The City of

Boynton Beach

City Commission Agenda

Tuesday, December 1, 2026, 6:00 PM

City Hall Commission Chambers
100 E. Ocean Avenue

Boynton Beach City Commission

Rebecca Shelton, Mayor (At Large)
Thomas Turkin, Vice Mayor (District III)
Angela Cruz, Commissioner (District I)
Mack McCray, Commissioner (District II)
Aimee Kelley, Commissioner (District IV)

Daniel Dugger, City Manager
Shawna Lamb, City Attorney
Tammy Stanzione, 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 the City Clerk's Office at cityclerk@bbfl.us or (561) 742-6060.

1. **Openings**

   A. Call to Order - Mayor Rebecca Shelton
   Roll Call.

   Invocation by Commissioner McCray.

   Pledge of Allegiance to the Flag, led by Vice Mayor Turkin.

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

2. **Other - Informational Items from the Commission**

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

   A. Announcement of the 55th Annual Holiday Tree Lighting and the Holiday Boat Parade
   Celebrate the holidays in Boynton Beach with two free, family-friendly events.

   The 55th Annual Holiday Tree Lighting with parade performances takes place Saturday, December 5, from 4 p.m. to 10 p.m. at Centennial Park & Amphitheater, 120 E. Ocean Avenue. The "Storybook Whimsy" theme features the tree lighting, a drone show, live entertainment, children's activities, and holiday market and food vendors. Shuttle service will be available.

   The Holiday Boat Parade takes place Friday, December 11, from 6 p.m. to 9 p.m. Decorated boats will travel the Intracoastal Waterway from Lantana toward Delray Beach. Boynton Harbor Marina, 735 Casa Loma Boulevard, is the official watch location, with music, children's activities, a visit from Santa, and food and beverages for purchase. Guests are encouraged to bring a new, unwrapped toy for Toys for Tots.

   Parking, shuttle, road closure and bridge delay details are available on the City's website.

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. 2027 City Commission Calendar of Meetings.
   Approve City Commission and Agenda Review Workshop meeting dates for 2027.

B. Advisory Board Appointments. (Tabled at the November 17, 2026 City Commission Meeting.)
City Commission shall appoint and reappoint eligible members of the community to serve in vacant positions on City Advisory Boards.

- Commissioner Kelley tabled the Education and Youth Advisory Board appointment at the October 20, 2026, Commission Meeting.

C. Community Support Funds (Tabled at the November 17, 2026 City Commission meeting).
Approve Community Support Fund requests for:

Commissioner Cruz

- Men of Vision and Purpose "MVP" - $500
- American Legion Post 164 - $1,000

6. **Consent Agenda**

A. Ratify the Historic Resources Preservation Advisory Board Chair and Vice Chair.
Ratify the selection of Susan Oyer as Chair and Michael Wilson as Vice Chair.

B. Commission Meeting Minutes.
Approve minutes from the October 6, 2026 City Commission Meeting, October 6, 2026 joint City and CRA meeting and the October 20, 2026 City Commission meeting.

7. **Consent Bids and Purchases**

A. Proposed Resolution No. R26-219- Approve an amendment to the City's existing contract with Peregrine Technologies, Inc. (Resolution No. R26-027), which provides the software behind the Police Department's Real Time Crime Center for additional services in the amount of $459,556, which is 100% grant-funded by the state's Local Law Enforcement Immigration Grant Program (Resolution No. R26-082).
Staff recommends approval of Proposed Resolution No. R26-219.

B. Proposed Resolution No. R26-220- Approving Amendment No. 2 to the Agreement with R & D Paving, LLC for the S.E. 1st Street Improvements Project, increasing the project contingency by $750,229.39, from $485,516.61 to $1,235,746.00, to fund Change Order Nos. 1 and 2, and increasing the total authorized amount of the Agreement from $5,340,682.68 to a total amount not to exceed $6,090,912.07; providing an effective date; and for all other purposes.
Staff recommends approval of Proposed Resolution No. R26-220.

C. Proposed Resolution No. R26-221- Approving Task Order No. 3 with Jacobs Engineering Group Inc. for Injection Well IW-1 Mechanical Integrity Testing and Operation Permit Renewal, in the amount of $134,300.00, plus an owner's allowance of $15,700.00, for a total amount not to exceed $150,000.00; providing an effective date; and for all other purposes.
Approve Resolution No. R26-221.

D. Proposed Resolution No. R26-222- Approving a single source purchase from West Publishing Corporation and Thomson Reuters Enterprise Centre GmbH, pursuant to Section IX of the City's Purchasing Policy Manual, and approving a Westlaw ProFlex Order Form and Addendum for online legal research and practice solutions services, for a minimum term of seventy-two (72) months, for a total amount of $172,020.36, plus prorated charges for any partial initial month; providing an effective date; and for all other purposes.
Staff recommends approval of Proposed Resolution No. R26-222.

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. 26-032, First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, Repealing in Their Entirety the Boynton Beach Administrative Amendments to the 8th Edition (2023) of the Florida Building Code and Adopting the Boynton Beach Administrative Amendments to the 9th Edition (2026) of the Florida Building Code, Chapter 1, Administration, as Set Forth in Exhibit "A"; Reserving Section 110.11, Building Recertification, Which Is Relocated to Part III, Chapter 4, Article IX, Section 7 of the Land Development Regulations by Ordinance No. 26-033; Providing for Applicability; Providing for Transmittal to the Florida Building Commission; Providing for Codification; Providing for Severability; Providing for Conflicts; and Providing for an Effective Date.
Approve Proposed Ordinance No. 26-032 on first reading.

B. Proposed Ordinance No. 26-033, First Reading, An Ordinance amending Part III, Land Development Regulations, Chapter 4, Article IX, to create a new Section 7, "Building Recertification," relocating the building milestone (recertification) inspection program from Section 110.11 of the City's administrative amendments to the Florida Building Code, and renumbering existing Section 7, "Enforcement and Penalties," as Section 8.
Staff recommends approval of Proposed Ordinance No. 26-033 on First Reading.

C. Consideration of Variance (ZNCV 2025.09.5739) for Wal Mart Stores East LP located at 3625 N Federal Highway.
Staff Recommends approval of a Development Order for a Variance (ZNCV 2025.09.5739) from Part III, Chapter 4, Article V, Section 2.C Table 4-18 “Commercial and Office & Health Care Uses,” to grant approval to provide 373 parking spaces where 512 parking spaces are required, contingent upon satisfying all conditions indicated in Exhibit D - Conditions of Approval. Any additional conditions recommended or required by the City Commission shall be documented accordingly in the Conditions of Approval.

D. Major Site Plan Modification (MSPM 2025.09.5739) for Wal Mart Stores East LP located at 3625 N Federal Highway.
Staff Recommends approval of the request for a Major Site Plan Modification (MSPM 2025.09.5739) application to construct a building addition of 3,473 square feet at

Walmart located at 3625 N Federal Highway, contingent upon approval of the proposed Variance (ZNCV 2025.09.5739) and contingent upon satisfying all comments indicated in Exhibit D – Conditions of Approval. Any additional conditions recommended or required by the City Commission shall be documented accordingly in the Conditions of Approval.

9. **City Manager's Report**

   A. Presentation by Mirna Crompton, Division Director of Grants, on the current status of the City's grants and appropriations program. (Tabled at the October 20, 2026 City Commission meeting)
   On behalf of City Manager Dan Dugger

10. **Regular Agenda**

   A. Proposed Ordinance No. 26-031- Second Reading, An Ordinance of The City Commission of the City of Boynton Beach, Florida Repealing Chapter 2 Article XV, Sections 2-201 through 2-220 and any amendments thereafter, which established the City's small and minority business enterprise program.
   Staff recommends the approval of Proposed Ordinance No. 26-031 at Second Reading.

   B. Consideration of the Establishment of the Land Development Regulations (LDR) Task Force. (Tabled at the November 5, 2026 City Commission Meeting)
   Provide by Motion or Consensus, direction to staff to prepare a resolution establishing the LDR Task Force.

11. **Future Agenda Items**

   A. Discussion on Noise Ordinance for Airbnbs. - **December 15, 2026**
   Discussion request by Mayor Shelton.

   B. Discussion of proposed changes to the parking ordinance **- December 15, 2026**
   Requested by City Commission consensus

   C. Discussion on how to reduce permitting costs for senior citizens. - **Pending date from City Commission to discuss.**
   Requested by Vice Mayor Turkin.

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: 12/ 1/2026

Announcement of the 55th Annual Holiday Tree Lighting and the Holiday Boat Parade

Requested Action: Celebrate the holidays in Boynton Beach with two free, family-friendly events.

The 55th Annual Holiday Tree Lighting with parade performances takes place Saturday, December 5, from 4 p.m. to 10 p.m. at Centennial Park & Amphitheater, 120 E. Ocean Avenue. The "Storybook Whimsy" theme features the tree lighting, a drone show, live entertainment, children's activities, and holiday market and food vendors. Shuttle service will be available.

The Holiday Boat Parade takes place Friday, December 11, from 6 p.m. to 9 p.m. Decorated boats will travel the Intracoastal Waterway from Lantana toward Delray Beach. Boynton Harbor Marina, 735 Casa Loma Boulevard, is the official watch location, with music, children's activities, a visit from Santa, and food and beverages for purchase. Guests are encouraged to bring a new, unwrapped toy for Toys for Tots.

Parking, shuttle, road closure and bridge delay details are available on the City's website.

Explanation of Request: Announcement of the 55th Annual Holiday Tree Lighting and the Holiday Boat Parade

How will this affect city programs or services? Temporary road closures and event parking will be in effect for the Tree Lighting, and shuttle service will operate to and from the expanded event area. The Boat Parade may result in parking impacts and bridge delays. Specific closure, parking and shuttle details will be posted on the city website.

Budgeted Item: Yes

Account Line Item and Description:
001-1213-519-48-24
Special Events

Fiscal Impact: The events were budgeted for within the Events division budget. Both are free to attend.

Attachments:

Announcement.png


TREE LIGHTING
DEC. 5
CENTENNIAL PARK
120 E. OCEAN AVENUE
4 P.M. TO 10 P.M.
HOLIDAYS
IN
Boynton Beach
BOAT PARADE
DEC. 11
BOYNTON HARBOR MARINA
735 CASA LOMA BOULEVARD
6 P.M. TO 9 P.M.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/ 1/2026

2027 City Commission Calendar of Meetings.

Requested Action: Approve City Commission and Agenda Review Workshop meeting dates for 2027.

Explanation of Request: Staff has recommended changes to a few meetings to avoid conflicts with conferences throughout the year.

How will this affect city programs or services? This will not affect City programs or services.

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

Attachments:
2027 City of Boynton Beach Calendar.pdf

2027 City Commission Schedule

JANUARY

Mo	Tu	We	Th	Fr
28	29	30	31	1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
1	2	3	4	5

FEBRUARY

Mo	Tu	We	Th	Fr
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
1	2	3	4	5
8	9	10	11	12

MARCH

Mo	Tu	We	Th	Fr
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31	1	2
5	6	7	8	9

APRIL

Mo	Tu	We	Th	Fr
29	30	31	1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
3	4	5	6	7

MAY

Mo	Tu	We	Th	Fr
26	27	28	29	30
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31	1	2	3	4

JUNE

Mo	Tu	We	Th	Fr
31	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	1	2
5	6	7	8	9

JULY

Mo	Tu	We	Th	Fr
28	29	30	1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
2	3	4	5	6

AUGUST

Mo	Tu	We	Th	Fr
26	27	28	29	30
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31	1	2	3

SEPTEMBER

Mo	Tu	We	Th	Fr
30	31	1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	1
4	5	6	7	8

OCTOBER

Mo	Tu	We	Th	Fr
27	28	29	30	1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
1	2	3	4	5

NOVEMBER

Mo	Tu	We	Th	Fr
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	1	2	3
6	7	8	9	10

DECEMBER

Mo	Tu	We	Th	Fr
29	30	1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31
3	4	5	6	7

Holidays City Hall Closed		Conference Dates		Commission Meeting Dates
Jan-1	New Year's Day	Feb 18-19	FACC Winter Academy (Orlando, FL)	City Commission Meeting
Jan-18	Martin Luther King Jr. Day	Mar 2-3	PBC Days in Tallahassee	CRA & City Commission Meetings
Feb-15	President's Day	Mar 15-17	NLC (Washington, DC)	Agenda Review Meeting
May-24	Memorial Day	May 9-12	IIMC Conference (Fort Worth, TX)	
Jun-19	Juneteenth	Jun 2-5	FCCMA Conference (Orlando)	
Jul-1	Independence Day	Jul 25-28	FACC Summer Conference (St. Petersburg)	
Sep-7	Labor Day	Aug 13-15	FLC (Hollywood, FL)	
Nov-11	Veterans Day	Sep 19-22	IEDC (CRA) Annual Conference (Alanta, GA)	
Nov-25	Thanksgiving Day	Sep 25-29	ICMA Conference (Philadelphia, PA)	
Nov-26	Day after Thanksgiving	Oct 12-15	FRA (Orlando, FL)	
Dec-23	Christmas Eve	Oct 24-28	FACC Fall Academy (Palmetto FL)	
Dec-24	Christmas Day	Nov 17-20	NLC City Summit (Houston, TX)	

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/ 1/2026

Advisory Board Appointments. (Tabled at the November 17, 2026 City Commission Meeting.)

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

- Commissioner Kelley tabled the Education and Youth Advisory Board appointment at the October 20, 2026, Commission Meeting.

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 responsible for appointing to fill each term opening and vacancy.

How will this affect city programs or services? Appointments and reappointments 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_December 1.docx
Tim Hunt - Art Advisory Board.pdf
Michele Pearlman -Waiver of Requirments.pdf
Michele Pearlman - Recreation & Parks.pdf
Joe Josemond - Senior Advisory Board.pdf

Advisory Board Vacancies December 1, 2026

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

Vice Mayor	Turkin	Alternate	Vacant

Applicant: Tim Hunt

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

IV	Kelley	Alternate	Vacant
Mayor	Shelton	Student	Vacant
I	Cruz	Student	Vacant

Applicants: None

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

IV	Kelley	Regular	Vacant
Vice Mayor	Turkin	Alternate	Vacant

Applicants: None

Library Advisory Board
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

II	McCray	Alternate	Vacant

Applicants: None

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

II	McCray	Alternate	Vacant

Applicants: Michele C. Pearlman

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

Vice Mayor	Turkin	Alternate	Vacant

Applicants: Joe Josemond

Applications Received

11/23/26	Feida Jerome	Educ & Youth	Outside City limits; waiver emailed
11/04/26	Tim Hunt	BBAA	No Vacancies
~~10/28/26~~	~~Michele C. Pearlman~~	~~Rec & Parks~~	~~Outside City limits Waiver of Requirements was emailed~~
10/27/26	Yolanda Robinson	Educ & Youth	Withdraw her application via email
10/23/26	Amaya Anderson	Educ & Youth	Unable to verify voters status was emailed
10/23/26	Adria Powell	Educ & Youth	Outside City limits Waiver of Requirements was emailed
9-28-26	Gracy Chery	CRA Adv.	No Vacancies
9-28-26	Mario Lopez Pisani	Art. Adv	Outside City limits waiver of requirements was emailed
8-01-26	Lorraine Castellano	CRA Adv.	No Vacancies
6-02-26	Cherly McKeever	Sr. Adv.	No motion was made to approve Waiver
5-13-26	Cherly McKeever	Sr. Adv.	Submitted Waiver of Requirements –
4-30-26	Cherly McKeever	Sr. Adv.	Outside City limits Waiver of Requirements was emailed

Advisory Board Appointment Application

Thank you for your interest in serving on one of the City's Advisory Boards and for taking the time to fill out this form. If instructions are not followed or the application is not filled out in its entirety, the form will be returned for clarification.

EMAIL DISCLAIMER: Please be advised that under Florida law, e-mail addresses are public records. If you do not want your e- mail address released in response to a public-records request, do not send electronic mail. Instead, contact the City of Boynton Beach offices by phone or in writing: City of Boynton Beach, City Clerk's Office, City Hall, 100 E. Ocean Ave., Boynton Beach, FL 33435,

Mailing address: P.O. Box 310, Boynton Beach, FL 33435-0310 | Phone: (561) 742-6060 | City Clerk FAX: (561) 742-6090

Today's Date *

11/4/2026

First Name *

Timothy

Last Name *

Hunt

Phone Number *

615-594-7244

Email *

timhunt71@gmail.com

Date of Birth *

1/15/1968

Street Address *

118 NE 6th Ave

Street Address 2

City *

Boynton Beach

State *

FL

Zip Code *

33435

Country *

United States

Current occupation or, if retired prior occupation

General Contrator

Education

Associates Degree in Electronics, CGC License, Real Estate License

Are you a registered voter *

(●) Yes ( ) No

Do you reside within the Boynton Beach City Limits? *

◉ Yes ○ No

Do you own/manage a business within City limits? *

◉ Yes ○ No

If Yes, Name of Business

Principle Building Group of Florida, LLC

Are you currently serving on a City board? *

○ Yes ◉ No

Have you served on a City board in the past? *

○ Yes ◉ No

If Yes, which board(s) and when?

Have you ever been convicted of a crime? *

○ Yes ◉ No

If Yes, when and where?

Advisory Board *

Please indicate which advisory board you are seeking appointment.

Art Advisory Board

For board listing. requirements, responsibilities and meeting times and dates. please visit: Advisory Boards web page

If appointed by the City Commission to serve as a Board Chair or Vice Chair are you willing to serve in this capacity? *

◉ Yes ○ No

Personal Qualifications *

What personal qualifications do you possess (i.e. profession, previous experience, branch of military service or organization which you feel would make you a good candidate for this board? Please be specific. ,

I have been in the construction industry for the last 30+ years. I am a General Contractor in Florida (CGC1535792) and (CGC1538129) and own a construction company and am the FRO of another. I also have sold and installed Commercial and Residential Roofing for over 10 years here in Florida . I am a 10 year veteran of the Army National Guard and served in Desert Storm.

I very much love my community here in Boynton Beach and South Florida (Been a resident since 2010) and want to serve my community in any capacity needed.

Professional Memberships *

Please list any professional memberships

DBPR - GC license (CGC1535792)
DBPR - Real Estate License

Attachments

Feel free to attach/upload an extra sheet or resume.

Your completed Advisory Board Appointment application will be added to the City's Talent Bank, a file to which Commissioners may turn for candidates when board openings occur.

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.

○ I, the applicant, DO NOT certify that the statements and answers provided herein are true and accurate.

City of Boynton Beach: Advisory Board Waiver of Requirements

Thank you for your interest in serving on one of the City's Advisory Boards and for taking the time to fill out this waiver. If instructions are not followed or the waiver is not completed in its entirety, it will be returned for clarification.

The City Commission has limited authority to waive certain requirements, including residency requirements, term limits, and certain qualification requirements.

Please indicate what requirement you are requesting to be waived by the City Commission.

✓ Residency

_____ Term Limits – Please provide number of terms already served. _____

_____ Required qualifications

Name Michele C. Pearlman Telephone # 410-802-1775

Address 8889 Georgetown La.

Boynton Beach, Fl Zip Code 33472

Date of Birth: 04/08/1955 Email: mpearlwoman@gmail.com

Current occupation or prior occupation: Physical Therapist

Education Physical Therapy (B.S.) from University of Maryland School of Medicine, Dept of Physical Therapy

Are you a registered voter?	✓ Yes	_____ No
Do you reside within the Boynton Beach City limits?	_____ Yes	✓ No
Do you own/manage a business within the City limits:	_____ Yes	✓ No
If yes, name of business		
Have you ever been convicted of a crime?	_____ Yes	✓ No
If yes, when _____ Where _____		
Are you currently serving on a City board?	_____ Yes	✓ No
Have you served on a City board in the past?	_____ Yes	✓ No

If so, which board(s) and when?

_____

_____ _____

Please indicate which advisory board you are seeking appointment.

____ Arts Commission	____ Historic Resources Preservation Board
____ Building Board of Adjustment & Appeals	____ Library Board
____ Community Redevelopment Agency Advisory Board	____ Police Officers' Retirement Trust Fund
____ Education and Youth Advisory Board	✓ Recreation & Parks Board
____ Employees' Pension Board	____ Senior Advisory Board
____ Firefighters' Pension Trust Fund	

If appointed, are you willing to serve as Chair or Vice Chair? ✓ Yes ____ No

What personal qualifications do you possess (i.e., professional, previous experience, branch of military service or organization) that you feel would make you a good candidate for this board? Please be specific.

- As a physical therapist, I have been able to work with a diverse population of patients with a diverse set of injuries, strokes, amputations and post surgical issues.
- I was accepted as a volunteer, receiving clearence, to work at the White House answering the comment line and recording answers that went to the office of the President.

Please list any professional memberships: → 0

I have a developmental disabled sister that I have cared for my entire life, starting in grade school. I am well versed in the ADA act. I organized my community to petition the state of MD to stop the growing of hemp in residential areas, including testifying before the state representatives.

I 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.

Signature: Michele C Pearlman Date: 11/2/2026

EMAIL DISCLAIMER: Please be advised that under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail. Instead, contact the City Clerk's office in writing:

Mailing address: P.O. Box 310, Boynton Beach, FL 33425-0310
FAX: (561) 742-6090

Advisory Board Appointment Application

Thank you for your interest in serving on one of the City's Advisory Boards and for taking the time to fill out this form. If instructions are not followed or the application is not filled out in its entirety, the form will be returned for clarification.

EMAIL DISCLAIMER: Please be advised that under Florida law, e-mail addresses are public records. If you do not want your e- mail address released in response to a public-records request, do not send electronic mail. Instead, contact the City of Boynton Beach offices by phone or in writing: City of Boynton Beach, City Clerk's Office, City Hall, 100 E. Ocean Ave., Boynton Beach, FL 33435,

Mailing address: P.O. Box 310, Boynton Beach, FL 33435-0310 | Phone: (561) 742-6060 | City Clerk FAX: (561) 742-6090

Today's Date *

10/28/2026

First Name *

Michele C

Last Name *

Pearlman

Phone Number *

4108021775

Email *

mpearlwoman@gmail.com

Date of Birth *

4/8/1955

Street Address *

8889 Georgetown Ln

Street Address 2

City *

Boynton Beach

State *

FL

Zip Code *

33472

Country *

United States

Current occupation or, if retired prior occupation

Physical Therapist

Education

Physical Therapy Degree

Are you a registered voter *

(●) Yes ( ) No

Do you reside within the Boynton Beach City Limits? *

( ) Yes (●) No

Do you own/manage a business within City limits? *

○ Yes ◉ No

If Yes, Name of Business

Michele C Pearlman

Are you currently serving on a City board? *

○ Yes ◉ No

Have you served on a City board in the past? *

○ Yes ◉ No

If Yes, which board(s) and when?

Have you ever been convicted of a crime? *

○ Yes ◉ No

If Yes, when and where?

Advisory Board *

Please indicate which advisory board you are seeking appointment.

Recreation and Parks

For board listing. requirements, responsibilities and meeting times and dates. please visit: Advisory Boards web page

If appointed by the City Commission to serve as a Board Chair or Vice Chair are you willing to serve in this capacity? *

◉ Yes ○ No

Personal Qualifications *

What personal qualifications do you possess (i.e. profession, previous experience, branch of military service or organization which you feel would make you a good candidate for this board? Please be specific. ,

I have good organizational skills. I formed and implemented Schedules for Tennis play for Three days a week for 15 years for 15-20 people. I have played Tennis my whole life, being a team member at the number one position in high school and College. I was Concertmaster (violin) in my high school orchestra with responsibility to take over for the conductor at anytime and tune the orchestra. I organized my community to Stop Hemp growing in open fields near residential areas in my neighborhood and testified at the State level about this mater. I volunteered at the White House for 3 years, receiving clearance to answer the Comment line. Working as a Physical Therapist, I have a medical background that could be an asset to this Board.

Professional Memberships *

Please list any professional memberships

None

Attachments

Feel free to attach/upload an extra sheet or resume.

Your completed Advisory Board Appointment application will be added to the City's Talent Bank, a file to which Commissioners may turn for candidates when board openings occur.

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.

○ I, the applicant, DO NOT certify that the statements and answers provided herein are true and accurate.

Advisory Board Appointment Application

Thank you for your interest in serving on one of the City's Advisory Boards and for taking the time to fill out this form. If instructions are not followed or the application is not filled out in its entirety, the form will be returned for clarification.

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Mailing address: P.O. Box 310, Boynton Beach, FL 33435-0310 | Phone: (561) 742-6060 | City Clerk FAX: (561) 742-6090

Today's Date *

9/28/2026

First Name *

Joe

Last Name *

Josemond

Phone Number *

5615438531

Email *

jjosemond@gmail.com

Date of Birth *

3/20/1990

Street Address *

570 Manatee Bay Dr

Street Address 2

City *

Boynton Beach

State *

Fl

Zip Code *

33435

Country *

United States

Current occupation or, if retired prior occupation

Administrator

Education

MPA

Are you a registered voter *

(•) Yes ( ) No

Do you reside within the Boynton Beach City Limits? *

(•) Yes ( ) No

Do you own/manage a business within City limits? *

Yes No

If Yes, Name of Business

Are you currently serving on a City board? *

Yes No

Have you served on a City board in the past? *

Yes No

If Yes, which board(s) and when?

CRA

Have you ever been convicted of a crime? *

Yes No

If Yes, when and where?

Advisory Board *

Please indicate which advisory board you are seeking appointment.

Senior Advisory Board

For board listing. requirements, responsibilities and meeting times and dates. please visit: Advisory Boards web page

If appointed by the City Commission to serve as a Board Chair or Vice Chair are you willing to serve in this capacity? *

Yes No

Personal Qualifications *

What personal qualifications do you possess (i.e. profession, previous experience, branch of military service or organization which you feel would make you a good candidate for this board? Please be specific. ,

I serve as Chief Parking Facilities Administrator for the City of Delray Beach, where I oversee staff, public facilities, vendor coordination, budgets, and services that residents use every day. This work has strengthened my ability to review policies, solve problems, manage public resources responsibly, and work with people who hold different views.
I also organize community meetings in Boynton Beach that bring residents and public officials together to discuss local issues. I listen to concerns, ask questions, and follow up on matters that affect the community. I would bring that practical experience, accountability, and commitment to public service to this board.

Professional Memberships *

Please list any professional memberships

1.Freemason — DePaul Lodge 581, Tallahassee, FL
2.Certified Parking Professional (CPP) — active certification
3. FAMU Allied Health, Tallahassee, Fl

Attachments

Feel free to attach/upload an extra sheet or resume.

Your completed Advisory Board Appointment application will be added to the City's Talent Bank, a file to which Commissioners may turn for candidates when board openings occur.

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.

I, the applicant, DO NOT certify that the statements and answers provided herein are true and accurate.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/ 1/2026

Community Support Funds (Tabled at the November 17, 2026 City Commission meeting).

Requested Action: Approve Community Support Fund requests for:

Commissioner Cruz

- Men of Vision and Purpose "MVP" - $500
- American Legion Post 164 - $1,000

How will this affect city programs or services? NA

Budgeted Item: Yes

Account Line Item and Description: Community Support Funds:

001-1110-511-83-01

Fiscal Impact: This is a budgeted line item.

Attachments:
3. MVP - Men of Vision and Purpose.docx
4. American Legion Post 164 1,000.docx

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS
REQUEST FORM

Part I - Summary of Request (to be completed by City Clerk)

Date of Request: 11/17/26
Requested by Mayor/Commissioner: Commissioner Cruz
Amount Requested: $500
Recipient/Payee: Men of Vision and Purpose
Description of project, program, or activity to be funded: _____

_____

_____

_____

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $6,000.

The balance of funds available for the requesting Member of the Commission is $4,750.

Accordingly:

- ✓ There are funds available as requested
  There are insufficient funds available as requested

Dated: _____ By: _____
Tammy Stanzione, City Clerk

Part III-Eligibility Evaluation

- ✓ Public funds will not be used to improve private property unless there is a clear public need, purpose and benefit
- ✓ The recipient/payee provides services within the City
- ✓ The public purpose is beneficial to the entire community served by such donation

Dated: _____ By: _____
Requesting Member of the City Commission

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS
REQUEST FORM

Part I - Summary of Request (to be completed by City Clerk)

Date of Request: 09-23-2024
Requested by Mayor/Commissioner: Angela Cruz
Amount Requested: $1000
Recipient/Payee: American Legion Post 164
Description of project, program, or activity to be funded: _____

_____

_____

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $6,000.

The balance of funds available for the requesting Member of the Commission is $4,250.

Accordingly:

- ✓ There are funds available as requested
  There are insufficient funds available as requested

Dated: _____ By: _____
Tammy Stanzione, City Clerk

Part III-Eligibility Evaluation

- ✓ Public funds will not be used to improve private property unless there is a clear public need, purpose and benefit
- ✓ The recipient/payee provides services within the City
- ✓ The public purpose is beneficial to the entire community served by such donation

Dated:_____ By: _____
Requesting Member of the City Commission

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/ 1/2026

Ratify the Historic Resources Preservation Advisory Board Chair and Vice Chair.

Requested Action: Ratify the selection of Susan Oyer as Chair and Michael Wilson as Vice Chair.

Explanation of Request: At the October 12, 2026 meeting, the Historic Resources Preservation Advisory Board voted to appoint Susan Oyer as Chair and Michael Wilson as Vice Chair. Per City Ordinance No. 21-016, the City Commission must ratify the selection of Board Chair and Vice Chair.

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

Account Line Item and Description: N/A

Procurement Methodology Bids and Purchases Only: N/A

Fiscal Impact: N/A

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/ 1/2026

Commission Meeting Minutes.

Requested Action: Approve minutes from the October 6, 2026 City Commission Meeting, October 6, 2026 joint City and CRA meeting and the October 20, 2026 City Commission meeting.

Explanation of Request: 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:
10-06-26 CC & CRA joint meeting minutes.docx
10-06-26 CC Mtg Minutes.docx
10-20-26 CC Mtg Minutes.docx

Minutes of the Joint City Commission and CRA 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, October 6, 2026, at 6:00 P.M.

Mayor Rebecca Shelton
Vice Mayor Thomas Turkin
Commissioner Angela Cruz
Commissioner Mack McCray
Commissioner Aimee Kelley

Daniel Dugger City Manager
Andrew Mack, Deputy City Manager
Adam Temple, Deputy City Manager
Shawna Lamb, City Attorney

1. **Openings**

Call to Order – Mayor Rebecca Shelton

Vice Mayor Turkin called the meeting to order at 6:00 P.M.

Roll Call

Keysiera Delorme Administrative Coordinator II called the roll. A quorum was present.

Invocation by Commissioner McCray.

Commissioner McCray provided the Invocation.

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

The Pledge of Allegiance to the Flag was led by Commissioner Cruz.

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

Motion:

Commissioner Kelley moved to approve the agenda. Commissioner McCray seconded the motion. In a voice vote, the motion passed unanimously.

2. **Other**

A. Discussion of the City and the Community Redevelopment Agency's participation in the salvage and relocation of the Historic Oyer Sign from the Hurricane Alley West Facade.
Requested by Vice Mayor Turkin.

Deputy City Manager Adam Temple introduced this item. He acknowledged that back in 2021 when the CRA acquired the property, it was agreed that the CRA would contribute up to $20,000 for the preservation and relocation of the wall sign and that in 2022 this agreement was carried over. He mentioned that as the Pierce Project is becoming

mobilized, they're currently contemplating the preservation and relocation of that sign. He commented that because of the building and its old condition, it requires a specialized contractor and specialized work to remove that sign and ensure that the building does not collapse. He said that this is a time sensitive matter as demolition is approaching for the Pierce Project. He stated that there is a current proposal for approximately $132,000 and that the affiliated development has confirmed that they are willing to carry forward their obligation of $20,000. He also mentioned that Verdex Construction, the general contractor for *The Pierce,* has also offered to provided $20,000 in the relocation of the sign. He said that there is going to be a $92,000 funding gap if the CRA wishes to proceed in preserving the sign.

Commissioner McCray asked where will the sign be moved to.

Deputy City Manager Temple said that the sign will be placed into a specialized case and stored in a Public Works facility. He said that in the future they may relocate it to Harvey Oyer Boat Ramp.

Vice Mayor Turkin said that he would like to like to see a unanimous support for this item and that he believes that the wall serves as a landmark for the City. He stated that he is okay with using the CRA funds.

Deputy City Manager Temple stated that there is no need for a budget amendment and that they do have the funds available for this type of purpose. He said he believes the most pressing matter is giving direction to the City's attorney and that there are a series of legal actions they would have to work on.

Deputy City Attorney Weinger stated that this would require a funding interlocal agreement between the City and the CRA. She commented that the affiliated parties and the Oyer family would need to be a part of the decision.

Commissioner Kelley said that her motion was to allocate the funds and prove that the Board is moving in the right direction and not to trump agreements.

Vice Mayor Turkin invited Harvey Oyer to make a comment.

Harvey Oyer thanked the Board for working to preserve the sign. He said that he believes the sign is the oldest left in the City and that his family will consent in writing to preserving the sign and that they are happy to have it saved and not end up in a landfill.

Motion

Commissioner Kelley moved to approve the allocation of funds for the relocation of the Oyer Sign from the Hurricane Alley West Façade. Commissioner McCray seconded the motion. The motion passed unanimously.

B. Discussion on the transition of the Community Redevelopment Agency Legal team. Discuss the transition of the Community Redevelopment Agency Legal team.

City Manager Dan Dugger mentioned that at the last joint meeting the CRA attorney tendered their resignation. He stated that the reasoning for the separation could be provided through a public records request. He said that in lieu of the resignation, staff needs direction on the overall process and has come up with different options. He said that currently the City's attorney's office is handling the employment law aspect and the day-to-day operations but that the development component is vacated and needs to be filled. He said that the Board could contract with another firm, post and hire a fulltime CRA attorney or task the City Attorney office with those responsibilities.

Katherine Rossmell Board Counsel, acknowledged the firm's resignation and commented that they are offering to resign at the date and will of the Board. She said the resignation will take effect October 21, 2026, and that they are willing to work with the Board for a smooth transition.

Commissioner McCray thanked the firm for their service and stated that if the City Attorney's could handle the work to come, he thinks that would be a nice fit. He commented that this would be a saving on the CRA side and a plus for the City.

Commissioner Kelley said that the resignation came as a surprised and that it has always been separate. She said she likes the separation and having someone who is designated to the CRA. She commented that the City's legal team is amazing but that she doesn't want to add to their plate. She said she knows the City's legal team could handle the work but that she does not feel like that is the right fit. She asked Mr. Dugger what will be the plan until the Board decides.

City Manager Dugger said that temporarily the City attorneys will step in. He said that Ms. Wiegner has a great deal of experience with the transactional side for the CRA. He mentioned that the Board could also hire a part-time CRA attorney that the City's legal team would oversee. He said that if the Board is not satisfied then HR could put together a process and look at other law firms or look to hire a full-time CRA attorney.

Commissioner Cruz thanked the firm for their service. She said that she will be open to considering the City Attorney's office to step in. She stated that she would like to hear

from the legal team that they have the bandwidth and the staff. She questioned if the legal team felt ready to take on the responsibilities or if they needed more time.

Vice Mayor Turkin stated that the Board needs to decide how long they want to retain Lewis, Longman & Walker, P.A. He said that he agrees with Commissioner McCray and Commissioner Cruz; and said that if the City's Attorney's office can handle it, he would like to utilize internal counsel. He commented that he thinks it would be extremely difficult to find a part-time or sole attorney that focuses on land use and development and is only specific to the CRA. He said that it would be cost saving to use current legal counsel.

Commissioner McCray commented that he thinks they should try with current City counsel and if needed they could revisit the topic down the line.

Deputy City Attorney Weinger stated that she and City Attorney Lamb would be happy to enter into conversations to define the scope of taking on the additional responsibilities. She said that she believes her and Shawna have the capacity to undertake the responsibilities at a reduced price. She commented that with the Legal budget, if needed, they could consult outside counsel. She stated that her and Attorney Lamb would like to propose a set fee that would go to the City Attorney's office to compensate staff that would be providing services to the CRA. She mentioned that the remainder of the budget for this year would be allocated to outstanding invoices from Lewis, Longman & Walker and towards real estate transactions slated to close. She noted that the law firm should continue to handle the real estate transactions to deter any delays.

Attorney Lamb commented that Ms. Weigner has worked for a CRA in the past and that she is the best for transactions and real estate.

Vice Mayor Turkin questioned if Attorneys were open to a trial run.

City Manager Dan Dugger asked that Ms. Weinger hold off on answering and said that the City's legal team is currently handling the day-to-day operations of the employment side for which they are being compensated but that they wish to keep the development services component separate.

Deputy City Attorney Weinger said that they would be willing to continue to provide the services previously agreed upon at the rate agreed upon through the end of the year.

She commented that they would be willing to amend the agreement to take over development services commencing January 1, 2027.

Vice Mayor Turkin asked if legal would like to maintain the current agreement until January 1, 2027.

Deputy City Attorney Weinger said that they would have to modify the agreement to modify the scope. She said that she recommends bringing forward the updated ILA that provides for the full updated scope of services through the end of the year and then automatically having the development services to take effect January 1, 2027. She commented that there is a 30-day window to back out if it does not work for the Board.

Vice Mayor Turkin questioned if the legal team recommended to keep Katherine Rossmell and Lewis, Longman & Walker on retainer until the end of the year to close out pending transactions.

Deputy City Attorney Weinger said that they would need to speak with Ms. Rossmell and the Executive Directors. She commented that there are three real estate transactions slated to close and she does not know if the Board wants to continue the retainer arrangement with Ms. Rossmell or if they would want to work with her on at an hourly rate for transition services.

Vice Mayor Turkin question if Ms. Rossmell was okay with closing out the transactions without maintaining the retainer.

Ms. Rossmell said that they can terminate general services at whatever date the Board chooses and keep the real estate transactions. She said that they can work at an hourly rate for any specialize services and the associated transition services.

Vice Mayor Turkin proposed that the Board moves forward with the agreement to enhance the scope through the end of the year and then come back to vote at another joint meeting.

Deputy City Attorney Weinger said that she can execute a draft that would detail what the scope would look like.

Vice Mayor Turkin said that he is okay with having another joint meeting to have proposals presented and to finalize everything.

Commissioner Kelley said that she is okay with the Vice Mayor's proposal. She stated that there was an issue at the Heart of Boynton Shoppes and she would like to know if Ms. Rossmell would retain the issue as she is the one that was involved with the contracts and agreements.

Ms. Rossmell stated that the firm can keep that issue as she does not believe it would take a long time to wrap up.

Commissioner Cruz said that she would support the City Attorney's office taking over the CRA matters but that she agrees with Commissioner Kelley that the firm should be kept to close up any pending matters.

City Attorney Lamb commented that when she started with the City, there was no transition lawyer and that she and her team successfully defended litigations that were drafted by other people. She said that she does not believe in keeping someone on board because they have historical knowledge as her and her team are more than capable to handle it.

Deputy City Attorney Weinger said that they are proposing a flat fee rate that would go directly to their office with an additional budget that is held by the CRA for outside counsel services as needed.

Vice Mayor Turkin thanked Ms. Rossmell for her services.

Ms. Rossmell thanked the Board and said that she has loved working with the group.

Commissioner McCray questioned if the City's attorney's office had a draft for members to look over prior to the next meeting.

Deputy City Attorney Weinger said that it will draft and finalized once they meet with Dan Dugger and Adam Temple.

City Attorney Lamb said that they have direction for a joint meeting and it will be brought back then.

3. **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).

Woodrow Hay, former City Boynton Beach Mayor and Commissioner, stated that he has the upmost confidence for the City's legal team and staff. He said he believes that there needs to be a voice for the City and a voice for the CRA. He said that during Jim Cherof term as City Attorney there was an issue between the City and CRA and that is what originally called for separate voices. He asked that staff remembers what happened in the past and take it into consideration.

Edward Nesbit, resident of Boynton Beach LeisureVille, stated that he is representing the management company and HOA. He said that for months they have had an ongoing problem with parking. He said that they were told that the City would work out some sort of agreement to enforce the parking laws within the community. He noted that part of the issue is that the community has both City and private owned streets. He asked if there was something the City could do to help enforce the parking regulations in the community.

City Manger Dan Dugger asked that Jonn Dunlop, Road Patrol Sergeant make arrangements to meet with Mr. Nesbit.

Sherwood Sheehan, Coquina Cove resident, thanked the Commission for correcting the roads and stated that he had issues with the construction company who removed pavers from his home. He said that he tried speaking with the owner of the company who referred him to speak with the City. He mentioned that he wants his pavers installed as they previously were and wanted to bring the matter to the attention of the Commission.

Vice Mayor Turkin asked that the City Manager make arrangements for staff to contact Mr. Sheehan.

Harry Woodworth, Boynton Beach resident, said that at a prior meeting the Mayor had asked for a future agenda item concerning AirBnBs and short-term rentals. He stated that it was not listed on the agenda.

4. **Adjournment**

Motion:

Commissioner Kelley moved to adjourn the meeting. Commissioner Cruz seconded the motion. The motion passed unanimously.

With no further business to discuss, the meeting was adjourned at 6:53 P.M.

Keysiera Delorme
Administrative Coordinator II, City Clerk's Office

Minutes 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, October 6, 2026, at 6:00 P.M.

Present:

Vice Mayor Thomas Turkin
Commissioner Angela Cruz
Commissioner Mack McCray
Commissioner Aimee Kelley

Daniel Dugger, City Manager
Andrew Mack, Deputy City Manager
Adam Temple, Deputy City Manager
Shawna Lamb, City Attorney

Absent:

Mayor Rebecca Shelton

1. **Openings**

A. Call to Order – Vice Mayor Thomas Turkin

Vice Mayor Turkin called the meeting to order at 7:05 P.M.

Roll Call

Keysiera Delorme Administrative Coordinator II called the roll. A quorum was present.

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

Vice Mayor Turkin requested that item 3A be replaced with item 3E. He also requested a future agenda item to discuss the Harvey Oyer Boat Ramp by the City Attorney.

Attorney Lamb said that she can add the item as a discussion item and provide a PowerPoint.

Vice Mayor Turkin asked if the meeting for the Charter Committee can be extended with more notice.

Attorney Lamb said that the meeting is scheduled for October 14, 2026. She noted that the meeting was scheduled by the Charter Committee at the previous Commission meeting and that a reminder notice was sent out this week. She said that she needs direction as she cannot override the Board's scheduled meeting. She mentioned that some Charter Committee members considered postponing the meeting and felt that there wasn't a need at the moment.

Vice Mayor Turkin stated that it had been agreed upon and adopted for the committee to meet annually. He said that new members can be appointed if current members feel that there is not a need to meet or if they no longer want to serve on the Board.

Commissioner Kelley said that she thinks the meeting should be rescheduled within a month and around the same day and time as previously set for.

Attorney Lamb stated that there may be a conflict with the day but that she or someone from her office will reach out to the members to schedule for a day after November 1, 2026.

Deputy City Manager Mack inquired when would Vice Mayor Turkin like to see the Harvey Oyer Boat Ramp presentation.

Vice Mayor Turkin stated that he would like to see it in November. He also mentioned that he would like to have a discussion on the veteran's procurement ordinance at the meeting scheduled for October 20, 2026.

Motion:

Commissioner McCray moved to approve the agenda, as amended. Commissioner Kelley seconded the motion. In a voice vote, the motion passed unanimously.

2. **Other - Informational Items by members of the City Commission**

Commissioner McCray congratulated staff for making it to the new fiscal year and showed gratitude to staff for all of their hard work.

Commissioner Kelley congratulated and showed recognition to recent retiree Janet Wooten from the Police Department. She mentioned that PBS has started an immersive experience named MoonWalkers, and encouraged staff and citizens to visit. She also informed the public that County Commissioner Erica Whitfield will be hosting a meet and greet on October 15, 2026.

Vice Mayor Turkin recognized Public Works Division Director Jae Eun and the Beautification team for update on the Federal Corridor. He commented that it now looks clean and crisp. He also mentioned the Green Day Market and encouraged the public to visit.

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

A. School District of Palm Beach County District 7 Education Update.
Board Member Mr. Edwin Ferguson of District 7 will provide an update on education.

Item 3A was replaced with item 3E.

B. Announcement of Fall Festival

The City's annual Fall Festival will be held on Saturday, October 17, from 3:00 P.M. to 6:00 P.M. at Centennial Park located at 120 E. Ocean Avenue in Downtown Boynton Beach.

This year's event includes a kid zone, giveaways, food trucks, music, petting zoo and more. Community Greening will be onsite hosting a free tree giveaway for attendees while supplies last. For more information, log on to the Recreation and Parks Department's website at WeMakeLifeFun.com

Justin Johnson, Marketing and Outreach Manager, announced that the City's Fall Festival will take place on Saturday, October 17, 2026 from 3:00 P.M. to 6:00 P.M. Mr. Johnson stated that the event would include a kid zone, pumpkin and tree giveaways and much more.

C. Proclamation - Poverty Awareness Week

Proclaim October 19-25, 2026 as Poverty Awareness Week in the City of Boynton Beach. Accepting on behalf of the Circles of Palm Beach County: Reverend Richard Dames, Circles Director, Pathways to Prosperity.

Commissioner McCray read the proclamation into the record.

Reverend Richard Dames, Circles Director, Pathways to Prosperity accepted the proclamation. Mr. Dames thanked the Commission and provided brief remarks about the organization. He invited the Commission and public to participate in some of the event challenges that their organization would be hosting in the coming week.

D. Proclamation - Domestic Violence Awareness Month

Proclaim October 2026 as Domestic Violence Awareness Month. Accepting on behalf of the Aid to Victims of Domestic Abuse, Inc.: Pam O'Brien, President and CEO.

Commissioner Kelley read the proclamation into the record.

Pam O'Brien, President and CEO of Aid to Victims of Domestic Abuse, Inc, thanked the Commission for the proclamation and encouraged members of the public to visit their website for more information about their organization.

E. Proclamation - Honoring the Braille Club of Palm Beach County.

Alexandra Jeannite is accepting on behalf of the Braille Club of Palm Beach County.

Vice Mayor Turkin read the proclamation into the record.

Alexandra Jeannite accepted the proclamation and thanked the Commission for their support. She explained that their organization is run and operated by those who are visually blind or impaired and mentioned that they are always in need of volunteers.

F. Proclamation - E-Waste Day
Proclaim October 14, 2026, as City of Boynton Beach E-Waste Day. Accepting on behalf of Pennies for Penguins, Anna Gupta.

Vice Mayor Turkin requested a motion to table this proclamation as the acceptors of the proclamation was not in attendance.

Motion:

Commissioner Cruz moved to table the presentation of Proclamation – E-Waste Day. Commissioner Kelley seconded the motion. The motion passed unanimously.

G. Presentation by the BBPD on the City's use of Flock ALPR, Department Policy Updates, and Transparency Measures.
Requested by City Commission Consensus.

Chief of Police Joseph DeGiulio, alongside Sergeant Jonathan Vargas presented this item. He mentioned that the City currently have 47 Flock ALPR cameras but that only 39 cameras are operational. He explained that the FLOCK cameras only provide for still images of the vehicle and tag and that the data collected would include descriptive vehicle characteristics. He said that with the database they cannot search for people and noted that this was confirmed in house at the police department. He provided the Commission with success stories on the use of FLOCK. He mentioned that the data sharing policy has been changed to only share the collected data with state wide agencies and noted that access is not automatically approved. He explained that the number of people who were given access within the department has dropped from 202 to 165 and that adjustments are still being made and stated that training will now be annually. Chief DeGiulio said that their agency is accredited through the Commission for Florida Law Enforcement Accreditation (CFA) and that they are now establishing certain standards and procedure policies that will deal with ALPRs, audits, data retention and profile access. Chief DeGiulio introduced Sergeant Vargas to take over and explain flock comparison among other vendors.

Sergeant Vargas stated that FLOCK Safety, Axon, SoundThinking/PlateRanger and Motorola all share similarities and on how each vendor handles data collection, sharing, retention, access control and audit accountability.

Commissioner McCray inquired if access was shared with other law enforcement agencies.

Chief DeGiulio said that they only share with Florida law enforcement agencies.

Commissioner Kelley stated that she was confused by the chart “What’s Captured & Data Ownership.” She said that when Flock Safety provided presentation, they said that they would only collect license plates. She mentioned that she is concerned because that does not seem to be the only data that they are collecting. She inquired how is Flock Safety using the AI videos that are captured from the City’s cameras.

Chief DeGiulio noted that the AI component is used to enhance search characteristics within the department. He stated that he does not have the answers for how other agencies are using the information.

Commissioner Kelley questioned how much data is shared with other agencies.

Chief DeGiulio said that if an agency request data they are essentially receiving the photo of the vehicle and the license plate.

Commissioner Kelley inquired if the City of Boynton Beach Police Department had control over the retention for the information being sent to other agencies.

Chief DeGiulio stated that other agencies have the option to download the information and once that is done, then it will be retained based on that agency’s retention period. He noted that the department can tell when the information has been downloaded.

Commissioner Cruz stated that she likes that the cameras are being used for both traffic and criminal offenses. She said that she would like for the legal team to continue to look out for lobbyist and changes that may be coming from the use of flock cameras.

Attorney Lamb said that she sent out a memo. She stated that in Palm Beach County, no one has suspended use of their ALPRs. She mentioned that they have been removed from FDOT right away but that they are being placed on private properties. She commented that they are only aware of Tallahassee and Brevard County suspending their use. She noted that as required the City has requested Flock Safety to remove LPRs from the state highway system and that they will reach out to them for follow up.

Chief DeGiulio stated that while they are awaiting the removal of the cameras they have been shut down.

Commissioner Cruz inquired on how many cameras.

Chief DeGiulio commented that there are three.

Vice Mayor Turkin thanked staff for their presentation and inquired about the cameras currently installed.

Chief DeGiulio commented that there are 9 cameras on state roads. He said that 3 of them are located on FDOT right aways and need to be moved and that the rest of them are located on private property.

Vice Mayor Turkin inquired if other agencies were prohibited from sharing the information they received from the City's police department.

Chief DeGiulio stated that other agencies can only share the information if it is downloaded and that they do not have direct access into the department's system. He said that once the information is downloaded, they have no way to determine how it is being used.

Vice Mayor Turkin stated that if it was up to him, he would look for another vendor. He commented that he does like how Flock Safety has not been clear with communication and data sharing.

Commissioner Kelley stated that she agrees with Vice Mayor and that a conversation needs to be had regarding transferring to a new vendor.

Attorney Lamb provided clarification and stated that although Palm Beach County is not allowing for LPR permits to be placed on the right away of state roads they have not suspended services.

Commissioner Cruz asked if they could have an agenda backup to this discussion at the next meeting.

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).

David Katz, Boynton Beach, commented that the Senior Prom was a success and thanked the staff. He mentioned that he serves as the Vice Chair on the Charter Committee and that he thinks there shouldn't be a meeting until the coming August or September because nothing can me added to the ballot until March 2028. He said that it may be premature to have the Committee meet at an ongoing basis. He stated that he thinks they should hold off until there is something to address.

Gary Woodworth, Boynton Beach, stated that there is no independent study that has been done to show that Flock is beneficial to lowering crime rate. He commented that Chief DeGiulio did a good job making corrections. He said that Flock takes over 20 photos of the vehicle and whatever else may be in the frame. He commented that all of that information is retained in the database but that they are only providing the department with 2 images. He said that Flock is selling data and that the company only has an 85% success rate.

Susan Oyer, Boynton Beach, commented that the residents of Grayson Heights is not happy with their trees being removed to redo Gulfstream Blvd. She said some of the trees that were removed were perfectly enact and that they have been destroyed and killed for no reason. She noted that she reached out to City Manager Dugger regarding the Historic Preservation Board. She said that not all of the members are being notified and that because the Board is a quasi-judicial Board that they may want to research why members are not being notified. She asked that the Commission start to look into decommissioning the Art Board as she said some artwork was thrown out and destroyed that should have never been thrown out. She commented that the art could be decommissioned back to the artist or placed for sale but not thrown out.

Commissioner Kelley asked that Mrs. Oyer meet with the Clerk's Office and Legal to provide the correct contact information of Board members.

Attorney Lamb said that she would take the information and meet with Tammy Stanzione, City Clerk.

5. **Administrative**

None.

6. **Consent Agenda**

H. Proposed Resolution No. R26-179- Approve transmittal of the City of Boynton Beach State Housing Initiative Partnership (SHIP) Program Annual Report for FY2023-2024 (July 1, 2023, to June 30, 2024) and authorize the Mayor to sign the corresponding

Local Housing Certification.
Staff recommends approval of Proposed Resolution No. R26-179.

B. Proposed Resolution No. R26-180- Approve the Interlocal Agreement (ILA) between the City of Boynton Beach and Palm Beach County allowing the City to affix decorative art wrap on County-maintained traffic signal control cabinets located within the City's municipal limits.
Staff recommends approval of Proposed Resolution No. R26-180.

C. Proposed Resolution No. R26-181- Approval of the FY2026 Purchase Order (PO) Rollover Process for Open Capital and CIP Purchase Orders into FY2027. Based on Tentative Balances to be Trued-Up Following the October 16, 2026, Payment Cutoff. Staff recommends approval of Proposed Resolution No. R26-181.

D. Commission Meeting Minutes.
Approve minutes from the July 14, August 8, and August 25, 2026, City Commission Meetings.

Motion

Commissioner McCray moved to approve the Consent Agenda. Commissioner Kelley seconded the motion. In a voice vote, the motion passed unanimously.

7. **Consent Bids and Purchases**

Proposed Resolution No. R26-182- Awarding Invitation to Bid No. 26-076B for Annual Supply of Brass Fittings, Pipe Fittings, and Accessories to Core & Main LP, Ferguson Enterprises, LLC, Fortiline, Inc., and STAline Waterworks, Inc., and approving Agreements between the City and each awarded vendor in an annual expenditure not to exceed $750,000 from October 5, 2026 thru October 4, 2031.
Staff recommends approval of Proposed Resolution No. R26-182.

Proposed Resolution No. R26-183- Approve a Single-Source Agreement with the City and Star Controls, Inc. for Supervisory Control and Data Acquisition (SCADA) System Support, Maintenance, and Professional Services, for an Initial Three-Year Term with an Annual Not-to-Exceed Amount of $150,000.00, with Two One-Year Renewal Options at the Same Rates, Subject to Commission Approval of Any Rate Increases at Renewal.
Staff recommends approval of resolution number R26-183.

Approve the annual expenditure and authorize the Mayor to sign the renewal amendments for RFPs/Bids and /or Piggybacks for the procurement of services and/or commodities as described in Exhibit A for October 6, 2026 - "Amendment Request for Bid Extensions and/or Piggybacks."
Staff Recommends Approval of Annual Expenditures

Motion

Commissioner McCray moved to approve the Consent Bids and Purchases. Commissioner Kelley seconded the motion. In a voice vote, 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. 26-028- First Reading, an ordinance of the City Commission of the City of Boynton Beach, Florida, amending Part III, Chapter 1, Article II, "Definitions," to create a Personal Instruction and Consultation Services use classification; and amending Chapter 3, Article IV, "Use Regulations," to amend the Use Matrix and Use Footnotes to establish the zoning districts in which the use is permitted or conditional;

providing for codification; providing for severability; providing for conflicts; and providing for an effective date.
Staff recommends approval of Proposed Ordinance 26-028 at first reading.

Attorney Lamb explained that the proposed ordinance refers to the LDR amendment and that it creates a new text amendment and creates a new class use classification. She noted that it allows for a broader location of where the services can be used. She commented that it calls for personal services, genealogy and for ways to implement these changes within the City.

Vice Mayor Turkin opened public comment. No one came forth to speak. Vice Mayor Turkin closed public comment.

Administrative Coordinator Keysiera Delorme read Proposed Ordinance NO. 26-028 by title into the record.

Motion

Commissioner Kelley moved to approve the Proposed Ordinance No. 26-028. Commissioner McCray seconded the motion. In a roll call vote, the motion passed unanimously.

9. **City Manager's Report**

City Manager Dugger stated that there was a planned presentation from the City's R&D team but that it has been postponed.

Vice Mayor Turkin inquired if it will be presented at the next meeting.

City Manager Dugger said that he has to follow up.

Vice Mayor Turkin said that he thinks it is important to have a City Manager's Report to give to the public.

10. **Regular Agenda**

A. Approve Modification to Development Order (MTDO-2024.03.30856.6), amending the Conditions of Approval (COA) associated with the approved "The Pierce" New Master Plan (MPMD 22-005) and New Major Site Plan Modification (NWSP 22-004) applications.

Administrative Coordinator Keysiera Delorme swore in the witnesses.

Commissioner Cruz stated that she had no ex parte communications regarding this item.

Commissioner Kelley stated she had no ex parte communications regarding this item.

Commissioner McCray stated she had no ex parte communications regarding this item.

Vice Mayor Turkin stated she had no ex parte communications regarding this item.

Planner III Tyler Tornese said that this is a modification to an original development order amending one condition of approval for the project. He said the Pierce Project was approved by the Commission on March 9, 2023. He stated that currently the project is in permitting but that due to issues with constructability and major transmission lines it needs to be amended. He said that the Condition Approval needs to amended because per FPL the proposed lights on Boynton Blvd cannot be installed as the distribution lines are interfering. He also said that the lights that were originally approved are no longer in compliance with FPL's catalog. He commented that staff recommends to approve.

Motion

Commissioner Kelley moved to Approve Modification to Development Order (MTDO-2024.03.30856.6), amending the Conditions of Approval (COA) associated with the approved "The Pierce" New Master Plan (MPMD 22-005) and New Major Site Plan Modification (NWSP 22-004) applications. Commissioner Cruz seconded the motion. In voice vote, the motion passed unanimously.

B. Discussion on the City's Parking Ordinance.
Requested by Commissioner Kelley.

Commissioner Kelley stated that her residents have been expressing concerns with parking in her district. She said that some of the residents are limited by their HOA on modifying their driveway. She commented that residents are parking on public roadways and are being ticketed. She stated that she wanted to bring this matter to the Board to see how they can modify the ordinance.

Deputy City Manager Adam Temple said that they do have some suggestions to present.

Commissioner McCray stated that this issue also affects District II.

Captain Steven Burdelski said that he does not believe that there is one definitive way to rectify the problem. He stated that they could limit street parking between certain hours such as 12:00 A.M. to 6:00 A.M. He commented that this may solve some of the problems but that he thinks that there needs to be a change in the ordinance.

Chief DeGiulio stated that enforcement on District II has been placed on hold. He commented that he does believe there needs to be some change and discussion among the City on changing the current ordinance. He said that they could go back to the way the ordinance was originally written and remove the swale and on-street parking completely. He said that it will be hard for law enforcement to enforce the 12-hour parking.

Commissioner McCray commented that if there is no harm with the parking then officers should just let them be.

Chief DeGiulio said the issue with that is that many residents call to report and enforce the ordinance and that they have to come up with a solution that will be universal.

Vice Mayor Turkin said that the ordinance was brought forth by the Mayor and that he thinks she should have an input. He commented that that he does not want to go back to the way it was because it was not working in the neighborhoods.

City Manger Dugger said that he will setup meetings and have discussion and then report back to the Board with options.

2. **Future Agenda Items**

A. An Ordinance on the censure of City Commission members. **October 20, 2026**

Requested by City Commission consensus.

B. Discussion on procurement policies to provide preferences or a point system for disabled veterans. - **Pending date from City Commission to discuss.**

Requested by Vice Mayor Turkin.

C. Discussion on how to reduce permitting costs for senior citizens. - **Pending date from City Commission to discuss.**

Requested by Vice Mayor Turkin.

12. **Adjournment**

Motion:

Commissioner Kelley moved to adjourn the meeting. Commissioner McCray seconded the motion. The motion passed unanimously.

With no further business to discuss, the meeting was adjourned at 9:12 P.M.

Keysiera Delorme
Administrative Coordinator II, City Clerk's Office

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, October 20, 2026, at 7:30 P.M.

Present:

Mayor Rebecca Shelton
Vice Mayor Thomas Turkin
Commissioner Angela Cruz
Commissioner Mack McCray
Commissioner Aimee Kelley

Daniel Dugger, City Manager
Shawna Lamb, City Attorney
Tammy Stanzione, City Clerk

1. Openings

A. Call to Order - Mayor Rebecca Shelton

Mayor Shelton called the meeting to order at 7:29 P.M.

Roll Call.

City Clerk Tammy Stanzione called the roll. A quorum was present.

Agenda Approval:

1. Additions, Deletions, Corrections

2. Adoption

Mayor Shelton announced that staff had requested that Item 10A be moved from the Regular Agenda to the Public Hearing portion of the meeting and heard as Item 8C, so that the public would have an opportunity to be heard before any action was taken.

Vice Mayor Turkin requested that a discussion of censure pursuant to Robert's Rules of Order be added to the agenda following Item 10D.

There was consensus to add the item as Item 10E.

City Manage Dugger requested that the City Attorney and City Manager presentations, Items 10B and 10C, be moved up and heard as Items 3B and 3C.

Motion:

Commissioner McCray moved to approve the agenda, as amended. Vice Mayor Turkin seconded the motion. In a voice vote, the motion passed unanimously.

2. Other

A. Informational Items by members of the City Commission.

City Commissioners to disclose any informational items to the public.

Commissioner McCray stated that it was a breath of fresh air to see Jay back at the front desk and thanked staff for covering in his absence. He reported that many employees at the East Water Treatment Plant had been promoted from within, and he congratulated City Clerk Stanzione on her promotion.

Commissioner Kelley thanked the Parks Department for their hard work on the fall festival, which was well attended until it was rained out on Saturday.

Vice Mayor Turkin echoed the previous sentiments and reported that he had met with staff for an in-depth review of the City's permitting process. He recommended that his colleagues do the same and noted that permit turnaround times had improved tremendously since 2022.

Commissioner Cruz had no informational items.

Mayor Shelton thanked staff for the senior prom, noting that she received a great deal of positive feedback and that the event drew out residents who rarely leave their homes.

3. Announcements, Community and Special Events And Presentations

A. Announcement of the 2026 Boynton Beach Pirate Fest.

A costumed character portraying Sir Henry Hyde, Earl of Clarendon, announced that the free Boynton Beach Pirate Fest would return downtown on Saturday, October 31, from 12:00 P.M. to 10:00 P.M., and Sunday, November 1, from 12:00 P.M. to 6:00 P.M. He highlighted live entertainment, pirate encampments, mermaids, a parade, trick-or-treating, a costume contest, and a haunted trail on Halloween night.

Mayor Shelton reminded everyone of the Pirate Fest dates and times.

B. Receive the City Attorney's Office FY 2025-26 Year-End Report and conduct the annual performance evaluation of City Attorney Shawna G. Lamb.

Item 10B was heard as Item 3B.

City Attorney Lamb presented the following: Major Accomplishments; Governance & Operations; Legal Memoranda & Opinions; Policy, Land Use & Compliance; Transactional & Real Estate; Advice, Records & Future Recoveries; Litigation & Enforcement: 173 Actions; Expanded Leadership; Risk Management Highlights; Office of the City Clerk; Leadership Impact; The Bottom Line; Value Delivered; Looking Ahead: FY26/27; and Questions.

Commissioner Kelley commented that bringing the City Attorney's Office in-house had proven to be the right decision year after year. She noted that the office was accessible, that staff knew it had their backs, and that placing Risk Management and the Clerk's Office under it helped ensure timely handling of public records requests. She complimented Deputy City Attorney Stacey Weinger, stating that the two made a great team.

Vice Mayor Turkin agreed with Commissioner Kelley, recalling that the move four years earlier had been a risk with an evident reward. He observed that the synergy between the City Attorney's and City Manager's Offices was not seen in every municipality.

Mayor Shelton appreciated their availability, recalling that they were always responsive to her.

Commissioner McCray thanked the office for its hard work, recalling that reaching outside counsel had required numerous phone calls. He thanked City Attorney Lamb for taking over the Clerk's Office and the CRA legal work, which would save approximately $240,000 this year.

Commissioner Cruz echoed the sentiments, noting that the office was always available and provided insightful answers.

City Attorney Lamb stated that she was under the weather and would be leaving the meeting.

City Attorney Lamb departed the meeting at approximately 8:04 P.M.

C. Conduct annual performance evaluation for Daniel Dugger, City Manager.

Item 10C was heard as Item 3C.

Director of Human Resources and Compliance Danielle Whitefield presented the following: Executive Summary: At a Glance; Police; Fire Rescue; Finance & Grants; Development; Building; Public Works; Utilities; Human Resources & Compliance; Innovation and Technology Solutions; Public Affairs; Recreation & Cultural Services; and City Manager Salaries 2026.

City Manager Dugger thanked his team, stating that the one thing he could take credit for was assembling a great staff. He noted that he was not seeking a pay adjustment this year in light of Amendment 3, but requested consensus to increase his procurement threshold from $75,000 to $150,000, his construction threshold from $200,000 to $400,000, and his emergency construction repair threshold to approximately $750,000, explaining that rising costs were inundating the consent agendas and that emergency repairs were otherwise approved in arrears or required a special meeting.

Commissioner McCray commended City Manager Dugger's open door, his recognition of employees, his promotion of staff based on qualifications, and his success in lifting morale and making the Links golf course self-sufficient. He stated that the City was on the right road.

Vice Mayor Turkin observed that the accomplishments reflected City Manager Dugger's leadership in giving staff autonomy and putting the right people in the right places, and that his accessibility had replaced the culture of the prior City Manager's Office. He stated that the City Commission had made the right decision four years earlier.

Regarding the thresholds, Vice Mayor Turkin stated that $150,000 was too high and suggested $125,000, noting that the South County Regional Wastewater Treatment and Disposal Board

had just raised its threshold to $100,000. He asked whether there were comparables for the construction increase.

Procurement Director Andrew Rozwadowski explained that he did not have that information, but that Florida Statutes required formal advertisement above $300,000 and staff could bring it back.

Vice Mayor Turkin agreed and supported the emergency increase from $650,000 to $750,000. He asked how often such emergencies occurred.

City Manager Dugger recalled a piping issue at the Intracoastal and a large force main break on Boynton Beach Boulevard, explaining that such repairs were typically approved in arrears or required an emergency special meeting.

Commissioner McCray stated that he would trust the City Manager with $150,000, noting that the City Commission would still have oversight.

City Manager Dugger noted that he worked closely with Chief Financial Officer Alan Lawson to maintain a lean, efficient organization.

Commissioner Kelley credited City Manager Dugger with providing stability, mentoring staff, improving efficiencies, and turning around morale. She noted that there was always room for improvement and that he should sometimes step back to evaluate what was best for the City. She stated that the City Commission would revisit his salary after November.

Mayor Shelton asked whether anyone wished to make a motion on the threshold changes.

City Attorney Lamb advised that a resolution was historically brought back to change those limits and requested consensus on the final numbers.

Commissioner Kelley stated that they were fine with City Manager Dugger's recommendation.

Mr. Rozwadowski added that more spending controls were in place than ever before.

There was consensus to bring back a resolution increasing the City Manager's approval thresholds for procurement, construction, and emergency construction repairs, as recommended by City Manager Dugger.

4. <u>Public Audience</u>

Cindy Falco DiCorrado wished to come against the curse she felt was spoken over the City during the Pirate Fest announcement. She asked that staff be considerate of other community events, noting that cones had blocked parking during a recent event at the Arts and Cultural Center. She requested benches and barbecue areas at the park beside City Hall for daily use and noted that Forest Park still did not have a park.

Susan Oyer suggested that the City or the CRA purchase an empty lot in Forest Park for a pocket park. She requested that the Betty Thomas Park basketball court lights remain on until at least 9:00 P.M. on weekdays and later on weekends.

Harry Woodworth spoke on Item 10D, thanking the City Commission for continuing the dialogue on Flock. He stated that Flock had been less than transparent about its data practices and urged the City to hold public meetings before purchasing any technology that affects residents' lives.

There were no online public comments.

Mayor Shelton closed Public Audience.

5. Administrative

A. Proposed Resolution No. R26-184- Appointing a City of Boynton Beach Elected Official to the local Affordable Housing Advisory Committee (AHAC) pursuant to section 420.9076, Florida Statutes, State Housing Initiatives Partnership Program. The current representative is former Commissioner Woodrow Hay, and the alternate is Commissioner Angela Cruz.

Staff recommends approval of Proposed Resolution No. R26-184.

Community Improvement Manager RJ Ramirez explained that the Affordable Housing Advisory Committee was tied to the State Housing Initiatives Partnership (SHIP) grant, and that Florida Statutes required a City Commission member to attend a couple of meetings and workshops each year. He noted that former Commissioner Hay had usually attended and that Commissioner Cruz was the alternate.

Vice Mayor Turkin asked whether Commissioner Cruz, as the alternate, was interested in serving as the primary.

Commissioner Cruz responded that, due to time constraints with her day job, she would not be able to serve as the primary, but noted that the meetings she attended were very informational and that she was open to remaining the alternate.

Commissioner McCray asked when and where the meetings were held.

Mr. Ramirez explained that there were two online workshops and one in-person meeting per year at City Hall, that the meeting typically lasted about half an hour.

Commissioner Cruz noted they meetings could run up to two and a half hours, and that it was held during the middle of the day.

Commissioner McCray volunteered to serve, asking that staff give him adequate notice.

Motion:

Commissioner Kelley moved to approve Proposed Resolution No. R26-184, selecting Commissioner McCray as the primary representative and Commissioner Cruz as the alternate. Vice Mayor Turkin seconded the motion. In a voice vote, the motion passed unanimously.

B. Advisory Board Appointments.

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

Mayor Shelton stated that there was one application for the Art Advisory Board, with one regular position and one alternate position available, and that the nomination belonged to Commissioner McCray.

Motion:

Commissioner McCray moved to appoint Eric Pima to the Art Advisory Board. Commissioner Kelley seconded the motion. In a voice vote, the motion passed unanimously.

Mayor Shelton stated that there were two applications for the Education and Youth Advisory Board, with one alternate position and two student positions available, and that because both applicants were non-students only the alternate seat was open to them. The nomination belonged to Commissioner Kelley.

Commissioner Kelley stated that she would table her appointment because she believed that one of the applicants did not reside in the City.

Motion:

Commissioner Kelley moved to table the Education and Youth Advisory Board appointment. Commissioner Cruz seconded the motion. In a voice vote, the motion passed unanimously.
Mayor Shelton stated that there were four applications for the Senior Advisory Board, with one alternate position available, and that the nomination belonged to Commissioner McCray.

Motion:

Commissioner McCray moved to appoint Ann Cwynar as an alternate member to the Senior Advisory Board. Vice Mayor Turkin seconded the motion. In a voice vote, the motion passed unanimously.

Mayor Shelton thanked Ms. Cwynar for attending the meeting.

6. Consent Agenda

A. Proposed Resolution No. R26-157- Ratifying the submission of an application for the FY26-27 Human Trafficking Grant Program - Law Enforcement Technology through the

Florida Alliance to End Human Trafficking in the amount of $299,109.00 and authorizing the City to accept the grant, if awarded, authorizing the Mayor, City Manager and/or Police Chief to execute all future documents associated with the grant, subject to review by the City Attorney's office. Staff recommends approval of Proposed Resolution No. R26-157.

B. Proposed Resolution No. R26-185- Ratifying the submission of the application for the Florida Department of Transportation's Fiscal Year 2027 Highway Traffic Safety Concept Paper for the Occupant Protection Project, submitted on February 26, 2026, authorizing the City to accept the $25,000 grant, and authorizing the Mayor, City Manager, and Police Chief to execute all future documents associated with the Grant, subject to review by the City Attorney's office. Staff recommends approval of Proposed Resolution No. R26-185.

C. Proposed Resolution No. R26-186- Ratifying the submission of the Florida Department of Transportation's Fiscal Year 2027 Highway Traffic Safety Concept Paper for the Work Zone Safety Initiative, submitted on February 26, 2026, authorizing the City to accept the $25,000 grant, and authorizing the Mayor, City Manager, and Police Chief to execute all future documents associated with the grant, subject to review by the City Attorney's office. Staff recommends approval of Proposed Resolution No. R26-186.

D. Proposed Resolution No. R26-187- Approving an Interlocal Agreement with Palm Beach County for Public Safety Radio System Services with a term of five years, retroactive to November 17, 2025 governing the City's participation in and use of Palm Beach County's 800 MHz Public Safety Radio System. Staff recommends approval of Proposed Resolution No. R26-187.

E. Proposed Resolution No. R26-188- Approving the License Agreement for Use of County-Owned Property with Palm Beach County for Public Safety Radio Communications Rack Space. Staff recommends approval of Proposed Resolution No. R26-188.

F. Proposed Resolution No. R26-189- Authorizing the acceptance of ownership of two (2) solar canopy structures at Oceanfront Park from Florida Power & Light Company through a Quit Claim Bill of Sale; authorizing the Mayor to execute the Quit Claim Bill of Sale and any related documents. Staff recommends approval of Proposed Resolution No. R26-189.

Vice Mayor Turkin requested to pull Item 6A.

Motion:

Commissioner Kelley moved to approve the remainder of the Consent Agenda. Vice Mayor Turkin seconded the motion. In a voice vote, the motion passed unanimously.

Vice Mayor Turkin highlighted that human trafficking was often right in the community's own backyard without residents hearing about it, and asked Police Chief DeGiulio to provide an overview of how the grant helps.

Police Chief DeGiulio explained that, two years earlier, the Department did not have an exploitation unit and the Detective Bureau handled those cases, which required specialization and specialized equipment, and reported that the Department was tracking almost 50 percent more cases brought to conclusion this year.

Assistant Chief John Kautz further explained that the funding would directly support specialized digital forensic software subscriptions, a dedicated forensic processing workstation, secure network storage, remote access capability, and additional covert investigative equipment.

Vice Mayor Turkin noted that predators often lure children through online platforms, and suggested an outreach and educational component for parents, whether through these funds or separately, and it was noted that the topic could be added to the community meetings.

Motion:

Vice Mayor Turkin moved to approve Proposed Resolution No. R26-157. Commissioner McCray seconded the motion. In a voice vote, the motion passed unanimously.

7. Consent Bids and Purchases

A. Proposed Resolution No. R26-190- A Resolution of the City Commission of the City of Boynton Beach, Florida, approving a piggyback agreement with International Sweeping, Inc., d/b/a Facilities Pro-Sweep for street sweeping services, utilizing the competitively solicited City of Palm Beach Gardens Invitation to Bid No. ITB2026-180, pursuant to Section IX.8 of the City's Purchasing Policy; for a five-year term commencing October 1, 2026 and ending September 30, 2031, with an annual expenditure not to exceed $200,000; authorizing the Mayor to execute the agreement; and providing an effective date.
Staff recommends approval of Proposed Resolution No. R26-190.

B. Proposed Resolution No. R26-191- A Resolution of the City Commission of the City of Boynton Beach, Florida, approving a Piggyback Agreement between the City and T-Mobile USA, Inc. for Mobile Communication Services (including cellular voice and data services, devices, accessories, and related telecommunications services), utilizing the State of Florida Department of Management Services Contract No. DMS-19/20-006B, which was competitively procured by the State through an Invitation to Negotiate and renewed through August 3, 2031; authorizing an annual expenditure in an amount not to exceed $30,000.00 with a total contract expenditure in an amount not to exceed $150,000.00; for a term commencing upon full execution by both parties and continuing through August 3, 2031, subject to the continued validity or extension of the underlying State contract; and providing an effective date. Staff recommends approval of Proposed Resolution No. R26-191.

C. Proposed Resolution No. R26-192- Approving a single source purchase from Placer Labs, Inc. (d/b/a Placer.ai) pursuant to Section IX of the City's Purchasing Policy Manual, and approving an Amendment to Order Form renewing the City's location analytics software subscription for an Additional Term of one (1) year, commencing October 21, 2026, and ending October 20, 2027, at an annual fee of $42,000 with no increase from the current

Initial Term fee, for a cumulative total expenditure of $84,000. Staff recommends approval of Proposed Resolution No. R26-192.

D. Proposed Resolution No. R26-193- Approve Agreement No. 26-108SS between the City of Boynton Beach and Matrix Enterprise Holdings, LLC d/b/a Matrix Imaging Solutions, LLC (f/k/a DataProse, LLC) engaging Matrix directly as prime contractor for data processing, printing, mail finishing, and electronic delivery of utility bills and related Business Tax Receipt customer communications, for an initial three-year term with two one-year renewal options and an annual amount not to exceed $320,000; authorize the City Manager, or designee, to execute Agreement No. 26-108SS; and approve this award as a Single Source purchase under Section IX of the Purchasing Policy Manual. Staff recommends approval of Proposed Resolution No. R26-193.

E. Proposed Resolution No. R26-194- Approve Amendment No. 1 to the Services Agreement between the City of Boynton Beach and Catalis Payments, LLC (f/k/a Bill2Pay, LLC), originally authorized by Resolution No. R24-177 and amended by Resolution No. R25-069, to (1) remove Exhibit E and all subcontractor obligations of Matrix Enterprise Holdings, LLC d/b/a Matrix Imaging Solutions, LLC (f/k/a DataProse, LLC); (2) remove the Sub-Merchant Agreement from Exhibit D; (3) restate the E-Payment, implementation, and lockbox fee schedules; (4) add Public Entity Crime Act and Prohibited Telecommunications Equipment certifications; and (5) reduce the annual not-to-exceed amount from $420,000 to $100,000; and authorize the City Manager, or designee, to execute Amendment No. 1; and approve the continuation of this reduced scope of services with Catalis Payments, LLC as a Single Source purchase under Section IX of the Purchasing Policy Manual. Staff recommends approval of Proposed Resolution No. R26-194.

F. Proposed Resolution No. R26-195- Approve the Second Amendment to Task Order No. UT-1A-02 with Carollo Engineers, Inc. for Wells 4-5 and 7-8 Electrical and Standby Power Improvements, to Provide Additional Engineering and Construction Support Services in the Not-to-Exceed Amount of $38,211.00, Increasing the Total Task Order Amount to $436,043.00. Staff recommends approval of Proposed Resolution No. R26-195.

G. Proposed Resolution No. R26-196- Approve Piggyback Agreement No. 26-109PB with SPATCO Energy Solutions, LLC for Fuel & Tank Cleaning/Inspection Services, pursuant to the Piggyback Exemption in Section IX.8 of the Purchasing Policy, utilizing Lee County Solicitation No. B220376LLP, in an annual amount not to exceed $50,000 (total not to exceed $100,000 if the renewal is exercised). Staff recommends approval of Proposed Resolution No. R26-196.

Commissioner McCray requested to pull Item 7A.

Motion:

Commissioner Kelley moved to approve the remainder of Consent Bids and Purchases. Commissioner Cruz seconded the motion. In a voice vote, the motion passed unanimously.

Commissioner McCray asked when and where street sweeping took place in District 2.

Public Works Director Kevin Ramsey explained that the Citywide program covered 118 miles of common area plus an additional 10 miles per week on a rotational schedule in the backup, that the sweepers were GPS-tracked, and that the District 2 areas, including Rolling Green, Ridgewood Hills Estates, Boynton Hills, and Skylake, were swept on rotating dates.

Commissioner McCray remarked that he had never seen the sweepers on his street, and the Public Works Director responded that sweeping was done while residents were asleep.

Commissioner McCray stated that he wanted to make sure that the sweeping was Citywide and not just for events, and that he was okay to approve the item.

Motion:

Commissioner McCray moved to approve Proposed Resolution No. R26-190. Commissioner Cruz seconded the motion. In a voice vote, the motion passed unanimously.

8. Public Hearing

A. Proposed Ordinance No. 26-029- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, Amending Code of Ordinances Part III, Land Development Regulations, Chapter 1, "General Administration." Article II, "Definitions," to Add and Amend Definitions Related to Manufactured Buildings, Manufactured Homes, Mobile Homes, Mobile/Manufactured Home Parks, and Offsite-Constructed Residential Dwellings; Amending Chapter 2 "Land Development Process," Article III "Engineering Services," Section 2 "Subdivision and Platting"; Amending Chapter 3 "Zoning," Article II "General Provisions," Section 8 "Temporary Buildings and Collection Sites," Article III "Zoning Districts and Overlay Zones," Section 2 "Residential Districts," to Update the R-3 Multi-Family Residential District and the MHPD Mobile Home Planned Development District; Article IV "Use Regulations," Section 3 "Use Regulations," D. "Use Matrix" to Rename "Manufactured Home" as "Manufactured Home/Mobile Home" as a Specific Use; and E. "Use Footnotes" to Include a New Footnote 38 Applicable to Single-Family Residential (Detached) Dwellings and Manufactured Homes/Mobile Homes; Providing for Codification; Providing for Severability; Providing for Conflicts; and Providing for an Effective Date.

Staff recommends approval of Proposed Ordinance No. 26-029 on First Reading.

City Clerk Stanzione read Proposed Ordinance No. 26-029 by title into the record.

Planning and Zoning staff member Litza Sabio presented the following: Project Overview; Understanding What The New Law Covers; Summary of Effects; and Staff's Recommendation.

Vice Mayor Turkin asked whether the amendment was just to comply with the Florida Building Code and state law.

Director of Development Amanda Radigan confirmed that changes were required to both the building chapter and the Land Development Regulations, and that every municipality not already in compliance was doing the same.

Mayor Shelton opened public comment.

Harry Woodworth asked whether the skirting requirement was part of the state law.

Staff responded that it was something the City added, but that it applied to all single-family houses.

Mr. Woodworth explained that his parents were in the RV and mobile home business for 40 years and that he had installed hundreds of units, cautioning that skirting would blow off in the wind and urging staff to look into the requirement.

Interim Director of Planning and Zoning Gabe Sevigny clarified that the skirting requirements were standard and already in the City's code for existing mobile home parks, and that, to avoid treating single-family detached homes and manufactured homes differently, any unit elevated off the ground would have to be skirted.

Mayor Shelton closed public comment.

Motion:

Commissioner Kelley unclear moved to approve Proposed Ordinance No. 26-029 on first reading. Commissioner McCray seconded the motion. In a roll call vote, the motion passed unanimously.

B. Proposed Ordinance No. 26-030- First Reading, An Ordinance of The City Commission of the City of Boynton Beach, Florida Amending Chapter 2 "Administration," Article IV "Purchasing and Consultants," of the City's Code of Ordinances By Creating a New Section 2-62 "Veteran Business Enterprise Preference," to Establish a Procurement Preference for Certified Veteran Business Enterprises; Providing for Codification; Providing for Severability; Providing for Conflicts; and Providing for an Effective Date. Staff recommends approval of Proposed Ordinance No. 26-030 on First Reading.

City Clerk Stanzione read Proposed Ordinance No. 26-030 by title into the record.

Procurement Director Andrew Rozwadowski presented the following: Why This Ordinance; How To Qualify; How The Preference Works; Stacks With Other Preferences; Where It Does Not Apply; and Safeguards and Next Steps.

Vice Mayor Turkin thanked staff and the City Attorney's Office for their due diligence and for working quickly to finish before Veterans Day, noting that other municipalities did not have such a preference.

Mayor Shelton opened public comment.

Former City Commissioner Woodrow Hay stated that he had the utmost respect for veterans, and asked how the ordinance compared with minority vendors and whether veterans would now be given an edge over minority businesses that qualified just as veterans did.

Vice Mayor Turkin responded that veterans' preference was not DEI, noting that veterans had risked their lives to defend their country and that the state legislature had recognized that distinction.

Mr. Hay stated that he was not arguing and wanted to do the utmost for veterans, but did not want the City to get into legal trouble.

Mr. Rozwadowski explained that, for federal grants, 2 CFR Part 200 already required the City to conduct outreach to minority, small, women-owned, and veteran businesses, which it did. Commissioner Cruz asked whether the intent was to prioritize Boynton Beach veterans or all veterans regardless of where they lived in Florida.

Mr. Rozwadowski responded that the intent was to prioritize any veteran, and that the example showed how the preference would stack with the local business preference. He clarified that vendors must register through the Office of Supplier Diversity, and that staff would verify certification at intake and again before award.

Deputy City Attorney Weinger explained that the City had multiple preferences, such as the small business and veteran preferences, that were intended to stack, and noted that, regarding any preference for women and minority businesses, there was something currently on the books that the office was looking at repealing by ordinance to comply with state law.

Motion:

Vice Mayor Turkin moved to approve Proposed Ordinance No. 26-030 on first reading. Commissioner Kelley seconded the motion. In a roll call vote, the motion passed unanimously.

> C. Proposed Ordinance No. 26-028- Second Reading, an ordinance of the City Commission of the City of Boynton Beach, Florida, amending Part III, Chapter 1, Article II, "Definitions," to create a Personal Instruction and Consultation Services use classification; and amending Chapter 3, Article IV, "Use Regulations," to amend the Use Matrix and Use Footnotes to establish the zoning districts in which the use is permitted or conditional; providing for codification; providing for severability; providing for conflicts; and providing for an effective date. Staff recommends approval of Proposed Ordinance No. 26-028 on Second Reading.

Item 10A was heard as Item 8C.

City Clerk Stanzione read Proposed Ordinance No. 26-028 by title into the record.

Mr. Sevigny confirmed that there had been no changes since first reading.

Mayor Shelton opened public comment. No one came forth to speak, and there were no online comments. Mayor Shelton closed public comment.

Motion:

Commissioner Cruz moved to approve Proposed Ordinance No. 26-028 on second reading. Commissioner McCray seconded the motion. In a roll call vote, the motion passed unanimously.

9. City Manager's Report

A. Presentation by Mirna Crompton, Division Director of Grants, on the current status of the City's grants and appropriations program.
On behalf of City Manager Dan Dugger.

City Manager Dugger requested that the item be tabled to the next meeting.
Commissioner McCray agreed, noting that City Manager's Report items kept being moved, and staff confirmed that the item would not be moved again.

Motion:

Commissioner Kelley moved to table Item 9A. Commissioner McCray seconded the motion. The motion passed unanimously.

10. Regular Agenda

A. Proposed Ordinance No. 26-028- Second Reading, an ordinance of the City Commission of the City of Boynton Beach, Florida, amending Part III, Chapter 1, Article II, "Definitions," to create a Personal Instruction and Consultation Services use classification; and amending Chapter 3, Article IV, "Use Regulations," to amend the Use Matrix and Use Footnotes to establish the zoning districts in which the use is permitted or conditional; providing for codification; providing for severability; providing for conflicts; and providing for an effective date.

Item 10A was heard as Item 8C.

B. Receive the City Attorney's Office FY 2025-26 Year-End Report and conduct the annual performance evaluation of City Attorney Shawna G. Lamb.

Item 10B was heard as Item 3B.

C. Conduct annual performance evaluation for Daniel Dugger, City Manager.

Item 10C was heard as Item 3C.

D. Receive a presentation and discuss the City's existing agreements with Flock Safety, review options identified by the City Attorney's Office concerning those agreements, discuss the Police Department's operational use of ALPR technology, and provide

direction regarding continuation, modification, replacement, or discontinuation of the ALPR program. Direction requested by consensus of City Commission.

Police Chief DeGiulio introduced the item as a joint presentation with the City Attorney's Office. Deputy City Attorney Weinger explained that, at the City Commission's request, a memo was sent on October 12 identifying six basic options regarding the existing Flock contracts. She noted that the main Flock agreement runs through November 2027, that some supplemental order forms run beyond that date, that all contain a non-appropriation clause, and that the Police Department wished to separate gunshot detection, which was included in that order, from any termination discussion.

Deputy City Attorney Weinger reviewed the options as follows: continue as is; continue with contract changes, which Flock had no obligation to accept; an operational pause while the City continued to pay; negotiating a standstill of both service and fees; non-renewal when the terms expire; and termination for non-appropriation of funding, which requires 30 days notice, specific findings, and a resolution. She added that the City could also ask Flock about a mutual termination.

Chief DeGiulio explained that his comparative analysis of four vendors found comparable core capabilities, and cautioned that a new ALPR system would require a ramp-up period of roughly 12 to 13 weeks if all went well, noting that the original Flock implementation took 302 days.

Commissioner Kelley stated that she was done with Flock and would end it that night if the City could maintain the Real Time Crime Center, but recognized that this was not reasonable. She noted that termination for non-appropriation did not make sense when switching vendors, since any new system would need funding, and asked for the Chief’s recommendation.

Chief DeGiulio stated that he preferred non-renewal, which would allow time for procurement and deployment so that the next vendor would be in place when the contract expires.

Commissioner Kelley noted that some contracts extended into fiscal years 2028 and 2029 and asked how to set a firm, earlier end date.

Deputy City Attorney Weinger explained that the master agreement and most cameras expire in November 2027, and recommended first approaching Flock about the smaller supplemental order forms. If Flock was not amenable, the City could pursue non-appropriation for those order forms through a narrowly tailored finding.

Commissioner Kelley asked the Chief to review the camera locations and consider an operational pause on a portion of them, stating that the cameras were invasive and that reducing them would limit data collection.

Chief DeGiulio explained that most of the 38 deployed cameras covered major entry points to the City, including I-95, and agreed to review the locations.
Commissioner McCray stated that he would follow Commissioner Kelley’s lead.

Vice Mayor Turkin supported ending Flock, recalling that the Chapel Hill neighborhood had requested an LPR camera and later had it removed once residents saw the extent of the surveillance. He agreed with scaling down, emphasizing that it was the officers doing the good work, and thanked the Chief for collaborating with the community.

Commissioner Cruz agreed with non-renewal and reducing the number of cameras, possibly in coordination with the district commissioners.

Deputy City Attorney Weinger confirmed that staff would proceed accordingly, noting that because the Boynton Beach Police Department wished to keep gunshot detection, an amendment or new order would come back to the City Commission.
There was consensus to direct staff to proceed with non-renewal of the Flock agreements, approach Flock regarding the outstanding supplemental order forms, and review reducing the number of cameras in use.

E. Discussion of censure pursuant to Robert's Rules of Order.

Item 10E was added to the agenda during Agenda Approval.

Vice Mayor Turkin brought a motion to censure Commissioner Angela Cruz under Robert's Rules of Order on two grounds: failure to respond in good faith to a public records request under Chapter 119, Florida Statutes, and her conduct toward the City Manager at the August 25, 2026 meeting. He stated that he was the requester, that he was not seeking to resolve a personal grievance, and that he did not intend to file the civil action available to him under Chapter 119.

Vice Mayor Turkin explained that the request was submitted August 7 and clarified August 10; that on August 28 he received a written summary of phone calls rather than an objective call record; that follow-up requests on September 2 and 3 produced a written summary of text messages; and that there had been no further response. He stated that Chapter 119 required the record, a statement that none exists, or a withholding with its statutory basis, and that he had received none of those. He noted that any fee award would fall on the City's taxpayers.
Regarding the second ground, Vice Mayor Turkin stated that Commissioner Cruz had admonished the City Manager from the dais, in front of his subordinates, over a statement made by a member of the public, which did not meet Robert's Rules standards of decorum.
Vice Mayor Turkin clarified that he was not alleging any knowing violation and that censure carried no penalty. He noted for the record that the City-issued phone had been referred to as a spy phone, and stated that no device made a public record private.

Motion:

Vice Mayor Turkin moved that the City Commission adopt a resolution censuring Commissioner Angela Cruz for failure to respond in good faith, as required by Chapter 119, Florida Statutes, to public records requests submitted August 7 and 10 and follow-up requests on September 2 and 3, and for her conduct toward the City Manager at the August 25, 2026 meeting, constituting a breach of decorum under Robert's Rules of Order and conduct unbecoming a member of the City Commission; that the censure be limited to an expression of disapproval, carry no penalty,

and not constitute a finding that any violation was knowing or willful; and that the City Attorney prepare a resolution consistent with the motion for execution by the Mayor and attestation by the City Clerk.

Commissioner Cruz requested legal counsel and a full record of the claims, stating that she had submitted screenshots of all her text messages to her aide, who submitted the response. She objected that there had been no prior discussion or agenda notice that the item concerned a member of the City Commission.

Vice Mayor Turkin clarified that the issue was the call logs, not the text messages, and stated that because censure carried no civil or criminal action, he did not see an entitlement to an attorney.

Following an exchange in which Commissioner Cruz suggested that other members could also face censure, Mayor Shelton directed that discussion remain on the item, noting that other matters could be added to a future agenda.

Mayor Shelton asked for legal advice.

Deputy City Attorney Weinger explained that a censure motion is a debatable, amendable main motion requiring a second and a majority vote, and that Commissioner Cruz must be given the opportunity to respond. She noted that the options included a second, a motion to postpone, or referral to the City Attorney's Office for a future agenda, and that she had not heard a second.

Commissioner Cruz requested a copy of all claims and asked that the item be tabled so that members could meet individually with legal, stating that this was the first she had heard of it and that what was read was legal advice.

Vice Mayor Turkin responded that he had drafted the statement himself and that no legal advice was involved.

Deputy City Attorney Weinger advised that a motion to postpone could be made.

Commissioner McCray moved to table the item, explaining that he did not want to see members of the City Commission fighting publicly and wanted full disclosure first.

Vice Mayor Turkin stated that he just wanted the public records request filled.
Commissioner Cruz reiterated her request for a record of all claims, allegations, and printouts.

Mayor Shelton passed the gavel and seconded Commissioner McCray's motion.

Motion:

Commissioner McCray moved to table Item 10E. Mayor Shelton seconded the motion. In a voice vote, the motion passed unanimously.

11. Future Agenda Items

A. An Ordinance on the censure of City Commission members. - TBD. Requested by City Commission consensus.

B. Discussion on how to reduce permitting costs for senior citizens. - Pending date from City Commission to discuss. Requested by Vice Mayor Turkin.

C. Discussion of proposed changes to the parking ordinance. - December 15, 2026. Requested by City Commission consensus.

Mayor Shelton requested that an Airbnb noise ordinance be added as a future agenda item, to be discussed before the holidays, when Airbnb activity tends to increase.

12. Adjournment

Motion:

Commissioner McCray moved to adjourn the meeting. Commissioner Kelley seconded the motion. In a voice vote, the motion passed unanimously.

With no further business to discuss, the meeting was adjourned at 9:39 P.M.

CITY OF BOYNTON BEACH
ATTEST:

_____
Tammy Stanzione, CMC
City Clerk

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/ 1/2026

Proposed Resolution No. R26-219- Approve an amendment to the City's existing contract with Peregrine Technologies, Inc. (Resolution No. R26-027), which provides the software behind the Police Department's Real Time Crime Center for additional services in the amount of $459,556, which is 100% grant-funded by the state's Local Law Enforcement Immigration Grant Program (Resolution No. R26-082).

Requested Action: Staff recommends approval of Proposed Resolution No. R26-219.

Explanation of Request: The City Commission previously approved Resolution No. R26-027, authorizing the sole-source purchase of Peregrine Technologies, Inc. software licenses for the Police Department, effective February 1, 2026, with two optional renewal years. Modification No. 1 adds the following to the Peregrine platform: Axon Fleet 3, a standard ALPR integration subject to the written approval of the Chief of Police, PIDAS Legacy RMS, and Peregrine Pro. The Modification also incorporates Appendix C, the Peregrine Assistant Addendum, which governs the Department’s use of Peregrine Pro’s AI Assistant features and includes data protection, no training on City data, and use restrictions.

The Contract Year 2 fee of $583,156 is due no later than January 31, 2027. It includes $123,600 for the original integrations, funded by the Traffic Fund, and $459,556 for two years of the additional integrations (February 1, 2027 through January 31, 2029), funded 100% by the Local Law Enforcement Immigration Grant Program (Resolution No. R26-082). The Contract Year 3 fee of $127,300 for the original integrations is due within 30 days of February 1, 2028. The Modification converts Contract Years 2 and 3 from optional renewals to committed terms, subject to non-appropriation, so the original services and the grant-funded integrations both run through January 31, 2029. The total not to exceed through Contract Year 3 is $830,456, inclusive of the amounts previously approved.

The Modification also sets pricing for two optional years (Contract Years 4 and 5), with or without the additional integrations. This item does not approve those years, and any exercise would return to the Commission for approval.

How will this affect city programs or services?

This Modification will enhance the Boynton Beach Police Department's capabilities within the Real Time Crime Center, while supporting investigations and calls for service within our community.

Budgeted Item: Yes

Account Line Item and Description:

Funding for FY 2026/2027 will be supported through the following allocations:

Traffic Fund:

Software Maintenance 103-2110-521-46-91: $123,600.00

Grant Funded:

Software Maintenance 105-3961-521-46-91 $459,556

Future fiscal years FY 2027/2028 will be budgeted accordingly to ensure continuity of service.

Procurement Methodology Bids and Purchases Only: Peregrine Technologies, Inc. is the sole source for this purchase under Purchasing Policy Manual Sec. IX(5). The City Commission approved the original sole source purchase of the Peregrine platform by Resolution R26-027 (effective February 1, 2026), and Modification No. 1 extends that same installed, proprietary platform the data integrations and Peregrine Pro features it adds can be built and licensed only by Peregrine as the platform's developer. No other vendor can perform this work on the City's system.

Procurement Services completed an independent sole source review (Determination Memo SS-20261025-685, attached) and verified the claim: the developer sells direct, no cooperative or competitive channel can modify the City's platform instance, and alternative platforms in the market would require full replacement of the operating Real Time Crime Center rather than this modification. Vendor standing was verified with evidence on file: Sunbiz ACTIVE with the 2026 annual report filed, no listing on the Florida Convicted or Discriminatory Vendor Lists (Sections 287.133/287.134, Florida Statutes), and no exclusion record on SAM.gov.

Pricing was determined fair and reasonable by price analysis (Price Reasonableness Determination, attached). The City's negotiated cost of approximately $291,578 per year all-in including the Peregrine Pro AI Assistant and two prepaid years of the new integrations — is below Peregrine's published GSA Schedule list price for the smallest platform tier alone ($330,780 per year; Peregrine Pro separately lists at $1,481,108 per year). The City's Year 1 pricing was previously negotiated from $160,000 to $120,000. Option years are not automatic, are priced as fixed amounts, and preserve the City's choice between the original scope and the expanded package.

Fiscal Impact:

Initial Term: $583,156 due no later than January 31, 2027

(Includes $123,600 original contract integrations + $459,556 (Grant Funded) for two years of additional integrations, 2/1/27–1/31/29)

Original Contract Data Integrations Fee: $127,300 due within 30 days of February 1, 2028

Total contract amount $710,456.00

Option Year 4 – Existing Only: $131,119 due within 30 days of February 1, 2029

Option Year 4 – Existing plus IGP: $367,790 due within 30 days of February 1, 2029

Option Year 5 – Existing Only: $135,052 due within 30 days of February 1, 2030

Option Year 5 – Existing plus IGP: $378,828 due within 30 days of February 1, 2030

Attachments:
R26-219 Resolution for Peregrine Modification No 1.docx
Peregrine Modification No 1 clean 2026.11.13.pdf
R26-027.pdf
BBPD Peregrine_Sole_Source_Justification-CCS).pdf
Sole-Single Source Justification Peregrine Letter.pdf
Sole_Source_Determination_Memo_Peregrine_Mod1_2026-10-25 (4).pdf
Disclosures for Peregrine Modification No 1 Rev. 11.16.26.docx

RESOLUTION NO. R26-219

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING MODIFICATION NO. 1 TO THE AGREEMENT WITH PEREGRINE TECHNOLOGIES, INC., APPROVED BY RESOLUTION NO. R26-027, FOR THE POLICE DEPARTMENT'S REAL TIME CRIME CENTER SOFTWARE, FOR ADDITIONAL SERVICES IN THE AMOUNT OF $459,556, FUNDED BY THE LOCAL LAW ENFORCEMENT IMMIGRATION GRANT PROGRAM; AND FOR ALL OTHER PURPOSES.

WHEREAS, on February 17, 2026, the City Commission approved Resolution No. R26-027 approving the sole source purchase of software licenses from Peregrine Technologies, Inc. ("Vendor") for an initial term through January 31, 2027, with two optional annual renewal terms, in a total amount not to exceed $370,900; and

WHEREAS, the City Commission approved Resolution No. R26-082 authorizing the Police Department to apply for funding under the State's Local Law Enforcement Immigration Grant Program, and the City was awarded a grant in the amount of $545,668, fully executed on August 11, 2026, to fund additional services from the Vendor; and

WHEREAS, Modification No. 1 amends the original Customer Order Form & Scope of Services to add the following to the Peregrine platform: Axon Fleet 3, a standard ALPR integration subject to the written approval of the Chief of Police, PIDAS Legacy RMS, and Peregrine Pro; and

WHEREAS, the Modification also incorporates Appendix C, the Peregrine Assistant Addendum, governing the Police Department's use of Peregrine Pro's AI Assistant features, including data protection, no-training-on-customer-data, and usage restriction provisions, and confirms that the City's Addendum Additional Terms – Software/SaaS remains part of the Agreement; and

WHEREAS, the additional integrations increase the service fee under the Agreement. The Contract Year 2 fee, due no later than January 31, 2027, is $583,156, which includes $123,600 for the original contract integrations, funded by the Traffic Fund, and $459,556 for two years of the additional integrations (February 1, 2027 through January 31, 2029), funded 100% by the grant. The Contract Year 3 fee of $127,300, covering the original contract integrations, is due within 30 days of February 1, 2028; and

WHEREAS, the Modification converts Contract Years 2 and 3, which were optional renewal terms under Resolution No. R26-027, into committed terms, subject to non-appropriation, so that the original services and the grant-funded integrations both run through January 31, 2029; and

WHEREAS, the Modification also sets pricing for two additional optional annual terms (Contract Years 4 and 5). This Resolution does not approve the exercise of either optional term, and any exercise will be brought to the City Commission for approval; 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 Modification No. 1 to the Sole Source Agreement with Peregrine Technologies, Inc., for Police Department Real Time Crime Center Software, for a total amount not to exceed $830,456 through Contract Year 3.

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 Modification No. 1 to the Sole Source Agreement with Peregrine Technologies, Inc., for Police Department Real Time Crime Center Software (the "Modification"), in form and substance similar to that attached as Exhibit A, for a total amount not to exceed $830,456 through Contract Year 3, inclusive of the amounts previously approved by Resolution No. R26-027.

SECTION 3. The City Commission does not approve the exercise of the optional annual terms for Contract Years 4 and 5 set forth in the Modification. Any exercise of those optional terms shall require separate approval by the City Commission.

SECTION 4. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Modification. The Mayor is further authorized to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 5. The City Clerk shall retain the fully executed Modification as a public record of the City. A copy of the fully executed Modification shall be provided to Deputy Chief of Police Matthew Zeller to forward to the Vendor.

SECTION 6. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-219

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice-Mayor – Thomas Turkin	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Tammy Stanzione, CMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

MODIFICATION NO. 1 TO PEREGRINE CUSTOMER ORDER FORM & SCOPE OF SERVICES

Customer Information	
Customer Name: Boynton Beach Police Department	**Contact:** AC Jack Dale
Address: 2100 Highridge Road, Boynton Beach, FL 33426	**Phone:** (561) 742-6100
Email: dalej@bbfl.us	**Customer invoice email:**

Effective Date of the Agreement: February 1, 2026

Effective Date of this Modification: The date last signed by the parties following City Commission approval

Amended Terms:

This Modification is effective on the date last signed by the parties following City Commission approval. This is a Modification to the Peregrine Customer Order Form & Scope of Services dated February 1, 2026, including the Peregrine Customer Terms and Conditions and the Addendum Additional Terms – Software/SaaS attached thereto (collectively, the "Agreement"), originally executed by and between Peregrine and Customer. Unless otherwise defined in this Modification, all capitalized terms used in this Modification will have the definitions ascribed to them in the Agreement. The parties agree as follows:

Service Fee. The Parties further agree that the additional integrations prescribed below shall modify the fee schedule. Accordingly, the service fee under the Agreement shall be adjusted as follows:

a. $120,000 within 30 days of the Effective Date of the Agreement (February 1, 2026) (paid)

b. $583,156 due no later than January 31, 2027*

c. $127,300 due within 30 days of February 1, 2028**

*This fee includes $123,600 for original contract integrations and $459,556 for two years (2/1/27 – 1/31/29) of new additional integrations, as listed below.

** $127,300 due within 30 days of February 1, 2028. This fee includes the original contract data integrations.

Option Periods: Contract Years 2 and 3 are committed terms of the Agreement, subject only to the Non-Appropriation; Refunds section below. In addition, the Customer has the option to continue use of the Service for up to two (2) optional annual terms for one of the scenarios below. These Option Periods are not automatically renewed and require notification by the Customer to exercise them.

For avoidance of doubt, the Customer shall exercise only one set of Option Years per year: either the Option Year with the original data integrations, dated February 1, 2026 or the Option Year with the new additional data integrations, as amended in this modification. If funding is available for the new data integrations, the Customer may elect to exercise the Option Year with the new data integrations in lieu of the Option Year with the original data integrations. The fee schedule outlined below for the Option Periods with new data integrations include the original contract data integrations as a single bundled package. These are priced as a complete package and cannot be purchased or priced separately.

Original Data Integrations Only:

a. Option Year 1 (Contract Year 4) $131,119 due within 30 days of February 1, 2029. This fee includes the original contract data integrations

b. Option Year 2 (Contract Year 5) $135,052 due within 30 days of February 1, 2030. This fee includes the original contract data integrations

- Or -

New Data Integrations Package:

c. Option Year 1 (Contract Year 4) - $367,790 due within 30 days of February 1, 2029.

d. Option Year 2 (Contract Year 5) $378,828 due within 30 days of February 1, 2030.

Term	Payment	Data Sources
Year 1 **2/1/26 - 1/31/27**	$120,000 within 30 days of Effective Date (February 1, 2026)	Mark43 CAD + RMS (current system); Axon BWC; QED CAD + RMS (legacy); and Motorola P1 CAD + RMS (legacy). Peregrine is responsible for the first $5,000 in third-party API or data access fees. The Customer is responsible for any third-party API or data access fees above the initial $5,000.
Year 2	$583,156 no later than 1/31/27	Mark43 CAD + RMS (current system); Axon BWC; QED CAD + RMS (legacy); and Motorola P1 CAD + RMS (legacy), Axon Fleet 3, standard ALPR integration pending customer approval, PIDAS Legacy RMS and Peregrine Pro. Peregrine is responsible for the first $5,000 in third-party API or data access fees. The Customer is responsible for any third-party API or data access fees above the initial $5,000.
Year 3	$127,300 within 30 days of 2/1/28	
Original Data Integrations ONLY		
Year 4 (Option Year 1) **2/1/29 - 1/31/30**	$131,119 within 30 days of 2/1/29	Mark43 CAD + RMS (current system); Axon BWC; QED CAD + RMS (legacy); and Motorola P1 CAD + RMS (legacy). Peregrine is responsible for the first $5,000 in third-party API or data access fees. The Customer is responsible for any third-party API or data access fees above the initial $5,000.
Year 5 (Option Year 2) **2/1/30 - 1/31/31**	$135,052 within 30 days of 2/1/30	
New Data Integrations Package (Includes Original Data Integrations)		
Year 4 (Option Year 1) **2/1/29 - 1/31/30**	$367,790 within 30 days of 2/1/29	Mark43 CAD + RMS (current system); Axon BWC; QED CAD + RMS (legacy); and Motorola P1 CAD + RMS (legacy), Axon Fleet 3, standard ALPR integration pending customer approval, PIDAS Legacy RMS and Peregrine Pro. Peregrine is responsible for the first $5,000 in third-party API or data access fees. The Customer is responsible for any third-party API or data access fees above the initial $5,000.
Year 5 (Option Year 2) **2/1/30 - 1/31/31**	$378,828 within 30 days of 2/1/30	

Professional Services: The Customer Data sources and systems that Peregrine will integrate with the Service for Customer are hereby changed from:

Mark43 CAD + RMS (current system); Axon BWC; QED CAD + RMS (legacy); and Motorola P1 CAD + RMS (legacy).

Peregrine is responsible for the first $5,000 in third-party API or data access fees. The Customer is responsible for any third-party API or data access fees above the initial $5,000.

To:

Mark43 CAD + RMS (current system); Axon BWC; QED CAD + RMS (legacy); and Motorola P1 CAD + RMS (legacy), Axon Fleet 3, standard ALPR integration pending customer approval, PIDAS Legacy RMS and Peregrine Pro.

Peregrine is responsible for the first $5,000 in third-party API or data access fees. The Customer is responsible for any third-party API or data access fees above the initial $5,000.

By addition of:

Axon Fleet 3, standard ALPR integration pending written customer approval from the Chief of Police, PIDAS Legacy RMS and Peregrine Pro.

Peregrine shall not perform the standard ALPR integration or access any automated license plate reader data unless and until the Chief of Police approves the integration in writing.

Additional Services: Peregrine will provide Customer with access to the following Additional Services, as set forth below. Fees for such Additional Services are included in the Service Fee and subject to the escalators specified therein.

e. Peregrine Pro:

Customer's use of Peregrine Pro ("Peregrine Pro"), including all Assistant Features provided under Peregrine Pro, is subject to Appendix C: Peregrine Assistant Addendum, attached hereto and incorporated into the Agreement. In the event of a conflict between Appendix C and any other term of the Agreement with respect to any Assistant Features, Appendix C shall control.

Miscellaneous:

City Addendum. The Addendum Additional Terms – Software/SaaS (the "City Addendum") is part of the Agreement, is not superseded by this Modification, and applies to the Service, Peregrine Pro, and the Product Features. The City Addendum controls over any conflicting term of this Modification, except that Appendix C controls with respect to the Product Features. Nothing in this Modification revives any obligation of Customer to indemnify Peregrine.

Entire Agreement. Except as modified by this Modification, the Agreement shall remain in full force and effect. This Modification, together with the Agreement as amended by this Modification, supersedes all prior and contemporaneous agreements between the parties, other than the Agreement and the City Addendum, with respect to the services hereof. In the event of a conflict between this Modification and the Agreement, the terms of this Modification shall control, except as provided in the City Addendum paragraph above.

Non-Appropriation; Refunds. Customer's obligations under this Agreement for each fiscal year after the fiscal year in which this Agreement is executed are subject to and contingent upon the appropriation of sufficient funds by the City Commission for that fiscal year. If sufficient funds are not appropriated, Customer may terminate this Agreement, or reduce the scope of Services to the extent of available funding, effective as of the end of the last fiscal year for which funds were appropriated or such later date as Customer may specify, by written notice to Peregrine. Termination or reduction under this section is not a default or breach by Customer, and Customer shall have no liability for any early termination charge, penalty, acceleration of payments, or lost profits. Consistent with Section 4.1 of the Terms and Conditions, all fees paid by Customer prior to the effective date of termination or reduction are non-refundable, and Peregrine shall have no obligation to refund, credit, or prorate any such fees. Customer shall remain responsible for all fees for Services provided through the effective date of termination or reduction, and Customer may continue to access the Service through the end of the Contract Year for which fees have been paid. Notwithstanding the foregoing or Section 4.1 of the Terms and Conditions, if Peregrine suspends or terminates the Service or the Product Features for reasons other than Customer's breach, Peregrine shall refund the prepaid fees allocable to the period of suspension or termination. This section controls over any conflicting provision of this Agreement.

Affidavits. Before Customer executes this Modification, Peregrine shall deliver the anti-human trafficking affidavit required by Section 787.06(14), Florida Statutes, the foreign country of concern affidavit required by Section 287.138, Florida Statutes, and the certification required by Section 287.139, Florida Statutes.

Warranties. Each party represents and warrants that it has the legal power and authority to enter this Modification.

Counterpart. This Modification may be executed in counterparts (which may be delivered by electronic mail of .pdf files), each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

This Modification shall not modify any other terms of the Agreement except as expressly stated herein.

Peregrine

By: _____

Name: _____

Title: _____

Date Signed: _____

Customer

By: _____

Name: Rebecca Shelton

Title: Mayor

Date Signed: _____

Attest: _____

Tammy Stanzione, CMC, City Clerk

Approved as to Form: _____

Shawna G. Lamb, City Attorney

Appendix C

Peregrine Technologies, Inc.

Assistant Addendum

This AI Assistant Addendum ("Addendum") is entered into between Peregrine Technologies, Inc. ("Peregrine") and Boynton Beach Police Department ("Customer") as of the date of the last signature below and is incorporated into and supplements the terms of the underlying agreement between the parties dated February 1, 2026 (the "Agreement").

1. Scope and Relationship to the Agreement.

Peregrine may provide Customer with access to certain features of the AI Assistant application ("AI Assistant") to the Peregrine platform (the "Product Features") pursuant to the Agreement or an amendment thereto by and between the parties. This Addendum governs Customer's access to and use of the Product Features. The Product Features are provided in addition to the Services set forth under the Agreement. The terms of the Agreement, including the City Addendum, apply to the Product Features except as expressly modified by this Addendum. In the event of any conflict between this Addendum and the Agreement (including the City Addendum), this Addendum shall control with respect to the Product Features.

2. Support and Service Levels.

The Product Features are not subject to any service level, uptime, or support obligations under the Agreement, and any assistance related to the Product Features is provided at Peregrine's sole discretion.

3. Platform Protection Measures.

To protect the security and stability of the platform, Peregrine may implement technical safeguards including: limits relating to data ingestion, data processing volumes, query execution limits, rate limits, compute limits, or token consumption limits; sandboxing or environmental isolation; or monitoring of queries or scripts. Peregrine may limit, suspend, or terminate access to the Product Features at any time, including if Customer usage: threatens platform stability or security, causes excessive resource consumption or disproportionate cost to Peregrine, or violates this Addendum, the Agreement or other applicable policies.

4. Intellectual Property.

All right, title, and interest in and to the Peregrine platform and the Product Features, including all software, algorithms, data models, schema, interfaces, and related technology, remain the exclusive property of Peregrine and its licensors. Customer obtains only a limited right to access and use the Product Features during the term of the Agreement.

5. Customer Acknowledgments.

Customer acknowledges that outputs generated by the AI Assistant ("Outputs") are investigative aids and will maintain internal policies requiring that Outputs be reviewed and verified against underlying source data by a human before Customer relies on them. These acknowledgments do not create any warranty, indemnity, or liability of Customer to Peregrine.

6. Peregrine Representations and Warranties.

Peregrine represents and warrants that:

(a) Data Protection. Peregrine will implement commercially reasonable administrative, technical, and organizational safeguards designed to protect Customer data against unauthorized access, use, or disclosure and will not use the AI Assistant to generate or create any official reports.

(b) No Training on Customer Data. Peregrine will not use Customer data to train, fine-tune, or otherwise improve any generalized or shared artificial intelligence or large language models, except as expressly authorized by Customer in writing.

7. Usage Data and Monitoring.

Peregrine may collect, access, and analyze (i) usage data, logs, telemetry, and operational metrics ("Usage Data"), and (ii) the content of queries submitted to and responses generated by the AI Assistant ("Interaction Data"), in each case relating to Customer's use of the Product Features. Peregrine may use Usage Data for purposes of operating, maintaining, securing, and improving the Peregrine platform and its products and services, including the Product Access Features. Authorized Peregrine personnel may access Interaction Data on a need-to-know basis, subject to the confidentiality obligations set forth in the Agreement in accordance with applicable CJIS and legal requirements. Peregrine will not disclose Interaction Data to any third party except as required by law. Interaction Data is Customer Data and Confidential Information of Customer, is owned by Customer, and is a public record subject to Chapter 119, Florida Statutes. Peregrine shall use Interaction Data only to provide, maintain, and secure the Product Features for Customer.

8. Feedback.

Customer agrees to provide user feedback regarding its use of the Product Features to Peregrine ("Feedback"). Customer grants Peregrine a worldwide, perpetual, irrevocable, royalty-free license to use, modify, and incorporate such Feedback into its products and services without restriction or compensation.

9. Disclaimer of Warranties.

Notwithstanding anything in the Agreement to the contrary, the Product Features are provided "AS IS" and "AS AVAILABLE." To the fullest extent permitted by law, Peregrine disclaims all warranties relating to the Product Features and/or Outputs, including implied warranties of merchantability, fitness for a particular purpose, non-infringement, and uninterrupted or error-free operation. Any Outputs may be incomplete, incorrect, or misleading and are generated based on probabilistic models.

10. Limitation of Liability.

Peregrine shall have no liability for the accuracy or completeness of Outputs or for decisions made by Customer in reliance on Outputs. The foregoing does not limit Peregrine's indemnification obligations under the City Addendum or Peregrine's liability for breach of its confidentiality, data security, public records, or CJIS obligations, in each case subject to the limitations of liability in the Agreement. Nothing in this Addendum requires Customer to indemnify Peregrine or waives Customer's sovereign immunity or the limits of Section 768.28, Florida Statutes.

11. General.

Except as expressly modified by this Addendum, the Agreement (including any amendment thereto) remains in full force and effect.

RESOLUTION NO. R26-027

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE SOLE SOURCE PURCHASE OF SOFTWARE LICENSES WITH PEREGRINE TECHNOLOGIES, INC., IN AN AMOUNT NOT TO EXCEED $370,900; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Boynton Beach Police Department desires to purchase software licenses from Peregrine Technologies, Inc., with an initial term effective through January 31, 2027, in an amount not to exceed $120,000, with an option to renew for up to two optional annual terms in an amount not to exceed $123,600 for the first renewal and an amount not to exceed $127,300 for the second renewal, for a total not to exceed amount of $370,900; 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 sole source purchase of software licenses with Peregrine Technologies, Inc., in an amount not to exceed $370,900.

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 sole source purchase of software licenses with Peregrine Technologies, Inc., in an amount not to exceed $370,900, as further detailed in the Order Form attached hereto as **Exhibit A**.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Order Form. 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 Order Form as a public record of the City. A copy of the fully executed Order Form shall be provided to Matthew Zeller to forward to the Vendor.

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

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-027

PASSED AND ADOPTED this 17th day of February 2026.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	✓	
Vice Mayor – Woodrow L. Hay	✓	
Commissioner – Angela Cruz	✓	
Commissioner – Thomas Turkin	✓	
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

Rebecca Shelton
Mayor

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

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Peregrine

PEREGRINE CUSTOMER ORDER FORM & SCOPE OF SERVICES

Customer Information	
Customer Name: Boynton Beach Police Department	**Contact:** AC Jack Dale
Address: 2100 Highridge Road Boynton Beach, FL 33426	**Phone:** 561-742-6100
Quote POC Email: dalej@bbfl.us	**Customer Invoice Email:**

Peregrine Services
Effective Date: February 1, 2026
Initial Term: From the Effective Date through January 31, 2027 ("Initial Term").
Service Fee: The following fee schedule is available to the Customer if Order Form is signed on or before January 31, 2026. Unless otherwise terminated as set forth in the Terms and Conditions, Customer shall pay Peregrine a service fee of $120,000 annually for the Term as follows: a. **Initial Term:** $120,000 within 30 days of the Effective Date The Customer has the option to continue use of the Service for up to two (2) optional annual terms as follows: b. **Option Year 1:** $123,600 within 30 days of February 1, 2027 c. **Option Year 2:** $127,300 within 30 days of February 1, 2028
Users: Customer may allow an unlimited number of employees of the Boynton Beach Police Department to access and use the Service.
Onboarding and Training Services: Peregrine will provide Customer with an introductory training session that provides an overview of the Service, background on accessible data sources as of the Effective Date and an introduction to the analytic capabilities of the Service. Peregrine will provide additional training, including refresher sessions and advanced training modules, from time to time upon mutual agreement of the parties.
Professional Services: The initial Customer Data sources and systems that Peregrine will integrate with the Service for Customer are: Mark43 CAD + RMS (current system); Axon BWC; QED CAD + RMS (legacy); and Motorola P1 CAD + RMS (legacy). Peregrine is responsible for the first $5,000 in third-party API or data access fees. The Customer is responsible for any third-party API or data access fees above the initial $5,000. Any additional data integrations or new functionality shall be subject to mutual written agreement of the parties, including with respect to fees. All additional data integration services or new functionality and corresponding fees will be set forth in a statement of work. For clarity, Peregrine will provide any other Professional Services and additional data integration services in accordance with Section 2.2 of the Terms and Conditions.

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Peregrine

January 27, 2026

Peregrine services are provided subject to the terms set forth above on this Order Form together with the attached terms and conditions (the "**Terms and Conditions**," and together with this Order Form, the "**Agreement**"). Any capitalized term used in this Order Form but not defined herein shall have the meaning ascribed to it in the Terms and Conditions. By signing this Order Form, Peregrine and Customer each agree to the terms and conditions set forth in this Agreement. In the event of any conflict between this Order Form and the Terms and Conditions, the terms of this Order Form shall govern to the extent of such conflict. This Order Form may be executed in counterparts (which may be delivered by electronic mail of .pdf files), each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

Peregrine		**Customer**	
By:	DocuSigned by: Robert Wheeler 37C7CCD7DE7344F...	By:	
Name:	Robert Wheeler	Name:	Rebecca Shelton
Title:	Head of Commercial Operations	Title:	Mayor
Date Signed:	2/10/2026	Date Signed:	2/17/2026

Attest:

Name: Maylee De Jesus, City Clerk

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By:

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Proprietary and Confidential

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Peregrine Customer Terms and Conditions

These Peregrine Customer Terms and Conditions govern the provision of the services described on the attached Order Form ("**Order Form**") by Peregrine Technologies, Inc. ("**Peregrine**") to the Boynton Beach Police Department ("**Customer**"). By executing an Order Form with Peregrine, Customer agrees to be bound by these Terms and Conditions.

1. Definitions.

"**Aggregated Data**" has the meaning specified in Section 6.1.

"**CJIS Security Policy**" means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer, currently located at https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center.

"**Client-Side Software**" means any software in source or object code form that Peregrine makes available for use in connection with the Service, including Peregrine's mobile application(s).

"**Criminal Justice Information Services Division**" or "**CJIS**" means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant criminal justice information to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment and licensing agencies.

"**Customer Data**" means any of Customer's data, information, documents or electronic files that are provided to Peregrine via the Service or otherwise in connection with this Agreement, including any databases Customer procures from third party vendors for Peregrine's integration with the Service; provided that, for purposes of clarity, Customer Data as defined herein does not include Aggregated Data.

"**Documentation**" means the materials supplied by Peregrine hereunder, in any media, including any and all installer's, operator's and user's manuals, training materials, guides, functional or technical specifications or other materials for use in conjunction with the Service.

"Personal Information" means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered "personal data", "personally identifiable information", or something similar under applicable laws, rules, or regulations relating to data privacy.

"Professional Services" has the meaning specified in Section 2.2.

"**Service**" means Peregrine's proprietary platform that assists Users with criminal investigations and police leadership decision making, consisting of a hosted web-based interface and the Client-Side Software. For purposes of this Agreement, the Service is exclusive of Professional Services that may be rendered upon mutual agreement of the parties in accordance with Section 2.2.

"SOW" has the meaning specified in Section 2.2.

"**Third Party Data**" means any third party databases that Peregrine licenses from third party vendors and makes accessible via the Service. For clarity, Third Party Data does not include any Customer Data.

"**Third Party Products**" means any third-party products provided with, integrated with, or incorporated into the Service, including Third Party Data.

"**Users**" means the individuals authorized by Customer to use the Service in accordance with the terms in the Order Form (including number and type of individuals who may access the Service) and that have been supplied user identifications and passwords by Peregrine.

2. Provision of the Service and Additional Services.

2.1. Service. During the Term and subject to the terms and conditions of this Agreement, including payment of the fees set forth on the Order Form, Customer may: (a) access and use the Service for up to the number of Users set forth in the Order Form, (b) download and reproduce the applicable Documentation solely for internal use in association with the Service, and (c) download, install, and use any Client-Side Software in support of Customer's

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use of the Service, in each case on a nonexclusive, non-transferable, and non-sublicensable basis and solely for Customer's internal business purposes. Peregrine shall provide Customer with authentication credentials for individual Users upon written request from authorized personnel of Customer, (ii) onboarding and training services as set forth in the Order Form ("**Onboarding and Training Services**"), and (iii) telephone and standard technical support to Customer during normal business hours ("**Technical Support**"). Except as set forth herein, Peregrine shall, at its sole cost and expense, provide all facilities and equipment that may be necessary for Peregrine to perform the Services.

2.2. Professional Services. Except as set forth in the Order Form, in the event that Customer requests that Peregrine perform data integration, configuration or implementation services regarding the Service, including integration of Customer Data or Third Party Data and creation of specific modifications to the Service (but excluding any Onboarding and Training Services), Peregrine will discuss the scope and fees for such services and, if agreed, such work will be performed pursuant to a statement of work executed by the parties and referencing this Agreement that describe such scope and fees (an "**SOW**," and such services, the "**Professional Services**"). Any fees associated with the Professional Services shall be set forth in the applicable SOW and Customer shall pay such fees in accordance with Section 4.2 below. To the extent the Professional Services result in any software code or other tangible work product ("**Work Product**"), all such Work Product will remain owned solely and exclusively by Peregrine and may be used by Customer solely in connection with Customer's authorized use of the Service under this Agreement. Customer shall permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Professional Services.

2.3. Access and Policies. Customer will permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Service, Onboarding and Training Services, Technical Support, and any Professional Services. Peregrine agrees to, and cause its personnel to, abide by Customer's facilities access and use policies as provided by Customer to Peregrine in writing in advance of any on-site visits. Customer will also permit and enable Peregrine to have offsite access to Customer Data and the Customer's production platform for the Service in order to provide the Service, Technical Support and Professional Services. Peregrine agrees to comply with the CJIS Security Policy in connection with its access to Customer Data, including CJIS-defined policies for remote access.

2.4. Compliance with Applicable Laws. Each party and its agents shall comply with all laws applicable to the performance or receipt, as applicable, of the Service hereunder.

2.5. Licenses and Permits. Peregrine and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Peregrine and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from Customer as required by law.

2.6. Nondiscrimination and Equal Opportunity. Peregrine shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Peregrine under this Agreement. Peregrine shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Peregrine thereby.

2.7. Suspension. Notwithstanding anything to the contrary in this Agreement, Peregrine may temporarily suspend Customer's and any User's access to any portion or all of the Service if: (a) Peregrine reasonably determines that (i) there is a threat or attack on the Service; (ii) Customer's or any User's use of the Service disrupts or poses a security risk to the Service or to any other customer or vendor of Peregrine; (iii) Customer, or any User, is using the Service for fraudulent or illegal activities; (iv) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (v) Peregrine's

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provision of the Service to Customer or any User is prohibited by applicable law; or (vi) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an User through the Service may infringe or otherwise violate any third party's intellectual property or other rights; (b) any vendor of Peregrine has suspended or terminated Peregrine's access to or use of any Third Party Products required to enable Customer to access the Service; or (c) if Customer fails to pay any undisputed fees when due (any such suspension described in subclauses (a), (b), or (c), a "**Service Suspension**"). Peregrine shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Service following any Service Suspension. Peregrine shall use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Peregrine will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any User may incur as a result of a Service Suspension.

2.8. Third Party Products. Peregrine may from time to time make Third Party Products available to Customer or Peregrine may allow for certain Third Party Products to be integrated with the Service. For purposes of this Agreement, such Third Party Products are subject to their own terms and conditions. Peregrine is not responsible for the operation of any Third Party Products and makes no representations or warranties of any kind with respect to Third Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third Party Products, then Customer should not install or use such Third Party Products. By authorizing Peregrine to transmit Customer Data from Third Party Products into the Service, Customer represents and warrants to Peregrine that it has all right, power, and authority to provide such authorization.

2.9. Open Source Components. Certain aspects of the Service, such as the Client-Side Software, may contain or be distributed with open source software code or libraries ("**Open Source Components**"). Peregrine will provide a list of Open Source Components for a particular version of any distributed portion of the Service, such as the Client-Side Software, on Customer's request. To the extent required by the license applicable to such Open Source Components: (a) Peregrine will use reasonable efforts to deliver to Customer any notices or other materials (such as source code); and (b) the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of such licenses prohibit any of the restrictions in this Agreement with respect to any particular Open Source Component, such restrictions will not apply to such Open Source Component. To the extent the terms of such licenses require Peregrine to make an offer to provide source code or related information in connection with the Open Source Component, such offer is hereby made. For purposes of clarity, Open Source Components are Third Party Products.

3. Customer Responsibilities.

3.1. Generally. Customer is responsible for all activities that occur under User accounts. Customer also shall: (a) ensure it has all rights necessary for Peregrine to integrate the Customer Data with the Service; (b) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (c) prevent unauthorized access to, or use of, the Service, and notify Peregrine immediately of any unauthorized access or use; (d)_ensure each User has its own unique account on the Service and that Users do not share their account credentials with one another or any third party; and (e) comply with all applicable laws in using the Service. Customer agrees to provide its Users with the applications necessary to run the Service as set forth in the Documentation.

3.2. Use Restrictions. Customer shall not use the Service for any purposes beyond the scope of access granted under this Agreement. Without limiting the generality of the foregoing, Customer shall not, and shall ensure Users do not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party; (b) send spam or otherwise duplicative or unsolicited messages via the Service; (c) send or store infringing or unlawful material; (d) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (f) attempt to gain unauthorized access to the Service or its related systems or networks; (g) copy, modify, or create derivative works based upon the Service or any component thereof; (h) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service or any component thereof; (i) use the Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property or other right of any third party or that violates any applicable law; (j)

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access or use the Service for purposes of competitive analysis of Peregrine or the Service, the development, provision, or use of a competing service or product, or any other purpose that is to Peregrine's detriment or commercial disadvantage; or (k) input, upload, transmit, or otherwise provide to or through the Service any information or materials, including Customer Data, that are unlawful or injurious in any way

3.3. CJIS Requirements. Customer certifies that it and its Users will comply with the following CJIS requirements: (a) Customer agrees to use training, policy and procedures to ensure Users use proper handling, processing, storing and communication protocols for Customer Data and any Third Party Data; (b) Customer agrees to protect the Service and any Third Party Data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance and the support roles assigned; (c) Customer will only provide access to the Service and any Third Party Data through Customer-managed role-based access and applied sharing rules configured by Customer; (d) Customer agrees to create and retain activity transaction logs to enable auditing by Peregrine staff, CJIS and any Third Party Data owners; (e) Customer agrees to perform independent employment background screening for its staff at Customer's own expense; and (f) Customer agrees to reinforce staff policies for creating User accounts with only one Customer domain email address for each User, with exceptions only as granted in writing by Peregrine.

