking spaces would be compact spaces, with another 134 spaces designed for tandem parking associated with planned townhome developments **(Appendix W).**

The proposed parking spaces to be provided by development include 162 parallel on-street parking spaces and 159 spaces either reserved for electric vehicles, motorcycles, or some form of on-street parking **(Appendix W).** The City of Boynton Beach Community Redevelopment Agency (CRA) has contracts to lease a total of 473 of the parking spaces to be provided. The spaces being leased by the CRA are not in addition to required parking spaces, they are part of the required number of spaces.

Mobility Hubs

The Transit Plan identifies ten (10) potential mobility hubs at major destinations in the City. The mobility hubs are proposed to be interconnected by proposed transit circulators. Mobility hubs are locations where multiple ways (modes) to travel (walk, bike, transit) converge at a safe and convenient location, and feature various levels of amenities (e.g., covered waiting areas, pick-up / drop-off lanes). These allow a person to easily switch modes of travel to reach their destination as illustrated in **Figure 20**. The mobility hubs could be located within mixed-use developments, existing developments, governmental properties, institutional uses, and various destinations through-out the City. As part of the City's update of the Complete Streets Mobility Plan, mobility hubs will be further refined and incorporated into the Plan.

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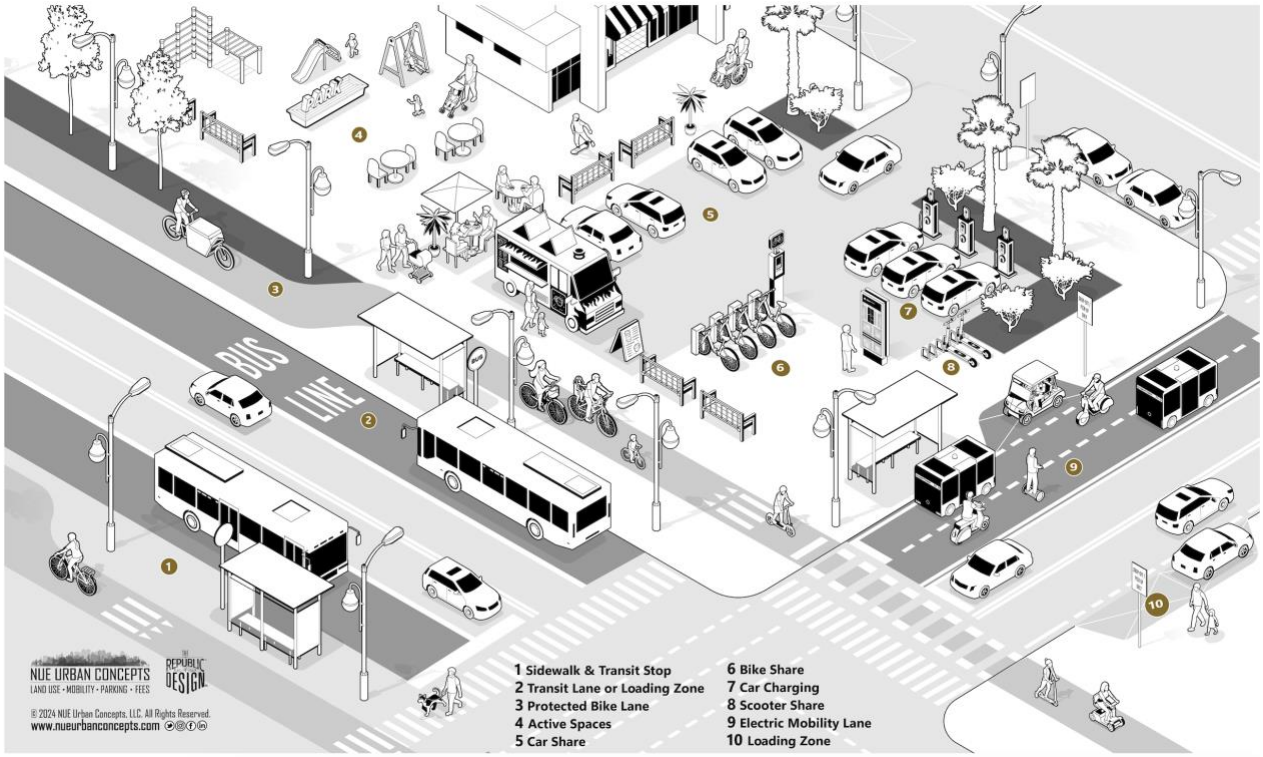
Figure 20. Mobility Hub



The Downtown mobility hub would be integrated into a future parking structure. There is an existing parking structure at the NW corner of US 1 and Woolbright Road that could include mobility hub elements. There are existing surface parking lots that could be repurposed for potential mobility hubs at the Boynton Beach Mall and the TRI-Rail Station. Additional mobility hubs are proposed in the vicinity of US 1 and Gateway Blvd, MLK Jr. Blvd and Seacrest, Bethesda Baptist Memorial Hospital, SW 8th and Woolbright, and within the Renaissance Commons development. These mobility hubs are all proposed to be connected by transit circulators identified in the Transit Plan **(Map F).** The final location of mobility hubs is subject to further evaluation and negotiations or partnerships with property owners and maybe further refined as part of the Complete Streets Mobility Plan update.

One Size Does Not Fit All

The design of mobility hubs can vary based upon need and projected demand. The mobility hubs identified on the Transit Plan are intended to be larger community serving facilities with various levels of amenities as illustrated in **Figure 20.** However, mobility hubs can also be enhanced transit stops, school bus stops, or pick-up and drop-off locations integrated into existing and proposed developments. Smaller mobility hubs likely would not feature surface or structured parking, but could still include covered waiting areas, pick-up and drop-off locations and may provide access to bicycle or scooter share programs **(Figure 21)**. The City could integrate these into their land development regulations for larger developments or offer reductions in parking where mobility hubs are provided.

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Figure 21. Smaller Mobility Hub



Water Taxis

Part of creating park once environments is looking for creative ways to move people without the need to drive their vehicle. The Transit Plan includes future water taxi routes and ADA accessible docks along the intracoastal that could provide additional mobility options. The water taxis could also be combined with transit circulators and mobility hubs to improve access to existing TRI-Rail service and future rail service along the FEC railroad in Downtown. Water taxi service at this present time would likely not be successful without either greater densities downtown or future rail service to serve as a draw to residents along the intracoastal. The Transit Plan has identified ten (10) potential water taxi stop along the intracoastal water taxi route **(Map F)**. Stop locations are subject to change.

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Resiliency

Coastal communities throughout Florida increasingly are dealing with flooding of low lying areas during storm events. As these storm events intensify and flooding becomes more frequent, there will be an increased need to reduce surface parking areas and incorporate more resilient stormwater management features within existing rights-of-way.

Further, residents will need a safe place to park their vehicles during storm events to avoid damage from flooding. A number of coastal communities have started to make their parking structures available to its residents to park their vehicles and provide a higher level of protection than otherwise may be available by leaving their vehicles parked on-street or on their property.

Many communities will need to start designing and requiring that new or reconstructed buildings and structures are designed to withstand ground level flooding. The construction of new parking structure(s) can be designed to address periodic flooding on the first level. These parking structures should also incorporate appropriate safety and structural measures to address both access and the need for innovative ways to park vehicles during storm events.

Transitioning to park once environments not only enhance mobility within the City, but it is also part of the overall strategy to making coastal communities more resilient. The continued addition of impervious surfaces through wider roadways and off-street surface parking will only exacerbate flooding during storm events. Requiring new development to meet tougher stormwater design standards is part of the solution. However, many communities are dealing with the reality that existing developments approved over the last 50 years were not designed to today's standards and many of these areas are experiencing flooding for the first time.

Public Private Partnerships

The creation of park once environments provide the opportunity for public private partnerships with existing or proposed developments. The City can work with these developments to repurpose existing surface parking areas to construct mobility hubs that will improve multimodal access to the development and could potentially allow for adjacent infill development. The City can also work with private development or other government entities to consider:

1) adding additional public spaces to parking structures;

2) allowing for further reductions in parking requirements where a mobility hub is constructed; or

3) requiring these entities to lay the groundwork for park once environments.

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Infill & Redevelopment

Establishing park once environments with and without parking structures provides the opportunity to encourage infill and redevelopment by reducing the need to provide off-street surface parking. Infill and redevelopment can either be given a parking reduction for providing mobility hubs or be allowed to meet or offset parking requirements where parking structures are constructed.

Reducing off-street surface parking areas also reduces the need for multiple curb cuts that introduce conflicts between people parking and people walking and bicycling. It also reduces impervious surfaces, allowing for more opportunities to introduce open spaces, stormwater management facilities, or more efficient use of private property.

The City could explore opportunities to incorporate or promote attainable and workforce housing within mobility hubs and parking structures through innovative designs. Future residents would have access to enhanced mobility and where property is owned by governmental entities, the potential for reducing the cost basis of land could make attainable and workforce housing more economically viable. Creating park once environments and enhancing mobility options are effective tools to implement Comprehensive Plan policies 6.2.6 and 6.3.1.

Complete Streets Mobility Plan Update

The further establishment and refinement of park once environments are something that the City could further explore as part of the update of the Complete Streets Plan. Parking is a major component of a City's overall transportation system. It has too often been something that is addressed separately through land development regulations. In reality, it is something that should be addressed in conjunction with mobility planning as it has a major impact on the type and amount of traffic drawn to a given land use and area. Parking requirements also have a major impact on land uses, building design, site layouts, stormwater, and accessibility.

The level of density, the compactness of a given area, the availability of transit through buses, circulators, and rail, and the feasibility of walking and bicycling that need to be present to allow someone the ability not to drive or have access to a vehicle only occurs in limited instances through-out Florida in places such as Miami Beach or Gainesville. However, even in those places, vehicles still provide a primary means of mobility and access. The establishment of park once environments is a recognition that people still drive vehicles, but once they reach a given destination, the availability of other mobility options allows them the choice to get around in ways other than driving. Park once environments are a bridge towards less reliance on vehicles as a primary means of mobility.

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ORIGIN & DESTINATION EVALUATION

An origin and destination evaluation was conducted to evaluate travel within the Mobility Study Area and travel to and from each of the Palm Beach County road impact fee zones. The evaluation was performed for the AM and PM peak hours, based on projected 2045 land uses. The origin and destination evaluation conducted used the most recent version of the Southeast Florida Regional Planning Model (SEFPM 8.541) used for the 2045 Long Range Transportation Plan.

The traffic analysis zones (TAZs) from the SEFPM were assigned to each of the five (5) Palm Beach County road impact fee zones **(Map H)**. For internal testing purposes, road impact fee zones 1, 2, 4 and 5 were divided into districts east and west of Interstate 95. The Mobility Study Area was separated into six (6) districts for internal evaluation purposes **(Map I)**.

A future expansion zone for the areas of Boynton Beach not within the Mobility Study Area and surrounding areas bounded by Hypoluxo to the north, the Mobility Study Area to the east, the boundary with Delray Beach to the south, and Military Trail to the west. For final summary purposes, the expansion zone was assigned to road impact fee zone 4 and each of the County road impact fee TAZs were aggregated into their respective County road impact fee zones.

For reasons not specified, Boynton Beach south of SE / SW 23rd Avenue is within County road impact fee zone 5. The Mobility Study Area for Boynton Beach is based on the Mobility Study Area and does not split the City at SE / SW 23rd Avenue. For purposes of the origin and destination evaluation, the Mobility Study Area is evaluated based on its own district boundaries, not the County road impact fee zones.

The County's road impact fee zones were chosen due to the legal requirement that impact fees be expended within the zone or district in which they were collected. The vast majority of the Mobility Study Area is within road impact fee zone 4; with the very southern portion of the Mobility Study Area within road impact fee zone 5 **(Map I)**.

The origin and destination evaluation was conducted for the AM and PM peak hours, based on 2045 conditions, to determine flow patterns into and out of the County's road impact fee zones and the Mobility Study Area **(Appendix X)**. For the AM Peak hours, trips leaving the Mobility Study Area represents the impacts to the County from development in the Mobility Study Area. During the AM peak hours there are also trips that travel to and from areas internal to the Mobility Study Area that do not have an external impact.

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During the AM peak hours, trips from the Mobility Study Area (origin) to each of the County's road impact fee zones (destination) represents the future trip impact attributable to development within the Mobility Study Area **(Table 10)**. AM peak hours trips from the County's road impact fee zones to the Mobility Study Area represent trips impacts from the County and surrounding municipalities within the Mobility Study Area **(Appendix X)**.

TABLE 10. AM PEAK HOURS TRIPS (2045)

Origin to Destination	Trips	Trip Percentage
From Mobility Study Area to Road Impact Fee Zone 1	1,218	1.4%
From Mobility Study Area to Road Impact Fee Zone 2	4,590	5.4%
From Mobility Study Area to Road Impact Fee Zone 3	866	1.0%
From Mobility Study Area to Road Impact Fee Zone 4	6,916	8.2%
From Mobility Study Area to Road Impact Fee Zone 5	6,923	8.2%
All trips in Mobility Study Area	64,313	75.8%
Total	84,825	100%

Source: **Appendix X** includes more detailed results for this Origin and Destination evaluation. The origin and trip destination data are based on internal trips within the Mobility Study Area and trips from the Mobility Study Area to County road impact fee zones **(Map H)**. Mobility Study Area Districts and road impact fee are aggregations of traffic analysis zones (TAZs) from the Southeast Florida Regional Planning Model (SEFRPM 8.541). All trips in the Mobility Study Area includes internal trips, trips attributable to the Mobility Study Area and trips attributable from the County and surrounding municipalities.

The projected AM Peak Hours impact of trips from the Mobility Study Area to the County's road impact fee zones represents 24.2% of the trips, with the impact of all trips within the Mobility Study Area representing 75.8% of the trips **(Table 10)**. The impact internal to the Mobility Study Area is more than 300% greater than the impact from the Mobility Study Area to the County's five (5) road impact fee zones.

The attributable impact from development within the Mobility Study Area within County road impact fee zone 4, outside of the Mobility Study Area, is just 8.2% of trips during AM peak hours **(Table 10)**. The majority of road impact fees currently collected from development in the Mobility Study Area are required to primarily be expended within road impact fee zone 4, while road impact fees currently collected from development from the southern portions of the Mobility Study Area are required to be expended within road impact fee zone 5.

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The impacts from the PM peak hours are opposite from the AM peak hours. For the PM Peak hours, trips entering the Mobility Study Area represent the impacts to the County from development in the Mobility Study Area **(Appendix X)**. During the PM peak hours there are also trips that travel to and from areas internal to the Mobility Study Area that do not have an external impact.

During the PM peak hours, trips from the Mobility Study Area (origin) to each of the County's road impact fee zones (destination) represents the future trip impacts from the County and surrounding municipalities within the Mobility Study Area **(Table 11)**. PM peak hour trips from the County's road impact fee zones to the Mobility Study Area represent trips impacts attributable to development within the Mobility Study Area **(Appendix X)**.

TABLE 11. PM PEAK HOUR TRIPS (2045)

Origin to Destination	Trips	Trip Percentage
From Road Impact Fee Zone 1 to Mobility Study Area	1,885	0.9%
From Road Impact Fee Zone 2 to Mobility Study Area	9,343	4.7%
From Road Impact Fee Zone 3 to Mobility Study Area	1,582	0.8%
From Road Impact Fee Zone 4 to Mobility Study Area	16,288	8.1%
From Road Impact Fee Zone 5 to Mobility Study Area	15,717	7.8%
All trips in Mobility Study Area	155,987	77.7%
Total	200,802	100%

Source: **Appendix X** includes more detailed results for this Origin and Destination evaluation. The origin and trip destination data are based on internal trips within Mobility Study Area and trips from the County road impact fee zones to the Mobility Study Area **(Map H)**. Mobility Study Area Districts and road impact fee are aggregations of traffic analysis zones (TAZs) from the Southeast Florida Regional Planning Model (SEFRPM 8.541). All trips in Mobility Study Area includes internal trips, trips attributable to the Mobility Study Area and trips attributable from the County and surrounding municipalities.

The projected PM Peak Hours impact of trips from the County's road impact fee zones to the Mobility Study Area represents 22.3% of the trips, with the impact of all trips within the Mobility Study Area representing 77.7% of the trips **(Table 11)**. The impact within the Mobility Study Area is more than 300% greater than the impact from the Mobility Study Area to the County's road impact fee zones. The attributable impact from development within the Mobility Study Area within County road impact fee zone 4, outside of the Mobility Study Area, is just 8.1% of trips during PM peak hours **(Table 11)**. Even though the projected trips during the PM peak hours are more than 200% higher than the AM peak hours, the external impact attributable to development within the Mobility Study Area during the PM peak hours is 2% less than the AM peak hours.

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The origin and destination evaluation was undertaken to determine the share of external impact attributable to future development within the Mobility Study Area and the share of impact within the Mobility Study Area from development within the County and surrounding municipalities. While there is some external impact attributable to future development within the Mobility Study Area by 2045, the majority of impact from future trips from the County and the City has the most significant impact within the Mobility Study Area, not unincorporated Palm Beach County or within County road impact fee zones 4 and 5.

Further, the projected impact from development within the County and surrounding municipalities on travel within the Mobility Study Area is projected to be greater than the external impact attributable to future development within the Mobility Study Area. Thus, it could be reasonably interpolated, from the origin and destination evaluation, that at a bare minimum the external impact from the Mobility Study Area and impact from the County and surrounding municipalities within the Mobility Study Area cancel each other out. The origin and destination evaluation illustrates that the impacts from future development in the County into the City are greater than the impacts from future development in the City into the County.

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MOBILITY FEE COMPARISON

A comparison between the City of Boynton Beach Mobility Fee and the existing Palm Beach County road impact fee has been prepared **(Appendix Y).** While the comparison is a useful metric, the City Mobility Fee and County road impact fee: (1) use very different methodologies; (2) were calculated by different consultants; and (3) were prepared at different times. The land uses listed in the City and County fee schedule are not the same. Therefore, a best fit analysis was used to allow for the comparison. The County's road impact fee is based on rates from their 2022 road impact fee study. The City Mobility Fee is based on the most recent and localized data as of 2024. The County provides 49 different impact fee rates. The Mobility Fee schedule is more streamlined with a total of 23 rates.

The County road impact fee uses a consumption-based methodology based on an adopted level of service standard, rather than specific road projects that the County intends to construct. The Boynton Beach Mobility Fee uses a plan-based methodology where the Mobility Fee is based on the cost to construct specific Mobility Projects. The County's road impact fee uses vehicle miles of travel and trip lengths to determine its road impact fee based on studies completed in the 1990's and 2000's. The City Mobility Fee uses person miles of travel, person miles of capacity, person travel demand, and trip lengths based on the 2022 National Household Travel Survey (NHTS). The land uses and units of measure also differ when comparing the County road impact fee and the City's Mobility Fee.

The City's Mobility Fee for residential land uses is based on the habitable square footage for single-family residential uses and total square footage under roof for multi-family residential uses. The Palm Beach County road impact fee for residential land uses is calculated per dwelling unit, regardless of the square footage. On a per 1,000 sq. ft. basis, the Boynton Beach Mobility Fee is lower than the County road impact fee per dwelling unit. However, the Mobility Fee for a 2,000 square foot single-family detached residential dwelling results in a slightly higher fee than the County's road impact fee for the same dwelling **(Appendix Y)**. Likewise, the Mobility Fee for a multi-family residential development / building will be similar to the County when considering total square footage.

The City's Mobility Fee is higher than the County road impact fee for all land uses, with the exception of day care and convenience retail. Day care is different due to the City's Mobility Fee for private education including both day care and private (K-12) schools per 1,000 square feet. The County road impact fee includes a fee per student for private schools and a fee per 1,000 square feet for day care. Public and Charter Schools are Statutorily exempt from impact fees or mobility fees. The Mobility Fee for convenience retail, which includes convenience stores with and without fueling and fast food, is slightly lower. This is due to the City Mobility Fee being higher per fueling position than the County road impact fee and the City Mobility Fee including a separate mobility for drive-thru lanes.

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UPDATED MOBILITY PLAN PROJECTS ON COUNTY ROADS

The updated Mobility Plan Projects includes projects on City, County, and State Roads. The share of the cost of Mobility Projects on County Roads in relation to the overall cost of the updated Mobility Plan Projects is the primary way to determine what share of Mobility Fees should be set aside for the funding of Mobility Projects on County Roads.

Since the Mobility Fee is based on the updated Mobility Plan Projects, versus utilizing the Origin and Destination evaluation or looking at existing traffic flows, setting aside a percentage of the Mobility Fee based on the share of Mobility Projects on County Roads is an alternative approach to develop an interlocal agreement with the County to address transportation mitigation.

The updated Mobility Plan Projects includes projects to improve existing streets and multimodal facilities within the Mobility Study Area. The updated Mobility Plan Projects also includes transit circulators that connect with proposed mobility hubs through-out the City. These mobility hubs are proposed within existing or future developments, not within existing rights-of-way. The transit circulators would primarily run along City streets and State Roads. The transit circulators would be funded through various sources.

The Streets Plan includes widening portions of SE / SW 23rd Avenue (between US 1 and SW 4th) and Miner Road (between Congress Ave and High Ridge Road) from two (2) lane undivided roads to two (2) lane divided roads **(Map D).** There are also proposed walking and streetscape enhancements along Woolbright Road from US 1 to SW 2nd Street.

The proposed multimodal facilities, such as bike lanes, pathways, and sidewalks, within the Mobility Study Area are primarily planned along City Streets as a part of a planned network of multimodal corridors **(Map E)**. For connectivity to schools, parks, and other multimodal corridors, there are portions of County Roads where multimodal facilities are proposed.

The Multimodal Corridos Plan includes multimodal improvements along portions of: (1) Miner Road east of I-95 to connect Rolling Greens Elementary to the proposed Principal Multimodal Corridor East; (2) Miner Road west of I-95 to connect Congress Ave to the proposed Principal Multimodal Corridor West; (3) Seacrest Blvd and SW 23rd Avenue as part of the Principal Multimodal Corridor East; and (4) High Ridge Road as part of the Principal Multimodal Corridor West **(Map E).**

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The analysis in **Table 12** shows that Mobility Projects on County Roads are **5.63%** of the overall mileage of the updated Mobility Plan Projects. The Planning Level Cost (PLC) for Mobility Projects on County Roads is **10.45%** of the overall cost of the updated Mobility Plan Projects. The total cost for updated Mobility Plan Projects on County Roads is **$28,432,500**; while the total cost of all the updated Mobility Plan Projects is estimated at **$271,969,256 (Table 12)**. The greatest need within the Mobility Study Area is to enhance mobility through Mobility Projects on City Streets.

TABLE 12. UPDATED MOBILITY PROJECTS ON COUNTY ROADS

Mobility Plan Project	Length (Miles)		Planning Level Cost (PLC)	
Miner Road (Seacrest to Summit Rd) Minor Multimodal Corridor (East)	0.40	0.42%	$800,000	0.29%
Seacrest Blvd (NE 14th Ave to Palmetto Green Trail) Principal Multimodal Corridor (East)	0.11	0.12%	$440,000	0.16%
SW 23rd Avenue (SW 3rd Street to SW 5th Street) Principal Multimodal Corridor (East)	0.20	0.21%	$400,000	0.15%
Seacrest Blvd (Chapel Hill Blvd to Gulfstream Blvd) Principal Multimodal Corridor (East)	0.48	0.50%	$960,000	0.35%
High Ridge Rd (Newport Place to Miner Rd) Principal Multimodal Corridor (West)	0.80	0.84%	$1,600,000	0.59%
Miner Road (High Ridge Rd to Congress Ave) Minor Multimodal Corridor (West)	0.95	1.00%	$1,900,000	0.70%
Miner Road (High Ridge Rd to Congress Ave) Complete Street Road Widening (2 Lane Divided)	0.96	1.01%	$8,880,000	3.27%
SE / SW 23rd Avenue (US 1 to SW 4th Street) Complete Street Road Widening (2 Lane Divided)	0.83	0.87%	$7,677,500	2.82%
Woolbright Road (US 1 to SW 2nd Street) Walking & Streetscape Enhancement	0.55	0.58%	$5,775,000	2.12%
Total Mobility Projects on County Roads	5.39	5.66%	$28,432,500	10.45%
Total Updated Mobility Plan Projects	95.29	100%	$271,969,256	100%

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DEFINITIONS

Access Improvements mean on-site improvements required to provide motor vehicle and multimodal ingress and egress to new development, which may include rights-of-way, easements, paving of adjacent or connecting roadways, turn lanes, sidewalks, bike lanes, shared-use paths, transit stops, mobility hubs, along with traffic control devices, roundabouts, traffic signals, mid-block crossings, mid-block signals, signage, markings, drainage, and utilities intended to serve the development activity.

Additive Fee means a mobility fee rate based on a unit of measure that generates high levels of person travel demand per unit such as service bays, car wash stalls, or fueling for motor vehicles or drive-thru lanes for banks, quick service restaurants, and pharmacies. Additive mobility fees per unit of measure are assessed in addition to mobility fees assessed per use based on square footage or the applicable unit of measure for the use.

Amenities and Ancillary Uses means buildings, structures, and lands that are not open to the public and are not a commercial use such as a clubhouse, meeting spaces, laundry facilities, guard houses, fields, courts, indoor or outdoor recreation uses, garages, parking structures, barns, sheds, landscape maintenance facilities that do not generate additional person travel demand. These amenities are generally associated with residential developments and overnight lodging. These uses are not assessed a mobility fee unless they are open to the public and charge for use either through cash or electronic payment or through membership or club dues.

Assessment Area means a geographic area of the City or a specific development pattern where Mobility Fees are assessed on new development.

Auto means a car, SUV, truck, van, or motorcycle that is either electric powered, gasoline powered, a hybrid, or some other fuel source that propels the automobile (aka motor vehicle).

Auto, Boat, Car Wash shall mean a building, stalls, stations, or tunnels for the cleaning, detailing, polishing, washing, or waxing of motor vehicles or boats which fall under the description of ITE Trip Generation Manual Land Use Code Series 800 and 900. This use includes full-service, partial service, and self-service uses. The unit of measure shall be the number of bays or stalls for self-service cleaning, and the number of approach lanes for automated, semi-automated, or tunnel washes where payment is rendered or a card, code, or other means is used to access the cleaning service. For uses with automated, semi-automated, or tunnels, finishing stations for detailing, drying, or vacuuming Mobility Fees shall also be assessed at a rate of one (1) station per every five (5) finishing stations. For uses with self-service bays or stalls, which typically feature a greater number of facilities than automated or semi-automated facilities, finishing stations for detailing, drying, or vacuuming, Mobility Fees shall also be assessed at a rate of one (1) station per every ten (10) finishing stations.

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Auto Charging or Fueling means the total number of vehicles that can be charged or fueled at one time (fueling positions). Increasingly, land uses such as superstores, (i.e., super Wal-Mart), variety stores, (i.e., Dollar General), and wholesale clubs (i.e., Costco) are also offering vehicle charging and fueling with or without small convenience stores. Outside of Florida, several grocery store chains are also starting to sell fuel. Free standing vehicle charging stations that charge a fee for use and are not a requirement of the City as an ancillary use of a development shall be required to pay a mobility fee. The mobility fee rate per charging or fueling position would be in addition to any mobility fee per square foot under the applicable retail land use with vehicle charging or fueling. Motor vehicle charging stations that are not a primary use or function of a commercial or retail use and are either required by the City or provided as an ancillary use are exempt from payment of the mobility fee. The City shall have the ability to determine if a charging or fueling station is a commercial use.

Auto, Boat Repair or Service shall mean a building, bays, service bays, stalls, or stations for the routine maintenance of motor vehicles including oil changes, cleaning, or replacing filters, replacing windshield wipers, changing tires, providing for maintenance, service, and repair, and changing and topping off vehicle fluids and falls under the description of ITE Trip Generation Manual Land Use Code Series 800 and 900. Any building square footage associated with motor vehicle service would fall under retail uses and pay the applicable mobility fee per the square footage of the building not associated with the quick lube service.

Bank or Financial Service Drive-Thru or Free-Standing ATM means any bank, financial institution, credit union, with a drive-thru lane used for banking purposes such as deposits, withdrawals, balance inquires, or bill pay. The drive-thru may include either a teller window, pneumatic device for transferring banking information or funds, or an Automated Teller Machine (ATM). An ATM inside or attached to a building that has a use open to the public or end user is not assessed a separate fee as a stand-alone ATM. This use also includes free standing bank drive-thru lanes and freestanding walk-up or drive-thru ATM machines. The fee shall be based upon the total number of drive-thru lanes with a banking window, pneumatic device, or ATM and/or the total number of free-standing ATM's. Free-standing ATM's may be either walk-up or feature drive-thru lanes.

Benefit District means areas a geographic area of the City where mobility fees paid by new development are expended on Mobility Projects.

Capacity means the maximum sustainable flow rate, at a service standard, at which persons or vehicles can reasonably be expected to traverse a point or a uniform section of a bicycle facility, pedestrian facility, roadway, or shared-use multimodal facility during a given time-period under prevailing conditions. For transit, the capacity is the maximum number of persons reasonably accommodated riding a transit vehicle, along with the frequency and duration of transit service.

Commercial Recreation Uses shall mean those indoor and outdoor recreation and entertainment activities which provide for the use of buildings, property, or structures for recreational and entertainment uses, and which include those uses specified in the ITE Trip Generation Manual under Land Use Code Series 400.

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Community Serving means those uses that are operated by non-profit civic organizations, governmental entities, foundations, or fraternal organizations, including places of assembly. Community serving also includes uses such as YMCA, museum, art studio, gallery, cultural center, community meeting spaces, community theater, library, or a fraternal or masonic lodge or club, or any community and civic based uses that do not sell retail goods or services for profit and that participates in community and public activities. Food, beverages, goods, and services may be offered for ancillary fundraising and sales to support the community serving use.

Commercial storage means facilities or acreage in which one or more warehouses, storage units or vaults are rented for the storage of goods and/or acreage or is providing for the storage of boats, RVs, vehicle trailers and other physical items that are larger than what is typically stored within an enclosed structure. The acreage for outdoor storage, excluding drive aisles, buffers, and stormwater management areas, shall be converted to square footage for purposes of calculating the fee. This shall not include an individual's personal property where such items are stored by the owner of the land and not for commercial purposes, subject to City regulations.

Convenience Retail shall mean a use that sell convenience beverages, food, goods, products, and fuel. Uses include convenience stores, gas stations, fast food, and quick service restaurants with and without drive-thru lanes. Convenience retail uses fall under ITE Land Use Code Series 800 and 900 and include retail uses that generate 250 or more trips per 1,000 square feet or similar trips per an equivalent unit of measure.

Development shall mean any new residential and non-residential construction, or expansion of building(s), lane(s), structure(s), or any changes in the use of any building(s), structure(s), or land use that will generate additional impact on the city’s public facilities.

Entertainment, Indoor means facilities that primarily focus on individual or group fitness, exercise, training or provide recreational activities. The uses typically provide exercise, dance or cheerleading classes, weightlifting, yoga, Pilates, cross-fit training, fitness, and gymnastics equipment. Indoor commercial recreation also includes uses such as bowling, pool, darts, arcades, video games, batting cages, trampolines, laser tag, bounce houses, skating, climbing walls, and performance centers. Food, beverages, equipment, and services may be offered for ancillary sales.

Entertainment, Outdoor means outdoor recreational activity including land uses with miniature golf, batting cages, video arcade, bumper boats, go-carts, golf driving ranges, tennis, racquet or basketball courts, soccer, baseball and softball fields, paintball, skating, cycling or biking that require paid admittance, membership or some other type of fee for use. Buildings for refreshments, bathrooms, changing and retail may be included. The fee shall be based upon the total acreage of the facility for active uses outside of buildings and all buildings used to carry out a primary function of the land use activity. Areas for parking, buffers and stormwater that are not active features of the land use are excluded from the fee acreage. The use would generally fall under the ITE Land Use Code Series 400.

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Fast Food or Quick Service Drive-Thru means a quick service restaurant where an order for food is placed or a pick-up/delivery lane where an order is picked-up by either a customer that placed an online order or a delivery service. Fast Food restaurants are establishments serving beverages, food, or both with higher turnover, quick service, and may feature either counter service or selection of items from a counter and would fall under the descriptions of ITE Trip Generation Manual Land Use Codes 930, 933, 934, 935, 936, 937, and 938. The vehicle will proceed to one or more common pick-up windows, lockers, stations, or functional equivalent after the order has been placed. A fast food restaurant with drive-thru may be located in multi-tenant retail or free-standing retail buildings. This use also includes any quick service restaurants that do not offer indoor seating and are intended to primarily be served by vehicle delivery services, or pick-up or drive-thru only orders placed online. These uses may provide a walk-up order window.

Group Home means communities designed for long term care of on-site residents, such as assisted living facilities, congregate care facilities and nursing homes, with common dining and on-site health facilities for residents that is not a general retail or commercial use open to the public. This use includes ITE Trip Generation Manual Land Use Codes 253, 254, 255, and 620.

High Impact Retail shall mean grocery stores, supermarkets, superstores, variety stores, package stores, liquor, or alcohol for off-site consumption, where 50% or more of the gross square footage of the use is for the sale of edible or drinkable goods. These uses may offer other goods, products, and services such as on-site consumption of food or beverages, pharmacies, cleaning and household supplies, pharmacies, and other personal services. High Impact Retail uses also include banks, credit unions, sit-down restaurants, and pharmacies. These uses generally generate between 75 and 250 daily trips per 1,000 sq. ft.

Impact shall mean any new development that results in an increase in person travel demand above the demand generated by the existing use of property.

Industrial means uses that typically have ancillary office space and may have display or merchandise display areas for various trades and industries that are not open to the general public. Industrial uses are also located in land uses and zoning districts intended for industrial uses.

Industrial Uses means those activities which are predominantly engaged in the assembly, distribution, fabrication, finishing, packaging, processing, production, storage, and/or warehousing of goods and products and which include those uses specified in the ITE Trip Generation Manual under Land Use Code Series 000 and 100 but excluding governmental uses.

Institutional Uses means those public or quasi-public uses that serve one or more community's social, educational, health, cultural, and religious needs and which include those uses specified in the ITE Trip Generation Manual under the Land Use Code Series 500, and includes Land Use Codes 253, 254, 255, and 620. Land Use Codes 540 and 550 are included in office uses and 580 and 590 falls under community serving. Federal, state, and local government institutional uses, except for community development districts, are exempt from payment of mobility fees.

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ITE Trip Generation Manual means and refers to the latest edition of the report entitled "Trip Generation" produced by the Institute of Transportation Engineers (ITE), and any official updates hereto.

Level of Service (LOS) means a quantitative stratification of the level of service provided to a facility, roadway, or service stratified into six letter grade levels, with "A" describing the highest level and "F" describing the lowest level; a discrete stratification of a level of service continuum.

Marina shall mean facilities that provide docks, slips and berths for boats, including yacht clubs. Any buildings for shops, retail, or restaurants accessible to the public would fall under retail land use and pay the mobility fee rate for retail uses. The mobility fee is assessed per wet berth and per ten dry slips. Maintenance, repair, service, or sales of goods associated with the marina and for the storage or launch of boats from the marina would be considered accessory and not assessed a mobility fee.

Medical Office means a building or buildings that provide medical, dental, or veterinary services and care. Medical office shall also include any clinics, emergency care uses, and any uses specified in the ITE Trip Generation Manual under Land Use Code Series 600, including Land Use Code 720. Land Use Code 620 is included under Long Term Care land uses.

Micromobility means electric powered personal mobility devices such as electric bicycles, electric scooters, hoverboards, One-Wheel, Unicycle, electric skateboards, and other electric assisted personal mobility devices. Low speed vehicles such as golf carts or mopeds are not considered personal micromobility devices.

Mobile Residence means land uses for the temporary or permanent placement of RVs, tiny homes on wheels, mobile homes, or travel trailers within parks or multi-unit developments with predefined lots or spaces that have connections for communications, electric, water and wastewater. Mobile residential parks may have common amenities and building with recreation uses, laundry and park office that are not assessed a Mobility Fee.

Mobility means the ability to move people and goods from an origin to a destination by multiple modes of travel in a timely (speed) manner.

Mobility Fee means a monetary exaction imposed on new development to fund Mobility Plan projects identified in the most recently adopted Mobility Plan.

Mobility Fee Expenses means expenditures for: (a) the repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and any other form of indebtedness then outstanding consistent with statutory allowances and used to advance mobility projects identified in the Mobility Plan; (b) reasonable administrative and overhead expenses necessary or incidental to expanding and improving mobility projects; (c) crosswalks, traffic control and crossing warning devices, landscape, trees, multimodal way finding, irrigation, hardscape, and lighting related to projects; (d) micromobility devices, microtransit vehicles, programs and services,

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(e) mobility hubs, transit circulators, facilities, programs, shuttles, services and vehicles; (f) reasonable expenses for engineering studies, stormwater reports, soil borings, tests, surveys, construction plans, and legal and other professional advice or financial analysis relating to projects; (g) the acquisition of right-of-way and easements for the improvements, including the costs incurred in connection with the exercise of eminent domain; (h) the clearance and preparation of any site, including the demolition of structures on the site and relocation of utilities; (i) floodplain compensation, wetland mitigation and stormwater management facilities; (j) all expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of bonds, bond anticipation notes, or other forms of indebtedness, including funding of any reserve, redemption, or other fund or account provided for in the ordinance or resolution authorizing such bonds, notes, or other form of indebtedness consistent with statutory allowances and used to advance mobility projects identified in the Mobility Plan; (k) reasonable costs of planning, design, engineering, and construction, including mobilization, maintenance of traffic during construction and CEI (construction engineering and inspection) services of mobility projects, (l) city administration, implementation updates to the mobility plan and mobility fee, including any analysis, assessments, counts, data collection, plans, programs or studies needed for mobility projects, (m), local match for federal, state and county funded projects.

Mobility Fee Off-Set means the equivalent amount of a mobility fee associated with an existing use of a building that is being redeveloped or where a change of occupancy or use is requested. The equivalent mobility fee shall be based on the current use of the building, or the most recent use of the building for a vacant building. Upon demolition of a building, offsets shall be available for up to five years from the date of demolition, unless otherwise provided for in a written agreement with the City or specified in an implementing ordinance.

Mobility Fee Schedule means the uses for which a Mobility Fee is to be assessed on new development. The schedule includes the Mobility Fee rates per unit of measure for each land use.

Mobility Fee Technical Report shall mean the City of Boynton Beach Mobility Fee Technical Report dated January 2025 and prepared by NUE Urban Concepts, LLC that documents the analysis, data and methodology used to develop a Mobility Fee and is adopted pursuant to an implementing ordinance which authorizes imposition of the Mobility Fee.

Mobility Plan shall mean the Streets Plan, Multimodal Corridors Plan, Transit Plan, and Mobility Plan Programs included in the City of Boynton Beach Mobility Fee Technical report dated January 2025 and prepared by NUE Urban Concepts, LLC, or updates to the City's Complete Street Mobility Plan, to meet future person travel demand and serves as the basis for the City's Mobility Fee.

Mobility Plan Program shall mean mobility initiatives, plans, services, and studies that the City will undertake to implement the Mobility Plan that are not defined Mobility Projects and maybe funded by Mobility Fees.

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Mobility Plan Project shall mean corridor and intersection improvements such as bike lanes, buffered bike lanes, protected bike lanes, intersections, interchanges, landscape, shared-use paths, boardwalks, pedestrian overpasses or underpasses, roads, roundabouts, sidewalks, streets, and streetscape. Mobility Plan projects also include policies, programs and services, wayfinding, micromobility devices, and transit vehicles, lanes, stops, and facilities, along with mobility hubs. Projects can include new or additional road travel lanes and turn lanes, upgrade of roads that results in a change in functionally classification of the road, complete and low speed streets, curbless shared streets, new or upgraded traffic signals, traffic synchronization, mobilization, maintenance of traffic, survey, geotechnical and engineering, utilities, construction, PD&E, planning, engineering and inspection, utility relocation, right-of-way, easements, land acquisition, stormwater management facilities. These projects may also be referred to as Mobility Projects, Multimodal Projects, or Projects in the Mobility Fee Technical Report and Mobility Fee Ordinance.

Mode means the choice of travel that a person undertakes and can include walking, jogging, running, bicycling, paddling, scooting, flying, driving a vehicle, riding a boat, transit, taxi or using a new mobility technology.

Multi-Family Residential means a dwelling unit and shall include those uses specified in the ITE Trip Generation Manual under Land Use Codes Series 200, except for Land Use Codes 200, 210, 253, 254, and 255.

Multi-Family Residential Square Feet means the sum of the area (in square feet) of each building measured from the exterior surface of the exterior walls. This includes common areas, lobbies, leasing offices, and residential amenities not accessible to the public. Retail or office square footage leased to a third-party would pay the applicable mobility fee rate. Square footage does not include parking garages or structures.

Multimodal means multiple modes of travel including, but not limited to walking, bicycling, jogging, rollerblading, skating, scootering, riding transit, driving a golf cart, low speed electric vehicle or motor vehicle.

Multimodal facility means a sidewalk, bicycle lane, buffered or protected bicycle lane, sharrow, bicycle boulevard, high occupancy vehicle lane, shared-use path, boardwalk, pathway, transit stop, transit station, transit pull-out, crosswalk, mid-block crossing, pedestrian signal, mobility hub, low speed street, shared street, traffic calmed street, streetscape, hardscape, traffic calming, water taxi, multimodal corridor.

Multimodal transportation system means the right-of-way, easements, roads, streets, alleyways, curb-cuts, traffic control devices, stormwater management facilities, utilities, and multimodal facilities that allow for circulation, mobility, and parking within the City and accessibility to land uses, property, and modes of transportation within the City.

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Non-Residential Square Feet means the sum of the gross floor area (in square feet) of the area of each floor level under cover, including cellars, basements, mezzanines, penthouses, corridors, lobbies, stores, and offices, that are within the principal outside faces of exterior walls, not including architectural setbacks or projections. Included are all areas that have floor surfaces with clear standing head room (six feet six inches, minimum) and are used as part of the primary use of the property. If an area within or adjacent to the principal outside faces of the exterior walls is not enclosed, such as outdoor restaurant seating, areas used for storage of goods and materials, or merchandise display, and is determined to be a part of the primary use of property, this gross floor area is considered part of the overall square footage of the building. Areas for parking, circulation, ingress, egress, buffers, conservation, walkways, landscape, stormwater management, and easements or areas granted for transit stops or multimodal parking are not included in the calculation of square feet.

Office means banks, financial services, general offices, hospitals, higher education such as colleges and universities, post-secondary trade schools, and professional activities primarily involving the provision of professional or skilled services, including but not limited to accounting, legal, real estate, insurance, financial, engineering, architecture, accounting, and technology.

Office Uses means those businesses which provide professional services to individuals, businesses, or groups and which include those uses in the ITE Trip Generation Manual under Land Use Code Series 600 and 700 and includes Land Use Codes 540, 550, 911 and 912. Land Use Code 620 is included under institutional uses.

Off-site Improvement means improvements located outside of the boundaries of development activity or on the opposite side of a right-of-way not adjacent to the boundary of the development activity, excluding improvements such as mid-block crossings, traffic signals, left turn lanes that are part of development activity relate access improvements. If an improvement provides a benefit to person travel not associated with development activity such as a turn lane serving another development or an off-site sidewalk connection to a school or park shall generally be considered an off-site improvement. Off-site improvements also include mobility projects that are not a site-related or development activity requirement of the Comprehensive Plan, land development regulations, development order condition, or a condition of an access or right-of-way permit.

Overnight Lodging means places of accommodations, such as bed and breakfast, inns, motels, hotels and resorts that provide places for sleeping and bathing and may include supporting facilities such as restaurants, cocktail lounges, meeting and banquet rooms or convention facilities, and limited recreational facilities (pool, fitness room) intended for primary use by guest(s) and which include those uses specified in the ITE Trip Generation Manual under the Land Use Code Series 300.
Person Miles of Capacity (PMC) means the number of persons "capacity" that can be accommodated, at a determined standard, on a facility while walking, bicycling, riding transit, driving, or using a mobility assisted device over a defined distance.

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Person Miles of Travel (PMT) means a unit used to measure person travel made by one person where each mile traveled is counted as one person mile. PMT is calculated by multiplying person trip length by the number of person trips. The increase in future person miles of travel is used to plan mobility project needs that form the basis for a mobility fee.

Person Miles of Travel Factor (PMTf) shall mean the factor utilized to convert vehicle miles of travel to person miles of travel based on the 2022 National Household Travel Survey.

Person Travel Demand (PTD) means travel demand from development activity based on trip generation, pass-by trips, vehicle trip lengths, limited access travel, origin and destination factors, vehicle miles of travel, and person miles of travel factors. The resulting mobility fees are roughly proportional to the person travel demand per use and assessment area provided on the mobility fee schedule.

Person Trip (PT) means a trip by one person by one or more modes of travel including, but not limited to, driving a motor vehicle or low speed electric vehicle, riding transit, walking, bicycling or form of person powered, electric powered or gasoline powered device.

Person Trip Length (PTl) means the total length, in miles, of a person trip per trip purpose.

Private Education means building or buildings used for pre-school, private school, childcare, or day care where students are educated by a non-governmental entity with grades ranging from pre-kindergarten to 12th grade. Private schools do not include Charter Schools, which are exempt from local government fees per Florida Statute. Childcare and day care shall mean a facility where care for young children is provided, normally during the daytime hours. Day care facilities generally include classrooms, offices, eating areas and playgrounds. Postsecondary education falls under office uses. These uses are under ITE Trip Generation Manual under Land Use Code Series 500.

Quality of Service (QOS) means a quantitative stratification of the quality of service of personal mobility stratified into six letter grade levels, with "A" describing the highest quality and "F" describing the lowest quality: a discrete stratification of a quality-of-service continuum.

Residential Uses mean a dwelling unit and shall include those uses specified in the ITE Trip Generation Manual under the Land Use Code Series 200, except for Land Use Codes 253, 254, and 255.

Retail means personal service and retail uses. This includes land uses under ITE Land Use Codes Series 800, and 900. Retail includes all uses that do not fall under High Impact or Convenience Retail uses.

Retail Drive-Thru means any drive-thru lane associated with a personal service or retail use. The drive-thru may include an order window or a door, window, or other means of access to drop-off or pick-up of goods, items, services, ordered through a mobile app or online. Common uses include dry cleaners or pharmacies. Increasingly retail uses include drive-thru lanes to pick up ordered goods. Drive-thru lanes associated with a bank, fast food or quick service restaurant, financial institution, or

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auto / car wash are assessed additive Mobility Fees. Retail uses include those under ITE Land Use Codes Series 800 and 900, except those land uses included on the Mobility Fee schedule with established Mobility Fee rates.

Retail Uses mean those commercial activities which provide for sale, lease, or rent of goods, products, services, vehicles, or accommodations for use by individuals, businesses, or groups and which include those uses specified in the ITE Trip Generation Manual under Land Use Code Series 800 and 900.

Service Standard means the adopted or desired quality or level of service for a bicycle facility, pedestrian facility, roadway, shared-use multimodal facility, or transit.

Shell Building means the foundational and structural elements that separate interior and exterior space and includes the roof, walls, windows, doors, mechanical systems, and rough plumbing and electric. Common areas are typically finished. Interior spaces are designed to be finished by the tenant with wall coverings, ceiling, flooring, lighting, electrical and plumbing finishes, and furnishings. The floor may or may not be finished with concrete to allow for flexibility in the location of plumbing service lines.

Single-Family Residential means a dwelling unit and shall include those uses specified in the ITE Trip Generation Manual under Land Use Codes 210 and 215 Series 200, except for Land Use Codes 253, 254, and 255. Residential includes tiny homes and accessory dwelling units.

Single-Family Residential Square Feet means the sum of the area (in square feet) of each dwelling unit measured from the exterior surface of the exterior walls.

Streetscape means hardscape elements such as pavers, benches, lighting, trash and recycling receptacles, fountains, seating, shade structure, crosswalks, landscape elements such as canopy and understory trees, shrubs, bushes, grasses and flowers, green infrastructure and architectural structures and projections that provide shade and protection from various weather conditions.
Trip means travel between locations, often times between an origin, such as a home, to a destination, such as a business, but the trip can end and begin at the same location, such as walking a dog in the neighborhood where the home is both the origin and destination.

Trip Length shall mean the length of a trip per trip purpose.

Trip Purpose means the primary purpose at the destination of a trip such as travel to buy goods, services, or meals, entertainment, recreation, school, work, places of assembly, errands, medical, day care, or work related. Trip purpose may be either home based, meaning the trip originates at a residence, or non-home based, meaning the trip originates at a destination other than a residence.

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Use shall mean a use of land for residential or non-residential purposes. For Mobility Fee purposes the terms land use and use are interchangeable. The inclusion of a land use or use on the Mobility Fee schedule does not mean that land use or use is permitted by the City's Comprehensive Plan or Land Development Regulations.

Vehicle Miles of Travel (VMT) means a unit to measure vehicle travel made by a motor vehicle where each mile traveled is counted as one vehicle mile regardless of the number of persons in the vehicle. VMT is calculated by multiplying the length of a road segment by the total number of vehicles on that road segment.

Vehicle Occupancy (VO) means the total number of persons in a single motor vehicle making a trip.

Vehicle Trip means a single motor vehicle, regardless of the number of persons in the motor vehicle.

Any defined term in this Technical Report does not supersedes definitions in the City's Comprehensive Plan or Land Development Regulations for purposes of non-mobility fee related items.

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MOBILITY PLAN PROGRAMS

The updated Mobility Plan Projects identifies Mobility Plan Programs to be developed. Several of the Programs would implement Mobility Projects identified in the Streets Plan, the Multimodal Corridors Plan, and the Transit Plan. The following are the Mobility Plan Programs **(Appendix I)**:

(1) **Low Speed Streets Program:** The City shall consider development of a Low Speed Streets Program to provide residents various low speed street treatments that could be applied to streets in their neighborhood. The intent of the program is to be resident driven, where residents gather support from their adjacent neighbors to implement low speed street treatments and traffic calming measures. Initial priority areas are those streets that provide access to parks, schools, and connectivity between multimodal corridors. Low Speed Streets feature posted speed limits between 20 MPH and 25 MPH that carry low traffic volumes and feature changes to the physical geometry of the street right-of-way to achieve these posted speed limits. Physical changes can include treatments such as narrow travel lanes through restriping to add on-street parking, on-street bicycle lanes, or pilot projects that add on-street sidewalks through pavement markings where sidewalks do not exist. Physical changes may also include traffic calming features such as such as chicanes, chokers, curb extensions, mini traffic circles, painted or raised intersections, roundabouts, or speed tables. The Program may also include green street improvements such as reclaiming existing swales with low impact development stormwater treatments or adding canopy and understory street trees.

(2) **Micromobility & Low Speed Electric Vehicle Program:** The City shall consider development of a Micromobility & Low Speed Electric Vehicle Program and Ordinance regulating the use of micromobility devices (e.g., e-bike, e-scooters) and low speed electric vehicles within the City. The City will coordinate with the County and FDOT regarding use of micromobility devices and low speed electric vehicles on and crossing County and State Roads. The Program and Ordinance will address hours of operation, safety, providers, rentals, and equipment.

(3) **Vision Zero Action Plan:** Vision Zero is a national program that seeks to eliminate all traffic fatalities and severe injuries, while increasing education, safety, health, and mobility for all users. A Vison Zero Action Plan uses crash data to identify the high injury crash network, then programs countermeasures (including but not limited to capital improvements, law enforcement campaigns, and safety studies) to address the documented safety deficiencies.

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(4) **Wayfinding Program:** The City shall consider development of a wayfinding program to further enhance the efficiency of the transportation system, improve access, and facilitate placemaking. Wayfinding and route signage are an essential component of multimodal planning elements beyond construction of a continuous, interconnected network of multimodal infrastructure. Wayfinding can be both physical and virtual tools that provide predictability and consistency in the way people find their point of interests. The Wayfinding Program would establish a brand identity and design standards and specifications for signage, maps, a digital app, etc.

(5) **ADA Curb Ramp Retrofit Program:** Fund upgrades to existing curb ramps to enhance mobility, safety, improve the quality of service in the community and comply with the American with Disability Act (ADA) requirements. The projects identified through the Curb Ramp Upgrade Program can be used for future Mobility Plan and Mobility Fee updates.

(6) **Mobility Access Program:** Develop programs and pursue funding sources and public private opportunities to provide bikes, electric bikes, electric scooters, and passes for car share, ride share, and transit services to provide mobility to underserved members of the community.

(7) **Multimodal Plans, Programs, Services & Studies:** Prepare corridor, multimodal, street, and transit plans and studies, develop traffic count program, pursue matching grant fund opportunities through County, FDOT, Federal, State, and TPA Funding Programs, update mobility plan and fee, develop complete street policies, design standards, and programs. Explore shared mobility services and shared mobility, microtransit and transit services with adjacent municipalities, FDOT, Palm Beach County, transit authorities and private entities.

(8) **Mobility Plan & Fee Implementation Program:** Update the Comprehensive Plan to reflect the updated Mobility Plan projects and adoption of a Mobility Fee. Further explore establishing Street, Multimodal, and Transit Quality of Service Standards. Develop follow-on plans, studies, and establish criteria and standards for Walking & Streetscape Enhancements, Multimodal Corridors, Curbless Shared Streets, Multimodal Crossing Evaluations, and Water Taxi Service. Consider development of mobility fee administrative manual or policies and service charges. Actively implement Mobility Plan Projects and Programs.

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RECOMMENDED NEXT STEPS

The adoption of the updated Mobility Plan Projects and Mobility Fee requires additional tasks to administer and implement. The following are recommended next steps that the City of Boynton Beach should consider commencing:

(1) **Complete Street Plan Update:** The City intends to update its Complete Street Mobility Plan in 2025. The updated will incorporate and may further define and refine the updated Mobility Plan Projects. The update would also further evaluate quality of service standards and the establishment of park once environments.

(2) **Comprehensive Plan Amendment:** Within one year from the date of adoption of the Mobility Fee, the City will need to amend the Comprehensive Plan to recognize adoption of the updated Mobility Plan Projects and Mobility Fee and amend policies related to Transportation Concurrency Exception Areas (TCEA's) and Transportation Concurrency. The Amendments should also integrate street, multimodal, and transit quality of service (QOS) standards into the Comprehensive Plan. The City would utilize the Multimodal Characteristics Inventory developed as part of the Mobility Fee as part of the Data, Inventory, and Analysis (DIA) in support of the amendment **(Appendix Z)**.

(3) **FDOT, Palm Beach Transportation Planning Agency (TPA) Coordination:** Boynton Beach should begin discussions with FDOT and the Palm Beach TPA on integrating the Mobility Plan projects into any updates of the 2050 LRTP. The coordination should also address the incorporation of mobility projects into existing funded and planned projects, and the pursuit of funding for mobility projects through existing or upcoming grant and funding request.

(4) **Palm Beach County Interlocal Agreement:** Boynton Beach should begin discussions with the County to enter into an updated Interlocal Agreement consistent with the requirements of HB 479 and Florida Statute Section 163.3180 and. The Interlocal Agreement should address the funding of mobility projects on County and State Roads through any extension of the County's infrastructure sales tax and the $32 million dollars of road impact fees that the County has collected over the past 20 years (**Appendix L1 & L2**).