3.4. Operation Restrictions. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a laptop, mobile device or other touch screen and any of their applications. Customer agrees that the Users will be instructed to only utilize the interface for the Service at times when it is safe to do so. Peregrine is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

3.5. **Customer Logo.** Peregrine may use Customer's name and logo in Peregrine's lists of customers provided that such use will comply with any standard trademark guidelines provided by Customer to Peregrine.

3.6. Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Peregrine by mail, email, telephone, or otherwise, suggesting or recommending changes to the Service, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Peregrine is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback.

4. Fees & Payment.

4.1. Fees. Customer shall pay the fees for the Service as specified in the Order Form and in any SOWs. All fees are non-refundable except to the extent otherwise expressly set forth in this Agreement.

4.2. Payment Terms. Except as set forth on the Order Form, Customer shall pay all fees within thirty (30) days of Peregrine issuing an invoice.

4.3. Taxes. Peregrine's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("**Taxes**"). Customer is responsible for paying all Taxes, excluding only taxes based on Peregrine's income. If Peregrine has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Peregrine with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Proprietary Rights. The "**Peregrine Technology** "means (a) the Peregrine name, the Peregrine logo, and other trademarks and service marks; (b) audio and visual information, documents, software and other works of authorship, including training materials; (c) other technology included in the Service, including Client-Side Software, graphical user interfaces, workflows, products, processes, algorithms, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information provided by Peregrine under this Agreement; and (d) the work product or other results of Professional Services. Peregrine owns and shall retain all rights in the Peregrine Technology. Other than as expressly set forth in Section 2.1 above, no license or other rights in or to the Peregrine Technology or related intellectual property rights are granted to Customer or Users, and all such licenses and rights are hereby expressly reserved to Peregrine. For clarity, "**Peregrine Technology**" does not include Customer Data.

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6. Data Access, Sharing and Security.

6.1. Customer Data. Peregrine may access, reproduce, and use Customer Data to provide the Service, including to provide Technical Support, Onboarding and Training Services and any Professional Services. Customer agrees that Peregrine may generate technical logs, data and insights about Customer's usage of the Service (e.g., frequency of logins) ("**Peregrine Insights**") and may use the Customer Data in aggregated and anonymized form that does not individually identify any person or entity, including Customer or its Users ("**Aggregated Data**") for Peregrine's internal business purposes and to operate and improve Peregrine's proprietary software and services, and that Peregrine shall own the Peregrine Insights and the Aggregated Data. Peregrine shall destroy Peregrine Insights and Aggregated Data on termination of this Agreement. Peregrine may choose to terminate the provision of any Customer Data via the Service if the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

6.2. CJIS Security Policy. Peregrine has implemented procedures to allow for adherence to the CJIS Security Policy. The hosting facility for the Service uses access control technologies that meet or exceed CJIS requirements. In addition, Peregrine has installed and configured solid network intrusion prevention appliances for adherence to the CJIS Security Policy.

6.3. Third Party Data. Any Third Party Data that Peregrine may provide via the Service is governed by the third party owner's retention policy. Peregrine does not provide any warranties with respect to any Third Party Data and Peregrine may choose to terminate the provision of any Third Party Data via the Service if Peregrine's applicable rights to such Third Party Data terminate or the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

6.4. Processing of Personal Information. Peregrine's rights and obligations with respect to Personal information it collects directly from individuals are set forth in Peregrine's Privacy Policy <https://peregrine.io/privacy-policy/>. Personal Information included within Customer Data and processed by Peregrine on behalf of Customer is governed by this Agreement.

6.5. Sensitive Information; Marking Requirements. To the extent Customer provides Customer Data that Customer considers to be sensitive, proprietary, restricted, or otherwise requiring sensitive treatment ("**Sensitive Information**"), Customer is solely responsible for providing appropriate markings to designate the applicable Customer Data as Sensitive Information. Customer shall provide Peregrine with documentation and/or instructions in writing with sufficient detail for Peregrine to identify and distinguish content that is Sensitive Information within other provided Customer Data. Customer shall (a) mark Sensitive Information on its face, (b) make the appropriate designations for Sensitive Information in document metadata, (c) provide Peregrine with a table or other list of Sensitive Information that contains sufficient detail to identify the Sensitive Information; or (d) identify Sensitive Information to Peregrine in some other mutually agreed upon method. Peregrine shall not be responsible for failure to designate Sensitive Information with specific access control status based on Customer failure to provide sufficient information to identify Sensitive Information.

7. Confidentiality.

7.1. Definition of Confidential Information. The term "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including Customer Data, any Third Party Data, the Service, the Documentation, the Peregrine Technology, business and marketing plans, technology and technical information, product designs, and business processes.

7.2. Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party except to perform its obligations or exercise its rights under this Agreement, except with the Disclosing Party's prior written permission on a case-by-case basis. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event with less than reasonable care. If the Receiving Party is compelled by law or a government authority to disclose Confidential Information of the Disclosing Party, it shall

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provide the Disclosing Party with prior notice of such compelled disclosure (to the extent practicable and legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

7.3. Exceptions. The parties' obligations in Section 7.2 shall not apply to any information that: (a) is or becomes publicly available without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party.

7.4. Public Records Acts. Peregrine acknowledges that Customer is a public entity and may be governed by applicable laws, rules, or regulations relating to public records (each a "**Public Records Act**"). Nothing in this Section 7 shall prevent Customer from disclosing Confidential Information for purposes of complying with an applicable Public Records Act to the extent legally required.

7.5. Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 7, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that such unauthorized disclosure or use may cause irreparable harm to the Disclosing Party for which any other available remedies are inadequate.

8. Warranties & Disclaimers.

8.1. Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Peregrine represents and warrants that (i) it will provide the Service in a professional manner consistent with the standards observed by a competent practitioner of the profession in which Peregrine is engaged, and (ii) the Service will perform in accordance with and otherwise substantially conform to its associated documentation.

8.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1, PEREGRINE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE, THE PEREGRINE TECHNOLOGY, ANY THIRD PARTY DATA AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT. PEREGRINE HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. Indemnification.

9.1. Indemnification by Peregrine. Peregrine shall at its expense defend Customer and its officers, directors, officials, agents, volunteers and employees ("**Customer Indemnified Parties**") against any claim made or brought against any Customer Indemnified Party by a third party alleging that the Service as provided to Customer and when used in accordance with this Agreement infringes any intellectual property rights of a third party (each, a "**Customer Claim**"), and shall indemnify and hold Customer Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Peregrine in a settlement with respect to such Customer Claim; provided, that Customer (a) promptly gives written notice of the Customer Claim to Peregrine; (b) gives Peregrine sole control of the defense and settlement of the Customer Claim (provided that Peregrine may not agree to any settlement that imposes any liability or obligation on Customer without Customer's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed); and (c) provides to Peregrine, at Peregrine's cost, all reasonable assistance in the defense and settlement of the Customer Claim. Peregrine shall have no obligation under this Section 9.1 or otherwise regarding claims that arise from or relate to (i) Customer's use of the Service other than as contemplated by this Agreement, (ii) any modifications to the Service made by any entity other than Peregrine (where the liability would not have arisen but for such modification), (iii) any combination of the Service with services or technologies not provided by Peregrine (where the liability would not have arisen but for such combination), (iv) Customer's use of the Service or portion thereof after Peregrine has terminated this Agreement or such portion of the Service in accordance with this Section 9.1, or (v) Third Party Products. If in Peregrine's opinion a Customer Claim is likely to be made, or if an existing Customer Claim may cause Peregrine liability, Peregrine may in its discretion (x) obtain a license to enable Customer

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to continue to use the potentially infringing portion of the Service, (y) modify the Service to avoid the potential infringement, or (z) if the foregoing cannot be achieved after using reasonable commercial efforts, terminate the Agreement or the license to the infringing portion of the Service and refund the amount of any pre-paid fees applicable to the portion of the terminated Services to be provided after the termination date.

9.2. Indemnification by Customer. To the extent permitted by applicable law, Customer shall at its expense defend Peregrine and its officers, directors, officials, agents, volunteers and employees (**"Peregrine Indemnified Parties"**) against any claim made or brought against any Peregrine Indemnified Party by a third party based on: (a) Customer's or any User's negligence, gross negligence, fraud, or willful misconduct; (b) Customer's or any User's use of the Service in a manner not authorized by this Agreement; or (c) Customer Data or Peregrine's authorized use of such Customer Data (each, a **"Peregrine Claim"**), and shall indemnify and hold Peregrine Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Customer in a settlement with respect to such Peregrine Claim; provided, that Peregrine (i) promptly gives written notice of the Peregrine Claim to Customer; (ii) gives Customer sole control of the defense and settlement of the Peregrine Claim (provided that Customer may not agree to any settlement that imposes any liability or obligation on Peregrine without Peregrine's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed); and (iii) provides to Customer, at Customer's cost, all reasonable assistance in the defense and settlement of the Peregrine Claim.

9.3. Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PEREGRINE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS BY THIRD PARTIES RELATING TO THE SERVICE OR ITS USE.

10. Limitation of Liability.

10.1. Exclusion of Consequential and Related Damages. EXCEPT FOR A PARTY'S BREACH OF SECTION 7, A PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS, OR A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10.2. Liability Cap. IN NO EVENT SHALL PEREGRINE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO PEREGRINE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

11. Term & Termination.

11.1. Term of Agreement. This Agreement commences on the Effective Date and continues for the duration of the term set forth on the Order Form (**"Term"**), unless earlier terminated in accordance with the Order Form or Section 11.2

11.2. Termination for Cause. A party may terminate this Agreement for cause upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Peregrine prior to the effective date of termination.

11.3. Data. Upon expiration or termination of this Agreement, Peregrine shall have no obligation to maintain or provide any Customer Data or Third Party Data. Unless legally prohibited, Peregrine shall delete all Customer Data in its systems or otherwise in its possession or under its control. Notwithstanding the foregoing or any other provision of this Agreement, Peregrine may use in perpetuity any Aggregated Data.

11.4. Survival. The following provisions shall survive termination or expiration of this Agreement: Sections 4, 5, 6.1, 6.3, 7, 8, 9, 10, 11.3, 11.4, and 12.

12. General Provisions.

Docusign Envelope ID: 525927C6-8243-4C7F-9B7C-2EDFB7020AA1

12.1. Insurance. Peregrine shall maintain the insurance coverages described on **Appendix A: Insurance**.

12.2. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. At all times during the term of this Agreement, Peregrine shall be an independent contractor and shall not be an employee of Customer. Except as Customer may specify in writing, Peregrine shall have no authority, express or implied, to act on behalf of Customer in any capacity whatsoever as an agent. Peregrine shall have no authority, express or implied, pursuant to this Agreement to bind Customer to any obligation whatsoever.

12.3. Peregrine's Books and Records. To the extent required by applicable laws, rules, or regulations, Peregrine shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Customer under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to Peregrine to this Agreement. All such records shall be maintained in accordance with generally accepted standards and shall be made available for inspection, audit, and/or copying during regular business hours, upon written request of the Customer.

12.4. Force Majeure. Neither party shall be liable by reason of any failure or delay in performance of its obligations under this Agreement (except for the payment of money) on account of events beyond the reasonable control of such party, which may include Internet denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, and material shortages (each, a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations affected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

12.5. Federal Government. Any use, copy or disclosure of the Service by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a)(1995), DFARS 252.227-7013(c)(1)(ii)(October 1998), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227(ALT III), as applicable.

12.6. Additional Government Terms. Peregrine acknowledges that Customer may be a public entity and, accordingly, certain additional laws, rules, and regulations may take precedence over the terms and conditions of this Agreement (the "**Additional Government Terms**"). The Additional Government Terms, if any, are attached hereto as **Appendix B: Additional Government Terms** and will govern to the extent of any conflict with any other term of this Agreement.

12.7. Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) after confirmed receipt of an email. Notices to Peregrine shall be addressed to the attention of Nick Noone, CEO, Peregrine Technologies, nick@peregrine.io, with a copy to ben@peregrine.io. Notices to Customer are to be addressed to the individual identified in the Order Form.

12.8. Waiver; Cumulative Remedies Severability. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.9. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, Peregrine may assign this Agreement, together with all rights and obligations hereunder, without consent of Customer, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets that relate to this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

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12.10. Governing Law. This Agreement shall be governed by the laws of Florida. The state courts located in Palm Beach County, FL or the United States District Court for the Southern District of Florida shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts provided that nothing in this Section 12.10 prohibits either party from seeking or obtaining in any jurisdiction injunctive or similar relief in connection with the enforcement of this Agreement.

12.11. Construction. The division of this Agreement into Sections and the insertion of captions and headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement," "hereof," "hereunder" and any similar expressions refer to this Agreement and not to any particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will be deemed to be followed by the words "without limitation" and "discretion" means sole discretion

12.12. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding the Order Form) shall be incorporated into or form any part of this Agreement, and all such terms or conditions are hereby rejected and shall be null and void.

Docusign Envelope ID: 525927C6-8243-4C7F-9B7C-2EDFB7020AA1

Appendix A: Insurance

Peregrine, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of the Agreement. The cost of such insurance shall be included in the Peregrine's bid or proposal. Peregrine shall be fully responsible for the acts and omissions of its subcontractors or other agents.

Workers' Compensation. Peregrine shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Peregrine in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the Customer upon written verification that Peregrine is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

Commercial General and Automobile Liability Insurance

General requirements. Peregrine, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Peregrine has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. Customer, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Peregrine, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Peregrine. Coverage can be provided in the form of an endorsement to the Peregrine's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the Peregrine's insurance covered shall be primary insurance as respects the Customer, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Customer, its officers, officials, employees, agents or volunteers shall be excess of the Peregrine's insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

e. Peregrine agrees to give at least 30 days prior written notice to Customer before coverage is canceled or modified as to scope or amount.

Professional Liability Insurance.

General requirements. Peregrine, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $1,000,000 per occurrence or claim covering the Peregrine's errors and omissions.

Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

Docusign Envelope ID: 525927C6-8243-4C7F-9B7C-2EDFB7020AA1

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Peregrine must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the Customer for review prior to the commencement of any work under this Agreement.

All Policies Requirements.

Submittal Requirements. Peregrine shall submit the following to Customer prior to beginning services:

Certificate of Liability Insurance in the amounts specified in this Agreement; and

Additional Insured Endorsement as required for the General Commercial and Automobile Liability Polices.

Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

Deductibles and Self-Insured Retentions. Insurance obtained by the Peregrine shall have a self-insured retention or deductible of no more than $100,000.

Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

Waiver of Subrogation. Peregrine hereby agrees to waive subrogation which any insurer or contractor may require from Peregrine by virtue of the payment of any loss. Peregrine agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Customer has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Customer for all work performed by the Peregrine, its employees, agents, and subcontractors.

Subcontractors. Peregrine shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Peregrine shall ensure that Customer, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

Excess Insurance. If Peregrine maintains higher insurance limits than the minimums specified herein, Customer shall be entitled to coverage for the higher limits maintained by the Peregrine.

Remedies. In addition to any other remedies Customer may have if Peregrine fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Customer may, at its sole option, order Peregrine to stop work under this Agreement and withhold any payment that becomes due to Peregrine hereunder until Peregrine demonstrates compliance with the requirements hereof, or terminate this Agreement.

Appendix B: Additional Government Terms

No additional government terms and conditions.

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ADDENDUM ADDITIONAL TERMS – SOFTWARE / SAAS

The terms of this Addendum govern and control your Agreement with the City of Boynton Beach. If there is any conflict between the Agreement and this Addendum, this Addendum shall control.

PUBLIC RECORDS. 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:

A. Keep and maintain public records required by the City to perform the service;

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the City; and

D. Upon completion of the contract, Contractor shall transfer to the City, at no cost to the City, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

E. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

CITY CLERK
100 E. OCEAN AVE.
BOYNTON BEACH, FL, 33435
561-742-6060
CITYCLERK@BBFL.US

CONFIDENTIALITY. If the Agreement contains any confidentiality obligations, any such provisions are subject to Chapter 119, Florida Statutes mandates. The Agreement and any information provided by Contractor to the City may fall within the disclosure requirements of Chapter 119, Fla. Stat. The Contractor must clearly label and mark each page or section of any tangible documents (excluding internet-based Confidential Information) provided to the City in connection with the Agreement that it considers proprietary information or otherwise confidential or exempt from Chapter 119, Fla. Stat. If the City receives a public records request regarding the Contractor's Confidential Information, it will notify the Contractor in writing or electronically. If the Contractor continues to assert in good faith that the information is confidential or exempt from disclosure pursuant to Chapter 119, Fla Stat., then the Contractor shall be solely responsible for defending its position or seeking a judicial declaration. Nothing in this Agreement shall create an obligation or duty for the City to defend or justify the Contractor's position. Contractor shall indemnify and hold harmless the City for any award, damages, fines, fees, penalties, or impositions of whatsoever nature or kind and all costs and fees, including attorney's fees incurred by the City in connection with this section. Any requirements in the Agreement that require the City to destroy Confidential Information upon termination of the Agreement are hereby deemed null and void.

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DISCRIMINATORY VENDOR AND SCRUTINIZED COMPANIES LISTS; COUNTRIES OF CONCERN. Contractor 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. Contractor 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. Contractor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

VERIFICATION OF EMPLOYMENT ELIGIBILITY. Contractor represents that Contractor and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, City may immediately terminate this Agreement for cause, and Contractor shall be liable for all costs incurred by City due to the termination.

PUBLIC ENTITY CRIMES ACT. Contractor 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. Contractor 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 Contractor has been placed on the convicted vendor list.

ENTITIES OF FOREIGN CONCERN. This section shall apply if Contractor or any subcontractor will have access to an individual's personal identifying information under this Agreement. Accordingly, Contractor represents and certifies: (i) Contractor 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 Contractor; and (iii) Contractor 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 or the date that Contractor or its subcontractor will have access to personal identifying information under this Agreement, Contractor and any subcontractor 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. 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.

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

INVOICES AND PAYMENT. Payments of any fees due to the Contractor for services shall be conditioned on receipt of a proper invoice. Payment will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes.

VENUE, WAIVER OF JURY TRIAL. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

INDEMNIFICATION. Contractor 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 a claim that the Software or Services, as provided by Contractor and when used by City in accordance with this Agreement, infringe any intellectual property rights of a third party (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor 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. Any provision of the Agreement that requires the City to indemnify the Contractor or any third party is hereby deleted in its entirety.

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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SOFTWARE AS A SERVICE (SAAS) AND TECHNOLOGY PROVISIONS

DATA OWNERSHIP AND PORTABILITY. For SaaS and technology services, the City retains full ownership of all data entered into, processed by, or generated through Contractor's systems. Upon termination or expiration of this Agreement, Contractor shall provide the City with all data in a standard, machine-readable format at no additional cost within thirty (30) days. Contractor shall not retain any copies of City data except as required by law.

DATA SECURITY AND PRIVACY. Contractor shall implement and maintain industry-standard security measures to protect City data, including but not limited to encryption in transit and at rest, access controls, regular security assessments, and employee background checks for personnel with access to City systems. Contractor shall immediately notify the City of any actual or suspected data breach, security incident, or unauthorized access within twenty-four (24) hours of discovery.

SERVICE LEVEL AGREEMENTS. For technology services, Contractor shall maintain system uptime of at least 99.5% during business hours (8:00 AM to 5:00 PM EST, Monday through Friday, excluding City holidays). Planned maintenance requiring system downtime must be scheduled outside business hours with at least 72 hours' advance notice to the City.

BUSINESS CONTINUITY AND DISASTER RECOVERY. Contractor shall maintain appropriate backup and disaster recovery procedures to ensure continuity of services and data protection. Contractor shall provide the City with a copy of its disaster recovery plan upon request and demonstrate successful recovery procedures annually.

COMPLIANCE WITH APPLICABLE LAWS. For technology services involving personal data, Contractor shall comply with all applicable federal, state, and local privacy laws, including but not limited to HIPAA (if applicable), FERPA (if applicable), and any Florida data protection statutes. Contractor shall provide evidence of compliance upon City's request.

TECHNOLOGY SUPPORT AND MAINTENANCE. Contractor shall provide ongoing technical support during normal business hours and shall respond to critical issues within four (4) hours. Contractor shall maintain current versions of all software and security patches unless otherwise agreed in writing.

VENDOR LOCK-IN PREVENTION. Contractor agrees not to implement any technical or contractual barriers that would prevent the City from migrating to alternative solutions. This includes providing necessary APIs, data exports, and reasonable transition assistance upon contract termination.

By signing below, the Contractor agrees to the terms in this Addendum.

By: Robert Wheeler

Name: Robert Wheeler

Title: Chief Operating Officer

Date: 2/10/2026

Peregrine

Boynton Beach Police Department
2100 Highridge Rd.,
Boynton Beach, FL 33426

Janurary 27th, 2026

Thank you for your agency's interest in Peregrine's unified data platform ("the Peregrine platform" or "the platform"). The Peregrine platform has been built with law enforcement and public safety agencies in mind, making it uniquely suited to the needs of the Boynton Beach Police Department. The Peregrine platform is the only end-to-end software available on the market with the following integrated capabilities:

- **Purpose-built data integrations Specifically for systems used by** Boynton Beach Police Department Peregrine offers proven, pre-built connectors that allow for seamless integration with critical existing Boynton Beach Police Department systems such as CAD, RMS, BWC/Evidence.com. These pre-built connectors eliminate any requirements for Boynton Beach Police Department IT to develop and maintain interfaces between Peregrine and the Boynton Beach Police Department source systems and ensure that data available in Peregrine is complete, accurate, and always up-to-date.

- **Fully Integrated Search, Map, Link Analysis, Reporting, and Dashboarding.** Peregrine offers the only solution on the market that offers a fully integrated set of user-facing applications for search, map-based analysis, link analysis, reporting, and dashboarding that allow for seamless movement of data between those applications without the need to export and import data manually. Additionally, Peregrine is the only solution that offers desktop, laptop, tablet, and mobile device accessible versions of those integrated applications so that they can be accessed by authorized users wherever and whenever they are needed.

- **Proprietary Data Deduplication Algorithms.** Peregrine offers proprietary algorithms that will enable automatic and auditable deduplication and merging of data, such as person records. This will allow the Boynton Beach Police Department to have automatically clean, reliable information upon which to conduct data searches and compile reporting products without the need to make any changes to the agency's underlying source systems.

- **Proprietary Ontology Purpose-Built for Law Enforcement.** Peregrine offers the only dynamic ontology capability that has been purpose-built for Law Enforcement data. This allows the Boynton Beach Police Department to automatically establish connections and relationships between data elements within and across disparate systems that are otherwise likely to be missed. Additionally, Peregrine's dynamic ontology allows the Boynton Beach Police Department to have fully flexibility to change its desired data model over time without needing to build and maintain additional interfaces or make any changes to the agency's underlying source systems and the way they store or represent information. The Peregrine Ontology has been developed and continuously refined to specifically accommodate law enforcement data and concepts.

- **Secure Collaboration and Data Sharing.** The Peregrine platform's proprietary integration, ontology, and granular security permissions enable secure sharing within the Boynton Beach Police Department and between Boynton Beach Police Department and partner agencies, public and private, that is otherwise not possible. Within the Boynton Beach Police Department this will allow secure collaboration across investigations, patrol, custody operations, traffic, analysis and command staff. Additionally, Peregrine will allow the Boynton Beach Police Department to securely collaborate and share data in a common platform with other Peregrine customer agencies in Boynton Beach Police Department and in neighboring agencies E.G. COUNTIES, POLICE DEPARTMENTS, ETC.. All data sharing and collaboration features are automatically synchronized with Boynton Beach Police Department existing user, group, and role security and access policies.

- **Fully Open and Interoperable Architecture.** Peregrine is the only solution on the market that ensures the Boynton Beach Police Department will never be at risk of vendor lock-in or issues related to data ownership. Peregrine's fully open and

interoperable architecture is fully vendor-agnostic, allowing Peregrine to integrate data from any current or future Boynton Beach Police Department solution and allow any such solutions to access data from Peregrine, without limitation, if desired by Boynton Beach Police Department. A customer retains full and total rights to its data within Peregrine at all times and has the ability to access and export that data in open, standard data formats at any time.

- **End-to-end security, CJIS, and CAL DOJ compliance.** Peregrine is hosted on the secure, CJIS compliant Amazon Web Services (AWS) Government Cloud region. Peregrine meets or exceeds all standards and controls set forth in the most current CJIS security policies. Peregrine has been approved at dozens of law enforcement agencies to handle sensitive information such as criminal justice information. Additionally, Peregrine offers seamless integration with Boynton Beach Police Department's existing single-sign-on and multi-factor authentication services. This allows Boynton Beach Police Department to avoid any redundancy and duplication in managing user access and permissions and automatically ensure all interactions with sensitive data are compliant with existing agency data and information system security policies.

We look forward to working with Boynton Beach Police Department in the near future. If there are any additional questions, please do not hesitate to reach out to me directly.

Thank you,



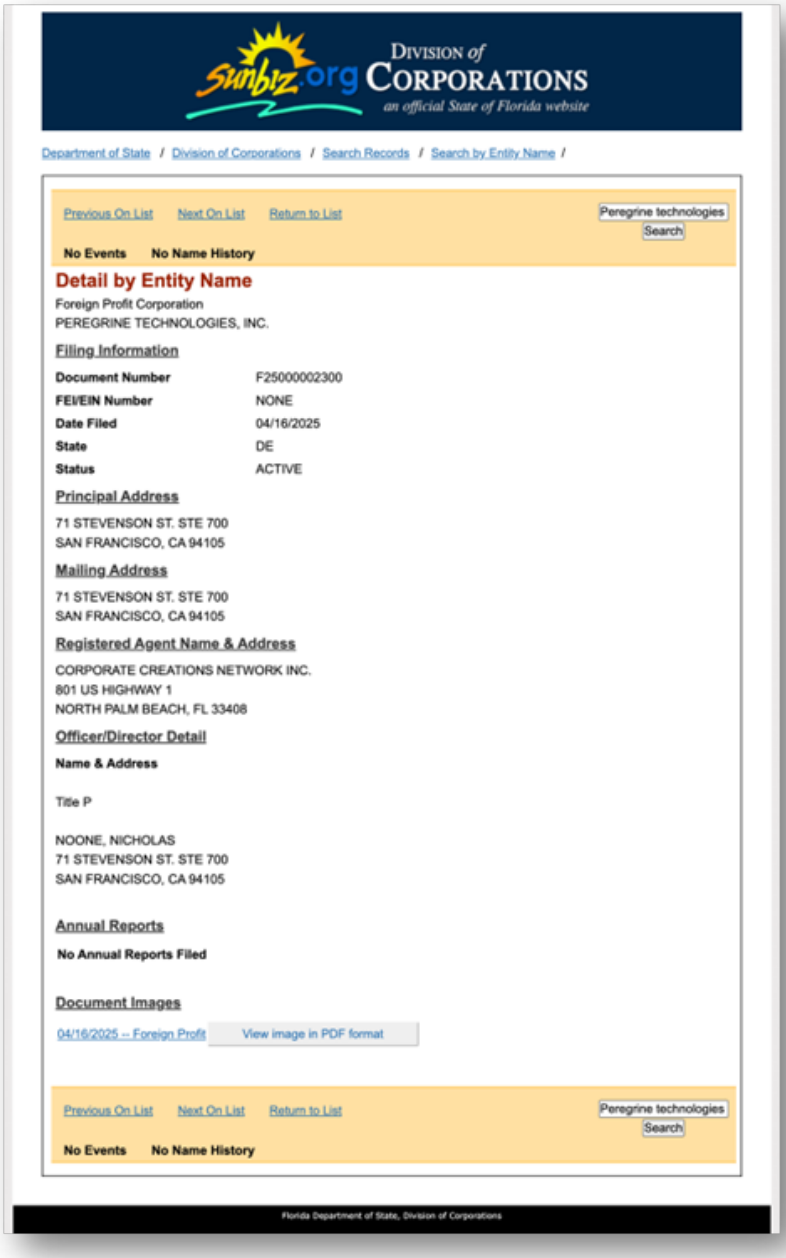
Nick Noone
Co-Founder/CEO
Nick@peregrine.io

Peregrine

Current Business Tax Receipt

Peregrine confirms that it is required to obtain and maintain all necessary business licenses as mandated by law throughout the duration of the agreement. This includes the possession of a Current Local Business Tax Receipt (LBTR) when applicable or an agreement to obtain one upon award if not currently held. Peregrine ensures compliance with such legal and regulatory requirements as part of its contractual obligations, thereby affirming its commitment to meet the county's licensing standards in relation to business tax receipts and permits necessary to perform under the contract. Peregrine follows stringent compliance processes regarding all legally mandated permits and licenses that apply to its operations and contractual engagements. Within the standard Master Service Agreement framework, the company includes clauses requiring itself to secure and maintain all relevant licenses, permits, qualifications, and approvals throughout the contract term. This approach demonstrates Peregrine's proactive compliance posture and legal due diligence to fulfill all conditions precedent to contract performance, reassuring procurement bodies that the company meets all statutory business licensing obligations.

Active Registration with the State of Florida:



Sunbiz.org Division of Corporations
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List Next On List Return to List Peregrine technologies Search

No Events No Name History

Detail by Entity Name

Foreign Profit Corporation
PEREGRINE TECHNOLOGIES, INC.

Filing Information

Document Number	F25000002300
FEI/EIN Number	NONE
Date Filed	04/16/2025
State	DE
Status	ACTIVE

Principal Address

71 STEVENSON ST. STE 700
SAN FRANCISCO, CA 94105

Mailing Address

71 STEVENSON ST. STE 700
SAN FRANCISCO, CA 94105

Registered Agent Name & Address

CORPORATE CREATIONS NETWORK INC.
801 US HIGHWAY 1
NORTH PALM BEACH, FL 33408

Officer/Director Detail

Name & Address

Title P

NOONE, NICHOLAS
71 STEVENSON ST. STE 700
SAN FRANCISCO, CA 94105

Annual Reports

No Annual Reports Filed

Document Images

04/16/2025 -- Foreign Profit View image in PDF format

Previous On List Next On List Return to List Peregrine technologies Search

No Events No Name History

Florida Department of State, Division of Corporations

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	Police
Division	Office of the Chief
Point of Contact	Matthew Zeller
Phone Number	561-742-6132
Vendor	
Company Name	Peregrine Technologies Licenses
Address	71 Stevenson St, Ste 700 San Francisco, CA 94105
Phone Number	561-253-5878
Point of Contact and Title	Paul Vrchota
What other vendors were contacted? (List company name, contact, and phone number and explain why they were not suitable)	Peregrine offers proprietary algorithms that will enable automatic and auditable deduplication and merging of data
Product or Service	
Product/Service Name	Peregrine Platform
Manufacturer	Peregrine
Make/Model #	SaaS
Price	Total over three years $370,900
Did you negotiate the terms or prices with the vendor? ☑ Yes ☐ No	
Why is this price considered to be fair and reasonable? Based on initial quote we received was $160,000 annually. Year one is $120,000 which is a $40,000. savings.	

Purchasing Division
Sole/Single Source Justification Form

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.

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.

1. Department Director

Matthew Zeller Digitally signed by Matthew Zeller Date: 2026.02.09 12:39:24 -05'00' 02/09/2026

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

CITY OF BOYNTON BEACH
PROCUREMENT SERVICES
SOLE SOURCE DETERMINATION MEMORANDUM

TO: Police Department

FROM: Procurement Services

DATE: October 25, 2026

RE: Sole Source Determination — Peregrine Technologies, Inc. (San Francisco, CA; FL foreign corp F25000002300) — Peregrine platform — Modification No. 1 (Real Time Crime Center integrations + Peregrine Pro AI Assistant) ($710,456.00)
Request ID: SS-20261025-685

DETERMINATION: DETERMINATION: COMPLIANT

I. OVERVIEW

The Police Department submits Modification No. 1 to the Commission-approved Peregrine agreement (R26-027, effective 2/1/2026) for review. The Modification — signed by Peregrine 9/15/2026, City signature block properly still blank — adds data integrations (Axon Fleet 3, standard ALPR pending approval, PIDAS Legacy RMS) and Peregrine Pro with its AI Assistant (governed by new Appendix C), restructures the fee schedule ($583,156 due by 1/31/2027, of which $459,556 is grant-funded for two years of the new integrations per R26-082; $127,300 due 2/2028 for the original integrations), and creates two non-automatic option years with an either/or structure (original integrations only, or the bundled new-integrations package).

The sole source basis for the MODIFICATION is genuine and verified: only Peregrine can build integrations into its own proprietary platform (ontology, deduplication algorithms, pre-built connectors), the platform is installed and in production for the Real Time Crime Center, and the developer sells direct — circumstance (B), consistent with the Commission's original determination. The review documents honestly that platform-level alternatives exist in the market; they are relevant to a future replatforming decision, not to this Modification. Approval path: $710,456 of new money far exceeds $75,000 — the Modification requires City Commission approval before the City signs.

II. DOCUMENTS SUBMITTED

Document	Present	Date	Notes
Modification No. 1 (Peregrine-signed)	Y	2026-09-15	Signed by Peregrine Head of Commercial Operations 9/15/2026; City block blank (correct — Commission first). Fee schedule: $120,000 Year 1 (paid); $583,156 by 1/31/2027; $127,300 by ~2/2028; Option

			Year 1: $131,119 (original-only) or $367,790 (bundle); Option Year 2: $135,052 or $378,828. DEFECT: both Year-5 payments read 'within 30 days of 2/1/29' — should be 2/1/30. Options are non-automatic and bundle pricing cannot be split.
Appendix C — AI Assistant Addendum	Y	2026-09-15	Governs Peregrine Pro AI features. Risk terms: AS-IS/AS-AVAILABLE, no SLA or support obligation, Peregrine may limit/suspend/terminate access, no Peregrine liability or indemnification for the AI features, perpetual royalty-free feedback license, usage/interaction-data monitoring. Protections: NO training on Customer data without written authorization; CJIS-aligned confidentiality; AI may not generate official reports; Department bound to no-sole-reliance and output-verification requirements.
Vendor sole source letter (CEO)	Y	2026-01-27	Nick Noone, Co-Founder/CEO — proprietary platform capabilities (ontology, deduplication, integrated applications, open data architecture, CJIS/AWS GovCloud). Supports the original award; within 12 months of this review; renews 1/2027.
Sole/Single Source Justification Form	Y	2026-02-09	This is the ORIGINAL award's form (Dept Director 2/9/2026; price $370,900 over three years; negotiation documented: initial quote $160,000/yr negotiated to $120,000 Year 1). NOT updated for the Modification — and it answers 'will this purchase obligate the City to a particular vendor in the future?' as NO, which is not defensible for a multi-year SaaS platform. An updated form must accompany the Modification.
R26-027 (resolution + original agreement)	Y	2026-02-01	Commission authorization of the original sole source purchase effective 2/1/2026; FY26 Year 1 payment made (PO 260946, $120,000).
Sunbiz print (embedded in vendor packet)	Y	2025-04-16	PEREGRINE TECHNOLOGIES, INC., FL foreign profit corp F25000002300, ACTIVE, DE-incorporated; print shows 'No Annual Reports Filed' — pull a current detail confirming the 2026 annual report.
Sole Source Justification Form — Modification No. 1 (completed)	Y	2026-10-26	Procurement Services fillable form completed 10/26/2026 from the verified review record: circumstance (B) with the

			installed-base stated, 'only manufacturer' basis, routing screen answered truthfully (cooperative availability disclosed — Carahsoft GSA MAS / OMNIA-FL), three alternatives named with sources in Section E, negotiation record and six-agency comparables in Section F, future obligation answered YES with the exit plan (data-export rights; 8/1/2028 re-research). Signature blocks pending: Department Director, then Purchasing Director recommendation.
SAM.gov exclusions check (evidence)	Y	2026-10-26	Exclusions search for 'Peregrine Technologies' — NO MATCHES FOUND (active records). Screenshot + record note filed.
Price Reasonableness Determination (exhibit)	Y	2026-10-26	Standalone exhibit for the 11/5/2026 Commission agenda backup: fee schedule, methodology, 9-agency comparable table, Carahsoft GSA/OMNIA-FL benchmark condition, negotiation record and structural safeguards, signed determination block.
Carahsoft/GSA price pull (evidence)	Y	2026-10-26	GSA Advantage published Peregrine pricing captured (screenshot + record): Foundation T1 $330,780.86/yr, T2 $592,443.32/yr, Pro $1,481,108.31/yr; Cooperative Purchasing-flagged. Vehicles confirmed on Carahsoft's Peregrine contracts page: GSA MAS 47QSWA18D008F, FL ACS 43210000-23-OMNIA-ACS (to 4/30/2028), NEW NASPO Cloud FL 43230000-26-NASPO-ACS (9/30/2026–9/15/2036).
Florida standing checks (evidence)	Y	2026-10-26	Live Sunbiz detail (ACTIVE, 2026 AR filed 5/1/2026) + FL Convicted Vendor List + FL Discriminatory Vendor List (both currently empty — not listed). Three screenshots + record note filed. With the SAM check, the standing screen is complete.

III. SOLE SOURCE BASIS CLAIMED

- Patented / proprietary item
- OEM repair parts / integral compatibility

Qualifying circumstance: Sec. IX(5)(B) — integral repair accessory compatible with existing equipment; the only parts that can reasonably be used.

IV. INDEPENDENT MARKET VERIFICATION

Market structure finding for the City's need: monopoly — for modifications and integrations to the City's installed Peregrine platform — At the PLATFORM level the market is competitive and mapped on the record: Axon Fusus, FlockOS RTCC, Motorola CommandCentral Aware, Genetec, Hexagon, Mark43, Milestone, Verkada — and agencies do switch (Chula Vista CA moved CommandCentral Aware to Fusus in 1/2026 on a 6–9 month transition). That choice was made by the City Commission in R26-027.

Only Peregrine can build integrations into, and license AI features of, its own proprietary platform; the Modification's subject matter is captive to the installed system, and the documented alternatives are the City's leverage at option exercises and any future replatforming, preserved by its data-export rights.

Verification checks (with evidence):

Check	Result	Method	Evidence / notes
I. Distribution channel	PASS	Packet + market knowledge	Peregrine licenses its platform direct from the developer; no reseller channel. Only the developer can modify its platform's scope, build its integrations, or license its AI features.; Developer-direct SaaS; the Modification's subject matter is captive to the installed platform.
K. Integral to existing City system	PASS	City records	Platform live since 2/1/2026 (Year 1 paid, PO 260946) and operating the Real Time Crime Center with Mark43 CAD/RMS, Axon BWC and legacy-system integrations; the Modification extends that installed system.; Circumstance (B).
L. Market search — platform alternatives	DOCUMENTED	WebSearch	RTCC platform market mapped (8 named vendors incl. Axon Fusus, FlockOS, Motorola CommandCentral Aware, Genetec); agency switching documented (Chula Vista CCA→Fusus, 6–9 months). Comparable Peregrine contract values collected from six agencies ($87K/yr to $3.39M multi-agency; Tampa $595K/14 months with Pro is the closest comparable). None of the alternatives can modify Peregrine's installed platform. Market Verifier preflight (11 logged searches) added: Carahsoft resells Peregrine on GSA MAS + OMNIA/FL ACS vehicle; further comparables — Manhattan Beach CA $460K (4/2026), Santa Clara CA $2.8M/5yr, Newark CA $300K, Prince George County VA $70.5K/yr.; Alternatives matter for any future replatforming decision and for option-year leverage — not for this Modification.
O. Vendor standing (Sunbiz)	PASS — verified live	Packet print	Sunbiz Detail pulled live 10/26/2026: ACTIVE, 2026 annual report filed 5/1/2026 — current-print condition satisfied. FL Convicted Vendor List (F.S. 287.133) and FL Discriminatory Vendor List (F.S. 287.134) checked live same day on DMS: both lists currently hold NO vendors — Peregrine not

			listed. Screenshots + record note filed.; Standing screen COMPLETE with evidence on file.
P. Debarment screen (Sec. XV)	PASS — SAM checked, no matches	Packet + funding review	SAM.gov exclusions search run 10/26/2026 (domain: Entity Information > Exclusions, active records, query 'Peregrine Technologies'): NO MATCHES FOUND. Screenshot + record note filed in the request folder (SAM_gov_exclusions_check_2026-10-26.jpg/.txt). Satisfies 2 CFR 200.214 if the R26-082 grant is federal.; Remaining federal-funds item (if grant is federal): the 2 CFR 200.320(c) noncompetitive justification for the grant file.

Market search log (negative results are evidence):

Date	Search / source	Result
2026-10-25	Peregrine Technologies police data platform competitors real time crime center (WebSearch)	Platform-level alternatives/adjacents documented: Axon, Mark43, Versaterm, SoundThinking CrimeTracer, Carbyne, ALPR-centric tools. No source can modify Peregrine's installed platform; founded by ex-Palantir operators, 100+ agencies.
2026-10-25	Axon Fusus / FlockOS RTCC / Motorola CommandCentral Aware / Genetec police data platform comparison (WebSearch)	RTCC platform market mapped: Axon Fusus (acquired 2/2024; broad third-party ingestion), FlockOS RTCC (narrower, ALPR-centric; Fusus–Flock partnership ended early 2025), Motorola CommandCentral Aware, Genetec, Hexagon, Mark43, Milestone, Verkada. Agencies do switch — Chula Vista CA moved CommandCentral Aware → Fusus (1/2026, 6–9 month transition), proving replatforming is real but costly.
2026-10-25	Peregrine Technologies police contract amounts city council 2025 2026 (WebSearch)	Comparable-agency Peregrine pricing found: Tampa FL $595,000/14 months incl. Peregrine Pro, approved 10/15/2026, state grant via Hillsborough SAO; San Mateo County CA NTE $3,386,218 (1/2026–7/2027, multi-agency); Livermore CA $960,000 through 7/2027; Durham NC $517,000 proposal REJECTED 2/2026 over AI/privacy governance concerns; San Pablo CA $100,000/yr through 2029; DeKalb IL ramp $19,760 → $86,900 → $92,190 → $94,955.
2026-10-25	alternative to Peregrine Technologies real time crime center data integration platform (WebSearch)	Named RapidSOS, Dataminr, Base Operations, CrossWind Technologies, FirstWatch, Perimeter as alternatives/competitors (CB Insights-type listings). Several are only loosely comparable. Other agencies (Durham NC) evaluated Peregrine for RTCC use.
2026-10-25	Peregrine Technologies competitors Palantir Axon Fusus Motorola CommandCentral Hexagon law enforcement (WebSearch)	Listed RapidSOS, Dataminr, Base Operations, PublicEngines, Intuidex, CrossWind. Palantir/Axon/Motorola/Hexagon not named as competitors in these sources; Palantir only linked to Peregrine's founders.

2026-10-25	real time crime center software vendors police data fusion platform suppliers (WebSearch)	Axon Fusus (reported 85%+ RTCC market share per vendor-sourced claim), Motorola Solutions Real-Time Crime Center software, ForceMetrics Velocity were named as RTCC/data-fusion suppliers.
2026-10-25	Peregrine Technologies reseller authorized partner where to buy (WebSearch)	No relevant results; only unrelated vendors' (Netgear, NVIDIA etc.) where-to-buy pages. No Peregrine dealer locator found.
2026-10-25	Peregrine Technologies Sourcewell OR OMNIA OR NASPO OR GSA OR BuyBoard cooperative contract (WebSearch)	Peregrine is on OMNIA Partners (Cobb County GA contract 23-6692-01, 5/1/2023-4/30/2027+options), GSA MAS 47QSWA18D008F (to 8/21/2028), State of Florida contract 43210000-23-OMNIA-ACS (2/13/2024-4/30/2028). No Sourcewell/NASPO/BuyBoard hit.
2026-10-25	https://www.carahsoft.com/peregrine-technologies/contracts (WebFetch) (WebFetch)	Carahsoft lists as authorized reseller/aggregator: GSA MAS 47QSWA18D008F; NASA SEWP V; CMAS (CA); Clark County SD NV (Cobb Co.) JU 25-16; State of Florida (Cobb County/OMNIA) 43210000-23-OMNIA-ACS 2/13/2024-4/30/2028; Fairfax County VA 4400012235; PA DGS 4400028357; E&I EI00063-2021MA.
2026-10-25	Peregrine Technologies city council contract amount police agenda item award (WebSearch)	Livermore CA $960,000 (11/28/2022); Manhattan Beach CA $460,000 (4/7/2026); Newark CA $300,000; Prince George County VA $70,500/yr 3-yr (1/13/2026); Santa Clara $2.8M 5-yr (initially failed); Durham NC council rejected contract (Feb 2026).
2026-10-25	"Peregrine Technologies, Inc." Sunbiz Florida foreign corporation (WebSearch)	No Sunbiz record surfaced via search; only generic foreign-registration guides. Peregrine HQ San Francisco, founded 2018.
2026-10-25	https://search.sunbiz.org/Inquiry/CorporationSearch/SearchResults?inquiryType=EntityName&searchTerm=Peregrine Technologies (WebFetch) (WebFetch)	HTTP 403 Forbidden (expected automated-query block).
2026-10-25	Peregrine Technologies Florida convicted vendor list OR debarment OR suspended (WebSearch)	Only statute text (F.S. 287.133) returned; no mention of Peregrine on convicted/suspended lists. No debarment news found.
2026-10-25	Boynton Beach Peregrine Technologies resolution R26-027 police (WebSearch)	No public record of R26-027 found via search; nothing adverse.

V. COMPLIANCE CONFIRMATIONS

Check	Result	Notes
A. Vendor certification letter(s)	PASS	CEO-signed capability letter 1/27/2026 (within 12 months); renew at 1/2027 with the Modification's integrations reflected.

B. Sole Source Justification Form	PASS — signatures pending	Updated justification form for the Modification COMPLETED 10/26/2026 on the Procurement Services form, populated from the verified review record (replaces the original 2/9/2026 form; the 'future obligation = No' answer is corrected to YES with the exit plan). Outstanding: Department Director signature, then the Purchasing Director recommendation block.
C. Quote / pricing document	PASS (with corrections)	The Modification itself is the priced instrument. Correct the two Year-5 due-date errors (2/1/29 → 2/1/30) before execution; confirm the option-year bundle figures are final (submission notes called them placeholders; the signed Mod states $367,790/$378,828).
D. Requisition context / FY aggregate	PASS	Year 1 $120,000 paid under R26-027 (PO 260946). New money $710,456; options to ~$378,828/yr. Lifetime with options up to ~$1.58M — Commission visibility required at each step.
E. Claim classification	PASS	P (proprietary platform/algorithms/ontology) + O (integral to the installed system); circumstance (B) for the Modification.
F. Patent exists and matches	N/A	No patent claim — proprietary-software basis.
G. Patent is live	N/A	No patent claim.
H. Assignee reaches vendor	N/A	No patent claim.
I. Distribution channel	PASS	Developer-direct; no second channel for platform modifications.
J. Co-op / government contract sweep	NOTED — material finding	Market Verifier agent found Peregrine available through Carahsoft on GSA MAS and an OMNIA/State of Florida alternate contract vehicle (43210000-23-OMNIA-ACS). A cooperative vehicle cannot modify the City's direct agreement, but it IS a published-price benchmark for the Modification's licensing and a potential alternative purchasing route (Sec. IX(8)/(11), own approvals) for future license expansions — verify the vehicle's pricing before Commission.
K. OEM / integral to existing system	PASS	Extends the live Real Time Crime Center platform.
L. Market search — functional equivalents	PASS (documented)	Platform alternatives named on the record; none can perform this Modification. Revisit the platform market before option exercises and any renewal.
M. Trade/industry confirmation	PASS	Developer-direct SaaS licensing is the industry structure for proprietary public-safety platforms.

N. Geographic / territory test	N/A	No territorial claim.
O. Vendor standing (Sunbiz)	PASS	Verified live 10/26/2026: Sunbiz ACTIVE w/ 2026 annual report filed 5/1/2026; FL convicted (287.133) and discriminatory (287.134) vendor lists both currently empty — not listed. Screenshots + record note filed.
P. Debarment screen (Sec. XV)	PASS	SAM.gov exclusions checked 10/26/2026 — no matches (evidence filed). FL vendor lists clean per standing screen. 2 CFR 200.320(c) justification still needed if the grant is federal.
Q. Price reasonableness	PASS	Price found fair and reasonable on the GSA published-schedule comparison (evidence filed 10/26): City pricing is below published list for any comparable configuration. Original Year-1 negotiation documented ($160K→$120K). Peregrine's written best-pricing confirmation remains a formality for the file.
R. Threshold & approval path	Presented to Commission on 11.5.2026	$710,456 new money — City Commission approval required; Modification No. 1 is on the 11/5/2026 Commission agenda with the full fee schedule, both option scenarios, and the funding split ($123,600 Traffic Fund + $459,556 grant per R26-082 + $127,300 Year 3). City signature follows approval.

VI. PRICE REASONABLENESS & APPROVAL PATH

Price benchmark: Comparable-agency Peregrine pricing (web sweep 10/25/2026): Tampa FL $595,000/14 months INCLUDING Peregrine Pro (approved 10/15/2026, state-grant funded via the State Attorney's Office) — the closest comparable to the City's Year-2 position of $583,156 for original integrations + new integrations + Peregrine Pro; San Mateo County CA NTE $3.39M multi-agency (1/2026–7/2027); Livermore CA $960K through 2027; San Pablo CA $100K/yr (original-scope scale); DeKalb IL ~$87–95K/yr ramp. The City's original award ($120K Year 1, negotiated down from $160K) and Modification pricing sit within the observed municipal band for comparable scope. Agent preflight added: Manhattan Beach CA $460,000 (4/2026); Santa Clara CA $2.8M/5-yr; Newark CA $300,000; Prince George County VA $70,500/yr; and Peregrine's published pricing on the Carahsoft GSA MAS / OMNIA-FL ACS vehicles — pull the schedule price for the City's license set as the hardest benchmark. COMPLETED GSA pull 10/26: Foundation T1 $330,780/yr, T2 $592,443/yr, Pro $1,481,108/yr published list — City's ≈$291,578/yr all-in is BELOW the smallest published tier.. Assessment: FAIR AND REASONABLE — confirmed by the GSA published-schedule comparison (10/26/2026): the City's ≈$291,578/yr all-in cost including Peregrine Pro is below the smallest published Foundation tier alone ($330,780/yr); Pro alone lists at $1,481,108/yr. First $5,000/yr of third-party API fees borne by Peregrine; City pays the excess — monitor. Governance note from the market: Durham NC rejected a $517K Peregrine contract in 2/2026 over AI and privacy concerns — the Appendix C legal review and the Department's AI-

use procedure are what make the City's item defensible where Durham's failed. Standalone Price Reasonableness Determination exhibit prepared 10/26 for the 11/5/2026 agenda backup.

Price objective (price/cost analysis): MET — the City's Modification pricing is below published GSA schedule list for any comparable configuration (GSA pull 10/26, evidence filed); Peregrine's written best-pricing confirmation remains a formality

Negotiation record (how the price was tested): Year 1 negotiated ($40,000 savings documented); Modification pricing not yet negotiated on the record — best-and-final ask pending

Multi-year escalators: option-year prices are stated as fixed dollar amounts (original-only path ≈ +3%/yr); 'Additional Services' fees ride the Agreement's specified escalators — confirm the R26-027 escalator cap carries through

City walk-away alternatives (BATNA) considered: real and structural: decline the new integrations and run the platform at original scope (the Modification's own either/or option design preserves this); exercise original-only options ($131K/$135K) instead of the bundle; the City retains full data-export rights in open formats, keeping replatforming possible at term end

Vendor annual aggregate (FY26): spend to date $120,000.00; with this award $710,456.00 (CROSSES the $75,000 Commission line, Sec. V annual aggregate) — source: FY26_Compliance_Audit.csv — PO 260946, Police, $120,000 (Year 1, Sole Source, R26-027, COMPLIANT). Modification adds $583,156 (due by 1/31/2027; includes $459,556 grant-funded new integrations for 2/1/27–1/31/29 per R26-082) + $127,300 (Year 3) = $710,456 new money; option years up to $378,828/yr more. Commission approval of the Modification itself is required..

Sole source history with this vendor (prior FY vs current): R26-027 original award 2/1/2026 ($370,900 over 3 years, Year 1 $120,000 paid on PO 260946) → Modification No. 1 adds $710,456 within eight months of go-live; bundle options would take lifetime spend to ~$1.58M. Rapid scope growth on a young platform — document the trajectory for the Commission and re-verify market and pricing before each option exercise.

Approval path: CITY COMMISSION — Modification No. 1 ($710,456 new money; options beyond) (Scheduled for the City Commission agenda of 11/5/2026. Funding split: $123,600 Traffic Fund + $459,556 grant (R26-082) + $127,300 Year 3. SAM exclusions checked clean 10/26; if the grant is federal, add the 2 CFR 200.320(c) justification to the grant file.).

VIII. DETERMINATION & RECOMMENDATION

Recommended procurement route: Sole Source — Sec. IX(5)(B): modification of the City's installed proprietary platform, available only from the developer; City Commission approval of the Modification.

The Modification's subject matter is captive to the installed platform; the determination rides the Commission's original sole source decision and returns to the Commission for the new money.

• Ruled out: Sec. IV(11) exemption — the software-direct-from-developer exemption could describe this purchase, but the Commission-approved sole source framing of R26-027 already governs the agreement; stay consistent and take the Modification to Commission

• Ruled out: Piggyback/co-op Sec. IX(8) — no cooperative vehicle can modify the City's own platform instance

• Ruled out: Three quotes Sec. V — no second firm can build integrations into Peregrine's proprietary platform

• Ruled out: Competition at platform level — real (alternatives documented) but it is a future replatforming decision, preserved by the City's data-export rights, not an alternative for this Modification

Market sweep (10/25) added to the record: Tampa's state-grant-funded $595K/14-month Peregrine Pro approval (10/15/2026) benchmarks the City's Year-2 payment; the rejected $517K Durham item shows AI-governance scrutiny is what sinks these agenda items — the Appendix C review and AI-use procedure are the City's answer. Market Verifier preflight finding: Peregrine is also sold via Carahsoft on GSA MAS and an OMNIA/Florida vehicle — pull that published pricing as the benchmark before the Commission item (condition added). The item is scheduled for the 11/5/2026 Commission agenda; the Price Reasonableness Determination exhibit (10/26) accompanies this memo in the backup. The Carahsoft/GSA price pull is COMPLETE: the City's pricing is below published GSA schedule list for any comparable configuration (Foundation T1 alone lists at $330,780/yr vs. the City's ≈$291,578/yr all-in with Pro) — the cooperative-benchmark condition is satisfied with evidence on file. Standing screen COMPLETE 10/26: live Sunbiz detail (ACTIVE, 2026 annual report filed) and both FL vendor lists (287.133/.134 — currently empty) verified with evidence filed; together with the SAM check, nothing remains open on vendor standing.

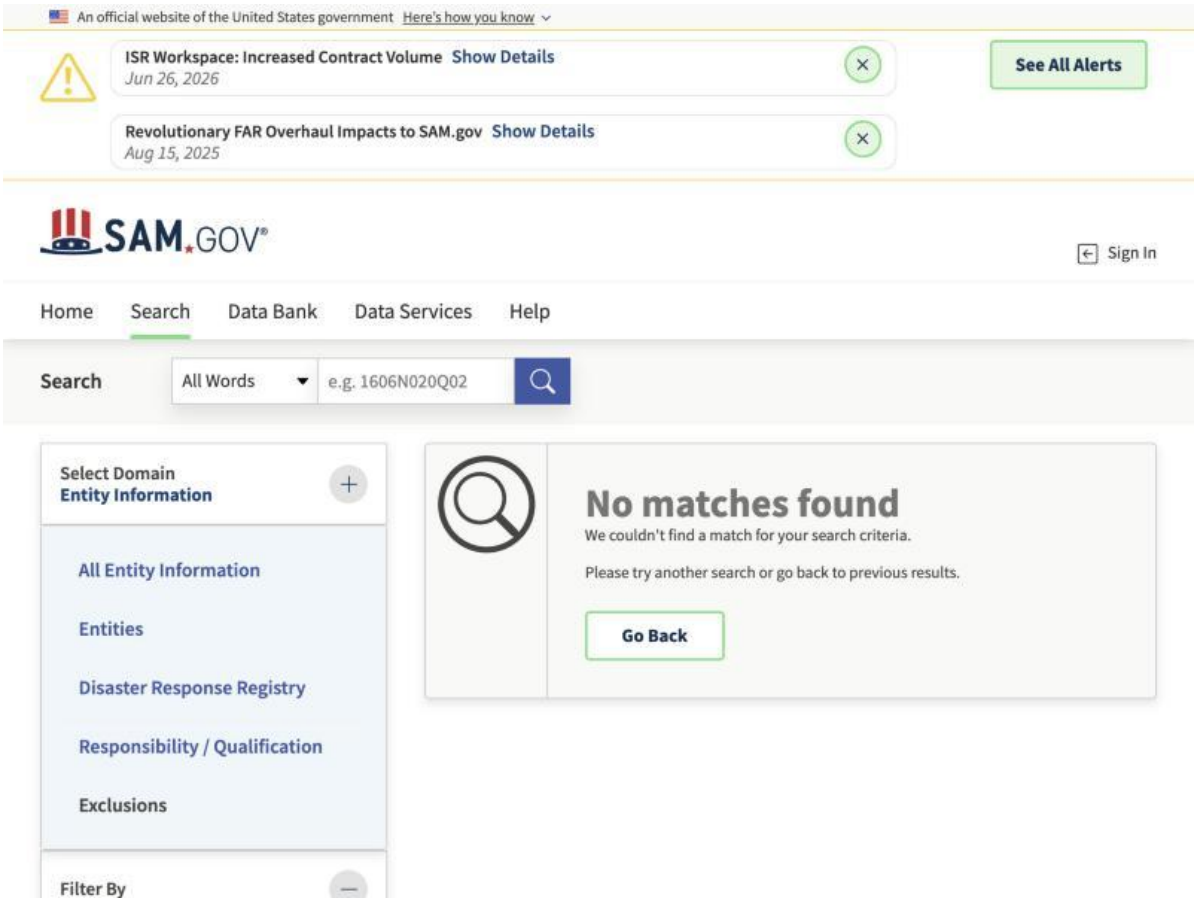
Determination validity: through 2027-01-27 — controlling evidence: CEO capability letter dated 1/27/2026 (12-month rule); Commission approval of the Modification and the corrected signature version are preconditions to execution; scheduled market re-research: 2028-08-01

Market intelligence is continuous: this determination expires with its earliest-expiring evidence (certification letter, patent, exclusivity term, blanket term) and is re-verified at every renewal (Sec. IX(5) review; NIGP — Market Research Process, 2019).

IX. EXHIBITS — VERIFICATION EVIDENCE (captured screenshots)

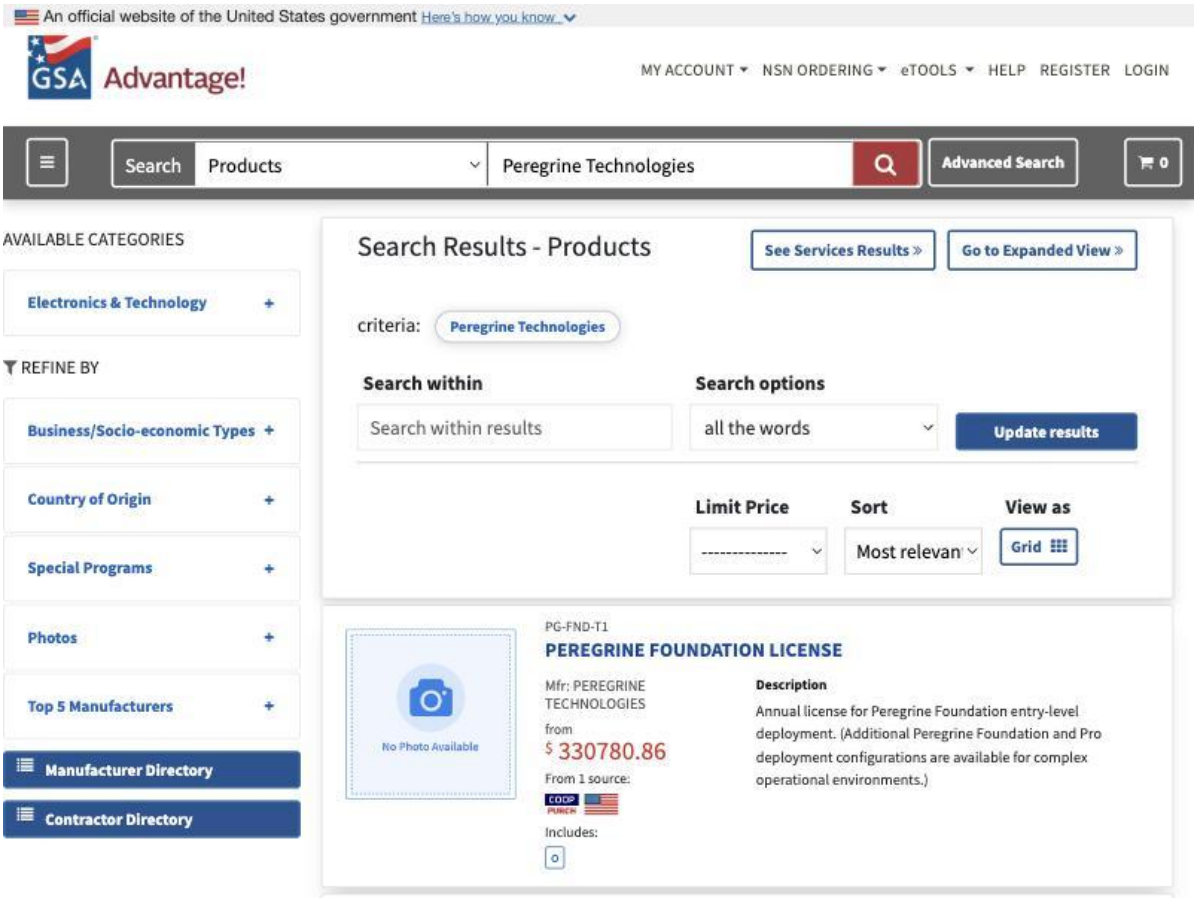
Each exhibit below is a screenshot captured live during this review; the image files and dated record notes are also filed in the request folder.

Exhibit 1 — SAM.gov exclusions search — NO MATCHES (10/26/2026)



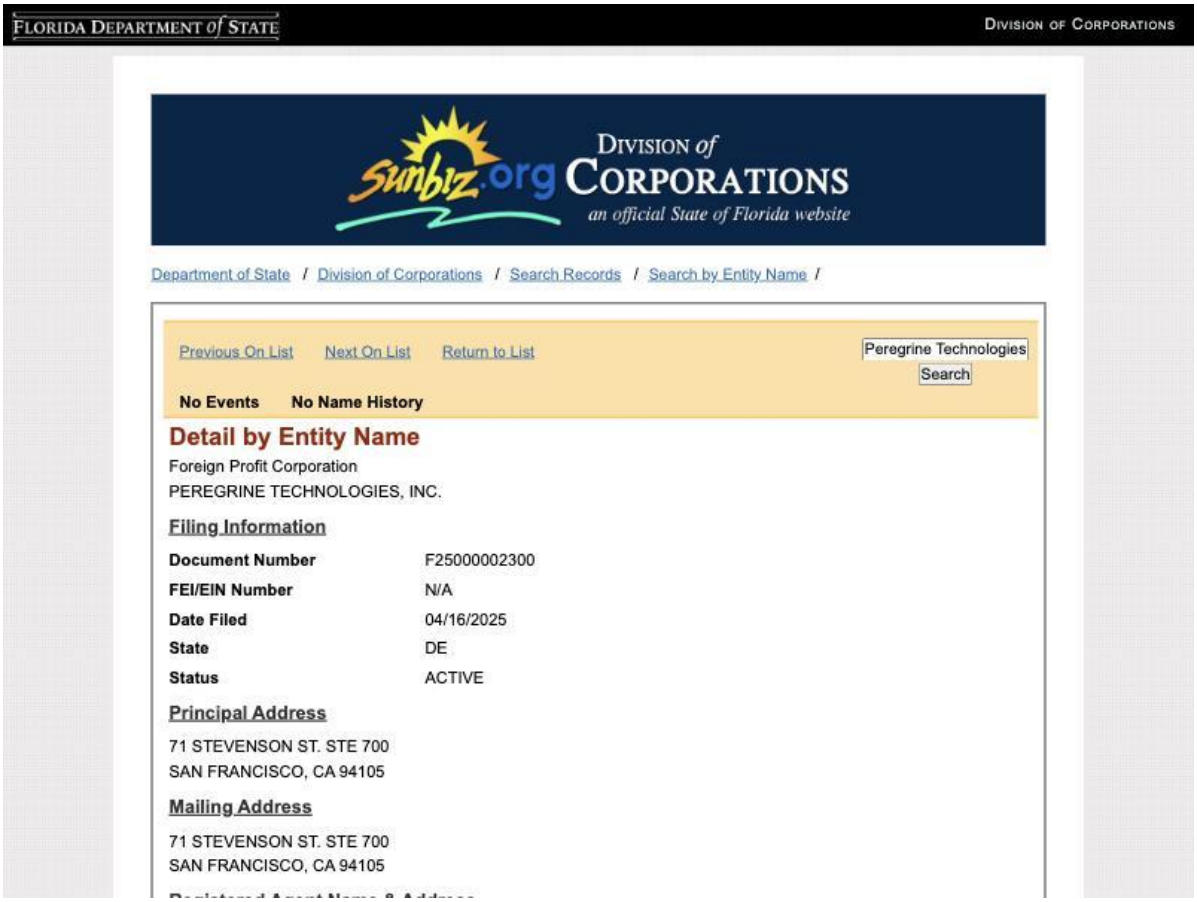
sam.gov > Entity Information > Exclusions (active records), query 'Peregrine Technologies'. No active exclusion exists; satisfies 2 CFR 200.214 if the R26-082 grant is federal.

Exhibit 2 — GSA Advantage published pricing — Peregrine schedule list (10/26/2026)



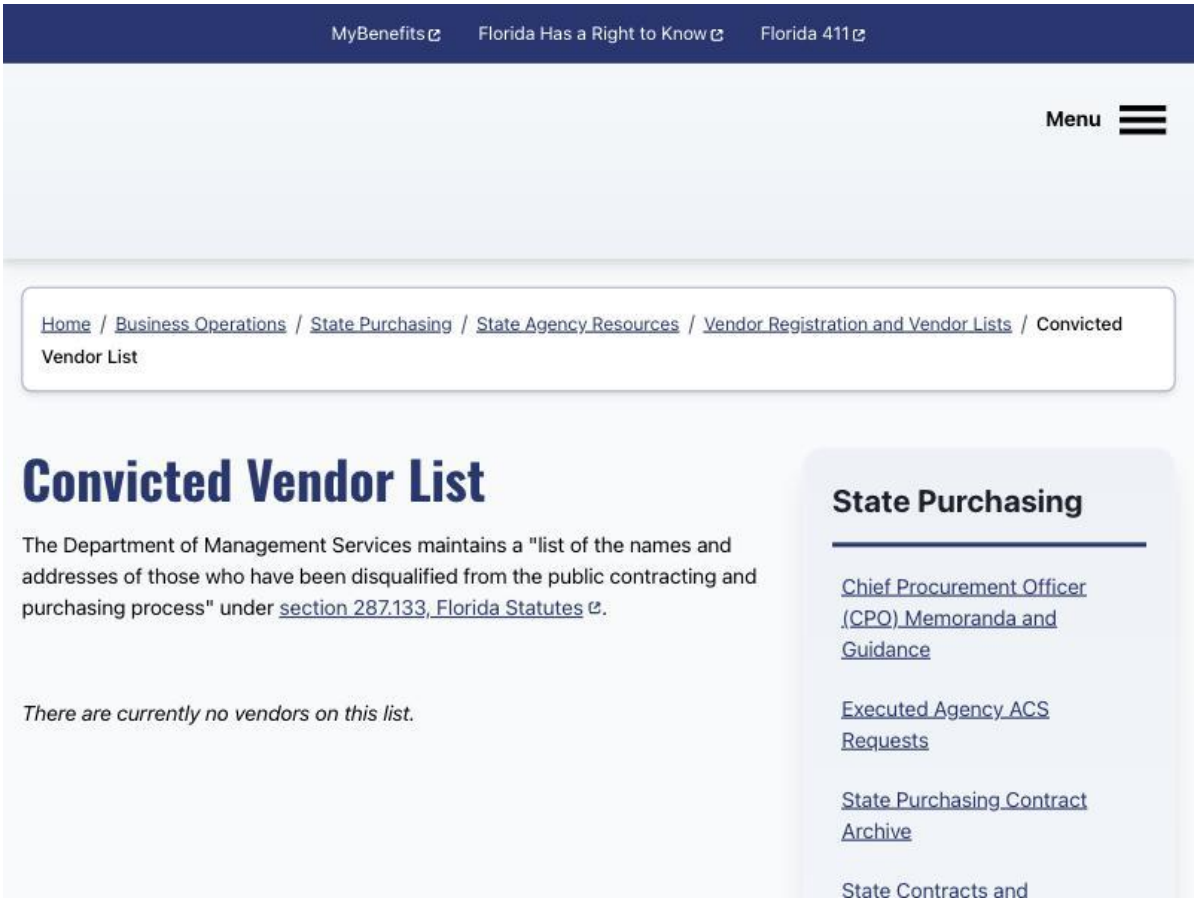
gsaadvantage.gov, Carahsoft MAS 47QSWA18D008F, Cooperative Purchasing-flagged. Foundation T1 $330,780.86/yr; T2 $592,443.32/yr; Peregrine Pro $1,481,108.31/yr — the City's ≈$291,578/yr all-in including Pro is below the smallest published tier.

Exhibit 3 — Sunbiz Detail by Entity Name — ACTIVE, 2026 annual report filed (10/26/2026)



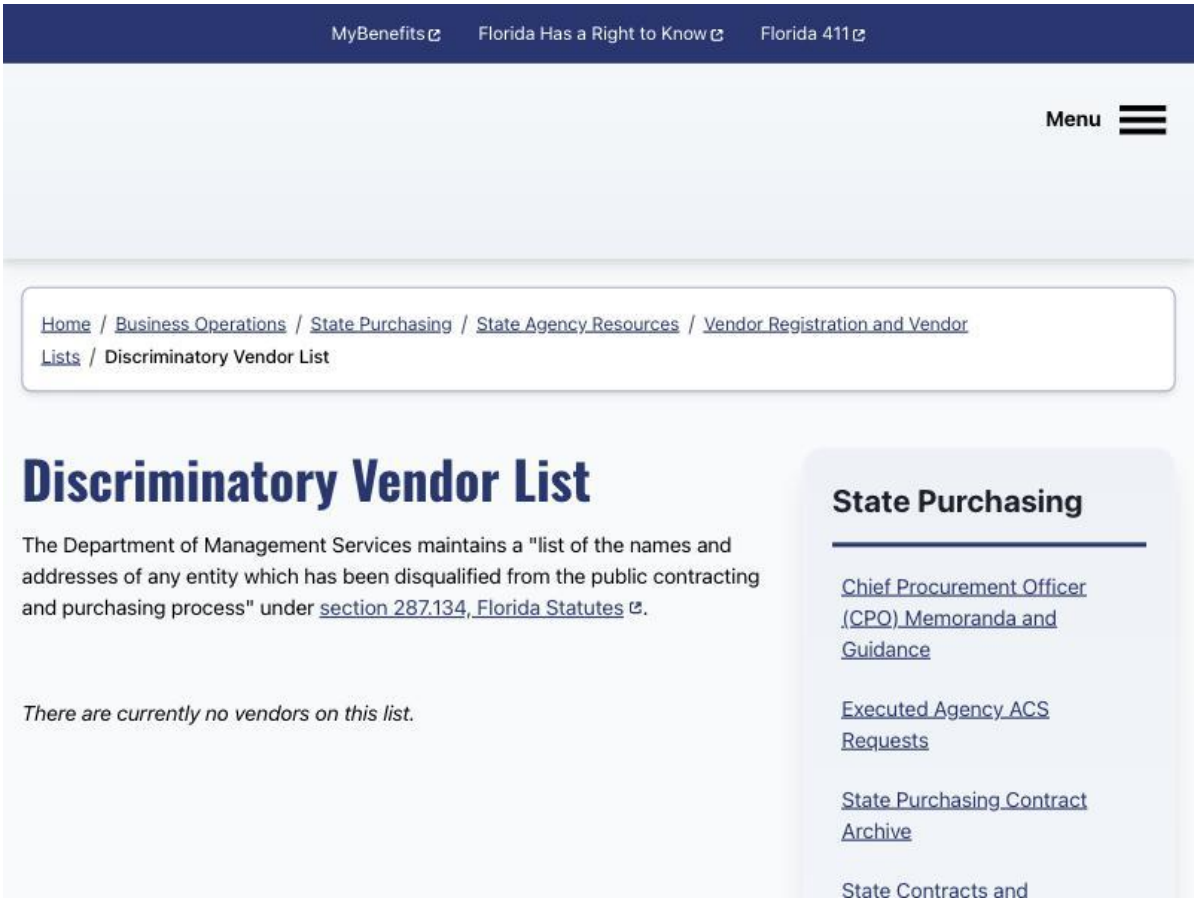
search.sunbiz.org: PEREGRINE TECHNOLOGIES, INC., F25000002300, FL foreign profit corporation (DE), ACTIVE; 2026 annual report filed 5/1/2026; registered agent Corporate Creations Network, North Palm Beach.

Exhibit 4 — Florida Convicted Vendor List (F.S. 287.133) — list currently empty (10/26/2026)



dms.myflorida.com: 'There are currently no vendors on this list.' Peregrine not listed.

Exhibit 5 — Florida Discriminatory Vendor List (F.S. 287.134) — list currently empty (10/26/2026)



dms.myflorida.com: 'There are currently no vendors on this list.' Peregrine not listed.

Approved by Procurement Services

Disclosures for Modification No. 1 to Peregrine Customer Order Form
(Police Department Investigative Platform and Peregrine Pro AI Assistant)

The Police Department uses Peregrine Technologies' investigative data platform under an Order Form approved by Resolution R26-027. This modification adds integrations with Axon Fleet 3, an ALPR system (subject to approval by the Chief of Police), and PIDAS legacy records. It also adds Peregrine Pro, an AI assistant, revises the fee schedule, commits the City to Contract Years 2 and 3, and sets pricing for two optional years that would require separate Commission approval. The modification incorporates the City's existing addendum. Essential business and legal terms are disclosed below. By executing this agreement, you are accepting these terms on behalf of the City.

Term	Requirement
Indemnification	Peregrine must indemnify and defend the City only against third-party claims that the platform or services infringe intellectual property rights, including the Peregrine Pro AI features. The City does not indemnify Peregrine. Peregrine is not liable for the accuracy of AI outputs, or for decisions the City makes in reliance on them. Peregrine's total liability, including its indemnity, is capped at the fees paid in the 12 months before the claim. Neither party is liable for consequential damages, except for breach of confidentiality, indemnity obligations, gross negligence, fraud, or willful misconduct. The agreement does not waive the City's sovereign immunity or the limits of section 768.28, Florida Statutes.
Jurisdiction and Venue	• Florida law governs. • Exclusive venue is in the state courts of the Fifteenth Judicial Circuit in Palm Beach County, or the U.S. District Court for the Southern District of Florida. • Both parties waive jury trial. • Either party may seek injunctive relief in any jurisdiction.
Term and Termination	• Contract Years 2 and 3, which were optional under R26-027, are now committed terms through January 31, 2029, subject only to non-appropriation. Two further optional renewal terms through January 31, 2031 would require written notice from the City and separate Commission approval. • Either party may terminate for a material breach that remains uncured 30 days after notice. The City has no right to terminate for convenience. • The City may terminate if funds are not appropriated. Prepaid fees are not refunded, but the City may continue to use the service through the end of the contract year it has paid for. • Peregrine may suspend service for security threats, unlawful use, or nonpayment. It may limit or suspend Peregrine Pro at any time. Peregrine must refund prepaid fees for any suspension or termination not caused by a City breach. • Within 30 days after termination, Peregrine must return all City data in a standard format and then delete it.

Fees and Costs	• Year 1 is $120,000 (paid). • Year 2 is $583,156, due by January 31, 2027. This amount includes $123,600 for the original integrations and $459,556 to prepay two years of the new integrations through January 31, 2029. • Year 3 is $127,300. • Years 4 and 5, if later approved by the Commission, cost $131,119 and $135,052 with the original integrations only, or $367,790 and $378,828 with the new integrations package. • This item approves a total of $830,456 through Year 3. Exercising both option years with the new integrations package would bring the total to $1,577,074. • Fees are non-refundable, except that Peregrine must refund prepaid fees if it suspends or terminates service for reasons other than a City breach. • The ALPR integration is bundled into the price, so the City pays for it whether or not the Chief of Police approves it. • The City pays any third-party data access fees above $5,000. • Payment is subject to the Local Government Prompt Payment Act.
Data and AI Features	• The City owns its data, including the content of AI queries and responses, which are public records. • Peregrine may not use City data to train AI models. It may use AI query content only to provide and secure the service for the City. It must comply with the CJIS Security Policy and notify the City within 24 hours of a data breach. • Peregrine may retain anonymized, aggregated data for its own use. • Peregrine Pro is provided "as is," with no uptime or support commitment. Outputs may be inaccurate, and the City must maintain policies requiring officers to verify outputs before relying on them. • For the AI features, Peregrine's AI addendum controls over the City's addendum where the two conflict. • Peregrine may not perform the ALPR integration until the Chief of Police approves it in writing.
Insurance	Peregrine must maintain commercial general and automobile liability insurance of $1,000,000 per occurrence and $2,000,000 aggregate, professional liability of $1,000,000, and workers' compensation. The City must be named as an additional insured. The agreement does not require cyber liability insurance.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/ 1/2026

Proposed Resolution No. R26-220- Approving Amendment No. 2 to the Agreement with R & D Paving, LLC for the S.E. 1st Street Improvements Project, increasing the project contingency by $750,229.39, from $485,516.61 to $1,235,746.00, to fund Change Order Nos. 1 and 2, and increasing the total authorized amount of the Agreement from $5,340,682.68 to a total amount not to exceed $6,090,912.07; providing an effective date; and for all other purposes.

Requested Action: Staff recommends approval of Proposed Resolution No. R26-220.

Explanation of Request: On December 2, 2025, the City Commission approved Resolution No. R25-324, awarding Invitation to Bid No. PWE24-008 for the S.E. 1st Street Improvement Project to R&D Paving, LLC for $4,855,166.07, plus a 10% contingency of $485,516.61, for a not-to-exceed total of $5,340,682.68, of which $1,500,000 is funded by FDOT LAP grant funding. Construction has not yet begun.

During the pre-construction phase, two conditions requiring additional work were identified. Change Order No. 1 ($26,316.59) covers exploratory potholing, drainage layout survey, and related repairs to address conflicts with existing underground utilities, and was funded from the project contingency. Change Order No. 2 ($650,270.01) provides for cured-in-place pipe (CIPP) lining of approximately 3,168 linear feet of existing 21-inch sanitary sewer main, including pre-lining inspection, reinstatement of 20 laterals, and bypass pumping. The work will be performed by Johnson-Davis, Inc., a subcontractor identified in R&D Paving's bid.

Together, the change orders total $676,586.60, exceeding the approved 10% contingency by $191,069.99, which requires Commission action. Staff requests an increase to the project contingency of $750,229.39, from 10% to approximately 25.5% of the original bid amount, for a total contingency of $1,235,746.00 and a revised not-to-exceed amount of $6,090,912.07. After both change orders, $559,159.40 will remain available in contingency for unforeseen conditions during construction.

The FDOT LAP grant remains at $1,500,000.

How will this affect city programs or services? The sewer lining restores the structural integrity of an aging sewer main before the new roadway, drainage, and sidewalk improvements are constructed, avoiding future failures and excavation of newly built

infrastructure. Temporary sewer bypass operations and flow coordination with Utilities will be required during the lining work. No negative impacts to existing City programs or services are anticipated.

Budgeted Item: Yes

Account Line Item and Description: 403-5000-538.65-09 – Project UC2103 (Stormwater)
403-5000-535.65-04 – Project UC2103 (Sewer)
303-4905-541.63-08 – Project TR2603

Procurement Methodology Bids and Purchases Only: Competitive sealed bid. Invitation to Bid No. PWE24-008 issued on July 3, 2025.

Fiscal Impact: This is a budgeted item.

Attachments:
R26-220 Agenda_Item_5156-2026_-_Resolution_R26-XXX_-_Amendment_No._2_-_R___D_Paving_-_PWE24-008_SE_1st_Street.docx
Exhibit A to Resolution - PWE24-008 S.E. 1st Street Improvement Project (FDOT Grant Funded) Amendment No 2 - Contractor Signed
R&D Paving, LLC Bid Submittal, ITB PWE24-008
R&D Agreement -- Signed
fully executed amd #1.pdf

RESOLUTION NO. R26-220

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AMENDMENT NO. 2 TO THE AGREEMENT WITH R & D PAVING, LLC FOR THE S.E. 1ST STREET IMPROVEMENTS PROJECT, INCREASING THE PROJECT CONTINGENCY BY $750,229.39, FROM $485,516.61 TO $1,235,746.00, TO FUND CHANGE ORDER NOS. 1 AND 2, AND INCREASING THE TOTAL AUTHORIZED AMOUNT OF THE AGREEMENT FROM $5,340,682.68 TO A TOTAL AMOUNT NOT TO EXCEED $6,090,912.07; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, on December 2, 2025, the City and R & D Paving, LLC ("Contractor") entered into Contract No. PWE24-008 for the S.E. 1st Street Improvements project, a Florida Department of Transportation ("FDOT") Local Agency Program ("LAP") grant project, in the amount of $4,855,166.07, plus a ten percent (10%) contingency of $485,516.61, for a total authorized amount of $5,340,682.68, as approved by the City Commission by Resolution No. R25-324 (the "Agreement"); and

WHEREAS, on May 14, 2026, the City and Contractor entered into Amendment No. 1 to the Agreement to include the holiday and special event work suspensions set forth in FDOT Standard Specifications Section 8-6.4 and a two (2) week holiday suspension of Contractor's operations from December 21, 2026, through January 4, 2027; and

WHEREAS, Change Order No. 1, in the amount of $26,316.59, provides for unforeseen additional work consisting of exploratory potholing, a drainage layout survey, and related repairs to existing underground utilities; and

WHEREAS, Change Order No. 2, in the amount of $650,270.01, provides for a change in scope consisting of cured-in-place pipe ("CIPP") lining of approximately 3,168 linear feet of existing 21-inch sanitary sewer main, pre-lining inspection, reinstatement of twenty (20) laterals, and bypass pumping; and

WHEREAS, Change Order Nos. 1 and 2 total $676,586.60, which exceeds the original Commission-approved contingency of $485,516.61; and

WHEREAS, Section VII – Change Orders of the City's Purchasing Policy Manual requires City Commission approval of change orders that exceed the project budget, consisting of the awarded contract amount plus contingency, before the additional cost is incurred, and Section III,

Definition 3 – Amendment, requires that all amendments be approved in the same manner as the original contract; and

WHEREAS, Contractor has executed Amendment No. 2 to the Agreement (the "Amendment"), which increases the project contingency by $750,229.39, or 15.45% of the original bid amount, from $485,516.61 to $1,235,746.00, or 25.45% of the original bid amount; increases the total Commission-authorized amount of the Agreement, inclusive of contingency, from $5,340,682.68 to $6,090,912.07; provides that Change Order Nos. 1 and 2 shall be funded from the contingency, leaving a remaining contingency balance of $559,159.40; and adds a provision required by Section 287.139, 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 the Amendment, increasing the project contingency to $1,235,746.00 to fund Change Order Nos. 1 and 2, for a total amount not to exceed $6,090,912.07.

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 Amendment, increasing the project contingency by $750,229.39, from $485,516.61 to $1,235,746.00, and increasing the total authorized amount of the Agreement from $5,340,682.68 to a total amount not to exceed $6,090,912.07, and approves Change Order Nos. 1 and 2, totaling $676,586.60, to be funded from the contingency, 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 Amendment. The City Manager or designee is authorized to approve and execute Change Order Nos. 1 and 2 and any subsequent change orders within the remaining contingency balance, and any ancillary documents necessary to accomplish the purposes of this Resolution, provided that the total amount of the Agreement does not exceed

$6,090,912.07.

SECTION 4. The City Clerk shall retain the fully executed Amendment as a public record of the City. A copy of the fully executed Amendment shall be provided to Taralyn Pratt to forward to Contractor.

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

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Thomas Turkin	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Tammy Stanzione
Interim City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

AMENDMENT NO. 2 TO AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND R & D PAVING, LLC FOR S.E. 1ST STREET IMPROVEMENTS

This Second Amendment ("Amendment") is entered into by and between the **City of Boynton Beach**, a Florida municipal corporation ("City"), and **R & D Paving, LLC**, a limited liability company registered to transact business in the State of Florida ("Contractor") (collectively referred to as the "Parties").

RECITALS

A. On December 2, 2025, the Parties entered into Contract No. PWE24-008 (the "Agreement") for S.E. 1st Street Improvements in the amount of $4,855,166.07, plus a contingency of $485,516.61, for a total authorized amount of $5,340,682.68, as approved by the City Commission by Resolution No. R25-324.

B. On May 14, 2026, the Parties entered into Amendment No. 1 to the Agreement (referenced therein as Contract No. PWE24-008B) to include the holiday and special event work suspensions set forth in FDOT Standard Specifications Section 8-6.4 and a two (2) week holiday suspension of Contractor's operations during the Christmas Holiday beginning December 21, 2026, through January 4, 2027.

C. The Parties desire to amend the Agreement to increase the project's Commission-approved contingency from $485,516.61 to $1,235,746.00, to fund Change Order No. 1 and Change Order No. 2, which together exceed the original contingency amount.

D. On _____, 20___, the City Commission approved this Amendment and the increase in the project contingency by Resolution No. R_____.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, City and Contractor 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:

Contingency Increase. The total Commission-authorized amount of the Agreement, inclusive of contingency, is hereby increased from $5,340,682.68 to $6,090,912.07; this includes an increase to the contingency in the amount of $750,229.39 for a total contingency amount of

$1,235,746.00, which is 25.45% of the original Commission-approved Bid amount of $4,855,166.07.

Commission Approved:

Original Commission-approved Bid Amount:	$4,855,166.07
Original Commission-approved 10% Contingency Amount:	$485,516.61

New:

Contingency Increase (15.45%):	$750,229.39
New Total Contingency (25.45%):	$1,235,746.00
New Total Not-to-Exceed Amount:	$6,090,912.07

- Change Order No. 1 ($26,316.59): Unforeseen additional work: exploratory potholing, drainage layout survey, and related repairs to existing underground utilities.
- Change Order No. 2 ($650,270.01): Change in scope: Cured-in-place pipe (CIPP) lining of approximately 3,168 linear feet of existing 21-inch sanitary sewer main, pre-lining inspection, reinstatement of 20 laterals, and bypass pumping.

Change Orders No. 1 and No. 2 total $676,586.60 and shall be funded from the contingency, leaving a remaining contingency balance of $559,159.40.

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 included 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. Contractor acknowledges that through the date this Amendment is executed by Contractor, Contractor has no claims or disputes against City concerning any of the matters covered by the Agreement.

6. The following new sections are added to the Agreement as follows:

(a) Prohibition on Use of City Funds for Diversity, Equity, and Inclusion Material. Pursuant to Section 287.139, Florida Statutes, Contractor certifies that it does not, and will not, use any City funds to require its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion, as those terms are defined in Sections 125.595(1) and 166.04971(1), Florida Statutes. This certification applies to any contract or grant executed or renewed on or after January 1, 2027. It restricts only the use of City funds and does not apply to equal opportunity or anti-discrimination materials required by state or federal law, or to programs that Contractor funds with its own resources.

7. The effective date of this Amendment shall be the date of complete execution by the Parties.

8. 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

DATED this ____ day of _____, 20___.

CITY OF BOYNTON BEACH

_____
Rebecca Shelton, Mayor

Approved as to Form:

_____
Shawna G. Lamb, City Attorney

Attested/Authenticated:

_____
Tammy Stanzione, City Clerk

R & D PAVING, LLC

Meagan Martin
(Signature), Company

Meagan Martin
Print Name of Authorized Official

President
Title

(Corporate Seal)

Attest/Authenticated:

_____
Witness

_____
Print Name

PWE24-008 - S.E. 1ST STREET IMPROVEMENTS

Opening Date: July 3, 2025 3:00 PM

Closing Date: August 15, 2025 3:00 PM

Vendor Details

Company Name:	R & D Paving, LLC
Does your company conduct business under any other name? If yes, please state:	FL
Address:	5730 Corporate Way, Unit 214 WEST PALM BEACH, Florida 33407
Contact:	Nancy Rosso
Email:	estimating@randdpaving.com
Phone:	561-588-6681
Fax:	561-588-6681
HST#:	454469049

Submission Details

Created On:	Monday August 11, 2025 11:23:52
Submitted On:	Friday August 15, 2025 13:34:04
Submitted By:	Nancy Rosso
Email:	estimating@randdpaving.com
Transaction #:	44ca0eb7-9267-4fa2-a46e-42f04625570c
Submitter's IP Address:	147.243.183.54

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.

Indemnification

Make sure your Bid is submitted PRIOR to the deadline. Late Bids will not be accepted.

Bidder shall be responsible for inspecting, examining, and verifying existing conditions.

Bidder is responsible for familiarizing themselves with the nature and extent of the contract documents, the work, the locality, and with all local conditions and regulatory requirements that may, in any manner affect costs, progress, or performance of work.
Bidder agrees to furnish all labor, material, tools, qualified supervision, equipment, accessory material, required bonds, insurance, and permits necessary to complete the proper performance of the work described herein. It is the intent of the City to award this to the lowest responsive/responsible Bidder based on the Grand Total Bid Amount.

The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into a 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.
This bid will remain subject to acceptance for One Hundred Twenty (120) calendar days after the day of bid opening. Bidder will sign and submit the necessary documents required by the City within fifteen (15) calendar days prior to the date of the City's Award.

Bidder has familiarized itself with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
Bidder has given the City written notice of all conflicts, errors, or discrepancies that it has discovered in the contract documents, and the written resolution thereof by the City is acceptable to Bidder.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.

Bidder will complete the Work for the prices shown in the "Bid Form".

Bidder agrees that the Work will be substantially performed and completed in accordance with the schedules established herein.

Description	Quantity	Unit	Unit Price	Total
Indemnification	1	Lump Sum	$25.0000	$ 25.00
			Subtotal:	$ 25.00

Bid Schedule Form

Please Note: For each bid item, the Bidder agrees to furnish all labor, materials, tools, and equipment necessary to properly perform the work described herein and on the project drawings and specifications. A more detailed description of Pay Items is located throughout the Technical Specifications. It is the intent of the City to award this bid based on the Total Base Bid for all bid items; however, the City reserves the right to award the bid by low total per item, by low total per group of items, whichever appears to be in the best interest of the City. In the event of latent multiplication or addition errors, the Bidder recognizes that these are clerical errors and may be corrected by the Owner.

LINE NO.	PAY ITEM NO.	Description	EST. QUANTITY	UNIT	UNIT PRICE *	Total
1	101-1	Mobilization	1	LS	$467,000.0000	$ 467,000.00
2	102-1	Maintenance of Traffic (MOT) plan.	1	LS	$365,000.0000	$ 365,000.00
3	104-10-3	Sediment Barrier	7583	LF	$1.5000	$ 11,374.50
4	104-18	Inlet Protection System	5	EA	$165.0000	$ 825.00

5	108-2	Monitor Existing Structures - Vibration Monitoring	1	LS	$69,080.0000	$ 69,080.00
6	110-1-1	Clearing and Grubbing	4.05	AC	$47,000.0000	$ 190,350.00
7	110-4-10	Removal of Existing Concrete	791	SY	$33.0000	$ 26,103.00
8	110-7-1	Mailbox, F&I, Single	9	EA	$392.0000	$ 3,528.00
9	120-1	Regular Excavation	3064	CY	$33.7000	$ 103,256.80
10	120-6	Embankment	124	CY	$99.0000	$ 12,276.00
11	160-4	Type B Stabilization	11831	SY	$21.2000	$ 250,817.20
12	285-704	Optional Base Group	11760	SY	$24.8500	$ 292,236.00
13	327-70-16	Milling Existing Asphalt Pavement, 1/2" Average Depth	2425	SY	$4.0500	$ 9,821.25
14	334-1-53	Superpave Asphaltic Concrete (Traffic C) (PG76-22)	3080	TN	$202.2500	$ 622,930.00
15	425-1-312	Inlets, Curb, Type, P-1, >10’	1	EA	$18,370.0000	$ 18,370.00
16	425-1-322	Inlets, Curb, Type, P-2, >10’	2	EA	$20,350.0000	$ 40,700.00
17	425-1-351	Inlets, Curb, Type, P-5, <10’	2	EA	$12,870.0000	$ 25,740.00
18	425-1-352	Inlets, Curb, Type, P-5, >10’	7	EA	$16,528.0000	$ 115,696.00
19	425-1-361	Inlets, Curb, Type, P-6, >10’	2	EA	$14,080.0000	$ 28,160.00
20	425-1-362	Inlets, Curb, Type, P-6, >10’	4	EA	$17,600.0000	$ 70,400.00
21	425-1-452	Inlets, Curb, Type, J-5, >10’	1	EA	$20,460.0000	$ 20,460.00
22	425-1-462	Inlets, Curb, Type, J-6, >10’	1	EA	$20,570.0000	$ 20,570.00
23	425-1-521	Inlets, DT Bot, Type C, <10’	4	EA	$9,020.0000	$ 36,080.00
24	425-1-524	Inlets, DT Bot, Type C, J-Bot, >10’	1	EA	$16,170.0000	$ 16,170.00
25	425-1-525	Inlets, DT Bot, Type C, Partial	7	EA	$3,300.0000	$ 23,100.00
26	425-1-711	Inlets, Gutter, Type V, <10’	9	EA	$8,525.0000	$ 76,725.00
27	425-1-713	Inlets, Gutter, Type V, J Bot, <10’	1	EA	$15,400.0000	$ 15,400.00
28	425-2-41	Manholes, P-7, <10’	6	EA	$7,810.0000	$ 46,860.00
29	425-2-42	Manholes, P-7, <10’	1	EA	$11,220.0000	$ 11,220.00
30	425-2-43	Manholes, P-7, Partial	4	EA	$5,170.0000	$ 20,680.00
31	425-5	Manhole, Adjust	1	EA	$935.0000	$ 935.00
32	425-5-1	Manhole, Adjust, Utilities	18	EA	$935.0000	$ 16,830.00
33	425-6	Valve Boxes, Adjust	13	EA	$825.0000	$ 10,725.00
34	425-10	Yard Drain	1	EA	$9,020.0000	$ 9,020.00
35	430-175-115	Pipe Culvert, Optional Material, Round, 15” S/CD	8	LF	$413.0000	$ 3,304.00
36	430-175-118	Pipe Culvert, Optional Material, Round, 18” S/CD	351	LF	$242.0000	$ 84,942.00
37	430-175-124	Pipe Culvert, Optional Material, Round, 24” S/CD	99	LF	$462.0000	$ 45,738.00
38	443-70-4	French Drain, 24”	1722	LF	$275.0000	$ 473,550.00
39	520-1-7	Concrete Curb and Gutter, Type E	257	LF	$67.7000	$ 17,398.90
40	520-1-10	Concrete Curb and Gutter, Type F	3945	LF	$35.4000	$ 139,653.00
41	520-2-4	Concrete Curb, Type D	555	LF	$24.6000	$ 13,653.00
42	520-2-10	Concrete Curb, Header Curb	1477	LF	$36.4500	$ 53,836.65
43	520-3	Valley Gutter – Concrete	1742	LF	$36.6500	$ 63,844.30
44	522-1	Concrete Sidewalk and Driveways, 4” Thick	3196	SY	$52.6000	$ 168,109.60
45	522-2	Concrete Sidewalk and Driveways, 6” Thick	2372	SY	$68.2000	$ 161,770.40
46	527-2	Detectable Warnings	984	SF	$24.4500	$ 24,058.80
47	550-10-220	Fencing, Type B, 5.1-6.0’, Standard	117	LF	$40.4500	$ 4,732.65
48	570-1-2	Performance Turf, Sod	2464	SY	$14.9000	$ 36,713.60
49	1644-300	Fire Hydrant, Install	11	EA	$33,275.0000	$ 366,025.00
50	1644-900	Fire Hydrant, Remove	10	EA	$1,980.0000	$ 19,800.00
					Subtotal:	$ 4,725,568.65

Signing and Pavement Marking

Please Note: For each bid item, the Bidder agrees to furnish all labor, materials, tools, and equipment necessary to properly perform the work described herein and on the project drawings and specifications. A more detailed description of Pay Items is located throughout the Technical Specifications. It is the intent of the City to award this bid based on the Total Base Bid for all bid items; however, the City reserves the right to award the bid by low total per item, by low total per group of items, whichever appears to be in the best interest of the City. In the event of latent multiplication or addition errors, the Bidder recognizes that these are clerical errors and may be corrected by the Owner.

LINE NO.	PAY ITEM NO.	Description	EST. QUANTITY	UNIT	UNIT PRICE *	Total
51	700-1-11	Single Post Sign, F&I Ground Mount, up to 12 SF	46	AS	$743.0000	$ 34,178.00
52	700-1-12	Single Post Sign, F&I Ground Mount, 12-20 SF	3	AS	$2,420.0000	$ 7,260.00
53	700-1-60	Single Post Sign, Remove	35	AS	$121.0000	$ 4,235.00
54	706-1-3	Raised Pavement Marker, Type B without Final Surface Markings (Mono-Directional, Yellow)	42	EA	$6.0500	$ 254.10
55	706-1-3	Raised Pavement Marker, Type B without Final Surface Markings (Yellow/Yellow)	137	EA	$6.0500	$ 828.85
56	706-1-3	Raised Pavement Marker, Type B without Final Surface Markings (Blue/Blue)	22	EA	$7.1500	$ 157.30
57	710-90	Painted Pavement Markings, Final Surface	1	LS	$9,876.0000	$ 9,876.00
58	711-11123	Thermoplastic, Standard, White, 12” for Crosswalk and Roundabout	103	LF	$3.6500	$ 375.95
59	711-11124	Thermoplastic, Standard, White, 18” for Diagonal and Chevron	102	LF	$4.4000	$ 448.80
60	711-11125	Thermoplastic, Standard, White, Solid, 24” for Stop Line and Crosswalk	368	LF	$5.5500	$ 2,042.40
61	711-11141	Thermoplastic, Standard, White, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6”	0.01	GM	$2,505.0000	$ 25.05
62	711-11160	Thermoplastic, Standard, White, Message or Symbol	4	EA	$495.0000	$ 1,980.00
63	711-11170	Thermoplastic, Standard, White, Arrows	1	EA	$61.0000	$ 61.00
64	711-11241	Thermoplastic, Standard, Yellow, 2-4 Dotted Guideline / 6-10 Dotted Extension Line, 6”	0.082	GM	$2,505.0000	$ 205.41
65	711-16101	Thermoplastic, Standard-Other Surfaces, White, Solid, 6”	0.111	GM	$6,389.0000	$ 709.18
66	711-16201	Thermoplastic, Standard-Other Surfaces, Yellow, Solid, 6”	0.929	GM	$6,389.0000	$ 5,935.38
					Subtotal:	$ 68,572.42

ALLOWANCES

Please Note: For each bid item, the Bidder agrees to furnish all labor, materials, tools, and equipment necessary to properly perform the work described herein and on the project drawings and specifications. A more detailed description of Pay Items is located throughout the Technical Specifications. It is the intent of the City to award this bid based on the Total Base Bid for all bid items; however, the City reserves the right to award the bid by low total per item, by low total per group of items, whichever appears to be in the best interest of the City. In the event of latent multiplication or addition errors, the Bidder recognizes that these are clerical errors and may be corrected by the Owner.

LINE NO.	PAY ITEM NO.	Description	EST. QUANTITY	ALLOWANCE	UNIT PRICE	Total
1	RD-1	Irrigation System Modifications	1	LUMP SUM	$10,000.0000	$ 10,000.00
2	RD-2	Video Allowance	1	LUMP SUM	$20,000.0000	$ 20,000.00
3	RD-3	Tree Allowance	1	LUMP SUM	$15,000.0000	$ 15,000.00
4	RD-4	Miscellaneous Metals Allowance	1	LUMP SUM	$1,000.0000	$ 1,000.00
5	RD-5	Water Main Modifications	1	LUMP SUM	$15,000.0000	$ 15,000.00
					Subtotal:	$ 61,000.00

Summary Table

Bid Form	Amount
Indemnification	$ 25.00
Bid Schedule Form	$ 4,725,568.65
Signing and Pavement Marking	$ 68,572.42
ALLOWANCES	$ 61,000.00
Subtotal Contract Amount:	$ 4,855,166.07

CERTIFICATION

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we (I) have read the entire document, including the Specifications, FDOT Requirements, Federal Grant Requirements, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation to Bid.

LINE ITEM NO. 10 - Dropdown option only available for this line item.

Line Item	Description	Response *	Options
1	Company Name	R & D Paving, LLC	
2	Address	5730 Corporate Way, Unit 214, West Palm Beach, FL 33407	
3	Telephone	561-588-6681	
4	City	West Palm Beach	
5	State	Florida	
6	Zip Code	33407	
7	Contractor's License Number	CUC1226030	
8	Federal Tax ID Number	454469049	
9	Email address for above signer	nancy@randdpaving.com	
10	Indicate which type of organization from the list in the Options Column	LLC	Limited Liability

VENDOR DRUG FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:
IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. 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.
1. 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.
2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
3. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
4. Impose a section 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.
5. 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 form complies fully with the above requirements.

Line Item	Description	Response *
1	I Hereby Acknowledge the Drug Free Information Above and Will Abide by Everything in this Section.	Yes

BIDDER'S QUALIFICATION STATEMENT

Line Item	Description	Response *
1	How many years has your organization been in business under its present name?	13 Years
2	If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute.	N/A
3	Under what former name (s) had your business operated? Also list former address(es) of that business, if any.	N/A
4	Have you ever been disbarred or suspended from doing business with any governmental entity? If Yes, explain.	No
5	Are you licensed? If Yes, attach copy of license to submission package.	Yes
6	Has your company ever declared bankruptcy? If Yes, explain.	No
7	What is the last project of this nature that you have completed? List name of project, date completed, and project budget.	Lyons Road/Sansburys Way Buffered Bike Lane, March 2025, $6,020,389.47
8	Have you ever failed to complete work awarded to you. If so, when, where, and why?	No
9	Has the Bidder or any principals of the Firm failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? If yes, please explain. If no, please state N/A.	No

SCRUTINIZED COMPANIES DETERMINATION

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, CONTRACTOR certifies that CONTRACTOR is not participating in a boycott of Israel. CONTRACTOR further certifies that CONTRACTOR is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, nor has CONTRACTOR been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to CONTRACTOR of the CITY's determination concerning the false certification. CONTRACTOR shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, CONTRACTOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If CONTRACTOR does not demonstrate that the City's determination of false certification was made in error then the City shall have the right toterminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Line Item	Description	Response *
1	I Hereby Acknowledge the Scrutinized Companies - Florida Statute 287.135 and 215.473 Information Above and Will Abide by Everything Outlined in this Section.	(•) Yes ( ) No

E-VERIFY

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts.
Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Line Item	Description	Response *
1	I Hereby Acknowledge the E-VERIFY Information Above and Will Abide By Everything in this Section.	(•) Yes ( ) No

FIRM'S PRIMARY OWNERSHIP

Line Item	Description	Response *
1	Does your firm employ more than 50 persons (including full-time and part-time employees)	Yes
2	Is your firm a construction firm	Yes
3	If you are a construction firm, is the average annual gross revenue for your firm for the past three years greater than $9 million?	Yes
4	Which of the following best describes the gender of your firm's primary owner (at least 51% ownership)	Female
5	Which of the following best describes the ethnicity of your firm's primary owner (at least 51%)	Caucasian
6	Please select the current certification your firm holds: (Note: Proof of Certification must be included in Document Upload Section)	SBE
7	Indicate the agency or agencies that have granted the certification to your firm.	Palm Beach County

PALM BEACH COUNTY INSPECTOR GENERAL

The Bidder if awarded Contractor, is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any Agreement resulting from this solicitation and, in furtherance thereof, may demand and obtain records and testimony from the Contractor and its sub-contractor and lower-tier sub-contractors.

Line Item	Description	Response *
1	I Hereby Acknowledge the Palm Beach County Inspector General Information Above and Will Abide by Everything in this Section.	Yes

REFERENCES

Minimum Experience Requirement: The Bidder must have a minimum of three (5) years of verifiable experience and must have successfully completed at least three (5) municipal projects of similar size, nature, and scope. The City reserves the right to request documentation or references to confirm compliance with this requirement.

The City is interested in learning about other firms' or government agencies' experiences with your firm; as such, please do not list the City of Boynton as a reference.

Line Item	Company Name *	Legal Address *	Contact Name *	Phone Number *	Email Address *
1	Palm Beach County	2300 N Jog Rd, West Palm Beach, FL 33411	Zach King	561-684-4180	zking@pbcgov.org
2	Town of Jupiter	210 Military Trail, Jupiter, FL 33458	Scott Isberner	561-284-4983	scotti@jupiter.fl.us
3	Indian Trail Improvement District	13476 61st St N, West Palm Beach, FL 33412	Robert Robinson	561 793-0874	rrobinson@indiantrail.com
4	City of South Bay	335 SW 2nd Ave, South Bay, FL 33493	Leondrae Camel	561 996-6751	camell@southbaycity.com
5	City of Lighthouse Point	2200 NE 38th St, Lighthouse Point, FL 33064	Charles Schramm	(954) 946-7386	cschramm@lighthousepoint.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.

SUBCONTRACTORS

The Bidder / Proposer shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders / Proposers 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.

☐

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	Work to be Performed *	% Total Contract *	Contractor License No. *	Subcontractor Name / Address *	Subcontractor Phone/Email *
1	Underground	32%	CUC1225299	Johnson-Davis Inc / 604 Hillbrath Dr, Lantana, FL 33462	(561) 588-1170
2	Concrete	9%	CUC1226055	J&D Concrete Works Corp / 685 NW 21 St, Pompano Beach, FL 33060	(561) 480-1516
3	Testing	1%	SLCA32328	Pacifica Engineering Services, LLC / 601 N Congress Ave STE 303, Delray Beach, FL 33445	(561) 419-8460
4	N/A	N/A	N/A	N/A	N/A

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.

- Non Collusive Affidavit & Acknowledgement - Non-Coll.PDF - Wednesday August 13, 2025 09:31:39
- Scrutinized Companies and E-Verify Affidavits - Scrutinized & E-Verify.PDF - Wednesday August 13, 2025 09:32:22
- Bid Bond and Bid Bond Acknowledgement - Bid Bond.PDF - Wednesday August 13, 2025 09:27:36
- Foreign Entity Ownership Affidavit & Anti Kick Back Affidavit - Foreign & Kickback.PDF - Wednesday August 13, 2025 09:26:36
- Anti Human Trafficking Affidavit - Anti Human.PDF - Wednesday August 13, 2025 09:27:04
- Proof of State Certified or County Competency Licenses - License & Competency.PDF - Wednesday August 13, 2025 09:04:41
- Trench Safety Form - Trench Safety Act.PDF - Wednesday August 13, 2025 09:37:44
- Certificate of Insurance & IRS Form W-9 - Insurance & W9.PDF - Wednesday August 13, 2025 11:54:51
- Bid Form - Bid Form.PDF - Wednesday August 13, 2025 09:25:31
- FDOT Certification Forms and Federal Grant Forms - FDOT DOCS.PDF - Friday August 15, 2025 08:48:03
- Additional Document (optional)

Addenda, Terms and Conditions

STANDARD TERMS AND CONDITIONS FOR FEDERALLY FUNDED SOLICITAITONS

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 which may be paid for or reimbursed with federal funds. The term "vendor" as used below may collectively apply to vendors, bidders, proposers, consultants, contractors, and subcontractor. Notwithstanding anything to the contrary set forth herein, vendor shall comply with the all applicable federally required standard provisions whether set forth herein below, in 2 CFR Part 200, or otherwise.

1. FAMILIARITY AND COMPLIANCE WITH LAWS, LEGAL CONDITIONS CODES AND REGULATIONS:
Federal, State, County, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the vendor shall in no way be a cause for relief from responsibility. The vendor shall strictly comply with Federal, State, and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. The vendor certifies that all products (materials, equipment, processes, or other items) meet all ANSI, NFPA, and all other Federal and State requirements. The vendor further certifies that the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on the date of delivery, all costs necessary to bring the product into compliance shall be borne by the vendor.
Any toxic substance provided to the City as a result of this solicitation and resulting agreement/contract shall be accompanied by its Safety Data Sheet (SDS).
Unless otherwise provided by federal law, the Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the vendor and the City for any terms and conditions not specifically stated otherwise.

2. 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.

3. DISCRIMINATION PROHIBITED:
The City is committed to assuring equal opportunity in the award of orders/contracts and complies with all laws prohibiting discrimination. The vendor warrants and represents that throughout the term of the contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered a default of the contract. The vendor shall comply with all applicable Federal statutes relating to nondiscrimination as may be applicable. These include but are not limited to:

A. Title VI of the Civil Rights Act of 1964 (P.C. 88-352) which prohibits discrimination on the basis of race, color, or national origin;

B. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and §§1685-1686), which prohibits discrimination on the basis of sex;

C. Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps;

D. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;

E. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse;

F. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

G. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee3), as amended, relating to the confidentiality of alcohol and drug abuse patient records;

H. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

I. Rehabilitation Act of 1973 any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made;

J. Executive Order 11063, which prohibits discrimination in the sale, easing, rental, or other disposition of properties and facilities owned or operated by the federal government or provided with federal funds;

K. Housing and Community Development Act of 1974, which provides no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with federal funds;

L. Fair Housing of 1968, which provides participating agencies must affirmatively further fair housing for classes protected under the Fair Housing Act. Participating housing counseling agencies are expected to help remedy discrimination in housing and promote fair housing rights

and fair housing choice; and,

M. The requirements of any other nondiscrimination statute(s) which may apply to the application. The vendor shall comply with the Drug-Free Workforce Act of 1988.
The vendor 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. This clause is not enforceable by or for the benefit of and creates no obligation to, any third party. The vendor shall include this language in its sub-contracts.

4. INDEPENDENT CONTRACTOR RELATIONSHIP:

The vendor is, and shall be, in the performance of all work, services, and activities under this solicitation and the resulting agreement/contract, an independent contractor and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to the agreement/contract shall at all times, and in all places, be subject to the vendor's sole direction, supervision, and control. The vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, the vendor'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. NON-COLLUSION:

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.

6. LOBBYING:
A. CONE OF SILENCE: Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation as of the deadline to submit the proposal, bid, or other response and shall remain in effect until City Commission awards or approves a contract rejects all bids or responses or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for 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-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.
B. BYRD ANTI-LOBBYING AMENDMENT FOR PROCUREMENTS VALUED AT OR ABOVE $100,000 (Certification Required): Vendors who apply for an award 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 Vendor. Upon request, the Vendor agrees to provide the City with a completed certificate titled Byrd Anti-Lobbying Amendment and subsequent certification(s) for it and/or its suppliers, subcontractors, and sub-vendors after agreement/contract award.
7. CONFLICT OF INTEREST / GIFT POLICY:

The vendor 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 vendors 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 vendor's firm or any of its branches.
Additionally, 2 CFR 200.318 (c)(1) requires disclosure of a potential conflict of interest and standards of conduct for "organizational conflicts of interest", which may also apply to non-profit sub-recipients of federal funds; and, gift requirements. As such, the following provisions shall also govern in those instances where federal funds are utilized for purchasing goods or services:

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 vendor considered for a City contract.

In addition, the vendor 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 vendor.

B. ORGANIZATIONAL CONFLICT OF INTEREST: The vendor shall not have activities or relationships (a) causing the vendor to be unable, or potentially unable, to render impartial assistance or advice to the City; (b) impairing the vendor's objectivity in performing the contract work; or (c) resulting in an unfair competitive advantage.

C. GIFT POLICY: No vendor who is a party to, or receives a benefit from, this agreement/contract 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 vendor who is a party to, or receives a benefit from, this agreement/contract.

8. 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 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.

9. INDEMNIFICATION:

Regardless of the coverage provided by any insurance, the vendor shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission of the vendor, its agents, servants or employees during the course of performing services or providing goods pursuant to this solicitation and/or the resultant contract. Further, the vendor shall hold the City harmless and indemnify 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 vendor.

10. PUBLIC RECORDS, ACCESS, AUDITS, AND RETENTION:

The vendor 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/contract 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 vendor, or by or in conjunction or consultation with any other party whether or not a party to the agreement/contract, whether or not in privity of contract with the City or the vendor, 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 vendor believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The vendor shall maintain all records pertaining to the procurement of the goods or services paid with federal funds for a period of five (5) years from the date of submission of the final expenditure report for the entire federal allocation or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity. The City and the relevant federal agency shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the vendor's place of business. Exceptions include:

A. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action is taken.

B. When the City has received written notification to extend the records retention period from the federal awarding agency, agency for audit, oversight agency for audit, agency for indirect costs, or pass-through entity.

C. Records for equipment acquired with federal funds must be retained for five (5) years after final disposition.

D. When records are transferred to or maintained by the federal awarding agency or pass-through entity, the five (5) year retention requirement is not applicable to the City.

E. The vendor must comply with all of the provisions of 2 C.F.R. 200 — Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

F. Vendor shall provide the City with an annual financial audit report that meets the requirements of Sections 11.45 and 216.349, Florida Statutes, and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. §§ 7501-7507, and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding sub-recipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions and shall fully cooperate with any other party's compliance with said provisions.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the vendor: (i) provides a service; and (ii) acts on behalf of the City as provided under Section 119.01 1 (2), F.S., the vendor shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The vendor is specifically required to:

A. Keep and maintain public records required by the City to perform services provided under the agreement/contract.

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/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 agreement/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.

Failure of the vendor 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/contract. The City shall have the right to exercise any and all remedies available to it for breach of agreement/contract, including but not limited to, the right to terminate for cause.

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
100 EAST OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CITYCLERK@BBFL.US

11. INCORPORATION PRECEDENCE AND JURISDICTION:

This solicitation shall be included and incorporated in the award or resulting agreement/contract resulting here from. Any and all legal action necessary to enforce the award or resulting agreement/contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the award or the resulting agreement/contract shall be in a court of competent jurisdiction located in Palm Beach County.

The order of legal precedence is as follows: Laws passed by Congress, which are codified in provisions of the United States Code (U.S.C.) applicable to the funding source for this agreement/contract; Rules or regulations adopted by a federal agency, which are codified in the Code of Federal Regulations(CFR) and applicable to the funding source for this agreement/contract; the federal award or funding document for this agreement/contract; the Super Circular, inclusive of 2 CFR Sections 200.317 — 200.326 and, agreement/contract.

12. LEGAL EXPENSES:

The City shall not be liable to a vendor for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the agreement/contract, or from any other matter generated by or relating to the agreement/contract.

13. 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.

14. NO GOVERNMENT OBLIGATION TO THIRD PARTIES.

The vendor agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement/contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement/contract and shall not be subject to any obligations or liabilities to the Recipient, vendor or any other party (whether or not a party to that agreement/contract) pertaining to any matter resulting from the underlying Agreement/contract. The vendor agrees to include the above clause in each subcontract related in whole or in part with this agreement/contract.

15. SCRUTINIZED COMPANIES:

A. SCRUTINIZED COMPANIES (WHEN AGREEMENT/CONTRACT VALUE IS LESS THAN $1 MILLION): As provided in F.S. 287.135, by entering into an agreement/contract or performing any work in furtherance of this agreement/contract, the Vendor certifies that it, its affiliates, suppliers, subcontractors, and vendors who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

If the City determines, using credible information available to the public, that a false certification has been submitted by Vendor, the resulting agreement/contract may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of the agreement/contract shall be imposed, pursuant to F.S. 287.135.

B. SCRUTINIZED COMPANIES (WHEN AGREEMENT/CONTRACT VALUE IS GREATER THAN $1 MILLION): As provided in F.S. 287.135, by entering into an agreement/contract or performing any work in furtherance of this agreement/contract, the Vendor certifies that it, its affiliates, suppliers, subcontractors and vendors who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria. If the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this agreement/contract may be terminated at the option of the City.

If the City determines, using credible information available to the public, that a false certification has been submitted by Vendor, the resulting agreement/contract may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of the agreement/contract shall be imposed, pursuant to F.S. 287.135.

16. 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.

17. PUBLIC ENTITY CRIMES:

F.S. 287.133 requires the City to notify all vendors of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not obtain an agreement/contract for the construction or repair of a public building or public work, may not lease real property to a public entity, may not be awarded or perform work as a vendor, supplier, or vendor under an agreement/contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

18. FEDERAL SYSTEM FOR AWARD MANAGEMENT:

A agreement/contract shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management ("SAM") (found at www.sam.gov), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

19. DEBARMENT AND SUSPENSION (Certification Required):

A completed "Certification Regarding Debarment and Suspension" is required prior to award. Upon request, the vendor agrees to provide the City with subsequent certification(s) for it and/or its suppliers, subcontractors, and sub-vendors after the Agreement/contract award.
A. This agreement/contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. § 80.995), 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).
B. The vendor 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.
C. This certification is a material representation of fact relied upon by the City (subgrantee). If it is later determined that the vendor 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 Federal Government serving as grantee and City as subgrantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
D. The vendor must comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this agreement/contract is valid. The vendor further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

20. SCIENTIFIC RESEARCH AND DEVELOPMENT / COPYRIGHT / PATENT RIGHTS:

Those orders/agreement/contracts providing federal funds in support of scientific research and development must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreement/contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
The City and the applicable federal agencies shall be the exclusive owner of any patent rights arising as a result of any discovery or invention that arises or is developed in the course of or under this agreement/contract. The City and the applicable federal agencies shall hold the copyright to works produced or purchased under this agreement/contract. The Federal Government holds a royalty-free, non-exclusive and irrevocable license to produce, publish, or otherwise authorize others to use, for Federal Government purposes, copyrighted material that was developed under a Federal award or purchased under a Federal award.

21. HIRING OF MECHANICS OR LABORERS:

(For orders/agreement/contracts greater than $100,000) Any agreement/contract including the employment of mechanics or laborers must provide for compliance with 40 USC 3702, as supplemented by Department of Labor regulations (29 CFR Part 5). Specifically, each vendor is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half (1 1/2) times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.

22. CLEAN AIR ACT, BUY AMERICA, AND THE FEDERAL WATER POLLUTION CONTROL ACT AS AMENDED:

(For orders/agreement/contracts greater than $150,000)
A. The vendor 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.), Buy America (23 U.S.C. § 323 et seq.), and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.).
B. Buy America -Source of Supply-Steel: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any

manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at $ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

C. The vendor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required by the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

D. The vendor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance money.

23. MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY: The vendor is required to comply with mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94—163, 89 Stat. 871) (42 U.S.C. § 6201).

24. PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS: (31 U.S.C. Chapter 38).

The vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the vendor's actions pertaining to this agreement/contract.

25. 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:

D. If the protest relates to an Invitation to Bid or Request for Proposal, the protest shall be received prior to the bid submittal deadline date.

E. If the protest relates to any other matter relating to the 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.

26. FEDERAL CRIMINAL LAW / FALSE STATEMENTS ACT:

The False Statement Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. 31 U.S.C. § 3729. For example, a false claim could include false billing documentation submitted by the City received from a vendor or subcontractor under the agreement/contract.

27. CERTIFICATIONS LICENSES AND PERMITS:

Unless otherwise directed by 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 is the responsibility of the vendor to ensure that all required certifications, licenses, and permits are maintained and are current throughout the term of the agreement/contract, inclusive of any renewals. Failure to meet this requirement shall be considered a default of the agreement/contract.

28. AGREEMENT/CONTRACTING WITH SMALL AND MINORITY BUSINESSES WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS (if applicable):

A. In accordance with the requirements as stated in C.F.R. 200.321, the City encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. The City has made all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The vendor, if prime subcontracts are to be let, shall take the Affirmative Steps listed below in paragraphs 1) through 5) of this Section to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

B. AFFIRMATIVE STEPS must include:

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.

29. PROCUREMENT OF RECOVERED MATERIALS (FOR GOODS VALUED ABOVE $10,000):

Vendor is to provide City with those goods designated by the Environmental Protection Agency "(EPA"), at 40 CFR Part 247 — 247.17, that contain the highest percentage of recovered materials practicable while maintaining a satisfactory level of competition for goods valued above $10,000 or where the value of the goods procured during the preceding fiscal year exceeded $10,000. The vendor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. Categories of goods with the highest percentage of recovered materials include construction products; landscaping products; miscellaneous products; non-paper office products; paper and paper products; park and recreation products; transportation products; and, vehicular products.

30. AMERICANS WITH DISABILITIES (ADA):

The Vendor shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

31. EQUAL EMPLOYMENT OPPORTUNITY:

The vendor shall comply with 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 regulations (41 CFR Chapter 60), for all construction contracts awarded in excess of $10,000 by grantees and their contractors or sub grantees as may be applicable. All contractors and subcontractors performing work in connection with this solicitation shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by any authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

32. REGULATIONS:

The Vendor 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. The Vendor is presumed to be familiar 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.

33. CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT FUNDS:

Reimbursement under this agreement/contract may be from funds distributed from the U.S. Treasury's Coronavirus Relief Fund. If CARES Act Funds are used then, fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding sub-recipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions and any other applicable federal requirement(s) now in effect or imposed in the future.

34. E-VERIFY - EMPLOYMENT ELIGIBILITY:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Vendor, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor 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 Vendor to perform employment duties within Florida during the term of the agreement/contract; and

B. All persons (including sub-vendors/sub-vendors/sub-agreement/contractors) assigned by the Vendor to perform work pursuant to the agreement/contract with the City of Boynton Beach. The Vendor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the agreement/contract is a condition of the agreement/contract with the City of Boynton Beach; and

C. The Vendor 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. The vendor 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 Vendor shall maintain a copy of such affidavit for the duration of the agreement/contract. Failure to comply will lead to termination of this Agreement/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 Agreement/contract under this Section is not a breach of agreement/contract and may not be considered as such. If this agreement/contract is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public agreement/contract for a period of one (1) year after the date of termination.

35. PRICING:

A. Prices offered must be the price for new merchandise and free from defects.

B. The goods and services are competitive bid and the price offered must be in accordance with the agreement/contract. Vendor warrants that prices shall remain firm for the initial and any subsequent term unless modified by the City and vendor.

36. NO SUBMITTAL:

A ‘NO SUBMITTAL’ response can be submitted online through the e-Procurement bidding system.

37. BID DEADLINE:

It is the Vendor's responsibility to assure that the BID is submitted electronically by or at the proper time and date prior to the BID deadline. Late Submittal Responses are not permitted by e-Procurement bidding System.

38. RIGHT TO REJECT BID:

The City reserves the right to reject any or all bids, 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 agreement/contracts with the City or other government entities.

39. 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 agreement/contractual requirements;
B. A satisfactory record of performance;
C. A satisfactory record of integrity;
D. Qualified legally to Agreement/contract within the State of Florida and the City of Boynton Beach;
E. Supplied all necessary information in connection with the inquiry concerning responsibility.

40. INTERPRETATIONS:

Any questions concerning conditions and specifications should be directed to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this specific BID no later than ten (10) days prior to the BID deadline. Inquiries must reference the date by which the BID is to be received.

41. SUBCONTRACTING:

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

42. ADDENDA:

From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the agreement/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 and up until the bid closing time and date in the event, additional addenda are issued. If a Vendor submits their bid 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:

A. make any required adjustments to their Bid; and
B. acknowledge the addenda; and
C. Ensure the re-submitted Bid is RECEIVED by the Bidding System no later than the stated bid closing time and date

40. ADDITIONAL QUANTITIES:

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

41. 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 bid deadline. Each individual sample must be labeled with the Vendor's name, manufacturer's brand name and number, and item reference.

42. 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 product or service application, will form the Bid Award Committee to evaluate and submit a group award recommendation. The City reserves the right to make separate and independent awards based on its needs and the combined evaluation results.

43. ESCALATOR CLAUSE:

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

44. EXCEPTIONS:

Incorporation in a bid of exceptions to any portion(s), of the Agreement/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 agreement/contract documents.

45. ALTERNATES:

Where a base bid is provided for, the Vendor shall submit a bid on the base bid and may exercise their own prerogative in submitting a bid on alternate items. The City reserves the right to accept or reject the alternates or base bid or any combination thereof. The City, 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.

46. NONCONFORMANCE TO AGREEMENT/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.

47. ANTITRUST CAUSE OF ACTION: In submitting a bid to the City of Boynton Beach, the Vendor offers and agrees that if the bid 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.

48. 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 Agreement/contract at no expense to the City.

49. 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.

50. BUSINESS INFORMATION:

If a vendor is a Joint Venture for the goods/services described herein, the Vendor shall, upon request of the City, provide a copy of the Joint Venture Agreement signed by all parties.

51. DELIVERY AND ACCEPTANCE:

Deliveries of all items shall be made as soon as possible. Deliveries are to be made during the normal working hours of the City. Time is of the essence and delivery dates must be met. Should the vendor fail to deliver on or before the stated dates, the City reserves the right to CANCEL the order or agreement/contract and make the purchase elsewhere. The vendor shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for the City of Boynton Beach has, by inspection or test of such items, determined that they appear to fully comply with specifications. The City may return, at the expense of the vendor and for full refund or credit at the discretion of the City, any item(s) received which fail to meet the City's specifications or performance standards.

52. FEDERAL AND STATE TAX:

The City of Boynton Beach is exempt from Federal and state taxes.

53. PRICES / TERMS / PAYMENT:

Firm prices shall be quoted, typed, or printed in ink, and include all packing, handling, shipping charges, and delivery to the destination shown herein. The 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 Utilities or Facilities Departments and the 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.

54. MISTAKES:

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

55. DISCOUNTS:

This will be considered in determining the lowest net cost.

56. CONDITION AND PACKAGING:

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

57. 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 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.

If it is determined that the vendor 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 vendor), the rights and obligations of the parties shall be those provided in Section "Termination for Convenience".

58. 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 thirty (30) 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 and, 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.

59. 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.

60. INSPECTOR GENERAL:

The Vendor agree to comply with section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 20.055(5), Florida Statutes. "(5) It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."
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 agreement/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 agreement/contract justifying its termination.

61. FOB:

The F.O.B. point shall be the destination. If the City agrees, freight charges may be prepaid by the vendor and listed on the invoice; however, the vendor retains title and assumes all responsibility, liability, and risk in transit, and shall be responsible for the filing of claims for loss or damages.

62. 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.

63. AGREEMENT/CONTRACT:

Vendor agrees that by submitting a competitive bid, which is accepted by the City of Boynton Beach, a binding agreement/contract 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 vendor. The vendor certifies that the bid has been made by an officer or employee having the authority to bind the vendor.

64. DELIVERIES:

Deliveries are to be made Monday through Friday, excluding holidays, unless otherwise stipulated.

65. QUANTITIES:

Quantities specified in the agreement/contract cannot be changed without City approval. Goods shipped in excess of the quantity designated may be returned at the vendor’s expense.

66. INSURANCE REQUIREMENTS:

If a vendor is providing a service under this agreement/contract, then the 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 with a CG 2026 additional Insured- Designated Person or Organization Endorsement, or its equivalent, 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 of request). Failure to maintain the required insurance shall be considered a default of agreement/contract.

67. 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.

68. SAFETY DATA SHEETS (SDS):

Any toxic substance provided to the City as a result of this competitive solicitation or resultant agreement/contract shall be accompanied by its SDS.

69. ENDORSEMENTS:

No endorsements by the City of the goods and/or services will be used by the vendor in any way, manner or form.

70. 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 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 1 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) 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

71. 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 vendor 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. Vendors 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, vendors are required to pay wages not less than once a week.

72. COPELAND "ANTI-KICKBACK" ACT (WHEN CONSTRUCTION AGREEMENT/CONTRACT VALUE IS GREATER THAN $2,000):
A. The vendor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirement of 29 C.F.R pt.3 as may be applicable, which are incorporated by reference into this agreement/contract.

B. The vendor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime vendor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with all of these agreement/contract clauses.

C. A breach of the agreement/contract clauses above may be grounds for termination of the agreement/contract, and for debarment as a vendor and subcontractor as provided in 29 C.F.R §5.12.

73. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (WHEN CONSTRUCTION AGREEMENT/CONTRACT VALUE IS GREATER THAN $150,000:
A. Overtime Requirements. No vendor or subcontractor contracting for any part of the agreement/contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, 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 clause, the vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such vendor 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 clause, 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 clause.

C. Withholding for Unpaid Wages and Liquidated Damages. The City of Boynton Beach 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 agreement/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 (2) of this clause.

D. Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor 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 (1) through (4) of this clause.

74. SEISMIC SAFETY:

If this solicitation pertains to the construction of new buildings or additions to existing buildings, the vendor agrees that any new building or addition to an existing building will be designed and constructed in accordance with standards outlined in U.S. Department of Transportation Seismic Safety regulations at 49 CFR Part 41 and will certify compliance to the extent required. The vendor also agrees to ensure that all work performed under the contract, including work performed by a subcontractor, and is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project. The vendor agrees to include the above clause in each subcontract related in whole or in part with this contract.

75. BONDING (FOR CONSTRUCTION PROJECTS OVER $100,00): Except to the extent determined otherwise in writing, the vendor agrees to comply with the following bonding provisions, as may be applicable.

For all Construction Activities: the vendor agrees to provide bid guarantee, contract performance, and payment bonds as required by Section 255.05, Florida Statutes and provided by Federal regulations, to the extent determined adequate in writing, and follow any other construction bonding provisions in Federal directives, except to the extent determines otherwise in writing.

A. Bid Guarantee - A bid guarantee from each vendor equivalent to 5 percent of the bid price. The 'bid guarantee' shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will honor its bid upon acceptance of his bid.