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(5) **Annexation of Unincorporated Property**: The City should consider pursing annexations of unincorporated Palm Beach County areas adjacent to the City and in enclaves that could potentially be developed or redeveloped to increase mobility fee revenues. These areas are using the multimodal transportation system within the Mobility Study Area. The City would better be able to coordinate Mobility Projects and review the impacts from development.

(6) **Service Charge Study:** Boynton Beach should also consider undertaking a service charge study for administering and implementing its Mobility Fee. Florida Statute limits administrative charges to the cost of administering and implementing mobility fees. The service charge study would provide a factual basis for assessment of a service charge to offset administrative cost. The service charge would also address future updates and application fees for special studies, request for credits or offsets, and special assessments.

(7) **Administrative Manual:** Boynton Beach should consider developing or updating administrative procedures to administer and implement the Mobility Fees. The mobility fee ordinance will address big picture legal and statutory requirements. The Administrative Manual will govern day to day administration and provide the City with continuity of service should staff turnover occur.

(8) **Traffic Count Program:** Boynton Beach should consider collecting traffic counts on collectors, minor collectors and major local roads throughout the City. Future County negotiations and the pursuit of funds for safety and mobility will depend on having existing traffic count data. The Low Speeds Streets Pilot Program and Vision Zero program will also benefit from more recent and localized traffic data.

(9) **Mobility Hubs:** Boynton Beach should consider integrating mobility hubs as part of existing and future transit service. Mobility Hubs are the evolution of transit and bus stops that provides safe and convenient drop-off and pick-up areas for microtransit, transit, and shared mobility services, incorporates lockers for package and mail delivery, adds spaces for mobile delivery services, provides stations for bikes and micromobility devices, and charging stations for electric vehicles. The City's LDRs could be updated to provide development with the opportunity to partially reduce off-street parking through the construction of a mobility hub.

(10) **Land Development Regulations:** The Land Development Regulations should be updated to address necessary changes to transition from a transportation concurrency exception area system to a mobility fee system. The City should also consider replacing traffic impact analysis with site access assessments or mobility solutions reports.

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The LDRs should be updated to ensure that new development is designing its internal streets in a Complete Street manner and that external impacts and improvements appropriately address multimodal transportation. The City should also consider implementing FDOT's Context Classification and expand on the initial application of FDOT's Context Classification that has already been undertaken as part of the Mobility Plan **(Figure 22)**.

Figure 22. FDOT's Context Classification



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CONCLUSION

The City of Boynton Beach 's Mobility Fee is based on the updated Mobility Plan Projects. The future travel demand analysis provided in this Technical Report clearly demonstrates there is growth in travel demand projected within the City. The updated Mobility Plan Projects establishes the framework over the next 20 years to move people, provide choices, and meet future travel demand through expansion of the City's multimodal transportation system. The City intends to update its Complete Street Mobility Plan in 2025. The updated Plan will incorporate and may further define and refine the updated Mobility Plan Projects. The update would also further evaluate quality of service standards and the establishment of park once environments.

The City's Mobility Fee is a streamlined, equitable way for development activity to mitigate its impact to the multimodal transportation system. Updated Mobility Plan Projects and the Mobility Fee are based on the projected increase in person miles of travel and person miles of capacity between 2024 and 2045: consistent with the **"needs"** requirement of the dual rational nexus test. The Mobility Fee is also based on the person travel demands attributable to development activity and is roughly proportional to the impact the new development has on City, County, and State Roads within the Mobility Study Area, consistent with Florida Statute Sections 163.3180 and 163.31801.

The implementation of a Mobility Fee Benefit District, where a Mobility Fee paid by development is to be expended to fund projects within the Mobility Fee Benefit District, ensures that the Mobility Fee will meet the **"benefits"** requirement of the dual rational nexus test. The City's Mobility Fee will be implemented within the Assessment Area and collected by the City on development that results in an increase in person travel demand. The Mobility Fee has been developed to offset the impact of development on City, County, and State Roads within the Mobility Study Area.

The updated Mobility Plan Projects, based on growth in population and increases in person miles of travel, includes Mobility Projects that provide the person capacity **"needed"** to meet the travel demands of development. The new growth evaluation demonstrates that development is not being assessed more than its **"attributable and assignable"** share of the cost of the updated Mobility Plan Projects. The person travel demand for each use included in the Mobility Fee schedule meets the **"rough proportionality test"** established through case law.

It is strongly recommended that any use of Mobility Fee revenues be included in the City's CIP. The City's Chief Financial Officer, or functional equivalent, is required as part of the City's Annual Financial Report submitted to the State of Florida, to submit a statement that the Mobility Fees were collected and expended consistent with Florida Statute 163.31801.

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The recently adopted HB 479 requires municipalities and counties that both assess transportation mitigation within a municipality to enter into an interlocal agreement. The amendments in HB 479 states that only one (1) fee to mitigate transportation impacts from new development may be assessed and that the local government that issues building permits is to be the entity that collects the transportation mitigation. HB 479 provides additional guidance for a municipality to enter into an interlocal agreement with a county to negotiate expenditure of the transportation mitigation.

Over the next 20 years, the total cost of the updated Mobility Plan Projects is $271,969,256. This Technical Report includes a section that identifies the updated Mobility Plan Projects that are located on County Roads. **These Mobility Plan Projects are projected to cost $28,432,500, which represents 10.45% of the overall cost of the Mobility Plan Projects.**

This Technical Report includes an analyses of Palm Beach County road impact fee collections from new development within the City. **The analyses show that over the past 20 years, the County has collected over $32 million in road impact fees from new development in Boynton Beach.** The annual impact fee reports prepared by the County during that time frame indicate that the County has expended roughly $2 million in the City. It is recommended that the City utilize the information provided in this Technical Report to negotiate an interlocal agreement with the County.

The City's next step is to adopt a Mobility Fee Ordinance. The Mobility Fee Ordinance would establish the effective date for the Mobility Fee. The City will need to notify the County that upon adoption of the Mobility Fee, that City would no longer be collecting Palm Beach County's road impact fee from new development within the Mobility Fee Assessment Area. The City will need to begin discussions with the County on an updated interlocal agreement consistent with HB 479. Within a year from the date of adoption of the Mobility Fee Ordinance, the City will need to amend its Comprehensive Plan to ensure it is consistent with Florida Statute and fully implements the updated Mobility Plan Projects and Mobility Fee. The amendment should reflect any Complete Street Mobility Plan updates.

The City of Boynton Beach Mobility Fee Technical Report, dated January 2025, documents future growth, the **"need"** for updated Mobility Plan Projects, the data and methodology used to develop a Mobility Fee to mitigate the impact of new development, and the establishment of a **"benefit"** district. The updated Mobility Plan Projects and Mobility Fees meets legally established dual rational nexus requirements for **"need"** and **"benefit"** and the Mobility Fee is **"rough proportionality"** to the impact of new development. The updated Mobility Plan Projects and Mobility Fee have been developed consistent with the requirements of Florida Statute Sections 164.3164, 163.3180, 163.31801, and Florida Statute Chapter 380.

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City of Boynton Beach

Maps

January 2025

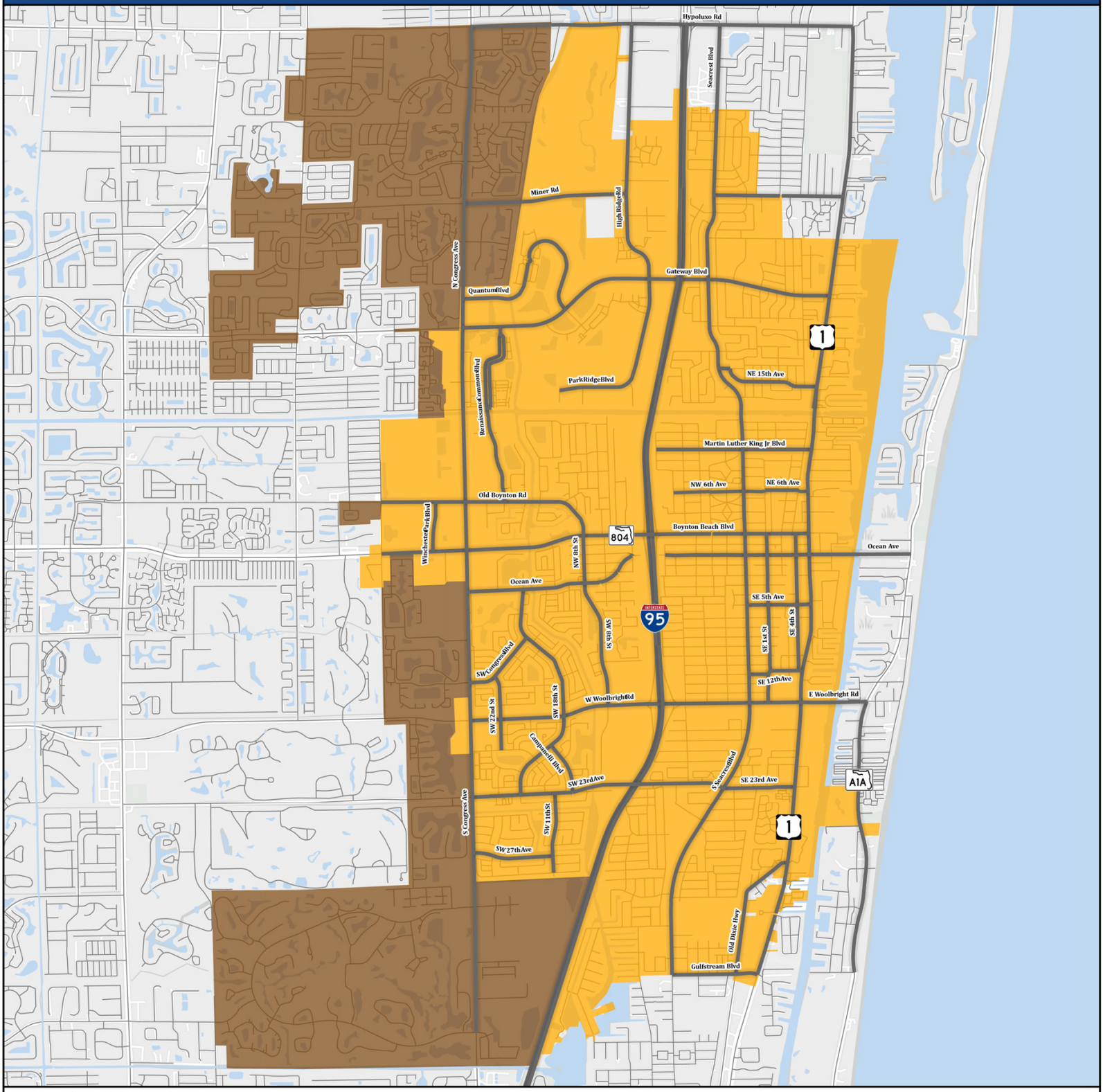
MAPS

Map A.	**Mobility Fee Assessment Area**
Map B.	**Mobility Fee Benefit District**
Map C.	**Mobility Study Area**
Map D.	**Streets Plan**
Map E.	**Multimodal Corridors Plan**
Map F.	**Transit Plan**
Map G.	**Low Speed Streets Pilot Program**
Map H.	**Origin & Destination Evaluation: County Road Impact Fee Zones**
Map I.	**Origin & Destination Evaluation: Mobility Study Area**

MAP A

Mobility Fee Assessment Area

City of Boynton Beach Updated Mobility Plan Projects
Mobility Fee Assessment Area



Road Network

Assessment Area

City of Boynton Beach Outside of Assessment Area

City of Boynton Beach (Legend Only)

0 0.25 0.5 1 Miles

N

CITY OF BOYNTON BEACH

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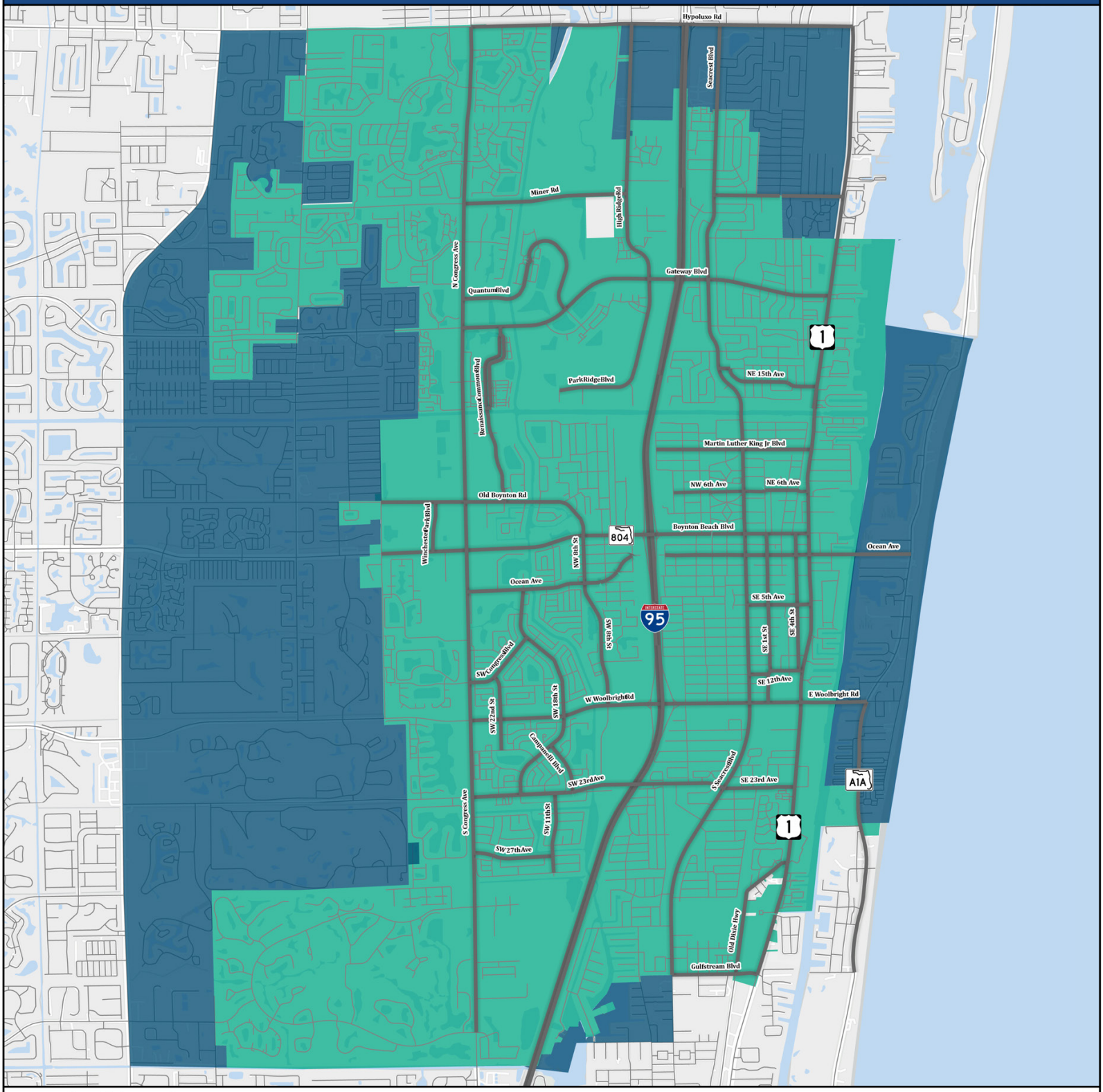
MAP B

Mobility Fee
Benefit District

City of Boynton Beach Updated Mobility Plan Projects

Mobility Fee Benefit Districts



- Road Network
- Benefit District
- Extra Jurisdictional Benefit District
- City of Boynton Beach (Legend Only)

0 0.25 0.5 1 Miles

N

CITY OF BOYNTON BEACH

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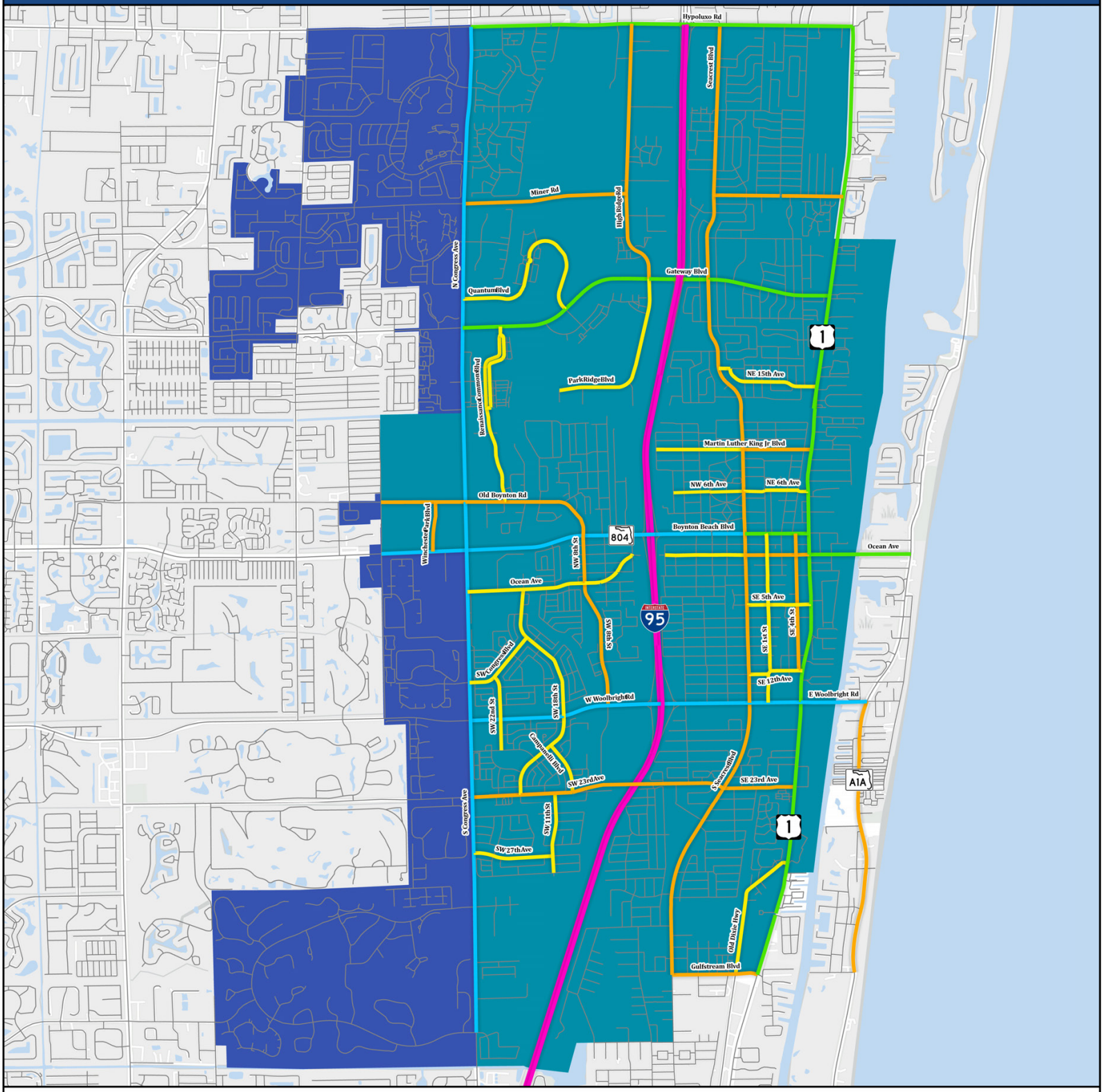
MAP C

Mobility Study Area

City of Boynton Beach Updated Mobility Plan Projects

Mobility Study Area & Road Network



- Interstate
- Principle Arterial
- Minor Arterial
- Major Collector
- Minor Collector
- Mobility Study Area
- City of Boynton Beach Outside of Mobility Study Area
- City of Boynton Beach (Legend Only)

0 0.25 0.5 1 Miles

N

CITY OF BOYNTON BEACH

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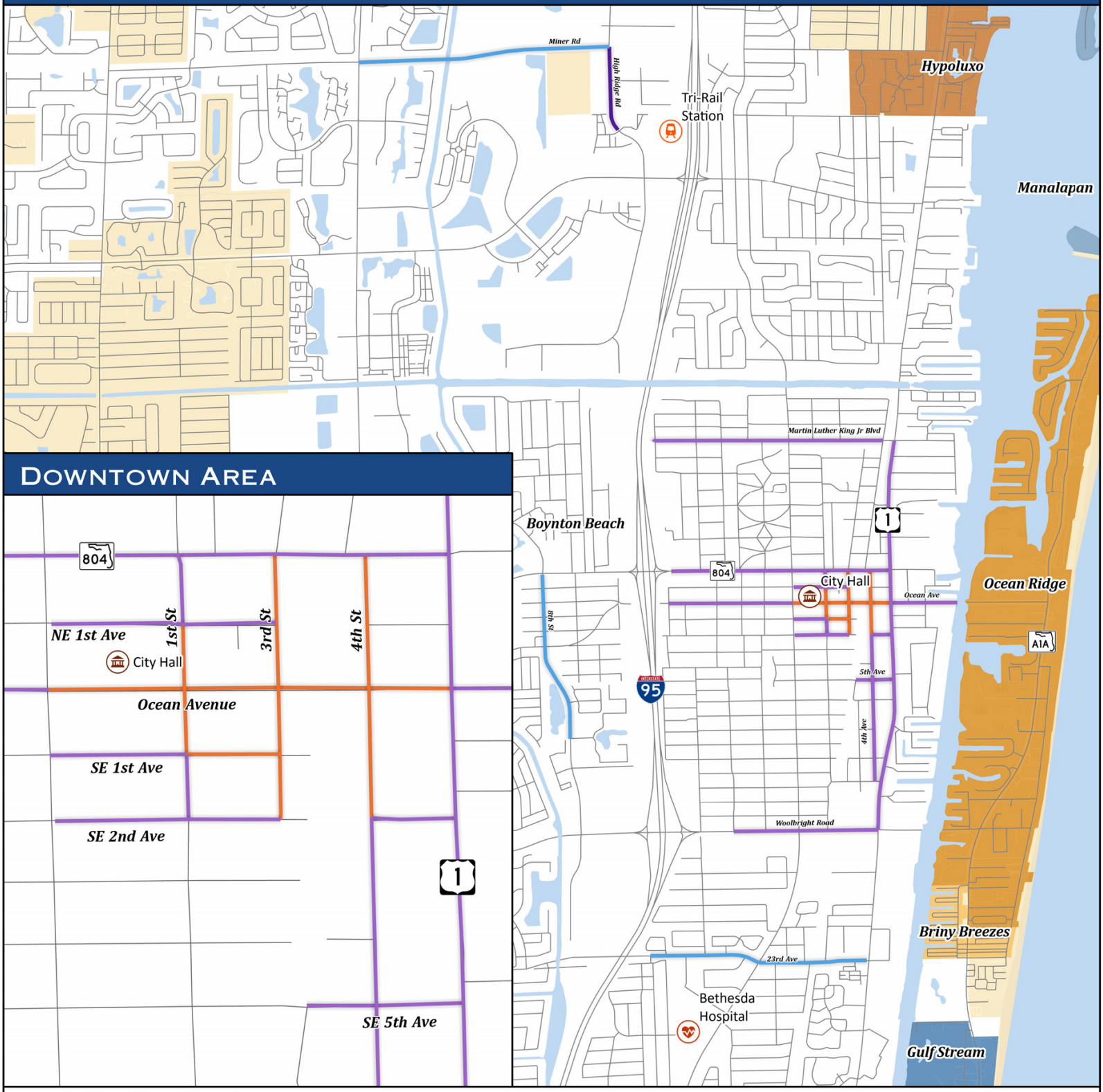
MAP D

Streets Plan

City of Boynton Beach Updated Mobility Plan Projects

Streets Plan



Downtown Area

- Curbless Shared Streets
- Complete Street Road Widening (4 Lanes)
- Walking and Streetscape
- Complete Street Road Widening (2 Lane Divided)
- City of Boynton Beach (Legend Only)
- Unincorporated Palm Beach County

0 0.15 0.3 0.6 Miles

N

CITY OF BOYNTON BEACH

NUE URBAN CONCEPTS
LAND USE • MOBILITY • PARKING • FEES

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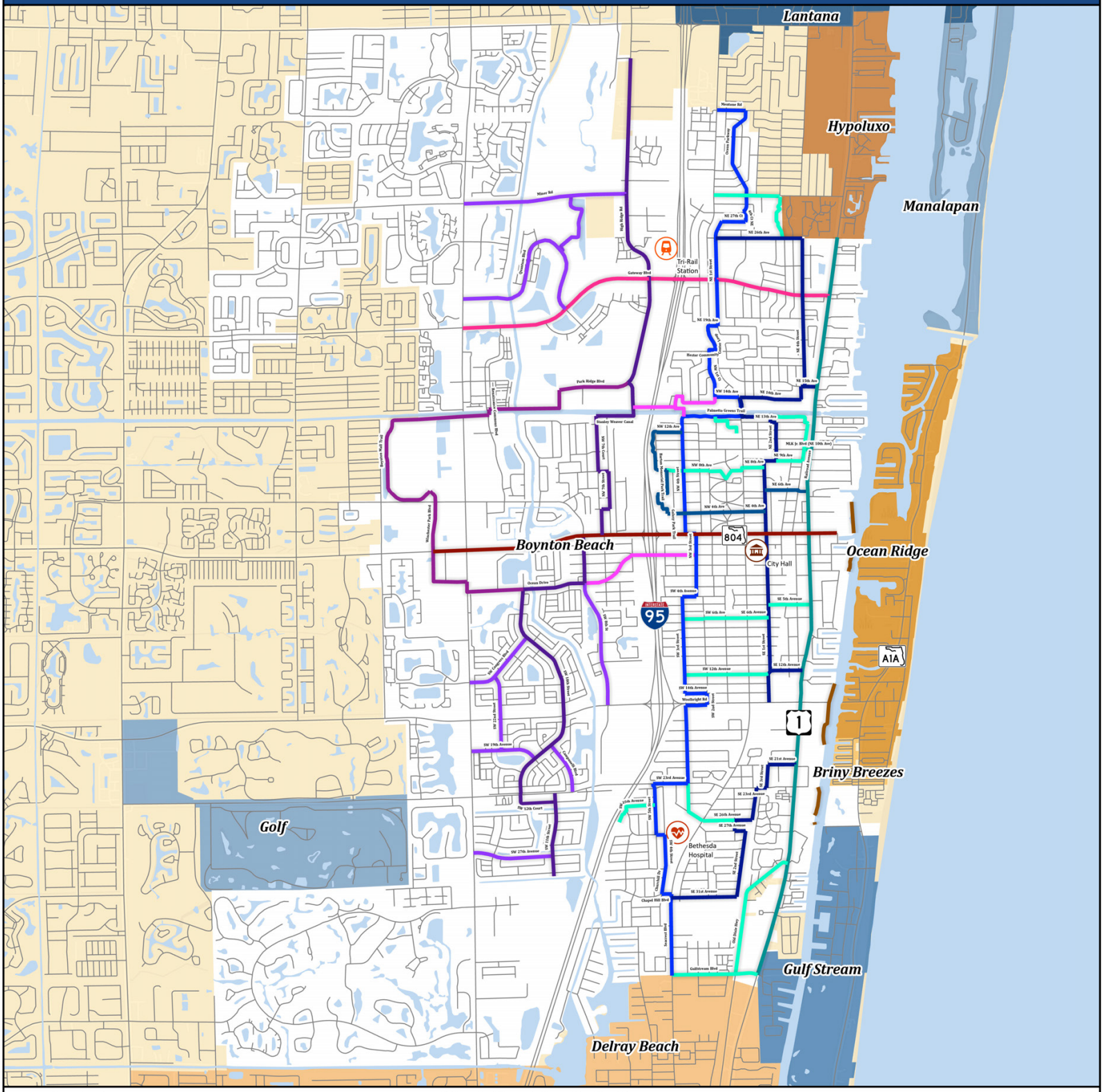
MAP E

Multimodal Corridors Plan

City of Boynton Beach Updated Mobility Plan Projects

Multimodal Corridors Plan



- Boardwalk
- Major Multimodal Corridor (BB)
- Major Multimodal Corridor (East)
- Major Multimodal Corridor (Galaxy)
- Major Multimodal Corridor (Gateway Blvd)
- Major Multimodal Corridor (US 1)
- Major Multimodal Corridor (West)
- Minor Multimodal Corridor (East)
- Minor Multimodal Corridor (West)
- Multimodal Corridor Evaluation
- Principal Multimodal Corridor (East)
- Principal Multimodal Corridor (West)
- City of Boynton Beach (Legend Only)
- Unincorporated Palm Beach County

0 0.25 0.5 1 Miles

N

CITY OF BOYNTON BEACH

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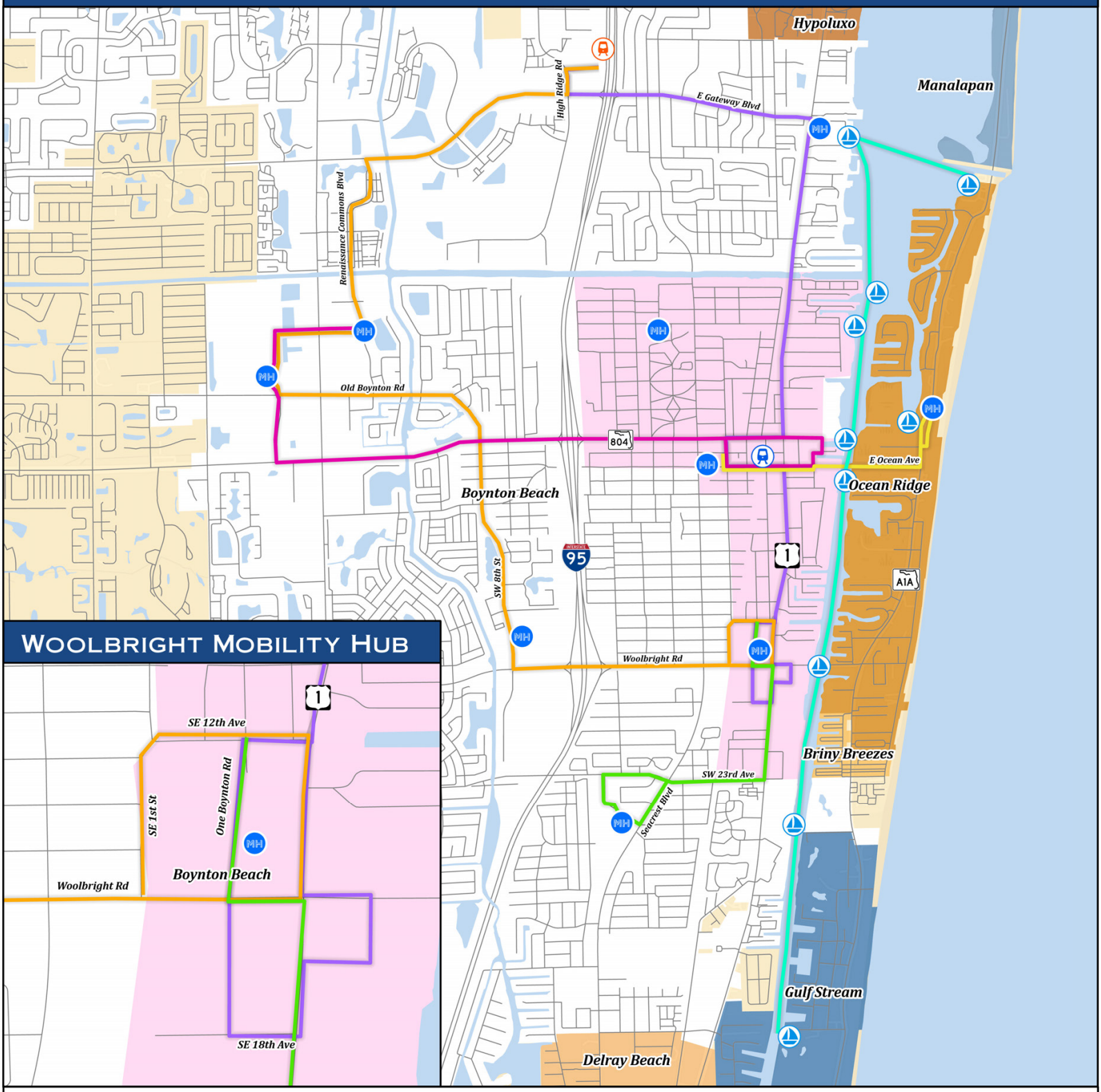
MAP F

Transit Plan

City of Boynton Beach Updated Mobility Plan Projects
Transit Plan



Woolbright Mobility Hub

- Downtown to Beach
- Boynton Water Taxi
- Circulator East
- Circulator West
- Downtown to Mall
- Woolbright to Hospital District
- Water Taxi
- Mobility Hub
- Rail Hub (Existing)
- Rail Hub (Future)
- On Demand Transit Area
- City of Boynton Beach (Legend Only)
- Unincorporated Palm Beach County

0 0.17 0.35 0.7 Miles

N

CITY OF BOYNTON BEACH

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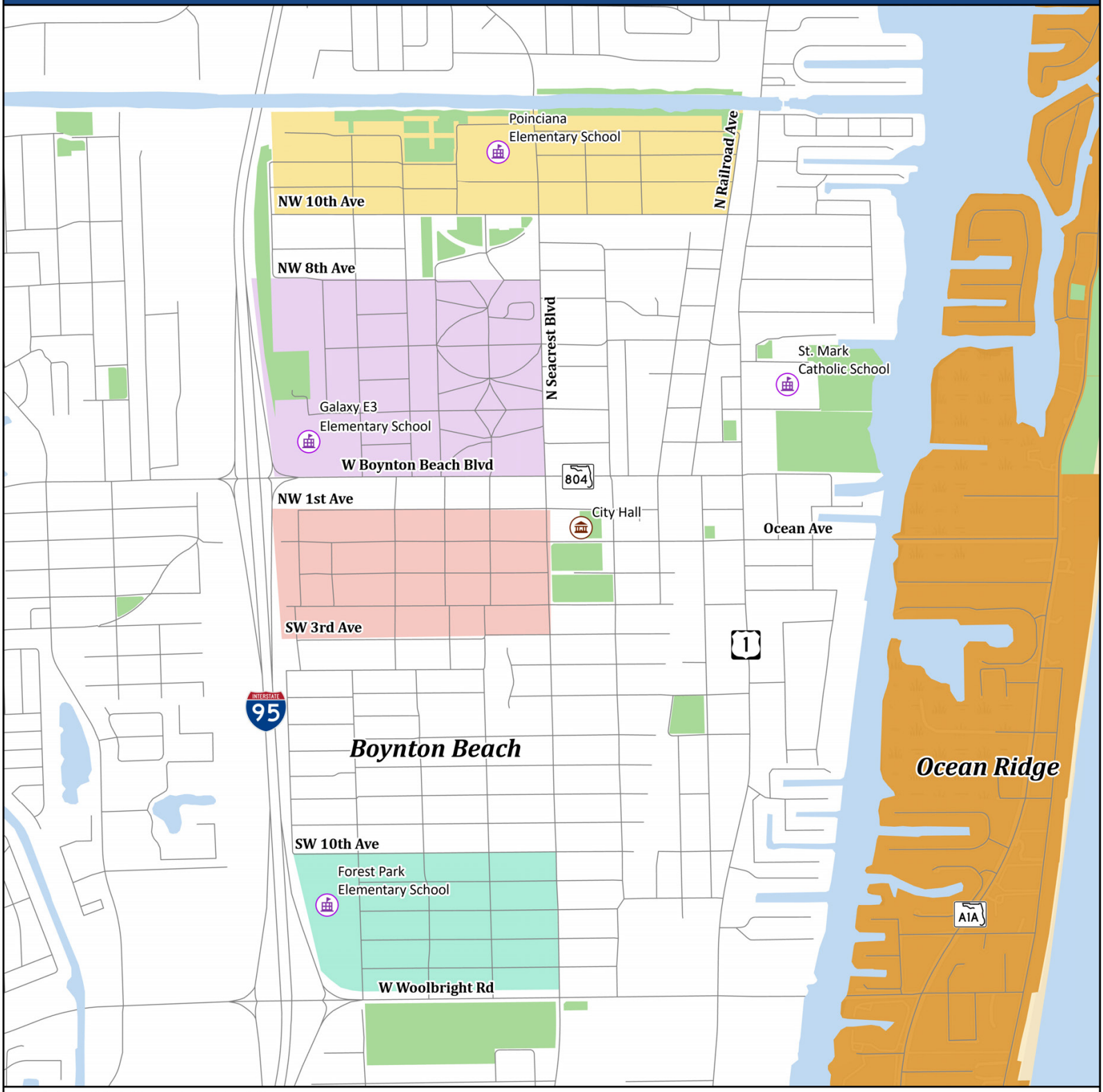
MAP G

Low Speed Streets
Pilot Program

City of Boynton Beach Updated Mobility Plan Projects
Low Speed Streets Plan



- Forest Park Elementary School Area
- Galaxy E3 Elementary School Area
- Neighborhood Low Speed Street Area
- Poinciana Elementary School Area
- Unincorporated Palm Beach County
- Parks / Greenspace

0 0.13 0.25 0.5 Miles

N

CITY OF BOYNTON BEACH

NUE URBAN CONCEPTS
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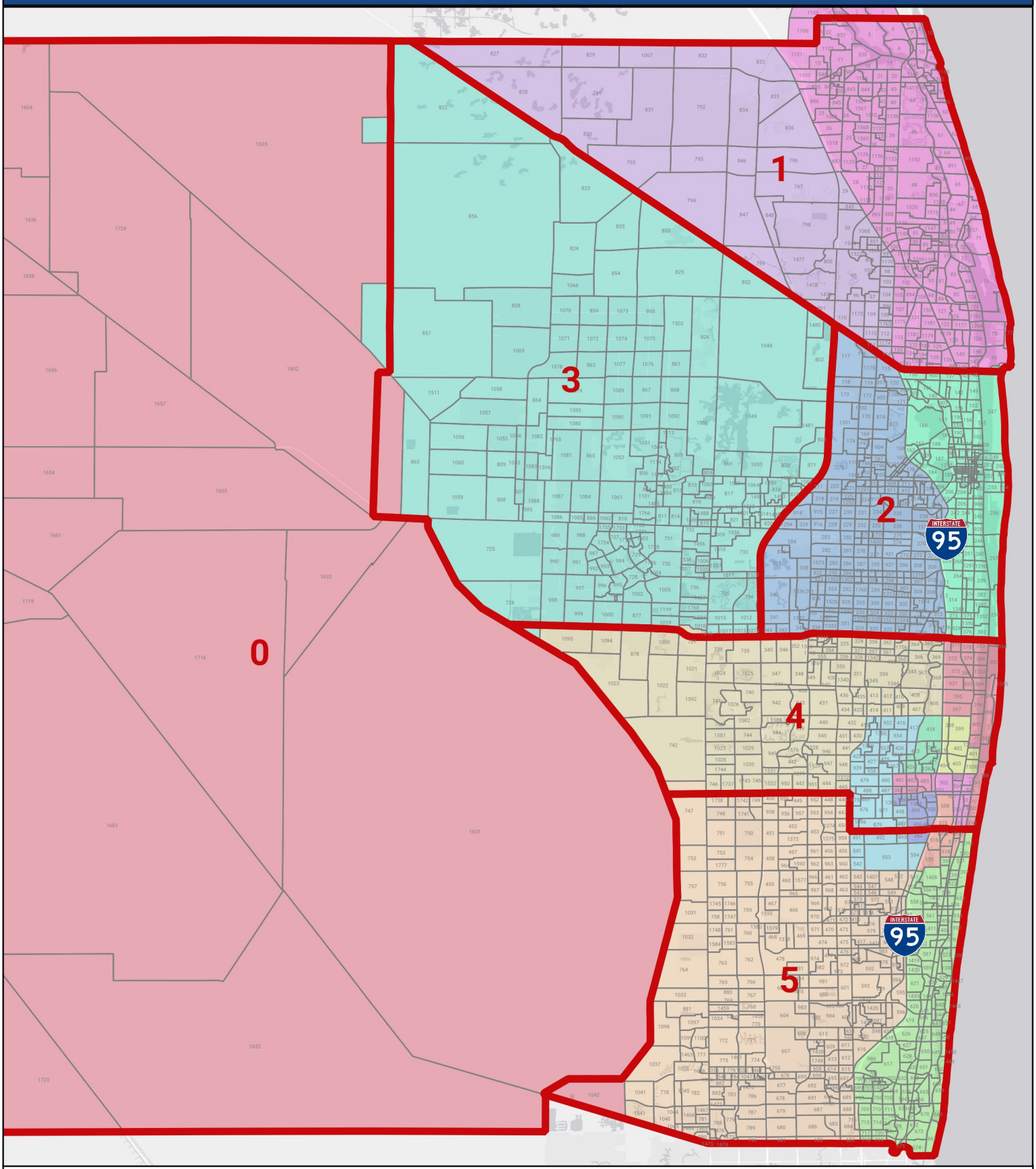
MAP H

Origin & Destination Evaluation: County Road Impact Fee Zones

ORIGIN & DESTINATION EVALUATION:

COUNTY ROAD IMPACT FEE ZONES

(Using Traffic Analysis Zones from SERPM 8.541)



Select Districts

TAZ

PBC RIF Zones

0 1.5 3 mi

N

CITY OF BOYNTON BEACH

NUE URBAN CONCEPTS
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2205

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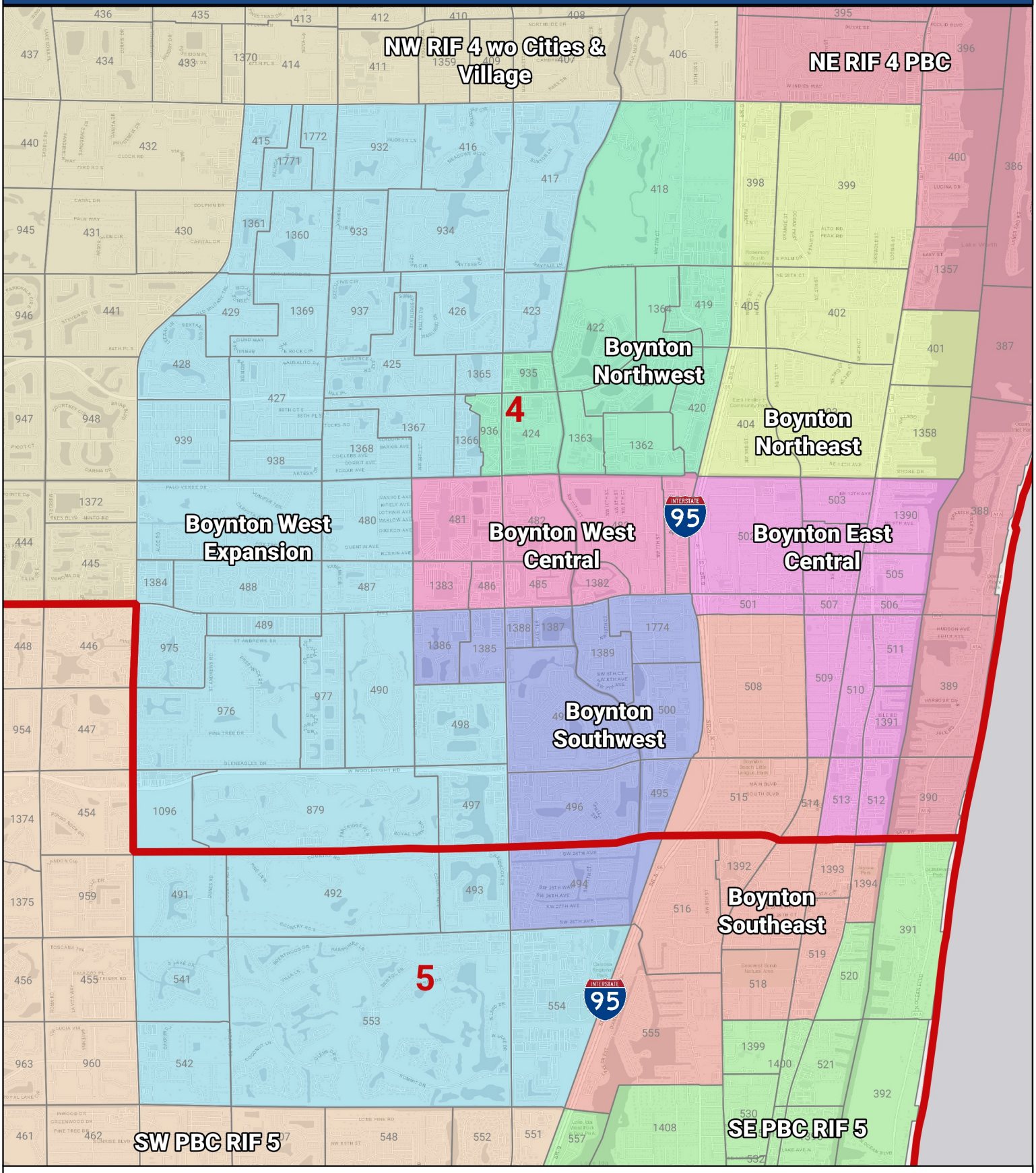
MAP I

Origin & Destination Evaluation: Mobility Study Areas

ORIGIN & DESTINATION EVALUATION:

MOBILITY STUDY AREA

(Using Traffic Analysis Zones from SERPM 8.541)



Select Districts

TAZ

PBC RIF Zones

0 0.25 0.5 mi

N

CITY OF BOYNTON BEACH

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2207

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City of Boynton Beach

Appendices

January 2025

APPENDICES

Appendix A.	Florida Commerce Transportation Planning Guidance
Appendix B.	Laws of Florida HB 479 (Chapter 2024 – 266)
Appendix C.	Impact Fee Act (Florida Statute Section 163.31801)
Appendix D.	Traffic Characteristics Data
Appendix E.	2022 National Household Travel Survey Data
Appendix F.	Streets Plan
Appendix G1.	Multimodal Corridors Plan
Appendix G2.	Multimodal Corridors Plan Detail: East
Appendix G3.	Multimodal Corridors Plan Detail: West
Appendix H.	Transit Plan
Appendix I.	Mobility Plan Programs
Appendix J.	FDOT Generalized Tables
Appendix K.	Planning Level Cost (PLC) & Planning Level Capacities (PLC)
Appendix L1.	County Road Impact Fee Collections from Boynton Beach (2014 to 2023)
Appendix L2.	County Road Impact Fee Collections from Boynton Beach (2003 to 2013)
Appendix M.	Trip Generation
Appendix N.	Person Travel Demand per Use (PTDu)
Appendix O.	2022 National Household Travel Survey Data: Trip Purpose
Appendix P.	Palm Beach County: Household Travel
Appendix Q.	Interstate 95 Ramp Volumes
Appendix R.	Mobility Fee Schedule
Appendix S.	Residential Square Footage & Bedrooms
Appendix T.	Bedrooms & Household Vehicles
Appendix U.	2022 National Household Travel Survey: Household Vehicles
Appendix V.	Downtown Development Inventory (Recently Built & Under Review)
Appendix W.	Downtown Development Parking Inventory (Recently Built & Under Review)
Appendix X.	Origin & Destination Evaluation
Appendix Y.	Comparison of Mobility Fees with County Road Impact Fees
Appendix Z.	Multimodal Characteristics Inventory

APPENDIX A

Florida Commerce
Transportation Planning Guidance

Transportation Planning

Community Planning

Community Planning Table of Contents

- Areas of Critical State Concern Program
- Accessing Comprehensive Plans and Plan Amendments (Florida Papers)
- ORC Reports and Notices of Intent
- Property Rights Element
- Evaluation and Appraisal Review of the Comprehensive Plan
- General Information About Developments of Regional Impact and Florida Quality Developments
- Developments of Regional Impact Repository
- List of Local Governments Qualifying as Dense Urban Land Areas
- Revitalization of Expired Homeowners Association Declarations and Covenants

Community Planning Staff Directory (Alphabetical)

- Community Planning Review Team Assignments

Community Services

Community Development Block Grants

Community Partnerships

Broadband

Rural Community Programs

Special Districts

Homeowner Assistance

Transportation Element

Section 163.3177(6)(b), Florida Statutes, establishes the requirements for transportation and mobility planning in local government comprehensive plans. Comprehensive plans must focus on providing a multimodal transportation system that emphasizes public transportation systems, where feasible, and encourages economic development through flexible transportation and mobility options for Florida communities. Links to transportation planning related issues and organizations are included below to help provide additional information on transportation mobility planning in Florida.

Multimodal Transportation

A multimodal transportation system recognizes the importance of providing mobility options through a variety of integrated travel modes, such as by bus or rail transit, bicycle, automobile, or foot. A well-designed multimodal transportation network minimizes impacts to the environment and enhances the livability of neighborhoods by increasing transportation options, expanding access, and increasing connectivity between destinations.

A well-designed and efficient transportation network can help create a sustainable development pattern that contributes to the community's prosperity, enhances transportation efficiency by minimizing vehicle trips and contributes to a healthier environment by reducing air pollution and greenhouse gas emissions.

The Transportation Element of a local government's comprehensive plan should contain policies that will create a well-connected multi-modal transportation network; support increased residential densities and commercial intensity; help walking become more practical for short trips; support bicycling for both short- and long-distance trips; improve transit to serve frequented destinations; conserve energy resources; reduce greenhouse gas emissions and air pollution; while maintaining vehicular access and circulation. Key multimodal transportation strategies can include the following:

- Create an interconnecting grid network of streets, connectors, arterials and sidewalks that provide a complete and accessible transportation network;
- Establish land use patterns that support a mixture of residential, commercial and retail uses, and dense populations and urban intensities, so that transit service may be provided more efficiently and economically;
- Increase the viability of pedestrian and bicycle travel;
- Integrate land use and transportation planning to create communities that provide transportation choice; and,
- Accommodate the flow of freight throughout the state so that the economy can continue to grow.

Other multimodal transportation planning efforts, such as transit-oriented developments, defined in section 163.3164(46), Florida Statutes, are being developed and planned by the Cities of Boca Raton, Clearwater, Gainesville, Jacksonville, Miami, Tampa and West Palm Beach, and in Broward, Miami-Dade, Palm Beach and Pinellas Counties and other locations. Below are a several examples of successful multimodal transportation planning efforts in Florida:

- **Alachua County, Department of Growth Management, Transportation Planning** - Alachua County's Mobility Plan includes transit-oriented development and multimodal transportation planning as one of several methods being implemented to provide mobility options.
- **City of Gainesville Comprehensive Planning** - The City of Gainesville comprehensive plan includes six mixed-use categories and eight Special Area Plans based on Traditional Neighborhood Development standards and an established Urban Infill and Redevelopment Area.

Complete Streets

Complete Streets is a transportation strategy to develop an integrated, connected networks of streets that are safe and accessible for all users, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities. According to Smart Growth America and the National Complete Streets Coalition, *Complete Streets* make active transportation such as walking and bicycling convenient, provide increased access to employment centers, commerce, and educational institutions, and allow greater choice in travel.

In Florida, complete streets are *context-sensitive*. For example, a street considered complete for use within a dense urban area would look and function very differently from one located in a rural area, and a complete suburban street would look and function differently from both the urban and rural complete streets. One way to think about what elements are necessary to create a complete street is to determine its context within the community and based upon that context, match the design and operation of that street with the direction and guidance provided in the local government's comprehensive plan.

As an example, some communities use an Urban-Rural Transect (or simply *Transect*) to assign portions of their community into approximately five or six "context zones" based on the degree of development intensity desired and geographic location, ranging from very low intensity rural context zones to more intense urban context zones. For each context zone, the community establishes a context in terms of appropriate public facility design, urban design, general spatial form, and appropriate street types.

This approach allows the local government to determine, in its comprehensive plan or other public planning document, which portions of the community fit within which context zone, and to provide guidance within the comprehensive plan as to what mobility functions (such as walking, biking, transit use) are most important in that context zone, and what design features and operational characteristics are appropriate for streets in that location.

Several examples of communities have initiated complete streets planning in Florida. Here are a few excellent examples:

- Model Design Manual for Living Streets - Los Angeles County, 2011
- Deerfield Beach Complete Street Guidelines
- Ft. Lauderdale Complete Streets

Transportation Concurrency

In accordance with the Community Planning Act, local governments may establish a system that assesses landowners the costs of maintaining specified levels of service for components of the local government's transportation system when the projected impacts of their development would adversely impact the system. This system, known as a concurrency management system, must be based on the local government's comprehensive plan. Specifically, the local government comprehensive plan must provide the principles, guidelines, standards, and strategies, including adopted levels of service, to guide the application of its transportation concurrency management system.

Prior to June 2, 2011, transportation concurrency was mandatory for local governments. Now that transportation concurrency is optional, if a local government chooses, it may eliminate the transportation concurrency provisions from its comprehensive plan and is encouraged to adopt a mobility fee based plan in its place (see below). Adoption of a mobility fee based plan must be accomplished by a plan amendment that follows the Expedited State Review Process. A plan amendment to eliminate transportation concurrency is not subject to state review.

It is important to point out that whether or not a local government chooses to use a transportation concurrency system, it is required to retain level of service standards for its roadways for purposes of capital improvement planning. The standards must be appropriate and based on professionally accepted studies, and the capital improvements that are necessary to meet the adopted levels of service standards must be included in the five-year schedule of capital improvements. Additionally, all local governments, whether implementing transportation concurrency or not, must adhere to the transportation planning requirements of section 163.3177(6)(b), Florida Statutes.

Mobility Fee Based Plans

If a local government elects to repeal transportation concurrency, it is encouraged to adopt an alternative mobility funding system that uses one or more of the tools and techniques identified in section 163.3180(5)(f), Florida Statutes:

- Adoption of long-term strategies to facilitate development patterns that support multimodal solutions, including urban design, appropriate land use mixes, intensity and density.
- Adoption of an area wide level of service not dependent on any single road segment function.
- Exempting or discounting impacts of locally desired development.
- Assigning secondary priority to vehicle mobility and primary priority to ensuring a safe, comfortable, and attractive pedestrian environment with convenient interconnection to transit.
- Establishing multimodal level of service standards that rely primarily on non-vehicular modes of transportation where existing or planned community design will provide adequate a level of mobility.
- Reducing impact fees or local access fees to promote development within urban areas, multimodal transportation districts, and a balance of mixed-use development in certain areas or districts, or for affordable or workforce housing.

Requirements for Transportation Concurrency

If a local government elects to use transportation concurrency, it must adhere to the following concurrency requirements in section 163.3180(5), Florida Statutes:

- Include principles, guidelines, standards, and strategies, including adopted levels of service, to guide the application of concurrency to transportation.
- Use professionally accepted studies to evaluate the appropriate levels of service.
- Adopt appropriate amendments to the capital improvements element of the comprehensive plan consistent with the requirements of section 163.3177(3), Florida Statutes.
- Allow for proportionate share contributions to mitigate transportation impacts for all developments, including developments of regional impact (DRIs), consistent with section 163.3180(5)(h), Florida Statutes.
- Consult with the Florida Department of Transportation when proposed amendments affect the Strategic Intermodal System.
- Exempt public transit facilities from concurrency.

In addition, local governments are encouraged to develop tools and techniques to complement the application of transportation concurrency consistent with section 163.3180(5)(f), Florida Statutes, and to coordinate with adjacent local governments for the purpose of using common methodologies for measuring impacts to transportation facilities.

Links

- Florida Department of Transportation - Florida Transportation Plan
- Model Regulations and Plan Amendments for Multimodal Transportation Districts
- Florida Metropolitan Planning Organizations
- Florida Department of Transportation - Forecasting and Trends Office
- Florida Scenic Highways
- Transportation Site Impact Handbook
- Florida Transit-Oriented Development
- A / Framework for Transit Oriented Development in Florida, published March 2011
- Florida Department of Transportation - Pedestrian and Bicycle Design
- Florida Department of Transportation, Public Transit Office
- Florida Safe Mobility for Life Coalition
- Florida Safe Mobility for Life Coalition's Aging in Place Checklist
- The Florida Greenbook
- Pasco County Mobility Fees

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https://www.floridajobs.org/community-planning-and-development/programs/community-planning-table-of-contents/transportation-planning

APPENDIX B

Laws of Florida HB 479
(Chapter 2024 – 266)

CHAPTER 2024-266

Committee Substitute for House Bill No. 479

An act relating to alternative mobility funding systems and impact fees; amending s. 163.3164, F.S.; providing definitions; amending s. 163.3180, F.S.; revising requirements relating to agreements to pay for or construct certain improvements; authorizing certain local governments to adopt an alternative transportation system that is mobility-plan and fee-based in certain circumstances; prohibiting an alternative transportation system from imposing responsibility for funding an existing transportation deficiency upon new development; requiring counties and municipalities to create and execute interlocal agreements if a developer is charged a fee for transportation impacts for a new development or redevelopment; providing requirements for such agreements; providing requirements for when such interlocal agreements are not executed by a specified date; authorizing a local government that issues the building permit to collect a fee for transportation impacts under certain circumstances unless otherwise agreed; amending s. 163.31801, F.S.; revising requirements for the calculation of impact fees by certain local governments and special districts; requiring local governments transitioning to alternative transportation systems to provide holders of impact fee credits with full benefit of intensity and density of prepaid credit balances as of a specified date in certain circumstances; amending s. 212.055, F.S.; conforming a cross-reference; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsections (32) through (52) of section 163.3164, Florida Statutes, are renumbered as subsections (34) through (54), respectively, and new subsections (32) and (33) are added to that section, to read:

163.3164 Community Planning Act; definitions.—As used in this act:

(32) "Mobility fee" means a local government fee schedule established by ordinance and based on the projects included in the local government's adopted mobility plan.

(33) "Mobility plan" means an alternative transportation system mobility study developed by using a plan-based methodology and adopted into a local government comprehensive plan that promotes a compact, mixed use, and interconnected development served by a multimodal transportation system in an area that is urban in character, or designated to be urban in character, as defined in s. 171.031.

Section 2. Paragraphs (h) and (i) of subsection (5) of section 163.3180, Florida Statutes, are amended, and paragraph (j) is added to that subsection, to read:

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

163.3180 Concurrency.—

(5)

(h)1. Local governments that continue to implement a transportation concurrency system, whether in the form adopted into the comprehensive plan before the effective date of the Community Planning Act, chapter 2011-139, Laws of Florida, or as subsequently modified, must:

a. Consult with the Department of Transportation when proposed plan amendments affect facilities on the strategic intermodal system.

b. Exempt public transit facilities from concurrency. For the purposes of this sub-subparagraph, public transit facilities include transit stations and terminals; transit station parking; park-and-ride lots; intermodal public transit connection or transfer facilities; fixed bus, guideway, and rail stations; and airport passenger terminals and concourses, air cargo facilities, and hangars for the assembly, manufacture, maintenance, or storage of aircraft. As used in this sub-subparagraph, the terms "terminals" and "transit facilities" do not include seaports or commercial or residential development constructed in conjunction with a public transit facility.

c. Allow an applicant for a development-of-regional-impact development order, development agreement, rezoning, or other land use development permit to satisfy the transportation concurrency requirements of the local comprehensive plan, the local government's concurrency management system, and s. 380.06, when applicable, if:

(I) The applicant in good faith offers to enter into a binding agreement to pay for or construct its proportionate share of required improvements in a manner consistent with this subsection. The agreement must provide that after an applicant makes its contribution or constructs its proportionate share pursuant to this sub-sub-subparagraph, the project shall be considered to have mitigated its transportation impacts and be allowed to proceed if the applicant has satisfied all other local government development requirements for the project.

(II) The proportionate-share contribution or construction is sufficient to accomplish one or more mobility improvements that will benefit a regionally significant transportation facility. A local government may accept contributions from multiple applicants for a planned improvement if it maintains contributions in a separate account designated for that purpose. A local government may not prevent a single applicant from proceeding after the applicant has satisfied its proportionate-share requirement if the applicant has satisfied all other local government development requirements for the project.

d. Provide the basis upon which the landowners will be assessed a proportionate share of the cost addressing the transportation impacts resulting from a proposed development.

CODING: Words stricken are deletions; words underlined are additions.

2. An applicant shall not be held responsible for the additional cost of reducing or eliminating deficiencies. When an applicant contributes or constructs its proportionate share pursuant to this paragraph, a local government may not require payment or construction of transportation facilities whose costs would be greater than a development's proportionate share of the improvements necessary to mitigate the development's impacts.

a. The proportionate-share contribution shall be calculated based upon the number of trips from the proposed development expected to reach roadways during the peak hour from the stage or phase being approved, divided by the change in the peak hour maximum service volume of roadways resulting from construction of an improvement necessary to maintain or achieve the adopted level of service, multiplied by the construction cost, at the time of development payment, of the improvement necessary to maintain or achieve the adopted level of service.

b. In using the proportionate-share formula provided in this subparagraph, the applicant, in its traffic analysis, shall identify those roads or facilities that have a transportation deficiency in accordance with the transportation deficiency as defined in subparagraph 4. The proportionate-share formula provided in this subparagraph shall be applied only to those facilities that are determined to be significantly impacted by the project traffic under review. If any road is determined to be transportation deficient without the project traffic under review, the costs of correcting that deficiency shall be removed from the project's proportionate-share calculation and the necessary transportation improvements to correct that deficiency shall be considered to be in place for purposes of the proportionate-share calculation. The improvement necessary to correct the transportation deficiency is the funding responsibility of the entity that has maintenance responsibility for the facility. The development's proportionate share shall be calculated only for the needed transportation improvements that are greater than the identified deficiency.

c. When the provisions of subparagraph 1. and this subparagraph have been satisfied for a particular stage or phase of development, all transportation impacts from that stage or phase for which mitigation was required and provided shall be deemed fully mitigated in any transportation analysis for a subsequent stage or phase of development. Trips from a previous stage or phase that did not result in impacts for which mitigation was required or provided may be cumulatively analyzed with trips from a subsequent stage or phase to determine whether an impact requires mitigation for the subsequent stage or phase.

d. In projecting the number of trips to be generated by the development under review, any trips assigned to a toll-financed facility shall be eliminated from the analysis.

e. The applicant shall receive a credit on a dollar-for-dollar basis for impact fees, mobility fees, and other transportation concurrency mitigation requirements paid or payable in the future for the project. The credit shall be

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

reduced up to 20 percent by the percentage share that the project's traffic represents of the added capacity of the selected improvement, or by the amount specified by local ordinance, whichever yields the greater credit.

3. This subsection does not require a local government to approve a development that, for reasons other than transportation impacts, is not qualified for approval pursuant to the applicable local comprehensive plan and land development regulations.

4. As used in this subsection, the term "transportation deficiency" means a facility or facilities on which the adopted level-of-service standard is exceeded by the existing, committed, and vested trips, plus additional projected background trips from any source other than the development project under review, and trips that are forecast by established traffic standards, including traffic modeling, consistent with the University of Florida's Bureau of Economic and Business Research medium population projections. Additional projected background trips are to be coincident with the particular stage or phase of development under review.

(i) If a local government elects to repeal transportation concurrency, the local government may ~~it is encouraged to~~ adopt an alternative transportation system that is mobility-plan and fee-based or an alternative transportation system that is not mobility-plan and fee-based. The local government ~~mobility funding system that uses one or more of the tools and techniques identified in paragraph (f). Any alternative mobility funding system adopted~~ may not use an alternative transportation system ~~be used~~ to deny, time, or phase an application for site plan approval, plat approval, final subdivision approval, building permits, or the functional equivalent of such approvals provided that the developer agrees to pay for the development's identified transportation impacts via the funding mechanism implemented by the local government. The revenue from the funding mechanism used in the alternative transportation system must be used to implement the needs of the local government's plan which serves as the basis for the fee imposed. An alternative transportation ~~A mobility fee-based funding~~ system must comply with s. 163.31801 governing impact fees. An alternative transportation system may not impose ~~that is not mobility fee-based shall not be applied in a manner that imposes~~ upon new development any responsibility for funding an existing transportation deficiency as defined in paragraph (h).

(j)1. If a county and municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts.

2. The interlocal agreement must, at a minimum:

a. Ensure that any new development or redevelopment is not charged twice for the same transportation capacity impacts.

b. Establish a plan-based methodology for determining the legally permissible fee to be charged to a new development or redevelopment.

c. Require the county or municipality issuing the building permit to collect the fee, unless agreed to otherwise.

d. Provide a method for the proportionate distribution of the revenue collected by the county or municipality to address the transportation capacity impacts of a new development or redevelopment, or provide a method of assigning responsibility for the mitigation of the transportation capacity impacts belonging to the county and the municipality.

3. By October 1, 2025, if an interlocal agreement is not executed pursuant to this paragraph:

a. The fee charged to a new development or redevelopment shall be based on the transportation capacity impacts apportioned to the county and municipality as identified in the developer's traffic impact study or the mobility plan adopted by the county or municipality.

b. The developer shall receive a 10 percent reduction in the total fee calculated pursuant to sub-subparagraph a.

c. The county or municipality issuing the building permit must collect the fee charged pursuant to sub-subparagraphs a. and b. and distribute the proceeds of such fee to the county and municipality within 60 days after the developer's payment.

4. This paragraph does not apply to:

a. A county as defined in s. 125.011(1).

b. A county or municipality that has entered into, or otherwise updated, an existing interlocal agreement, as of October 1, 2024, to coordinate the mitigation of transportation impacts. However, if such existing interlocal agreement is terminated, the affected county and municipality that have entered into the agreement shall be subject to the requirements of this paragraph unless the county and municipality mutually agree to extend the existing interlocal agreement before the expiration of the agreement.

Section 3. Paragraph (a) of subsection (4), paragraph (a) of subsection (5), and subsection (7) of section 163.31801, Florida Statutes, are amended to read:

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:

(a) Ensure that the calculation of the impact fee is based on a study using the most recent and localized data available within 4 years of the current impact fee update. The new study must be adopted by the local government within 12 months of the initiation of the new impact fee study if the local government increases the impact fee.

(5)(a) Notwithstanding any charter provision, comprehensive plan policy, ordinance, development order, development permit, or resolution, the local government or special district that requires any improvement or contribution must credit against the collection of the impact fee any contribution, whether identified in a development order, proportionate share agreement, or any ~~other~~ form of exaction, related to public facilities or infrastructure, including monetary contributions, land dedication, site planning and design, or construction. Any contribution must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made.

(7) If an impact fee is increased, the holder of any impact fee credits, whether such credits are granted under s. 163.3180, s. 380.06, or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established. If a local government adopts an alternative transportation system pursuant to s. 163.3180(5)(i), the holder of any transportation or road impact fee credits granted under s. 163.3180 or s. 380.06 or otherwise that were in existence before the adoption of the alternative transportation system is entitled to the full benefit of the intensity and density prepaid by the credit balance as of the date the alternative transportation system was first established.

Section 4. Paragraph (d) of subsection (2) of section 212.055, Florida Statutes, is amended to read:

212.055 Discretionary sales surtaxes; legislative intent; authorization and use of proceeds.—It is the legislative intent that any authorization for imposition of a discretionary sales surtax shall be published in the Florida Statutes as a subsection of this section, irrespective of the duration of the levy. Each enactment shall specify the types of counties authorized to levy; the rate or rates which may be imposed; the maximum length of time the surtax may be imposed, if any; the procedure which must be followed to secure voter approval, if required; the purpose for which the proceeds may be expended; and such other requirements as the Legislature may provide. Taxable transactions and administrative procedures shall be as provided in s. 212.054.

(2) LOCAL GOVERNMENT INFRASTRUCTURE SURTAX.—

(d) The proceeds of the surtax authorized by this subsection and any accrued interest shall be expended by the school district, within the county and municipalities within the county, or, in the case of a negotiated joint

county agreement, within another county, to finance, plan, and construct infrastructure; to acquire any interest in land for public recreation, conservation, or protection of natural resources or to prevent or satisfy private property rights claims resulting from limitations imposed by the designation of an area of critical state concern; to provide loans, grants, or rebates to residential or commercial property owners who make energy efficiency improvements to their residential or commercial property, if a local government ordinance authorizing such use is approved by referendum; or to finance the closure of county-owned or municipally owned solid waste landfills that have been closed or are required to be closed by order of the Department of Environmental Protection. Any use of the proceeds or interest for purposes of landfill closure before July 1, 1993, is ratified. The proceeds and any interest may not be used for the operational expenses of infrastructure, except that a county that has a population of fewer than 75,000 and that is required to close a landfill may use the proceeds or interest for long-term maintenance costs associated with landfill closure. Counties, as defined in s. 125.011, and charter counties may, in addition, use the proceeds or interest to retire or service indebtedness incurred for bonds issued before July 1, 1987, for infrastructure purposes, and for bonds subsequently issued to refund such bonds. Any use of the proceeds or interest for purposes of retiring or servicing indebtedness incurred for refunding bonds before July 1, 1999, is ratified.

1. For the purposes of this paragraph, the term "infrastructure" means:

a. Any fixed capital expenditure or fixed capital outlay associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of 5 or more years, any related land acquisition, land improvement, design, and engineering costs, and all other professional and related costs required to bring the public facilities into service. For purposes of this sub-subparagraph, the term "public facilities" means facilities as defined in s. 163.3164(41) ~~s. 163.3164(39)~~, s. 163.3221(13), or s. 189.012(5), and includes facilities that are necessary to carry out governmental purposes, including, but not limited to, fire stations, general governmental office buildings, and animal shelters, regardless of whether the facilities are owned by the local taxing authority or another governmental entity.

b. A fire department vehicle, an emergency medical service vehicle, a sheriff's office vehicle, a police department vehicle, or any other vehicle, and the equipment necessary to outfit the vehicle for its official use or equipment that has a life expectancy of at least 5 years.

c. Any expenditure for the construction, lease, or maintenance of, or provision of utilities or security for, facilities, as defined in s. 29.008.

d. Any fixed capital expenditure or fixed capital outlay associated with the improvement of private facilities that have a life expectancy of 5 or more years and that the owner agrees to make available for use on a temporary basis as needed by a local government as a public emergency shelter or a staging area for emergency response equipment during an emergency

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

officially declared by the state or by the local government under s. 252.38. Such improvements are limited to those necessary to comply with current standards for public emergency evacuation shelters. The owner must enter into a written contract with the local government providing the improvement funding to make the private facility available to the public for purposes of emergency shelter at no cost to the local government for a minimum of 10 years after completion of the improvement, with the provision that the obligation will transfer to any subsequent owner until the end of the minimum period.

e. Any land acquisition expenditure for a residential housing project in which at least 30 percent of the units are affordable to individuals or families whose total annual household income does not exceed 120 percent of the area median income adjusted for household size, if the land is owned by a local government or by a special district that enters into a written agreement with the local government to provide such housing. The local government or special district may enter into a ground lease with a public or private person or entity for nominal or other consideration for the construction of the residential housing project on land acquired pursuant to this sub-subparagraph.

f. Instructional technology used solely in a school district's classrooms. As used in this sub-subparagraph, the term "instructional technology" means an interactive device that assists a teacher in instructing a class or a group of students and includes the necessary hardware and software to operate the interactive device. The term also includes support systems in which an interactive device may mount and is not required to be affixed to the facilities.

2. For the purposes of this paragraph, the term "energy efficiency improvement" means any energy conservation and efficiency improvement that reduces consumption through conservation or a more efficient use of electricity, natural gas, propane, or other forms of energy on the property, including, but not limited to, air sealing; installation of insulation; installation of energy-efficient heating, cooling, or ventilation systems; installation of solar panels; building modifications to increase the use of daylight or shade; replacement of windows; installation of energy controls or energy recovery systems; installation of electric vehicle charging equipment; installation of systems for natural gas fuel as defined in s. 206.9951; and installation of efficient lighting equipment.

3. Notwithstanding any other provision of this subsection, a local government infrastructure surtax imposed or extended after July 1, 1998, may allocate up to 15 percent of the surtax proceeds for deposit into a trust fund within the county's accounts created for the purpose of funding economic development projects having a general public purpose of improving local economies, including the funding of operational costs and incentives related to economic development. The ballot statement must indicate the intention to make an allocation under the authority of this subparagraph.

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Section 5. This act shall take effect October 1, 2024.

Approved by the Governor June 25, 2024.

Filed in Office Secretary of State June 25, 2024.

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APPENDIX C

Impact Fee Act
(Florida Statute Section 163.31801)

Title XI COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS

Chapter 163 INTERGOVERNMENTAL PROGRAMS

SECTION 31801 Impact fees; short title; intent; minimum requirements; audits; challenges.

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(1) This section may be cited as the “Florida Impact Fee Act.”

(2) The Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth. The Legislature further finds that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction. Due to the growth of impact fee collections and local governments’ reliance on impact fees, it is the intent of the Legislature to ensure that, when a county or municipality adopts an impact fee by ordinance or a special district adopts an impact fee by resolution, the governing authority complies with this section.

(3) For purposes of this section, the term:

(a) “Infrastructure” means a fixed capital expenditure or fixed capital outlay, excluding the cost of repairs or maintenance, associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of at least 5 years; related land acquisition, land improvement, design, engineering, and permitting costs; and other related construction costs required to bring the public facility into service. The term also includes a fire department vehicle, an emergency medical service vehicle, a sheriff’s office vehicle, a police department vehicle, a school bus as defined in s. 1006.25, and the equipment necessary to outfit the vehicle or bus for its official use. For independent special fire control districts, the term includes new facilities as defined in s. 191.009(4).

(b) “Public facilities” has the same meaning as in s. 163.3164 and includes emergency medical, fire, and law enforcement facilities.

(4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:

(a) Ensure that the calculation of the impact fee is based on a study using the most recent and localized data available within 4 years of the current impact fee update. The new study must be adopted by the local government within 12 months of the initiation of the new impact fee study if the local government increases the impact fee.

(b) Provide for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund.

(c) Limit administrative charges for the collection of impact fees to actual costs.

(d) Provide notice at least 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A local government is not required to wait 90 days to decrease, suspend, or eliminate an impact fee. Unless the result is to reduce the total mitigation costs or impact fees imposed on an applicant, new or increased impact fees may not apply to current or pending permit applications submitted before the effective date of a new or increased impact fee.

(e) Ensure that collection of the impact fee may not be required to occur earlier than the date of issuance of the building permit for the property that is subject to the fee.

(f) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.

(g) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction.

(h) Specifically earmark funds collected under the impact fee for use in acquiring, constructing, or improving capital facilities to benefit new users.

(i) Ensure that revenues generated by the impact fee are not used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or nonresidential construction.

(5)(a) Notwithstanding any charter provision, comprehensive plan policy, ordinance, development order, development permit, or resolution, the local government or special district that requires any improvement or contribution must credit against the collection of the impact fee any contribution, whether identified in a development order, proportionate share agreement, or any form of exaction related to public facilities or infrastructure, including monetary contributions, land dedication, site planning and design, or construction. Any contribution must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made.

(b) If a local government or special district does not charge and collect an impact fee for the general category or class of public facilities or infrastructure contributed, a credit may not be applied under paragraph (a).

(6) A local government, school district, or special district may increase an impact fee only as provided in this subsection.

(a) An impact fee may be increased only pursuant to a plan for the imposition, collection, and use of the increased impact fees which complies with this section.

(b) An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.

(c) An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.

(d) An impact fee increase may not exceed 50 percent of the current impact fee rate.

(e) An impact fee may not be increased more than once every 4 years.

(f) An impact fee may not be increased retroactively for a previous or current fiscal or calendar year.

(g) A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations established under paragraph (b), paragraph (c), paragraph (d), or paragraph (e) by establishing the need for such increase in full compliance with the requirements of subsection (4), provided the following criteria are met:

1. A demonstrated-need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations.

2. The local government jurisdiction has held not less than two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).

3. The impact fee increase ordinance is approved by at least a two-thirds vote of the governing body.

(h) This subsection operates retroactively to January 1, 2021.

(7) If an impact fee is increased, the holder of any impact fee credits, whether such credits are granted under s. 163.3180, s. 380.06, or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established. If a local government adopts an alternative transportation system pursuant to s. 163.3180(5)(i), the holder of any transportation or road impact fee credits granted under s. 163.3180 or s. 380.06 or otherwise that were in existence before the adoption of the alternative transportation system is entitled to the full benefit of the intensity and density prepaid by the credit balance as of the date the alternative transportation system was first established.

(8) A local government, school district, or special district must submit with its annual financial report required under s. 218.32 or its financial audit report required under s. 218.39 a separate affidavit signed by its chief financial officer or, if there is no chief financial officer, its executive officer attesting, to the best of his or her knowledge, that all impact fees were collected and expended by the local government, school district, or special district, or were collected and expended on its behalf, in full compliance with the spending period provision in the local ordinance or resolution, and that funds expended from each impact fee account were used only to acquire, construct, or improve specific infrastructure needs.

(9) In any action challenging an impact fee or the government’s failure to provide required dollar-for-dollar credits for the payment of impact fees as provided in s. 163.3180(6)(h)2.b., the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee or credit meets the requirements of state legal precedent and this section. The court may not use a deferential standard for the benefit of the government.

(10) Impact fee credits are assignable and transferable at any time after establishment from one development or parcel to any other that is within the same impact fee zone or impact fee district or that is within an adjoining impact fee zone or impact fee district within the same local government jurisdiction and which receives benefits from the improvement or contribution that generated the credits. This subsection applies to all impact fee credits regardless of whether the credits were established before or after June 4, 2021.

(11) A county, municipality, or special district may provide an exception or waiver for an impact fee for the development or construction of housing that is affordable, as defined in s. 420.9071. If a county, municipality, or special district provides such an exception or waiver, it is not required to use any revenues to offset the impact.

(12) This section does not apply to water and sewer connection fees.

(13) In addition to the items that must be reported in the annual financial reports under s. 218.32, a local government, school district, or special district must report all of the following information on all impact fees charged:

(a) The specific purpose of the impact fee, including the specific infrastructure needs to be met, including, but not limited to, transportation, parks, water, sewer, and schools.

(b) The impact fee schedule policy describing the method of calculating impact fees, such as flat fees, tiered scales based on number of bedrooms, or tiered scales based on square footage.

(c) The amount assessed for each purpose and for each type of dwelling.

(d) The total amount of impact fees charged by type of dwelling.

(e) Each exception and waiver provided for construction or development of housing that is affordable.

History.—s. 9, ch. 2006-218; s. 1, ch. 2009-49; s. 5, ch. 2009-96; s. 5, ch. 2011-14; s. 1, ch. 2011-149; s. 1, ch. 2019-106; s. 5, ch. 2019-165; s. 5, ch. 2020-27; s. 1, ch. 2020-58; ss. 1, 2, ch. 2021-63; s. 3, ch. 2024-2

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APPENDIX D

Traffic Characteristics Data

APPENDIX D: TRAFFIC CHARACTERISTICS REPORT																					
LIMITS, CLASSIFICATION, OWNERSHIP								ROADWAY CHARACTERISTICS									AADT & VEHICLE MILES OF TRAVEL (VMT)				
STREET NAME	FROM STREET	TO STREET	FUNCTIONAL CLASSIFICATION	OWNERSHIP ENTITY	COMPLETE STREET CONTEXT CLASSIFICATION	WITHIN CITY LIMITS	LOCATION RELATIVE TO INTERSTATE 95 (EAST OR WEST)	NUMBER OF TRAVEL LANES	SPEED LIMIT	LENGTH (MILES)	LANE MILES	LOS STANDARD	AADT	DAILY CAPACITY	YEAR OF AADT COUNT	GROWTH FACTOR	2024 AADT	2024 VMT	2024 VMC	2045 AADT	2045 VMT
BOYNTON BCH BLVD (SR 804)	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR ARTERIAL	STATE	C5	YES	EAST	4	35	0.38	1.52	D	19,300	42,130	2023	1.54%	19,600	7,450	16,010	27,020	10,270
BOYNTON BCH BLVD (SR 804)	SEACREST BLVD	INTERSTATE 95	PRINCIPAL ARTERIAL	STATE	C4	YES	EAST	4	35	0.54	2.16	D	31,500	36,100	2023	1.54%	31,990	17,270	19,490	44,100	23,810
BOYNTON BCH BLVD (SR 804)	INTERSTATE 95	SW 8TH ST	PRINCIPAL ARTERIAL	STATE	C4	YES	WEST	6	35	0.40	2.40	D	52,000	56,800	2023	1.54%	52,800	21,120	22,720	72,780	29,110
BOYNTON BCH BLVD (SR 804)	SW 8TH ST	CONGRESS AVE	PRINCIPAL ARTERIAL	STATE	C3C	YES	WEST	6	40	0.69	4.14	D	37,000	59,900	2023	1.54%	37,570	25,920	41,330	51,790	35,740
BOYNTON BCH BLVD (SR 804)	CONGRESS AVE	WINCHESTER PARK BLVD	PRINCIPAL ARTERIAL	STATE	C3C	YES	WEST	6	40	0.19	1.14	D	43,500	59,900	2023	1.54%	44,170	8,390	11,380	60,880	11,570
BOYNTON BCH BLVD (SR 804)	WINCHESTER PARK BLVD	KNUTH RD	PRINCIPAL ARTERIAL	STATE	C3C	YES	WEST	6	45	0.30	1.80	D	43,500	59,900	2023	1.54%	44,170	13,250	17,970	60,880	18,260
CAMPANELLIE BLVD	SW 18TH STREET	SW 23RD AVENUE	MINOR COLLECTOR	CITY	C4	Yes	WEST	2	25	0.30	0.60	D	3,300	6,840	2023	1.54%	3,350	1,010	2,050	4,620	1,390
CONGRESS AVE	HYPOLUXO RD	MINER RD	PRINCIPAL ARTERIAL	COUNTY	C3C	YES	WEST	6	45	1.04	6.24	D	30,500	59,510	2023	1.54%	30,970	32,210	61,890	42,690	44,400
CONGRESS AVE	MINER RD	GATEWAY BLVD	PRINCIPAL ARTERIAL	COUNTY	C3C	YES	WEST	6	45	0.73	4.38	D	30,500	59,510	2023	1.54%	30,970	22,610	43,440	42,690	31,160
CONGRESS AVE	GATEWAY BLVD	OLD BOYNTON RD	PRINCIPAL ARTERIAL	COUNTY	C3C	YES	WEST	6	45	1.02	6.12	D	40,500	59,510	2023	1.54%	41,120	41,940	60,700	56,680	57,810
CONGRESS AVE	OLD BOYNTON RD	BOYNTON BCH BLVD (SR 804)	PRINCIPAL ARTERIAL	COUNTY	C3C	YES	WEST	6	45	0.28	1.68	D	39,500	59,510	2023	1.54%	40,110	11,230	16,660	55,290	15,480
CONGRESS AVE	BOYNTON BCH BLVD (SR 804)	WOOLBRIGHT RD	PRINCIPAL ARTERIAL	COUNTY	C3C	YES	WEST	6	45	1.00	6.00	D	33,500	59,510	2023	1.54%	34,020	34,020	59,510	46,890	46,890
CONGRESS AVE	WOOLBRIGHT RD	SW 23 AVE / GOLF RD	PRINCIPAL ARTERIAL	COUNTY	C3C	YES	WEST	6	45	0.45	2.70	D	39,500	59,510	2023	1.54%	40,110	18,050	26,780	55,290	24,880
CONGRESS AVE	SW 23 AVE / GOLF RD	SUMMIT DR	PRINCIPAL ARTERIAL	COUNTY	C3C	YES	WEST	6	45	1.38	8.28	D	39,000	59,510	2023	1.54%	39,600	54,650	82,120	54,590	75,330
FEDERAL HWY (US 1)	HYPOLUXO RD	MINER RD	MINOR ARTERIAL	STATE	C3C	NO	EAST	4	40	1.00	4.00	D	18,100	40,260	2023	1.54%	18,380	18,380	40,260	25,340	25,340
FEDERAL HWY (US 1)	MINER RD	GATEWAY BLVD	MINOR ARTERIAL	STATE	C3C	PARTIALLY	EAST	4	40	0.59	2.36	D	18,100	40,260	2023	1.54%	18,380	10,840	23,750	25,340	14,950
FEDERAL HWY (US 1)	GATEWAY BLVD	MLK JR BLVD (NE 10TH AVE)	MINOR ARTERIAL	STATE	C5	YES	EAST	4	35	0.91	3.64	D	18,100	42,130	2023	1.54%	18,380	16,730	38,340	25,340	23,060
FEDERAL HWY (US 1)	MLK JR BLVD (NE 10TH AVE)	BOYNTON BCH BLVD (SR 804)	MINOR ARTERIAL	STATE	C5	YES	EAST	4	35	0.50	2.00	D	18,100	42,130	2023	1.54%	18,380	9,190	21,070	25,340	12,670
FEDERAL HWY (US 1)	BOYNTON BCH BLVD (SR 804)	OCEAN AVE	MINOR ARTERIAL	STATE	C5	YES	EAST	4	35	0.12	0.48	D	22,500	42,130	2023	1.54%	22,850	2,740	5,060	31,500	3,780
FEDERAL HWY (US 1)	OCEAN AVE	WOOLBRIGHT RD	MINOR ARTERIAL	STATE	C5	YES	EAST	4	35	0.87	3.48	D	22,500	42,130	2023	1.54%	22,850	19,880	36,650	31,500	27,410
FEDERAL HWY (US 1)	WOOLBRIGHT RD	SE 23RD AVE	MINOR ARTERIAL	STATE	C5	YES	EAST	4	35	0.49	1.96	D	28,500	42,130	2023	1.54%	28,940	14,180	20,640	39,890	19,550
FEDERAL HWY (US 1)	SE 23RD AVE	OLD DIXIE HWY	MINOR ARTERIAL	STATE	C5	YES	EAST	4	35	0.45	1.80	D	28,500	42,130	2023	1.54%	28,940	13,020	18,960	39,890	17,950
FEDERAL HWY (US 1)	OLD DIXIE HWY	GULFSTREAM BLVD	MINOR ARTERIAL	STATE	C3C	YES	EAST	4	40	0.68	2.72	D	28,500	40,260	2023	1.54%	28,940	19,680	27,380	39,890	27,130
GATEWAY BLVD	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR ARTERIAL	CITY	C4	YES	EAST	3	30	0.72	2.16	D	28,000	26,400	2023	1.54%	28,430	20,470	19,010	39,190	28,220
GATEWAY BLVD	SEACREST BLVD	INTERSTATE 95	MINOR ARTERIAL	CITY	C4	YES	EAST	4	35	0.17	0.68	D	28,000	30,890	2023	1.54%	28,430	4,830	5,250	39,190	6,660
GATEWAY BLVD	INTERSTATE 95	HIGH RIDGE RD	MINOR ARTERIAL	CITY	C3C	YES	WEST	6	45	0.18	1.08	D	54,000	59,510	2023	1.54%	54,830	9,870	10,710	75,580	13,600
GATEWAY BLVD	HIGH RIDGE RD	QUANTUM BLVD	MINOR ARTERIAL	CITY	C3C	YES	WEST	6	45	0.56	3.36	D	38,500	59,510	2023	1.54%	39,090	21,890	33,330	53,880	30,170
GATEWAY BLVD	QUANTUM BLVD	CONGRESS AVE	MINOR ARTERIAL	CITY	C3C	YES	WEST	6	45	0.63	3.78	D	38,500	59,510	2023	1.54%	39,090	24,630	37,490	53,880	33,940
GULFSTREAM BLVD	FEDERAL HWY (US 1)	OLD DIXIE HWY	MAJOR COLLECTOR	CITY	C4	YES	EAST	2	30	0.13	0.26	D	6,600	11,150	2023	1.54%	6,700	870	1,450	9,240	1,200
GULFSTREAM BLVD	OLD DIXIE HWY	SEACREST BLVD	MAJOR COLLECTOR	CITY	C4	YES	EAST	2	30	0.37	0.74	D	6,600	11,150	2023	1.54%	6,700	2,480	4,130	9,240	3,420
HIGH RIDGE RD	HYPOLUXO RD	MINER RD	MAJOR COLLECTOR	COUNTY	C4	PARTIALLY	WEST	2	30	1.00	2.00	D	7,100	11,150	2023	1.54%	7,210	7,210	11,150	9,940	9,940
HIGH RIDGE RD	MINER RD	NW 25TH AVE	MAJOR COLLECTOR	CITY	C4	YES	WEST	2	30	0.28	0.56	D	12,600	11,150	2023	1.54%	12,790	3,580	3,120	17,630	4,940
HIGH RIDGE RD	NW 25TH AVE	GATEWAY BLVD	MAJOR COLLECTOR	CITY	C4	YES	WEST	4	30	0.28	1.12	D	12,600	26,470	2023	1.54%	12,790	3,580	7,410	17,630	4,940
HIGH RIDGE RD	GATEWAY BLVD	PARK RIDGE BLVD	MINOR COLLECTOR	CITY	C4	YES	WEST	4	30	0.63	2.52	D	14,710	26,470	2024	1.54%	14,710	9,270	16,680	20,280	12,780

APPENDIX D: TRAFFIC CHARACTERISTICS REPORT																				
LIMITS, CLASSIFICATION, OWNERSHIP								ROADWAY CHARACTERISTICS									AADT & VEHICLE MILES OF TRAVEL (VMT)				
STREET NAME	FROM STREET	TO STREET	FUNCTIONAL CLASSIFICATION	OWNERSHIP ENTITY	COMPLETE STREET CONTEXT CLASSIFICATION	WITHIN CITY LIMITS	LOCATION RELATIVE TO INTERSTATE 95 (EAST OR WEST)	NUMBER OF TRAVEL LANES	SPEED LIMIT	LENGTH (MILES)	LANE MILES	LOS STANDARD	AADT	DAILY CAPACITY	YEAR OF AADT COUNT	GROWTH FACTOR	2024 AADT	2024 VMT	2024 VMC	2045 AADT	2045 VMT
HYPOLUXO ROAD	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR ARTERIAL	COUNTY	C3C	NO	EAST	4	40	0.78	3.12	D	15,600	40,260	2023	1.54%	15,840	12,360	31,400	21,830	17,030
HYPOLUXO ROAD	SEACREST BLVD	INTERSTATE 95	MINOR ARTERIAL	COUNTY	C3C	NO	EAST	4	40	0.26	1.04	D	42,500	40,260	2023	1.54%	43,150	11,220	10,470	59,480	15,460
HYPOLUXO ROAD	INTERSTATE 95	CONGRESS AVE	MINOR ARTERIAL	COUNTY	C3C	PARTIALLY	WEST	6	45	1.20	7.20	D	47,500	59,510	2023	1.54%	48,230	57,880	71,410	66,480	79,780
INTERSTATE 95	LANTANA RD	HYPOLUXO RD	PRINCIPAL ARTERIAL-LA	STATE	LA	PARTIALLY	N/A	10	65	1.04	10.40	D	249,000	203,600	2023	0.21%	249,520	259,500	211,744	260,760	271,190
INTERSTATE 95	CITY LIMITS	GATEWAY BLVD	PRINCIPAL ARTERIAL-LA	STATE	LA	PARTIALLY	N/A	10	65	0.97	9.70	D	249,000	203,600	2023	0.21%	249,520	242,030	197,492	260,760	396,360
INTERSTATE 95	GATEWAY BLVD	BOYNTON BCH BLVD (SR 804)	PRINCIPAL ARTERIAL-LA	STATE	LA	YES	N/A	10	65	1.51	15.10	D	247,000	203,600	2023	0.21%	247,520	373,760	307,436	258,670	390,590
INTERSTATE 95	BOYNTON BCH BLVD (SR 804)	WOOLBRIGHT RD	PRINCIPAL ARTERIAL-LA	STATE	LA	YES	N/A	10	65	0.99	9.90	D	239,000	203,600	2023	0.21%	239,500	237,110	201,564	250,290	247,790
INTERSTATE 95	WOOLBRIGHT RD	WEST ATLANTIC AVE (SR 806)	PRINCIPAL ARTERIAL-LA	STATE	LA	PARTIALLY	N/A	10	65	3.84	38.40	D	214,351	203,600	2023	0.21%	214,800	824,830	781,824	224,470	861,960
MINER RD	FEDERAL HWY (US 1)	SEACREST BLVD	MAJOR COLLECTOR	COUNTY	C4	PARTIALLY	WEST	2	30	0.75	1.50	D	4,700	11,150	2023	1.54%	4,770	3,580	8,360	6,580	4,940
MINER RD	HIGH RIDGE RD	CONGRESS AVE	MAJOR COLLECTOR	COUNTY	C3R	YES	WEST	2	45	0.95	1.90	D	8,700	22,400	2023	1.54%	8,830	8,390	21,280	12,170	11,560
MLK JR BLVD (NE 10TH AVE)	FEDERAL HWY (US 1)	SEACREST BLVD	MAJOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.41	0.82	D	2,500	6,840	2023	1.54%	2,540	1,040	2,800	3,500	1,440
MLK JR BLVD (NW 10TH AVE)	SEACREST BLVD	NW 5TH AVE	MINOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.50	1.00	D	1,760	6,840	2023	1.54%	1,790	900	3,420	2,470	1,240
N OCEAN BLVD (A1A)	WOOLBRIGHT RD	GOLFVIEW DR	MAJOR COLLECTOR	STATE	C4	PARTIALLY	EAST	2	35	1.61	3.22	D	7,400	6,840	2023	1.54%	7,510	12,090	11,010	10,350	16,660
NE 6TH AVE	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.36	0.72	D	5,900	6,840	2024	1.54%	5,900	2,120	2,460	8,130	2,930
NW 6TH AVE	SEACREST BLVD	NW 5TH STREET	MINOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.40	0.80	D	1,570	6,840	2022	1.54%	1,570	630	2,740	2,160	860
NE 15TH AVE	FEDERAL HWY (US 1)	SEACREST BLVD (VIA NE 16th AVENUE)	MINOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.61	1.22	D	11,880	12,320	2024	1.54%	11,880	7,250	7,520	16,380	9,990
OCEAN AVE	HWY A1A	FEDERAL HWY (US 1)	MINOR ARTERIAL	STATE	C5	PARTIALLY	EAST	2	30	0.60	1.20	D	7,500	13,900	2023	1.54%	7,620	4,570	8,340	10,500	6,300
OCEAN AVE	FEDERAL HWY (US 1)	SEACREST BLVD	MAJOR COLLECTOR	CITY	C5	YES	EAST	2	25	0.37	0.74	D	8,800	13,900	2023	1.54%	8,940	3,310	5,140	12,320	4,560
OCEAN AVE	SEACREST BLVD	SW 4TH STREET	MINOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.47	0.94	D	8,660	12,320	2024	1.54%	8,660	4,070	5,790	11,940	5,610
OCEAN DR	SW 6TH STREET	SW 8TH STREET	MINOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.34	0.68	D	3,100	6,840	2022	1.54%	3,200	1,090	2,330	4,410	1,500
OCEAN DR	SW 8TH STREET	CONGRESS AVE	MINOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.69	1.38	D	3,100	6,840	2022	1.54%	3,200	2,210	4,720	4,410	3,040
OLD BOYNTON RD	BOYNTON BCH BLVD (SR 804)	RENAISSANCE COMMONS BLVD	MAJOR COLLECTOR	COUNTY	C3C	YES	WEST	2	30	0.57	1.14	D	18,700	13,740	2023	1.54%	18,990	10,820	7,830	26,180	14,920
OLD BOYNTON RD	RENAISSANCE COMMONS BLVD	CONGRESS AVE	MAJOR COLLECTOR	COUNTY	C3C	YES	WEST	4	40	0.23	0.92	D	18,700	40,260	2023	1.54%	18,990	4,370	9,260	26,180	6,020
OLD BOYNTON RD	CONGRESS AVE	WINCHESTER PARK BLVD	MAJOR COLLECTOR	COUNTY	C3C	YES	WEST	4	40	0.17	0.68	D	18,700	40,260	2023	1.54%	18,990	3,230	6,840	26,180	4,450
OLD BOYNTON RD	WINCHESTER PARK BLVD	KNUTH RD	MAJOR COLLECTOR	COUNTY	C3C	YES	WEST	4	40	0.31	1.24	D	18,700	40,260	2023	1.54%	18,990	5,890	12,480	26,180	8,120
OLD DIXIE HWY	FEDERAL HWY (US 1)	GULFSTREAM BLVD	MINOR COLLECTOR	CITY	C4	YES	EAST	2	30	0.78	1.56	D	4,330	8,210	2024	1.54%	4,330	3,380	6,400	5,970	4,660
PARK RIDGE BLVD	HIGH RIDGE RD	ALPHA DR	MINOR COLLECTOR	CITY	C4	YES	WEST	4	30	0.40	1.60	D	14,710	26,470	2024	1.54%	14,710	5,880	10,590	20,280	8,110
QUANTUM BLVD	GATEWAY BLVD	CONGRESS AVE	MINOR COLLECTOR	CITY	C4	YES	WEST	4	30	1.20	4.80	D	6,850	26,470	2024	1.54%	6,850	8,220	31,760	9,440	11,330
RENAISSANCE COMMONS BLVD	GATEWAY BLVD	OLD BOYNTON RD	MINOR COLLECTOR	CITY	C4	YES	WEST	4	30	1.10	4.40	D	15,500	26,470	2023	1.54%	15,740	17,310	29,120	21,700	23,870
SE 1ST STREET	BOYNTON BEACH BLVD	WOOLBRIGHT RD	MINOR COLLECTOR	CITY	C4	YES	EAST	2	25	1.00	2.00	D	5,990	6,840	2024	1.54%	5,990	5,990	6,840	8,260	8,260
SE 4TH STREET	BOYNTON BEACH BLVD	SE 12TH AVENUE	MAJOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.80	1.60	D	7,600	6,840	2024	1.54%	7,600	6,080	5,470	10,480	8,380
SE 5TH AVENUE	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.37	0.74	D	5,380	6,840	2024	1.54%	5,380	1,990	2,530	7,420	2,750
SE 12TH AVENUE	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.31	0.62	D	7,840	6,840	2024	1.54%	7,840	2,430	2,120	10,810	3,350
SE 23RD AVENUE	FEDERAL HWY (US 1)	SEACREST BLVD	MAJOR COLLECTOR	COUNTY	C4	YES	EAST	2	30	0.42	0.84	D	8,900	16,720	2023	1.54%	9,040	3,800	7,020	12,460	5,230
SW 23RD AVENUE	SEACREST BLVD	INTERSTATE 95	MAJOR COLLECTOR	COUNTY	C4	YES	EAST	2	35	0.50	1.00	D	14,000	16,720	2023	1.54%	14,220	7,110	8,360	19,600	9,800
SW 23RD AVENUE	INTERSTATE 95	CONGRESS AVE	MAJOR COLLECTOR	COUNTY	C4	YES	WEST	2	35	0.98	1.96	D	15,200	16,720	2023	1.54%	15,430	15,120	16,390	21,270	20,840

APPENDIX D: TRAFFIC CHARACTERISTICS REPORT																				
LIMITS, CLASSIFICATION, OWNERSHIP								ROADWAY CHARACTERISTICS									AADT & VEHICLE MILES OF TRAVEL (VMT)				
STREET NAME	FROM STREET	TO STREET	FUNCTIONAL CLASSIFICATION	OWNERSHIP ENTITY	COMPLETE STREET CONTEXT CLASSIFICATION	WITHIN CITY LIMITS	LOCATION RELATIVE TO INTERSTATE 95 (EAST OR WEST)	NUMBER OF TRAVEL LANES	SPEED LIMIT	LENGTH (MILES)	LANE MILES	LOS STANDARD	AADT	DAILY CAPACITY	YEAR OF AADT COUNT	GROWTH FACTOR	2024 AADT	2024 VMT	2024 VMC	2045 AADT	2045 VMT
SEACREST BLVD	HYPOLUXO RD	MENTONE RD	MAJOR COLLECTOR	COUNTY	C3R	NO	EAST	4	40	0.50	2.00	D	13,600	37,300	2023	1.54%	13,810	6,910	18,650	19,040	9,520
SEACREST BLVD	MENTONE RD	GATEWAY BLVD	MAJOR COLLECTOR	COUNTY	C4	YES	EAST	4	35	1.00	4.00	D	13,600	30,890	2023	1.54%	13,810	13,810	30,890	19,040	19,040
SEACREST BLVD	GATEWAY BLVD	MLK JR BLVD (NE 10TH AVE)	MAJOR COLLECTOR	COUNTY	C4	YES	EAST	4	35	1.05	4.20	D	13,600	30,890	2023	1.54%	13,810	14,500	32,430	19,040	19,990
SEACREST BLVD	MLK JR BLVD (NE 10TH AVE)	BOYNTON BCH BLVD (SR 804)	MAJOR COLLECTOR	COUNTY	C4	YES	EAST	4	35	0.50	2.00	D	13,000	30,890	2023	1.54%	13,200	6,600	15,450	18,200	9,100
SEACREST BLVD	BOYNTON BCH BLVD (SR 804)	WOOLBRIGHT RD	MAJOR COLLECTOR	COUNTY	C3R	YES	EAST	4	40	1.00	4.00	D	12,400	37,300	2023	1.54%	12,590	12,590	37,300	17,350	17,350
SEACREST BLVD	WOOLBRIGHT RD	SE 23RD AVE	MAJOR COLLECTOR	COUNTY	C3R	YES	EAST	4	40	0.53	2.12	D	19,300	37,300	2023	1.54%	19,600	10,390	19,770	27,020	14,320
SEACREST BLVD	SE 23RD AVE	GULFSTREAM BLVD	MAJOR COLLECTOR	COUNTY	C3R	YES	EAST	2	40	1.17	2.34	D	19,300	22,400	2023	1.54%	19,600	22,930	26,210	27,020	31,610
SW 8TH STREET	BOYNTON BCH BLVD (SR 804)	OCEAN DR	MAJOR COLLECTOR	CITY	C4	YES	WEST	2	25	0.28	0.56	D	8,900	9,290	2023	1.54%	9,040	2,530	2,600	12,460	3,490
SW 8TH STREET	OCEAN DR	NEWLAKE DRIVE	MAJOR COLLECTOR	CITY	C4	YES	WEST	2	30	0.37	0.74	D	8,900	11,150	2023	1.54%	9,040	3,340	4,130	12,460	4,610
SW 8TH STREET	NEWLAKE DRIVE	WOOLBRIGHT RD	MAJOR COLLECTOR	CITY	C4	YES	WEST	4	30	0.37	1.48	D	8,900	26,470	2023	1.54%	9,040	3,340	9,790	12,460	4,610
SW 11TH STREET	SW 23RD AVENUE	SW 28TH AVENUE	MINOR COLLECTOR	CITY	C4	YES	WEST	2	25	0.47	0.94	D	1,520	6,840	2021	1.54%	1,590	750	3,210	2,190	1,030
SW 18TH STREET	OCEAN DR	WOOLBRIGHT RD	MINOR COLLECTOR	CITY	C4	YES	WEST	2	25	0.84	1.68	D	3,440	6,840	2021	1.54%	3,600	3,020	5,750	4,960	4,170
SW 18TH STREET	WOOLBRIGHT RD	SW 23RD AVENUE	MINOR COLLECTOR	CITY	C4	YES	WEST	2	25	0.56	1.12	D	2,390	6,840	2021	1.54%	2,500	1,400	3,830	3,450	1,930
SW 22ND STREET	SW CONGRESS BLVD	WOOLBRIGHT RD	MINOR COLLECTOR	CITY	C4	YES	WEST	2	25	0.26	0.52	D	1,210	6,840	2022	1.54%	1,250	330	1,780	1,720	450
SW 22ND STREET	WOOLBRIGHT RD	SW 19TH AVENUE	MINOR COLLECTOR	CITY	C4	YES	WEST	2	25	0.18	0.36	D	1,210	6,840	2022	1.54%	1,250	230	1,230	1,720	310
SW 27TH AVENUE	SW 11TH STREET	CONGRESS AVE	MINOR COLLECTOR	CITY	C4	YES	WEST	2	25	0.46	0.92	D	1,420	6,840	2021	1.54%	1,490	690	3,150	2,050	940
SW CONGRESS BLVD	SW 18TH STREET	CONGRESS AVE	MINOR COLLECTOR	CITY	C4	YES	WEST	2	25	0.45	0.90	D	3,000	6,840	2022	1.54%	3,090	1,390	3,080	4,260	1,920
WINCHESTER PARK BLVD	OLD BOYNTON RD	BOYNTON BCH BLVD (SR 804)	MAJOR COLLECTOR	CITY	C4	YES	WEST	4	25	0.29	1.16	D	7,500	22,060	2023	1.54%	7,620	2,210	6,400	10,500	3,050
WOOLBRIGHT RD	OCEAN BLVD (SR A1A)	FEDERAL HWY (US 1)	PRINCIPAL ARTERIAL	COUNTY	C4	YES	EAST	2	30	0.39	0.78	D	11,200	11,730	2023	1.54%	11,370	4,430	4,570	15,670	6,110
WOOLBRIGHT RD	FEDERAL HWY (US 1)	SEACREST BLVD	PRINCIPAL ARTERIAL	COUNTY	C4	YES	EAST	4	35	0.30	1.20	D	41,500	30,890	2023	1.54%	42,140	12,640	9,270	58,090	17,430
WOOLBRIGHT RD	SEACREST BLVD	INTERSTATE 95	PRINCIPAL ARTERIAL	COUNTY	C3C	YES	EAST	4	40	0.52	2.08	D	41,500	40,260	2023	1.54%	42,140	21,910	20,940	58,090	30,210
WOOLBRIGHT RD	INTERSTATE 95	SW 8TH STREET	PRINCIPAL ARTERIAL	COUNTY	C3C	YES	WEST	6	40	0.31	1.86	D	46,500	59,510	2023	1.54%	47,220	14,640	18,450	65,090	20,180
WOOLBRIGHT RD	SW 8TH STREET	CONGRESS AVE	PRINCIPAL ARTERIAL	COUNTY	C3C	YES	WEST	6	40	0.81	4.86	D	46,500	59,510	2023	1.54%	47,220	38,250	48,200	65,090	52,720

Source: Traffic data provided by Florida Department of Transportation & Palm Beach County Transportation Planning Authority (TPA). LOS Standards based on adopted Comprehensive Plan. Daily Capacity based on 2023 FDOT Generalized Tables. Growth Factors based on Southest Florida Regional Planning Model (SEFRPM 8.541). 2024 AADT projected from base year of traffic count multiplied by the annual growth factor. VMT is length x AADT. VMC is length x Daily Capacity. 2045 AADT and VMT derived by applying growth rates.

APPENDIX E

2022 National Household Travel Survey Data

APPENDIX E: NATIONAL HOUSEHOLD TRAVEL SURVEY (NHTS)									
TRIP PURPOSE	PERSON TRIPS (PT)	PERSON TRIP FACTOR (PTf)	PERSON MILES OF TRAVEL (PMT)	PERSON MILES OF TRAVEL FACTOR (PMTf)	PERSON TRIP LENGTH (PTL)	VEHICLE TRIPS (VT)	VEHICLE MILES OF TRAVEL (VMT)	VEHICLE TRIP LENGTH (VTL)	VEHICLE OCCUPANCY (VO)
HOME	4,077,137,371	1.76	14,428,511,809	1.61	3.54	2,318,432,298	8,951,468,620	3.86	1.23
WORK	829,551,714	1.24	3,859,401,570	1.21	4.65	669,398,667	3,191,471,272	4.77	1.11
PERSONAL ERRANDS	1,018,647,973	1.45	3,218,551,536	1.24	3.16	703,125,550	2,590,454,329	3.68	1.57
COMMUNITY SERVING	252,365,235	2.34	820,564,285	1.44	3.25	107,818,479	570,008,450	5.29	1.57
SOCIAL / VACATION	209,800,739	1.32	1,033,841,034	1.20	4.93	159,336,722	862,405,831	5.41	1.52
SCHOOL	658,554,219	1.81	2,649,750,312	1.63	4.02	364,002,693	1,625,257,763	4.46	2.00
FAMILY CARE	2,740,356	1.90	2,920,889	1.67	1.07	1,445,879	1,745,896	1.21	2.00
MEDICAL / DENTAL	152,290,768	1.46	662,636,101	1.56	4.35	104,166,442	424,864,716	4.08	1.50
BUY MEALS	958,185,039	1.72	3,710,458,427	1.76	3.87	558,210,377	2,110,268,492	3.78	1.69
BUY GOODS	1,390,485,743	1.60	3,507,160,102	1.30	2.52	868,404,607	2,704,766,279	3.11	1.34
EXERCISE	805,437,552	4.70	1,936,604,261	3.06	2.40	171,343,231	633,223,364	3.70	1.21
RECREATION / ENTERTAINMENT	308,243,856	3.11	1,289,631,495	2.63	4.18	98,995,142	491,099,949	4.96	2.13
TOTAL	10,663,440,566	1.74	37,120,031,823	1.54	3.48	6,124,680,087	24,157,034,960	3.94	2.13

Source: 2022 National Household Travel Survey (NHTS). Summary of Trip Purpose for South Atlantic MSA/CMSA with more than 1 million population and heavy rail. Average of trips based on trip lengths of 10 Miles or Less.