B. Performance Bond - A performance bond on the part of the vendor for 100 percent of the contract price. A 'performance bond' is one executed in connection with a contract to secure the fulfillment of all the vendor's obligations under such contract.

C. Payment Bond - A 'payment bond' is one executed in connection with a contract to assure payment as required by law of all people supplying labor and material in the execution of the work provided for in the contract.

76. SEAL, LOGO, AND FLAGS:

The vendor shall not use the seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific pre-approval.

77. 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 days the City may, at its option and discretion, cancel or renegotiate the agreement/contract.

78. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES:

A. Prohibitions. 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. Unless an exception applies, the vendor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to: (i) 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; (ii) 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; (iii) 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 (iv) 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. This Section does not prohibit vendor from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) 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. By necessary implication and regulation, the prohibitions also do not apply to: (i) 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. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

C. Reporting requirement. In the event vendor 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 required of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information. The vendor shall report the following information: (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 of this clause: 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 vendor shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

79. 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.

80. 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 contract, vendor 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, 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 contract in formats acceptable by vendor.

81. PERSONALLY IDENTIFIBALE INFORMATION: In accordance with 2 C.F.R. §200.303, regarding internal controls of a non-Federal entity, vendor must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a vendor or employee should experience any loss or potential loss of PII, the City shall be notified immediately of the breach or potential breach.

82. 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 vendor pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.

83. INSPECTION AND ACCEPTANCE: (a) The City has the right to review, require correction, if necessary, and accept the work products produced by the vendor. Such review(s) shall be carried out within thirty (30) days so as to not impede the work of the vendor. 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) days from the date of receipt of such product from the vendor. (b) The vendor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the City within seven (7) days of notification or a later date if extended by the City. (c) Failure by the vendor to proceed with reasonable promptness to make necessary corrections shall be a default. If the vendor'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.

84. DOCUMENTATION OF COSTS:

All costs shall be supported by properly executed payrolls, time records, invoices, or 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.

85. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING – F.S. 287.05701:

Bidders 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 Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

86. LOCAL PREFERENCE:

While the City has a Local Preference Policy, this project is funded through the Florida Department of Transportation (FDOT) Local Agency Program (LAP) Agreement, which prohibits the use of local preference in the consideration for award, as provided in Florida Statute §255.0991. The City of Boynton Beach Purchasing Policy, Section XXII allows the City to waive the use of local preference in such circumstances.

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Nancy Rosso, President, R & D Paving, LLC
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
PWE24-008B - SE 1st Street Improvements - Addendum No. 6 Wed August 13 2025 01:26 PM	☑	6
PWE24-008B - SE 1st Street Improvements - Addendum No. 5 Mon August 11 2025 02:56 PM	☑	2
PWE24-008B SE 1st Street Improvements - Addendum No. 4 Mon August 11 2025 12:13 PM	☑	2
PWE 24-008B - SE 1st Street Improvements - Addendum No. 3 Tue July 29 2025 12:13 PM	☑	3
PWE 24-008B - SE 1st Street Improvements - Addendum No. 2 Fri July 18 2025 05:40 PM	☑	2
PWE 24-008B - S.E. 1ST STREET IMPROVEMENTS - Addendum No. 1 Mon July 7 2025 05:00 PM	☑	2

NON-COLLUSION AFFIDAVIT AND CERTIFICATION OF PROPOSER

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

State of Florida)

County of Palm Beach)

Nancy G Rosso, being first duly sworn, deposes and says that:

1) He/She is President (Title) of R & D Paving, LLC (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:

Alex Maxwell
Typed name:

Meagan Martin
Typed name:

BIDDER:

Signed:
Name: Nancy G Rosso
Title: President

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me, by means of ■ physical presence or □ online notarization, this 13th day of August, 2025, by Nancy G Rosso, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 13th day of August, 20 25

Notary Public (Signature)

My Commission Expires: 7/19/2027

PAULETTA CLARKE
Notary Public - State of Florida
Commission # HH 423675
My Comm. Expires Jul 19, 2027
Bonded through National Notary Assn.

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

TO BE COMPLETED AND UPLOADED ONLINE

I, Nancy G Rosso / President, on behalf of R & D Paving, LLC certify

Print Name and Title — Company Name

that R & D Paving, LLC 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 Vendor of the City's determination concerning the false certification. 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 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 Section 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Vendor, I hereby certify that the company identified above in the section entitled "Vendor 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.

R & D Paving, LLC
COMPANY NAME

SIGNATURE

Nancy G. Rosso
PRINT NAME

President
TITLE

8/13/2025
DATE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 13th day of August, 2025, by Nancy G. Rosso, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 13 day of AUGUST, 2025

PAULETTA CLARKE
Notary Public - State of Florida
Commission # HH 423675
My Comm. Expires Jul 19, 2027
Bonded through National Notary Assn.

Notary Public (Signature)

7/19/2027
My Commission Expires:

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

Project Name: S.E. 1st Street Improvements

Solicitation No.: PWE24-008

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.

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:	R & D Paving, LLC
Authorized Signature:	
Print Name:	Nancy G Rosso
Title	President
Date:	8/13/2025
Phone:	561-588-6681

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of ■ physical presence or □ online notarization, this 13th day of August, 2025, by Nancy G Rosso on behalf of R & D Paving, LLC. He/she is personally known to me or has produced _____ as identification.

PAULETTA CLARKE
Notary Public - State of Florida
Commission # HH 423675
My Comm. Expires Jul 19, 2027
Bonded through National Notary Assn.

NOTARY PUBLIC

PAULETTA CLARKE
(Name of Notary Typed, Printed or Stamped)

Title or Rank

Serial number, if any

BID BOND

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS, that R & D Paving, LLC

as Principal, and FCCI Inurance 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 an amount equal to five percent of the principal's bid - - Dollars ($5% of 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 August 13, 20 25, for:

S.E. 1st Street Improvements - FDOT FPN #446078-1-58-01; FM #446078-1-58-01
Bid No. PWE24-008

NOW THEREFORE,

A If the principal shall not withdraw such Bid within (120) calendar days after date of opening of the same, and shall within ten (10) business days after the prescribed forms are presented to the principal for signature, enter into a written Contract with the City 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 City the difference between the amount specified in such Bid and the amount for which the City 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.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 13th day of August, 2025, 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:

R & D Paving, LLC
Name of Firm

WITNESS:

Signature of Authorized Officer (affixed seal)

Nancy G. Rosso / President
Title

5730 Corporate Way, Unit 214
Business Address

West Palm Beach, FL 33407
City and State

SURETY:

FCCI Insurance Company
Corporate Surety

WITNESS:

Terri Zenoni

Attorney-in-Fact (affix seal) Laura W. Dennison

1122 Lady Street, Suite 800
Business Address

Columbia, SC 29201
City and State

USI Insurance Services, LLC
Name of Local Insurance Agency

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Laura W. Dennison

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

Surety Bond No.: Bid Bond
Principal: R & D Paving, LLC
Obligee: City of Boynton Beach

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: _____
Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

_____
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

_____
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

_____
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 13th day of August, 2025

_____
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Nancy G. Rosso, certify that I am the ~~Secretary~~ President of the Corporation named as Principal in the within bond; that I who signed the such Bid Bond on behalf of the Principal, was then President of such Corporation; that I know their signature, and their 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~~
President

(corporate seal)

STATE OF ~~FLORIDA~~ SOUTH CAROLINA)
COUNTY OF ~~PALM BEACH~~ RICHLAND)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared by means of X physical presence or ___online notarization Laura W. Dennison to me well known, who being by me first duly sworn upon oath, says that they are the Attorney-in-Fact, for the FCCI Insurance Company and that they have been authorized by power of attorney to execute the foregoing bond on behalf of the VENDOR named therein in favor for the City of Boynton Beach.

Susan G. White , Notary Public for South Carolina
My commission expires: 2/25/2032

CERTIFICATE AND AFFIDAVIT FOR BONDS

TO: CITY OF BOYNTON BEACH COMMISSIONERS

RE: Bid Number: PWE24-008

Vendor: R & D Paving, LLC

Name: Nancy G. Rosso

Address: 5730 Corporate Way, Unit 214

City/ State: West Palm Beach / FL ZIP: 33407

Phone: 561-588-6681

Bond Amount: 5%

SURETY BOND COMPANY:

Name: FCCI Insurance Company

Address: 6300 University Parkway

City/ State: Sarasota, FL ZIP: 34240

Phone: 800-226-3224

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

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

August 13, 2025
Date

Laura W. Dennison
Agent and Attorney-in-Fact
Laura W. Dennison

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: August 13, 2025

Signed: _____

Entity: R & D Paving, LLC

Name: Nancy G. Rosso

Title: President

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 13th day of August, 2025, by Nancy G. Rosso, as President for R & D Paving, LLC, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

Print Name: PAULETTA CLARKE

State of Florida at Large (Seal)

PAULETTA CLARKE
Notary Public - State of Florida
Commission # HH 423675
My Comm. Expires Jul 19, 2027
Bonded through National Notary Assn.

My commission expires: 7/19/2027

ANTI-KICKBACK AFFIDAVIT

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 of gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____
NAME - SIGNATURE
Nancy G. Rosso / President

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing document was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 13th day of August, 2025, by Nancy G. Rosso, as President of R & D Paving, LLC who is personally known to me or who has produced _____ as identification.

Sworn and subscribed before me
this 13 day of AUGUST, 2024 2025

Printed Information:

Nancy G. Rosso
NAME

President
TITLE

Pauletta Clarke
NOTARY PUBLIC, State of Florida
at Large

PAULETTA CLARKE
Notary Public - State of Florida
Commission # HH 423675
My Comm. Expires Jul 19, 2027
Bonded through National Notary Assn.

"OFFICIAL NOTARY SEAL STAMP

R & D Paving, LLC
COMPANY

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: August 13, 2025

Signed: [signature]

Entity: R & D Paving, LLC

Name: Nancy G. Rosso

Title: President

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 13th day of August, 2025, by Nancy G. Rosso, as President for R & D Paving, LLC, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: [signature]

State of Florida at Large (Seal)

Print Name: PAULETTA CLARKE

My commission expires: 7/19/2027

PAULETTA CLARKE
Notary Public - State of Florida
Commission # HH 423675
My Comm. Expires Jul 19, 2027
Bonded through National Notary Assn.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

ROSSO, NANCY GAYNAL

R & D PAVING, LLC
400 EXECUTIVE CENTER DR
SUITE 210
WEST PALM BEACH FL 33401

LICENSE NUMBER: CUC1226030

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/09/2024

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.

Gerry Kelly, Chair

Construction Industry Licensing Board
of Palm Beach County

Oscar Alvarez, Director

License Number	Type of Competency Certification
U-21796	PAVING CONTRACTOR

Named below is a Certified Contractor as outlined in the Standards to perform under the provisions of Special Act Chapter 67-1876, Laws of Florida as amended and as mandated by State Statute.



NAME : NANCY GAYNAL ROSSO

FIRM : R & D PAVING LLC

DBA :

400 EXECUTIVE CENTER DR

SUITE 210

WEST PALM BEACH, FL 33401

Issued : 08/21/2023

Expiration date: 09/30/2025

Print Date: 8/21/2023 2:55:15PM

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****
400 EXECUTIVE CENTER DR Ste 210
WEST PALM BEACH, FL 33401

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
PAVING	ROSSO NANCY G	U21796	B24.654299 08/09/2024	$27.50	B40135384

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

R & D PAVING LLC
R&D PAVING LLC
400 EXECUTIVE CENTER DR STE 210
WEST PALM BEACH FL 33401-2922

8 7 - 2768

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 201256880
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.

TRENCH SAFETY ACT
AFFIDAVIT

On October 1, 1990, House Bill 3183, known as the Trench Safety Act became law. This incorporates the Occupational Safety & Health Administration (OSHA) revised excavation safety standards, citation 29 CFR.S.1926.650, as Florida's own standards.

The Proposer, by virtue of its signature below, affirms that it is aware of this Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Contractor and its subcontractors.

The proposer is also obligated to identify its anticipated method and cost of compliance with the applicable trench safety standards.

PROPOSER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT (90-96 LAWS OF FLORIDA). THESE ITEMS ARE A BREAKOUT OF THE RESPECTIVE ITEMS INVOLVING TRENCHING AND WILL NOT BE PAID SEPARATELY. THEY ARE NOT TO BE CONFUSED WITH BID ITEMS IN THE SCHEDULE OF PRICES, NOR BE CONSIDERED ADDITIONAL WORK.

IN ORDER TO BE CONSIDERED RESPONSIVE, THE PROPOSERS MUST COMPLETE* THIS FORM, I.E. IDENTIFY THE COSTS AND METHODS SUMMARIZED BELOW, SIGN AND SUBMIT IT WITH THEIR BID DOCUMENTS.

Nancy G. Rosso / President / R&D Paving, LLC

Name of Proposer

Authorized Signature of Proposer

*COMPLETION REQUIRES PROPOSERS TO FILL IN THE APPROPRIATE DETAILS UNDER THE FOLLOWING HEADINGS:

Description	Unit	Quantity	Unit Price	Extended Price	Method
Trench Box	LS	1	$10,000.00	$10,000.00	Trench Box

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/01/2025

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: Kathleen M. Fuller	
Vaughn Risk Management 222 US HWY 1 Suite #215 Tequesta FL 33469	PHONE (A/C, No, Ext): (561) 249-6143	FAX (A/C, No):
	E-MAIL ADDRESS: Service@Vaughnrm.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
R&D Paving, LLC 5730 Corporate Way, Suite 214 WEST PALM BEACH FL 33407	INSURER A: Landmark American Insurance Company	33138
	INSURER B: National Indemnity Company	20087
	INSURER C: American Interstate Insurance Company	31895
	INSURER D: Aspen Insurance	43460
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL24102900467 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	LHA114885	10/23/2024	10/23/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	74APB009885	10/23/2024	10/23/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	LHA603348	10/23/2024	10/23/2025	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	AVWCFL3318022024	10/29/2024	10/29/2025	[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	Inland Marine - Equipment Floater			IM012KA24	10/23/2024	10/23/2025	Contractors Equipment Leased and Rented Deductible	$1,986,669 $ 750,000 $ 5,000

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

Bid No. PWE24-008
SE 1st Street Improvements

The certificate holder is listed as an additional insured for ongoing and completed operations with respects to general liability per forms CG 2010 12/19 & CG 2037 12/19 and as additional insured on auto liability and excess Liability when required by written contract. General liability, auto liability, and excess liability are primary and non-contributory when required by written contract. A waiver of subrogation applies on general liability, excess liability, auto liability and workers compensation when required by written contract. Cancellation applies per the terms and conditions of the policies.

CERTIFICATE HOLDER

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

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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.)

R & D PAVING LLC

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) . . . . S

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.

5730 CORPORATE WAY, UNIT 214

Requester's name and address (optional)

6 City, state, and ZIP code

WEST PALM BEACH, FL 33407

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

4	5	–	4	4	6	9	0	4	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** 8-13-24

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

BID FORM

S.E. 1st STREET IMPROVEMENTS
FDOT LAP GRANT FUNDED

BID No.: PWE24-008

TO BE COMPLETED AND UPLOADED ONLINE

The City of Boynton Beach is seeking the services of a certified FDOT Contractor to furnish, install and provide all labor to complete the City's project known as **S.E. 1ST STREET IMPROVEMENTS.**

The work under this project consists of: The services of a certified FDOT contractor for construction services to provide a shared-use path improvement on SE 1st Street from E Woolbright Rd to S.E. 2nd Ave, and sidewalk improvements for S.E. 5th Ave. The existing pavement will require milling and overbuild and reconstruction to improve existing deficiencies, as illustrated in the bid documents.

This work includes but is not limited to:

- Installation of a new 10' wide concrete shared use path on S.E. 1st Street;
- Open system drainage to be converted to closed system with curb and gutter;
- Underground drainage improvements;
- Milling and resurfacing of existing asphalt;
- Installation of a new 5' wide concrete sidewalk on S.E. 5th Avenue, between S.E. 1st street and the railroad crossing.

Submitted By: R & D Paving, LLC (BIDDER) Date: 8/13/2025

To furnish and deliver all materials and to do and perform all WORK in accordance with the Bid Documents, as follows:

In order to be considered for this project, **the Bidder must** have successfully completed a minimum of three (3) projects of similar scope and complexity over the past five (5) years, in the State of Florida, and must be able to document the required experience upon request.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the CITY to perform and furnish all WORK as specified herein for the Contract Price and within the Contract Period indicated in this Bid.

2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the necessary documents required by the CITY within ten (10) days after the date of CITY's Award Letter.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that

a. BIDDER has examined the Bid Documents, including addenda.

b. BIDDER has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the WORK.

c. BIDDER has given the CITY written notice of all conflicts, errors or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the CITY is acceptable to BIDDER.

4. BIDDER proposes to furnish the WORK in conformity with the drawings and specifications and at the lump sum listed below. The Bid Prices quoted have been checked and certified to be correct. Such Bid Prices are fixed and firm and shall be paid to BIDDER for the successful completion of its obligation as specified in the Bid Documents.

5. BIDDER agrees that the WORK will be substantially completed within **270** consecutive calendar days after the receipt of the Notice to Proceed and final completion will occur within 30 consecutive calendar days after the Notice of Substantial Completion.

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

7. Communications concerning this Bid shall be as follows:

Receipt of all of which is hereby acknowledged;

Contact Person	Nancy G. Rosso
Business Address	5730 Corporate Way, Suite 214
City, State, Zip Code	West Palm Beach, FL 33407
Business Phone Number	561-588-6681
Email Address	nancy@randdpaving.com
Cell Phone Number	561-588-6681

8. Other pertinent information is as follows:

License Number (Please Attach Copy)	U-217960 / CUC1226030
Federal Tax ID#	45-4469049
Federal Employment ID #	45-4469049

Submitted on this 13th day of August, 2025.

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

Signature of BIDDER _____

By _____

b. (If a corporation) LLC

(Affix Seal)

Signature of BIDDER _____

By Nancy G. Rosso / President

Attested by ~~Secretary~~ Witness _____

Alex Maxwell

Incorporated under the laws of the State of Florida

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on 8/15/2025
(Letting Date)

Fill in your FDOT Vendor Number
VF 454469049001
(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on the "Status of Contracts on Hand" report (page 2) $ 2,209,743.10

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

R & D Paving, LLC
NAME OF FIRM

By: [signature]
Nancy G. Rosso / President
Title

Sworn to and subscribed this 13th day of August, 20 25

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
Village of Royal Palm - La Mancha Underdrain	$ 5,069,848.45	$ 2,529,809.00	$ 2,540,039.45	$ 1,120,000.00	
Palm Beach County -Haverhill Road / Ceciele Ave	$ 1,132,110.70	$ 400,000.00	$ 732,110.70	$ 732,110.70	
Palm Beach County - Blue Heron / Congress Ave	$ 647,632.40	$ 250,000.00	$ 397,632.40	$ 357,632.40	
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	$ 2,209,743.10	$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$2,209,743.10	

EXHIBIT "E" - 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: R & D Paving, LLC

Title of ITB or Spec: S.E. 1st Street Improvements

Spec # or ITB # or Purchase Order Bid No: PWE24-008

Will you hire new employees as a result of this contract? Yes [ ] No [x]

Contractor: Nancy G. Rosso / President / R & D Paving, LLC

Contractor's Signature and Title Date: 8/13/2025

EXHIBIT "F" - 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: Nancy G. Rosso / President

Date: 8/13/2025

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 13th day of August, 20 25, by Nancy G. Rosso, as President for R & D Paving, LLC, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

Print Name: PAULETTA CLARKE

State of Florida at Large (Seal)

PAULETTA CLARKE
Notary Public - State of Florida
Commission # HH 423675
My Comm. Expires Jul 19, 2027
Bonded through National Notary Assn.

My commission expires: 7/19/2027

EXHIBIT "G" – 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: Nancy G. Rosso / President
Date: 8/13/2025

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 13th day of August, 2025, by Nancy G. Rosso, as President for R & D Paving, LLC, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____
Print Name: PAULETTA CLARKE

State of Florida at Large (Seal)

PAULETTA CLARKE
Notary Public - State of Florida
Commission # HH 423675
My Comm. Expires Jul 19, 2027
Bonded through National Notary Assn.

My commission expires: 7/19/2027

EXHIBIT "H" – 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: Nancy G. Rosso / President
Date: 8/13/2025
STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 13th day of August, 2025, by Nancy G. Rosso, as President for R & D Paving, LLC, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____
Print Name: PAULETTA CLARKE

State of Florida at Large (Seal)

PAULETTA CLARKE
Notary Public - State of Florida
Commission # HH 423675
My Comm. Expires Jul 19, 2027
Bonded through National Notary Assn.

My commission expires: 7/19/2027

EXHIBIT "I" - 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: Nancy G. Rosso / President

Date: 8/13/2025

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 13th day of August, 2025, by Nancy G. Rosso, as President for R & D Paving, LLC, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: PAULETTA CLARKE

PAULETTA CLARKE
Notary Public - State of Florida
Commission # HH 423675
My Comm. Expires Jul 19, 2027
Bonded through National Notary Assn.

My commission expires: 7/19/2027

EXHIBIT "J" – 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: Nancy G. Rosso / President

Date: 8/13/2025

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 13th day of August, 2025, by Nancy G. Rosso, as President for R & D Paving, LLC, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: PAULETTA CLARKE

PAULETTA CLARKE
Notary Public - State of Florida
Commission # HH 423675
My Comm. Expires Jul 19, 2027
Bonded through National Notary Assn.

My commission expires: 7/19/2027

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 29,2025

R & D PAVING LLC
400 EXECUTIVE CENTER DRIVE
WEST PALM BEACH, FLORIDA 33401

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, ROADWAY SIGNING, SIDEWALK

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND R&D PAVING LLC.

FEDERAL CONSTRUCTION CONTRACT S.E. 1ST STREET IMPROVEMENTS

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 R & D PAVING, LLC., a limited liability company authorized to do business in the State of Florida, with a business address of 5730 Corporate Way, Unit 214, West Palm Beach, Florida 33407, hereinafter referred to as the "CONTRACTOR".

WHEREAS, the CITY received a Federal award for a Florida Department of Transportation LAP grant on March 24, 2024; and

WHEREAS, the CITY issued Invitation to Bid No. PWE24-008 (THE "ITB") pursuant to state and local law to solicit bids for S.E. 1st Street Improvements (Attachment "B"); and

WHEREAS, the contractor responded to the ITB by submitting its Bid dated August 15, 2025 (Attachment "C"); and

WHEREAS, the CITY has selected the CONTRACTOR to perform construction services related to the S.E. 1st Street Improvements; and,

WHEREAS, the CITY submitted all Bids to the Florida Department of Transportation for their review and to obtain concurrence with the City's recommended contractor; and

WHEREAS, upon receiving concurrence with the City, at its meeting of _____, **2025**, by Resolution, the CITY Commission approved this award to CONTRACTOR and authorized the proper CITY officials to execute this Agreement hereinafter referred to as Contract No.: PWE24-008.

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, and equipment and perform all the necessary services in the manner and form provided in the CITY's solicitation (herein referred to as "WORK") entitled ITB No.: PWE24-008 S.E. 1st Street Improvements.

The project is being funded by a Florida Department of Transportation (FDOT) Local Agency Project (LAP) Agreement #446078-1-58-01. It is imperative that Contractor examine and become familiar with the Local Agency Program established by the Florida Department of Transportation (FDOT). Funding for the project has been made possible through this grant and is contingent on strict conformance to the guidelines set forth by FDOT and the Federal Highway Administration.

Contractor shall comply with the Local Agency/Federal Aid Contract Requirements shown on **Exhibit C**.

The Contractor and all subcontractors shall comply with the provisions contained in FHWA-1273 (Required Contract Provisions Federal Aid Construction Contracts) contained **within Exhibit C**.

The Contractor and all subcontractors shall comply with the Prevailing Minimum Wage obtained at www.SAM.gov and contained in **Exhibit D**.

Article 2. CONSULTANT.

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

Article 3. CONTRACT TIME: TERMINATION: LIQUIDATED DAMAGES.

1. **Contract Time**. The WORK will be substantially completed within **(270) Two Hundred Seventy** 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) Thirty** calendar days from the date of Substantial Completion.
2. **Termination for Convenience**. This Agreement may be terminated by CITY for convenience, upon providing (30) business days of written notice to CONTRACTOR for such termination. In the event of termination, CONTRACTOR shall be paid its compensation for services performed till 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. **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.
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, **One Thousand Seven Hundred** Dollars **($1,700.00)** for each

day of malfunction.

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:

Four Million, Eight Hundred Fifty Five Thousand, One Hundred Sixty Six Dollars and Seven Cents ($4,855,166.07)

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.

1. Progress Payments. CONTRACTOR 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.

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.

3. 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) days after approval by the CITY of CONTRACTOR'S Application for Payment and submission of an acceptable updated progress schedule.

4. 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.

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 CONTRACTOR.
   c. Failure of CONTRACTOR to make payments properly to SUBCONTRACTORS or for material or labor.
   d. Damage to another CONTRACTOR not remedied.
   e. Liquidated damages and costs incurred by the CITY for extended construction administration.

   When the above grounds are removed or resolved or CONTRACTOR provides a surety bond or consent of Surety, satisfactory to the CITY, which will protect the CITY in the amount withheld, payment may be made in whole or in part.

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.

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. CONTRACTOR GUARANTEE.

CONTRACTOR warrants all work, materials, and equipment shall be free from damages and/or defects owing to faulty materials or workmanship for a period of one (1) year after completion of the WORK covered by this Contract. The CONTRACTOR, free of all costs to the CITY, shall replace any part of the equipment, materials, or work included in this Contract, which proves to be defective by reason of faulty materials, damages, and/or workmanship within twelve (12) month period.

Article 7. CONTRACT DOCUMENTS.

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

1. Invitation to Bid
2. Instructions to Bidders
3. Bid Forms (including the Bid, Schedule(s), Information Required of Offeror, and all required certificates, affidavits, and other documentation)
4. Contract
5. CONTRACTOR's Performance and Payment Bond
6. General Conditions
7. Special / Supplemental Conditions

8. FDOT Requirements for LAP Class D
9. FDOT State- Funded Grant Agreement RPN: 446078-1-58-01
10. Technical Specifications
11. City Construction Standards and Details
12. Drawings entitled: Appendix A

ARTICLE 8. 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

With copy to:

Shawna G. Lamb, City Attorney
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:

R&D Paving, LLC.
Nancy Rosso
5730 Corporate Way, Unit 214
West Palm Beach, Fl: 33407

Article 9. INDEMNITY.

1. The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from liability, losses or damages, including attorneys' fees and costs of defense, 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, servants, 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.

2. CONTRACTOR's aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement, plus the compensation received by CONTRACTOR.
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.
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 CONTRACTOR.
5. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

Article 10. REIMBURSEMENT OF CONSULTANT EXPENSES.

Should the completion of this Contract be delayed beyond the specified or adjusted time limit, CONTRACTOR shall reimburse the CITY for all expenses of consulting and inspection incurred by the CITY during the period between said specified or adjusted time and the actual date of final completion. All such expenses for consulting and inspection incurred by the CITY will be charged to the CONTRACTOR and be deducted from payments due CONTRACTOR as provided by this Contract. Said expenses shall be further defined as CONSULTANT charges associated with the construction contract administration, including resident project representative costs.

Article 11. FLORIDA'S PUBLIC RECORDS LAW.

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 CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

1. Keep and maintain public records required by the CITY to perform the service;
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statue or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the 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,
4. Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by CONTRACTOR must be provided to the CITY,

upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA 33435
561-742-6060
CITYCLERK@BBFL.US

Article 12. E-VERIFY.

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.

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.

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 13. SCRUTINIZED COMPANIES.

By execution of this Agreement, CONTRACTOR certifies that CONTRACTOR is not participating in a boycott of Israel. Proposer 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) 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) 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 14. MISCELLANEOUS.

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 in Palm Beach County.

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.

3. 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.

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.

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 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.

6. 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.

7. 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.

8. 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.

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 15. DEFAULT OF CONTRACT & REMEDIES.

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.

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:

   a) The abandonment of the project by CONTRACTOR for a period of more than seven (7) business days.

   b) 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.

   c) 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) 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) 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) day period and thereafter diligently prosecutes such cure to completion.

   d) 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.

   e) 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.

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.

a) 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.

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 CONTRACTOR and/or the Surety 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 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.

d) 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 16. FEDERAL REQUIREMENTS.

Notwithstanding anything to the contrary set forth herein, vendor shall comply with the 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.

1. **Equal Employment Opportunity**. During the performance of this contract, 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 (16.1.1) through (16.1.8) 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. 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.

2. **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.

3. **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.

4. **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 (16.4.1) of this section the CONSULTANT 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 (16.4.1) 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 (16.4.1) 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 CONSULTANT 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 (16.4.2) of this section.

d. **Subcontracts**. CONSULTANT or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (16.4.1) through (16.4.4) 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 (16.4.1) through (16.4.4) of this section.

5. 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. 16.5.1 **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.

6. **Suspension and Debarment**. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONSULTANT 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. CONSULTANT 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 CONSULTANT 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 bidder or proposer 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 bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. **Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352)**. CONSULTANT 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.

8. **Compliance with State Energy Policy and Conservation Act**. CONSULTANT 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).

9. **Procurement of Recovered Materials**. The CITY and CONSULTANT 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.

10. **Reporting**. Pursuant to 44 CFR 13.36(i)(7), CONSULTANT 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 CONSULTANT 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.

11. **Rights to Inventions**. CONSULTANT 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.

12. **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.

13. **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.

14. **Compliance with Federal Law, Regulations, and Executive Orders**. This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. CONSULTANT will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

15. **Fraudulent Statements**. CONSULTANT acknowledges that 31 U.S.C. Chap. 38 applies to CONSULTANT's actions pertaining to this Agreement.

16. **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**.

1) 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.

2) Unless an exception in paragraph 16.16.2 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**.

1) This clause does not prohibit CONTRACTOR from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) 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.

2) By necessary implication and regulation, the prohibitions also do not apply to: (i) 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. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

c. **Reporting requirement**.

1) 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 16.16.3.2 of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The CONTRACTOR shall report the following information pursuant to paragraph 16.16.3.1 of this clause: (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 in paragraph 24.16.3.1 of this clause: 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.

Article 17. 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.

Article 18. 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.

Article 19. 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 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, 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.

Article 20. REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels: ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part

230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to

material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504

of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR

Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against

minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR

230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the

administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data

should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

I. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

II. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101.

Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount

of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all

interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency 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 the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon

Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or

subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a StatE Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

he allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the

requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the

U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the

U.S. Criminal Code, 18 U.S.C. 1001.

III. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of

$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 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 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 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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 1 of this section. 29 CFR 5.5.

* $27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency 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 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 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 1 through 4 of this section. 29 CFR 5.5.

IV. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish

(a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph

(1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

V. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VI. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or

to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented; Shall be fined under this title or imprisoned not more than 5 years or both."

VII. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2

CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor 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). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

VIII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant 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 prospective first tier participant 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 prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325. * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility

of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.* * * * *

IX. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, 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.

2. This certification is a material representation of 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant 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.

X. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR

381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments

originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS

ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job

applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Article 21. Anti-Human Trafficking. On or before the Effective Date, the Contractor shall provide the City with an affidavit attesting that the Contractor does not use coercion for labor or services, in accordance with Section 787.06(13), Fla. Stat.

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 have hereunto set their hands and seals on the day and year set forth below their respective signatures.

DATED this 2 day of December, 2025.

CITY OF BOYNTON BEACH

Rebecca Shelton, Mayor

CONTRACTOR

R&D PAVING

(Signature), Company

Nancy G. Rosso

Print Name of Authorized Official

Secretary / Treasurer

Title

Approved as to Form:

Shawna G. Lamb, City Attorney

(Corporate Seal)

Attest/Authenticated:

Witness

Paulette Clarke

Print Name

Attested/Authenticated:

for MayLee DeJesus, City Clerk

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

EXHIBIT A

PROJECT SCHEDULE AND CONTRACT PRICE BID FORM

Project Final Completion shall be **TWO HUNDRED SEVENTY DAYS (270)** for substantial completion and **THIRTY (30)** additional days to final completion.

PWE 24-008B S.E. 1st STREET IMPROVEMENTS						
					R&D Paving, LLC	
LINE NO.	PAY ITEM NO.	Description	EST. QTY	UNIT	UNIT PRICE	TOTAL
1		Indemnification	1	Lump Sum	$25.00	$25.00
SUBTOTAL						$ 25.00
BID SCHEDULE FORM						
LINE NO.	PAY ITEM NO.	Description	EST. QTY	UNIT	UNIT PRICE	TOTAL
1	101-1	Mobilization	1	LS	$467,000.00	$467,000.00
2	102-1	Maintenance of Traffic (MOT) plan.	1	LS	$ 365,000.00	$ 365,000.00
3	104-10-3	Sediment Barrier	7583	LF	$ 1.50	$ 11,374.50
4	104-18	Inlet Protection System	5	EA	$ 165.00	$ 825.00
5	108-2	Monitor Existing Structures - Vibration Monitoring	1	LS	$ 69,080.00	$ 69,080.00
6	110-1-1	Clearing and Grubbing	4.05	AC	$ 47,000.00	$ 190,350.00
7	110-4-10	Removal of Existing Concrete	791	SY	$ 33.00	$ 26,103.00
8	110-7-1	Mailbox F&I Single	9	EA	$ 392.00	$ 3,528.00
9	120-1	Regular Excavation	3064	CY	$ 33.70	$ 103,256.80
10	120-6	Embankment	124	CY	$ 99.00	$ 12,276.00

11	160-4	Type B Stabilization	11831	SY	$ 21.20	$ 250,817.20
12	285-704	Optional Base Group	11760	SY	$ 24.85	$292,236.00
13	327-70-16	Milling Existing Asphalt Pavement 1/2" Average Depth	2425	SY	$ 4.05	$ 9,821.25
14	334-1-53	Superpave Asphaltic Concrete (Traffic C) (PG76-22)	3080	TN	$ 202.25	$ 622,930.00
15	425-1-312	Inlets Curb Type P-1 >10'	1	EA	$ 18,370.00	$ 18,370.00
16	425-1-322	Inlets Curb Type P-2 >10'	2	EA	$ 20,350.00	$ 40,700.00
17	425-1-351	Inlets Curb Type P-5 <10'	2	EA	$ 12,870.00	$ 25,740.00
18	425-1-352	Inlets Curb Type P-5 >10'	7	EA	$ 16,528.00	$ 115,696.00
19	425-1-361	Inlets Curb Type P-6 >10'	2	EA	$ 14,080.00	$ 28,160.00
20	425-1-362	Inlets Curb Type P-6 >10'	4	EA	$ 17,600.00	$ 70,400.00
21	425-1-452	Inlets Curb Type J-5 >10'	1	EA	$ 20,460.00	$ 20,460.00
22	425-1-462	Inlets Curb Type J-6 >10'	1	EA	$ 20,570.00	$ 20,570.00
23	425-1-521	Inlets DT Bot Type C <10'	4	EA	$ 9,020.00	$ 36,080.00
24	425-1-524	Inlets DT Bot Type C J-Bot >10'	1	EA	$ 16,170.00	$ 16,170.00
25	425-1-525	Inlets DT Bot Type C Partial	7	EA	$ 3,300.00	$ 23,100.00
26	425-1-711	Inlets Gutter Type V <10'	9	EA	$ 8,525.00	$ 76,725.00
27	425-1-713	Inlets Gutter Type V J Bot <10'	1	EA	$ 15,400.00	$ 15,400.00
28	425-2-41	Manholes P-7 <10'	6	EA	$ 7,810.00	$ 46,860.00
29	425-2-42	Manholes P-7 <10'	1	EA	$ 11,220.00	$ 11,220.00

30	425-2-43	Manholes P-7 Partial	4	EA	$ 5,170.00	$ 20,680.00
31	425-5	Manhole Adjust	1	EA	$ 935.00	$ 935.00
32	425-5-1	Manhole Adjust Utilities	18	EA	$ 935.00	$ 16,830.00
33	425-6	Valve Boxes Adjust	13	EA	$ 825.00	$ 10,725.00
34	425-10	Yard Drain	1	EA	$ 9,020.00	$ 9,020.00
35	430-175-115	Pipe Culvert Optional Material Round 15" S/CD	8	LF	$ 413.00	$ 3,304.00
36	430-175-118	Pipe Culvert Optional Material Round 18" S/CD	351	LF	$ 242.00	$ 84,942.00
37	430-175-124	Pipe Culvert Optional Material Round 24" S/CD	99	LF	$ 462.00	$ 45,738.00
38	443-70-4	French Drain 24"	1722	LF	$ 275.00	$ 473,550.00
39	520-1-7	Concrete Curb and Gutter Type E	257	LF	$ 67.70	$ 17,398.90
40	520-1-10	Concrete Curb and Gutter Type F	3945	LF	$ 35.40	$ 139,653.00
41	520-2-4	Concrete Curb Type D	555	LF	$ 24.60	$ 13,653.00
42	520-2-10	Concrete Curb Header Curb	1477	LF	$ 36.45	$ 53,836.65
43	520-3	Valley Gutter – Concrete	1742	LF	$ 36.65	$ 63,844.30
44	522-1	Concrete Sidewalk and Driveways 4" Thick	3196	SY	$ 52.60	$ 168,109.60
45	522-2	Concrete Sidewalk and Driveways 6" Thick	2372	SY	$ 68.20	$ 161,770.40
46	527-2	Detectable Warnings	984	SF	$ 24.45	$ 24,058.80
47	550-10-220	Fencing Type B 5.1-6.0' Standard	117	LF	$ 40.45	$ 4,732.65

48	570-1-2	Performance Turf Sod	2464	SY	$ 14.90	$ 36,713.60
49	1644-300	Fire Hydrant Install	11	EA	$ 33,275.00	$ 366,025.00
50	1644-900	Fire Hydrant Remove	10	EA	$ 1,980.00	$ 19,800.00
SUBTOTAL						**$ 4,725,568.65**
SIGNING AND PAVEMENT MARKING						
LINE NO.	**PAY ITEM NO.**	**Description**	**EST. QTY**	**UNIT**	**UNIT PRICE**	**TOTAL**
51	700-1-11	Single Post Sign F&I Ground Mount up to 12 SF	46	AS	$ 743.00	$ 34,178.00
52	700-1-12	Single Post Sign F&I Ground Mount 12-20 SF	3	AS	$ 2,420.00	$ 7,260.00
53	700-1-60	Single Post Sign Remove	35	AS	$ 121.00	$ 4,235.00
54	706-1-3	Raised Pavement Marker Type B without Final Surface Markings (Mono-Directional Yellow)	42	EA	$ 6.05	$ 254.10
55	706-1-3	Raised Pavement Marker Type B without Final Surface Markings (Yellow/Yellow)	137	EA	$ 6.05	$ 828.85
56	706-1-3	Raised Pavement Marker Type B without Final Surface Markings (Blue/Blue)	22	EA	$ 7.15	$ 157.30
57	710-90	Painted Pavement Markings Final Surface	1	LS	$ 9,876.00	$ 9,876.00
58	711-11123	Thermoplastic Standard White 12" for Crosswalk and Roundabout	103	LF	$ 3.65	$ 375.95

59	711-11124	Thermoplastic Standard White 18" for Diagonal and Chevron	102	LF	$ 4.40	$ 448.80
60	711-11125	Thermoplastic Standard White Solid 24" for Stop Line and Crosswalk	368	LF	$ 5.55	$ 2,042.40
61	711-11141	Thermoplastic Standard White 2-4 Dotted Guideline / 6-10 Dotted Extension 6"	0.01	GM	$ 2,505.00	$ 25.05
62	711-11160	Thermoplastic Standard White Message or Symbol	4	EA	$ 495.00	$ 1,980.00
63	711-11170	Thermoplastic Standard White Arrows	1	EA	$ 61.00	$ 61.00
64	711-11241	Thermoplastic Standard Yellow 2-4 Dotted Guideline / 6-10 Dotted Extension Line 6"	0.082	GM	$ 2,505.00	$ 205.41
65	711-16101	Thermoplastic Standard-Other Surfaces White Solid 6"	0.111	GM	$ 6,389.00	$ 709.18
66	711-16201	Thermoplastic Standard-Other Surfaces Yellow Solid 6"	0.929	GM	$ 6,389.00	$ 5,935.38
SUBTOTAL						**$ 68,572.42**
ALLOWANCES						
LINE NO.	**PAY ITEM NO.**	**Description**	**EST. QTY**	**UNIT**	**UNIT PRICE**	**TOTAL**
1	RD-1	Irrigation System Modifications	1	Lump Sum	$ 10,000.00	$ 10,000.00

2	RD-2	Video Allowance	1	Lump Sum	$ 20,000.00	$ 20,000.00
3	RD-3	Tree Allowance	1	Lump Sum	$ 15,000.00	$ 15,000.00
4	RD-4	Miscellaneous Metals Allowance	1	Lump Sum	$ 1,000.00	$ 1,000.00
5	RD-5	Water Main Modifications	1	Lump Sum	$ 15,000.00	$ 15,000.00
SUBTOTAL						**$ 61,000.00**
GRAND TOTAL						**$ 4,855,166.07**

MEMO

To: Daniel Dugger, City Manager

From: Stacey R. Weinger, Deputy City Attorney

Date: May 12, 2026

Dept. Procurement

Matter # 26-02073

Re: **R&D Paving LLC; ITB PWE24-008 S.E. 1st Street Improvements; Amd #1**

Transmitted herewith is a document that has been reviewed and approved for legal sufficiency.

The City Manager is authorized to execute the document in accordance with:

☒ Resolution No. R24-011; Resolution No. R25-200

Amendment Amount: $0

Once signed by the City Manager, kindly forward the document, along with this memo, to the City Clerk's Office.

To: **Office of the City Clerk**

Please: Attest to the execution by the City Manager and insert the date.

Please retain the document as a public record and forward a copy of the fully executed document to:

Rhonda Kaplan, Procurement

To: **Rhonda Kaplan, Procurement**

Please forward the fully signed document to the other party.

AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND R & D PAVING, LLC, FOR S.E. 1ST STREET IMPROVEMENTS PROJECT

This first Amendment ("Amendment") is entered into by and between the City of Boynton Beach, a Florida municipal corporation ("City"), and R & D Paving, LLC., a Florida corporation registered to transact business in the State of Florida ("Vendor") (collectively referred to as the "Parties").

RECITALS

A. On December 2, 2025, the Parties entered into Contract No. PWE24-008B (the "Agreement") for S.E. 1st Street Improvements.

B. Contract Time will be adjusted in accordance with FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION FY 2025-2026, 8-6.4. Unless the Contractor submits a written request to work during one or more days of a Holiday or Special Event at least ten calendar days in advance of the beginning date of the Holiday or Special Event and receives written approval from the Engineer, the Contractor shall not work on the following days: the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; December 24 through January 2, inclusive; and Special Events noted in the Contract Documents. Contract Time will be charged during these Holiday and Special Event periods. Contract Time will be adjusted in accordance with 8-7.3.2. The Contractor is not entitled to any additional compensation beyond any allowed Contract Time adjustment for suspension of operations during such Holiday and Special Event periods.

During such suspensions, remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104. The Contractor is not entitled to any additional compensation for removal of equipment from clear zones or for compliance with Section 102 and Section 104 during such Holiday and Special Event periods.

C. The Parties desire to amend the Agreement to include a two-week (2) holiday suspension of Contractor's operations during the Christmas Holiday beginning December 21, 2026, through January 4, 2027.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, 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: The parties hereby exercise the first amendment to include the holiday suspensions listed in Recital B above, and to a two-week suspension of Contractor's operations during the Christmas Holiday beginning December 21, 2026, through January 4, 2027.

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 included 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 concerning any of the matters covered by the Agreement.

6. The following new sections are added to the Agreement as follows:

(a) Prohibited Telecommunications Equipment. Vendor represents and certifies that Vendor and all subcontractors 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. Vendor represents and certifies that Vendor and all subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the duration of the term of the Agreement.

7. The effective date of this Amendment shall be the date of complete execution by the Parties.

8. 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_____
Daniel Dugger, City Manager

14 day of May, 2026

Attest: Tammie Stanzione
City Clerk

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By:_____

VENDOR

By Meagan Matin
Authorized Signer

Meagan Matin, President
Print Name and Title

5 day of May, 2026

SRW
1.30.25

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/ 1/2026

Proposed Resolution No. R26-221- Approving Task Order No. 3 with Jacobs Engineering Group Inc. for Injection Well IW-1 Mechanical Integrity Testing and Operation Permit Renewal, in the amount of $134,300.00, plus an owner's allowance of $15,700.00, for a total amount not to exceed $150,000.00; providing an effective date; and for all other purposes.

Requested Action: Approve Resolution No. R26-221.

Explanation of Request:

The City received a Florida Department of Environmental Protection State Revolving Fund (FDEP SRF) loan with principal forgiveness for $5,400,000 for East and West Water Treatment Plant upgrades and treatment options evaluation, planning, and design for emerging contaminant removal. The SRF funding will be reimbursed to the City and the Utility CIP budget.

In July – November 2024, through request for qualification (RFQ) UTL24-031 selection procedure under the Consultant's Competitive Negotiation Act (CCNA), City selected Jacobs Engineering Group, Inc. to provide engineering services for the East and West WTP Upgrades. As part of this agreement, Jacobs performed engineering services for Task Order 1 'Treatment Options Evaluation and Facilities Plan with a recommended solution for the West WTP that includes rehabilitation of existing Surficial Aquifer System (SAS) production wells, new SAS production wells, treatment process upgrades, upgrades to the existing concentrate-disposal injection wells, a new injection well, a treatment facility storage tank, and pumping improvements.

The City owns and operates a Class I Injection well at the West WTP Plant for disposal of non-hazardous membrane and ion exchange reject water. In accordance with FDEP Underground Injection Control (FDEP UIC) Permit 178213-005-UO/1X Specific Condition I.B.2., the City must complete a 5-year MIT of injection well IW-1 at the West WTP by February 14, 2027. The 5-year MIT includes a packer pressure test of the well, a down-hole video inspection of the casing, a background temperature log, and an external radioactive tracer survey (RTS). City must submit a MIT plan no later than 90 days prior to the required completion date for FDEP approval.

Rule 62-528.425(1)(d) of the Florida Administrative Code (FAC) requires that the operation permit of an injection well system be renewed every five years. The current injection well operation permit (FDEP permit number 0178213-005-UO/1X) expires September 30, 2027. City must submit a permit renewal application no later than 60 days prior to the expiration date of the current permit. The City is therefore required to prepare a permit renewal application for submittal to FDEP no later than July 30, 2027. Provided the application is submitted timely, in accordance with Rule 62-528, F.A.C., the injection well system will remain in compliance.

How will this affect city programs or services? This allows the City to continue meeting required regulations for water treatment plant and continue with the planning, evaluation and design for the East and West WTP upgrades.

Budgeted Item: Yes

Account Line Item and Description: 403-5025-533-65.02 CIP Project # WT2501

Procurement Methodology Bids and Purchases Only: Request for Qualifications No. UTL24-031 for East and West Water Plant Upgrades and Treatment Options Evaluation, Planning, and Design for Emerging Contaminants Removal – Engineering Services to Jacobs Engineering Group Inc. (Grant/Loan Funded)

Fiscal Impact: Not to exceed $150,000

Attachments:
R26-221 Agenda_Item_5162-2026_-_Resolution_R26-XXX_Approve_Task_Order_3_Jacobs_IW-1_MIT__1_.docx
Exhibit A to Resolution - TO3_WestDIWMITOP2026_JEG_11202026.pdf
R25-027-signed_contract.pdf
R25-027 Resolution & Agreement.pdf

RESOLUTION NO. R26-221

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING TASK ORDER NO. 3 WITH JACOBS ENGINEERING GROUP INC. FOR INJECTION WELL IW-1 MECHANICAL INTEGRITY TESTING AND OPERATION PERMIT RENEWAL, IN THE AMOUNT OF $134,300.00, PLUS AN OWNER'S ALLOWANCE OF $15,700.00, FOR A TOTAL AMOUNT NOT TO EXCEED $150,000.00; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, on January 21, 2025, the City Commission adopted Resolution No. R25-027, awarding RFQ No. UTL24-031 for East and West Water Plant Upgrades and Treatment Options Evaluation, Planning, and Design for Emerging Contaminants Removal – Engineering Services to Jacobs Engineering Group Inc. ("Jacobs"), and approving an Agreement between the City and Jacobs in an amount not to exceed $5,400,000 (the "Agreement"), under which the work for each phase is defined in a Task Order; and

WHEREAS, the City owns and operates Class I injection well IW-1 at the West Water Treatment Plant for disposal of non-hazardous membrane and ion exchange concentrate, and Florida Department of Environmental Protection ("FDEP") Underground Injection Control Permit No. 0178213-005-UO/1X requires a five-year mechanical integrity test ("MIT") of the well and renewal of the operation permit, which expires on September 30, 2027; and

WHEREAS, Jacobs has submitted Task Order No. 3 (the "Task Order") to provide an MIT plan, bidding support, on-site observation of testing, an MIT report, an FDEP pre-application meeting, preparation of the injection well operation permit renewal application, and design and oversight of the dual-zone monitoring well rehabilitation (the "Project"), as part of the West Water Treatment Plant upgrades, for a total fee of One Hundred Thirty-Four Thousand Three Hundred Dollars ($134,300.00); 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 Task Order No. 3 with Jacobs Engineering Group Inc. for Injection Well IW-1 Mechanical Integrity Testing and Operation Permit Renewal, in the amount of $134,300.00, plus an owner's allowance of $15,700.00 for unforeseen additional services, for a total amount not to exceed $150,000.00.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve Task Order No. 3 with Jacobs Engineering Group Inc. for Injection Well IW-1 Mechanical Integrity Testing and Operation Permit Renewal, in the amount of One Hundred Thirty-Four Thousand Three Hundred Dollars ($134,300.00), plus an owner's allowance of Fifteen Thousand Seven Hundred Dollars ($15,700.00), for a total amount not to exceed One Hundred Fifty Thousand Dollars ($150,000.00), in form and substance similar to that attached as "Exhibit A". The owner's allowance may be used only for additional services within the scope of the Task Order, upon the City Manager's or designee's prior written authorization, and any unused allowance shall remain with the City.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Task Order and any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. The fully executed Task Order shall be retained by the City Clerk as a public record of the City, and a copy shall be provided to Poonam Kalkat to forward to the Vendor.

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

[SIGNATURE PAGE TO FOLLOW]

RESOLUTION NO. R26-221

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Thomas Turkin	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Mack McCray	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Tammy Stanzione
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

CITY OF BOYNTON BEACH
Engineering Services Task Order
Task Order No. 3

Consultant: **Jacobs Engineering Group Inc. (JEG)**
Contract No.: **UTL24-031 - East and West Water Plant Upgrades and Treatment Options Evaluation, Planning, and Design for Emerging Contaminants Removal- Engineering Services**

1. **Task/Project Phase**. Injection Well IW-1 Mechanical Integrity Testing and Operation Permit Renewal

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**.
Consultant shall deliver to the City the deliverables specified at the time indicated on attached **Exhibit A.**

4. **Compensation**.
The total Fee to be paid to Consultant under this Task Order shall not exceed **$134,300.00**, based on the hourly rates currently in effect under the Agreement.

A detailed fee schedule is attached as **Exhibit A.**
The payment schedule (based on deliverables) is attached as **Exhibit A**.

5. **Agreement Reference**.
This Task Order shall be performed under the terms and conditions described within the East and West Water Plant Upgrades and Treatment Options Evaluation, Planning, and Design for Emerging Contaminants Removal- Engineering Services Agreement, dated January 21, 2025, by and between the City of Boynton Beach and Jacobs Engineering Group, Inc. ("Consultant"), Contract No. UTL24-031.

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**.

☒ If checked, Consultant's receipt of a fully-executed copy of this Task Order 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 Notice to Proceed.

CONSULTANT:

By: _____

Print Name: Godofredo Canino

Date: November 20, 2026

CITY OF BOYNTON BEACH

By: _____
Rebecca Shelton, Mayor

Date: _____, 20___

Attest: _____
City Clerk

City Attorney's Office
Approved as to form and legality
By: _____

Scope of Engineering Services for
The City of Boynton Beach East and West WTP Upgrades For Emerging Contaminants Removal
Task Order #3: Injection Well IW-1 Mechanical Integrity Testing and Operation Permit Renewal
November 20, 2026

This Exhibit, when executed, shall be incorporated into and become part of the Contract No. R25-027 for Engineering Services between the City of Boynton Beach (CITY), and Jacobs Engineering Group Inc. (JEG) (CONSULTANT), dated January 21, 2025, hereafter referred to as the Agreement.

1. INTRODUCTION

Driven by the new Environmental Protection Agency (EPA) regulations, CITY is planning to provide treatment improvements to the East and West Water Treatment Plants (WTPs) to remove per- and polyfluoroalkyl substances (PFAS) and other emerging contaminants (EC). Additionally, the project will address increasing potable water demands, as the customer base continues to grow, by developing a new deeper, brackish groundwater source, as an alternative water supply. Lastly, the project will address aging plant equipment that have reached the end of their useful life. This 'once-in-a-lifetime' project will address the CITY's water supply system challenges holistically and provide safe and reliable potable water.

In July – November 2024, through request for qualification (RFQ) UTL24-031 selection procedure under the Consultant's Competitive Negotiation Act (CCNA), CITY selected CONSULTANT to provide engineering services for the East and West WTP Upgrades. As part of this agreement, CONSULTANT performed engineering services for Task Order 1 'Treatment Options Evaluation and Facilities Plan' with the recommended solution (identified at Alternative 9B in Task 6 Alternatives Evaluation TM) summarized below:

- West WTP: new 24 million gallons per day (mgd) nanofiltration (NF) facility
- East WTP: new 6 mgd reverse osmosis (RO) facility

The recommended solution for the West WTP covers rehabilitation of existing Surficial Aquifer System (SAS) production wells, new SAS production wells, treatment process upgrades, upgrades to the existing concentrate-disposal injection wells, new injection well, treatment facility storage tank and pumping improvements.

As mentioned, CITY owns and operates a Class I Injection well at the West WTP Plant for disposal of non-hazardous membrane and ion exchange reject water. CH2M, now JEG (CONSULTANT) designed, permitted and certified construction of the injection well system in 1991/92. The well was placed into operation in 1993. CONSULTANT provided engineering services for the repair/re-lining of the well in 2001 and has nearly exclusively assisted CITY with these and other injection well permitting and Mechanical Integrity Testing (MIT) projects up through the current time.

The United States Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection (FDEP) require that all injection wells demonstrate mechanical integrity every 5 years. In Florida, Class I injection wells are required to demonstrate internal mechanical integrity by verifying that there are no leaks in the injection well casing as specified in Chapter 62-528.300(6)(a)(1), FAC. Class I injection wells must also demonstrate external mechanical integrity by confirming that there is no upward fluid movement through channels adjacent to the injection well bore, as cited in Chapter 62-528.300(6)(a)(2), FAC.

In accordance with FDEP Underground Injection Control (FDEP UIC) Permit 178213-005-UO/1X Specific Condition I.B.2., the CITY must complete a 5-year MIT of injection well IW-1 at the West WTP by February 14, 2027. The 5-year MIT includes a packer pressure test of the well, a down-hole video inspection of the casing, a background temperature log, and an external radioactive tracer survey (RTS). CITY must submit a MIT plan no later than 90 days prior to the required completion date for FDEP approval.

Rule 62-528.425(1)(d) of the Florida Administrative Code (FAC) requires that the operation permit of an injection well system be renewed every five years. The current injection well operation permit (FDEP permit number 0178213-005-UO/1X) expires September 30, 2027. CITY must submit a permit renewal application no later than 60 days prior to the expiration date of the current permit. CITY therefore is required to prepare a permit renewal application for submittal to FDEP no later than July 30, 2027. Provided the application is submitted timely, in accordance with Rule 62-528, F.A.C., the injection well system will remain in compliance.

The scope of services for this task order to perform MI testing is described below with the proposed deliverable schedule, compensation and assumptions presented later in the document.

2. SCOPE OF SERVICES

The services proposed are listed below and described in detail in the following task descriptions:

- Task 1 – Project Management and Quality Control
- Task 2 – MIT Plan
- Task 3 – Bidding
- Task 4 – MI Testing
- Task 5 – MIT Report
- Task 6 – FDEP Pre-Application Meeting
- Task 7 – Injection Well Operation Permit Renewal
- Task 8 – Dual Zone Monitoring Well (DZMW) Rehabilitation

Task 1 – Project Management and Quality Control

Project management will be conducted by CONSULTANT and will include coordination with CITY, schedule and budget management, health and safety considerations, monthly progress reports and invoices, project administration and quality control on deliverables. Following execution of the Task

Order for the services which includes the CITY's NTP, CONSULTANT will coordinate with CITY to commence the services, prepare an agenda and hold a project kick off meeting to discuss the project execution plan including staffing plans, performance schedule, regulatory coordination and sequence of deliverables and project objectives.

Task 1 deliverables:

- Kickoff, progress meeting and workshop summaries in Adobe PDF electronic format
- Monthly invoices and progress reports in Adobe PDF electronic format
- Performance schedule
- QA/QC sheets of deliverables in Excel and Adobe PDF electronic formats

Task 2 – MIT Plan

This task includes the following subtasks:

- Prepare MIT Plan to submit to FDEP for approval.
- One (1) meeting with CITY to review the proposed plan prior to submittal.
- One (1) teleconference with FDEP during the execution of the MIT plan, if necessary.

Task 2 deliverables:

- MIT Plan
- Meeting agenda and minutes

Task 3 – Bidding

This task includes the following services:

- Prepare technical instructions/specifications for bidding within 21 calendar days of Notice to Proceed, exclusive of legal holidays.
- Technical Specifications for the MIT
- Coordinate and conduct one (1) Pre-Bid Meeting at CITY with qualified water well contractors.
- CONSULTANT will prepare and issue addenda, as needed, and provide CITY with responses to bidders' technical questions.
- Prepare a compensation schedule for the MIT quotes.
- Evaluate bids, make an award recommendation, and assist CITY in presenting contractor with award.
- Prepare Conformed to Contract (CTC) documents within 15 calendar days after bid opening

Task 3 deliverables:

- Technical Specifications
- Bid Package
- Conformed to Contract Package

Task 4 – MI Testing

This task includes the following subtasks:

- Conduct one (1) meeting with the selected contractor and CITY staff to coordinate scheduling and site logistics.
- Timely notification and coordination with FDEP to allow FDEP's representative to be onsite to witness the pressure test and/or radioactive tracer survey.
- Provide Geologist for on-site observation services for the following testing and activities related to:
    - Well casing pressure test
    - Video survey
    - Radioactive Tracer Survey (RTS)
- Site observation during MIT testing for up to five (5) days for the MIT at an average of 10 hours a day. Daily reports with photographs will be prepared to document all on-site activities associated with the MIT.

Task 4 deliverables:

- Daily inspection reports

Task 5 – MIT Report

Upon completion of MI testing, CONSULTANT will provide the following services:

- Interpret, summarize, and present water level and water quality data from MW-1 for the past five years in tabular and graphical format, as required by the permit. The results will be included in the draft and final submittal package.
- Draft MIT report for CITY review and comments, including all required attachments and information (electronic format) within 30 calendar days of completion of the work.
- Within seven (7) days of receiving comments from CITY on the draft MIT report, CONSULTANT will prepare a final, signed and sealed submittal package to FDEP including the complete results and all supporting documents (electronic format as PDF) as required by the permit. The video survey will be provided in digital format linked to a file sharing site.
- Prepare response to one (1) FDEP Request for Information (RFI).

Task 5 deliverables:

- Draft rehabilitation and MIT report
- Final rehabilitation and MIT report

Task 6 – FDEP Pre-Application Meeting

A pre-application teleconference meeting will be set up by CONSULTANT, with CITY and FDEP Tallahassee UIC staff to present the recommended permitting approach and obtain FDEP concurrence with the proposed path forward.

Task 6 deliverables:

- Pre-application meeting presentation in PowerPoint (Draft and Final)
- Meeting Summary

Task 7 – Injection Well Operation Permit Renewal

CONSULTANT will provide the following services:

- Determine the AOR radius based on historical and projected injection volumes.
- Create a well inventory for the AOR of the deep injection well system.
- Create PDF maps and cross sections showing the local and regional geology and hydrogeology.
- Graphing and interpretation of the operating data for the injection well and both zones of the dual-zone monitoring well.
- Preparation of a plugging and abandonment plan and cost estimate to support the Local
- Government Guarantee.
- Compilation of application material.
- Provide Florida registered Professional Geologist certification of the application.
- Submit the complete application package to FDEP electronically.
- Respond to one Request for Additional Information issued by FDEP
- Review draft permit issued by FDEP
- Review Notice of Intent (NOI) to issue permit
- Review Final permit
- Respond to one formal or informal Request for Additional Information from FDEP.

Task 7 deliverables:

- Permit application (Draft and Final)
- RAI response to FDEP (Draft and Final)
- Review comments on the draft permit issued by FDEP
- Review comments on the NOI and final permit issued by FDEP

Task 8 – Dual Zone Monitoring Well (DZMW) Rehabilitation

The DZMW wellhead infrastructure, including well casing, piping and valves, lower zone monitoring pump and instruments, has corroded and need replacement. CONSULTANT will provide the following services:

- Provide two (2) design drawings of the corroded wellhead infrastructure that will be included in the technical specification for the MIT and used to solicit costs from Water Well Contractor.
- Provided limited oversight of the well rehabilitation to confirm the contractor has completed the work according to the technical specifications/drawings.
- Results of the DZMW rehabilitation will be documented in a technical memorandum (TM).

3. DELIVERABLE SCHEDULE

It is assumed that the testing will be performed by a licensed Water Well Contractor prior to June 14, 2027, with the well rehabilitation completed no later than June 30, 2027. A draft MIT report will be completed by CONSULTANT within 30 calendar days of the completion of testing. A final report is required to be submitted to FDEP within three months of completion of testing.

4. COMPENSATION

Services proposed by CONSULTANT in this Amendment will be performed in accordance with the Agreement, dated January 21, 2025. CONSULTANT proposes to perform the work described herein on a times and materials basis, based on the per diem rates of the contract. The total engineering fee including labor and expenses associated with the task order is estimated at $134,300.00. The table with a fee summary is shown below and a fee breakdown is included in Appendix A.

Task/Subtask	Hours	Labor	Subs	Expense	Task Total
Task 1 - Project Management	16	$3,080	$0	$250	$3,330
Task 2 - MIT Plan	20	$3,560	$0	$0	$3,560
Task 3 - Bidding Services	66	$11,280	$0	$750	$12,030
Task 4 - MI Testing Services	114	$19,450	$0	$2,800	$22,250
Task 5 - MIT Report	70	$11,850	$0	$0	$11,850
Task 6 - FDEP Class I Pre Application	38	$6,640	$0	$0	$6,640
Task 7 - Injection Well Operation Permit	284	$45,600	$0	$0	$45,600
Task 8 - DZMW Rehabilitation	140	$26,540	$0	$2,500	$29,040
Project Total	**748**	**$128,000**	**$0**	**$6,300**	**$134,300**

CONSULTANT will provide CITY a monthly invoice for the services provided based upon the schedule values detailed in the compensation table above, along with a summary of activities performed under this contract including an estimated earned value (percent complete) for each project subtask. Time spent on each sub-task by different labor categories will be the basis for progress payments.

The proposal is effective for 90 days.

ASSUMPTIONS

The following key assumptions were made in the compilation of this scope of work and the estimation of the level of effort:

<u>Project Management and Quality Control:</u>

- CITY will assign a project manager who will be CONSULTANT's main point of contact during the project. This project manager will consolidate CITY's comments to draft deliverables and will respond within two weeks of each submittal date.
- CITY will provide the requested information including operational and water system data and previous reports, plans and specifications. Most of this information has already been received as part of Task Orders No. 1 and No. 2.

Hydrogeological Work (Tasks 2 -7)

- CONSULTANT assumes that the FDEP will grant an extension of time to CITY to perform the MIT and subsequent reporting.
- CITY will contract directly with the Water Well Contractor and will prepare and issue the formal contract documents, including the contract, general conditions and bonding forms. CONSULTANT assumes CITY will prepare the front-end documents. Parties agree that CONSULTANT shall be appointed as CITY's representative for the limited purpose of performing any bid or procurement services under the contract and shall have no liability associated with the services procured by CONSULTANT on CITY's behalf. Such services shall be performed under CITY's direction and in accordance to such forms, terms and conditions, or modifications or revisions to same as CITY may in its sole discretion at any time instruct CONSULTANT to use. All services shall be carried out in accordance with the procedures mutually agreed upon by the CITY and CONSULTANT.
- This scope includes professional services only. All site work and testing will be performed by an experienced licensed Water Well Contractor in the State of Florida.
- Additional meetings with CITY, FDEP, or the contractor are not included in this scope of services.
- On-site observation of the testing beyond the 5 days assumed in this task order may require additional authorization.
- CITY will provide IW-1 and DZMW operational and monitoring data that is submitted monthly in MORs to FDEP, to support the MIT report and the operational permit renewal for the period from 2022 to present.
- CITY will provide a recent (less than 1 yr old) injectate water quality analysis meeting the current FDEP list of parameters for re-permitting. Any additional analysis will be the responsibility of CITY.
- FDEP permit renewal application fee will be paid directly by CITY.
- No public meetings will be held for the permit renewal.
- CITY will provide the Certificate of Financial Responsibility documentation.
- The operation permit renewal application for the Class I injection well will be submitted electronically, consistent with current FDEP guidance.
- CONSULTANT will be responsible for the health and safety only of its own employees.
- Due to the MIT due date in February 2027 and the time it will take CITY to procure a well contractor to complete the MIT work, a time extension request of 120 days will be requested from FDEP.

APPENDIX A: FEE BREAKDOWN

Task		Labor Category	Estimated Hours	Rate	Fee
1.0	**Task 1 - Project Management**				
		Clerical	8	$95.00	$760.00
		Principal	8	$290.00	$2,320.00
		Travel Expenses			$250.00
	Subtotal		16		**$3,330.00**
2.0	**Task 2 - MIT Plan**				
		Project Assistant	2	$125.00	$250.00
		CADD	2	$130.00	$260.00
		Hydrogeologist	8	$140.00	$1,120.00
		Principal Hydrogeologist	4	$225.00	$900.00
		Senior Engineer	2	$250.00	$500.00
		Senior PM	2	$265.00	$530.00
		Travel Expenses			
	Subtotal		20		**$3,560.00**
3.0	**Task 3 - Bidding Services**				
		Project Assistant	4	$125.00	$500.00
		CADD	8	$130.00	$1,040.00
		Hydrogeologist	32	$140.00	$4,480.00
		Principal Hydrogeologist	12	$225.00	$2,700.00
		Senior Engineer	6	$250.00	$1,500.00
		Senior PM	4	$265.00	$1,060.00
		Travel Expenses			$750.00
	Subtotal		66		**$12,030.00**
4.0	**Task 4 - MI Testing Services**				
		Project Assistant	6	$125.00	$750.00
		CADD		$130.00	$0.00
		Hydrogeologist	72	$140.00	$10,080.00
		Principal Hydrogeologist	20	$225.00	$4,500.00
		Senior Engineer	8	$250.00	$2,000.00
		Senior PM	8	$265.00	$2,120.00
		Travel Expenses			$2,800.00
	Subtotal		114		**$22,250.00**

APPENDIX A: FEE BREAKDOWN (CONT'D)

Task		Labor Category	Estimated Hours	Rate	Fee
5.0	**Task 5 - MIT Report**				
		Project Assistant	4	$125.00	$500.00
		CADD	4	$130.00	$520.00
		Hydrogeologist	40	$140.00	$5,600.00
		Principal Hydrogeologist	12	$225.00	$2,700.00
		Senior Engineer	8	$250.00	$2,000.00
		Senior PM	2	$265.00	$530.00
		Travel Expenses			
	Subtotal		70		**$11,850.00**
6.0	**Task 6 - FDEP Class I Pre Application Meeting**				
		Project Assistant	2	$125.00	$250.00
		CADD	2	$130.00	$260.00
		Hydrogeologist	20	$140.00	$2,800.00
		Principal Hydrogeologist	8	$225.00	$1,800.00
		Senior Engineer	4	$250.00	$1,000.00
		Senior PM	2	$265.00	$530.00
		Travel Expenses			
	Subtotal		38		**$6,640.00**
7.0	**Task 7 - Injection Well Operation Permit Renewal**				
		Project Assistant	72	$125.00	$9,000.00
		CADD	24	$130.00	$3,120.00
		Hydrogeologist	116	$140.00	$16,240.00
		Principal Hydrogeologist	40	$225.00	$9,000.00
		Senior Engineer	16	$250.00	$4,000.00
		Senior PM	16	$265.00	$4,240.00
		Travel Expenses			
	Subtotal		284		**$45,600.00**
8.0	**Task 8 - DZMW Rehabilitation**				
		Project Assistant	8	$125.00	$1,000.00
		CADD	40	$130.00	$5,200.00
		Hydrogeologist	24	$140.00	$3,360.00
		Principal Hydrogeologist	8	$225.00	$1,800.00
		Senior Engineer	48	$250.00	$12,000.00
		Senior PM	12	$265.00	$3,180.00
		Travel Expenses			$2,500.00
	Subtotal		140		**$29,040.00**
	TOTAL		**748**		**$134,300.00**

RESOLUTION NO. R25-027

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AWARDING REQUEST FOR QUALIFICATIONS NO. UTL24-031 FOR EAST AND WEST WATER PLANT UPGRADES AND TREATMENT OPTIONS EVALUATION, PLANNING, AND DESIGN FOR EMERGING CONTAMINANTS REMOVAL – ENGINEERING SERVICES TO JACOBS ENGINEERING GROUP INC., AND APPROVING AN AGREEMENT BETWEEN THE CITY AND JACOBS ENGINEERING GROUP INC. IN THE AMOUNT NOT TO EXCEED $5,400,000; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City received a Florida Department of Environmental Protection State Revolving Fund (FDEP SRF) loan with principal forgiveness for $5,167,179 for East and West Water Treatment Plant upgrades and treatment options evaluation, planning, and design for emerging contaminant removal; and

WHEREAS, on July 3, 2024, Request for Qualifications ("RFQ") No. UTL24-031 for East and West Water Treatment Plant Upgrades and Treatment Options Evaluation, Planning and Design for Emerging Contaminants Removal-Engineering Services was advertised to select a qualified engineering firm to assist the East and West Water Treatment Plant upgrades and treatment options evaluation, facilities plan for the State Revolving Fund (SRF) Drinking Water Program, including design, bid document preparation, permitting, bidding assistance, and construction management engineering services during construction projects at both plants; and

WHEREAS, the selection committee held a final meeting on October 28, 2024, to score and rank the qualified firms. Jacobs Engineering Group Inc. ranked the highest. The Utilities department completed negotiations with Jacobs Engineering Group Inc. for a contract agreement, the initial scope of work, and associated costs. Work will include conducting a study, preparing a report, and performing engineering services to evaluate the ability of the existing treatment processes at the East Water Treatment Plant to meet the proposed Emerging Contaminants regulations and consider alternatives. This study and facilities plan will also evaluate options for the treatment at the West Water Treatment Plant and any upgrades needed to the treatment process, electrical system, instrumentation, and control components for automation of the treatment process to meet regulations for emerging contaminants or other identified future

regulations for potable water; and

WHEREAS, the study and facilities plan will include short-term and long-term recommendations at both the East and the West Treatment Plants to meet treatment requirements for emerging contaminants and other known future regulations for potable water. The plan will address source water options and the design and permitting of additional potential future groundwater wells or alternative water sources to address emerging contaminants and potential treatment for emerging contaminants at individual source water wells; and

WHEREAS, phasing of the treatment plant upgrades during construction shall minimize disruption of operations and plant shutdowns; and

WHEREAS, upon completion of the study and facilities plan, the Consultant will design and permit improvements identified in the alternative analysis study and provide construction bidding and construction management services; 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 Request for Qualifications No. UTL24-031 for East and West Water Plant Upgrades and Treatment Options Evaluation, Planning, and Design for Emerging Contaminants Removal – Engineering Services to Jacobs Engineering Group Inc., and approve an Agreement between the City and Jacobs Engineering Group Inc. in the amount not to exceed $5,400,000.

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.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby award RFQ No. UTL24-031 for East and West Water Plant Upgrades and Treatment Options Evaluation, Planning, and Design for Emerging Contaminants Removal – Engineering Services to Jacobs Engineering Group Inc. ("Vendor").

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Agreement between the Vendor and the City for RFQ No. UTL24-031 for East and

West Water Plant Upgrades and Treatment Options Evaluation, Planning, and Design for Emerging Contaminants Removal – Engineering Services in an amount not to exceed $5,400,000 (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. 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 Poonam Kalkat 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 21st day of January 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 5-0

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

Ty Penserga
Mayor
1/21/2025

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

EAST AND WEST WATER PLANT UPGRADES AND TREATMENT OPTIONS EVALUATION, PLANNING, AND DESIGN FOR EMERGING CONTAMINANTS REMOVAL – ENGINEERING SERVICES (GRANT/LOAN FUNDED)

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 Jacobs Engineering Group Inc., a Delaware corporation authorized to do business in the State of Florida, with a business address of 550 West Cypress Creek Road, Suite 400, Fort Lauderdale, FL 33309, hereinafter referred to as "VENDOR" each a "Party" and collectively the "Parties". 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 contract to perform Engineering Consultant Services, and

WHEREAS, the CITY issued a Request for Qualification for East and West Water Plant Upgrades and Treatment Options Evaluation, Planning, and Design for Emerging Contaminants Removal – Engineering Services (Grant/Loan Funded), RFQ No. UTL24-031 ("RFQ"); and

WHEREAS, the CITY determined that VENDOR was qualified for appointment to perform the scope of services set forth in the RFQ; and

WHEREAS, the CITY Commission on January 21, 2025, determined that VENDOR was qualified for appointment to perform the scope of services set forth in the RFQ; and

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties agree as follows:

ARTICLE 1 – SERVICES.

1.1 VENDOR hereby agrees to perform all consulting and engineering services required for the East and West Water Plant Upgrades and Treatment Options Evaluation, Planning, and Design for Emerging Contaminants Removal – Engineering Services – (Grant/Loan Funded), including the facilities plan for State Revolving Fund (SRF) Drinking Water Program, design, bid document preparation, permitting, bidding assistance and construction administration for construction projects at both plants based on the recommended treatment option. The terms and conditions of RFQ No. UTL24-031 and the VENDOR's proposal are expressly incorporated into this Agreement by reference. Any conflict or discrepancy between the terms of this Agreement, RFQ UTL24-031, and VENDOR's proposal, shall be resolved pursuant to the following order of precedence (1) this Agreement (2) RFQ No. UTL24-031; and (3) VENDOR's Proposal.

1.2 VENDOR shall furnish all services, labor, equipment, 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 with the level and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locality ("Standard of Care"). IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED.

1.3 VENDOR shall complete all work in accordance with the phases of services described below, as more specifically described in the RFQ. The work will be further defined in a Task Order issued for each phase. Each Task Order will include the specific scope, fees based on established hourly rates, a schedule, and deliverables in accordance with Section 1.11 below.

1.4 **Phases of Professional Services**

The services provided under this Agreement ("**Professional Services**" or "Services") intended to be compensated by the Fees shall be categorized into the following phases of service, as applicable:

1. Pre-Design Analysis (or Planning/Study/Report) Phase (expected to complete within 9-12 months), attached to this agreement
2. Preliminary Design Phase and Estimated Construction Costs
3. Final Design and Construction Documents Phase and Estimated Construction Costs
4. Permitting Phase (expected to complete Phases 2, 3, 4 within 9 months)
5. Bidding and Negotiation Phase (expected to complete in 3-4 months)
6. Construction Administration and SCADA Implementation Phase (To be Determined)
7. Other requested services (To be Determined)

1.5 **Pre-Design Analysis (or Planning/Study/Report) Phase**

1.5.1 Scope. *If the scope of Professional Services includes pre-design analysis or preparation of planning/study/report,* the VENDOR shall: i) Consult with the City regarding the requirements and budget allocations for the scope of services/Project and review available data; ii) Advise the City as to the necessity of any additional services from other technical professionals; iii) Provide analyses of the City's needs, surveys, site evaluations, environmental assessments, utility locations and comparative studies of solutions; and iv) Provide a general economic analysis of the requirements applicable to various alternatives; and identify any areas of the task that can be properly value-engineered to produce a savings in the Project construction cost.

1.5.2 Deliverables:

(a) *If the scope of Professional Services includes design services*:

i. Prepare conceptual design criteria with appropriate sketches or exhibits, and identify in a clear manner the considerations involved and the alternative solutions available, as well as VENDOR's recommendations (the "**Pre-Design Analysis**"). The Pre-Design Analysis may include any pilot or bench scale study, shall be accompanied by VENDOR's preliminary estimate of total construction costs for the Project. Provide short term solutions to meet EPA requirements until recommended alternative treatment process construction is completed.

(b) *If the scope of Professional Services includes a Study or Report*: Prepare a report which report shall identify in a clear manner the issue and considerations involved; VENDOR's findings; the alternative solutions available, estimated costs, as well as VENDOR's recommendations; and shall include appropriate exhibits (the "**Study Report**"). Will require a Facility Plan with the alternative options evaluation to meet DWSRF loan requirements.

1.5.3 Presentations. If requested by City, VENDOR shall attend meeting(s) with City Commissioners and/or City administration and may be asked to prepare and make presentation of the Study Report or Pre-Design Analysis.

1.6 **Preliminary Design Phase**

1.6.1 Scope. *If the scope of Professional Services includes Preliminary Design,* VENDOR shall address City's comments to the Pre-Design Analysis, and shall prepare the preliminary design package. The preliminary design package shall include the following:

(a) preliminary design drawings (20-30%), including design criteria and sketches or exhibits, including elevations, sections, site plan and additional renderings, showing the scale and relationship of project components.
(b) outline of technical specifications.
(c) Estimated Construction Cost, in accordance with Section 5.
(d) Location map exhibits and renderings
(e) Survey and existing utilities as-builts

(f) Utilities coordination documentations
(g) Environmental documents (if applicable)

(the "**Preliminary Design Package**").

1.6.2. Deliverable: The Preliminary Design Package for review and comment by the City.

1.6.3 Outreach. If requested, VENDOR shall assist the City with any public communication/information program during this phase or any other phase of the project, including neighborhood presentations. Such assistance shall include the development of presentation material and attendance at public meetings.

1.6.4. Presentations. If requested by City, VENDOR shall attend meeting(s) with City administration and/or City Commission and may be asked to prepare and make presentation of the Preliminary Design Package and Estimated Construction Cost.

1.6.5 Loan/Grant management and reporting. If requested, VENDOR shall assist the City with managing and reporting requirements for any loan (including State Revolving Fund (SRF)) or grants that may be used for funding the project/study. VENDOR will assist the City in identifying and following any procurement requirements for the particular funding mechanism used.

1.7 **Final Design – Construction Documents Phase**

1.7.1 Scope. *If the scope of Professional Services includes design development of construction documents,* then on the basis of the accepted Preliminary Design Package and Estimated Construction Cost of the project, the VENDOR shall prepare, for attachment to the forthcoming construction contract, final construction drawings identifying and describing the scope, extent and character of the work to be furnished and performed by contractor(s), which comply with all applicable building codes, laws and regulations, including loan/grant/other funding mechanism requirements (the "**Final Drawings**") and technical specifications of design component for construction of the Project (the "**Technical Specifications**") at 60%, 90% and 100% completion. The Specifications are to be prepared in conformance with the sixteen division format provided by the Construction Specifications Institute. The Technical specifications shall include a Measurement section for the bid items.

1.7.2 Schedule of bid items. Prepare, for review and acceptance by the City, a proposed schedule of bid items.

1.7.3 Estimated Construction Cost. In accordance with Article 5, modify the Estimated Construction Cost of the project necessitated by the Construction Drawings and Specifications. In the event that the Estimated Construction Cost of the Project, when combined with the total Professional Services Fee and costs; plus any Construction Contingency or allowances established by the City, exceeds the total amount budgeted for the project as established by the City, then the VENDOR shall revise and/or redesign the documents to bring the designs back within the budgeted amount, unless the City provides written approval that the Estimated Construction Cost exceeds the project budget. If the reason that the Estimated Construction Cost exceeds the budget is reasonably foreseeable at the time of performing the Professional Services, VENDOR shall provide written notification identifying the specific reason to the City immediately upon VENDOR determination that the Estimated Construction Cost may exceed the project budget, and in such case, shall await further direction from the City before proceeding further with the Professional Services. If the reason that the Estimated Construction Cost exceeds the budget was reasonably foreseeable at the time of performing the Professional Services, and the VENDOR does not notify the City and obtain written approval from the City that the Estimated Construction Cost exceeds the project budget, VENDOR shall revise and/or redesign the documents at its own cost and expense to bring the designs back within the budgeted amount.

In providing opinions of cost, financial analyses, economic feasibility projections, for the project, VENDOR has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive

bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, VENDOR makes no warranty that the City's actual project costs, financial aspects, economic feasibility, will not vary from VENDOR'S opinions, analyses, projections, or estimates and VENDOR'S shall have no liability for such variances.

1.7.4 Deliverables:

(a) 60% Construction Drawings, Estimated Construction Cost and draft Technical Specifications in editable electronic format (docx,.xls, dwg, and .pdf) for the review and comments of the City;

(b) 90% Construction Drawings, Estimated Construction Cost and draft Technical Specifications in editable electronic format (docx,.xls, dwg, and .pdf) for the review and comments of the City;

(c) 100% Construction Drawings, Estimated Construction Cost and draft Technical Specifications in editable electronic format (docx,.xls, dwg, and .pdf) for the review and comments of the City;

(d) Final signed and sealed sets of final Construction Drawings, Technical Specifications and Estimated Construction Cost in electronic format (the "**Construction Drawings and Technical Specifications**") along with all supporting calculations; and any associated documents;

(e) Schedule of bid items;

(f) Estimated Construction Costs within project budget, unless otherwise accepted in writing by the City.

(g) In accepting or using any electronic format/files CITY agrees that all such electronic format/files are instruments of professional service and VENDOR shall remain the owner of electronic format/files. Copies of documents that may be relied upon by the CITY are limited to the printed copies or stamped .pdf files (also known as hard copies) provided by VENDOR. Any conclusion or information obtained or derived from such electronic format/files will be at the CITY's sole risk. In the event of a conflict between the hard copies prepared by VENDOR and the electronic format/files, the hard copies shall govern. Except as otherwise required by law, CITY agrees not to transfer these electronic format/files to others without the prior written consent of VENDOR and further agrees to waive all claims against VENDOR resulting in any way from any unauthorized alterations, modifications, and/or additions to the electronic format/files as well as reuse of the electronic format/files for any other project.

1.8 **Permitting Phase**

1.8.1 Scope. *If the scope of Professional Services includes permitting,* then in consultation with the City and on the basis of the Construction Drawings and Technical Specifications and Estimated Construction Cost of the project, VENDOR shall prepare all necessary permit applications for submission with the Construction Drawings and Technical Specifications to the regulatory agencies for appropriate permits or other approvals. VENDOR shall provide technical criteria, written descriptions and design data for the City's and VENDOR's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the project. VENDOR shall respond to any comments or requests for information from permitting authorities and assist the City in consultations with appropriate authorities.

1.8.2 Permits. In the event that the Construction Drawings and Technical Specifications are not granted the necessary or appropriate permits or other approvals from the appropriate regulatory agencies due to design issues, VENDOR shall revise and/or redesign the documents at its own cost and expense to ensure the necessary permits and approvals are granted.

1.8.3 Permit Fees. Permit applications fees shall be determined by VENDOR and paid by

the City.

1.9 **Construction Bidding and Negotiation Phase**

1.9.1 Scope. *If the scope of Professional Services includes the Construction Bidding and Negotiation Phase*, then in consultation with City and on the basis of the Construction Drawings and Technical Specifications, VENDOR shall review price tabulation sheets and assist the City in evaluating bids or proposals and consult with and advise the City as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) for those portions of the work as to which such acceptability is required by the procurement documents. VENDOR will identify any areas of the Project that may be properly value-engineered to produce a savings in the construction cost. VENDOR may be required to assist the City's Procurement Division in the preparation of addenda or written clarifications of additional instructions, to interpret, clarify or expand the procurement documents.

1.9.2 Bidding assistance, if requested. Only if requested, VENDOR may be required to:

(a) Participate in any pre-bid conferences and/or attend the bid opening;

(b) Assist the City in negotiating proposals for each separate prime contract for construction, materials, equipment, and services.

1.10 **Construction Administration Phase**

1.10.1 Scope. *If the scope of Professional Services includes the Construction Administration Phase,* VENDOR shall consult with and advise the City and act as Owner's representative on the Project. VENDOR may be required to provide full time inspection staff as owner's representative to closely coordinate all activities with Plant operations on a daily to weekly basis. VENDOR will have limited authority to act on behalf of the City as specifically provided in this Agreement.

(a) *Site visits.* VENDOR shall conduct site visits in accordance with Section 1.10.2, herein.

(b) *Meetings.* VENDOR shall conduct weekly meetings with the City and contractor(s). VENDOR shall be responsible for preparing weekly meeting minutes and distributing them to all in attendance.

(c) *Interpretations.* VENDOR shall issue necessary interpretations and clarifications of the Construction Drawings and Technical Specifications and may issue additional instructions, by means of drawings, minor change orders or otherwise, necessary to illustrate changes in the work. Change orders shall comply with Section 1.10.3 below.

(d) *Shop drawings; Samples.* VENDOR shall timely review and approve or take other appropriate action with respect to shop drawings, samples, the acceptability of substitute materials and equipment proposed by contractor(s), and other data that the contractor(s) are required to submit to ascertain conformance to the Construction Drawings and Technical Specifications. VENDOR shall complete its review of submittals, shop drawings, samples and other data shall be completed so as not to delay the progression of the work or within fourteen (14) calendar days of receipt. The City shall be entitled to rely upon the approval of VENDOR that the shop drawings, product data, and samples approved by VENDOR conform with the Technical Specifications and design specified in the Construction Drawings, as may be amended. Such reviews and approvals or other action shall not extend to the means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

(e) *Testing.* VENDOR shall be obliged, in its role as the representative of the City on the project, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals as required by laws,

rules, regulations, ordinances, codes, orders or the contract documents to determine that the work complies with the requirements of, and that the results certified indicate compliance with the Technical Specifications.

(f) *Review of payment applications*. VENDOR shall review applications for payment and the accompanying data and schedules, VENDOR shall determine the amounts owing to contractor(s) and recommend in writing payments to contractor(s) in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of VENDOR's knowledge, information and belief, the work is in accordance with the Construction Drawings and Technical Specifications. Such recommendations do not represent that continuous or detailed examinations have been made by VENDOR to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that VENDOR has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to the City free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the City and the construction contractors that affect the amount that should be paid.

(g) *Documentation review*. VENDOR shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, which will be assembled by contractor(s) in accordance with the construction contract. Such review shall be limited to a determination by VENDOR that the content of said documents and instruments complies with the design intent of construction contract. In the case of certificates of inspection, tests and approvals, such review shall be limited to a determination that the results certified indicate compliance with, the design intent of construction contract. VENDOR shall thereafter transmit said documents and instruments to the City with written comments and, if applicable, recommendations regarding same, prior to determination of substantial completion.

(h) *Substantial Completion Inspection*. VENDOR shall conduct substantial completion inspection(s) to develop the "punchlist" and to determine if the work is substantially complete; such inspection to be scheduled within three (3) days of notice of substantial completion. Said punch list shall be prepared and signed by VENDOR and the City and delivered to contractor not later than three (3) calendar days after the walkthrough. If necessary, VENDOR shall assist in any mediation between City and contractor to develop an agreed punch list.

(i) *Final Inspection*. VENDOR shall conduct a final inspection to determine if the completed work is in compliance with the punch list, "as-built" drawings" and the Construction Drawings, Technical Specifications, and construction contract documents. Within three (3) business days following such determination of compliance by VENDOR, VENDOR shall recommend in writing final payment to contractor(s) and shall give written notice to City and contractor(s) that the work is acceptable, subject to any conditions expressed in such recommendation.

1.10.2 Site visits. VENDOR shall visit the construction site at intervals appropriate to the various stages of construction as VENDOR deems necessary or as the City requests in order to enable VENDOR to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor(s)' work is in accordance with Construction Drawings and Technical Specifications. Based on information obtained during such visits and on such observations, VENDOR shall advise City whether (i) the work is proceeding in accordance with the Construction Drawings and Technical Specifications, and (ii) the integrity of the design concepts have been implemented and preserved by the contractor(s). VENDOR shall keep the City informed of the progress of the work in the manner and frequency requested by the City. During such visits and on the basis of such observations, VENDOR may disapprove of or reject contractor(s)' work while it is in progress if VENDOR believes that such work will not produce a completed project that conforms generally to the design intent of contract documents

or that it will prejudice the integrity of the design of the project as reflected in the Construction Drawings and Technical Specifications. VENDOR shall notify the City within twenty-four (24) hours of the discovery of such conditions that stoppage of the work may be necessary to support the proper execution of the Construction Drawings and Technical Specifications or to protect the public and/or property. VENDOR shall sign any Stop Work Notice issued by the City. VENDOR shall also have authority to reject all work, materials and equipment which do not conform to the Construction Drawings and Technical Specifications and to decide questions raised by contractor which arise in the execution of the work.

1.10.3 Change orders. VENDOR shall prepare work change directives and change orders as required or requested by the City. VENDOR will provide a response to the contractor and City with respect to a request for change order within a reasonable amount of time after receipt of contractor's notice and all necessary backup information required by VENDOR to formulate a response. VENDOR will have authority to make minor changes in the work which: (1) do not result in extra cost; and (2) do not extend the timeline for completion of the project, and (3) are not inconsistent with the purpose of the work. VENDOR is not authorized to bind the City to changes in contract price or time.

1.10.4 Contractor claims. VENDOR will make decisions in writing on all claims of the contractor(s), and on all other matters relating to the execution and progress of the work or the interpretation of the Construction Drawings and Technical Specifications and contract documents. All such decisions of VENDOR shall be final. In the event of any unresolved dispute between City and its contractor(s), VENDOR may mediate a meeting with City and contractor(s) to resolve the dispute. Notwithstanding the foregoing, VENDOR will not be an arbitrator of disputes between City and its contractor(s).

1.10.5 No contractor supervision. VENDOR will not, either during site visits or as a result of observations of contractor(s)' work in progress, supervise, direct or have control over contractor(s)' work. Nor shall VENDOR have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions incident to the work of contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work. Accordingly, it is understood that VENDOR can neither guarantee the performance of the construction contracts by contractor(s) nor assume responsibility for contractor(s)' failure to furnish and perform their work in accordance with the contract documents. VENDOR shall not be required to make any examination to ascertain how or for what purpose any contractor has used the monies paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to City free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between City and contractor that might affect the amount that should be paid. The limitations in this section shall not limit the responsibility of VENDOR otherwise set forth in this Agreement.

VENDOR is NOT authorized to do the following:

a. Expedite the work for the contractor(s).
b. Advise the contractor(s) on building techniques or scheduling.
c. Get involved in disputes or problems between contractor(s) and subcontractor(s).

1.10.6 Deliverables.

(a) Weekly project meeting minutes;
(b) Recommendations regarding payment applications;
(c) Transmittal of maintenance and operating instructions, schedules, guarantees, bonds and certificates and inspection, tests and approvals (assembled by contractor(s)) with written comments and, if applicable, recommendations regarding same;
(d) Punch list of items to be completed by contractor after substantial completion;
(e) Recommendation of final payment to the contractor(s) and written notice to City that the work is complete and reasonably conforms with the Construction Drawings and Technical Specifications.

1.10.7 Presentation. If requested by City, VENDOR shall attend additional City meeting(s) and may be asked to make presentation of the project status or any issues or concerns.

1.11 Task Orders. Each Task Order issued pursuant to this Agreement shall include:

(a) a scope of services in accordance with the applicable phases of Professional Services described above.
(b) a detailed estimate of fees and costs based on the hourly rates established in this Agreement;
(c) a task/deliverable schedule; and
(d) a payment schedule based on deliverables

Upon mutual agreement of the scope of services, fees, and costs, task/deliverable schedule, and payment schedule, a written Task Order for the applicable phase, in a form substantially similar to that attached hereto as **Exhibit A**, shall be executed by VENDOR and City.

1.12 Requirement for Drawings and Plans.
Unless otherwise set forth in the scope of services, plans shall be based on the North American Datum of 1983, 1190 Adjustment, and the North American Vertical Datum of 1988. All drawings and plans shall be accurate, legible, complete in design, drawn to scale, and suitable for bidding purposes.

1.13 VENDOR assumes responsibility for performance of its services to be provided hereunder in accordance with the Standard of Care. If within one year following completion of its services, such services fail to meet the Standard of Care (as defined in Article 1.2), and the CITY promptly advises VENDOR thereof in writing, VENDOR agrees to re-perform such deficient services without charge to the CITY.

1.14 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 contractors 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.

1.15 VENDOR shall not utilize the services of any sub-consultant without the prior written approval of CITY.

1.16 The CITY's Representative during the performance of this Agreement shall be Bryan Heller.

1.17 The VENDOR'S Representative during the performance of the Agreement shall be GJ Schers.

ARTICLE 2 - COMPLETION SCHEDULE.

2.1 Term and Time For Performance. The Term of this Agreement shall commence upon the complete execution of this Agreement by both parties and the Issuance of a Purchase Order by the CITY to the VENDOR, and continue until completion of the project. VENDOR shall perform all services and provide all work products and deliverables required in accordance with the schedule set forth below and the project schedule established in each specific Task Order, based upon the stipulations of the grant award.

All Planning and Design Activities shall be completed no later than the date set forth below:

a. Invoices submitted for work performed **on or after November 8, 2023**, may be eligible for reimbursement.
b. Completion of all Planning and Design Activities for all Project facilities proposed for loan funding shall be completed **no later than February 15, 2026**.

2.2 Delay.

2.2.1 VENDOR's Professional Services shall be timely performed in compliance with the Project schedule or as amended in a writing executed by both parties. If VENDOR is delayed at any time in the progress of its Professional Services by any act, failure to act or neglect of the City, or any separate consultant or contractor hired directly by the City, or by occurrences beyond the control and without any fault or negligence of VENDOR, VENDOR shall provide to the City, within five (5) working days of the date the delay began, written notice of the delay. Provided VENDOR has timely notified the City of such delay, the City shall amend the schedule in writing, for the time delay actually caused by such occurrence, as determined by the City in its sole discretion. This extension of time shall be VENDOR's sole and exclusive remedy attributed to such delay.

2.2.2 Subject to Article 2.2.1, VENDOR acknowledges responsibility for any delay suffered by the City as a result of VENDOR's negligent, reckless, or intentional wrongful actions or inactions. In the event that the City suffers delay to the extent caused by VENDOR aforesaid actions or inactions, the City, in its sole discretion, said discretion to be exercised reasonably and in good faith, shall have the right and be entitled to terminate this Agreement if VENDOR fails to cure such delay upon five (5) day's written notice and such termination shall not be construed to constitute a breach of this Agreement by the City.

ARTICLE 3 – PROFESSIONAL SERVICES FEE & EXPENSES.

3.1 Compensation.
The professional services Fee and administrative reimbursements to be paid by the City to VENDOR, for all Professional Services of both VENDOR and any of its subcontractors under this Agreement for attached Task Order 1 shall not exceed: seven hundred and seventy thousand dollars ($770,000). This compensation amount shall be the sole amount paid to VENDOR. The compensation may be adjusted, if necessary, by a written amendment, duly approved and executed by VENDOR and City, provided the City's budget includes, or is adjusted to include, the entire Fee.

3.2 Fee Schedule.
A detailed Fee Schedule, tied to the deliverables shall be attached as **Exhibit B**. The Fee Schedule shall detail the hourly rates, number of hours and a payment schedule that shall not be front-loaded.

3.2.1 Rates. VENDOR's hourly rates for every position or level of profession or staff for whom time will be invoiced under this Agreement shall be included in the Fee Schedule attached as **Exhibit B** and incorporated into this Agreement. All such rates shall be effective for the term of this Agreement. The fixed hourly costs for all positions will be applicable to both in-house professional engineering services and professional engineering services at the VENDOR firm's place of business.

3.2.2 Expenses. The Fee Schedule shall include all administrative out-of-pocket expenses to be reimbursed under this Agreement.

3.2.3 Supporting Documents. VENDOR shall maintain complete and orderly documentation underlying all of its invoiced out of pocket expenses, including copies of paid receipts, invoices, or other documentation acceptable to the City. Such documentation shall be sufficient to establish that the expenses were actually incurred and necessary in the performance of the Professional Services.

3.2.4 Mark-Up. Any out-of-pocket costs shall not be marked up more than three percent (3%).

3.2.5 Travel Expenses. Any agreed travel, per diem, mileage, meals, or lodging expenses, the cost of which are subject to the City's prior written approval, shall be paid in accordance with the rates and conditions established by the City's Travel Policy, a copy of which has been provided to VENDOR, or the applicable law or ordinance.

3.3 Subcontracts. VENDOR may invoice for Professional Services related to the sub-contractual services at the established hourly rates in the Fee Schedule.

ARTICLE 4 – INVOICES AND PAYMENT.

The VENDOR shall be paid by the CITY for completed work and for services rendered in accordance with the Fee Schedule as follows:

a. Payment as provided in this section by the CITY shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment, and incidentals necessary to complete the work.

b. The VENDOR may submit invoices to the CITY a maximum of once per month during the progress of the work for partial payment. Such invoices will be reviewed by the CITY to determine if services have been rendered in conformity with this Agreement, and upon approval thereof, payment will be made to the VENDOR in the amount approved.

c. Invoices must identify the PO number and contract number.

d. Invoices shall be submitted to: Bryan Heller. And shall be concurrently e-mailed to the City's Representative.

e. Invoices requesting reimbursement of expenses shall include copies of all documentation of the expenses, to the satisfaction of the CITY.

f. Final payment of any balance due to the VENDOR of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the work under this Agreement and its acceptance by the CITY.

g. 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 whom 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.

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 shall be submitted to the CITY no later than four (4) months after completion of all Professional Services. The Final Invoice certifies that all services have been properly performed and all charges and costs owed in connection with this Agreement have been invoiced to the CITY. Since this account will thereupon be closed, any other further charges if not properly included on the Final 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. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

ARTICLE 5 – ESTIMATED CONSTRUCTION COSTS

5.1 Included in Estimated Construction Cost

The Estimated Construction Cost of a project shall include the total cost to City of all elements of the entire project designed and specified by VENDOR; including an itemization of each of the following:

a. Cost of construction including all labor, materials and equipment required; including but not limited to, an estimated statement of proposed hourly rates and labor costs by job classification; general conditions, bonds and insurance, etc.;

b. Allowance for construction cost contingencies;

c. Regulatory permit fees;

d. Allowance for other necessary services, such as materials testing, to be provided by others for the City;

e. Traffic Control, when applicable;

f. Sheet and shoring, when applicable;

g. By-pass plumbing, when applicable;

h. Pressure Testing, when applicable;

i. Video Taping Inspections, when applicable;

j. Mobilization and De-mobilizations.

5.2 **Excluded in Estimated Construction Cost**
The Estimated Construction Cost shall exclude VENDOR's Fee.

5.3 **Adjustment to Estimated Construction Cost**
. VENDOR acknowledges that the Estimated Construction Costs shall be prepared by VENDOR in accordance with the Standard of Care. VENDOR further represents that it has the necessary resources and expertise, including a cost analyst for Estimating Construction Costs based on the best information available. In the event that the bidding phase has not commenced within three (3) months after VENDOR submits the Construction Drawings and Technical Specifications and Estimated Construction Cost of the project to the City, the Estimated Construction Cost of the project may be adjusted by VENDOR to reflect any documented change in the general level of prices in the construction industry between the date of submission of the Estimated Construction Costs to the City and the date on which the construction procurement solicitation is ultimately advertised.

5.4 **Bidding Phase and Estimated Construction Cost**
In the event that a least two (2) responsive and responsible bids are received, and the lowest "best value" bid, as such term is used in the City of Boynton Beach Procurement Code, excluding any alternate bid items ("base bid"), exceeds the Estimated Construction Cost for a project by more than ten percent (10%), the VENDOR shall analyze in writing, the reasons why the bids or proposals may have exceeded the ten percent (10%) factor following the analysis of all base bids. In such a circumstance, the City may at its sole discretion, exercise any one or more of the following options: (1) VENDOR shall revise the Construction Drawings and Technical Specifications along with the Estimated Construction Cost, to enable the project to conform to ten percent (10%) above the Estimated Construction Costs of the project and the City's project budget with such amendments subject to the written final acceptance and approval of the City; (2) VENDOR shall assist the City with, re-bidding services and related items (including costs associated with regulatory review and approval of revised documents) as many times as requested by the City until the base bid of at least one "best value" bid falls within the factor of ten percent (10%) of the Estimated Construction Cost of the project; (3) City may grant approval of an increase in the Estimated Construction Cost of project; (4) City may abandon the project and terminate this Agreement; or (5) City may select as many deductive alternatives as may be necessary to bring the award within ten percent (10%) of the Estimated Construction Costs of the project. Notwithstanding the foregoing, VENDOR shall be compensated for any additional effort pursuant to this Section 5.4 except where VENDOR failed to conform to the Standard of Care.

ARTICLE 6 – MODIFICATIONS TO THE SCOPE

Notwithstanding the foregoing provisions, the City reserves the right to make changes to a project or the scope of Professional Services at any time, including alterations, reductions or additions thereto. Upon receipt by VENDOR of City's notification of a contemplated change, VENDOR shall in writing: (i) provide a detailed estimate for the increase or decrease in VENDOR's Fee and other design costs that would result from the contemplated change; (ii) provide a detailed estimate for the increase or decrease in Estimated Construction Costs that would result from the contemplated change; (iii) notify the City of any estimated change in the completion date; and (iv) advise the City how the contemplated change shall affect the VENDOR's ability to meet the completion dates or schedules. If the City so instructs in writing, VENDOR shall suspend work on the portion of the scope of services affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the parties shall execute a written amendment to this Agreement and VENDOR shall not commence work on any such change until such amendment is signed by the parties. It is further acknowledged and agreed that changes to Deliverables, or revisions of studies, that do not increase or change the overall estimate of time under the schedule shall be considered mere substitution of work for scope of work ("**Substituted Services**") already included in the Fee. Substituted Services shall not in any circumstances be considered compensable as other expenses, and, to the extent that the event of Substituted Services causes an overall reduction in the

amount of time for services considered in the Fee Schedule, such shall result in pro-rata reduction of the Fee.

ARTICLE 7 – OWNERSHIP AND USE OF DOCUMENTS.

Excluding VENDOR's pre-existing intellectual property, all plans, drawings, calculation, construction documents, technical specifications, sketches, photographs, videos, illustrations, tracings, PowerPoint presentations, specifications, maps, computer files and/or studies or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, regardless of form or format, will be considered works made for hire and, upon payment by the City of the Fee for same, will become the exclusive property of the City without restriction or limitation on their use and will be made available, upon request, to the City upon request and/or upon completion or termination of this Agreement. City shall not be required to pay any additional charges for the City's documents and records. Documents can be provided to the City electronically. Upon delivery to the City of said document(s), the City will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Vendor will not copyright any material and products or patent any invention developed under this Agreement. Vendor specifically waives and releases all rights which Vendor may have in the materials, products or invention pursuant to 17 U.S.C. §§106A and 113(d). Vendor acknowledges and affirms that pursuant to 17 U.S.C. §106Al such waiver and release shall be effective as to any and all uses foreseeable and unforeseeable for which such materials, products or invention might be subject. Vendor waives and assigns to City all copyrights under 17 U.S.C. §101, et seq., and all other rights in the materials, products, invention and any work produced. Any reuse of Vendor's prepared documents by the City, except for the specific purpose intended under this Agreement, will be at City's sole risk and without liability or legal exposure to Vendor or its sub-consultants.

a. Obligation to Furnish Documents to the City. Vendor shall deliver to the City for approval and acceptance, and before being eligible for final payment of any amounts due under this Agreement, all documents and materials prepared for the City in connection with this Agreement. All such documents and records shall be provided within a reasonable time at no additional cost. Such documents may be provided electronically.

b. Vendor's Records. Notwithstanding any other provision in this Section, Vendor shall be entitled to retain a copy of all plans, drawings, calculation, construction documents, technical specifications, sketches, photographs, videos, illustrations, tracings, PowerPoint presentations, specifications, maps, computer files and/or studies or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, for Vendor's records only as is necessary for VENDOR to document its professional services. Vendor acknowledges that plans, drawings, documents, and records related to the physical security of City facilities or security systems are exempt or confidential records and shall not be disclosed by Vendor, except as authorized by law and specifically authorized by City.

ARTICLE 8 – GENERAL TERMS

a. **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.

b. **Representations.** VENDOR represents 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 the Standard of Care. 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 Management consultant for any project without the advance written approval of the CITY, which consent will not be unreasonably withheld by the CITY.

c. **Licensed**. VENDOR represents that it is duly licensed in Florida to perform the Professional Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

d. **Design and Constructability**. Subject to Article 1.2, VENDOR hereby represents to City that where Professional Services includes development of Construction Drawings and Technical Specifications, such project: (i) is and shall be designed with no material defects in design, determined in accordance with sound architectural and engineering principles, as applicable, and generally accepted industry standards; (ii) is and shall be designed in accordance with generally accepted architectural and engineering standards, as applicable, and (iii) is constructible. Without waiver of City's other rights and remedies, City may require VENDOR to perform again, at VENDOR's sole cost and expense, any design services which were not performed in accordance with the requirements and standards set forth in this Agreement. VENDOR hereby waives any claims which it may have or assert against the City with respect to this section, except and unless and failure of VENDOR to perform, in whole or in part, is due to the action or inaction of the City. Without limiting any other remedy available to City, the VENDOR shall furnish at its own expense any redesign or revisions to the Construction Documents and Technical Specifications necessary to correct any material errors, omissions, failures or deficiencies in such documents, and shall, at its sole cost and expense, correct any work performed in accordance with deficient documents. The City's review or approval of, or payment for, any Professional Services or deliverables under this Agreement shall not be construed as a waiver of any rights under this Agreement or any cause of action arising out of performance under this Agreement. This section shall survive the expiration or termination of this Agreement.

e. **Indemnification**. The VENDOR shall indemnify and hold harmless the CITY, its officers, employees, and instrumentalities from any and all 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, relating to and resulting from the performance of this Agreement by the VENDOR, its employees, agents, partners, principals or subcontractors but only 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. 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. 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. PURSUANT TO F.S. SEC. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD LIABLE FOR NEGLIGENCE. VENDOR obligations hereunder shall not apply to the extent caused by the negligence of any Indemnities.

To the extent considered necessary by the City, any sums due VENDOR under this Agreement may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. 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. 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.

The limitations and exclusions of liability set forth in this subsection shall apply regardless of the type of claim, fault, breach of contract, tort (including negligence), strict liability, or otherwise of either party, its employees, or subconsultants.

f. **Insurance**. During the performance of the services under this Agreement, VENDOR shall maintain the following insurance limits. 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:

i. **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.

ii. **Commercial General Liability**: The VENDOR shall procure and maintain for the life of this Agreement, Commercial 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. 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 coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY.

iii. **Business Automobile Liability**: The VENDOR shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The VENDOR shall maintain an 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.

iv. **Professional Liability (Errors and Omissions) Insurance**: The VENDOR shall procure and maintain for the life of this Agreement in the amount of $4,000,000 per claim and in aggregate.

v. **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.

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.

The CITY shall be included as an additional insured, except on the Worker's Compensation and Professional Liability policies. The coverage shall contain no limitations on the scope of protection afforded the CITY, its officers, officials, and employees. 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) days prior written notice by either certified mail, return receipt requested, has been given to the CITY.

The CITY reserves the right to reasonably require any additional insurance coverage or increased limits as determined necessary by the Director of Human Resources and Risk Management. The CITY reserves the right to review, modify, reject, or accept any required limits, coverage, or endorsements throughout the term of the Agreement. Increased limits shall be agreed to by both parties.

g. **Independent Contractor.** The VENDOR and the CITY agree that the VENDOR is an

independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither 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.

h. **Covenant Against Contingent Fees**. The VENDOR represents 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 contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the VENDOR any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the CITY shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

i. **Consultant's Competitive Negotiation Act.** The parties confirm that the procurement of the professional services under this Agreement was the subject of the competitive selection and negotiation processes mandated by Section 287.055, Florida Statutes, unless specifically exempted therefrom.

j. **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.

k. **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, gender, disability, marital status, political affiliation, pregnancy, gender identity, and expression, sex or the presence of any physical or sensory handicap in the selection and retention of employees, procurement of materials, supplies, or in performance of any Work pursuant to this Agreement.

l. **Non-Waiver.** Any waiver by either party of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement. Nothing in this Agreement shall be interpreted to constitute a release of the responsibility and liability of VENDOR, its employees, sub-contractors, agents, and sub-consultants for the accuracy and competency of their designs, working drawings, Construction Documents, Technical Specifications or other documents and works, nor shall any approval by the City be deemed to be an assumption of such responsibility by the City for a defect or omission in designs, Construction Documents, Technical Specifications or other documents prepared by VENDOR, its employees, agents, or subcontractors.

m. **Termination.**

a. **Termination for Convenience**. This Agreement may be terminated by the CITY for convenience, upon fourteen (14) calendar days after written notice by the City to the VENDOR for such termination in which event the VENDOR shall be paid its

compensation for work performed through 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**. This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) calendar days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may be terminated for cause by CITY for, VENDOR's failure to perform the Services as per the terms of this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

c. In the event of the death of a member, partner, or officer of the VENDOR, or any of its supervisory personnel assigned to the project, the surviving members of the VENDOR hereby agree to complete the work under the terms of this Agreement, if requested to do so by the CITY. This section shall not be a bar to renegotiations of this Agreement between surviving members of the VENDOR and the CITY, if the CITY so chooses.

d. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

e. Upon termination, VENDOR shall immediately assemble and deliver all documents, drawings, signed and sealed drawings, Construction Documents, Technical Specifications, CADD files, calculations, specifications, correspondence, testing and materials information, warranties, manuals, written information, electronic data and all other materials in its possession concerning the Professional Services under this Agreement and City projects to the City.

f. In the event of termination, VENDOR, upon receipt of the notice of such termination, shall: (1) stop the performance of the Professional Services on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts except as may be necessary for completion of any portion(s) of the Professional Services not terminated and as authorized by the written notice; (3) terminate all orders and subcontracts to the extent that they relate to the performance of the Professional Services terminated by the notice of termination; (4) transfer title to the City (to the extent that title has not already been transferred) and deliver according to the manner, at the times, and to the extent directed by the City, all property purchased under this Agreement and reimbursed as direct items of cost and not required for completion of the services not terminated; (5) promptly assemble and deliver as provided above all documents related to this Agreement; (6) promptly complete performance of any Professional Services not terminated by the notice of termination and/or cooperate in transition of its consulting duties to appropriate parties at the direction of the City.

g. In the event of termination, the City shall compensate VENDOR for all authorized Professional Services satisfactorily performed through the termination date as per the terms of this Agreement, and for costs incurred, under the payment terms contained in this Agreement. In the event of Termination for Cause, no payments to VENDOR shall be made (1) for Professional Services not satisfactorily performed and cured as per the terms of this Agreement and (2) for assembly of and submittal of documents as required under this Agreement. In no event shall City be obligated to compensate VENDOR for lost profits, or any resulting or consequential damages.

h. In addition to any termination rights stated in this Agreement, CITY shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of actual costs incurred by CITY due to VENDOR's failure to comply with any term(s) of this Agreement.

i. Surviving Provisions. It is agreed that the indemnity provisions, insurance provisions, the right to audit, governing law, and litigation, and all covenants, agreements, and representations made in this Agreement or otherwise made in writing by VENDOR, including but not limited to any representations made relating to disclosure or

ownership of documents, shall survive the expiration or termination of this Agreement.

n. **Default of Contract & Remedies.**

a. 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.

b. **Correction of Work.** Subject to Article 1.2, 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. **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 :

d. The abandonment of the project by VENDOR for a period of more than seven (7) business days.

e. 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.

f. 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.

g. 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.

h. 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) calendar 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) calendar 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) calendar days.

i. **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) business 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 in accordance with the Termination section set forth above.

o. **Uncontrollable Forces.**

a. 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.

b. 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.

p. **Notices**. All written notices, demands, and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to the appropriate parties at the addresses(es) listed below.

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:	Didier Menard, GJ Schers, Raul Alfaro
	Jacobs Engineering Group, Inc.
Address:	550 West Cypress Creek Road
	Suite 400
	Fort Lauderdale, FL 33309
Phone:	407-496-1938, 239-404-0245, 786-709-1119
Email:	didier.menard@jacobs.com, gj.schers@jacobs.com,
	raul.alfaro@jacobs.com

q. **Public Records**. 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 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 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.

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

r. **Time of Essence.** Time shall be of the essence for each and every provision of this Agreement.

s. **E-Verify**. VENDOR is used interchangeably with CONTRACTOR throughout this Section. 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.

A. Definitions for this Section:

i. "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.

ii. "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.

iii. "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.

B. 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:

i. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

ii. 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

iii. 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.

t. **Public Entity Crime Act 287.133**. VENDOR represents that the execution of this Agreement will not violate Section 287.133, Florida Statutes and certifies that VENDOR and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, and any sub-consultants have not been placed on the Convicted Vendor List maintained by the State of Florida within 36 months prior to the submittal of the Proposal to under this RFQ. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

u. **Scrutinized Companies 287.135 and 215.473**. 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) 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.

v. **Sovereign Immunity.** The CITY is a political subdivision of the State of Florida. Nothing in this Agreement is intended, nor shall be construed or interpreted, to waiver or modify the immunities and limitations on liability provided for in Section 768.28, Florida statute, as may be amended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to ensure CITY of the limitation from liability provided to any successor statute thereof.

w. **Assignment**. No assignment by a party hereto of any rights under or interests in this Agreement 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 this Agreement.

x. **Binding Authority**. CITY and VENDOR represent that they have the full power and authority to enter into and fully perform their obligations under this Agreement, and 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 this Agreement.

y. **Attorney's Fees and Costs**. 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.

z. **Performance of Government Functions**. Notwithstanding anything in this Agreement to the contrary, nothing contained in this Agreement shall in any way stop, limit or impair the City of Boynton Beach from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions with respect to any project.

aa. **Compliance with Laws**. 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 to the Professional Services.

bb. **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 the agreement/contract, including but not limited to any citizen or employees of the City and/or Vendor.

cc. **Severability**. In the event that any term or provision of this Agreement shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

dd. **Litigation; Governing Law; Venue**. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and VENDOR submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be exclusively in Palm Beach County, Florida, or the Federal Southern District of Florida. VENDOR agrees to waive all defenses to any suit filed in Florida based upon improper venue or forum nonconveniens.

ee. **Integrated Agreement**. 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. This Agreement may be amended only by written instrument signed by both CITY and VENDOR.

ff. **Effective Date and Execution**. This Agreement will take effect on the Effective Date. 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.

gg. **Limitation of Liability.** The total aggregate liability arising out of performance or breach of this Agreement shall not exceed 2 times the compensation paid to VENDOR under each applicable Task Order.

ARTICLE 9 - FEDERAL REQUIREMENTS.

Notwithstanding anything to the contrary set forth herein, VENDOR 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 VENDOR in this section shall also apply to any subcontractor under the terms of this Agreement.

9.1 **Equal Employment Opportunity**. During the performance of this contract, VENDOR agrees as follows:

A. VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. VENDOR 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. VENDOR 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. VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of VENDOR, 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. VENDOR 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 VENDOR 's legal duty to furnish information.

D. VENDOR 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 VENDOR '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. VENDOR 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. VENDOR 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 VENDOR '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 VENDOR 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. VENDOR 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. VENDOR 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 VENDOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, VENDOR 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.

9.2 **Davis-Bacon Act**. VENDOR 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, VENDOR 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, VENDOR must be required to pay wages not less than once a week.

9.3 **Copeland "Anti-Kickback" Act**. VENDOR 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"). VENDOR 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.

9.4 **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) VENDOR 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 VENDOR 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 VENDOR 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**. VENDOR 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.

9.5 VENDOR 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**. VENDOR 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. VENDOR 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. VENDOR 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**. VENDOR 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. VENDOR 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. VENDOR 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.

9.6 **Suspension and Debarment**. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such VENDOR is required to verify that none of the Vendor'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. VENDOR 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 Vendor 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 Vendor or proposer 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 Vendor or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9.7 **Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352)**. VENDOR 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.

9.8 **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).

9.9 **Procurement of Recovered Materials**. The CITY and VENDOR 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.

9.10 **Reporting**. Pursuant to 44 CFR 13.36(i)(7), VENDOR 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 VENDOR 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.

9.11 **Rights to Inventions**. VENDOR 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.

9.12 **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.

9.13 **Department of Homeland Security (DHS) Seal, Logo, and Flags**. VENDOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

9.14 **Compliance with Federal Law, Regulations, and Executive Orders**. This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. VENDOR will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

9.15 **Fraudulent Statements**. VENDOR acknowledges that 31 U.S.C. Chap. 38 applies to VENDOR's actions pertaining to this Agreement.

9.16 **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 VENDOR 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 VENDOR 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 VENDOR 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 VENDOR 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 VENDOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

9.17 **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.

9.18 **Affirmative Socioeconomic Steps**. If subcontracts are to be let, VENDOR 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.

9.19 **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 contract, VENDOR 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, 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 contract in formats acceptable by VENDOR.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

DATED this 21st day of January, 20____.

CITY OF BOYNTON BEACH

Ty Penserga, Mayor 1/21/2025

(Authorized Official Name), (Vendor)

David Ashman
Print Name of Authorized Official

Vice President
Title

(Corporate Seal)

JACOBS ENGINEERING GROUP INC CORPORATE SEAL DELAWARE

Attest/Authenticated:

Witness

Justin Johnson, Secretary
Print Name

Approved as to Form:

Shawna G. Lamb, Office of the City Attorney

Attest/Authenticated:

Maylee De Jesus, City Clerk

EXHIBIT A
TASK ORDER TEMPLATE

CITY OF BOYNTON BEACH
_____ *Services Task Order*
Task Order No. _____

Consultant: _____
Contract No. _____

1. **Task/Project Phase**. _____ *(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**.
Consultant shall deliver to the City the deliverables specified at the time indicated on the attached **Exhibit ____.**

4. **Compensation**.
The total Fee to be paid to 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 _____ 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**.

☐ If checked, Consultant's receipt of a fully-executed copy of this Task Order 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 Notice to Proceed.

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 B
FEE SCHEDULE

PERSONNEL CLASSIFICATIONS	HOURLY RATE
Principal	$290
Senior Project Manager	$265
Project Manager	$225
Senior Engineer	$250
Process Engineer	$150
Sr. Electrical Engineer	$240
Electrical Engineer	$150
Process Control/Inst. Engineer	$150
Sr. Mechanical Engineer	$240
Mechanical Engineer	$150
Engineering Technician	$125
Engineer	$140
Staff Engineer	$130
Architect	$150
Senior Architect	$225
Landscape Architect	$185
Environmental Specialist	$185
Inspector (Zoning & Landscape)	$150
Inspector (Transportation)	$150
Senior Landscape Architect	$195
Senior Surveyor / Mapper	$150
Surveyor /Field Survey Chief	$165
Designer	$130
Senior Designer	$150
Urban Designer	$165
Chief Designer	$185
Hydrogeologist	$140
Principal Hydrogeologist	$225
Planning Technician	$150
GIS Specialist	$130
Senior Structural Engineer	$240
Structural Engineer	$150
CADD / Technician	$130
Architectural CADD / Technician	$130
Planner	$150
Senior Planner	$195
Transportation Planner	$149
Transportation Planning Technician	$130
Public Relations Specialist	$200
Senior Construction Inspector	$175
Construction Inspector	$140
Rate Analyst	$220
Senior Rate Analyst	$250
Grant Analyst	$175
Grant Specialist	$200
Project Assistant	$125
Clerical / Administrative	$95

Reimbursable Expenses:
Direct costs such as postage, prints, and delivery services will be billed at cost.
Mark-up % Sub-Consultants Fee: 0%

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)	**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 1,000,000.00	Combined Single Limit	$
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

INSURANCEADVISORYFORM Revised 04/2021

RESOLUTION NO. R25-027

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AWARDING REQUEST FOR QUALIFICATIONS NO. UTL24-031 FOR EAST AND WEST WATER PLANT UPGRADES AND TREATMENT OPTIONS EVALUATION, PLANNING, AND DESIGN FOR EMERGING CONTAMINANTS REMOVAL – ENGINEERING SERVICES TO JACOBS ENGINEERING GROUP INC., AND APPROVING AN AGREEMENT BETWEEN THE CITY AND JACOBS ENGINEERING GROUP INC. IN THE AMOUNT NOT TO EXCEED $5,400,000; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City received a Florida Department of Environmental Protection State Revolving Fund (FDEP SRF) loan with principal forgiveness for $5,167,179 for East and West Water Treatment Plant upgrades and treatment options evaluation, planning, and design for emerging contaminant removal; and

WHEREAS, on July 3, 2024, Request for Qualifications ("RFQ") No. UTL24-031 for East and West Water Treatment Plant Upgrades and Treatment Options Evaluation, Planning and Design for Emerging Contaminants Removal-Engineering Services was advertised to select a qualified engineering firm to assist the East and West Water Treatment Plant upgrades and treatment options evaluation, facilities plan for the State Revolving Fund (SRF) Drinking Water Program, including design, bid document preparation, permitting, bidding assistance, and construction management engineering services during construction projects at both plants; and

WHEREAS, the selection committee held a final meeting on October 28, 2024, to score and rank the qualified firms. Jacobs Engineering Group Inc. ranked the highest. The Utilities department completed negotiations with Jacobs Engineering Group Inc. for a contract agreement, the initial scope of work, and associated costs. Work will include conducting a study, preparing a report, and performing engineering services to evaluate the ability of the existing treatment processes at the East Water Treatment Plant to meet the proposed Emerging Contaminants regulations and consider alternatives. This study and facilities plan will also evaluate options for the treatment at the West Water Treatment Plant and any upgrades needed to the treatment process, electrical system, instrumentation, and control components for automation of the treatment process to meet regulations for emerging contaminants or other identified future

regulations for potable water; and

WHEREAS, the study and facilities plan will include short-term and long-term recommendations at both the East and the West Treatment Plants to meet treatment requirements for emerging contaminants and other known future regulations for potable water. The plan will address source water options and the design and permitting of additional potential future groundwater wells or alternative water sources to address emerging contaminants and potential treatment for emerging contaminants at individual source water wells; and

WHEREAS, phasing of the treatment plant upgrades during construction shall minimize disruption of operations and plant shutdowns; and

WHEREAS, upon completion of the study and facilities plan, the Consultant will design and permit improvements identified in the alternative analysis study and provide construction bidding and construction management services; 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 Request for Qualifications No. UTL24-031 for East and West Water Plant Upgrades and Treatment Options Evaluation, Planning, and Design for Emerging Contaminants Removal – Engineering Services to Jacobs Engineering Group Inc., and approve an Agreement between the City and Jacobs Engineering Group Inc. in the amount not to exceed $5,400,000.

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.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby award RFQ No. UTL24-031 for East and West Water Plant Upgrades and Treatment Options Evaluation, Planning, and Design for Emerging Contaminants Removal – Engineering Services to Jacobs Engineering Group Inc. ("Vendor").

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Agreement between the Vendor and the City for RFQ No. UTL24-031 for East and

West Water Plant Upgrades and Treatment Options Evaluation, Planning, and Design for Emerging Contaminants Removal – Engineering Services in an amount not to exceed $5,400,000 (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. 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 Poonam Kalkat 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 21st day of January 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 5-0

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Ty Penserga
Mayor
1/21/2025

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

EAST AND WEST WATER PLANT UPGRADES AND TREATMENT OPTIONS EVALUATION, PLANNING, AND DESIGN FOR EMERGING CONTAMINANTS REMOVAL – ENGINEERING SERVICES (GRANT/LOAN FUNDED)

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 Jacobs Engineering Group Inc., a Delaware corporation authorized to do business in the State of Florida, with a business address of 550 West Cypress Creek Road, Suite 400, Fort Lauderdale, FL 33309, hereinafter referred to as "VENDOR" each a "Party" and collectively the "Parties". 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 contract to perform Engineering Consultant Services, and

WHEREAS, the CITY issued a Request for Qualification for East and West Water Plant Upgrades and Treatment Options Evaluation, Planning, and Design for Emerging Contaminants Removal – Engineering Services (Grant/Loan Funded), RFQ No. UTL24-031 ("RFQ"); and

WHEREAS, the CITY determined that VENDOR was qualified for appointment to perform the scope of services set forth in the RFQ; and

WHEREAS, the CITY Commission on January 21, 2025, determined that VENDOR was qualified for appointment to perform the scope of services set forth in the RFQ; and

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties agree as follows:

ARTICLE 1 – SERVICES.

1.1 VENDOR hereby agrees to perform all consulting and engineering services required for the East and West Water Plant Upgrades and Treatment Options Evaluation, Planning, and Design for Emerging Contaminants Removal – Engineering Services – (Grant/Loan Funded), including the facilities plan for State Revolving Fund (SRF) Drinking Water Program, design, bid document preparation, permitting, bidding assistance and construction administration for construction projects at both plants based on the recommended treatment option. The terms and conditions of RFQ No. UTL24-031 and the VENDOR's proposal are expressly incorporated into this Agreement by reference. Any conflict or discrepancy between the terms of this Agreement, RFQ UTL24-031, and VENDOR's proposal, shall be resolved pursuant to the following order of precedence (1) this Agreement (2) RFQ No. UTL24-031; and (3) VENDOR's Proposal.

1.2 VENDOR shall furnish all services, labor, equipment, 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 with the level and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locality ("Standard of Care"). IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED.

1.3 VENDOR shall complete all work in accordance with the phases of services described below, as more specifically described in the RFQ. The work will be further defined in a Task Order issued for each phase. Each Task Order will include the specific scope, fees based on established hourly rates, a schedule, and deliverables in accordance with Section 1.11 below.

1.4 **Phases of Professional Services**

The services provided under this Agreement ("**Professional Services**" or "Services") intended to be compensated by the Fees shall be categorized into the following phases of service, as applicable:

1. Pre-Design Analysis (or Planning/Study/Report) Phase (expected to complete within 9-12 months), attached to this agreement
2. Preliminary Design Phase and Estimated Construction Costs
3. Final Design and Construction Documents Phase and Estimated Construction Costs
4. Permitting Phase (expected to complete Phases 2, 3, 4 within 9 months)
5. Bidding and Negotiation Phase (expected to complete in 3-4 months)
6. Construction Administration and SCADA Implementation Phase (To be Determined)
7. Other requested services (To be Determined)

1.5 **Pre-Design Analysis (or Planning/Study/Report) Phase**

1.5.1 Scope. *If the scope of Professional Services includes pre-design analysis or preparation of planning/study/report,* the VENDOR shall: i) Consult with the City regarding the requirements and budget allocations for the scope of services/Project and review available data; ii) Advise the City as to the necessity of any additional services from other technical professionals; iii) Provide analyses of the City's needs, surveys, site evaluations, environmental assessments, utility locations and comparative studies of solutions; and iv) Provide a general economic analysis of the requirements applicable to various alternatives; and identify any areas of the task that can be properly value-engineered to produce a savings in the Project construction cost.

1.5.2 Deliverables:

(a) *If the scope of Professional Services includes design services*:

i. Prepare conceptual design criteria with appropriate sketches or exhibits, and identify in a clear manner the considerations involved and the alternative solutions available, as well as VENDOR's recommendations (the "**Pre-Design Analysis**"). The Pre-Design Analysis may include any pilot or bench scale study, shall be accompanied by VENDOR's preliminary estimate of total construction costs for the Project. Provide short term solutions to meet EPA requirements until recommended alternative treatment process construction is completed.

(b) *If the scope of Professional Services includes a Study or Report*: Prepare a report which report shall identify in a clear manner the issue and considerations involved; VENDOR's findings; the alternative solutions available, estimated costs, as well as VENDOR's recommendations; and shall include appropriate exhibits (the "**Study Report**"). Will require a Facility Plan with the alternative options evaluation to meet DWSRF loan requirements.

1.5.3 Presentations. If requested by City, VENDOR shall attend meeting(s) with City Commissioners and/or City administration and may be asked to prepare and make presentation of the Study Report or Pre-Design Analysis.

1.6 **Preliminary Design Phase**

1.6.1 Scope. *If the scope of Professional Services includes Preliminary Design,* VENDOR shall address City's comments to the Pre-Design Analysis, and shall prepare the preliminary design package. The preliminary design package shall include the following:

(a) preliminary design drawings (20-30%), including design criteria and sketches or exhibits, including elevations, sections, site plan and additional renderings, showing the scale and relationship of project components.
(b) outline of technical specifications.
(c) Estimated Construction Cost, in accordance with Section 5.
(d) Location map exhibits and renderings
(e) Survey and existing utilities as-builts

(f) Utilities coordination documentations
(g) Environmental documents (if applicable)

(the "**Preliminary Design Package**").

1.6.2. Deliverable: The Preliminary Design Package for review and comment by the City.

1.6.3 Outreach. If requested, VENDOR shall assist the City with any public communication/information program during this phase or any other phase of the project, including neighborhood presentations. Such assistance shall include the development of presentation material and attendance at public meetings.

1.6.4. Presentations. If requested by City, VENDOR shall attend meeting(s) with City administration and/or City Commission and may be asked to prepare and make presentation of the Preliminary Design Package and Estimated Construction Cost.

1.6.5 Loan/Grant management and reporting. If requested, VENDOR shall assist the City with managing and reporting requirements for any loan (including State Revolving Fund (SRF)) or grants that may be used for funding the project/study. VENDOR will assist the City in identifying and following any procurement requirements for the particular funding mechanism used.

1.7 **Final Design – Construction Documents Phase**

1.7.1 Scope. *If the scope of Professional Services includes design development of construction documents,* then on the basis of the accepted Preliminary Design Package and Estimated Construction Cost of the project, the VENDOR shall prepare, for attachment to the forthcoming construction contract, final construction drawings identifying and describing the scope, extent and character of the work to be furnished and performed by contractor(s), which comply with all applicable building codes, laws and regulations, including loan/grant/other funding mechanism requirements (the "**Final Drawings**") and technical specifications of design component for construction of the Project (the "**Technical Specifications**") at 60%, 90% and 100% completion. The Specifications are to be prepared in conformance with the sixteen division format provided by the Construction Specifications Institute. The Technical specifications shall include a Measurement section for the bid items.

1.7.2 Schedule of bid items. Prepare, for review and acceptance by the City, a proposed schedule of bid items.

1.7.3 Estimated Construction Cost. In accordance with Article 5, modify the Estimated Construction Cost of the project necessitated by the Construction Drawings and Specifications. In the event that the Estimated Construction Cost of the Project, when combined with the total Professional Services Fee and costs; plus any Construction Contingency or allowances established by the City, exceeds the total amount budgeted for the project as established by the City, then the VENDOR shall revise and/or redesign the documents to bring the designs back within the budgeted amount, unless the City provides written approval that the Estimated Construction Cost exceeds the project budget. If the reason that the Estimated Construction Cost exceeds the budget is reasonably foreseeable at the time of performing the Professional Services, VENDOR shall provide written notification identifying the specific reason to the City immediately upon VENDOR determination that the Estimated Construction Cost may exceed the project budget, and in such case, shall await further direction from the City before proceeding further with the Professional Services. If the reason that the Estimated Construction Cost exceeds the budget was reasonably foreseeable at the time of performing the Professional Services, and the VENDOR does not notify the City and obtain written approval from the City that the Estimated Construction Cost exceeds the project budget, VENDOR shall revise and/or redesign the documents at its own cost and expense to bring the designs back within the budgeted amount.

In providing opinions of cost, financial analyses, economic feasibility projections, for the project, VENDOR has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive

bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, VENDOR makes no warranty that the City's actual project costs, financial aspects, economic feasibility, will not vary from VENDOR'S opinions, analyses, projections, or estimates and VENDOR'S shall have no liability for such variances.

1.7.4 Deliverables:

(a) 60% Construction Drawings, Estimated Construction Cost and draft Technical Specifications in editable electronic format (docx,.xls, dwg, and .pdf) for the review and comments of the City;

(b) 90% Construction Drawings, Estimated Construction Cost and draft Technical Specifications in editable electronic format (docx,.xls, dwg, and .pdf) for the review and comments of the City;

(c) 100% Construction Drawings, Estimated Construction Cost and draft Technical Specifications in editable electronic format (docx,.xls, dwg, and .pdf) for the review and comments of the City;

(d) Final signed and sealed sets of final Construction Drawings, Technical Specifications and Estimated Construction Cost in electronic format (the "**Construction Drawings and Technical Specifications**") along with all supporting calculations; and any associated documents;

(e) Schedule of bid items;

(f) Estimated Construction Costs within project budget, unless otherwise accepted in writing by the City.

(g) In accepting or using any electronic format/files CITY agrees that all such electronic format/files are instruments of professional service and VENDOR shall remain the owner of electronic format/files. Copies of documents that may be relied upon by the CITY are limited to the printed copies or stamped .pdf files (also known as hard copies) provided by VENDOR. Any conclusion or information obtained or derived from such electronic format/files will be at the CITY's sole risk. In the event of a conflict between the hard copies prepared by VENDOR and the electronic format/files, the hard copies shall govern. Except as otherwise required by law, CITY agrees not to transfer these electronic format/files to others without the prior written consent of VENDOR and further agrees to waive all claims against VENDOR resulting in any way from any unauthorized alterations, modifications, and/or additions to the electronic format/files as well as reuse of the electronic format/files for any other project.

1.8 **Permitting Phase**

1.8.1 Scope. *If the scope of Professional Services includes permitting,* then in consultation with the City and on the basis of the Construction Drawings and Technical Specifications and Estimated Construction Cost of the project, VENDOR shall prepare all necessary permit applications for submission with the Construction Drawings and Technical Specifications to the regulatory agencies for appropriate permits or other approvals. VENDOR shall provide technical criteria, written descriptions and design data for the City's and VENDOR's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the project. VENDOR shall respond to any comments or requests for information from permitting authorities and assist the City in consultations with appropriate authorities.

1.8.2 Permits. In the event that the Construction Drawings and Technical Specifications are not granted the necessary or appropriate permits or other approvals from the appropriate regulatory agencies due to design issues, VENDOR shall revise and/or redesign the documents at its own cost and expense to ensure the necessary permits and approvals are granted.

1.8.3 Permit Fees. Permit applications fees shall be determined by VENDOR and paid by

the City.

1.9 **Construction Bidding and Negotiation Phase**

1.9.1 Scope. *If the scope of Professional Services includes the Construction Bidding and Negotiation Phase*, then in consultation with City and on the basis of the Construction Drawings and Technical Specifications, VENDOR shall review price tabulation sheets and assist the City in evaluating bids or proposals and consult with and advise the City as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) for those portions of the work as to which such acceptability is required by the procurement documents. VENDOR will identify any areas of the Project that may be properly value-engineered to produce a savings in the construction cost. VENDOR may be required to assist the City's Procurement Division in the preparation of addenda or written clarifications of additional instructions, to interpret, clarify or expand the procurement documents.

1.9.2 Bidding assistance, if requested. Only if requested, VENDOR may be required to:

(a) Participate in any pre-bid conferences and/or attend the bid opening;

(b) Assist the City in negotiating proposals for each separate prime contract for construction, materials, equipment, and services.

1.10 **Construction Administration Phase**

1.10.1 Scope. *If the scope of Professional Services includes the Construction Administration Phase,* VENDOR shall consult with and advise the City and act as Owner's representative on the Project. VENDOR may be required to provide full time inspection staff as owner's representative to closely coordinate all activities with Plant operations on a daily to weekly basis. VENDOR will have limited authority to act on behalf of the City as specifically provided in this Agreement.

(a) *Site visits.* VENDOR shall conduct site visits in accordance with Section 1.10.2, herein.

(b) *Meetings.* VENDOR shall conduct weekly meetings with the City and contractor(s). VENDOR shall be responsible for preparing weekly meeting minutes and distributing them to all in attendance.

(c) *Interpretations.* VENDOR shall issue necessary interpretations and clarifications of the Construction Drawings and Technical Specifications and may issue additional instructions, by means of drawings, minor change orders or otherwise, necessary to illustrate changes in the work. Change orders shall comply with Section 1.10.3 below.

(d) *Shop drawings; Samples.* VENDOR shall timely review and approve or take other appropriate action with respect to shop drawings, samples, the acceptability of substitute materials and equipment proposed by contractor(s), and other data that the contractor(s) are required to submit to ascertain conformance to the Construction Drawings and Technical Specifications. VENDOR shall complete its review of submittals, shop drawings, samples and other data shall be completed so as not to delay the progression of the work or within fourteen (14) calendar days of receipt. The City shall be entitled to rely upon the approval of VENDOR that the shop drawings, product data, and samples approved by VENDOR conform with the Technical Specifications and design specified in the Construction Drawings, as may be amended. Such reviews and approvals or other action shall not extend to the means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

(e) *Testing.* VENDOR shall be obliged, in its role as the representative of the City on the project, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals as required by laws,

rules, regulations, ordinances, codes, orders or the contract documents to determine that the work complies with the requirements of, and that the results certified indicate compliance with the Technical Specifications.

(f) *Review of payment applications.* VENDOR shall review applications for payment and the accompanying data and schedules, VENDOR shall determine the amounts owing to contractor(s) and recommend in writing payments to contractor(s) in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of VENDOR's knowledge, information and belief, the work is in accordance with the Construction Drawings and Technical Specifications. Such recommendations do not represent that continuous or detailed examinations have been made by VENDOR to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that VENDOR has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to the City free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the City and the construction contractors that affect the amount that should be paid.

(g) *Documentation review.* VENDOR shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, which will be assembled by contractor(s) in accordance with the construction contract. Such review shall be limited to a determination by VENDOR that the content of said documents and instruments complies with the design intent of construction contract. In the case of certificates of inspection, tests and approvals, such review shall be limited to a determination that the results certified indicate compliance with, the design intent of construction contract. VENDOR shall thereafter transmit said documents and instruments to the City with written comments and, if applicable, recommendations regarding same, prior to determination of substantial completion.

(h) *Substantial Completion Inspection.* VENDOR shall conduct substantial completion inspection(s) to develop the "punchlist" and to determine if the work is substantially complete; such inspection to be scheduled within three (3) days of notice of substantial completion. Said punch list shall be prepared and signed by VENDOR and the City and delivered to contractor not later than three (3) calendar days after the walkthrough. If necessary, VENDOR shall assist in any mediation between City and contractor to develop an agreed punch list.

(i) *Final Inspection.* VENDOR shall conduct a final inspection to determine if the completed work is in compliance with the punch list, "as-built" drawings" and the Construction Drawings, Technical Specifications, and construction contract documents. Within three (3) business days following such determination of compliance by VENDOR, VENDOR shall recommend in writing final payment to contractor(s) and shall give written notice to City and contractor(s) that the work is acceptable, subject to any conditions expressed in such recommendation.

1.10.2 Site visits. VENDOR shall visit the construction site at intervals appropriate to the various stages of construction as VENDOR deems necessary or as the City requests in order to enable VENDOR to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor(s)' work is in accordance with Construction Drawings and Technical Specifications. Based on information obtained during such visits and on such observations, VENDOR shall advise City whether (i) the work is proceeding in accordance with the Construction Drawings and Technical Specifications, and (ii) the integrity of the design concepts have been implemented and preserved by the contractor(s). VENDOR shall keep the City informed of the progress of the work in the manner and frequency requested by the City. During such visits and on the basis of such observations, VENDOR may disapprove of or reject contractor(s)' work while it is in progress if VENDOR believes that such work will not produce a completed project that conforms generally to the design intent of contract documents

or that it will prejudice the integrity of the design of the project as reflected in the Construction Drawings and Technical Specifications. VENDOR shall notify the City within twenty-four (24) hours of the discovery of such conditions that stoppage of the work may be necessary to support the proper execution of the Construction Drawings and Technical Specifications or to protect the public and/or property. VENDOR shall sign any Stop Work Notice issued by the City. VENDOR shall also have authority to reject all work, materials and equipment which do not conform to the Construction Drawings and Technical Specifications and to decide questions raised by contractor which arise in the execution of the work.

1.10.3 Change orders. VENDOR shall prepare work change directives and change orders as required or requested by the City. VENDOR will provide a response to the contractor and City with respect to a request for change order within a reasonable amount of time after receipt of contractor's notice and all necessary backup information required by VENDOR to formulate a response. VENDOR will have authority to make minor changes in the work which: (1) do not result in extra cost; and (2) do not extend the timeline for completion of the project, and (3) are not inconsistent with the purpose of the work. VENDOR is not authorized to bind the City to changes in contract price or time.

1.10.4 Contractor claims. VENDOR will make decisions in writing on all claims of the contractor(s), and on all other matters relating to the execution and progress of the work or the interpretation of the Construction Drawings and Technical Specifications and contract documents. All such decisions of VENDOR shall be final. In the event of any unresolved dispute between City and its contractor(s), VENDOR may mediate a meeting with City and contractor(s) to resolve the dispute. Notwithstanding the foregoing, VENDOR will not be an arbitrator of disputes between City and its contractor(s).

1.10.5 No contractor supervision. VENDOR will not, either during site visits or as a result of observations of contractor(s)' work in progress, supervise, direct or have control over contractor(s)' work. Nor shall VENDOR have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions incident to the work of contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work. Accordingly, it is understood that VENDOR can neither guarantee the performance of the construction contracts by contractor(s) nor assume responsibility for contractor(s)' failure to furnish and perform their work in accordance with the contract documents. VENDOR shall not be required to make any examination to ascertain how or for what purpose any contractor has used the monies paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to City free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between City and contractor that might affect the amount that should be paid. The limitations in this section shall not limit the responsibility of VENDOR otherwise set forth in this Agreement.

VENDOR is NOT authorized to do the following:

a. Expedite the work for the contractor(s).
b. Advise the contractor(s) on building techniques or scheduling.
c. Get involved in disputes or problems between contractor(s) and subcontractor(s).

1.10.6 Deliverables.

(a) Weekly project meeting minutes;
(b) Recommendations regarding payment applications;
(c) Transmittal of maintenance and operating instructions, schedules, guarantees, bonds and certificates and inspection, tests and approvals (assembled by contractor(s)) with written comments and, if applicable, recommendations regarding same;
(d) Punch list of items to be completed by contractor after substantial completion;
(e) Recommendation of final payment to the contractor(s) and written notice to City that the work is complete and reasonably conforms with the Construction Drawings and Technical Specifications.

1.10.7 Presentation. If requested by City, VENDOR shall attend additional City meeting(s) and may be asked to make presentation of the project status or any issues or concerns.

1.11 Task Orders. Each Task Order issued pursuant to this Agreement shall include:

(a) a scope of services in accordance with the applicable phases of Professional Services described above.
(b) a detailed estimate of fees and costs based on the hourly rates established in this Agreement;
(c) a task/deliverable schedule; and
(d) a payment schedule based on deliverables

Upon mutual agreement of the scope of services, fees, and costs, task/deliverable schedule, and payment schedule, a written Task Order for the applicable phase, in a form substantially similar to that attached hereto as **Exhibit A**, shall be executed by VENDOR and City.

1.12 Requirement for Drawings and Plans.
Unless otherwise set forth in the scope of services, plans shall be based on the North American Datum of 1983, 1190 Adjustment, and the North American Vertical Datum of 1988. All drawings and plans shall be accurate, legible, complete in design, drawn to scale, and suitable for bidding purposes.

1.13 VENDOR assumes responsibility for performance of its services to be provided hereunder in accordance with the Standard of Care. If within one year following completion of its services, such services fail to meet the Standard of Care (as defined in Article 1.2), and the CITY promptly advises VENDOR thereof in writing, VENDOR agrees to re-perform such deficient services without charge to the CITY.

1.14 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 contractors 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.

1.15 VENDOR shall not utilize the services of any sub-consultant without the prior written approval of CITY.

1.16 The CITY's Representative during the performance of this Agreement shall be Bryan Heller.

1.17 The VENDOR'S Representative during the performance of the Agreement shall be GJ Schers.

ARTICLE 2 - COMPLETION SCHEDULE.

2.1 Term and Time For Performance. The Term of this Agreement shall commence upon the complete execution of this Agreement by both parties and the Issuance of a Purchase Order by the CITY to the VENDOR, and continue until completion of the project. VENDOR shall perform all services and provide all work products and deliverables required in accordance with the schedule set forth below and the project schedule established in each specific Task Order, based upon the stipulations of the grant award.

All Planning and Design Activities shall be completed no later than the date set forth below:

a. Invoices submitted for work performed **on or after November 8, 2023**, may be eligible for reimbursement.
b. Completion of all Planning and Design Activities for all Project facilities proposed for loan funding shall be completed **no later than February 15, 2026**.

2.2 Delay.

2.2.1 VENDOR's Professional Services shall be timely performed in compliance with the Project schedule or as amended in a writing executed by both parties. If VENDOR is delayed at any time in the progress of its Professional Services by any act, failure to act or neglect of the City, or any separate consultant or contractor hired directly by the City, or by occurrences beyond the control and without any fault or negligence of VENDOR, VENDOR shall provide to the City, within five (5) working days of the date the delay began, written notice of the delay. Provided VENDOR has timely notified the City of such delay, the City shall amend the schedule in writing, for the time delay actually caused by such occurrence, as determined by the City in its sole discretion. This extension of time shall be VENDOR's sole and exclusive remedy attributed to such delay.

2.2.2 Subject to Article 2.2.1, VENDOR acknowledges responsibility for any delay suffered by the City as a result of VENDOR's negligent, reckless, or intentional wrongful actions or inactions. In the event that the City suffers delay to the extent caused by VENDOR aforesaid actions or inactions, the City, in its sole discretion, said discretion to be exercised reasonably and in good faith, shall have the right and be entitled to terminate this Agreement if VENDOR fails to cure such delay upon five (5) day's written notice and such termination shall not be construed to constitute a breach of this Agreement by the City.

ARTICLE 3 – PROFESSIONAL SERVICES FEE & EXPENSES.

3.1 Compensation.
The professional services Fee and administrative reimbursements to be paid by the City to VENDOR, for all Professional Services of both VENDOR and any of its subcontractors under this Agreement for attached Task Order 1 shall not exceed: seven hundred and seventy thousand dollars ($770,000). This compensation amount shall be the sole amount paid to VENDOR. The compensation may be adjusted, if necessary, by a written amendment, duly approved and executed by VENDOR and City, provided the City's budget includes, or is adjusted to include, the entire Fee.

3.2 Fee Schedule.
A detailed Fee Schedule, tied to the deliverables shall be attached as **Exhibit B**. The Fee Schedule shall detail the hourly rates, number of hours and a payment schedule that shall not be front-loaded.

3.2.1 Rates. VENDOR's hourly rates for every position or level of profession or staff for whom time will be invoiced under this Agreement shall be included in the Fee Schedule attached as **Exhibit B** and incorporated into this Agreement. All such rates shall be effective for the term of this Agreement. The fixed hourly costs for all positions will be applicable to both in-house professional engineering services and professional engineering services at the VENDOR firm's place of business.

3.2.2 Expenses. The Fee Schedule shall include all administrative out-of-pocket expenses to be reimbursed under this Agreement.

3.2.3 Supporting Documents. VENDOR shall maintain complete and orderly documentation underlying all of its invoiced out of pocket expenses, including copies of paid receipts, invoices, or other documentation acceptable to the City. Such documentation shall be sufficient to establish that the expenses were actually incurred and necessary in the performance of the Professional Services.

3.2.4 Mark-Up. Any out-of-pocket costs shall not be marked up more than three percent (3%).

3.2.5 Travel Expenses. Any agreed travel, per diem, mileage, meals, or lodging expenses, the cost of which are subject to the City's prior written approval, shall be paid in accordance with the rates and conditions established by the City's Travel Policy, a copy of which has been provided to VENDOR, or the applicable law or ordinance.

3.3 Subcontracts. VENDOR may invoice for Professional Services related to the sub-contractual services at the established hourly rates in the Fee Schedule.

ARTICLE 4 – INVOICES AND PAYMENT.

The VENDOR shall be paid by the CITY for completed work and for services rendered in accordance with the Fee Schedule as follows:

a. Payment as provided in this section by the CITY shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment, and incidentals necessary to complete the work.

b. The VENDOR may submit invoices to the CITY a maximum of once per month during the progress of the work for partial payment. Such invoices will be reviewed by the CITY to determine if services have been rendered in conformity with this Agreement, and upon approval thereof, payment will be made to the VENDOR in the amount approved.

c. Invoices must identify the PO number and contract number.

d. Invoices shall be submitted to: Bryan Heller. And shall be concurrently e-mailed to the City's Representative.

e. Invoices requesting reimbursement of expenses shall include copies of all documentation of the expenses, to the satisfaction of the CITY.

f. Final payment of any balance due to the VENDOR of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the work under this Agreement and its acceptance by the CITY.

g. 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 whom 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.

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 shall be submitted to the CITY no later than four (4) months after completion of all Professional Services. The Final Invoice certifies that all services have been properly performed and all charges and costs owed in connection with this Agreement have been invoiced to the CITY. Since this account will thereupon be closed, any other further charges if not properly included on the Final 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. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

ARTICLE 5 – ESTIMATED CONSTRUCTION COSTS

5.1 Included in Estimated Construction Cost

The Estimated Construction Cost of a project shall include the total cost to City of all elements of the entire project designed and specified by VENDOR; including an itemization of each of the following:

a. Cost of construction including all labor, materials and equipment required; including but not limited to, an estimated statement of proposed hourly rates and labor costs by job classification; general conditions, bonds and insurance, etc.;

b. Allowance for construction cost contingencies;

c. Regulatory permit fees;

d. Allowance for other necessary services, such as materials testing, to be provided by others for the City;

e. Traffic Control, when applicable;

f. Sheet and shoring, when applicable;

g. By-pass plumbing, when applicable;

h. Pressure Testing, when applicable;

i. Video Taping Inspections, when applicable;

j. Mobilization and De-mobilizations.

5.2 **Excluded in Estimated Construction Cost**
The Estimated Construction Cost shall exclude VENDOR's Fee.

5.3 **Adjustment to Estimated Construction Cost**
. VENDOR acknowledges that the Estimated Construction Costs shall be prepared by VENDOR in accordance with the Standard of Care. VENDOR further represents that it has the necessary resources and expertise, including a cost analyst for Estimating Construction Costs based on the best information available. In the event that the bidding phase has not commenced within three (3) months after VENDOR submits the Construction Drawings and Technical Specifications and Estimated Construction Cost of the project to the City, the Estimated Construction Cost of the project may be adjusted by VENDOR to reflect any documented change in the general level of prices in the construction industry between the date of submission of the Estimated Construction Costs to the City and the date on which the construction procurement solicitation is ultimately advertised.

5.4 **Bidding Phase and Estimated Construction Cost**
In the event that a least two (2) responsive and responsible bids are received, and the lowest "best value" bid, as such term is used in the City of Boynton Beach Procurement Code, excluding any alternate bid items ("base bid"), exceeds the Estimated Construction Cost for a project by more than ten percent (10%), the VENDOR shall analyze in writing, the reasons why the bids or proposals may have exceeded the ten percent (10%) factor following the analysis of all base bids. In such a circumstance, the City may at its sole discretion, exercise any one or more of the following options: (1) VENDOR shall revise the Construction Drawings and Technical Specifications along with the Estimated Construction Cost, to enable the project to conform to ten percent (10%) above the Estimated Construction Costs of the project and the City's project budget with such amendments subject to the written final acceptance and approval of the City; (2) VENDOR shall assist the City with, re-bidding services and related items (including costs associated with regulatory review and approval of revised documents) as many times as requested by the City until the base bid of at least one "best value" bid falls within the factor of ten percent (10%) of the Estimated Construction Cost of the project; (3) City may grant approval of an increase in the Estimated Construction Cost of project; (4) City may abandon the project and terminate this Agreement; or (5) City may select as many deductive alternatives as may be necessary to bring the award within ten percent (10%) of the Estimated Construction Costs of the project. Notwithstanding the foregoing, VENDOR shall be compensated for any additional effort pursuant to this Section 5.4 except where VENDOR failed to conform to the Standard of Care.

ARTICLE 6 – MODIFICATIONS TO THE SCOPE

Notwithstanding the foregoing provisions, the City reserves the right to make changes to a project or the scope of Professional Services at any time, including alterations, reductions or additions thereto. Upon receipt by VENDOR of City's notification of a contemplated change, VENDOR shall in writing: (i) provide a detailed estimate for the increase or decrease in VENDOR's Fee and other design costs that would result from the contemplated change; (ii) provide a detailed estimate for the increase or decrease in Estimated Construction Costs that would result from the contemplated change; (iii) notify the City of any estimated change in the completion date; and (iv) advise the City how the contemplated change shall affect the VENDOR's ability to meet the completion dates or schedules. If the City so instructs in writing, VENDOR shall suspend work on the portion of the scope of services affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the parties shall execute a written amendment to this Agreement and VENDOR shall not commence work on any such change until such amendment is signed by the parties. It is further acknowledged and agreed that changes to Deliverables, or revisions of studies, that do not increase or change the overall estimate of time under the schedule shall be considered mere substitution of work for scope of work ("**Substituted Services**") already included in the Fee. Substituted Services shall not in any circumstances be considered compensable as other expenses, and, to the extent that the event of Substituted Services causes an overall reduction in the

amount of time for services considered in the Fee Schedule, such shall result in pro-rata reduction of the Fee.

ARTICLE 7 – OWNERSHIP AND USE OF DOCUMENTS.

Excluding VENDOR's pre-existing intellectual property, all plans, drawings, calculation, construction documents, technical specifications, sketches, photographs, videos, illustrations, tracings, PowerPoint presentations, specifications, maps, computer files and/or studies or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, regardless of form or format, will be considered works made for hire and, upon payment by the City of the Fee for same, will become the exclusive property of the City without restriction or limitation on their use and will be made available, upon request, to the City upon request and/or upon completion or termination of this Agreement. City shall not be required to pay any additional charges for the City's documents and records. Documents can be provided to the City electronically. Upon delivery to the City of said document(s), the City will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Vendor will not copyright any material and products or patent any invention developed under this Agreement. Vendor specifically waives and releases all rights which Vendor may have in the materials, products or invention pursuant to 17 U.S.C. §§106A and 113(d). Vendor acknowledges and affirms that pursuant to 17 U.S.C. §106Al such waiver and release shall be effective as to any and all uses foreseeable and unforeseeable for which such materials, products or invention might be subject. Vendor waives and assigns to City all copyrights under 17 U.S.C. §101, et seq., and all other rights in the materials, products, invention and any work produced. Any reuse of Vendor's prepared documents by the City, except for the specific purpose intended under this Agreement, will be at City's sole risk and without liability or legal exposure to Vendor or its sub-consultants.

a. Obligation to Furnish Documents to the City. Vendor shall deliver to the City for approval and acceptance, and before being eligible for final payment of any amounts due under this Agreement, all documents and materials prepared for the City in connection with this Agreement. All such documents and records shall be provided within a reasonable time at no additional cost. Such documents may be provided electronically.

b. Vendor's Records. Notwithstanding any other provision in this Section, Vendor shall be entitled to retain a copy of all plans, drawings, calculation, construction documents, technical specifications, sketches, photographs, videos, illustrations, tracings, PowerPoint presentations, specifications, maps, computer files and/or studies or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, for Vendor's records only as is necessary for VENDOR to document its professional services. Vendor acknowledges that plans, drawings, documents, and records related to the physical security of City facilities or security systems are exempt or confidential records and shall not be disclosed by Vendor, except as authorized by law and specifically authorized by City.

ARTICLE 8 – GENERAL TERMS

a. **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.

b. **Representations.** VENDOR represents 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 the Standard of Care. 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 Management consultant for any project without the advance written approval of the CITY, which consent will not be unreasonably withheld by the CITY.

c. **Licensed**. VENDOR represents that it is duly licensed in Florida to perform the Professional Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

d. **Design and Constructability**. Subject to Article 1.2, VENDOR hereby represents to City that where Professional Services includes development of Construction Drawings and Technical Specifications, such project: (i) is and shall be designed with no material defects in design, determined in accordance with sound architectural and engineering principles, as applicable, and generally accepted industry standards; (ii) is and shall be designed in accordance with generally accepted architectural and engineering standards, as applicable, and (iii) is constructible. Without waiver of City's other rights and remedies, City may require VENDOR to perform again, at VENDOR's sole cost and expense, any design services which were not performed in accordance with the requirements and standards set forth in this Agreement. VENDOR hereby waives any claims which it may have or assert against the City with respect to this section, except and unless and failure of VENDOR to perform, in whole or in part, is due to the action or inaction of the City. Without limiting any other remedy available to City, the VENDOR shall furnish at its own expense any redesign or revisions to the Construction Documents and Technical Specifications necessary to correct any material errors, omissions, failures or deficiencies in such documents, and shall, at its sole cost and expense, correct any work performed in accordance with deficient documents. The City's review or approval of, or payment for, any Professional Services or deliverables under this Agreement shall not be construed as a waiver of any rights under this Agreement or any cause of action arising out of performance under this Agreement. This section shall survive the expiration or termination of this Agreement.

e. **Indemnification**. The VENDOR shall indemnify and hold harmless the CITY, its officers, employees, and instrumentalities from any and all 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, relating to and resulting from the performance of this Agreement by the VENDOR, its employees, agents, partners, principals or subcontractors but only 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. 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. 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. PURSUANT TO F.S. SEC. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD LIABLE FOR NEGLIGENCE. VENDOR obligations hereunder shall not apply to the extent caused by the negligence of any Indemnities.

To the extent considered necessary by the City, any sums due VENDOR under this Agreement may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. 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. 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.

The limitations and exclusions of liability set forth in this subsection shall apply regardless of the type of claim, fault, breach of contract, tort (including negligence), strict liability, or otherwise of either party, its employees, or subconsultants.

f. **Insurance**. During the performance of the services under this Agreement, VENDOR shall maintain the following insurance limits. 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:

i. **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.

ii. **Commercial General Liability**: The VENDOR shall procure and maintain for the life of this Agreement, Commercial 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. 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 coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY.

iii. **Business Automobile Liability**: The VENDOR shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The VENDOR shall maintain an 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.

iv. **Professional Liability (Errors and Omissions) Insurance**: The VENDOR shall procure and maintain for the life of this Agreement in the amount of $4,000,000 per claim and in aggregate.

v. **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.

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.

The CITY shall be included as an additional insured, except on the Worker's Compensation and Professional Liability policies. The coverage shall contain no limitations on the scope of protection afforded the CITY, its officers, officials, and employees. 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) days prior written notice by either certified mail, return receipt requested, has been given to the CITY.

The CITY reserves the right to reasonably require any additional insurance coverage or increased limits as determined necessary by the Director of Human Resources and Risk Management. The CITY reserves the right to review, modify, reject, or accept any required limits, coverage, or endorsements throughout the term of the Agreement. Increased limits shall be agreed to by both parties.

g. **Independent Contractor.** The VENDOR and the CITY agree that the VENDOR is an

independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither 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.

h. **Covenant Against Contingent Fees**. The VENDOR represents 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 contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the VENDOR any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the CITY shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

i. **Consultant's Competitive Negotiation Act.** The parties confirm that the procurement of the professional services under this Agreement was the subject of the competitive selection and negotiation processes mandated by Section 287.055, Florida Statutes, unless specifically exempted therefrom.

j. **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.

k. **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, gender, disability, marital status, political affiliation, pregnancy, gender identity, and expression, sex or the presence of any physical or sensory handicap in the selection and retention of employees, procurement of materials, supplies, or in performance of any Work pursuant to this Agreement.

l. **Non-Waiver.** Any waiver by either party of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement. Nothing in this Agreement shall be interpreted to constitute a release of the responsibility and liability of VENDOR, its employees, sub-contractors, agents, and sub-consultants for the accuracy and competency of their designs, working drawings, Construction Documents, Technical Specifications or other documents and works, nor shall any approval by the City be deemed to be an assumption of such responsibility by the City for a defect or omission in designs, Construction Documents, Technical Specifications or other documents prepared by VENDOR, its employees, agents, or subcontractors.

m. **Termination.**

a. **Termination for Convenience**. This Agreement may be terminated by the CITY for convenience, upon fourteen (14) calendar days after written notice by the City to the VENDOR for such termination in which event the VENDOR shall be paid its

compensation for work performed through 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**. This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) calendar days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may be terminated for cause by CITY for, VENDOR's failure to perform the Services as per the terms of this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

c. In the event of the death of a member, partner, or officer of the VENDOR, or any of its supervisory personnel assigned to the project, the surviving members of the VENDOR hereby agree to complete the work under the terms of this Agreement, if requested to do so by the CITY. This section shall not be a bar to renegotiations of this Agreement between surviving members of the VENDOR and the CITY, if the CITY so chooses.

d. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

e. Upon termination, VENDOR shall immediately assemble and deliver all documents, drawings, signed and sealed drawings, Construction Documents, Technical Specifications, CADD files, calculations, specifications, correspondence, testing and materials information, warranties, manuals, written information, electronic data and all other materials in its possession concerning the Professional Services under this Agreement and City projects to the City.

f. In the event of termination, VENDOR, upon receipt of the notice of such termination, shall: (1) stop the performance of the Professional Services on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts except as may be necessary for completion of any portion(s) of the Professional Services not terminated and as authorized by the written notice; (3) terminate all orders and subcontracts to the extent that they relate to the performance of the Professional Services terminated by the notice of termination; (4) transfer title to the City (to the extent that title has not already been transferred) and deliver according to the manner, at the times, and to the extent directed by the City, all property purchased under this Agreement and reimbursed as direct items of cost and not required for completion of the services not terminated; (5) promptly assemble and deliver as provided above all documents related to this Agreement; (6) promptly complete performance of any Professional Services not terminated by the notice of termination and/or cooperate in transition of its consulting duties to appropriate parties at the direction of the City.

g. In the event of termination, the City shall compensate VENDOR for all authorized Professional Services satisfactorily performed through the termination date as per the terms of this Agreement, and for costs incurred, under the payment terms contained in this Agreement. In the event of Termination for Cause, no payments to VENDOR shall be made (1) for Professional Services not satisfactorily performed and cured as per the terms of this Agreement and (2) for assembly of and submittal of documents as required under this Agreement. In no event shall City be obligated to compensate VENDOR for lost profits, or any resulting or consequential damages.

h. In addition to any termination rights stated in this Agreement, CITY shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of actual costs incurred by CITY due to VENDOR's failure to comply with any term(s) of this Agreement.

i. Surviving Provisions. It is agreed that the indemnity provisions, insurance provisions, the right to audit, governing law, and litigation, and all covenants, agreements, and representations made in this Agreement or otherwise made in writing by VENDOR, including but not limited to any representations made relating to disclosure or

ownership of documents, shall survive the expiration or termination of this Agreement.

n. **Default of Contract & Remedies.**

a. 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.

b. **Correction of Work.** Subject to Article 1.2, 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. **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 :

d. The abandonment of the project by VENDOR for a period of more than seven (7) business days.

e. 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.

f. 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.

g. 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.

h. 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) calendar 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) calendar 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) calendar days.

i. **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) business 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 in accordance with the Termination section set forth above.

o. **Uncontrollable Forces.**

a. 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.

b. 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.

p. **Notices**. All written notices, demands, and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to the appropriate parties at the addresses(es) listed below.

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:	Didier Menard, GJ Schers, Raul Alfaro
	Jacobs Engineering Group, Inc.
Address:	550 West Cypress Creek Road
	Suite 400
	Fort Lauderdale, FL 33309
Phone:	407-496-1938, 239-404-0245, 786-709-1119
Email:	didier.menard@jacobs.com, gj.schers@jacobs.com,
	raul.alfaro@jacobs.com

q. **Public Records**. 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 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 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.

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

r. **Time of Essence.** Time shall be of the essence for each and every provision of this Agreement.

s. **E-Verify**. VENDOR is used interchangeably with CONTRACTOR throughout this Section. 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.

A. Definitions for this Section:

i. "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.

ii. "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.

iii. "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.

B. 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:

i. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

ii. 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

iii. 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.

t. **Public Entity Crime Act 287.133**. VENDOR represents that the execution of this Agreement will not violate Section 287.133, Florida Statutes and certifies that VENDOR and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, and any sub-consultants have not been placed on the Convicted Vendor List maintained by the State of Florida within 36 months prior to the submittal of the Proposal to under this RFQ. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

u. **Scrutinized Companies 287.135 and 215.473**. 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) 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.

v. **Sovereign Immunity.** The CITY is a political subdivision of the State of Florida. Nothing in this Agreement is intended, nor shall be construed or interpreted, to waiver or modify the immunities and limitations on liability provided for in Section 768.28, Florida statute, as may be amended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to ensure CITY of the limitation from liability provided to any successor statute thereof.

w. **Assignment**. No assignment by a party hereto of any rights under or interests in this Agreement 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 this Agreement.

x. **Binding Authority**. CITY and VENDOR represent that they have the full power and authority to enter into and fully perform their obligations under this Agreement, and 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 this Agreement.

y. **Attorney's Fees and Costs**. 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.

z. **Performance of Government Functions**. Notwithstanding anything in this Agreement to the contrary, nothing contained in this Agreement shall in any way stop, limit or impair the City of Boynton Beach from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions with respect to any project.

aa. **Compliance with Laws**. 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 to the Professional Services.

bb. **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 the agreement/contract, including but not limited to any citizen or employees of the City and/or Vendor.

cc. **Severability**. In the event that any term or provision of this Agreement shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

dd. **Litigation; Governing Law; Venue**. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and VENDOR submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be exclusively in Palm Beach County, Florida, or the Federal Southern District of Florida. VENDOR agrees to waive all defenses to any suit filed in Florida based upon improper venue or forum nonconveniens.

ee. **Integrated Agreement**. 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. This Agreement may be amended only by written instrument signed by both CITY and VENDOR.

ff. **Effective Date and Execution**. This Agreement will take effect on the Effective Date. 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.

gg. **Limitation of Liability.** The total aggregate liability arising out of performance or breach of this Agreement shall not exceed 2 times the compensation paid to VENDOR under each applicable Task Order.

ARTICLE 9 - FEDERAL REQUIREMENTS.

Notwithstanding anything to the contrary set forth herein, VENDOR 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 VENDOR in this section shall also apply to any subcontractor under the terms of this Agreement.

9.1 **Equal Employment Opportunity**. During the performance of this contract, VENDOR agrees as follows:

A. VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. VENDOR 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. VENDOR 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. VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of VENDOR, 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. VENDOR 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 VENDOR 's legal duty to furnish information.

D. VENDOR 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 VENDOR '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. VENDOR 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. VENDOR 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 VENDOR '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 VENDOR 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. VENDOR 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. VENDOR 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 VENDOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, VENDOR 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.

9.2 **Davis-Bacon Act**. VENDOR 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, VENDOR 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, VENDOR must be required to pay wages not less than once a week.

9.3 **Copeland "Anti-Kickback" Act**. VENDOR 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"). VENDOR 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.

9.4 **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) VENDOR 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 VENDOR 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 VENDOR 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**. VENDOR 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.

9.5 VENDOR 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**. VENDOR 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. VENDOR 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. VENDOR 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**. VENDOR 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. VENDOR 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. VENDOR 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.

9.6 **Suspension and Debarment**. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such VENDOR is required to verify that none of the Vendor'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. VENDOR 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 Vendor 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 Vendor or proposer 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 Vendor or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9.7 **Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352)**. VENDOR 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.

9.8 **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).

9.9 **Procurement of Recovered Materials**. The CITY and VENDOR 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.

9.10 **Reporting**. Pursuant to 44 CFR 13.36(i)(7), VENDOR 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 VENDOR 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.

9.11 **Rights to Inventions**. VENDOR 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.

9.12 **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.

9.13 **Department of Homeland Security (DHS) Seal, Logo, and Flags**. VENDOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

9.14 **Compliance with Federal Law, Regulations, and Executive Orders**. This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. VENDOR will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

9.15 **Fraudulent Statements**. VENDOR acknowledges that 31 U.S.C. Chap. 38 applies to VENDOR's actions pertaining to this Agreement.

9.16 **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 VENDOR 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 VENDOR 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 VENDOR 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 VENDOR 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 VENDOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

9.17 **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.

9.18 **Affirmative Socioeconomic Steps**. If subcontracts are to be let, VENDOR 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.

9.19 **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 contract, VENDOR 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, 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 contract in formats acceptable by VENDOR.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

DATED this 21st day of January, 20___.

CITY OF BOYNTON BEACH

Ty Penserga, Mayor 1/21/2025

(Authorized Official Name), (Vendor)

David Ashman
Print Name of Authorized Official

Vice President
Title

(Corporate Seal)

JACOBS ENGINEERING GROUP INC CORPORATE SEAL DELAWARE

Attest/Authenticated:

Witness

Justin Johnson, Secretary
Print Name

Approved as to Form:

Shawna G. Lamb, Office of the City Attorney

Attest/Authenticated:

Maylee De Jesus, City Clerk

EXHIBIT A
TASK ORDER TEMPLATE

CITY OF BOYNTON BEACH
_____ *Services Task Order*
Task Order No. _____

Consultant: _____
Contract No. _____

1. **Task/Project Phase**. _____ *(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**.
Consultant shall deliver to the City the deliverables specified at the time indicated on the attached **Exhibit ____.**

4. **Compensation**.
The total Fee to be paid to 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 _____ 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**.

☐ If checked, Consultant's receipt of a fully-executed copy of this Task Order 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 Notice to Proceed.

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 B
FEE SCHEDULE

PERSONNEL CLASSIFICATIONS	HOURLY RATE
Principal	$290
Senior Project Manager	$265
Project Manager	$225
Senior Engineer	$250
Process Engineer	$150
Sr. Electrical Engineer	$240
Electrical Engineer	$150
Process Control/Inst. Engineer	$150
Sr. Mechanical Engineer	$240
Mechanical Engineer	$150
Engineering Technician	$125
Engineer	$140
Staff Engineer	$130
Architect	$150
Senior Architect	$225
Landscape Architect	$185
Environmental Specialist	$185
Inspector (Zoning & Landscape)	$150
Inspector (Transportation)	$150
Senior Landscape Architect	$195
Senior Surveyor / Mapper	$150
Surveyor /Field Survey Chief	$165
Designer	$130
Senior Designer	$150
Urban Designer	$165
Chief Designer	$185
Hydrogeologist	$140
Principal Hydrogeologist	$225
Planning Technician	$150
GIS Specialist	$130
Senior Structural Engineer	$240
Structural Engineer	$150
CADD / Technician	$130
Architectural CADD / Technician	$130
Planner	$150
Senior Planner	$195
Transportation Planner	$149
Transportation Planning Technician	$130
Public Relations Specialist	$200
Senior Construction Inspector	$175
Construction Inspector	$140
Rate Analyst	$220
Senior Rate Analyst	$250
Grant Analyst	$175
Grant Specialist	$200
Project Assistant	$125
Clerical / Administrative	$95

Reimbursable Expenses:
Direct costs such as postage, prints, and delivery services will be billed at cost.
Mark-up % Sub-Consultants Fee: 0%

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)	**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 1,000,000.00	Combined Single Limit	$
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

INSURANCEADVISORYFORM Revised 04/2021

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/ 1/2026

Proposed Resolution No. R26-222- Approving a single source purchase from West Publishing Corporation and Thomson Reuters Enterprise Centre GmbH, pursuant to Section IX of the City's Purchasing Policy Manual, and approving a Westlaw ProFlex Order Form and Addendum for online legal research and practice solutions services, for a minimum term of seventy-two (72) months, for a total amount of $172,020.36, plus prorated charges for any partial initial month; providing an effective date; and for all other purposes.

Requested Action: Staff recommends approval of Proposed Resolution No. R26-222.

Explanation of Request:

West Publishing Corporation, a subsidiary of Thomson Reuters, provides Westlaw, a widely used online legal research platform. The City Attorney's Office already subscribes to Westlaw and uses it daily to research case law, statutes, and regulations, draft and review legal documents, and support the City in litigation.

The proposed agreement replaces the City's current Westlaw ProFlex subscription with an updated package for five users. It includes Westlaw Precision with CoCounsel (an AI-assisted research and drafting tool), Westlaw All Analytical, Westlaw Drafting Assistant, Practical Law Premier, and Westlaw Litigation Collection. The package gives the City Attorney's Office current legal resources, practice guides, and drafting tools, so attorneys can complete legal work more efficiently and rely less on outside counsel for research-intensive matters.

The agreement has a six-year term. Monthly charges start at $2,107.50 and increase 5% each year, for a total of $172,020.36 over the term. The City Attorney's Office negotiated an addendum to Thomson Reuters' standard order form that incorporates Florida public-entity requirements. It includes the City's right to terminate for convenience on 30 days' notice and to cancel if funds are not appropriated.

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

Budgeted Item: Yes

Account Line Item and Description: 001-1910.51446-91 - repair maintenance svcs software maintenance

Procurement Methodology Bids and Purchases Only: This purchase is a single-source procurement. West Publishing Corporation, a subsidiary of Thomson Reuters, is the provider of the Westlaw platform and its proprietary content, including the KeyCite citator, Key Number System, and Practical Law practice guides, which the City Attorney's Office already uses daily. A competitive solicitation was not conducted because no other vendor can supply this content, and switching platforms would require data migration and retraining for all users with no equivalent substitute. The City Attorney's Office negotiated an addendum to the vendor's standard order form that incorporates Florida public-entity requirements, including termination for convenience on 30 days' notice and cancellation for non-appropriation of funds.

Fiscal Impact: 001-1910.51446-91 - repair maintenance svcs software maintenance Annual expenditure of $25,290.

Attachments:
R26-222 Agenda_Item_5207-2026_-_Resolution_R26-XXX_-_Thomson_Reuters_Westlaw_ProFlex_Order_Form_and_Addendum.docx
Exhibit A to Resolution - Agmt.pdf
WestLaw- Thomson Reuters COI.pdf

RESOLUTION NO. R26-222

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A SINGLE SOURCE PURCHASE FROM WEST PUBLISHING CORPORATION AND THOMSON REUTERS ENTERPRISE CENTRE GMBH, PURSUANT TO SECTION IX OF THE CITY'S PURCHASING POLICY MANUAL, AND APPROVING A WESTLAW PROFLEX ORDER FORM AND ADDENDUM FOR ONLINE LEGAL RESEARCH AND PRACTICE SOLUTIONS SERVICES, FOR A MINIMUM TERM OF SEVENTY-TWO (72) MONTHS, FOR A TOTAL AMOUNT OF $172,020.36, PLUS PRORATED CHARGES FOR ANY PARTIAL INITIAL MONTH; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City Attorney's Office requires online legal research and practice solutions services, including Westlaw Precision Preferred with CoCounsel, Westlaw All Analytical, Westlaw Drafting Assistant, Practical Law Premier, and Westlaw Litigation Collection, for five (5) attorney users (the "Services"); and

WHEREAS, West Publishing Corporation and Thomson Reuters Enterprise Centre GmbH (collectively, "Thomson Reuters") provide the Services under the West Order Form – ProFlex for Account No. 1000116683, together with the West/CLEAR ProFlex Attachment, the Thomson Reuters Addendum to Order Form No. E1413396, the Thomson Reuters Non-Availability of Funds Addendum, and the City's Addendum to Westlaw ProFlex Order Form (the "City Addendum") (collectively, the "Agreement"), which Thomson Reuters executed on November 13, 2026; and

WHEREAS, Section IX – Alternatives to Formal Sealed Bids, Paragraph 6 – Single Source Purchase, of the City's Purchasing Policy Manual permits an award for commodities or services without competition when, although more than one source is available, selecting a single vendor is most advantageous for the City, including for reasons of standardization or consistency of results, and requires City Commission approval of any single source purchase exceeding $75,000.00; and

WHEREAS, Thomson Reuters has provided written support of its single source identification, and the City's Procurement Services Division has determined that this purchase meets the criteria for a Single Source Purchase under the City's Purchasing Policy Manual; and

WHEREAS, the Agreement provides for a Minimum Term of seventy-two (72) months, beginning on the first day of the month following the Effective Date, with Monthly Charges

increasing five percent (5%) annually as follows: Year 1, $2,107.50 per month ($25,290.00 annually); Year 2, $2,212.88 per month ($26,554.56 annually); Year 3, $2,323.52 per month ($27,882.24 annually); Year 4, $2,439.69 per month ($29,276.28 annually); Year 5, $2,561.68 per month ($30,740.16 annually); and Year 6, $2,689.76 per month ($32,277.12 annually), for total Monthly Charges of One Hundred Seventy-Two Thousand Twenty Dollars and Thirty-Six Cents ($172,020.36) for the Minimum Term, plus prorated Monthly Charges for any partial month in which the Effective Date occurs; and

WHEREAS, following the Minimum Term, the Agreement automatically renews for successive twelve (12) month terms unless either party provides timely notice of nonrenewal, and any such renewal is subject to the appropriation of funds by the City Commission; and

WHEREAS, the City Addendum governs and controls the terms of the Agreement and incorporates provisions required of the City as a governmental entity under Florida law, including public records, prompt payment, sovereign immunity, appropriation of funds, and termination for convenience upon thirty (30) days' written notice; 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 Agreement with Thomson Reuters for online legal research and practice solutions services, for a Minimum Term of seventy-two (72) months, for a total amount of $172,020.36, plus prorated charges for any partial initial month.

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 a single source purchase from Thomson Reuters pursuant to Section IX, Paragraph 6, of the City's Purchasing Policy Manual, and approves the Agreement between Thomson Reuters and the City for online legal research and practice solutions services, for a Minimum Term of seventy-two (72) months, for a total amount of $172,020.36, plus prorated charges for any partial initial month, 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, including the Order Form, the Thomson Reuters Addendum to Order Form No. E1413396, the Thomson Reuters Non-Availability of Funds Addendum, and the City Addendum. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of this Resolution, and any amendments to the Agreement that do not modify the scope of services or increase the Monthly Charges set forth therein.

SECTION 4. 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 Taralyn Pratt to forward to Thomson Reuters.

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

[SIGNATURES ON THE FOLLOWING PAGE]

87

RESOLUTION NO. R26-222

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Thomas Turkin	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Tammy Stanzione
Interim City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Docusign Envelope ID: E1175C84-E109-85C0-80AC-9B61EC845151

WEST ORDER FORM–ProFlex
for WestlawPRO, Software
and Practice Solutions Customers
2900 Ames Crossing Rd, Suite 100
Eagan, MN 55121
Tel: 651/687-8000

Thomson Reuters™

Check West account status below as applicable: Rep Name & Number Rachael Goodman 0154363

New ____

Existing with no changes ____ **Existing with changes** ____ (Permanent name change must attach a Customer Name Change Form)

Acct # 1000116683 Quote # _____ PO # _____ Date _____

Name/Customer BOYNTON BEACH CITY ATTORNEY Bill To Acct # _____

Order Confirmation Contact Name Sigrid Vegas-Catinella

E-Mail vegass@bbfl.us

Password Contact Name (for password delivery) Sigrid Vegas-Catinella

E-Mail vegass@bbfl.us

Time and Billing Contact Name _____

E-Mail _____

MSA Jurisdiction _____ Contract # _____ Option # _____

REQUIRED

Permanent Address Change _____ **One-Time Ship To** _____ **Additional Ship To** _____ **Additional Bill To** _____

Name _____ Attn: _____

Address _____ Suite/Floor _____

City _____ State _____ County _____ Zip _____

IF NEEDED

This Order Form is a legal document between Customer and

A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: https://www.tr.com/trorderinginfo

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

Thomson Reuters General Terms and Conditions (available here: www.tr.com/general-terms-US) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions. This Order Form is subject to our approval.

		ProFlex Products				
Full Svc #	**ProFlex, WestlawPRO, Software and Practice Solutions Products**	**Quantity ***	**Monthly Banded Rate**	**Other**	**Total Monthly Charges**	**Minimum Term (Months)**
40757482	**ProFlex**	5			$2,107.50	72

Notes:

* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Conc. Patron Users, Active Legal Holds, and Quantity of Additional Storage.

Total Monthly Charges (initial Term) $ $2,107.50

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Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Pricing Attachment (#1113) to the Order Form. You are also responsible for all Excluded Charges as defined below.

If you previously subscribed under a Special Offer Amendment/Exhibit the effective date of this Order Form is the first day of the month following the date we process your order.

If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

Your subscription will automatically renew at the end of the Minimum Term for successive 12-month renewal terms (each, an "Automatic Renewal Term"), unless either party provides written notice of its intent to not renew at least 30 days prior to the beginning of an Automatic Renewal Term. We will notify you of any change in the Annual Charges at least 60 days before each Automatic Renewal Term begins. Submit your notice of nonrenewal to: https://www.thomsonreuters.com/en-us/help/account-management/legal/orders/request-a-subscription-cancellation.html or via postal mail to Customer Service, 2900 Ames Crossing Rd, Eagan, MN 55121.

The ProFlex Addendum/Attachment includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments include the list of your personnel to whom passwords are to be issued and other data applicable to your order. For concurrent Patron Access customers at multiple locations, the concurrent access will be limited by the quantity of Patron Access users by location, as identified on the ProFlex Addendum/Attachment.

Banded Products Subscriptions

You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Internal Corporate Use Only		BND

Technical Contact for Westlaw Patron Access

Technical Contact Name (please print): N/A

Telephone: _____

E-Mail Address: _____

Current Account #: _____

Patron Access: IP Address: _____

One IP Address per terminal. Additional pages may be attached if needed.

IP Address Range _____

* Orders submitted without IP Address information may delay set up and access

For Internal Office Use Only
OF Instructions: Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59

ProFlex Renewals

Sub Matl #	ProFlex, WestlawPRO, Software and Practice Solutions Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)

Monthly Charges for the Initial Renewal Year are set forth above, and begin on your Renewal Effective Date. The Renewal Term will continue for the number of months identified in the Renewal Term column above. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (Form #1113) to the Order Form.

Your subscription will automatically renew at the end of the Renewal Term for successive 12-month renewal terms (each, an "Automatic Renewal Term"), unless either party provides written notice of its intent to not renew at least 30 days prior to the beginning of an Automatic Renewal Term. We will notify you of any change in the Annual Charges at least 60 days before each Automatic Renewal Term begins. Submit your notice of nonrenewal to: https://www.thomsonreuters.com/en-us/help/account-management/legal/orders/request-a-subscription-cancellation.html or via postal mail to Customer Service, 2900 Ames Crossing Rd, Eagan, MN 55121.

Online/CD-ROM Products to be Lapsed

Full Svc #	Online/CD-ROM Products	Account #/Location
40757482	WEST PROFLEX	

Westlaw Roaming

If you access Westlaw regulated data, you receive roaming access by default. Roaming access permits users located outside your designated IP address range to access Westlaw regulated data. We may block roaming access at our option. You may choose to block roaming access by initialing below.

_____ **Initial to block roaming access**

Miscellaneous

1. **Excluded Charges.** If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf and http://legalsolutions.com/schedule-a-concourse-case-notebook-hosted. Excluded Charges may change after at least 30 days written or online notice.

2. **Charges, Payments & Taxes**. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Product Specific Terms

3. **Product Specific Terms for Legal Products.** The Product Specific Terms for Legal Products (found here: http://tr.com/legal-pst) apply to the relevant Services set forth in this Order Form, and such Product Specific Terms for Legal Products are hereby incorporated by reference.

4. **Additional clause applicable to: Westlaw Advantage, Practical Law Dynamic Tool Set, CoCounsel Essentials, Westlaw Advantage with CoCounsel Essentials, Practical Law with Dynamic Tool Set with CoCounsel Essentials, CoCounsel Legal:** During the term of this Agreement, Thomson Reuters may in its sole discretion issue updates, upgrades, patches, enhancements, or improvements that it makes generally available to its customers at no additional charges (collectively "Upgrades"). For the avoidance of doubt, Upgrades do not include (i) new services that are developed or acquired by Thomson Reuters or (ii) services or functionalities for which there are royalty requirements or licensing restrictions. Where your Service includes Westlaw Advantage and/or Practical Law Dynamic Tool Set, these Updates do not include access to additional or new content sets beyond those you have subscribed to as part of the Service.

ACKNOWLEDGMENT
I warrant that I am authorized to accept these terms and conditions on behalf of Customer.

Printed Name _____

Title _____

Date _____

Signature **X** _____

Authorized West Publishing Representative

Signed by:
Julie Thomas
3DF89B4D55954F9...

Signature: Julie Thomas

Printed Name: Julie Thomas

Title: Senior Director, Deal Strategy & Execution

Date: 11/13/2026

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West/CLEAR PROFLEX Attachment

Thomson Reuters™

Locations

Account #	Name	Address	City, State Zip
1000116683***	BOYNTON BEACH CITY ATTORNEY	100 E OCEAN AVE	BOYNTON BEACH, FLORIDA 33435

*** denotes primary location

West PROFLEX Products and Components

Service Number	Product Name	Quantity	User Type
43102993	Westlaw Precision Preferred with CoCounsel National Primary Law, Enterprise acces, Government	5	Attorney
42077755	Westlaw All Analytical, Enterprise access, Government	5	Attorney
41974282	Westlaw Drafting Assistant, Government, Enterprise access	5	Attorney
41933492	Practical Law Premier, Enterprise access, Governmeny	5	Attorney
41933475	Westlaw Litigation Collection, Enterprise Access, Government	5	Attorney

Total Monthly Charge: $2,107.50

Lapsed Online/CD by Location

Account #	Service Number	Product Name
1000116683	40757482	WL WEST PROFLEX BANDED

Billing Method

Centralized Billing by Usage

Unless otherwise specified, the subscriber firm/organization will receive one combined monthly invoice and a copy of each participating account's location usage report--all mailed to the payer account office. Each location identified per West PROFLEX Addendum will be invoiced based on a usage allocation of the monthly rate.

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Thomson Reuters™

Addendum to Order Form ("Addendum") E1413396

Customer: BOYNTON BEACH CITY ATTORNEY

Account #: 1000116683

1. **Effect of Addendum**. The Order Form and the underlying Thomson Reuters General Terms and Conditions (or other applicable governing terms) (collectively, the "Agreement"), between you and Thomson Reuters (as set forth in the Order Form) is amended to incorporate the terms of this Addendum. As amended, the Agreement will remain in full force and effect according to its terms and conditions. All capitalized terms not otherwise defined in this Addendum will have the meanings given to them in the Agreement. This Addendum supersedes all prior understandings and agreements, oral or written, relating to the subject matter. If there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum will control.

2. **Modification to Agreement.** For clarification, the Term of this Agreement will be for 6 years with a 5% increase per year and pricing as follows:

   Year 1: $2107.50
   Year 2: $2212.88
   Year 3: $2323.52
   Year 4: $2439.69
   Year 5: $2561.68
   Year 6: $2689.76

3. Except as expressly modified herein, all other terms and conditions of the Agreement will remain unchanged.

This Addendum shall be effective when signed by you and accepted by Thomson Reuters. By signing this Addendum, you acknowledge that you are authorized to accept these terms on behalf of your organization:

BOYNTON BEACH CITY ATTORNEY

By: _____

Name: _____

Title: _____

Date: _____

Authorized West Publishing Representative

Signed by:
Signature: Julie Thomas
3DF89B4D55954F9...
Printed Name: Julie Thomas
Title: Senior Director, Deal Strategy & Execution
Date: 11/13/2026

Docusign Envelope ID: E1175C84-E109-85C0-80AC-9B61EC845151

ADDENDUM TO WESTLAW PROFLEX ORDER FORM WITH

WEST PUBLISHING CORPORATION AND THOMSON REUTERS ENTERPRISE CENTRE GMBH

The terms of this Addendum shall govern and control the terms and conditions of the West Order Form – ProFlex for Account No. 1000116683 (the "Order Form"), together with the West/CLEAR ProFlex Attachment, the Thomson Reuters Addendum to Order Form No. E1413396, the Thomson Reuters Non-Availability of Funds Addendum, the Thomson Reuters General Terms and Conditions, the Product Specific Terms for Legal Products, and any other terms, schedules, or policies incorporated into any of them by reference (collectively, the "Agreement") between the City of Boynton Beach, a Florida municipal corporation ("City"), and West Publishing Corporation and Thomson Reuters Enterprise Centre GmbH (individually and collectively, "Contractor" or "Thomson Reuters") executed simultaneously herewith. The City and Contractor are each individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

A. The City utilizes Contractor's products and services for online legal research and practice solutions services identified in the West/CLEAR ProFlex Attachment, including Westlaw Precision Preferred with CoCounsel, Westlaw All Analytical, Westlaw Drafting Assistant, Practical Law Premier, and Westlaw Litigation Collection, for five (5) attorney users (the "Services"), as more particularly described in the Agreement to which this Addendum is attached.

B. The Parties desire to modify the Agreement to recognize that the City is a governmental entity and to incorporate and supplement the requirements outlined in the Agreement to comply with Florida law.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

1. **RECITALS:** The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Addendum shall retain the meaning ascribed to such terms in the Agreement.

2. **EFFECT OF ADDENDUM:** Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict or inconsistency between this Addendum and any document comprising the Agreement, this Addendum shall control, notwithstanding any order-of-precedence, supersession, integration, or similar provision of the Agreement, including Section 1 of the Thomson Reuters Addendum to Order Form No. E1413396. No terms, policies, or conditions posted online or incorporated by reference into the Agreement, and no update to any of them made after the effective date of this Addendum, shall modify or supersede this Addendum. Nothing in this Addendum expands the scope of the license granted under the Agreement, including the Services, the five (5) attorney users, or the permitted use of Contractor's content and software.

3. **TERM AND PRICING:** This Addendum shall run coterminous with the Agreement. The Minimum Term of the Agreement is seventy-two (72) months, beginning on the first day of the month following the Effective Date as defined in the Order Form. The Parties acknowledge and agree that the amounts stated for each year in Section 2 of the Thomson Reuters Addendum to Order Form No. E1413396 are the Total

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Monthly Charges payable each month during the applicable year of the Minimum Term, as follows:

Year 1: $2,107.50 per month ($25,290.00 annually)
Year 2: $2,212.88 per month ($26,554.56 annually)
Year 3: $2,323.52 per month ($27,882.24 annually)
Year 4: $2,439.69 per month ($29,276.28 annually)
Year 5: $2,561.68 per month ($30,740.16 annually)
Year 6: $2,689.76 per month ($32,277.12 annually)

The total Monthly Charges for the Minimum Term are One Hundred Seventy-Two Thousand Twenty Dollars and Thirty-Six Cents ($172,020.36), plus prorated Monthly Charges for any partial month in which the Effective Date occurs. Any Excluded Charges, as defined in the Order Form, shall be separately itemized on Contractor's invoices.

Renewal. Any Automatic Renewal Term following the Minimum Term is subject to the appropriation of funds as provided in Section 22. Contractor shall deliver any notice of a change in charges for an Automatic Renewal Term, as required by the Order Form, in writing to the City at the addresses stated in Section 5. In addition to the methods stated in the Order Form, the City may deliver a notice of nonrenewal to Contractor at the address stated in Section 5, and such notice shall be effective if delivered within the notice period for nonrenewal stated in the Order Form.

4. **TERMINATION:** In addition to any termination rights provided in the Agreement, this Agreement may also be terminated for convenience by the City with at least thirty (30) days' advance written notice to Contractor, with such termination effective at the end of the then-current subscription month.. Contractor acknowledges that it has received good, valuable, and sufficient consideration for the City's right to terminate this Agreement for convenience, including in the form of the City's obligation to provide advance written notice to Contractor of such termination in accordance with this section. This Agreement may also be terminated by the City Manager upon such reasonable written notice under the circumstances if the City Manager deems appropriate under the circumstances if the City Manager determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by City pursuant to this section, Contractor shall be paid for all Services provided or made available through the termination date specified in the written notice of termination, subject to any right of City to retain any sums otherwise due and payable, and City shall have no further obligation to pay Contractor for Services under this Agreement for any period after the termination date. Contractor shall not be required to refund any charges properly paid for periods before the termination date. In addition to any termination rights stated in this Agreement, City shall retain the remedies available at law or in equity for Contractor's uncured material breach of this Agreement, subject to the limitations of liability set forth in the Agreement.

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

Docusign Envelope ID: E1175C84-E109-85C0-80AC-9B61EC845151

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

Contractor:
West Publishing Corporation
Attn: Legal Department
2900 Ames Crossing Road, Suite 100
Eagan, Minnesota 55121
Telephone: (651) 687-8000
Email:

6. **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 identify the Services provided, the billing period, and the Monthly Charges for that period in accordance with Section 3. Contractor shall provide a W-9 with the first invoice.

Payment shall only be made for Services actually provided pursuant to this Agreement. The Monthly Charges shall be paid based on receipt of a proper invoice in accordance with the pricing schedule in Section 3.

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 Contractor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Contractor of liability for the defective, faulty, or incomplete rendition of the Services, as such liability is limited by the warranties and limitations of liability set forth in the Agreement. This section supersedes any payment due date, late charge, or interest provision of the Agreement, except as provided in the Local Government Prompt Payment Act.

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. Upon request, the City will provide the Contractor with proof of tax-exempt status.

8. **SOVEREIGN IMMUNITY:** Nothing in the Agreement or herein shall be considered or construed to waive the City's rights and immunities under common law or section 768.28, Florida Statutes, as may be amended.

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9. **ATTORNEY'S FEES:** If either Party sues 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 Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

a) Keep and maintain public records that Contractor creates or receives in connection with its performance under the Agreement, to the extent required by Chapter 119, Florida Statutes;

b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law;

c) Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the City; and

d) Upon completion of the contract, and to the extent required by Chapter 119, Florida Statutes, the Contractor shall transfer to the City, at no cost to the City, all public records of the City in the Contractor's possession. City Data stored electronically by the Contractor shall be available for export by the City during the term and, upon request from the City's custodian of public records made within thirty (30) days after completion of the contract, shall be provided to the City in the Contractor's standard export format. Contractor's proprietary content, software, and documentation, and records relating to Contractor's internal operations, are not public records of the City and are not subject to transfer under this section.

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

11. **CONFIDENTIALITY:** Applicable if Agreement contains confidentiality provision(s). The Agreement sets forth Confidentiality obligations and defines "Confidential Information." The parties recognize that the City is a public entity and, therefore, any Confidentiality provisions are subject to Chapter 119, Fla. Stat mandates. Therefore, the terms of the Agreement and any information provided by the Contractor to the City may fall within the disclosure requirements of Chapter 119, Fla. Stat. The Contractor must clearly label and mark each page or section of any tangible documents (excluding internet-based Confidential Information) provided to the City in connection with the Agreement that it considers proprietary information or otherwise confidential or exempt from Chapter 119, Fla. Stat. If the City receives a public records request regarding the Contractor's Confidential Information, it will notify the Contractor in writing or electronically. If the Contractor continues to assert in good faith that the information is confidential or exempt from disclosure pursuant to Chapter 119, Fla Stat., then the

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Contractor shall be solely responsible for defending its position or seeking a judicial declaration. Nothing in this Agreement shall create an obligation or duty for the City to defend or justify the Contractor's position. Contractor shall bear its own costs in asserting any such position and, to the extent a court awards attorney's fees against the City as a direct result of the City withholding records at the Contractor's written request, Contractor shall reimburse the City for such fees. Any requirements in the Agreement that require the City to destroy Confidential Information upon termination of the Agreement apply only to the extent permitted by Florida public records retention laws, and the City may retain Confidential Information as required by such laws, subject to the continued protection of that information to the extent permitted by Chapter 119, Fla. Stat.

12. **SCRUTINIZED COMPANIES - 287.135 AND 215.473:** By executing this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. The 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. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ten (10) 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.

13. **E-VERIFY:** Contractor 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 date of termination. If this Agreement is terminated for a violation of the statute by Contractor, Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

14. **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 governed by and construed under Florida law, without regard to conflict-of-law principles, notwithstanding any choice-of-law or forum provision of the Agreement. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

15. **INDEMNIFICATION:** Subject to the limitations of liability set forth in the Agreement and to the fullest extent permitted by Florida law, Contractor shall indemnify and hold harmless the City and its elected and appointed officers and employees (collectively, "Indemnified Party") from and against third-party claims, demands, or causes of action, and the resulting losses, damages, costs, and expenses, including reasonable attorneys' fees, judgments, or decrees, sustained by the Indemnified Party to the extent arising out of or resulting from the negligence, recklessness, or intentional wrongful conduct of Contractor or its employees in providing the Services. Contractor shall investigate and defend such third-

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party claims, suits, or actions against an Indemnified Party, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorneys' fees finally awarded thereon. The obligations of this section shall survive termination of the Agreement for the period of the applicable statute of limitations. Any provision of the Agreement that requires the City to indemnify the Contractor or any third party is hereby deleted in its entirety.

16. **INSURANCE:** Upon the City's written request, the Contractor shall provide the City with a copy of its Certificate of Insurance reflecting the insurance coverage that Contractor maintains in the ordinary course of its business. The Parties acknowledge that the Services are provided as an online subscription, and the City may be named as a certificate holder, but no additional insured endorsement or other policy change shall be required.

17. **LIMITATION OF LIABILITY:** Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Contractor beyond the amount remaining due to Contractor 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 Contractor for punitive or exemplary damages or lost profits or consequential damages. Contractor's liability to the City under or in connection with the Agreement, including under this Addendum, remains subject to the limitations and exclusions of liability set forth in the Agreement, to the fullest extent permitted by Florida law.

18. **INDEPENDENT CONTRACTOR:** The Agreement does not create an employee/employer relationship between the Parties. The Parties intend that Contractor is an independent contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose. Contractor shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement.

19. **COMPLIANCE WITH LAWS:** Contractor hereby represents and agrees that at all times material to the Agreement, Contractor shall perform its obligations in compliance with all applicable federal, state, , rules, and regulations applicable to Contractor's provision of the Services, including section 501.171, Florida Statutes. Material non-compliance that remains uncured thirty (30) days after written notice from the City may constitute a material breach of the Agreement.

20. **ASSIGNMENT:** If this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered under any circumstances by Contractor, Contractor must gain prior written consent from City, which shall not be unreasonably withheld, conditioned, or delayed, thirty (30) business days before such transfer. For purposes of this Agreement, a change in the ownership or control of Contractor or its affiliates shall not constitute an assignment that requires the City's approval. Notwithstanding the foregoing, Contractor may, without City's consent, assign this Agreement in whole or in part to an affiliate or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Contractor 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.

21. **NO LIEN**. The Contractor 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 Contractor.

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22. **AGREEMENT SUBJECT TO FUNDING:** The City's obligations under the Agreement in each fiscal year are subject to the appropriation of funds by the City Commission of the City of Boynton Beach. Cancellation for non-appropriation shall be governed by the Thomson Reuters Non-Availability of Funds Addendum to Order Form for Online, CD-ROM, Practice Solutions and Software Orders (the "Non-Availability of Funds Addendum"), which the Parties shall execute together with this Addendum and which is incorporated herein by reference. Accordingly, if the City does not receive sufficient appropriation of funds, the City may cancel the Agreement upon sixty (60) days' written notice to Contractor, which notice shall include an official document (e.g., an executive order, an officially printed budget, or other official communication) certifying the non-availability of funds. The City shall be invoiced for all charges incurred up to the effective date of the cancellation and shall have no obligation to pay charges for any period after that date. This section does not limit the City's rights under Section 4.

23. **NON-EXCLUSIVE**: This Agreement is non-exclusive. City may retain additional entities to perform the same or similar work.

24. **REPRESENTATION OF AUTHORITY:** Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates applicable law. Contractor further represents and warrants that execution of this Agreement is within Contractor's legal powers, and each individual executing this Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

25. **CITY DATA:** As between the Parties, all data, documents, and other materials that the City or its authorized users upload, input, store, or create using the Services, including work product generated by City users ("City Data"), are and shall remain the property of the City and are subject to Section 10 to the extent they constitute public records. City Data does not include Contractor's content, software, or other materials, including any portion of them that appears in or is incorporated into City work product, which remain the property of Contractor or its licensors. Contractor shall not use City Data except as necessary to provide the Services or as permitted by applicable law; provided that Contractor may collect and use usage and performance data regarding the Services, in de-identified or aggregated form, to operate, secure, and improve the Services. Nothing in this Addendum transfers to the City ownership of Contractor's products, content, software, or other intellectual property, which remain subject to the license terms of the Agreement.

26. **THIRD-PARTY BENEFICIARIES:** Neither Contractor 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, except to the extent the Agreement expressly provides rights to Contractor's third-party content providers.

27. **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 important 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 to be a modification of this

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Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

28. **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 these shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

29. **NON-DISCRIMINATION:** Contractor and any subcontractors 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.

30. **ENTIRE AGREEMENT:** The Agreement, as modified by this Addendum, constitutes the entire agreement between the City and the Contractor 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.

31. **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.

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

33. **COUNTRIES OF CONCERN**: The Contractor represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the term.

34. **PUBLIC ENTITY CRIME ACT**: Contractor 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. Contractor 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 Contractor has been placed on the convicted vendor list.

35. **ENTITIES OF FOREIGN CONCERN**: The provisions of this section apply only if Contractor or any subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor 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 Contractor; and (iii) Contractor 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, Contractor and any subcontractor 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

Docusign Envelope ID: E1175C84-E109-85C0-80AC-9B61EC845151

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.

Docusign Envelope ID: E1175C84-E109-85C0-80AC-9B61EC845151

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the day and year set forth below.

CITY OF BOYNTON BEACH, FLORIDA

_____
Rebecca Shelton, Mayor

Approved as to Form:

_____
City Attorney's Office

Attested/Authenticated:

_____
City Clerk's Office

WEST PUBLISHING CORPORATION, for itself and on behalf of THOMSON REUTERS ENTERPRISE CENTRE GMBH

Signed by:
Julie Thomas
3DF89B4D55954F9...
(Signature), Company

Julie Thomas
Print Name of Authorized Official

Senior Director, Deal Strategy & Execution
Title

(Corporate Seal)

Attest/Authenticated:

Signed by:
5B800E71FF5B411...
(Signature), Witness

Karen Scriven
Print Name

Docusign Envelope ID: E1175C84-E109-85C0-80AC-9B61EC845151

The City of Boynton Beach

DIVISION OF RISK MANAGEMENT
100 E. Ocean Avenue
Boynton Beach, Florida 33435
(P): 561-742-6271 | (F): 561-742-6274
www.boynton-beach.org

VENDOR INSURANCE REQUIREMENTS – PROCUREMENT

1. **INSURANCE REQUIREMENTS:**

The successful bidder/contractor/firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed the applicable insurance as set forth below. (Proof that insurance meets the City's requirements must be provided prior to providing services to the City of Boynton Beach.)

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- **$1,000,000 each occurrence**
- **$3,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury**
- **$1,000,000 per occurrence for Property Damage**
- **$1,000,000 each occurrence and $2,000,000 project aggregate for Products and Completed Operations**

Policy must include coverage for Contractual Liability, Independent Contractors.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Professional Liability/Malpractice

Coverage must be afforded under a Professional/Allied Health/Malpractice Liability policy with limits not less than:

- **$2,000,000 each occurrence**
- **$3,000,000 annual aggregate**

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any contractor performing work on behalf of the City must provide Workers' Compensation insurance of at least the statutory requirements in addition to Employer's Liability in the amount not less than $1,000,000 per accident. Exceptions and exemptions will be allowed by the City's Risk Management Department, if they are in accordance with Florida Statute.

The Contractor and its insurance carrier waive all subrogation rights against the City, a political subdivision of the State of Florida, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.

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For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work in execution of this Contract.

If the Contractor has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Contractor. The Contractor is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all contractors including but not limited to the construction industry.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than $1,000,000 per claim arising out of this Contract, including but not limited to, all hazardous materials identified under the Contract.

Contractor must keep insurance in force until the third anniversary of expiration of this Contract or the third anniversary of acceptance of work by the CITY.

Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than $25,000 each claim. Coverage form shall include, but not be limited to:

- **All Risk Coverage including Flood and Windstorm with no coinsurance clause**
- **Guaranteed policy extension provision**
- **Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity**
- **Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project**
- **Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment**

For installation of property and/or equipment, Contractor must provide Builder's Risk Installation insurance to include coverage for materials or equipment stored at the project site, while in transit, or while stored at a temporary location. Coverage limit must be no less than replacement cost.

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

Insurance Certificate Requirements

a. **The Contractor shall provide the City with valid Certificates of Insurance (binders re unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Contract.**
b. **The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.**
c. **In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.**
d. **In the event the Contract term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Contract until this requirement is met.**
e. **The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.**
f. **The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.**
g. **The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.**
h. **The Contract, Bid/Contract number, event dates, or other identifying reference must be listed on the certificate.**

Docusign Envelope ID: E1175C84-E109-85C0-80AC-9B61EC845151

The Certificate Holder should read as follows:
City of Boynton Beach
Attn: Risk Management
100 E. Ocean Ave
Boynton Beach, FL 33435

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, the Contractor may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Contract shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, and/or this Contract is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Contract. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance certificates.

All notices of any claim/accident (occurrences) associated with this Contract, shall be provided to the Contractor's insurance company and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that all independent and subcontractors comply with these insurance requirements. All coverages for independent and subcontractors shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

NOTE: These are minimal insurance requirements. Additional insurance, (e.g., Cyber Liability) may be required based upon the type of event, services, or equipment purchased and/or provided.

Revised 06/17/2025

AMERICA'S GATEWAY TO THE GULFSTREAM

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Thomson Reuters™

Government Accounts Only

Non Availability of Funds Addendum to Order Form for Online, CD-ROM, Practice Solutions and Software Orders

Subscriber: BOYNTON BEACH CITY ATTORNEY

Account #: 1000116683

Date of Order Form: _____

Non-Availability of Funds. You may cancel with 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document (e.g., executive order, an officially printed budget, or other official communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

All other terms and conditions of the Order Form will remain unchanged. Please have this document signed by your authorized representative and returned to us along with the signed Order Form.

West, a Thomson Reuters business		**Subscriber**	
Signed by: Julie Thomas 3DF89B4D55954F9...		Signed	
Accepted By	Julie Thomas	Name (please print)	
Title	Senior Director, Deal Strategy & Execution	Title	
Date	11/13/2026	Date	

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Thomson Reuters™

WEST PUBLISHING CORPORATION

SECRETARY'S CERTIFICATE

I, Helen V. Stamatiadis, in my capacity as Assistant Secretary of West Publishing Corporation, a Minnesota corporation (the "Company"), DO HEREBY CERTIFY as an officer of and on behalf of the Company and not in my personal capacity that:

1. I am a duly elected, qualified and acting Assistant Secretary of the Company and the keeper of the corporate records.

2. Listed below are duly appointed officers of the Company and are hereby authorized to execute documents in the name of and on behalf of the Company in the capacity set forth opposite their names:

Ramanathan, Ragunath (Raghu)	President
Parker, Michael J.	Chief Financial Officer
Napolitano, Richard	Secretary & Vice President
Howell, Kareem	Vice President
Nelson, John S.	Director, Procurement and Proposal Management
Thomas, Julie R.	Senior Director, Deal Strategy & Execution
Effen, Kayla Van	Senior Analyst – Print Commercial Policy/Retention
Mikesell, Charles	Senior Quote & Order Consultant
Marrs, Michael	Director, Global Print Customer Retention & Revenue
Connell, Julie	Manager, Deal Desk – Corporate
Humphrey, Jeff	Manager, Deal Desk - Government
Scriven, Karen C.	Senior Quote & Order Consultant
Casahonda, Gerardo C.	Assistant Secretary
Hartman, Gary	Assistant Secretary
Larson, Michael	Assistant Secretary
Stamatiadis, Helen V.	Assistant Secretary

3. The Company is an indirect, wholly owned subsidiary of Thomson Reuters Corporation, a company organized under the laws of the Province of Ontario, Canada and listed on both the Toronto Stock Exchange and the Nasdaq under the symbol "TRI".

IN WITNESS WHEREOF, I have hereunto set my hand as Assistant Secretary of the Company this 17th day of September 2026.

Signed by:
Helen V. Stamatiadis
FAEB1FF4E8474A7...

Helen V. Stamatiadis
Assistant Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/19/2026

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA, LLC.
1166 Avenue of the Americas
New York, NY 10036
Attn: NewYork.Certs@marsh.com Fax: 212-345-3695

CN103024198-STND-GAWUE-26-

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : ACE Property and Casualty Insurance Company	20699
INSURER C : N/A	N/A
INSURER D : N/A	N/A
INSURER E : ACE Fire Underwriters Insurance Company	20702
INSURER F :	

INSURED
Thomson Reuters Corporation
3 Times Square
New York, NY 10036

COVERAGES **CERTIFICATE NUMBER:** NYC-012775986-00 **REVISION NUMBER:** 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	HDO G75485591	10/01/2026	10/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	2,000,000 500,000 25,000 2,000,000 4,000,000 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	ISA H11431598	10/01/2026	10/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	3,000,000
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	X	X	G27963675 011	10/01/2026	10/01/2027	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
E E A E	**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	X	WLR C72817394 (AOS) SCF C72817400 (WI, FL, OK, OR, PA) WLR C72817382 (AZ, CA, MA) SCF C72817412 (NJ)	10/01/2026 10/01/2026 10/01/2026 10/01/2026	10/01/2027 10/01/2027 10/01/2027 10/01/2027	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
A	Professional Liability (E&O)			G21635029 025 (SIR: $15M)	10/01/2026	10/01/2027	Limit:		20,000,000
A	Cyber			G21635029 025 (SIR: $15M)	10/01/2026	10/01/2027	Limit:		20,000,000

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

City of Boynton Beach Florida is included as an additional insured (except workers' compensation) where required by written contract.
This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.
A Waiver of Subrogation, as required by written contract, in favor of Certificate Holder is recognized under the Professional Liability/Cyber, General Liability, Auto Liability and Workers' Compensation policies.

CERTIFICATE HOLDER

City of Boynton Beach
Attn: Risk Management
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 of Marsh USA LLC

Marsh USA LLC

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City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/ 1/2026

Proposed Ordinance No. 26-032, First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, Repealing in Their Entirety the Boynton Beach Administrative Amendments to the 8th Edition (2023) of the Florida Building Code and Adopting the Boynton Beach Administrative Amendments to the 9th Edition (2026) of the Florida Building Code, Chapter 1, Administration, as Set Forth in Exhibit "A"; Reserving Section 110.11, Building Recertification, Which Is Relocated to Part III, Chapter 4, Article IX, Section 7 of the Land Development Regulations by Ordinance No. 26-033; Providing for Applicability; Providing for Transmittal to the Florida Building Commission; Providing for Codification; Providing for Severability; Providing for Conflicts; and Providing for an Effective Date.

Requested Action: Approve Proposed Ordinance No. 26-032 on first reading.

Explanation of Request:

The Florida Building Commission has adopted the 9th Edition (2026) of the Florida Building Code, which takes effect statewide on December 31, 2026. Section 553.73(4)(a), Florida Statutes, allows local governments to adopt amendments to the administrative provisions of the Florida Building Code, which govern permitting, plans review, inspections, fees, and enforcement. Under section 553.73(4)(e), Florida Statutes, local amendments remain in effect only until the next edition of the code is adopted. The City must therefore readopt its administrative amendments for the 9th Edition.

The Building Department and the City Attorney's Office reviewed the City's current amendments and updated them to conform to the 9th Edition and to recent changes in state law, including chapter 2026-63, Laws of Florida. Because of the number of revisions, staff recommends repealing the existing amendments in their entirety and replacing them with a clean version, attached as Exhibit "A." The principal changes are:

1. **Permit exemptions.** Adds the statutory exemptions for certain work on single-family dwellings valued under $7,500 and for temporary residential hurricane and flood barriers. Also requires a single permit for retaining walls that span more than one lot or parcel.

2. **Review timeframes.** Updates the permit review timeframes and fee-reduction provisions, including a new 5-business-day timeframe for certain permits for existing single-family dwellings valued under $15,000.
3. **Electronic permitting.** Updates the electronic permitting provisions to require online posting of permit applications, application status, and permitting procedures. Provides for use of the uniform permit applications the Florida Building Commission must adopt by July 1, 2027.
4. **Permit expiration.** Extends the expiration period for single-family dwelling permits, as state law now provides.
5. **Fees and inspections.** Conforms fee and valuation provisions to state law. Adds the statutory refund of permit and inspection fees when the reason for a failed inspection is not provided within 5 business days.
6. **Building recertification.** Reserves section 110.11, Building Recertification. The recertification program is being relocated to the Land Development Regulations by companion Ordinance No. 26-033, which is on this agenda. Both ordinances take effect December 31, 2026, so the program continues without interruption.

Within 30 days after adoption, the Building Official will transmit the amendments to the Florida Building Commission, as section 553.73(4)(a), Florida Statutes, requires.

How will this affect city programs or services? The Building Department will administer the updated amendments with existing staff. Applicants will benefit from the new permit exemptions, shorter review timeframes for certain single-family permits, and expanded electronic permitting. Permit applications submitted before December 31, 2026, will continue to be governed by the code in effect on the date of application.

Account Line Item and Description: N/A

Procurement Methodology Bids and Purchases Only: N/A

Fiscal Impact: None.

Attachments:
Ord 26-032_Adopting_2026_FBC_Administrative_Amendments_Final.docx
Exhibit A Boynton_Beach_FBC_Chapter_1_Local_Amendments_2026_Final.docx
business-impact-estimate-FBC Amendments.docx

ORDINANCE NO. 26-032

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, REPEALING IN THEIR ENTIRETY THE BOYNTON BEACH ADMINISTRATIVE AMENDMENTS TO THE 8TH EDITION (2023) OF THE FLORIDA BUILDING CODE AND ADOPTING THE BOYNTON BEACH ADMINISTRATIVE AMENDMENTS TO THE 9TH EDITION (2026) OF THE FLORIDA BUILDING CODE, CHAPTER 1, ADMINISTRATION, AS SET FORTH IN EXHIBIT "A"; RESERVING SECTION 110.11, BUILDING RECERTIFICATION, WHICH IS RELOCATED TO PART III, CHAPTER 4, ARTICLE IX, SECTION 7 OF THE LAND DEVELOPMENT REGULATIONS BY ORDINANCE NO. 26-033; PROVIDING FOR APPLICABILITY; PROVIDING FOR TRANSMITTAL TO THE FLORIDA BUILDING COMMISSION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, section 553.73(4)(a), Florida Statutes, authorizes local governments to adopt amendments to the administrative provisions of the Florida Building Code, subject to the limitations in that subsection, and requires that such amendments be transmitted to the Florida Building Commission within 30 days after enactment; and

WHEREAS, the Florida Building Commission has adopted the 9th Edition (2026) of the Florida Building Code, which takes effect December 31, 2026; and

WHEREAS, section 553.73(4)(e), Florida Statutes, provides that a local amendment to the Florida Building Code is effective only until the adoption of the new edition of the Florida Building Code, and the City must therefore adopt its local administrative amendments for the 9th Edition (2026); and

WHEREAS, the City Commission has previously adopted the Boynton Beach Administrative Amendments to the 2010 Florida Building Code on March 6, 2012, June 4, 2013, and October 15, 2013; to the 6th Edition (2017) on December 19, 2017; to the 7th Edition (2020)

on November 17, 2020; and to the 8th Edition (2023) by Ordinance No. 24-022, adopted November 4, 2024; and

WHEREAS, by Ordinance No. 22-025, adopted December 6, 2022, the City Commission established a Building Milestone ("Recertification") Inspection Program in section 110.11 of the Boynton Beach Administrative Amendments, which program was carried forward in the Boynton Beach Administrative Amendments to the 8th Edition (2023); and

WHEREAS, by Ordinance No. 26-033, adopted concurrently with this Ordinance, the City Commission is relocating the Building Recertification Program to Part III, Chapter 4, Article IX, Section 7 of the Land Development Regulations, and section 110.11 is therefore reserved in the amendments adopted by this Ordinance; and

WHEREAS, the Building Division has reviewed the City's administrative amendments and recommends revisions to conform them to the 9th Edition (2026) of the Florida Building Code and to recent changes in state law, including chapter 2026-63, Laws of Florida, and, given the number of revisions, recommends that the existing administrative amendments be repealed in their entirety and replaced; and

WHEREAS, the City Commission finds that the Boynton Beach Administrative Amendments to the 9th Edition (2026) of the Florida Building Code, attached as Exhibit "A," address local administrative needs, are consistent with the limitations in section 553.73(4), Florida Statutes, and serve the public health, safety, and welfare of the citizens of the City of Boynton Beach.

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

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

Section 2: **Repeal.** The Boynton Beach Administrative Amendments to the 8th Edition (2023) of the Florida Building Code, as adopted by Ordinance No. 24-022 and as subsequently amended, are hereby repealed in their entirety.

Section 3: **Adoption.** The Boynton Beach Administrative Amendments to the 9th Edition (2026) of the Florida Building Code, Chapter 1, Administration, attached hereto as Exhibit "A" and incorporated herein by reference, are hereby adopted. All references in the Code of Ordinances, including Part III, Chapter 4, Article IX, Section 4 of the Land Development Regulations, to the Boynton Beach Administrative Amendments to the Florida Building Code shall mean the amendments adopted by this Ordinance.

Section 4: **Building Recertification.** Section 110.11, Building Recertification, of the Boynton Beach Administrative Amendments is reserved. The Building Recertification Program is established in Part III, Chapter 4, Article IX, Section 7 of the Land Development Regulations by Ordinance No. 26-033, which takes effect on the same date as this Ordinance.

Section 5: **Applicability.** The amendments adopted by this Ordinance apply to building permit applications submitted on or after the effective date of this Ordinance. A building permit for which an application was submitted before the effective date of this Ordinance shall be governed by the Florida Building Code and the Boynton Beach Administrative Amendments in effect on the date of the application, for the life of the permit and any extension granted to the permit, consistent with section 553.73(6) and (7)(d), Florida Statutes.

Section 6: **Transmittal.** Within 30 days after adoption of this Ordinance, the Building Official shall transmit the amendments adopted by this Ordinance to the Florida Building Commission, as required by section 553.73(4)(a) and (d), Florida Statutes, and shall make the amendments available to the general public in a usable format.

Section 7: **Codification.** It is the intention of the City Commission of the City of Boynton Beach, and it is hereby ordained, that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Boynton Beach, Florida, 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. Upon final adoption, the City Clerk shall transmit a copy of this Ordinance, including Exhibit "A," to the Development Department for inclusion in the City's Land Development Regulations.

Section 8: **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 as eliminated and in no way affect the validity of the other provisions of this Ordinance.

Section 9: **Conflicts.** All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 10: **Effective Date.** This Ordinance shall take effect on December 31, 2026, concurrent with the effective date of the 9th Edition (2026) of the Florida Building Code and of Ordinance No. 26-033, which establishes the Building Recertification Program in the Land Development Regulations.

FIRST READING this _____ day of _____, 2026.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2026.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Thomas Turkin	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Aimee Kelley	_____	_____
	VOTE	_____

ATTEST:

_____

Tammy Stanzione

City Clerk

(Corporate Seal)

_____

Rebecca Shelton

Mayor

APPROVED AS TO FORM:

_____

Shawna G. Lamb

City Attorney

BOYNTON BEACH
ADMINISTRATIVE AMENDMENTS
to the
FLORIDA BUILDING CODE 9th Edition (2026)

ORDINANCE NO. 26-032

EFFECTIVE December 31, 2026

APPLIES TO PERMIT APPLICATIONS SUBMITTED ON OR AFTER DECEMBER 31, 2026

City of Boynton Beach Division of Development
Building Division
100 East Ocean Avenue
Boynton Beach, Florida 33435
(561) 742-6350 Office
(561) 742-6357 Fax

This document can be downloaded online – at no charge – by visiting the "Forms & Applications" section of the Building Division page on the City of Boynton Beach website at www.boynton-beach.org

PART 1—SCOPE AND APPLICATION

CHAPTER 1
ADMINISTRATION

Table of Contents

Section 101	**GENERAL**	**3**
Section 102	**APPLICABILITY**	**5**
Section 103	**BUILDING DIVISION**	**10**
Section 104	**DUTIES AND POWERS OF THE BUILDING OFFICIAL**	**10**
Section 105	**PERMITS**	**14**
Section 106	**FLOOR AND ROOF DESIGN LOADS**	**34**
Section 107	**SUBMITTAL DOCUMENTS**	**34**
Section 108	**TEMPORARY STRUCTURES, EQUIPMENT AND SYSTEMS**	**49**
Section 109	**FEES**	**49**
Section 110	**INSPECTIONS**	**51**
Section 111	**CERTIFICATE OF OCCUPANCY**	**63**
Section 112	**SERVICE UTILITIES**	**65**
Section 113	**BUILDING BOARD OF ADJUSTMENTS AND APPEALS**	**66**
Section 114	**VIOLATIONS**	**69**
Section 115	**STOP WORK ORDER**	**70**
Section 116	**UNSAFE STRUCTURES AND EQUIPMENT**	**70**
Section 117	**VARIANCES IN FLOOD HAZARD AREAS**	**73**
Section 118	**WIND LOADS**	**73**
Section 119	**SEVERABILITY**	**73**

SECTION 101
GENERAL

101.1 Title. These regulations shall be known as the Florida Building Code, hereinafter referred to as "this code."

101.2 Scope. The provisions of this code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, and removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exception:

1. Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures not more than three stories above grade plane in height, shall comply with this code or the Florida Building Code Residential.

2. Code Requirements that address snow loads and earthquake protection are pervasive; they are left in place but shall not be utilized or enforced because Florida has no snow load or earthquake threat.

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted. Appendix "F," in the Florida Building Code, Plumbing Volume, has been adopted as part of this chapter.

101.2.2 Florida Building Code, Residential Construction standards or practices which are not covered by Florida Building Code, Residential volume shall be in accordance with the provisions of Florida Building Code, Building.

101.3 Intent. The purpose of this code is to establish the minimum requirements to safeguard the public health, safety, and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to firefighters and emergency responders during emergency operations.

101.3.1 Quality control. Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.

101.3.2 Warranty and Liability. The permitting, plan review or inspection of any building, system or plan by this jurisdiction, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. This jurisdiction shall not be liable in tort for damages or hazardous or illegal conditions or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting. Further, no employee shall be liable in tort for damages arising from such conditions, in accordance with section 768.28, Florida Statutes, as may be amended. or replaced.

101.4 Referenced codes. The other codes listed in sections 101.4.1 through 101.4.11 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Gas. The provisions of the Florida Building Code, Fuel Gas Code, shall apply to the installation of gas piping from the point of delivery, gas appliances, and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

101.4.2 Mechanical. The provisions of the Florida Building Code, Mechanical, shall apply to the installation, alteration, repair, and replacement of mechanical systems, including equipment, appliances, fixtures, fittings, and/or appurtenances, such as ventilating, heating, cooling, air-conditioning, and refrigeration systems, incinerators, and other energy-related systems.

101.4.3 Plumbing. The provisions of the Florida Building Code, Plumbing, shall apply to the installation, alteration, repair, and replacement of plumbing systems, including equipment, appliances, fixtures, fittings, and appurtenances, and, where connected to a water or sewage system, to all aspects of a medical gas system.

101.4.4 Property maintenance. For provisions related to property maintenance of existing properties, refer to the City of Boynton Beach Code of Ordinances, Chapter 10, Article IV.

101.4.5 Fire prevention. For provisions related to fire prevention, refer to the Florida Fire Prevention Code. The Florida Fire Prevention Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression, automatic sprinkler systems and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.6 Energy. The provisions of the Florida Building Code, Energy Conservation, shall apply to all matters governing the design and construction of buildings for energy efficiency.

101.4.7 Existing buildings. The provisions of the Florida Existing Building Code shall apply to matters governing the repair, alteration, change of occupancy, addition to, and relocation of existing buildings.

101.4.8 Accessibility. For provisions related to accessibility, refer to the Florida Building Code, Accessibility.

101.4.9 Manufactured buildings. For additional administrative and special code requirements, see section 458 of the Florida Building Code, Building, and chapter 61-41, Florida Administrative Code.

101.4.10 Electrical. The provisions of chapter 27 of the Florida Building Code, Building Volume, shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances thereto.

101.4.11 Flood Damage Prevention. City of Boynton Beach Land Development Regulations (LDR) shall be considered part of the requirements of this code relating to flood control. Conflicting requirements between the Florida Building Code and Chapter 4, Article X, Flood Prevention Requirements of the LDR shall be resolved in favor of the requirement that offers the greatest degree of flood damage prevention or alternatives that would provide an equivalent degree of flood damage prevention and an equivalent method of construction.

101.5 Building Official. Wherever the Building Official is mentioned in the code, it is also intended to mean the Building Official's designee, wherever applicable.

101.6 Department. Whenever "department" or "department of building safety" is mentioned in this code, it is also intended to mean the City of Boynton Beach Building Division, where applicable.

SECTION 102
APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods of construction, or other requirements, the most restrictive shall govern.

102.1.1 The Florida Building Code does not apply to, and no code enforcement action shall be brought with respect to, zoning requirements, land use requirements and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection, alteration, modification, repair or demolition of public or private buildings, structures or facilities or to programmatic requirements that do not pertain to enforcement of the Florida Building Code. Additionally, a local code enforcement agency may not administer or enforce the Florida Building Code to prevent the citing of any publicly owned facility, including, but not limited to, correctional facilities, juvenile justice facilities, or state universities, community colleges, or public education facilities, as provided by law.

102.2 Building. The provisions of the Florida Building Code shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs, and changes of use or occupancy group in all buildings and structures shall comply with the provisions of the Florida Building Code, Existing Building. The following buildings, structures and facilities, except for those located in a Special Flood Hazard Area, are exempt from the Florida Building Code as

provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

(a) Buildings and structures specifically regulated and preempted by the federal government.

(b) Railroads and ancillary facilities associated with the railroad.

(c) Nonresidential farm buildings on farms.

(d) Temporary buildings or sheds used exclusively for construction purposes.

(e) Mobile or modular structures used as temporary offices, except that the provisions of part II of chapter 553, Florida Statutes (sections 553.501-553.513, Florida Statutes) relating to accessibility by persons with disabilities shall apply to such mobile or modular structures. Permits shall be required for structural support and tie-down, electrical supply, and all other utility connections to mobile or modular structures, as required by this jurisdiction.

(f) Those structures or facilities of electric utilities, as defined in section 366.02, Florida Statutes, which are directly involved in the generation, transmission, or distribution of electricity.

(g) Temporary sets, assemblies, or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.

(h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm palmetto or other traditional materials, that may have a wooden deck, and that does not incorporate any electrical, plumbing, or other non-wood features, except that a chickee may:

1. Incorporate nonwooden fasteners, including, but not limited to, nails, screws, bolts, nuts, washers, staples, and hurricane straps.

2. Incorporate electrical or plumbing features in accordance with a building permit for the incorporation of such features.

(i) Family mausoleums not exceeding 250 square feet (23 m^2) in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(j) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

(k) A building or structure having less than 1,000 square feet (93 m^2) which is constructed and owned by a natural person for hunting, and which is repaired or reconstructed to the same dimension and condition as existed on January 1, 2011, if the building or structure:

1. Is not rented or leased or used as a principal residence;

2. Is not located within the 100-year floodplain according to the Federal Emergency Management Agency's current Flood Insurance Rate Map; and

3. Is not connected to an off-site electric power or water supply.

(l) Service providers of water, sewer, storm, gas, cable, telephone, or other similar utility systems are exempt from the point of service connection for the building or structure.

(m) A drone port as defined in section 330.41(2), Florida Statutes.

(n) Any system or equipment, whether affixed or movable, which is located on property within a spaceport territory pursuant to section 331.304, Florida Statutes, and which is used for the production, erection, alteration, modification, repair, launch, processing, recovery, transport, integration, fueling, conditioning, or equipping of a space launch vehicle, payload, or spacecraft.

However, these structures may be subject to local zoning and/or land development regulations.

102.2.1 In addition to the requirements of sections 553.79 and 553.80, Florida Statutes, facilities subject to the provisions of chapter 395, Florida Statutes, and part II of chapter 400, Florida Statutes, shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of chapter 395, Florida Statutes, and part II of chapter 400, Florida Statutes, and the certification requirements of the federal government.

102.2.2 Residential buildings or structures moved into or within a county or municipality shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:

1. The building or structure is structurally sound and in occupiable condition for its intended use;

2. The occupancy use classification for the building or structure is not changed as a result of the move;

3. The building is not substantially remodeled;

4. Current fire code requirements for ingress and egress are met;

5. Electrical, gas, and plumbing systems meet the codes in force at the time of construction and are operational and safe for reconnection; and

6. Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the Florida Building Code, Building, for all residential buildings or structures of the same occupancy class.

7. The requirements of the Florida Building Code, Existing Building Volume, are also satisfied.

102.2.3 The Building Official shall apply the same standard to a moved residential building or structure as that applied to the remodeling of any comparable residential building or structure to determine

whether the moved structure is substantially remodeled. The cost of moving the building and the cost of the foundation on which the moved building or structure is placed shall not be included in the cost of remodeling for purposes of determining whether a moved building or structure has been substantially remodeled.

102.2.4 This section does not apply to the jurisdiction and authority of the Department of Agriculture and Consumer Services to inspect amusement rides or the Department of Financial Services to inspect state-owned buildings and boilers.

102.2.5 Each enforcement district or local enforcement agency shall be governed by a board, the composition of which shall be determined by the affected localities.

1. At its own option, each enforcement district or local enforcement agency may adopt rules granting to the owner of a single-family residence one or more exemptions from the Florida Building Code relating to:

a. Addition, alteration, or repairs performed by the property owner upon his or her own property, provided any addition, repair or alteration shall not exceed 1,000 square feet (93 m^2) or the square footage of the primary structure, whichever is less.

b. Addition, alteration, or repairs by a non-owner within a specific cost limitation set by rule, provided the total cost shall not exceed $5,000 within any 12-month period.

c. Building plans review and inspection fees.

2. However, the exemptions under subparagraph 1. do not apply to single-family residences that are located in mapped flood hazard areas, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single-family residences.

3. Each code exemption, as defined in sub-subparagraphs 1.a., 1.b., and 1.c., shall be certified to the local board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.

102.2.6 This section does not apply to swings and other playground equipment accessory to a one- or two-family dwelling.

Exception: Electrical service to such playground equipment shall be in accordance with chapter 27 of this code.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section, or provision of this code.

102.4 Referenced codes and standards. The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in sections 102.4.1 and 102.4.2.

102.4.1 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

102.4.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the Florida Codes listed in section 101.4, the provisions of this code or the Florida Codes listed in section 101.4, as applicable, shall take precedence over the provisions in the referenced code or standard.

102.5 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the Florida Building Code, Existing Building, the Florida Fire Prevention Code, or the City of Boynton Beach Code of Ordinances, Chapter 10, Article IV.

102.6.1 Buildings not previously occupied. A building or portion of a building that has not been previously occupied or used for its intended purpose in accordance with the laws in existence at the time of its completion shall comply with the provisions of the Florida Building Code or Florida Residential Code, as applicable, for new construction or with any current permit for such occupancy.

102.6.2 Buildings previously occupied. The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the Florida Fire Prevention Code and the City of Boynton Beach Code of Ordinances, Chapter 10, Article IV, or as is deemed necessary by the Building Official for the general safety and welfare of the occupants and the public.

102.7 Relocation of manufactured buildings.

(1) Relocation of an existing manufactured building does not constitute an alteration.

(2) A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was constructed in compliance with the Standard Building Code (prior to March 1, 2002), the wind speed map of the Standard Building Code shall apply. If the existing building was manufactured in compliance with the Florida Building Code (on or after March 1, 2002), the wind speed map of the Florida Building Code shall be applicable.

(3) A relocated building shall comply with the flood hazard area requirements of the new location, if applicable.

102.8 Existing mechanical equipment. An agency or local government may not require that existing mechanical equipment located on or above the surface of a roof be installed in compliance with the requirements of the Florida Building Code except during reroofing when the equipment is being replaced or moved during reroofing and is not in compliance with the provisions of the Florida Building Code relating to roof-mounted mechanical units.

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION 103
BUILDING DIVISION

103.1 Creation of enforcement agency. The Building Division is hereby created, and the official in charge thereof shall be known as the Building Official.

103.2 Appointment. The Building Official shall be appointed by the chief appointing authority of the jurisdiction.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the Building Official shall have the authority to appoint a deputy Building Official, the related technical officers, inspectors, plan examiners, and other employees. Such employees shall have powers as delegated by the Building Official.

103.4 Restrictions on employees. (Reserved).

SECTION 104
DUTIES AND POWERS OF THE BUILDING OFFICIAL

104.1 General. The Building Official is hereby authorized and directed to enforce the provisions of this code. The Building Official shall have the authority to render interpretations of this code and to adopt policies and procedures to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

104.2 Applications and permits. The Building Official shall receive applications, review construction documents, and issue permits for the erection, alteration, demolition, and moving of buildings and structures, and service systems, inspect the premises for which such permits have been issued, and enforce compliance with the provisions of this code.

104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas. For applications for reconstruction, rehabilitation, repair, alteration, addition or other improvement of existing buildings or structures located in flood hazard areas, the Building Official shall determine if the proposed work constitutes substantial improvement or repair of substantial damage. Where the Building Official determines that the proposed work constitutes

substantial Improvement or repair of substantial damage, and where required by this code, the Building Official shall require the building to meet the requirements of section 1612 of the Florida Building Code, Building, or section R322 of the Florida Building Code, Residential and Article X. Flood Prevention Requirements.

104.3 Notices and orders. The Building Official shall issue all necessary notices or orders to ensure compliance with this code.

104.4 Inspections. The Building Official shall make all of the required inspections, or the Building Official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and certified by a responsible officer of such approved agency or by the responsible individual. The Building Official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

104.5 Identification. The Building Official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.6 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or where the Building Official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the Building Official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied, credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the Building Official shall have recourse to the remedies provided by law to secure entry.

104.6.1 When the Building Official obtains a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other person having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Building Official for the purpose of inspection and examination pursuant to this code.

104.7 Division of records. The Building Official shall keep official records of applications received, Permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records per chapter 119, Florida Statutes.

104.8 Liability. The Building Official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing

to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee or board member because of an act performed by that officer or employee or board member in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The Building Official or any subordinate shall not be liable for costs in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.8.1 Legal defense. Any suit or criminal complaint instituted against an officer or employee or board member for an act performed by that officer or employee or board member in the lawful discharge of duties and under the provisions of this code shall be defended by legal representatives of the jurisdiction until the final termination of the proceedings. The Building Official or any subordinate shall not be liable for costs in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.9 Approved materials and equipment. Materials, equipment and devices approved by the Building Official shall be constructed and installed in accordance with such approval.

104.9.1 Used materials and equipment. The use of used materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the Building Official.

104.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this code, the Building Official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the Building Official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and filed in the Building Department's records.

104.10.1 Flood hazard areas. The Building Official shall coordinate with the floodplain administrator to review requests submitted to the Building Official that seek approval to modify the strict application of the flood-resistant construction requirements of the Florida Building Code and Article X, Flood Prevention Requirements, to determine whether such requests require the granting of a variance pursuant to section 117.

104.11 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design, or method of construction shall be approved where the Building Official finds that the proposed alternative meets all the following:

1. The alternative material, design, or method of construction is satisfactory and complies with the intent of the provisions of this code, and

2. The material, method, or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code as it pertains to the following:

    2.1 Quality,
    2.2 Strength,
    2.3 Effectiveness,
    2.4 Fire Resistance,
    2.5 Durability,
    2.6 Safety, and
    2.7 Level of Sanitation.

Where the alternative material, design, or method of construction is not approved, the Building Official shall respond in writing, stating the reasons why the alternative was not approved.

Exception: Performance-based alternative materials, designs, or methods of construction and equipment complying with the *ICC Performance Code*. This exception shall not apply to alternative structural materials or to alternative structural designs.

104.11.1 Research reports. Supporting data, where necessary to assist with the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the Building Official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the Building Official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the Building Official for the period required for retention of public records.

104.12 Requirements not covered by this code. Any requirements necessary for strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or other technical codes, shall be determined by the Building Official.

SECTION 105
PERMITS

105.1 Required. Any contractor, owner or owner's authorized agent in accordance with chapter 489, Florida Statutes, who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building, tenancy or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing, fire protection systems, accessible

elements, flood resistant elements, site drainage elements, the installation of which is regulated by this code or Part III, Chapter 2, Article IV of the City of Boynton Beach Code of Ordinances, or to cause any such work to be done, shall first make application to the Building Official and obtain the required permit(s).

105.1.1 Annual Facility permit. In lieu of an individual Permit for each Alteration to an Existing electrical, gas, mechanical, plumbing, or interior nonstructural office system(s), the Building Official is authorized to issue an annual Permit for any occupancy to facilitate routine or emergency service, repair, refurbishing, minor renovations of service systems or manufacturing equipment installations/relocations. The Building Official shall be notified of major changes and shall retain the right to make inspections at the facility site as deemed necessary. An annual facility permit shall be assessed with an annual fee and shall be valid for one year from the date of issuance. A separate permit shall be obtained for each facility and for each construction trade, as applicable. The permit application shall contain a general description of the parameters of work intended to be performed during the year.

105.1.2 Annual Facility permit records. The person to whom an annual permit is issued shall keep a detailed record of Alterations made under such annual permit. The Building Official shall have access to such records at all times, or such records shall be filed with the Building Official as designated. The Building Official is authorized to revoke such permit if code violations are found.

105.1.3 Food permit. In accordance with section 500.12, Florida Statutes, a food permit from the Department of Agriculture and Consumer Services is required of any person who operates a food establishment or retail store.

105.1.4 Public swimming pool. The local enforcing agency may not issue a building permit to construct, develop, or modify a public swimming pool without proof of application, whether complete or incomplete, for an operating permit pursuant to section 514.031, Florida Statutes. A certificate of completion or occupancy may not be issued until such operating permit is issued. The local enforcing agency shall conduct its review of the building permit application upon filing and in accordance with chapter 553, Florida Statutes. The local enforcing agency may confer with the Department of Health, if necessary, but may not delay the review of the building permit application while awaiting comment from the Department of Health.

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction, to include work in any special flood hazard area. Exemptions granted under this section do not relieve the owner or contractor from their duty to comply with applicable provisions of the Florida Building Code, and requirements of the Local Floodplain Management Ordinance. As determined by the Building Official, permits shall not be required for the following:

Building:

1. Building permits are not required for replacement or repair work having a value of less than $2,000.00, provided, however, that such work will not adversely affect the structural integrity, fire rating, exit access, or egress requirements.

2. Cabinets and countertops with no reconfiguration for one- and two-family dwellings, painting, papering, carpeting, and similar finish work, with no electrical, structural, mechanical, gas, or plumbing work.
3. Owner(s) of a single-family dwelling or the owner's contractor for any work valued at less than $7,500 on the owner's property that meet all the following conditions:
   a. The owner or the owner's contractor must submit a written request for exemption to the Building Official with a copy of the contract or other documentation demonstrating the nature and the value of the work to be performed.
   b. The property is not partially or entirely located in a flood hazard area as defined by the Florida Building Code.
   c. No electrical, plumbing, structural, mechanical, or gas work is performed.

   A construction project may not be divided into more than one project for the purpose of evading the requirements of this paragraph.

   This exemption does not alter or supersede the City's Zoning Code or Land Development Regulations, including those governing fences and driveways.

   The City has no legal duty to the owner, contractor, or successors or assigns thereof for exempted work performed under this item. See section 553.79(1)(g), Florida Statutes.

4. Accessibility: Renovation of an existing residential one- and two-family dwelling for purposes of providing accessibility to and throughout the dwelling, including ramps with a rise of 48 inches or less, alteration to widen openings of interior doors, grab bars, and fixtures. This exemption does not include electrical, plumbing, replacement of any exterior door, or any interior or exterior structural element.
   a. The owner or the owner's contractor must submit a written request for exemption to the Building Official with a copy of the contract or other documentation demonstrating the nature of the work to be performed.
5. Owner(s) of a single-family dwelling or the owner's contractor for the installation of temporary residential hurricane and flood protection walls or barriers that meet all of the following conditions:
   a. The wall or barrier is nonhabitable and non-load-bearing.
   b. The wall or barrier is installed on the residential property of a single-family or two-family dwelling or townhouse.
   c. The wall or barrier is constructed to mitigate or prevent storm surge or floodwater from entering a structure or property.
   d. The wall or barrier is installed by a contractor licensed under part I of chapter 489, Florida Statutes.

e. The wall or barrier complies with applicable local zoning, drainage, easement, and setback requirements.
f. The property is not partially or entirely located in a flood hazard area as defined by the Florida Building Code.
g. The owner or the owner's contractor must submit a written request for exemption to the Building Official with a copy of the contract or other documentation demonstrating the nature of the work to be performed.

The City has no legal duty to the owner, contractor, or successors or assigns thereof for work performed under this item. See section 553.79(1)(h), Florida Statutes.

6. Fences, other than swimming pool barriers, not over 6 feet high, but they may be subject to Zoning permits.

7. Temporary motion picture, television, and theater sets and scenery.

8. Traditional swings and other standard playground equipment accessory to detached one- and two-family dwellings, but they may be subject to Zoning permits.

9. Retractable awnings supported by an exterior wall and do not require additional support of Groups R-3 and U occupancies, but they may be subject to Zoning permits.

10. In the case of roofing repairs, a permit may not be required for work having a value of less than $500, unless such work affects the structural integrity or secondary water barrier of the roof.

11. Sheds for single-family dwelling/lot, having a size less than or equal to 6'X6' and 6' in height are exempt from building permits, but they may be subject to Zoning permits. Vinyl and other lightweight product sheds are intended to be removable and are not permanent structures, but they may be subject to Zoning permits.

Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles or repair and replacement of like-for-like common household electrical fixtures, switches, and outlets on the load side of the electrical source.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions but do apply to equipment and wiring for a power supply and the installations of towers and antennas, except as exempted by section 489.503(14), Florida Statutes.

Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.

2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.

2. Portable ventilation equipment.

3. Portable cooling unit.

4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.

5. Replacement of any part that does not alter its approval or make it unsafe.

6. Portable evaporative cooler.

7. Portable self-contained refrigeration system containing 10 pounds (5 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.

8. The installation, replacement, removal or metering of any electrical load management control device where installed by a utility service provider.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.

2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

3. The replacement of common household plumbing fixtures to existing supply lines and outlets in one- and two-family dwellings. This does not include water heaters, bathtubs, or showers.

105.2.1 Emergency repairs. When equipment replacement or repair must be performed in an emergency, the permit application shall be submitted to the Building Official on the next working

business day. Notification shall be given to the Building Official, including the work address, nature of emergency, and scope of work immediately, or by the next business day.

105.2.2. Minor repairs. Ordinary minor repairs may be made with the approval of the Building Official without a permit, provided the repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, addition of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring systems or mechanical equipment or other work affecting public health or general safety, and such repairs shall not violate any of the provisions of the technical codes.

105.2.3 Public service agencies. A permit shall not be required for the installation, alteration, or repair of generation, transmission, distribution, metering, or other related equipment that is under the ownership and control of public service agencies by established right.

105.3 Application for permit. To obtain a permit, the applicant shall first file a written application on a form furnished by the Building Department for that purpose.

Permit application forms shall be in the format prescribed by a local administrative board, if applicable, and must comply with the requirements of section 713.135(5) and (6), Florida Statutes.

Each application shall be inscribed with the date of application, and the code in effect as of that date. For a building permit for which an application is submitted prior to the effective date of the Florida Building Code, the state minimum building code in effect in the permitting jurisdiction on the date of the application governs the permitted work for the life of the permit and any extension granted to the permit.

The Building Division shall post on its website each type of building permit application, as adopted by the Florida Building Commission, including a list of all required attachments, drawings, or other requirements for each type of application, and shall post and update the status of every received application on its website until the permit is issued. Completed applications, including payments, attachments, drawings, or other requirements or parts of the permit application, may be submitted electronically. Accepted methods of electronic submission include, but are not limited to, e-mail submission of applications in Portable Document Format, submission through an electronic fill-in form available on the Building Division's website, or submission through third-party submission management software. The Building Official, at his or her discretion, may accept completed applications, including payments, attachments, drawings, or other parts of the permit application, in person in a non-electronic format. Requests for inspections may be submitted electronically, and the Building Division shall post on its website its procedures for processing, reviewing, and approving building permit applications. See section 553.79(1)(b), (d), and (e), Florida Statutes. Upon the Florida Building Commission's adoption of the uniform commercial and residential building permit applications required by section 553.77(1)(b), Florida Statutes, the City shall use those applications.

105.3.1 Action on application. The Building Official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the Building Official shall reject such application in writing, stating the reasons, therefore. If the Building Official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the Building Official shall issue a permit therefore as soon as practicable. When authorized by a contractual agreement with a school board, in acting on permit applications, the Building Official shall give first priority to applications for the construction of, or addition to or renovation of, any school or educational facility.

105.3.1.1 If a state university, Florida college, or public-school district elects to use a local government's code enforcement offices, fees charged by counties and municipalities for enforcement of the Florida Building Code on buildings, structures, and facilities of state universities, state colleges, and public-school districts shall not be more than the actual labor and administrative costs incurred for plan review and inspections to ensure compliance with the code.

105.3.1.2 No permit may be issued for any building construction, erection, alteration, modification, repair, or addition unless the applicant for such permit provides to the enforcing agency which issues the permit any of the following documents which apply to the construction for which the permit is to be issued and which shall be prepared by or under the direction of an engineer registered under chapter 471, Florida Statutes:

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than $125,000.

2. Fire sprinkler documents for any new building or addition that includes a fire sprinkler system that contains 50 or more sprinkler heads. Personnel as authorized by chapter 633, Florida Statutes, may design a fire sprinkler system of 49 or fewer heads and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of not more than 49 heads, notwithstanding the size of the existing fire sprinkler system; or may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation or deletion of 249 or fewer sprinklers and the addition of up to 49 sprinklers, as long as the cumulative total number of fire sprinklers being added, relocated, or deleted does not exceed 249, notwithstanding the size of the existing fire sprinkler system, if there is no change of occupancy of the affected areas, as defined in this code and the *Florida Fire Prevention Code*, and there is no change in the water demand as defined in NFPA 13, "Standard for the Installation of Sprinkler Systems," and if the occupancy hazard classification as defined in NFPA 13 is reduced or remains the same as a result of the alteration.

3. Heating, ventilation, and air-conditioning documents for any new building or addition which require more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than $125,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require

altering a structural part of the building or for work on a residential one-, two-, three-, or four-family structure.

An air-conditioning system may be designed by an installing air-conditioning contractor certified under chapter 489, Florida Statutes, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of $125,000 or less; and when a 15-ton-per-system or less is designed for a singular space of a building, and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

Example 1: When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

Example 2: Consider a small single-story office building consisting of six individual offices, each with a single three-ton package air-conditioning heat pump. The six heat pumps are connected to a single water-cooling tower. The cost of the entire heating, ventilation, and air-conditioning work is $47,000, and the office building accommodates fewer than 100 persons. Because the six mechanical units are connected to a common water tower, the system is considered an 18-ton system.

NOTE: It was further clarified by the Commission that the limiting criteria of 100 persons and $125,000 apply to the building's occupancy load and the cost of the building's total air-conditioning system.

4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than $15,000.

Exception:

Simplified permitting process for fire alarm system projects.

(1) As used in this section, the term:
(a) "Alteration" means to add, install, relocate, replace, or remove.
(b) "Component" means valves, fire sprinklers, escutcheons, hangers, compressors, or any other item deemed acceptable by the local enforcing agency. For purposes of this paragraph, a valve does not include pressure-regulating, pressure-reducing, or pressure-control valves.
(c) "Contractor" means a person who is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under part II of chapter 489, Florida Statutes; or is qualified to engage in the business of fire protection system contracting pursuant to a license or certificate issued by the State Fire Marshal.

(d) “Fire alarm system project” means a fire alarm system alteration of a total of 20 or fewer initiating devices and notification devices, or the installation or replacement of a fire communicator connected to an existing fire alarm control panel in an existing commercial, residential, apartment, cooperative, or condominium building or the replacement of an existing fire alarm panel using the same make and model as the existing panel.

(e) “Fire sprinkler system project” means a fire protection system alteration of a total of 20 or fewer fire sprinklers in which the sprinklers are of the same K-factor and located in spaces where there is no change of hazard classification or increased system coverage area, or the installation or replacement of an equivalent fire sprinkler system component in an existing commercial, residential, apartment, cooperative, or condominium building. For purposes of this paragraph, a component is equivalent if the component has the same or better characteristics, including electrical, hydraulic, pressure losses, and required listings and spacing as the component being replaced.

(2)(a) A local enforcement agency may require a contractor, as a condition of obtaining a permit for a fire alarm system project or fire sprinkler system project, to submit a completed application and payment.

(b) A local enforcement agency may not require a contractor to submit plans or specifications as a condition of obtaining a permit for a fire alarm system project or fire sprinkler system project.

(3) A local enforcement agency must issue a permit for a fire alarm system project or fire sprinkler system project in person or electronically within 2 business days after submission of a completed application. A contractor may commence work authorized by the permit immediately after submission of a completed application.

(4) The local enforcement agency must provide an inspection within 3 business days after such inspection is requested, to ensure compliance with applicable codes and standards. If a fire alarm system project or fire sprinkler system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.

(5) (a) For a fire alarm system project, a contractor must keep a copy of the plans and specifications at the fire alarm system project worksite and make such plans and specifications available to the inspector for on-site plans review at each inspection. If the local enforcement agency determines that it needs additional documents for recording purposes, the contractor must provide such documentation in paper or electronic form to the local enforcement agency within 4 business days after the inspection or 4 days after the documentation is requested, whichever is later. The local enforcement agency may not require additional plan reviews or documentation of areas or devices outside the scope of permitted work, as needed on permit applications.

(b) For a fire sprinkler system project, a contractor must keep a copy of the plans and specifications at the fire sprinkler system project worksite and make such plans and specifications available to the inspector at each inspection. If the local enforcement

agency determines that it needs additional documents for recording purposes, the contractor must provide such documentation in paper or electronic form to the local enforcement agency within 4 business days after the inspection or 4 days after the documentation is requested, whichever is later. The local enforcement agency may not require additional plans, reviews, or documentation of areas or devices outside the scope of permitted work, as needed on permit applications.

(c) For a fire sprinkler system project to install or replace a component, a contractor must keep a copy of the manufacturer's installation instructions and any pertinent testing instructions needed to certify or accept the component at the fire sprinkler system project worksite and make such documents available to the inspector at each inspection.

(6) A local government that fails to meet a deadline under subsection (3) or subsection (4) must refund the permit fee by 10 percent for each business day after such failure, unless the local government and contractor agree in writing to a reasonable extension of time, the delay is caused by the applicant, or the delay is attributable to a force majeure or other extraordinary circumstances. Each 10-percent refund shall be based on the original amount of the permit fee.

5. Electrical documents. See section 471.003(2)(h), Florida Statutes. Any electrical system meeting the following thresholds is required to be designed by a Florida Registered Engineer. Any system which:

(a) Requires an electrical system with a value greater than $125,000; and

(b) Requires an aggregate service capacity of greater than 600 amperes (240 volts) on a residential electrical system or greater than 800 amperes (240 volts) on a commercial or industrial electrical system or any multi-phase system.

Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in section 471.025, Florida Statutes.

NOTE: It was further clarified by the Commission that the limiting factor of 240 volts or over is required to be designed by an Engineer.

6. All public swimming pools and public bathing places defined by and regulated under chapter 514, Florida Statutes.

105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned, becoming null and void 180 days after the date of filing, or for any 6-month (180-day) period of abandonment or suspension during the application process, unless such application has been pursued in good faith or a permit has been issued; except that the Building Official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing prior to the abandonment date, with justifiable cause

demonstrated. Abandoned applications shall be subject to destruction in accordance with state law. The fee for renewal, re-issuance, and extension of permit applications shall be set forth by the administrative authority. There may be fees or requirements from other government agencies for permit application extensions and renewals.

105.3.3 An enforcing authority may not issue a building permit for any building construction, erection, alteration, modification, repair, or addition unless the permit either includes on its face or there is attached to the permit the following statement: "NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies, or federal agencies."

105.3.4 Building permit application to local government.

105.3.4.1 A local government must approve, approve with conditions, or deny a building permit application after receiving a completed and sufficient application within the following timeframes, unless the applicant waives such timeframes in writing:

1. Within 5 business days after receiving a complete and sufficient application, for an applicant using a local government plans reviewer to obtain the following building permits for an existing single-family residential dwelling if the value of the work is less than $15,000: structural, accessory structure, alarm, electrical, gas, irrigation, landscaping, mechanical, plumbing, or roofing.

2. Within 30 business days after receiving a complete and sufficient application, for an applicant using a local government plans reviewer to obtain the following building permits if the structure is less than 7,500 square feet (696 m^2): residential units, including a single-family residential unit or a single-family residential dwelling, accessory structure, alarm, electrical, irrigation, landscaping, mechanical, plumbing, or roofing.

3. Within 60 business days after receiving a complete and sufficient application, for an applicant using a local government plans reviewer to obtain the following building permits if the structure is 7,500 square feet (696 m^2) or more: residential units, including a single-family residential unit or a single-family residential dwelling, accessory structure, alarm, electrical, irrigation, landscaping, mechanical, plumbing, or roofing.

4. Within 60 business days after receiving a complete and sufficient application, for an applicant using a local government plans reviewer to obtain the following building permits: signs or non-residential buildings that are less than 25,000 square feet (2323 m^2).

5. Within 60 business days after receiving a complete and sufficient application, for an applicant using a local government plans reviewer to obtain the following building permits: multifamily residential, not exceeding 50 units; site-plan approvals and subdivision plats not requiring public hearing or public notice; and lot grading and site alteration.

6. Within 12 business days after receiving a complete and sufficient application, for an applicant using a master building permit consistent with section 553.794, Florida Statutes, to obtain a site-specific building permit.

7. Within 10 business days after receiving a complete and sufficient application, for an applicant for a single-family residential dwelling applied for by a contractor licensed in this state on behalf of a property owner who participates in a Community Development Block Grant-Disaster Recovery program administered by the Department of Commerce, unless the permit application fails to satisfy the *Florida Building Code* or the enforcing agency's laws or ordinances.

However, the City may not require the waiver of the timeframes in this section as a condition precedent to reviewing an applicant's building permit application.

105.3.4.2 A local government must meet the timeframes set forth in this section for reviewing building permit applications unless the timeframes set by local ordinance are more stringent than those prescribed in this section.

105.3.4.3 After an applicant submits an application to the local government, the local government must provide written notice to the applicant within 5 business days after receipt of the application advising the applicant what information, if any, is needed to deem or determine that the application is properly completed in compliance with the filing requirements published by the local government. If the local government does not provide timely written notice that the applicant has not submitted a properly completed application, the application is automatically deemed properly completed and accepted.

105.3.4.4 A local government shall maintain on its website a policy containing procedures and expectations for expedited processing of those building permits and development orders required by law to be expedited.

105.3.4.5 If a local government fails to meet a deadline under this subsection, it must reduce the building permit fee by 10 percent for each business day that it fails to meet the deadline, unless the parties agree in writing to a reasonable extension of time, the delay is caused by the applicant, or the delay is attributable to a force majeure or other extraordinary circumstances. Each 10-percent reduction shall be based on the original amount of the building permit fee, unless the parties agree to an extension of time.

105.3.4.6 A local enforcement agency does not have to reduce the building permit fee if it provides written notice to the applicant by e-mail or United States Postal Service within the respective timeframes in section 105.3.4.1 which specifically states the reasons the permit application fails to satisfy the *Florida Building Code* or the enforcing agency's laws or ordinances. The written notice must also state that the applicant has 10 business days from receipt of the notice to submit revisions to correct the permit application, and that failure to correct the application within 10 business days will result in denial of the application.

105.3.4.7 If the applicant submits revisions within 10 business days after receiving the written notice, the local enforcement agency has 10 business days after receiving such revisions to approve or deny the building permit unless the applicant agrees to a longer period in writing. If the local enforcement agency fails to issue or deny the building permit within 10 business days after receiving the revisions, it must reduce the building permit fee by 20 percent for each business day it fails to meet the deadline, unless the applicant agrees in writing to a longer period.

105.3.5 Identification of minimum premium policy. Except as otherwise provided in chapter 440, Florida Statutes, every employer shall, as a condition to receiving a building permit, show proof that it has secured compensation for its employees as provided in sections 440.10 and 440.38, Florida Statutes.

105.3.6 Asbestos removal contractor exemption. Refer to Section 105.9 for additional requirements. A licensed asbestos removal contractor is not required for the moving, removal, or disposal of asbestos-containing materials in a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed in accordance with the owner-builder limitations provided in this paragraph. To qualify for exemption under this paragraph, an owner must personally appear and sign the building permit application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:

> **Disclosure Statement:** State law requires asbestos abatement to be done by licensed contractors. You have applied for a permit under the exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove, or dispose of asbestos-containing materials in a residential building where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be performed in accordance with all applicable local, state, and federal laws and regulations governing asbestos abatement projects. It is your responsibility to ensure that people you employ have licenses required by state law and county or municipal licensing ordinances.

105.3.7 Applicable Code for Manufactured Buildings. Manufacturers should be permitted to complete all buildings designed and approved prior to the effective date of a new code edition, provided a clear signed contract is in place. The contract shall provide specific data mirroring that required by an application for a permit, specifically, without limitation, the date of execution, the building owner or dealer, and the anticipated date of completion. However, the construction activity must commence within 6 months of the contract's execution. The contract is subject to verification by the Department of Business and Professional Regulation.

105.3.8 Public right of way. A permit shall not be issued by the Building Official for the construction, alteration, or relocation of any building, structure, or system impacting any street, alley, or public lane, unless the applicant has received a right of way permit from the authority having jurisdiction over the right of way.

105.3.9 Retaining walls spanning more than one lot or parcel. Pursuant to section 553.79(1)(i), Florida Statutes, for a retaining wall that spans more than one lot or parcel on the property of a single-family or two-family residential dwelling or a townhouse, the Building Official shall issue a permit for the retaining wall for the project as a whole and shall not require a building permit for each lot or parcel upon which the retaining wall is installed.

105.4 Conditions of the permit. The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of any other federal, state and local laws, ordinances, codes and regulations. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of any other federal, state and local laws, ordinances, codes and regulations shall not be valid. The issuance of a permit based on construction documents and other data shall not preclude the Building Official from requiring correction of errors in such documents and data. After a permit is issued, the Building Official may not make or require any substantive changes to the plans or specifications except changes required for compliance with the *Florida Building Code*, the *Florida Fire Prevention Code*, or the *Life Safety Code*, or local amendments thereto. If the Building Official makes or requires substantive changes to the plans or specifications after a permit is issued, the Building Official must identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide the information to the permit holder in writing. The Building Official is also authorized to prevent occupancy or use of a structure in violation of this code or of any other ordinances of this jurisdiction or of any other federal, state and local laws, ordinances, codes and regulations.

105.4.1 Permit intent. A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter, or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the Building Official from thereafter requiring a correction of errors in plans, construction, or violations of this code. Every permit issued, excluding single-family dwellings, shall become invalid unless the work authorized by such permit is commenced within six months (180 Days) after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six months (180 Days) after the time the work is commenced.

105.4.1.1 If work has commenced and the permit is revoked, becomes null and void, or expires because of lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work.