APPENDIX F

Street Plan

APPENDIX F: STREETS PLAN

Project ID	Street	From	To	Length (Miles)	Project Type (Streets Plan Map)	Construction / Maintenance Entity	Project Description	Planning Level Cost (PLC)	Reasonably Anticipated Funding (AF)	Attributable Planning Level Cost (PLCa)	Attributable Person Miles of Capacity (PMCa)	PLC & PMC Notes	Funding Source	Timeframe
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.														
800	NE 1st Avenue	NE 3rd Street	NE 1st Street	0.09	Walking & Streetscape Enhancement	City / Developer	Widen existing sidewalks (8' to 15' wide) and add streetscape enhancements. Portions of improvements will occur along with adjacent development. City may amend land development regulations (LDRs) to develop standards.	$945,000		$945,000	1,080	5		2025 to 2035
805		NE 1st Street	Seacrest Blvd	0.12				$1,260,000	$630,000	$630,000	720	5	50% by adjacent development	2025 to 2035
810	SE 1st Avenue	SE 3rd Street	SE 1st Street	0.09	Curbless Shared Street	City / Developer	Upgrade existing street to a curbless shared street with streetscape enhancements.	$1,575,000		$1,575,000	2,655	10		2025 to 2035
815		SE 1st Street	Seacrest Blvd	0.13	Walking & Streetscape Enhancement	City / Developer	Widen existing sidewalks (8' to 15' wide) and add streetscape enhancements. Portions of improvements will occur along with adjacent development. City may amend land development regulations (LDRs) to develop standards.	$1,365,000	$682,500	$682,500	780	5	50% by adjacent development	2025 to 2035
820	NE 1st Street	Boynton Beach Blvd	NE 1st Avenue	0.06	Walking & Streetscape Enhancement	City / Developer	Widen existing sidewalks (8' to 15' wide) and add streetscape enhancements. Project is currently slated for improvement via adjacent land uses. Improvement provides multimodal alternative parallel to Seacrest Blvd and is extension of NE 1st MMC north of Boynton Beach Blvd. Alternative is development approved plans.	$630,000	$315,000	$315,000	360	5	50% by adjacent development	2025 to 2035
825		NE 1st Avenue	E. Ocean Avenue	0.06	Curbless Shared Street	City / Developer	Upgrade existing street to a curbless shared street with streetscape enhancements. Improvement provides multimodal alternative parallel to Seacrest Blvd and is extension of NE 1st MMC north of Boynton Beach Blvd.	$1,050,000		$1,050,000	1,770	10		2025 to 2035
830	SE 1st Street	E. Ocean Avenue	SE 1st Avenue	0.06	Curbless Shared Street	City / Developer	Upgrade existing street to a curbless shared street with streetscape enhancements. Improvement provides multimodal alternative parallel to Seacrest Blvd and is extension of NE 1st MMC north of Boynton Beach Blvd.	$1,050,000		$1,050,000	1,770	10		2025 to 2035
835		SE 1st Avenue	SE 2nd Avenue	0.06	Walking & Streetscape Enhancement	City / Developer	Widen existing sidewalks (8' to 15' wide) and add streetscape enhancements. Project is currently funded. Improvement provides multimodal alternative parallel to Seacrest Blvd and is extension of NE 1st MMC north of Boynton Beach Blvd.	$630,000	$315,000	$315,000	360	5	50% by adjacent development	2025 to 2035
840	SE 2nd Avenue	Federal Hwy (US 1)	SE 4th Street	0.08	Walking & Streetscape Enhancement	City / Developer	Widen existing sidewalks (8' to 15' wide) and add streetscape enhancements. Portions of improvements will occur along with adjacent development. City may amend land development regulations (LDRs) to develop standards.	$840,000		$840,000	960	5		2025 to 2035
845		SE 3rd Street	SE 1st Street	0.08				$840,000		$840,000	960	5		2025 to 2035
850		SE 1st Street	Seacrest Blvd	0.12				$1,260,000	$630,000	$630,000	720	5	50% by adjacent development	2025 to 2035
855	N/S East 3rd Street	Boynton Beach Blvd	E. Ocean Avenue	0.12	Walking & Streetscape Enhancement	City / Developer	Widen existing sidewalks (8' to 15' wide) and add streetscape enhancements. Portions of improvements will occur along with adjacent development. City may amend land development regulations (LDRs) to develop standards.	$1,260,000		$1,260,000	1,440	5		2025 to 2045
860		E. Ocean Avenue	SE 2nd Avenue	0.12				$1,260,000		$1,260,000	1,440	5		2025 to 2045
865	N/S East 4th Street	Boynton Beach Blvd	E. Ocean Avenue	0.12	Curbless Shared Street	City / Developer	Widen existing sidewalks (8' to 15' wide) and add streetscape enhancements. Portions of improvements will occur along with adjacent development. City may amend land development regulations (LDRs) to develop standards.	$2,100,000		$2,100,000	3,540	10		2025 to 2035
870		E. Ocean Avenue	SE 2nd Avenue	0.12	Curbless Shared Street	City / Developer	Upgrade existing street to a curbless shared street with streetscape enhancements.	$2,100,000		$2,100,000	3,540	10		2025 to 2035
875		SE 2nd Avenue	SE 12th Avenue	0.56	Walking & Streetscape Enhancement	City / Developer	Widen existing sidewalks (8' to 15' wide) and add landscape and street trees within curb extensions and bulb-outs to define on-street parking. Enhance existing streetscape. Portions of improvements will occur along with adjacent development. City may amend land development regulations (LDRs) to develop standards.	$5,880,000		$5,880,000	6,720	5		2025 to 2045
880	SE 5th Avenue	Federal Hwy (US 1)	SE 3rd Street	0.14	Walking & Streetscape Enhancement	City	Widen existing sidewalks (8' to 15' wide) and add streetscape enhancements. Portions of improvements will occur along with adjacent development. City may amend land development regulations (LDRs) to develop standards.	$1,470,000		$1,470,000	1,680	5		2025 to 2045
885	Boynton Beach Blvd (SR 804)	Federal Hwy (US 1)	Interstate 95 East Ramps	0.83	Walking & Streetscape Enhancement	FDOT	FDOT has commenced construction (2024) on a 15' wide sidewalk on the south side of the ROW and a 8' wide shared-use path on the north side of the ROW.	$11,564,256	$11,564,256	$0	--	5	100% Federal & State Sources	2025
890	Federal Hwy (US 1)	MLK Jr Blvd (NE 10th Avenue)	Boynton Beach Blvd (SR 804)	0.49	Walking & Streetscape Enhancement	City / FDOT	Coordinate with FDOT to widen existing sidewalks (8' to 15' wide), add streetscape enhancements and decorative marked crosswalks at intersections along both sides of the ROW. Portions of improvements will occur along with adjacent development. City may amend land development regulations (LDRs) to develop standards.	$5,145,000	$2,572,500	$2,572,500	5,880	5	50% Federal & State Sources	2025 to 2045
895		Boynton Beach Blvd (SR 804)	E. Ocean Avenue	0.12				$1,260,000	$630,000	$630,000	1,440	5		2025 to 2045
900		E. Ocean Avenue	Woolbright Road	0.87				$9,135,000	$4,567,500	$4,567,500	10,440	5		2025 to 2045
910	High Ridge Road	Miner Road	NW 25th Avenue	0.32	Complete Street Road Widening (4 Lanes)	City	Widen from 2 lanes to 4 lane divided with 10' shared-use paths on both sides of the ROW. Project is in the 2045 LRTP.	$6,400,000		$6,400,000	7,834	20		2025 to 2035
915	MLK Jr. Blvd	Railroad Avenue	Seacrest Blvd	0.36	Walking & Streetscape Enhancement	City	Upgrade street to include 8' wide on-street parking, 5' wide sidewalks, 2' valley curbs, 10' travel lanes and streetscape.	$3,780,000		$3,780,000	4,320	5		2025 to 2035
920		Seacrest Blvd	SW 5th Street	0.51				$5,355,000		$5,355,000	6,120	5		2025 to 2035

APPENDIX F: STREETS PLAN

Project ID	Street	From	To	Length (Miles)	Project Type (Streets Plan Map)	Construction / Maintenance Entity	Project Description	Planning Level Cost (PLC)	Reasonably Anticipated Funding (AF)	Attributable Planning Level Cost (PLCa)	Attributable Person Miles of Capacity (PMCa)	PLC & PMC Notes	Funding Source	Timeframe
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.														
925	Miner Road	High Ridge Road	Congress Avenue	0.96	Complete Street Road Widening (2 Lane Divided)	City / County	Widen from 2 lanes to 2 lane divided with an 8' to 10' wide protected bike lane on one side of the ROW, or 5' to 6' wide protected bike lanes on both sides of the ROW. Construct an 8' to 10' wide shared-use path on the south side of the ROW. Project is in the 2045 LRTP.	$8,880,000		$8,880,000	13,814	15		2025 to 2035
931	SW 8th Street	Boynton Beach Blvd (SR 804)	New Lake Drive	0.65	Complete Street Road Widening (2 Lane Divided)	City	Widen from 2 lanes to 2 lane divided with an 8' to 10' wide protected bike lane on one side of the ROW, or 5' to 6' wide protected bike lanes on both sides of the ROW. Construct an 8' to 10' wide shared-use path on the south side of the ROW. Project is in the 2045 LRTP.	$6,012,500		$6,012,500	9,354	15		2036 to 2045
935	Ocean Avenue	Intercoastal	Federal Hwy (US 1)	0.25	Walking & Streetscape Enhancement	City	Widen existing sidewalks (8' to 15' wide) and add streetscape enhancements. Portions of improvements will occur along with adjacent development. City may amend land development regulations (LDRs) to develop standards.	$2,625,000		$2,625,000	3,000	5		2025 to 2045
940		Federal Hwy (US 1)	Seacrest Blvd	0.37	Curbless Shared Street	City	Upgrade existing street to a curbless shared street with streetscape enhancements.	$6,475,000		$6,475,000	10,915	10		2025 to 2035
945		Seacrest Blvd	SW 4th Street	0.47	Walking & Streetscape Enhancement	City	Widen existing sidewalks to shared-use paths, mark on-street parking, add traffic calming features if warranted. Add landscape and street trees in curb extensions and bulb-outs to define on-street parking.	$4,935,000		$4,935,000	5,640	5		2025 to 2035
950	SE / SW 23rd Avenue	Federal Hwy (US 1)	Seacrest Blvd	0.41	Complete Street Road Widening (2 Lane Divided)	City / County	Coordinate with County to upgrade road from a rural open swale corridor to an urban two (2) lane divided cross-section with 10' to 12' wide shared use paths or 5' to 6' wide sidewalks adjacent to 5' to 6' wide protected bicycle lanes along both sides of the ROW. Add landscape and marked crosswalks at intersecting roads.	$3,792,500		$3,792,500	5,900	15		2036 to 2045
955		Seacrest Blvd	SW 4th Street	0.42	Complete Street Road Widening (2 Lane Divided)			$3,885,000		$3,885,000	6,044	15		2036 to 2045
960	Woolbright Road	Federal Hwy (US 1)	Seacrest Blvd	0.30	Walking & Streetscape Enhancement	City / County	Coordinate with County to widen existing sidewalks (8' to 15' wide), add streetscape enhancements and decorative marked crosswalks at intersections along both sides of the ROW.	$3,150,000		$3,150,000	3,600	15		2025 to 2035
965		Seacrest Blvd	SW 2nd Street	0.25				$2,625,000		$2,625,000	3,000	5		2025 to 2035

Notes: The total lenght of mobility projetcs is 9.71 miles. The total Attributable Planning Level Cost (PLCa) for development activity used to calculate the mobility fee is $88,627,500. The total Attributable Person Miles of Capacity (PMC) for development activity used to calculate the mobility fee is 127,795. The total anticipated funding is $21,906,756.
The Planning Level Cost (PLC) and Person Miles of Capacity (PMC) notes are described in **Appendix K**.

APPENDIX G1

Multimodal Corridors Plan

APPENDIX G1: MULTIMODAL CORRIDORS PLAN

Multimodal Corridors (Colors correspond to Multimodal Corridors Plan Map)	From	To	Length (Miles)	Construction / Maintenance Entity	Project Description	Planning Level Cost (PLC)	Reasonably Anticipated Funding (AF)	Attributable Planning Level Cost (PLCa)	Attributable Person Miles of Capacity (PMCa)	PLC & PMC Notes	Funding Source	Timeframe
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.												
Principal Multimodal Corridor (East) **Major Destinations: Hester Community Center, Palmetto Green Park, Poinciana Elementary, Wilson Park, Galaxy E3 Elementary, Forest Park Elementary, Little League Park, Bethesda Memorial Hospital, & Seacrest Scrub Natural Area.**	Seacrest Blvd @ Mentone Road	Gulfstream Blvd @ Seacrest Blvd	6.71	City	Construct an interconnected multimodal corridor for people walking and bicycling from the northern to the southern limits of the City east of Interstate 95. Multimodal improvements may include bicycle lanes, buffered bicycle lanes, curbless shared streets, sharrows, sidewalks, shared-use paths, traffic calming, and upgraded trails. Construct enhanced street lights, landscape, and hardscape for people walking and bicycling as appropriate. Construct high visibility crosswalks, raised intersections, rectangular rapid flashing beacons (RRFBs) and Pedestrian Hybrid Beacons (PHB). The multimodal improvements are to be designed in a context sensitive manner appropriate for adjacent land uses. The design of multimodal improvements will be based on available right-of-way (ROW), driveway and utility locations, and other natural and manmade features within the ROW.	$13,420,000		$13,420,000	32,208	**25**		2025 to 2045
Principal Multimodal Corridor (West) **Major Destinations: High Ridge Scrub Natural Area, Lake Worth Christian School, Imagine Charter School, TRI-Rail Station, Pioneer Canal Park, Laurel Hills Park & Caloosa Park.**	High Ridge Road @ Newport Place (Discovery Village)	SW 11th Ave @ Caloosa Park	6.10	City	Construct an interconnected multimodal corridor for people walking and bicycling from the northern to the southern limits of the City west of Interstate 95. Multimodal improvements may include bicycle lanes, buffered bicycle lanes, curbless shared streets, sharrows, sidewalks, shared-use paths, traffic calming, and upgraded trails. Construct enhanced street lights, landscape, and hardscape for people walking and bicycling as appropriate. Construct high visibility crosswalks, raised intersections, rectangular rapid flashing beacons (RRFBs) and Pedestrian Hybrid Beacons (PHB). The multimodal improvements are to be designed in a context sensitive manner appropriate for adjacent land uses. The design of multimodal improvements will be based on available right-of-way (ROW), driveway and utility locations, and other natural and manmade features within the ROW.	$12,200,000		$12,200,000	29,280	**25**		2025 to 2045
Major Multimodal Corridor (East): **Major Destinations: Rolling Green Elementary, Palmetto Green Park, Downtown, Future Rail Station, Woolbright Mobility District, Betty Thomas Park, & Seacrest Scrub Natural Area**	NE 1st Lane @ NE 26th Avenue	Seacrest Blvd @ SE 31st Avenue	5.72	City	Construct an interconnected multimodal corridor for people walking and bicycling. Multimodal improvements may include bicycle lanes, buffered bicycle lanes, curbless shared streets, sharrows, sidewalks, shared-use paths, traffic calming, and upgraded trails. Construct enhanced street lights, landscape, and hardscape for people walking and bicycling as appropriate. Construct high visibility crosswalks, raised intersections, rectangular rapid flashing beacons (RRFBs) and Pedestrian Hybrid Beacons (PHB). The multimodal improvements are to be designed in a context sensitive manner appropriate for adjacent land uses. The design of multimodal improvements will be based on available right-of-way (ROW), driveway and utility locations, and other natural and manmade features within the ROW. Portion of the Corridor uses the US 1 Multimodal Corridor between SE 12th Ave and SE 21st Ave,	$11,440,000	$3,247,000	$8,193,000	27,456	**25**	100% Federal & State Funding for SE 1st Street	2025 to 2045
Major Multimodal Corridor (West) **Major Destinations: Boynton Beach High School, Renaissance Commons, Boynton Beach Mall, & Congress Middle School**	Park Ridge Blvd @ High Ridge Blvd	Ocean Drive @ SW 18th Street	3.34	City	Construct an interconnected multimodal corridor for people walking and bicycling. Multimodal improvements may include bicycle lanes, buffered bicycle lanes, curbless shared streets, sharrows, sidewalks, shared-use paths, traffic calming, and upgraded trails. Construct enhanced street lights, landscape, and hardscape for people walking and bicycling as appropriate. Construct high visibility crosswalks, raised intersections, rectangular rapid flashing beacons (RRFBs) and Pedestrian Hybrid Beacons (PHB). The multimodal improvements are to be designed in a context sensitive manner appropriate for adjacent land uses. The design of multimodal improvements will be based on available right-of-way (ROW), driveway and utility locations, and other natural and manmade features within the ROW. Coordination will be required with the Palm Beach County School Board, Palm Beach County, FDOT, the South Florida Water Management District, the Lake Worth Drainage District and private property owners.	$6,680,000		$6,680,000	16,032	**25**		2025 to 2045
Major Multimodal Corridor (US 1) **Includes Major Multimodal Corridor East between SE 12th Ave & SE 21st Ave** **Major Destinations: Intracoastal Park, Harvey E. Oyer Jr Park, Downtown, Woolbright Mobility District, & Jaycee Park**	US 1 @ Northern City Limits	US 1 @ Gulfstream Blvd	4.38	City / State	Multimodal improvements include high visibility buffered bicycle lanes. Construct high visibility crosswalks and Pedestrian Hybrid Beacons (PHB). The design of buffered bicycle lanes will be based on available right-of-way (ROW), driveway and utility locations, and other features within the ROW. Coordination will be required with FDOT.	$8,760,000	$4,380,000	$4,380,000	21,024	**25**		2025 to 2045
Major Multimodal Corridor (Galaxy) **Major Destinations: (Principal, Major & US 1 Multimodal Corridors, Galaxy E3 Elementary, Galaxy Park, & Barton Memorial Park)**	US 1 @ SE 6th Avenue	Primary Multimodal Corridor (East) @ NW 12th Avenue	1.64	City	Construct an interconnected multimodal corridor for people walking and bicycling. Multimodal improvements may include bicycle lanes, buffered bicycle lanes, curbless shared streets, sharrows, sidewalks, shared-use paths, traffic calming, and upgraded trails. Construct enhanced street lights, landscape, and hardscape for people walking and bicycling as appropriate. Construct high visibility crosswalks, raised intersections, rectangular rapid flashing beacons (RRFBs) and Pedestrian Hybrid Beacons (PHB). The multimodal improvements are to be designed in a context sensitive manner appropriate for adjacent land uses. The design of multimodal improvements will be based on available right-of-way (ROW), driveway and utility locations, and other natural and manmade features within the ROW. Coordination will be required with the Palm Beach County School Board, FDOT, and the Florida East Coast Railway (FEC).	$3,280,000		$3,280,000	7,872	**25**		2025 to 2045
Major Multimodal Corridor (Gateway Blvd)	US 1 @ Gateway Blvd	US 1 @ Congress Ave	2.24	City	Gateway Blvd is a major east-west vehicular corridor. The available ROW along the corridor varies greatly. Between US 1 and 1st Street NE, the corridor consist of enhancements to the existing bicycle lanes. Between 1st Street NE and Seacrest Blvd, there is a proposal for shared-use paths as part of the Principal Multimodal Corridor (East). Between Seacrest Blvd and Congress Avenue, the proposal is for wider sidewalks and buffered bicycle lanes.	$4,480,000		$4,480,000	10,752	**25**		2025 to 2045
Major Multimodal Corridor (Boynton Beach Blvd)	E. Boynton Beach Blvd @ E. Marina Way	W. Boynton Beach Blvd @ Winchester Park Blvd	2.25	City / State	The Boynton Beach Blvd Corridor is shown for connectivity purposes. The position of the corridor east of US 1 exist. The portion of the corridor between US 1 and I-95 is under construction. The portion from I-95 to Congress Ave is funded. Shared-use paths are proposed between Congress and Winchester Park Blvd. PLC for	$5,520,000	$5,244,000	$276,000	10,800	**25**	95% to 100% Federal & State funding	2025 to 2045
Minor Multimodal Corridor (East)	Multiple Locations east of Interstate 95		5.37	City	Multimodal improvements include either on-street bicycle lanes and filling in sidewalk gaps, or the construct of a shared-use path. The corridos provide connectivity between Principal and Major Multimodal Corridors and also connections to schools and parks. Due to ROW and differences is existing sidewalks, the needed improvements vary along Corridors.	$10,740,000		$10,740,000	25,776	**25**		2025 to 2045
Minor Multimodal Corridor (West)	Multiple Locations west of Interstate 95		5.38	City	Multimodal improvements include either on-street bicycle lanes and filling in sidewalk gaps, or the construct of a shared-use path. The corridos provide connectivity between Principal and Major Multimodal Corridors and also connections to schools and parks. Due to ROW and differences is existing sidewalks, the needed improvements vary along Corridors.	$10,760,000		$10,760,000	25,824	**25**		2025 to 2045
Multimodal Corridor Evaluation	Multiple Locations east of Interstate 95		1.47	City	There are two proposed corridors to cross Interstate 95 and the TRI-Rail tracks west of I-95. Both corridors are longer term visions to enhance multimodal connectivity between Boynton Beach east and west of I-95 without the need for people walking and bicycling to travel along multi-lane arterials. Both corridors require additional evaluation to determine the feasibility of the proposed improvements.	$1,470,000		$1,470,000	-	**30**		2025 to 2045
Boardwalks	Multiple Locations along Intercoastal Waterway		0.84	City	Multimodal improvements include construction of a new 12' to 14' boardwalk for fill small gap between existing boardwalks along the Intercoastal. The boardwalks will also connect to existing City parks. Future water taxi stops may also be located along the boardwalk or at parks along the intercoastal.	$12,600,000		$12,600,000	7,056	**35**		2025 to 2045

Notes: The total length of mobility projects is 45.44 miles. The total Attributable Planning Level Cost (PLCa) for development activity used to calculate the mobility fee is $88,479,000. The total Attributable Person Miles of Capacity (PMC) for development activity used to calculate the mobility fee is 214,080. The total anticipated funding is $12,871,000.
The Planning Level Cost (PLC) and Person Miles of Capacity (PMC) notes are described in **Appendix K**.

APPENDIX G2

Multimodal Corridors Plan Detail: East

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Principal Multimodal Corridor East of Interstate 95 providing an interconnected multimodal alternative to Seacrest Blvd	Mentone Road	Seacrest Blvd	Ocean Parkway	0.17	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) bicycle lanes; (2) an 8' to 10' wide shared-use path by replacing sidewalk on southside of ROW; (3) a 5' wide sidewalk adjacent to the existing sidewalk on the south side of the ROW; or (4) an 8' to 10' wide shared-use path on the north side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	Ocean Parkway	Mentone Road	Atlantic Drive	0.38	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) bicycle lanes and 5' to 6' sidewalks on both sides of the ROW; or (2) an 8' to 10' shared-use path on one side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
		Atlantic Drive	Miner Road	0.17	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) bicycle lanes on both sides of the ROW through restriping of existing travel lanes and a 5' to 6' wide sidewalk on the east side of the ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on west side of ROW; (3) a 5' wide sidewalk adjacent to the existing sidewalk on the west side of the ROW; or (4) an 8' to 10' shared-use path on the east side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible. Construct a raised intersection at Miner Rd & Ocean Pkwy with high visibility crosswalks.
		Miner Road	4th Court NE	0.10	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) bicycle lanes on both sides of the ROW through restriping of existing travel lanes; (2) an 8' to 10' wide shared-use path by replacing sidewalk on either side of ROW; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on the either side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
Principal Multimodal Corridor East of Interstate 95 providing an interconnected multimodal alternative to Seacrest Blvd	4th Court NE	Ocean Parkway	NE 27th Court	0.06	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) bicycle lanes on both sides of the ROW through restriping of existing travel lanes; (2) an 8' to 10' wide shared-use path by replacing sidewalk on either side of ROW; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on the either side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 27th Court	4th Court NE	NE 1st Street	0.14	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) bicycle lanes on both sides of the ROW through restriping of existing travel lanes and fill in sidewalk gaps on the southside of the ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on south side of the ROW; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on the north side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 1st Street	NE 27th Court	NE 26th Avenue	0.11	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on either side of ROW; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on the either side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 1st Lane	NE 26th Avenue	Gateway Blvd	0.24	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on west side of ROW; or (3) a parallel 5' wide sidewalk adjacent to the existing sidewalk. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	NE 26th Avenue	Gateway Blvd	0.35	**Major Multimodal Corridor (US 1)**	City / FDOT	Evaluate the addition of green pavement markings to the existing bicycle lanes at intersections and driveways, and at the approach and departure of access connections. Evaluate periodic green pavement markings on the corridor, even if a conflict is not present, to increase visibility of the bicycle lanes. Construct high visibility crosswalks at Gateway Blvd.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Major Multimodal Corridor (Gateway Blvd)	Gateway Blvd	Federal Hwy (US 1)	NE 4th Street	0.16	**Major Multimodal Corridor (Gateway Blvd)**	City	Add green pavement markings to increase visibility of existing bicycle lanes. Provide a 1' wide buffer along existing bike lane by adding a parallel 4" pavement markings and install RPMs within the buffer. Implement access management thru treatments such as a shared driveway or a median separated drive-aisle along the south side of ROW, to be constructed in conjunction with future redevelopment of the parcels.
		NE 4th Street	NE 1st Lane	0.51	**Major Multimodal Corridor (Gateway Blvd)**	City	Reconfigure existing travel lanes to narrow the thru-lanes to 10' or 11' wide and a 11' to 12' wide center turn lane. Provide 5' to 6' wide buffered bicycle lanes with green pavement markings and install RPMs within the buffer.
		NE 1st Lane	Seacrest Blvd	0.05	**Major Multimodal Corridor (Gateway Blvd)**	City	Replace existing sidewalks with 8' to 10' wide shared-use paths on both sides of the ROW. Provide enhanced crosswalks across NE 1st Street with on and off-ramps from the shared-use paths to the bicycle lanes east of NE 1st Street. The improvement was require acquisition of ROW or easements. Due to the high traffic volumes and speed limits, sharrows are not recommended and on-street bicycle lanes cannot be provided. The safest alternative are shared-use paths with on and off ramps to the bicycle lanes on Gateway Blvd east of NE 1st Street. Add do not block the box signage on intersection approaches with Gateway Blvd.
		Seacrest Blvd	I-95 East Ramps	0.14	**Major Multimodal Corridor (Gateway Blvd)**	City	Construct wider sidewalks and buffered bicycle lanes as part of resurfacing and future interchange improvements. Currently 2045 LRTP project.
Multimodal Connector (Connectivity to Rolling Greens Elementary School & Rosemary Scrub Natural Area)	Miner Road	Seacrest Blvd	Ocean Parkway (Principal Multimodal Corridor East)	0.20	**Minor Multimodal Corridor (East)**	City / County	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on north side of ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on south side of ROW; or (3) a 5' wide sidewalk parallel to the existing sidewalk on the south side of the ROW, sidewalk maybe separated from existing sidewalk to accommodate existing landscape or replace and enhance existing landscape. Construct high visibility crosswalk with a raised island and either a rapid rectangular flashing beacon (RRFB) or pedestrian hybrid beacon (PHB) on Seacrest Blvd at Miner Road to access Rosemary Scrub Natural Area and for Rolling Green Elementary School. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
		Ocean Parkway (Principal Multimodal Corridor East)	Summit Road	0.20	**Minor Multimodal Corridor (East)**	City / County	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on south side of ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on south side of ROW; or (3) a 5' wide sidewalk parallel to the existing sidewalk on the south side of the ROW, sidewalk maybe separated from existing sidewalk to accommodate existing landscape or replace and enhance existing landscape. Construct high visibility crosswalk or raised intersection at Ocean Parkway (part of Principal Multimodal Corridor East). Construct high visibility crosswalk with a rapid rectangular flashing beacon (RRFB) on Miner Road to access Rolling Green Elementary School. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	Rolling Green Elementary	Miner Road	NE 26th Avenue	0.23	**Minor Multimodal Corridor (East)**	City / School Board	To the extent feasible while ensuring student safety, provide a continuous multimodal corridor to connect Miner Road and proposed improvements to NE 26th Avenue (Major Multimodal Corridor East). Connection would be after NE 26th Avenue improvements. Corridor would be for school use only and open during school hours. Requires coordination with Palm beach County School Board.
Major Multimodal Corridor East of Interstate 95 providing an interconnected multimodal alternative to Seacrest Blvd	NE 26th Avenue	NE 1st Street (Principal Multimodal Corridor East)	NE 4th Street	0.50	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on north side of ROW; or (3) a 5' wide sidewalk parallel to the existing sidewalk on the north side of the ROW, sidewalk maybe separated from existing sidewalk to accommodate existing landscape or replace and enhance existing landscape. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 4th Street	NE 26th Avenue	Gateway Blvd	0.33	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on east side of ROW; or (3) a 5' wide sidewalk parallel to the existing sidewalk on the east side of the ROW, sidewalk maybe separated from existing sidewalk to accommodate existing landscape or replace and enhance existing landscape. Construct high visibility crosswalk with a raised island and either a rapid rectangular flashing beacon (RRFB) or pedestrian hybrid beacon (PHB) on Gateway Blvd at NE 4th Street. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
MULTIMODAL CORRIDORS PROPOSED BETWEEN GATEWAY BLVD & BOYNTON CANAL							
Principal Multimodal Corridor East of Interstate 95 providing an interconnected multimodal alternative to Seacrest Blvd	NE 1st Lane	Gateway Blvd	NE 19th Avenue	0.27	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on either side of ROW; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on the either side of the ROW. Add high visibility crosswalks or a raised intersection at NE 19th Avenue. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 19th Avenue	NE 1st Lane	Seacrest Blvd	0.06	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on either side of ROW; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on the either side of the ROW. Construct a high visibility crosswalk with a raised island with either a rapid rectangular flashing beacon (RRFB) or pedestrian hybrid beacon (PHB) on Seacrest Blvd at NE 19th Avenue. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	Hester Community Center	NE 19th Avenue	17th Ave NW	0.18	**Principal Multimodal Corridor (East)**	City	Construct an 8' to 10' wide shared-use path within the Hester Community Center parallel to Seacrest Blvd, but outside of the Seacrest Blvd ROW. The shared-use path can meander through the Community Center parcel to the extent the corridor is accessible and not enclosed by gates or a fence. The shared-use path can replace existing sidewalks within the Hester Community Center or be constructed parallel. If land is constrained, the shared-use path can be narrowed to a 5' to 6' wide shared-use path where it runs parallel to existing sidewalks on Seacrest Blvd and 17th Ave NW. The alignment is conceptual and subject to change. Where the shared-use path runs parallel to an existing sidewalk within the Community Center, the width can be reduced to 5' to 6' wide.
	NW 1st Court	17th Avenue NW	NW 14th Avenue	0.28	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on either side of ROW; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on the either side of the ROW. Construct a high visibility crosswalk to raised crosswalk on 17th Ave NW at NW 1st Court. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NW 14th Avenue	NW 1st Court	Seacrest Blvd	0.12	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on either side of ROW; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on the either side of the ROW. Construct a high visibility crosswalk, marked bike lanes, or a raised raised intersection at NW 1st Court and NW 14th Avenue. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	Seacrest Blvd (west side of ROW)	NE 14th Avenue	Palmetto Green Trail (Boynton Canal)	0.11	**Principal Multimodal Corridor (East)**	City / County	Widen, if feasible, sidewalk on west side of ROW to 8' to 10' shared-use path. Would require property acquisition. Upgrade, if necessary, pedestrian bridge over Boynton Beach Canal on west side of Seacrest Blvd. Upgrade connection to Palmetto Green Trail. Construct a Pedestrian Hybrid Beacon (PHB) at intersection of Seacrest & NE 14th Ave and a PHB at intersection of Seacrest & Palmetto Greens Trail, or construct raised crosswalks or high visibility crossings and Rectangular Rapid Flashing Beacons (RRFBs) at both intersections.
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	Gateway Blvd	NE 15th Avenue	0.54	**Major Multimodal Corridor (US 1)**	City / FDOT	Evaluate the addition of green pavement markings to the existing bicycle lanes at intersections and driveways, and at the approach and departure of access connections. Evaluate periodic green pavement markings on the corridor, even if a conflict is not present, to increase visibility of the bicycle lanes. Evaluate the construction of high visibility crosswalks and a pedestrian hybrid beacon (PHB) at NE 15th Avenue.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Major Multimodal Corridor East of Interstate 95 providing an interconnected multimodal alternative to Seacrest Blvd	NE 4th Street	Gateway Blvd	NE 15th Avenue	0.53	Major Multimodal Corridor (East)	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on both sides of ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on either side of ROW; or (3) a 5' wide sidewalk parallel to the existing sidewalk on either side of the ROW, and fill in any existing sidewalk gaps. Construct high visibility crosswalk, bike lane markings (if on-street bike lanes) or a raised intersection at NE 15th Ave. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 15th Avenue	Federal Hwy (US 1)	NE 4th Street	0.07	Major Multimodal Corridor (East)	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on the north side of the ROW; or (3) an 8' to 10' wide shared-use path on the south side of the ROW with replacement of existing sidewalk where permitted by the FEC railway. Work with FEC railroad and FDOT to upgrade multimodal crossing and connection to US 1.
	NE 4th Street	NE 15th Avenue	NE 14th Avenue	0.07	Major Multimodal Corridor (East)	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on both sides of ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on either side of ROW; or (3) a 5' wide sidewalk parallel to the existing sidewalk on either side of the ROW, and fill in any existing sidewalk gaps. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 14th Avenue	NE 4th Street	Seacrest Blvd	0.36	Major Multimodal Corridor (East)	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on south side of ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on either side of ROW; or (3) a 5' wide sidewalk parallel to the existing sidewalk on either side of the ROW, and fill in any existing sidewalk gaps. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	Seacrest Blvd (east side of ROW)	NE 14th Avenue	Palmetto Green Trail (Boynton Canal)	0.11	Major Multimodal Corridor (East)	City / County	Widen sidewalk on east side of ROW to 8' to 10' shared-use path. Would require property acquisition. Construct a 10' to 12' wide pedestrian bridge over Boynton Beach Canal on east side of Seacrest Blvd. Upgrade Palmetto Green Trail connections. In the interim, with the construction of RRFBs or PHBs at 14th Ave on the northside of the canal and the Palmetto Green Trail on the southside of the canal, the corridor can utilize the west side multimodal improvements. If easements or ROW could be acquired and use of ROW granted by the SFWMD, the bridge could be located anywhere between US Hwy 1 and Seacrest Blvd.
Boynton Canal Multimodal Corridor Evaluation (East)	Boynton Canal Multimodal Corridor	NW 1st Court (Principal Multimodal Corridor East)	High Ridge Rd	0.75	Multimodal Corridor Evaluation	City / FDOT	Evaluate the construction of a multimodal corridor that includes a crossing of Interstate 95, the TRI-Rail railroad tracks, and the Boynton Canal. The crossing of I-95 and the railroad tracks would be either by a multimodal overpass bridge or a multimodal underpass. The Boynton Canal crossing would feature a multimodal bridge. The multimodal corridor should accommodate people walking and bicycling. The width of multimodal improvements would be based on the modes of travel accommodated. The evaluation should include a 10' to 12' wide shared-use path or multi-use trail through City property west of 4th Street and either: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared use path replacing the existing sidewalk on either side of the ROW; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW along 4th Street NW and NW 14th Ave.
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	NE 15th Avenue	Boynton Canal	0.16	Major Multimodal Corridor (US 1)	City / FDOT	Evaluate the addition of green pavement markings to the existing bicycle lanes at intersections and driveways, and at the approach and departure of access connections. Evaluate periodic green pavement markings on the corridor, even if a conflict is not present, to increase visibility of the bicycle lanes.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
MULTIMODAL CORRIDORS PROPOSED BETWEEN BOYNTON CANAL & BOYNTON BEACH BLVD							
Principal Multimodal Corridor East of Interstate 95 providing an interconnected multimodal alternative to Seacrest Blvd	Palmetto Greens Trail (West) (Boynton Canal)	Seacrest Blvd	NW 13th Avenue	0.38	**Principal Multimodal Corridor (East)**	City	Widen existing multi-use trail to 12' wide to accommodate people walking and bicycling. Add enhanced landscape and hardscape features along the trail and shade trees or structures to the extent permitted by regulatory agencies.
	NW 4th Street	NW 13th Avenue	MLK Jr Blvd (NW 10th Ave)	0.15	**Principal Multimodal Corridor (East)**	City	Add 4' to 5' wide on-street bicycle lanes with green pavement markings and provide 16' to 18' of pavement width for motor vehicle travel without a marked center line. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible. Construct high visibility crosswalks or a raised intersection at MLK Jr. Blvd.
	NW 4th Street	MLK Jr Blvd (NW 10th Ave)	NW 8th Avenue	0.12	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' wide sidewalk along the east side of the ROW; (2) an 8' to 10' wide shared-use path on east side of ROW; (3) an 8' to 10' wide shared-use path on west side of ROW replacing the existing sidewalk; or (4) a 5' wide sidewalk adjacent to the existing sidewalk on the west side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible. Construct high visibility crosswalks or a raised intersection at NW 8th Ave.
	NW 4th Street	NW 8th Avenue	NW 4th Avenue	0.25	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes and 5' wide sidewalks on both sides of the ROW ; or (2) an 8' to 10' wide shared-use path on either side of ROW and a 5' wide sidewalk on the opposite side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NW 4th Street	NW 4th Avenue	Boynton Beach Blvd (SR 804)	0.12	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' wide sidewalk along the east side of ROW; (2) an 8' to 10' wide shared-use path on east side of ROW; (3) an 8' to 10' wide shared-use path on west side of ROW replacing the existing sidewalk; or (4) a 5' wide sidewalk adjacent to the existing sidewalk on the west side of the ROW. Construct a raised intersection or add enhanced pavement markings at NW 4th Avenue intersection. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
Multimodal Connector (Connectivity to Poinciana Elementary School & Palmetto Green Trail)	Poinciana Elementary	Palmetto Greens Trail (West)	Poinciana Elementary	0.22	**Minor Multimodal Corridor (East)**	City / School Board	To the extent feasible while ensuring student safety, provide a continuous multimodal corridor to connect the Palmetto Greens Trail (West) with Poinciana Elementary. Portions of the corridor access may be limited for school use only and open during school hours. Requires coordination with Palm beach County School Board.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
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ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Major Multimodal Corridor East of Interstate 95 providing an interconnected multimodal alternative to Seacrest Blvd	Palmetto Greens Trail (East)	Seacrest Blvd	NE 13th Avenue	0.20	**Major Multimodal Corridor (East)**	City	Widen existing multi-use trail to 10' to 12' wide to accommodate people walking and bicycling. Add enhanced landscape and hardscape features along the trail and shade trees or structures to the extent permitted by SFWMD.
	NE 13th Avenue	Palmetto Greens Trail (East)	NE 2nd Street	0.04	**Major Multimodal Corridor (East)**	City	Add 5' to 6' sidewalks along south side of ROW or evaluate the most appropriate treatments to calm traffic, lowers speeds, and provide a high visibility connection between the trail connection and NE 2nd Street. Consider raised intersection or use of decorative pavers or art along NE 13th Ave to transition between the trail connection and NE 2nd Street. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 2nd Street	NE 13th Avenue	MLK Jr. Blvd (NE 10th Avenue)	0.16	**Major Multimodal Corridor (East)**	City	Convert NE 2nd Street to a bicycle Blvd. Evaluate the most appropriate treatments to calm traffic to provide safe speeds for people to walk and bicycle and slow down motor vehicles. Use pavement markings and signage to indicate priority route for multimodal travel. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 2nd MMC	MLK Jr. Blvd (NE 10th Avenue)	NE 9th Avenue	0.07	**Major Multimodal Corridor (East)**	City	Construct a 12' to 14' wide multi-use trail between Martin Luther King Jr Blvd and NE 9th Ave. This property is currently owned by the Boynton Beach CRA. As an alternative to a multi-use trail, consider extension of NE 2nd Street as either a complete street or a curbless shared street. Property ownership varies between MLK Jr Blvd and NE 9th Ave. If an extension of NE 2nd Street is not viable, evaluate other connection options and property acquisition.
	NE 9th Avenue	NE 2nd MMC	NE 1st Street	0.07	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 1st Street	NE 9th Avenue	NE 6th Avenue	0.17	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on the east side of the ROW; or (2) an 8' to 10' wide shared-use path on the west side of ROW where there is no existing path or sidewalk. Evaluate the feasibility of adding on-street parking along one side of the ROW to slow down traffic, in conjunction with the multimodal improvement, if ROW is available. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 1st Street	NE 6th Avenue	NE 4th Avenue	0.13	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on the east side of the ROW; or (2) an 8' to 10' wide shared-use path on the west side of ROW where there is no existing path or sidewalk. Evaluate the feasibility of adding on-street parking along one side of the ROW to slow down traffic, in conjunction with the multimodal improvement, if ROW is available. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 1st Street	NE 4th Avenue	Boynton Beach Blvd (SR 804)	0.12	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on the east side of the ROW; or (2) an 8' to 10' wide shared-use path on the west side of ROW where there is no existing path or sidewalk. Evaluate the feasibility of adding on-street parking along one side of the ROW to slow down traffic, in conjunction with the multimodal improvement, if ROW is available. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Multimodal Connector (Connectivity between MLK Jr Blvd, US Hwy 1 & Palmetto Green Trail)	Palmetto Greens Trail (East)	NE 13th Avenue	Railroad Avenue	0.23	**Minor Multimodal Corridor (East)**	City	Widen existing multi-use trail to 10' to 12' wide to accommodate people walking and bicycling. Add enhanced landscape and hardscape features along the trail and shade trees or structures to the extent permitted by SFWMD.
	Railroad Avenue	NE 13th Avenue	MLK Jr. Blvd (NE 10th Avenue)	0.17	**Minor Multimodal Corridor (East)**	City	Construct a 5' wide sidewalk along the west side of the ROW.
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	Boynton Canal	MLK Jr. Blvd (NE 10th Avenue)	0.21	**Major Multimodal Corridor (US 1)**	City / FDOT	Evaluate the addition of green pavement markings to the existing bicycle lanes at intersections and driveways, and at the approach and departure of access connections. Evaluate periodic green pavement markings on the corridor, even if a conflict is not present, to increase visibility of the bicycle lanes. Restripe north bound buffered bicycle lane across Boynton Canal to a proper buffered bicycle lane. Add buffer to bike lanes on both sides of ROW from Boynton Canal to MLK Jr Blvd.
Multimodal Connector (Connects Major Multimodal Corridors (East & US 1), Principal Multimodal Corridor (East) & Galaxy Park Trails)	MLK Jr. Blvd (NE 10th Avenue)	Federal Hwy (US 1)	Railroad Avenue	0.04	**Minor Multimodal Corridor (East)**	City	Widen existing sidewalks along both sides of the ROW to 8' to 10' wide shared-use paths. Widen sidewalks across FEC Railroad to the maximum extent feasible and allowed by FEC.
	Railroad Avenue	MLK Jr. Blvd (NE 10th Avenue)	NE 9th Avenue	0.07	**Minor Multimodal Corridor (East)**	City	Convert to a one-way road northbound. Construct an 8' to 10' wide shared-use path along the west side of the ROW where adequate ROW exist or can be acquired. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 9th Avenue	Railroad Avenue	NE 2nd MMC	0.15	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. NE 9th Ave between NE 2nd MMC and NE 1st Street is part of Major Multimodal Corridor (East). Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 8th Avenue (portion of the corridor from NE 2nd MMC to NE 1st Street is part of the Major Multimodal Corridor East)	NE 1st Street	Seacrest Blvd	0.13	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. The multimodal corridor can be located on either NE 8th Ave or NE 7th Ave, whichever provides a safer crossing of Seacrest Blvd. Provide a raised median and a high visibility crosswalk with an rectangular rapid flashing beacon (RRFB) at the intersection with Seacrest Blvd. The high visibility crosswalk could be located at NE 7th Avenue to serve existing transit stops. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NW 8th Corridor (includes portions of NW 1st Street)	Seacrest Blvd	NW 2nd Street	0.24	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in existing sidewalk gaps on NW 8th Ave between Seacrest Blvd and NW 1st Street; or (2) an 8' to 10' wide shared-use path on either side of ROW. A portion of this corridor uses NW 1st Street to connect NW 8th Avenue. If on-street bicycle lanes are constructed, 5' wide sidewalks should be constructed along NW 1st Street and NW 8th Avenue between NW 1st Street and NW 2nd Street. Construct a raised intersection with NW 2nd Street to address existing intersection off-set. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NW 8th Avenue	NW 2nd Street	NW 4th Street	0.15	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalks on one side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NW 8th Avenue	NW 4th Street	Galaxy Park Trail	0.10	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; or (2) an 8' to 10' wide shared-use path on south side of ROW. Corridor cross-section should be consistent with appropriate multimodal connections to the Major Multimodal Corridor (Galaxy).

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
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MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	MLK Jr. Blvd (NE 10th Avenue)	NE 6th Avenue	0.25	**Major Multimodal Corridor (US 1)**	City / FDOT	Evaluate adding additional 4" pavement marking adjacent to existing bike lanes along both sides of the ROW to provide an additional buffer. Add periodic green pavement markings along bicycle lanes to increase visibility. Evaluate the construction of high visibility crosswalks and a pedestrian hybrid beacon (PHB) at NE 6th Avenue. Longer term evaluate the construction of curbside bicycle lanes and modify existing chevrons and on-street parking. Consider requirements for additional ROW to add on-street parking or curbside or buffered bicycle lanes as part of future redevelopment.
Major Multimodal Corridor (Galaxy Elementary & Galaxy Park)	NE 6th Avenue	Federal Hwy (US 1)	NE 3rd Street	0.13	**Major Multimodal Corridor (Galaxy)**	City	In the interim, the use of sharrows with high visibility markings can be provided. Conduct a study to determine the most appropriate multimodal facility as adjacent parcels redevelop. Ideally on-street bike lanes and sidewalks on both sides of the ROW or an 8' to 10' shared-use path would be constructed as adjacent land uses redevelop. NE 6th is the only FEC railroad crossing between Boynton Beach Blvd and MLK Jr Blvd. This would be a longer term project as ROW is constrained and adjacent land uses are industrial with paved access and parking across the existing ROW.
	NE 6th Avenue	NE 3rd Street	NE 1st Street (Major Multimodal Corridor East)	0.13	**Major Multimodal Corridor (Galaxy)**	City	Upgrade sidewalk on north side of ROW to an 8' to 10' wide shared-use path. Multimodal improvement subject to change based on type of facility connecting to Federal Hwy (US 1). Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 4th Avenue (Corridor uses part of Major Multimodal Corridor East between NE 6th and NE 4th)	NE 1st Street (Major Multimodal Corridor East)	Seacrest Blvd	0.12	**Major Multimodal Corridor (Galaxy)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalks on both sides of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Provide a high visibility crosswalk with a raised median and an RRFB or pedestrian hybrid beacon (PHB) at the intersection with Seacrest Blvd. Corridor could be relocated to NE 5th Avenue. The current ROW is constrained, additional ROW would be needed from the CRA prior to redevelopment of adjacent parcels. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible. Type of improvement subject to change based on LDRs and redevelopment of adjacent land uses.
	NW 4th Avenue	Seacrest Blvd	NW 4th Street	0.34	**Major Multimodal Corridor (Galaxy)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; or (2) an 8' to 10' wide shared-use path on south side of ROW. The south side of the ROW would provide a connection between Galaxy Park and the Barton Memorial Park Trail. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NW 4th Avenue	NW 4th Street	Galaxy Park	0.10	**Major Multimodal Corridor (Galaxy)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on either side of ROW replacing the existing sidewalk; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on the west side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	Galaxy Park Trail	NW 4th Avenue	NW 8th Avenue	0.36	**Major Multimodal Corridor (Galaxy)**	City	Upgrade existing sidewalk within Galaxy Park to provide an 8' to 10' wide shared use path. Construct an 8' to 10' wide shared-use path from the baseball field to NW 8th Avenue in a context sensitive manner. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NW 8th Avenue	NW 4th Street	Barton Memorial Park Trail	0.06	**Major Multimodal Corridor (Galaxy)**	City	Construct an 8' to 10' wide shared-use path on south side of ROW to connect the Galaxy Park Trail and the Barton Memorial Park Trail. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	Barton Memorial Park Trail	NW 8th Avenue	NW 12st Avenue	0.25	**Major Multimodal Corridor (Galaxy)**	City	Enhance and upgrade the Barton Memorial Park Trail to include hardscape and landscape improvements. Install street lighting for people walking and bicycling.
	NW 12th Avenue	Barton Memorial Park Trail	NW 4th Street (Principal Multimodal Corridor East)	0.15	**Major Multimodal Corridor (Galaxy)**	City	Construct on-street bicycle lanes or a bicycle blvd if ROW is constrained to connect Barton Memorial Park and Principal Multimodal Corridor (East). Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
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ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	NE 6th Avenue	Boynton Beach Blvd (SR 804)	0.25	**Major Multimodal Corridor (US 1)**	City / FDOT	Evaluate adding additional 4" pavement marking adjacent to existing bike lanes along both sides of the ROW to provide an additional buffer. Add periodic green pavement markings along bicycle lanes to increase visibility. Construct high visibility crosswalks at Boynton Beach Blvd. Longer term evaluate the construction of curbside bicycle lanes and modify existing chevrons and on-street parking. Consider requirements for additional ROW to add on-street parking or curbside or buffered bicycle lanes as part of future redevelopment.
Major Multimodal Corridor (Boynton Beach Blvd)	E. Boynton Beach Blvd	NE 6th Street	US Hwy 1	0.16	**Major Multimodal Corridor (Boynton Beach Blvd)**	City	Corridor was updated based on prior mobility plan. Shown for connectivity and illustration purposes only.
	E. Boynton Beach Blvd	US Hwy 1	I-95 East Ramps	0.89	**Major Multimodal Corridor (Boynton Beach Blvd)**	FDOT	Project currently under construction with 9' wide sidewalks on the north and 15' wide sidewalks on the south. Shown for connectivity and illustration purposes only.
MULTIMODAL CORRIDORS PROPOSED BETWEEN BOYNTON BEACH BLVD & WOOLBRIGHT RD							
Principal Multimodal Corridor East of Interstate 95 providing enhanced multimodal access to Forest Park Elementary School	Boynton Beach Blvd (SR 804)	NW 4th Street	NW 3rd Street	0.06	**Principal Multimodal Corridor (East)**	City / FDOT	Construct high visibility crosswalks and a pedestrian hybrid beacon (PHB) to connect the Principal Multimodal Corridor East of Interstate 95 across Boynton Beach Blvd.
	NW 3rd Street	Boynton Beach Blvd (SR 804)	W. Ocean Avenue	0.12	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on east side of ROW; (3) an 8' to 10' wide shared-use path on west side of ROW replacing the existing sidewalk; or (4) a 5' wide sidewalk adjacent to the existing sidewalk on the west side of the ROW. Construct a raised intersection or add enhanced pavement markings at W. Ocean Ave intersection. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 3rd Street	W. Ocean Avenue	SW 2nd Avenue	0.12	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on east side of ROW; (3) an 8' to 10' wide shared-use path on west side of ROW replacing the existing sidewalk; or (4) a 5' wide sidewalk adjacent to the existing sidewalk on the west side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 3rd Street	SW 2nd Avenue	SW 4th Avenue	0.12	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on west side of ROW; (3) an 8' to 10' wide shared-use path on east side of ROW replacing the existing sidewalk; or (4) a 5' wide sidewalk adjacent to the existing sidewalk on the east side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 4th Avenue	SW 3rd Street	SW 3rd Street	0.08	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill sidewalk gap on the north side of ROW; (2) an 8' to 10' wide shared-use path on south side of ROW; or (3) an 8' to 10' wide shared-use path on north side of ROW replacing existing sidewalk. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 3rd Street	SW 4th Avenue	SW 14th Avenue	0.57	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on east side of ROW; (3) an 8' to 10' wide shared-use path on west side of ROW replacing the existing sidewalk; or (4) a 5' wide sidewalk adjacent to the existing sidewalk on the west side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 14th Avenue	SW 3rd Street	SW 2nd Street	0.13	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Construct a raised intersection or high visibility crosswalk at SW 2nd Street. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 2nd Street	SW 14th Avenue	Woolbright Road	0.07	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on the west side of the ROW; (2) an 8' to 10' wide shared-use path on west side of ROW; (3) an 8' to 10' wide shared-use path on east side of ROW replacing the existing sidewalk; or (4) a 5' wide sidewalk adjacent to the existing sidewalk on the east side of the ROW. Construct a pedestrian hybrid beacon (PHB) on Woolbright Road at SW 2nd Street. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Major Multimodal Corridor East of Interstate 95 provide an interconnected multimodal alternative to Seacrest Blvd	NE / SE 1st Street	Boynton Beach Blvd (SR 804)	SE 2nd Avenue	0.25	**Major Multimodal Corridor (East)**	City	Various multimodal upgrades constructed by proposed developments or proposed curbless shared street to be constructed by the City (See Streets Plan)
	SE 1st Street	SE 2nd Avenue	Woolbright Road	0.75	**Major Multimodal Corridor (East)**	City	Funded 10' wide shared-use path on the west side of the ROW.
	SE 12th Avenue	Federal Hwy (US 1)	SE 1st Street	0.19	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street buffered bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on either side of ROW replacing the existing sidewalk; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Coordinate with FEC Railway on the most appropriate multimodal improvements across railroad tracks and connecting to SE. 1st Street. Provide high visibility crosswalk or raised intersection at SE 1st Street.
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	Boynton Beach Blvd (SR 804)	W. Ocean Avenue	0.12	**Major Multimodal Corridor (US 1)**	City / FDOT	Evaluate adding additional 4" pavement marking adjacent to existing bike lanes along both sides of the ROW to provide an additional buffer. Add periodic green pavement markings along bicycle lanes to increase visibility. Construct high visibility crosswalks at W. Ocean Ave.
Ocean Ave Multimodal Corridor Evaluation	Ocean Corridor	SW 3rd Street (Principal Multimodal Corridor East)	SW 8th Street (Principal Multimodal Corridor West)	0.72	**Multimodal Corridor Evaluation**	City / FDOT	Evaluate the construction of a multimodal bridge over Interstate 95 and the railroad tracks for people walking and bicycling. The evaluation shall include the appropriate types of access ramps and stairs along both sides of the Interstate, with enhanced design considerations adjacent to residential dwellings east of I-95. The evaluation would also include determining the most appropriate multimodal improvements to be constructed along W. Ocean Ave (east of I-95) and W. Ocean Drive (west of I-95).
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	W. Ocean Avenue	SE 5th Avenue	0.29	**Major Multimodal Corridor (US 1)**	City / FDOT	Evaluate adding additional 4" pavement marking adjacent to existing bike lanes along both sides of the ROW to provide an additional buffer. Add periodic green pavement markings along bicycle lanes to increase visibility. Evaluate the construction of high visibility crosswalks and a pedestrian hybrid beacon (PHB) at SE 5th Avenue.
Multimodal Connector Major Multimodal Corridor (US 1) to Principal Multimodal Corridor (East)	SE 5th Avenue	Federal Hwy (US 1)	SE 3rd Street	0.14	**Minor Multimodal Corridor (East)**	City	See Streets Plan for Walking and Streetscape Enhancement
	SE 5th Avenue	SE 3rd Street	SE 1st Street	0.11	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Coordinate with FEC Railway on the appropriate type of multimodal improvement across railroad tracks.
	SE 6th Avenue	SE 1st Street	Seacrest Blvd	0.12	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Construct high visibility crosswalk at Seacrest Blvd with either a RRFB or a PHB.
	SW 6th Avenue	Seacrest Blvd	SW 2nd Street	0.25	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill sidewalk gap on the north side of ROW; (2) an 8' to 10' wide shared-use path on south side of ROW; or (3) an 8' to 10' wide shared-use path on north side of ROW replacing existing sidewalk.
	SW 6th Avenue	SW 2nd Street	SW 3rd Street	0.13	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Construct raised intersection or high visibility crosswalk at SW 3rd Street.
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	SE 5th Avenue	SE 12th Avenue	0.39	**Major Multimodal Corridor (US 1)**	City / FDOT	Evaluate adding additional 4" pavement marking adjacent to existing bike lanes along both sides of the ROW to provide an additional buffer. Add periodic green pavement markings along bicycle lanes to increase visibility. Evaluate the construction of high visibility crosswalks and a pedestrian hybrid beacon (PHB) at SE 12th Avenue.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Multimodal Connector (Connects Major Multimodal Corridor (East), Principal Multimodal Corridor (East) & Forest Park Elementary School)	SE 12th Avenue	SE 1st Street	Seacrest Blvd	0.11	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on either side of ROW replacing the existing sidewalk; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Construct high visibility crosswalk at Seacrest Blvd with either a RRFB or a PHB.
	SW 12th Avenue	Seacrest Blvd	SW 2nd Street	0.24	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on south side of ROW; (3) an 8' to 10' wide shared-use path on north side of ROW replacing the existing sidewalk; or (4) a 5' wide sidewalk adjacent to the existing sidewalk on the north side of the ROW.
	SW 12th Avenue	SW 2nd Street	SW 3rd Street	0.13	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on north side of ROW; (3) an 8' to 10' wide shared-use path on south side of ROW replacing the existing sidewalk; or (4) a 5' wide sidewalk adjacent to the existing sidewalk on the south side of the ROW. Construct raised intersection or high visibility crosswalk at SW 3rd Street. Evaluate for additional traffic calming, if warranted.
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	SE 12th Avenue	Woolbright Road	0.19	**Major Multimodal Corridor (US 1) & Major Multimodal Corridor (East)**	City / FDOT	Evaluate adding additional 4" pavement marking adjacent to existing bike lanes along both sides of the ROW to provide an additional buffer. Add periodic green pavement markings along bicycle lanes to increase visibility. Construct high visibility crosswalks at Woolbright Road.
MULTIMODAL CORRIDORS PROPOSED BETWEEN WOOLBRIGHT RD & GULFSTREAM BLVD							
Principal Multimodal Corridor (East of Interstate 95 providing an interconnected multimodal alternative to Seacrest Blvd)	Little League Park (Woolbright R	SW 2nd Street	SW 3rd Street	0.13	**Principal Multimodal Corridor (East)**	City	Construct an 8' to 10' shared-use path adjacent to Woolbright Road ROW. If property is constrained, construct a 5' wide sidewalk adjacent to existing sidewalk along Woolbright Road.
	SW 3rd Street	Little League Park (Woolbright Road)	SW 23rd Avenue	0.46	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Construct high visibility crosswalk with an RRFB or PHB at intersection with SW 23rd Avenue.
	SW 23rd Avenue	SW 3rd Street	SW 5th Street	0.20	**Principal Multimodal Corridor (East)**	City / County	Construct an 8' to 10' wide shared-use path and replace the existing sidewalk on the south side of the ROW or provide a separate 5' to 6' wide sidewalk parallel to the existing SW 23rd Avenue to provide a total of 10' to 12' for people walking and bicycling.
	SW 5th Street	SW 23rd Avenue	SW 25th Avenue	0.12	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW and replace the existing sidewalk; or (3) a 5' to 6' wide sidewalk parallel to the existing sidewalk along either side of the ROW.
	SW 5th Street	SW 25th Avenue	SW 27th Avenue	0.17	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in existing sidewalk gaps on both sides of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW and replace small portions of the existing sidewalk.
	SW 27th Avenue	SW 5th Street	SW 4th Street	0.05	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW.
	SW 4th Street	SW 27th Avenue	SW 28th Avenue	0.21	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW.
	Churchill Drive	SW 28th Avenue	Chapel Hill Blvd	0.15	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Construct a raised intersection or high visibility crosswalks at Chaple Hill Blvd.
	Chapel Hill Blvd	Churchill Drive	Seacrest Blvd	0.06	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW.
	Seacrest Blvd	Chapel Hill Blvd	Gulfstream Blvd	0.48	**Principal Multimodal Corridor (East)**	City / County	Construct on-street bike lanes with green pavement markings similar to the cross-section within Delray Beach.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Multimodal Connector (Forest Hills Park)	SW 25th Avenue	SW 5th Street (Principal Multimodal Corridor East)	SW 6th Street	0.05	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW and replace the existing sidewalk; or (3) a 5' to 6' wide sidewalk parallel to the existing sidewalk along either side of the ROW.
	SW 25th Avenue	SW 6th Street	Forest Hills Park	0.23	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Within the park, either: (1) construct an 8' to 10' wide shared-use path and replace the existing sidewalk; or (2) construct a parallel 5' to 6' wide sidewalk which may be separate from the existing sidewalk to accommodate landscape.
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	Woolbright Road	SE 21st Avenue	0.37	**Major Multimodal Corridor (US 1) & Major Multimodal Corridor (East)**	City / FDOT	Evaluate adding additional 4" pavement marking adjacent to existing bike lanes along both sides of the ROW to provide an additional buffer. Add periodic green pavement markings along bicycle lanes to increase visibility. Underground existing overhead utilities. Evaluate the construction of high visibility crosswalks and a pedestrian hybrid beacon (PHB) at SE 21st Avenue.
Major Multimodal Corridor East of Interstate 95 provide an interconnected multimodal alternative to Seacrest Blvd	SE 21st Avenue	Federal Hwy (US 1)	SE 3rd Street	0.17	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Construct high visibility crosswalk and a PHB at Federal Hwy (US 1).
	SE 3rd Street	SE 21st Avenue	SE 23rd Avenue	0.14	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on the east side of the ROW; (2) an 8' to 10' wide shared-use path on the west side of ROW; (3) an 8' to 10' wide shared-use path on the east side of ROW and replace existing sidewalk.
	SE 23rd Avenue	SE 3rd Street	SE 2nd Street	0.06	**Major Multimodal Corridor (East)**	City	Widen existing sidewalk on the south side of the ROW. Coordinate with FEC Railroad on the appropriate type of multimodal upgrade along the south side of the ROW. Construct a high visibility crosswalk with an RRFB or PHB on SE 23rd Avenue at SE 3rd Street.
	SE 2nd Street	SE 23rd Avenue	SE 26th Avenue	0.19	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on east side of ROW; (3) an 8' to 10' wide shared-use path on west side of ROW replacing the existing sidewalk; or (4) a 5' wide sidewalk adjacent to the existing sidewalk on the west side of the ROW.
	SE 26th Avenue	SE 2nd Street	SE 1st Street	0.10	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on the north side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW and replace existing sidewalk and fill in sidewalk gaps on the side of the ROW without a shared-use path.
	SE 1st Street	SE 26th Avenue	SE 27th Avenue	0.07	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on the west side of the ROW; or (2) an 8' to 10' wide shared-use path on east side of ROW; or (3) construct a 5' wide sidewalk parallel to the existing sidewalk then construct an 8' to 10' wide shared use path to fill existing gap on west side of the ROW.
	SE 27th Avenue	SE 1st Street	SE 2nd Street	0.10	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and construct sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW.
	SE 2nd Street	SE 27th Avenue	SE 31st Avenue	0.39	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on the east side of the ROW; or (2) an 8' to 10' wide shared-use path on west side of ROW and fill in the gap in the sidewalk on the east side of the ROW; or (3) construct a 5' wide sidewalk parallel to the existing sidewalk then construct an 8' to 10' wide shared use path to fill existing gap on east side of the ROW. Multimodal corridor may run within portions of Betty Thomas Park.
	SE 31st Avenue	SE 2nd Street	Seacrest Blvd	0.38	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and construct sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Coordinate with County on access connections to Seacrest Scrub Natural Area if connections can be closed when the natural area is closed to the public.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Multimodal Connector Connectivity to Principal & Major Multimodal Corridors (East)	Bethesda Hospital (Baptist Healt	SW 23rd Avenue (Principal Multimodal Corridor East)	Seacrest Blvd	0.26	**Minor Multimodal Corridor (East)**	City / Hospital	Coordinate with Bethesda Hospital (Baptist Health) on the construction of a context sensitive multimodal improvement that connects SW 23rd Avenue with Seacrest Blvd. The preference would be a 10' to 12' wide shared-use path either within a ROW or an easement. The intent of the multimodal improvement would be to connect the Principal and Major Multimodal Corridors East with the Hospital. The alignment shown on the map is conceptual and the attempt is to run along the perimeter of the property to minimize any conflicts with internal circulation of the hospital.
	SE 26th Avenue	Seacrest Blvd	SE 1st Street (Major Multimodal Corridor East)	0.18	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on the north side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW and replace existing sidewalk and fill in sidewalk gaps on the side of the ROW without a shared-use path. Construct high visibility crosswalks at Seacrest Blvd.
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	SE 21st Avenue	SE 23rd Avenue	0.14	**Major Multimodal Corridor (US 1)**	City / FDOT	Evaluate adding additional 4" pavement marking adjacent to existing bike lanes along both sides of the ROW to provide an additional buffer. Add periodic green pavement markings along bicycle lanes to increase visibility. Underground existing overhead utilities. Construct high visibility crosswalks at SE 23rd Avenue.
	Federal Hwy (US 1)	SE 23rd Avenue	Old Dixie Hwy	0.45	**Major Multimodal Corridor (US 1)**	City / FDOT	Evaluate adding additional 4" pavement marking adjacent to existing bike lanes along both sides of the ROW to provide an additional buffer. Add periodic green pavement markings along bicycle lanes to increase visibility. Underground existing overhead utilities. Evaluate the construction of high visibility crosswalks and a pedestrian hybrid beacon (PHB) at the intersection of US Hwy 1 and Old Dixie Hwy.
Multimodal Connector Major Multimodal Corridor (US 1) to Principal Multimodal Corridor (East)	Old Dixie Hwy	Federal Hwy (US 1)	Gulfstream Blvd	0.79	**Minor Multimodal Corridor (East)**	City	Widen existing sidewalks to shared-use paths or construct protected bicycle lanes adjacent to existing sidewalks along both side of the ROW. Evaluate intersections for multimodal safety enhancements.
	Gulfstream Blvd	Federal Hwy (US 1)	Seacrest Blvd	0.50	**Minor Multimodal Corridor (East)**	City	Widen existing sidewalk on the north side of ROW to a 10' to 12' wide shared-use path. Add landscape and enhanced crosswalks along the north side of the ROW.
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	Old Dixie Hwy	Gulfstream Blvd	0.67	**Major Multimodal Corridor (US 1)**	City / FDOT	Evaluate adding additional 4" pavement marking adjacent to existing bike lanes along both sides of the ROW to provide an additional buffer. Add periodic green pavement markings along bicycle lanes to increase visibility. Underground existing overhead utilities. Construct high visibility crosswalks at Gulfstream Blvd.
BOARDWALKS PROPOSED BETWEEN GATEWAY BLVD & GULFSTREAM BLVD							
Boardwalks	New Boardwalk	NE 6th Ave	Boynton Beach Blvd	0.18	**Boardwalk**	City	Construct 12' to 14' wide boardwalk along intercoastal.
	New Boardwalk	E Ocean Ave	SE 2nd Ave	0.10	**Boardwalk**	City	Upgrade existing boardwalk along intercoastal adjacent to the Coastal Towers Condo Association.
	New Boardwalk	Snug Harbor Dr	Existing boardwalk at Seagate Condos	0.37	**Boardwalk**	City	Construct 12' to 14' wide boardwalk along intercoastal.
	New Boardwalk	Tuscan Wy (Existing Boardwalk)	Jaycee Park	0.17	**Boardwalk**	City	Construct 12' to 14' wide boardwalk along intercoastal.
	New Boardwalk	Jaycee Park (Existing boardwalk)	Colonial Club (Existing boardwalk)	0.02	**Boardwalk**	City	Construct new 12' to 14' boardwalk in small gap between existing boardwalks at Jaycee Park and the Colonial Club