105.4.1.2 If a new permit, or revalidation (renewal) of the original permit, is not obtained within six months (180 days) from the date the initial permit became null and void, the Building Official is authorized to require that any work which has been commenced or completed be removed from

the building site. Alternately, a new permit may be issued on application, provided the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

105.4.1.3 Work shall be considered to be in active progress when the permit has received an approved inspection within 180 days. This provision shall not be applicable in the case of civil commotion or strike, or when the building work is halted directly due to a judicial injunction, order, or similar process, or due to action by an environmental or archeological agency having jurisdiction. The Building Official is authorized to grant, in writing, one or more extensions of time, for periods not more than 3 months each. The extension shall be requested in writing, and justifiable cause demonstrated, prior to expiration.

105.4.1.4 The fee for renewal, reissuance and extension of a permit shall be set forth by the administrative authority. There may be fees or requirements from other government agencies for permit extensions and renewals.

105.4.1.5 Single-Family Dwellings. Permits issued for a single-family dwelling expire 1 year after issuance or on the effective date of the next edition of the Florida Building Code, whichever is later. However, this paragraph does not prevent a local government from extending a building permit beyond the expiration date.

105.5 Expiration. Every permit issued, excluding single-family dwellings pursuant to section 105.4.1.5, shall become inactive or expired pursuant to section 105.4.1 of this code, and shall be renewed pursuant to section 105.4.1.1 of this code before the work may resume. Permits that remain inactive or expired for more than six months (180 Days) shall lose all rights vested in the permit pursuant to section 105.4.1.2 of this code. To complete the work authorized under a permit that has lost all vested rights, the permit holder and property owner shall be responsible for either removing the work from the site or obtaining a new permit to complete all work in accordance with current code requirements and approved plans. Inspections performed and accepted prior to expiration may be accepted subject to the discretion of the Building Official.

105.5.1 Additional options for closing a permit. Pursuant to section 553.79(16), Florida Statutes, a property owner, regardless of whether the property owner is the one listed on the application for the building permit, may close a building permit by complying with the following requirements:

1.) The property owner may retain the original contractor listed on the permit or hire a different contractor appropriately licensed in this state to perform the work necessary to satisfy the conditions of the permit and to obtain any necessary inspection to close the permit. If a contractor other than the original contractor listed on the permit is hired by the property owner to close the permit, such contractor is not liable for any defects in the work performed by the original contractor and is only liable for the work that he or she performs.

2.) The property owner may assume the role of an owner-builder, in accordance with sections 489.103(7) and 489.503(6), Florida Statutes.

3.) If a building permit is expired and its requirements have been substantially completed, as determined by the local enforcement agency, the permit may be closed without having to obtain a new building permit, and the work required to close the permit may be done pursuant to the building code in effect at the time the local enforcement agency received the application for the permit, unless the contractor has sought and received approval from the local enforcement agency for an alternative material, design or method of construction.

4.) A local enforcement agency may close a building permit 6 years after the issuance of the permit, even in the absence of a final inspection, if the local enforcement agency determines that no apparent safety hazard exists.

105.5.1.1 For purposes of this section, the term "close" means that the requirements of the permit have been satisfied.

105.5.1.2 For the purposes of this subsection, an open permit shall mean a permit that has not satisfied all requirements for completion as listed in section 110.

105.5.2 Responsibility to Close Permits. Closing out or resolving open or expired permits shall be the responsibility of the permit applicant and the property owner. Failure to close out or resolve open permits may result in a referral of the matter to the Florida Department of Business and Professional Regulation - Construction Industry Licensing Board (CILB) or Palm Beach County Construction Industry Licensing Board (CILB), as applicable, and the Boynton Beach Community Standards Division.

105.6 Denial or revocation. Whenever a permit required under this section is denied or revoked because the plan, or the construction, erection, alteration, modification, repair, or demolition of a building, is found by the local enforcing agency to be not in compliance with the Florida Building Code, the local enforcing agency shall identify the specific plan or project features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the permit applicant. If the local building code administrator or inspector finds that the plans are not in compliance with the Florida Building Code, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the permit applicant.

105.6.1 Arm's Length-Purchaser - Pursuant to section 553.79(17)(a), Florida Statutes, a local enforcement agency may not deny issuance of a building permit to; issue a notice of violation to; or fine, penalize, sanction or assess fees against an arm's-length purchaser of a property for value solely because a building permit applied for by a previous owner of the property was not closed. The local enforcement agency shall maintain all rights and remedies against the property owner and contractor listed on the permit.

105.6.2 Discipline. Pursuant to section 553.79(17)(b), Florida Statutes, a local enforcement agency may not deny issuance of a building permit to a contractor solely because the contractor is listed on other building permits that were not closed. However, the Building Official may elect to refer violations to the appropriate licensing authority for potential discipline.

105.6.3 Misrepresentation of application. The Building Official may revoke a permit or approval, issued under the provisions of this code, when there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.

105.6.4 Violation of code provisions. The Building Official may require correction or revoke the permit upon determination by the Building Official that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the building, structure, electrical, gas, mechanical or plumbing systems for which the permit was issued is in violation of, or not in conformity with, the provisions of this code.

105.7 Placement of permit. The building permit or copy shall be kept on the site of the work until the project is completed.

105.8 Notice of commencement. In accordance with section 713.135, Florida Statutes, when any person applies for a building permit, the authority issuing such permit shall print on the face of each permit card in no less than 14-point, capitalized, boldfaced type: **"WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."**

105.9 Asbestos. The enforcing agency shall require each building permit for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner's or operator's responsibility to comply with the provisions of section 469.003, Florida Statutes, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law. Refer to section 105.3.6, "Asbestos Removal Contractor Exemption," of this code for additional requirements.

105.10 Certificate of protective treatment for prevention of termites. A weather-resistant jobsite posting board shall be provided to receive duplicate treatment certificates as each required protective treatment is completed, with one copy for the person to whom the permit is issued and another for the building permit files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration, and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval. For a bait system, see section 1816.1.7 of the Florida Building Code, Building, for contract document requirements.

105.11 Notice of termite protection. A permanent sign that identifies the termite treatment provider, the need for reinspection, and the treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.

105.12 Work starting before permit issuance. Upon written request and approval of the Building Official, the scope of work delineated in the building permit application and plan may be started prior to the final approval and issuance of the permit, provided any work completed is entirely at risk of the permit applicant, and the work does not proceed past the first required inspection. This provision applies only to the Florida Building Code; all other agency approvals necessary for construction must be secured before this provision is applied.

105.13 Phased permit approval. After submitting the appropriate construction documents, the Building Official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted. Corrections may be required to meet the technical code requirements. This provision applies only to the Florida Building Code; all other agency approvals necessary for construction must be secured before this provision is applied.

105.14 Permit issued on basis of an affidavit. The Building Official may accept an affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the Building Official, are hazardous or complex, the Building Official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise such work. In addition, they shall be responsible for conformity with the permit, provide copies of inspection reports as inspections are performed, and, upon completion, make and file with the Building Official a written affidavit that the work has been done in conformity with the reviewed plans and with the structural provisions of the technical codes. In the event that such architect or engineer is not available, the owner shall employ, in his stead, a competent person or agency whose qualifications are reviewed by the Building Official. The Building Official shall ensure that any person conducting plans review is qualified as a plans examiner under part XII of chapter 468, Florida Statutes, and that any person conducting inspections is qualified as a building inspector under part XII of chapter 468, Florida Statutes. Nothing aforesaid shall preclude plan review or inspections by the Building Official (see also section 107.6).

Exception: Permit issued on the basis of an affidavit shall not extend to the flood load and flood resistance requirements of the Florida Building Code, and the Building Official shall review and inspect those requirements.

105.15 Opening protection. When any activity requiring a building permit that is applied for on or after July 1, 2008, and for which the estimated cost is $50,000 or more for a site built single-family detached residential structure that is located in the wind borne debris region as defined in this Code and that has an insured value of $750,000 or more, or, if the site built single-family detached residential structure is uninsured or for which documentation of insured value is not presented, has a just valuation for the structure for purposes of ad valorem taxation of $750,000 or more; opening protections as required within this Code or Florida Building Code*,* Residential for new construction shall be provided.

Exception: Where defined wind-borne debris regions have not changed, single-family detached residential structures permitted subject to the Florida Building Code are not required to comply with this section.

105.16 Inspection of existing residential building not impacted by construction.

(a) A local enforcing agency, and any local building code administrator, inspector, or other official or entity, may not require as a condition of issuance of a one- or two-family residential building permit the inspection of any portion of a building, structure, or real property that is not directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought.

(b) This subsection does not apply to a building permit sought for:

1. A substantial improvement as defined in section 161.54, Florida Statutes, or as defined in the Florida Building Code.

2. A change of occupancy as defined in the Florida Building Code.

3. A conversion from residential to nonresidential or mixed use pursuant to section 553.507(3), Florida Statutes, or as defined in the Florida Building Code.

4. A historic building as defined in the Florida Building Code.

(c) This subsection does not prohibit a local enforcing agency, or any local building code administrator, inspector, or other official or entity, from:

1. Citing any violation inadvertently observed in plain view during the ordinary course of an inspection conducted in accordance with the prohibition in paragraph (a).

2. Inspecting a physically nonadjacent portion of a building, structure, or real property that is directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought in accordance with the prohibition in paragraph (a).

3. Inspecting any portion of a building, structure, or real property for which the owner or other person having control of the building, structure, or real property has voluntarily consented to the inspection of that portion of the building, structure, or real property in accordance with the prohibition in paragraph (a).

4. Inspecting any portion of a building, structure, or real property pursuant to an inspection warrant issued in accordance with sections 933.20-933.30, Florida Statutes.

105.17 Streamlined low-voltage alarm system installation permitting.

(1) As used in this section, the term:

(a) ”Contractor” means a person who is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under part II of chapter 489, Florida Statutes.

(b) ”Low-voltage alarm system project” means a project related to the installation, maintenance, inspection, replacement, or service of a new or existing alarm system, as defined in section 489.505, Florida Statutes, including video cameras and closed-circuit television systems used to signal or detect a burglary, fire, robbery, or medical emergency, that is hardwired and operating at low voltage, as defined in the National Electrical Code Standard 70, Current Edition, or a new or existing low-voltage electric fence, and ancillary components or equipment attached to such a system or fence, including, but not limited to, home-automation equipment, thermostats, closed-circuit television systems, access controls, battery recharging devices, and video cameras.

(c) ”Low-voltage electric fence” means an alarm system, as defined in section 489.505, Florida Statutes, that consists of a fence structure and an energizer powered by a commercial storage battery not exceeding 12 volts which produces an electric charge upon contact with the fence structure.

(d) ”Wireless alarm system” means a burglar alarm system or smoke detector that is not hardwired.

(2) Notwithstanding any provision of law, this section applies to all low-voltage alarm system projects for which a permit is required by a local enforcement agency. However, a permit is not required to install, maintain, inspect, replace, or service a wireless alarm system, including any ancillary components or equipment attached to the system.

(3) A low-voltage electric fence must meet all of the following requirements to be permitted as a low-voltage alarm system project, and no further permit shall be required for the low-voltage alarm system project other than as provided in this section:

(a) The electric charge produced by the fence upon contact must not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of International Electrotechnical Commission Standard No. 60335-2-76, Current Edition.

(b) A non-electric fence or wall must completely enclose the outside perimeter of the low-voltage electric fence. The low-voltage electric fence must be 2 feet higher than the perimeter non-electric fence or wall.

(c) The low-voltage electric fence must be identified using warning signs attached to the fence at intervals of not more than 60 feet.

(d) A low-voltage electric fence is allowed in any area unless the area is zoned exclusively for single-family or multi-family residential use. An area is not considered to be zoned exclusively for single-family or multi-family residential use if the area is within more than one zoning category.

(e) The low-voltage electric fence shall not enclose the portions of a property which are used for residential purposes.

(4) This section does not apply to the installation or replacement of a fire alarm if a plan review is required.

(5) A local enforcement agency shall make uniform basic permit labels available for purchase by a contractor to be used for the installation or replacement of a new or existing alarm system at a cost as indicated in section 553.793, Florida Statutes. The local enforcement agency may not require payment of any additional fees, charges, or expenses associated with the installation or replacement of a new or existing alarm system.

(a) A local enforcement agency may not require a contractor, as a condition of purchasing a label, to submit any information other than identification information of the licensee and proof of registration or certification as a contractor.

(b) A label is valid for 1 year after the date of purchase and may only be used within the jurisdiction of the local enforcement agency that issued the label. A contractor may purchase labels in bulk for one or more unspecified current or future projects.

(6) A contractor shall post an unused uniform basic permit label in a conspicuous place on the premises of the low-voltage alarm system project site before commencing work on the project.

(7) A contractor is not required to notify the local enforcement agency before commencing work on a low-voltage alarm system project. However, a contractor must submit a Uniform Notice of a Low-Voltage Alarm System Project, as provided in subsection (8), to the local enforcement agency within 14 days after completing the project. A local enforcement agency may take disciplinary action against a contractor who fails to timely submit a Uniform Notice of a Low-Voltage Alarm System Project.

(8) The Uniform Notice of a Low-Voltage Alarm System Project may be submitted electronically or by facsimile if all submissions are signed by the owner, tenant, contractor, or authorized representative of such persons. The Uniform Notice of a Low-Voltage Alarm System Project shall be in the format prescribed by the local enforcement agency and must comply with the requirements of sections 553.793(7) and (8), Florida Statutes.

(9) A local enforcement agency may coordinate directly with the owner or customer to inspect a low-voltage alarm system project to ensure compliance with applicable codes and standards. If a low-voltage alarm system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.

(10) A municipality, county, district, or other entity of local government may not adopt or maintain in effect any ordinance or rule regarding a low-voltage alarm system project that provides additional requirements beyond those set out in this section for the installation or maintenance of a low-voltage alarm system project, or that is otherwise inconsistent with this section.

(11) A uniform basic permit label shall not be required for the subsequent maintenance, inspection, or service of an alarm system that was permitted in accordance with this section.

The provisions of this act are not intended to impose new or additional licensure requirements on persons licensed in accordance with the applicable provisions of chapter 489, Florida Statutes.

SECTION 106
FLOOR AND ROOF DESIGN LOADS

106.1 Live loads posted. Where the live loads for which each floor or portion thereof of a commercial or industrial building is or has been designed to exceed 50 psf (2.40 kN/m2), such design live loads shall be conspicuously posted by the owner or the owner's authorized agent in that part of each story in which they apply, using durable signs. It shall be unlawful to remove or deface such notices

106.2 Issuance of certificate of occupancy. A certificate of occupancy required by section 111 shall not be issued until the floor load signs, required by section 106.1, have been installed.

106.3 Restrictions on loading. It shall be unlawful to place, or cause or permit to be placed, on any floor or roof of a building or structure, or any portion thereof, a load greater than is permitted by this code.

SECTION 107
SUBMITTAL DOCUMENTS

107.1 General. Submittal documents consisting of construction documents, statement of special inspections, geotechnical report, and other data shall be submitted in two or more sets with each permit application. The construction documents shall be prepared by a registered design professional*, as required by chapter 471, Florida Statutes, and Division 61G15, Florida Administrative Code, or by chapter 481, Florida Statutes, and Division 61G1, Florida Administrative Code.* Where special conditions exist, the Building Official is authorized to require additional construction documents be prepared by a registered design professional. The Building Official may alternatively or additionally require construction documents be submitted in digital form in a format acceptable to the Building Official and may require only one set of submittals.

Exception: The Building Official is authorized to waive the submission of construction documents and other data not required to be prepared by a Registered Design Professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

If the design professional is an architect, interior designer, or engineer legally registered under the laws of this state regulating the practice of architecture or interior design as provided for in part I of chapter 481, Florida Statutes, or landscape architecture as provided for in part II of chapter 481, Florida Statutes, or engineering as provided for in chapter 471, Florida Statutes, then he or she shall affix his or her official seal to said drawings, specifications and accompanying data, as required by Florida Statutes.

107.1.1 A local government may not require a contract between a builder and an owner, any copies of such contract, or any associated document, including, but not limited to, letters of intent, material costs lists, labor costs, or overhead or profit statements, for the issuance of a building permit or as a requirement for the submission of a building permit application.

107.1.2 Replacement of windows, doors, or garage doors. Sealed drawings by a design professional are not required for the replacement of windows, doors, or garage doors in an existing one-family or two-family dwelling or townhouse if all of the following conditions are met:

1. The replacement windows, doors, or garage doors are installed in accordance with the manufacturer's instructions for the appropriate wind zone.
2. The replacement windows, doors, or garage doors meet the design pressure requirements in the most recent version of the *Florida Building Code, Residential*.
3. A copy of the manufacturer's instructions is submitted with the permit application in a printed or digital format.
4. The replacement windows, doors, or garage doors are the same size and are installed in the same opening as the existing windows, doors, or garage doors.

107.2 Construction documents. Construction documents shall comply with sections 107.2.1 through 107.2.6.

107.2.1 Information on construction documents.

Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents may be submitted upon approval by the Building Official. Construction documents shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules, and regulations, as determined by the Building Official. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the technical codes. Such information shall be specific, and the technical codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design.

107.2.1.1 For roof assemblies required by the code. The construction documents shall illustrate, describe, and delineate the type of roofing system, materials, fastening and flashing requirements, and the required wind resistance rating to be installed. Product evaluation and installation shall demonstrate compliance with the wind criteria for the specific site, or an architect or engineer must submit a statement certifying suitability for the specific site with the construction documents.

107.2.1.2 Additional data. The Building Official may require details, computations, stress diagrams, and other data necessary to describe the construction or installation, and the basis for the calculations. All drawings, specifications, and accompanying data required by the Building Official to be prepared by an architect or engineer shall be affixed with the official seal, signature, and date as required by state law.

107.2.1.3 Quality of building plans. Building plans shall be drawn to a minimum scale of 1/8 inch on substantial paper, cloth, or other acceptable medium. The Building Official may establish, through departmental policy, additional standards for plans and specifications, including electronic formats, to ensure conformity with its electronic permit review and record retention program. This policy may include items such as minimum size, shape, contrast, clarity, and other items related to records management. Electronic media must be compatible with the archive requirements of Florida Statutes.

107.2.2 Fire protection system shop drawings. Shop drawings for the fire protection system(s) shall be submitted to demonstrate conformance with this code and the construction documents, and shall be approved prior to the start of system installation. Shop drawings shall contain all information required by the referenced installation standards in chapter 9, Florida Building Code.

107.2.3 Means of egress. The construction documents shall show in sufficient detail the location, construction, size, and character of all portions of the means of egress, including the path of the exit discharge to the public way, in compliance with the provisions of this code. In occupancies other than Groups R-2, R-3, and I-1, the construction documents shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

107.2.4 Exterior wall envelope. Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with this code. The construction documents shall provide details of the exterior wall envelope as required, including flashing; intersections with dissimilar materials; corners; end details; control joints; intersections at roofs, eaves, or parapets; means of drainage; water-resistive membrane; and details around openings.

The construction documents shall include the manufacturer's installation instructions and supporting documentation demonstrating that the proposed penetration and opening details described in the construction documents maintain the weather resistance of the exterior wall envelope. The supporting documentation shall fully describe the exterior wall system, including, where applicable, the exterior wall system tested, and the test procedure used.

107.2.5 Exterior balcony and elevated walking surfaces. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain, snow, or irrigation, and the structural framing is protected by an impervious moisture barrier, the construction documents shall include details for all elements of the impervious moisture barrier system. The construction documents shall include manufacturer's installation instructions. (CA7834).

107.2.6 Site plan. The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show the construction to be demolished and the locations and sizes of existing structures and construction that are to remain on the site or plot. The site plan shall include accessible parking and accessible routes as required by the FBC Accessibility when applicable. The Building Official is authorized to waive or modify the requirement for a site plan when the application for permit is for alteration or repair or when otherwise warranted.

107.2.6.1 Design flood elevations. Where design flood elevations are not specified, they shall be established in accordance with section 1612.3.1. Design flood elevations shall be uniformly specified utilizing the currently effective NAVD 88.

107.2.6.2 For the purpose of inspection and record retention, site plans for a building may be maintained in the form of an electronic copy at the worksite. These plans must be open to inspection by the Building Official or a duly authorized representative, as required by the Florida Building Code.

107.2.7 Structural information. The construction documents shall provide the information specified in section 1603.

107.3 Examination of documents. The Building Official shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

Exceptions:

1. Building plans approved pursuant to section 553.77(3), Florida Statutes, and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly, or construction at the site. Erection, assembly (including utility crossover connections), and construction at the site are subject to local permitting and inspections. Photocopies of plans approved under Rule 61-41.009, Florida Administrative Code, shall be sufficient as local permit application documents of record for the modular building portion of the permitted project.

2. Industrial construction on sites where design, construction and fire safety are supervised by appropriately licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to approval by the Building Official, from review of plans and inspections, provided the appropriate licensed design and inspection professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

107.3.1 Approval of construction documents. When the Building Official issues a permit, the construction documents shall be approved, in writing or by stamp, as "Reviewed for Code Compliance." One set of construction documents so reviewed shall be retained by the Building Official. The other set shall be returned to the applicant, shall be kept at the site of work, and be open to inspection by the Building Official or a duly authorized representative.

107.3.2 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

107.3.3 Phased approval. (See also Section 105.13 of this code.) The Building Official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted. This provision applies only to the Florida Building Code; all other agency approvals necessary for construction must be secured before this provision is applied.

107.3.4 Design professional in responsible charge. Where it is required that documents be prepared by a registered design professional, the Building Official shall be authorized to require the owner or the owner's authorized agent to engage and designate on the building permit application a registered design professional, who shall act as the registered design professional in responsible charge. If the circumstances require, the owner or the owner's authorized agent shall designate a successor registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The Building Official shall be notified in writing by the owner or the owner's authorized agent if the registered design professional in responsible charge is changed or is unable to continue to perform the duties. The successor registered design professional in responsible charge licensed under chapter 471, Florida Statutes, shall comply with section 471.025(4), Florida Statutes, and the procedures set forth in Rule 61G15-27.001, Florida Administrative Code; or licensed under chapter 481, Florida Statutes, shall comply with section 481.221(6), Florida Statutes, and the procedure set forth in Rule 61G1-18.002, Florida Administrative Code.

The registered design professional in responsible charge shall review and coordinate submittal documents prepared by others, including phased and deferred submittal items, to ensure compatibility

with the building's design. Those products which are regulated by Division 61G20, Florida Administrative Code, shall be reviewed and approved in writing by the designer of record prior to submittal for jurisdictional approval.

107.3.4.1 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the Building Official.

Deferrals of any submittal items shall be subject to the prior approval of the Building Official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for the Building Official's review.

Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge, who shall review them and forward them to the Building Official with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance with the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been approved by the Building Official.

107.3.4.2 Certifications by contractors authorized under the provisions of section 489.115(4)(b), Florida Statutes, shall be considered equivalent to sealed plans and specifications by a person licensed under chapter 471, Florida Statutes, or chapter 481, Florida Statutes, by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind-resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one- and two-family dwellings. Local enforcement agencies may rely on such contractor certification that the submitted plans and specifications conform to the code's wind-resistance requirements. Upon showing good cause, local government code enforcement agencies may accept or reject plans sealed by persons licensed under chapters 471, 481, or 489, Florida Statutes.

107.3.5 Minimum plan review criteria for buildings. The examination of the documents by the Building Official shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; all fenestration and building envelope penetrations; flashing; and rough opening dimensions; and all exterior elevations:

107.3.5.1 Commercial Buildings:

107.3.5.1.1 Building

1. Site requirements:
Parking
Fire access
Vehicle loading
Driving/turning radius
Fire hydrant/water supply/post indicator valve (PIV)

Set back/separation (assumed property lines)
Location of specific tanks, water lines, and sewer lines
Flood hazard areas, flood zones, base flood elevations , and design flood elevations

2. Occupancy group and special occupancy requirements shall be determined (with cross-check with the energy code submittal).

3. Minimum type of construction shall be determined (see section 503).

4. Fire-resistant construction requirements shall include the following components:
Fire-resistant separations
Fire-resistant protection for type of construction
Protection of openings and penetrations of rated walls
Fire blocking and draftstopping and calculated fire resistance

5. Fire suppression systems shall include:
Early warning smoke evacuation systems
Schematic fire sprinklers
Standpipes
Pre-engineered systems
Riser diagram

6. Life safety systems shall be determined and shall include the following requirements:
Occupant load and egress capacities
Early warning
Smoke control
Stair pressurization
Systems schematic
Safeguards during construction, as applicable

7. Occupancy load/egress requirements shall include:
Occupancy load
Gross
Net
Means of egress
Exit access
Exit
Exit discharge
Stairs construction/geometry and protection
Doors
Emergency lighting and exit signs
Specific occupancy requirements
Construction requirements
Horizontal exits/exit passageways

8. Structural requirements shall include:
Soil conditions/analysis
Termite protection
Design loads
Wind requirements
Building envelope (including section 107.2.4 of this code)
Impact-resistant coverings or systems
Structural calculations (if requested)
Foundation
Flood requirements in accordance with section 1612, including proposed lowest floor elevations, enclosures, flood damage-resistant materials, and dry floodproofing design certification on a FEMA Dry Floodproofing Certificate or equivalent
Wall systems
Floor systems
Roof systems
Threshold inspection plan
Stair systems

9. Materials shall be reviewed and shall at a minimum include the following:
Wood
Steel
Aluminum
Concrete
Plastic
Glass
Masonry
Gypsum board and plaster
Insulating (mechanical)
Roofing
Deck coatings
Insulation
Building envelope portions of the Energy Code (including calculation and mandatory requirements)

10. Accessibility requirements shall include the following:
Site requirements
Accessible route
Vertical accessibility
Toilet and bathing facilities
Drinking fountains
Equipment
Special occupancy requirements
Fair housing requirements

11. Interior requirements shall include the following:
Interior finishes (flame spread/smoke development)
Light and ventilation
(including corresponding portion of the energy code)
Sanitation

12. Special systems:
Elevators
Escalators
Lifts

13. Energy Code submittal

14. Swimming pools:
Barrier requirements
Spas
Wading pools

15. Location and installation details. The specific location and installation details of each fire door, fire damper, ceiling damper and smoke damper shall be shown and properly identified on the building plans by the designer.

107.3.5.1.2 Electrical

1. Electrical:
Wiring
Services
Feeders and branch circuits
Overcurrent protection
Grounding
Wiring methods and materials
GFCIs
Electrical portions of the Energy Code (including calculation and mandatory requirements)

2. Equipment

3. Special occupancies

4. Emergency systems

5. Communication systems

6. Low voltage

7. Load calculations

8. Design flood elevation

107.3.5.1.3 Plumbing

1. Minimum plumbing facilities

2. Fixture requirements

3. Water supply piping

4. Sanitary drainage

5. Water heaters

6. Vents

7. Roof drainage

8. Backflow prevention

9. Irrigation

10. Location of water supply line

11. Grease traps

12. Environmental requirements

13. Plumbing riser

14. Design flood elevation

15. Water/plumbing portions of the Energy Code (including calculations and mandatory requirements)

107.3.5.1.4 Mechanical

1. Mechanical portions of the Energy calculations

2. Exhaust systems:
Clothes dryer exhaust
Kitchen equipment exhaust

Specialty exhaust systems

3. Equipment
4. Equipment location
5. Make-up air
6. Roof-mounted equipment
7. Duct systems
8. Ventilation
9. Combustion air
10. Chimneys, fireplaces and vents
11. Appliances
12. Boilers
13. Refrigeration
14. Bathroom ventilation
15. Laboratory
16. Design flood elevation
17. Smoke and/or Fire Dampers

107.3.5.1.5 Gas

1. Gas piping
2. Venting
3. Combustion air
4. Chimneys and vents
5. Appliances
6. Type of gas

7. Fireplaces

8. LP tank location

9. Riser diagram/shutoffs

10. Design flood elevation

11. Gas portions of the Energy Code (including calculations and mandatory requirements)

107.3.5.2 Demolition

1. Asbestos removal

107.3.5.3 Residential (one- and two-family):

1. Site requirements:
Set back/separation (assumed property lines)
Location of septic tanks

2. Fire-resistant construction (if required)

3. Fire

4. Smoke and/or carbon monoxide alarm detector locations

5. Egress
   Egress window size and location stairs construction requirements

6. Structural requirements shall include:
   Wall section from foundation through roof, including assembly and materials, connector tables, wind requirements, and structural calculations (if required)

   Termite protection

   Design loads

   Wind requirements

   Building envelope

   Structural calculations (if requested)

   Foundation

Wall systems

Floor systems

Roof Systems

7. Flood hazard areas, flood zones, base flood elevations, design flood elevations, proposed lowest floor elevations, enclosures, equipment, and flood damage-resistant materials

8. Accessibility requirements: show/identify accessible bath

9. Impact-resistant coverings or systems

10. Residential Energy Code submittal (including calculations and mandatory requirements)

11. Electrical**:**

Electrical service riser with wire sizes, conduit detail, and grounding detail

Complete load calculations, Panel schedules

12. Mechanical:

Equipment and location, Duct systems

13. Plumbing:

Plumbing riser

14. Gas:

Gas piping

Venting

Combustion air

Chimneys and vents

Appliances

Type of gas

Fireplaces

LP tank location

Riser diagram/shutoffs

15. Swimming Pools

Barrier requirements

Spas

Wading pools

107.3.5.3.1 Manufactured buildings/housing -

1. Site requirements
   Setback/separation (assumed property lines)

   Location of septic tanks (if applicable)

   Flood hazard areas, flood zones, base flood elevations, design flood elevations, proposed lowest floor elevations, enclosures, equipment, and flood damage-resistant materials.

2. Structural
   Wind zone

   Anchoring

   Blocking

3. Plumbing
   List potable water source and meter size (if applicable)

4. Mechanical
   Exhaust systems

   Clothes dryer exhaust

   Kitchen equipment exhaust

5. Electrical exterior disconnect location

Exemptions.

Plans examination by the Building Official shall not be required for the following work:

1. Replacing existing equipment such as mechanical units, water heaters, etc.;
2. Reroofs (as determined by the Building Official);
3. Minor electrical, plumbing, and mechanical repairs;
4. Annual maintenance permits;
5. Prototype plans: Except for local site adaptations, siding, foundations, and/or modifications. Except for structures that require a waiver; or
6. Manufactured buildings plan except for foundations and modifications of buildings on site and as listed above in manufactured buildings/housing.

107.4 Amended construction documents. Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are not in compliance with them shall be resubmitted for approval as an amended set of construction documents.

107.5 Retention of construction documents. One set of approved construction documents shall be retained by the Building Official for a period of not less than 180 days from the date of completion of the permitted work, or as required by state or local laws.

107.6 Affidavits. The Building Official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction, and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The Building Official may, without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the Building Official copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the Building Official relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The Building Official shall ensure that any person conducting plans review is qualified as a plans examiner under part XII of chapter 468, Florida Statutes, and that any person conducting inspections is qualified as a building inspector under part XII of chapter 468, Florida Statutes. Nothing shall preclude plan review or inspections by the Building Official (see also section 105.14). On applications in which private provider services are utilized, all time frames shall adhere to time frames as indicated in section 553.791(8), Florida Statutes.

107.6.1 Building permits issued based on an affidavit in special flood hazard areas. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Parts 59 and 60), the authority granted to the Building Official to issue permits, to rely on inspections, and to accept plans and construction documents on the basis of affidavits and plans submitted pursuant to sections 105.14 and 107.6, shall not extend to the flood load and flood resistance construction requirements of the Florida Building Code.

107.6.2 Affidavits Provided Pursuant to section 553.791, Florida Statutes. For a building or structure in a flood hazard area, the Building Official shall review any affidavit certifying compliance with the flood load and flood-resistant construction requirements of the Florida Building Code.

107.7 If the local building code administrator or inspector finds that the plans are not in compliance with the Florida Building Code, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. If the building code administrator, plans examiner, or inspector requests another local enforcing agency employee or a person contracted by the local enforcing agency to review the plans and that employee or person identifies specific plan features that do not comply with the applicable codes, the building code administrator, plans examiner, or inspector must provide this information to

the local enforcing agency. The local enforcing agency shall provide this information to the permit applicant.

SECTION 108
TEMPORARY STRUCTURES, EQUIPMENT AND SYSTEMS

108.1 General. The Building Official is authorized to issue a permit for temporary structures, equipment, or systems. Such permits shall be limited as to time of service but shall not be permitted for more than 180 days. The Building Official is authorized to grant extensions for demonstrated cause. Structures designed to comply with section 3103.5 shall not be in service for a period of more than 1 year unless an extension of time is granted.

108.2 Conformance. Temporary structures, equipment, and systems shall comply with the requirements in section 3103.

108.3 Temporary power. The Building Official is authorized to give permission to temporarily supply and use power in part of an electrical installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in NFPA 70.

108.4 Termination of approval. The Building Official is authorized to terminate such permit for a temporary structure, equipment, or system and to order the temporary structure, equipment, or system to be removed.

SECTION 109
FEES

109.1 Payment of fees. A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

109.1.1 Other fees. A permit shall not be issued until all other fees associated with said permit are paid. Other fees may include additional fees, penalty fees, water and sewer capital facility fees, City Park & Recreation fees, Fire Division fees, City Green Building Fee, Palm Beach County Impact fees and State of Florida fees. Water and sewer facility fees are established in Chapter 26 of the City of Boynton Beach Code of Ordinances. The Fire Division fees are established in Chapter 9 of the City of Boynton Beach Code of Ordinances. The City Green Building fee is established in the City of Boynton Beach Code Land Development Regulations Chapter 2, Article 1, Section 5. The city may elect to collect Palm Beach County Impact fees, including those for Roads, Public Buildings, Schools, and Parks. The city collects State of Florida surcharge fees for the Radon Trust Fund (Radon) and Building Code Administrators and Inspectors Fund (BCAIF). When applicable, the administrative portion of the Art in Public Places fee (30% of the total Art fee) is due prior to permit issuance.

109.2 Schedule of permit fees. For buildings, structures, electrical, gas, mechanical, and plumbing systems, or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule established by the applicable governing authority.

109.2.1 Types of Fees Enumerated. Fees may be charged for, but are not limited to the following:

- Permits;
- Plans examination;
- Certificates of competency (including fees for applications, examinations, renewal, late renewal, and reciprocity);
- Re-inspections;
- Administrative fees (including fees for investigative and legal costs incurred in the context of certain disciplinary cases heard by the board);
- Variance requests;
- Administrative appeals;
- Violations; and
- Other fees as established by local resolution or ordinance.

109.3 Building permit valuations. The applicant for a permit shall provide an estimated value of the work for which the permit is being issued at the time of application. Such estimated valuations shall include the total value of work or total replacement value of work, including materials and labor for which the permit is being issued, such as structural, electrical, plumbing, mechanical, equipment and permanent systems, interior finish, related site work, architectural and design fees, excluding only land value. Valuation references may include the latest published data from national construction cost analysis services, such as Marshall-Swift and Means, as published by the International Code Council. Final building permit valuation shall be set by the Building Official.

109.3.1 Exemptions.

Manufacturing Equipment:

For the purpose of calculating permit fees, the cost of equipment used in the process of manufacturing a product shall be exempt from paying permit fees for any portion of the cost greater than $10,000 dollars if the following criteria are met:

1. Equipment must have a replacement cost and/or purchase cost greater than $10,000 dollars per piece of equipment to be exempt.
2. Equipment must be purchased directly by the owner.
3. Equipment cannot be an integral part of the building, building envelope, building system, and/or essential to the operation of the building.
4. The nature of equipment shall be such that if a business were to cease to exist or relocate, the equipment would be easily removed from the building.

Note:
All electrical, piping, mounting, structural connections, and attachment of auxiliary equipment necessary to operate the manufacturing equipment will be included in permit valuation and subject to permit fees.

109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permit(s) or without prior approval from the Building Official as permitted in sections 105.2.2 or 105.12 shall be subject to a fee established by the Building Official that shall be in addition to the required permit fees or as provided by local ordinance. This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. But in all such cases, the required permit(s) must be applied for within one (1) business day, and any unreasonable delay in obtaining those permit(s) shall result in a quadruple fee. The payment of a quadruple fee shall not preclude or be deemed a substitute for prosecution for commencing work without first obtaining a permit. The Building Official may grant extensions of time or waive fees when justifiable cause has been demonstrated in writing to two times the fee.

109.5 Related fees. The payment of the fee for the construction, alteration, removal or demolition for work done in connection with or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

109.6 Refunds. The Building Official is authorized to establish and publish a refund policy through local ordinance or resolution.

SECTION 110
INSPECTIONS

110.1 General. Construction or work for which a permit is required shall be subject to inspection by the Building Official*, and such construction or work shall remain exposed and accessible for inspection* until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections that presume to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the owner or the owner's authorized agent to cause the work to remain exposed and accessible for inspection purposes. The Building Official shall be permitted to require a boundary line survey prepared by a qualified surveyor whenever the boundary lines cannot be readily determined in the field. Neither the Building Official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

110.1.1 Manufacturers and fabricators. When deemed necessary by the Building Official, he/she shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

110.1.2 Inspection service. The Building Official may make, or cause to be made, the inspections required by section 110. He or she may accept reports from division inspectors, independent inspectors, or recognized inspection services, provided that after investigation he/she is satisfied as to their licensure, qualifications, and reliability. A certificate required by any provision of this code shall not be based on such reports unless the same are recorded by the building code inspector or the architect or engineer performing building code inspections in a manner specified by the Building Official. The Building Official shall ensure that all persons making such inspections shall be certified in accordance with chapter 468, Florida Statutes; or licensed under chapter 471 or 481, Florida Statutes.

The Building Official may require the owner to employ an inspection service in the following instances:

1. For buildings or additions of Type I construction;

2. For all major structural alterations;

3. Where the concrete design is based on compressive strength in excess of 3000 pounds per square inch;

4. For pile driving;

5. For buildings with an area greater than 20,000 square feet;

6. For buildings more than two stories in height; or

7. For buildings and structures of unusual design or methods of construction.

Such inspectors shall be present when work is underway on the building's structural elements to attest to its compliance**.** Such inspectors shall be registered architects or engineers. An employee of the architect or engineer licensed under part XII of chapter 468, Florida Statutes, may perform inspections under the direction of and with final certification from the architect or engineer. Such inspectors shall submit weekly progress reports to the Building Official, including daily inspections and a code compliance opinion from the resident inspector.

Upon completion of the construction work or project, the architect or engineer shall submit a certificate of compliance to the Building Official, stating that the work was performed in compliance with this code and in accordance with the permitted drawings. Final inspection shall be made by the Building Official before a Certificate of Occupancy or Certificate of Completion is issued; and confirmation inspections may be made at any time to monitor activities and resident inspectors.

110.1.3 Affidavit for inspection. With specific prior approval of, and in a format acceptable to the Building Official, an affidavit for certification of inspection may be accepted from the permit qualifier, when accompanied by extensive photographic evidence of sufficient detail to demonstrate code compliance. The photographic evidence shall be comprehensive in the display of the installation and/or

construction and job location identifiers. The affidavit and accompanying photographs shall be provided to the inspector onsite, at the next scheduled inspection. If the photographs are found to be insufficient by the Building Official to demonstrate compliance with this code and/or the permitted document, or clearly display location identifiers, or are missing, the inspector shall require the contractor to obtain the services of a registered Florida Professional Engineer to inspect and certify the installation and/or construction.

110.1.3.1 Exception: Affidavits may not be accepted for inspection of elements of construction which require inspection by the local jurisdiction under the requirements of 44 C.F.R. Parts 59 and 60 and the local flood damage prevention ordinance.

110.1.4 No inspection shall be made until sanitary facilities have been provided, as required in section 311.1 of the Florida Building Code, Plumbing.

110.2 Preliminary inspection. Before issuing a permit, the Building Official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

110.3 Required inspections. The Building Official, upon notification from the permit holder or his or her agent, shall make the following inspections, and such other inspections as deemed necessary, and shall either release that portion of the construction or shall notify the permit holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The Building Official shall determine the timing and sequencing of inspections, and which elements are inspected at each inspection.

A. Building

1. Foundation inspection. To be made after trenches are excavated, forms erected, and required reinforcing steel is in place. The Foundation inspection shall at a minimum include the following building components:

- Stem wall
- Monolithic slab-on-grade
- Piling and pile caps
- Footings/grade beams

1.1. Slab Inspection: Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories, and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

A foundation/Form board survey prepared and certified by a registered surveyor may be required prior to approval of the slab inspection. The survey shall certify placement of the

building on the site, illustrate all surrounding setback dimensions, and shall be available at the job site for review by the building inspector.

1.2. In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the FEMA Elevation Certificate or equivalent shall be submitted to the Building Official as per Chapter 4, Article X, Flood Prevention Requirements of the LDR. For any location outside of the flood hazard area, the contractor shall meet the minimum requirements for Habitable Finish Floor above the crown of the road per Chapter 4, Article X, Flood Prevention Requirements of the LDR.

2. Construction Inspections

2.1 Lintel/tie beams/columns/masonry units. To be made after masonry units, forms, reinforcing steel, shoring, conduit, piping accessories, and other ancillary equipment items are in place, but before any concrete is placed.

2.2 Sheathing inspection. To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:

- Roof sheathing
- Wall sheathing
- Floor sheathing
- Sheathing fasteners
- Roof/wall dry-in
- Gypsum board, as required
- Sheathing/cladding inspection

NOTE: Sheathing fasteners installed and found to be missing the structural member (shiners) shall be removed and corrected prior to installation of the dry-in material.

Exception: ring shank nails shall be bent over and a new fastener installed.

2.3 Roofing inspection. Shall at a minimum include the following building components:

- Dry-in
- Insulation
- Roof coverings (including in-progress)
- Flashing
- Sheathing

2.4 Re-Roof sheathing inspection. An affidavit with a notarized signature of a state or locally licensed roofing contractor for the installation of additional sheathing fasteners as required by the Existing Building Code may be accepted at the discretion of the Building Official.

2.3 Framing inspection. To be made after the roof deck or sheathing, all framing, fire blocking, and bracing are in place, all concealed wiring, all pipes, chimneys, ducts, and vents are complete, and shall at a minimum include the following building components:

- Window/door framing and installation.
- Vertical cells/columns complete, if applicable
- Lintel/tie beams complete, if applicable.
- Framing/trusses/bracing/connectors (including truss layout drawings)
- Draft stopping/fire blocking
- Curtain wall framing
- Fire-resistant assemblies, joints, and penetrations, as required
- Accessibility

3. Exterior wall coverings. Shall at a minimum include the following building components in progress inspections:
    - Exterior wall coverings and veneers
    - Soffit coverings

4. Insulation Inspection. To be made after the framing inspection is approved and the insulation is in place, in accordance with the approved energy calculation submittal. Includes wall and ceiling insulation, thermal and ignition barriers.

5. Lath/Drywall. Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, are in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.

   Exception: Gypsum board that is not part of a fire-resistance-rated assembly or a shear assembly, unless otherwise determined by the Building Official.

6. Final inspection. To be made after the building, including all sub-trade inspections, are completed and ready for occupancy.

   6.1**.** Elevation Certificate. As part of the final inspection, a final FEMA Elevation Certificate or equivalent of the lowest floor elevation, or an as-built FEMA Dry Floodproofing Certificate or equivalent for the elevation to which a building is dry floodproofed, as applicable, shall be submitted to the *building official*.

   6.2. A final survey prepared and certified by a registered surveyor may be required at the time of final inspection, when applicable.

7. Swimming pool inspection.
    - First inspection is to be made after excavation and installation of reinforcing steel, bonding, and main drain, and prior to placing the concrete shell.
    - Underground electrical inspection
    - Underground piping inspection, including a pressure test
    - Deck inspection: to be made prior to installation of the deck material (with forms, deck drains, and any reinforcement in place).
    - Final pool piping.
    - Final electrical inspection to be made prior to filling the swimming pool with water.
    - Final permanent barrier inspection to be made prior to filling the swimming pool with water.
    - Final inspection needs to be made when the swimming pool is complete, and all required enclosure requirements are in place.
    - To pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in section 454.2.17 of this code.

8. Demolition inspections.
    - First inspection to be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations.
    - Final inspection to be made after all demolition work is completed.

9. Manufactured building inspections. The Division of Building Safety shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site-installed items, joining the modules, including utility crossovers; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the Florida Building Code. Additional inspections may be required for public educational facilities (see section 423.27.20 of this code).

10. Where impact-resistant coverings or impact-resistant systems are installed, the Building Official shall schedule adequate inspections of impact-resistant coverings or impact-resistant systems to determine the following:
    - The system indicated on the plans was installed.
    - The system is installed in accordance with the manufacturer's installation instructions and the product approval.

B. Electrical

1. Underground inspection. To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.

2. Rough-in inspection. To be made after the roof, framing, fire blocking, and bracing are in place and prior to the installation of wall or ceiling membranes.

3. Low Voltage: To be made for security, alarm, elevator, and special uses.

4. Final inspection. To be made after the building electrical system is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.

5. Existing Swimming Pools. To be made after all repairs or alterations are complete, all required electrical equipment, GFCI protection, and equipotential bonding are in place on said alterations or repairs.

C. Plumbing

1. Underground inspection. To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.

2. Rough-in inspection. To be made after the roof, framing, fire blocking, and bracing are in place, and all soil, waste, and vent piping is complete, and prior to the installation of wall or ceiling membranes.

   Includes plumbing provisions of the energy code and approved calculations provisions.

3. Final inspection. To be made after the building plumbing system is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

   Note: See section 312 of the Florida Building Code, Plumbing, for required tests.

D. Mechanical

1. Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.

2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.

   Includes mechanical provisions of the energy code and approved calculations provisions.

3. Final inspection. To be made after the building mechanical system is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

E. Gas

1. Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.

   Includes gas provisions of the energy code and approved calculations provisions.

2. Final piping inspection. To be made after all piping authorized by the permit has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.

3. Final inspection. To be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

F. Site Maintenance

1. The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles during the construction project and prior to receiving final inspection approval. Construction job sites must be kept clean and maintained in a safe condition at all times to prevent them from becoming a safety hazard to workers or city staff.
2. All debris shall be kept in a secure manner to prevent it from being spread to adjacent properties or the public right-of-way by any means.

110.3.1 Footing and foundation inspection. Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready-mixed in accordance with ASTM C 94; the concrete need not be on the job.

110.3.2 Concrete slab and under-floor inspection. Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

110.3.3 Lowest floor elevation. In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in section 1612.4 of the Florida Building Code, Building, and section R322 of the Florida Building Code, Residential, as applicable**,** shall be submitted to the Building Official.

110.3.4 Frame inspection. Framing inspections shall be made after the roof deck or sheathing, all framing, fire blocking, and bracing are in place, and pipes, chimneys, and vents to be concealed are complete, and the rough electrical, plumbing, heating, wires, pipes, and ducts are approved.

110.3.5 Lath and gypsum panel product inspection. Lath and gypsum panel product inspections shall be made after lathing and gypsum panel products, interior and exterior, are in place, but before any plastering is applied or gypsum panel product joints and fasteners are taped and finished.

Exception: Gypsum panel products that are not part of a fire-resistance-rated assembly or a shear assembly.

110.3.6 Weather-exposed balcony and walking surface waterproofing. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain, snow or irrigation, and an impervious moisture barrier protects the structural framing, all elements of the impervious-moisture-barrier system shall not be concealed until inspected and approved.

110.3.7 Fire- and smoke-resistant penetrations.
Protection of joints and penetrations in fire-resistance rated assemblies, smoke barriers and smoke partitions shall not be concealed from view until inspected and approved.

110.3.8 Energy efficiency inspections. Inspections shall be made to determine compliance with Florida Building Code*,* Energy Conservation and confirm with the approved energy code submittal (by appropriate trade) and corresponding mandatory requirements and shall include, but not be limited to, inspections for: corresponding envelope insulation R- and U-values, fenestration U-value and Solar Heat Gain Coefficient, duct system R-value, and HVAC, lighting, electrical and water-heating equipment efficiency.

110.3.9 Other inspections. In addition to the inspections specified in sections 110.3 through 110.3.8, the Building Official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the division of building safety.

110.3.10 Special inspections. Reserved.

110.3.11 Inspections prior to issuance of Certificate of Occupancy or Completion. The Building Official shall inspect or cause to be inspected, at various intervals, all construction or work for which a permit is required, and a final inspection shall be made of every building, structure, electrical, gas, mechanical,

or plumbing system upon completion, prior to the issuance of the Certificate of Occupancy or Certificate of Completion. In performing inspections, the Building Official or designee shall give first priority to inspections of the construction, addition, or renovation of any facilities owned or controlled by a state university, state community college, or public school district.

110.3.12 Final inspection. The final inspection shall be made after all work required by the building permit(s) is completed.

110.3.12.1 Flood hazard documentation. If located in a flood hazard area, documentation shall be submitted to the Building Official prior to the final inspection.

110.3.12.2 Energy Code documentation. If required by energy code path submittal, confirmation that commissioning result requirements have been received by the building owner.

110.3.13 Termites. Building components and building surroundings required to be protected from termite damage in accordance with section 1503.7, section 2304.13, or section 2304.11.6, specifically required to be inspected for termites in accordance with section 2114, or required to have chemical soil treatment in accordance with section 1816 shall not be covered or concealed until the release from the Building Official has been received.

110.3.14 Impact resistant coverings or systems. Where impact-resistant coverings or systems are installed to meet requirements of this code, the Building Official shall schedule adequate inspections of impact-resistant coverings or systems to determine the following:

1. The system indicated on the plans was installed.

2. The system is installed in accordance with the manufacturer's installation instructions and product approval.

110.4 Inspection agencies. The Building Official is authorized to accept reports from approved inspection agencies, provided such agencies meet the requirements regarding qualifications and reliability.

110.5 Inspection requests. It shall be the duty of the holder of the building permit*, or their duly authorized agent, to notify the Building Official when the* work is ready for inspection. It shall be the duty of the permit holder to provide access to, and means for, inspections of such work as required by this code.

110.6 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the Building Official. The Building Official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected, and such portions shall not be covered or concealed until authorized by the Building Official.

110.6.1 Failed inspections; refund. If work requiring a permit fails an inspection and the inspector or Building Official does not, within 5 business days after the inspection, provide the permit holder or his or her agent with a reason, based on compliance with the Florida Building Code, the Florida Fire Prevention Code, or local ordinance, for why the work failed the inspection, the City shall refund 10 percent of the permit and inspection fees. If any permit and inspection fees are refunded under this section, the surcharges provided in sections 468.631 and 553.721, Florida Statutes, shall be recalculated based on the amount of the permit and inspection fees after the refund. See section 553.79(7), Florida Statutes.

110.7 Shoring. For threshold buildings, shoring and associated formwork or falsework shall be designed and inspected by a Florida-licensed professional engineer prior to any required inspections by the threshold building inspector.

110.8 Threshold building.

110.8.1 During new construction or during repair or restoration projects in which the structural system or structural loading of a building is being modified, the enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building permit for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules to ensure the building is adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate for the Building Official, the architect, or the engineer of record in carrying out their responsibilities. The contractor's contractual or statutory obligations are not relieved by any action of the special inspector.

110.8.2 The special inspector shall determine that a professional engineer who specializes in shoring design has inspected the shoring and reshoring for conformance with the shoring and reshoring plans submitted to the enforcing agency. A fee simple title owner of a building, which does not meet the minimum size, height, occupancy, occupancy classification, or number-of-stories criteria which would result in classification as a threshold building under section 553.71(12), Florida Statutes, may designate such building as a threshold building, subject to more than the minimum number of inspections required by the Florida Building Code.

110.8.3 The fee owner of a threshold building shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the enforcement agency. The inspector shall be a person certified, licensed, or registered under chapter 471, Florida Statutes, as an engineer or under chapter 481, Florida Statutes, as an architect.

110.8.4 Each enforcement agency shall require that, on every threshold building:

110.8.4.1 The special inspector, upon completion of the building and prior to the issuance of a certificate of occupancy, file a signed and sealed statement with the enforcement agency in substantially the following form: "To the best of my knowledge and belief, the above-described construction of all structural load-bearing components complies with the permitted documents, and

the shoring and reshoring conforms to the shoring and reshoring plans submitted to the enforcement agency."

110.8.4.2 Any proposal to install an alternate structural product or system to which building codes apply shall be submitted to the enforcement agency for review for compliance with the codes and made part of the enforcement agency's recorded set of permit documents.

110.8.4.3 All shoring and reshoring procedures, plans, and details shall be submitted to the enforcement agency for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected, and certified by the contractor as compliant with the shoring documents.

110.8.4.4 All plans for the building which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and chapter 633, Florida Statutes.

110.8.5 No enforcing agency may issue a building permit for construction of any threshold building except to a licensed general contractor, as defined in section 489.105(3)(a), Florida Statutes, or to a licensed building contractor, as defined in section 489.105(3)(b), Florida Statutes, within the scope of her or his license. The named contractor to whom the building permit is issued shall have the responsibility for supervision, direction, management, and control of the construction activities on the project for which the building permit was issued.

110.8.6 The Division of Building Safety may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, section 553.73, Florida Statutes, without duplicative inspection by the Division of Building Safety. The Building Official is responsible for ensuring that any person conducting inspections is qualified as a building inspector under part XII of chapter 468, Florida Statutes, or certified as a special inspector under chapters 471 or 481, Florida Statutes. Inspections of threshold buildings required by section 553.79(5), Florida Statutes, are in addition to the minimum inspections required by this code.

110.9 Impact of construction. All construction activity regulated by this code shall be performed in a manner so as not to adversely impact the condition of adjacent property, unless such activity is permitted to affect said property pursuant to a consent granted by the applicable property owner, under terms or conditions agreeable to the applicable property owner. This includes, but is not limited to, the control of dust, noise, water or drainage run-offs, debris, and the storage of construction materials. New construction activity shall not adversely impact legal historic surface water drainage flows serving adjacent properties and may require special drainage design complying with engineering standards to preserve the positive drainage patterns of the affected sites. Accordingly, developers, contractors, and owners of all new residential development, including additions, pools, patios, driveways, decks, or similar items, on existing properties resulting in a significant decrease in permeable land area on any parcel or that has altered the drainage flow on the developed property shall, as a permit condition, provide a professionally

prepared drainage plan clearly indicating compliance with this paragraph. Upon completion of the improvement, a certification from a licensed professional, as appropriate under Florida law, shall be submitted to the inspector to obtain approval of the final inspection.

110.10 Storm Shutter Placement. After the termination of such periods of time that had been designated by the National Weather Service as being a hurricane watch or warning, hurricane protective devices installed on occupied buildings which impede required egress or required light and ventilation shall be removed within 15 days.

110.10.1 Securing construction sites. During such periods of time as the National Weather Service has issued a severe weather advisory that is in effect for Palm Beach County, which is deemed sufficient notice to the contractor and/or owner of any active or inactive construction project, the contractor and/or owner shall be responsible for securing loose construction debris and loose construction materials against the effects of hurricane-force winds.

110.10.2 The contractor and /or owner of any active or inactive construction project shall be responsible for securing or removing materials that are not fastened or secured to the ground or any permanent structure. Materials stockpiled on top of any structure under construction shall be permanently installed by the property owner or contractor upon a hurricane watch; however, in the event such installation cannot be timely completed, then the contractor and /or owner shall:

a. Band together the construction materials and fasten them to the top of the structure in such a manner as not to present a threat of their becoming airborne during severe weather; or
b. Remove the construction materials from the top of the structure and fasten down to the ground; or
c. Remove the construction materials from the job site; or
d. Store the construction materials inside an enclosed secure structure.

110.10.2.1 For the purposes of this section, “severe weather advisory” shall be defined as any one of the following: a tropical storm warning, a hurricane watch, or a hurricane warning.

110.11 Building Recertification. Reserved.

SECTION 111
CERTIFICATE OF OCCUPANCY

111.1 Use and occupancy. A building or structure shall not be used or occupied, and a change in the existing use or occupancy classification of a building or structure or portion thereof shall not be made, until the Building Official has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

Exception: Certificates of occupancy are not required for work exempt from permits under section 105.2.

111.2 Certificate issued. After the Building Official inspects the building or structure and finds no violations of the provisions of this code or other laws that the Division of Building Safety enforces, the Building Official shall issue a certificate of occupancy that contains the following:

1. The building permit number.

2. The address of the structure.

3. The name and address of the owner or the owner's authorized agent.

4. A description of that portion of the structure for which the certificate is issued.

5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

6. For buildings and structures in flood hazard areas, a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the Building Official.

7. The name of the Building Official.

8. The edition of the code under which the permit was issued.

9. The use and occupancy, in accordance with the provisions of chapter 3.

10. The type of construction as defined in chapter 6.

11. The design occupant load.

12. If an automatic sprinkler system is provided, whether the sprinkler system is required.

13. Any special stipulations and conditions of the building permit.

111.3 Temporary/partial occupancy. The Building Official is authorized to issue a temporary/partial certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The Building Official shall set a 30-day period during which the temporary certificate of occupancy is valid.

111.4 Revocation. The Building Official is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or based on incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

111.5 Certificate of Completion. A Certificate of Completion is proof that a structure or system is complete and, for certain types of permits, is released for use and may be connected to a utility system. This certificate does not grant authority to occupy a building, such as a shell building, prior to the issuance of a Certificate of Occupancy.

111.6 Fixturing and Stocking. The Building Official is authorized to issue approval for fixturing, stocking, training, or decorating, when appropriate, to allow the builder to prepare the structure for permanent occupancy. The building may not be open to the general public or be used for the transaction of any commerce. Such approval must be conditioned upon the Fire Marshal's approval, when applicable.

111.7 Digital Submittal Requirements for New Construction.

111.7.1 Building Footprints. The Building Official is authorized to require the submittal of digital shape (PDF) files, in a specific format, depicting a geo-referenced footprint with elevation for all new structures as a condition of the issuance of a Certificate of Occupancy.

111.7.2 Subdivision Topography. The Building Official is authorized to require the submittal of electronic topographical data for all new subdivisions over five acres or five lots for the purpose of updating and maintaining the community's flood maps.

SECTION 112
SERVICE UTILITIES

112.1 Connection of service utilities. No person shall make connections from a utility, source of energy, fuel, or power to any building or system that is regulated by this code for which a permit is required, until released by the Building Official.

112.2 Temporary connection. The Building Official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power.

112.3 Authority to disconnect service utilities. The Building Official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in section 101.4 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without the approval required by section 112.1 or 112.2. The Building Official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection, the owner or occupant of the building, structure, or service system shall be notified in writing as soon as practicable thereafter.

SECTION 113
BUILDING BOARD OF ADJUSTMENTS AND APPEALS

113.1 Appointment. There is hereby established a board to be called the Building Board of Adjustments and Appeals, which shall consist of seven members and two alternates. The applicable governing body shall appoint the Board.

113.2 Membership and Terms.

113.2.1 Membership. The Building Board of Adjustments and Appeals shall consist of seven members. Such board members shall be composed of individuals with knowledge and experience in technical codes, including, to the greatest extent possible, an architect, engineer, general contractor, electrical contractor, HVAC contractor, plumbing contractor, and any other licensed contractor category. In addition to the regular members, there should be two alternate members, one member with the qualifications referenced above and one member at large from the public. A board member shall not act in a case in which he or she has a personal or financial interest.

113.2.2.1 Terms. The terms of office of the board members shall be staggered so no more than one-third of the board is appointed or replaced in any 12-month period. The two alternates, if appointed, shall serve one-year terms. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made.

113.2.2.2. Removal from office. Members shall be automatically removed for lack of attendance. Lack of attendance is defined as a failure to attend three (3) consecutive meetings or more than one-half of the meetings scheduled during a calendar year. Participation for less than three-fourths of a meeting shall be the same as a failure to attend a meeting. Members removed pursuant to this provision shall not continue to serve on the board, and such removal shall create a vacancy.

113.2.3 Quorum and voting. A simple majority of the board shall constitute a quorum. In varying any provision of this code, the affirmative votes of the majority present, but not less than three affirmative votes, shall be required. In modifying a decision of the Building Official, not less than four affirmative votes, but not less than a majority of the board, shall be required. In the event that regular members are unable to attend a meeting, the alternate members, if appointed, shall vote.

113.2.4 Secretary of board. The Building Official or his/her authorized representative shall act as secretary of the board and shall make a record of all of its proceedings, which shall set forth the reasons for its decision, the vote of each member, the absence of a member, and any failure of a member to vote.

113.3 Powers. The Building Board of Adjustments and Appeals shall have the power, as further defined in section 113.4 of this code, to hear appeals of decisions and interpretations of the Building Official and consider variances of the technical codes.

113.4 Appeals.

113.4.1 Decision of the Building Official. The owner of a building, structure or service system, or duly authorized agent, may appeal a decision of the Building Official to the Building Board of Adjustments and Appeals whenever any one of the following conditions are claimed to exist:

1. The Building Official rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building, structure or service system.

2. The provisions of this code do not apply to this specific case.

3. That an equally good or more desirable form of installation can be employed in any specific case, which the Building Official has rejected or refused.

4. The true intent and meaning of this code or any of the regulations hereunder have been misconstrued or incorrectly interpreted.

113.4.2 Variances. The Building Board of Adjustments and Appeals, when upon written request, has been so appealed to and after a hearing, may vary the application of any provision of this code to any particular case when, in its opinion, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of this or the technical codes or public interest, and also finds all of the following:

1. That special conditions and circumstances exist which are peculiar to the building, structure or service system involved and which are not applicable to others.

2. That the special conditions and circumstances do not result from the action or inaction of the applicant.

3. That granting the variance requested will not confer on the applicant any special privilege that is denied by this code to other buildings, structures or service systems.

4. That the variance granted is the minimum variance that will make possible the reasonable use of the building, structure, or service system.

5. That the grant of the variance will be in harmony with the general intent and purpose of this code and will not be detrimental to the public health, safety, and general welfare.

113.4.2.1 Conditions of the variance. In granting the variance, the board may prescribe a reasonable time limit within which the action for which the variance is required shall be commenced or completed or both. In addition, the board may prescribe appropriate conditions and safeguards in conformity with this code. Violation of the conditions of a variance shall be deemed a violation of this code.

113.4.3 Notice of appeal. Notice of appeal shall be in writing and filed within 30 calendar days after the Building Official renders the decision. Appeals shall be in a form acceptable to the Building Official.

113.4.4 Unsafe or dangerous buildings or service systems. In the case of a building, structure or service system, which in the opinion of the Building Official, is unsafe, unsanitary or dangerous, the Building Official may, in the order, limit the time for such appeals to a shorter period.

113.5 Procedures of the board.

113.5.1 Rules and regulations. The board shall establish rules and regulations for its own procedures that are not inconsistent with the provisions of this code. The board shall meet upon the call of the chairman, following a request to call a meeting by the secretary. The board shall meet within 30 calendar days after receiving notice of appeal.

113.5.1.1 Rules of Evidence. Formal rules of evidence shall not apply, but fundamental due process should be observed and govern the proceedings. Upon determination by the chairman, irrelevant, immaterial, or unduly repetitious evidence may be excluded, but all other evidence of a type commonly relied upon by reasonable, prudent persons in the conduct of their affairs shall be admissible, whether or not such evidence would be admissible in a trial in the courts of Florida. Any part of the evidence may be received in written form. The Board may request certain evidence from the petitioner to be provided by an architect or engineer registered in the State of Florida, in which case, said evidence shall be signed, sealed, and dated.

113.5.1.2 Testimony. Any member of the Board or the attorney representing the Board may inquire of, or question, any witness before the Board. Any member of the Board, the petitioner or his/her attorney, and/or the Building Official shall be permitted to inquire of any witness before the Board. The Board may consider testimony presented by the Building Official, the petitioner, or any other witness.

113.5.2 Decisions. The Building Board of Adjustments and Appeals shall, in every case, reach a decision without unreasonable or unnecessary delay. Each board decision shall also include the reasons for the decision. If a decision of the board reverses or modifies a refusal, order, or disallowance of the Building Official or varies the application of any provision of this code, the Building Official shall immediately take action in accordance with such decision. Every decision shall be promptly filed in writing in the office of the Building Official and shall be open to public inspection. A certified copy of the decision shall be sent by mail or otherwise to the appellant and a copy shall be kept publicly posted in the office of the Building Official for two weeks after filing. Every decision of the board shall be final; subject, however, to such remedy as any aggrieved party might have at law or in equity.

113.6 Local Construction Regulation Board. The local government may also utilize this Board to convene as the Local Construction Regulation Board (LCRB), as provided in section 489.113, Florida Statutes. The LCRB may deny, suspend, revoke, or limit the authority of a certified contractor to obtain a building permit or permit with specific conditions, if the LCRB has found such contractor, through public hearing, to be guilty of fraud or a willful building code violation within the county or municipality that the LCRB

represents. The LCRB may also deny, suspend, revoke, or limit the authority of a certified contractor to obtain a building permit or permit with specific conditions, if it has proof through the public hearing process that a contractor has been found guilty in another county or municipality within the past 12 months of fraud or a willful building code violation and after providing notice of an opportunity to be heard to the contractor, finds that such fraud or violation would have been fraud or a violation if committed in the county or municipality that the LCRB represents. Notification of and information concerning such permit denial shall be submitted to the division within 15 days after the LCRB decides to deny the permit.

SECTION 114
VIOLATIONS

114.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

114.2 Notice of violation. The Building Official is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

114.3 Prosecution of violation. If the notice of violation is not complied with promptly, the Building Official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

114.5 **Enforcement.** Nothing in this section shall prevent the authority having jurisdiction from imposing fines, liens, or seeking injunctive relief, or exercising other enforcement powers as permitted by law. Code enforcement and penalties of part I of chapter 162, Florida Statutes, shall be authorized if building work begins without payment of all required fees, and for the purposes of enforcing this code, code officials licensed under part XII of chapter 468, Florida Statutes, are deemed “Code Inspectors,” as defined in section 162.04, Florida Statutes.

SECTION 115
STOP WORK ORDER

115.1 Authority. Whenever the Building Official finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the Building Official is authorized to issue a stop work order.

115.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, the authorized agent, or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume. Where an emergency exists, the Building Official shall not be required to give a written notice prior to stopping the work.

115.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

SECTION 116
UNSAFE STRUCTURES AND EQUIPMENT

116.1 Unsafe buildings or systems. All buildings, structures, electrical, gas, mechanical or plumbing systems which are unsafe, unsanitary, or do not provide adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use, constitute a hazard to safety or health, are considered unsafe buildings or service systems. All such unsafe buildings, structures or service systems are hereby declared illegal and shall be ordered by the Building Official to be abated by the owner, through repair and rehabilitation or by demolition in accordance with this Code. The extent of repairs shall be determined by the Building Official. When the Building Official determines that an unsafe building, structure, or service system cannot be reasonably repaired in accordance with this or the technical codes, it shall be demolished in accordance with this section.

116.1.1 When the Building Official determines a building, structure, electrical, gas, mechanical or plumbing system or portion thereof is unsafe, as set forth in this Code, he/she shall provide the owner, agent or person in control of such building, structure, electrical, gas, mechanical or plumbing system *A* written notice of violation stating the defects thereof. This notice shall require the owner, within a stated time, either to complete specified repairs or improvements or to demolish and remove the building, structure, electrical, gas, mechanical, or plumbing system, or any portion thereof.

116.1.1.1 In addition to the written notice being sent by certified mail, return receipt requested to the record owner(s) of the real property upon which the unsafe building, structure, system is located, the Building Official shall post a copy of the notice in a conspicuous place in City Hall, upon the building, structure or system, and a copy shall be recorded in the public records of Palm Beach County.

116.1.1.2 In addition, a copy of the notice, as outlined in this sub-section, shall be published simultaneously for two consecutive weekends in a newspaper of local circulation. Such notice shall be substantially in the following form:

NOTICE OF INTENT TO DEMOLISH OR SUBSTANTIALLY REPAIR AND INSPECT

(Insert Date of Notice)

The owner or other interested parties for the structure located at (address) are hereby notified that the City of Boynton Beach, Florida will proceed to have the building, structure, or system repaired, demolished, or removed (insert stipulated time) after the date of this Notice, if said building, structure, or system is not substantially repaired, demolished, or removed by that date. All costs incurred by the City in connection with the repair, demolition or removal will be assessed against the property.

If, as a result of this Notice, the building, structure or system is substantially repaired, demolished, or removed by the owner, notice is hereby given that work to abate the unsafe condition requires building permits and inspections for code compliance, and all related fees are required to be paid prior to performing the work or receiving certification of code compliance.

To request an extension of time, the owner should contact (Contact Person and Phone Number) within ten (10) days of the date of this Notice. Said request for extension must be made in writing to the Building Official.

An affected owner or duly authorized agent has the right to appeal this action to the Building Board of Adjustments and Appeals. An application for appeal should be filed in writing and hearing costs paid by the affected owner or duly authorized agent, at the City of Boynton Beach Building Division Office, within (insert stipulated time) of the date of this Notice. The fee to cover hearing costs shall be established by ordinance.

116.1.1.3 Evidence that an attempt has been made to hand deliver or mail the Notice, as provided herein, together with a copy of the recorded "Notice of Intent to Demolish or Substantially Repair and Inspect" at the Clerk of the Court Office, and proof of publication, shall be sufficient to show that the notice requirements of this section have been met, without regard to whether or not the owner actually received said notice.

116.1.2 If necessary, the notice shall also require the building, structure, electrical, gas, mechanical, plumbing systems or portion thereof to be vacated and/or disconnected and not reoccupied and/or reconnected until the specified repairs and improvements are completed, inspected and approved by the Building Official. The Building Official shall post at each entrance to the building a placard stating: THIS BUILDING IS UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED BY THE BUILDING OFFICIAL. This placard shall remain posted until the required repairs are made or demolition is completed. It shall be unlawful for any person, firm, or corporation, or its officers, agents, or other servants, to remove the posting without written permission of the Building Official, or for any person

to enter the building, or use the building or system(s) except for the purpose of making the required repairs or of demolishing same.

116.1.3 In case the owner, agent, or person in control cannot be found within the stated time limit, or, if such owner, agent, or person in control shall fail, neglect, or refuse to comply with notice to repair, rehabilitate, or to demolish, and remove said building, structure, electrical, gas, mechanical or plumbing system or portion thereof, the Building Official, after having ascertained the cost may take action to cause such building, structure, electrical, gas, mechanical or plumbing system or portion thereof, to be demolished, secured, repaired, or required to remain vacant or unused. Taking such action does not create a continuing obligation on the part of the Building Official to continue with maintaining such building, structure, or system; or create liability for any damage to the property.

116.1.4 The decision of the Building Official shall be final in cases of emergency, which, in the opinion of the Building Official, involve imminent danger to human life or health, or the property of others. He/she shall promptly cause such building, structure, electrical, gas, mechanical, or plumbing system or portion thereof to be made safe or cause its removal. For this purpose, he/she may at once enter such structure or land on which it stands, or abutting land or structures, with such assistance and at such cost as he may deem necessary. He/she may order the vacating of adjacent structures and may require the protection of the public by appropriate fence or such other means as may be necessary, and for this purpose may close a public or private way.

116.2 Reserved.

116.3 Administrative fines; costs to repair; liens. Costs incurred under sections 116.1.3 and 116.1.4 shall be charged to the owner of the premises involved. If charges are not paid within a ten (10) day period following mailing of the billing notification sent by certified mail, the owner of the premises will be charged in the following manner:

1. The Building Official shall assess the entire cost of such vacation, demolition, securing, or removal against the real property upon which such cost was incurred, which assessment shall include but not be limited to all administrative costs, postal expenses, and shall constitute a lien upon such property superior to all others except taxes.

2. The Clerk of the Circuit Court shall file such lien in the County's Official Record Book showing the nature of such lien, the amount thereof, and an accurate legal description of the property, including the street address, which lien shall be effective from the date of filing and recite the names of all persons notified and interested persons. After three (3) months from the filing of any such lien which remains unpaid, the governing body may foreclose the lien in the same manner as mortgage liens are foreclosed. Such lien shall bear interest from the date of abatement of nuisance at the rate of ten (10) percent per annum and shall be enforceable if unsatisfied as other liens may be enforced by the governing agency.

116.4 Appeal. The owner, agent, or person in control of an unsafe structure or system shall have the right to appeal the decision of the Building Official, as provided hereinafter, and to appear before the Building

Board of Adjustments and Appeals at a specified time and place to show cause why they should not comply with said notice. Applicants shall apply for stay of demolition to the Building Board of Adjustments and Appeals within 30 days of Unsafe Structure Notice.

SECTION 117
VARIANCES IN FLOOD HAZARD AREAS

117.1 Flood hazard areas. Pursuant to section 553.73(5), Florida Statutes, the variance procedures adopted in the local floodplain management ordinance shall apply to requests submitted to the Building Official for variances to the provisions of section 1612.4 of the Florida Building Code, Building, or, as applicable, the provisions of section R322 of the Florida Building Code, Residential. This section shall not apply to section 3109 of the Florida Building Code, Building.

SECTION 118
WIND LOADS

(section 1609, Florida Building Code)

118.1 The basic wind speed in miles per hour, for development of wind loads, shall be determined from Figure 1609. Said Basic Wind Speed for Boynton Beach, as depicted on map Figure 1609A, Figure 1609B, and Figure 1609C, is hereby added to this code.

SECTION 119
SEVERABILITY

119.1 If any section, subsection, sentence, clause, or phrase of this code is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

The amendments repeal and replace the City's local administrative amendments to Chapter 1, Administration, of the Florida Building Code to conform to the 9th Edition (2026), which takes effect December 31, 2026. Most of the changes conform the City's administrative provisions to state law, including Chapter 2026-63, Laws of Florida. The amendments address permit exemptions, permit review timeframes, electronic permitting, permit expiration, inspections, and fees. They also reserve section 110.11, Building Recertification, which is relocated without change in substance to the Land Development Regulations by separate ordinance. The amendments are administrative only and do not change the technical requirements of the Florida Building Code.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

[1] See Section 166.041(4)(c), Florida Statutes.

☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful (if any):

The estimates and statements provided herein are based on information reasonably available to the City at the time of preparation and are not intended to constitute a guarantee or prediction of economic impact. This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/ 1/2026

Proposed Ordinance No. 26-033, First Reading, An Ordinance amending Part III, Land Development Regulations, Chapter 4, Article IX, to create a new Section 7, "Building Recertification," relocating the building milestone (recertification) inspection program from Section 110.11 of the City's administrative amendments to the Florida Building Code, and renumbering existing Section 7, "Enforcement and Penalties," as Section 8.

Requested Action: Staff recommends approval of Proposed Ordinance No. 26-033 on First Reading.

Explanation of Request:

The City's building recertification program currently sits in Section 110.11 of the Boynton Beach administrative amendments to Chapter 1 of the Florida Building Code. The City is concurrently updating its Chapter 1 administrative amendments for the 2026 edition of the Florida Building Code through a separate ordinance that repeals and replaces the existing local amendments. Rather than carry the recertification program forward in the building code amendments, staff recommends relocating it to the Land Development Regulations.

The recertification program governs the ongoing inspection and maintenance of existing aging buildings, not the standards for new construction. Placing it in the LDRs keeps it out of the building code update cycle, avoids the procedural limits that apply to local amendments to the Florida Building Code, and situates it with the City's other site development and enforcement provisions. The ordinance establishes the program's applicability, inspection and reporting requirements, deadlines, and enforcement, and includes a transition provision so that buildings already in the recertification process under Section 110.11 continue without interruption.

How will this affect city programs or services? The Building Department will continue to administer the recertification program. Property owners with buildings subject to recertification will see no change in their obligations as a result of the relocation itself.

Account Line Item and Description: No budgetary impact.

Fiscal Impact: No fiscal impact.

Attachments:
Ord 26-033 Agenda_Item_4866-2026_Proposed_Ord_26-XXX_Building_Recertification_Final (1).docx
Building Recertification Ordinace.docx
Agenda_Item_4866_-_2026_Business_Impact_Statement_-_Proposed_Ordinance_No._26-XXX.docx
Recertification Ordinance Presentation.pptx

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING PART III "LAND DEVELOPMENT REGULATIONS," CHAPTER 4 "SITE DEVELOPMENT STANDARDS," ARTICLE IX "BUILDING, CONSTRUCTION, AND HISTORIC PRESERVATION REQUIREMENTS," TO CREATE A NEW SECTION 7 ENTITLED "BUILDING RECERTIFICATION," RELOCATING THE BUILDING MILESTONE (RECERTIFICATION) INSPECTION PROGRAM FORMERLY CONTAINED IN SECTION 110.11 OF THE BOYNTON BEACH ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODE, AND TO RENUMBER THE EXISTING SECTION 7 "ENFORCEMENT AND PENALTIES" AS SECTION 8; TO ESTABLISH, IMPLEMENT, AND ENFORCE A BUILDING RECERTIFICATION PROGRAM FOR CERTAIN AGING BUILDINGS WITHIN THE CITY; PROVIDING FOR TRANSITION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part III "Land Development Regulations," Chapter 4 "Site Development Standards," Article IX "Building, Construction, and Historic Preservation Requirements" of the City's Code of Ordinances currently establishes permitting and approvals, certificates of occupancy, adoption of the Florida Building Code, Coastal building zone standards, historic preservation regulations, and enforcement; and

WHEREAS, the City adopts the Florida Building Code and the Boynton Beach Administrative Amendments thereto at Part III, Chapter 4, Article IX, Section 4 of the Code of Ordinances, entitled "Florida Building Code Requirements"; and

WHEREAS, by Ordinance No. 24-022, adopted November 4, 2024, the City Commission established a Building Milestone ("Recertification") Inspection Program to maintain the structural integrity and electrical service system safety of aging buildings throughout their service life, which

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program is presently contained in section 110.11 of the Boynton Beach Administrative Amendments to the Florida Building Code; and

WHEREAS, by enacting this Ordinance, the City Commission is repealing and replacing the Boynton Beach Administrative Amendments to the Florida Building Code for the 9th Edition (2026) of the Florida Building Code and reserving section 110.11, and the City Commission desires to relocate the Building Recertification Program to the Land Development Regulations without interruption; and

WHEREAS, section 553.899, Florida Statutes, establishes a statewide milestone inspection program for condominium and cooperative buildings that are three habitable stories or more in height, and section 553.899(3)(b), Florida Statutes, authorizes the local enforcement agency to determine that local circumstances, including environmental conditions such as proximity to salt water as defined in section 379.101, Florida Statutes, require that a milestone inspection be performed by December 31 of the year in which the building reaches 25 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter; and

WHEREAS, section 553.899(11), Florida Statutes, requires each municipal governing body to adopt an ordinance requiring that a condominium or cooperative association and any other owner subject to that section schedule or commence repairs for substantial structural deterioration within a specified timeframe after the local enforcement agency receives a phase

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two inspection report, and requires that such repairs be commenced within 365 days after receiving such report; and

WHEREAS, the City of Boynton Beach is a coastal community subject to environmental conditions, including proximity to salt water and salt-air exposure, that accelerate structural and electrical deterioration, and the City Commission finds that such local circumstances warrant a recertification trigger of 25 years of age and every 10 years thereafter; and

WHEREAS, the City Commission desires to establish the Building Recertification Program as an express Section of the Code of Ordinances, to be inserted immediately following Section 6 of Article IX, "Historic Preservation Requirements," as a self-contained program consistent with the other building-specific programs set forth in Article IX, and to renumber the existing Section 7, "Enforcement and Penalties," as Section 8; and

WHEREAS, the City Commission has determined that this amendment serves the public health, safety, and welfare of the citizens of the City of Boynton Beach.

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

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

Section 2: Part III "Land Development Regulations," Chapter 4 "Site Development Standards," Article IX "Building, Construction, and Historic Preservation Requirements" is hereby

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amended to create a new Section 7, entitled "Building Recertification," to be inserted immediately following Section 6, "Historic Preservation Requirements," to read as follows:

PART III LAND DEVELOPMENT REGULATIONS

...

CHAPTER 4. SITE DEVELOPMENT STANDARDS

...

ARTICLE IX. BUILDING, CONSTRUCTION, AND HISTORIC PRESERVATION REQUIREMENTS

...

Sec. 7. Building Recertification.

A. General.

1. Purpose and intent. The purpose of this Section is to maintain the structural integrity and the safety of the electrical service system of buildings throughout their service life, so that such buildings do not pose a threat to the public health, safety, or welfare. Building Recertification inspections shall be for the purpose of determining, to the extent reasonably possible, the general structural condition of any part, material, or assembly of a building or structure that affects the safety of such building or structure or that supports any dead or design live load, and the general condition of its electrical service system.

2. Definitions. All terminology used in this Section shall be as defined herein or, if not defined, given plain meaning by reference to standard dictionary definition. When interpretation is required by reference to a source more definitive than this Section or a dictionary, reference shall first be made to publications of the American National Standards Institute (ANSI).

Condominium or cooperative building. Means a building that is three habitable stories or more in height as determined by the Florida Building Code and that is subject, in whole or in part, to the condominium or cooperative form of ownership as a residential condominium under chapter 718, Florida Statutes, or a residential cooperative under chapter 719, Florida Statutes.

Building age. Means the time period since the issuance of the certificate of occupancy for the building. If the date of issuance of the certificate of occupancy is not available, the date of

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issuance shall be the date of occupancy evidenced in any record of the Building Official or, if no such record exists, shall be determined by the Building Official based on the best available evidence.

Building Recertification inspection. Means a milestone inspection performed under this Section.

Electrical deficiency. Means a condition of the electrical service system that the licensed engineer or architect performing the inspection determines is unsafe or, if left unaddressed, would endanger life or property.

Milestone inspection. Means a structural inspection of a building, including an inspection of load-bearing elements and the primary structural members and primary structural systems as those terms are defined in section 627.706, Florida Statutes, by an architect licensed under chapter 481, Florida Statutes, or an engineer licensed under chapter 471, Florida Statutes, authorized to practice in this state, for the purposes of attesting to the life safety and adequacy of the structural components of the building and, to the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building, as provided in section 553.899, Florida Statutes. For purposes of this Section, a milestone inspection shall also include an inspection of the building's electrical service system. The purpose of such inspection is not to determine if the condition of an existing building is in compliance with the Florida Building Code, the National Electrical Code, or the fire safety code. The milestone inspection services may be provided by a team of professionals with an architect or engineer acting as a registered design professional in responsible charge, with all work and reports signed and sealed by the appropriate qualified team member.

Owner. Means the fee simple title holder of the land on which a building subject to Building Recertification inspection is situated. For a condominium or cooperative building, Owner means the condominium association or cooperative association and any owner of any portion of the building that is not subject to the condominium or cooperative form of ownership, each of which is responsible for ensuring compliance with this Section.

Substantial structural deterioration. Means substantial structural distress or substantial structural weakness that negatively affects a building's general structural condition and

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integrity. The term does not include surface imperfections such as cracks, distortion, sagging, deflections, misalignment, signs of leakage, or peeling of finishes unless the licensed engineer or architect performing the phase one or phase two inspection determines that such surface imperfections are a sign of substantial structural deterioration.

Threshold Building. As defined in section 553.71(12), Florida Statutes, means any building which is greater than 3 stories or 50 feet in height, or which has an assembly occupancy classification that exceeds 5,000 square feet in area and an occupant content of greater than 500 persons.

3. Applicability. Beginning on November 4, 2024 (the effective date of Ordinance No. 24-022), any building that meets the following criteria shall be subject to Building Recertification as provided in this Section:

a. Threshold buildings within Boynton Beach City limits — a milestone inspection must be performed by December 31 of the year in which the building reaches 25 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter.

b. Condominium or cooperative buildings within Boynton Beach City limits — a milestone inspection must be performed by December 31 of the year in which the building reaches 25 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter.

Exceptions:

(1) Single-family, two-family, three-family, and four-family dwellings, and townhouses, with three or fewer habitable stories above ground.

(2) State or University and Palm Beach County School buildings.

(3) U.S. Government, State of Florida, Palm Beach County and local municipal buildings.

4. Subsequent inspections. Subsequent Building Recertification inspections shall be required at ten (10) year intervals beginning on the date the first such recertification was required.

5. Backlog. Due to the initial backlog of buildings required to be recertified, the Building Official shall establish a recertification completion schedule based on factors that may include, but are not limited to, a building's age, location, construction materials, occupancy load, and

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function. This completion schedule shall include a recertification deadline for each building that requires recertification and may be amended by the Building Official as necessary or advisable.

6. Other authority preserved. Nothing in this Section shall be construed to prevent or limit the Building Official's authority to inspect, order inspections or reports, or abate unsafe conditions at existing buildings outside of the requirements of this Section, including, but not limited to, the Building Official's authority pursuant to the Florida Building Code and the Boynton Beach Administrative Amendments to the Florida Building Code.

7. Public records. Building Recertification inspection reports and other information received by the City in connection with the Building Recertification inspections shall be available to the public consistent with the requirements of Chapter 119, Florida Statutes.

8. Access. The Owner shall provide the inspecting professional(s) with access to all areas of the building that the inspecting professional(s) deem necessary to complete the Building Recertification inspection.

9. Duty to report. Any engineer or architect who performs an inspection of an existing building or structure has a duty to report to the Building Official any findings that, if left unaddressed, would endanger life or property no later than ten (10) days after informing the building owner of such findings unless the engineer or architect is made aware that action has been taken to address such findings in accordance with applicable code. However, if such engineer or architect finds that there are conditions in the building or structure causing an actual or immediate danger of the failure or collapse of a building or structure, or there is a health, windstorm, or fire hazard, such engineer or architect shall report such conditions to the Building Official within twenty-four (24) hours of the time of discovery.

10. Revocation. The Building Official may revoke the acceptance of any Building Recertification inspection report if the Building Official determines that the Building Recertification inspection report contains any misrepresentation of the actual conditions of the building or structure.

B. Recertification procedure.

1. Inspection notification. Upon determining that a building must have a Building Recertification inspection, the Building Official shall provide written notice of such required inspection to the Owner, including, for a condominium or cooperative building, the

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condominium association or cooperative association and any owner of any portion of the building that is not subject to the condominium or cooperative form of ownership, by certified mail, return receipt requested. The Building Official shall endeavor to provide such notice not less than one year (365 calendar days) before the deadline under subsection A.3, and may provide such additional notice as the Building Official deems appropriate and useful. Within 14 days after receipt of the notice, the condominium or cooperative association shall notify the unit owners of the required inspection and the date by which it must be completed, as required by section 553.899(5), Florida Statutes.

2. Unclaimed notice. In the event that the Notice of Building Recertification is returned unclaimed, said Notice shall be posted by the Building Official at the building. Failure to receive notice of any required inspection shall not relieve the Owner of its obligations pursuant to this Section.

3. Phase One inspection. Within 180 calendar days after receiving the written notice under subsection B.1, the Owner must complete Phase One of the Building Recertification inspection. For purposes of this Section, completion of Phase One means the licensed Engineer or Architect who performed the Phase One inspection submitted the inspection report to the Building Official by e-mail, United States Postal Service, or commercial delivery service, as provided in section 553.899(6), Florida Statutes.

4. When Phase Two not required. If the Architect or Engineer finds no signs of substantial structural deterioration to any building components and no electrical deficiency under visual examination, a Phase Two Building Recertification inspection is not required.

5. Phase One report. The Architect or Engineer who completes a Phase One Building Recertification inspection shall prepare and submit to the Building Official the Building and Electrical Recertification Inspection report and any additional comments or observations of the conditions of the building.

6. Phase Two inspection. A Phase Two Building Recertification inspection must be performed if any substantial structural deterioration or electrical deficiency is identified during the Phase One inspection. A Phase Two inspection may involve destructive or nondestructive testing at the inspector's direction. The inspection may be as extensive or as limited as necessary to fully assess areas of structural distress in order to confirm that the building is electrically and structurally sound and safe for its intended use and to recommend a program for fully

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assessing and repairing distressed and damaged portions of the building and electrical service system. When determining testing locations, the inspector must give preference to locations that are the least disruptive and most easily repairable while still being representative of the structure. If a Phase Two inspection is required, within 180 calendar days after submitting the Phase One inspection report, the architect or engineer performing the Phase Two inspection shall submit a Phase Two progress report to the Building Official with a timeline for completion of the Phase Two inspection.

7. Drafts provided to owner. All drafts and versions of the report, or portions of the report, that are provided to the owner shall also be provided to the Building Official.

8. Report contents. Upon completion of a Phase One or Phase Two inspection, the architect or engineer who performed the inspection shall submit a sealed copy of the inspection report, with a separate summary of, at minimum, the material findings and recommendations in the inspection report, to the Owner and to the Building Official. The structural and electrical service system inspection reports must, at a minimum, meet all of the following criteria, including the required information from the Building and Electrical Guidelines as provided by the Building Official:

a. Name of Inspection Firm or individual, inspection date, inspection made by, address, email, and phone number.

b. Bear the seal and signature, or be electronically signed, of the licensed engineer or architect who performed the inspection.

c. Indicate the manner and type of inspection, Phase One or Phase Two, forming the basis for the inspection report.

d. Building/structure address, property control number, legal description, owner's name, owner mailing address, and phone number.

e. Reasonably known age of building, number of stories, and square footage.

f. Construction type and occupancy classification in accordance with Building Code edition.

g. Identify any substantial structural deterioration or electrical deficiency, within a reasonable professional probability based on the scope of the inspection, describe the extent of such deterioration, and identify any recommended repairs for such deterioration.

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h. State whether unsafe or dangerous conditions, as those terms are defined in the Florida Building Code or National Electrical Code, were observed.

i. Recommend any remedial or preventive repair for any items that are damaged but are not substantial structural deterioration or that do not render the electrical service system unsafe.

j. Identify and describe any items requiring further inspection and supporting documentation.

C. Review.

1. Administrative review. The Building Official will perform an administrative review of the Building Recertification inspection reports to determine whether they satisfy the requirements of this Section. If the Building Official determines that the Building Recertification inspection reports do not satisfy the applicable requirements, the Building Official will notify the owner of the deficiencies in writing within 30 days of submittal, and the owner shall have 30 calendar days from such determination to make necessary changes to the report and resubmit for review. Up to three resubmittals are allowed in order to reach a determination that the requirements have been satisfied.

2. Referral after third resubmittal. If, after the third resubmittal, the Building Official determines that the report(s) do not satisfy the requirements, the Building Official may refer the matter to the Special Magistrate or Code Enforcement Board, as appropriate, for enforcement pursuant to chapter 162, Florida Statutes, and Section 8 of this Article.

3. Repair plan and schedule. If the Phase Two inspection report identifies substantial structural deterioration or an electrical deficiency requiring repair or modification, the Owner shall submit a plan to correct the deficiencies ("repair plan") to the Building Official within 60 calendar days from the date the Building Recertification inspection reports are determined by the Building Official to satisfy the requirements of this Section.

4. Repair plan contents. The repair plan shall include a detailed proposed schedule to complete said repairs, including a schedule for submittal of application(s) for any required permit(s). The repair plan, including the schedule for completion of repairs, shall be subject to review and approval by the Building Official.

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5. Commencement of repairs. Notwithstanding any other provision of this Section, the Owner shall commence repairs for substantial structural deterioration identified in a Phase Two inspection report within the time set in the approved repair plan, and in no event later than 365 calendar days after the Building Official receives the Phase Two inspection report. The Owner shall submit proof to the Building Official that the repairs have been scheduled or commenced within that time. If the Owner fails to submit such proof within the required time, the Building Official shall review and determine whether the building is unsafe for human occupancy, as required by section 553.899(11), Florida Statutes, and may take any action authorized by the Florida Building Code and this Code.

6. Time to correct. Deficiencies that pose an immediate threat to life, health, or safety, or where failure of a critical component is imminent, shall be addressed immediately, including any shoring, barricading, or restriction of occupancy directed by the Building Official, and shall be permitted and corrected within the time specified by the Building Official. All other deficiencies shall be permitted and corrected within 180 calendar days from the date the Building Recertification inspection reports are determined by the Building Official to satisfy the requirements of this Section, unless otherwise specified by the Building Official in the approved repair plan.

7. Extension of time to correct. For deficiencies that cannot be corrected within 180 calendar days, the time frame may be extended when a time frame is specified by the Professional Engineer or Registered Architect and approved by the Building Official. Such extension shall be contingent on maintaining an active building permit as specified in section 105.4.1 of the Boynton Beach Administrative Amendments to the Florida Building Code.

8. Completion. Once the corrections have been completed, the Engineer(s) or Architect shall re-inspect the areas noted in the original report and provide the building owner with an electronically signed letter confirming that all corrections have been completed. The building owner shall submit that letter to the Building Official.

D. Enforcement.

1. Enforcement hearing. The Building Official may refer any of the following to the Special Magistrate or Code Enforcement Board, as appropriate, for enforcement pursuant to Chapter 162, Florida Statutes, and Section 8 of this Article:

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a. The owner fails to submit the Building Recertification inspection reports by the required deadline under subsection B of this Section.

b. The Building Official determines that the owner failed to make required changes and resubmit the report within the required time frames under subsection C of this Section.

c. The owner fails to submit the repair plan or fails to commence repairs within the required time frames under subsection C of this Section.

d. The Building Official determines that the Building Recertification inspection report contains any misrepresentation of the actual conditions of the building or structure.

2. Emergency hearing. If the Building Official determines that a violation of this Section presents a serious threat to the public health, safety, and welfare, the Building Official may request an emergency hearing pursuant to section 162.06(4), Florida Statutes.

3. Timelines and penalties. Pursuant to section 553.899(10), Florida Statutes, the Building Official may prescribe timelines and penalties with respect to compliance with this Section.

4. Extensions. The Building Official may issue an extension of not more than 60 calendar days to submit a recertification report or to obtain any necessary permits upon a written extension request from an engineer or architect, upon a showing of good cause by the Owner that the inspection cannot be timely completed, where the Owner has entered into a contract with an architect or engineer to perform the milestone inspection and the inspection cannot reasonably be completed before the deadline, or other circumstance to justify an extension. Such request must contain a signed and sealed statement from the engineer or architect that the building may continue to be safely occupied.

E. Transition.

All notices, completion schedules, extensions, inspection reports, repair plans, determinations, and enforcement actions issued, accepted, approved, or commenced under former Section 110.11 of the Boynton Beach Administrative Amendments to the Florida Building Code remain in full force and effect and shall continue under this Section as if issued, accepted, approved, or commenced under this Section. Former Section 110.11 shall continue to govern until this Section takes effect.

...

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Section 3: The existing Section 7 of Part III, Chapter 4, Article IX, entitled "Enforcement and Penalties," is hereby renumbered as Section 8, and is not otherwise amended, to read as follows:

PART III LAND DEVELOPMENT REGULATIONS

…

CHAPTER 4. SITE DEVELOPMENT STANDARDS

…

ARTICLE IX. BUILDING, CONSTRUCTION, AND HISTORIC PRESERVATION REQUIREMENTS

…

Sec. ~~7~~8. Enforcement and Penalties.

The City or any other legal authority shall enforce any violation of this article pursuant to the penalty provisions contained in Chapter 1, Article I, Section 7 of these Land Development Regulations.

Section 4: Codification. It is the intention of the City Commission of the City of Boynton Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Boynton Beach, Florida, 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. Upon final adoption, the City Clerk shall transmit a copy of this Ordinance to the Development Department for inclusion in the City's Land Development Regulations.

Section 5: 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

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or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 6: Conflicts. That all Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 7: Effective Date. This Ordinance shall take effect on December 31, 2026, concurrent with the effective date of Ordinance No. 26-032, which adopts the Boynton Beach Administrative Amendments to the Florida Building Code for the 9th Edition (2026) of the Florida Building Code and reserves section 110.11.

[Signatures Page to Follow]

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FIRST READING this _____ day of _____, 2026.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2026.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Thomas Turkin	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Tammy Stanzione
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

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Sec. 1. Building recertification

1. Purpose and Intent. Maintaining the structural integrity of a building throughout the life of the building, in order to ensure that buildings are structural and electrical service system are sound so as to not pose a threat to the public health, safety, or welfare. Building Recertification inspections shall be for the purpose of determining the structural & electrical service system of the building or structure to the extent reasonably possible of any part, material or assembly of a building or structure which affects the safety of such building or structure and/or which supports any dead or designed live load, and the general condition of its electrical service system(s) pursuant to the Building Code.

2. Terms used in this section. All terminology used in this section shall be as defined herein or, if not defined, given plain meaning by reference to standard dictionary definition. When interpretation is required by reference to a source more definitive than this code or a dictionary, reference shall first be made to publications of the American National Standards Institute (ANSI):

(a) Condominium/Cooperatives. An owner or owners of a building that is three stories or more in height as determined by the Florida Building Code and that is subject, in whole or in part, to the condominium or cooperative form of ownership as a Residential Condominium association as defined under Florida Statute 718 and Residential Cooperative association as defined under Florida Statute 719.
(b) Building age. Means the time period since the issuance of a certificate of occupancy or, where adequate records are not available to determine when a certificate of occupancy was issued, shall be determined by the Building Official based on the best available evidence.
(c) Owner. Means the fee simple title holder of the land on which a building subject to Building Recertification inspection is situated or, in the case of condominium or cooperative type of ownership, shall mean the person or entity responsible for the structure and common systems of a building subject to Building Recertification inspection.
(d) Threshold Building. In accordance with section 553.71, Florida Statute, means any building which is greater than 3 stories or 50 feet in height, or which has an assembly occupancy classification that exceeds 5,000 square feet in area and an occupant content of greater than 500 persons.

3. Beginning on December 6, 2022 (effective date of Ordinance No. 22-025), any building that meets the following criteria shall be subject to recertification as provided in this section.

(a) Threshold buildings within Boynton Beach City limits, a milestone inspection must be performed by December 31st of the year in which the building reaches 25 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter.

(b) Condominium associations and Cooperative associations within Boynton Beach City limits, that are three habitable stories or more in height, a milestone inspection must be performed by December 31st of the year in which the building reaches 25 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter.

Exceptions:

(i) Single-family, two-family, three-family and Townhomes with three or fewer habitable stories above ground.
(ii) State or University and Palm Beach County School buildings.
(iii) U S Government, State of Florida, Palm Beach County and local municipal buildings.

4. Subsequent Building Recertification inspections shall be required at ten (10) year intervals beginning on the date the first such recertification was required.

5. Due to the initial backlog of buildings required to be recertified, the Building Official shall establish a completion schedule for recertification, which shall be based upon factors that may include, but shall not be limited to, the age, location, construction materials, occupancy load, and function of a building. This completion schedule shall include a recertification deadline for each building for which recertification is required and may be amended by the Building Official as necessary or advisable.

6. Nothing in this section shall be construed to prevent or limit the Building Official's authority to inspect, order inspections or reports, or abate unsafe conditions at existing buildings outside of the requirements of this section, including, but not limited to, the Building Official's authority pursuant to Florida Building Code and Boynton Beach Administrative Code.

7. Public Records. Building Recertification inspection reports and other information received by the City in connection with the Building Recertification inspections shall be available to the public consistent with the requirements of Florida Statute 119.

8. The inspecting professional(s) shall have a right of entry into all areas he/she deems necessary to comply with the Building Recertification inspection.

9. Any engineer or architect who performs an inspection of an existing building or structure has a duty to report to the Building Official any findings that, if left unaddressed, would endanger life or property no later than ten (10) days after informing the building owner of such findings unless the engineer or architect is made aware that action has been taken to address such findings in accordance with applicable code. However, if such engineer or architect finds that there are conditions in the building or structure causing an actual or immediate danger of the failure or collapse of a building or structure, or there is a health, windstorm or fire hazard, such engineer or architect shall report such conditions to the Building Official within twenty-four (24) hours of the time of discovery.

10. The Building Official may revoke any recertifications if the Building Official determines that the written recertification report contains any misrepresentation of the actual conditions of the building or structure.

Sec. 2. Recertification procedure

1. The Building Official shall provide written notices of such required inspection to the owner, by certified mail, return receipt requested not less than one year (365 calendar days) prior to the recertification anniversary year, and may provide such additional notice as the Building Official deems appropriate and useful.

2. In the event that the Notice of Building Recertification is returned unclaimed, said Notice shall be posted by the Building Official at the building. Failure to receive notice of any required inspection shall not relieve the Owner of its obligations pursuant to this section.

3. Within 180 calendar days after receiving the written notice the owner or owners of the building must complete Phase One of the Building Recertification inspections. For purposes of this section, completion of Phase One of the Building Recertification means the licensed Engineer or Architect who performed the Phase One inspection submitted electronically with a verifiable digital signature as described in section 668.001, Florida Statutes.

4. The inspecting professional(s) shall have a right of entry into all areas he/she deems necessary to comply with the Building Recertification inspection.

5. If the Architect or Engineer finds no signs of electrical service system or substantial structural deterioration to any electrical service system or building components under visual examination, Phase Two Building Recertification inspection is not required.

6. The Architect or Engineer who completes a Phase One Building Recertification inspections shall prepare and submit to the Building Official, the Building and Electrical Recertification Inspection report and any additional comments or observations of the conditions of the building.

7. Phase Two Building Recertification inspections must be performed if any electrical service system or substantial structural deterioration is identified during Phase One Inspection. A Phase Two inspection may involve destructive or nondestructive testing at the inspector's direction. The inspection may be as extensive or as limited as necessary to fully assess areas of structural distress in order to confirm that the building is electrically and structurally sound and safe for its intended use and to recommend a program for fully assessing and repairing distressed and damaged portions of the building and electrical service system. When determining testing locations, the inspector must give preference to locations that are the least disruptive and most easily repairable while still being representative of the structure.

8. All drafts/versions of the report, or portions of the report, that are provided to the owner shall also be provided to the Building Official.

9. The structural and electrical service system inspection reports must, at a minimum, meet all of the following criteria including the required information from Building and Electrical Guidelines as provided by the Building Official:

a. Name of Inspection Firm or individual, Inspection date, Inspection made by, address, email and phone number

b. Bear the seal and signature, or electronically signed, of the licensed engineer or architect who performed the inspection.

c. Indicate the manner and type of inspection, Phase one or Phase two, forming the basis for the inspection report.

d. Building/structure address, property control number, legal description, owners name, owner mailing address and phone number

e. Reasonably known age of building, number of stories and square footage

6. Construction type and Occupancy classification in accordance with Building Code edition

f. Identify any electrical service system and substantial structural deterioration, within a reasonable professional probability based on the scope of the inspection, describe the extent of such deterioration, and identify any recommended repairs for such deterioration.

g. State whether unsafe or dangerous conditions, as those terms are defined in the Florida Building Code or National Electrical Code, were observed.

h. Recommend any remedial or preventive repair for any items that are damaged but are not substantial structural deterioration or the electrical service system unsafe.

i. Identify and describe any items requiring further inspection and supporting documentation.

Sec. 3. Review

1. The Building Official and Floodplain Manager will perform an administrative review of the Building Recertification inspection reports to determine whether it satisfies the requirements of this section and chapter 4 article X City of Boynton Flood ordinance. If the Building Official determines that the Building Recertification inspection reports do not satisfy the applicable requirements, the Building Official will notify the owner of the deficiencies in writing within 30 days of submittal, the owner shall have 30 calendar days from such determination to make necessary changes to the report and resubmit for review. Up to three resubmittals are allowed to reach a determination that the requirements have been satisfied.

2. If after the third resubmittal, the Building Official determines that the Report(s) do not satisfy the requirements, the matter shall be automatically sent to the Special Magistrate or Code Enforcement Board, as appropriate.

3. In the event the electrical service system, structural repairs or modifications are found by the Architect or Engineer retained by the building owner to be necessary as documented by the Phase Two Inspection report, the owner shall have 60 calendar days from the date the Building Recertification inspection reports is determined by the Building Official to satisfy the requirements of this section.

4. The owner shall submit a plan to correct the deficiencies ("repair plan"), which repair plan shall include a detailed proposed schedule to complete said repairs, including a schedule for submittal of application(s) for any required permit(s). The repair plan, including the schedule for completion of repairs, shall be subject to review and approval by the Building Official.

5. The owner shall have a total of 180 calendar days from the date of the Building Recertification inspection reports is determined by the Building Official to satisfy the requirements of this section, unless otherwise specified by the Building Official, in which to permit and correct the structural and electrical service system deficiencies that pose an immediate threat to life, health, safety or where failure of a critical component is imminent.

6. For deficiencies that cannot be corrected within 180 calendar days, the time frame may be extended when a time frame is specified by the Professional Engineer or Registered Architect and approved by the Building Official. Such extension shall be contingent on maintaining an active building permit as specified in section 105.4.1 Boynton Beach Administrative Code.

7. Once the corrections have been completed, the Engineer(s), or Architect shall re-inspect the areas noted on the original report and shall provide the building owner with an electronically signed letter, stating all corrections have all been completed. The building owner shall submit that letter to the Building Official.

Sec. 3. Enforcement

1. The Building Official may elect the choice of either a Special Magistrate or Code Enforcement Board as set forth under chapter 162, Florida Statutes to conduct an emergency hearing if any of the following occurs;

a. The owner, fails to submit the Building Recertification inspection reports by the required deadline.

b. The Building Official determines the owner failed to make required changes and resubmit the report within required time frames.

c. The owner, fails to submit the Repair Plan and Schedule by the required time frames.

d. The Building Official may prescribe timelines and penalties with respect to compliance with this section.

e. The Building Official determines that the written recertification report contains any misrepresentation of the actual conditions of the building or structure.

2. The Building Official may issue an extension of not more than 60 calendar days to submit a recertification report or to obtain any necessary permits upon a written extension request from an engineer or architect. Such request upon showing good cause by the owner or owners of the building that the inspection cannot be timely completed if the owner or owners have entered into a contract with an architect or

engineer to perform the milestone inspection and the inspection cannot reasonably be completed before the deadline or other circumstance to justify an extension. Such request must contain a signed and sealed statement from the engineer or architect that the building may continue to be safely occupied.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING PART III "LAND DEVELOPMENT REGULATIONS," CHAPTER 4 "SITE DEVELOPMENT STANDARDS," ARTICLE IX "BUILDING, CONSTRUCTION, AND HISTORIC PRESERVATION REQUIREMENTS," TO CREATE A NEW SECTION 7 ENTITLED "BUILDING RECERTIFICATION," RELOCATING THE BUILDING MILESTONE (RECERTIFICATION) INSPECTION PROGRAM FORMERLY CONTAINED IN SECTION 110.11 OF THE BOYNTON BEACH ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODE, AND TO RENUMBER THE EXISTING SECTION 7 "ENFORCEMENT AND PENALTIES" AS SECTION 8; TO ESTABLISH, IMPLEMENT, AND ENFORCE A BUILDING RECERTIFICATION PROGRAM FOR CERTAIN AGING BUILDINGS WITHIN THE CITY; PROVIDING FOR TRANSITION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

In accordance with the City of Boynton Beach Amendments to the Florida Building Code, Section 110.11 establishes mandatory recertification requirements for existing buildings. This amendment requires that all buildings exceeding 25 years in age and that are Threshold buildings or Condominium associations and Cooperative associations, that are three habitable stories or more in height undergo a comprehensive structural and electrical safety inspection by qualified professionals. The inspection must be completed every 10 years thereafter to ensure continued compliance with current safety standards and municipal regulations. This ordinance is intended to safeguard public welfare, maintain building integrity, and promote proactive maintenance throughout the municipality.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):

The estimates and statements provided herein are based on information reasonably available to the City at the time of preparation and are not intended to constitute a guarantee or prediction of economic impact. This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.



Building Recertification Ordinance

John Kuntzman, Building Director

Building Department

Email: KuntzmanJ@bbfl.us

Phone: 561-742-6376

Reasons For Legislative Change

- Florida lawmakers updated the building height definition for milestone inspections from "three stories" to "three habitable stories" to clarify exactly which buildings are subject to strict structural inspections and reserve studies.
- This adjustment ensures that non-living areas are not counted when determining if a building meets the three-story threshold.



Definition Change

- **Condominium/Cooperatives**. Any building that is **three habital stories** or more in height as determined by the Florida Building Code and that is subject, in whole or in part, to the condominium or cooperative form of ownership as a Residential Condominium association as defined under Florida Statute 718 and Residential Cooperative association as defined under Florida Statute 719.

- “Habitable” stories, meaning floors used exclusively for parking, storage, or mechanical equipment may not count toward the three-story threshold.

- A mixed-use building that has a restaurant or office space on the first floor and two residential condo floors above it, the retail and business floor counts, making it a three-story building subject to the Recertification Program.

- This will not affect any buildings or structures in the City of Boynton Beach.

Current Recertification Numbers

- Inspection reports submitted: 94
- Phase I only: 67
- Phase II required: 27 – 40 buildings required some concrete restoration
- Recertification Certificates Issued: 66

THANK YOU



- JOHN KUNTZMAN, BUILDING DIRECTOR
- KUNTZMANJ@BBFL.US
- (561) 742-6376

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/ 1/2026

Consideration of Variance (ZNCV 2025.09.5739) for Wal Mart Stores East LP located at 3625 N Federal Highway.

Requested Action: Staff Recommends approval of a Development Order for a Variance (ZNCV 2025.09.5739) from Part III, Chapter 4, Article V, Section 2.C Table 4-18 "Commercial and Office & Health Care Uses," to grant approval to provide 373 parking spaces where 512 parking spaces are required, contingent upon satisfying all conditions indicated in Exhibit D - Conditions of Approval. Any additional conditions recommended or required by the City Commission shall be documented accordingly in the Conditions of Approval.

Explanation of Request: The subject property is approximately 9.24 acres (402,463 square feet) and is located at 3625 N Federal Highway. The parcel has a Local Retail Commercial (LRC) future land use designation and is zoned C3 (Community Commercial). The applicant, Wal Mart Stores East LP, through their agent Langan Engineering and Environmental Services, LLC, is submitting a Variance to the Land Development Regulations to seek approval to provide 373 parking spaces where 512 parking spaces are required.

In conjunction with this Major Site Plan Modification application, the applicant applied for a Major Site Plan Modification (MSPM 2025.09.5739) to construct a building addition of 3,473 square feet at Walmart located at 3625 N Federal Highway.

Staff has reviewed this Variance application against the general intent of the underlying C3 (Community Commercial) zoning district and Urban Commercial District overlay, their corresponding requirements, as well as against the Variance criteria (a-f), pursuant to Part III, Chapter 2, Article II, Section 4.D. *Variance to Land Development Regulations* of the city's Land Development Regulations (LDR). The proposal would be in harmony with surrounding developments while also maintaining citizens' general welfare.

Based on the analysis contained herein, staff recommends **APPROVAL** contingent upon satisfying all comments indicated in Exhibit D – Conditions of Approval.

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

Account Line Item and Description: N/A

Procurement Methodology Bids and Purchases Only: N/A

Fiscal Impact: N/A

Attachments:
Development Order _ ZNCV 2025.09.5739.docx
Staff Report_3625 N Federal Hwy_Variance (ZNCV 2025.09.5739).docx
Exhibit A - Location Map.pdf
Exhibit B - Project Description & Justification Statement.pdf
Exhibit C - Plans.pdf
Exhibit D - Conditions of Approval.docx

DEVELOPMENT ORDER OF
THE CITY COMMISSION OF
THE CITY OF BOYNTON BEACH, FLORIDA

PROJECT NAME: Walmart at Gulfstream Boulevard (ZNCV- 2025.09.5739)

APPLICANT: John Davis, Wal Mart Stores East LP

APPLICANT'S ADDRESS: 2608 SE J Street, Bentonville, AK 72716

DATE OF HEARING RATIFICATION BEFORE CITY COMMISSION: December 1, 2026

APPROVAL SOUGHT: Request for a Variance (ZNCV - 2025.09.5739) from Part III, Chapter 4, Article V, Section 2.C Table 4-18 "Commercial and Office & Health Care Uses" to grant approval to provide 373 parking spaces where 512 parking spaces are required, at Walmart located at 3625 N Federal Highway, in the C3 (Community Commercial) zoning district.

LOCATION OF PROPERTY: 3625 N Federal Highway

DRAWING(S): SEE EXHIBIT "C" ATTACHED HERETO.

_____ THIS MATTER was presented to the City Commission of the City of Boynton Beach, Florida on the date of hearing stated above. The City Commission having considered the approval sought by the applicant and heard testimony from the applicant, members of city administrative staff and the public finds as follows:

1. Application for the approval sought was made by the Applicant in a manner consistent with the requirements of the City's Land Development Regulations.

2. The Applicant
   ___ HAS
   ___ HAS NOT

   established by substantial competent evidence a basis for the approval requested.

3. The conditions for development requested by the Applicant, administrative staff, or suggested by the public and supported by substantial competent evidence are as set forth on Exhibit "D" with notation "Included."

4. The Applicant's request is hereby
   ___ GRANTED subject to the conditions referenced in paragraph 3 above.
   ___ DENIED

5. This Order shall take effect immediately upon issuance by the City Clerk.

6. All further development on the property shall be made in accordance with the terms and conditions of this order.

7. Other: _____
   _____
   _____

DATED: _____ _____
City Clerk

DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION

STAFF REPORT

TO:	Mayor and Members of the City Commission
THRU:	Gabe Sevigny Interim Planning and Zoning Division Director
FROM:	Yazan Bata Planner I
DATE:	November 3, 2026 CC Hearing Date: December 1, 2026
PROJECT:	Walmart at Gulfstream Boulevard Variance (ZNCV - 2025.09.5739)
REQUEST:	Request for a Variance (ZNCV - 2025.09.5739) from Part III, Chapter 4, Article V, Section 2.C. Table 4-18. *Commercial and Office & Health Care Uses*, to grant approval to provide 373 parking spaces where 512 parking spaces are required, within the Walmart parking lot, located at 3625 N Federal Highway, in the C3 (Community Commercial) zoning district.

PROJECT DESCRIPTION

Property Owner:	Wal Mart Stores East LP
Applicant:	John Davis
Agent:	Andrew Rakowski, Langan Engineering and Environmental Services, LLC
Location:	3625 N Federal Highway (Exhibit A – Location Map)
PCN:	08-43-46-04-00-000-1060
Existing Land Use:	Commercial
Existing Future Land Use:	LRC (Local Retail Commercial)
Proposed Future Land Use:	LRC (Local Retail Commercial)
Existing Zoning:	C3 (Community Commercial)
Proposed Zoning:	C3 (Community Commercial)
Acreage:	±9.24 acres
Adjacent Uses:	

North: Developed commercial property classified as LRC (Local Retail Commercial) future land use and zoned C3 (Community Commercial), and developed commercial property classified as GC (General Commercial) future land use and zoned C4 (General Commercial);

South: Right-of-way of Gulfstream Boulevard; further south is developed commercial property classified as LRC (Local Retail Commercial) future land use and zoned C3 (Community Commercial);

East: Right-of-way of Federal Highway; further east is Town of Gulfstream, zoned OR (Outdoor Recreation) and zoned RS-P (Single-Family Placeausoleil?); and

West: Right-of-way of N Old Dixie Highway; then Florida East Coast (FEC) right-of-way; further west is developed residential property classified as MeDR (Medium Density Residential) future land use and zoned PUD (Planned Unit Development).

PROPERTY OWNER NOTIFICATION

A notice of the requests was mailed to owners of properties within 400 feet of the subject property, and signs were posted for the City Commission meeting date. The applicant has certified that they posted signage and mailed notices in accordance with Ordinance No. 04-007 & 05-004.

BACKGROUND

The subject property is generally located between Federal Highway and N Old Dixie Highway, north of Gulfstream Boulevard. The subject property is currently zoned C-3 (Community Commercial). It also falls within the Urban Commercial District Overlay and the Federal Highway District (South) as defined by the Boynton Beach Community Redevelopment Plan. The current future land use designation is LRC (Local Retail Commercial).

In 2010, approval was granted for a New Site Plan application (NWSP 10-001) for a one-story retail building of 93,755 square feet for Walmart concurrently with three Variance requests (ZNCV 10-001, ZNCV 10-002, and ZNCV 10-0013). The Variance requests were to deviate from the Urban Commercial District Overlay build-to line requirements, requiring the building to be constructed between 5 feet and 15 feet from the east property line, 10 feet and 15 feet from the south property line, and 10 feet and 15 feet from the west property line. The granted approval allowed the building to be constructed 68 feet from the east property line, 276 feet from the south property line, and 168 feet from the west property line.

In 2016, the building was further expanded for a liquor store addition. Under application MMSP 16-051, the applicant proposed increasing building footprint from 93,755 square feet to 97,470 square feet. The proposed addition required 443 parking spaces. But the applicant proposed decreasing parking count from then-existing 425 parking spaces to 396 parking spaces, by using parking reduction for sustainability – allowed by the city's Land Development Regulations (LDR). Pursuant to the requirements of the aforementioned parking reduction, a contingency plan was provided, depicting 443 parking spaces.

Currently, the applicant proposes constructing an addition to the west side of the building for online pickup and delivery (OPD) operations as well as the associated parking lot reconfiguration. The proposed addition is 3,473 square feet resulting in a total building size of 102,209 square feet. Consequently, the required parking is 512 parking spaces, pursuant to Part III, Chapter 4, Article V, Section 2.C. Table 4-18. *Commercial and Office & Health Care Uses* of the city's Land Development Regulations (LDR). However, the applicant proposes 373 parking spaces; thus, applying for a Variance application.

PROPOSAL

The Variance application process is available for applicants requesting deviation from a quantifiable standard, measure or regulation of the city's Land Development Regulations (LDR), when the applicant is able to demonstrate that a hardship specific to the property exists and the request is not intended to circumvent the applicable Land Development Regulations (LDR).

The applicant, Wal Mart Stores East LP, through their agent Langan Engineering and Environmental Services, LLC, seeks approval of a Variance (ZNCV - 2025.09.5739) to provide 373 parking spaces where 512 parking spaces are required. This Variance application is a request to deviate from the requirements of Part III, Chapter 4, Article V, Section 2.C. Table 4-18. *Commercial and Office & Health Care Uses* of the city's Land Development Regulations (LDR), which require 1 parking space per 200 square feet of building size for *any non-residential use* within *Commercial and Office & Health Care Uses*. In conjunction with this Variance application, the applicant applied for a Major Site Plan Modification (MSPM - 2025.09.5739).

The applicant has proven that this project cannot meet parking requirements of the city's Land Development Regulations (LDR) by using any LDR-based reductions, relief, or measures provided through existing processes. However, the applicant provided a Traffic Statement prepared by Langan Engineering and Environmental Services, LLC and dated September 18, 2026, demonstrating that, due to the existing and proposed uses on-site as well as real-life and day-to-day activities, parking will not hinder the residents of the City of Boynton Beach and will be sufficient for the site's intended use.

According to the provided Traffic Statement, peak parking demand during holiday season of 2025 was 309 parking spaces. Resulting in a surplus of 64 parking spaces compared to the proposed 373 parking spaces. It is important to note, however, that though this study was completed during peak holiday season, it fails to account for increased demand due to future development or any other factors.

ANALYSIS

The City Commission has the authority and duty to authorize variances from the city's Land Development Regulations (LDR) that will not be contrary to the public interest when, owing to special conditions, a literal enforcement of the provisions of the city's Land Development Regulations (LDR) would result in unnecessary and undue hardship. Approval may be granted as proposed or with conditions of approval including, but not limited to, the dedication of property for streets, alleys, recreation space and sidewalks, as shall be determined necessary for the character of the surrounding area and the citizens' general welfare; or be denied when not in harmony with the intent and purpose of the Variance application. In evaluating the application, the City Commission shall consider the effects of the proposal on the general health, safety and welfare of the community and make written findings certifying that satisfactory provisions have been made.

In order to authorize any variance from the city's Land Development Regulations (LDR), the applicant must demonstrate that the request meets the following criteria (a-f), pursuant to Part III, Chapter 2, Article II, Section 4.D. *Variance to Land Development Regulations* of the city's Land Development Regulations (LDR). The applicant's justification and response to these criteria is attached (Exhibit B - Project Narrative & Justification Statement).

a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures or buildings in the same zoning district.

The need for a building addition, as explained by the applicant, arose from increasing customer demand

for online pickup and delivery (OPD) operations. Such operations, according to the applicant, do not require parking the same way and intensity as traditional retail parking. Especially because the addition is for storage intended to serve customers using OPD service. Furthermore, the applicant alluded to the fact that, today, the Land Development Regulations (LDR) do not differentiate between traditional retail parking requirements and OPD operations' parking requirements. But when the last building addition was proposed and approved in 2016, Land Development Regulations (LDR) then did take into account how different portions of the site were to be used – storage and traditional retail.

Therefore, the applicant argues that the nature of OPD operations and how the space will be used are unique and do not necessarily apply to other properties.

Today's LDR remain silent on parking requirements for OPD operations. So, this functional use is not accurately regulated within the LDR. These are special conditions and circumstances which are peculiar to the structures.

The provided Traffic Statement depicts peak holiday parking demand less than the proposed parking by 17 parking spaces. So, proposed parking should be sufficient to meet demand at all times. Additionally, Palm Beach County Traffic Division provided a Traffic Performance Standards (TPS) letter stating the proposed development meets Traffic Performance Standards of Palm Beach County.

b. That the special conditions and circumstances do not result from the actions of the applicant.

In their Project Narrative / Justification Statement, the applicant states that the special conditions and circumstances of the subject property are the result of amended Land Development Regulations (LDR). In 2016, building expansion was approved because the LDR at the time considered how different portions of the site were to be used – storage and traditional retail; or more accurately as defined by LDR then: warehouse and commercial. Since today's LDR considers the entire site a *Commercial and Office & Health Care Use*, the LDR require 1 parking space per 200 square feet of building size.

Staff agrees that the conditions and circumstances surrounding the proposed building addition are not a direct result of the applicant's actions. Rather, special conditions or circumstances exist which create undue hardship for the applicant. These special conditions are due to today's LDR remaining silent on the functional use of OPD the applicant is proposing. Furthermore, as stated earlier, the applicant's Traffic Statement and Traffic Performance Standards (TPS) letter from Palm Beach County, each of which support this project.

c. That granting the variance requested will not confer on the applicant any special privilege that is denied by this section to other lands, buildings, or structures in the same zoning district.

The applicant argues that the granting of this Variance request does not confer any special privileges compared to other property owners. In their Project Narrative / Justification Statement, the applicant states that if any property owner is to develop their site for the same purposes as this application, that property owners would be aware and subject to today's Land Development Regulations (LDR).

The proposal meets the core intent of the underlying zoning district, overlay, and CRA district as well as use regulations, while maintaining the character of the surrounding area and the citizens' general welfare. Though the proposal decreases the number of parking spaces, the applicant meets sustainability development requirements. Some of which are designed to provide alternative means of transportation and accessibility of mass-transit, such as a motorcycles shelter and a bus shelter supporting public transit. In addition, this use of OPD creates minimal parking demand compared to traditional retail operations. So, no special privilege will be granted to the subject property due to this project.

d. That literal interpretation of the provisions of the ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the ordinance and would work unnecessary and undue hardship on the applicant.

The applicant argues that literal interpretation of the provisions of the city's Land Development Regulations (LDR) would deprive them of rights commonly enjoyed by others. In their Project Narrative / Justification Statement, the applicant states that if any property owner is to develop their site for the same purposes as this application, that property owner would be aware of and subject to today's Land Development Regulations (LDR).

Literal interpretations of the Land Development Regulations (LDR) would deprive the applicant of land development rights which other applicants may enjoy, simply because the type of use the applicant proposes is not regulated accurately within the LDR. The proposal meets the core intent of the underlying zoning district, overlay, and CRA district as well as use regulations, while maintaining the character of the surrounding area and the citizens' general welfare.

e. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.

The applicant states that the Variance request is the minimum that will allow the proposed improvements to the existing building. Otherwise, such a use (OPD) will not be feasible.

Literal interpretation of the Land Development Regulations (LDR) would require the applicant to provide parking at a rate that is not feasible without compromising building size. Without these alterations, the applicant would not be able to provide the required parking, and the additional square footage of the building would not be permitted. By allowing deviation from the city's Land Development Regulations (LDR), the applicant may still provide adequate parking, according to the accompanying Traffic Statement, as well as facilitate other means of transportation while also allowing reasonable use of the proposed building addition.

f. That the granting of the variance will be in harmony with the general intent and purpose of this chapter and that such variance will not be injurious to the area involved or be otherwise detrimental to public welfare.

The applicant provided Traffic Statement showing that the proposed parking already meets and exceeds current demand. Therefore, staff believes surrounding properties will receive no impact in the form of overflowing parking, if all other conditions remain. The proposal meets the core intent of the underlying zoning district, overlay, and CRA district as well as use regulations, while maintaining the character of the surrounding area, the citizens' general welfare and public safety.

RECOMMENDATION

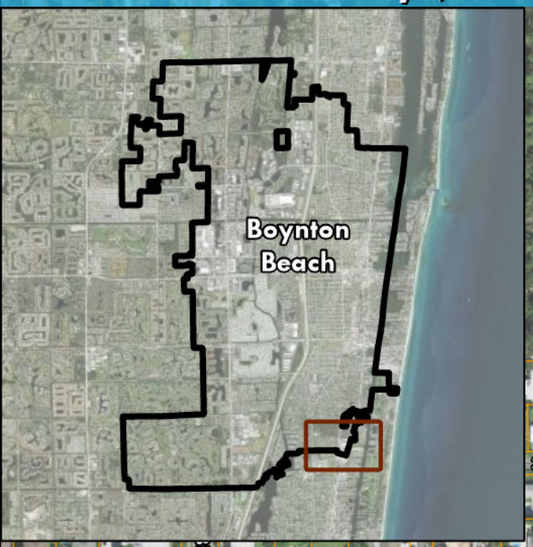
Staff has reviewed this Variance application against the general intent of the underlying C3 (Community Commercial) zoning district and Urban Commercial District overlay, their corresponding requirements, as well as against the Variance criteria (a-f), pursuant to Part III, Chapter 2, Article II, Section 4.D. *Variance to Land Development Regulations* of the city's Land Development Regulations (LDR). The proposal would be in harmony with surrounding developments while also maintaining citizens' general welfare.

Based on the analysis contained herein, staff recommends **APPROVAL** contingent upon satisfying all comments indicated in Exhibit D – Conditions of Approval.

Location Map - Walmart

3625 N Federal Hwy (PCN: 08-43-46-04-00-000-1060)

CITY OF BOYNTON BEACH



Walmart Supercenter

SITE

34th Ave

SE 34th Ave

Francesca Ridge Rd

SE 35th Ave

SE 1st St

SE 2nd St

SE 2nd Ct

Wolf Run Ln

Jamestown Ln

N Federal Hwy

Palm Dr

Pierson Dr

Karen Dr

Roberts Rd

Polo Cove

Palm Way

Middle Rd

Polo Dr

Bluewater Cv

Golfview Dr

Gulfstream Blvd

Seacrest Blvd

Oceanview Ave

Webb Ave

Gulfstream Dr

Seacrest Ln

De Carie St

Orchid Ln

Palm Beach Wellness

Indigo Pt

Emerald Row

Canary Walk

Seacrest High School

Federal Hwy

Legend

- Site Location - Walmart
- City's Boundary

N

0 110 220 440 660 880

Feet

Revised September 18, 2026

City of Boynton Beach
Planning and Zoning
100 E. Ocean Avenue
Boynton Beach, FL 33435

Re: Parking Variance Request – Justification Narrative
Wal-Mart 5911.276 Boynton Beach Proposed Expansion
3625 Federal Hwy, City of Boynton Beach, FL 33435
City of Boynton Beach Project/Case #: 2025.09.5739
Langan Project No.: 342044901

To whom it may concern:

Please accept this Parking Variance Request Justification Narrative on behalf of the Owner/Applicant, Wal-Mart Stores East LP, for the Wal-Mart Store #5911.276 Online Pickup and Delivery (OPD) Expansion ("the project"). The project proposes a ~3,473 SF expansion and associated parking lot modifications to the existing Walmart Super Center located at 3625 Federal Hwy, Boynton Beach, FL, 33435 (PCN 08434604000001060). The site is zoned C-3 Community Commercial District and is also located within the Urban Commercial District Overlay. Previous zoning applications (ZNCV 10-001, ZNCV 10-002, and ZNCV 10-003) allowed for alternate setbacks, which will not be further reduced as part of the proposed improvements. This Variance Request and associated Major Site Plan Application is City of Boynton Beach Project/Case #: 2025.09.5739.

While this application for a modest 3,473 SF building expansion and associated parking lot modifications triggers a parking variance request under the current City Code of Ordinances, it is critical to understand the project's scope and net effect on site operations. The expansion is solely for back-of-house storage and staging to bolster the store's existing and increasingly vital Online Pickup and Delivery (OPD) operations—it is not for new, publicly accessible retail sales floor area that would attract additional customer demand. The variance is primarily necessitated by changes to the City's parking regulations since the store's original approval. The proposed modifications result in a net reduction of only 17 existing parking spaces: existing parking (390) – proposed parking (373) = net loss of parking spaces (17); please refer to the Traffic Statement attached. Furthermore, a site-specific parking utilization study confirms that the store currently operates with a significant peak-hour parking surplus and will continue to do so with the proposed modifications, demonstrating that ample parking will remain available to serve the community.

The application complies with the City's Site Plan review criteria. Outside of the previous zoning relief approvals outlined above (existing non-conformities that will not be further expanded) the site plan modification will comply with the requirements of the zoning district regulations of Chapter 3, Article III and site development standards described in Chapter 4.

The existing Walmart building is 98,736 SF and is proposed to be expanded by approximately 3,473 SF for a total gross floor area of 102,209 SF. The purpose of the building expansion is to provide additional storage and staging for OPD operations (racks, refrigerators and equipment) for associates to assemble and deliver customers parked in the numbered OPD parking stalls adjacent to the expansion. Online Pickup and Delivery is currently an existing use at the Walmart store, which is proposed to be expanded as part of the project. The total number of OPD stalls is proposed to be increased from 13 to 27 parking stalls (including the existing Liquor Pickup). As discussed with City staff on July 31st, 2025, the project will require relief from the current parking requirements outlined in the City of Boynton Beach Code of Ordinances.

Section I: Nature of Request and Site Summary

The City of Boynton Beach Code of Ordinances (the "Code") Land Development Regulations, Chapter 4, Article V. requires 494 parking spaces based on existing Store square footage of 98,736 square feet. The proposed 3,473 square foot Store expansion will result in a new total Store square footage of 102,209 square feet, which, in turn, will generate an updated parking requirement of 512 spaces by Code. The Project requires removal of several existing underutilized parking spaces located along the western side portion of the Store to accommodate the Store expansion. The Project also includes the removal or reconfiguration of other parking spaces to accommodate the additional/improved OPD spaces. The current existing parking count on the site is 390 spaces (104 less than required), whereas the project proposes 373 spaces (139 less than required). However, the net loss of proposed parking spaces on the site is 17 parking stalls. Refer to Figure 1, Overall Site Plan, for the proposed site plan.

Previous Permits and Approvals

When the site was originally approved in March 2010 and then further expanded in June 2016 for a liquor box building addition, the Code requirement in place was 1 space for 200 SF of retail and 1 space per 800 SF of stockroom. See the table below from Drawing C-1 from the 2016 Liquor Box Expansion, also attached as Figure 2, Overall Site Plan:

2016 Liquor Box Expansion Parking Summary

PARKING INFORMATION

CITY OF BOYNTON BEACH REQUIRED PARKING:	85,313	427	5.00 / 1000 S.F. RETAIL
	12,157	16	1.00 / 800 S.F. STOCKROOM
	97,470	443	TOTAL

ADA PARKING REQUIRED: 2% OF TOTAL SPACES PROVIDED

PRE-EXPANSION - EXISTING CONDITION:

PARKING PROVIDED: 425 SP. / 93,755 S.F.= 4.53 SP. / 1,000 S.F.
(NOT INCLUDING 12 SPACES ALLOCATED FOR CART CORRALS.)

POST-EXPANSION - PROPOSED CONDITION:

STANDARD PARKING PROVIDED:	376 SPACES (NOT INCLUDING 12 SPACES ALLOCATED FOR CART CORRALS.)
ADA PARKING PROVIDED:	12 SPACES
COMPACT PARKING PROVIDED:	2 SPACES
MOTORCYCLE PARKING PROVIDED:	6 SPACES
TOTAL PARKING PROVIDED:	396 SPACES - (396 / 97,470 = 4.06 SP PER 1000 S.F.)

Table from Overall Site Plan, Sheet No. C-1, prepared by CPH, last revised on September 21, 2016. (Figure 2)

Furthermore, a contingency plan was included under the 2016 permitting, as summarized below and included as Figure 3, Parking Contingency Plan for Liquor Box.

2016 Liquor Box Expansion Parking Contingency Plan

PARKING INFORMATION

CITY OF BOYNTON BEACH REQUIRED PARKING:	85,313	427	5.00 / 1000 S.F. RETAIL
	12,157	16	1.00 / 800 S.F. STOCKROOM
	97,470	443	TOTAL

ADA PARKING REQUIRED: 2% OF TOTAL SPACES PROVIDED

PRE-EXPANSION - EXISTING CONDITION:

PARKING PROVIDED: 425 SP. / 93,755 S.F.= 4.53 SP. / 1,000 S.F.
(NOT INCLUDING 12 SPACES ALLOCATED FOR CART CORRALS.)

POST-EXPANSION - PROPOSED CONDITION:

STANDARD PARKING PROVIDED:	376 SPACES (NOT INCLUDING 12 SPACES ALLOCATED FOR CART CORRALS.)
ADA PARKING PROVIDED:	12 SPACES
COMPACT PARKING PROVIDED:	2 SPACES
MOTORCYCLE PARKING PROVIDED:	6 SPACES
TOTAL PARKING PROVIDED:	396 SPACES - (396 / 97,470 = 4.06 SP PER 1000 S.F.)

CONTINGENCY PLAN CONDITION:

STANDARD PARKING PROVIDED:	379 SPACES (NOT INCLUDING 12 SPACES ALLOCATED FOR CART CORRALS.)
ADA PARKING PROVIDED:	12 SPACES
COMPACT PARKING PROVIDED:	40 SPACES
MOTORCYCLE PARKING PROVIDED:	12 SPACES
TOTAL PARKING PROVIDED:	443 SPACES - (443 / 97,470 = 4.54 SP PER 1000 S.F.)

Parking Table from Parking Contingency Plan, Sheet No. P-1, prepared by CPH, last revised on July 15, 2016 (Figure 3)

Parking Reductions for Sustainability Measures

It is our understanding based on the above research that the existing site currently benefits from reduced parking requirements due to sustainability measures as outlined in Chapter 4, Article V, Section 3. These measures include accommodation for fuel-efficient vehicles, designated covered spaces for motorcycles, apparatus for parking and locking of bikes, low-powered mopeds and scooters, pervious pavement, and a parking contingency plan. This benefit reduces the parking requirement from 1 space per 200 SF of gross building area to 1 space per 250 SF of gross building area. Parking of stockroom areas were at 1 space per 800 SF.

Under the current application, sustainability measures are proposed to remain as follows:

- Motorcycle Parking: 6 Spaces
- EV Charging: 2 Car Parking Spaces
- Pervious Pavement: 9,720 SF (60 Parking Stalls)

Furthermore, the site is proposed to be enhanced for sustainability further by reducing impervious cover. The site modifications will result in a decrease in impervious surfaces of approximately 1,180 SF. Refer to Figure 4 , Proposed Land Cover Plan for a depiction of net impervious reductions proposed as part of this project. The project will also utilize the existing on-site utilities and drainage infrastructure. The existing stormwater infrastructure constructed

and permitted as part of the site's South Florida Water Management District (SFWMD) Permit #50-09509-P will be adequate for the proposed improvements.

The most recent Site Plan Application (Liquor Box Expansion, Dated September 2016) for the site provided by City Staff includes a contingency plan (Figure 3) for potential expanded parking prior to the current parking regulations being implemented. Therefore, the site was able to park stockroom areas at 1 space per 800 SF and meet the overall parking demand for sustainable parking. Refer to Figure 2, C-1 Overall Site Plan and Figure 3, P-1 Parking Contingency Plan, which outlines our understanding of the currently approved site conditions under the regulations in place at the time.

The project will continue to implement sustainable parking measures outlined in the Code. However, the requirement for a contingency plan cannot be met given the current parking regulations and inability to count existing and proposed stockrooms areas at the lower parking demand.

ITE Parking Demand Review

To understand the project's parking demand we estimated the parking demand using data from the latest ITE Parking Generation Manual 6th Edition and determined that the proposed development is expected to have an average parking demand of 143 parking spaces during a regular weekday, 198 parking spaces during a regular Saturday, and 141 parking spaces during a regular Sunday. Based on ITE time-of-day parking distribution, the peak utilization of the Free-Standing Discount Superstore use occurs at 1:00 PM on a weekday and at 2:00 PM on a Saturday. With the proposed expansion, the development will provide 373 parking spaces. Therefore, the proposed parking layout will be able to accommodate peak parking demands of the development with the proposed modifications. The table below provides the parking demand summary.

ITE Parking Demand Summary (6th Edition)

Use	Size	Weekday/Weekend	ITE Average Rate Equation		Parking Demand	
			Parking Rate			
Free-Standing Discount Superstore (Land Use Code 813)	102,209 SF	Weekday	1.40	(X)	143	PS
		Saturday	1.94	(X)	198	PS
		Sunday	1.38	(X)	141	PS
Provided Parking Spaces		373 PS				

Site Specific Parking Utilization Study

A site-specific parking utilization and traffic analysis was performed, with parking counts being collected during the peak holiday shopping season of December 2025. The results of the site-specific parking study showed an operational surplus of approximately 64 parking spaces in existing conditions: traffic study peak parking demand (309) – proposed parking 373, difference of 64 parking spaces, whereas the proposed improvements represent a net decrease of 17

parking spaces: : existing parking (390) – proposed parking (373) = net loss of parking spaces (17). See attached Traffic Statement.

Section II: General Rationale

Approval of the Variance will allow Walmart to meet established local customer demand, address future demand, and avoid potential future operational disruptions. By way of background, OPD parking spaces are reserved for Walmart customers who have ordered their products online utilizing Walmart's website or mobile application prior to arriving at a particular Walmart store. OPD parking spaces are marked with signage stating "Online Pickup," or similar. Once OPD customers arrive at an OPD parking space, Walmart associates bring the Customers' pre-ordered products directly to customer vehicles for delivery/pickup. The OPD model has proven popular amongst customers, as it combines the efficiency of online retail with the convenience of local "brick and mortar" shopping. The subject Walmart Store has maintained an OPD program for some time and currently operates a total of 13 OPD spaces. Based on current modeling, 27 OPD spaces are required at this particular store location in order to meet current and projected demand, as well as to avoid any potential operational backups as a result of continued customer demand.

The Application is consistent with approved OPD operations at comparable Walmart – and competitor – retail locations throughout Florida and would enable Walmart to better compete in the marketplace by providing customers in Boynton Beach the appropriate level of service. As described above, OPD operations are being increasingly utilized and relied upon by retail shoppers throughout the country – and Florida is no exception. For many, the allure of OPD is simply increased efficiency. For others with limited physical mobility or other accessibility challenges, OPD creates the opportunity to more conveniently and safely shop for a wide variety of retail products close to home or work. The subject Application is wholly consistent with precedent throughout the state at other Walmart locations, as well retail locations operated by Walmart's competitors. Walmart seeks to provide the same high-level of OPD service to its valued customers in the City of Boynton Beach while simultaneously remaining competitive in the general marketplace.

The Site-Specific Parking Utilization Study found a significant peak hour parking surplus at the store. Similarly, we found that, notwithstanding the proposed Project, the Store will continue to operate with a significant peak hour parking surplus. Sufficient parking will remain available at peak usage times assuming approval of the Variance/Project. An ITE summary outlined above also shows that the proposed parking total would be sufficient in the proposed conditions. Among other things, the approved parking ratios of Walmart Supercenters in the surrounding area were collected to compare to the proposed parking ratio of Walmart Supercenter #5911 under the build out condition. The proposed ratio for Walmart Supercenter #5911 is within the range of approved parking ratios for other Walmart Supercenters in the area.

The Project largely absorbs its own parking impacts and also relieves some regular Store parking demand because OPD generally results in fewer in-store visits and improves

customer turnover efficiency. The Variance is largely triggered by a change in regulations from when the store was initially built, expanded and proposes a modest building expansion of ± 3,473 square feet. That new Store building area will be utilized as a "back-of-house" preparation and storage area for OPD operations, similar to the "stockroom" use utilized under the previous parking code. In other words, the proposed new building area is not a publicly accessible retail sales floor area that would attract or accommodate additional in-store customers. On the contrary, the Project is designed to accommodate preferences for a select group of customers who prefer OPD shopping over in-store shopping. Because OPD operations require less time-per-visit than traditional in-store shopping, OPD operations also improve customer flow efficiencies – simply put, OPD allows the same number of customers to spend significantly less time at the Store, which in turn results in a practical reduction in actual overall parking demand for the Store.

SECTION III: General Criterial for Variance Requests per Section 4. Relief Applications:

Applicant hereby references and incorporates the general rationale set forth in Section II above, but also provides the following additional analysis.

a. That special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district.

The site was previously approved and constructed under parking requirements which allowed for the use of stockroom areas to be counted at 1 space per 800 SF and retail areas to be counted at 1 space per 200 SF. The building addition proposed as part of this application will be for additional storage areas for OPD that are consistent with a stockroom.

Secondly, 13 parking stalls dedicated to OPD are proposed to be expanded to 27 OPD stalls. The nature of the Online Pickup and Delivery operations being expanded on the site will, in our opinion, inherently reduce the overall parking demand for the site. Customers place an online order, park in the OPD stall, notify the store through the app that they have arrived along with their stall number and an associate then delivers the merchandise to the vehicle. The amount of time that customers spend on site occupying a parking stall will be less than having to park their vehicle and enter the store. This is a special circumstance that is unique to the applicant's operation and is not considered as part of the requirement outlined for a site that strictly offers retail parking.

b. That special conditions and circumstances do not result from the actions of the applicant for the variance.

The parking requirements on the site became more stringent from when the site was approved, constructed and expanded previously, which is not the result of actions taken by the applicant. A previous expansion to the building was able to take advantage of the stockroom parking requirements and sustainable parking provisions to significantly reduce the parking requirements.

While the proposed improvements cannot meet the contingency plan requirements of the sustainable parking standards, the remaining components of the provisions will continue to be implemented and expanded.

Furthermore, the nature of retail shopping because of the internet and the ability to shop online has modified consumer behavior and expectations. Meeting increasing OPD is critical not only to commercial success but also to ensure that the City's residents have adequate access to the expansion of this service which is available to other communities throughout the region and country.

c. That granting the variance requested will not confer on the applicant any special privilege that is denied by this section to other lands, structures or buildings in the same zoning district.
Retail is permitted by right in the C-3 Community Commercial Zoning District and this use was permitted and constructed to be consistent with City parking requirements. In our opinion, granting the variance requested would not confer a special privilege on the applicant that is otherwise denied by this section to other lands, buildings, or structures. If a developer or property owner was investigating to build retail shopping center on a similar property today (with the adoption of the current parking regulations), they would be aware of the amended parking regulations and build the site to current standards. Applicant would also note that similarly situated retail businesses throughout the region provide OPD operations – in this case, OPD could be operated at the subject Store without the Variance, but not at the level of service and with the same "best practices" as can be achieved with the Variance.

d. That literal interpretations of the provisions of the ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the ordinance and would work unnecessary and undue hardship on the applicant.

A literal interpretation of the current ordinance would place unnecessary hardship on the applicant. If a developer or property owner was investigating and proposing to build retail shopping center on a similar property today (with the adoption of the current parking regulations) they would be aware of the amended parking regulations and build the site to current standards.

e. That the variance granted is the minimum variance that will make possible reasonable use of the land, structure or building.

The variance is the minimum variance required for the applicant to make improvements to the existing Property. The applicant is simply requesting a reduction in parking spaces consistent with code regulations that were in place at the time of the original store construction which allowed for stockroom areas to be counted separate from retail/shopping areas.

f. That the granting of the variance will be in harmony with the general intent and purpose of this chapter and that such variance will not be injurious to the area involved or be otherwise detrimental to the public welfare.

In our opinion, the variance will be in harmony with the general intent and purpose of this chapter and will not be injurious to the area or detrimental to the public welfare. As outlined above, adequate parking will be provided on site per ITE Demand and the excess parking outlined per the parking utilization analysis presented. Furthermore, the expansion of Online Pickup and Delivery at the store will result in a reduction in the duration that customers will be parked on the site.

SECTION IV: Conclusions

In summary, while a literal interpretation of the current City Code may result in a substantial technical parking variance, a holistic review of the project and its operational benefits reveals a minor and mitigated impact. The primary purpose of this application is to enhance essential Online Pickup and Delivery (OPD) services, a modern retail option that offers customers greater choice and shopping efficiency. The proposed expansion is dedicated entirely to back-of-house stockroom space, ensuring it will not generate new in-store customer traffic.

Moreover, the nature of the OPD operation itself is a parking demand mitigator. These spaces facilitate faster customer turnover compared to traditional in-store shopping, practically relieving overall parking demand for the store. While the project necessitates the removal of spaces for construction, the net loss compared to existing conditions is only 17 spaces, which is minimal. This minor reduction is further justified by the findings of the site-specific parking utilization study, which shows the store operates with a significant peak hour parking surplus and will continue to have sufficient parking capacity after the project is constructed. Granting this variance is therefore in harmony with the general intent and purpose of the Code and will not be detrimental to the public welfare.

Further details and justifications for how the proposed project will satisfy the criteria above, set forth in the Ordinance, will be provided by the applicant and their experts as part of public meeting. Please do not hesitate to contact myself, (arakowski@langan.com, 267-629-9987) with questions about the contents of this submittal.

Sincerely,
Langan Engineering and Environmental Services, LLC

Andrew Rakowski

Andrew Rakowski, P.E.
Associate

List of Figures and Attachments:

- Figure 1: Sheet C-1 Overall Site Plan for OPD, Prepared By Langan Engineering, Dated February 10, 2026, last revised October 6, 2026.
- Figure 2: Sheet C-1, Overall Site Plan for Liquor Box, Prepared By CPH, Dated April 2026, last revised on September 21, 2016.
- Figure 3: Sheet P-1, Parking Contingency Plan for Liquor Box, Prepared By CPH, Dated April 2026, last revised on July 15, 2016.
- Figure 4: Proposed Land Cover Plan Prepared By Langan Engineering, Dated July 24, 2026.
- Traffic Statement Prepared by Langan Engineering, Dated February 12, 2026, last revised September 18, 2026.

INITIAL:AR
cc: John Davis – SDM, Walmart
Wes Hevia – LSN Law

FBPE Registry No. 6601

\\langan.com\data\ORL\data9\342044901\Project Data_Discipline\Site Civil\Permit Apps\Parking Variance\2026-09-09 Resubmission Parking Narrative\2026-09-18 5911 Revised Parking Variance Narrative Draft.docx

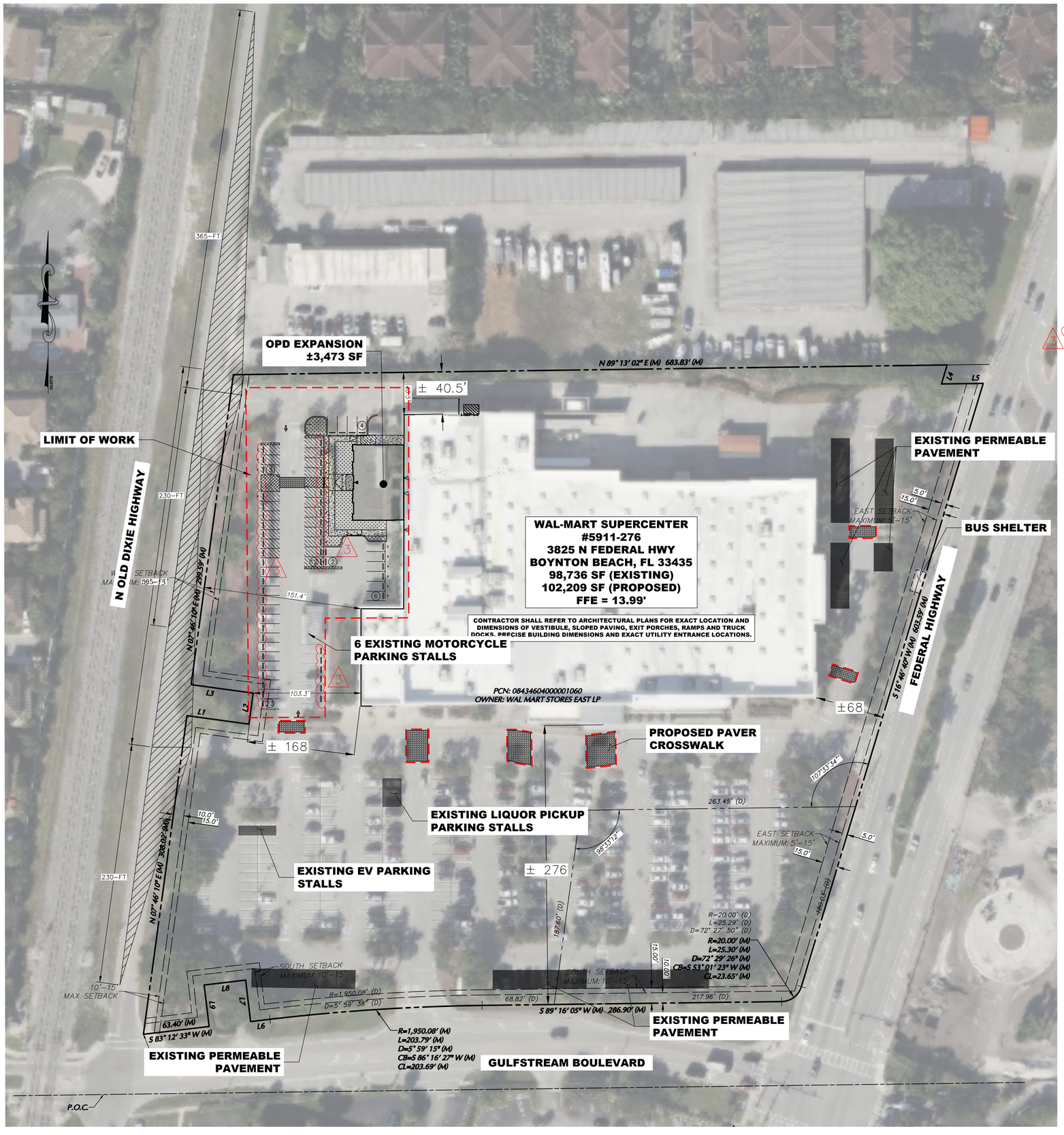


IMAGE SOURCE:
AERIAL IMAGERY WAS ACQUIRED ON JUNE 2025 VIA AUTODESK LIVE MAP DATA AND MICROSOFT BING MAPS PLATFORM APIS.

SCALE: 1 INCH = 40 FEET

STATEMENT OF INTENT

THE OWNER PROPOSED TO CONSTRUCT A NEW ±3,473 S.F. ONLINE PICKUP DELIVERY (OPD) BUILDING ADDITION AND THE REQUIRED SITE ELEMENTS TO SUPPORT IT.

ADDRESS: 3625 S FEDERAL HWY, BOYNTON BEACH, FL 33435
WAL-MART SITE AREA: ± 9.36 AC (± 407,615 SF)
ZONING: C-3 COMMUNITY COMMERCIAL
LANDUSE: COMMERCIAL
PARCEL ID: 08-43-46-04-00-000-1060

BUILDING DATA

PRE-EXPANSION - EXISTING CONDITION:

GROSS BUILDING AREA:	98,736 S.F. (±)
STOCKROOM AREA:	12,157 S.F. (±)
TOTAL RETAIL AREA:	86,579 S.F. (±)
BUILDING SETBACKS EXISTING:	
FRONT (EAST):	53' PER VARIANCE ZNCV 10-001
SIDE (SOUTH):	261' PER VARIANCE ZNCV 10-002
SIDE (WEST):	153' PER VARIANCE ZNCV 10-003
BUILDING HEIGHT (ONE STORY):	39'-4"
MAXIMUM CODE:	45'

POST-EXPANSION -PROPOSED CONDITION:

PROPOSED BUILDING EXPANSION:	3,473 S.F. (±)
TOTAL PROPOSED BUILDING AREA:	102,209 S.F.(±) (+3.52%)
PROPOSED BUILDING EXPANSION HEIGHT (ONE STORY):	22'- 8"
PROPOSED FLOOR AREA RATIO:	0.25
PROPOSED BUILDING SETBACKS:	
FRONT (EAST):	± 53'
SIDE (WEST):	±153'
SIDE (NORTH):	± 40.5'
SIDE (SOUTH):	±261'

SITE DEVELOPMENT CALCULATIONS

GROSS SITE AREA:	9.36 ACRES (±)
BUILDING (102,209 S.F. (±)):	2.35 ACRES (±)
FUTURE LAND USE:	LOCAL RETAIL COMMERCIAL
PARCEL ID:	08-43-46-04-00-000-1060
LOCAL JURISDICTION:	CITY OF BOYNTON BEACH

PARKING REQUIREMENTS

PRE-EXPANSION - EXISTING CONDITIONS:

PARKING PROVIDED: 390 SPACES = 3.95 SP /1000 SF
(NOT INCLUDING 10 SPACES ALLOCATED FOR CART CORRALS)

POST-EXPANSION - PROPOSED CONDITION:

PARKING PROVIDED: 373 SPACES = 3.65 SP/1000 SF
(NOT INCLUDING 8 SPACES ALLOCATED FOR CART CORRALS)

REQUIRED ADA PARKING: 2% OF TOTAL PARKING REQUIRED
REQUIRED: 512 TOTAL SPACES = 11 ADA PARKING SPACES REQUIRED
PROVIDED: 13 SPACES

SITE ANALYSIS TABLE (BOYNTON BEACH 05911-276)

	EXISTING	PROPOSED
TOTAL BUILDING AREA	98,736 S.F.	102,209 S.F.
REQUIRED PARKING (PER CITY OF BOYNTON BEACH)	494 SPACES	512 SPACES
REQUIRED PARKING RATIO (PER CITY OF BOYNTON BEACH)	5 SPACES/1,000 S.F.(6)	5 SPACES/1,000 S.F.(6)
CUSTOMER AND ASSOCIATE PARKING	356 SPACES	325 SPACES
ACCESSIBLE PARKING	13 SPACES	13 SPACES
EV PARKING	2 SPACES	2 SPACES
PICKUP PARKING (INCLUDING LIQUOR PICKUP)	13 SPACES	27 SPACES
CART CORRALS (NOT INCLUDED IN COUNTS BELOW)	10 CORRALS / 10 SPACES	8 CORRALS / 8 SPACES
MOTORBIKE PARKING	6 SPACES	6 SPACES
TOTAL PARKING EXCLUDING PICKUP STALLS	377 SPACES	346 SPACES
PARKING RATIO EXCLUDING PICKUP STALLS	3.81/1,000 S.F.	3.39/1,000 S.F.
TOTAL PARKING INCLUDING PICKUP STALLS	390 SPACES	373 SPACES (6)
PARKING RATIO INCLUDING PICKUP STALLS	3.95/1,000 S.F.	3.65/1,000 S.F.

NOTES:
1. GROSS FLOOR AREA IS PER AOR (OSWALDO BUZNEGO) DIRECTION 6/20/2025.
2. EXISTING PARKING COUNTS ARE BASED ON PREVIOUS DESIGN REQUIREMENTS, ORIGINAL CONSTRUCTION PLANS, AND A SITE VISIT CONDUCTED BY LANGAN ON 07/03/2025.
3. PARKING SPACES OCCUPIED BY CART CORRALS HAVE BEEN EXCLUDED FROM THE PARKING COUNTS AND PARKING RATIOS.
4. EXISTING PROPERTY LINE HAS BEEN REFERENCED PER A PLAN TITLED "OVERALL SITE PLAN" PREPARED BY CPH, INC. DATED 01/28/2016.
5. EXISTING BUILDING HEIGHT IS PER BRR ARCHITECTURE, SHEET A2.3, ENLARGED EXTERIOR ELEVATIONS, DATED 08/13/2010, LAST REVISED 8/19/2011.
6. A VARIANCE REQUEST HAS BEEN SUBMITTED UNDER SEPARATE APPLICATION.
7. LAND USE SUMMARY TABLES FOR WORK AREAS A THROUGH G HAVE BEEN INCLUDED WITHIN THE STORMWATER REPORT DATED 8/26/2026

LANDSCAPE NOTES:
1.PLANTS IN THE SIGHT TRIANGLE AREAS IDENTIFIED ON THIS PLAN MUST BE MAINTAINED AT A MAXIMUM HEIGHT OF 2.5 FEET, AND TREE LIMBS MUST BE A MINIMUM OF 8 FEET IN HEIGHT.

DEVELOPER/OWNER:
WALMART INC.
c/o WALMART PROPERTY TAX DEPARTMENT
PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC

OVERALL SITE PLAN

REVISIONS	BY
07-24-2026 CITY OF BOYNTON BEACH COMMENTS	1
08-25-2026 PER SFWMD REVIEWER COORDINATION	2
10-06-2026 CITY OF BOYNTON BEACH COMMENTS	3

LANGAN
Langan Engineering and Environmental Services, LLC.
13485 Veterans Way, Suite 120
Orlando, FL 32827
T: 407.974.2900 F: 407.974.2901 www.langan.com
CPES Registry No. 6000001/LB3172/LC6516

This item has been digitally signed and sealed by JOSEPH J. YANNUCCI, JR., PE on the DATE shown in the digital signature block. Printed copies of this document are not considered signed and sealed and the Digital Signature must be verified on any electronic copies.

JOSEPH J. YANNUCCI, JR. STATE OF FLORIDA No. 65969 PROFESSIONAL ENGINEER

Signature Date
JOSEPH J. YANNUCCI, JR.
PROFESSIONAL ENGINEER FL Lic. No. 65969

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

Walmart

Project No. 342044901

DRAWN	RH
CHECKED	AR
DATE	26 AUGUST 2026
SCALE	AS NOTED
JOB No.	342044901
SHEET	C-1

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490

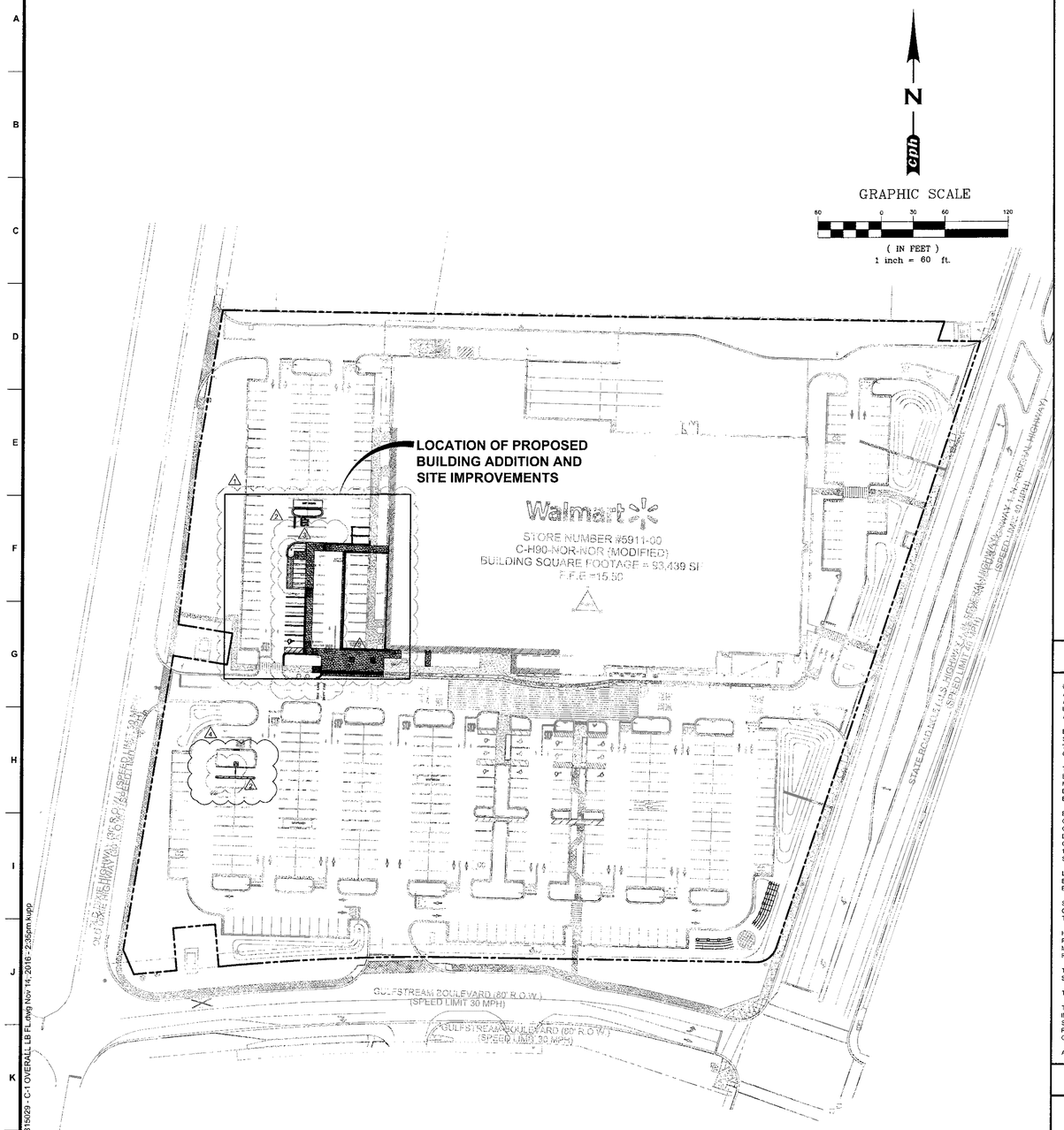


FIGURE 2

J:\26582 Proposals\Proposals\Wal Mart\B150029\dwg\Design\B150029 - C-1 OVERALL LB FL.dwg Nov 14, 2016 - 2:35pm kupp

SITE DATA

STATEMENT OF INTENT:
THE OWNER PROPOSES TO CONSTRUCT A NEW 3,715 S.F. LIQUOR BOX ADDITION AND THE REQUIRED SITE SUPPORT ELEMENTS TO SERVE IT.

ADDRESS: 3625 S FEDERAL HWY, BOYNTON BEACH, FL 33435
WAL-MART SITE AREA: 9.23 AC.± (402,059 S.F. ±)
ZONING: C-3 - COMMUNITY COMMERCIAL &
PUD - PLANNED UNIT DEVELOPMENT
LANDUSE: 1300 - DEPARTMENT STORE
PARCEL ID: 08-43-46-04-00-003-1060

BUILDING INFORMATION

PRE-EXPANSION - EXISTING CONDITION:

EXISTING BUILDING AREA: 93,755 S.F.
EXISTING BUILDING HEIGHT: 30'-4"
EXISTING FLOOR AREA RATIO: 0.23
NUMBER OF STORIES: 1

POST-EXPANSION - PROPOSED CONDITION:

PROPOSED BUILDING EXPANSION AREA: 3,715 S.F.
PROPOSED TOTAL BUILDING AREA: 97,470 S.F.
PROPOSED BUILDING HEIGHT: 26'-6"
PROPOSED FLOOR AREA RATIO: 0.24
NUMBER OF STORIES: 1

MINIMUM BUILDING SETBACKS:

REQUIRED:			PROPOSED:	
FRONT (EAST):	68'	PER VARIANCE #ZNCV 10-001	FRONT (EAST):	68'
SIDE (SOUTH):	276'	PER VARIANCE #ZNCV 10-002	SIDE (SOUTH):	276'
SIDE (WEST):	168'	PER VARIANCE #ZNCV 10-003	SIDE (WEST):	104'
REAR:	-		REAR:	-

LAND COVERAGE SUMMARY

PRE-EXPANSION - EXISTING CONDITION:

IMPERVIOUS AREA:	316,333 S.F. (78.68%)
OPEN SPACE	85,726 S.F. (21.32%)
TOTAL	402,059 S.F. (100.00%)

POST-EXPANSION - PROPOSED CONDITION:

IMPERVIOUS AREA:	314,426 S.F. (78.20%)
OPEN SPACE	87,633 S.F. (21.80%)
TOTAL:	402,059 S.F. (100.00%)

△1

PARKING INFORMATION

CITY OF BOYNTON BEACH REQUIRED PARKING:	85,313	427	5.00 / 1000 S.F. RETAIL
	12,157	16	1.00 / 800 S.F. STOCKROOM
	97,470	443	TOTAL

ADA PARKING REQUIRED: 2% OF TOTAL SPACES PROVIDED

PRE-EXPANSION - EXISTING CONDITION:

PARKING PROVIDED: 425 SP. / 93,755 S.F.= 4.53 SP. / 1,000 S.F.
(NOT INCLUDING 12 SPACES ALLOCATED FOR CART CORRALS.)

POST-EXPANSION - PROPOSED CONDITION:

STANDARD PARKING PROVIDED:	376 SPACES (NOT INCLUDING 12 SPACES ALLOCATED FOR CART CORRALS.)
ADA PARKING PROVIDED:	12 SPACES
COMPACT PARKING PROVIDED:	2 SPACES
MOTORCYCLE PARKING PROVIDED:	6 SPACES
TOTAL PARKING PROVIDED:	396 SPACES - (396 / 97,470 = 4.06 SP PER 1000 S.F.)

PAD PREP. NOTE

UNLESS SPECIFICALLY INDICATED OTHERWISE IN THE DRAWINGS AND/OR SPECIFICATIONS, THE LIMITS OF THIS SUBSURFACE PREPARATION ARE CONSIDERED TO BE THAT PORTION OF THE SITE DIRECTLY BENEATH AND 5 FEET BEYOND THE BUILDING ADDITION AND APPURTENANCES. APPURTENANCES ARE THOSE ITEMS ATTACHED TO THE BUILDINGS PROPER (REFER TO DRAWING SHEET SP1) TYPICALLY INCLUDING, BUT NOT LIMITED TO, THE BUILDING SIDEWALKS, GARDEN CENTER, PORCHES, RAMPS, STOOPS, TRUCK WELLS/DOCKS, COMPACTOR PAD, ETC. THE BASE AND VAPOR BARRIER DO NOT EXTEND BEYOND THE LIMITS OF THE ACTUAL BUILDING AND APPURTENANCES.

ESTABLISH THE FINAL SUB_GRADE ELEVATION AT THE BOTTOM OF THE BASE TO ALLOW FOR THE SLAB (REFERENCE ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR SLAB THICKNESS) UNDERLAIN BY A VAPOR RETARDER (MINIMUM 15 MIL THICKNESS MEETING ASTM E1745, CLASS 'A' REQUIREMENTS) ATOP A 4-INCH AGGREGATE BASE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ACCURATE MEASUREMENTS OF ALL CUT AND FILL DEPTHS.

THE BASE MATERIAL SHALL BE FDOT LIMEROCK MATERIAL WITH AT LEAST 97% BY WEIGHT PASSING A 3.5 INCH SIEVE AND THE MATERIAL SHALL BE GRADED UNIFORMLY DOWN TO DUST. THE FINE MATERIAL SHALL CONSIST ENTIRELY OF DUST OF FRACTURE. THE LIMEROCK SHALL HAVE A MINIMUM LIMEROCK BEARING RATIO (LBR) OF 100 AND NO MORE THAN 20% FINES WHEN WASHED THROUGH A NO. 200 SIEVE. ANY PROPOSED EQUIVALENT ALTERNATIVE BASE MATERIAL MUST BE SUBMITTED FOR APPROVAL WITHIN 30 DAYS AFTER AWARD OF CONTRACT. ANY EQUIVALENT ALTERNATIVE SHALL ONLY BE USED IF APPROVED BY THE CEC AND AOR.

EXISTING FOUNDATIONS, SLABS, PAVEMENTS, BELOW-GRADE STRUCTURES, SURFACE VEGETATION, TOPSOIL ROOT SYSTEMS AND SURFACE ORGANIC MATERIAL SHALL BE REMOVED FROM THE BUILDING ADDITION AREA. BACKFILL THE RESULTING EXCAVATIONS WITH SAND CONTAINING LESS THAN 12 PERCENT SOIL FINES. PLACE FILL IN UNIFORM 10 - 12-INCH LOOSE LIFTS AND COMPACT EACH LIFT TO A MINIMUM DENSITY OF AT LEAST 95 PERCENT OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D1557). SUBGRADE MATERIAL SHALL BE FREE OF ORGANIC AND OTHER DELETERIOUS MATERIALS, SHALL BE COMPRISED OF INORGANIC, NON PLASTIC GRANULAR SOILS WITH LESS THAN THAT 12 PERCENT PASSING THE #200 SIEVE (RELATIVELY CLEAN SAND WITH UNIFIED SOIL CLASSIFICATION OF SP, SP_SM, SP-SC OR SW-SM) AND SHALL MEET THE FOLLOWING REQUIREMENTS:

LOCATION WITH RESPECT TO FINAL GRADE	P.I.	L.L.
BUILDING AREA, BELOW UPPER 4 FEET	NP	NP
BUILDING AREA, UPPER 4 FEET	NP	NP

SUBGRADE MATERIAL SHALL BE PLACED IN LOOSE LIFTS NOT EXCEEDING 12 INCHES IN THICKNESS AND COMPACTED TO AT LEAST 95 PERCENT OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D1557) AT A MOISTURE CONTENT WITHIN 2 PERCENT BELOW TO 2 PERCENT ABOVE THE OPTIMUM.

HIGH GROUNDWATER LEVELS MAY PREVAIL IN SOME AREAS OF THE SITE AND GROUNDWATER CONTROL SHOULD BE ANTICIPATED, PARTICULARLY IN THE EXISTING DITCHES, LOW AREAS, OR AREAS THAT ARE DEEPLY STRIPPED OR UNDERCUT. SHALLOW GROUNDWATER MAINTENANCE TYPICALLY CONSISTS OF PUMPING FROM SUMPS IN PERIMETER DITCHES OR PITS. GROUNDWATER CONTROL IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

THE SOILS TO A DEPTH OF 2 FEET BELOW THE BASE OF ALL FOUNDATION EXCAVATIONS SHALL BE COMPACTED UNDER THE SUPERVISION OF A SPECIAL INSPECTOR TO AT LEAST 95 PERCENT OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D1557).

THE FOUNDATION SYSTEM SHALL BE ISOLATED SPREAD FOOTINGS AT COLUMNS AND CONTINUOUS STRIP FOOTINGS AT WALLS.

THIS FOUNDATION SUBSURFACE PREPARATION DOES NOT CONSTITUTE A COMPLETE SITE WORK SPECIFICATION. IN CASE OF CONFLICT, INFORMATION COVERED IN THIS PREPARATION SHALL TAKE PRECEDENCE OVER THE WALMART SPECIFICATIONS. REFER TO THE SPECIFICATIONS FOR SPECIFIC INFORMATION NOT COVERED IN THIS PREPARATION. THIS INFORMATION WAS TAKEN FROM A GEOTECHNICAL REPORT BY UNIVERSAL ENGINEERING SCIENCES, INC DATED JUNE 2, 2014. UES PROJECT NO. 0795.1400020.0059. REPORT NO: 12734. THE GEOTECHNICAL REPORT IS FOR INFORMATIONAL ONLY AND IS NOT CONSIDERED A DESIGN SPECIFICATION.

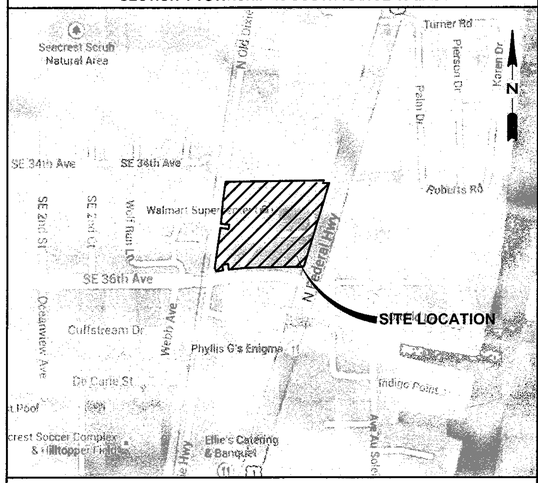
AN E-MAIL ADDRESS FOR THE GEOTECHNICAL ENGINEER, PETER G. READ, P.E.: pread@universalengineering.com

INDEX OF SHEETS

C-1 OVERALL SITE PLAN
C-2 TOPOGRAPHIC SURVEY
C-2.1 TOPOGRAPHIC SURVEY
C-2.2 DEMOLITION PLAN
C-3 EROSION AND SEDIMENTATION CONTROL PLAN
C-3.1 EROSION AND SEDIMENTATION CONTROL DETAILS AND NOTES
C-4 SITE DIMENSION PLAN
C-5 SITE GRADING AND COMPOSITE UTILITY PLAN
C-6 GENERAL DETAILS
C-6.1 GENERAL DETAILS
C-6.2 AGENCY DETAILS
C-6.3 MAINTENANCE OF TRAFFIC PLAN
△1 P-1 PARKING CONTINGENCY PLAN
L-1 LANDSCAPE PLAN

LOCATION MAP

PALM BEACH COUNTY, FLORIDA
SECTION 4-TOWNSHIP 46 SOUTH-RANGE 43 EAST



CONSULTANTS

OWNER
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2001 SE 10TH STREET
BENTONVILLE, ARKANSAS 72716
(479) 273-4000

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3277A FRUITVILLE ROAD
SARASOTA, FLORIDA 34237
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PHONE: (941) 365-4771

SURVEYOR
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500 WEST FULTON STREET
SANFORD, FLORIDA 32771
(407) 322-6841
ATTN.: THOMAS J. GALLOWAY, P.S.M.

ARCHITECT
BRR ARCHITECTURE, INC.
6700 ANTIOCH PLAZA, SUITE 300
MERRIAM, KANSAS 66204
(913) 236-3394
ATTN.: BRIAN S. ROGGY

GEOTECHNICAL
UNIVERSAL ENGINEERING SCIENCES, INC.
4 HARGROVE GRADE
PALM COAST, FLORIDA 32137
(386) 986-2122
ATTN.: PETER G. READ

APPROVAL AGENCIES

CITY OF BOYNTON BEACH
PLANNING AND ZONING DEPARTMENT
100 E BOYNTON BEACH BLVD.
BOYNTON BEACH, FLORIDA 33435
(561) 742-6260

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SOUTHEAST DISTRICT OFFICE
400 NORTH CONGRESS AVENUE, SUITE 300
WEST PALM BEACH, FLORIDA 33401
(561) 681-6600

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33406
(561) 686-8800

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DANIEL P. MOYER LICENSE No. 68137 STATE OF FLORIDA PROFESSIONAL ENGINEER

By	Revision	No.	Date
D.P.M.	PR NO. 5	△	
D.P.M.	PR NO. 4	△	
D.P.M.	PR NO. 2	△	09-21-16
D.P.M.	PR NO. 1	△	07-15-16
		△	06-15-16
		△	04-18-16

Designed by:	KMU
Drawn by:	KMU
Checked by:	DPM
Approved by:	DPM
Scale:	
Date:	04/2016
Job No.:	B15029

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3277A Fruitville Rd., Suite 2
Sarasota, FL 34237
Ph: 941.365.4771
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA2600926
Lndscp. Lic. No. LC0000298

OVERALL SITE PLAN

Walmart

LIQUOR BOX EXPANSION
STORE NO. 5911, BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

Sheet No.
C-1

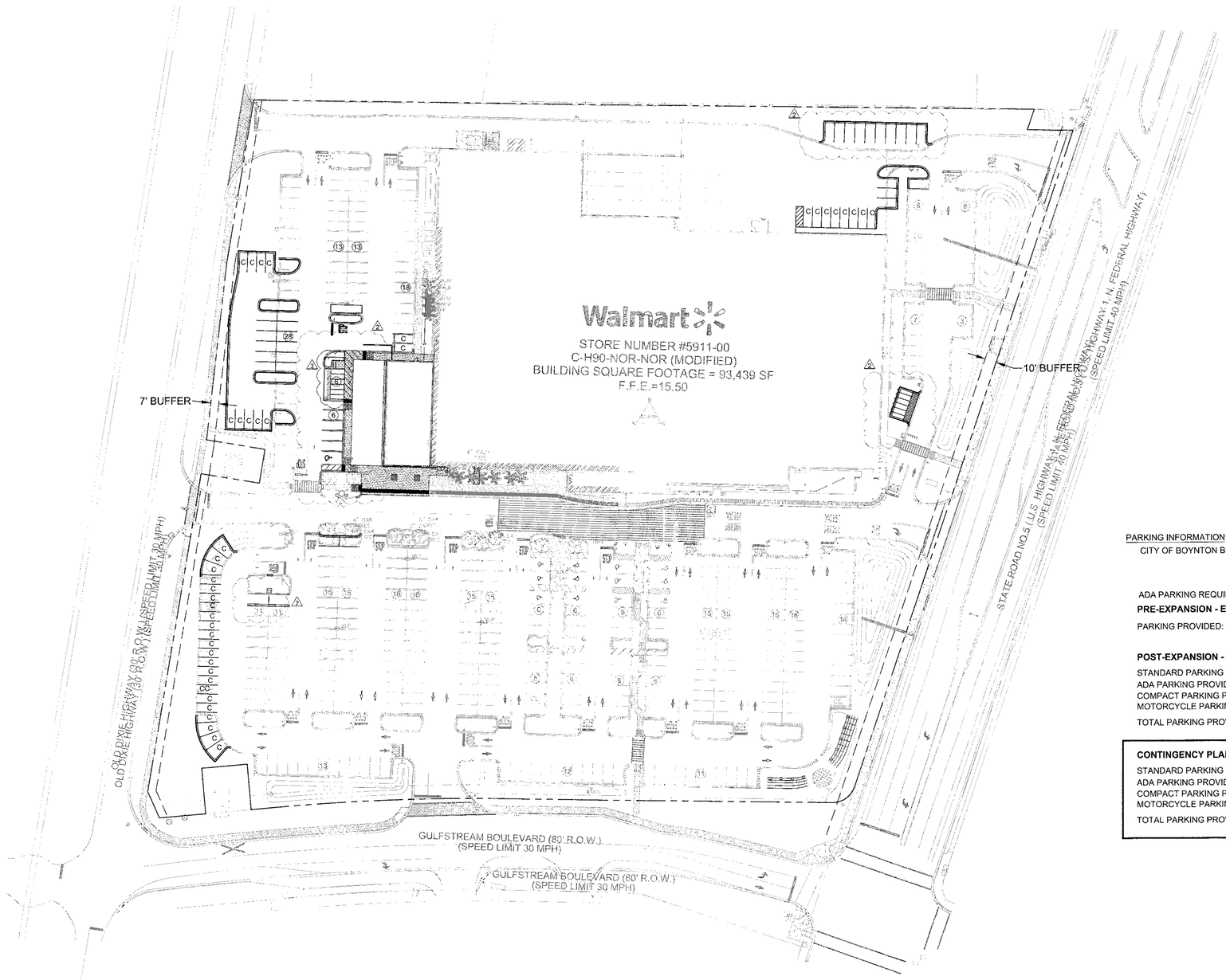

FIGURE 3

N

GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1 inch = 50 ft.

PARKING INFORMATION

CITY OF BOYNTON BEACH REQUIRED PARKING:	85,313	427	5.00 / 1000 S.F. RETAIL
	12,157	16	1.00 / 800 S.F. STOCKROOM
	97,470	443	TOTAL

ADA PARKING REQUIRED: 2% OF TOTAL SPACES PROVIDED

PRE-EXPANSION - EXISTING CONDITION:

PARKING PROVIDED: 425 SP. / 93,755 S.F.= 4.53 SP. / 1,000 S.F.
(NOT INCLUDING 12 SPACES ALLOCATED FOR CART CORRALS.)

POST-EXPANSION - PROPOSED CONDITION:

STANDARD PARKING PROVIDED:	376 SPACES (NOT INCLUDING 12 SPACES ALLOCATED FOR CART CORRALS.)
ADA PARKING PROVIDED:	12 SPACES
COMPACT PARKING PROVIDED:	2 SPACES
MOTORCYCLE PARKING PROVIDED:	6 SPACES
TOTAL PARKING PROVIDED:	396 SPACES - (396 / 97,470 = 4.06 SP PER 1000 S.F.)

CONTINGENCY PLAN CONDITION:

STANDARD PARKING PROVIDED:	379 SPACES (NOT INCLUDING 12 SPACES ALLOCATED FOR CART CORRALS.)
ADA PARKING PROVIDED:	12 SPACES
COMPACT PARKING PROVIDED:	40 SPACES
MOTORCYCLE PARKING PROVIDED:	12 SPACES
TOTAL PARKING PROVIDED:	443 SPACES - (443 / 97,470 = 4.54 SP PER 1000 S.F.)

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DANIEL P. MOVER LICENSE No. 69954 STATE OF FLORIDA PROFESSIONAL ENGINEER

No.	Date	Revision	By
3	07-15-16	PR NO. 4	D.P.M.
2	06-15-16	PR NO. 2	D.P.M.
1	04-18-16	PR NO. 1	D.P.M.

Designed by: KMU
Drawn by: KMU
Checked by: DPM
Approved by: DPM
Scale:
Date: 04/2016
Job No.: B15029
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Arch. Lic. No. AA26000926
Lndscp. Lic. No. LC0000298

PARKING CONTINGENCY PLAN

Walmart

LIQUOR BOX EXPANSION
STORE NO. 5911, BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

Sheet No.
P-1

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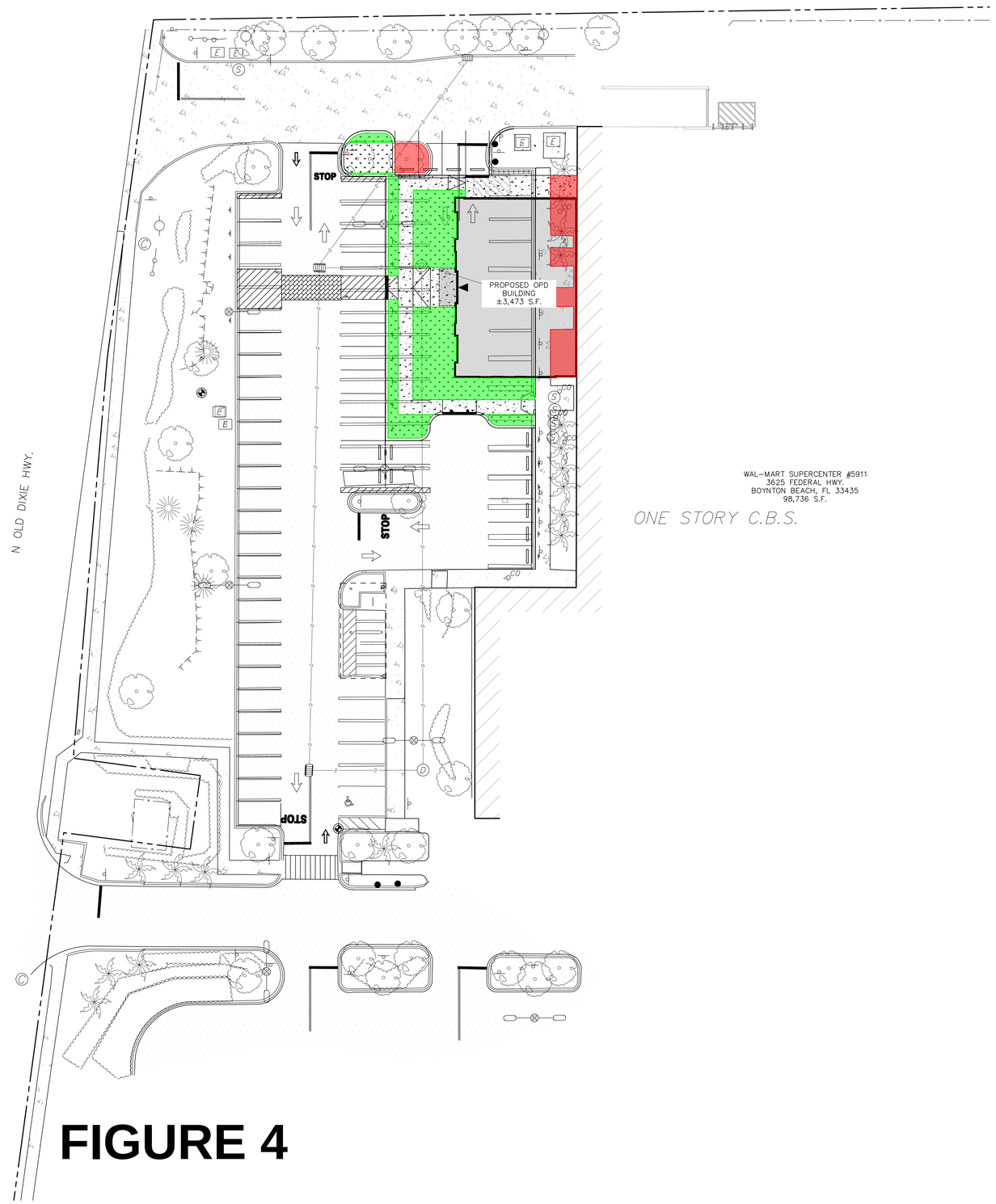

WAL-MART SUPERCENTER #5911
3625 FEDERAL HWY.
BOYNTON BEACH, FL 33435
98,736 S.F.

ONE STORY C.B.S.

FIGURE 4



VICINITY MAP
SCALE IN FEET

AREA IMPACT SUMMARY

PROPOSED IMPERVIOUS AREA [SF]	PROPOSED PERVIOUS AREA [SF]	NET INCREASE IN PERVIOUS AREA [SF]	NET INCREASE IN PERVIOUS AREA [AC]
853	2,033	1,180	0.027

LEGEND

- PROPOSED PERVIOUS AREA
- PROPOSED IMPERVIOUS AREA

SURVEYOR'S NOTES

1. INITIAL SURVEY DATA ACQUISITION WAS PERFORMED BY LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES WITH A LAST DAY OF ACQUISITION ON AUGUST 27, 2025. INITIAL SURVEY DATA COMPUTATIONS AND ANALYSIS WERE COMPLETED ON SEPTEMBER 1, 2025.

PROPOSED LAND COVER PLAN

Date: 7/23/2026 Time: 15:36 User: mlancheros Style Table: Langan.stb Layout: PROPOSED LANDCOVER AREA Document Code: EX01-342044901-0401-CS101-0101

REVISIONS	BY

493

LANGAN

LANGAN
Langan Engineering and Environmental Services, LLC.
13485 Veterans Way, Suite 120
Orlando, FL 32827
T: 407.974.2900 F: 407.974.2901 www.langan.com
CBE Registry No. 6000001 LB 0001724 LB 3186

NOT FOR CONSTRUCTION

Project No. 342044901

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WAL-MART STORES EAST, LP.
702 SW 8TH STREET
BENTONVILLE, AR 72716

Walmart

DRAWN	
CHECKED	
DATE	24 JULY, 2026
SCALE	AS NOTED
JOB No.	342044901
SHEET	FG 5

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PROPOSED EXPANSION FOR

WAL-MART SUPERCENTER #5911.276

3625 S FEDERAL HIGHWAY
CITY OF BOYNTON BEACH
PALM BEACH COUNTY, FLORIDA

UTILITY RESPONSIBILITY MATRIX FOR THIS PROJECT

	UTILITY/ GOVERNING AGENCIES CONTACTS	CONTRACTOR RESPONSIBILITY-	OTHERS RESPONSIBILITY-
SANITARY SEWER	UTILITY DEPARTMENT 124 N. WOOLBRIGHT ROAD, BOYNTON BEACH, FL 33435 CONTACT: CUSTOMER SERVICE PHONE: (561) 742-6300	PROVIDE AND INSTALL SANITARY SEWER LINES AND ASSOCIATED APPURTENANCES PER THE PLANS AND SPECIFICATION ALL PUBLIC AND PRIVATE SANITARY SEWER LINES SHALL BE C-900 SDR-18 PVC OR DIP.	
WATER	UTILITY DEPARTMENT 124 N. WOOLBRIGHT ROAD, BOYNTON BEACH, FL 33435 CONTACT: CUSTOMER SERVICE PHONE: (561) 742-6300	PROVIDE AND INSTALL ALL WATER MAINS AND ASSOCIATED APPURTENANCES PER THE PLANS AND SPECIFICATION ALL PUBLIC AND PRIVATE WATER MAINS SHALL BE C-900 CLASS 150 DR-18 PVC ALL PORTIONS OF THE FIRE PROTECTION WATER SYSTEM SHALL BE INSTALLED BY A LICENSED FIRE SPRINKLER CONTRACTOR ALL PORTIONS OF OTHER NON FIRE PROTECTION RELATED LINES MAY BE INSTALLED BY THE PLUMBING CONTRACTOR COORDINATE REQUIRED INSPECTION SERVICES WITH ENGINEER OF RECORD AND BOYNTON BEACH DEPARTMENT OF UTILITIES. SEE UTILITY PLAN FOR REQUIREMENTS.	
STORM SEWER	UTILITY DEPARTMENT 124 N. WOOLBRIGHT ROAD, BOYNTON BEACH, FL 33435 CONTACT: CUSTOMER SERVICE PHONE: (561) 742-6300	PROVIDE AND INSTALL ALL STORM SEWER LINES AND ASSOCIATED APPURTENANCES PER THE PLANS AND SPECIFICATION REFER TO GRADING PLAN FOR INFORMATION ON ALLOWABLE STORM SEWER MATERIALS	

THIS MATRIX HAS BEEN PROVIDED FOR INFORMATIONAL PURPOSES. THE CONTRACTOR SHALL PROVIDE ANY AND ALL APPURTENANCES, TRENCHING AND BACKFILL, AND OTHER INCIDENTALS TO MEET OR EXCEED THE SPECIFICATIONS OF THE ITEMS LISTED.

ADDITIONAL GOVERNING AGENCIES CONTACTS:

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESOURCE MANAGEMENT - NPDES
DEPARTMENT OF WATER RESOURCE MANAGEMENT
400 NORTH CONGRESS AVENUE, SUITE 300
WEST PALM BEACH, FLORIDA, 33401
PHONE: (561) 681-6600

CABLE - XFINITY
PHONE: 1-(800)-934-6489

CITY OF BOYNTON BEACH DEVELOPMENT DEPARTMENT
100 E BOYNTON BEACH BLVD.
BOYNTON BEACH, FLORIDA
CONTACT: YAZAN BATA
PHONE: (561) 742-6264

FLORIDA DEPARTMENT OF TRANSPORTATION
DEPARTMENT OF TRANSPORTATION
3400 WEST COMMERCIAL BOULEVARD
FORT LAUDERDALE, FLORIDA, 33309
PHONE: (866) 366-8435

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33406
PHONE: (561)-686-8800

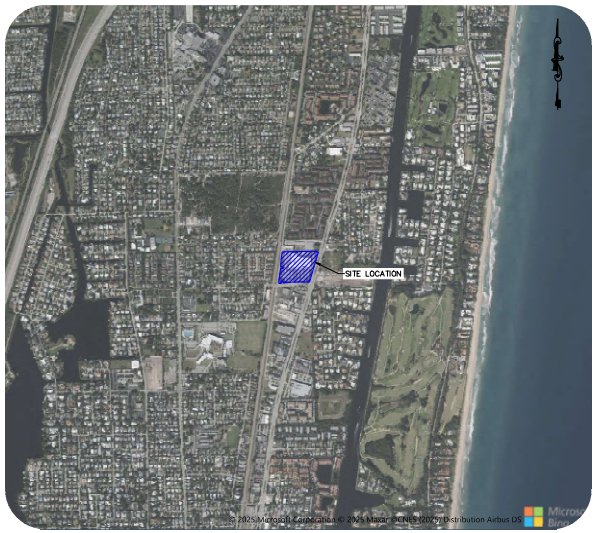
SURVEYOR, CIVIL ENGINEER, GEOTECHNICAL ENGINEER & LANDSCAPE ARCHITECT

LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, LLC.
13485 VETERANS WAY, SUITE 120
ORLANDO, FLORIDA, 32827
(407)974-2900 TELEPHONE
(407)974-2900 FAX

GOVERNING STANDARDS

FDOT STANDARDS FOR ROAD CONSTRUCTION LATEST EDITION FY 2025-2026

CITY OF BOYNTON BEACH "ENGINEERING STANDARDS MANUAL" DATED NOVEMBER 2021.



SITE LOCATION MAP
1"= 1000'

SHEET INDEX

CIVIL

1.	C-0	COVER SHEET
2.	SW-1	EROSION & SEDIMENT CONTROL NOTES
3.	SW-2	EROSION & SEDIMENT CONTROL PLAN
4.	SW-3	EROSION & SEDIMENT CONTROL DETAILS
5.	SW-4	EROSION & SEDIMENT CONTROL DETAILS
6.	DM-1	PAVEMENT & DEMOLITION PLAN
7.	C-1.0	OVERALL SITE PLAN
8.	C-1.1	SITE PLAN
9.	SSM-1	STOP SIGNS & MARKINGS PLAN
10.	SECP-1	DEMOLITION & SITE CONSTRUCTION PLAN
11.	OPD-1	PICKUP DIRECTIONAL SIGNAGE PLAN
12.	C-2	GRADING & DRAINAGE PLAN
13.	C-3	UTILITY PLAN
14.	D-1	SITE PLAN DETAILS
15.	D-2	SITE PLAN DETAILS
16.	D-3	SITE PLAN NOTES
17.	D-4	SITE PLAN NOTES

SUPPLEMENTAL DRAWINGS

SURVEY

1.	VL-101	BOUNDARY AND TOPOGRAPHIC SURVEY

LANDSCAPE

1.	C-4	TREE MITIGATION PLAN
2.	C-5	LANDSCAPE PLAN
3.	C-6	PHOTOMETRIC PLAN
4.	D-5	LANDSCAPE NOTES AND DETAILS

EXHIBIT

1.	EX-1	SUSTAINABILITY EXHIBIT

3

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED
READY FOR DECISION
Planning & Zoning Division
November 13, 2026
Project #: 2025.09.5739
APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

ALERT TO CONTRACTOR:

1. THE SITEWORK FOR THE WAL-MART PORTION OF THIS PROJECT SHALL MEET OR EXCEED THE "WAL-MART STANDARD SITEWORK SPECIFICATIONS."
2. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICES.

REVISIONS	BY
07-24-2026 CITY OF BOYNTON BEACH COMMENTS	1
09-17-2025 CITY OF BOYNTON BEACH COMMENTS	2
10-08-2025 CITY OF BOYNTON BEACH COMMENTS	3

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FBPE Register No. 00006466 | LB #7128

Project No. 342044901

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

DRAWN BY
CHECKED
AR
DATE
26 AUGUST 2025
SCALE
AS NOTED
JOB No.
342044901
SHEET
C-0

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GENERAL NOTES

A. PROJECT OFFICE WALL SWPPP POSTINGS:
THE FOLLOWING ITEMS MUST BE POSTED TOGETHER IN A SINGLE, ORGANIZED LOCATION ON A WALL INSIDE THE PROJECT OFFICE: 1) SWPPP SITE MAPS (ALL PHASES); 2) SWPPP DETAIL SHEETS; 3) MAP SHOWING LOCATION OF OFFSITE IMPORT OR EXPORT FACILITY; 4) REVISIONS TO DETAILS, SITE MAPS, OR SWPPP-RELATED RFIS; 5) SITE SWPPP BINDER; 6) SWCT PLACARD; 7) CURRENT OWNER STORMWATER COMPLIANCE TRAINING CERTIFICATES FOR SUPERINTENDENT(S) AND COMPLIANCE OFFICER(S); AND 8) CERTIFICATIONS AND/OR TRAINING CERTIFICATES REQUIRED TO PERFORM INSPECTIONS BY THE APPLICABLE CONSTRUCTION GENERAL PERMIT OR AUTHORITY HAVING JURISDICTION.

NPDES STORMWATER NOTICES CENTER, MS #2510 FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, 2600 BLAIR STONE ROAD, TALLAHASSEE, FLORIDA 32399-240

B. PERMITTED PROJECT AREA:
FOR PURPOSES OF THIS SWPPP AND ASSOCIATED STORMWATER PERMIT, 'PERMITTED PROJECT AREA' IS DEFINED AS ANY AND ALL AREAS WITHIN THE PROJECT LIMITS OF DISTURBANCE, AS SHOWN ON THE SWPPP SITE MAPS AND IDENTIFIED IN THE NOTICE OF INTENT TO THE AGENCY. ALL GROUND-DISTURBING AND CONSTRUCTION-RELATED ACTIVITIES (MATERIAL STORAGE, DUMPSTERS, PARKING AREAS, PROJECT OFFICE TRAILER, ETC.) MUST BE INCLUDED WITHIN THE PERMITTED PROJECT AREA LIMITS OF DISTURBANCE.

OFFSITE AREA(S) TO BE DISTURBED AS PART OF THIS PROJECT (NOT ON OWNER PROPERTY):
(EDITOR NOTE: DESCRIBE ANY WORK, CONTAINED WITHIN THE PERMITTED LIMITS OF DISTURBANCE, WHICH EXTENDS OR MAY EXTEND BEYOND THE OWNER'S PROPERTY BOUNDARY [ROAD WORK, UTILITY IMPROVEMENTS, WETLAND MITIGATION, REGIONAL STORMWATER BASIN(S), ETC.]).

ALL AREAS OUTSIDE THE PERMITTED PROJECT AREA (I.E., LIMITS OF DISTURBANCE) ACQUIRED FOR USE BY THE GC OR A SUBCONTRACTOR OF THE GC (BORROW SOURCES, DISPOSAL AREAS, ETC.) MUST BE MANAGED IN ACCORDANCE WITH APPENDIX E - TAB 21 OF THE 02370 SPECIFICATION. THE CONTRACTOR IS REQUIRED TO LOCATE OFFICE TRAILERS AND MATERIAL STORAGE AREAS FOR THE PROJECT WITHIN THE LIMITS OF DISTURBANCE. THE CONTRACTOR MAY REQUEST USE OF OFF-SITE LOCATIONS FOR OFFICE TRAILERS OR NON-ERODIBLE MATERIAL STORAGE; HOWEVER, APPROVAL MUST BE OBTAINED FROM THE CONSTRUCTION MANAGER, THE CEC AND THE WAL-MART SWCT PRIOR TO THEIR USE. REQUESTS WILL BE REVIEWED ON A CASE BY CASE BASIS AND IF APPROVED, LIMITATIONS ON USE WILL BE PROVIDED BY THE CEC.

C. SPECIAL PROJECT AREAS:
THERE ARE NO SPECIAL PROJECTS, LOCATED BEYOND THE OWNER PERMITTED PROJECT AREA, REQUIRING INSPECTION AND MAINTENANCE ASSOCIATED WITH THIS CONSTRUCTION PROJECT.

D.1 NON-STORMWATER DISCHARGES:
THE GENERAL PERMIT FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES PROHIBITS MOST NON-STORMWATER DISCHARGES DURING THE CONSTRUCTION PHASE. ALLOWABLE NON-STORMWATER DISCHARGES THAT OCCUR DURING CONSTRUCTION ON THIS PROJECT, ARE INCLUDED IN "NOTICE OF INTENT TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES" (DEP FORM 62-621.300(4)(B).

BEST MANAGEMENT PRACTICES (BMPS) MUST BE IMPLEMENTED FOR THE GENERAL PERMIT ALLOWABLE DISCHARGES FOR THE DURATION OF THE PERMIT. THE TECHNIQUES DESCRIBED IN THIS SWPPP FOCUS ON PROVIDING CONTROL OF POLLUTANT DISCHARGES WITH PRACTICAL APPROACHES THAT UTILIZE READILY AVAILABLE EXPERTISE, MATERIAL, AND EQUIPMENT.

NON-STORMWATER COMPONENTS OF SITE DISCHARGES MUST BE UNCONTAMINATED NON-TURBID WATER. ALL NON-STORMWATER DISCHARGES MUST BE ROUTED TO A STORMWATER CONTROL PRIOR TO DISCHARGE. WATER USED FOR CONSTRUCTION WHICH DISCHARGES FROM THE SITE MUST ORIGINATE FROM A PUBLIC WATER SUPPLY OR PRIVATE WELL APPROVED BY THE STATE HEALTH DEPARTMENT. WATER USED FOR CONSTRUCTION THAT DOES NOT ORIGINATE FROM AN APPROVED PUBLIC SUPPLY MUST NOT DISCHARGE FROM THE SITE; IT CAN BE RETAINED IN RETENTION PONDS UNTIL IT INFILTRATES OR EVAPORATES. WHEN NON-STORMWATER IS DISCHARGED FROM THE SITE, IT MUST BE DONE IN A MANNER SUCH THAT IT DOES NOT CAUSE EROSION OF THE SOIL DURING DISCHARGE.

D.2 POWER WASHING:
PROCESS WATER SUCH AS POWER WASHING WATER AND CONCRETE CUTTING EFFLUENT, AMONG OTHERS, MUST BE COLLECTED FOR TREATMENT AND DISPOSAL. IT MUST NOT BE FLUSHED INTO THE SITE STORM DRAIN SYSTEM OR DISCHARGED OFF-SITE.

D. DISCHARGE POINTS:
ALL DISCHARGE POINTS MUST BE INSPECTED TO DETERMINE WHETHER EROSION AND SEDIMENTATION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING DISCHARGE OF SEDIMENT FROM THE SITE AND/OR IMPACTS TO RECEIVING WATERS. SEDIMENT ACCUMULATION DOWNGRADIENT OF DISCHARGE LOCATIONS SHALL BE REPORTED AS A SEDIMENT DISCHARGE (SEE APPENDIX E - TAB 14, SEDIMENT RELEASES, OF THE 02370 SPECIFICATION) AND THE POTENTIAL UPSTREAM CAUSE SHALL BE INVESTIGATED TO PREVENT FUTURE OCCURRENCE. CONTACT THE CM, CEC AND SWCT TO DETERMINE APPROPRIATE ACTION FOR CLEANUP OF DISCHARGED SEDIMENT THAT MAY BE OUTSIDE OF THE LIMITS OF DISTURBANCE. SEE SAMPLING AND MONITORING OF EFFLUENT PLAN (IF APPLICABLE).

EROSION AND SEDIMENT CONTROL NOTES

A. CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THIS STORM WATER POLLUTION PREVENTION PLAN. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST OF OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.

B. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.

C. SITE MAP MUST CLEARLY DELINEATE ALL STATE WATERS. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.

D. CONTRACTOR TO LIMIT DISTURBANCE OF SITE IN STRICT ACCORDANCE WITH SWPPP IMPLEMENTATION SEQUENCE, OR AS REQUIRED BY THE APPLICABLE GENERAL PERMIT. NO UNNECESSARY OR IMPROPERLY SEQUENCED CLEARING AND/OR GRADING SHALL BE PERMITTED.

E. ALL DENUDED/BARE AREAS THAT WILL BE INACTIVE FOR 14 DAYS OR MORE, MUST BE STABILIZED IMMEDIATELY UPON COMPLETION OF MOST RECENT GRADING ACTIVITY, WITH THE USE OF FAST-GERMINATING ANNUAL GRASS/GRAIN VARIETIES, STRAW/HAY MULCH, WOOD CELLULOSE FIBERS, TACKIFIERS, NETTING AND/OR BLANKETS. COMPLETION MUST BE ACHIEVED WITHIN 14 DAYS.

F. THE CONTRACTOR SHALL SUBMIT A NOTICE OF TERMINATION (NOT) WITHIN 14 CALENDAR DAYS AFTER THE SITE HAS ACHIEVED FINAL STABILIZATION (I.E. ALL DISTURBED SOILS AT THE SITE HAVE BEEN FINAL STABILIZED), TEMPORARY BMPS HAVE BEEN REMOVED, AND STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY FROM THE SITE AUTHORIZED BY THE PERMIT HAVE BEEN ELIMINATED.

G. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY STABILIZED AS SHOWN ON THE PLANS. THESE AREAS SHALL BE SEEDED, SODDED, AND/OR VEGETATED IMMEDIATELY, AND COMPLETED NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS. REFER TO THE GRADING PLAN AND/OR LANDSCAPE PLAN.

H. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION. TEMPORARY AND/OR PERMANENT STABILIZATION SHALL BE APPLIED PER REQUIREMENTS IN THESE E&S CONTROL NOTES.

I. DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION AND SEDIMENT CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION AND POLLUTANT DISCHARGE OFF-SITE.

J. ALL MEASURES STATED ON THIS SITE MAP, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON IN ACCORDANCE WITH THE CONTRACT DOCUMENTS OR THE APPLICABLE PERMIT, WHICHEVER IS MORE STRINGENT, AND REPAIRED IN ACCORDANCE WITH THE SITE PLANS.

K. STORM WATER POLLUTANT CONTROL MEASURES INSTALLED DURING CONSTRUCTION, THAT WILL ALSO PROVIDE STORM WATER MANAGEMENT AFTER CONSTRUCTION, ARE INCLUDED IN THE CONTRACT DOCUMENTS. THE SITE-SPECIFIC POST CONSTRUCTION STORM WATER OPERATION AND MAINTENANCE (O&M) MANUAL IS INCLUDED IN THE CONTRACT DOCUMENTS.

L. ALL PERMANENT CONTROLS AND SYSTEMS MUST BE INSTALLED AND FUNCTIONING AS DESIGNED AND FREE OF ACCUMULATED SEDIMENT AND DEBRIS DURING FINAL PROJECT INSPECTION AND APPROVAL.

HAZARDOUS MATERIAL MANAGEMENT & SPILL REPORTING

ANY HAZARDOUS OR POTENTIALLY HAZARDOUS MATERIAL THAT IS BROUGHT ONTO THE CONSTRUCTION SITE SHALL BE HANDLED PROPERLY TO REDUCE THE POTENTIAL FOR STORMWATER POLLUTION. ALL MATERIALS USED ON THIS CONSTRUCTION SITE SHALL BE PROPERLY STORED, HANDLED, DISPENSED AND DISPOSED OF FOLLOWING ALL APPLICABLE LABEL DIRECTIONS. FLAMMABLE AND COMBUSTIBLE LIQUIDS SHALL BE STORED AND HANDLED ACCORDING TO APPLICABLE REGULATIONS, AND, AT A MINIMUM, ACCORDING TO 29 CFR 1926.152. ONLY APPROVED CONTAINERS AND PORTABLE TANKS SHALL BE USED FOR STORAGE AND HANDLING OF FLAMMABLE AND COMBUSTIBLE LIQUIDS.

MATERIAL SAFETY DATA SHEETS (MSDS) INFORMATION SHALL BE KEPT ON SITE FOR ANY AND ALL APPLICABLE MATERIALS. HOWEVER, MSDS MAY ALSO BE ACCESSED VIA TELEPHONE OR OTHER ELECTRONIC MEANS OR APPARATUS.

IN THE EVENT OF AN ACCIDENTAL SPILL, IMMEDIATE ACTION SHALL BE TAKEN BY THE GC TO CONTAIN AND REMOVE THE SPILLED MATERIAL. THE SPILL SHALL BE REPORTED TO THE APPROPRIATE AGENCIES IN THE REQUIRED TIME FRAMES. AS REQUIRED UNDER THE PROVISIONS OF THE CLEAN WATER ACT, ANY SPILL OR DISCHARGE ENTERING WATERS OF THE UNITED STATES SHALL BE PROPERLY REPORTED.

ALL HAZARDOUS MATERIALS, INCLUDING CONTAMINATED SOIL AND LIQUID CONCRETE WASTE, SHALL BE DISPOSED OF BY THE CONTRACTOR IN THE MANNER SPECIFIED BY FEDERAL, STATE AND LOCAL REGULATIONS AND BY THE MANUFACTURER OF SUCH PRODUCTS.

THE GC SHALL PREPARE A WRITTEN RECORD OF ANY SPILL AND ASSOCIATED CLEAN-UP ACTIVITIES OF PETROLEUM PRODUCTS OR HAZARDOUS MATERIALS IN EXCESS OF 1 GALLON OR REPORTABLE QUANTITIES, WHICHEVER IS LESS, ON THE DAY OF THE SPILL. THE GC SHALL PROVIDE NOTICE TO OWNER, VIA THE ONLINE CRITICAL INCIDENT REPORT, IMMEDIATELY UPON IDENTIFICATION OF ANY SPILL. SPILL REPORT FORMS ARE AVAILABLE IN THE ONLINE SWPPP REPORTING SYSTEM PROVIDED BY THE OWNER. COPIES OF SPILL CRITICAL INCIDENT REPORTS SHALL BE PRINTED AND MAINTAINED IN THE JOBSITE BINDER.

ANY SPILLS OF PETROLEUM PRODUCTS OR HAZARDOUS MATERIALS IN EXCESS OF REPORTABLE QUANTITIES AS DEFINED BY EPA OR THE STATE OR LOCAL AGENCY REGULATIONS, SHALL BE IMMEDIATELY REPORTED TO THE EPA NATIONAL RESPONSE CENTER (1-800-424-8802) AND NPDES STORMWATER NOTICES CENTER, MS #2510 FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, 2600 BLAIR STONE ROAD, TALLAHASSEE, FLORIDA 32399-2400.
THE STATE REPORTABLE QUANTITY FOR PETROLEUM PRODUCTS IS: 25 GALLONS. IMMEDIATELY CONTACT THE STATE WATCH OFFICE BY PHONE AT 1-800-320-0519.

THE REPORTABLE QUANTITY FOR HAZARDOUS MATERIALS CAN BE FOUND IN 40 CFR 302 AND
https://floridadep.gov/water/source-drinking-water/content/hazardous-materialspetroleum-spills-swo-incidents

TO MINIMIZE THE POTENTIAL FOR A SPILL OF PETROLEUM PRODUCT OR HAZARDOUS MATERIALS TO COME IN CONTACT WITH STORMWATER, THE FOLLOWING STEPS SHALL BE IMPLEMENTED:

1) ALL MATERIALS WITH HAZARDOUS PROPERTIES, SUCH AS PESTICIDES, PETROLEUM PRODUCTS, FERTILIZERS, SOAPS, DETERGENTS, CONSTRUCTION CHEMICALS, ACIDS, BASES, PAINTS, PAINT SOLVENTS, ADDITIVES FOR SOIL STABILIZATION, CONCRETE, CURING COMPOUNDS AND ADDITIVES, ETC., SHALL BE STORED IN A SECURE LOCATION, UNDER COVER AND IN APPROPRIATE, TIGHTLY SEALED CONTAINERS WHEN NOT IN USE.

2) THE MINIMUM PRACTICAL QUANTITY OF ALL SUCH MATERIALS SHALL BE KEPT ON THE JOB SITE AND SCHEDULED FOR DELIVERY AS CLOSE TO TIME OF USE AS PRACTICAL.

3) A SPILL CONTROL AND CONTAINMENT KIT (CONTAINING FOR EXAMPLE, ABSORBENT MATERIAL SUCH AS KITTY LITTER OR SAWDUST, ACID, BASE, NEUTRALIZING AGENT, BROOMS, DUST PANS, MOPS, RAGS, GLOVES, GOGGLES, PLASTIC AND METAL TRASH CONTAINERS, ETC.) SHALL BE PROVIDED AT THE CONSTRUCTION SITE AND ITS LOCATION(S) SHALL BE IDENTIFIED WITH LEGIBLE SIGNAGE AND SHOWN ON SITE MAPS.
   a. THE SPILL CONTROL AND CONTAINMENT KIT SUPPLIES SHALL BE OF SUFFICIENT QUANTITIES AND APPROPRIATE CONTENT TO CONTAIN A SPILL FROM THE LARGEST ANTICIPATED PIECE OF EQUIPMENT AND FROM THE LARGEST ANTICIPATED QUANTITIES OF PRODUCTS STORED ON THE SITE AT ANY GIVEN TIME.
   b. CONTENTS SHALL BE INSPECTED DAILY DURING THE DAILY STORMWATER INSPECTION.

4) ALL PRODUCTS SHALL BE STORED IN AND USED FROM THE ORIGINAL CONTAINER WITH THE ORIGINAL PRODUCT LABEL. CONTAINERS MUST BE STORED IN A MANNER TO PROTECT THEM FROM THE ELEMENTS AND INCIDENTAL DAMAGE.

5) ALL PRODUCTS SHALL BE USED IN STRICT COMPLIANCE WITH INSTRUCTIONS ON THE PRODUCT LABEL.

6) THE DISPOSAL OF EXCESS OR USED PRODUCTS SHALL BE IN STRICT COMPLIANCE WITH INSTRUCTIONS ON THE PRODUCT LABEL AND REGULATIONS.

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED
READY FOR DECISION
Planning & Zoning Division
November 12, 2026
CITY OF BOYNTON BEACH
Project #: 2025.09.5739
APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

DEVELOPER/OWNER:
WALMART INC.
c/o WALMART PROPERTY TAX DEPARTMENT
PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC

EROSION AND SEDIMENT CONTROL NOTES

Date: 10/6/2026 Time: 12:50 User: mlaschenes Style Table: Langan.stb Layout: SW-1 Document Code: 342044901-DWG-CE101-SW101

REVISIONS | BY

LANGAN

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FBPE Region No. 00000610 LB 6718 LB 8199

Project No. 342044901

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

Walmart

DRAWN BH
CHECKED AK
DATE 26 AUGUST 2026
SCALE AS NOTED
JOB No. 342044901
SHEET SW-1

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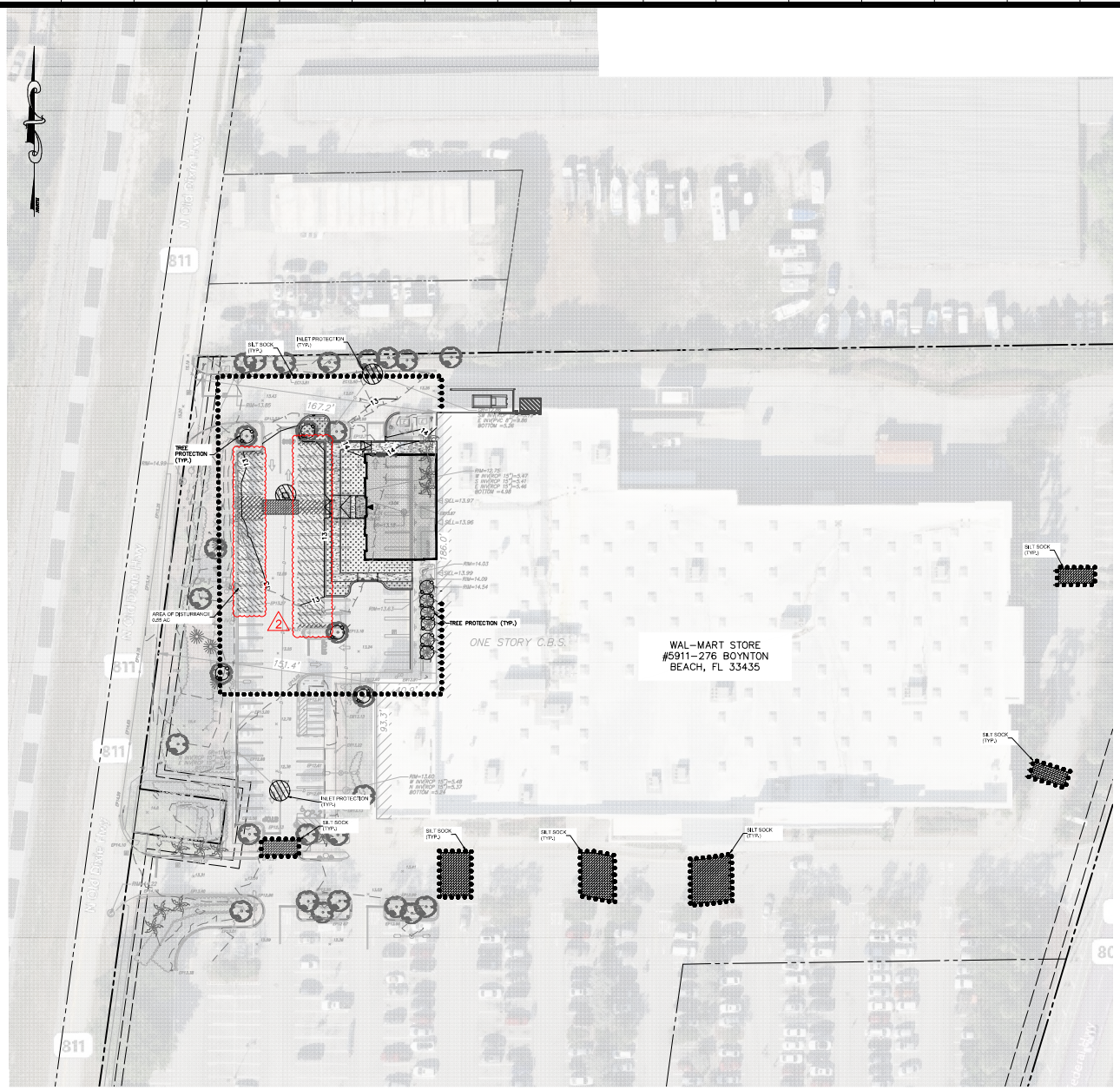

LEGEND

SITE FEATURES

- BOUNDARY LINE
- RIGHT OF WAY LINE
- PROPOSED LIMITS OF DISTURBANCE
- PROPOSED GRADING/DRAINAGE EASEMENT
- XXX EXISTING CONTOUR ELEVATIONS
- STORM DRAIN
- DIRECTION OF OVERLAND FLOW
- LIMITS OF DRAINAGE SUB-BASIN
- 100 YEAR FLOOD PLAIN
- SOIL BOUNDARY
- SLOPE ARROW
- SILT SOCK

EROSION DETAILS

- AV ANTI-VORTEX DEVICE
- CD ROCK CHECK DAM
- CE TEMPORARY CONSTRUCTION EXIT
- DD TEMPORARY DIVERSION DIKE
- DS DEWATERING SYSTEM / STRUCTURE
- DV DIVERSION
- SF TEMPORARY SILT FENCE
- ST TEMPORARY SEDIMENT TRAP
- ECL PERMANENT EROSION CONTROL LINING
- SB TEMPORARY SEDIMENT BASIN
- RR RIP-RAP PAD
- SDD SILT DIKE DIVERSION
- SCD SILT DIKE CHECK DAM
- SS SWPPP INFORMATION SIGN
- IP INLET PROTECTION
- TPF TREE PROTECTION FENCE

EROSION NOTES

- TS TEMPORARY SEEDING AND MULCH
- PROVIDE BARRICADE AT ALL ENTRANCE LOCATIONS W/O TEMP. STONE CONSTRUCTION EXIT
- 2 PROPOSED PERMEABLE PAVEMENT

PERIMETER SEDIMENT AND EROSION CONTROL MEASURES AND TURBIDITY CONTROL, IF APPLICABLE, MUST BE IN PLACE PRIOR TO REQUESTING THE PRE-CONSTRUCTION MEETING, OR BEFORE CLEARING OR CONSTRUCTION OCCURS

SWPPP UPDATES AND AMENDMENTS

THE GC MUST UPDATE THE SWPPP, INCLUDING THE JOBSITE BINDER AND SITE MAPS, TO REFLECT THE PROGRESS OF CONSTRUCTION ACTIVITIES AND GENERAL CHANGES TO THE PROJECT SITE. UPDATES SHALL BE MADE DAILY TO TRACK PROGRESS WHEN ANY OF THE FOLLOWING ACTIVITIES OCCUR: BMP INSTALLATION, MODIFICATION OR REMOVAL, CONSTRUCTION ACTIVITIES (E.G., PAVING, STORM SEWER INSTALLATION, FOOTING INSTALLATION, ETC.), CLEARING, GRUBBING OR GRADING, OR TEMPORARY OR PERMANENT STABILIZATION.

IMPORTANT:
THE GENERAL CONTRACTOR MUST SUBMIT A REQUEST FOR INFORMATION (RFI) TO THE CEC AND OBTAIN WRITTEN CEC APPROVAL BEFORE DOING ANY OF THE FOLLOWING:

1. MODIFYING EROSION OR SEDIMENT CONTROL BMPS (SUBSTITUTIONS ARE TYPICALLY ONLY APPROVED IF SPECIFIED MATERIALS ARE NOT AVAILABLE OR THERE IS A VALID REASON THE SPECIFIED BMP WILL NOT WORK)
2. ADDING/DELETING EROSION OR SEDIMENT CONTROL BMPS;
3. MODIFYING THE SWPPP IMPLEMENTATION SEQUENCE; OR
4. PERFORMING ANY ACTIONS OR IN ANY MANNER THAT IS CONTRARY TO THE SWPPP.

THE CONTRACTOR MAY MODIFY OR ADD ADDITIONAL BMPS, WITHOUT CEC APPROVAL, IN AN EMERGENCY SITUATION TO PREVENT SEDIMENT DISCHARGE OR PROTECT WATER QUALITY; HOWEVER, GC MUST NOTIFY THE CEC AS SOON AS PRACTICAL AS TO THEIR ACTIONS TO DISCUSS THE NEED FOR ADDITIONAL OR SUPPLEMENTAL MEASURES AND TO OBTAIN THE REQUIRED APPROVALS. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE TO ENSURE COMPLIANCE WITH THE PERMIT AND PROTECTION OF DOWNSTREAM WATER QUALITY.

AMENDING THE SWPPP DOES NOT MEAN THAT IT HAS TO BE REPRINTED. IT IS ACCEPTABLE TO ADD ADDENDA, SKETCHES, NEW SECTIONS, DETAILS, AND/OR REVISED DRAWINGS THAT HAVE THE CEC NAME IN PRINT, ARE STAMPED, SIGNED, DATED, AND ARE ACCOMPANIED BY WRITTEN COPY OF THE ASSOCIATED RFI AND ITS RESPONSE FROM CEC. ENGINEERED ITEMS MUST BE SIGNED AND STAMPED BY THE CEC OF RECORD FOR THE PROJECT.

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

READY FOR DECISION

Planning & Zoning Division

November 12, 2026

Project #: 2025.09.5739

CITY OF BOYNTON BEACH

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

SCALE: 1 INCH = 30 FEET (30 0 15 30)

NOTE TO GENERAL CONTRACTOR:

PRIOR TO CONSTRUCTION, GC MUST CLEARLY DELINEATE AND MARK OFF AREAS IDENTIFIED IN THE SWPPP OR IN THE FIELD, TO BE PROTECTED (SUCH AS, NATURAL BUFFERS, TREES, HABITATS OF ENDANGERED/ THREATENED SPECIES, HISTORIC PROPERTIES, ETC.).

MINIMIZATION OF DISTURBED AREAS:

1. CONTRACTOR SHALL MANAGE CONSTRUCTION ACTIVITIES TO REDUCE EROSION AND RETAIN SEDIMENT AND OTHER POLLUTANTS IN THE SOIL AT THE CONSTRUCTION SITE.
2. CONTRACTOR SHALL MINIMIZE THE TIME BARE SOIL IS EXPOSED.
3. CONTRACTOR SHALL MINIMIZE SITE DISTURBANCE BY MINIMIZING THE EXTENT OF GRADING AND CLEARING TO EFFECTIVELY REDUCE SEDIMENT YIELD.

NOTE TO GC: OWNER HAS AUTHORITY AT ANY TIME TO LIMIT SURFACE AREA OF ERODIBLE EARTH MATERIAL EXPOSED BY CLEARING AND GRUBBING, EXCAVATION, BORROW AND EMBANKMENT OPERATIONS AND TO DIRECT THE GC TO PROVIDE IMMEDIATE PERMANENT OR TEMPORARY POLLUTION CONTROL MEASURES.

DEVELOPER/OWNER:
WALMART INC.
c/o WALMART PROPERTY TAX DEPARTMENT
PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC

EROSION AND SEDIMENT CONTROL PLAN

REVISIONS	BY
09-25-2026 PER SFWMD PERMITTER COORDINATION	1
10-07-2026 CITY OF BOYNTON BEACH COMMENTS	2

LANGAN

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FBPE Region No. 00000610 | EB 7120 | LB 918

Project No. 342044901

SUPERCENTER #5911-276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

DRAWN: RH
CHECKED: AR
DATE: 26 AUGUST 2026
SCALE: AS NOTED
JOB No.: 342044901
SHEET: SW-2

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ACREAGE SUMMARY (IN ACRES)		
1	WAL-MART PROPERTY AREA	9.36 ACRES
2	IMPERVIOUS AREA BEFORE PROJECT	7.54 ACRES
3	PERVIOUS AREA BEFORE PROJECT	1.82 ACRES
4	IMPERVIOUS AREA AT COMPLETION	7.51 ACRES
5	PERVIOUS AREA AT COMPLETION	1.85 ACRES

PER SITE PLAN SHEET 6040 PREPARED BY KIMLEY HORN DATED 3/4/2010.

LAST REVISED: JUNE 2013 | WAL-MART STANDARD DETAIL

SITE LOCATION SUMMARY	
ADDRESS:	3625 S FEDERAL HIGHWAY, BOYNTON BEACH, FL 33435
CENTER OF SITE:	
LATITUDE:	26°29'32.6"N 26.49°N
LONGITUDE:	80°03'50.4" 80.06°W
ADJACENT SURROUNDING PROPERTIES:	NORTH: AUTO SERVICE/PUBLIC STORAGE EAST: UNDEVELOPED/MEDICAL CENTER/ SINGLE-FAMILY HOMES SOUTH: SHOPPING CENTER/UNDEVELOPED WEST: RESIDENTIAL HOMES

LAST REVISED: JUNE 2012 | WAL-MART STANDARD DETAIL

PERFORMANCE STANDARDS

NOTES:

1. SUBSTANCES THAT HAVE THE POTENTIAL FOR POLLUTING SURFACE AND/OR GROUNDWATER MUST BE CONTROLLED BY ANY MEANS NECESSARY TO ENSURE THAT THOSE DO NOT DISCHARGE FROM THE SITE. IN THIS REGARD, POTENTIALLY POLLUTING SUBSTANCES SHALL BE STORED AND HANDLED IN A MANNER CONSISTENT WITH THE RISK OF IMPACT THOSE REPRESENT, AND ACCORDING WITH THE REGULATIONS.
2. NO SOLID MATERIALS, INCLUDING BUILDING MATERIALS, ARE ALLOWED TO BE DISCHARGED FROM THE SITE WITH STORMWATER. ALL SOLID WASTE, INCLUDING DISPOSABLE MATERIALS INCIDENTAL TO THE CONSTRUCTION ACTIVITIES, MUST BE COLLECTED AND HOUSED IN CONTAINERS. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORMWATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE. THE CONTAINERS SHALL BE HAULED AWAY FROM THE SITE AND EMPTIED WHEN THOSE BECOME MORE FULL, OR AS NECESSARY, BY A CERTIFIED TRASH DISPOSAL SERVICE. LIDS OR COVERS FOR THE CONTAINERS SHALL BE PROVIDED FOR USE DURING RAIN EVENTS TO PREVENT WASTE CONTACT WITH STORMWATER. WASTES THAT CANNOT BE STORED IN A CONTAINER MUST BE STORED UNDER COVER OR INDOORS. THE LOCATION OF SOLID WASTE RECEPTACLES SHALL BE SHOWN ON THE SITE MAPS.

SWD — SOLID WASTE DISPOSAL

LAST REVISED: JUNE 2013 | WAL-MART STANDARD DETAIL

NOTES:

1. CONTRACTOR SHALL PROVIDE DESIGNATED LOCATION FOR SORTING AND SEPARATING HAZARDOUS WASTES.
2. HAZARDOUS WASTE STORAGE MUST BE PROTECTED FROM WEATHER ELEMENTS AND HAVE RESTRICTED ACCESS.
3. HAZARDOUS WASTE STORAGE MUST COMPLY WITH LOCAL, STATE, AND FEDERAL REGULATIONS.
4. HAZARDOUS WASTE STORAGE MUST COMPLY WITH CONTRACT DOCUMENTS.

HWD — HAZARDOUS WASTE DISPOSAL

LAST REVISED: JUNE 2013 | WAL-MART STANDARD DETAIL

NOTES:

1. ALL PERSONNEL INVOLVED WITH CONSTRUCTION ACTIVITIES MUST COMPLY WITH STATE AND LOCAL SANITARY OR SEPTIC SYSTEM REGULATIONS. PORTABLE TOILETS MUST BE LOCATED AT LEAST 30 FEET FROM INLETS, CHANNELS, SWALES, OR PERMITTED LIMITS OF DISTURBANCE, AND MUST BE LOCATED AT LEAST 50 FEET FROM WATERS OF THE STATE, OR WATERS OF THE U.S.. PORTABLE TOILETS MUST BE SEQUINLY ANCHORED AND/OR TIED DOWN. SECONDARY CONTAINMENT SHALL BE PROVIDED AND FULL CAPACITY SHALL BE RESTORED IMMEDIATELY UPON DISCOVERY OF ITS DIMINISHMENT. THE LOCATION OF SANITARY FACILITIES SHALL BE SHOWN ON THE SITE MAPS.

SAF — SANITARY FACILITIES

LAST REVISED: JUNE 2013 | WAL-MART STANDARD DETAIL

NOTES:

1. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AREA AS CONDITIONS DEMAND.

TP — TEMPORARY PARKING

LAST REVISED: JUNE 2013 | WAL-MART STANDARD DETAIL

NOTES:

1. MATERIAL STORAGE AREAS SHOULD BE LOCATED, WHEN POSSIBLE, TO MINIMIZE EXPOSURE TO WEATHER. INSPECTIONS SHALL EVALUATE DISTURBED AREAS AND AREAS USED FOR STORING MATERIALS THAT ARE EXPOSED TO RAINFALL FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM OR DISCHARGING FROM THE SITE. IF NECESSARY, THE MATERIALS MUST BE COVERED OR ORIGINAL COVERS MUST BE REPAIRED OR SUPPLEMENTED. ALSO, PROTECTIVE BERMS MUST BE CONSTRUCTED. IF NEEDED, SEDIMENTARY RUNOFF FROM MATERIAL STORAGE AREAS. GC SHALL ADHERE TO ALL STATE AND LOCAL REGULATIONS PERTAINING TO MATERIAL STORAGE AREAS.
2. CHEMICALS, PAINTS, SOLVENTS, FERTILIZERS, AND OTHER TOXIC MATERIALS MUST BE STORED IN WATERPROOF CONTAINERS, EXCEPT DURING APPLICATION, THE CONTAINERS AND THE CONTENTS MUST BE KEPT IN TRUCKS OR INSIDE OF STORAGE FACILITIES. RUNOFF CONTAINING SUCH MATERIAL MUST BE COLLECTED, REMOVED FROM THE SITE, TREATED, AND DISPOSED OF AT AN APPROVED SOLID WASTE AND CHEMICAL DISPOSAL FACILITY.

MLSA — MATERIAL LAYDOWN AND STORAGE AREA

LAST REVISED: JUNE 2013 | WAL-MART STANDARD DETAIL

NOTES:

1. CONCRETE WASTE MANAGEMENT PERTAINS TO WASTE FROM CONCRETE READY-MIX TRUCKS, MASONRY OPERATIONS, AND SIMILAR WASTE.
2. DISCHARGE OF EXCESS OR WASTE CONCRETE AND/OR WASH WATER FROM CONCRETE TRUCKS IS ALLOWED AT THE CONSTRUCTION SITE. ONLY COMMERCIALLY AVAILABLE ABOVE GROUND PORTABLE CONCRETE WASHOUT CONTAINERS ARE ALLOWED AND MUST BE PROTECTED FROM VEHICLE TRAFFIC AND CLEARLY IDENTIFIED BY LEGIBLE SIGNAGE, AND MUST BE LOCATED OUTSIDE OF VEGETATED BUFFERS AND AS FAR AS PRACTICABLE FROM STORMWATER CONVEYANCES AND IMPOUNDMENTS AND WATER BODIES. PORTABLE CONCRETE WASHOUT CONTAINERS SHALL CONTAIN AND/OR ACTIVELY MANAGE BOTH, SOLID AND FLUID, COMPONENTS OF THE MIX. CONCRETE WASHOUT CONTAINERS MUST BE CLEANED OR EXCHANGED WHEN THE REMAINING VOLUME IS REDUCED BY 50% TO PREVENT ANY POTENTIAL OVERFLOW IN A STORM EVENT.
3. ALTERNATIVELY, WASTE CONCRETE CAN BE PLACED INTO FORMS TO MAKE RIP RAP AND/OR OTHER USEFUL CONCRETE PRODUCTS. PORTABLE CONCRETE WASHOUT CONTAINERS SHALL BE DISPOSED IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. THE GC IS RESPONSIBLE FOR ASSURING THAT THESE PROCEDURES, APPLICABLE LAWS, AND ENVIRONMENTAL REGULATIONS ARE FOLLOWED. THE LOCATION OF CONCRETE WASHOUT CONTAINERS SHALL BE SHOWN ON THE SITE MAPS.

CW — CEMENT AND CONCRETE WASHOUT

LAST REVISED: JUNE 2013 | WAL-MART STANDARD DETAIL

NOTES:

1. PROVIDE WASH STATION IN A LOCATION PROTECTED FROM WEATHER ELEMENTS.
2. COLLECT ALL USED WASH WATER AND DISPOSE OF IT PROPERLY.
3. PROVIDE ADEQUATE SUPPLY OF WATER AND ANY OTHER SUPPLIES TO ENSURE PROPER OPERATION OF WASH STATION WHEN NEEDED.

PSW — PAINT AND STUCCO WASHOUT

LAST REVISED: JUNE 2013 | WAL-MART STANDARD DETAIL

NOTES:

1. THE GC SHALL IDENTIFY MASONS' AREA WITH LEGIBLE SIGNAGE ON THE SITE. TO THE EXTENT PRACTICAL, ALL MASONRY TOOLS, MATERIAL, INCLUDING SAND AND SACKED CEMENT AND/OR MORTAR MATERIALS, MIX, AND EQUIPMENT SHALL BE LOCATED WITHIN THE AREA IDENTIFIED. MATERIALS VULNERABLE TO WEATHER ELEMENTS SHALL BE STORED IN CONTAINERS AT THE END OF EACH WORK DAY; SUCH MATERIALS SHALL REMAIN STORED IN CONTAINERS WHEN NOT IN USE.
2. RUNOFF CONTROL, SUCH AS DIVERSION BERMS, SILT FENCE, SILT DIKE, OR OTHER MEANS OF CONTAINMENT SHALL BE PROVIDED TO PREVENT THE MIGRATION OF STORMWATER POLLUTANTS FROM THE MASONS' AREA. COVERED RECEPTACLES FOR DEBRIS AND TRASH DISPOSAL SHALL ALSO BE PROVIDED.
3. THE MASONS' AREA SHALL MEET OSHA AND OTHER REGULATORY REQUIREMENTS FOR PERSONAL PROTECTIVE EQUIPMENT (PPE), FIRE EXTINGUISHERS, ETC. GC SHALL PROVIDE SCREENING OR OTHER TECHNOLOGIES FOR MASONS' AREA TO PREVENT AIRBORNE TRANSPORT OF CEMENT DUST AND OTHER PARTICULATES DUE TO HIGH SPEED WIND OR OTHER CONDITIONS. THE LOCATION OF THE MASONS' AREA SHALL BE SHOWN ON THE SITE MAPS.

MA — MASONS' AREA

LAST REVISED: JUNE 2013 | WAL-MART STANDARD DETAIL

NOTES:

1. THE GC SHALL IDENTIFY FUELING AREAS WITH LEGIBLE SIGNAGE ON THE SITE. TEMPORARY ON-SITE FUEL TANKS FOR CONSTRUCTION VEHICLES SHALL MEET ALL LOCAL, STATE AND FEDERAL REGULATIONS. ALL TANKS, SINGLE AND DOUBLE WALLED, SHALL BE PROVIDED WITH SECONDARY CONTAINMENT (THAT IS CONTAINMENT EXTERNAL TO AND SEPARATE FROM PRIMARY CONTAINMENT). TANKS SHALL HAVE APPROVED SPILL CONTAINMENT WITH THE CAPACITY REQUIRED BY THE APPLICABLE REGULATIONS. SECONDARY CONTAINMENT SHALL BE CONSTRUCTED OF MATERIALS OF SUFFICIENT THICKNESS, DENSITY, AND COMPOSITION SO AS NOT TO BE STRUCTURALLY WEAKENED, AS A RESULT OF CONTACT WITH THE FUEL STORED AND SHALL BE CAPABLE OF CONTAINING DISCHARGED FUEL FOR A PERIOD OF TIME EQUAL TO OR LONGER THAN THE MAXIMUM ANTICIPATED TIME SUFFICIENT TO ALLOW RECOVERY OF DISCHARGED FUEL. IT SHALL HAVE A VOLUME OF CONTAINING 110% OF THE VOLUME OF THE PRIMARY TANK IF A SINGLE TANK IS USED, OR IN THE CASE OF MULTIPLE TANKS, 150% OF THE LARGEST TANK OR 110% OF THE AGGREGATE, WHICHEVER IS LARGER.
2. THE TANKS SHALL BE IN SOUND CONDITION, FREE OF RUST OR OTHER DAMAGE WHICH MIGHT COMPROMISE CONTAINMENT. FUEL STORAGE AREAS SHALL MEET ALL EPA, OSHA AND OTHER REGULATORY REQUIREMENTS FOR SIGNAGE, FIRE EXTINGUISHERS, ETC. HOSES, VALVES, FITTINGS, CAPS, FILLER NOZZLES, AND ASSOCIATED HARDWARE SHALL BE MAINTAINED IN PROPER WORKING CONDITION AT ALL TIMES. TANKS SHALL BE LOCATED TO MINIMIZE EXPOSURE TO WEATHER AND SURFACE WATER DRAINAGE FEATURES. THE LOCATION OF FUEL TANKS SHALL BE SHOWN ON THE SITE MAPS.
3. A SPILL PREVENTION, CONTROL AND COUNTERMEASURE (SPCC) PLAN MUST BE DEVELOPED IF ABOVEGROUND OIL STORAGE CAPACITY AT THE CONSTRUCTION SITE EXCEEDS 1,320 GALLONS OR AS SPECIFIED BY STATE.
4. CONTAINERS WITH A STORAGE CAPACITY OF 55-GALLONS OR LESS ARE NOT INCLUDED WHEN CALCULATING SITE STORAGE CAPACITY. THE GC SHALL WORK WITH THE CEC TO DEVELOP AND IMPLEMENT A SPCC PLAN IN ACCORDANCE WITH THE OIL POLLUTION PREVENTION REGULATION AT TITLE 40 OF THE CODE OF FEDERAL REGULATIONS, PART 112, (40 CFR 112).

FPSL — FUEL AND PETROLEUM STORAGE AND USE

LAST REVISED: JUNE 2013 | WAL-MART STANDARD DETAIL

NOTES:

1. THE GC SHALL DESIGNATE AREAS ON THE SITE MAPS FOR EQUIPMENT CLEANING, MAINTENANCE, AND REPAIR. THE GC AND SUBCONTRACTORS SHALL UTILIZE SUCH DESIGNATED AREAS. CLEANING, MAINTENANCE, AND REPAIR AREAS SHALL BE PROTECTED BY A TEMPORARY PERIMETER BERM, SHALL NOT OCCUR WITHIN 150 FEET OF ANY WATERWAY, WATER BODY OR WETLAND, AND SHALL OCCUR IN AREAS LOCATED AS FAR AS PRACTICAL FROM STORM SEWER INLETS. DRIP PANS SHALL BE USED FOR VEHICLE MAINTENANCE ACTIVITIES AND RESULTANT WASTES SHALL BE DISPOSED OF IN ACCORDANCE WITH THE HAZARDOUS MATERIAL MANAGEMENT AND SPILL REPORTING PLAN NOTES INCLUDED ON THIS PLAN SHEET.
2. USE OF DETERGENTS FOR LARGE SCALE WASHING IS PROHIBITED (FOR EXAMPLE, WASHING VEHICLES, BUILDINGS, PAVEMENT SURFACES, ETC.). ALL WASH WATER SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.

EMA — EQUIPMENT AND VEHICLE CLEANING AND MAINTENANCE AREAS

LAST REVISED: JUNE 2013 | WAL-MART STANDARD DETAIL

NOTES:

1. USING WATER FROM BASINS, TRAPS, TANKS, OR OTHER WATER CONTAINMENT AREAS FOR IRRIGATION MINIMIZES DISCHARGES FROM THE SITE, AND IT MAY SATISFY OTHER NEEDS OF THE CONSTRUCTION PROJECT, SUCH AS DUST CONTROL, VEGETATIVE ESTABLISHMENT, ETC.
2. CARE SHOULD BE TAKEN THAT WATER UTILIZED FROM CONTAINMENT AREAS ON-SITE FOR CONSTRUCTION PURPOSES DOES NOT DISCHARGE OFF-SITE. IF DISCHARGE IS ANTICIPATED OR OBSERVED, DEWATERING PROCEDURES STATED IN THE DEWATERING DETAIL MUST BE FOLLOWED.
3. GC SHALL IMPLEMENT IRRIGATION OR DISPERSION AS PRACTICABLE TO REDUCE WATER VOLUME IN IMPOUNDMENTS AND TO FOSTER VEGETATION GROWTH.

IRRIGATION OR DISPERSION

LAST REVISED: JUNE 2012 | WAL-MART STANDARD DETAIL

NOTES:

1. STORM DRAIN INLET PROTECTION MEASURES SHALL PREVENT SOIL AND DEBRIS FROM ENTERING STORM DRAIN INLETS.
2. TEMPORARY CONTROLS SHALL BE CONSTRUCTED BEFORE THE SURROUNDING AREA IS DISTURBED.
3. TO PREVENT CLOGGING, STORM DRAIN CONTROL STRUCTURES MUST BE MAINTAINED FREQUENTLY.
4. CHECK ALL TEMPORARY CONTROL MEASURES DAILY, AND AFTER EACH STORM EVENT.
5. CONTROL MEASURES MUST BE BUILT PER DETAIL AND PLANS, AND MUST BE IN GOOD WORKING CONDITION AT ALL TIMES.

IP — INLET PROTECTION

LAST REVISED: JUNE 2013 | WAL-MART STANDARD DETAIL

SOIL EROSION/SEDIMENTATION CONTROL OPERATION TIME SCHEDULE

NOTE: GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR ESTIMATED PROJECT SCHEDULE

CONSTRUCTION SEQUENCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
TEMPORARY CONSTRUCTION EXITS																								
TEMPORARY CONTROL MEASURES																								
SEDIMENT CONTROL BASIN(S)/TRAP(S)																								
STRIP & STOCKPILE TOPSOIL																								
ROUGH GRADING																								
STORM FACILITIES																								
FOUNDATION / BUILDING CONSTRUCTION																								
LANDSCAPING/SEED/FINAL STABILIZATION																								

1) CONTRACTOR MUST COMPLETE TABLE WITH ESTIMATED DATES OF PROJECT ACTIVITIES PRIOR TO BMP CERTIFICATION.
2) TIME SCHEDULE MUST COINCIDE WITH THE SWPPP IMPLEMENTATION SEQUENCE.

SITE CONSTRUCTION
FINISH GRADING
PERMANENT CONTROL STRUCTURES

LAST REVISED: APRIL 30, 2011 | WAL-MART STANDARD DETAIL

DEVELOPER/OWNER:
WALMART INC.
c/o WALMART PROPERTY TAX DEPARTMENT
PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

SITE OPERATOR/GENERAL CONTRACTOR: _____

SUPERINTENDENT: _____

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

READY FOR DECISION
Planning & Zoning Division
November 13, 2026
Project #: 2025.09.5739

CITY OF BOYNTON BEACH

EROSION & SEDIMENT CONTROL DETAILS

REVISIONS	BY
07-24-2026 CITY OF BOYNTON BEACH COMMENTS	1
10-14-2026 CITY OF BOYNTON BEACH COMMENTS	2

LANGAN

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Project No. 342044901

SUPERCENTER #5911.276
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WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

Walmart

DRAWN BH
CHECKED AR
DATE 26 AUGUST 2026
SCALE AS NOTED
JOB No. 342044901
SHEET SW-3

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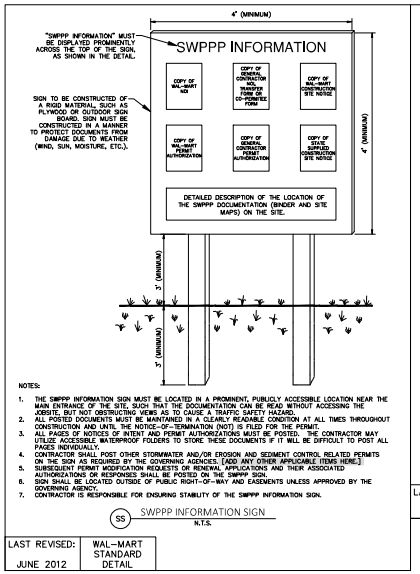


NOTES:

1. THE SWPPP INFORMATION SIGN MUST BE LOCATED IN A PROMINENT, PUBLICLY ACCESSIBLE LOCATION NEAR THE MAIN ENTRANCE OF THE SITE, SUCH THAT THE DOCUMENTATION CAN BE READ WITHOUT ACCESSING THE JOBSITE, BUT NOT OBSTRUCTING VIEWS AS TO CAUSE A TRAFFIC SAFETY HAZARD.
2. ALL POSTED DOCUMENTS MUST BE MAINTAINED IN A CLEARLY READABLE CONDITION AT ALL TIMES THROUGHOUT CONSTRUCTION AND UNTIL THE NOTICE-OF-TERMINATION (NOT) IS FILED FOR THE PERMIT.
3. ALL PAGES OF NOTICES OF INTENT AND PERMIT AUTHORIZATIONS MUST BE POSTED. THE CONTRACTOR MAY UTILIZE ACCESSIBLE WATERPROOF FOLDERS TO STORE THESE DOCUMENTS IF IT WILL BE DIFFICULT TO POST ALL PAGES INDIVIDUALLY.
4. CONTRACTOR SHALL POST OTHER STORMWATER AND/OR EROSION AND SEDIMENT CONTROL RELATED PERMITS ON THE SIGN AS REQUIRED BY THE GOVERNING AGENCIES. [ADD ANY OTHER APPLICABLE ITEMS HERE.]
5. SUBSEQUENT PERMIT MODIFICATION REQUESTS OR RENEWAL APPLICATIONS AND THEIR ASSOCIATED AUTHORIZATIONS OR RESPONSES SHALL BE POSTED ON THE SWPPP SIGN.
6. SIGN SHALL BE LOCATED OUTSIDE OF PUBLIC RIGHT-OF-WAY AND EASEMENTS UNLESS APPROVED BY THE GOVERNING AGENCY.
7. CONTRACTOR IS RESPONSIBLE FOR ENSURING STABILITY OF THE SWPPP INFORMATION SIGN.

(SS) SWPPP INFORMATION SIGN
N.T.S.

LAST REVISED:	WAL-MART STANDARD DETAIL
JUNE 2012	

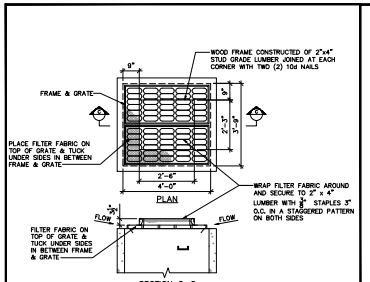
PERFORMANCE STANDARDS:

1. ALL SITE ACCESS MUST BE CONFINED TO THE CONSTRUCTION EXIT(S). BARRICADE TO PREVENT USE OF ANY LOCATIONS OTHER THAN THE CONSTRUCTION EXIT(S) WHERE VEHICLES OR EQUIPMENT MAY ACCESS THE SITE.
2. CONTRACTOR TO LOCATE TEMPORARY CONSTRUCTION FENCING, JERSEY BARRIERS, OR BOTH ALONG THE SIDES OF THE CONSTRUCTION EXIT TO PREVENT CONSTRUCTION TRAFFIC FROM SHORT CIRCUITING/BYPASSING THE EXIT.
3. PROVIDE SEDIMENT TRAP ON DOWN GRADIENT SIDE (OR BOTH SIDES) AS REQUIRED. SEDIMENT TRAP SHALL BE LOCATED OUTSIDE OF THE RIGHT-OF-WAY AND AT A MINIMUM SETBACK DISTANCE AS REQUIRED PER LOCAL JURISDICTION.
4. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION EXIT(S) IS NOT SUFFICIENT TO PREVENT TRACKING OF DIRT, DUST OR MUD, THEN TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. ALL WASH WATER MUST BE ROUTED TO A SEDIMENT TRAP OR OTHER TREATMENT AREA AND SHALL NOT BE DIRECTLY DISCHARGED OFF-SITE.
5. LOCATIONS WHERE VEHICLES ENTER AND EXIT THE SITE MUST BE INSPECTED FOR EVIDENCE OF SEDIMENT TRACKING BEYOND THE PERMITTED PROJECT AREA. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
6. ANY SEDIMENT DEPOSITED ON THE ROADWAY SHALL BE SWEPT AS NECESSARY (AND WITHIN THE SAME DAY AS DISCOVERY) AND DISPOSED OF IN AN APPROPRIATE MANNER. SEDIMENT SHALL NOT BE WASHED INTO STORM SEWER SYSTEMS.
7. EXIT(S) SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD BEYOND THE EXIT(S). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION EXIT(S) AS CONDITIONS DEMAND.
8. CONTRACTOR SHALL BE PERMITTED TO TURN THE STONE WHEN THE SURFACE BECOMES SMOOTH AND SURFACE VOIDS ARE FILLED TO MAINTAIN EFFECTIVENESS OF CONSTRUCTION EXIT UNTIL SUCH TIME THAT VOIDS BELOW THE SURFACE BECOME FILLED AND THE CONSTRUCTION EXIT IS NO LONGER EFFECTIVE, AT SUCH A TIME THE CONTRACTOR SHALL REMOVE THE INEFFECTIVE STONE AND REPLACE PER DETAIL.
9. IF EXIT BMP IS STILL INEFFECTIVE, QC MUST CONTACT THE ENGINEER AND SUBMIT AN RFI AS NECESSARY.

NOTE TO QC: THE GOAL OF A CONSTRUCTION EXIT AND ASSOCIATED WHEEL WASH AREAS IS TO ELIMINATE TRACK OUT. SIMPLY MANAGING TRACK OUT THROUGH DESIGNATED OR CONTINUAL STREET SWEEPING IS NOT AN ACCEPTABLE PRACTICE. WHILE STREET SWEEPING IS AN ACCEPTABLE PRACTICE FOR REMOVING DUST AND MINIMAL AMOUNTS OF FINE SEDIMENT, OBSERVABLE TRACK OUT FROM THE PROJECT SHOULD TRIGGER THE USE OF ADDITIONAL MEASURES (WHEEL WASH). CONSIDERATION OF ALTERNATE EXITS, OR DISCONTINUING VEHICLE TRAFFIC UNTIL CONDITIONS ON-SITE HAVE IMPROVED. TRACK OUT IS A SEDIMENT RELEASE. ALL SEDIMENT RELEASES MUST BE REPORTED TO THE SWCT WA THE ONLINE CRITICAL INCIDENT REPORT.

(CE) CONSTRUCTION EXIT

LAST REVISED:	WAL-MART STANDARD DETAIL
JUNE 2013	

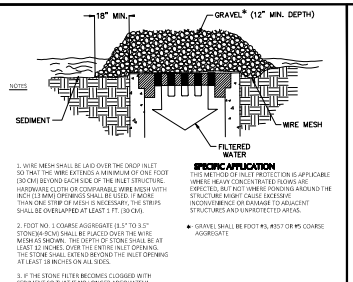


CONSTRUCTION NOTES:

1. FILTER TO REMAIN UNTIL COMPLETION OF FINAL GRADING AND ESTABLISHMENT OF GROUND COVER.
2. PERIODIC CHECKS MUST BE MADE AFTER EACH RAINFALL TO REMOVE EXCESS SEDIMENT FROM AROUND THE INLET.
3. FILTER FABRIC SHALL BE MIRAFI 140N OR APPROVED EQUAL.

(IP)

EROSION CONTROL INLET PROTECTION NTS



1. WIRE MESH SHALL BE LAID OVER THE DROP INLET SO THAT THE WIRE EXTENDS A MINIMUM OF ONE FOOT (30 CM) BEYOND EACH SIDE OF THE INLET STRUCTURE. HARDWARE CLOTH OR COMPARABLE WIRE MESH WITH INCH (13 MM) OPENINGS SHALL BE USED. IF MORE THAN ONE STRIP OF MESH IS NECESSARY, THE STRIPS SHALL BE OVERLAPPED AT LEAST 1 FT. (30 CM).

2. FOOT NO. 1 COARSE AGGREGATE (1.5" TO 3.5" STONE)(4-9CM) SHALL BE PLACED OVER THE WIRE MESH AS SHOWN. THE DEPTH OF STONE SHALL BE AT LEAST 12 INCHES OVER THE ENTIRE INLET OPENING. THE STONE SHALL EXTEND BEYOND THE INLET OPENING AT LEAST 18 INCHES ON ALL SIDES.

3. IF THE STONE FILTER BECOMES CLOGGED WITH SEDIMENT SO THAT IT NO LONGER ADEQUATELY PERFORMS ITS FUNCTION, THE STONES MUST BE PULLED AWAY FROM THE INLET, CLEANED AND REPLACED.

4. THIS FILTERING DEVICE HAS NO OVERFLOW MECHANISM. THEREFORE, PONDING IS LIKELY, ESPECIALLY IF SEDIMENT IS NOT REMOVED REGULARLY.

5. ALTERNATE STORM DRAIN INLET PROTECTION METHODS AS SHOWN IN THE FLORIDA EROSION AND SEDIMENT CONTROL INSPECTOR'S MANUAL MAY BE USED, IF APPROVED BY THE GOVERNING AGENCIES AND THE ENGINEER OF RECORD.

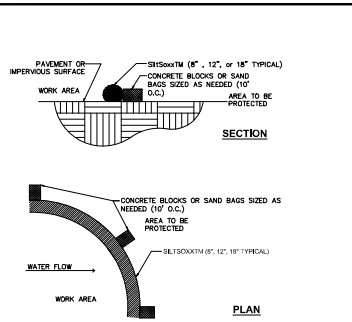
SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE HEAVY CONCENTRATED FLOWS ARE EXPECTED, BUT NOT WHERE PONDING AROUND THE STRUCTURE MIGHT CAUSE EXCESSIVE INCONVENIENCE OR DAMAGE TO ADJACENT STRUCTURES AND UNPROTECTED AREAS.

* GRAVEL SHALL BE FDOT #3, #357 OR #5 COARSE AGGREGATE

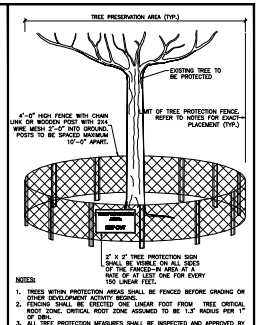
(IP)

INLET SEDIMENT FILTER NTS



(SF)

SILT SOCK (IMPERVIOUS AREAS) NTS



NOTES:

1. TREES WITHIN PROTECTION AREAS SHALL BE FENCED BEFORE GRADING OR OTHER DEVELOPMENT ACTIVITY BEGINS.
2. FENCING SHALL BE ERECTED ONE LINEAR FOOT FROM TREE CRITICAL ROOT ZONE. CRITICAL ROOT ZONE ASSUMED TO BE 1.3' RADIUS PER 1" OF DBH.
3. ALL TREE PROTECTION MEASURES SHALL BE INSPECTED AND APPROVED BY THE DIRECTOR PRIOR TO START OF ANY LAND DISTURBING ACTIVITIES.
4. NO CONSTRUCTION, GRADING, EQUIPMENT, OR MATERIAL STORAGE, OR ANY OTHER ACTIVITY SHALL BE ALLOWED WITHIN THE FENCED AREA. FENCING SHALL BE MAINTAINED UNTIL AFTER THE FINAL SITE INSPECTION.