APPENDIX G3

Multimodal Corridors Plan Detail: West

APPENDIX G3: MULTIMODAL CORRIDOR PLAN DETAIL (WEST)

Corridor	Street	From	To	Length (Mi)	Project Type	Construction / Maintenance Entity	Project Description
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
Principal Multimodal Corridor (West of Interstate 95 providing an interconnected multimodal alternative to Congress Avenue) **Connects the following:** **Lake Worth Christian School, Imagine Chancellor School, TRI-Rail Station, Pioneer Canal Park, Laurel Hills Park, Private Community Parks, & Caloosa Park**	High Ridge Rd	Newport Place	Oakwood Ct	0.39	**Principal Multimodal Corridor (West)**	City / County	Widen existing sidewalks to 8' to 10' wide shared-use paths or construct 5' to 6' protected bike lanes parallel to existing sidewalks along both sides of the ROW. Enhances multimodal connectivity to Discovery Village and High Ridge Scrub Natural Area.
	High Ridge Rd	Oakwood Ct	Miner Rd	0.41	**Principal Multimodal Corridor (West)**	City / County	Widen existing sidewalks to 8' to 10' wide shared-use paths or construct 5' to 6' protected bike lanes parallel to existing sidewalks along both sides of the ROW. Enhances multimodal connectivity to Imagine Chancellor Charter School and Lake Worth Christian School.
	High Ridge Rd	Miner Rd	Gateway Blvd	0.55	**Principal Multimodal Corridor (West)**	City	Construct 10' shared-use paths on both sides of the ROW. Project is in the 2045 LRTP. High Ridge is proposed to be widened to four lanes from NW 25th Avenue to Miner Road (See Streets Plan).
	High Ridge Rd	Gateway Blvd	Park Ridge Blvd	0.63	**Principal Multimodal Corridor (West)**	City	Construct a 8' to 10' wide shared-use path west side of the ROW replacing the existing sidewalk. As an alternative, construct a 5' wide sidewalk adjacent to the existing sidewalk along the west side of the ROW.
	High Ridge Rd	Park Ridge Blvd	Stanley Weaver Canal	0.15	**Principal Multimodal Corridor (West)**	City	Construct an 8' to 10' wide shared-use path as a replacement of the existing sidewalk along the west side of the ROW. As an alternative, fill in the gap in the existing sidewalk to the canal and construct a 5' wide sidewalk adjacent to the existing sidewalk.
	Stanley Weaver Canal	High Ridge Rd	Pioneer Canal Park	0.21	**Principal Multimodal Corridor (West)**	City	Construct a 12' wide multimodal bridge across the Stanley Weaver Canal. Construct a 10' to 12' wide shared-use path along the south side of the canal. Coordinate with South FL WMD on use of canal ROW. As an alternative, seek to acquire an easement or purchase ROW from private property and construct the 10' to 12' wide shared-use path along the north side of the ROW and construct the multimodal bridge to connect with Pioneer Canal Park.
	Pioneer Canal Park	Stanley Weaver Canal	NW 13th Avenue	0.27	**Principal Multimodal Corridor (West)**	City	Construct a 10' to 12' wide shared-use path through the park to align with NW 7th Court. The shared-use path may be split into separate 5' to 6' wide paths to maneuver around existing trees or existing structures.
	NW 7th Court	NW 13th Avenue	NW 8th Avenue	0.28	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and complete sidewalk gaps along both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path along either side of the ROW and replace the existing sidewalk. Or fill in sidewalk gaps on one side of the ROW and construct a parallel 5' wide sidewalk (Provides a total of 10' of multimodal improvements for walking and bicycling).
	NW 8th Avenue	NW 7th Court	NW 7th Street	0.06	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and a 5' wide sidewalk along the north side of the ROW. As an alternative, construct an 8' to 10' wide shared-use path along the south side of the ROW and replace the existing sidewalk. Or construct a parallel 5' wide sidewalk on the south side of the ROW (Provides a total of 10' of multimodal improvements for walking and bicycling). The proposed improvement shifts to NW 7th Street due to limited ROW along NW 7th Court between NW 8th Avenue and NW 4th Avenue.
	NW 7th Street	NW 8th Avenue	NW 5th Avenue	0.16	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and complete sidewalk gaps along both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path along either side of the ROW and either replace the existing sidewalk or construct a parallel 5' wide sidewalk. If constructing a shared-use path, fill in gaps on the side of the ROW where the path is constructed.
	Laurel Hills Park	NW 5th Avenue	NW 4th Avenue	0.07	**Principal Multimodal Corridor (West)**	City	Construct an 8' to 10' wide shared-use path through Laurel Hills Park due to a 30' wide ROW along NW 7th Street from NW 5th Avenue to Boynton Beach Blvd. The shared-use path may be split into separate 5' wide paths to maneuver around existing trees or existing structures.
	NW 4th Avenue	NW 7th Street	NW 7th Court	0.05	**Principal Multimodal Corridor (West)**	City	Construct an 8' to 10' wide shared-use path through Laurel Hills Park. The shared-use path may be split into separate 5' wide paths to maneuver around existing trees or existing structures. Construct a raised table-top crosswalk with a vertical crossing to transition from the north side of the ROW to the south side of the ROW and avoid the need to acquire an easement or ROW along the north side of NW 4th Avenue outside of the park parcel.
	NW 7th Court	NW 4th Avenue	Boynton Beach Blvd (SR 804)	0.14	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and complete sidewalk gaps along the west side of the ROW. As an alternative, construct an 8' to 10' wide shared-use path along the east side of the ROW and fill in the sidewalk gaps on the west side of the ROW. Or fill in the sidewalk gaps on the west side of the ROW and construct a parallel 5' wide sidewalk on the west side of the ROW (provides a total of 10' for walking and bicycling).

APPENDIX G3: MULTIMODAL CORRIDOR PLAN DETAIL (WEST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
Principal Multimodal Corridor (West of Interstate 95 providing an interconnected multimodal alternative to Congress Avenue) **Connects the following:** **Lake Worth Christian School, Imagine Chancellor School, TRI-Rail Station, Pioneer Canal Park, Laurel Hills Park, Private Community Parks, & Caloosa Park**	Boynton Beach Blvd (SR 804)	NW 7th Court	SW 8th Street	0.11	**Principal Multimodal Corridor (West)**	City / FDOT	Provide high-visibility cross-walks along the north side of the ROW where crossing an intersection or driveway. Evaluate the acquisition of an easement or ROW to provide a 10' wide shared-use path on the north side of the ROW. Provide high visibility crosswalks at SW 8th Street. Upgraded bicycle lanes and sidewalk improvements are currently funded in FY 25 / 26 as part of a resurfacing project along Boynton Beach Rd.
	SW 8th Street	Boynton Beach Blvd (SR 804)	Ocean Drive	0.28	**Principal Multimodal Corridor (West)**	City	Construct protected bike lanes along both sides of the ROW adjacent to the existing sidewalks. Provide high visibility crosswalks across intersections. If not feasible, add on-street bicycle lanes and a 8' to 10' wide shared-use path along the west side of the ROW. The shared-use path can either replace the existing sidewalk or construct an adjacent 5' wide sidewalk. A center turn lane is also proposed for this corridor (See Streets Plan).
	Ocean Drive	SW 8th Street	SW 18th Street	0.36	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Provide a raised intersection, high visibility crosswalks, or a roundabout at SW 18th Street. If on-street bicycle lanes are provided, provide access ramps to sidewalks where the are structures over canals. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 18th Street	Ocean Drive	Woolbright Rd	0.84	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Provide high visibility crosswalks at Woolbright Road. If on-street bicycle lanes are provided, provide access ramps to sidewalks where the are structures over canals. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 18th Street	Woolbright Rd	SW 23rd Avenue	0.56	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Provide high visibility crosswalks and a pedestrian hybrid beacon (PHB) at SW 23rd Avenue. If on-street bicycle lanes are provided, provide access ramps to sidewalks where the are structures over canals. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 12th Court	SW 23rd Avenue	SW 11th Street	0.25	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps along both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Fill in gaps in the sidewalk system along the side of the ROW where the shared-use path is constructed. Construct a raised intersection or high visibility crosswalks at SW 11th Street. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 11th Street	SW 23rd Avenue	Caloosa Park Trail	0.49	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk along one side of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the small portions of existing sidewalks. Construct a raised intersection or high visibility crosswalks at SW 27th Avenue. Construct the improvements to the existing multimodal bridge over the canal. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.

APPENDIX G3: MULTIMODAL CORRIDOR PLAN DETAIL (WEST)

Corridor	Street	From	To	Length (Mi)	Project Type	Construction / Maintenance Entity	Project Description
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Major Multimodal Corridor (West of Interstate 95 providing an interconnected multimodal alternative to Congress Avenue) **Connects the following:** **Boynton Beach High School, Renaissance Commons, Boynton Beach Mall, & Congress Middle School**	Park Ridge Blvd	High Ridge Rd	Alpha Dr	0.41	**Major Multimodal Corridor (West)**	City	Construct a 10' wide shared-use path along the south side of the ROW or add a 5' wide sidewalk adjacent to the existing sidewalk along the north side of the ROW.
	Park Ridge Connector	Park Ridge Blvd	Renaissance Commons Blvd	0.52	**Major Multimodal Corridor (West)**	City / Other Government	Construct a 10' wide shared-use path that connects the proposed Park Ridge Blvd shared-use path and runs along the north side of the Stanley Weaver Canal and includes a multimodal bridge over the Lake Ida Canal to connect with the existing multimodal facility parallel to the Stanley Weaver Canal. If the multimodal facility on the north side of the ROW is privately owned between the Lake Ida Canal and Renaissance Commons Blvd, evaluate construction of an 8' to 10' wide shared-use path within the canal ROW. Coordinate use of canal ROW with School Board and S. FL. WMD.
	Renaissance Commons Blvd	North side of canal	South side of canal	0.03	**Major Multimodal Corridor (West)**	City / Developer / Other Government	Provide high-visibility crosswalks or raised crosswalks and rapid rectangular flashing beacons (RRFBs) on north and south sides of the bridge at the crossing locations for multimodal facilities.
	Renaissance Commons Connector	Renaissance Commons Blvd	Congress Ave	0.15	**Major Multimodal Corridor (West)**	City / Developer / Other Government	Construct an 8' to 10' wide shared-use path or a 5' to 6' wide path on the north side of the existing sidewalk. Coordinate use of canal ROW with S. FL. WMD. Construct a high visibility crosswalk and a pedestrian hybrid beacon (PHB) at Congress Ave. Separate facilities for people walking and bicycling is preferred to maintain existing landscape. Install lighting along the multimodal facilities. **Alternative:** If a PHB is not permitted at Congress Ave, then direct people walking and bicycling to travel south (.10 miles) along the west side of Congress Ave to cross at the Boynton Village traffic signal.
	Renaissance Commons Connector	Congress Ave	Boynton Mall Trail	0.26	**Major Multimodal Corridor (West)**	City / Developer / Other Government	Construct an 8' to 10' wide shared-use path on the southside of the canal. Coordinate use of canal ROW with Lake Worth Drainage District. If the S. FL. WMD and Lake Worth Drainage District does not grant use of the canal ROW, coordinate with CDD and private property owners to evaluate use of Audace Ave and Mall Entrance Road to provide a parallel multimodal facility to the shared-use path along the canal. **Alternative:** If a PHB is not permitted at Congress Ave, then consider an 8' wide shared-use path along the northern access connection to Congress Ave that aligns with the Boynton Village traffic signal or upgrade the current 5' wide sidewalk along the west side of Congress Avenue to an 8' to 10' wide shared-use path. Construct a high visibility crosswalks along the north side of the Congress Ave intersection.
	Boynton Mall Trail	Renaissance Commons Connector	Winchester Park Blvd	0.85	**Major Multimodal Corridor (West)**	City / Developer	Construct an 8' to 10' wide shared-use path along the western and southern portions of the mall from the canal to the Mall Entrance Road that aligns with Winchester Park Blvd. Construction of the shared-use path will require coordination with the Mall Owners and obtaining a public access easement for the multimodal facility.
	Winchester Park Blvd	Boynton Mall Trail	Boynton Beach Blvd (SR 804)	0.37	**Major Multimodal Corridor (West)**	City / FDOT	Widen existing sidewalks to 8' to 10' wide shared-use paths or construct 5' to 6' protected bike lanes parallel to existing sidewalks along both sides of the ROW. Due to turn lanes, portions of the bicycle lanes may need to share the facility with the existing sidewalk. Construct high visibility crosswalks at both Old Boynton Road and Boynton Beach Blvd.
	Ocean Drive Connector	Boynton Beach Blvd (SR 804)	Congress Ave	0.37	**Major Multimodal Corridor (West)**	City / Developer / Other Government	Construct a 12' to 14' wide multi-use trail that connects Congress Avenue and Boynton Beach Blvd at the intersection with Winchester Park Blvd. The multimodal corridor will require coordination with adjacent property owners to secure the necessary rights-of-way (ROW) or easements. Construct high visibility crosswalks at Congress Avenue.
	Ocean Drive	Congress Ave	SW 18th Street	0.39	**Major Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
Major Multimodal Corridor (Gateway Blvd)	Gateway Blvd	I-95 East Ramps	High Ridge Rd	0.20	**Major Multimodal Corridor (Gateway Blvd)**	City / FDOT	Construct wider sidewalks and buffered bicycle lanes as part of resurfacing and future interchange improvements. Currently 2045 LRTP project.
	Gateway Blvd	High Ridge Rd	Quantum Blvd	0.55	**Major Multimodal Corridor (Gateway Blvd)**	City	Construct wider sidewalks where ROW is available. Construct buffered bicycle lanes in conjunction with future resurfacing
	Gateway Blvd	Quantum Blvd	Renaissance Commons Blvd	0.41	**Major Multimodal Corridor (Gateway Blvd)**	City	Construct wider sidewalks where ROW is available. Construct buffered bicycle lanes in conjunction with future resurfacing
	Gateway Blvd	Renaissance Commons Blvd	Congress Ave	0.22	**Major Multimodal Corridor (Gateway Blvd)**	City	Construct wider sidewalks where ROW is available. Construct buffered bicycle lanes in conjunction with future resurfacing
Major Multimodal Corridor (Boynton Beach Blvd)	Boynton Beach Blvd (SR 804)	I-95 East Ramps	I-95 West Ramps	0.18	**Major Multimodal Corridor (Boynton Beach Blvd)**	City / FDOT	Construct wider sidewalks and buffered bicycle lanes as part of resurfacing and future interchange improvements. Currently funded in FY 25 / 26.
	Boynton Beach Blvd (SR 804)	I-95 West Ramps	Congress Avenue	1.00	**Major Multimodal Corridor (Boynton Beach Blvd)**	City / FDOT	Construct wider sidewalks and buffered bicycle lanes as part of resurfacing. Currently funded in FY 25 / 26. A portion of this facility (0.16 miles) between NW 7th Street and SW 8th Street is part of the Principal Multimodal Corridor West of I-95.
	Boynton Beach Blvd (SR 804)	Congress Avenue	Winchester Park Blvd	0.20	**Major Multimodal Corridor (Boynton Beach Blvd)**	City / FDOT	Construct wider sidewalks and buffered bicycle lanes as part of resurfacing.

APPENDIX G3: MULTIMODAL CORRIDOR PLAN DETAIL (WEST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
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Multimodal Connector (Connect existing multimodal facilities on Congress Avenue with proposed Principal Multimodal Corridor (West)	Miner Road	High Ridge Rd	Quantum Connector Trail	0.32	**Minor Multimodal Corridor (West)**	City / County	Construct a 10' wide shared-use path on the south side of the ROW. Provide a connection to the Quantum Connector Trail. Proposed center turn lane (See Streets Plan).
	Miner Road	Quantum Connector Trail	Congress Ave	0.63	**Minor Multimodal Corridor (West)**	City / County	Construct an 8' to 10' wide shared-use path on the south side of the ROW to provide a connection to Congress Avenue. Proposed center turn lane (See Streets Plan).
Multimodal Connector (Connects Miner Road, Thomas A. McGillicuddy Eco-Park and existing multimodal facilities on Quantum Blvd & Congress Avenue)	Quantum Blvd Connector	Miner Road	Quantum Blvd	0.43	**Minor Multimodal Corridor (West)**	City	Construct a 10' to 12' wide shared-use path within the Thomas A. McGillicuddy Eco-Park At Quantum Corporate Park that connects the proposed multimodal connector on Miner Rd to the existing shared-use path on Quantum Blvd. Construct a Rectangular Rapid Reflective Beacon (RRFB) at the existing crosswalk.
	Quantum Blvd (existing shared-use path)	Quantum Blvd Connector	Gateway Blvd	0.37	**Minor Multimodal Corridor (West)**	City	An 8' wide shared-use path exist on the west side of the ROW. Construct high visibility crosswalks at intersections and driveways. Add hardscape and landscape amenities along the corridor. The existing shared-use path provides connectivity to Gateway Blvd.
		Quantum Blvd Connector	Congress Ave	0.83	**Minor Multimodal Corridor (West)**	City	An 8' wide shared-use path exist on the south side of the ROW. Construct high visibility crosswalks at intersections and driveways. Add hardscape and landscape amenities along the corridor. The existing shared-use path provides connectivity to Congress Ave.
Multimodal Connector (Connects Principal Multimodal Corridor (West) with Woolbright Ave)	SW 8th Street	Ocean Drive	Woolbright Rd	0.74	**Minor Multimodal Corridor (West)**	City	Evaluate direction protected bicycle lanes on both sides of the ROW and a bi-directional protected bicycle lane on the east side of the ROW. Where ROW is constrained, bicycle lanes and shared-use paths can be merged into one multimodal facility. If protected bicycle lanes are not feasible, evaluate buffered or standard on-street bicycle lanes. A shared-use path on the west side of the ROW or a wider shared-use path on the east side of the ROW is an alternative to bike lanes.
Multimodal Connectors (Connects Principal Multimodal Corridor (West) with Congress Ave, Woolbright Road and SW 23rd Ave)	SW Congress Blvd	SW 18th Street	Congress Avenue	0.45	**Minor Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Construct a raised intersection or high visibility crosswalk at SW 22nd Street.
	SW 22nd Street	SW Congress Avenue	Woolbright Road	0.26	**Minor Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Provide high visibility crosswalks and a pedestrian hybrid beacon (PHB) at Woolbright Rd. If on-street bicycle lanes are provided, provide access ramps to sidewalks where the are structures over canals.
	SW 22nd Street	Woolbright Road	SW 19th Avenue	0.18	**Minor Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Construct a raised intersection or high visibility crosswalk at SW 19th Avenue.
	SW 19th Avenue	SW 18th Street	Congress Avenue	0.39	**Minor Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Construct a raised intersection or high visibility crosswalk at SW 18th Avenue.
	Campanelli Blvd	SW 18th Street	SW 23rd Avenue	0.31	**Minor Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Construct a high visibility crosswalk with an RRFB or PHB at SW 23rd Avenue.
	SW 27th Avenue	SW 11th Street	Congress Avenue	0.47	**Minor Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk along one side of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the small portions of existing sidewalks. Construct a raised intersection or high visibility crosswalks at SW 27th Avenue. Construct the improvements to the existing multimodal bridge over the canal. An alternative maybe to construct 5' wide sidewalks along both sides of the ROW to fill in gaps in the existing sidewalk network.

APPENDIX G3: MULTIMODAL CORRIDOR PLAN DETAIL (WEST)

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Principal Multimodal Corridor (West of Interstate 95 providing an interconnected multimodal alternative to Congress Avenue) **Connects the following:** **Lake Worth Christian School, Imagine Chancellor School, TRI-Rail Station, Pioneer Canal Park, Laurel Hills Park, Private Community Parks, & Caloosa Park**	High Ridge Rd	Newport Place	Oakwood Ct	0.39	**Principal Multimodal Corridor (West)**	City / County	Widen existing sidewalks to 8' to 10' wide shared-use paths or construct 5' to 6' protected bike lanes parallel to existing sidewalks along both sides of the ROW. Enhances multimodal connectivity to Discovery Village and High Ridge Scrub Natural Area.
	High Ridge Rd	Oakwood Ct	Miner Rd	0.41	**Principal Multimodal Corridor (West)**	City / County	Widen existing sidewalks to 8' to 10' wide shared-use paths or construct 5' to 6' protected bike lanes parallel to existing sidewalks along both sides of the ROW. Enhances multimodal connectivity to Imagine Chancellor Charter School and Lake Worth Christian School.
	High Ridge Rd	Miner Rd	Gateway Blvd	0.55	**Principal Multimodal Corridor (West)**	City	Construct 10' shared-use paths on both sides of the ROW. Project is in the 2045 LRTP. High Ridge is proposed to be widened to four lanes from NW 25th Avenue to Miner Road (See Streets Plan).
	High Ridge Rd	Gateway Blvd	Park Ridge Blvd	0.63	**Principal Multimodal Corridor (West)**	City	Construct a 8' to 10' wide shared-use path west side of the ROW replacing the existing sidewalk. As an alternative, construct a 5' wide sidewalk adjacent to the existing sidewalk along the west side of the ROW.
	High Ridge Rd	Park Ridge Blvd	Stanley Weaver Canal	0.15	**Principal Multimodal Corridor (West)**	City	Construct an 8' to 10' wide shared-use path as a replacement of the existing sidewalk along the west side of the ROW. As an alternative, fill in the gap in the existing sidewalk to the canal and construct a 5' wide sidewalk adjacent to the existing sidewalk.
	Stanley Weaver Canal	High Ridge Rd	Pioneer Canal Park	0.21	**Principal Multimodal Corridor (West)**	City	Construct a 12' wide multimodal bridge across the Stanley Weaver Canal. Construct a 10' to 12' wide shared-use path along the south side of the canal. Coordinate with South FL WMD on use of canal ROW. As an alternative, seek to acquire an easement or purchase ROW from private property and construct the 10' to 12' wide shared-use path along the north side of the ROW and construct the multimodal bridge to connect with Pioneer Canal Park.
	Pioneer Canal Park	Stanley Weaver Canal	NW 13th Avenue	0.27	**Principal Multimodal Corridor (West)**	City	Construct a 10' to 12' wide shared-use path through the park to align with NW 7th Court. The shared-use path may be split into separate 5' to 6' wide paths to maneuver around existing trees or existing structures.
	NW 7th Court	NW 13th Avenue	NW 8th Avenue	0.28	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and complete sidewalk gaps along both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path along either side of the ROW and replace the existing sidewalk. Or fill in sidewalk gaps on one side of the ROW and construct a parallel 5' wide sidewalk (Provides a total of 10' of multimodal improvements for walking and bicycling).
	NW 8th Avenue	NW 7th Court	NW 7th Street	0.06	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and a 5' wide sidewalk along the north side of the ROW. As an alternative, construct an 8' to 10' wide shared-use path along the south side of the ROW and replace the existing sidewalk. Or construct a parallel 5' wide sidewalk on the south side of the ROW (Provides a total of 10' of multimodal improvements for walking and bicycling). The proposed improvement shifts to NW 7th Street due to limited ROW along NW 7th Court between NW 8th Avenue and NW 4th Avenue.
	NW 7th Street	NW 8th Avenue	NW 5th Avenue	0.16	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and complete sidewalk gaps along both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path along either side of the ROW and either replace the existing sidewalk or construct a parallel 5' wide sidewalk. If constructing a shared-use path, fill in gaps on the side of the ROW where the path is constructed.
	Laurel Hills Park	NW 5th Avenue	NW 4th Avenue	0.07	**Principal Multimodal Corridor (West)**	City	Construct an 8' to 10' wide shared-use path through Laurel Hills Park due to a 30' wide ROW along NW 7th Street from NW 5th Avenue to Boynton Beach Blvd. The shared-use path may be split into separate 5' wide paths to maneuver around existing trees or existing structures.
	NW 4th Avenue	NW 7th Street	NW 7th Court	0.05	**Principal Multimodal Corridor (West)**	City	Construct an 8' to 10' wide shared-use path through Laurel Hills Park. The shared-use path may be split into separate 5' wide paths to maneuver around existing trees or existing structures. Construct a raised table-top crosswalk with a vertical crossing to transition from the north side of the ROW to the south side of the ROW and avoid the need to acquire an easement or ROW along the north side of NW 4th Avenue outside of the park parcel.
	NW 7th Court	NW 4th Avenue	Boynton Beach Blvd (SR 804)	0.14	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and complete sidewalk gaps along the west side of the ROW. As an alternative, construct an 8' to 10' wide shared-use path along the east side of the ROW and fill in the sidewalk gaps on the west side of the ROW. Or fill in the sidewalk gaps on the west side of the ROW and construct a parallel 5' wide sidewalk on the west side of the ROW (provides a total of 10' for walking and bicycling).

APPENDIX G3: MULTIMODAL CORRIDOR PLAN DETAIL (WEST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
Principal Multimodal Corridor (West of Interstate 95 providing an interconnected multimodal alternative to Congress Avenue) **Connects the following:** **Lake Worth Christian School, Imagine Chancellor School, TRI-Rail Station, Pioneer Canal Park, Laurel Hills Park, Private Community Parks, & Caloosa Park**	Boynton Beach Blvd (SR 804)	NW 7th Court	SW 8th Street	0.11	**Principal Multimodal Corridor (West)**	City / FDOT	Provide high-visibility cross-walks along the north side of the ROW where crossing an intersection or driveway. Evaluate the acquisition of an easement or ROW to provide a 10' wide shared-use path on the north side of the ROW. Provide high visibility crosswalks at SW 8th Street. Upgraded bicycle lanes and sidewalk improvements are currently funded in FY 25 / 26 as part of a resurfacing project along Boynton Beach Rd.
	SW 8th Street	Boynton Beach Blvd (SR 804)	Ocean Drive	0.28	**Principal Multimodal Corridor (West)**	City	Construct protected bike lanes along both sides of the ROW adjacent to the existing sidewalks. Provide high visibility crosswalks across intersections. If not feasible, add on-street bicycle lanes and a 8' to 10' wide shared-use path along the west side of the ROW. The shared-use path can either replace the existing sidewalk or construct an adjacent 5' wide sidewalk. A center turn lane is also proposed for this corridor (See Streets Plan).
	Ocean Drive	SW 8th Street	SW 18th Street	0.36	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Provide a raised intersection, high visibility crosswalks, or a roundabout at SW 18th Street. If on-street bicycle lanes are provided, provide access ramps to sidewalks where the are structures over canals. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 18th Street	Ocean Drive	Woolbright Rd	0.84	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Provide high visibility crosswalks at Woolbright Road. If on-street bicycle lanes are provided, provide access ramps to sidewalks where the are structures over canals. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 18th Street	Woolbright Rd	SW 23rd Avenue	0.56	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Provide high visibility crosswalks and a pedestrian hybrid beacon (PHB) at SW 23rd Avenue. If on-street bicycle lanes are provided, provide access ramps to sidewalks where the are structures over canals. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 12th Court	SW 23rd Avenue	SW 11th Street	0.25	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps along both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Fill in gaps in the sidewalk system along the side of the ROW where the shared-use path is constructed. Construct a raised intersection or high visibility crosswalks at SW 11th Street. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 11th Street	SW 23rd Avenue	Caloosa Park Trail	0.49	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk along one side of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the small portions of existing sidewalks. Construct a raised intersection or high visibility crosswalks at SW 27th Avenue. Construct the improvements to the existing multimodal bridge over the canal. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.

APPENDIX G3: MULTIMODAL CORRIDOR PLAN DETAIL (WEST)

Corridor	Street	From	To	Length (Mi)	Project Type	Construction / Maintenance Entity	Project Description
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
Major Multimodal Corridor (West of Interstate 95 providing an interconnected multimodal alternative to Congress Avenue) **Connects the following:** **Boynton Beach High School, Renaissance Commons, Boynton Beach Mall, & Congress Middle School**	Park Ridge Blvd	High Ridge Rd	Alpha Dr	0.41	**Major Multimodal Corridor (West)**	City	Construct a 10' wide shared-use path along the south side of the ROW or add a 5' wide sidewalk adjacent to the existing sidewalk along the north side of the ROW.
	Park Ridge Connector	Park Ridge Blvd	Renaissance Commons Blvd	0.52	**Major Multimodal Corridor (West)**	City / Other Government	Construct a 10' wide shared-use path that connects the proposed Park Ridge Blvd shared-use path and runs along the north side of the Stanley Weaver Canal and includes a multimodal bridge over the Lake Ida Canal to connect with the existing multimodal facility parallel to the Stanley Weaver Canal. If the multimodal facility on the north side of the ROW is privately owned between the Lake Ida Canal and Renaissance Commons Blvd, evaluate construction of an 8' to 10' wide shared-use path within the canal ROW. Coordinate use of canal ROW with School Board and S. FL. WMD.
	Renaissance Commons Blvd	North side of canal	South side of canal	0.03	**Major Multimodal Corridor (West)**	City / Developer / Other Government	Provide high-visibility crosswalks or raised crosswalks and rapid rectangular flashing beacons (RRFBs) on north and south sides of the bridge at the crossing locations for multimodal facilities.
	Renaissance Commons Connector	Renaissance Commons Blvd	Congress Ave	0.15	**Major Multimodal Corridor (West)**	City / Developer / Other Government	Construct an 8' to 10' wide shared-use path or a 5' to 6' wide path on the north side of the existing sidewalk. Coordinate use of canal ROW with S. FL. WMD. Construct a high visibility crosswalk and a pedestrian hybrid beacon (PHB) at Congress Ave. Separate facilities for people walking and bicycling is preferred to maintain existing landscape. Install lighting along the multimodal facilities. **Alternative:** If a PHB is not permitted at Congress Ave, then direct people walking and bicycling to travel south (.10 miles) along the west side of Congress Ave to cross at the Boynton Village traffic signal.
	Renaissance Commons Connector	Congress Ave	Boynton Mall Trail	0.26	**Major Multimodal Corridor (West)**	City / Developer / Other Government	Construct an 8' to 10' wide shared-use path on the southside of the canal. Coordinate use of canal ROW with Lake Worth Drainage District. If the S. FL. WMD and Lake Worth Drainage District does not grant use of the canal ROW, coordinate with CDD and private property owners to evaluate use of Audace Ave and Mall Entrance Road to provide a parallel multimodal facility to the shared-use path along the canal. **Alternative:** If a PHB is not permitted at Congress Ave, then consider an 8' wide shared-use path along the northern access connection to Congress Ave that aligns with the Boynton Village traffic signal or upgrade the current 5' wide sidewalk along the west side of Congress Avenue to an 8' to 10' wide shared-use path. Construct a high visibility crosswalks along the north side of the Congress Ave intersection.
	Boynton Mall Trail	Renaissance Commons Connector	Winchester Park Blvd	0.85	**Major Multimodal Corridor (West)**	City / Developer	Construct an 8' to 10' wide shared-use path along the western and southern portions of the mall from the canal to the Mall Entrance Road that aligns with Winchester Park Blvd. Construction of the shared-use path will require coordination with the Mall Owners and obtaining a public access easement for the multimodal facility.
	Winchester Park Blvd	Boynton Mall Trail	Boynton Beach Blvd (SR 804)	0.37	**Major Multimodal Corridor (West)**	City / FDOT	Widen existing sidewalks to 8' to 10' wide shared-use paths or construct 5' to 6' protected bike lanes parallel to existing sidewalks along both sides of the ROW. Due to turn lanes, portions of the bicycle lanes may need to share the facility with the existing sidewalk. Construct high visibility crosswalks at both Old Boynton Road and Boynton Beach Blvd.
	Ocean Drive Connector	Boynton Beach Blvd (SR 804)	Congress Ave	0.37	**Major Multimodal Corridor (West)**	City / Developer / Other Government	Construct a 12' to 14' wide multi-use trail that connects Congress Avenue and Boynton Beach Blvd at the intersection with Winchester Park Blvd. The multimodal corridor will require coordination with adjacent property owners to secure the necessary rights-of-way (ROW) or easements. Construct high visibility crosswalks at Congress Avenue.
	Ocean Drive	Congress Ave	SW 18th Street	0.39	**Major Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
Major Multimodal Corridor (Gateway Blvd)	Gateway Blvd	I-95 East Ramps	High Ridge Rd	0.20	**Major Multimodal Corridor (Gateway Blvd)**	City / FDOT	Construct wider sidewalks and buffered bicycle lanes as part of resurfacing and future interchange improvements. Currently 2045 LRTP project.
	Gateway Blvd	High Ridge Rd	Quantum Blvd	0.55	**Major Multimodal Corridor (Gateway Blvd)**	City	Construct wider sidewalks where ROW is available. Construct buffered bicycle lanes in conjunction with future resurfacing
	Gateway Blvd	Quantum Blvd	Renaissance Commons Blvd	0.41	**Major Multimodal Corridor (Gateway Blvd)**	City	Construct wider sidewalks where ROW is available. Construct buffered bicycle lanes in conjunction with future resurfacing
	Gateway Blvd	Renaissance Commons Blvd	Congress Ave	0.22	**Major Multimodal Corridor (Gateway Blvd)**	City	Construct wider sidewalks where ROW is available. Construct buffered bicycle lanes in conjunction with future resurfacing
Major Multimodal Corridor (Boynton Beach Blvd)	Boynton Beach Blvd (SR 804)	I-95 East Ramps	I-95 West Ramps	0.18	**Major Multimodal Corridor (Boynton Beach Blvd)**	City / FDOT	Construct wider sidewalks and buffered bicycle lanes as part of resurfacing and future interchange improvements. Currently funded in FY 25 / 26.
	Boynton Beach Blvd (SR 804)	I-95 West Ramps	Congress Avenue	1.00	**Major Multimodal Corridor (Boynton Beach Blvd)**	City / FDOT	Construct wider sidewalks and buffered bicycle lanes as part of resurfacing. Currently funded in FY 25 / 26. A portion of this facility (0.16 miles) between NW 7th Street and SW 8th Street is part of the Principal Multimodal Corridor West of I-95.
	Boynton Beach Blvd (SR 804)	Congress Avenue	Winchester Park Blvd	0.20	**Major Multimodal Corridor (Boynton Beach Blvd)**	City / FDOT	Construct wider sidewalks and buffered bicycle lanes as part of resurfacing.

APPENDIX G3: MULTIMODAL CORRIDOR PLAN DETAIL (WEST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
Multimodal Connector (Connect existing multimodal facilities on Congress Avenue with proposed Principal Multimodal Corridor (West)	Miner Road	High Ridge Rd	Quantum Connector Trail	0.32	**Minor Multimodal Corridor (West)**	City / County	Construct a 10' wide shared-use path on the south side of the ROW. Provide a connection to the Quantum Connector Trail. Proposed center turn lane (See Streets Plan).
	Miner Road	Quantum Connector Trail	Congress Ave	0.63	**Minor Multimodal Corridor (West)**	City / County	Construct an 8' to 10' wide shared-use path on the south side of the ROW to provide a connection to Congress Avenue. Proposed center turn lane (See Streets Plan).
Multimodal Connector (Connects Miner Road, Thomas A. McGillicuddy Eco-Park and existing multimodal facilities on Quantum Blvd & Congress Avenue)	Quantum Blvd Connector	Miner Road	Quantum Blvd	0.43	**Minor Multimodal Corridor (West)**	City	Construct a 10' to 12' wide shared-use path within the Thomas A. McGillicuddy Eco-Park At Quantum Corporate Park that connects the proposed multimodal connector on Miner Rd to the existing shared-use path on Quantum Blvd. Construct a Rectangular Rapid Reflective Beacon (RRFB) at the existing crosswalk.
	Quantum Blvd (existing shared-use path)	Quantum Blvd Connector	Gateway Blvd	0.37	**Minor Multimodal Corridor (West)**	City	An 8' wide shared-use path exist on the west side of the ROW. Construct high visibility crosswalks at intersections and driveways. Add hardscape and landscape amenities along the corridor. The existing shared-use path provides connectivity to Gateway Blvd.
		Quantum Blvd Connector	Congress Ave	0.83	**Minor Multimodal Corridor (West)**	City	An 8' wide shared-use path exist on the south side of the ROW. Construct high visibility crosswalks at intersections and driveways. Add hardscape and landscape amenities along the corridor. The existing shared-use path provides connectivity to Congress Ave.
Multimodal Connector (Connects Principal Multimodal Corridor (West) with Woolbright Ave)	SW 8th Street	Ocean Drive	Woolbright Rd	0.74	**Minor Multimodal Corridor (West)**	City	Evaluate direction protected bicycle lanes on both sides of the ROW and a bi-directional protected bicycle lane on the east side of the ROW. Where ROW is constrained, bicycle lanes and shared-use paths can be merged into one multimodal facility. If protected bicycle lanes are not feasible, evaluate buffered or standard on-street bicycle lanes. A shared-use path on the west side of the ROW or a wider shared-use path on the east side of the ROW is an alternative to bike lanes.
Multimodal Connectors (Connects Principal Multimodal Corridor (West) with Congress Ave, Woolbright Road and SW 23rd Ave)	SW Congress Blvd	SW 18th Street	Congress Avenue	0.45	**Minor Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Construct a raised intersection or high visibility crosswalk at SW 22nd Street.
	SW 22nd Street	SW Congress Avenue	Woolbright Road	0.26	**Minor Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Provide high visibility crosswalks and a pedestrian hybrid beacon (PHB) at Woolbright Rd. If on-street bicycle lanes are provided, provide access ramps to sidewalks where the are structures over canals.
	SW 22nd Street	Woolbright Road	SW 19th Avenue	0.18	**Minor Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Construct a raised intersection or high visibility crosswalk at SW 19th Avenue.
	SW 19th Avenue	SW 18th Street	Congress Avenue	0.39	**Minor Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Construct a raised intersection or high visibility crosswalk at SW 18th Avenue.
	Campanelli Blvd	SW 18th Street	SW 23rd Avenue	0.31	**Minor Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Construct a high visibility crosswalk with an RRFB or PHB at SW 23rd Avenue.
	SW 27th Avenue	SW 11th Street	Congress Avenue	0.47	**Minor Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk along one side of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the small portions of existing sidewalks. Construct a raised intersection or high visibility crosswalks at SW 27th Avenue. Construct the improvements to the existing multimodal bridge over the canal. An alternative maybe to construct 5' wide sidewalks along both sides of the ROW to fill in gaps in the existing sidewalk network.

APPENDIX H

Transit Plan

APPENDIX H: TRANSIT PLAN

Project Name	From	To	Length (Miles) or Quantity	Type	Maintenance	Project Description	Planning Level Cost (PLC)	Attributable Person Miles of Capacity (PMCa)	Reasonably Anticipated Funding (AF)	Attributable Planning Level Cost (PLCa)	Projected Headways (minutes)	Funding Source	Timeframe
ALL TRANSIT ROUTES ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH ROUTE WILL REQUIRE FURTHER EVALUATION. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT DESCRIPTIONS DUE TO FISCAL CONSTRAINTS AND POTENTIAL OVERLAP WITH EXISTING TRANSIT SERVICE.													
Circulator East	**Tri-Rail Station**	**Woolbright Mobility Hub**	5.04	Transit Circulator	City / County / State	Evaluate the viability of a transit circulator route that connects the TRI-Rail Station along High Ridge Rd with the proposed Downtown Mobility Hub and the Woolbright Mobility District. The circulator route would primarily run along Gateway Blvd and Federal Hwy (US 1). In Downtown, the circulator route may run along Boynton Beach Blvd, NE 1st St, and Ocean Ave. Within the Woolbright Mobility District, the route would need to be coordinated with private development. There may be a need to coordinate with FDOT to provide for a transit pre-emption signal to allow crossing of Federal Hwy at locations other than Woolbright Rd.	$2,150,000	24,200	$1,075,000	$1,075,000	**30**	50%, up to 100%, could come from city, county, federal and state funds, along with public private partnerships	2025 to 2035
Circulator West	**Tri-Rail Station**	**Woolbright Mobility Hub**	6.37	Transit Circulator	City / County / State	Evaluate the viability of a transit circulator route that connects the TRI-Rail Station along High Ridge Rd with Renaissance Commons, the Boynton Beach Mall, multi-family residential development along SW 8th Street and the Woolbright Mobility District. The circulator route would primarily run along Gateway Blvd, Renaissance Commons Blvd, Old Boynton Rd, SW 8th St and Woolbright Rd. Within Renaissance Commons, the Mall, and the Woolbright Mobility District, the route would need to be coordinated with private development.	$2,150,000	30,600	$1,075,000	$1,075,000	**30**	50%, up to 100%, could come from city, county, federal and state funds, along with public private partnerships	2025 to 2035
Downtown to Beach	**Downtown Mobility Hub**	**Ocean Front Beach Park Mobility Hub**	1.33	Transit Circulator	City / County / State	Evaluate the viability of a transit circulator route that connects the proposed Downtown Mobility Hub with the City's beach access along A1A. The route would run along NE 1st St, Ocean Ave, and A1A. The route is currently being served by on-demand service and may continue to be in the future.	$990,000	4,250	$495,000	$495,000	**15**	50%, up to 100%, could come from city, county, federal and state funds, along with public private partnerships	2025 to 2035
Downtown to Mall	**Downtown Mobility Hub**	**Boynton Beach Mall Mobility Hub**	3.99	Transit Circulator	City / County / State	Evaluate the viability of a transit circulator route that connects Downtown with the Boynton Beach Mall. The circulator route would connect the future Downtown Mobility Hub along NE 1st St and a future rail station along NE 4th St. The route would long along E. Ocean Ave in Downtown and Boynton Beach Blvd and Winchester Park Blvd and would serve the Mall and possibly Renaissance Commons. Thirty (30) minute headways, 15 passenger vehicle, 16 hour span of service, four (4) vehicles.	$2,150,000	19,150	$1,075,000	$1,075,000	**30**	50%, up to 100%, could come from city, county, federal and state funds, along with public private partnerships	2025 to 2035
Woolbright to Hospital	**Woolbright Mobility Hub**	**Bethesda Hospital Mobility Hub**	2.03	Transit Circulator	City / County / State	Evaluate the viability of a transit circulator route that connects the Woolbright Mobility District with the Hospital District. The route would run along Federal Hwy (US 1) and SE 23rd Ave. The route would need to be coordinated with private development within the Woolbright District and the Hospital. The route could be served by on-demand transit service. Fifteen (15) minute headways, 5 passenger vehicle, 16 hour span of service, eight (8) vehicles.	$990,000	6,500	$495,000	$495,000	**15**	50%, up to 100%, could come from city, county, federal and state funds, along with public private partnerships	2025 to 2035
On Demand Transit	**Boynton Beach Community Redevelopment Area (CRA)**		10.00	Transit Circulator	City / County / State	The City's CRA is currently funding on-demand transit service within Downtown and the current CRA boundary limits. The service could be extended to other areas or additional types of vehicles added. The vehicles could be stationed at the proposed Downtown Mobility Hub. The service would be coordinated with the proposed transit circulator. Fifteen (15) minute headways, 5 passenger vehicle, 16 hour span of service, sixteen (16) vehicles.	$1,230,000	32,000	$615,000	$615,000	**15**	50%, up to 100%, could come from city, county, federal and state funds, along with public private partnerships	2025 to 2035
Water Taxi Program	**Intercoastal Park**	**Gulfstream Golf Club**	4.38	Water Taxi	City / County / State	Evaluate the feasibility of water taxi service along the intercoastal. Hub (dock and marina) locations are subject to further evaluation. Total of ten (10) ADA accessible docks. Demand for service would become higher in conjunction with the future rail station Downtown.	$3,500,000	28,050	$1,750,000	$1,750,000	**30**	50%, up to 100%, could come from city, county, federal and state funds, along with public private partnerships	2025 to 2035
Mobility Hubs	**Transit Circulator Routes**		9.00	Mobility Hubs	City / County / State	Construct new ADA accessible mobility hubs (transit stops) with shelters and amenities. Upgrade existing transit stops with shelters, ADA accessibility improvements, and amenities. Coordinate with Palm Tran, the County, FDOT, and private developments to construct mobility hubs. Locations include: TRI-Rail Station, Boynton Beach Mall, Woolbright, Ocean Front Beach Park, Woolbright, Bethesda Hospital. Planning level cost of $225,000 per mobility hub.	$2,250,000	Capacity captured through transit circulators	$1,125,000	$1,125,000	--	50%, up to 100%, could come from city, county, federal and state funds, along with public private partnerships	2025 to 2035
Downtown Mobility Hub	**Downtown**		1.00	Mobility Hub	City / County / Developer / State	Construct a mobility hub that accommodates transit, bicycles, micromobility devices, and provides structured parking with up to 500 spaces to create a park once environment in Downtown along NE 1st St. Pursue public / private partnerships to provide parking. The Boca Raton Brightline station has 455 parking spaces.	$15,000,000	Capacity captured through multimodal corridors, streets, & transit circulators	$13,500,000	$1,500,000	--	90%, up to 100%, could come from county, federal and state funds, parking fares, and public private partnerships	2025 to 2035
NE 4th St Rail Station	**Downtown**		1.00	Rail Station	City / County / Developer / State	Construct a rail station along the FEC corridor to accommodate future rail service. The construction of the rail station would involve coordination with multiple entities. Coordinate parking and access with the Downtown Mobility Hub to serve the rail station. The parking need would be between 175 and 225 spaces compared to the Brightline Avenutra Station (225 spaces).	$20,000,000	Capacity captured through multimodal corridors, streets, & transit circulators	$18,000,000	$2,000,000	--	90%, up to 100%, could come from county, federal and state funds, parking fares, and public private partnerships	2025 to 2035

The total Attributable Planning Level Cost (PLCa) for development activity used to calculate the mobility fee is $14,705,000. The total Attributable Person Miles of Capacity (PMC) for development activity used to calculate the mobility fee is 28,950. The total anticipated funding is $42,705,000, with $31,500,000 of that funding for the Downtown Mobility Hub & NE 4th Street Rail Station.