(TF)

TREE PROTECTION DETAIL NTS

DEVELOPER/OWNER:
WALMART INC. c/o WALMART PROPERTY TAX DEPARTMENT PO BOX 8050 MS 0555 BENTONVILLE, AR 72716
SITE OPERATOR/GENERAL CONTRACTOR:
SUPERINTENDENT:

IMPORTANT: QC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE QEC

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

READY FOR DECISION

Planning & Zoning Division

November 12, 2026

Project #: 2025.09.5739

CITY OF BOYNTON BEACH

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

EROSION & SEDIMENT CONTROL DETAILS

REVISIONS	BY
07-24-2026 CITY OF BOYNTON BEACH COMMENTS	1
10-09-2026 CITY OF BOYNTON BEACH COMMENTS	2

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SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

Project No. 342044901

Walmart

DRAWN BH
CHECKED AR
DATE 26 AUGUST 2026
SCALE AS NOTED
JOB No. 342044901
SHEET SW-4

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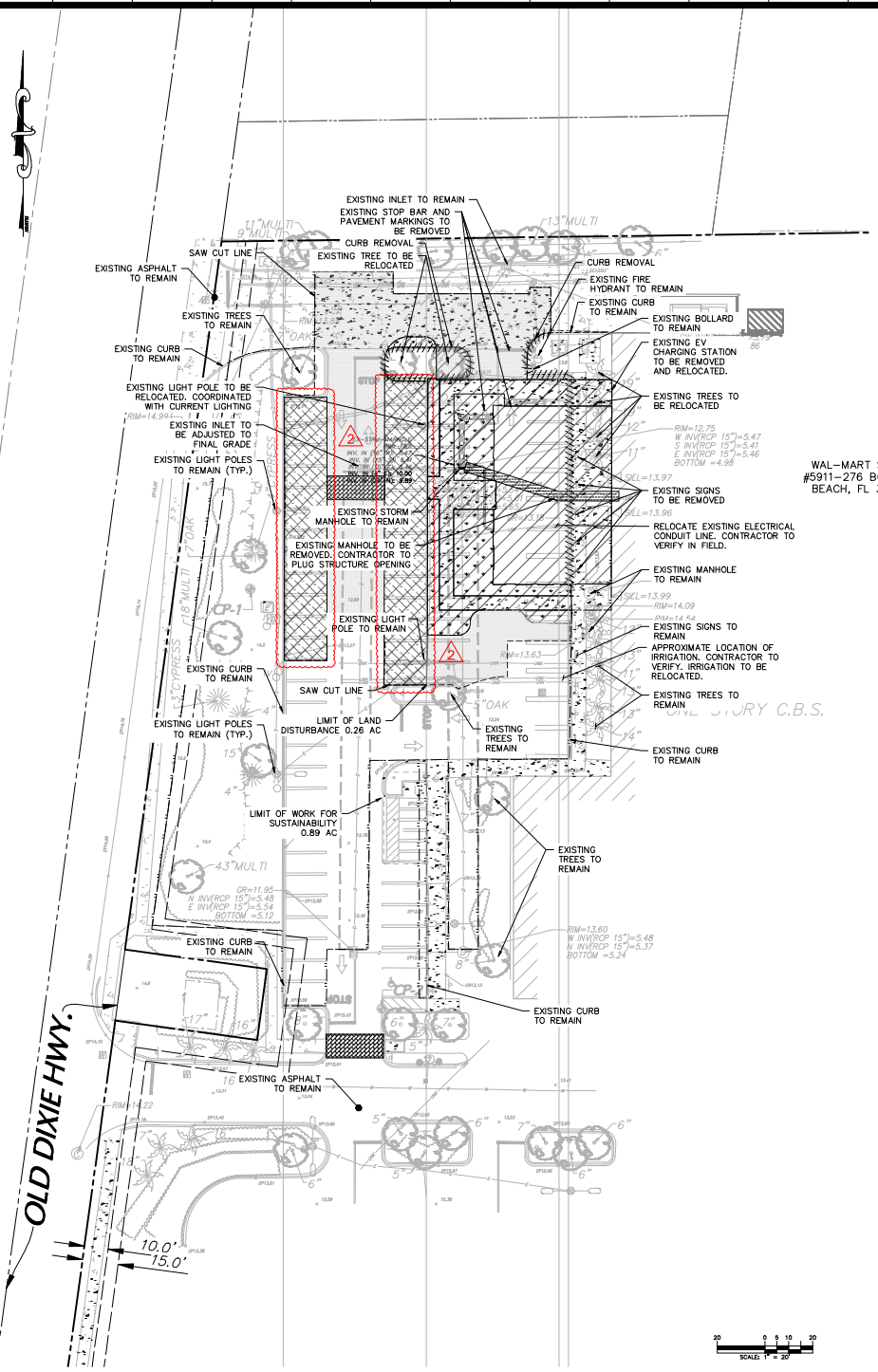

PROPOSED LEGEND

*SEE SITE PLAN FOR OVERLAY

- SAW CUT LIMITS
- DEMOLITION
- NEW STANDARD DUTY ASPHALT
- DEMOLITION
- DEMOLITION: NEW CONCRETE SIDEWALK
- DEMOLITION: NEW LANDSCAPE
- DEMOLITION: NEW STANDARD DUTY ASPHALT
- UTILITY TO BE REMOVED. EXISTING WATER AND SEWER LINES SHALL NOT BE TAKEN OUT OF SERVICE UNTIL NEW WATER AND SEWER LINES ARE INSTALLED, TESTED, AND CLEARED FOR USE BY GOVERNING AGENCIES.
- NEW HEAVY DUTY ASPHALT
- NEW PAVERS
- DEMOLITION: NEW PERMEABLE ASPHALT 2

DEMOLITION NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSAL ON A LOCATION APPROVED BY ALL GOVERNING AUTHORITIES) ALL STRUCTURES, PADS, WALLS, PILLOWS, FOUNDATIONS, PARKING, DRIVES, DRAINAGE, STRUCTURES, UTILITIES, ETC., SUCH THAT THE IMPROVEMENTS SHOWN ON THE REMAINING PLANS CAN BE CONSTRUCTED. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLE COMPACTED FILL MATERIAL PER THE SPECIFICATIONS.
2. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING THE DEBRIS IN A LAWFUL MANNER. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION AND DISPOSAL.
3. THE CONTRACTOR SHALL MAINTAIN ALL UTILITY SERVICES TO THE EXISTING WAL-MART/SAM'S AND OUTLOT AT ALL TIMES. UTILITY SERVICES SHALL NOT BE INTERRUPTED WITHOUT APPROVAL FROM THE CONSTRUCTION MANAGER AND COORDINATION THROUGH THE STORE MANAGER OR OUTLOT USERS.
4. THE CONTRACTOR SHALL COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANY'S FORCES AND ANY FEES WHICH ARE TO BE PAID TO THE UTILITY COMPANY FOR THEIR SERVICES. THE CONTRACTOR IS RESPONSIBLE FOR PAYING ALL FEES AND CHARGES.
5. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING EXISTING IRRIGATION SYSTEM IN THE AREAS OF PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL CAP THE EXISTING IRRIGATION SYSTEM TO REMAIN SUCH THAT THE REMAINING SYSTEM SHALL CONTINUE TO FUNCTION PROPERLY.
6. ALL EXISTING PAINT STRIPING TO BE REMOVED FIRST. CONTRACTOR WILL THEN RESEAL THE PARKING LOT WITH AN APPROVED SEALER PER SPECIFICATION. THEN THE PARKING LOT WILL BE RE-STRIPED WITH 2 COATS OF PAINT PER THE PLANS AND SPECIFICATIONS. THIS WORK SHOULD BE COORDINATED WITH THE STORE MANAGER. THE PARKING LOT SHALL BE DONE IN SECTIONS SO THAT IT DOES NOT INTERRUPT THE STORE OPERATIONS. SEE PHASING PLAN. THE CONTRACTOR SHALL COORDINATE WITH THE CONSTRUCTION MANAGER FOR WORK TO BE PERFORMED.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISCONNECTION OF UTILITY SERVICES TO THE EXISTING BUILDINGS PRIOR TO DEMOLITION OF THE BUILDINGS.
8. THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ONSITE LOCATIONS OF EXISTING UTILITIES.
9. ALL EXISTING SEWERS, PIPING AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION, OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES. GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND REMOVAL OF ALL SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH THE WORK. UTILITIES DETERMINED TO BE ABANDONED AND LEFT IN PLACE SHALL BE GROUTED IF UNDER BUILDING.
10. ELECTRICAL, TELEPHONE, CABLE, WATER, FIBER OPTIC CABLE AND/OR GAS LINES NEEDING TO BE REMOVED OR RELOCATED SHALL BE COORDINATED WITH THE AFFECTED UTILITY COMPANY. ADEQUATE TYPE SHALL BE PROVIDED FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY IS NECESSARY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE. CONTRACTOR SHALL PAY CLOSE ATTENTION TO EXISTING UTILITIES WITHIN THE ANY ROAD RIGHT OF WAY DURING CONSTRUCTION.
11. CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH FENCING, BARRICADES, ENCLOSURES, ETC., AND OTHER APPROPRIATE BEST MANAGEMENT PRACTICES) AS APPROVED BY CONSTRUCTION MANAGER.
12. CONTINUOUS ACCESS SHALL BE MAINTAINED FOR THE SURROUNDING PROPERTIES AT ALL TIMES DURING DEMOLITION OF THE EXISTING FACILITIES.
13. PRIOR TO DEMOLITION OCCURRING, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED.
14. SHOULD REMOVAL AND/OR RELOCATION ACTIVITIES DAMAGE FENCING, CART CORRAL, LIGHTING AND/OR STORM INLET STRUCTURES, THE CONTRACTOR SHALL PROVIDE NEW MATERIALS/STRUCTURES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. EXCEPT FOR MATERIALS DESIGNED TO BE RELOCATED ON THIS PLAN, ALL OTHER CONSTRUCTION MATERIALS SHALL BE NEW.
15. CONTRACTOR MAY LIMIT SAW-CUT & PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE IT IS REQUIRED AS SHOWN ON THESE CONSTRUCTION PLANS BUT IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENT, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IT'S REMOVAL AND REPAIR.
16. CONTRACTOR SHALL MAINTAIN ALL EXISTING PARKING, SIDEWALKS, DRIVES, ETC. CLEAR AND FREE FROM ANY CONSTRUCTION ACTIVITY AND/OR MATERIAL TO ENSURE EASY AND SAFE PEDESTRIAN AND VEHICULAR TRAFFIC TO AND FROM THE SITE. CONTRACTOR SHALL COORDINATE/PHASE ALL CONSTRUCTION ACTIVITY WITHIN PROXIMITY OF THE BUILDING AND UTILITY INTERRUPTIONS WITH THE STORE MANAGER TO MINIMIZE DISTURBANCE AND INCONVENIENCE TO STORE OPERATION AND THE CUSTOMERS.
17. THE CONTRACTOR SHALL COORDINATE WATER MAIN WORK WITH THE FIRE DEPT. AND THE CITY/COUNTY UTILITY DEPARTMENT TO PLAN PROPOSED IMPROVEMENTS AND TO ENSURE ADEQUATE FIRE PROTECTION IS CONSTANTLY AVAILABLE TO THE STORE AND SITE THROUGHOUT THIS SPECIFIC WORK AND THROUGH ALL PHASES OF CONSTRUCTION. CONTRACTOR WILL BE RESPONSIBLE FOR ARRANGING/PROVIDING ANY REQUIRED WATER MAIN SHUT OFFS WITH THE CITY/COUNTY DURING CONSTRUCTION. ANY COSTS ASSOCIATED WITH WATER MAIN SHUT OFFS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA COMPENSATION WILL BE PROVIDED.
18. DAMAGE TO ALL EXISTING CONDITIONS TO REMAIN WILL BE REPLACED AT CONTRACTOR'S EXPENSE.
19. CONTRACTOR MUST COORDINATE WITH CONSTRUCTION MANAGER PRIOR TO ANY CONSTRUCTION TO ESTABLISH CUSTOMER ACCESS AND TRAFFIC FLOW DURING ALL PHASES

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

READY FOR DECISION

Planning & Zoning Division

November 12, 2026

Project #: 2025.09.5739

CITY OF BOYNTON BEACH

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CONTRACTOR SHALL CONTACT 811 FOR LOCATION OF ALL UTILITIES, AT LEAST 72 HOURS PRIOR TO BEGINNING CONSTRUCTION

ALERT TO CONTRACTOR:

ALL WM GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS. OUTLOT AREA TO BE KEPT FREE OF JOB TRAILERS AND STORAGE AFTER THE CONTRACT MILESTONE DATE FOR THE OUTLOT. WM GENERAL CONTRACTOR TO PROVIDE CLEAR ACCESS FOR OUTLOT CONTRACTOR TO THE SPECIFIC PARCEL AT ALL TIMES AFTER MILESTONE DATE. PURCHASER OF OUTLOT TO PROVIDE PERMIT DOCUMENTS AND SWPPP REQUIRED BY STATE/LOCAL REQUIREMENTS FOR SPECIFIC OUTLOT.

DEVELOPER/OWNER:
WALMART INC.
c/o WALMART PROPERTY TAX DEPARTMENT
PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC

PAVEMENT & DEMOLITION PLAN

Date: 10/6/2026 Time: 16:37 User: mlarcheveq Style Table: Langan.stb Layout: Demolition Document Code: 342044901-0503-CU101-0101

REVISIONS	BY
07-24-2026 CITY OF BOYNTON BEACH COMMENTS	1
10-06-2026 CITY OF BOYNTON BEACH COMMENTS	2

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FBPE Register No. 00006466 | LB #7112 | AB #18

Project No. 342044901

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

Walmart

DRAWN: RH
CHECKED: AR
DATE: 26 AUGUST 2026
SCALE: AS NOTED
JOB No.: 342044901
SHEET: DM-1

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IMAGE SOURCE:
AERIAL IMAGERY WAS ACQUIRED ON JUNE 2025 VIA AUTODESK LIVE MAP DATA AND MICROSOFT BING MAPS PLATFORM APIS.

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

READY FOR DECISION

Planning & Zoning Division

November 13, 2026

Project #: 2025.09.5739

SCALE: 1 INCH = 40 FEET

STATEMENT OF INTENT

THE OWNER PROPOSED TO CONSTRUCT A NEW ±3,473 S.F. ONLINE PICKUP DELIVERY (OPD) BUILDING ADDITION AND THE REQUIRED SITE ELEMENTS TO SUPPORT IT.

ADDRESS: 3625 S FEDERAL HWY, BOYNTON BEACH, FL 33435
WAL-MART SITE AREA: ± 9.36 AC (± 407,615 SF)
ZONING: C-3 COMMUNITY COMMERCIAL
LANDUSE: COMMERCIAL
PARCEL ID: 08-43-46-04-00-000-1060

BUILDING DATA

PRE-EXPANSION - EXISTING CONDITION:

GROSS BUILDING AREA:	98,736 S.F. (±)
STOCKROOM AREA:	12,157 S.F. (±)
TOTAL RETAIL AREA:	86,579 S.F. (±)
BUILDING SETBACKS EXISTING:	
FRONT (EAST):	53' PER VARIANCE ZNCV 10-001
SIDE (SOUTH):	261' PER VARIANCE ZNCV 10-002
SIDE (WEST):	153' PER VARIANCE ZNCV 10-003
BUILDING HEIGHT (ONE STORY):	39'-4"
MAXIMUM CODE:	45'

POST-EXPANSION -PROPOSED CONDITION:

PROPOSED BUILDING EXPANSION:	3,473 S.F. (±)
TOTAL PROPOSED BUILDING AREA:	102,209 S.F.(±) (+3.52%)
PROPOSED BUILDING EXPANSION HEIGHT (ONE STORY):	22'- 8"
PROPOSED FLOOR AREA RATIO:	0.25
PROPOSED BUILDING SETBACKS:	
FRONT (EAST):	± 53'
SIDE (WEST):	±153'
SIDE (NORTH):	± 40.5'
SIDE (SOUTH):	±261'

SITE DEVELOPMENT CALCULATIONS

GROSS SITE AREA:	9.36 ACRES (±)
BUILDING (102,209 S.F. (±)):	2.35 ACRES (±)
FUTURE LAND USE:	LOCAL RETAIL COMMERCIAL
PARCEL ID:	08-43-46-04-00-000-1060
LOCAL JURISDICTION:	CITY OF BOYNTON BEACH

PARKING REQUIREMENTS

PRE-EXPANSION - EXISTING CONDITIONS:

PARKING PROVIDED: 390 SPACES = 3,95 SP /1000 SF
(NOT INCLUDING 10 SPACES ALLOCATED FOR CART CORRALS)

POST-EXPANSION - PROPOSED CONDITION:

PARKING PROVIDED: 373 SPACES = 3.65 SP/1000 SF
(NOT INCLUDING 8 SPACES ALLOCATED FOR CART CORRALS)

REQUIRED ADA PARKING: 2% OF TOTAL PARKING REQUIRED
REQUIRED: 512 TOTAL SPACES = 11 ADA PARKING SPACES REQUIRED
PROVIDED: 13 SPACES

SITE ANALYSIS TABLE (BOYNTON BEACH 05911-276)

	EXISTING	PROPOSED
TOTAL BUILDING AREA	98,736 S.F.	102,209 S.F.
REQUIRED PARKING (PER CITY OF BOYNTON BEACH)	494 SPACES	512 SPACES
REQUIRED PARKING RATIO (PER CITY OF BOYNTON BEACH)	5 SPACES/1,000 S.F.[5]	5 SPACES/1,000 S.F.[5]
CUSTOMER AND ASSOCIATE PARKING	356 SPACES	325 SPACES
ACCESSIBLE PARKING	13 SPACES	13 SPACES
EV PARKING	2 SPACES	2 SPACES
PICKUP PARKING (INCLUDING LIQUOR PICKUP)	13 SPACES	27 SPACES
CART CORRALS (NOT INCLUDED IN COUNTS BELOW)	10 CORRALS / 10 SPACES	8 CORRALS / 8 SPACES
MOTORBIKE PARKING	6 SPACES	6 SPACES
TOTAL PARKING EXCLUDING PICKUP STALLS	377 SPACES	346 SPACES
PARKING RATIO EXCLUDING PICKUP STALLS	3.81/1,000 S.F.	3.39/1,000 S.F.
TOTAL PARKING INCLUDING PICKUP STALLS	390 SPACES	373 SPACES[6]
PARKING RATIO INCLUDING PICKUP STALLS	3.95/1,000 S.F.	3.65/1,000 S.F.

NOTES:
1. GROSS FLOOR AREA IS PER AOR (OSWALDO BUZNEGO) DIRECTION 6/20/2025.
2. EXISTING PARKING COUNTS ARE BASED ON PREVIOUS DESIGN REQUIREMENTS, ORIGINAL CONSTRUCTION PLANS, AND A SITE VISIT CONDUCTED BY LANGAN ON 07/03/2025.
3. PARKING SPACES OCCUPIED BY CART CORRALS HAVE BEEN EXCLUDED FROM THE PARKING COUNTS AND PARKING RATIOS.
4. EXISTING PROPERTY LINE HAS BEEN REFERENCED PER A PLAN TITLED "OVERALL SITE PLAN" PREPARED BY CPH, INC., DATED 01/28/2016.
5. EXISTING BUILDING HEIGHT IS PER BRR ARCHITECTURE, SHEET A2.2, ENLARGED EXTERIOR ELEVATIONS, DATED 08/13/2010, LAST REVISED 8/19/2011.
6. A VARIANCE REQUEST HAS BEEN SUBMITTED UNDER SEPARATE APPLICATION.
7. LAND USE SUMMARY TABLES FOR WORK AREAS A THROUGH G HAVE BEEN INCLUDED WITHIN THE STORMWATER REPORT DATED 8/26/2026

LANDSCAPE NOTES:
1.PLANTS IN THE SIGHT TRIANGLE AREAS IDENTIFIED ON THIS PLAN MUST BE MAINTAINED AT A MAXIMUM HEIGHT OF 2.5 FEET, AND TREE LIMBS MUST BE A MINIMUM OF 8 FEET IN HEIGHT.

DEVELOPER/OWNER:
WALMART INC.
c/o WALMART PROPERTY TAX DEPARTMENT
PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC

OVERALL SITE PLAN

REVISIONS	BY
07-24-2026 CITY OF BOYNTON BEACH COMMENTS	1
10-09-2026 PER STAND REVISIONS	2
10-28-2026 CITY OF BOYNTON BEACH COMMENTS	3

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Project No. 34204901

SUPERCENTER #5911-276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
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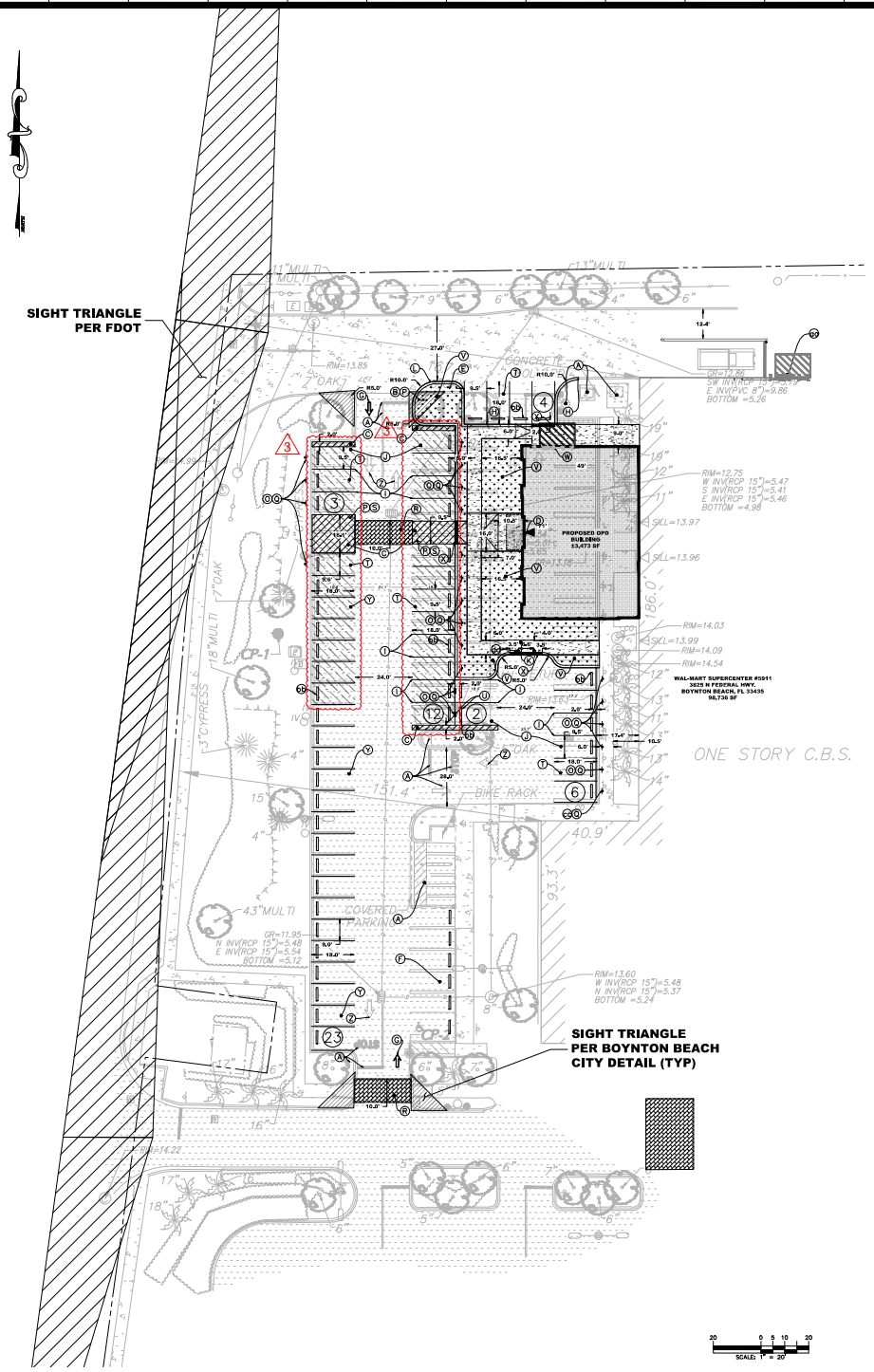

NOTE TO CONTRACTOR

1. BFR (BUILDING FRONTAGE ROAD)
   OCR (OUTER CIRCULATION ROAD)
2. CONTRACTOR SHALL INSTALL "NEW" STOP BARS, SIGNS, AND TEXT TO MATCH CURRENT DETAILS AT THE LOCATIONS SHOWN ON THESE PLANS.
3. ALL SIGNS LOCATED ON THE BUILDING SIDE OF THE BFR SHALL BE INSTALLED ON A SINGLE POST WITH BOLLARD.
4. SEE DETAIL SHEETS FOR DIMENSIONS ON EXACT PLACEMENT OF SIGN POSTS AND STRIPING RELATIVE TO THE EDGE OF TRAVEL LANE, EDGE OF CROSSWALK, BACK OF CURB, ETC.
5. GC TO EXECUTE COMPLETE PARKING LOT RESTRIPING. STRIPE/REFRESH ALL EXISTING PARKING FIELDS (MAIN, SIDES, AND REAR OF STORE).
6. PREPARE AND REPAINT PARKING LOT LIGHT POLE BASES AND REMOVE PREVIOUS OVERSPRAY ON PAVEMENT. IF LIGHT POLE BASE IS WITHIN A RAISED CURB AND OFFSET FROM THE BACK OF CURB (OR CONCRETE BUFFER) BY 3 FEET OR LESS, THE BASE SHALL BE PAINTED/REPAINTED. IF LIGHT POLE BASE IS OFFSET FROM THE BACK OF CURB (OR CONCRETE BUFFER) BY MORE THEN 3 FEET, THE BASE SHALL NOT BE PAINTED UNLESS IT IS ALREADY PAINTED IN EXISTING CONDITIONS.
7. PREPARE AND REPAINT EXISTING SIGN POST BOLLARDS AND REMOVE PREVIOUS OVERSPRAY ON PAVEMENT.
8. CONTRACTOR SHALL CONTACT THE PUBLIC WORKS DEPARTMENT (561-742-6200) REGARDING THE REMOVAL OF REFUSE DURING THE CONSTRUCTION PHASE PER THE CODE, SECTION 10-26 (A).

SITE NOTES

1. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
2. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
3. ALL DISTURBED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SEED, MULCH AND WATER UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED. SEE G7900 SPECIFICATION.
4. ALL CURBED RADII ARE TO BE 10' UNLESS OTHERWISE NOTED. STRIPED RADII ARE TO BE 5'.
5. ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
6. EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED OR RELOCATED AS NECESSARY. ALL COST SHALL BE INCLUDED IN BASE BID.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, (UNLESS OTHERWISE NOTED ON PLANS) INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITEWORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
8. SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM A SURVEY ENTITLED "VL181", COMPLETED BY LANGAN ON SEPTEMBER 1, 2025.
9. THE SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED "THE WALMART STANDARD SITE WORK SPECIFICATIONS".
10. REFER TO MEP PLANS FOR SITE LIGHTING ELECTRICAL PLAN.

SITE LEGEND

- (A) EXISTING TO REMAIN AND BE REFRESHED TO MEET CURRENT STANDARDS.
- (B) 30" X 30" STOP SIGN.
- (C) AREA STRIPED AT SYSL/4" AT 45° @ 2'-0" O.C.
- (D) AT GRADE DOOR LOCATION. SEE ARCHITECTURAL PLANS FOR EXACT SIZE AND LOCATION FOR COORDINATION WITH CIVIL PLANS.
- (E) CONVERT EXISTING ASPHALT AREA TO LANDSCAPING.
- (F) EXISTING 9.0' X 18' PARKING SPACES TO REMAIN.
- (G) OPEN ARROW PAVEMENT MARKING.
- (H) MATCH EXISTING CURB.
- (I) NEW 4" WIDE SINGLE YELLOW SOLID STRIPE (PICKUP SPACE PARKING. SEE DETAILS.)
- (J) NEW 9.5' X 18' DPD PARKING STALLS.
- (K) NEW CONCRETE SIDEWALK.
- (L) NEW TYPE F CURB.
- (M) NEW SWSL/6" AT 90° @ 1'-0" O.C. (NOT IN USE)
- (N) NEW ONLINE PICKUP DELIVERY DIRECTIONAL SIGN. (NOT IN USE)
- (O) NEW ONLINE PICKUP DELIVERY PARKING SIGN.
- (P) NEW SIGN MOUNT WITH BREAK AWAY POST.
- (Q) NEW SIGN MOUNT WITH BOLLARD.
- (R) 4"X8"X3.15" PAVER MODULE OR EQUAL. MECHANICAL PLAZA COLOR B-II (RED, TAN, CHARCOAL)
- (S) NEW R1-5B "STOP HERE FOR PEDESTRIANS" SIGN.
- (T) NEW 9.5' X 18' STALLS.SWSL/4" - SINGLE WHITE SOLID LINE / 4" WIDE
- (U) EXISTING CART CORRAL TO BE REMOVED.
- (V) NEW LANDSCAPE AREA.
- (W) NEW JIB CRANE.
- (X) NEW DEPRESSED CURB.
- (Y) NEW 9.0' X 18' REGULAR STALLS.SWSL/4" - SINGLE WHITE SOLID LINE / 4" WIDE.
- (Z) EXISTING TO BE REMOVED.
- (AA) EXISTING JIB CRANE.
- (BB) WHEEL STOP
- (CC) DUAL USE NEW ONLINE PICKUP DELIVERY/EV VAN CHARGING PARKING SIGN.
- (DD) NEW BOLLARD

LEGEND

- PROPOSED BUILDING
- PROPOSED DOOR
- AREA OF STORE EXPANSION
- PROPOSED 6" CURB AND GUTTER
- PROPOSED BUILDING CANOPY
- PROPOSED PAVERS
- SIGHT TRIANGLE AREA
- 3 PROPOSED PERMEABLE PAVEMENT

PAINT STRIPING LEGEND

SWSL/4" - SINGLE WHITE SOLID LINE / 4" WIDE
SYSL/4" - SINGLE YELLOW SOLID LINE / 4" WIDE EACH
DYSL/4" - DOUBLE YELLOW SOLID LINE / 4" WIDE EACH
SYSL/10" - SINGLE YELLOW SOLID LINE / 10" WIDE
SWDL/4" - SINGLE WHITE DASHED LINE / 4" WIDE
SWSL/24" - SINGLE WHITE SOLID LINE / 24" WIDE

NOTES:
1. PLANTS IN THE SIGHT TRIANGLE AREAS IDENTIFIED ON THIS PLAN MUST BE MAINTAINED AT A MAXIMUM HEIGHT OF 2.5 FEET, AND TREE LIMBS MUST BE A MINIMUM OF 8 FEET IN HEIGHT.

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED
READY FOR DECISION
Planning & Zoning Division
November 12, 2026
Project #: 2025.09.5739
CITY OF BOYNTON BEACH
APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

DEVELOPER/OWNER:
WALMART INC. c/o WALMART PROPERTY TAX DEPARTMENT PO BOX 8050 MS 0555 BENTONVILLE, AR 72716
SITE OPERATOR/GENERAL CONTRACTOR:
SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC

SITE PLAN

REVISIONS	BY
07-24-2026 CITY OF BOYNTON BEACH COMMENTS	1
09-11-2026 CITY OF BOYNTON BEACH COMMENTS	2
10-24-2026 CITY OF BOYNTON BEACH COMMENTS	3

LANGAN
Langan Engineering and Environmental Services, LLC.
13465 Veterans Way, Suite 120
Orlando, FL 32827
T: 407.974.2900 F: 407.974.2901 www.langan.com
FBPE Register No. 00006466 | EB 7212 | AA 18

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

Project No. 342044901

DRAWN: RH
CHECKED: AR
DATE: 26 AUGUST 2026
SCALE: AS NOTED
JOB No.: 342044901
SHEET: C-1.1

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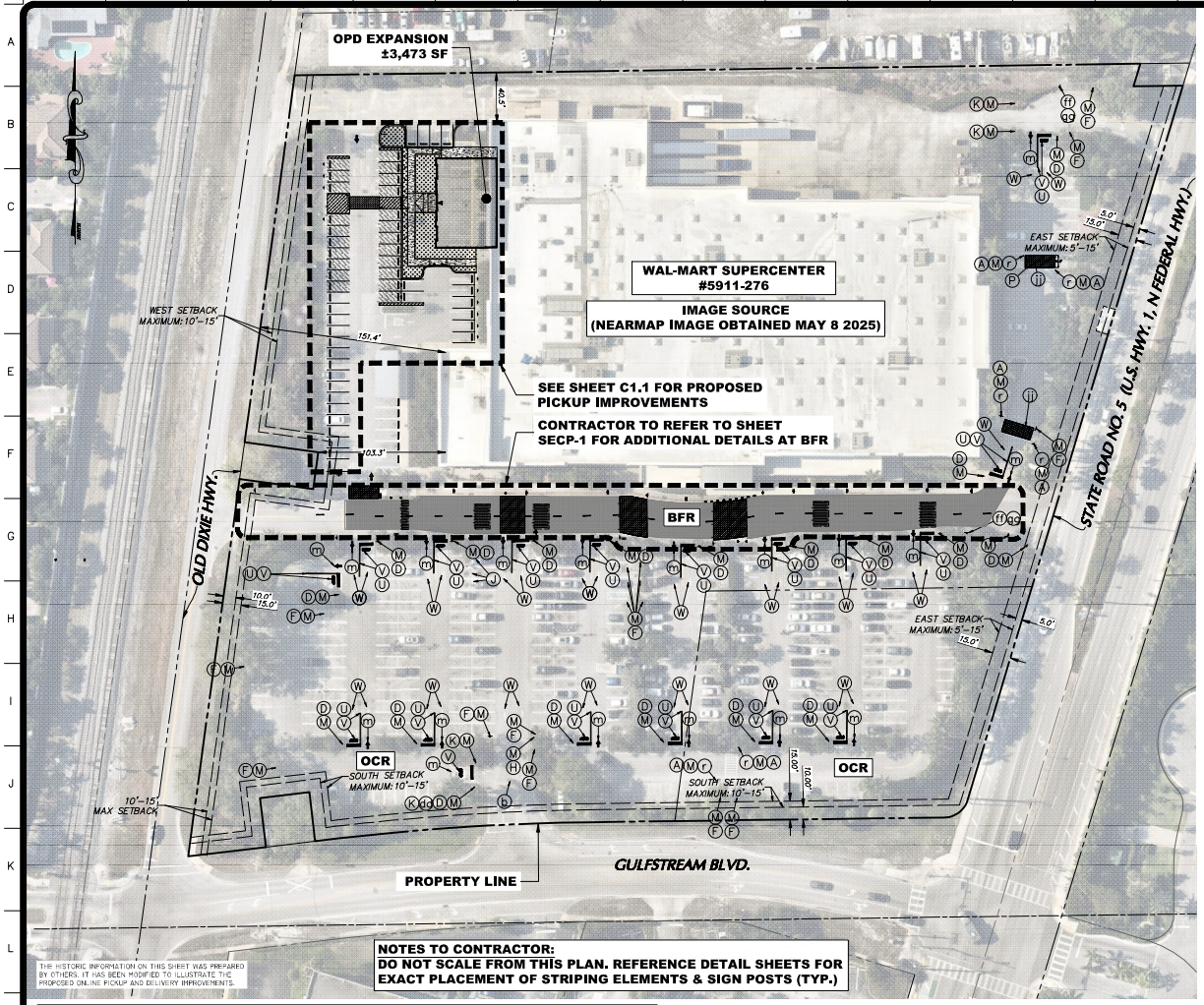
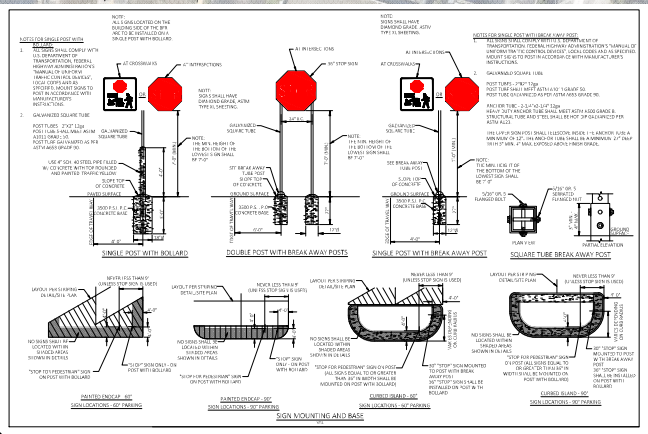
Date: 10/6/2026 Time: 16:36 User: mbrichens Style Table: Langan.stb Layout: Site Plan Document Code: 342044901-ENG-CS101-C101



SITE AND DEMOLITION LEGEND

- (A) EXISTING PEDESTRIAN CROSSING SIGN TO BE REMOVED.
- (B) EXISTING PEDESTRIAN CROSSING SIGN TO REMAIN / BE REUSED.
- (C) EXISTING STOP SIGN TO BE REMOVED.
- (D) EXISTING STOP SIGN TO REMAIN / BE REUSED.
- (E) EXISTING STOP SIGN TO BE RAISED / RELOCATED TO MATCH CURRENT DETAILS / GUIDELINES.
- (F) EXISTING MISCELLANEOUS TRAFFIC AND/OR INFORMATION SIGN TO REMAIN / BE REUSED.
- (G) EXISTING NO PARKING FIRE LANE SIGN TO REMAIN / BE REUSED.
- (H) EXISTING PICKUP WAY FINDING SIGN TO REMAIN / BE REUSED.
- (J) EXISTING PICKUP SIGN TO REMAIN / BE REUSED.
- (K) EXISTING "DO NOT ENTER" SIGN TO REMAIN / BE REUSED.
- (L) EXISTING SIGN POST AND BASE TO BE REMOVED.
- (M) EXISTING SIGN POST AND BASE TO REMAIN.
- (N) EXISTING SIGN POST BOLLARD TO BE REPAINTED.
- (P) EXISTING CROSSWALK STRIPING TO BE REMOVED.
- (Q) EXISTING CROSSWALK TO REMAIN / BE REFRESHED.
- (R) EXISTING YIELD PAVEMENT MARKING TO BE REMOVED.
- (S) EXISTING CENTERLINE STRIPING TO REMAIN / BE REFRESHED.
- (T) EXISTING STOP BAR / STOP PAVEMENT MARKING TO BE REMOVED.
- (U) EXISTING STOP PAVEMENT MARKINGS, "STOP" PAVEMENT MARKING AND/OR "ONLY" PAVEMENT MARKING TO BE REVISED / REFRESHED TO MATCH CURRENT DETAILS.
- (V) EXISTING 4" WIDE DOUBLE YELLOW AND/OR SINGLE WHITE STRIPE TO REMAIN / BE REFRESHED.
- (W) EXISTING ARROW PAVEMENT MARKING TO BE REMOVED.
- (X) EXISTING OPEN ARROW PAVEMENT MARKING TO BE REVISED / REFRESHED TO MATCH CURRENT DETAILS.
- (Y) EXISTING SOLID ARROW PAVEMENT MARKING TO BE REVISED / REFRESHED TO MATCH CURRENT DETAILS.
- (Z) EXISTING FIRE LANE STRIPING AND/OR YELLOW STRIPING TO REMAIN / BE REFRESHED.
- (a) EXISTING PICKUP GRAPHIC AND ORANGE ARROW PAVEMENT MARKING TO BE REMOVED.
- (b) EXISTING STRIPING TO BE REMOVED.
- (d) EXISTING 4" WIDE PAINTED YELLOW STRIPES AT 45° @ 2'-0" O.C. TO REMAIN / BE REFRESHED.
- (e) LIMITS OF SEAL COAT. APPLY SEAL COAT OVER WHERE STRIPING AND PAVEMENT MARKINGS WERE REMOVED AND WHERE NEW STRIPING AND PAVEMENT MARKINGS WILL BE APPLIED. APPLY NEW STRIPING AND PAVEMENT MARKINGS OVER SEAL COAT.
- (f) NEW CROSSWALK MARKINGS - 6" WIDE PAINTED WHITE STRIPING PARALLEL TO DIRECTION OF TRAFFIC AT 2'-0" O.C. AND (1)-8" WHITE STRIPE PERPENDICULAR ON BOTH ENDS UNLESS NOTED OTHERWISE. SEE SITE PLAN FOR DIMENSIONS. ENTIRE CROSSWALK SHALL BE RE-STRIPED.
- (g) NEW 4" WIDE PAINTED YELLOW STRIPES - 6' LONG WITH 18' GAPS.
- (h) NEW "STOP" PAVEMENT MARKING AND STOP BAR AND/OR "ONLY" PAVEMENT MARKING.
- (i) NEW 4" WIDE DOUBLE SOLID YELLOW STRIPE AND/OR SINGLE WHITE STRIPE.
- (j) NEW OPEN ARROW PAVEMENT MARKINGS.
- (m) NEW SOLID ARROW PAVEMENT MARKING.
- (n) NEW 6" WIDE FIRE LANE STRIPING PAINTED TRAFFIC RED W/ "NO PARKING FIRE LANE" PAINTED WITH 4" HIGH WHITE LETTERING AT 25' O.C.
- (q) NEW 4" WIDE PAINTED YELLOW STRIPES AT 45° @ 2'-0" O.C.
- (r) NEW "STOP HERE FOR PEDESTRIANS" SIGN.
- (t) NEW 30"X30" STOP SIGN.
- (u) NEW 36"X36" STOP SIGN WITH DOUBLE SIGN MOUNTING, BREAK AWAY POSTS, AND BASE.
- (w) NEW NO PARKING FIRE LANE SIGN SIGN.
- (x) NEW PICKUP SIGN.
- (y) NEW 24" X 24" DO NOT ENTER SIGN.
- (z) NEW ALL WAY PLAQUE.
- (aa) NEW TRAFFIC FROM RIGHT DOES NOT STOP PLAQUE.
- (bb) NEW TRAFFIC FROM THE LEFT DOES NOT STOP PLAQUE.
- (cc) NEW ONCOMING TRAFFIC DOES NOT STOP PLAQUE.
- (dd) NEW CROSS TRAFFIC DOES NOT STOP PLAQUE.
- (ee) NEW SIGN MOUNTING AND BASE WITH BOLLARD.
- (ff) NEW SIGN MOUNTING AND BASE WITH BREAK AWAY POST.
- (gg) NEW DIRECTIONAL PICKUP SIGN, REFER TO WAYFINDING PLAN.
- (jj) 4"X8"X3.15" PAVER MODULE OR EQUAL. MECHANICAL PLAZA COLOR E-11 (RED, TAN, CHARCOAL)



NOTE TO CONTRACTOR:

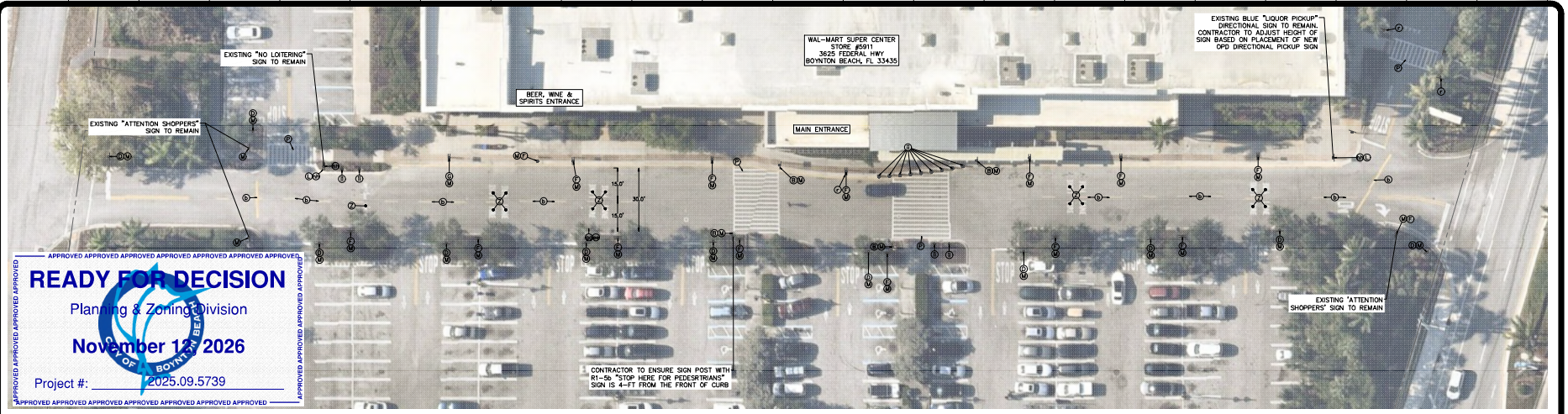
1. BFR (BUILDING FRONTAGE ROAD)
   OCR (OUTER CIRCULATION ROAD)
2. CONTRACTOR SHALL INSTALL "NEW" STOP BARS, SIGNS, AND TEXT TO MATCH CURRENT DETAILS AT THE LOCATIONS SHOWN ON THESE PLANS.
3. ALL SIGNS LOCATED ON THE BUILDING SIDE OF THE BFR SHALL BE INSTALLED ON A SINGLE POST WITH BOLLARD.
4. SEE DETAIL SHEETS FOR DIMENSIONS ON EXACT PLACEMENT OF SIGN POSTS AND STRIPING RELATIVE TO THE EDGE OF TRAVEL LANE, EDGE OF CROSSWALK, BACK OF CURB, ETC.

NOTES TO GENERA CONTRACTOR (GC):

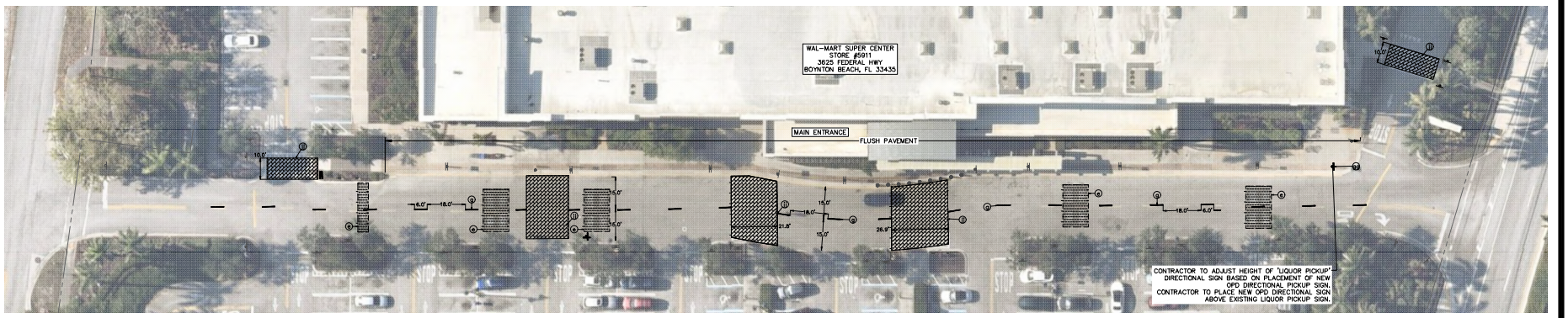
1. GC TO EXECUTE COMPLETE PARKING LOT RESTRIPING. STRIPE/REFRESH ALL EXISTING PARKING FIELDS (MAIN, SIDES, AND REAR OF STORE).
2. PREPARE AND REPAINT PARKING LOT LIGHT POLE BASES AND REMOVE PREVIOUS OVERSPRAY ON PAVEMENT. IF LIGHT POLE BASE IS WITHIN A RAISED CURB AND OFFSET FROM THE BACK OF CURB (OR CONCRETE BUFFER) BY 3 FEET OR LESS, THE BASE SHALL BE PAINTED/REPAINTED. IF LIGHT POLE BASE IS OFFSET FROM THE BACK OF CURB (OR CONCRETE BUFFER) BY MORE THEN 3 FEET, THE BASE SHALL NOT BE PAINTED UNLESS IT IS ALREADY PAINTED IN EXISTING CONDITIONS.
3. PREPARE AND REPAINT EXISTING SIGN POST BOLLARDS AND REMOVE PREVIOUS OVERSPRAY ON PAVEMENT.

SCALE: 1 INCH = 40 FEET

APPROVED APPROVED APPROVED



SECP DEMOLITION PLAN



SECP SITE PLAN

PAINT STRIPING LEGEND

SWSL/4" - SINGLE WHITE SOLID LINE / 4" WIDE
SYSL/4" - SINGLE YELLOW SOLID LINE / 4" WIDE EACH
DYSL/4" - DOUBLE YELLOW SOLID LINE / 4" WIDE EACH
SYSL/10" - SINGLE YELLOW SOLID LINE / 10" WIDE
SWDL/4" - SINGLE WHITE DASHED LINE / 4" WIDE
SWSL/24" - SINGLE WHITE SOLID LINE / 24" WIDE

HATCH LEGEND

AREA TO RECEIVE SEAL COAT

SIGN LEGEND

- EXISTING BOLLARD
- EXISTING SIGN AND POST MOUNTED ON BOLLARD
- EXISTING SIGN MOUNTED ON BREAKAWAY POST
- EXISTING DOUBLE-SIDED SIGN
- NEW SIGN AND POST

20 0 5 10 20
SCALE: 1 INCH = 20 FEET

DEVELOPER/OWNER:
WALMART INC.
c/o WALMART PROPERTY TAX DEPARTMENT
PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC

SITE & DEMOLITION LEGEND

(A) EXISTING PEDESTRIAN CROSSING SIGN TO BE REMOVED.
(B) EXISTING PEDESTRIAN CROSSING SIGN TO REMAIN / BE REUSED.
(C) EXISTING STOP SIGN TO BE REMOVED.
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(E) EXISTING STOP SIGN TO BE RAISED / RELOCATED TO MATCH CURRENT DETAILS / GUIDELINES.
(F) EXISTING MISCELLANEOUS TRAFFIC AND/OR INFORMATION SIGN TO REMAIN / BE REUSED.
(G) EXISTING NO PARKING FIRE LANE SIGN TO REMAIN / BE REUSED.
(H) EXISTING PICKUP WAY FINDING SIGN TO REMAIN / BE REUSED.
(J) EXISTING PICKUP SIGN TO REMAIN / BE REUSED.
(K) EXISTING "DO NOT ENTER" SIGN TO REMAIN / BE REUSED.
(L) EXISTING SIGN POST AND BASE TO BE REMOVED.
(M) EXISTING SIGN POST AND BASE TO REMAIN.
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(P) EXISTING CROSSWALK STRIPING TO BE REMOVED.
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(b) EXISTING STRIPING TO BE REMOVED.
(d) EXISTING 4" WIDE PAINTED YELLOW STRIPES AT 45° @ 2'-0" O.C. TO REMAIN / BE REFRESHED.
(e) LIMITS OF SEAL COAT. APPLY SEAL COAT OVER WHERE STRIPING AND PAVEMENT MARKINGS WERE REMOVED AND WHERE NEW STRIPING AND PAVEMENT MARKINGS WILL BE APPLIED. APPLY NEW STRIPING AND PAVEMENT MARKINGS OVER SEAL COAT.
(f) NEW CROSSWALK MARKINGS - 6" WIDE PAINTED WHITE STRIPING PARALLEL TO DIRECTION OF TRAFFIC AT 2'-0" O.C. AND (1)-8" WHITE STRIPE PERPENDICULAR ON BOTH ENDS UNLESS NOTED OTHERWISE. SEE SITE PLAN FOR DIMENSIONS. ENTIRE CROSSWALK SHALL BE RE-STRIPED.
(g) NEW 4" WIDE PAINTED YELLOW STRIPES - 6' LONG WITH 18' GAPS.
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(m) NEW SOLID ARROW PAVEMENT MARKING.
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(q) NEW 4" WIDE PAINTED YELLOW STRIPES AT 45° @ 2'-0" O.C.
(r) NEW "STOP HERE FOR PEDESTRIANS" SIGN.
(t) NEW 30"X30" STOP SIGN.
(u) NEW 36"X36" STOP SIGN WITH DOUBLE SIGN MOUNTING, BREAK AWAY POSTS, AND BASES.
(w) NEW NO PARKING FIRE LANE SIGN SIGN.
(x) NEW PICKUP SIGN.
(y) NEW 24" X 24" DO NOT ENTER SIGN.
(z) NEW ALL WAY PLAQUE.
(aa) NEW TRAFFIC FROM RIGHT DOES NOT STOP PLAQUE.
(bb) NEW TRAFFIC FROM THE LEFT DOES NOT STOP PLAQUE.
(cc) NEW ONCOMING TRAFFIC DOES NOT STOP PLAQUE.
(dd) NEW CROSS TRAFFIC DOES NOT STOP PLAQUE.
(ee) NEW SIGN MOUNTING AND BASE WITH BOLLARD.
(ff) NEW SIGN MOUNTING AND BASE WITH BREAK AWAY POST.
(gg) NEW DIRECTIONAL PICKUP SIGN, REFER TO PICKUP DIRECTIONAL SIGNAGE PLAN.
(hh) EXISTING DIRECTIONAL PICKUP SIGN TO BE REMOVED
(ii) EXISTING BOLLARD TO REMAIN
(jj) 4"X8"X3.15" PAVER MODULE OR EQUAL. MECHANICAL PLAZA COLOR E-11 (RED, TAN, CHARCOAL)

DEMOLITION AND SITE CONSTRUCTION PLAN

Date: 10/6/2026 Time: 12:53 User: mlanchess Style Table: Langan.stb Layout: SECP-1 Document Code: 342044901-MSSD-CR101-0001

REVISIONS	BY
07-24-2026 CITY OF BOYNTON BEACH COMMENTS	1
10-06-2026 CITY OF BOYNTON BEACH COMMENTS	2

LANGAN

LANGAN
Langan Engineering and Environmental Services, LLC.
13485 Veterans Way, Suite 120
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T: 407.974.2900 www.langan.com
FBPE Register No. 00000610, LB 8119

Joseph J. Tarnuzzi, III, Professional Engineer FL Lic. No. 65969

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

Project No. 342044901

Walmart

DRAWN: ZT
CHECKED: AR
DATE: 26 AUGUST 2026
SCALE: 1" = 20'
JOB No.: 342044901
SHEET: SECP-1

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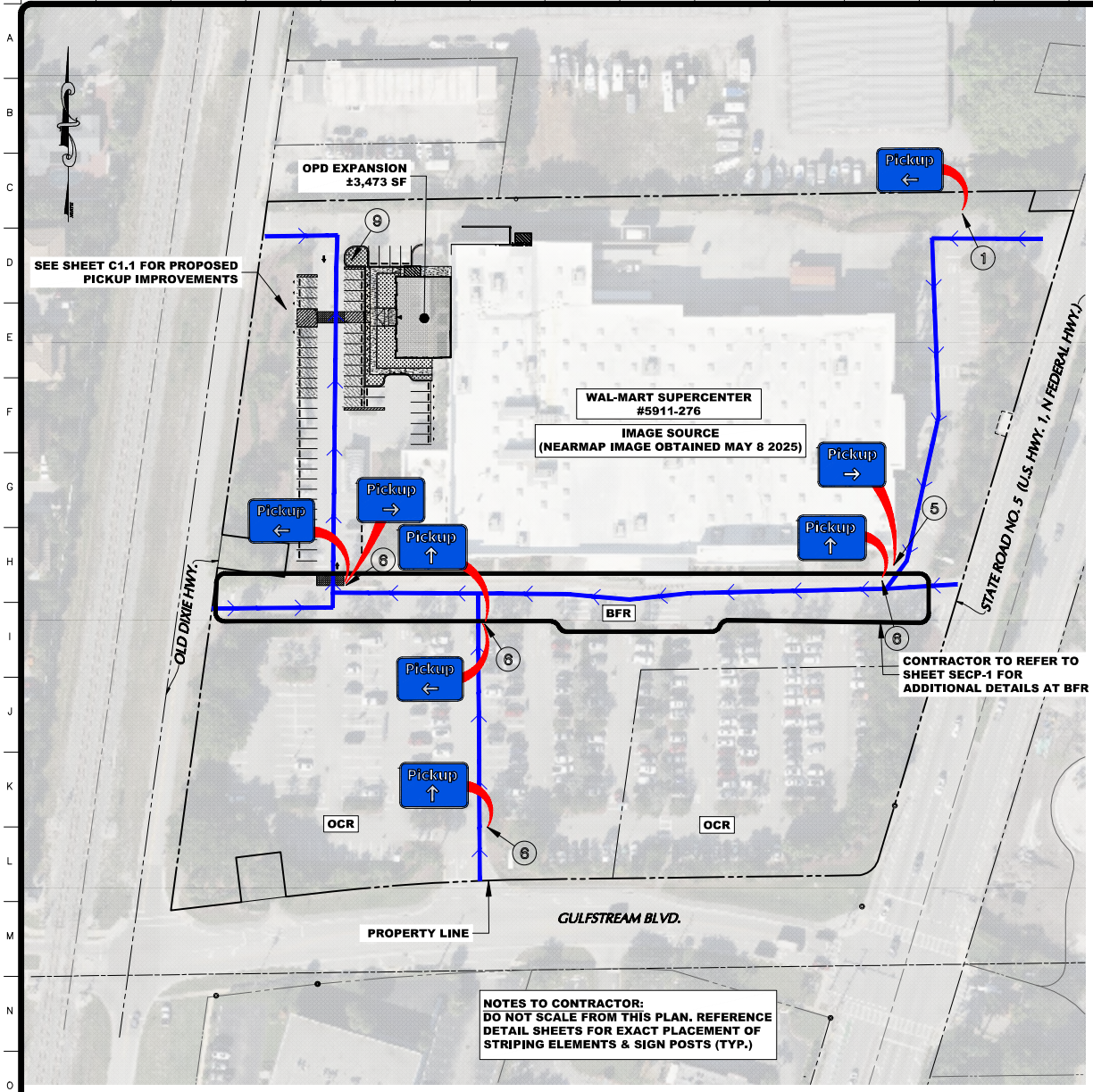


IMAGE SOURCE:
AERIAL IMAGERY WAS ACQUIRED ON JUNE 2025 VIA AUTODESK LIVE MAP DATA AND MICROSOFT BING MAPS PLATFORM APIS

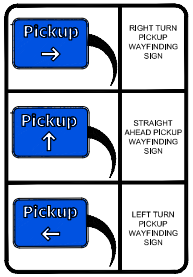
SCALE: 1 INCH = 40 FEET

FINISH LEGEND	
PMS WHITE	WHITE
PMS 2728 C	TRUE BLUE

DIRECTIONAL SIGNAGE LEGEND

REFERENCE DETAIL SHEET

1. CONTRACTOR TO INSTALL NEW PICKUP DIRECTIONAL SIGN ON NEW BREAKAWAY POST
2. CONTRACTOR TO INSTALL NEW PICKUP DIRECTIONAL SIGN ON NEW BOLLARD POST
3. CONTRACTOR TO REMOVE EXISTING PICKUP DIRECTIONAL SIGN & INSTALL NEW PICKUP DIRECTIONAL SIGN ON EXISTING BREAKAWAY POST.
4. CONTRACTOR TO INSTALL NEW PIKUP DIRECTIONAL SIGNS PANEL BACK TO BACK ON NEW BOLLARD POST.
6. CONTRACTOR TO INSTALL NEW PICKUP DIRRECTIONAL SIGNS PANEL BACK TO BACK ON NEW BREAKAWAY POST.
8. CONTRACTOR TO REMOVE EXISTING PICKUP DIRECTIONAL SIGN & POST AND INSTALL NEW PICKUP DIRECTIONAL SIGN ON NEW BREAKAWAY POST.
7. CONTRACTOR TO REMOVE EXISTING PICKUP DIRECTIONAL SIGN & EXISTING BREAKAWAY POST.
8. CONTRACTOR TO REMOVE EXISTING PICKUP DIRECTIONAL SIGN & EXISTING BOLLARD POST.
9. CONTRACTOR TO INSTALL PICKUP BANNER SIGN ON THIS LIGHT POST.
10. EXISTING PICKUP DIRECTIONAL SIGN AND POST TO REMAIN.
11. CONTRATOR TO REMOVE EXISTING PICKUP DIRECTIONAL SIGN & INSTALL NEW PICKUP DIRECTIONAL SIGN ON EXISTING BOLLARD POST.



PICKUP EXTERIOR SIGN SCHEDULE		
DESCRIPTION	DIMENSIONS	QUANTITY
RESERVED	18 X 18	24
PHONE NUMBER	8 X 18	24
VERTICAL PICKUP	18 X 36	24
PICKUP LEFT	18 X 24	3
PICKUP AHEAD	18 X 24	2
PICKUP RIGHT	18 X 24	2
PICKUP BANNER	24 X 60	-

NOTE TO CONTRACTOR:

1. BFR (BUILDING FRONTAGE ROAD)
   OCR (OUTER CIRCULATION ROAD)
2. ALL PICKUP WAYFINDING, BANNER AND STALL SIGNS ARE WALMART SUPPLIED AND CONTRACTOR INSTALLED. CONTRACTOR TO PLACE SIGN ORDER AT LEAST 3 WEEKS IN ADVANCE. ORDER SHALL BE SENT VIA EMAIL TO GETTY THOMAS (GETTY.THOMAS@WALMART.COM) AND BRAD KEENER (BRADLEY.KEENER@WALMART.COM). REQUEST SHALL CONTAIN A DELIVERY ADDRESS, DESIRED DELIVERY DATE, AND ANY SITE SPECIFIC SIGN SIZE AND/OR COLORS BASED ON APPROVED PLANS.
3. SEE PICKUP DETAIL SHEET FOR NOTES AND DETAILS ON PICKUP STRIPING AND SIGNAGE IMPROVEMENTS.

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED
READY FOR DECISION
Planning & Zoning Division
November 12, 2026
Project #: 2025.09.5739
CITY OF BOYNTON BEACH

DEVELOPER/OWNER:
WALMART INC.
c/o WALMART PROPERTY TAX DEPARTMENT
PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC

PICKUP DIRECTIONAL SIGNAGE PLAN

REVISIONS	BY
07-24-2026 CITY OF BOYNTON BEACH COMMENTS	1
10-14-2026 CITY OF BOYNTON BEACH COMMENTS	2

LANGAN
Langan Engineering and Environmental Services, LLC.
13485 Veterans Way, Suite 120
Orlando, FL 32827
T: 407.974.2900 F: 407.974.2901 www.langan.com
FBPE Register No. 00000616 | 8817 | 8618

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

Project No. 342044901

DRAWN: LC
CHECKED: AR
DATE: 26 AUGUST 2026
SCALE: AS NOTED
JOB No.: 342044901
SHEET: OPD-1

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FOUNDATION SUBSURFACE PREPARATION WAL-MART
JOB #5911.276, BOYNTON BEACH, FLORIDA
09/05/25

UNLESS SPECIFICALLY INDICATED OTHERWISE IN THE DRAWINGS AND/OR SPECIFICATIONS, THE LIMITS OF THIS SUBSURFACE PREPARATION ARE CONSIDERED TO BE THAT PORTION OF THE SITE DIRECTLY BENEATH AND 5 FEET BEYOND THE BUILDING AND APPURTENANCES.

APPURTENANCES ARE THOSE ITEMS ATTACHED TO THE BUILDING PROPER (REFER TO DRAWING SHEET C-1), TYPICALLY INCLUDING, BUT NOT LIMITED TO, THE BUILDING SIDEWALKS, GARDEN CENTER, PORCHES, RAMPS, STOOPS, TRUCK WELLS/DOCKS, CONCRETE APRONS AT THE AUTOMOTIVE CENTER, COMPACTOR PAD, ETC. THE BASE AND THE VAPOR BARRIER, WHERE REQUIRED, DO NOT EXTEND BEYOND THE LIMITS OF THE ACTUAL BUILDING AND THE APPURTENANCES.

ESTABLISH THE FINAL SUBGRADE ELEVATION TO ALLOW FOR THE CONCRETE SLAB, BASE, AND SUBBASE (IF SUBBASE IS REQUIRED BELOW). REFERENCE ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR REQUIRED SLAB THICKNESS. THE 6" THICK BASE MATERIAL SHALL CONFORM TO CLEAN, CRUSHED STONE (NO. 57 STONE, ASTM C33) OR WELL-GRADED COMPACTED SAND AND LIMESTONE. THE 12" SUBBASE MATERIAL SHALL BE STABILIZED SUBGRADE MATERIAL HAVING A MINIMUM LBR 40 AND COMPACTED TO 95% MAXIMUM DRY DENSITY REFERENCED TO ASTM D1557. THE BASE AND SUBBASE SHALL BE PROVIDED BY THE BUILDING CONTRACTOR IN JOINT PROJECTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ACCURATE MEASUREMENTSFOR ALL CUT AND FILL DEPTHS REQUIRED. ANY PROPOSED EQUIVALENT ALTERNATIVE BASE OR SUBBASE MATERIAL MUST BE SUBMITTED FOR APPROVAL WITHIN 30 DAYS AFTER AWARD OF CONTRACT. ANY EQUIVALENT ALTERNATIVE SHALL ONLY BE USED IF APPROVED IN WRITING BY THE CEC AND AOR.

EXISTING FOUNDATIONS, SLABS, PAVEMENTS, AND BELOW-GRADE STRUCTURES SHALL BE REMOVED FROM THE BUILDING AREA. REMOVE SURFACE VEGETATION, TOPSOIL, ROOT SYSTEMS, ORGANIC MATERIAL, EXISTING FILL, AND SOFT OR OTHERWISE UNSUITABLE MATERIAL FROM THE BUILDING AREA. PROOFROLL EXPOSED SUBGRADE. REMOVE AND REPLACE UNSUITABLE AREAS WITH SUITABLE MATERIAL. SUBGRADE MATERIAL (FILL OR NATIVE) SHALL BE GRANULAR WITH LESS THAN 15% FINES AND FREE OF ORGANIC AND OTHER DELETERIOUS MATERIALS AND SHALL MEET THE FOLLOWING REQUIREMENTS:

LOCATION WITH RESPECT TO FINAL GRADE	PI.	LL.
BUILDING AREA, BELOW UPPER 4 FEET	<12 MAX.>	<40 MAX.>
BUILDING AREA, UPPER 4 FEET	<10 MAX.>	<20 MAX.>

SUBGRADE MATERIAL SHALL BE PLACEDIN LOOSE LIFTS NOT EXCEEDING 12 INCHES IN THICKNESS AND COMPACTED TO AT LEAST 95 PERCENT OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D1557) AT A MOISTURE CONTENT WITHIN 3 PERCENT BELOW TO 3 PERCENT ABOVE THE OPTIMUM.

THE FOUNDATION SYSTEM SHALL BE ISOLATED SPREAD FOOTINGS AT COLUMNS AND CONTINUOUS SPREAD FOOTINGS AT WALLS.

THIS FOUNDATION SUBSURFACE PREPARATION DOES NOT CONSTITUTE A COMPLETE SITE WORK SPECIFICATION. IN CASE OF CONFLICT, INFORMATION COVERED IN THIS PREPARATION SHALL TAKE PRECEDENCE OVER THE WAL-MART SPECIFICATIONS. REFER TO THE SPECIFICATIONS FOR SPECIFIC INFORMATION NOT COVERED IN THIS PREPARATION. THIS INFORMATION WAS TAKEN FROM A GEOTECHNICAL REPORT PREPARED BY LANGAN ENGINEERING AND ENVIRONMENTAL, DATED 13 SEPTEMBER 2024 (GEOTECHNICAL REPORT IS FOR INFORMATION ONLY AND IS NOT A CONSTRUCTION SPECIFICATION).

GRADING NOTES

1. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION OF EXISTING STRUCTURES INCLUDING REMOVAL OF ANY EXISTING UTILITIES SERVING THE STRUCTURE. UTILITIES ARE TO BE REMOVED TO THE RIGHT-OF-WAY.
2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
3. ALL CUT OR FILL SLOPES SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE NOTED.
4. PRECAST STRUCTURES MAY BE USED AT CONTRACTORS OPTION.
5. STORM PIPE SHALL BE AS FOLLOWS UNLESS OTHERWISE NOTED: (SEE MASTER SITE SPECIFICATIONS SECTION 02630 FOR ALLOWED MATERIALS. CEC TO LIST SPECIFIC PIPE MATERIALS ON THIS PLAN IF REQUIRED.)
6. EXISTING PIPES TO BE CLEANED OUT TO REMOVE ALL SILT AND DEBRIS.
7. EXISTING GRADE CONTOUR INTERVALS SHOWN AT 1 FOOT.
8. PROPOSED GRADE CONTOUR INTERVALS SHOWN AT 1 FOOT INTERVALS.
9. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
10. ALL STORM PIPE ENTERING STRUCTURES SHALL BE GROUTED TO ASSURE CONNECTION AT STRUCTURE IS WATERTIGHT.
11. ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH PAVEMENT, AND SHALL HAVE TRAFFIC BEARING RING & COVERS. MANHOLES IN UNPAVED AREAS SHALL BE 6" ABOVE FINISH GRADE. LIDS SHALL BE LABELLED "STORM SEWER".
12. THE CONTRACTOR SHALL ADHERE TO ALL TERMS & CONDITIONS AS OUTLINED IN THE EPA OR APPLICABLE STATE GENERAL N.P.D.E.S. PERMIT FOR STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES AND THE WAL-MART SPECIAL CONDITIONS, SECTION 8: ENVIRONMENTAL COMPLIANCE AND STORM WATER POLLUTION PREVENTION. THIS APPLIES TO WAL-MART BUILT PROJECTS ONLY.
13. CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.
14. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS.
15. TOPOGRAPHIC INFORMATION IS TAKEN FROM A TOPOGRAPHIC SURVEY BY LAND SURVEYORS. IF THE CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION, THEN THE CONTRACTOR SHALL SUPPLY, AT THEIR EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR TO THE OWNER FOR REVIEW.
16. ALL UNSURFACED AREAS DISTURBED BY GRADING OPERATION SHALL RECEIVE 4 INCHES OF TOPSOIL. CONTRACTOR SHALL APPLY STABILIZATION FABRIC TO ALL SLOPES 3H:1V OR STEEPER. CONTRACTOR SHALL STABILIZE DISTURBED AREAS IN ACCORDANCE WITH GOVERNING SPECIFICATIONS UNTIL A HEALTHY STAND OF VEGETATION IS OBTAINED.
17. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME.
18. ALL STORM STRUCTURES SHALL HAVE A SMOOTH UNIFORM POURED MORTAR INVERT FROM INVERT IN TO INVERT OUT.

ALERT TO CONTRACTOR:

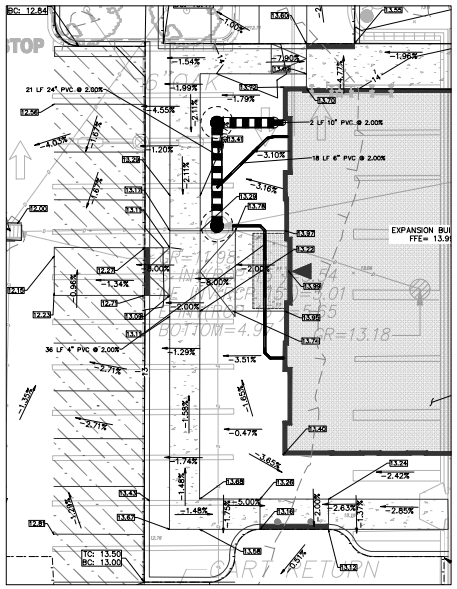
ALL W/M GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS. OUTLOT AREA TO BE KEPT FREE OF JOB TRAILERS AND STORAGE AFTER THE CONTRACT MILESTONE DATE FOR THE OUTLOT. W/M GENERAL CONTRACTOR TO PROVIDE CLEAR ACCESS FOR OUTLOT CONTRACTOR TO THE SPECIFIC PARCEL AT ALL TIMES AFTER MILESTONE DATE. PURCHASER OF OUTLOT TO PROVIDE PERMIT DOCUMENTS AND SWPPP REQUIRED BY STATE/LOCAL REQUIREMENTS FOR SPECIFIC OUTLOT.

DEWATERING NOTE:

WHEN PERFORMING GRADING OPERATIONS DURING PERIODS OF WET WEATHER, PROVIDE ADEQUATE DEWATERING, DRAINAGE AND GROUND WATER MANAGEMENT TO CONTROL MOISTURE OF SOILS.

REFER TO MASTER SITE SPECIFICATIONS.

CONTRACTOR SHALL CONTACT 811 FOR LOCATION OF ALL UTILITIES, AT LEAST 72 HOURS PRIOR TO BEGINNING CONSTRUCTION



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READY FOR DECISION

Planning & Zoning Division

November 13, 2026

Project #: 2025.09.5739

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

DEVELOPER/OWNER:
WALMART INC.
c/o WALMART PROPERTY TAX DEPARTMENT
PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC

GRADING & DRAINAGE PLAN

REVISIONS	BY
05-25-2026 PER #4	1

LANGAN

Langan Engineering and Environmental Services, LLC.
13485 Veterans Way, Suite 120
Orlando, FL 32827
T: 407.976.2600 F: 407.976.2601 www.langan.com
FBPE Register No. 00006466 | LB 8132 | AA 26018

Project No. 342044901

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

DRAWN: BH
CHECKED: AR
DATE: 26 AUGUST 2026
SCALE: AS NOTED
JOB No.: 342044901
SHEET: C-2

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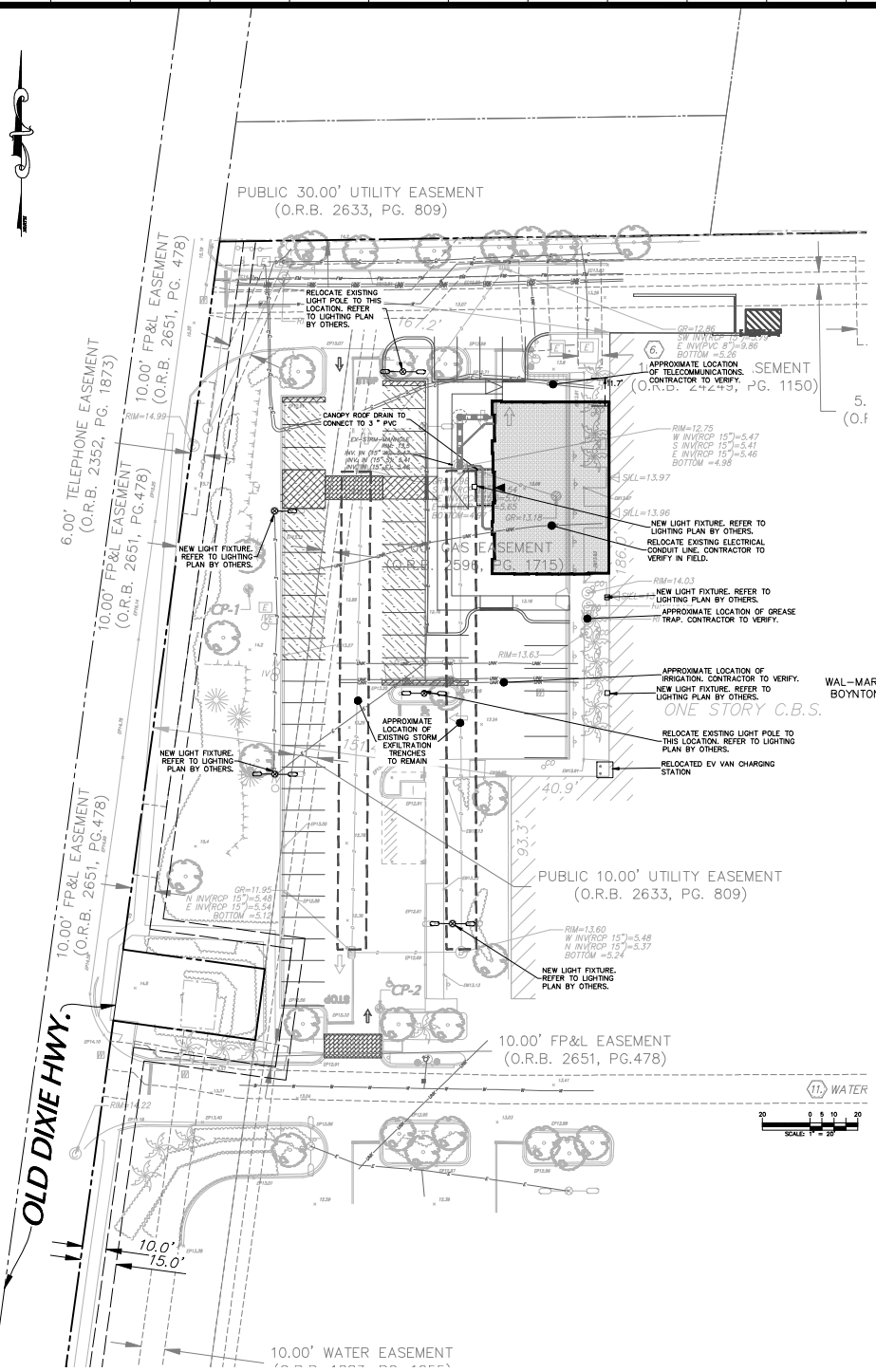

LEGEND - PROPOSED

- W — WATER MAIN
- E — UNDERGROUND ELECTRICAL POWER LINE
- C — UNDERGROUND COMMUNICATIONS LINE
- SAN — SANITARY SEWER LINE
- STORM DRAIN
- CLEAN-OUT

UTILITY NOTES

1. CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING UTILITY DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. SEE SPECIFICATIONS FOR BACKFILLING AND COMPACTION REQUIREMENTS ON UTILITY TRENCHES.
3. ALL FILL MATERIAL IS TO BE IN PLACE, AND COMPACTED BEFORE INSTALLATION OF PROPOSED UTILITIES.
4. CONTRACTOR SHALL NOTIFY THE UTILITY AUTHORITIES INSPECTORS 72 HOURS BEFORE CONNECTING TO ANY EXISTING LINE.
5. ALL WATER JOINTS ARE TO BE MECHANICAL JOINTS WITH THRUST BLOCKING AS CALLED OUT IN SPECIFICATIONS.
6. ALL UTILITIES SHOULD BE KEPT TEN (10') APART (PARALLEL) OR WHEN CROSSING (IF VERTICAL CLEARANCE (OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE.)
7. CONTRACTOR SHALL GROUT AROUND ALL PIPE ENTRANCES TO SANITARY SEWER MANHOLES WITH NON-SHRINKING GROUT TO ASSURE CONNECTION IS WATER TIGHT.
8. IN THE EVENT OF A VERTICAL CONFLICT BETWEEN WATER LINES, SANITARY LINES, STORM LINES AND GAS LINES (EXISTING AND PROPOSED), THE SANITARY LINE SHALL BE DUCTILE IRON PIPE WITH MECHANICAL JOINTS AT LEAST 10 FEET (IN BOTH SIDES OF CROSSING) THE WATER LINE SHALL HAVE MECHANICAL JOINTS WITH APPROPRIATE THRUST BLOCKING AS REQUIRED TO PROVIDE A MINIMUM OF 18" CLEARANCE, MEETING REQUIREMENTS OF ANSI A21.10 OR ANSI 21.8 (AWWA C-150) (CLASS 50).
9. LINES UNDERGROUND SHALL BE INSTALLED, INSPECTED AND APPROVED BEFORE BACKFILLING.
10. TOPS OF EXISTING MANHOLES SHALL BE RAISED AS NECESSARY TO BE FLUSH WITH PROPOSED PAVEMENT ELEVATIONS WITH WATER TIGHT LIDS.
11. ALL CONCRETE FOR ENCASEMENTS SHALL HAVE A MINIMUM 28 DAY COMPRESSION STRENGTH AT 3000 P.S.I.
12. DRAWINGS DO NOT PURPORT TO SHOW ALL EXISTING UTILITIES.
13. EXISTING UTILITIES SHALL BE VERIFIED IN FIELD PRIOR TO INSTALLATION OF ANY NEW LINES.
14. REFER TO ARCHITECTURAL PLANS FOR TIE-IN OF ALL UTILITIES.
15. CONTRACTOR IS RESPONSIBLE FOR COMPLYING TO THE SPECIFICATIONS OF THE LOCAL AUTHORITIES (ANY CITY) WITH REGARDS TO MATERIALS AND INSTALLATION OF THE WATER AND SEWER LINES.
16. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
17. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICE.
18. CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION REQUIREMENTS AND SPECIFICATIONS.
19. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS AND SPECIFICATIONS FOR ACTUAL LOCATION OF ALL UTILITY ENTRANCES TO INCLUDE: SANITARY SEWER LATERALS, DOMESTIC AND FIRE PROTECTION WATER SERVICE, ELECTRICAL, TELEPHONE, AND GAS SERVICE. CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES, IN SUCH A MANNER AS TO AVOID CONFLICTS AND ASSURE PROPER DEPTHS ARE ACHIEVED AS WELL AS COORDINATING WITH CITY UTILITY REQUIREMENTS AS TO LOCATION AND SCHEDULING FOR TIE-INS/CONNECTIONS PRIOR TO CONNECTING TO EXISTING UTILITIES.
20. THE CONTRACTOR SHALL CONDUCT ALL REQUIRED TESTS TO THE SATISFACTION OF THE RESPECTIVE UTILITY COMPANIES AND THE OWNER'S INSPECTING AUTHORITIES.
21. CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST STANDARDS OF OSHA DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR SHALL USE SUPPORT SYSTEMS, SLOPING, BENDING, AND OTHER MEANS OF PROTECTION. THIS TO INCLUDE BUT NOT LIMITED FOR ACCESS AND EGRESS FROM ALL EXCAVATION AND TRENCHING. CONTRACTOR IS RESPONSIBLE TO COMPLY WITH PERFORMANCE CRITERIA FOR OSHA.
22. THE INSTALLATION OR REPAIR OF ANY UNDERGROUND FACILITIES OR PIPING WHICH CONNECTS TO OR FURNISHES WATER FOR THE FIRE PROTECTION SPRINKLER SYSTEM SHALL BE PERFORMED ONLY BY A LICENSED UTILITY CONTRACTOR, FIRE PROTECTION SPRINKLER CONTRACTOR, OR LICENSED PLUMBER. SEE O.C.G.A. TITLE 25-11-7-A). A COPY OF THE LICENSE OR CERTIFICATE OF COMPETENCY SHALL BE PROVIDED TO THE INSPECTOR AT THE FINAL INSPECTION.
23. UTILITY WORK TO BE DONE IN FRONT OF STORE TO BE COORDINATED WITH CONSTRUCTION MANAGER. FRONT UTILITY WORK WILL BE DONE AT NIGHT IF NOT LOCATED BEHIND CONSTRUCTION FENCE.
24. CONTRACTOR TO RELOCATE LIGHT POLE AND REPLACE LUMINAIRES AS INDICATED. CONTRACTOR TO BUILD NEW POLE BASE AND STUB WIRE AS NEEDED.
25. REFER TO BUILDING PLANS FOR SITE LIGHTING ELECTRICAL PLAN.

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

READY FOR DECISION

Planning & Zoning Division

November 12, 2026

Project #: 2025.09.5739

CITY OF BOYNTON BEACH

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

DEVELOPER/OWNER:
WALMART INC.
c/o WALMART PROPERTY TAX DEPARTMENT
PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC

ALERT TO CONTRACTOR:

CONTRACTOR SHALL CONTACT 811 FOR LOCATION OF ALL UTILITIES, AT LEAST 72 HOURS PRIOR TO BEGINNING CONSTRUCTION

UTILITY PLAN

REVISIONS	BY
07-24-2026 CITY OF BOYNTON BEACH COMMENTS	1
10-14-2026 CITY OF BOYNTON BEACH COMMENTS	2

LANGAN

LANGAN
Langan Engineering and Environmental Services, LLC.
13485 Veterans Way, Suite 120
Orlando, FL 32827
T: 407.974.2900 www.langan.com
F: 407.974.2901
FBPE Register No. 00006466/LB8172-8818

Project No. 342044901

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

DRAWN BY
CHECKED AR
DATE 26 AUGUST 2026
SCALE AS NOTED
JOB No. 342044901
SHEET C-3

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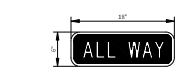


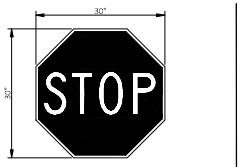
WHITE LEGEND RED BACKGROUND

R1-3P

NOTE: SIGNS SHALL HAVE DIAMOND GRADE, ASTM TYPE IV, SHEETING.

"ALL WAY" PLAQUE

N.T.S.



WHITE LEGEND RED BACKGROUND

R1-1

NOTE: SIGNS SHALL HAVE DIAMOND GRADE, ASTM TYPE XI, SHEETING.

30"X30" "STOP" SIGN WITHIN PARKING LOT

N.T.S.



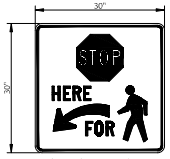
OPEN ARROW MARKINGS AS INDICATED ON PLANS PAINTED "WHITE"

NOTES:

1. ARROWS SHALL BE APPLIED IN ACCORDANCE WITH SECTION 3B.20 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
2. OPEN ARROWS SHALL CONSIST OF A 4" PERIMETER STRIPE.

OPEN ARROW PAVEMENT MARKINGS (MODIFIED)

N.T.S.



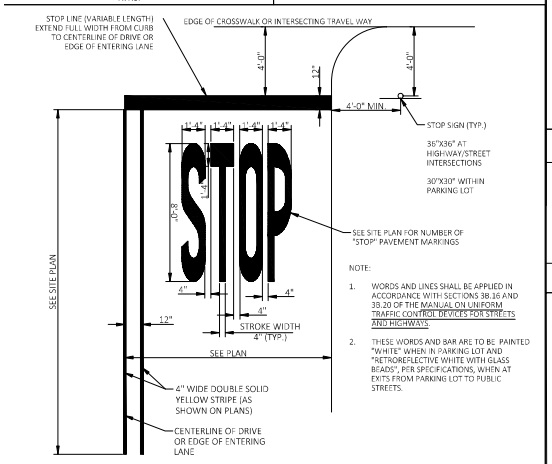
LEGEND, BORDER - BLACK
BACKGROUND - WHITE (RETRORFLECTIVE)
STOP SYMBOL - RED (RETROREFLECTIVE)

R1-5b

NOTE: SIGNS SHALL HAVE DIAMOND GRADE, ASTM TYPE XI, SHEETING.

"STOP HERE FOR PEDESTRIANS" SIGN

N.T.S.



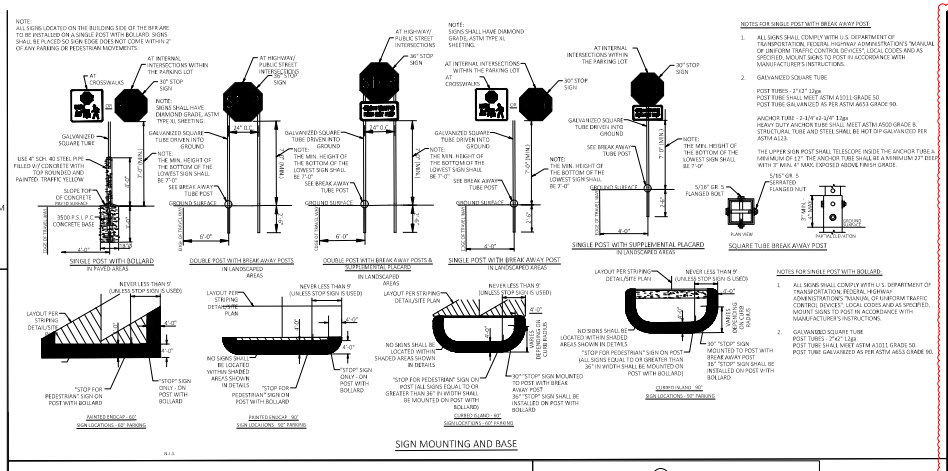
NOTE:

1. WORDS AND LINES SHALL BE APPLIED IN ACCORDANCE WITH SECTIONS 3B.16 AND 3B.20 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
2. THESE WORDS AND BAR ARE TO BE PAINTED "WHITE" WHEN IN PARKING LOT AND "RETROREFLECTIVE WHITE WITH GLASS BEADS", PER SPECIFICATIONS, WHEN AT EXITS FROM PARKING LOT TO PUBLIC STREETS.

STOP PAVEMENT MARKINGS - STREETS AND ROADS

N.T.S.

06/26/18



NOTE: ALL SIGNS LOCATED ON THE BUILDING SIDE OF THE BYP ARE TO BE INSTALLED ON A SINGLE POST WITH BOLLARD. SIGNS SHALL BE PLACED SO SIGN EDGE DOES NOT COME WITHIN 2' OF ANY PARKING OR PEDESTRIAN MOVEMENTS.

SINGLE POST WITH BOLLARD IN PAVED AREAS

DOUBLE POST WITH BREAK AWAY POSTS IN LANDSCAPED AREAS

DOUBLE POST WITH BREAK AWAY POSTS & SUPPLEMENTAL PLACARD IN LANDSCAPED AREAS

SINGLE POST WITH BREAK AWAY POST IN LANDSCAPED AREAS

SINGLE POST WITH SUPPLEMENTAL PLACARD IN LANDSCAPED AREAS

SQUARE TUBE BREAK AWAY POST

NOTES FOR SINGLE POST WITH BREAK AWAY POST:

1. ALL SIGNS SHALL COMPLY WITH U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION'S "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES", LOCAL CODES AND AS SPECIFIED. MOUNT SIGNS TO POST IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
2. GALVANIZED SQUARE TUBE

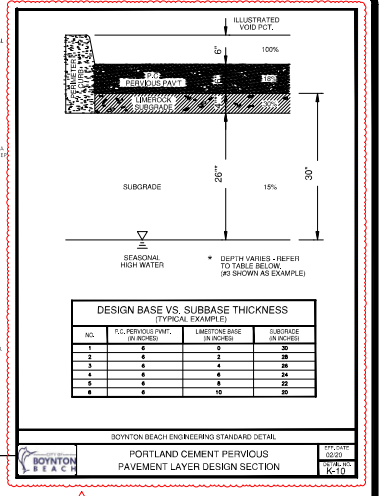
POST TUBES - 2"x2" 12ga
POST TUBE SHALL MEET ASTM A1011 GRADE 50
POST TUBE GALVANIZED AS PER ASTM A653 GRADE 90.

ANCHOR TUBE - 2-3/4"x2-3/4" 12ga
HEAVY DUTY ANCHOR TUBE SHALL MEET ASTM A500 GRADE B, STRUCTURAL TUBE AND STEEL SHALL BE HOT DIP GALVANIZED PER ASTM A123.

THE UPPER SIGN POST SHALL TELESCOPE INSIDE THE ANCHOR TUBE A MINIMUM OF 12". THE ANCHOR TUBE SHALL BE A MINIMUM 27" DEEP WITH 3" MIN. 4" MAX. EXPOSED ABOVE FINISH GRADE.

SIGN MOUNTING AND BASE

N.T.S.



DESIGN BASE VS. SUBBASE THICKNESS
(TYPICAL EXAMPLE)

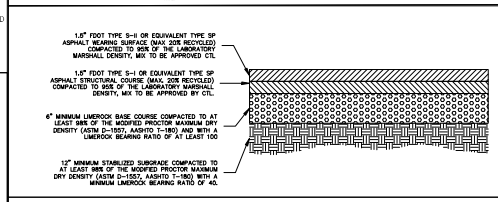
NO.	P.C. PERVIOUS PVMT. (IN INCHES)	LIMESTONE BASE (IN INCHES)	SUBGRADE (IN INCHES)
1	6	0	30
2	6	2	28
3	6	4	26
4	6	6	24
5	6	8	22
6	6	10	20

BOYNTON BEACH ENGINEERING STANDARD DETAIL

PORTLAND CEMENT PERVIOUS PAVEMENT LAYER DESIGN SECTION

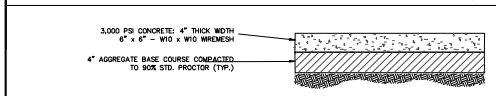
EFF. DATE: 0020
STD. DET. NO.: K-10

2

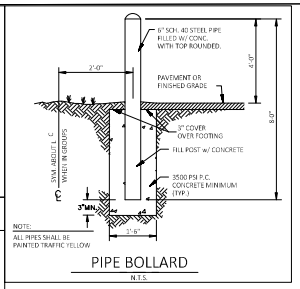


STANDARD DUTY ASPHALT PAVEMENT SECTION

*EXISTING PAVEMENT DEPTHS ARE REFERENCED FROM THE APPROVED PLANS PREPARED BY CPH INC. DATED 05/27/2014

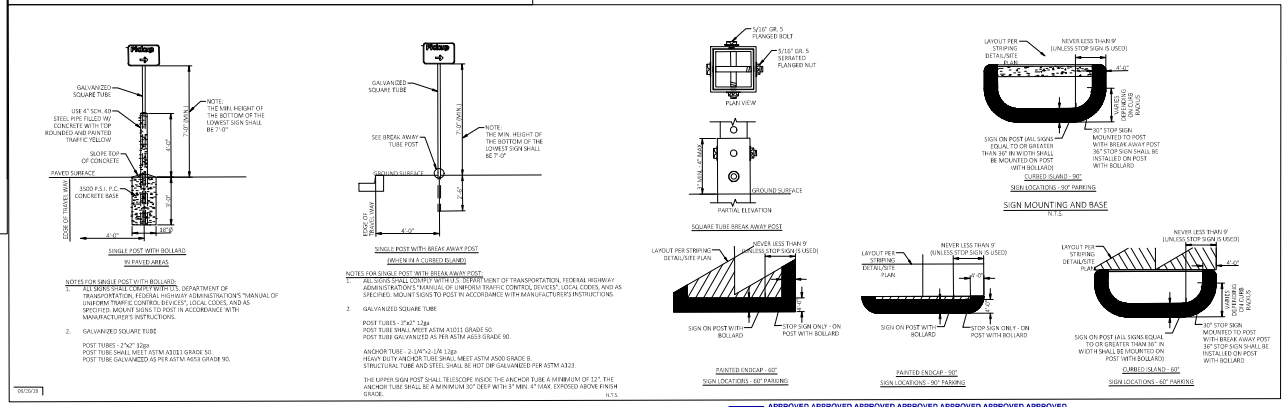


CONCRETE SIDEWALK SECTION



PIPE BOLLARD

N.T.S.



SINGLE POST WITH BOLLARD IN PAVED AREAS

SINGLE POST WITH BREAK AWAY POST WHEN IN A CURBED ISLAND

SIGN MOUNTING AND BASE

N.T.S.

NOTES FOR SINGLE POST WITH BOLLARD:

1. ALL SIGNS SHALL COMPLY WITH U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION'S "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES", LOCAL CODES, AND AS SPECIFIED. MOUNT SIGNS TO POST IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
2. GALVANIZED SQUARE TUBE

POST TUBES - 2"x2" 12ga
POST TUBE SHALL MEET ASTM A1011 GRADE 50
POST TUBE GALVANIZED AS PER ASTM A653 GRADE 90.

NOTES FOR SINGLE POST WITH BREAK AWAY POST:

1. ALL SIGNS SHALL COMPLY WITH U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION'S "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES", LOCAL CODES, AND AS SPECIFIED. MOUNT SIGNS TO POST IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
2. GALVANIZED SQUARE TUBE

POST TUBES - 2"x2" 12ga
POST TUBE SHALL MEET ASTM A1011 GRADE 50
POST TUBE GALVANIZED AS PER ASTM A653 GRADE 90.

ANCHOR TUBE - 2-3/4"x2-3/4" 12ga
HEAVY DUTY ANCHOR TUBE SHALL MEET ASTM A500 GRADE B, STRUCTURAL TUBE AND STEEL SHALL BE HOT DIP GALVANIZED PER ASTM A123.

THE UPPER SIGN POST SHALL TELESCOPE INSIDE THE ANCHOR TUBE A MINIMUM OF 12". THE ANCHOR TUBE SHALL BE A MINIMUM 30" DEEP WITH 3" MIN. 4" MAX. EXPOSED ABOVE FINISH GRADE.

N.T.S.

06/26/18

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

READY FOR DECISION

Planning & Zoning Division

November 12, 2026

Project #: 2025.09.5739

CITY OF BOYNTON BEACH

DEVELOPER/OWNER:
WALMART INC.
c/o WALMART PROPERTY TAX DEPARTMENT
PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC

SITE PLAN DETAILS

REVISIONS	BY
07/24/2026 CITY OF BOYNTON BEACH COMMENTS	1
10/09/2026 CITY OF BOYNTON BEACH COMMENTS	2

LANGAN

Langan Engineering and Environmental Services, LLC.
13485 Veterans Way, Suite 120
Orlando, FL 32827
T: 407.976.2600 F: 407.976.2601 www.langan.com
FBPE Register No. 00006466 | LB 3139

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

Project No. 342044901

DRAWN BH
CHECKED AR
DATE 26 AUGUST 2026
SCALE AS NOTED
JOB No. 342044901
SHEET D-1

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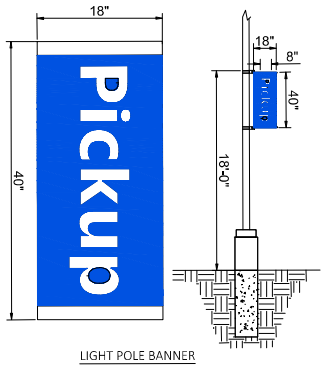
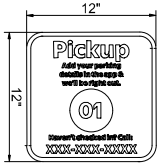
507

Date: 10/9/2026 Time: 12:55 User: nlerchenm Style Table: Langan.stb Layout: D-1 Document Code: 342044901-D500-C500-V3101



LIGHT POLE BANNER

N.T.S.



STALL DESIGNATION SIGN

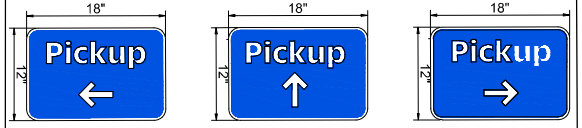
N.T.S.

True Blue
PMS 2728 C
#0053E2
CMYK: 98, 75, 1, 0
RGB 0 83 226



LOGO SIGN

N.T.S.



"DIRECTIONAL SIGNS" (LEFT, STRAIGHT, RIGHT)

N.T.S.

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

READY FOR DECISION

Planning & Zoning Division

November 12, 2026

Project #: 2025.09.5739

CITY OF BOYNTON BEACH



HOURS OF OPERATION SIGN

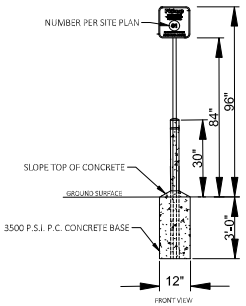
N.T.S.

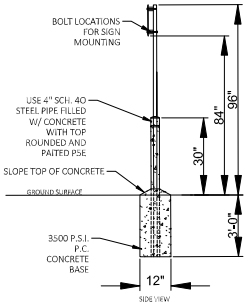
DEVELOPER/OWNER:
WALMART INC.
c/o WALMART PROPERTY TAX DEPARTMENT
PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

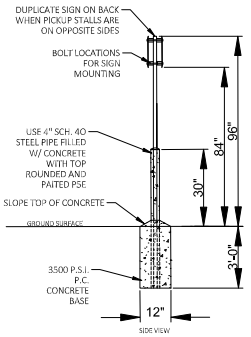
SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC



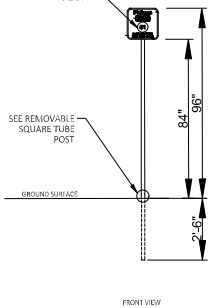


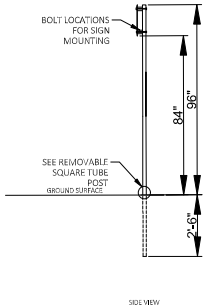


TYPICAL PARKING SIGNAGE IN PAVED AREAS

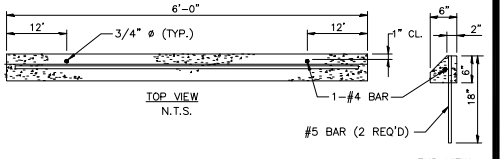
PARKING SIGN MOUNTING AND BASE

N.T.S.





TYPICAL PARKING SIGNAGE IN LANDSCAPED AREAS



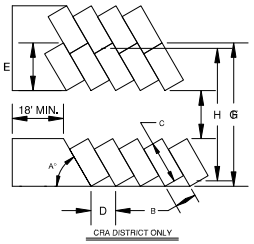
2 CONCRETE WHEEL STOP

FOR ALL STALLS				
A	B	C	D	E
0°	9'-0"	25'-0"	25'-0"	9'-0"
45°	9'-0"	18'-0"	12'-9"	19'-1"
60°	9'-0"	18'-0"	10'-5"	20'-1"
75°	9'-0"	18'-0"	9'-4"	19'-9"
90°	9'-0"	18'-0"	9'-0"	18'-0"

LEGEND	
A	ANGLE
B	STALL WIDTH
C	STALL LENGTH
D	CURB LENGTH
E	STALL DEPTH
F	AISLE WIDTH
G	WALL TO WALL WIDTH
H	INTERLOCK TO INTERLOCK WIDTH

FOR ALL OTHER DIMENSIONS									
STALLS ON BOTH SIDES						STALLS ON ONE SIDE ONLY			
ONE WAY TRAFFIC			TWO WAY TRAFFIC			ONE WAY TRAFFIC		TWO WAY TRAFFIC	
A	F	G	H	F	G	H	F	G	H
0°	12'-0"	30'-0"	30'-0"	24'-0"	42'-0"	42'-0"	12'-0"	21'-0"	21'-0"	24'-0"	33'-0"	33'-0"
45°	20'-0"	58'-2"	51'-10"	24'-0"	62'-2"	55'-10"	20'-0"	39'-1"	32'-9"	24'-0"	43'-1"	36'-9"
60°	22'-0"	62'-2"	57'-8"	24'-0"	64'-2"	59'-8"	22'-0"	42'-1"	37'-7"	24'-0"	44'-1"	39'-7"
75°	24'-0"	63'-5"	61'-1"	24'-0"	63'-5"	61'-1"	24'-0"	43'-9"	41'-5"	24'-0"	43'-9"	41'-5"
90°	24'-0"	60'-0"	60'-0"	24'-0"	60'-0"	60'-0"	24'-0"	42'-0"	42'-0"	24'-0"	42'-0"	42'-0"

NOTE: ALL DIMENSIONS ARE MINIMUM.



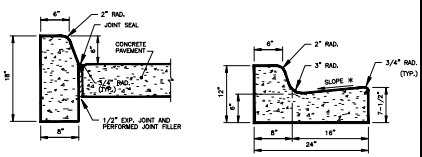
CRA DISTRICT ONLY

BOYNTON BEACH ENGINEERING STANDARD DETAIL

PARKING STALL & AISLE DIMENSIONS (CRA ONLY)

EFF. DATE 02/20

DETAIL NO. K-2





2' VALLEY GUTTER - SYMMETRICAL

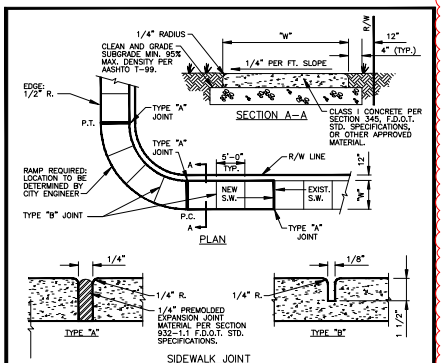
NOTES:
*1. WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE PAVEMENT SIDE GUTTER SHALL BE 6". USE 2500 PSI CONCRETE STRENGTH.
**2. FOR USE ADJACENT TO CONCRETE OF FLEXIBLE PAVEMENT, CONCRETE SHOWN. EXPANSION JOINT, PREFORMED JOINT FILLER AND JOINT SEAL ARE REQUIRED BETWEEN CURBS AND CONCRETE PAVEMENT ONLY.
3. GUTTERS SHALL HAVE 4" MIN BASE ROCK SUPPORT W/12" SUBGRADE (SEE DETAIL P-3)

BOYNTON BEACH ENGINEERING STANDARD DETAIL

CURB & GUTTER

EFF. DATE 02/20

DETAIL NO. P-7



SIDEWALK JOINT

TABLE OF SIDEWALK THICKNESS - "T"	
RESIDENTIAL AREAS	4"
WITHIN 16' OF CROSS-STREETS AT DRIVEWAYS & OTHER AREAS	6"

TABLE OF SIDEWALK WIDTHS - "W"	
SINGLE-FAMILY AREAS	4' *
MULTI-FAMILY AREAS	5'
OTHER AREAS AS SPECIFIED BY THE LAND DEVELOPMENT REGULATIONS.	

* MINIMUM.

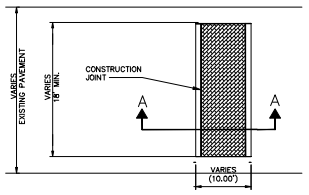
TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
"A"	P.C. AND P.T. OF CURVES, JUNCTION OF EXISTING & NEW SIDEWALKS & EVERY 30'.
"B"	5'-0" CENTER TO CENTER ON SIDEWALKS SCORED DURING PLACEMENT OR SAWCUT WITHIN 24 HOURS OF PLACEMENT
"A"	WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS, AND SIMILAR STRUCTURES

BOYNTON BEACH ENGINEERING STANDARD DETAIL

SIDEWALK CONSTRUCTION DETAIL

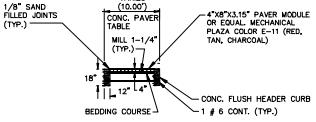
EFF. DATE 02/20

DETAIL NO. P-15



PLAN VIEW

SCALE : 1" = 10'



SECTION 'A-A'

SCALE HOR.: 1" = 10'
SCALE VER.: 1" = 5'

PAVER MODULE

SITE PLAN DETAILS

REVISIONS	BY
07-27-2026 CITY OF BOYNTON BEACH COMMENTS	1
09-29-2026 PER STAKEHOLDER COORDINATION	2

LANGAN

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FBPE Register No. 00006466 | LB 8119

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

Project No. 342044901

DRAWN BY
CHECKED
AR
DATE
26 AUGUST 2026
SCALE
AS NOTED
JOB No.
342044901
SHEET
D-2

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SITE DEMOLITION SPECIFICATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Demolition of structures, paving, and utilities.
2. Patching and filling voids created as a result of removals or demolition.

1.2 REGULATORY REQUIREMENTS

A. Compliance with all laws, including Safety Laws, Environmental Laws, Stormwater Laws and Worker Verification Laws as well as requirements found within the Contract Documents and these Specifications, that pertain to Safety Compliance, Environmental Compliance, Stormwater Compliance and Worker Verification Compliance. Obtain required permits and licenses from appropriate authorities. Pay associated fees including disposal charges.
B. Notify affected utility companies before starting work and comply with their requirements.
C. Do not close or obstruct public or private roadways, sidewalks, or fire hydrants without appropriate permits or written authorization.
D. If hazardous, contaminated materials or other environmental related conditions are discovered, stop work immediately and notify the Wal-Mart Construction Manager for action to be taken. Do not resume work until specifically authorized by the Construction Manager.

1.3 PROJECT CONDITIONS

A. Conditions existing at time of inspection for bidding purposes will be maintained by Owner as reasonably practical.
B. Unless otherwise indicated in Contract Documents or specified by the Owner, items of salvageable value to Contractor shall be removed from site and structures. Storage or sale of removed items on site will not be permitted and shall not interfere with other work specified.

PART 2 - PRODUCTS

2.1 FILL MATERIALS

A. Fill material shall be aggregate fill materials consisting of stone, gravel, or sand free from debris, trash, frozen materials, roots, and other organic matter.

2.2 CONCRETE

A. Mix concrete and deliver in accordance with ASTM C 94.
B. Design mix to produce normal weight concrete consisting of Portland cement, aggregate, water_reducing admixture, air_entraining admixture, and water to produce following:
1. Compressive Strength: 3,500 psi, minimum at 28 days, unless otherwise indicated on the Drawings.
2. Slump Range: 1 to 3-inches at time of placement
3. Air Entrainment: 5 to 8 percent

PART 3 - EXECUTION

3.1 PREPARATION

A. Provide, erect, and maintain erosion control devices, temporary barriers, and security devices at locations indicated on Construction Drawings. Provide a comprehensive construction phasing plan for this work to the store manager 7 days prior to starting any work. It is to provide for dates, times and duration of lane closures, temporary vehicle and pedestrian traffic control.
B. Protect existing landscaping materials, appurtenances, and structures, which are not to be demolished. Repair damage to existing items to remain caused by demolition operations.
C. Prevent movement or settlement of adjacent structures. Provide bracing and shoring as necessary.
D. Mark location of utilities. Protect and maintain in safe and operable condition utilities that are to remain. Prevent interruption of existing utility service to occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities as acceptable to governing authorities and Owner.
E. For work on operating Walmart sites, prior to any underground excavation, contractor is expected to obtain current and representative underground utility plans from Walmart for private utilities that are not located by others. This is specifically intended to provide approximate locations for Walmart private utilities including water, sewer, electrical, telephone and data services.
F. Notify adjacent property owners of work that may affect their property, potential noise, utility outages, or other disruptions. Obtain written permission from adjacent property owners when demolition equipment will traverse, infringe upon, or limit access to their property. Coordinate notice with Owner.

3.2 GENERAL DEMOLITION REQUIREMENTS

A. Conduct demolition to minimize interference with adjacent structures or pavements to remain.
B. Cease operations immediately if adjacent structures appear to be in danger. Notify authority having jurisdiction. Do not resume operations until directed by authority.
C. Conduct operations with minimum of interference to public or private access. Maintain ingress and egress at all times other than in specific areas where work is in progress.
D. Sprinkle work with water to minimize dust. Provide hoses and water connections for this purpose.
E. Comply with governing regulations pertaining to environmental protection.
F. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to condition existing prior to start of work.

3.3 DEMOLITION

A. Demolish site improvements designated to be removed as shown on the drawings. Site improvements shall include but not be limited to structures, foundations, pavements, curbs and gutters, drainage structures, utilities, signage or landscaping.
B. Disconnect and cap or remove utilities to be abandoned as shown on the drawings.
C. Fill or remove piping and appurtenances as shown.
D. Demolish concrete and masonry in small sections. Break up concrete slabs_on_grade that are 2-feet or more below proposed subgrade to permit moisture drainage. Remove slabs-on-grade and below grade construction within 2-feet of proposed subgrade.

3.4 PATCHING

A. Where improvements are removed from paved areas, pavements shall be sawcut in straight lines at the perimeter and patched. Damaged pavement adjacent to removed improvements shall also be removed and patched.
B. Pavement patches shall be paved with minimum 6" concrete, broom finished and flush with adjacent grades.

3.5 FILLING VOIDS

A. Completely fill below grade areas and voids resulting from demolition or removal of structures, etc., using aggregate fill materials consisting of stone, gravel, or sand free from debris, trash, frozen materials, roots, and other organic matter.
B. Areas to be filled shall be free of standing water, frost, frozen or unsuitable material, trash, and debris prior to fill placement.
C. Place fill materials in lifts not to exceed 6 inches loose measure and compacted to 95 percent of maximum laboratory density per ASTM D698 with moisture content of not less than 1 percent below and not more than 3 percent above optimum moisture content.
D. Grade surface to match adjacent grades and to provide flow of surface drainage after fill placement and compaction.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove from site debris, rubbish, and other materials resulting from demolition operations. Leave areas of work in clean condition.
B. No burning of any material, debris, or trash on_site or off_site will be allowed.
C. Transport materials removed from demolished structures with appropriate vehicles and dispose off-site to areas that are approved for disposal by governing authorities and appropriate property owners.

END OF SECTION

PAVEMENT MARKINGS SPECIFICATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Painting and marking of pavements, curbs, and guard posts (bollards)..

1.2 REFERENCES

A. The publications listed below form a part of this specification to the extent referenced. Publications are referenced within the text by the basic designation only.
B. American Association of State Highway and Transportation (AASHTO):
1. AASHTO M247 - Glass Beads Used in Traffic Paints
2. AASHTO M248 - Ready-Mixed White and Yellow Traffic Paints
C. Master Painter's Institute (MPI):
1. MPI 32 - Traffic Marking Paint, Solvent Based.
2. MPI 97 - Traffic Marking Paint, Latex.
D. ASTM International (ASTM):
1. ASTM D4414 - Standard Practice for Measurement of Wet Film Thickness by Notched Gauges.
E. Federal Specifications (FS):
1. FS A-A-2886 - Paint, Traffic, Solvent Based (supersedes FS TT-P-85 and FS TT-P-115, Type I)
2. FS TT-B-1325 - Beads (Glass Spheres) Retro-Reflective
3. FS TT-P-1952 - Paint, Traffic And Airfield Marking, Waterborne

1.3 PROJECT CONDITIONS

A. Maintain access for vehicular and pedestrian traffic as required for other construction activities. Utilize flagmen, barricades, warning signs, and warning lights as required.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Paint shall be waterborne or solvent borne, colors as shown or specified herein. Pavement marking paints shall comply with applicable state and local laws enacted to ensure compliance with Federal Clean Air Standards. Paint materials shall conform to the restrictions of the local Air Pollution Control District.
B. Waterborne Paint: Paints shall conform to FS TT-P-1952 and have MPI 97 approval.
C. Solvent Borne Paint: Paint shall conform to FS A-A-2886 or AASHTO M248 and have MPI 32 approval. Paint shall be non_bleeding, quick_drying, and alkyd petroleum base paint suitable for traffic_bearing surface and be mixed in accordance with manufacturer's instructions before application for colors White, Yellow, Blue, and Red.
D. Glass Beads: AASHTO M 247, Type I or FS TT-B-1325, Type I, Gradation A.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine the work area and correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

3.2 PREPARATION

A. Sweep and clean surface to eliminate loose material and dust.
B. Where existing pavement markings are indicated on Construction Drawings to be removed or would interfere with adhesion of new paint, a motorized abrasive device or soda blasting shall be used to remove the markings. Equipment employed shall not damage existing paving or create surfaces hazardous to vehicle or pedestrian traffic.

3.3 CLEANING EXISTING PAVEMENT MARKINGS

A. Remove existing pavement markings which are in good condition but interfere or conflict with the newly applied marking patterns and as noted on plans. Deteriorated or obscured markings that are not misleading or confusing or do not interfere with the adhesion of the new marking material do not require removal. Conduct grinding, soda blasting or other operations in such a manner that the finished pavement surface is not damaged or left in a pattern that is misleading or confusing. Use dust collection system when removing existing pavement markings. Comply with the requirements of Section 01351 Regulatory Compliance Supplement for management and disposal of hazardous wastes.

3.4 APPLICATION

A. Apply two coats of same color of paint as specified below, at manufacturer's recommended rate, without addition of thinner, with maximum of 100 square feet per gallon or as required to provide a minimum wet film thickness of 15 mils and dry film thickness of 7 ½ mils per coat. Paint shall be applied for a total dry film thickness of 15 mils. Apply with mechanical equipment to produce uniform straight edges. At sidewalk curbs and crosswalks, use straightedge to ensure uniform, clean, and straight stripe.
B. Install pavement markings according to manufacturer's recommended procedures for the specified material.
C. Following items shall be painted with colors noted below:
1.
2. Exterior Sidewalk Curbs and Guard posts: Yellow
3. Exterior Light Pole Bases: Yellow (unless otherwise noted on Construction Detail).
4. Fire Lanes: Red or per local code.
5. Lane Striping where separating traffic moving in opposite directions: Yellow.
6. Lane Striping where separating traffic moving in the same direction: White.
7. ADA Symbols: Blue or per local code.
8. ADA parking space markings as shown on the drawings.
9. Parking Stall Striping: Yellow, unless otherwise noted on Construction Drawings.
10. Associate Parking Area: White, unless otherwise noted on Construction Drawings.
D. Apply glass beads at pedestrian crosswalk striping and at lane striping and arrows at driveways connecting to public streets. Broadcast glass beads uniformly into wet markings at a rate of 6 lb/gal.

3.5 FIELD QUALITY CONTROL

A. Field quality control shall be the responsibility of the Contractor. Field quality control testing and inspection shall be at the discretion of the Contractor as necessary to assure compliance with Contract requirements.

3.6 CLEANING

A. Waste materials shall be removed at the end of each workday. Upon completion of the work, all containers and debris shall be removed from the site. Paint spots upon adjacent surfaces shall be carefully removed by approved procedures that will not damage the surfaces and the entire job left clean and acceptable.

END OF SECTION

TRAFFIC SIGNS AND SIGNALS SPECIFICATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Traffic control signs.
B. Related Requirements:
1. Section 09900 - Painting. Painting for painted posts where shown on the Drawings.

1.2 REFERENCES

A. The publications listed below form a part of this specification to the extent referenced. Publications are referenced within the text by the basic designation only.
B. ASTM International (ASTM):
1. ASTM A53 - Pipe, Steel, Black and Hot_Dipped, Zinc_Coated Welded and Seamless.
2. ASTM C94 - Ready Mix Concrete
3. ASTM D4956 - Retroreflective Sheeting for Traffic Control.
C. US Department of Transportation, Federal Highway Administration:
1. Manual on Uniform Traffic Control Devices (MUTCD).

PART 2 - PRODUCTS

2.1 SIGNS

A. Conform to US Department of Transportation MUTCD. Sign classification, type, size, and color shall be as shown on the drawings
B. Retroreflectivity: Microprismatic type, diamond grade reflective sheeting conforming to ASTM D 4956, Type XI.

2.2 POSTS

A. Square Post: Square tubular steel sign post, galvanized, 12 ga, perforated full-length with 7/16 inch holes on four sides. Post size shall be as shown on the Drawings.
B. Steel Pipe: ASTM A 53, Type E (electric-resistance welded) or Type S (seamless), Grade B, Schedule 40, size as shown on the Drawings.

2.3 CONCRETE

A. Mix concrete and deliver in accordance with ASTM C 94.
B. Design mix to produce normal weight concrete consisting of Portland cement, aggregate, water_reducing admixture, air_entraining admixture, and water to produce following:
1. Compressive Strength: 3,500 psi, minimum at 28 days, unless otherwise indicated on the Drawings.
2. Slump Range: 1 to 3-inches at time of placement
3. Air Entrainment: 5 to 8 percent

PART 3 - EXECUTION

3.1 PREPARATION

A. Field verify underground utilities prior to sign installation. Primary utilities of concern of shallow depths are lawn sprinkler systems, electric, telephone, fiber optic, cable and gas.

3.2 INSTALLATION

A. Install signs as shown on the Drawings and in accordance with MUTCD and manufacturer's instructions.
B. Install signs of the type and at locations shown on the Drawings.
C. Install posts of the type as shown on the drawing.
D. Where shown as painted, field paint steel pipe posts in accordance with Section 09900.

END OF SECTION

SEAL COAT SHALL BE APPLIED WHERE EXISTING MARKINGS ARE REMOVED.

SMALL PROJECT SEAL COAT SPECIFICATION:

IN GENERAL:

- CRACK FILLING AND OIL SPOT TREATMENTS ARE NOT REQUIRED PRIOR TO SEAL COAT. OTHER THAN THESE EXCEPTIONS, PREPARE AND CLEAN AREA TO BE SEAL COATED CONSISTENT WITH MANUFACTURER'S INSTRUCTIONS AND SPECIFICATION.

APPROVED MATERIALS:

1) STAR PRODUCTS
- MICRO-PAVE PRO-BLEND WITH ADDED SAND
- SINGLE COAT

2) SEAL MASTER
- POLYMER MODIFIED MASTERSEAL WITH ADDED SAND
- SINGLE COAT

3) GEM SEAL BLACK DIAMOND XL
- WITH ADDED SAND
- SINGLE COAT

MATERIALS IDENTIFIED IN SPECIFICATION SECTION 02787 CAN BE USED. COAL TAR BASED SEAL COAT MATERIALS IN ANY FORM ARE PROHIBITED.

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED
READY FOR DECISION
Planning & Zoning Division
November 12, 2026
CITY OF BOYNTON BEACH
Project #: 2025.09.5739
APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

DEVELOPER/OWNER:
WALMART INC.
c/o WALMART PROPERTY TAX DEPARTMENT
PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC

SITE PLAN NOTES

REVISIONS	BY
07/24/2026 CITY OF BOYNTON BEACH COMMENTS	1

LANGAN
Langan Engineering and Environmental Services, LLC.
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Orlando, FL 32827
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FBPE Register No. 00000413 | AA13126 | AB1918

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

Project No. 342044901

DRAWN BH
CHECKED AR
DATE 26 AUGUST 2026
SCALE AS NOTED
JOB No. 342044901
SHEET D-3

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Date: 10/6/2026 Time: 12:56 User: mfanchess Style Table: Langan.stb Layout: D-3 Document Code: 342044901-0503-C500-C510

SEAL COAT SPECIFICATION
PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Seal coats using a polymer-modified asphalt emulsion blended with fine aggregate.
B. Related Requirements:
1. Site Demolition Specification
2. Pavement Markings Specification
3. Traffic Signs and Signals Specification

1.2 REFERENCES

A. The publications listed below form a part of this specification to the extent referenced. Publications are referenced within the text by the basic designation only.
B. ASTM International (ASTM)

1. ASTM C 136 - Method of Sieve Analysis of Fine and Coarse Aggregate
2. ASTM D 217 - Method for Cone Penetration of Lubricating Grease
3. ASTM D 244 - Test Methods for Emulsified Asphalts
4. ASTM D 562 - Method for Consistency of Paints Measuring Krebs Unit (KU) Viscosity Using a Stormer-Type Viscometer
5. ASTM D 977 - Emulsified Asphalt
6. ASTM D 2397 - Cationic Emulsified Asphalt
7. ASTM D 2042 - Method for solubility of Asphalt Materials in Trichloroethylene
8. ASTM D 3910 - Practice for Design, Testing, and Construction of Slurry Seal
9. ASTM D 6690 - Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

1.3 ADMINISTRATIVE REQUIREMENTS

A. Pre_installation Meeting: Convene a pre_installation meeting at the site at least two weeks prior to commencing work of this Section. Require attendance of parties directly affecting work of this Section, including, but not limited to, the store manager, Contractor, and job foreman.
1. Contact Wal_Mart Construction Manager three weeks prior to prc_installation conference to confirm schedule.
2. Record discussions of meeting and decisions, agreements reached, and furnish copy of record to each party attending. Review foreseeable methods and procedures related to paving work, including the following:
a. Review preparation and installation procedures and coordinating and scheduling required with related work (including all required striping).
b. Review proposed sources of materials.
c. Tour, inspect, and discuss condition of existing pavement and other preparatory work such as patching and crack sealing. If crack sealing is needed (reference section 2.4.C below) or other areas of pavement distress are noted during tour, submit appropriate RFI to project team for review.
d. Review requirements for protecting paving work, including restriction and redirection of traffic during installation and curing period.
e. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment, traffic control devices, and facilities needed to make progress and avoid delays.
f. Review paving requirements (drawings, specifications, and other contract documents).
g. Review weather and forecasted weather conditions, and procedures for coping with unfavorable conditions.
h. Review health and safety precautions relating to handling and placement of seal coat.

1.4 QUALITY ASSURANCE

A. Contractor Qualifications: The seal coat applicator shall have not less than 3 years documented experience in the application of emulsion seal coats.

1.5 SITE CONDITIONS

A. Weather Limitations: Apply seal coat only under the following weather conditions:
1. The atmospheric temperature is between 50 and 90 F and is expected to remain above 50 F for 24 hours.
2. Pavement temperature is above 55 F.
3. Surface is dry and no moisture is expected within 24 hours.
4. Weather and wind conditions are such that overspray is preventable and will allow proper curing and opening to traffic within a reasonable time.
B. Maintain access for vehicular and pedestrian traffic as required by the Wal-Mart Store and Construction Manager. Utilize temporary striping, flagmen, barricades, warning signs, and warning lights as required.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Aggregate: Aggregate shall be 100 percent passing the No. 16 (1.18 mm) sieve when tested in accordance with ASTM C 136. Aggregate shall consist of hard, washed, dry natural or manufactured particles free of dust, trash, clay, organic materials or other contaminants.
B. Asphalt Emulsion: Comply with ASTM D977 or ASTM D2397 for SS-1h or CSS-1h. The penetration of the residue from the distillation test shall be 20 to 60. Clay stabilized emulsion, with a ph not greater than 7.0, and solids content not less than 45 percent may be used. The polymer material shall be milled or blended into the asphalt or emulsifier solution prior to the emulsification process. The minimum amount and type of polymer modifier shall be determined by the laboratory performing the mix design.
C. Coal Tar: Coal tar emulsion or coal tar/asphalt emulsion shall not be used as a substitute for asphalt emulsion.
D. Water: Water shall be potable and free of harmful soluble salts or reactive chemicals and any other contaminants and at least 50 F.
E. Additives: Additives shall be included and approved as part of the mix design and be compatible with the other components of the mix.
F. Crack Sealant: Crack sealant shall conform to ASTM D6690, Type II or higher and compatible with the specified seal coat emulsion.

2.2 COMPOSITION

A. Composition. Seal coat shall consist of a mixture of the specified emulsion, water, aggregate, and additives and be proportioned to meet the requirements shown in the following Table 1.

TABLE 1 - Undiluted Seal Coat Design Properties

Method	Minimum	Maximum
Weight (per gallon), ASTM D 244, lbs	9.0	
Cone Penetration, ASTM D 217, mm	340	700
% Non-Volatile[1]	50	
% Non-Volatile Residue Soluble in Trichloroethylene, ASTM D 2042	10	35
Wet Track Abrasion Loss, ASTM D 3910, g		35
Viscosity, ASTM D 562, KU	75	
Dried Film Color	Black	

[1]Weigh 10 g of homogeneous product into a previously tared, small ointment can. Place in an oven at 325°F for 90 minutes. Cool, reweigh and calculate non-volatile residue as a percent of the original mass.

2.3 EQUIPMENT

A. Distributors. Distributors or spray units used for the spray application of the seal coat shall be self-propelled and capable of uniformly applying 0.10 to 0.30 gallons per square yard of material over the required width of application. Distributors shall be equipped with tachometers, pressure gauges, and volume measuring devices. The mix tank shall have a mechanically powered, full sweep, mixer with sufficient power to move and homogeneously mix the entire contents of the tank.
B. Spray Nozzles. Nozzles shall be free from clogs and debris and set at the same angle.
C. Mixing Equipment. The mixing machine shall have a continuous flow mixing unit capable of accurately delivering a predetermined proportion of aggregate, water, and emulsion, and of discharging the thoroughly mixed product on a continuous basis. The mixing unit shall be capable of thoroughly blending all ingredients together and discharging the material without segregation.
D. Spreading Equipment. Spreading equipment shall be a mechanical type squeegee/brush distributor attached to the mixing machine, equipped with flexible material in contact with the surface to prevent loss of slurry from the spreader box. It shall be maintained to prevent loss of slurry on varying grades and adjusted to assure uniform spread. There shall be a lateral control device and a flexible strike off capable of being adjusted to lay the slurry at the specified rate of application. The spreader box shall have an adjustable width. The box shall be kept clean. Emulsion and aggregate build up on the box shall not be permitted.
E. Clean equipment with a petroleum solvent if previously used with a different material.
F. Hand Squeegee or Brush Application. Hand spreading application shall be used only in places not accessible to the mechanized equipment or to accommodate neat trim work at curbs, etc. Material that is applied by hand shall meet the same standards as that applied by machine.
G. Calibration. Spreading equipment shall be provided with a method of calibration by the manufacturer. Equipment shall be calibrated to assure that it will produce and apply a mix that conforms to the job mix formula. Calibrations shall be made with the approved job materials prior to application of the seal coat.

2.4 PREPARATION

A. Remove all existing striping in areas subject to seal coating as noted in plans. Reference applicable specification section in Site Demolition.
B. Remediate distressed areas of existing pavement by saw-cutting and removing existing pavement, regrading and compacting the underlying base course and replacing with full depth asphalt at locations and as shown on the drawings.
1. Repairs not specifically shown on the plans but considered necessary by the contractor, store manager or construction manager (CM) shall be identified and submitted as an RFI to the project team prior to commencement of repairs.
2. Repairs submitted by RFI and approved shall be performed as directed by the CEC. Cost for such work directed and performed will be paid for in accordance with the "Changes in the Work" Clause of the General Conditions.
C. Longitudinal and traverse cracks in excess of 0.25 inch, but less than 1 inch shall be sealed with a crack sealant. Cracks that contain weed or other live vegetable matter shall be treated with a locally approved, non-oil based sterilant prior to applying the crack filler.
D. Existing crack sealants in the parking lot shall be evaluated for compatibility with the specified emulsion. If not compatible with each other they can't be used together. Immediately prior to applying the seal coat, the surface shall be cleared of all loose material, dirt, dust, grease, oil, vegetation and other objectionable material. If water is used, cracks shall be allowed to dry thoroughly before applying the seal coat.
E. Protect existing manholes, inlets, vaults, valve boxes, meter boxes, etc. as necessary to maintain free accessibility upon completion of seal coat application. Surfaces adjacent to seal coat application areas such as sidewalks, curb and/or gutter, storefronts, etc. shall be protected by use of felt paper anchored with clean aggregate, or by shielding components with plywood during application.
F. Coordinate limits of seal coat application operations with Owner's Construction Manager and Store Manager to avoid interruption to store operations. Protect adjacent areas of the parking lot outside of current seal coat application limits to avoid tracking onto adjacent areas. Partition off limits of current seal coat operations until surface is traffic ready.
G. Coordinate with Store Manager to deactivate lawn sprinkler systems least 48 hours prior to placing the seal coat and remain off for at least 24 hours after the seal coat application.

2.5 APPLICATION

A. Apply seal coat at a total rate (undiluted) of 0.17gal./SY.
B. Dampen pavement with a fog spray of water if ambient temperatures exceed 80°F. No standing water shall remain on the surface.
C. Apply the coat uniformly in a manner such that the combined application of the coat equals the total rate specified above.
D. Suspend application when the distribution tank has less than 100 gallons left and refill to prevent irregular patterns or misses.
E. The coat shall be allowed to dry and cure initially a minimum of 2-4 hours before applying any markings. The initial drying shall allow evaporation of water of the applied mixture, resulting in the coating being able to sustain light foot traffic. The initial curing shall enable the mixture to withstand vehicle traffic without damage to the seal coat.
F. The finished surface shall present a uniform texture with no streaks.
G. The single coat shall be allowed to dry a minimum of eight hours in dry daylight conditions before opening to traffic, and initially cure enough to support vehicular traffic without damage to the seal coat.
H. Where marginal weather conditions exist during the eight hour drying time, additional drying time shall be allowed. The length of time shall be as specified by the supplier. The surface shall be checked after the additional drying time for trafficability before opening the section to vehicle traffic.

END OF SECTION

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED
READY FOR DECISION
Planning & Zoning Division
November 12, 2026
CITY OF BOYNTON BEACH
Project #: 2025.09.5739
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DEVELOPER/OWNER:
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PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC

SITE PLAN NOTES

Date: 10/6/2026 Time: 12:56 User: mfleschera Style Table: Langan.stb Layout: D-4 Document Code: 342044901-0900-C500-v3101

REVISIONS | BY

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FBPE Register No. 00000610 | LB 6118

Project No. 342044901

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

Walmart

DRAWN BH
CHECKED AR
DATE 26 AUGUST 2026
SCALE AS NOTED
JOB No. 342044901
SHEET D-4

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APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

READY FOR DECISION

Planning & Zoning Division

November 12, 2026

Project #: 2025.09.5739

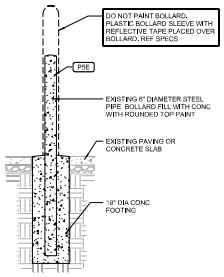
APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

KEYNOTES	
2,23	INSTALL NEW GRAY PLASTIC SLATS
3,01	CONCRETE STOOP, REF STRUC
5,01	DECORATIVE BOLLARD
5,02	PAINTED 6" PIPE BOLLARD
5,32	32" CORE DRILLED UNO GALVANIZED STEEL BOLLARD 4" OD
6,60	INSTALL BLUE BOLLARD COVERS AT BOLLARDS ADJACENT TO TRUCK WELL DOCK, REF SPEC FOR HEIGHT AND FINISH OF SLEEVE.

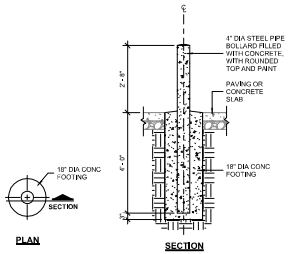
SITE SHEET NOTES
1. PREP AND PAINT ALL EXTERIOR LIGHT POLE BASES AND ALL BOLLARDS PSF, UNLESS NOTED ETR OR NEW DECORATIVE BOLLARDS ADDED.
2. POWER WASH SIDEWALK AT FRONT OF BULDING, AUTO CARE CENTER, AND ONLINE PICKUP DELIVERY
3. NOT USED.
4. CONCRETE SIDEWALKS ADJACENT TO THE STORE NOT TO EXCEED 2% CROSS SLOPE.