Planning Level Cost (PLC): (1) Transit Circulator: Thirty (30) minute headways, 15 passenger vehicle, 16 hour span of service, four (4) vehicles. Vehicle cost $225,000 each. Cost of transit service is $250,000 per year for ten (10) years. (2) Transit Circulator: Fifteen (15) minute headways, 5 passenger vehicle, 16 hour span of service, eight (8) vehicles. Vehicle cost $30,000 each. Cost of transit service is $150,000 per year for ten (10) years. (3) Water Taxi: Thirty (30) minute headways, 20 passenger vessel, 16 hour span of service. Boats and service would be contracted out or part of a public private partnership. Cost of docks is $250,000 each. Cost of service is $200,000 per year for ten (10) years.

Person Miles of Capacity (PMC): (1) Transit Circulator: Thirty (30) minute headways equals 4 vehicles an hour multiplied by 15 passengers for 16 hours = 960. Multiply 960 by the length of the route, then multiply by 10 to reflect 10 years of service. (2) Transit Circulator: Fifteen (15) minute headways equals 8 vehicles an hour multiplied by 5 passengers for 16 hours = 640. Multiply 640 by the length of the route, then multiply by 10 to reflect 10 years of service. (3) Water Taxi: Thirty (30) minute headways equals 4 vessels an hour multiplied by 20 passengers for 16 hours = 1,280. Multiply 1,280 by the length of the route, then multiply by 10 to reflect 10 years of service.

APPENDIX I

Mobility Plan Programs

APPENDIX I: MOBILITY PLAN PROGRAMS

Project Name	Location	Project Description	Attributable Planning Level Cost (PLC)	Attributable Person Miles of Capacity (PMC)	Timeframe
Low Speed Streets Program	**Low Speed Streets Map**	The City shall develop a Low Speed Streets Program to provide residents various low speed street treatments that could be applied to streets in their neighborhood. The intent of the program is to be resident driven, where residents gather support from their adjacent neighbors to implement low speed street treatments and traffic calming measures. Initial priority areas are those streets that provide access to parks, schools, and connectivity between multimodal corridors. Low Speed Streets feature posted speed limits between 20 MPH and 25 MPH that carry low traffic volumes and feature changes to the physical geometry of the street right-of-way to achieve these posted speed limits. Physical changes can include treatments such as narrow travel lanes through restriping to add on-street parking, on-street bicycle lanes, or pilot projects that add on-street sidewalks through pavement markings where sidewalks do not exist. Physical changes may also include traffic calming features such as such as chicanes, chokers, curb extensions, mini traffic circles, painted or raised intersections, roundabouts, or speed tables. The Program may also include green street improvements such as reclaiming existing swales with low impact development stormwater treatments or adding canopy and understory street trees where feasible. Total length 7.0 miles.	$7,000,000	16,800	2025 to 2045
Micromobility & Low Speed Electric Vehicle Program	**Citywide**	The City shall consider development of a Micromobility & Low Speed Electric Vehicle Program and Ordinance regulating the use of micromobility devices (e.g., e-bike, e-scooters) and low speed electric vehicles within the City. The City will coordinate with the County and FDOT regarding use of micromobility devices and low speed electric vehicles on and crossing County and State Roads. The Program and Ordinance will address hours of operation, safety, shared mobility providers, rentals, and equipment.	$75,000	Captured through PMC for multimodal and street projects.	2025 to 2030
Vision Zero Action Plan	**Citywide**	Vision Zero is a national program that seeks to eliminate all traffic fatalities and severe injuries, while increasing education, safety, health, and mobility for all users. A Vison Zero Action Plan uses crash data to identify the high injury crash network, then programs countermeasures (including but not limited to capital improvements, law enforcement campaigns, and safety studies) to address the documented safety deficiencies	$250,000	Captured through PMC for multimodal and street projects.	2025 to 2030
Wayfinding Program	**Citywide**	The City shall consider development of a wayfinding program to further enhance the efficiency of the transportation system, improve access, and facilitate placemaking. Wayfinding and route signage are an essential component of multimodal planning elements beyond construction of a continuous, interconnected network of multimodal infrastructure. Wayfinding can be both physical and virtual tools that provide predictability and consistency in the way people find their point of interests. The Wayfinding Program would establish a brand identity and design standards and specifications for signage, maps, a digital app, etc.	$100,000	Captured through PMC for multimodal and transit projects.	2025 to 2035
ADA Curb Ramp Retrofit Program	**Citywide**	Fund upgrades to existing curb ramps to enhance mobility, safety, improve the quality of service in the community and comply with the American with Disability Act (ADA) requirements. The projects identified through the Curb Ramp Upgrade Program can be used for future Mobility Plan and Mobility Fee updates.	$500,000	Captured through PMC for multimodal, street, and transit projects.	2025 to 2035
Mobility Access Program	**Citywide**	Develop programs and pursue funding sources and public private opportunities to provide bikes, electric bikes, electric scooters, and passes for car share, ride share, and transit services to provide mobility to underserved members of the community.	$125,000	Captured through PMC for multimodal and transit projects.	2025 to 2035
Multimodal Plans, Programs, Services & Studies	**Citywide**	Prepare corridor, multimodal, street, and transit plans and studies, develop traffic count program, pursue matching grant fund opportunities through County, FDOT, Federal, State, and TPA Funding Programs, update mobility plan and fee, develop complete street policies, design standards, and programs. Explore shared mobility services and joint shared mobility, microtransit and transit services with adjacent municipalities, CRA, FDOT, Palm Beach County, transit authorities and private entities.	$1,250,000	Captured through PMC for multimodal, street, and transit projects.	2025 to 2035
Mobility Plan & Fee Implementation Program	**Citywide**	Update the Comprehensive Plan to reflect the Mobility Plan and adoption of a Mobility Fee. Further explore establishing Street, Multimodal, and Transit Quality of Service Standards. Develop follow-on plans, studies, and establish criteria and standards for Walking & Streetscape Enhancements, Multimodal Corridors, Curbless Shared Streets, Multimodal Crossing Evaluations, and Water Taxi Service. Consider development of mobility fee administrative manual or policies and service charges. Actively implement mobility plan projects and programs.	$375,000	Captured through PMC for multimodal, street, and transit projects.	2025 to 2030

Note: The total Attributable Planning Level Cost (PLC) for development activity used to calculate the mobility fee is $9,675,000. The total Attributable Person Miles of Capacity (PMC) is $16,800.

APPENDIX J

FDOT Generalized Tables

Appendix B: Florida's Generalized Service Volume Tables

Limited Access

Freeway Generalized Service Volume Tables

Peak Hour Directional

	B	C	D	E
2 Lane	2,400	3,170	3,970	4,150
3 Lane	3,390	4,600	5,810	6,130
4 Lane	4,340	6,060	7,700	8,170
5 Lane	5,480	7,450	9,680	10,390
6 Lane	6,630	9,220	11,520	12,760

(Core Urbanized)

	B	C	D	E
2 Lane	2,500	3,300	4,070	4,240
3 Lane	3,570	4,900	6,080	6,360
4 Lane	4,720	6,500	8,090	8,490
5 Lane	5,790	8,020	10,020	10,610

(Urbanized)

	B	C	D	E
2 Lane	2,430	3,180	3,790	3,910
3 Lane	3,520	4,670	5,610	5,870
4 Lane	4,630	6,170	7,440	7,830
5 Lane	5,690	7,640	9,220	9,800

(Transitioning)

	B	C	D	E
2 Lane	2,010	2,770	3,270	3,650
3 Lane	2,820	3,990	4,770	5,470
4 Lane	3,630	5,220	6,260	7,300

(Rural)

Peak Hour Two-Way

	B	C	D	E
4 Lane	4,360	5,760	7,220	7,550
6 Lane	6,160	8,360	10,560	11,150
8 Lane	7,890	11,020	14,000	14,850
10 Lane	9,960	13,550	17,600	18,890
12 Lane	12,050	16,760	20,950	23,200

	B	C	D	E
4 Lane	4,550	6,000	7,400	7,710
6 Lane	6,490	8,910	11,050	11,560
8 Lane	8,580	11,820	14,710	15,440
10 Lane	10,530	14,580	18,220	19,290

	B	C	D	E
4 Lane	4,420	5,780	6,890	7,110
6 Lane	6,400	8,490	10,200	10,670
8 Lane	8,420	11,220	13,530	14,240
10 Lane	10,350	13,890	16,760	17,820

	B	C	D	E
4 Lane	3,650	5,040	5,950	6,640
6 Lane	5,130	7,250	8,670	9,950
8 Lane	6,600	9,490	11,380	13,270

AADT

	B	C	D	E
4 Lane	51,300	67,800	84,900	88,800
6 Lane	72,500	98,400	124,200	131,200
8 Lane	92,800	129,600	164,700	174,700
10 Lane	117,200	159,400	207,100	222,200
12 Lane	141,800	197,200	246,500	272,900

	B	C	D	E
4 Lane	50,600	66,700	82,200	85,700
6 Lane	72,100	99,000	122,800	128,400
8 Lane	95,300	131,300	163,400	171,600
10 Lane	117,000	162,000	202,400	214,300

	B	C	D	E
4 Lane	45,100	59,000	70,300	72,600
6 Lane	65,300	86,600	104,100	108,900
8 Lane	85,900	114,500	138,100	145,300
10 Lane	105,600	141,700	171,000	181,800

	B	C	D	E
4 Lane	34,800	48,000	56,700	63,200
6 Lane	48,900	69,000	82,600	94,800
8 Lane	62,900	90,400	108,400	126,400

Adjustment Factors

Auxiliary Lanes Present in Analysis Direction Adjustment: +1,000
Ramp Metering Present Adjustment: Multiply by 1.05

Auxiliary Lanes Present in Analysis Direction Adjustment: +1,800
Ramp Metering Present Adjustment: Multiply by 1.05

Auxiliary Lanes Present in Analysis Direction Adjustment: +20,000
Ramp Metering Present Adjustment: Multiply by 1.05

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.

C1 & C2

Motor Vehicle Highway Generalized Service Volume Tables



(C1-Natural & C2-Rural)

Peak Hour Directional

	B	C	D	E
1 Lane	240	430	730	1,490
2 Lane	1,670	2,390	2,910	3,340
3 Lane	2,510	3,570	4,370	5,010

Peak Hour Two-Way

	B	C	D	E
2 Lane	440	780	1,330	2,710
4 Lane	3,040	4,350	5,290	6,070
6 Lane	4,560	6,490	7,950	9,110

AADT

	B	C	D	E
2 Lane	4,600	8,200	14,000	28,500
4 Lane	32,000	45,800	55,700	63,900
6 Lane	48,000	68,300	83,700	95,900

Adjustment Factors

2 Lane Divided Roadway with Exclusive Left Turn Adjustment: Multiply by 1.05
Multilane Undivided Highway with Exclusive Left Turn Adjustment: Multiply by 0.95
Multilane Undivided Highway without Exclusive Left Turn Adjustment:: Multiply by 0.75

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C3C & C3R

Motor Vehicle Arterial Generalized Service Volume Tables



(C3C-Suburban Commercial)

Peak Hour Directional

	B	C	D	E
1 Lane	*	760	1,070	**
2 Lane	*	1,520	1,810	**
3 Lane	*	2,360	2,680	**
4 Lane	*	3,170	3,180	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,380	1,950	**
4 Lane	*	2,760	3,290	**
6 Lane	*	4,290	4,870	**
8 Lane	*	5,760	5,780	**

AADT

	B	C	D	E
2 Lane	*	15,300	21,700	**
4 Lane	*	30,700	36,600	**
6 Lane	*	47,700	54,100	**
8 Lane	*	64,000	64,200	**



(C3R-Suburban Residential)

	B	C	D	E
1 Lane	*	970	1,110	**
2 Lane	*	1,700	1,850	**
3 Lane	*	2,620	2,730	**

	B	C	D	E
2 Lane	*	1,760	2,020	**
4 Lane	*	3,090	3,360	**
6 Lane	*	4,760	4,960	**

	B	C	D	E
2 Lane	*	19,600	22,400	**
4 Lane	*	34,300	37,300	**
6 Lane	*	52,900	55,100	**

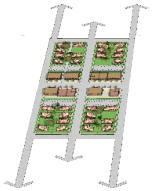
Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.
* Cannot be achieved using table input value defaults.
** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.

C2T, C4, C5, & C6

Motor Vehicle Arterial Generalized Service Volume Tables



(C2T-Rural Town)

Peak Hour Directional

	B	C	D	E
1 Lane	*	720	940	**
2 Lane	*	1,140	1,640	**
3 Lane	*	2,120	2,510	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,310	1,710	**
4 Lane	*	2,070	2,980	**
6 Lane	*	3,850	4,560	**

AADT

	B	C	D	E
2 Lane	*	13,800	18,000	**
4 Lane	*	21,800	31,400	**
6 Lane	*	40,500	48,000	**



(C4-Urban General)

	B	C	D	E
1 Lane	*	*	870	1,190
2 Lane	*	1,210	1,790	2,020
3 Lane	*	2,210	2,810	2,990
4 Lane	*	2,590	3,310	3,510

	B	C	D	E
2 Lane	*	*	1,580	2,160
4 Lane	*	2,200	3,250	3,670
6 Lane	*	4,020	5,110	5,440
8 Lane	*	4,710	6,020	6,380

	B	C	D	E
2 Lane	*	*	17,600	24,000
4 Lane	*	24,400	36,100	40,800
6 Lane	*	44,700	56,800	60,400
8 Lane	*	52,300	66,900	70,900

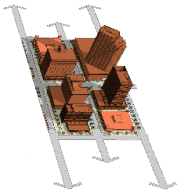


(C5-Urban Center)

	B	C	D	E
1 Lane	*	*	690	1,080
2 Lane	*	1,290	1,900	2,130
3 Lane	*	1,410	2,670	3,110
4 Lane	*	2,910	3,560	3,640

	B	C	D	E
2 Lane	*	*	1,250	1,960
4 Lane	*	2,350	3,450	3,870
6 Lane	*	2,560	4,850	5,650
8 Lane	*	5,290	6,470	6,620

	B	C	D	E
2 Lane	*	*	13,900	21,800
4 Lane	*	26,100	38,300	43,000
6 Lane	*	28,400	53,900	62,800
8 Lane	*	58,800	71,900	73,600



(C6-Urban Core)

	B	C	D	E
1 Lane	*	***	790	1,030
2 Lane	*	***	1,490	1,920
3 Lane	*	***	2,730	2,940
4 Lane	*	***	3,250	3,490

	B	C	D	E
2 Lane	*	***	1,440	1,870
4 Lane	*	***	2,710	3,490
6 Lane	*	***	4,960	5,350
8 Lane	*	***	5,910	6,350

	B	C	D	E
2 Lane	*	***	16,000	20,800
4 Lane	*	***	30,100	38,800
6 Lane	*	***	55,100	59,400
8 Lane	*	***	65,700	70,600

Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.
* Cannot be achieved using table input value defaults.
** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.

APPENDIX K

Planning Level Cost (PLC) &
Planning Level Capacities (PLC)

APPENDIX K: PLANNING LEVEL COST (PLC) & PERSON MILES OF CAPACITY (PMC)			
PLC & PMC Note	Mobility Project Type	Planning Level Cost (PLC)	Multimodal Capacity (MC)
5	Walking & Streetscape Enhancement	$10,500,000	6,000
10	Curbless Shared Street	$17,500,000	29,500
15	Complete Street Road Widening (2 Lane Divided)	$9,250,000	14,390
20	Complete Street Road Widening (4 Lanes)	$20,000,000	24,480
25	Multimodal Corridors	$2,000,000	4,800
30	Multimodal Corridor Evaluation	$1,000,000	--
35	Boardwalks	$15,000,000	8,400
40	Low Speed Streets	$1,000,000	2,400

Source: PLC and PMC note indicate the Planning Level Cost (PLC) and Person Miles of Capacity assigned to a specific Mobility Plan Project on the Streets Plan **(Appendix F)** and Multimodal Plan **(Appendix G1)**. Planning Level Cost (PLC) are based on the most recent and localized data available from the City, Palm Beach County TPA, and FDOT. Multimodal Capacity based on Shared-Use Path Level of Service Guide (2006) prepared by the U.S. DOT Federal Highway Administration and the 2023 FDOT Level and Quality of Service Handbook.

APPENDIX L1

County Road Impact Fee Collections from Boynton Beach (2014 to 2023)

APPENDIX L1: COUNTY ROAD IMPACT FEE COLLECTED BY BOYNTON BEACH				
Year	Municipality	Zone 4	Zone 5	Total
2014	Boynton Beach	$489,954	$173,823	$663,777
2015	Boynton Beach	$2,337,666	$113,596	$2,451,262
2016	Boynton Beach	$1,538,679	$120,970	$1,659,649
2017	Boynton Beach	$645,942	$48,918	$694,860
2018	Boynton Beach	$713,433	$59,766	$773,199
2019	Boynton Beach	$1,617,061	$63,227	$1,680,288
2020	Boynton Beach	$772,090	$19,329	$791,419
2021	Boynton Beach	$139,349	$447,608	$586,957
2022	Boynton Beach	$171,396	$164,192	$335,588
2023	Boynton Beach	$881,215	$7,194	$888,409
	Total	$9,306,785	$1,218,623	$10,525,408
Source: Palm Beach County Annual Impact Fee Reports. Summary prepared by NUE Urban Concepts, LLC				

APPENDIX L2

County Road Impact Fee Collections from Boynton Beach (2003 to 2013)

APPENDIX L2: COUNTY ROAD IMPACT FEE COLLECTED BY BOYNTON BEACH				
Year	Municipality	Zone 4	Zone 5	Total
2003	Boynton Beach	$1,082,372	$125,917	$1,208,289
2004	Boynton Beach	$3,026,958	$312,407	$3,339,365
2005	Boynton Beach	$3,516,019	$2,056,430	$5,572,449
2006	Boynton Beach	$5,430,792	$990,309	$6,421,101
2007	Boynton Beach	$1,067,190	$54,217	$773,199
2008	Boynton Beach	$110,323	$1,620,655	$1,680,288
2009	Boynton Beach	$129,525	$17,647	$791,419
2010	Boynton Beach	$6,102	$99,740	$586,957
2011	Boynton Beach	$123,214	$47,109	$335,588
2012	Boynton Beach	$323,123	$301,644	$888,409
2013	Boynton Beach	$595,353	$317,185	$888,409
	Total	$15,410,971	$5,943,260	$21,597,064
Source: Palm Beach County Annual Impact Fee Reports. Summary prepared by NUE Urban Concepts, LLC				

APPENDIX M

Trip Generation

APPENDIX M: TRIP GENERATION (TG)			
Use Categories, Uses Classifications, & Representative Uses	UNIT OF MEASURE (UOM)	TRIP GENERATION (TG)	ITE LAND USE CODES
Residential Uses			
Single-Family Residential Dwelling (Detached, Duplex, Accessory Dwelling, Townhome, Townhouse, Tiny Home)	per 1,000 Sq. Ft.	4.10	See Single-Family Residential
Multi-Family Residential Dwelling (Apartment, Condo, 3 or more Attached Dwellings, Dormitory)	per 1,000 Sq. Ft.	4.84	See Multi-Family Residential
Mobile Residence (Mobile Home (MH), Recreational Vehicle (RV), MH and / or RV Park)	per space / lot	4.47	See Mobile Residence
Institutional Uses			
Community Serving (Civic / Fraternal Club, Gallery, Museum, Performance Venues, Place of Assembly or Worship)	per 1,000 Sq. Ft.	5.52	See Community Serving
Group Home (Assisted Living, Care or Recovery Homes, Congregate Living Facility, Nursing Home)	per 1,000 Sq. Ft.	6.68	See Long Term Care
Private Education (Afterschool, Family Day Care, K-12, Pre-K, Trade School, Tutor)	per 1,000 Sq. Ft.	9.82	See Private Education
Commercial Recreational Uses			
Marina (wet berths, dry slips, ancillary repair, yacht club)	per Berth	2.41	420
Entertainment, Outdoor (Amusement, Golf, Multi-Purpose, Recreation, Sports, Tennis)	per Acre	27.43	See Outdoor Recreation
Entertainment, Indoor (Amusement Arcade, Exercise Studio, Fitness, Gym, Health, Indoor Sports, Recreation)	per 1,000 Sq. Ft.	24.86	See Indoor Recreation
Industrial Uses			
Industrial (Assembly, Brewery, Development and Testing, Distribution and Processing, Microbrewing, Trades, Utilities)	per 1,000 Sq. Ft.	5.80	See Industrial
Commercial Storage (Boat / Vehicle, Junk /Salvage Yard, Recycling / Waste Management, Open, Self-Service, Warehouse)	per 1,000 Sq. Ft.	2.34	See Commercial Storage
Office Uses			
Office (Administrative, Business, Hospital, Post Secondary Education, Professional, Real Estate)	per 1,000 Sq. Ft.	11.58	See Office
Medical or Dental Office (Clinic, Dental, Health Service, Laboratory, Professional Care, Emergency Care, Rehab, Veterinary)	per 1,000 Sq. Ft.	32.84	See Medical Office
Retail Uses			
Retail (Auto / Boat Rental or Sales, New or Used Merchandise, Personal or Pet Care, Sales, Services, Stores)	per 1,000 Sq. Ft.	42.00	See Retail
High Impact Retail (Alcoholic Beverages, Banks, Grocery Store, Pharmacy & Drug Store, Sit-Down Restaurant)	per 1,000 Sq. Ft.	106.33	See Impact Retail
Convenience Retail (Convenience Store, Fast Food Restaurant, Gasoline Station)	per 1,000 Sq. Ft.	342.66	See Convenience Retail
Non-Residential Uses Per Unit of Measure			
Auto / Boat / Car Wash (Automated, Cleaning, Dry, Detailing, Polishing, Self-Serve, Vacuum, Wash, Wax)	per Lane or Stall plus per five (5) Stations	321.08	See Vehicle Cleaning
Auto Charging or Fueling (Commercial Facility which requires Membership or Payment)	per Charging or Fueling Position	279.39	See Vehicle Fueling
Auto or Boat Repair / Service (Brakes, Install, Maintenance, Major, Minor, Quick Lube, Repair, Tint, Tires)	per Bay or Stall	34.15	See Motor Vehicle Service
Bank or Financial Drive-Thru Lane or Free-Standing ATM	per Lane / ATM	137.06	See Financial Services
Fast Food or Quick Service Restaurant Drive Thru	per Lane	507.99	See Quick Service Restaurant Drive-Thru
Overnight Lodging (B&B, Condo Hotel, Hotel, Motel, Short-term Rental, Transient)	per Room	6.67	See Overnight Lodging
Retail Drive-Thru (Dry Cleaner, Dollar Store, Grocery Store, Pharmacy & Drug Store, Retail)	per Lane	125.26	See Drive-Thru

SINGLE-FAMILY RESIDENTIAL TRIP GENERATION									
ITE LAND USE	ITE LAND USE CODE	UNIT OF MEASURE	DAILY TRIP GENERATION (DT)	TOTAL NUMBER OF STUDIES (TS)	AVERAGE SQUARE FOOTAGE	SQUARE FOOTAGE (PER 1,000 SQ. FT.)	TRIP GENERATION (PER 1,000 SQ. FT.)	TRIP STUDIED (WEIGHTED) (TSw)	TRIP GENERATION (WEIGHTED) (TGw)
SINGLE-FAMILY DETACHED	210	Dwelling Unit	9.43	174	2,292	2.292	4.11	0.888	3.65
SINGLE-FAMILY ATTACHED	215	Dwelling Unit	7.20	22	1,796	1.796	4.01	0.112	0.45
Total	--	--	--	196	--	--	--	1.000	4.10

Notes: Single Family Residential trip generation rates (DT) are based on the 11th Edition of the ITE Trip Generation Manual. The trip generation rates are converted into trip rates per 1,000 square feet. The first step in the conversion was assigning the average square footage by type of residential use in Boynton Beach based on data from the Palm Beach County Property Appraiser. The assigned square footage of each unit type is then divided by 1,000 (square footage adjusted). The trip generation rate is then divided by the adjusted square footage. Single-Family Detached Residential conversion: (2,292 / 1,000) = 2.292; (9.43 / 2.292) = 4.11 trips per 1,000 square feet. Average square footage per dwelling includes all enclosed areas under roof, including garages. Average square footage does not include unenclosed balconies, decks, patios, or porches.

For Single-Family Residential, there are two (2) land uses (ITE Code 210 & 215) utilized to calculate the trip generation. Thus, a weighted trip generation rate is calculated. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on ITE Trip Generation Manual 11th edition. The Weighted Trip Generation (TGw) is calculated based on Trip Generation (TG) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Single-Family Detached Residential example: TSw = (174 / 196) = 0.888; TGw = (4.11 x 0.888) = 3.65. Single-Family Residential Trip Generation is the sum of (3.65 +0.45) = 4.10 trips per 1,000 square feet.

MULTI-FAMILY RESIDENTIAL TRIP GENERATION									
ITE LAND USE	ITE LAND USE CODE	UNIT OF MEASURE	DAILY TRIP GENERATION (DT)	TOTAL NUMBER OF STUDIES (TS)	AVERAGE SQUARE FOOTAGE	SQUARE FOOTAGE (PER 1,000 SQ. FT.)	TRIP GENERATION (PER 1,000 SQ. FT.)	TRIP STUDIED (WEIGHTED) (TSw)	TRIP GENERATION (WEIGHTED) (TGw)
MULTI-FAMILY (LOW-RISE)	220	Dwelling Unit	6.74	22	1,206	1.206	5.59	0.537	3.00
MULTI-FAMILY (MID-RISE)	221	Dwelling Unit	4.54	11	1,101	1.101	4.12	0.268	1.11
MULTI-FAMILY (MID-RISE)	222	Dwelling Unit	4.54	8	1,207	1.207	3.76	0.195	0.73
Total	--		--	41	--	--	--	1.000	4.84

Notes: Residential trip generation rates (DT) are based on the 11th Edition of the ITE Trip Generation Manual. The trip generation rates are converted into trip rates per 1,000 square feet. The first step in the conversion was assigning the average square footage by type of Multi-Family Residential use in Boynton Beach based on data from the Palm Beach County Property Appraiser. The average square footage for each land use type is then divided by 1,000 (square footage per 1,000 sq. ft.). The trip generation rate is then divided by the square footage per 1,000 sq. ft.. Multi-Family Residential (Low Rise) example: (1,206 / 1,000) = 1.206; (6.74 / 1,206) = 5.59 trips per 1,000 square feet. Average square footage per dwelling includes common area, hallways, and all areas under roof, except for unenclosed balconies or patios.

A weighted trip generation was calculated for Multi-Family Residential land uses. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Weighted Trip Generation (TGw) is calculated based on Trip Generation per 1,000 sq. ft. multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Multi-Family Residential (Low Rise) example: TSw = (22 / 41) = 0.537; TGw = (5.59 x 0.537) = 3.00. Multi-Family Residential Trip Generation is the sum of (3.00 + 1.11 + 0.73) = 4.84 trips per 1,000 square feet.

BOYNTON BEACH RESIDENTIAL SQUARE FOOTAGE CONVERSION FOR TRIP GENERATION					
DWELLING UNIT TYPE PER ITE TRIP GENERATION MANUAL	LAND USE CODES	SQ. FT.	TOTAL UNITS	AVERAGE SQ. FT. PER UNIT	1,000 SQ. FT. CONVERSION
Single-Family Residential Detached	100, 300, 800, 900, 909	2,617,923	1,142	2,292	2.29
Single-Family Residential Attached	110, 2700	3,446,065	1,919	1,796	1.80
Multi-Family Residential: (Low Rise)	220, 240, 400, 2800, 2900	3,745,747	3,105	1,206	1.21
Multi-Family Residential: (Mid Rise)	230, 260, 400	4,196,413	3,810	1,101	1.10
Multi-Family Residential: (High Rise)	400	712,160	590	1,207	1.21

Source: Land Use types based on ITE Trip Generation Manual, 11th Edition. Land Use Codes from the Palm Beach County Property Appraiser. Single-Family Residential Attached includes duplexs and townhomes. Multi-Family Residential (Low Rise) includes apartments and condos three (3) stories or less. Multi-Family Residential (Mid Rise) includes apartments and condos four (4) to ten (10) stories. Multi-Family Residential (HIgh Rise) includes condos greater than (10) stories.

MOBILE RESIDENCE TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES	CALCULATED DAILY	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
MOBILE HOME PARK	420	UNIT	0.39	0.079	9	0.58	0.094	9	18	5.55	0.45	2.50
RV PARK	416	LOT	0.21	0.066	4	0.27	0.071	6	10	3.49	0.25	0.87
RECREATIONAL HOME	260	ROOM	0.22	0.060	6	0.29	0.080	6	12	3.65	0.30	1.09
TOTAL	--	--	--	--	19	--	--	21	40	--	1.00	4.47

Notes: Mobile Residence Trip Generation based on the AM and PM Peak of adjacent street traffic per room based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per room is the sum of the weighted Trip Generation (TGW). RV Park Example: DT = ((0.21 / .066) + (0.27 / 0.071)) = 3.49; TSW = (10 / 40) = 0.25; TGW = (3.49 x 0.50) = 0.87. RV Park Trip Generation: Sum (2.50 + 0.87 + 1.09) = 4.47. ***Average values in the last row are shown in italics for informational purposes only.***

COMMUNITY SERVING TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES	CALCULATED DAILY TRIPS (TG)	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
CHURCH	560	1000 SF	0.32	0.070	6	0.49	0.07	11	17	5.79	0.89	5.18
MUSEUM	580	1000 SF	0.28	0.070	1	0.18	0.07	1	2	3.29	0.11	0.35
TOTAL	--	--	--	--	7	--	--	12	19	--	1.00	5.52

Notes: Community Serving Trip Generation based on the AM and PM Peak of adjacent street traffic per room based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on a peak to daily factor of 0.07. The Trip Generation Weight (TGw) is calculated based on daily trips multiplied by Trip Study Weight (TSw). The total trips per room is the sum of the weighted Trip Generation (TGw). Church Example: = ((0.32 / .07) + (0.49 / 0.07)) = 5.79; TSw = (17 / 19) = 0.89; TGw = (5.79 x 0.89) = 5.18. Community Serving Trip Generation is the sum of the weighted trip generation (5.18 + 0.35) = 5.52.

LONG TERM CARE TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK TRIPS (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK TRIPS (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES	CALCULATED DAILY	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
CONGREGATE CARE FACILITY	253	DWELLING	0.08	0.047	8	0.18	0.081	9	17	1.96	0.23	0.46
CONTINUING CARE RETIREMENT COMMUNITY	255	UNITS	0.15	0.047	15	0.19	0.081	15	30	2.77	0.41	1.14
LONG TERM CARE TRIP GENERATION PER 1,000 SQ. FT.												
CONGREGATE CARE FACILITY	253	1000 SQ. FT.	0.26	0.047	8	0.59	0.081	9	17	6.48	0.23	1.51
ASSISTED LIVING	254	1000 SQ. FT.	0.38	0.093	5	0.48	0.088	5	10	4.77	0.14	0.65
CONTINUING CARE RETIREMENT COMMUNITY	255	1000 SQ. FT.	0.38	0.047	15	0.48	0.081	15	30	6.92	0.41	2.84
NURSING HOME	620	1000 SQ. FT.	0.55	0.075	8	0.59	0.074	8	16	7.65	0.22	1.68
TOTAL / *AVERAGE*			*0.39*	*0.066*	36	*0.53*	*0.081*	37	73	*6.46*	1.00	6.68

Notes: Long Term Care Trip Generation based on the AM and PM Peak of adjacent street traffic based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. Congregate Care Facilities and Continuing Care Retirement Community were converted from units to 1,000 sq. ft. based on unit sizes of 330 sq. ft. and 400 sq. ft. respectively. Congregate Care Facilities AM and PM Peak Trips were multiplied by 3.3 to convert 330 sq. ft. units to 1,000 sq. ft. Continuing Care Retirement Community AM and PM Peak Trips were multiplied by 2.5 to convert 400 sq. ft. units to 1,000 sq. ft. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per 1,000 sq. ft. is the sum of the weighted Trip Generation (TGW). Nursing Home Example: DT = ((0.55 / .075) + (0.59 / 0.074)) = 7.65; TSW = (16 / 73) = 0.22; TGW = (7.65 x 0.22) = 1.68. Long Term Care TG: Sum(1.51 + 0.65 + 2.84 + 1.68) = 6.68. ***Average values in the last row are shown in italics for informational purposes only.***

PRIVATE EDUCATION TRIP GENERATION										
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK OF GENERATOR	NUMBER OF STUDIES	PM PEAK OF GENERATOR	TOTAL NUMBER OF STUDIES	CALCULATED DAILY	TOTAL NUMBER OF STUDIES	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
ELEMENTARY SCHOOL	520	STUDENTS	0.75	46	0.45	54	1.80	100	0.19	0.34
MIDDLE SCHOOL / JR HIGH SCHOOL	522	STUDENTS	0.74	25	0.36	29	1.65	54	0.10	0.17
HIGH SCHOOL	525	STUDENTS	0.51	51	0.32	65	1.25	116	0.22	0.28
PRIVATE K-8	530	STUDENTS	1.01	14	0.6	12	2.42	26	0.05	0.12
PRIVATE K-12	532	STUDENTS	0.8	5	0.53	3	2.00	8	0.02	0.03
PRIVATE HIGH SCHOOL	534	STUDENTS	0.66	4	0.40	4	1.59	8	0.02	0.02
CHARTER ELEMENTARY SCHOOL	536	STUDENTS	1.07	26	0.72	27	2.69	53	0.10	0.27
CHARTER HIGH SCHOOL	538	STUDENTS	0.94	4	0.73	4	2.51	8	0.02	0.04
DAY CARE	565	STUDENTS	0.79	75	0.81	75	2.40	150	0.29	0.69
TOTAL								523	1.00	1.96
CALCULATED DAILY TRIP GENERATION RATE PER 1,000 SQ. FT. IS (1.96 x 5) = 9.82 PER 1,000 SQ. FT.										9.82

DAILY TRIP GENERATION RATE OF 9.82 PER 1,000 SQ. FT. BASED ON 1,000 SQ. FT. DIVIDED BY THE AVERAGE SQUARE FEET PER STUDENT OF 200 SQ. FT. MULTIPLIED BY WEIGHTED TRIP GENERATION PER STUDENT: (1,000 / 200 = 5.00); (1.96 X 5.00 = 13.76). TRIP GENERATION ROUNDED TO NEAREST 100TH PLACE. DAILY TRIPS BASED ON THE SUM OF THE AM AND PM PEAK HOUR OF GENERATOR TIMES A PEAK-TO-DAILY FACTOR OF 1.5: (E.G., CHARTER HIGH SCHOOL 0.94 + 0.73 = 1.67; 1.67 X 1.5 = 2.51). PEAK HOUR DATA HAD SIGNIFICANTLY MORE STUDIES THAN DAILY DATA. TOTAL NUMBER OF STUDIES BASED ON THE SUM OF THE NUMBER OF STUDIES FOR THE AM AND PM PEAK HOUR OF GENERATOR PER SCHOOL TYPE. ALL TRIP GENERATION DATA BASED ON THE ITE TRIP GENERATION MANUAL, 11TH EDITION.

AVERAGE SQUARE FEET PER STUDENT = 142.5 SQ. FT. BASED ON A WEIGHTED AVERAGE OF STUDENTS PER SCHOOL TYPE BASED ON TABLE 10 FROM THE FLORIDA DEPARTMENT OF EDUCATION REVIEW & ADJUSTMENT FOR FLORIDA'S COST PER STUDENT STATION (JANUARY 2020).

OUTDOOR COMMERCIAL RECREATION TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK TRIPS (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK TRIPS (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES	CALCULATED DAILY	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
GOLF DRIVING RANGE	432	TEES	0.08	0.029	1	0.18	0.072	1	2	2.63	0.13	0.33
SOCCER COMPLEX	488	FIELDS	0.99	0.08	5	16.43	0.072	5	10	120.28	0.63	75.18
TENNIS COURTS	490	COURTS	--	--	--	4.21	0.083	2	2	50.72	0.13	6.34
RACQUET / TENNIS CLUB	491	COURTS	--	--	--	3.82	0.083	2	2	46.02	0.13	5.75
TOTAL / AVERAGE					6			10	16	54.92	1.00	87.60
OUTDOOR COMMERCIAL RECREATION TRIP GENERATION PER ACRE												
PUBLIC PARK	410	ACRES	0.03	0.083	5	0.11	0.083	6	11	0.86	0.33	0.29
GOLF COURSE	430	ACRES	0.19	0.083	3	0.28	0.083	3	6	2.83	0.18	0.51
GOLF DRIVING RANGE	432	ACRES	0.16	0.029	1	0.36	0.072	1	2	5.26	0.06	0.32
SOCCER COMPLEX	488	ACRES	0.40	0.08	5	6.57	0.072	5	10	48.11	0.30	14.58
TENNIS COURTS	490	ACRES	--	--	--	8.42	0.083	2	2	101.45	0.06	6.15
RACQUET / TENNIS CLUB	491	ACRES	--	--	--	7.64	0.083	2	2	92.05	0.06	5.58
TOTAL / *AVERAGE*		ACRES	*0.25*	*0.064*	14	*3.90*	*0.079*	19	33	*41.76*	1.00	27.43

Notes: Outdoor Commercial Recreation Trip Generation based on the AM and PM Peak of adjacent street traffic based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The trip generation for golf driving ranges was converted from tees to acreage based on two (2) tees per acre. The trip generation for a soccer complex was converted from fields to acreage based on two and a half acres (2.5) per field. The trip generation for tennis courts and a raquest / tennis court was converted from courts to acreage based on two (2) courts per acre. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per acre is the sum of the weighted Trip Generation (TGW). Golf Course Example: DT = ((0.19 / .083) + (0.28 / 0.083)) = 2.83; TSW = (6 / 33) = 0.18; TGW = (2.83 x 0.18) = 0.51. Outdoor Comercial Recreation TG is equal to the sum of the following: (0.29 + 0.51 + 0.32 + 14.58 + 6.15 + 5.58) = 27.43. ***Average values in the last row are shown in italics for informational purposes only.***

INDOOR ENTERTAINMENT TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES	CALCULATED DAILY	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
ROCK CLIMBING GYM	434	1,000 SQ. FT.	1.40	0.068	1	1.64	0.123	1	2	16.96	0.04	0.65
MULTI-PURPOSE	435	1,000 SQ. FT.	0.00	0.068	0	3.58	0.123	3	3	14.55	0.06	0.84
TRAMPOLINE PARK	436	1,000 SQ. FT.	0.00	0.068	0	1.50	0.123	3	3	6.10	0.06	0.35
BOWLING ALLEY	437	1,000 SQ. FT.	0.81	0.068	1	1.16	0.123	5	6	10.67	0.12	1.23
HEALTH / FITNESS	492	1,000 SQ. FT.	1.31	0.068	6	3.45	0.123	8	14	23.66	0.27	6.37
ATHLETIC CLUB	493	1,000 SQ. FT.	3.16	0.068	2	6.29	0.123	3	5	48.80	0.10	4.69
COMMUNITY CENTER	495	1,000 SQ. FT.	1.91	0.068	12	2.50	0.123	15	27	24.21	0.52	12.57
TOTAL	--	--	--	0.068	21	--	0.123	31	52	--	1.00	24.86

Notes: Indoor Entertainment Trip Generation based on the AM and PM Peak of adjacent street traffic per 1,000 square feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for ITE Land Use Code 495 (Recreational Community Center). This was the only indoor recreational use with a reported daily trip distribution. The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per 1,000 SQ. FT. is the sum of the weighted Trip Generation (TGW). Community Center Example: DT = ((1.91 / .068) + (2.50 / 0.123)) = 24.21; TSW = (27 / 52) = 0.52; TGW = (24.41 x 0.52) = 12.57. Indoor Commercial Recreation Trip Generation is the sum of (0.65 + 0.84 + 0.35 + 1.23 + 6.37 + 4.69 + 12.57) = 24.86. ***Average values in the last row are shown in italics for informational purposes only.***

INDUSTRIAL TRIP GENERATION						
ITE LAND USE	**ITE**	**VARIABLE**	**DAILY TRIPS (DT)**	**NUMBER OF STUDIES (TS)**	**WEIGHTED TRIP STUDY (TSw)**	**WEIGHTED TRIP GENERATION (TGw)**
LIGHT INDUSTRIAL	**110**	**1,000 SQ. FT.**	**4.87**	**37**	**0.243**	**1.185**
INDUSTRIAL PARK	**130**	**1,000 SQ. FT.**	**3.37**	**27**	**0.178**	**0.599**
MANUFACTURING	**140**	**1,000 SQ. FT.**	**4.75**	**53**	**0.349**	**1.656**
DATA CENTER	**160**	**1,000 SQ. FT.**	**0.99**	**2**	**0.013**	**0.013**
UTILITY	**170**	**1,000 SQ. FT.**	**12.29**	**13**	**0.086**	**1.051**
SPECIALTY TRADE	**180**	**1,000 SQ. FT.**	**9.82**	**20**	**0.132**	**1.292**
AVERAGE (STUDIES = TOTAL)	**--**	**--**	***6.02***	**152**	**1.000**	**5.80**

Notes: Industrial Trip Generation based on the Daily Rate from the 11th Edition of the ITE Trip Generation Manual. The total number of studies (TS) conducted for Daily Trips (DT) are used to calculate a Trip Study Weight (TSw). The Trip Generation Weight (TGw) is calculated based on daily trips multiplied by weighted Trip Study. The total trips per 1,000 sq. ft. is the sum of the weighted Trip Generation (TGw). Light Industrial Example: TSW = (37 / 152) = 0.243; TGW = (4.87 x 0.243) = 1.185. The trip generation (TG) for Industrial uses is the sum of (1.185 + 0.599 + 1.656 + 0.013 + 1.051 + 1.292) = 5.80. *Average DT shown in italics for informational purposes only.*

COMMERCIAL STORAGE TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (TS)	CALCULATED DAILY TRIPS (DT)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
WAREHOUSE	150	1,000 SQ. FT.	0.18	0.065	36	0.18	0.065	49	85	2.77	0.22	0.61
MINI-WAREHOUSE	151	1,000 SQ. FT.	0.15	0.087	13	0.15	0.087	18	31	1.72	0.08	0.14
HIGH CUBE TRANSLOAD	154	1,000 SQ. FT.	0.10	0.048	102	0.10	0.048	103	205	2.08	0.53	1.10
HIGH CUBE FULLFILLMENT	155	1,000 SQ. FT.	0.16	0.113	22	0.16	0.113	22	44	1.42	0.11	0.16
HIGH CUBE FULLFILLMENT - SORT	155	1,000 SQ. FT.	1.20	0.113	2	1.20	0.113	3	5	10.62	0.01	0.14
HIGH CUBE PARCEL HUB	156	1,000 SQ. FT.	0.64	0.113	4	0.64	0.113	4	8	5.66	0.02	0.12
HIGH CUBE COLD STORAGE	157	1,000 SQ. FT.	0.15	0.048	5	0.15	0.048	5	10	3.13	0.03	0.08
TOTAL	--	--	--		184	--	--	204	388	--	--	2.34

Notes: Commercial Storage Trip Generation based on the AM and PM Peak of adjacent street traffic per 1,000 squate feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the closest 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Weighted Trip Generation (TGw) is calculated based on daily trips multiplied by Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). High Cube Fullfillment Example: DT = ((0.16 / .0113) + (0.16 / 0.113)) = 1.42; TSw = (44/ 388) = 0.113; TGw = (1.42 x 0.11) = 0.16. Commercial Storage Weighted Trip Generation (TGw) is the sum of (0.61 + 0.14 + 1.10 + 0.16 + 0.14 + 0.12 + 0.08) = 2.34.

OFFICE TRIP GENERATION						
USE	ITE	VARIABLE	DAILY TRIPS (DT)	NUMBER OF STUDIES (TS)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
OFFICE	710	1,000 SQ. FT.	10.84	59	0.38	4.15
SMALL OFFICE	712	1,000 SQ. FT.	14.39	21	0.14	1.96
CORPORATE HEADQUATERS	714	1,000 SQ. FT.	7.95	7	0.05	0.36
SINGLE TENANT	715	1,000 SQ. FT.	13.07	12	0.08	1.02
HOSPITAL	610	1,000 SQ. FT.	10.77	7	0.05	0.49
OFFICE PARK	750	1,000 SQ. FT.	11.07	10	0.06	0.72
RESEARCH & DEVELOPMENT	760	1,000 SQ. FT.	11.08	22	0.14	1.58
BUSINESS PARK	770	1,000 SQ. FT.	12.44	16	0.10	1.29
TOTAL				154	1.00	11.58

Notes: Office Trip Generation based on Daily Weekday Trip Generation per 1,000 squate feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on ITE Trip Generation Manual 11th edition. The Weighted Trip Generation (TGw) is calculated based on Daily Trips (DT) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Office Example: TSw = (59 / 154) = 0.38; TGw = (10.84 x 0.38) = 4.15. Office Trip Generation is the sum of (4.15 + 1.96 + 0.36 + 1.02 + 0.49 + 0.72 + 1.58 + 1.29) = 11.58.

MEDICAL OFFICE TRIP GENERATION						
USE	**ITE**	**VARIABLE**	**DAILY TRIPS (DT)**	**NUMBER OF STUDIES (TS)**	**WEIGHTED TRIP STUDY (TSw)**	**WEIGHTED TRIP GENERATION (TGw)**
MEDICAL OFFICE	**720**	**1,000 SQ. FT.**	**36.00**	**18**	**0.49**	**17.51**
CLINIC	**630**	**1,000 SQ. FT.**	**37.60**	**9**	**0.24**	**9.15**
VETERINARY	**640**	**1,000 SQ. FT.**	**21.50**	**6**	**0.16**	**3.49**
EMERGENCY CARE	**650**	**1,000 SQ. FT.**	**24.94**	**4**	**0.11**	**2.70**
TOTAL			**30.01**	**37**	**1.00**	**32.84**

Notes: Medical Office Trip Generation based on Daily Weekday Trip Generation per 1,000 square feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on ITE Trip Generation Manual 11th edition. The Weighted Trip Generation (TGw) is calculated based on Daily Trips (DT) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Medical Office Example: TSw = (18 / 37) = 0.49; TGw = (36.00 x 0.49) = 17.51. Medical Office Trip Generation is the sum of (17.51 + 9.15 + 3.49 + 2.93 + 2.70) = 32.84. ***Average values in the last row are shown in italics for informational purposes only.***

RETAIL TRIP GENERATION						
USE	ITE LAND USE CODE	UNIT OF MEASURE	DAILY TRIPS (DT)	NUMBER OF STUDIES (TS)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
BUILDING MATERIALS & LUMBER	812	1,000 SQ. FT.	17.05	13	0.03	0.57
FREE STANDING DISCOUNT SUPERSTORE	813	1,000 SQ. FT.	50.52	72	0.19	9.42
VARIETY STORE	814	1,000 SQ. FT.	63.66	29	0.08	4.78
FREE STANDING DISCOUNT STORE	815	1,000 SQ. FT.	53.87	21	0.05	2.93
NURSERY GARDEN CENTER	817	1,000 SQ. FT.	68.10	10	0.03	1.76
MULTI-TENANT GREATER THAN 150K	820	1,000 SQ. FT.	37.01	108	0.28	10.36
MULTI-TENANT 40K to 150K WITHOUT SUPERMARKET	821	1,000 SQ. FT.	67.52	7	0.02	1.22
MULTI-TENANT UNDER 40K	822	1,000 SQ. FT.	54.45	4	0.01	0.56
AUTO SALES NEW	840	1,000 SQ. FT.	27.84	18	0.05	1.30
AUTO SALES USED	841	1,000 SQ. FT.	27.06	14	0.04	0.98
AUTO PARTS SALES	843	1,000 SQ. FT.	55.34	12	0.03	1.72
TIRE STORE	848	1,000 SQ. FT.	27.69	13	0.03	0.93
DISCOUNT CLUB	857	1,000 SQ. FT.	42.46	20	0.05	2.20
SPORTING GOODS SUPERSTORE	861	1,000 SQ. FT.	23.78	8	0.02	0.49
HOME IMPROVEMENT	862	1,000 SQ. FT.	30.74	19	0.05	1.51
ELECTRONIC SUPERSTORE	863	1,000 SQ. FT.	41.05	5	0.01	0.53
DISCOUNT HOME FURNISHINGS	869	1,000 SQ. FT.	20.00	8	0.02	0.41
DEPARTMENT STORE	875	1,000 SQ. FT.	22.88	5	0.01	0.30
TOTAL		1,000 SQ. FT.	*40.61*	386	1.00	42.00

Notes: Retail Trip Generation based on Daily Weekday Trip (DT) Generation per 1,000 square feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual. The simple average for daily trips is for information purposes only to illustrate the difference compared to weighted trips. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Weighted Trip Generation (TGw) is calculated based on Daily Trips (DT) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Variety Store Example: TSw = (29 / 386) = 0.08; TGw = (63.66 x 0.08) = 4.78. Retail Trip Generation is the sum of (0.57 + 9.42 + 4.78 + 2.93 + 1.76 + 10.36 + 1.22 + 0.56 + 1.30 + 0.98 + 1.72 + 0.93 + 2.20 + 0.49 + 1.51 + 0.53 + 0.41 + 0.30) = 42.00. ***Average values in the last row are shown in italics for informational purposes only.***

HIGH IMPACT RETAIL TRIP GENERATION						
USE	ITE LAND USE CODE	UNIT OF MEASURE	DAILY TRIPS (DT)	NUMBER OF STUDIES (TS)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
MULTI-TENANT 40K to 150K WITH SUPERMARKET	821	1,000 SQ. FT.	94.49	17	0.12	11.00
SUPERMARKET	850	1,000 SQ. FT.	93.84	22	0.15	14.14
PHARMACY WITH DRIVE-THRU	881	1,000 SQ. FT.	108.4	16	0.11	11.88
MARJUANA DISPENSARY	882	1,000 SQ. FT.	211.12	7	0.05	10.12
LIQUOR STORE	899	1,000 SQ. FT.	107.21	5	0.03	3.67
DRIVE-IN BANK	912	1,000 SQ. FT.	100.35	19	0.13	13.06
FINE DINING RESTAURANT	931	1,000 SQ. FT.	83.84	10	0.07	5.74
HIGH TURN OVER RESTAURANT	932	1,000 SQ. FT.	107.2	50	0.34	36.71
TOTAL		1,000 SQ. FT.	113.31	146	1.00	106.33

Notes: High Impact Retail Trip Generation based on Daily Weekday Trip (DT) Generation per 1,000 square feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual. The simple average for daily trips is for information purposes only to illustrate the differance compared to weighted trips. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Weighted Trip Generation (TGw) is calculated based on Daily Trips (DT) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Supermarket Example: TSw = (22 / 146) = 0.15; TGw = (93.84 x 0.15) = 14.14. High Impact Retail Trip Generation is the sum of (11.00 + 14.14 + 11.88 + 10.12 + 3.67 + 13.06 + 36.71) = 106.33.

CONVENIENCE RETAIL TRIP GENERATION												
USE	ITE LAND USE CODE	UNIT OF MEASURE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (TS)	DAILY TRIPS (DT)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
CONVENIENCE STORE	851	1,000 SQ. FT.	62.54	0.062	39	49.11	0.060	39	78	913.60	0.10	89.30
FAST FOOD WITHOUT DRIVE-THRU	933	1,000 SQ. FT.	43.18	0.019	3	33.21	0.064	8	11	1395.77	0.01	19.24
FAST FOOD WITH DRIVE-THRU	934	1,000 SQ. FT.	44.61	0.035	96	33.03	0.067	190	286	883.78	0.36	316.74
COFFEE DONUT WITHOUT DRIVE-THRU	936	1,000 SQ. FT.	93.08	0.1	25	32.29	0.044	16	41	832.33	0.05	42.76
COFFEE DONUT WITH DRIVE-THRU	937	1,000 SQ. FT.	85.88	0.1	78	38.99	0.044	36	114	872.47	0.14	124.64
CONVENIENCE STORE WITH GAS (2 TO 8 POSITIONS)	945	1,000 SQ. FT.	40.59	0.062	57	48.48	0.071	67	124	668.75	0.16	103.92
CONVENIENCE STORE WITH GAS (9 TO 15 POSITIONS)	945	1,000 SQ. FT.	56.52	0.065	34	54.52	0.068	39	73	835.65	0.09	76.44
CONVENIENCE STORE WITH GAS (16 TO 24 POSITIONS)	945	1,000 SQ. FT.	91.35	0.065	32	78.95	0.068	39	71	1283.21	0.09	114.17
TOTAL		1,000 SQ. FT.							798	960.69	1.00	887.21
DRIVE-THRU & FUEL POSITION TRIP GENERATION ADJUSTMENT												544.55
NET TRIP GENERATION (BASED ON TGw PER 1,000 SQ. FT. MINUS DRIVE-THRU & FUEL POSITION TRIP GENERATION ADJUSTMENT: 887.21 - 544.55 = 588.82)												342.66

Notes: Convenience Retail Trip Generation based on Daily Weekday Trip (DT) Generation per 1,000 square feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual. The simple average for daily trips is for information purposes only to illustrate the difference compared to weighted trips. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Weighted Trip Generation (TGw) is calculated based on Daily Trips (DT) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Convenience Store Example: TSw = (78 / 798) = 0.10; TGw = (913.60 x 0.10) = 89.30. Convenience Retail Trip Generation is the sum of (89.30 + 19.24 + 316.74 + 42.76 + 124.64+ 103.92 + 76.44 + 114.17) = 887.21.

The same methodology applies to the Drive-Thru and Fuel Position Trip Generation Adjustmemt. The total number of studies (TS) is as follows: (Drive-Thru = 35; Fuel Position = 386; 35 + 386 = 421). The trip study weight (TSw) is as follows: (35 / 421 = 0.083; 386 / 421 = 0.917). The weighted trip generation TGw is as follows: (507.99 x 0.083) = 42.23; (279.39 x 2) = 558.77; (558.77 x 0.917) = 512.32). The trip generation for fuel positions is multiplied by two to account for the number of positions per 1,000 sq. ft. The trip generation adjustment is equal to the following: (42.23 + 512.32 = 544.55). The trip generation analysis for Quick Service Restaurant Drive-Thru's and Motor Vehicle Fuel Positions is provided in the trip generation appendix.

VEHICLE CLEANING TRIP GENERATION								
NUMBER OF STUDIES								
ITE LAND USE	**ITE LAND USE CODE**	**UNIT OF MEASURE**	**PM PEAK (4 to 6)**	**PM PEAK FACTOR**	**NUMBER OF STUDIES / UNITS**	**CALCULATED DAILY TRIPS (DT)**	**WEIGHTED TRIP STUDY (TSw)**	**WEIGHTED TRIP GENERATION (TGw)**
SELF SERVICE CAR WASH	**947**	**STALL**	**5.54**	**0.087**	**6**	**63.68**	**0.60**	**38.21**
AUTOMATED CAR WASH	**948**	**TUNNEL**	**77.50**	**0.087**	**3**	**890.80**	**0.30**	**267.24**
CAR WASH & DETAIL CENTER	**949**	**STALL**	**13.60**	**0.087**	**1**	**156.32**	**0.10**	**15.63**
TOTAL	**--**	**--**	**--**	**--**	**10**	**--**	**1.00**	**321.08**
NUMBER OF UNITS								
SELF SERVICE CAR WASH	**947**	**STALL**	**5.54**	**0.087**	**7**	**445.75**	**0.58**	**260.02**
CAR WASH & DETAIL CENTER	**949**	**STALL**	**13.60**	**0.087**	**5**	**781.61**	**0.42**	**325.67**
TOTAL	**--**	**--**	**--**	**--**	**12**	**--**	**1.00**	**585.69**

Notes: Car Wash Trip Generation based on the PM Peak of adjacent street traffic per unit of measure based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the PM Peak are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the PM Peak divided by the PM Peak factor. PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for ITE Land Use Codes 949. The Weighted Trip Generation Weight (TGw) is calculated based on Daily Trips multiplied by Weighted Trip Study. The total trips is the sum of the Weighted Trip Generation (WTG). Self-Service Car Wash Example: DT = ((5.54 / .087) = 63.68; TSw = (6 / 10) = 0.60; TGw = (63.68 x 0.60) = 38.21. Car Wash Trip Generation is the sum of (38.21 + 267.24 + 15.63) = 321.08. Automated car washed typically feature one (1) lane and one (1) tunnel. Some high volume car washes will feature two (2) or (3) approach lanes. Self service or full service car washes may feature between four (4) and eight (8) stalls. The high volume car washes will feature multiple finishing stations for vacuuming and detailing vehicles. An additional analysis based on total units of measure was performed to illustrate that on a daily trip basis, car washes produce similar results for the facility as a whole. For car washes with a tunnel system, the trip generation would also apply to every three (3) finishing stations based on TGw divided by Average Number of Stalls multiplied by three (3): (585.69 / 6 = 97.61); (97.61 x 3 = 328.02). Accounting for the number of finishing stations levels the trip generation between self service and automated car washes. For automated stations, the trip generation would also include 321.08 trip per five (5) finishing stations.

MOTOR VEHICLE FUELING TRIP GENERATION												
USE	ITE LAND USE CODE	UNIT OF MEASURE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (TS)	DAILY TRIPS (DT)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
GASOLINE SERVICE STATION	944	PER FUEL POSITION	10.28	0.050	53	13.91	0.075	65	118	195.53	0.31	59.77
CONVENIENCE STORE WITH GAS (2-4K)	945	PER FUEL POSITION	16.06	0.062	76	18.42	0.071	93	169	259.23	0.44	113.50
CONVENIENCE STORE WITH GAS (4-5.5K)	945	PER FUEL POSITION	27.04	0.065	18	22.76	0.068	23	41	375.35	0.11	39.87
CONVENIENCE STORE WITH GAS (5.5-10K)	945	PER FUEL POSITION	31.60	0.065	29	26.90	0.068	29	58	440.87	0.15	66.24
TOTAL		PER FUEL POSITION	*21.25*	*0.06*	176	*20.50*	*0.07*	210	386	*317.75*	1.00	279.39

Notes: Motor Vehicle Fueling Trip Generation based on the AM and PM Peak of adjacent street traffic per the 11th Edition of the ITE Trip Generation Manual. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for applicable ITE Land Use Codes. The Weighted Trip Generation Weight (TGw) is calculated based on Daily Trips multiplied by Weighted Trip Study. The total trips per unit of measure is the sum of the Weighted Trip Generation (WTG). Gasoline Service Station Example: DT = ((10.28 / .050) + (13.91 / 0.075)) = 195.53; TSw = (118 / 386) = 0.31; TGw = (195.53 x 0.31) = 59.77. Motor Vehicle Fueling Trip Generation per 1,000 sq. ft. is the sum of (59.77 + 113.50 + 39.87 + 66.24) = 279.39. ***Average values in the last row are shown in italics for informational purposes only.***

MOTOR VEHICLE SERVICE TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (TS)	CALCULATED DAILY TRIPS (DT)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
TIRE STORE	848	SERVICE BAY	2.10	0.066	9	3.42	0.091	10	19	34.70	0.35	11.99
TIRE SUPERSTORE	849	SERVICE BAY	2.01	0.066	11	3.17	0.091	12	23	32.64	0.42	13.65
QUICK LUBE VEHICLE SHOP	941	SERVICE BAY	3.00	0.083	1	4.85	0.115	10	11	39.16	0.20	7.83
AUTOMOBILE CARE CENTER	942	SERVICE BAY	1.52	0.083	1	2.17	0.115	1	2	18.59	0.04	0.68
TOTAL	--	--	*2.16*	*0.075*	22	*3.40*	*0.103*	33	55	*31.27*	1.00	34.15

Notes: Motor Vehicle Service Trip Generation based on the AM and PM Peak of adjacent street traffic per Service Bay based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for ITE Land Use Codes 848 and 941. The Weighted Trip Generation Weight (TGw) is calculated based on Daily Trips multiplied by Weighted Trip Study. The total trips per Service Bay is the sum of the Weighted Trip Generation (WTG). Tire Store Example: DT = ((2.10 / .066) + (3.42 / 0.091)) = 34.70; TSw = (19 / 55) = 0.35; TGw = (34.70 x 0.35) = 11.99. Motor Vehicle Service Trip Generation per bay is the sum of (11.99 + 13.65 + 7.83 + 0.61) = 34.15. ***Average values in the last row are shown in italics for informational purposes only.***

FINANCIAL SERVICES DRIVE-THRU TRIP GENERATION												
ITE LAND USE	**ITE LAND USE CODE**	**VARIABLE**	**AM PEAK (7 to 9)**	**AM PEAK FACTOR**	**AM NUMBER OF STUDIES**	**PM PEAK (4 to 6)**	**PM PEAK FACTOR**	**PM NUMBER OF STUDIES**	**TOTAL NUMBER OF STUDIES**	**CALCULATED DAILY TRIPS (TG)**	**TRIP STUDIED (WEIGHTED)**	**TRIP GENERATION (WEIGHTED)**
BANK	**912**	**1,000 SF**	**9.95**	**0.063**	**44**	**21.01**	**0.102**	**114**	**158**	**181.96**	**0.52**	**94.88**
BANK	**912**	**DRIVE-THRU**	**8.54**	**0.063**	**36**	**27.07**	**0.102**	**109**	**145**	**200.47**	**0.48**	**95.94**
TOTAL / *AVERAGE*			***9.25***	**0.063**	**80**	***24.04***	**0.102**	**223**	**303**	***191.22***	**1.00**	**190.82**
ITE LAND USE	**ITE LAND USE CODE**	**VARIABLE**	**WEIGHTED AM PEAK (7 to 9)**	**WEIGHTED AM PEAK FACTOR**	**WEIGHTED AM NUMBER OF STUDIES**	**WEIGHTED PM PEAK (4 to 6)**	**WEIGHTED PM PEAK FACTOR**	**WEIGHTED PM NUMBER OF STUDIES**	**TOTAL NUMBER OF STUDIES**	**WEIGHTED PEAK HOUR TRIPS**	**WEIGHTED PEAK HOUR FACTOR**	**WEIGHTED DAILY TRIPS (DT)**
BANK	**912**	**1,000 SF**	**2.77**	**0.018**	**0.28**	**15.16**	**0.074**	**0.72**	**158**	**17.93**	**0.09**	**196.73**
BANK	**912**	**DRIVE-THRU**	**2.12**	**0.016**	**0.25**	**20.35**	**0.077**	**0.75**	**145**	**22.47**	**0.09**	**243.39**
NET TRIP GENERATION TGw PER BANK DRIVE-THRU MINUS TGw FOR HIGH-IMPACT RETAIL (PER 1,000 SQ. FT.) (243.39 - 106.33) = 137.06												**137.06**

Notes: Bank Drive-Thru Trip Generation based on the AM and PM Peak of adjacent street traffic per room based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for ITE Land Use Codes 912. The Trip Generation Weight (TGw) is calculated based on daily trips multiplied by Trip Study Weight (TSw). The total trips per room is the sum of the weighted Trip Generation (TGw).

The trip generation per drive-thru is based on the weighted daily trips per drive-thru of 243.39 minus the weighted daily trips per 1,000 sq. ft. for High-Impact Retail Uses 106.33 for a net trip generation of 137.06 (243.39 - 106.33 = 137.06). The mobility fee for the square footage of the Financial Services building is based on the trip generation for High-Impact Retail land uses.

QUICK SERVICE RESTAURANT (AKA FAST FOOD) DRIVE-THRU TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (TS)	CALCULATED DAILY TRIPS (DT)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
FAST FOOD WITH DRIVE-THRU NO INDOOR SEATING	935	PER DRIVE-THRU	43.00	0.035	1	59.50	0.067	6	7	1058.32	0.20	211.66
COFFEE DONUT WITH DRIVE-THRU NO INDOOR SEATING	938	PER DRIVE-THRU	39.81	0.100	20	15.08	0.044	8	28	370.41	0.80	296.33
TOTAL	--	PER DRIVE-THRU	*41.41*	*0.07*	21	*37.29*	*0.06*	14	35	*714.36*	1.00	507.99

Notes: Quick Service Restaurant Drive-Thru Trip Generation based on the AM and PM Peak of adjacent street traffic per 1000 Sq Ft based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for ITE Land Use Codes 934 and 937. The Weighted Trip Generation Weight (TGw) is calculated based on Daily Trips multiplied by Weighted Trip Study. The total trips per drive-thru is the sum of the Weighted Trip Generation (WTG). Fast Food with Drive-Thru Example: DT = ((43.00 / .035) + (59.50 / 0.067)) = 1058.32; TSw = (7 / 35) = 0.20; TGw = (1058.32 x 0.20) = 211.66. Quick Service Restaurant Drive-Thru Trip Generation per lane is the sum of (211.66 + 296.33) = 507.99. ***Average values in the last row are shown in italics for informational purposes only.***

OVERNIGHT LODGING TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (NS)	CALCULATED DAILY	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
HOTEL	310	ROOM	0.46	0.053	28	0.59	0.077	31	59	8.17	0.30	2.46
ALL SUITES HOTEL	311	ROOM	0.34	0.052	9	0.36	0.077	10	19	5.61	0.10	0.54
BUSINESS HOTEL	312	ROOM	0.36	0.071	17	0.31	0.069	24	41	4.78	0.21	1.00
MOTEL	320	ROOM	0.35	0.066	15	0.36	0.071	20	35	5.19	0.18	0.93
RESORT HOTEL	330	ROOM	0.32	0.050	6	0.41	0.050	9	15	7.30	0.08	0.56
TIMESHARE	265	ROOM	0.40	0.060	14	0.63	0.060	13	27	8.58	0.14	1.18
TOTAL	--	--	--	--	89	--	--	107	196	--	1.00	6.67

Notes: Overnight Lodging Trip Generation based on the AM and PM Peak of adjacent street traffic per room based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per room is the sum of the weighted Trip Generation (TGW). Hotel Example: DT = ((0.46 / .053) + (0.59 / 0.077)) = 8.17; TSW = (59 / 196) = 0.30; TGW = (8.17 x 0.30) = 2.46. Hotel Trip Generation: Sum (2.46 + 0.54 + 1.00 + 0.93 + 0.56 +1.18) = 6.67.
Average values in the last row are shown in italics for informational purposes only.

DRIVE-THRU TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (TS)	CALCULATED DAILY TRIPS (DT)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
FAST FOOD WITH DRIVE-THRU NO INDOOR SEATING	935	DRIVE-THRU	43.00	0.035	1	59.50	0.067	6	7	1058.32	0.04	41.16
COFFEE DONUT WITH DRIVE-THRU NO INDOOR SEATING	938	DRIVE-THRU	39.81	0.100	20	15.08	0.044	8	28	370.41	0.16	57.62
BANK WITH DRIVE-THRU	912	DRIVE-THRU	8.54	0.063	36	27.07	0.102	109	145	200.47	0.81	161.49
TOTAL		DRIVE-THRU	*30.45*	*0.066*	57	*33.88*	*0.071*	123	180	*543.07*	1.00	260.27
PHARMACY WITH-OUT DRIVE-THRU	880	1,000 SQ. FT.	2.94	0.033	7	8.51	0.094	13	20	89.81	0.25	22.45
PHARMACY WITH DRIVE-THRU	881	1,000 SQ. FT.	3.74	0.033	21	10.25	0.094	39	60	111.19	0.75	83.39
TOTAL	--	1,000 SQ. FT.	*3.34*	*0.033*	28	*9.38*	*0.094*	52	80	*100.50*	1.00	105.84
NET TRIP GENERATION BASED ON PHARMACY W/ DRIVE-THRU (DT) MINUS PHARMACY W/O DRIVE-THRU (DT) TIMES AVERAGE PHARMACY SQ. FT. PER 1,000: (111.19 - 89.81 = 21.38); (13,000 / 1,000 = 13); (21.38 x 13 = 277.89)												277.89
NET TRIP GENERATION BASED ON AVERAGE OF WEIGHTED DRIVE-THRU & WEIGHTED PHARMACY DRIVE-THRU: (260.27 + 277.89 = 538.16); (538.16 / 2 = 269.08)												269.08
NET TRIP GENERATION BASED ON AVERAGE OF FIVE (5) MINUTE WAIT TIME OVER ONE (1) HOUR DIVIDED BY A WEIGHTED AVERAGE PM PEAK HOUR FACTOR OF 0.0958: (60 / 5 = 12); (12 / 0.0958 = 125.26)												125.26

Notes: Drive-Thru Trip Generation based on the AM and PM Peak of adjacent street traffic per 1000 Sq Ft based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Weighted Trip Generation Weight (TGw) is calculated based on Daily Trips multiplied by Weighted Trip Study. The total trips per drive-thru is the sum of the Weighted Trip Generation (WTG). Fast Food with Drive-Thru Example: DT = ((43.00 / .035) + (59.50 / 0.067)) = 1058.32; TSw = (7 / 180) = 0.04; TGw = (1058.32 x 0.04) = 41.16. Drive-Thru Trip Generation is the sum of (41.16 + 57.62 + 161.49) = 260.27. A trip generation per drive-thru was then calculated for pharmacies based on AM and PM peak hour trip generation for a pharmacy with and with-out a drive-thru. The difference in daily trip generation between a pharmacy with and with-out a drive-thru was then calculated. The difference was then calculated for a typically size pharmacy of 13,000 sq. feet. The average of the two drive-thru analysis was then calculated for an average weighted daily trip generation of 269.08 for a drive-thru. The land uses tend to be higher trip generators. A trip generation rate was then calculated assuming 12 vehicles and hour using a drive-thru (5 minutes per vehicle). This average value was then converted to a daily trip generation rate based on the weighted average PM Peak Hour factor for all land uses (0.0958). The new trip generation result is a daily trip generation of 125.26 per drive-thru. This analysis was done to illustrate that the calculated rates did not exceed those of higher trip generating land uses. ***Average values in the last row are shown in italics for informational purposes only.***

APPENDIX N

Person Travel Demand per Use (PTDu)

APPENDIX N: PERSON TRAVEL DEMAND PER LAND USE (PTDu)									
USE CATEGORIES, USE CLASSIFICATIONS & REPRESENTATIVE USES	UNIT OF MEASURE (UOM)	TRIP GENERATION (TG)	% NEW TRIPS (NT)	VEHICLE TRIP LENGTH (VTL)	LIMITED ACCESS EVALUATION FACTOR (LAEf)	ORIGIN DESTINATION FACTOR (ODf)	VEHICLE MILES OF TRAVEL (VMT)	PERSON MILES OF TRAVEL FACTOR (PMTf)	PERSON TRAVEL DEMAND (PTDu)
Residential Uses									
Single-Family Residential Dwelling (Detached, Duplex, Accessory Dwelling, Townhome, Townhouse, Tiny Home)	per 1,000 Sq. Ft.	4.10	1.00	3.86	0.56	0.50	4.43	1.61	7.13
Multi-Family Residential Dwelling (Apartment, Condo, 3 or more Attached Dwellings, Dormitory)	per 1,000 Sq. Ft.	4.84	1.00	3.86	0.56	0.50	5.23	1.61	8.42
Mobile Residence (Mobile Home (MH), Recreational Vehicle (RV), MH and / or RV Park)	per space / lot	4.47	1.00	3.86	0.56	0.50	4.83	1.61	7.78
Institutional Uses									
Community Serving (Civic / Fraternal Club, Gallery, Museum, Performance Venues, Place of Assembly or Worship)	per 1,000 Sq. Ft.	5.52	0.80	5.29	0.56	0.50	6.54	1.44	9.42
Group Home (Assisted Living, Care or Recovery Homes, Congregate Living Facility, Nursing Home)	per 1,000 Sq. Ft.	6.68	0.80	3.86	0.56	0.50	5.78	1.61	9.30
Private Education (Afterschool, Family Day Care, K-12, Pre-K, Trade School, Tutor)	per 1,000 Sq. Ft.	9.82	1.00	4.64	0.56	0.50	12.76	1.58	20.16
Commercial Recreational Uses									
Marina (wet berths, dry slips, ancillary repair, yacht club)	per Berth	2.41	1.00	4.16	0.56	0.50	2.81	2.87	8.06
Entertainment, Outdoor (Amusement, Golf, Multi-Purpose, Recreation, Sports, Tennis)	per Acre	27.43	0.80	4.16	0.56	0.50	25.56	2.87	73.36
Entertainment, Indoor (Amusement Arcade, Exercise Studio, Fitness, Gym, Health, Indoor Sports, Recreation)	per 1,000 Sq. Ft.	24.86	0.50	4.16	0.56	0.50	14.48	2.87	41.55
Industrial Uses									
Industrial (Assembly, Brewery, Development and Testing, Distribution and Processing, Microbrewing, Trades, Utilities)	per 1,000 Sq. Ft.	5.80	0.80	4.77	0.56	0.50	6.20	1.21	7.50
Commercial Storage (Boat / Vehicle, Junk /Salvage Yard, Recycling / Waste Management, Open, Self-Service, Warehouse)	per 1,000 Sq. Ft.	2.34	1.00	3.68	0.56	0.50	2.41	1.24	2.99
Office Uses									
Office (Administrative, Business, Hospital, Post Secondary Education, Professional, Real Estate)	per 1,000 Sq. Ft.	11.58	0.80	4.77	0.56	0.50	12.37	1.21	14.97
Medical or Dental Office (Clinic, Dental, Health Service, Laboratory, Professional Care, Emergency Care, Rehab, Veterinary)	per 1,000 Sq. Ft.	32.84	0.70	4.67	0.56	0.50	30.06	1.25	37.57
Retail Uses									
Retail (Auto / Boat Rental or Sales, New or Used Merchandise, Personal or Pet Care, Sales, Services, Stores)	per 1,000 Sq. Ft.	42.00	0.40	3.37	0.56	0.50	15.85	1.27	20.13
High Impact Retail (Alcoholic Beverages, Banks, Grocery Store, Pharmacy & Drug Store, Sit-Down Restaurant)	per 1,000 Sq. Ft.	106.33	0.30	3.48	0.56	0.50	31.08	1.41	43.83
Convenience Retail (Convenience Store, Fast Food Restaurant, Gasoline Station)	per 1,000 Sq. Ft.	342.66	0.20	3.73	0.56	0.50	71.57	1.47	105.21
Non-Residential Uses Per Unit of Measure									
Auto / Boat / Car Wash (Automated, Cleaning, Dry, Detailing, Polishing, Self-Serve, Vacuum, Wash, Wax)	per Lane or Stall plus per five (5) Stations	321.08	0.10	3.68	0.56	0.50	33.08	1.24	41.02
Auto Charging or Fueling (Commercial Facility which requires Membership or Payment)	per Charging or Fueling Position	279.39	0.10	3.68	0.56	0.50	28.79	1.24	35.70
Auto or Boat Repair / Service (Brakes, Install, Maintenance, Major, Minor, Quick Lube, Repair, Tint, Tires)	per Bay or Stall	34.15	0.50	3.68	0.56	0.50	17.59	1.24	21.82
Bank or Financial Drive-Thru Lane or Free-Standing ATM	per Lane / ATM	137.06	0.30	3.68	0.56	0.50	42.37	1.24	52.54
Fast Food or Quick Service Restaurant Drive Thru	per Lane	507.99	0.10	3.78	0.56	0.50	53.77	1.76	94.63
Overnight Lodging (B&B, Condo Hotel, Hotel, Motel, Short-term Rental, Transient)	per Room	6.67	0.90	3.86	0.56	0.50	6.49	1.61	10.45
Retail Drive-Thru (Dry Cleaner, Dollar Store, Grocery Store, Pharmacy & Drug Store, Retail)	per Lane	125.26	0.30	3.48	0.56	0.50	36.62	1.27	46.50

APPENDIX O

2022 National Household Travel Survey Data: Trip Purpose

APPENDIX O: NATIONAL HOUSEHOLD TRAVEL SURVEY (NHTS) TRIP PURPOSE									
TRIP PURPOSE	PERSON TRIPS (PT)	PERSON TRIP FACTOR (PTf)	PERSON MILES OF TRAVEL (PMT)	PERSON MILES OF TRAVEL FACTOR (PMTf)	PERSON TRIP LENGTH (PTL)	VEHICLE TRIPS (VT)	VEHICLE MILES OF TRAVEL (VMT)	VEHICLE TRIP LENGTH (VTL)	VEHICLE OCCUPANCY (VO)
HOME	4,077,137,371	1.76	14,428,511,809	1.61	3.54	2,318,432,298	8,951,468,620	3.86	1.23
WORK	829,551,714	1.24	3,859,401,570	1.21	4.65	669,398,667	3,191,471,272	4.77	1.11
PERSONAL ERRANDS	1,018,647,973	1.45	3,218,551,536	1.24	3.16	703,125,550	2,590,454,329	3.68	1.57
COMMUNITY SERVING	252,365,235	2.34	820,564,285	1.44	3.25	107,818,479	570,008,450	5.29	1.57
BUY MEALS	958,185,039	1.72	3,710,458,427	1.76	3.87	558,210,377	2,110,268,492	3.78	1.69
BUY GOODS / ERRANDS	2,409,133,717	1.53	6,725,711,638	1.27	2.79	1,571,530,157	5,295,220,608	3.37	1.46
BUY GOODS / MEALS / ERRANDS	3,367,318,756	1.58	10,436,170,065	1.41	3.10	2,129,740,534	7,405,489,100	3.48	1.54
BUY MEALS / ERRANDS	1,976,833,012	1.57	6,929,009,963	1.47	3.51	1,261,335,927	4,700,722,820	3.73	1.63
EXERCISE / RECREATION / ENTERTAINMENT	1,113,681,408	4.12	3,226,235,756	2.87	2.90	270,338,373	1,124,323,313	4.16	2.13
HOME / FAMILY CARE	4,079,877,727	1.76	14,431,432,698	1.61	3.54	2,319,878,177	8,953,214,516	3.86	1.62
SCHOOL / COMMUNITY SERVICE / FAMILY CARE	913,659,810	1.93	3,473,235,486	1.58	3.80	473,267,051	2,197,012,109	4.64	1.86
MEDICAL / DENTAL / WORK	981,842,482	1.27	4,522,037,671	1.25	4.61	773,565,109	3,616,335,988	4.67	1.31

Source: 2022 National Household Travel Survey (NHTS). Summary of Trip Purpose for South Atlantic MSA/CMSA with more than 1 million population and heavy rail. Average of trips based on trip lengths of 10 Miles or Less.

APPENDIX P

Palm Beach County: Household Travel

APPENDIX P: PALM BEACH COUNTY HOUSEHOLD TRAVEL BY DISTANCE (2019 TO 2024)

Date	Population Staying at Home	Population Not Staying at Home	Number of Trips	Number of Trips <1 Mile	Number of Trips 1-3 Miles	Number of Trips 3-5 Miles	Number of Trips 5-10 Miles	Number of Trips 10-25 Miles	Number of Trips Less than 3 Miles	Number of Trips Less than 5 Miles	Number of Trips Less than 10 Miles	Number of Trips Greater Than 25 Miles
2019	246,603	1,250,167	1,976,653,026	508,039,303	470,246,877	249,542,718	330,281,448	299,091,085	978,286,180	1,227,828,898	1,558,110,346	119,451,595
2020	354,155	1,142,615	1,632,223,205	447,783,662	417,138,910	206,849,557	248,266,992	209,015,689	864,922,572	1,071,772,129	1,320,039,121	103,168,395
2021	310,656	1,186,114	1,846,273,174	567,784,350	438,366,484	228,390,267	279,238,689	230,400,379	1,006,150,834	1,234,541,101	1,513,779,790	102,093,005
2022	300,016	1,196,754	1,926,996,168	566,356,409	435,443,043	245,758,922	309,206,851	254,808,118	1,001,799,452	1,247,558,374	1,556,765,225	115,422,825
2023	310,371	1,186,399	2,139,761,412	633,389,237	495,290,101	266,919,241	336,085,680	285,552,745	1,128,679,338	1,395,598,579	1,731,684,259	122,524,408
2024	297,979	1,198,791	341,330,555	104,792,245	76,970,176	41,058,056	52,414,142	46,679,986	181,762,421	222,820,477	275,234,619	19,415,950
Total			9,863,237,540	2,828,145,206	2,333,455,591	1,238,518,761	1,555,493,802	1,325,548,002	5,161,600,797	6,400,119,558	7,955,613,360	582,076,178
Percentage			100.00%	28.67%	23.66%	12.56%	15.77%	13.44%	52.33%	64.89%	80.66%	5.90%
Average			1,904,381,397	544,670,592	451,297,083	239,492,141	300,615,932	255,773,603	995,967,675	1,235,459,816	1,536,075,748	112,532,046
Percentage			100.00%	28.60%	23.70%	12.58%	15.79%	13.43%	52.30%	64.87%	80.66%	5.91%

Note: The total trips by distance, the percentage of total trips, the total trips and percentage less than 5 miles, less than 10 miles and more than twenty five miles was prepared by NUE Urban Concepts, LLC as of April 2024. The data for the years 2019 thru 2023 are total household trips for the entire year.

Source: U.S. Department of Transportation (DOT) Bureau of Transportation Statistics (BTS). Trips by Distance –Palm Beach County, FL (Federal Information Processing Standard (FIPS) Code 12099): The Trips by Distance data and number of people staying home and not staying home are estimated for the Bureau of Transportation Statistics by the Maryland Transportation Institute and Center for Advanced Transportation Technology Laboratory at the University of Maryland. The travel statistics are produced from an anonymized national panel of mobile device data from multiple sources. All data sources used in the creation of the metrics contain no personal information. Data analysis is conducted at the aggregate national, state, and county levels. Trips are defined as movements that include a stay of longer than 10 minutes at an anonymized location away from home. Home locations are imputed on a weekly basis. A movement with multiple stays of longer than 10 minutes before returning home is counted as multiple trips. Trips capture travel by all modes of transportation. including driving, rail, transit, and air. Website: https://data.bts.gov/Research-and-Statistics/Trips-by-Distance-County/p3sz-y9us/about_data

APPENDIX Q

Interstate 95 Ramp Volumes

APPENDIX Q: INTERSTATE 95 RAMP VOLUME							
INTERSTATE	FROM	TO	RAMP MOVEMENT		LENGTH	RAMP VOLUME	LINK VOLUME
			NB ON	SB OFF			
			16,500	16,500			
I-95	Lantana	Hypoluxo			1.04	33,000	34,320
			NB OFF	SB ON			
			12,500	13,000			
I-95	Hypoluxo	Gateway			1.52	50,000	76,000
			NB ON	SB OFF			
			11,000	13,500			
			NB OFF	SB ON			
			15,500	14,500			
I-95	Gateway	Boynton			1.51	65,250	98,528
			NB ON	SB OFF			
			15,750	19,500			
			NB OFF	SB ON			
			13,500	12,500			
I-95	Boynton	Woolbright			0.99	69,500	68,805
			NB ON	SB OFF			
			21,500	22,000			
					3.84	26,500	101,760
			NB OFF	SB ON			
I-95	Woolbright	Atlantic Ave	13,000	13,500			

Source: FDOT 2023 OnLine AADT. 2023 Total = 379,412; 2024 AADT = 387,380 (0.21 annual growth rate);
2024 I-95 VMT = 1,937,230 from Traffic Characteristics Report (Appendix D) 387,380 / 1,937,230 = 20% (Rounded)

APPENDIX R

Mobility Fee Schedule

APPENDIX R: BOYNTON BEACH MOBILITY FEE SCHEDULE				
USE CATEGORIES, USE CLASSIFICATIONS & REPRESENTATIVE USES	UNIT OF MEASURE (UOM)	MOBILITY FEE RATE PER USE (MFu)	UNIT OF MEASURE (UOM)	MOBILITY FEE RATE PER USE (MFu)
Residential Uses				
Single-Family Residential Dwelling (Detached, Duplex, Accessory Dwelling, Townhome, Townhouse, Tiny Home) [1]	per 1,000 Sq. Ft.	$2,806	per Sq. Ft.	$2.81
Multi-Family Residential Dwelling (Apartment, Condo, 3 or more Attached Dwellings, Dormitory) [2]	per 1,000 Sq. Ft.	$3,312	per Sq. Ft.	$3.31
Mobile Residence (Mobile Home (MH), Recreational Vehicle (RV), MH and / or RV Park) [3]	per space / lot	$3,059	per space / lot	$3,059
Institutional Uses				
Community Serving (Civic / Fraternal Club, Gallery, Museum, Performance Venues, Place of Assembly or Worship)	per 1,000 Sq. Ft.	$3,704	per Sq. Ft.	$3.70
Group Home (Assisted Living, Care or Recovery Homes, Congregate Living Facility, Nursing Home)	per 1,000 Sq. Ft.	$3,657	per Sq. Ft.	$3.66
Private Education (Afterschool, Family Day Care, K-12, Pre-K, Trade School, Tutor)	per 1,000 Sq. Ft.	$7,928	per Sq. Ft.	$7.93
Commercial Recreational Uses [4]				
Marina (wet berths, dry slips, ancillary repair, yacht club)	per Berth	$3,168	per Berth	$3,168
Entertainment, Outdoor (Amusement, Golf, Multi-Purpose, Recreation, Sports, Tennis)	per Acre	$28,850	per Acre	$28,850
Entertainment, Indoor (Amusement Arcade, Exercise Studio, Fitness, Gym, Health, Indoor Sports, Recreation)	per 1,000 Sq. Ft.	$16,342	per Sq. Ft.	$16.34
Industrial Uses				
Industrial (Assembly, Brewery, Development and Testing, Distribution and Processing, Microbrewing, Trades, Utilities)	per 1,000 Sq. Ft.	$2,949	per Sq. Ft.	$2.95
Commercial Storage (Boat / Vehicle, Junk /Salvage Yard, Recycling / Waste Management, Open, Self-Service, Warehouse) [5]	per 1,000 Sq. Ft.	$1,176	per Sq. Ft.	$1.18
Office Uses				
Office (Administrative, Business, Hospital, Post Secondary Education, Professional, Real Estate)	per 1,000 Sq. Ft.	$5,888	per Sq. Ft.	$5.89
Medical or Dental Office (Clinic, Dental, Health Service, Laboratory, Professional Care, Emergency Care, Rehab, Veterinary)	per 1,000 Sq. Ft.	$14,777	per Sq. Ft.	$14.78
Retail Uses				
Retail (Auto / Boat Rental or Sales, New or Used Merchandise, Personal or Pet Care, Sales, Services, Stores) [6]	per 1,000 Sq. Ft.	$7,918	per Sq. Ft.	$7.92
High Impact Retail (Alcoholic Beverages, Banks, Grocery Store, Pharmacy & Drug Store, Sit-Down Restaurant) [7]	per 1,000 Sq. Ft.	$17,236	per Sq. Ft.	$17.24
Convenience Retail (Convenience Store, Fast Food Restaurant, Gasoline Station) [7]	per 1,000 Sq. Ft.	$41,379	per Sq. Ft.	$41.38

APPENDIX R: BOYNTON BEACH MOBILITY FEE SCHEDULE				
USE CATEGORIES, USE CLASSIFICATIONS & REPRESENTATIVE USES	UNIT OF MEASURE (UOM)	MOBILITY FEE RATE PER USE (MFu)	UNIT OF MEASURE (UOM)	MOBILITY FEE RATE PER USE (MFu)
Non-Residential Uses Per Unit of Measure [8]				
Auto / Boat / Car Wash (Automated, Cleaning, Dry, Detailing, Polishing, Self-Serve, Vacuum, Wash, Wax) [9]	per Lane or Stall plus per five (5) Stations	$16,134	per Lane or Stall plus per five (5) Stations	$16,134
Auto Charging or Fueling (Commercial Facility which requires Membership or Payment) [10]	per Charging or Fueling Position	$14,039	per Charging or Fueling Position	$14,039
Auto or Boat Repair / Service (Brakes, Install, Maintenance, Major, Minor, Quick Lube, Repair, Tint, Tires) [11]	per Bay or Stall	$8,580	per Bay or Stall	$8,580
Bank or Financial Drive-Thru Lane or Free-Standing ATM [12]	per Lane / ATM	$20,661	per Lane / ATM	$20,661
Fast Food or Quick Service Restaurant Drive Thru [13]	per Lane	$37,215	per Lane	$37,215
Overnight Lodging (B&B, Condo Hotel, Hotel, Motel, Short-term Rental, Transient) [3]	per Room	$4,108	per Room	$4,108
Retail Drive-Thru (Dry Cleaner, Dollar Store, Grocery Store, Pharmacy & Drug Store, Retail) [14]	per Lane	$18,288	per Lane	$18,288

BOYNTON BEACH MOBILITY FEE SCHEDULE FOOTNOTES

[1] Single-Family Residential Square Feet is the sum of the area (in square feet) of each dwelling unit measured from the exterior surface of the exterior walls.

[2] Multi-Family Residential Square Feet is the sum of the area (in square feet) of each building measured from the exterior surface of the exterior walls. This includes common areas, lobbies, leasing offices, and residential amenities not accessible to the public. Retail or office square footage leased to a third-party would pay the applicable mobility fee rate. Square footage does not include parking garages or structures.

[3] Any retail, office, or non-residential square footage that is leased to a third-party use to provides drinks, food, goods, or services to the public shall be required to pay the applicable mobility fee per the individual uses identified in the mobility fee schedule.

[4] For Commercial Recreational Uses that feature both indoor facilities and outdoor recreation, the indoor shall be based on the indoor mobility fee rate, the outdoor shall be made on the outdoor rate, any other uses shall pay the applicable mobility fee for the land use.

[5] Acreage for any unenclosed material and vehicle storage, including but not limited to boats, commercial vehicles, recreational vehicles (RV), and trailers, sales and display shall be converted to square footage. See Commercial Storage definition for further detail.

[6] Retail includes all uses that do not fall under High Impact or Convenience Retail and generate less than 75 daily trips per 1,000 sq. ft. per the latest ITE Generation Manual or alternative study.

[7] High Impact Retail includes banks, pharmacies, sit down restaurants (non fast food), grocery stores, supermarkets, beer, liquor, package, wine and spirits stores, bars, nightclubs, lounges. These uses generate between 75 and 250 daily trips per 1,000 sq. ft. per the latest ITE Generation Manual or alternative study. Convenience Retail includes convenience stores, gas stations, service stations, coffee, donut, sandwich, food and beverage that would be considered fast food or quick service restaurants. These uses generate between more than 250 daily trips per 1,000 sq. ft. per the latest ITE Generation Manual or alternative study.

[8] Non-residential uses are assessed applicable mobility fees per unit of measure in addition to the mobility fee assessed with the square footage of the building.

[9] Auto / Boat / Car Wash shall mean any car wash, wax, or detail where a third party or automatic system performs the cleaning service. Mobility Fee are assessed per bay or stall, plus per five (5) finishing stations. See definition for further detail. The applicable mobility fee rate would also be assessed for any additional building square footage under retail uses.

[10] Auto Charging or Fueling per position apply to a convenience store, gas station, general store, grocery store, supermarket, superstore, variety store, wholesale club or service stations with charging stations or fuel pumps. In addition, there shall be a separate mobility fee for the square footage of any retail building per the applicable mobility fee rate under retail uses. The number of charging or fueling positions is based on the maximum number of vehicles that could be charged or fueled at one time. Non-commercial vehicle charging stations associated with residential or non-residential uses that are required by the City or are provided by the owner as an amenity and not a commercial purpose shall not be assessed a mobility fee.

[11] Auto or Boat Repair / Service includes maintenance, repair, and servicing of motor vehicles. Mobility Fee are assessed per bay or stall, plus a retail rate associated with any additional building sq. ft. under retail uses for waiting areas, parts, and sales.

[12] Banks shall pay the High Impact Retail rate for the square footage of the building under the retail use category. Drive-thru lanes, Free Standing ATM's and Drive-thru lanes with ATM's are assessed a separate fee per lane or per ATM and are added to any mobility fee associated with a bank building. The free-standing ATM is for an ATM only and not an ATM within or part of another non-financial building, such as an ATM within a grocery store.

[13] Any drive-thru associated with a fast food restaurant will be an additive fee in addition to the applicable Convenience Retail mobility fee per square foot of the building. The number of drive-thru lanes will be based on the number of lanes present when an individual places an order or picks up an order, whichever is greater.

[14] Any drive-thru associated with a Retail or High Impact retail use will be assessed an additive mobility fee in addition to the applicable retail use mobility fee rate per square foot of the building. The number of drive-thru lanes shall be based on the total number of lanes available for either pick-up, drop-off, or placement of an order for goods or services.

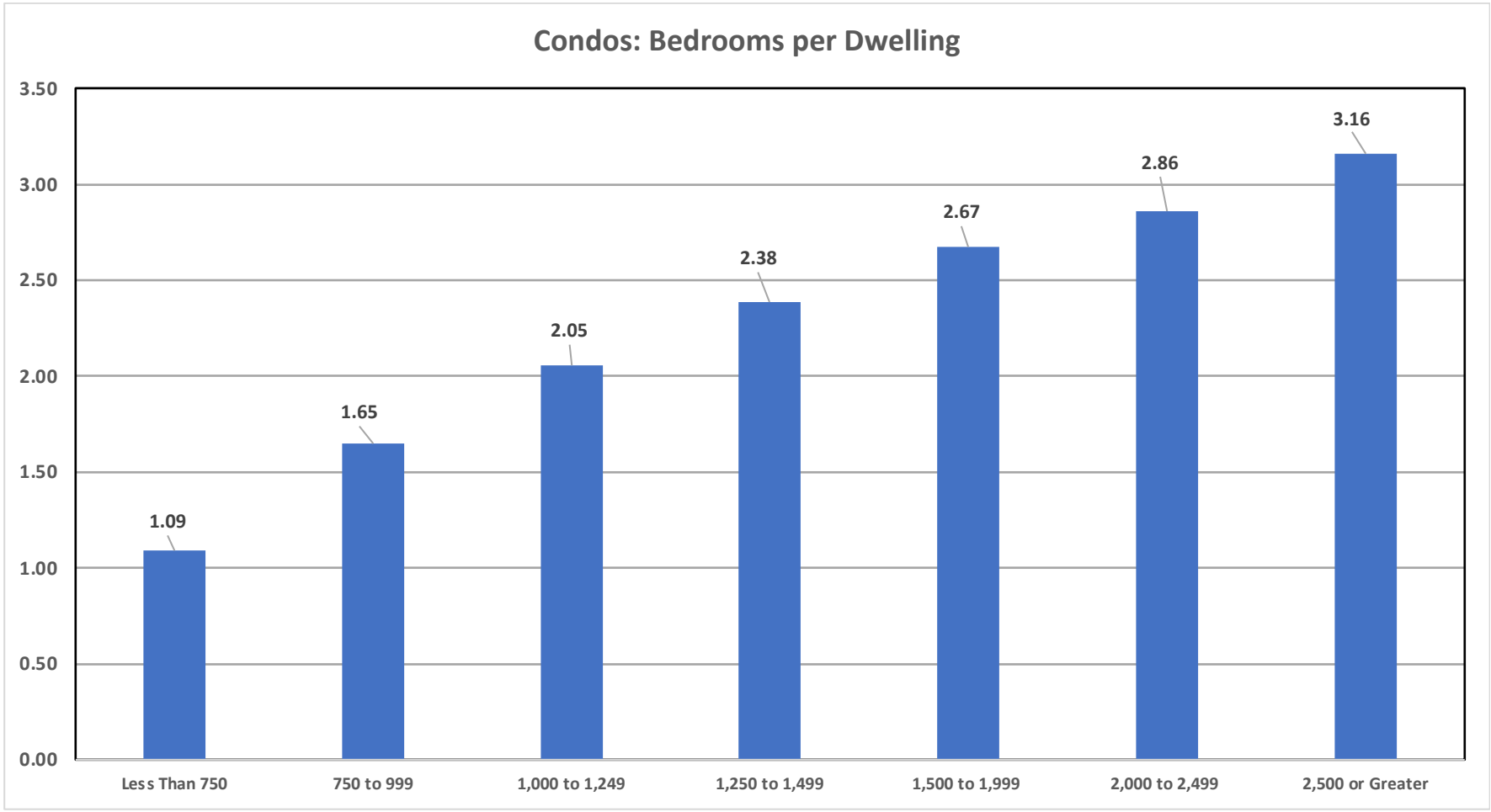
APPENDIX S

Residential Square Footage & Bedrooms

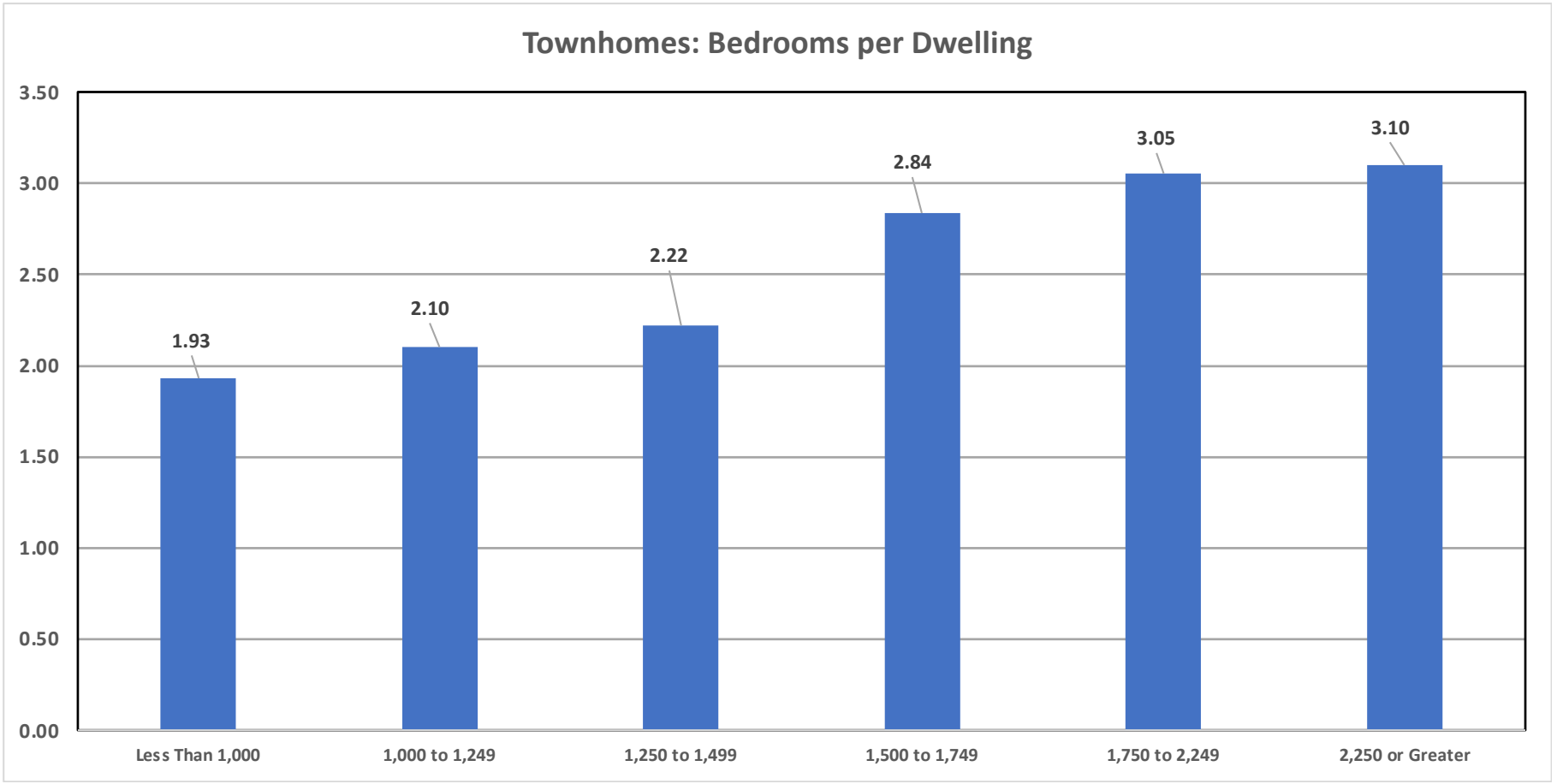
CITY OF BOYNTON BEACH: SINGLE-FAMILY DETACHED			
HABITABLE SQUARE FOOTAGE TIERS	NUMBER OF DWELLINGS	NUMBER OF BEDROOMS	BEDROOMS PER DWELLING
Less Than 750	193	378	1.96
750 to 999	1,094	2,543	2.32
1,000 to 1,249	2,546	6,559	2.58
1,250 to 1,499	4,115	10,943	2.66
1,500 to 1,999	3,749	11,203	2.99
2,000 to 2,499	1,249	4,378	3.51
2,500 to 3,499	677	2,718	4.01
3,500 or Greater	99	412	4.16
Total	13,722	39,134	2.85
Source: Palm Beach County Property Appraiser, 2024.			


Single-Family Detached: Bedrooms per Dwelling
4.50
4.00
3.50
3.00
2.50
2.00
1.50
1.00
0.50
0.00
1.96
2.32
2.58
2.66
2.99
3.51
4.01
4.16
Less Than 750
750 to 999
1,000 to 1,249
1,250 to 1,499
1,500 to 1,999
2,000 to 2,499
2,500 to 3,499
3,500 or Greater

CITY OF BOYNTON BEACH: CONDOS			
HABITABLE SQUARE FOOTAGE TIERS	NUMBER OF DWELLINGS	NUMBER OF BEDROOMS	BEDROOMS PER DWELLING
Less Than 750	1,917	2,090	1.09
750 to 999	4,528	7,457	1.65
1,000 to 1,249	2,744	5,636	2.05
1,250 to 1,499	973	2,320	2.38
1,500 to 1,999	1,035	2,767	2.67
2,000 to 2,499	524	1,499	2.86
2,500 or Greater	133	420	3.16
Total	11,854	22,189	1.87
Source: Palm Beach County Property Appraiser, 2024.			


Condos: Bedrooms per Dwelling
3.50
3.00
2.50
2.00
1.50
1.00
0.50
0.00
1.09
1.65
2.05
2.38
2.67
2.86
3.16
Less Than 750
750 to 999
1,000 to 1,249
1,250 to 1,499
1,500 to 1,999
2,000 to 2,499
2,500 or Greater

CITY OF BOYNTON BEACH: TOWNHOMES			
HABITABLE SQUARE FOOTAGE TIERS	NUMBER OF DWELLINGS	NUMBER OF BEDROOMS	BEDROOMS PER DWELLING
Less Than 1,000	30	58	1.93
1,000 to 1,249	670	1,410	2.10
1,250 to 1,499	1,283	2,849	2.22
1,500 to 1,749	1,210	3,435	2.84
1,750 to 2,249	826	2,521	3.05
2,250 or Greater	167	518	3.10
Total	4,186	10,791	2.58
Source: Palm Beach County Property Appraiser, 2024.			


Townhomes: Bedrooms per Dwelling
3.50
3.00
2.50
2.00
1.50
1.00
0.50
0.00
1.93
2.10
2.22
2.84
3.05
3.10
Less Than 1,000
1,000 to 1,249
1,250 to 1,499
1,500 to 1,749
1,750 to 2,249
2,250 or Greater

APPENDIX T

Bedrooms & Household Vehicles

APPENDIX T: BOYNTON BEACH VEHICLE AVAILABILITY & BEDROOMS BY TENURE					
VEHICLE AVAILABILITY BY HOUSEHOLD			**NUMBER OF BEDROOMS BY HOUSEHOLD**		
Owner occupied:	**23,690**	**Number of Bedrooms**	**Owner occupied:**	**23,690**	**Vehicles Available**
No vehicle available	748	0	No bedroom	265	0
1 vehicle available	12,437	1 & 2	1 bedroom	1,209	0 & 1
2 vehicles available	7,971	3	2 bedrooms	11,001	1
3 vehicles available	1,737	4	3 bedrooms	8,434	2
4 vehicles available	510	4	4 bedrooms	2,608	3 & 4
5 or more vehicles available	287	5 or More	5 or more bedrooms	173	5 or More
Renter occupied:	**11,608**	**Number of Bedrooms**	**Renter occupied:**	**11,608**	**Vehicles Available**
No vehicle available	1,064	0	No bedroom	636	0
1 vehicle available	6,587	1 & 2	1 bedroom	3,339	1
2 vehicles available	2,559	3	2 bedrooms	4,701	1 & 2
3 vehicles available	683	3 & 4	3 bedrooms	2,298	2 & 3
4 vehicles available	290	4	4 bedrooms	209	4
5 or more vehicles available	425	5	5 or more bedrooms	425	5

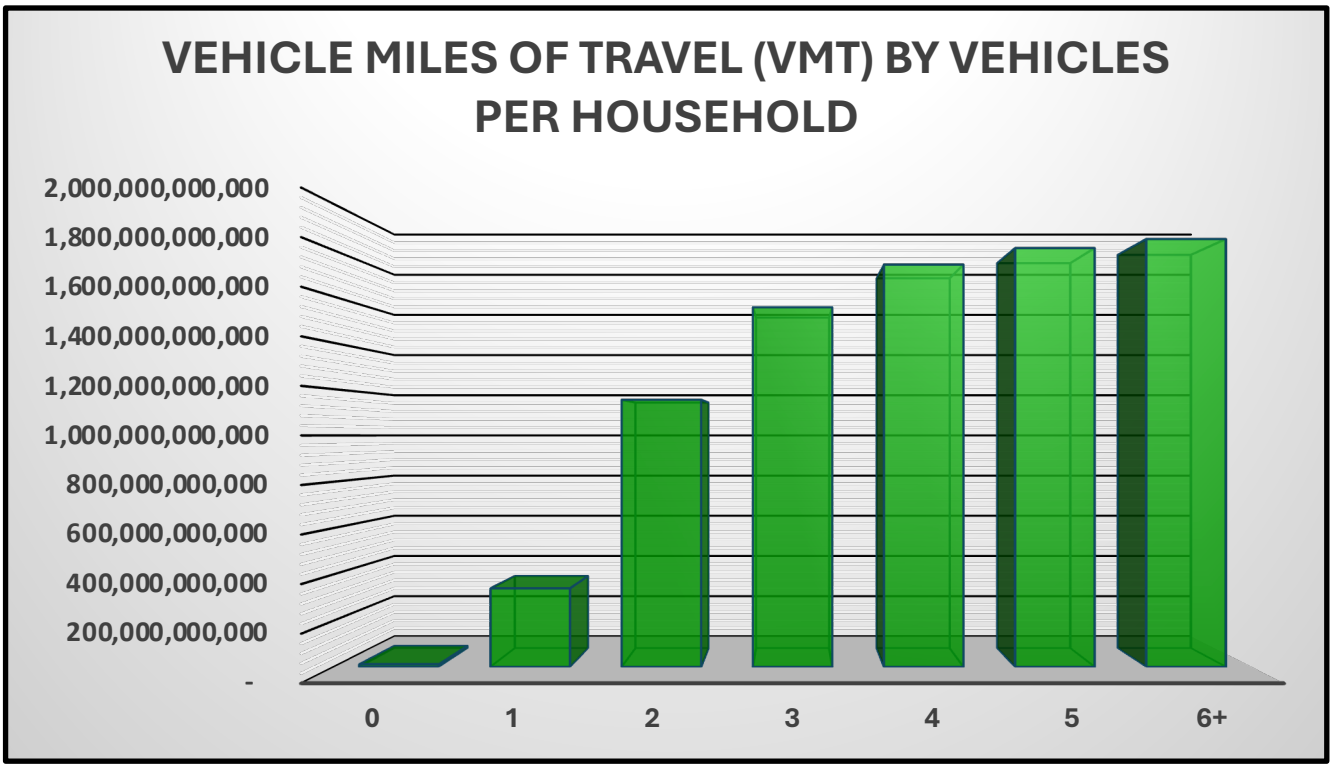
American Community Survey (2022) U.S. Census Bureau. Tenure by Vehicles Available (Table ID B25044; Dataset ACSDT1Y2022) Tenure by Bedrooms (Table ID: B25042, Dataset ACSDT1Y2022)

APPENDIX U

2022 National Household Travel Survey: Household Vehicles

APPENDIX W: VEHICLE TRAVEL BY VEHICLES PER HOUSEHOLD				
VEHICLES PER HOUSEHOLD	VEHICLE MILES OF TRAVEL (VMT)	NUMBER OF VEHICLES	VEHICLE MILES OF TRAVEL (VMT) BY VEHICLE	VEHICLE TRIPS
0	11,372,173,826	10,712,489	1,062	1,218,005,495
1	339,528,289,749	52,983,526	6,408	37,848,465,640
2	1,153,966,493,312	101,330,783	11,388	107,495,730,889
3	1,553,440,953,418	118,190,063	13,144	139,181,106,950
4	1,737,878,563,271	124,442,056	13,965	154,665,877,904
5	1,809,057,731,375	126,252,817	14,329	158,697,931,515
6+	1,848,031,458,832	127,544,707	14,489	160,953,195,395

Source: 2022 National Household Travel Survey (NHTS)



APPENDIX V

Downtown Development Inventory
(Recently Built & Under Review)

APPENDIX V: Downtown Development Inventory (Recently Built & Under Review)									
Approved Site Plans	**Condo**	**Studio**	**JR 1BR, 1 BR & 1BR+Den**	**2 BR**	**3 BR**	**Live Work**	**Loft 1 bed**	**Loft 2 bed**	**Total Units**
Broadstone Boynton Beach: 566 parking spaces		**29**	**120**	**103**	**22**				**274**
Ocean One: 633 parking spaces		**42**	**238**	**91**					**371**
The Pierce: 587 parking spaces			**201**	**85**	**14**				**300**
Town Square North: 1,052 parking spaces		**35**	**164**	**177**	**57**				**433**
Town Square South: 1,024 parking spaces		**43**	**187**	**191**	**44**				**465**
Villages at East Ocean North: 672 parking spaces			**119**	**202**	**10**	**2**	**3**		**336**
Villages at East Ocean South: 87 parking spaces		**9**	**2**	**8**	**5**	**4**	**3**	**4**	**35**
Total		**158**	**1,031**	**857**	**152**	**6**	**6**	**4**	**2,214**
Built Projects	**Condo**	**Studio**	**JR 1BR, 1 BR & 1BR+Den**	**2 BR**	**3 BR**	**Live Work**	**Loft 1 bed**	**Loft 2 bed**	**Total Units**
Casa Costa: 750 parking spaces	**16**		**82**	**170**	**50**				**318**
Marina Village: 777 parking spaces			**80**	**183**	**86**				**349**
500 Ocean – 717 parking spaces			**156**	**162**	**23**				**341**
Total	**16**		**318**	**515**	**159**				**1,008**

Source: Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.

APPENDIX W

Downtown Development Parking Inventory (Recently Built & Under Review)

APPENDIX W: Downtown Development Parking Inventory (Recently Built & Under Review)					
Approved Site Plans	**SUMMARY SITE PARKING DATA**				
Broadstone Boynton Beach: 566 parking spaces	**Parking Space Required**	**Standard**	**Non Standard**	**HCP***	**Total**
Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.	Residental	440		9	449
	Non-Residental	61		2	63
	City leased				
	Off site	19		1	20
	Total Parking Space Required				**532**
	Parking Space Provided	**Standard**	**Non Standard**	**HCP***	**Total**
Non-standard spaces include 20 for electric vehicle (EV) charging. 2 of the Handicap spaces are also EV charging. Off-site spaces are on-street parking.	Residental	524	20	13	557
	Non-Residental				
	City leased				
	Off site		9		9
* HCP = ADA Required Handicap Parking	**Total Parking Space Provided**				**566**
Ocean One: 633 parking spaces	**Parking Space Required**	**Standard**	**Non Standard**	**HCP***	**Total**
Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.	Residental	579			579
	Non-Residental	128			128
	City leased				
	Off site				
	Total Parking Space Required				**707**
	Parking Space Provided	**Standard**	**Non Standard**	**HCP***	**Total**
Break down of type of parking spaces to be provided not included on the site plan.	Residental				
	Non-Residental				
	City leased				
	Off site				
* HCP = ADA Required Handicap Parking	**Total Parking Space Provided**				**633**

APPENDIX W: Downtown Development Parking Inventory (Recently Built & Under Review)					
The Pierce: 587 parking spaces	**Parking Space Required**	**Standard**	**Non Standard**	**HCP***	**Total**
Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.	Residental	551		10	561
	Non-Residental	77		9	86
	City leased				
	Off site				
	Total Parking Space Required				**647**
	Parking Space Provided	**Standard**	**Non Standard**	**HCP***	
Non-standard spaces include 9 for motorcycles. Off-site spaces are on-street parking.	Residental	551	9	14	**574**
	Non-Residental				
	City leased				
	Off site		13		13
* HCP = ADA Required Handicap Parking	**Total Parking Space Provided**				**587**
Town Square North: 1,052 parking spaces	**Parking Space Required**	**Standard**	**Non Standard**	**HCP***	**Total**
Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.	Residental				718
	Non-Residental				85
	City leased				249
	Off site				
	Total Parking Space Required				**1052**
	Parking Space Provided	**Standard**	**Non Standard**	**HCP***	**Total**
Non-standard spaces include 120 compact spaces, 26 for EV charging, and 30 for motorcycles. Off-site spaces are on-street parking.	Residental	871	158	20	**1049**
	Non-Residental				
	City leased				
	Off site		3		3
* HCP = ADA Required Handicap Parking	**Total Parking Space Provided**				**1052**

APPENDIX W: Downtown Development Parking Inventory (Recently Built & Under Review)					
Town Square South: 1,024 parking spaces	**Parking Space Required**	**Standard**	**Non Standard**	**HCP***	**Total**
Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.	Residental				766
	Non-Residental				34
	City leased				224
	Off site				
	Total Parking Space Required				**1024**
	Parking Space Provided	**Standard**	**Non Standard**	**HCP***	**Total**
Non-standard spaces include 96 compact spaces, 26 for EV charging, and 30 for motorcycles. Off-site spaces (19) are on-street parking.	Residental	833	152	20	1005
	Non-Residental				
	City leased				
	Off site		19		19
* HCP = ADA Required Handicap Parking	**Total Parking Space Provided**				**1024**
Villages at East Ocean North: 672 parking spaces	**Parking Space Required**	**Standard**	**Non Standard**	**HCP***	**Total**
Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.	Residental	557		12	569
	Non-Residental	54		1	55
	City leased				
	Off site				
	Total Parking Space Required				**624**
	Parking Space Provided	**Standard**	**Non Standard**	**HCP***	**Total**
	Residental	657		13	670
	Non-Residental				
	City leased				
	Off site		2		2
* HCP = ADA Required Handicap Parking	**Total Parking Space Provided**				**672**

APPENDIX W: Downtown Development Parking Inventory (Recently Built & Under Review)					
Villages at East Ocean South: 87 parking spaces	**Parking Space Required**	**Standard**	**Non Standard**	**HCP***	**Total**
Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.	Residental				69
	Non-Residental				18
	City leased				
	Off site				
	Total Parking Space Required				**87**
	Parking Space Provided	**Standard**	**Non Standard**	**HCP***	**Total**
Off-site spaces (21) are on-street parking.	Residental	64		2	66
	Non-Residental				
	City leased				
	Off site		21		21
* HCP = ADA Required Handicap Parking	**Total Parking Space Provided**				**87**
Built Projects	**SUMMARY SITE PARKING DATA**				
Casa Costa: 750 parking spaces	**Parking Space Required**	**Standard**	**Non Standard**	**HCP***	**Total**
Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.	Residental				595
	Non-Residental				196
	City leased				
	Off site				
	Total Parking Space Required				**791**
	Parking Space Provided	**Standard**	**Non Standard**	**HCP***	**Total**
Non-Standard spaces (134) are tandem parking.	Residental	601	134	15	750
	Non-Residental				
	City leased				
	Off site				
* HCP = ADA Required Handicap Parking	**Total Parking Space Provided**				**750**

APPENDIX W: Downtown Development Parking Inventory (Recently Built & Under Review)					
Marina Village: 777 parking spaces	**Parking Space Required**	**Standard**	**Non Standard**	**HCP***	**Total**
Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.	Residental				658
	Non-Residental				182
	City leased				
	Off site				
	Total Parking Space Required				**840**
	Parking Space Provided				**Total**
Non-Standard spaces (22) are parking within townhome garages. Off-site spaces (119) on-street parallel parking.	Residental	636	22		658
	Non-Residental				
	City leased				
	Off site		119		119
* HCP = ADA Required Handicap Parking	**Total Parking Space Provided**				**777**
500 Ocean – 717 parking spaces	**Parking Space Required**	**Standard**	**Non Standard**	**HCP***	**Total**
Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.	Residental				566
	Non-Residental				100
	City leased				
	Off site				
	Total Parking Space Required				**666**
	Parking Space Provided	**Standard**	**Non Standard**	**HCP***	**Total**
Off-site spaces (14) are on-street parking.	Residental	685		18	703
	Non-Residental				
	City leased				
	Off site		14		14
* HCP = ADA Required Handicap Parking	**Total Parking Space Provided**				**717**

APPENDIX X

Origin & Destination Evaluation

APPENDIX X: O&D EVALUATION (2045 AM & PM PEAK FLOWS)

Origin/Destination	AM Trips	AM Trip Percentage	PM Trips	PM Trip Percentage
Boynton Beach Mobility Study Area (6 Districts) & Palm Beach County Road Impact Fee (RIF) Zone 1				
From Mobility Study Area to RIF 1	1,218	55.6%	1,791	48.8%
From RIF 1 to Mobility Study Area	973	44.4%	1,885	51.3%
Total	2,191	100%	3,676	100%
Boynton Beach Mobility Study Area (6 Districts) & Palm Beach County Road Impact Fee (RIF) Zone 2				
From Mobility Study Area to RIF 2	4,590	50.5%	9,133	49.4%
From RIF 2 to Mobility Study Area	4,504	49.5%	9,343	50.6%
Total	9,094	100%	18,476	100%
Boynton Beach Mobility Study Area (6 Districts) & Palm Beach County Road Impact Fee (RIF) Zone 3				
From Mobility Study Area to RIF 1	866	38.7%	2,092	56.9%
From RIF 1 to Mobility Study Area	1,374	61.3%	1,582	43.1%
Total	2,239	100%	3,675	100%
Boynton Beach Mobility Study Area (6 Districts) & Palm Beach County Road Impact Fee (RIF) Zone 4				
From Mobility Study Area to RIF 1	6,916	41.7%	20,136	55.3%
From RIF 1 to Mobility Study Area	9,652	58.3%	16,288	44.7%
Total	16,568	100%	36,424	100%
Boynton Beach Mobility Study Area (6 Districts) & Palm Beach County Road Impact Fee (RIF) Zone 5				
From Mobility Study Area to RIF 1	6,923	45.9%	17,211	52.3%
From RIF 1 to Mobility Study Area	8,163	54.1%	15,717	47.7%
Total	15,086	100%	32,927	100%
Boynton Beach Mobility Study Area (6 Districts) & Road Impact Fee Zones 1-5 (ALL RIF ZONES)				
From Mobility Study Area to RIF 1-5	20,513	45.4%	50,364	52.9%
RIF 1-5 to Mobility Study Area	24,666	54.6%	44,815	47.1%
Total	45,178	100%	95,179	100%
Mobility Study Area (6 Districts) (6 Districts)				
Mobility Study Area External Trips	20,513	24.2%	44,815	22.3%
All Travel in Mobility Study Area (6 Districts)	64,313	75.8%	155,987	77.7%
Total	84,826	100%	200,802	100%

Source: Southeast Florida Regional Planning Model (SEFRPM 8.541)

APPENDIX Y

Comparison of Mobility Fees with County Road Impact Fees

APPENDIX Y: COMPARISON WITH COUNTY FEES						
USE CATEGORIES, USE CLASSIFICATIONS & REPRESENTATIVE USES. NOTE: CITY & COUNTY LAND USES DIFFER. THIS ANALYSIS REFLECTS THE CLOSEST COMPARABLE LAND USES. THE CITY DATA IS BASED ON 2024 CONDITIONS. THE COUNTY STUDY WAS CONDUCTED IN 2022. THE CITY MOBILITY FEE METHODOLOGY DIFFERS FROM THE COUNTY ROAD IMPACT FEE METHODOLOGY.	UNIT OF MEASURE (UOM)	PERSON TRAVEL DEMAND (PTDu)	MOBILITY FEE RATE PER USE (MFu)	COUNTY ROAD IMPACT FEE	DIFFERENCE CITY VS COUNTY	NOTE: FOR SPECIFIC COUNTY RATES, SEE PALM BEACH COUNTY ROAD IMPACT FEE SCHEDULE.
Residential Uses						
Single-Family Residential Dwelling (Detached, Duplex, Accessory Dwelling, Townhome, Townhouse, Tiny Home)	per 1,000 Sq. Ft.	7.13	$2,806	$5,597	Lower	City per sq. ft., (2K house $5,612) - County per dwelling
Multi-Family Residential Dwelling (Apartment, Condo, 3 or more Attached Dwellings, Dormitory)	per 1,000 Sq. Ft.	8.42	$3,312	$3,788	Lower	City per sq. ft. (total building), County per dwelling
Mobile Residence (Mobile Home (MH), Recreational Vehicle (RV), MH and / or RV Park)	per space / lot	7.78	$3,059	$2,076	Higher	
Institutional Uses						
Community Serving (Civic / Fraternal Club, Gallery, Museum, Performance Venues, Place of Assembly or Worship)	per 1,000 Sq. Ft.	9.42	$3,704	$2,898	Higher	
Group Home (Assisted Living, Care or Recovery Homes, Congregate Living Facility, Nursing Home)	per 1,000 Sq. Ft.	9.30	$3,657	$2,949	Higher	City per sq. ft., County per bed (assume 4 beds)
Private Education (Afterschool, Family Day Care, K-12, Pre-K, Trade School, Tutor)	per 1,000 Sq. Ft.	20.16	$7,928	$7,787	Lower	Based on County Day Care, Higher than Private Ed (K-12)
Commercial Recreational Uses						
Marina (wet berths, dry slips, ancillary repair, yacht club)	per Berth	8.06	$3,168	--	N/A	County does not list
Entertainment, Outdoor (Amusement, Golf, Multi-Purpose, Recreation, Sports, Tennis)	per Acre	73.36	$28,850	$26,611	Higher	County based on 2 tennis courts (~1 acre)
Entertainment, Indoor (Amusement Arcade, Exercise Studio, Fitness, Gym, Health, Indoor Sports, Recreation)	per 1,000 Sq. Ft.	41.55	$16,342	$14,426	Higher	
Industrial Uses						
Industrial (Assembly, Brewery, Development and Testing, Distribution and Processing, Microbrewing, Trades, Utilities)	per 1,000 Sq. Ft.	7.50	$2,949	$2,170	Higher	
Commercial Storage (Boat / Vehicle, Junk /Salvage Yard, Recycling / Waste Management, Open, Self-Service, Warehouse)	per 1,000 Sq. Ft.	2.99	$1,176	$873	Higher	
Office Uses						
Office (Administrative, Business, Hospital, Post Secondary Education, Professional, Real Estate)	per 1,000 Sq. Ft.	14.97	$5,888	$4,871	Higher	
Medical or Dental Office (Clinic, Dental, Health Service, Laboratory, Professional Care, Emergency Care, Rehab, Veterinary)	per 1,000 Sq. Ft.	37.57	$14,777	$11,245	Higher	
Retail Uses						
Retail (Auto / Boat Rental or Sales, New or Used Merchandise, Personal or Pet Care, Sales, Services, Stores)	per 1,000 Sq. Ft.	20.13	$7,918	$6,758	Higher	County average of three retail fees
High Impact Retail (Alcoholic Beverages, Banks, Grocery Store, Pharmacy & Drug Store, Sit-Down Restaurant)	per 1,000 Sq. Ft.	43.83	$17,236	$14,507	Higher	County average of five retail fees
Convenience Retail (Convenience Store, Fast Food Restaurant, Gasoline Station)	per 1,000 Sq. Ft.	105.21	$41,379	$46,042	Lower	County average of two fees, City has additive fees
Non-Residential Uses Per Unit of Measure						
Auto / Boat / Car Wash (Automated, Cleaning, Dry, Detailing, Polishing, Self-Serve, Vacuum, Wash, Wax)	per Lane or Stall plus per five (5) Stations	41.02	$16,134	$6,913	Higher	
Auto Charging or Fueling (Commercial Facility which requires Membership or Payment)	per Charging or Fueling Position	35.70	$14,039	$8,436	Higher	County average of three fees, note City convenience is lower, which is part of difference
Auto or Boat Repair / Service (Brakes, Install, Maintenance, Major, Minor, Quick Lube, Repair, Tint, Tires)	per Bay or Stall	21.82	$8,580	$6,917	Higher	
Bank or Financial Drive-Thru Lane or Free-Standing ATM	per Lane / ATM	52.54	$20,661	--	N/A	County does not list
Fast Food or Quick Service Restaurant Drive Thru	per Lane	94.63	$37,215	--	N/A	County does not list
Overnight Lodging (B&B, Condo Hotel, Hotel, Motel, Short-term Rental, Transient)	per Room	10.45	$4,108	$2,498	Higher	
Retail Drive-Thru (Dry Cleaner, Dollar Store, Grocery Store, Pharmacy & Drug Store, Retail)	per Lane	46.50	$18,288	--	N/A	County does not list

APPENDIX Z

Multimodal Characteristics Inventory

APPENDIX Z: BOYNTON BEACH MULTIMODAL CHARACTERISTICS INVENTORY

Limits, Classification, & Ownership					Charateristics		Median		Multimodal Off-Street (North or East)					Multimodal Off-Street (South or West)					Multimodal On-Street					Transit			
Street Name	From Street	To Street	Functional Classification	Maintaining Entity	Speed Limit	Length (Miles)	Type	Width (feet)	Facility Type	% Coverage	Width (feet)	Buffer Width (feet)	Physical Barrier	Facility Type	% Coverage	Width (feet)	Buffer Width (feet)	Physical Barrier	Facility Type	% Coverage	Width (feet)	Type of Separation	Both Sides of ROW (Yes or No)	Type	Type of Stops	Frequency of Service (Minutes)	Span of Service (Hours)
BOYNTON BCH BLVD (SR 804)	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR ARTERIAL	STATE	35	0.38	TWLT	11	Sidewalk	100	5	3	Grass	Sidewalk	100	5, 6	3, 10	Grass, Landscape	Bike Lane	100	3.00	None	Yes	Bus	Covered	60.00	14.00
BOYNTON BCH BLVD (SR 804)	SEACREST BLVD	INTERSTATE 95	PRINCIPAL ARTERIAL	STATE	35	0.54	TWLT, Raised	11	Sidewalk	100	5	3	Grass	Sidewalk	100	5	3	Grass	Bike Lane	100	4	None	Yes	Bus	Posted Sign	60.00	14.00
BOYNTON BCH BLVD (SR 804)	INTERSTATE 95	SW 8TH ST	PRINCIPAL ARTERIAL	STATE	35	0.40	Raised, Left Turn Lanes	18	Sidewalk	100	4	0	None	Sidewalk	100	4	0	None	Bike Lane	50.00	4.00	None	No	Bus	Posted Sign	60.00	14.00
BOYNTON BCH BLVD (SR 804)	SW 8TH ST	CONGRESS AVE	PRINCIPAL ARTERIAL	STATE	40	0.69	Raised, Left Turn Lanes	17	Sidewalk	100	8, 5	4, 0	Grass, None	Sidewalk	100	4	0	None	Bike Lane	100	5	None	Yes	Bus	Posted Sign, Covered	60.00	14.00
BOYNTON BCH BLVD (SR 804)	CONGRESS AVE	WINCHESTER PARK BLVD	PRINCIPAL ARTERIAL	STATE	40	0.19	Raised, Left Turn Lanes	21	Sidewalk	100	6	0	None	Sidewalk	100	6	0	None	-	-	-	-	-	Bus	Posted Sign, Covered	60.00	14.00
BOYNTON BCH BLVD (SR 804)	WINCHESTER PARK BLVD	KNUTH RD	PRINCIPAL ARTERIAL	STATE	45	0.30	Raised, Left Turn Lanes	16	Sidewalk	100	6	0	None	Sidewalk	100	6	0	None	Bike Lane	100	5	None	Yes	Bus	Posted Sign, Covered	60.00	14.00
CAMPANELLIE BLVD	SW 18TH STREET	SW 23RD AVENUE	MINOR COLLECTOR	CITY	25	0.30	Undivided	-	Sidewalk	100	5	15	Landscape	Sidewalk	100	5	15	Landscape	-	-	-	-	-	-	-	-	-
CONGRESS AVE	HYPOLUXO RD	MINER RD	PRINCIPAL ARTERIAL	COUNTY	45	1.04	Raised, Left Turn Lanes	21	Sidewalk	100	8	5	Grass	Sidewalk	100	6	0	None	Bike Lane	100	5	None	Yes	Bus	Posted Sign, Covered	30.00	17.00
CONGRESS AVE	MINER RD	GATEWAY BLVD	PRINCIPAL ARTERIAL	COUNTY	45	0.73	Raised, Left Turn Lanes	21	Sidewalk	100	8	5	Grass	Sidewalk	100	5	3	Grass	Bike Lane	100	4	None	Yes	Bus	Posted Sign, Covered	30.00	17.00
CONGRESS AVE	GATEWAY BLVD	OLD BOYNTON RD	PRINCIPAL ARTERIAL	COUNTY	45	1.02	Raised, Left Turn Lanes	21	Sidewalk	100	8	5	Grass	Sidewalk	100	5	3	Grass	Bike Lane	100	5	None	Yes	Bus	Posted Sign, Covered	30.00	17.00
CONGRESS AVE	OLD BOYNTON RD	BOYNTON BCH BLVD (SR 804)	PRINCIPAL ARTERIAL	COUNTY	45	0.28	Raised, Left Turn Lanes	21	Sidewalk	100	8	5	Grass	Sidewalk	100	6	0	None	Bike Lane	53	5	None	Yes	Bus	Posted Sign, Covered	30.00	17.00
CONGRESS AVE	BOYNTON BCH BLVD (SR 804)	WOOLBRIGHT RD	PRINCIPAL ARTERIAL	COUNTY	45	1.00	Raised, Left Turn Lanes	21	Sidewalk	100	6	0	None	Sidewalk	100	5	3	Grass	-	-	-	-	-	Bus	Posted Sign, Covered	30.00	17.00
CONGRESS AVE	WOOLBRIGHT RD	SW 23 AVE / GOLF RD	PRINCIPAL ARTERIAL	COUNTY	45	0.45	Raised, Left Turn Lanes	21	Sidewalk	100	8	4	Grass	Sidewalk	100	5	3	Grass	Bike Lane	100	4	None	Yes	Bus	Posted Sign, Covered	30.00	17.00
CONGRESS AVE	SW 23 AVE / GOLF RD	SUMMIT DR	PRINCIPAL ARTERIAL	COUNTY	45	1.38	Raised, Left Turn Lanes	21	Sidewalk	100	8	3, 0	Grass, None	Sidewalk	100	6	0	None	Bike Lane	100	4	None	Yes	Bus	Posted Sign, Covered	30.00	17.00
FEDERAL HWY (US 1)	HYPOLUXO RD	MINER RD	MINOR ARTERIAL	STATE	40	1.00	Raised, Left Turn Lanes	16	Sidewalk	100	7	0	None	-	-	-	-	-	Buffered Bike Lane	100	6	Buffer	Yes	Bus	Posted Sign	20.00	17.00
FEDERAL HWY (US 1)	MINER RD	GATEWAY BLVD	MINOR ARTERIAL	STATE	40	0.59	Raised, Left Turn Lanes	16	Sidewalk	100	7	0	None	-	-	-	-	-	Buffered Bike Lane	100	6	Buffer	Yes	Bus	Posted Sign	20.00	17.00
FEDERAL HWY (US 1)	GATEWAY BLVD	MLK JR BLVD (NE 10TH AVE)	MINOR ARTERIAL	STATE	35	0.91	Raised, Left Turn Lanes	20	Sidewalk	100	7	0	None	Sidewalk	40	4	4	On-Street Parking	Buffered Bike Lane	100	6	Buffer	Yes	Bus	Posted Sign	20.00	17.00
FEDERAL HWY (US 1)	MLK JR BLVD (NE 10TH AVE)	BOYNTON BCH BLVD (SR 804)	MINOR ARTERIAL	STATE	35	0.50	Raised, Left Turn Lanes	20	Sidewalk	100	4	4	Grass, On-Street Parking	Sidewalk	100	4	4	Grass, On-Street Parking	Green Bike Lane	100	5	None	Yes	Bus	Posted Sign	20.00	17.00
FEDERAL HWY (US 1)	BOYNTON BCH BLVD (SR 804)	OCEAN AVE	MINOR ARTERIAL	STATE	35	0.12	Raised, Left Turn Lanes	28	Sidewalk	100	8	0	None	Sidewalk	100	8	0	None	Bike Lane	100	6	None	Yes	Bus	Posted Sign, Covered	20.00	17.00
FEDERAL HWY (US 1)	OCEAN AVE	WOOLBRIGHT RD	MINOR ARTERIAL	STATE	35	0.87	Raised, Left Turn Lanes	26	Sidewalk	100	8	0	None	Sidewalk	100	8	0	None	Bike Lane	100	6	None	Yes	Bus	Posted Sign	20.00	17.00
FEDERAL HWY (US 1)	WOOLBRIGHT RD	SE 23RD AVE	MINOR ARTERIAL	STATE	35	0.49	Raised, Left Turn Lanes	26	Sidewalk	100	8	0	None	Sidewalk	100	8	0	None	Bike Lane	100	6	None	Yes	Bus	Posted Sign	20.00	17.00
FEDERAL HWY (US 1)	SE 23RD AVE	OLD DIXIE HWY	MINOR ARTERIAL	STATE	35	0.45	Raised, Left Turn Lanes	26	Sidewalk	100	8	0	None	Sidewalk	100	8	0	None	Bike Lane	100	6	None	Yes	Bus	Posted Sign, Covered	20.00	17.00
FEDERAL HWY (US 1)	OLD DIXIE HWY	GULFSTREAM BLVD	MINOR ARTERIAL	STATE	40	0.68	Raised, Left Turn Lanes	26	Sidewalk	100	8	0	None	Sidewalk	100	8	0	None	Bike Lane	100	6	None	Yes	Bus	Posted Sign, Covered	20.00	17.00
GATEWAY BLVD	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR ARTERIAL	CITY	30	0.72	TWLT	11	Sidewalk	100	6	10, 0	Landscape, None	Sidewalk	100	6	10, 0	Landscape, None	Bike Lane	93	5	None	Yes	Bus	Posted Sign	60	14.00
GATEWAY BLVD	SEACREST BLVD	INTERSTATE 95	MINOR ARTERIAL	CITY	35	0.17	Raised	8	Sidewalk	100	7	0	None	Sidewalk	100	7	0	None	-	-	-	-	-	Bus	Posted Sign	60	14.00
GATEWAY BLVD	INTERSTATE 95	HIGH RIDGE RD	MINOR ARTERIAL	CITY	45	0.18	Raised	20	Sidewalk	100	7	0	None	Sidewalk	100	7	0	None	-	-	-	-	-	-	-	-	-
GATEWAY BLVD	HIGH RIDGE RD	QUANTUM BLVD	MINOR ARTERIAL	CITY	45	0.56	Raised, Left Turn Lanes	20	Sidewalk	100	6	0	None	Shared-Use Path	100	8	0, 30	None, Landscape	Bike Lane	67	4	None	Yes	Bus	Posted Sign	60.00	14.00
GATEWAY BLVD	QUANTUM BLVD	CONGRESS AVE	MINOR ARTERIAL	CITY	45	0.63	Raised, Left Turn Lanes	20	Sidewalk	100	6	0	None	Shared-Use Path	100	5, 8	0, 30	None, Landscape	Bike Lane	100	4	None	Yes	Bus	Posted Sign	60.00	14.00
GULFSTREAM BLVD	FEDERAL HWY (US 1)	OLD DIXIE HWY	MAJOR COLLECTOR	CITY	30	0.13	Left Turn Lanes	11	Sidewalk	100	6	0	None	Sidewalk	100	4	20	Landscape	-	-	-	-	-	-	-	-	-
GULFSTREAM BLVD	OLD DIXIE HWY	SEACREST BLVD	MAJOR COLLECTOR	CITY	30	0.37	Raised	12	Sidewalk	100	5	3	Grass	Sidewalk	100	5	3	Grass	Paved Shoulder	100	6	None	Yes	-	-	-	-
HIGH RIDGE RD	HYPOLUXO RD	MINER RD	MAJOR COLLECTOR	COUNTY	30	1.00	Undivided	-	Sidewalk	100	6	3	Grass	Sidewalk	30	7	0	None	-	-	-	-	-	-	-	-	-
HIGH RIDGE RD	MINER RD	NW 25TH AVE	MAJOR COLLECTOR	CITY	30	0.28	Undivided	-	Sidewalk	100	6	15	Landscape	Sidewalk	100	5	15	Landscape	-	-	-	-	-	-	-	-	-
HIGH RIDGE RD	NW 25TH AVE	GATEWAY BLVD	MAJOR COLLECTOR	CITY	30	0.28	Raised, Left Turn Lanes	18	Sidewalk	100	6	15	Landscape	Sidewalk	100	5	15	Landscape	-	-	-	-	-	-	-	-	-
HIGH RIDGE RD	GATEWAY BLVD	PARK RIDGE BLVD	MINOR COLLECTOR	CITY	30	0.63	Raised, Left Turn Lanes	18	Sidewalk	16	6	0	None	Sidewalk	100	6	8	Landscape	-	-	-	-	-	-	-	-	-
HYPOLUXO ROAD	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR ARTERIAL	COUNTY	40	0.78	TWLT	11	Sidewalk	100	8	0	None	Sidewalk	100	5	3	Grass	-	-	-	-	-	Bus	Posted Sign	60.00	14.00
HYPOLUXO ROAD	SEACREST BLVD	INTERSTATE 95	MINOR ARTERIAL	COUNTY	40	0.26	Raised, Left Turn Lanes	18	Sidewalk	100	6	0	None	Sidewalk	100	6	0	None	-	-	-	-	-	-	-	-	-
HYPOLUXO ROAD	INTERSTATE 95	CONGRESS AVE	MINOR ARTERIAL	COUNTY	45	1.20	Raised, Left Turn Lanes	22	Sidewalk	100	4	2	Grass	Sidewalk	9	6	0	None	-	-	-	-	-	-	-	-	-
INTERSTATE 95	HYPOLUXO RD	GATEWAY BLVD	PRINCIPAL ARTERIAL-LA	STATE	65	1.52	Barrier	30	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
INTERSTATE 95	GATEWAY BLVD	BOYNTON BCH BLVD (SR 804)	PRINCIPAL ARTERIAL-LA	STATE	65	1.51	Barrier	30	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
INTERSTATE 95	BOYNTON BCH BLVD (SR 804)	WOOLBRIGHT RD	PRINCIPAL ARTERIAL-LA	STATE	65	0.99	Barrier	30	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
INTERSTATE 95	WOOLBRIGHT RD	WEST ATLANTIC AVE (SR 806)	PRINCIPAL ARTERIAL-LA	STATE	65	3.84	Barrier	30	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
MINER RD	FEDERAL HWY (US 1)	SEACREST BLVD	MAJOR COLLECTOR	COUNTY	30	0.75	Undivided	-	Sidewalk	100	5	5	None	Sidewalk	100	5	5	None	-	-	-	-	-	-	-	-	-
MINER RD	HIGH RIDGE RD	CONGRESS AVE	MAJOR COLLECTOR	COUNTY	45	0.95	Undivided	-	Shared-Use Path	29	8	0	None	Shared-Use Path	71	8	20	Landscape	Paved Shoulder	100	5	None	Yes	-	-	-	-
MLK JR BLVD (NE 10TH AVE)	FEDERAL HWY (US 1)	SEACREST BLVD	MAJOR COLLECTOR	CITY	25	0.41	Undivided	-	Sidewalk	100	6	8	On-Street Parking	Sidewalk	100	6	8	On-Street Parking	-	-	-	-	-	-	-	-	-
MLK JR BLVD (NW 10TH AVE)	SEACREST BLVD	NW 5TH AVE	MINOR COLLECTOR	CITY	25	0.50	Undivided	-	Sidewalk	100	6	0	None	Sidewalk	100	6	0	None	-	-	-	-	-	-	-	-	-
N OCEAN BLVD (A1A)	WOOLBRIGHT RD	GOLFVIEW DR	MAJOR COLLECTOR	STATE	35	1.61	Undivided	-	Sidewalk	6	5	4	Grass	Sidewalk	21	5	4	Grass	-	-	-	-	-	-	-	-	-
NE 6TH AVE	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR COLLECTOR	CITY	25	0.36	Undivided	-	Sidewalk	33	4	4	Grass	Sidewalk	48	4	4	Grass	-	-	-	-	-	-	-	-	-
NW 6TH AVE	SEACREST BLVD	NW 5TH STREET	MINOR COLLECTOR	CITY	25	0.40	Undivided	-	Sidewalk	12	4	8	Landscape	Sidewalk	2	4	8	Landscape	-	-	-	-	-	-	-	-	-
NE 15TH AVE	FEDERAL HWY (US 1)	SEACREST BLVD (VIA NE 16th AVENUE)	MINOR COLLECTOR	CITY	25	0.61	Undivided	-	Sidewalk	55	4	10	Landscape	Sidewalk	78	4	10	Landscape	-	-	-	-	-	-	-	-	-
OCEAN AVE	HWY A1A	FEDERAL HWY (US 1)	MINOR ARTERIAL	STATE	30	0.60	Undivided, TWLT, Raised	0, 11, 14	Sidewalk	100	6	8	On-Street Parking, Barrier	Sidewalk	100	6	8	On-Street Parking, Barrier	Bike Lane	100	5	None	Yes	-	-	-	-
OCEAN AVE	FEDERAL HWY (US 1)	SEACREST BLVD	MAJOR COLLECTOR	CITY	25	0.37	Undivided	-	Sidewalk	100	8	0, 8	None, On-Street Parking	Sidewalk	100	8	0, 8	None, On-Street Parking	-	-	-	-	-	-	-	-	-
OCEAN AVE	SEACREST BLVD	SW 4TH STREET	MINOR COLLECTOR	CITY	25	0.47	Undivided	-	Sidewalk	100	5	18	Landscape + On-Street Parking	Sidewalk	100	5	18	Landscape + On-Street Parking	-	-	-	-	-	-	-	-	-
OCEAN DR	SW 6TH STREET	SW 8TH STREET	MINOR COLLECTOR	CITY	25	0.34	Undivided	-	Sidewalk	100	4	15	Landscape	Sidewalk	89	4	15	Landscape	-	-	-	-	-	-	-	-	-
OCEAN DR	SW 8TH STREET	CONGRESS AVE	MINOR COLLECTOR	CITY	25	0.69	Undivided	-	Sidewalk	100	5	20	Landscape	Sidewalk	100	5	20	Landscape	-	-	-	-	-	-	-	-	-
OLD BOYNTON RD	BOYNTON BCH BLVD (SR 804)	RENAISSANCE COMMONS BLVD	MAJOR COLLECTOR	COUNTY	30	0.57	TWLT	11	Sidewalk	100	6	0	None	Sidewalk	100	6	0	None	Bike Lane	100	5	None	Yes	-	-	-	-
OLD BOYNTON RD	RENAISSANCE COMMONS BLVD	CONGRESS AVE	MAJOR COLLECTOR	COUNTY	40	0.23	TWLT	11	Sidewalk	100	6	0	None	Sidewalk	100	6	0	None	Bike Lane	100	5	None	Yes	-	-	-	-
OLD BOYNTON RD	CONGRESS AVE	WINCHESTER PARK BLVD	MAJOR COLLECTOR	COUNTY	40	0.17	Left Turn Lanes	11	Shared-Use Path	100	8	0	None	Sidewalk	100	5	3	Grass	Bike Lane	100	5	None	Yes	-	-	-	-
OLD BOYNTON RD	WINCHESTER PARK BLVD	KNUTH RD	MAJOR COLLECTOR	COUNTY	40	0.31	TWLT	11	Shared-Use Path	100	8	0	None	Sidewalk	100	5	3	Grass	Bike Lane	100	5	None	Yes	-	-	-	-
OLD DIXIE HWY	FEDERAL HWY (US 1)	GULSTREAM BLVD	MINOR COLLECTOR	CITY	30	0.78	Undivided	-	Sidewalk	61	5	15	Landscape	Sidewalk	10	5	15	Landscape	-	-	-	-	-	-	-	-	-
PARK RIDGE BLVD	HIGH RIDGE RD	ALPHA DR	MINOR COLLECTOR	CITY	30	0.40	Raised, Left Turn Lanes	16	Sidewalk	100	6	8	Landscape	-	-	-	-	-	-	-	-	-	-	-	-	-	-
QUANTUM BLVD	GATEWAY BLVD	CONGRESS AVE	MINOR COLLECTOR	CITY	30	1.20	aised, Left Turn Lanes, Undivide	19	Sidewalk	23	5	6	Landscape	Shared-Use Path	100	8	8	Landscape	-	-	-	-	-	-	-	-	-
RENAISSANCE COMMONS BLVD	GATEWAY BLVD	OLD BOYNTON RD	MINOR COLLECTOR	CITY	30	1.10	Raised, Left Turn Lanes	19	Sidewalk	100	5	5, 0	Grass, None	Sidewalk	100	5	5, 0	Grass, None	Bike Lane	45	5	None	Yes	-	-	-	-

APPENDIX Z: BOYNTON BEACH MULTIMODAL CHARACTERISTICS INVENTORY

Limits, Classification, & Ownership					Charateristics		Median		Multimodal Off-Street (North or East)					Multimodal Off-Street (South or West)					Multimodal On-Street					Transit			
Street Name	From Street	To Street	Functional Classification	Maintaining Entity	Speed Limit	Length (Miles)	Type	Width (feet)	Facility Type	% Coverage	Width (feet)	Buffer Width (feet)	Physical Barrier	Facility Type	% Coverage	Width (feet)	Buffer Width (feet)	Physical Barrier	Facility Type	% Coverage	Width (feet)	Type of Separation	Both Sides of ROW (Yes or No)	Type	Type of Stops	Frequency of Service (Minutes)	Span of Service (Hours)
SE 1ST STREET	BOYNTON BEACH BLVD	WOOLBRIGHT RD	MINOR COLLECTOR	CITY	25	1.00	Undivided	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SE 4TH STREET	BOYNTON BEACH BLVD	SE 12TH AVENUE	MAJOR COLLECTOR	CITY	25	0.80	Undivided, Raised	6	Sidewalk	100	6	9	On-Street Parking	Sidewalk	78	6	9	On-Street Parking	-	-	-	-	-	-	-	-	-
SE 5TH AVENUE	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR COLLECTOR	CITY	25	0.37	Undivided	-	Sidewalk	21	4	18	Landscape	Sidewalk	21	4	18	Landscape	-	-	-	-	-	-	-	-	-
SE 12TH AVENUE	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR COLLECTOR	CITY	25	0.31	Undivided	-	Sidewalk	96	5	5, 15	Grass, landscape	Sidewalk	80	5	5, 15	Grass, Landscape	-	-	-	-	-	-	-	-	-
SE 23RD AVENUE	FEDERAL HWY (US 1)	SEACREST BLVD	MAJOR COLLECTOR	COUNTY	30	0.42	Undivided	-	Sidewalk	100	5	10	Landscape	Sidewalk	93	5	10	Landscape	-	-	-	-	-	-	-	-	-
SW 23RD AVENUE	SEACREST BLVD	INTERSTATE 95	MAJOR COLLECTOR	COUNTY	35	0.50	TWLT	11	Sidewalk	100	5	3	Grass	Sidewalk	66	5	3	Grass	-	-	-	-	-	-	-	-	-
SW 23RD AVENUE	INTERSTATE 95	CONGRESS AVE	MAJOR COLLECTOR	COUNTY	35	0.98	Undivided	-	Sidewalk	100	6	15	Landscape	Sidewalk	85	4	25	Landscape	-	-	-	-	-	-	-	-	-
SEACREST BLVD	HYPOLUXO RD	MENTONE RD	MAJOR COLLECTOR	COUNTY	40	0.50	TWLT	11	Sidewalk	100	8	0	None	Sidewalk	100	4	0	None	-	-	-	-	-	Bus	Posted Sign	60.00	14.00
SEACREST BLVD	MENTONE RD	GATEWAY BLVD	MAJOR COLLECTOR	COUNTY	35	1.00	TWLT	11	Sidewalk	100	8	0	None	Sidewalk	100	4	0	None	-	-	-	-	-	Bus	Posted Sign	60.00	14.00
SEACREST BLVD	GATEWAY BLVD	MLK JR BLVD (NE 10TH AVE)	MAJOR COLLECTOR	COUNTY	35	1.05	TWLT	11	Sidewalk	100	8	0	None	Sidewalk	100	4	0	None	-	-	-	-	-	Bus	Posted Sign	60.00	14.00
SEACREST BLVD	MLK JR BLVD (NE 10TH AVE)	BOYNTON BCH BLVD (SR 804)	MAJOR COLLECTOR	COUNTY	35	0.50	TWLT	11	Sidewalk	100	5	3	Other	Sidewalk	100	5	3	Other	-	-	-	-	-	Bus	Posted Sign	60.00	14.00
SEACREST BLVD	BOYNTON BCH BLVD (SR 804)	WOOLBRIGHT RD	MAJOR COLLECTOR	COUNTY	40	1.00	Undivided, TWLT	11	Sidewalk	100	5	3, 10	Grass, Landscape	Sidewalk	100	5	3, 10	Grass, Landscape	-	-	-	-	-	Bus	Posted Sign	60.00	14.00
SEACREST BLVD	WOOLBRIGHT RD	SE 23RD AVE	MAJOR COLLECTOR	COUNTY	40	0.53	Undivided	-	Sidewalk	100	5	3, 10	Grass, Landscape	Sidewalk	100	6	3, 10	Grass, Landscape	-	-	-	-	-	Bus	Posted Sign	60.00	14.00
SEACREST BLVD	SE 23RD AVE	GULFSTREAM BLVD	MAJOR COLLECTOR	COUNTY	40	1.17	Undivided, TWLT	11	Sidewalk	100	5	3, 10	Grass, Landscape	Sidewalk	100	6	3, 10	Grass, Landscape	-	-	-	-	-	Bus	Posted Sign	60.00	14.00
SW 8TH STREET	BOYNTON BCH BLVD (SR 804)	OCEAN DR	MAJOR COLLECTOR	CITY	25	0.28	Undivided	-	Sidewalk	92	5	10	Landscape	Sidewalk	100	5	0, 10	None, Landscape	-	-	-	-	-	-	-	-	-
SW 8TH STREET	OCEAN DR	NEWLAKE DRIVE	MAJOR COLLECTOR	CITY	30	0.37	Undivided	-	Shared-Use Path	100	8	10	Landscape	Sidewalk	100	5	10	Landscape	-	-	-	-	-	-	-	-	-
SW 8TH STREET	NEWLAKE DRIVE	WOOLBRIGHT RD	MAJOR COLLECTOR	CITY	30	0.37	Raised, Left Turn Lanes	22	Sidewalk	100	5	8	Landscape	Sidewalk	100	5	0, 10	None, Landscape	-	-	-	-	-	-	-	-	-
SW 11TH STREET	SW 23RD AVENUE	SW 28TH AVENUE	MINOR COLLECTOR	CITY	25	0.47	Undivided	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SW 18TH STREET	OCEAN DR	WOOLBRIGHT RD	MINOR COLLECTOR	CITY	25	0.84	Undivided	-	Sidewalk	100	5	13	Landscape	Sidewalk	100	5	13	Landscape	-	-	-	-	-	-	-	-	-
SW 18TH STREET	WOOLBRIGHT RD	SW 23RD AVENUE	MINOR COLLECTOR	CITY	25	0.56	Undivided	-	Sidewalk	100	5	13	Landscape	Sidewalk	100	5	13	Landscape	-	-	-	-	-	-	-	-	-
SW 22ND STREET	SW CONGRESS BLVD	WOOLBRIGHT RD	MINOR COLLECTOR	CITY	25	0.26	Undivided	-	Sidewalk	100	5	13	Landscape	Sidewalk	100	5	13	Landscape	-	-	-	-	-	-	-	-	-
SW 22ND STREET	WOOLBRIGHT RD	SW 19TH AVENUE	MINOR COLLECTOR	CITY	25	0.18	Undivided	-	Sidewalk	100	5	13	Landscape	Sidewalk	100	5	13	Landscape	-	-	-	-	-	-	-	-	-
SW 27TH AVENUE	SW 11TH STREET	CONGRESS AVE	MINOR COLLECTOR	CITY	25	0.46	Undivided, Swale	11	Sidewalk	17	5	7	Landscape	Sidewalk	21	5	7	Landscape	-	-	-	-	-	-	-	-	-
SW CONGRESS BLVD	SW 18TH STREET	CONGRESS AVE	MINOR COLLECTOR	CITY	25	0.45	Undivided	-	Sidewalk	100	5	13	Landscape	Sidewalk	100	5	13	Landscape	-	-	-	-	-	-	-	-	-
WINCHESTER PARK BLVD	OLD BOYNTON RD	BOYNTON BCH BLVD (SR 804)	MAJOR COLLECTOR	CITY	25	0.29	Raised, Left Turn Lanes	20	Sidewalk	100	5	13	Landscape	Sidewalk	100	5	13	Landscape	-	-	-	-	-	Bus	Posted Sign, Covered	60.00	14.00
WOOLBRIGHT RD	OCEAN BLVD (SR A1A)	FEDERAL HWY (US 1)	PRINCIPAL ARTERIAL	COUNTY	30	0.39	Undivided	-	Sidewalk	15	5	16	Landscape	Sidewalk	100	5	12, 0	Landscape, None	-	-	-	-	-	-	-	-	-
WOOLBRIGHT RD	FEDERAL HWY (US 1)	SEACREST BLVD	PRINCIPAL ARTERIAL	COUNTY	35	0.30	Raised, Left Turn Lanes	18	Sidewalk	100	5	3	Grass	Sidewalk	100	5	3	Grass	-	-	-	-	-	-	-	-	-
WOOLBRIGHT RD	SEACREST BLVD	INTERSTATE 95	PRINCIPAL ARTERIAL	COUNTY	40	0.52	TWLT	11	Sidewalk	100	5	3, 0	Grass, None	Sidewalk	100	5	3, 0	Grass, None	-	-	-	-	-	-	-	-	-
WOOLBRIGHT RD	INTERSTATE 95	SW 8TH STREET	PRINCIPAL ARTERIAL	COUNTY	40	0.31	Raised, Left Turn Lanes	20	Sidewalk	100	6	0	None, Barrier	Sidewalk	100	6	4	Grass, Barrier	Bike Lane	100	5	None	No	-	-	-	-
WOOLBRIGHT RD	SW 8TH STREET	CONGRESS AVE	PRINCIPAL ARTERIAL	COUNTY	40	0.81	Raised, Left Turn Lanes	21	Sidewalk	100	6	3	Grass	Sidewalk	100	6	3	Grass	Bike Lane	100	5	None	Yes	-	-	-	-

Source: Functional Classification and Maintenance provided by City. Speed limit, length, and multimodal facility data collected and prepared by NUE Urban Concepts, LLC. Transit data from Palm Tran.

This is the Last Page in the
City of Boynton Beach

Mobility Fee
Technical Report

January 2025

Prepared By:

NUE URBAN CONCEPTS

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CITY OF BOYNTON BEACH



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November 3rd, 2024

Amanda Radigan, AICP, LEED AP
City of Boynton Beach
Planning & Development Department
100 E. Ocean Avenue
Boynton Beach, FL 33435

Re: House Bill 479 Overview

The Florida Legislature recently adopted House Bill 479 that amended Florida Statute Sections 163.3180 related to Concurrency and 163.31801 related to Impact Fees. The concurrency amendments specifically addressed alternative transportation systems such as mobility fees. House Bill 479 was passed by a unanimous vote of the House of Representatives and a 39 to 1 vote by the Senate. The Governor signed HB 479 into law on June 25th, 2024. The effective date of HB 479 is October 1st, 2024.

The amendments to Florida Statute Section 163.3180 explicitly allow any local government to adopt an alternative transportation system to replace transportation concurrency. A mobility fee, based on an adopted mobility plan, is the primary alternative transportation system identified in the amended sections of 163.3180. There are no exemptions for this allowance for any Charter County.

The amendments to Florida Statute Section 163.31801 establish a time frame of one year for adoption of an impact fee study after an analysis has commenced and establishes that alternative transportation system honor existing impact fee credit. The processes and procedures established for impact fees under Florida Statute Section 163.31801, such as basing fees on the most recent and localized data, time frames for adoption of studies, and extraordinary circumstances, also apply to alternative transportation systems per Florida Statute Section 163.3180.

The most significant component of HB 479 is to explicitly state that **only one fee** to mitigate transportation impact maybe collected. Further, the entity **responsible for collection of that fee** is the **local government who issues building permits**. The exception is if a local government agrees through an interlocal agreement to allow the County to be the entity to collect the mitigation fee. This is a substantial clarification in Florida Statute and applies to all local governments, including all Charter Counties.

There are two exemptions for certain provisions of HB 479. Miami Dade County and Hillsborough County are the only two Charter Counites that are exempt from certain provisions of HB 479. Any municipality and county that has an interlocal agreement that jointly coordinates the mitigation of transportation impact prior to October 1st, 2024, would also be exempt from HB 479 until such time as the interlocal agreement expires or is terminated by either a municipality or a county.

HB 479 does require that municipalities and counties, through an interlocal agreement, coordinate the mitigation of transportation impacts through a mobility plan adopted into the Comprehensive Plan. The primary intent of HB 479 is to address the double charging of development that occurs when a municipality adopts a transportation impact fee or mobility fee, and a county also requires that municipality to collect a transportation impact fee or mobility fee on behalf of the county.

Boynton Beach does not currently collect a mobility fee or transportation impact fee. It does collect Palm Beach County's transportation impact fee. Under HB 479, the City may adopt its own mobility fee for all or a portion of the City and negotiate with the County on any transportation mitigation and sharing of the City's mobility fee.

The amendments in HB 479 stipulate that an interlocal agreement between a county and a municipality shall at a minimum ensure that:

(1) Development is not charged twice for the same impact;

(2) The alternative transportation system fee is plan based (i.e., mobility plan);

(3) The local government issuing the building permit is the entity responsible for collection of a fee assessed under an alternative transportation system; and

(4) The alternative transportation system methodology shall establish a system for assigning mitigation between the county and municipality.

The amendments in HB 479 further stipulate that if a local government does not adopt an interlocal agreement by October 1st, 2025, then the alternative transportation fee assignment between a county and a municipality shall:

(1) Either be based on a developer traffic study, or the mobility plan adopted by the county or municipality; and

(2) If an interlocal is not entered into between the county and a municipality, the developer is entitled to receive a 10% discount on the assessed alternative transportation mitigation; and

(3) Upon completion of the study or plan, the county or city must distribute funds collected to the other entity within 60 days from the date of collection.

The provision for a developer study and a 10% reduction are not required for counties and municipalities that already have an interlocal agreement that complies with HB 479; unless either a county or municipality elects to terminate the interlocal agreement. Once the agreement is terminated, then the county and municipality are both bound to the coordination requirements for an interlocal agreement and that the apportionment of funds between the county and municipality is subject to either a developer traffic study or the adopted local government mobility plan after October 1st, 2025.

The City of DeBary and Palm Beach County currently have an interlocal agreement that stipulates the City will collect the County's transportation impact fee. Upon adoption of a City mobility fee, the City may notify the County that it intends to no longer collect the County's transportation impact fee and may enter into an updated interlocal agreement with the County to address impacts on County Roads.

The City's Mobility Plan update and its draft Mobility Fee address impact to City, County, and State Roads. The share of Mobility Plan projects on County Roads is roughly 5% of the overall City Mobility Plan. The implementing ordinance will stipulate that the update of the Mobility Plan and Mobility Fee should start no later than four years from the date of adoption and be adopted within five years from the last update. Thus, the share of County projects may change in the future as part of updates to the Plan and Fee.

Should the City elect to move forward with its Mobility Fee, it should send notice to the County that they will no longer require development to pay the County's transportation impact fee. All transportation related mitigation fees would be paid to the City within the limits of the mobility plan and fee study area. Outside of the study area, the City would still collect the County fee and implement transportation concurrency until such time as the City elects to develop and adopt a Citywide Mobility Plan and Fee.

The City would provide the County with a new interlocal agreement to reflect HB 479. Note, the City of Palm Beach Gardens has already notified the County that is would no longer collect the County's transportation impact fee or implement transportation concurrency within the areas of the City east of the Beeline Highway where that City has adopted a Mobility Plan and Mobility Fee. NUE Urban Concepts is assisting the City with development of a Citywide Mobility Plan and Mobility Fee.

The City of West Palm Beach has provided notice to the County that it no longer intends to collect the County's transportation impact fee. The City has indicated that they intend to develop a City Mobility Plan and Mobility Fee. It is recommended that the City's legal counsel reach out to the legal counsel for Palm Beach Gardens and West Palm Beach prior to taking any formal action.

Once the City determines if it wants to move forward with an update of its Mobility Plan and adoption of a Mobility Fee, it should formally notify the County that it intends to adopt a Mobility Plan and Mobility Fee within the Mobility Study Area, and that the City intends to only collect its Mobility Fee. The notice should also state that the City will work in a cooperative manner to advance the Mobility Plan projects on County Roads within the City and provide a share of funding equivalent to the share of cost the projects represent in comparison to all of the projects identified in the City's Mobility Plan.

If the City were to move forward with a Mobility Plan and Mobility Fee for the remainder of the City, there would be a need for additional travel demand modeling, origin and destination analysis, and updated traffic counts on City, County, and State Roads. The ITE Trip Generation Manual is also being updated in summer of 2025. The City, as part of the mobility plan and mobility fee, may want to consider collecting city specific trip generation rates or time any update to coincide with new trip generation rates. It should be noted that the majority of major roads west of the Mobility Study Area are County Roads and that a larger share of collected Mobility Fees would likely need to be allocated to the County.

Upon review of the updated Mobility Plan and proposed Mobility Fee, should the City elect to move forward, it would need to develop an implementing ordinance for the Mobility Plan and Mobility Fee. The City's Comprehensive Plan will need to be amended to reflect the Mobility Plan and Mobility Fee.

The City would need to send notice to the County of its intent related to the Mobility Plan and Mobility Fee. The City would also want to start discussions with the County on development of a new interlocal agreement related to the Mobility Fee and the share to be set aside for the funding of County projects identified in the Mobility Plan.

NUE Urban Concepts has assisted the Cities of Longwood and Oviedo develop a mobility plan and mobility fee to replace Seminole County's mobility fee. In 2023, Indiantown and Martin County agreed to a 70% Village and a 30% County mobility fee, and the County agreed to spend the 30% in the Village on County Roads based on the mobility plan and mobility fee developed by NUE Urban Concepts. Altamonte Springs and Port St. Lucie are having NUE Urban update the mobility plans and fees, both of the adopted versions were developed by NUE Urban, to update their interlocal agreements with their respective Counties. The Village of Palm Springs and the City of Palm Beach Gardens have engaged NUE Urban to develop or update their plans and fees to implement HB 479.

The adoption of HB 479 provides the City with the opportunity to adopt a Mobility Fee, based on an updated Mobility Plan, within the Mobility Study Area. The City would determine how, where, and when Mobility Fee are expended within the City. Development within the City has contributed substantial transportation impact fees to the County over the last 20 plus years with few improvements constructed within the City relative to the amount of fees paid by new development. Adoption of a Mobility Fee would provide the City with the opportunity to ensure fees paid by new development are expended with the City to the benefit of City residents and businesses that paid the Mobility Fee.

Sincerely,



Jonatan B. Paul, AICP Principal
NUE Urban Concepts, LLC