THE SITE SHEET NOTE #1 HAS BEEN REVISED DURING PR#3

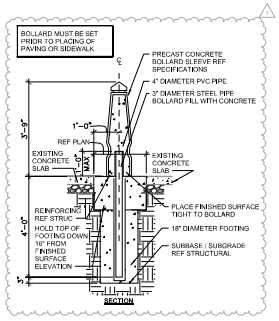
THE FOLLOWING WAS REVISED IN THE KEYNOTES LEGEND DURING PR#3:
- 5,01 - DECORATIVE BOLLARD



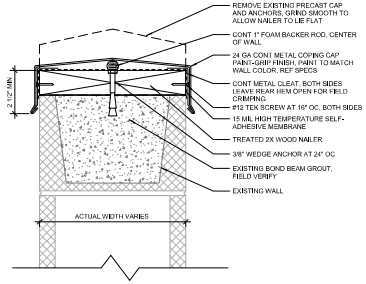
10 BOLLARD LOCATION
1/2" = 1'-0"



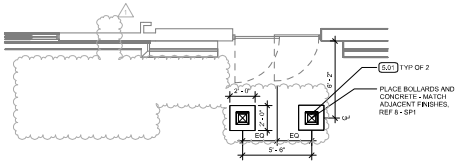
9 BOLLARD DETAIL
1/2" = 1'-0"



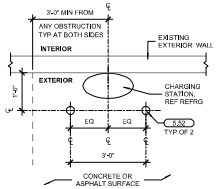
8 BOLLARD DETAIL
1/2" = 1'-0"



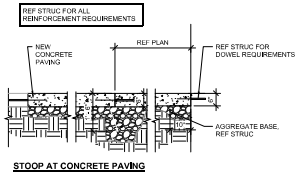
7 SCREEN WALL CAP
3" = 1'-0"



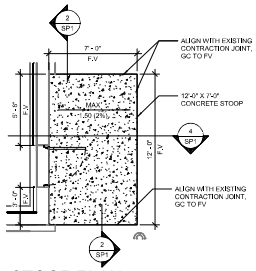
6 LIQUOR BOX ENTRY PLAN
1/4" = 1'-0"



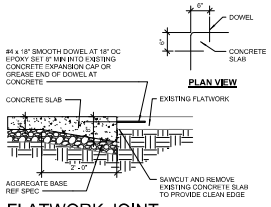
5 REFRIGERATION CHARGING STATION PLAN
1/2" = 1'-0"



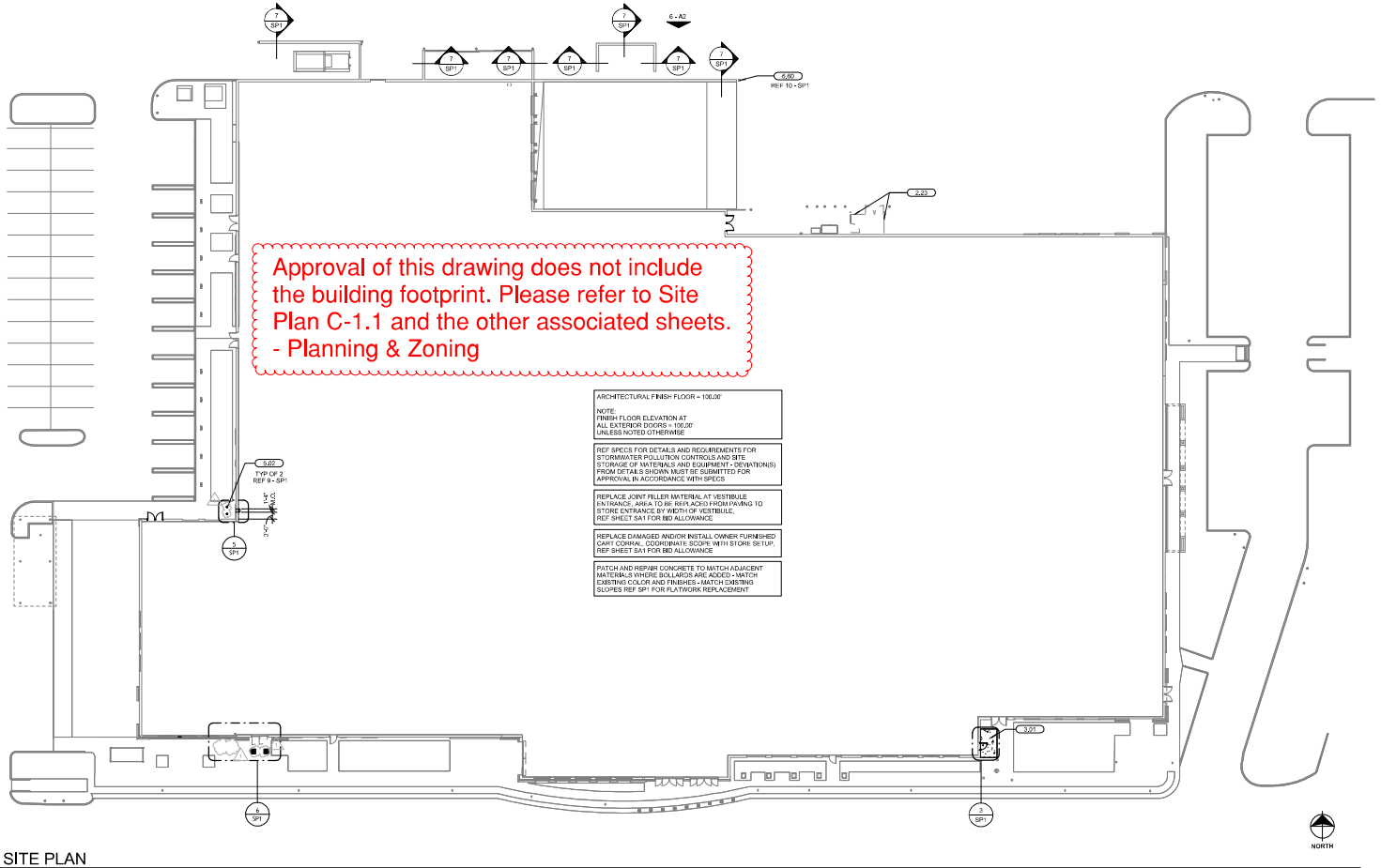
4 STOOP
1/2" = 1'-0"



3 STOOP PLAN
1/4" = 1'-0"



2 FLATWORK JOINT
3/4" = 1'-0"



Approval of this drawing does not include the building footprint. Please refer to Site Plan C-1.1 and the other associated sheets. - Planning & Zoning

ARCHITECTURAL FINISH FLOOR = 100.00'

NOTE:
FINISH FLOOR ELEVATION AT ALL EXTERIOR DOORS = 100.00' UNLESS NOTED OTHERWISE

REF SPECS FOR DETAILS AND REQUIREMENTS FOR STORMWATER POLLUTION CONTROLS AND SITE STORAGE OF MATERIALS AND EQUIPMENT - DEVIATION(S) FROM DETAILS SHOWN, MUST BE SUBMITTED FOR APPROVAL IN ACCORDANCE WITH SPECS

REPLACE JOINT FILLER MATERIAL AT VESTIBULE ENTRANCE, AREA TO BE REPLACED FROM PAVING TO STORE ENTRANCE BY WIDTH OF VESTIBULE, REF SHEET SA1 FOR BID ALLOWANCE

REPLACE DAMAGED AND/OR INSTALL OWNER FURNISHED CART CORRAL, COORDINATE SCOPE WITH STORE SETUP, REF SHEET SA1 FOR BID ALLOWANCE

PATCH AND REPAIR CONCRETE TO MATCH ADJACENT MATERIALS WHERE BOLLARDS ARE ADDED - MATCH EXISTING COLOR AND FINISHES - MATCH EXISTING SLOPES REF SP1 FOR FLATWORK REPLACEMENT

1 SITE PLAN
1" = 20'-0"

CUHACI PETERSON
2900 Midland Center Parkway
Suite 4200
Annual Rate, FL 32653
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STIPULATION FOR REUSE
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CONSULTANTS

Walmart
BOYNTON BEACH, FL
2625 S FEDERAL HWY
STORE NO 05911 - 2276
JOB NUMBER: 2030347 PROTO: 90

ISSUE BLOCK

1	PR#3	06/16/26

CHECKED BY:	AV/GG
DRAWN BY:	KS
PROTO CYCLE:	06/07/25
DOCUMENT DATE:	11/07/25

DANIEL J SLOTER
STATE OF FLORIDA
DANIEL JOSEPH SLOTER
AR 102245
REGISTERED ARCHITECT
10/06/26

SITE PLAN

SHEET: SP1

511

SITE PLAN



SITE SIGNAGE: EXISTING



MONUMENT SIGN #1 REF 15 - A2.1



MONUMENT SIGN #2 REF 14 - A2.1

SIGNAGE FOR REFERENCE ONLY

SIGNAGE WILL BE SUBMITTED UNDER SEPERATE PERMIT

HATCH LEGEND

- EIFS AREA TO BE RESURFACED (REF SPEC)
- EIFS AREA EXISTING TO REMAIN

RESURFACE THE FILL EXTENT OF EIFS PLANE WHERE INDICATED. THE CONTRACTOR IS TO MAINTAIN AN REVEALS OR JOINTS AFFECTED REFER SPECIFICATIONS.

DEMOLITION NOTES

1. REMOVAL OF BUILDING MOUNTED ITEMS, SHOWN OR NOTED TO BE DEMOLISHED OR AS REQUIRED BY SCOPE OF WORK SHALL OCCUR PRIOR TO PAINTING BUILDING.
   a. COORDINATE DEMOLITION WORK SO EXTERIOR PAINTING WILL OCCUR PRIOR TO INSTALLATION OF BUILDING MOUNTED ITEMS

ALL SITE ELEMENTS TO BE PAINTED P36E UNO. ALL HANDRAILS ON RIGHT, REAR AND LEFT ELEVATIONS TO BE PAINTED P5E UNO.

WRAP PAINT AROUND THE BACKSIDE OF ALL COLUMNS AND WALLS, ALL PROTRUDING ELEMENTS, PILASTERS, SIDES AND SOFFITS TYP AT ALL ELEVATIONS UNO.

KEEP ALL EXISTING WHITE ROLLUP DOORS AS ETR P140E WITH TOUCHUPS AS REQUIRED IN HIGH CUSTOMER AREAS.

COLOR LEGEND

	P#	COLOR NAME
	P5E	"SAFETY YELLOW"
	P21E	"SAFETY RED"
	P33E	"CREAM"
	P36E	"BLACK"
	P134E	"LIGHT GRAY"
	P135E	"MEDIUM GRAY"
	P140E	"WHITE"
	P216E	"TRUE BLUE"

SHEET NOTES

1. PATCH AND REPAIR EXTERIOR WALL SURFACES, DAMAGED OR EXPOSED DUE TO REMOVAL OF BUILDING MOUNTED ITEMS, TO MATCH ADJACENT AS REQ'D
2. REF DETAILS ON SHEET A2.1 FOR SUBSTRATE AND FINISH REQUIREMENTS AT LOCATIONS OF BUILDING MOUNTED SIGNS
3. NOT USED
4. NOT USED
5. PRIOR TO PAINTING WALL AT LOCATION(S) OF LIT EXTERIOR SIGN(S), COORDINATE SCOPE OF WORK WITH WALMART CM
6. IF PAINTING ADJACENT WALLS PAINT HOLLOW METAL STEEL DOORS, DOOR FRAMES, DOOR HOODS, DOWNSPOUTS, EXPOSED METAL FLASHING, HANDRAILS, AND EXPOSED MISCELLANEOUS STEEL TO MATCH PRIMARY ADJACENT BUILDING COLOR UNO
7. PAINT ANY ROOFTOP GAS PIPING
   a. WHERE EXTERIOR WALL IS BEING PAINTED, GAS PIPE ALONG SIDE WALL TO GRADE SHALL MATCH ADJACENT BUILDING
   b. DO NOT PAINT METER OR VALVES
8. IF PAINTING ADJACENT WALLS PAINT CANOPY STRUCTURAL STEEL AND FLASHING TO MATCH ADJACENT WALL, UNO
9. WHERE CANOPIES ARE VISIBLE TO AND ACCESSED BY CUSTOMERS, PAINT UNDERSIDE OF CANOPY DECK P33E. DO NOT PAINT CANOPY DECK IF NOT PREVIOUSLY PAINTED
10. PAINT ALL EXTERIOR ENTRY BOLLARDS TO MATCH EXISTING COLOR UNLESS NOTED ETR OR NEW DECORATIVE BOLLARDS ADDED
11. NOT USED
12. DO NOT PAINT LED WALL PACK HOUSINGS
13. NOT USED
14. NOT USED
15. NOT USED
16. NOT USED
17. PAINT JIB CRANE P36E ON JIB BOOM, P5E ON HANDRAILS
18. PAINT SPRINKLER VALVES P21E
    a. DO NOT PAINT OVER SIGHT GLASS OR FIRE ALARM BELL
19. REPLACE EXISTING NON-GRAY SLATS WITH GRAY SLATS

KEYNOTES

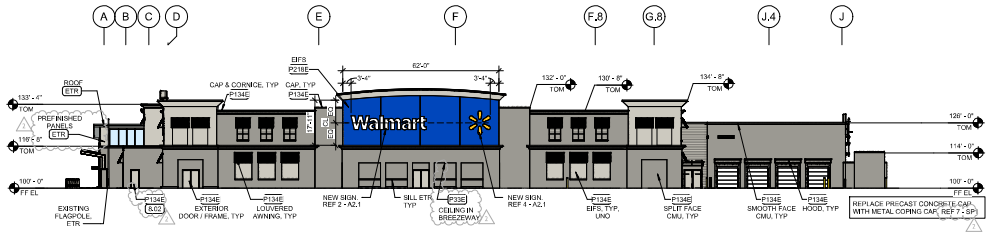
5.01	DECORATIVE BOLLARD
5.02	PAINTED 6" PIPE BOLLARD
5.60	INSTALL BLUE BOLLARD COVERS AT BOLLARDS ADJACENT TO TRUCK WELL DOCK, REF SPEC FOR HEIGHT AND FINISH OF SLEEVE.
6.01	SECTIONAL OVERHEAD DOOR TYP
6.02	HOLLOW METAL DOOR AND FRAME

THE FOLLOWING WAS REVISED IN THE KEYNOTES LEGEND DURING PR#3:
- 5.01 – DECORATIVE BOLLARD

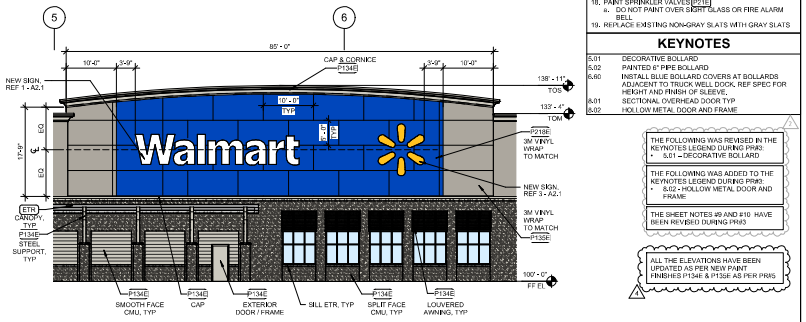
THE FOLLOWING WAS ADDED TO THE KEYNOTES LEGEND DURING PR#3:
- 6.02 - HOLLOW METAL DOOR AND FRAME

THE SHEET NOTES #9 AND #10 HAVE BEEN REVISED DURING PR#3

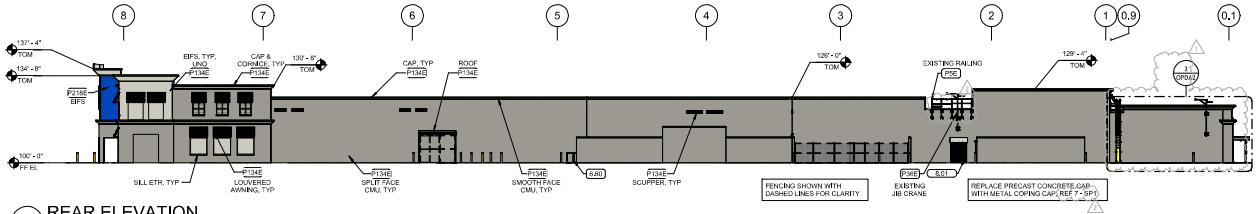
ALL THE ELEVATIONS HAVE BEEN UPDATED AS PER NEW PAINT FINISHES P134E & P135E AS PER PR#3.



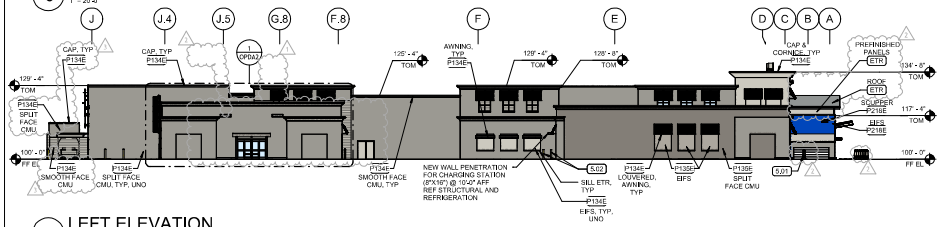
8 RIGHT ELEVATION
1" = 20'-0"



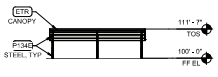
7 ENLARGED ELEVATION
1" = 10'-0"



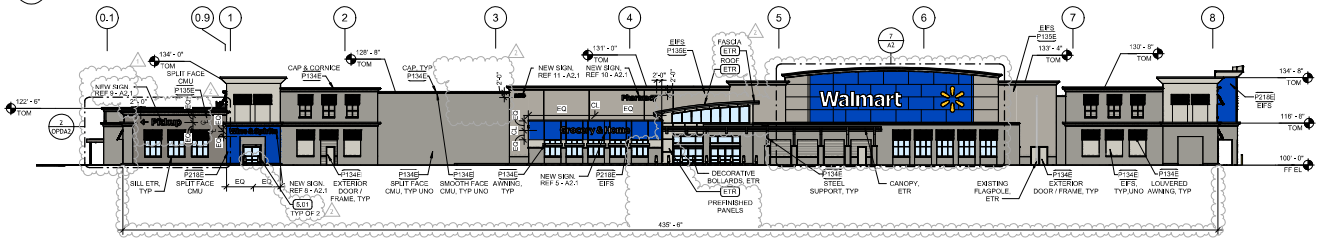
6 REAR ELEVATION
1" = 20'-0"



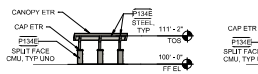
5 LEFT ELEVATION
1" = 20'-0"



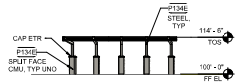
4 MOTORCYCLE SHELTER
1" = 20'-0"



3 FRONT ELEVATION
1" = 20'-0"



2 BUS SHELTER
1" = 20'-0"



1 ARBORS (TYP OF 2)
1" = 20'-0"

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READY FOR DECISION

Planning & Zoning Division

November 12, 2026

Project #: 2025.09.5739

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STIPULATION FOR REUSE

CONSULTANTS

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STORE NO. 05911 - 276
JOB NUMBER: 2025.03.01 PROTO

ISSUE BLOCK

1	PR#1	02/16/26
2	PR#3	05/16/26
3	PR#4	09/14/26
4	PR#5	10/06/26

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DOCUMENT DATE:	11/07/25

DANIEL J SUTER
STATE OF FLORIDA
DANIEL JOSEPH SUTER
AR100245
REGISTERED ARCHITECT
10/06/26

EXTERIOR ELEVATIONS

SHEET: A2

512

SIGNAGE FOR REFERENCE ONLY

SIGNAGE WILL BE SUBMITTED UNDER SEPERATE PERMIT

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READY FOR DECISION

Planning & Zoning Division

November 12, 2026

Project #: 2025.09.5739

TOWN OF BOYNTON BEACH

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EXISTING SIGNAGE SCHEDULE

SIGN	QTY	TYPE	LIGHTED	COLOR	SIZE	INDIVIDUAL AREA	TOTAL AREA
FRONT ELEVATION							
WALMART*	1	EXISTING	LED	WHITE/YELLOW	5'-8" / 8'-0"	299,04 SF	299,04 SF
BEER WINE SPIRITS	1	EXISTING	NO	WHITE	1'-0"	31,01 SF	31,01 SF
PICKUP	1	EXISTING	LED	WHITE/YELLOW	3'-7 1/8" / 2'-0"	45,46 SF	45,46 SF
ADDRESS 3625	4	EXISTING	NO	WHITE	1'-0"	0,00 SF	0,00 SF
FRONT ELEVATION	7						375,51 SF
RIGHT ELEVATION							
WALMART*	1	EXISTING	LED	WHITE/YELLOW	4'-6" / 6'-6"	198,26 SF	198,26 SF
RIGHT ELEVATION	1						198,26 SF
TOTAL BUILDING SIGNAGE	8						573,77 SF

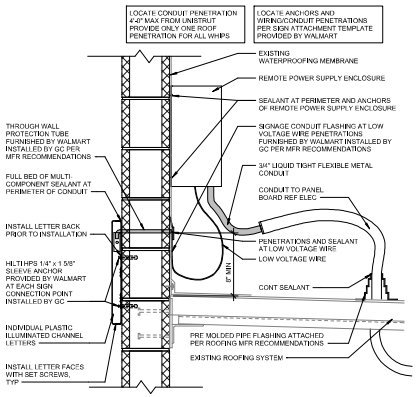
NEW SIGNAGE SCHEDULE

NOTE: THE SQUARE FOOTAGE IS NOT REQUIRED FOR THE SIGNAGE SHOWING 0,00 SF.

SIGNAGE	TYPE	HEIGHT	COLOR	ILLUMINATED	QTY	INDIVIDUAL RECT/CIRCLE	TOTAL RECTANG / CIRCLE AREA (SF)
FRONT ELEVATION							
WALMART	NEW	6' - 0"	WHITE	YES	1	200,12	200,12
SPARK	NEW	10' - 4"	YELLOW	YES	1	94,72	94,72
<PICKUP	NEW	2' - 6"	WHITE	YES	1	51,33	51,33
PHARMACY	NEW	2' - 0"	WHITE	NO	1	34,84	34,84
GROCERY & HOME	NEW	2' - 6"	WHITE	NO	1	86,37	86,37
WINE & SPIRITS	NEW	2' - 0"	WHITE	NO	1	48,69	48,69
ADDRESS 3625	NEW	1' - 0"	WHITE	NO	4	0,00	0,00
FRONT ELEVATION					10		516,07
RIGHT ELEVATION							
WALMART	NEW	5' - 6"	WHITE	YES	1	95,86	95,86
SPARK	NEW	9' - 3"	YELLOW	YES	1	24,38	24,38
RIGHT ELEVATION					2		247,74
TOTAL BUILDING SIGNAGE	12				12		763,81

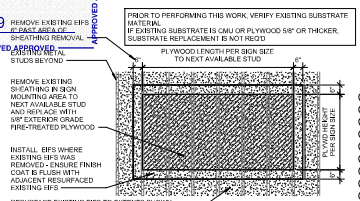
SIGNAGE GENERAL NOTES

1. SIGNAGE FURNISHED BY WALMART AND INSTALLED BY GC THROUGH OWNER ASSIGNED SIGN CONTRACTOR
2. ALL EXISTING WALMART EXTERIOR SIGNAGE IS TO REMAIN IN PLACE ON THE BUILDING UNTIL THE GC SIGN COMPANY IS ONSITE
   A. THE EXISTING SIGNAGE WILL THEN BE REMOVED, PATCH AND REPAIR WORK WILL BE COMPLETED AT SIGN LOCATIONS, AND SIGNAGE WILL BE INSTALLED PER PLANS
   B. A TEMPORARY BANNER WILL BE INSTALLED PRIOR TO REMOVAL OF EXISTING EXTERIOR SIGNAGE
      a. BANNER WILL REMAIN IN PLACE UNTIL ALL MODIFICATIONS AND/OR REPAIRS HAVE BEEN COMPLETED AND SIGNAGE IS INSTALLED
   C. TEMPORARY BANNER WILL BE APPROXIMATELY 125 SF (5'X25')
   D. EXTERIOR SIGN WORK NEEDS TO BE SCHEDULED, COORDINATED, AND COMPLETED DURING WEEK 6 OF THE CONSTRUCTION SCHEDULE
3. NOT USED
4. GC RESPONSIBILITIES
   A. BY END OF FIRST WEEK OF CONSTRUCTION, REVIEW EXISTING CONSTRUCTION WHERE SIGN(S) WILL BE INSTALLED
      a. IF EXISTING CONDITIONS DO NOT MATCH SIGN ATTACHMENT DETAILS SHOWN, REQUEST APPROVAL FROM CONSTRUCTION MANAGER TO SUBMIT RFI IN ACCORDANCE WITH SPECS
      b. NOTE DIFFERENCES IN CONSTRUCTION, INCLUDING DIMENSIONS, AND INCLUDE PHOTOGRAPHS FOR CLARIFICATION
   B. PROVIDE SUBSTRATE SUITABLE FOR INSTALLATION OF SIGNAGE, REFER TO SIGN DETAILS FOR LIGHTED &/LOGO SIGNS
   C. PROVIDE JUNCTION BOXES AND CIRCUITRY TO "Walmart", "spark" AND "<Pickup" SIGNAGE
      a. EXISTING (6) BOXES FROM "WALMART" SIGNAGE MAY BE REUSED
   D. NOT USED
   E. VERIFY VOLTAGE AT CIRCUITS FEEDING LIGHTED SIGNAGE, REF ELEC
   F. MAKE FINAL TERMINATIONS IN LIGHTED SIGNAGE
   G. REMOVE ALL LIT &/LOGO SIGNS AND UNLIT EXTERIOR STUD MOUNTED BUILDING SIGNS, UNLESS NOTED OTHERWISE
   H. MAKE REQUIRED EXTERIOR WALL PENETRATIONS, INSTALL CONDUIT, AND SEAL PENETRATIONS PER SPECS

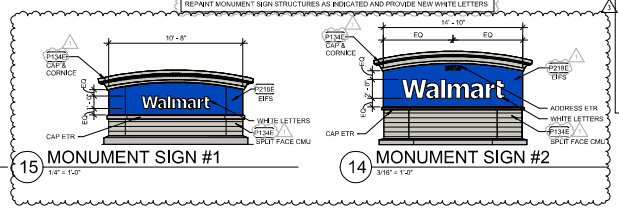


18 ATTACHMENT AT CMU ABOVE ROOF LINE
1 1/2" = 1'-0"

17 NOT USED
3/16" = 1'-0"

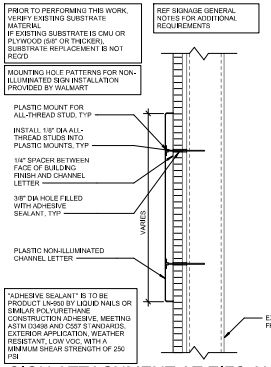


16 SUBSTRATE AT NEW SIGNAGE
3/8" = 1'-0"

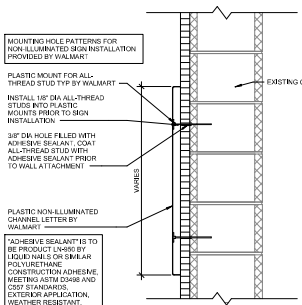


15 MONUMENT SIGN #1
1/4" = 1'-0"

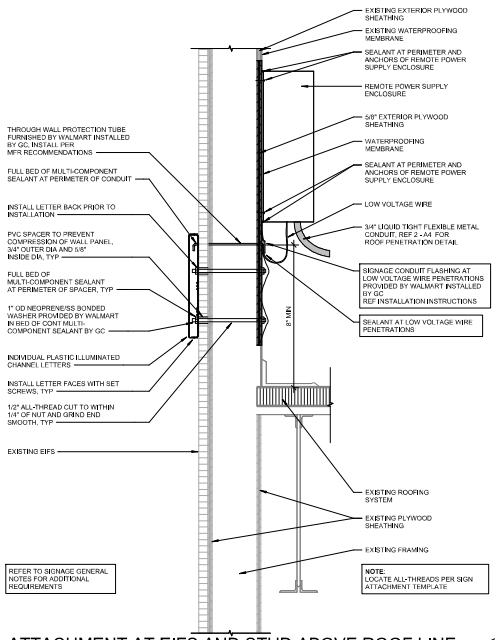
14 MONUMENT SIGN #2
3/16" = 1'-0"



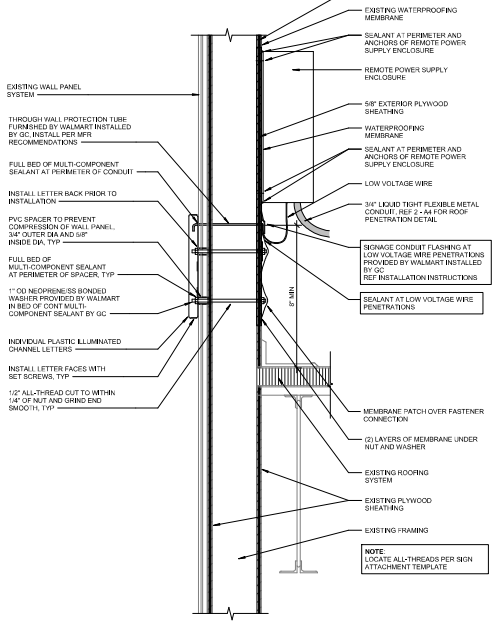
13 SIGN ATTACHMENT AT EIFS AND METAL STUD WALL
1 1/2" = 1'-0"



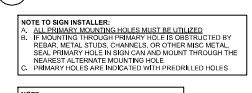
12 SIGN ATTACHMENT AT EIFS AND CMU WALL
1 1/2" = 1'-0"



7 ATTACHMENT AT EIFS AND STUD ABOVE ROOF LINE
1 1/2" = 1'-0"



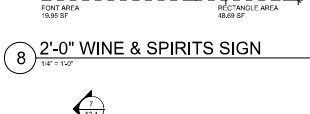
6 ATTACHMENT AT WALL PANEL ABOVE ROOF LINE
1 1/2" = 1'-0"



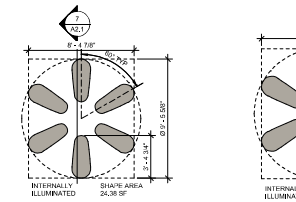
11 1'-0" ADDRESS SIGN
1/4" = 1'-0"

10 2'-0" PHARMACY SIGN
1/4" = 1'-0"





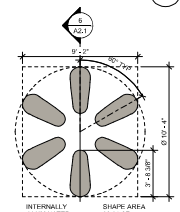
8 2'-0" WINE & SPIRITS SIGN
1/4" = 1'-0"



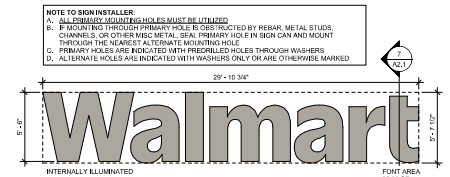
9 2'-6" PICKUP LEFT ARROW
1/4" = 1'-0"

5 2'-6" GROCERY & HOME
1/4" = 1'-0"

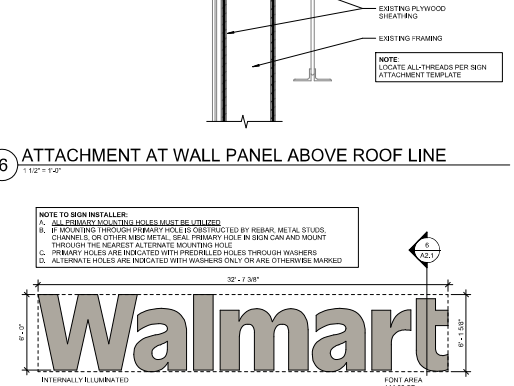
4 9'-6" SPARK
1/4" = 1'-0"



3 10'-4" SPARK
1/4" = 1'-0"



2 5'-6" WALMART SIGN
1/4" = 1'-0"



1 6'-0" WALMART SIGN
1/4" = 1'-0"

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2625 S. FEDERAL HWY
STORE NO: 05911 - 2276
JOB NUMBER: 25030347 | PROTO: 80

ISSUE BLOCK

1	PR#3	08/18/26
2	PR#4	08/14/26
3	PR#5	10/06/26

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DRAWN BY:	BS
PROTO CYCLE:	09/27/25
DOCUMENT DATE:	11/07/25

DANIEL J SUTER
STATE OF FLORIDA
DANIEL JOSEPH SUTER
AR100245
REGISTERED ARCHITECT
10/06/26

EXTERIOR SIGNAGE AND DETAILS

SHEET: A2.1

513

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Planning & Zoning Division

November 17, 2026

Project #: 2025.09.5739

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COLOR LEGEND		
	P#	COLOR NAME
	P5E	SAFETY YELLOW
	P36E	BLACK
	P49E	DARK GRAY
	P134E	LIGHT GRAY

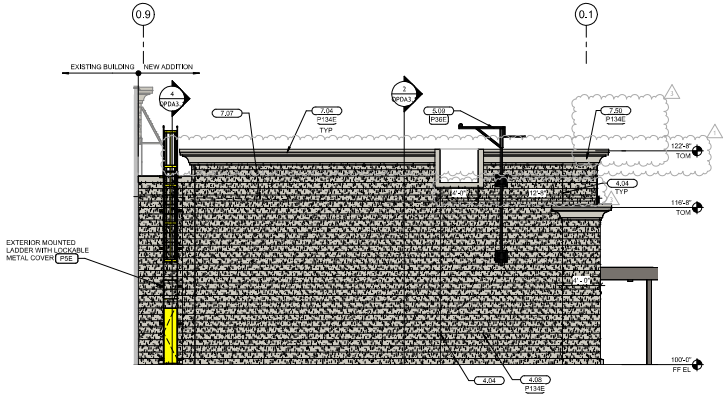
SHEET NOTES

1. NOT USED.
2. GUTTERS, DOWNSPOUTS, STEEL DOORS, FRAMES, EXPOSED METAL FLASHING, AND EXPOSED MISCELLANEOUS STEEL, SHALL MATCH ADJACENT BUILDING COLOR UNO.
3. NOT USED.

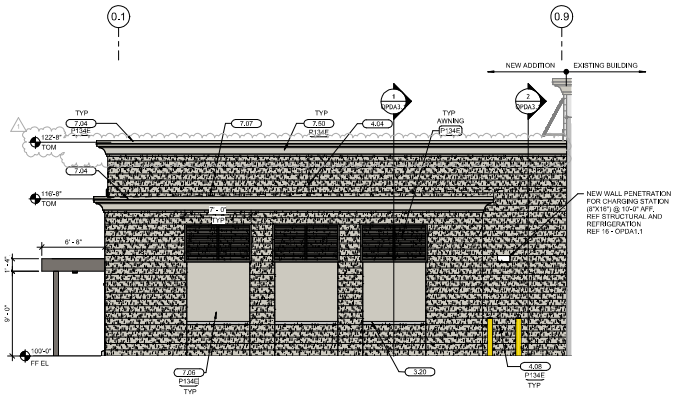
KEYNOTES

3.05	CONCRETE CURB, TYP
3.20	4" PRECAST CONCRETE CAP, UNPAINTED, U.N.O.
4.04	CONTROL JOINT, TYP, REF STRUCTURAL
4.08	SPLIT FACE CMU
5.09	JIB CRANE HOIST ARM
7.04	METAL FASCIA COVER
7.06	WATER DRAINAGE EXTERIOR INSULATION AND FINISH SYSTEM
7.07	ROOF LINE BEYOND
7.19	OVERFLOW SCUPPER
7.50	DFS CORNICE
8.09	AUTOMATIC SLIDING ENTRANCE DOORS

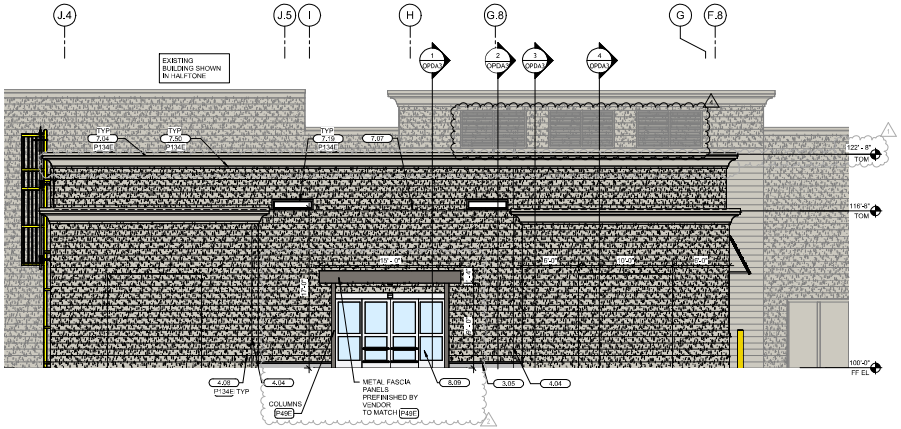
4 ALL THE ELEVATIONS HAVE BEEN UPDATED AS PER NEW PAINT FINISH P134E AS PER PR#5



3 OP REAR ELEVATION
3/16" = 1'-0"



2 OP FRONT ELEVATION
3/16" = 1'-0"



1 OP LEFT ELEVATION
3/16" = 1'-0"

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JOB NUMBER: 20303417 PROTO: 90

ISSUE BLOCK

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2	PR#3	05/16/26
3	PR#4	08/14/26
4	PR#5	10/06/26

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STATE OF FLORIDA
JOSEPH SUTER
AR100245
REGISTERED ARCHITECT
10/06/26

OP EXTERIOR ELEVATIONS

SHEET: OPDA2

514

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Planning & Zoning Division

November 17, 2026

Project #: 2025.09.5739

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ROOF LEGEND

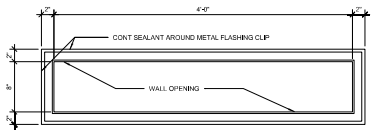
- NEW RTU
- NEW VTR ROOF PENETRATION
- NEW RCU
- NEW ROOF PENETRATION

KEYNOTES

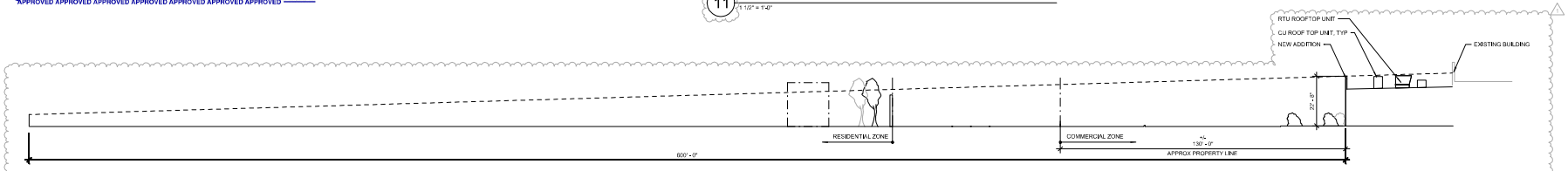
5.09	JIB CRANE HOIST ARM
5.11	STEEL LADDER

SHEET NOTES

1. REFER TO MECHANICAL DRAWINGS FOR VENTS AND FLUE LOCATIONS
2. PROVIDE CRICKET AT ALL ~~AT ALL~~ MECHANICAL EQUIPMENT RTUS, ETC. INSTALL ROOFING INSULATION WITH 1/2" PER FOOT SLOPE TO PROVIDE POSITIVE DRAINAGE AROUND UNITS
3. NOT USED
4. MAINTAIN 8" MIN FROM TOP OF ROOF MEMBRANE TO TOP OF CURB AT CRICKETS
5. NOT USED
6. LOCATIONS OF RTU'S AND AHU'S ARE APPROXIMATE. CONTRACTOR MAY ADJUST LOCATION SO EDGES OF CURB FALL WITHIN 3" OF JOIST PANEL POINTS. IF CURB CANNOT BE ADJUSTED SO BOTH CURB EDGES ARE WITHIN 3" OF JOIST PANEL POINTS, ADD REINFORCING PER STRUC. TO JOIST WHERE CURB EDGE/EDGES ARE MORE THAN 3" FROM JOIST PANEL POINT. REF. STRUC.
7. NOT USED
8. TAKE APPROPRIATE ACTION NOT TO DAMAGE INTERIOR ELECTRICAL CONDUIT THAT MAY BE ATTACHED TO THE UNDERSIDE OF THE ROOF DECK. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ANY DAMAGE DONE.
9. CURB AND WALL FLASHING SHALL BE COMPLETELY ADHERED TO SUBSTRATE WALL AND SHALL BE FULLY ADHERED AND FREE OF WRINKLES.
10. WALKWAY PAD SHALL BE INSTALLED AT ALL SERVICE SIDES OF RTUS, AROUND ROOF HATCH AND TWO ROWS AT JIB HOIST.
11. NO TEMPORARY FLASHING SHALL BE INSTALLED.
12. REMOVE THE EXISTING EPDM MEMBRANE. INSTALL AN ADDITIONAL 1.00" ISO AND A NEW MECHANICALLY FASTENED TPO MEMBRANE OVER EXISTING INSULATION. IN AREAS WHERE THE MEMBRANE IS FULLY ADHERED, THE MEMBRANE SHOULD BE CUT IN A 10" GRID AND SHOULD NE REMOVED ALONG THE INSULATION REPLACE WITH SAME THICKNESS TO MATCH ADJACENT INSULATION MEMBRANE.
13. ALL FIELD INSTALLED SCREWS REQUIRE NEOPRENE WASHERS

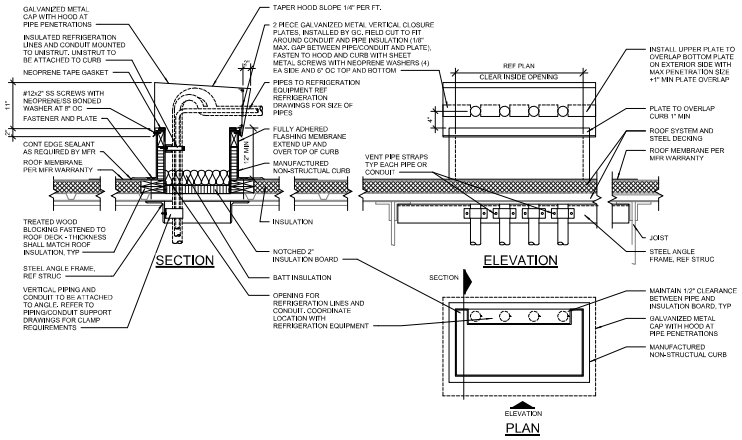


11 SCUPPER ELEVATION
1 1/2" = 1'-0"

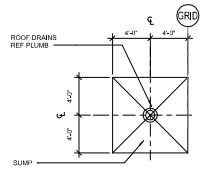


10 OP LINE OF SIGHT
1" = 20'-0"

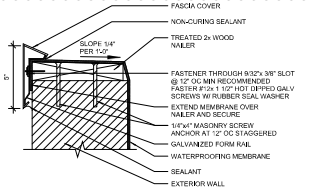
INSTALLATION NOTES:
1. ROOF PENETRATION CURB, HOOD AND CLOSURE PLATES ARE FURNISHED BY OWNER AND INSTALLED BY GENERAL CONTRACTOR
2. ALL HOOD PENETRATIONS SHALL BE THROUGH VERTICAL CLOSURE PLATES ONLY.
   - PIPING AND CONDUIT SHALL BE INSTALLED BY TRADE CONTRACTORS WITH PIPE AND CONDUIT CENTERLINES 4" ABOVE TOP OF ROOF CURB WITH MINIMUM OF 1" BETWEEN PIPE AND CONDUIT EXTERNAL SURFACE
3. GENERAL CONTRACTOR SHALL CUT AND INSTALL VERTICAL CLOSURE PLATES AFTER ALL PIPING AND CONDUITS ARE INSTALLED AND SEAL ALL PENETRATIONS AS NOTED IN DETAIL AND PROVIDE CONTINUOUS SEALANT AT PERIMETER JOINT BETWEEN CLOSURE PLATES, HOOD, CURB, AND WHERE CLOSURE PLATES OVERLAP. REF SPECS
   - EXPANDING FOAM SEALANT SHALL NOT BE USED WHERE SEALANT IS EXPOSED TO EXTERIOR
4. EXTEND EXTERIOR REFRIGERANT AND WATER LINE EXTERNAL PVC INSULATION JACKET 1" INSIDE HOOD METAL CLOSURE PLATES



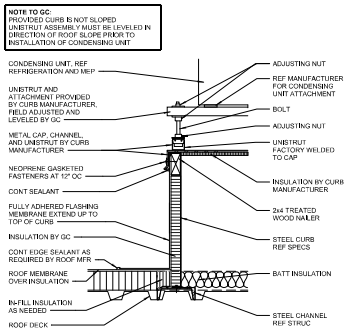
7 REFRIGERATION LINE ROOF PENETRATION
NTS



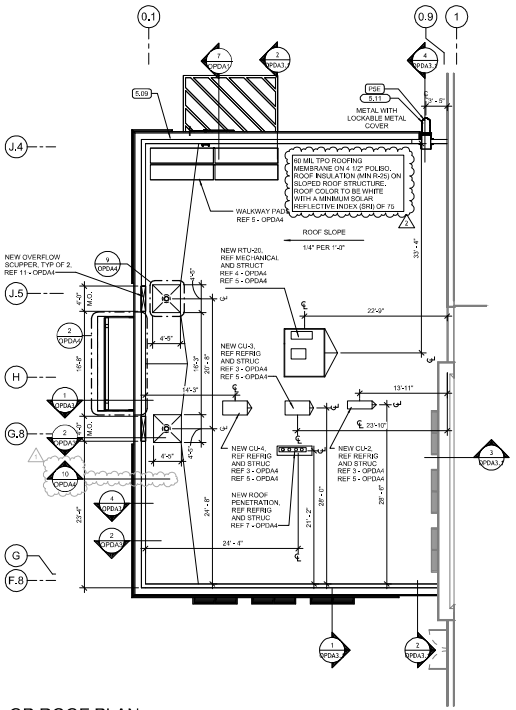
9 ROOF DRAIN DETAIL
3/16" = 1'-0"



8 EXPANSION ROOF PARAPET CAP FLASHING
3" = 1'-0"



6 CONDENSER UNIT CURB
1 1/2" = 1'-0"



1 OP ROOF PLAN
1/8" = 1'-0"

NOTE: FOR ROOF PENETRATIONS LOCATED WHERE WALKWAY PADS ARE INSTALLED, TRIM WALKWAY PADS 4" FROM EDGE OF ROOF PENETRATION FLASHING BEFORE PAD INSTALLATION.

NOTE: DO NOT INSTALL WALK WAY PADS UNTIL ROOF PENETRATION FLASHINGS ARE COMPLETE.

CENTER WALKWAY PADS ON JIB CRANE SPACED 3" APART AND 6" FROM EDGE OF ROOF OR PARAPET

JIB CRANE

PROVIDE SINGLE ROW OF WALKWAY PADS ON ACCESS SIDE OF UNIT, FIELD VERIFY LOCATION

6" FROM CURB, TYP

RCU

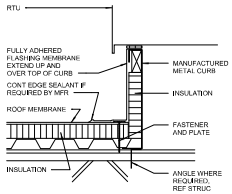
RTU

RCU

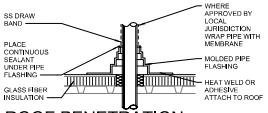
RTU

PROVIDE CRICKET AT ALL MECHANICAL EQUIPMENT, RTU'S, ETC. INSTALL ROOFING INSULATION WITH 1/2" PER FOOT SLOPE TO PROVIDE POSITIVE DRAINAGE AROUND UNITS.

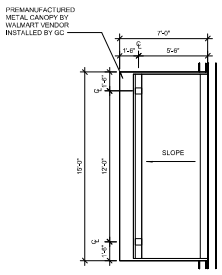
5 PAD LAYOUT (TYP ALL UNITS)
1/2" = 1'-0"



4 RTU ON CURB
1 1/2" = 1'-0"



3 ROOF PENETRATION
1" = 1'-0"



2 ASSOCIATES CANOPY PLAN
1/4" = 1'-0"

CUHACI PETERSON
2900 Maitland Center Parkway Suite 200 Maitland, FL 32751
P (407) 661-1900 F (407) 661-0201
CA 30008

STIPULATION FOR REUSE

CONSULTANTS

Walmart
BOYNTON BEACH, FL
2625 S FEDERAL HWY
STORE NO 05971 - 2/76
2630/347 | PROTO: 80
JOB NUMBER:

ISSUE BLOCK

1	PR#1	02/16/26
2	PR#5	10/06/26

CHECKED BY: NS
DRAWN BY: CG
PROTO CYCLE: 06/07/25
DOCUMENT DATE: 11/07/25

DANIEL J SUTER
STATE OF FLORIDA
DANIEL JOSEPH SUTER
AR 102245
REGISTERED ARCHITECT
10/06/26

OP ROOF PLAN

SHEET: OPDA4

515

IMAGES (from site visit conducted 07/03/2025 and Google Maps dated 04/2024)





















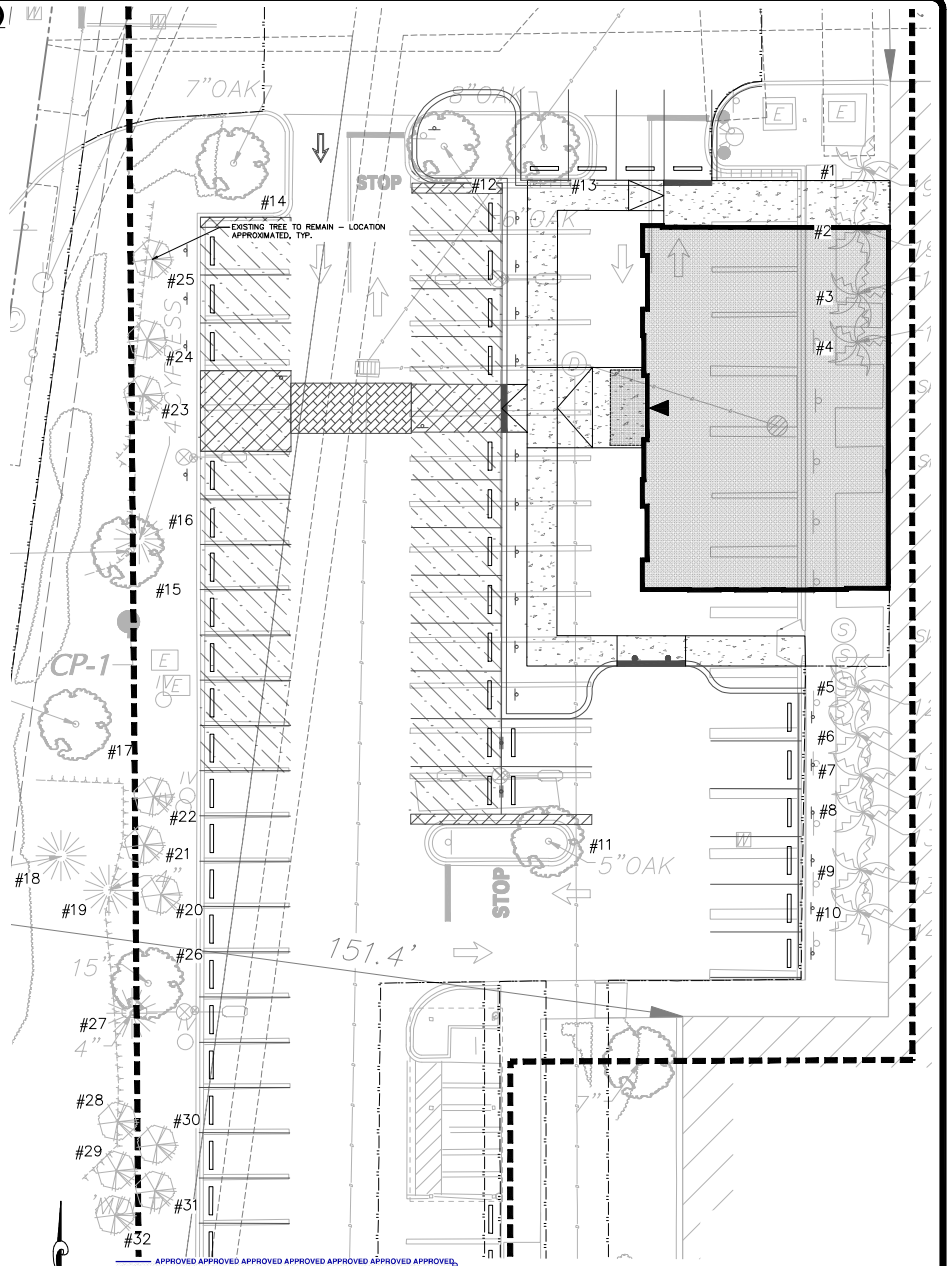




TREE MITIGATION CHART

TREE#	COMMON NAME	BOTANICAL NAME	DBH (inches)	CONDITION	DISPOSITION
1	SABAL PALM	SABAL PALMETTO	19	GOOD	RELOCATE
2	SABAL PALM	SABAL PALMETTO	19	GOOD	RELOCATE
3	SABAL PALM	SABAL PALMETTO	12	GOOD	RELOCATE
4	SABAL PALM	SABAL PALMETTO	11	GOOD	RELOCATE
5	SABAL PALM	SABAL PALMETTO	12	GOOD	REMAIN
6	SABAL PALM	SABAL PALMETTO	13	GOOD	REMAIN
7	SABAL PALM	SABAL PALMETTO	11	GOOD	REMAIN
8	SABAL PALM	SABAL PALMETTO	13	GOOD	REMAIN
9	SABAL PALM	SABAL PALMETTO	13	GOOD	REMAIN
10	SABAL PALM	SABAL PALMETTO	14	GOOD	REMAIN
11	LIVE OAK	QUERCUS VIRGINIANA	5	GOOD	REMAIN
12	LIVE OAK	QUERCUS VIRGINIANA	6	GOOD	RELOCATE
13	LIVE OAK	QUERCUS VIRGINIANA	8	GOOD	RELOCATE
14	LIVE OAK	QUERCUS VIRGINIANA	7	GOOD	REMAIN
15	LIVE OAK	QUERCUS VIRGINIANA	7	GOOD	REMAIN
16	BALD CYPRESS	TAXODIUM DISTICHUM	4	GOOD	REMAIN
17	LIVE OAK	QUERCUS VIRGINIANA	18	GOOD	REMAIN
18	BALD CYPRESS	TAXODIUM DISTICHUM	3	GOOD	REMAIN
19	BALD CYPRESS	TAXODIUM DISTICHUM	4	GOOD	REMAIN
20	LIVE OAK	QUERCUS VIRGINIANA	4	GOOD	REMAIN
21	LIVE OAK	QUERCUS VIRGINIANA	4	GOOD	REMAIN
22	LIVE OAK	QUERCUS VIRGINIANA	4	GOOD	REMAIN
23	LIVE OAK	QUERCUS VIRGINIANA	4	GOOD	REMAIN
24	LIVE OAK	QUERCUS VIRGINIANA	4	GOOD	REMAIN
25	LIVE OAK	QUERCUS VIRGINIANA	4	GOOD	REMAIN
26	LIVE OAK	QUERCUS VIRGINIANA	15	GOOD	REMAIN
27	BALD CYPRESS	TAXODIUM DISTICHUM	4	GOOD	REMAIN
28	LIVE OAK	QUERCUS VIRGINIANA	4	GOOD	REMAIN
29	LIVE OAK	QUERCUS VIRGINIANA	4	GOOD	REMAIN
30	LIVE OAK	QUERCUS VIRGINIANA	4	GOOD	REMAIN
31	LIVE OAK	QUERCUS VIRGINIANA	4	GOOD	REMAIN
32	LIVE OAK	QUERCUS VIRGINIANA	4	GOOD	REMAIN

3



TREE MITIGATION PLAN

DEVELOPER/OWNER:
WALMART INC.
c/o WALMART PROPERTY TAX DEPARTMENT
PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC

ALERT TO CONTRACTOR:

ALL WM GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS. OUTLOT AREA TO BE KEPT FREE OF JOB TRAILERS AND STORAGE AFTER THE CONTRACT MILESTONE DATE FOR THE OUTLOT. WM GENERAL CONTRACTOR TO PROVIDE CLEAR ACCESS FOR OUTLOT CONTRACTOR TO THE SPECIFIC PARCEL AT ALL TIMES AFTER MILESTONE DATE. PURCHASER OF OUTLOT TO PROVIDE PERMIT DOCUMENTS AND SWPPP REQUIRED BY STATE/LOCAL REQUIREMENTS FOR SPECIFIC OUTLOT.

CONTRACTOR SHALL CONTACT 811 FOR LOCATION OF ALL UTILITIES, AT LEAST 72 HOURS PRIOR TO BEGINNING CONSTRUCTION

REVISIONS	BY
07-24-2026 CITY OF BOYNTON BEACH COMMENTS	1
10-08-2026 CITY OF BOYNTON BEACH COMMENTS	2
10-20-2026 PLANNING & ZONING COMMENTS	3

LANGAN

LANGAN
Langan Engineering and Environmental Services, LLC.
13485 Veterans Way, Suite 120
Orlando, FL 32827
T: 407.974.2900 F: 407.974.2901 www.langan.com
FBPE Register No. 00000410 | AA17012818

Digitally signed by Thomas G Mead
Date: 2026.10.21 11:49:51-04'00'

Project No. 342044901

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

Walmart

DRAWN: LL
CHECKED: TM
DATE: 26 AUGUST 2026
SCALE: AS NOTED
JOB No.: 342044901
SHEET: C-4

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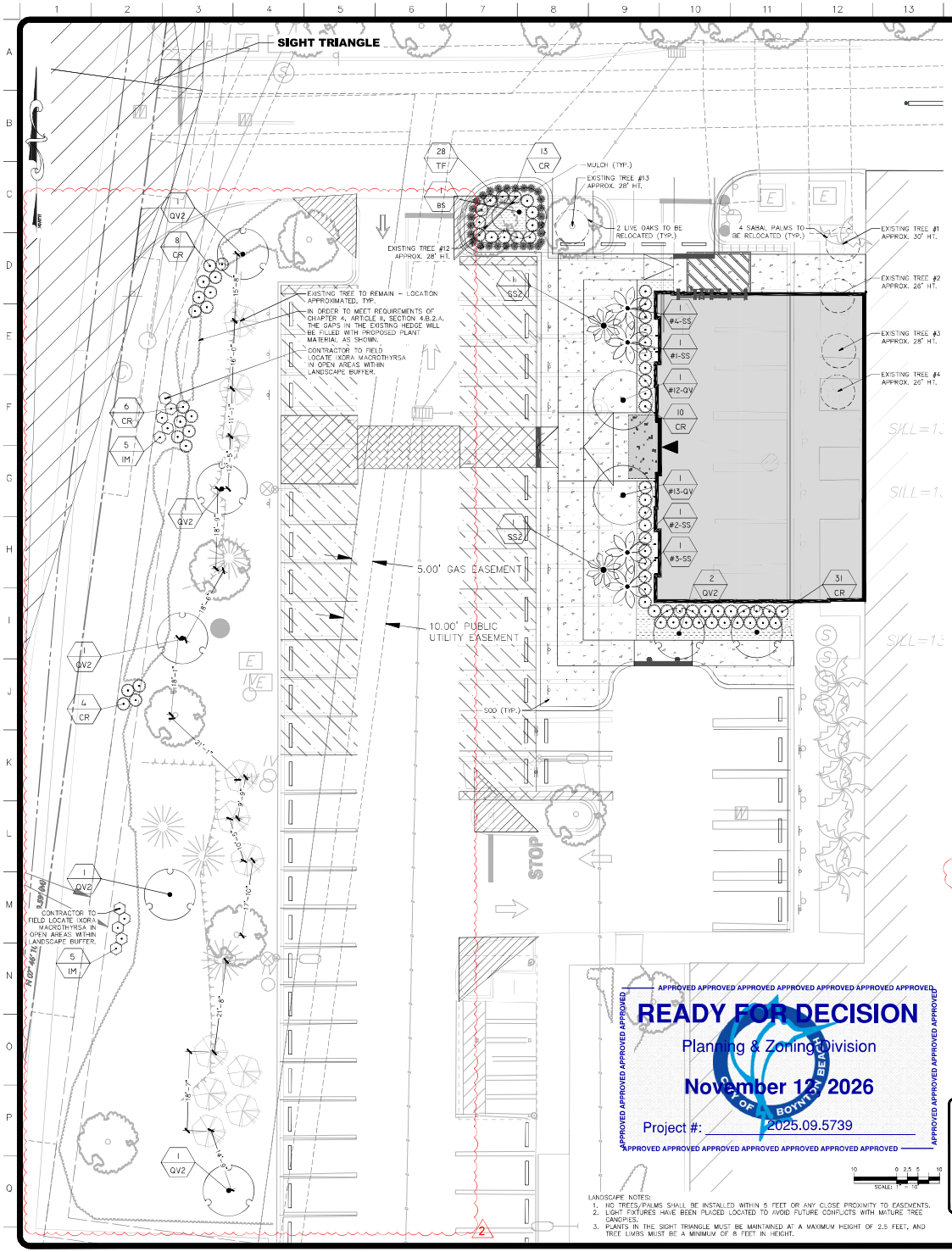

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

READY FOR DECISION

Planning & Zoning Division

November 12, 2026

Project #: 2025.09.5739

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

SCALE: 1" = 10'

LANDSCAPE NOTES:
1. NO TREES/PALMS SHALL BE INSTALLED WITHIN 5 FEET OR ANY CLOSE PROXIMITY TO EASEMENTS.
2. LIGHT FIXTURES HAVE BEEN PLACED LOCATED TO AVOID FUTURE CONFLICTS WITH MATURE TREE CANOPIES.
3. PLANTS IN THE SIGHT TRIANGLE MUST BE MAINTAINED AT A MAXIMUM HEIGHT OF 2.5 FEET, AND TREE LIMBS MUST BE A MINIMUM OF 8 FEET IN HEIGHT.

COMPLIANCE CHART

BOYNTON BEACH, FL - COMPLIANCE CHART

ARTICLE 4.6, ENVIRONMENTAL PROTECTION STANDARDS

SECTION	CODE DESCRIPTION	REQUIREMENTS	PROPOSED	COMPLIANCE
Sec. 4. Standards	C. Mitigation of Existing Trees and Palms. All existing trees and palms that are not preserved in place or relocated on-site shall be mitigated by replacement on-site or payment in-lieu of replacement as indicated in this subsection. The replacement shall be provided on-site as indicated in the tables below and comply with the standards defined in Part III, Chapter 4, Article III, Landscape Design and Buffering Standards.	Existing trees and palms not preserved/relocated to be mitigated for per Table 4-1-a	All existing trees and palms will be preserved in place or relocated on-site	Complies

ARTICLE III, LANDSCAPE DESIGN AND BUFFERING STANDARDS

SECTION	CODE DESCRIPTION	REQUIREMENTS	PROPOSED	COMPLIANCE
Sec. 4. Standards	A. City-Wide Standards. The following standards shall apply to all properties in the city, except for those exempted in Section 1.E. of this article.	-	-	Complies
	A.3.a. Trees. The caliper of all trees, except for palms and those trees classified as a development's "signature tree" (see subparagraph (1) below) shall be a minimum of four (4) inches at the time of installation. The caliper shall be measured no higher than six (6) inches above the ground. No minimum caliper size is required for palm trees. However, palm trees shall have a minimum of six (6) feet of clear wood at the time of planting.	Trees: min 4" cal. Palms: min. 6' clear wood	All new trees proposed at 4" cal., all new palms proposed at 6' clear wood	Complies
	A.3.a.(2) Species. The minimum number of different species of trees provided shall be as follows: Table 4-2 Tree Species:	11 required trees = 3 required species	3 species proposed	Complies
	A.3.a.(2)(d) No more than 50% of required trees on a lot within commercial or mixed-use zoning districts shall be comprised of palm species.	50% max. palms for required trees	No more than 50% of new proposed trees are palms	Complies
	A.3.a.(3)A. Shrubs and Hedges. Shrubs and hedges shall be planted a minimum of twenty-four (24) inches in height, twenty-four (24) inches in spread with triangular spacing measured immediately after planting to form a continuous opaque landscape barrier within one (1) year. The minimum hedge height may be reduced to eighteen (18) inches if planted in conjunction with a berm where the minimum combined height is thirty-six (36) inches.	Shrubs: min. 24" ht., 24" spread	All shrubs proposed at 24" ht., 24" spread	Complies
	A.12.a. Required Landscaping. Off-street parking areas, excluding those spaces located within parking garages, shall have at least twenty-five (25) square feet of parking lot landscape islands (e.g., green space) per parking space, including those on-street parking spaces allowed in accordance with Chapter 4, Article V, Section 4.C.	25 sf landscape island per parking space = 25 x 50 parking spaces in expansion area = 1,250 sf landscape island area	1,513 sf landscape island area provided in expansion area	Complies
	A.12.c. Large Islands. Landscape islands sized greater than two hundred twenty-four (224) square feet in area are defined as "large islands" and shall not be less than fifteen (15) feet in width in any dimension. Each large island shall contain a minimum of one (1) tree, classified as a large tree (see paragraph h. above for description of a large tree). A minimum of seventy-five percent (75%) of the landscape islands shall be large islands within developments that are required to have up to two hundred forty-nine (249) parking spaces. A minimum of eighty-five percent (85%) of the landscape islands shall be large islands within developments that are required to provide two hundred fifty (250) or more parking spaces:	One proposed island classifying as "large" = large tree	1 large tree proposed in new landscape island	Complies
	A.12.e. Plantings. All landscape islands shall be entirely planted with shrub species:	All landscape islands entirely planted with shrubs	All landscape islands entirely planted with shrubs	Complies
	A.12.f. Cross Visibility. All plant material proposed within each landscape island shall maintain unobstructed cross-visibility at a level between thirty (30) inches and eight (8) feet above pavement to avoid traffic hazards. Canopy or palm trees shall not have limbs and/or foliage that extend into this cross-visibility area. Plant selection should be based on the growing characteristics as described in the publication "Waterwise" to best conform to the visibility requirements stated above and to allow for proper maintenance without degrading the quality and appearance of established plant species	Unobstructed cross-visibility from 30" to 8' for all landscape islands	Shrub material proposed at a height of 24" - Trees in islands are proposed with a minimum of 8' clear trunk	Complies
	B.2.a. Off-Street Parking Areas Abutting Roadways. The landscape strip, intended to screen off-street parking lots located within front and side corner yards, shall be at least seven (7) feet in width and comply with the following: (1) The inside portion of the landscape strip shall consist of a continuous hedge, installed at a minimum of twenty-four (24) inches in height above finished grade and one (1) tree spaced a maximum of twenty-five (25) feet apart. (2) The remaining outside portion of a landscape strip shall consist of a minimum of three (3) shrub species, two (2) of which shall be flowering species, planted in continuous rows or clusters.	±255 LF Buffer 255 / 25 = 11 Trees required 3 species of shrubs required	11 existing trees to remain, two (2) oak trees proposed to meet required spacing of 1 tree every 25 feet. 3 species of shrubs existing, blue plumbago, existing and proposed red tip cassalpin, and proposed pink ixoria	Complies
Sec. 6. Community Design	B. Foundation Landscaping Areas. 1. Applicability. The requirement for foundation landscaping areas (shrubs and trees) shall apply to all front and side elevations of multi-family residential and non-residential buildings. These provisions are expanded to include rear elevations where buildings are visible from adjacent right-of-way, residential zoning districts, or where otherwise recommended by staff. 2. Rules. Foundation landscaped areas are not required in those particular locations within a site where vehicular use areas or pedestrian/covered walkways would conflict (i.e in front of loading docks, underneath covered walkways, within streetscape design).	Foundation landscaping required for all front and side elevations of buildings, except for where there are conflicts with vehicular use areas or pedestrian/covered walkways	Foundation landscaping provided where required and where conflicts do not occur	Complies
	B2. Minimum Width. Foundation landscaping areas shall be installed within a strip of land not less than five (5) feet in width, unless designed as part of the streetscape design (see Section 4.B.5. above). For large non-residential (big box) buildings greater than forty thousand (40,000) square feet in size, the location and dimensions of the foundation landscaping area shall be designed as follows: (1) Building façades less than forty-five (45) feet in height. The foundation landscaping area along the front and side façades shall be at least fifteen (15) feet in width or fifty percent (50%) of the façade height, whichever is greater.	Big box buildings under 45 ht.: 15' wide landscape strip	10'+ wide landscape strip	Complies
	C2. Shrubs. Foundation landscaping shall consist of shrubs installed in a continuous row or cluster, ten (10)-foot wide clusters spaced a maximum of fifteen (15) feet apart. The selection of shrub species should be compatible with the required plantings of perimeter landscape buffers and landscape strips along the abutting rights-of-way.	Shrubs: continuous row or 10' wide clusters spaced 15' apart max.	Continuous shrub row	Complies
	D. Trees. Tree sizes within foundation landscape strips shall be proportional to building heights and massing; planted no less than one-half (½) the building height when buildings are forty-five (45) feet in height or less. For large non-residential (big box) buildings greater than forty thousand (40,000) square feet in size, the following shall apply: (1) At least fifty percent (50%) of the required trees within the foundation landscaping area shall be a minimum two-thirds (2/3) of the height of the building. (2) One (1) canopy tree or a cluster of three (3) palm trees shall be installed within the foundation planting area every twenty (20) feet on center along each façade. Canopy and palm trees shall be distributed along the entire façade where foundation landscaping areas are required.	Trees: no less than half the building height = 1/2 of 22'-8" = 11'-4" min. tree height in foundation landscape strip - 50% min. of required trees shall be min. 2/3 height of building = 2/3 of 22'-8" = 15'-1" min. canopy tree or palm cluster every 20 linear feet of building foundation = 109 / 20 = 5.45 = 6 trees or palm clusters	Oak trees proposed at 16' ht., 2 palm clusters and 4 canopy trees (6 total) proposed in foundation landscape strip	Complies

LEGEND

- SOD (SEE LANDSCAPE SCHEDULE)
- MULCH
- EXISTING VEGETATION TO BE RELOCATED
- EXISTING VEGETATION TO REMAIN
- QUANTITY
- XX TWO LETTER KEY TYPICAL
- SIGHT TRIANGLE AREA

PLANT LIST

SYMBOL	KEY	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT	HEIGHT / SPREAD	REMARKS	BUTTERFLY ATTRACTING?	NATIVE?
RELOCATED TREES									
	QV	2	QUERCUS VIRGINIANA / SOUTHERN LIVE OAK	----			RELOCATED TREE, CLEAR TRUNK BELOW 6'	YES	YES
	SS	4	SABAL PALMETTO / CABBAGE PALMETTO	----			RELOCATED TREE	YES	YES
PALM TREES									
	SS2	2	SABAL PALMETTO / CABBAGE PALMETTO	----			6' CLEAR WOOD	YES	YES
SHADE TREES									
	BS	1	BURSERA SIMARUBA / GUMBO LIMBO	4" CAL.	B&B	15' HT. O.A.		YES	YES
	QV2	7	QUERCUS VIRGINIANA / SOUTHERN LIVE OAK	4" CAL.	B&B	16' HT. O.A.		YES	YES
EVERGREEN SHRUBS									
	CR	72	CHRYSOBALANUS ICACO 'RED TIP' / RED TIP COCO PLUM	3 GAL.	CONTAINER	24" HT. / 24" SPREAD		YES	YES
EXCEPTIONAL SHRUBS									
	IM	10	IXORA MACROTHYRSA / PINK IXORA	3 GAL.	CONTAINER	24" HT.		YES	NO
ORNAMENTAL GRASS									
	TF	28	TRIPSACUM FLORIDANUM / DWARF FAKAHATCHEE GRASS	1 GAL.	CONTAINER	24" HT. / 24" SPREAD		YES	YES
SYMBOL	KEY	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT	HEIGHT / SPREAD	SPACING	REMARKS		
GROUND COVERS										
	MULCH	563 SF	MULCH	----						
	SOD	1,274 SF	PASPALUM NOTATUM 'ARGENTINE' / ARGENTINE BAHIAGRASS SOD						NO	NO

Notes:
1. Match existing sod.
2. Cypress mulch is not to be used.
3. Mulch to be installed and maintained at 3" depth

CONTRACTOR SHALL CONTACT 811 FOR LOCATION OF ALL UTILITIES, AT LEAST 72 HOURS PRIOR TO BEGINNING CONSTRUCTION

ALERT TO CONTRACTOR:

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NOTE TO CONTRACTOR:

18" WIDE MULCH STRIP IS REQUIRED BEHIND ALL CONCRETE CURBS/BUFFERS.

WHERE TURF GRASS WILL BE ESTABLISHED ADJACENT TO CONCRETE CURBS/BUFFERS, EITHER A 16" OR 24" (DEPENDENT ON AVAILABILITY) WIDE SOD STRIP IS REQUIRED.

LANDSCAPE PLAN

REVISIONS	BY
RESPONSE 2026 CITY OF BOYNTON BEACH COMMENTS	1
RESPONSE 2026 CITY OF BOYNTON BEACH COMMENTS	2

LANGAN

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13485 Veterans Way, Suite 120
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T: 407.974.2900 F: 407.974.2901
www.langan.com
FBPE Register No. 00006010 EB0135A EB8185

Digitally signed by Thomas G Mervo
Date: 2026.10.06 18:21:26-04'00'

Signature: THOMAS G. MERVO FL LICENSE NO. 0067481 DATE OF LICENSURE: 08/15/2008

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

Project No. 342044901

Walmart

DRAWN: LL
CHECKED: TM
DATE: 26 AUGUST 2026
SCALE: AS NOTED
JOB No. 342044901
SHEET: C-5

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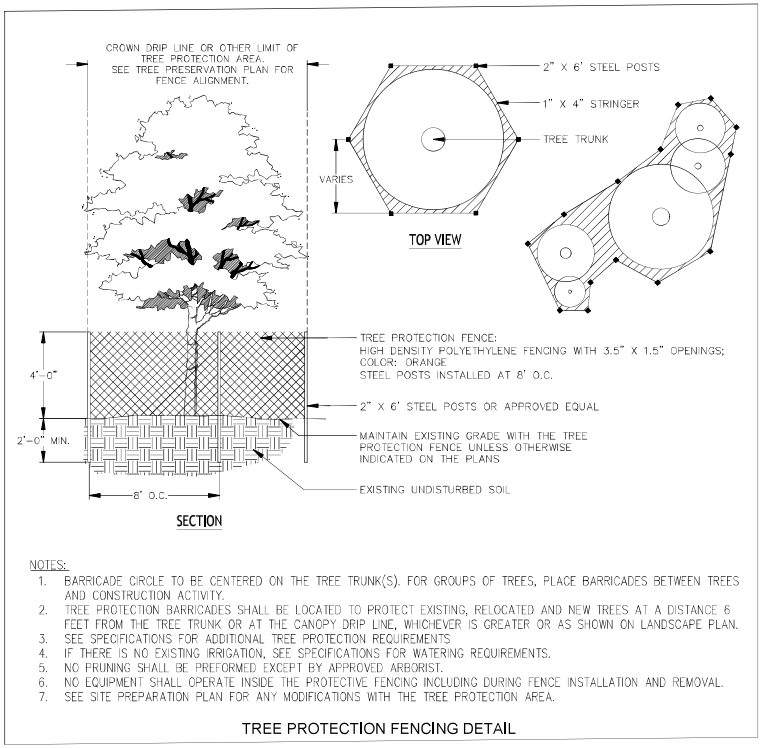
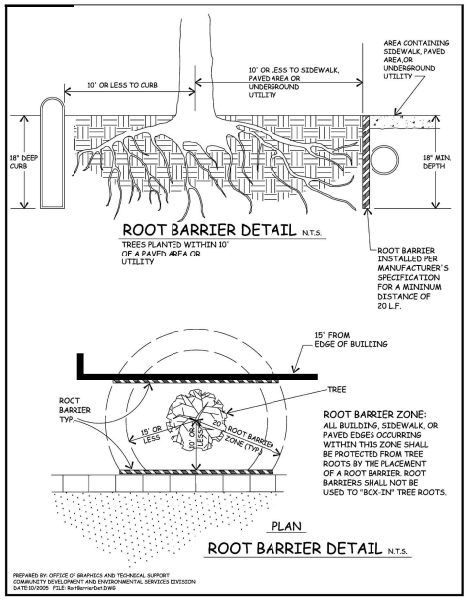
Date: 10/6/2026 Time: 16:05 User: lbehwala Style Table: Langan.ctb Layout: Landscape Document Code: 342044901-ENG04-LP101-0101

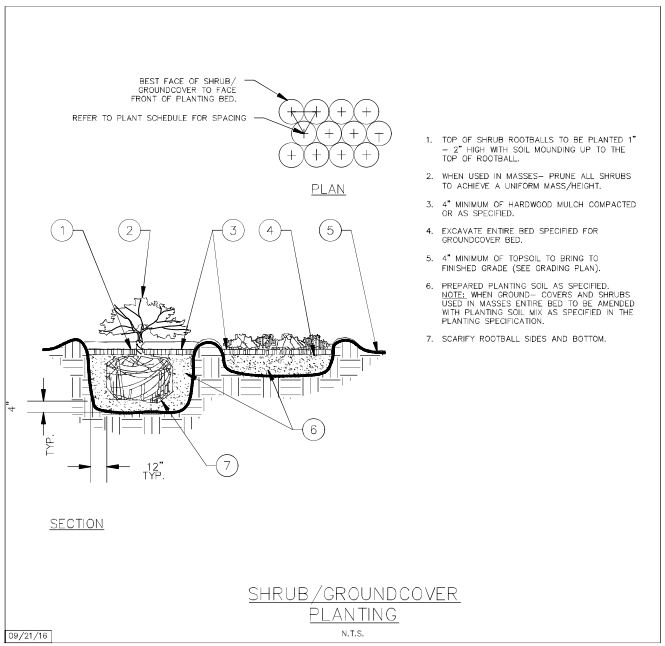


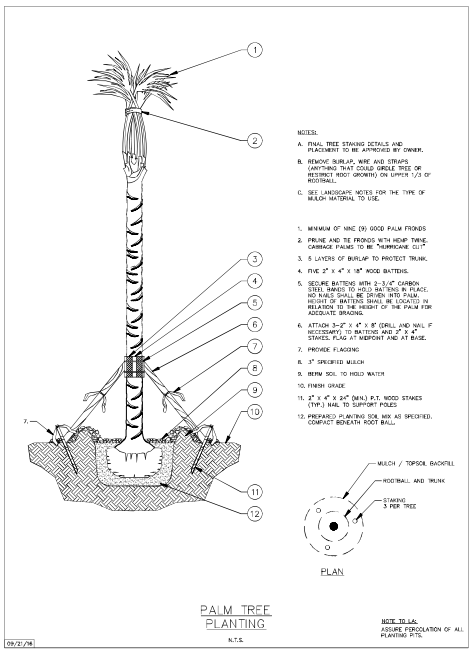
NOTES:

1. BARRICADE CIRCLE TO BE CENTERED ON THE TREE TRUNK(S). FOR GROUPS OF TREES, PLACE BARRICADES BETWEEN TREES AND CONSTRUCTION ACTIVITY.
2. TREE PROTECTION BARRICADES SHALL BE LOCATED TO PROTECT EXISTING, RELOCATED AND NEW TREES AT A DISTANCE 6 FEET FROM THE TREE TRUNK OR AT THE CANOPY DRIP LINE, WHICHEVER IS GREATER OR AS SHOWN ON LANDSCAPE PLAN.
3. SEE SPECIFICATIONS FOR ADDITIONAL TREE PROTECTION REQUIREMENTS.
4. IF THERE IS NO EXISTING IRRIGATION, SEE SPECIFICATIONS FOR WATERING REQUIREMENTS.
5. NO PRUNING SHALL BE PREFORMED EXCEPT BY APPROVED ARBORIST.
6. NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING FENCE INSTALLATION AND REMOVAL.
7. SEE SITE PREPARATION PLAN FOR ANY MODIFICATIONS WITH THE TREE PROTECTION AREA.

TREE PROTECTION FENCING DETAIL







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READY FOR DECISION

Planning & Zoning Division

November 17, 2026

Project #: 2025.09.5739

CITY OF BOYNTON BEACH

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

DEVELOPER/OWNER:
WALMART INC.
c/o WALMART PROPERTY TAX DEPARTMENT
PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC

LANDSCAPE NOTES AND DETAILS

REVISIONS	BY
8/21/26: 2026 CITY OF BOYNTON BEACH COMMENTS	1
10/16/2026: CITY OF BOYNTON BEACH COMMENTS	2

LANGAN

Langan Engineering and Environmental Services, LLC.
13485 Veterans Way, Suite 120
Orlando, FL 32827
T: 407.974.2900 F: 407.974.2901 www.langan.com
FBPE Register No. 00006010/AA26001744/AB1186

Digitally signed by Thomas G Ueno
Date: 2026.10.09 16:22:30-04'00'

Project No. 342044901

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

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LL
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TM
DATE
26 AUGUST 2026
SCALE
AS NOTED
JOB No.
342044901
SHEET
D-5

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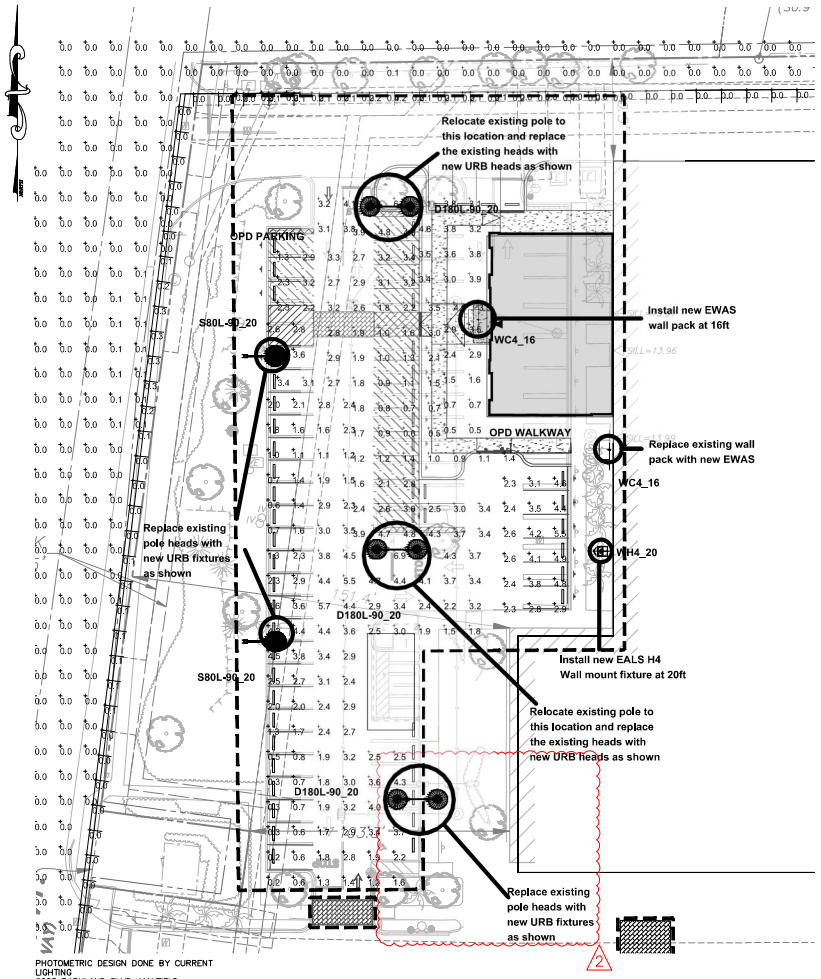
Date: 10/6/2026 Time: 16:08 User: lbakhvala Style Table: Langan.stb Layout: LandscapeDetails Document Code: 342044901-6602-LP501-0101



PHOTOMETRIC DESIGN DONE BY CURRENT LIGHTING
6085 PARKLAND BLVD, MAYFIELD HEIGHTS, OH 44124

DESIGNER: JOSHUA WATKINS
DATED 4/2/2026

L93 = OPERATING HOURS AT WHICH AN AVERAGE OF 93% OF INITIAL LUMENS HAVE BEEN LOST IN A TESTED POPULATION OF LED PLATFORMS. THE POPULATION STILL EMITS 93% OF INITIAL LUMENS. THE LUMINAIRE HAS NOT FAILED. IT IS STILL OPERATING WITH A REDUCED LIGHT OUTPUT.

IN COMPARISON, NON-LED LUMINAIRES ARE RATED WITH MEAN LUMENS MEASURED AT 40-50% OF RATED LIFE, DEPENDING ON TECHNOLOGY, AND RATED LIFE OF 850, WHERE 850 = OPERATING HOURS AT WHICH 50% OF A TESTED POPULATION OF LAMPS HAVE FAILED.

PROPERTY LINES BASED OFF PROVIDED LIGHTING RETROFIT SURVEY AND GOOGLE EARTH PRO. CALCULATION AREAS TREATED AS OPEN AND EMPTY. NO TREES ARE CONSIDERED IN THE DESIGN, ACTUAL VALUES MAY VARY FROM CALCULATED VALUES SHOWN.
LED STATISTICS SHOWN ARE AT 50000 HOURS L93 RATING (~12 YEARS @ 12 HRS/DAY)

NOTES:
THIS IS A REMODEL REQUEST FOR THE OPD AREA.
MATERIAL WITH "EXIST" LABEL IS ALREADY INSTALLED ON SITE AND IS INCLUDED HERE AS LIGHT CONTRIBUTION ONLY
ALL OTHER MATERIAL IS WHAT IS BEING ADDED TO INCREASE THE LIGHTING IN THE OPD PICK UP AREA PER REQUEST

ORDINANCE NOTES:
1. RELOCATED POLE LOCATIONS SHOULD NOT CONFLICT WITH MATURE TREES.
2. POLE FIXTURES ARE SET AT 20 FT. THEY ARE FULLY CUT-OFF WITH THE LIGHT PORTION RECESSED SO NOT VISIBLE OFF PREMISES.
3. THE SELECTED FIXTURE IS NOT FORMALLY CLASSIFIED OR MARKETED AS "VANDAL-RESISTANT." HOWEVER, IT DOES INCORPERATE FEATURES THAT MAY DETER VANDALISM, INCLUDING:
   A. CAST ALUMINUM HOSTING
   B. ACRYLIC OPTIC SECURED WITH TAMPER-RESISTANT TORX-HEAD SCREWS
   C. INSTALLATION HEIGHT THAT PLACES THE FIXTURE OUT OF NORMAL REACH
   D. NO ACCESS TO INTERNAL COMPONENTS WITHOUT THE USE OF TOOLS

Calculation Summary Illuminance Foot-candles					
Label	Avg	Max	Min	Avg/Min	Max/Min
Limited Parking	2.69	6.9	0.2	13.45	34.50
Off Site	0.02	0.4	0.0	N.A.	N.A.
OPD PARKING	2.90	5.5	0.6	4.83	9.17
OPD WALKWAY	2.34	4.9	0.5	4.68	9.80
PROPERTY LINE	0.01	0.3	0.0	N.A.	N.A.

2

THE MAGNITUDE OF THE DIFFERENCES BETWEEN DETAILED ANALYSIS METHODS AND FIELD MEASUREMENTS VARIES. IN GENERAL, DIFFERENCES OF LESS THAN 20% CAN BE EXPECTED, BUT IN EXTREME CASES, WHERE A CALCULATION METHOD CANNOT HANDLE THE COMPLEXITY OF THE LIGHTING SYSTEM, THEY MAY BE GREATER. A MORE COMPLETE DISCUSSION OF THE UNCERTAINTIES IS AVAILABLE.

ANSI/ IES LS-6-20
LIGHTING SCIENCE: CALCULATION OF LIGHT AND ITS EFFECTS

Luminaire Schedule								
Symbol	Qty	Label	Arrangement	LLF	Description	Arr. Watts	Arr. Lum. Lumens	BUG Rating
	2	WC4_16	SINGLE	0.837	1-EWAS010C4AF740N1FMBLCK mounted at 16ft	56	7500	B1-U0-G2
	2	S80L-90_20	SINGLE	0.900	URB-CAP-26-80L-90-3K7-UNV-4F-NRNW-PM-BLT 17ft pole on 3ft base	90.09	10523	B2-U0-G2
	3	D180L-90_20	BACK-BACK	0.900	URB-CAP-26-80L-90-3K7-UNV-4F-NRNW-PM-BLT 17ft pole on 3ft base	180.18	21046	B2-U0-G2
	1 2	WH4_20	SINGLE	0.837	1-EALS030H4AF750NDC1BLCK w/WMB-EAMT06BLCK mounted at 20ft	140	20000	B3-U0-G3

DEVELOPER/OWNER:
WALMART INC.
c/o WALMART PROPERTY TAX DEPARTMENT
PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC

ALERT TO CONTRACTOR:

ALL WM GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS. OUTLOT AREA TO BE KEPT FREE OF JOB TRAILERS AND STORAGE AFTER THE CONTRACT MILESTONE DATE FOR THE OUTLOT. WM GENERAL CONTRACTOR TO PROVIDE CLEAR ACCESS FOR OUTLOT CONTRACTOR TO THE SPECIFIC PARCEL AT ALL TIMES AFTER MILESTONE DATE. PURCHASER OF OUTLOT TO PROVIDE PERMIT DOCUMENTS AND SWPPP REQUIRED BY STATE/LOCAL REQUIREMENTS FOR SPECIFIC OUTLOT.

CONTRACTOR SHALL CONTACT 811 FOR LOCATION OF ALL UTILITIES, AT LEAST 72 HOURS PRIOR TO BEGINNING CONSTRUCTION

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READY FOR DECISION
Planning & Zoning Division
November 12, 2026
Project #: 2025.09.5739
APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

SCALE: 1 INCH = 20 FEET

PHOTOMETRIC PLAN

REVISIONS	BY
07-24-2026 CITY OF BOYNTON BEACH COMMENTS	1
10-06-2026 CITY OF BOYNTON BEACH COMMENTS	2

LANGAN
Langan Engineering and Environmental Services, LLC.
13485 Veterans Way, Suite 120
Orlando, FL 32827
T: 407.974.2600 F: 407.974.2601 www.langan.com
FBPE Registry No. 00006010 | SAM.GOV CAGE Code 5J5T8

STATE OF FLORIDA PROFESSIONAL ENGINEER No 76917 10/06/26

This item has been digitally signed and sealed by Jaison P. Simon on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies. 2026.10.06 10:24:04 -04'00'

CUHACI PETERSON
2900 Maitland Center Parkway Suite 400 Maitland, FL 32751
P (407) 661-9100 F (407) 661-9181 E-mail: info@cuhaci-peterson.com

Project No. 342044901

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

Walmart

DRAWN LL
CHECKED TM
DATE 26 AUGUST 2026
SCALE AS NOTED
JOB No. 342044901
SHEET C-6

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READY FOR DECISION

Planning & Zoning Division

November 12, 2026

Project #: 2025.09.5739

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100 SALES

WALLS
- GYP BD: PATCH AND REPAIR DAMAGED AND PAINT TO STRUCTURE, REF A1 FOR PAINT.
- INSTALL P57 WAINSCOT AND DB5 BASE UNO, EXTEND WAINSCOT AND BASE AT EXPOSED WALL TO NEAREST MERCHANDISE RACK, REF 3-A3
- CMU: REF A1 FOR PAINT, WHERE BASE IS EXISTING, IT IS ETR

FLOOR
- REF FLOOR FINISH PLAN A1.1

CEILING
- REF SHEET SA1 FOR CEILING SCHEDULE
- REMOVE ANY UNUSED ELECTRICAL DROPS THROUGHOUT SALES FLOOR.
- ADD LIGHTING TO SOFFITS GREATER THAN 24" ABOVE BREAD WALL, IF EXISTING LIGHTING IS NON-LED, REPLACE WITH LED

COLUMNS
- REF DETAILS 2-A1

REPAIR / REMOVE / REPLACE
- REPLACE DAMAGED OUTLETS; NON-ALMOND TO MATCH EXISTING COLOR, REPLACE ALMOND WITH WHITE
- REPLACE CUSTOMER VISIBLE ALMOND OUTLETS WITH WHITE
- REPLACE DAMAGED AND CUSTOMER VISIBLE OUTLET COVER PLATES WITH BRUSHED STAINLESS STEEL, INCLUDING BLANK PLATES, INCLUDING COLUMNS
- CLEAN OR REPLACE DAMAGED DIFFUSERS AND RETURNS AS REQ'D
- REPLACE DAMAGED PARTS OF IMPACT DOORS

SHEET NOTES

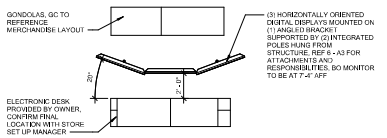
1. ENSURE ALL EXISTING WALL STANDARDS AND HALF GONDOLAS TO REMAIN ARE SECURE TO WALL
2. RELOCATE AND/OR INSTALL PREFABRICATED CASH WRAP(S) FOR CHECKOUTS AND SERVICE COUNTERS
   - CAULK BASE TO FLOOR WHEN LOCATION IS FINALIZED
3. RELOCATION AND SETUP OF GONDOLAS AND/OR RACKING AS INDICATED ON FXS SHEETS WILL BE PERFORMED BY OTHERS
   - ANCHORING OF UPRIGHTS TO BE PERFORMED BY GC
4. 8' PRICE READERS, FIRE EXTINGUISHERS, PAPER TOWEL DISPENSERS, ETC. ARE STRAPPED TO COLUMNS ON SALES FLOOR, REMOVE AND REINSTALL USING SCREWS, STRAPPED ATTACHMENT TO REMAIN AT BRACE FRAMED COLUMNS, REF SHEET SA1 FOR BID ALLOWANCE

KEYNOTES

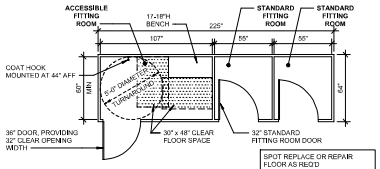
10.44	PROVIDE TACTILE "EXIT" SIGN, REF N1.

COLOR LEGEND

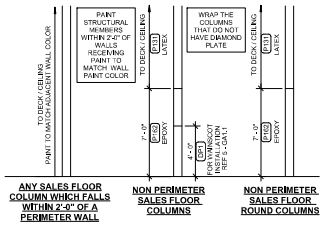
DP1	ALUMINUM DIAMOND (TREAD) PLATE
P131	WHITE FLOUR SW#7102
P162	PEPPERCORN SW#7674
P209	PASSIVE GRAY SW#7064



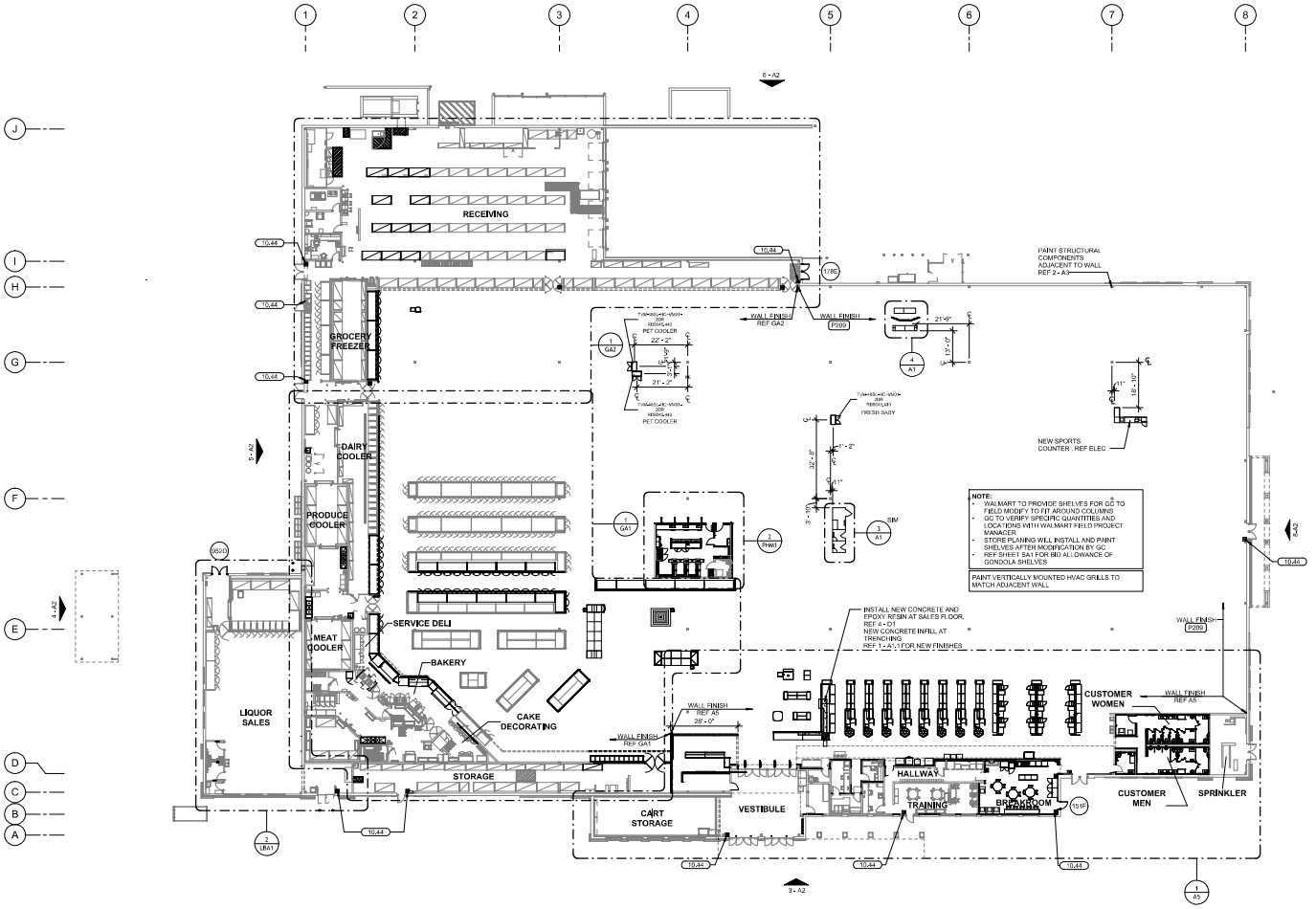
4 ENLARGED ELECTRONIC DESK PLAN
1/4" = 1'-0"



3 FITTING ROOM PLAN
1/4" = 1'-0"



2 COLUMN COLORS
1/4" = 1'-0"



1 FLOOR PLAN
1" = 20'-0"

CUHACI PETERSON
2601 Maitland Center Parkway
Suite 2000
Maitland, FL 32751
P (407) 661-0100
F (407) 661-0101
CA 26000

STIPULATION FOR REUSE

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CONSULTANTS

Walmart
BOYNTON BEACH, FL
2615 S. TEDDER FLWY
STORE NO. 05911 - 2276
JOB NUMBER: 25100347 PROTO: 90

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DRAWN BY:	PD
PROTO CYCLE:	09/27/25
DOCUMENT DATE:	11/07/25

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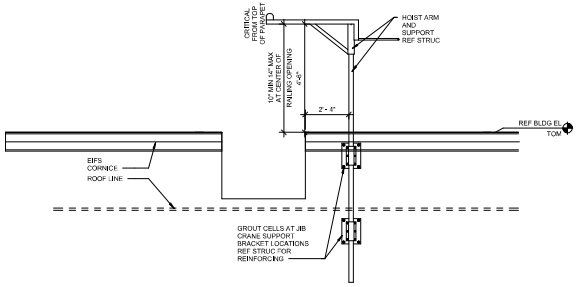
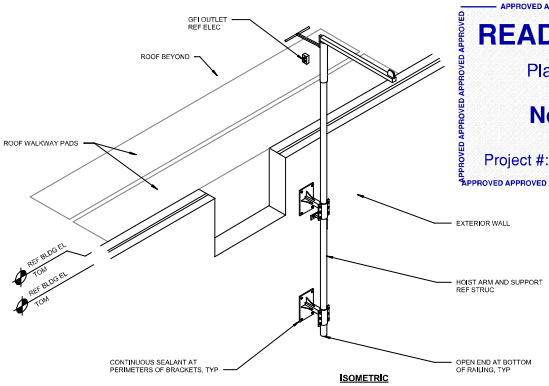
FLOOR PLAN

SHEET: A1

520



ELEVATION



ISOMETRIC

7 JIB CRANE ASSEMBLY
3/8" = 1'-0"

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READY FOR DECISION
Planning & Zoning Division
November 12, 2026
Project #: 2025.09.5739
CITY OF BOYNTON BEACH

946 PICKUP STORAGE

WALLS
- INTERIOR: CMU WALLS, NO FINISH
- EXTERIOR: REF SHEET OPA2 FOR FINISHES

FLOOR
- NEW CONCRETE SLAB. REF STRUCTURAL FOR THICKNESS

CEILING
- OPEN TO STRUCTURE U.N.O

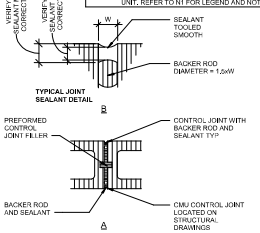
LEGEND

EXISTING PARTITION OR WALL TO REMAIN

CMU WALL (NEW)

KEYNOTES

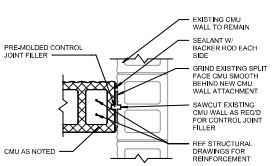
5,11	STEEL LADDER
5,57	32" STAINLESS STEEL BOLLARD, 4" OD FURNISHED BY OWNER, INSTALLED BY GC
10,44	PROVIDE TACTILE "EXIT" SIGN, REF N1.
16,05	INSTALL INSECT CONTROL UNIT TYPE NOTED BESIDE UNIT, REFER TO N1 FOR LEGEND AND NOTES.



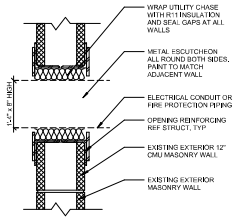
6 CONTROL JOINT
1 1/2" = 1'-0"

SHEET NOTES

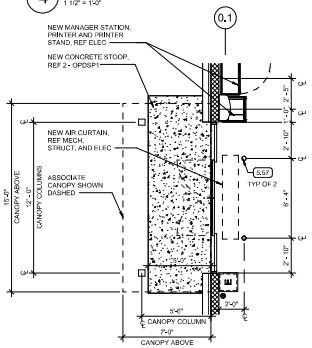
1. ALL STEEL RACKS TO BE FURNISHED BY WALMART AND ANCHORED BY CONTRACTOR
   A. REF RACK ANCHORAGE PLAN FOR STEEL RACK AND/OR GONDOLA SHELVING FIXTURE ANCHORING REQUIREMENTS
2. REPAIR BOLT HOLES AND SPALLS RESULTING FROM MERCHANDISE FIXTURE AND OR STORAGE RACK RELOCATION OR REMOVAL. REF SPECS
   A. FILL ALL BOLT HOLES AND SPALLS RESULTING FROM FIXTURE AND OR STORAGE RACK RELOCATION OR REMOVAL IN NON CUSTOMER ACCESSIBLE AREAS WITH NON SHRINK GROUT
3. STUD WALL DIMENSIONS ARE TO THE FACE OF THE STUDS
4. WALLS AND INFILL OF EXISTING OPENINGS ARE TO MATCH THE CONSTRUCTION AND FINISHES OF ADJACENT EXISTING WALLS
5. ROUTE ALL UTILITY SERVICE LINES, PIPES AND CONDUIT, WITHIN EXISTING ADJACENT STUD WALLS WHEREVER POSSIBLE
   A. ON COOLER/FREEZER PANELS IN FOOD PREP AREAS WHERE UTILITIES MUST BE EXPOSED, CONTRACTOR TO HAVE THE OPTION OF THE FOLLOWING:
      a. SURFACE MOUNT UTILITIES WITH NON-CORROSIVE ANCHORS; SEAL BOTH SIDES OF PIPE/CONDUIT TO PANEL CONTINUOUSLY WITH SEALANT
      b. INSTALL UTILITIES 1/2" OFF FACE OF PANEL TO ALLOW FOR CLEANING; USE ONLY NON-CORROSIVE ANCHORS; APPLY CONT SEALANT ALONG EDGES AND JOINTS
      c. COVER UTILITIES WITH 20 GA SS BENT PLATES MOUNTED TO WALL WITH NON-CORROSIVE ANCHORS; APPLY CONT SEALANT ALONG EDGES AND JOINTS
6. RELOCATION AND SETUP OF GONDOLAS AND/OR RACKING AS INDICATED ON FXS SHEETS WILL BE PERFORMED BY OWNER
   A. ANCHORING OF UPRIGHTS TO BE PERFORMED BY GENERAL CONTRACTOR
   B. ON SPECIAL PROJECTS, RELOCATION AND SETUP OF GONDOLAS AND/OR RACKING AS INDICATED ON THIS SHEET WILL BE PERFORMED BY GC
7. LOCATE ALL 44" DEEP RACKS 6" MIN FROM WALLS AND COLUMNS UNO
8. LOCATE ALL RACKS LESS THAN 44" DEEP 3" MIN FROM ALL WALLS AND COLUMNS UNO



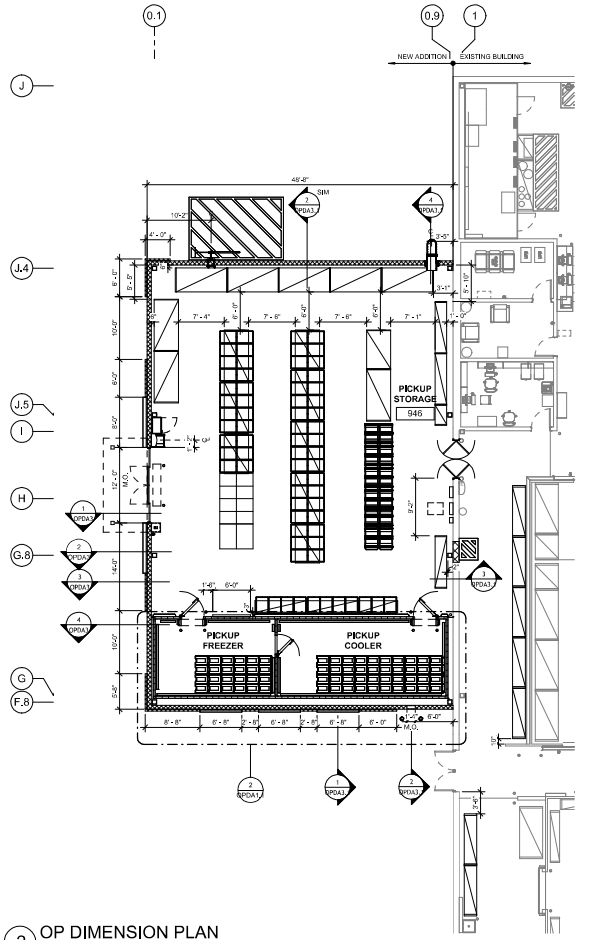
5 CONTROL JOINT
1" = 1'-0"



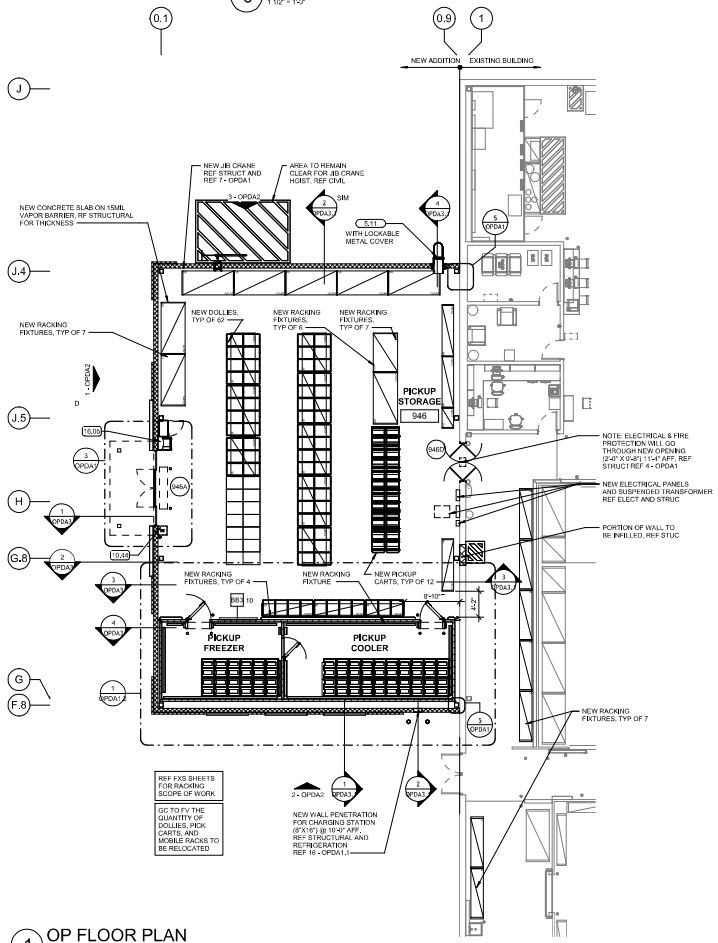
4 EXPANSION MOD WALL PENETRATION
1 1/2" = 1'-0"



3 ENLARGED ENTRY PLAN
1/4" = 1'-0"



2 OP DIMENSION PLAN
1/8" = 1'-0"



1 OP FLOOR PLAN
1/8" = 1'-0"

CUHACI PETERSON
2001 Midfield Condor Parkway
Suite #200
Birmingham, AL 35203
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CA 30008

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CONSULTANTS

Walmart
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2835 S FEDERAL HWY
STORE NO: 05911 - 276
JOB NUMBER: 2030347 | PROTO:

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DRAWN BY:	OB
PROTO CYCLE:	06/2/25
DOCUMENT DATE:	11/07/25

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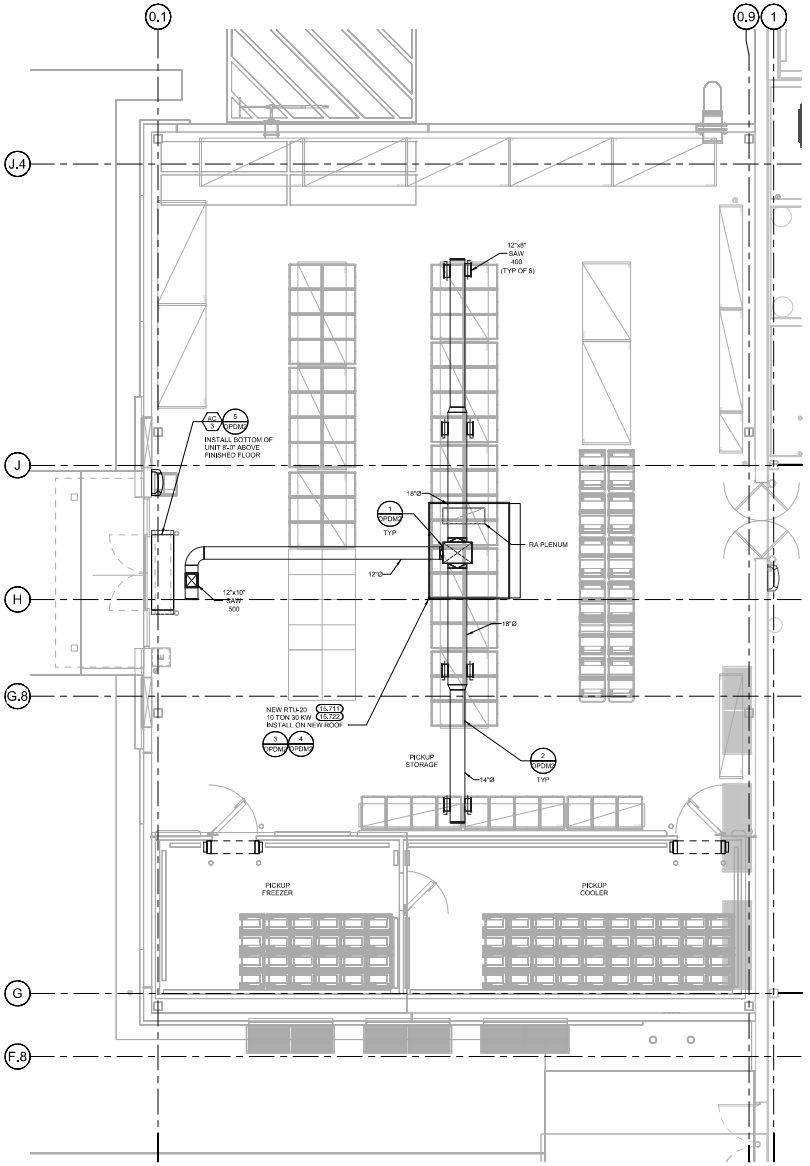
ENLARGED PICKUP PLANS

SHEET: OPDA1

521

KEYNOTES

15.711	REFER TO ARCHITECTURAL ROOF PLAN AND STRUCTURAL PLANS FOR DETAILS OF ROOF CURB INSTALLATION.
15.722	COORDINATE DUCT PENETRATIONS THROUGH ROOF, AND ROUTING OF DUCTWORK WITH CONDUITS, FIRE PROTECTION PIPING, LIGHTS AND STRUCTURE.



1 OGP MECHANICAL PLAN
1/4" = 1'-0"

EXISTING CONDITIONS WERE TAKEN FROM ORIGINAL DRAWINGS AND MAY NOT REFLECT EXACT "AS-BUILT" CONDITIONS. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO SUBMITTING FINAL BIDS. CONTRACTOR SHALL CAREFULLY COORDINATE NEW WORK AND DEMOLITION WITH ALL OTHER DISCIPLINES AND EXISTING CONDITIONS.

EACH SUBCONTRACTOR IS RESPONSIBLE FOR HAVING A THOROUGH KNOWLEDGE OF ALL DRAWINGS AND SPECIFICATIONS IN THEIR RELATED FIELD, THE FAILURE TO ACQUAINT THEMSELF WITH THIS KNOWLEDGE DOES NOT RELIEVE THE RESPONSIBILITY OF PERFORMING THE WORK PROPERLY. NO ADDITIONAL COMPENSATION SHALL BE ALLOWED BECAUSE OF CONDITIONS THAT OCCUR DUE TO FAILURE TO FAMILIARIZE WORKERS WITH THIS KNOWLEDGE.

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READY FOR DECISION
Planning & Zoning Division
November 13, 2026
Project #: 2025.09.5739
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Maitland, FL 32751
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F (407) 661-0101
CA 26001

STIPULATION FOR REUSE

CONSULTANTS

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3805 S FEDERAL HWY
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DOCUMENT DATE:	11/07/25

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2026.01.07 14:05:40-05'00'

JOSE I. DIAZ-VELAZQUEZ LICENSE No. 78474 STATE OF FLORIDA PROFESSIONAL ENGINEER

ENLARGED MECHANICAL PLANS

SHEET: OPDM1.1

AIR CURTAIN SCHEDULE OP

MARK	AREA SERVED	MANUFACTURER	MODEL	WEIGHT (LBS)	FAN MOTOR QTY	FAN MOTOR HP	FAN MOTOR VOLTS	FAN MOTOR PH	ELECTRICAL DATA FLA	ELECTRICAL DATA MCA	ELECTRICAL DATA MOCP	NOTES
AC 3	OOP	BERNER POWERED AIRE	CHD120-20/2A ETA 2-72	169	2	0.75	120	1	13.0	16.3	20	A, H, I, K, M

GENERAL INFORMATION (ALL DEVICES):
1. PROVIDE A DEDICATED ELECTRICAL CIRCUIT FOR EACH AIR CURTAIN WHEN MULTIPLE AIR CURTAINS ARE INSTALLED AT A SINGLE OPENING.

NOTES:
A. FURNISH WITH FACTORY MOUNTED NON-FUSED TOGGLE DISCONNECT SWITCH LOCATED ON TOP OF AIR CURTAIN.
B. FURNISH WITH MANUFACTURER'S 120V PHOTOELECTRIC SENSOR SWITCH, SENSOR REFLECTOR, AND REQUIRED ACCESSORIES TO ENERGIZE ALL AIR CURTAINS AT EACH DOOR ON HIGH SPEED WHEN DOOR OPENS AND DE-ENERGIZE AIR CURTAINS WHEN DOOR CLOSES.
C. UNIT SHALL BE TOP MOUNTED. FOR CURTAIN INSTALLATIONS NOT DETAILED ON ARCHITECTURAL DRAWINGS, SUSPEND CURTAINS FROM UNISTRUT INSTALLED BELOW DOOR TRACK AND SPANNING ENTIRE DOOR OPENING AS REQUIRED. SUPPORT UNISTRUT FROM STRUCTURE.
D. AS REQUIRED, ALL OPENINGS WITH TWO AIR CURTAINS TO BE FURNISHED WITH A FIELD MOUNTED AND WIRED RELAY TO ALLOW FOR ONE SWITCH TO ACTIVATE TWO AIR CURTAINS.
E. BERNER UNIT SHALL BE FURNISHED WITH FACTORY INSTALLED SINGLE-PHASE CONTROL PANEL, LEFT END.
F. BERNER UNIT SHALL BE FURNISHED WITH TANDEM PERFORMANCE KITS.
G. BERNER UNIT SHALL BE FURNISHED WITH FACTORY INSTALLED INTELLISWITCH DIGITAL CONTROLLER.
H. FURNISH WITH A FIELD MOUNTED AND WIRED 24V MAGNETIC LIMIT DOOR SWITCH AND TIME DELAY TO ENERGIZE AIR CURTAIN WHEN DOOR OPENS AND CONTINUE OPERATION FOR 60 SECONDS AFTER DOOR CLOSES.
I. FURNISH WITH MANUFACTURER'S WALL MOUNTING PLATE FOR INSTALLATION ABOVE DOOR OPENING WITH BOTTOM OF UNIT FLUSH WITH TOP OF DOOR. IF AIR CURTAIN MUST BE OFFSET TO CLEAR DOOR HARDWARE OR OTHER OBSTRUCTION, UNIT SHALL BE TOP MOUNTED AND SUPPORTED FROM STRUCTURE. REFERENCE MECHANICAL AIR CURTAIN INSTALLATION DETAIL.
J. INSTALL BOTTOM OF AIR CURTAIN NO HIGHER THAN 8'-0" AFF. INSTALL PER MANUFACTURER'S INSTRUCTIONS.
K. AIR CURTAIN SHALL BE TESTED IN ACCORDANCE WITH ANSI/AMCA 220.
L. UNITS SHALL BE BLACK IN COLOR.
M. UNIT SHALL BE FURNISHED WITH FACTORY INSTALLED FAN SPEED CONTROL ON BOTTOM OF UNIT WITH TAMPER PROOF COVER.
N. UNIT SHALL BE FIELD WIRED FOR CONTINUOUS OPERATION. REFERENCE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

ROOFTOP UNIT SCHEDULE (LENNOX)

ALL PRODUCTS ON THIS SCHEDULE ARE FURNISHED BY OWNER AND INSTALLED BY CONTRACTOR. REFER TO SPECIFICATIONS.

MARK	AREA SERVED	MODEL	NOMINAL CAPACITY (TONS)	SUPPLY FAN CFM	SUPPLY FAN HP	SUPPLY FAN ESP (IN.)	SUPPLY FAN MOTOR TYPE	SUPPLY FAN OPERATION	DCV MIN O/A CFM	MIN O/A CFM	EFFICIENCY SEER2	EFFICIENCY EER/ EER2	EFFICIENCY IEER	HEATING TYPE GAS HEAT INPUT (MBH)	HEATING TYPE ELEC HEAT INPUT (KW)	SMOKE DETECTOR LOCATION	ELECTRICAL VOLTS	ELECTRICAL MCA	ELECTRICAL MOCP	ELECTRICAL SCCR	WEIGHT (LB)	MECH NOTES
RTU 20	OOP	SCH120HSE21C	10	3700	0.75	0.59	DIRECT DRIVE	AUTO	0	370	—	12.0	15.6	—	30	SA	480	45.6	60	35K	1616	E, H, J, L

GENERAL INFORMATION (ALL UNITS):
1. UNITS ARE 3 PHASE, 60 HERTZ, UNITS MUST BE UL OR ETL AS WELL AS AGA APPROVED. UNITS BELOW 225 MBH MINIMUM AFUE: 80%, UNITS EQUAL TO OR GREATER THAN 225 MBH MINIMUM AFUE: 81%.
2. OUTSIDE AIR IS CONDITIONED THROUGH THE AIR HANDLING UNITS FOR THE SALES FLOOR AREA AND THROUGH THE ROOFTOP UNITS AS SCHEDULED ABOVE IN ACCORDANCE WITH ASHRAE 62.1.
3. FURNISHED WITH FACTORY INSTALLED SMOKE DETECTORS. SMOKE DETECTORS ARE NOT REQUIRED IN UNITS SUPPLYING OVER 2000 CFM THAT ARE NOT CAPABLE OF SPREADING SMOKE BEYOND THE ENCLOSING WALLS, FLOORS AND CEILINGS FOR THE ROOM OR SPACE IN WHICH THE SMOKE IS GENERATED PER IMC SECTION 606.2.
4. REFRIGERANT R-454B.
5. FURNISHED WITH FACTORY INSTALLED HACR-TYPE RATED CIRCUIT BREAKER.
6. SINGLE POINT POWER AND GAS ENTRY CONNECTIONS.
7. ROOF CURB AND ANCHOR BRACKETS FURNISHED BY OWNER, INSTALLED BY CONTRACTOR. REFER TO SPECIFICATIONS AND HVAC RESTRAINT BRACKET DETAIL.
8. NEW AND RETRO CURB WEIGHTS (LBS): 3 & 5 TON = 235, 10 TON = 295, 20 TON = 360. CURB ADAPTER WEIGHTS (LBS): 3 & 5 TON = 250, 10 TON = 280, 20 TON = 380.
9. FURNISHED WITH FACTORY INSTALLED HIGH PERFORMANCE, FULLY MODULATING ECONOMIZER.
10. FURNISHED WITH FACTORY INSTALLED CONVENIENCE RECEPTACLE.
11. MULTI-STAGE COOLING UNITS ARE PROVIDED WITH MULTI-STAGE SUPPLY AIR VOLUME (MSAV) TECHNOLOGY FOR PART-LOAD OPERATION ENERGY SAVINGS.
12. FURNISHED WITH 2 INCH, MERV 8 (MINIMUM EFFICIENCY REPORTING VALUE) AIR FILTER. CONTRACTOR TO COORDINATE WITH FILTER COMPANY FOR INSTALLATION OF MERV 8 FILTER AND PRIME PRIOR TO TEST AND BALANCE. REFER TO FILTER FRAME BOX NOTE FOR ADDITIONAL INFO.
13. FURNISHED WITH FACTORY INSTALLED RTU CONTROLLER. REFER TO SCHEDULE NOTES FOR BAS SUPPLIER SPECIFIC REQUIREMENTS.
14. FURNISHED WITH TEMPERATURE SENSOR (94-66) UNLESS AVERAGING OR OVERRIDE SENSOR IS SPECIFIED. REFER TO SCHEDULE NOTES FOR UNIT-SPECIFIC SENSORS.

NOTES:
A. DEMAND CONTROL VENTILATION (INDOOR AIR QUALITY) UNIT FURNISHED WITH CO2 SENSOR (23V86), CO2 SENSOR INSTALLED BY BAS CONTRACTOR. REFER TO BAS SHEETS.
EXTERNALLY LABEL UNIT "IAQ" IN 3" RED LETTERS. REFER TO SPECIFICATIONS.
B. DEMAND CONTROL VENTILATION (VENTILATION RESET) UNIT FURNISHED WITH CO2 SENSOR (23V86), CO2 SENSOR INSTALLED BY BAS CONTRACTOR. REFER TO BAS SHEETS.
C. FURNISHED WITH OVERRIDE: TEMPERATURE SENSOR (50L60), INSTALLED BY BAS CONTRACTOR. CONTRACTOR TO CONFIGURE SENSOR TO ALLOW +/-4°F USER SPACE SETPOINT ADJUSTMENT. REFER TO MANUFACTURER'S INSTRUCTIONS.
D. FURNISHED WITH AVERAGING TEMPERATURE KIT (33M20). INSTALLED BY BAS CONTRACTOR.
E. FURNISHED WITH HUMIDITY SENSOR (1TM50) AND FACTORY INSTALLED HUMIDITROL REHEAT COIL. HUMIDITY SENSOR INSTALLED BY BAS CONTRACTOR. CONTRACTOR TO FOLLOW MANUFACTURER'S INSTALLATION INSTRUCTIONS.
F. FURNISHED WITH INSULATED PANEL BASE AND ALIGNMENT BRACKETS FOR MOUNTING TO EXISTING LENNOX "L" SERIES CURB WITH OUT A CURB ADAPTER.
G. FURNISHED WITH VERTICAL VENT EXTENSION KIT WITH VENT CAP, LOCATED JUST ABOVE TOP SURFACE OF UNIT.
H. FURNISHED WITH KEY ACTIVATED REMOTE SMOKE DETECTOR TEST STATION INSTALLED BY MECHANICAL CONTRACTOR.
I. FURNISHED WITH FACTORY INSTALLED BAROMETRIC RELIEF DAMPER.
J. FURNISHED WITH FACTORY APPLIED CORROSION INHIBITING TREATMENT TO CONDENSER AND EVAPORATOR COILS AND PAINTED CABINET INTERIOR (WITHIN 1 MILE).
K. FURNISHED WITH FACTORY APPLIED CORROSION INHIBITING TREATMENT TO CONDENSER COIL (1-5 MILES).
L. FURNISHED WITH FACTORY INSTALLED CONDENSATE DRAIN PAN FLOAT SWITCH KIT.
M. FURNISHED WITH PROPANE CONVERSION KIT, INSTALLED BY MECHANICAL CONTRACTOR.
N. FURNISHED WITH FACTORY INSTALLED STAINLESS STEEL HEAT EXCHANGER.

HIGH ALTITUDE NOTE:
GAS INPUTS SHOWN ARE BASED UPON A GAS HEATING VALUE OF 1000 BTU/CUBIC FOOT AND SEA LEVEL ELEVATION.
EQUIPMENT FOR THIS SITE SHALL BE DERATED FOR A GAS HEATING VALUE OF XXX BTU/CUBIC FOOT AND XXXX FEET ABOVE SEA LEVEL.

AHRI Directory of Certified Product Performance

AHRI Reference #: 216031874

MODEL DETAILS

AHRI Reference # :	216031874
Brand Name :	LENNOX
Series Name :	STRATEGOS
Model Number :	SCI1120I I5M**CJ
Indoor Unit Model Number :	

AHRI CERTIFIED RATINGS

Cooling Capacity 95F/Cooling Capacity 95F at 230v :	120000
EER 95F/EER 95F at 230v :	12.00
Heating Capacity 47F/Heating Capacity 47F at 230v :	
COP 47F/COP 47F at 230v :	
Heating Capacity 17F/Heating Capacity 17F at 230v :	
COP 17F/COP 17F at 230v :	
IEER/IEER at 230v :	15.6

OTHER RATINGS

Full Load Indoor Coil Air Quantity (scfm) :	3800

ADDITIONAL MODEL INFORMATION

Model Status :	Active
AHRI Type :	SP-A
Hertz :	60
Refrigerant Type :	R-454B
Sold In? :	USA, Canada, Outside USA and Canada
ENERGY STAR ® Certified? :	No
Is Rerated :	No

Terms | The AHRI Certification Program | Search Standards | Homeowners | Contractors and Specifiers 4.29.00
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READY FOR DECISION

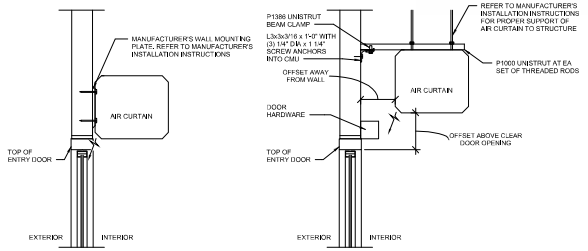
Planning & Zoning Division

November 12, 2026

Project #: 2025.09.5739

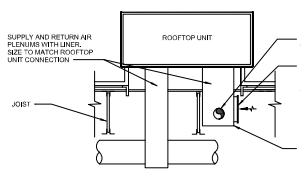
APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

NOTE: AIR CURTAIN IS REQUIRED TO BE INSTALLED 38 INCH (BERNER) OR 1/2 INCH (POWERED AIRE) AWAY FROM WALL FOR EVERY INCH ABOVE CLEAR DOOR OPENING



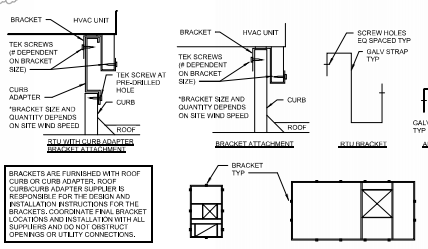
NOTES:
1. ENSURE AIR CURTAIN INSTALLATION ALLOWS PROPER DOOR OPERATION, AIR CURTAIN AIRFLOW, AND ACCESS TO AIR CURTAIN AND DOOR HARDWARE (IF APPLICABLE) FOR MAINTENANCE, FIELD VERIFY ANY OBSTRUCTIONS.
2. CENTER AIR CURTAIN AT CLEAR DOOR OPENING.
3. OFFSET AIR CURTAIN FROM WALL IF INSTALLED HIGHER THAN 1" ABOVE DOOR OPENING.
4. FOLLOW MANUFACTURER'S INSTALLATION INSTRUCTIONS AND POST-INSTALLATION AIRFLOW PATTERN VERIFICATION, REF SPECIFICATIONS.

5 AIR CURTAIN INSTALLATION
NTS



NOTE: ROUTE DUCT AS HIGH AS POSSIBLE BELOW JOIST GRADE W/ WHILE MAINTAINING A MINIMUM OF 10" BELOW ROOF JOISTS UNLESS NOTED OTHERWISE. FOLLOW ROOF SLOPE.

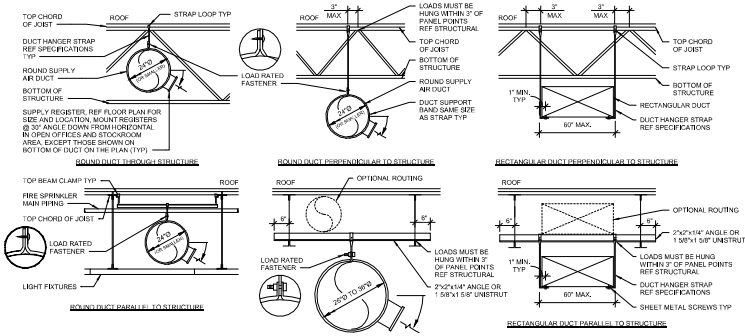
3 RTU DUCTWORK DETAIL
NTS



BRACKETS ARE FURNISHED WITH ROOF CURB OR CURB ADAPTER. ROOF CURB/CURB ADAPTER SUPPLIER IS RESPONSIBLE FOR THE DESIGN AND INSTALLATION INSTRUCTIONS FOR THE BRACKETS. COORDINATE FINAL BRACKET LOCATIONS AND INSTALLATION WITH ALL SUPPLIERS AND DO NOT OBSTRUCT OPENINGS OR UTILITY CONNECTIONS.

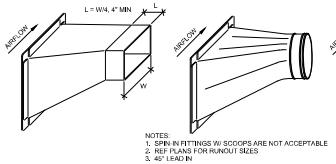
BRACKET CONSTRUCTION, QUANTITIES, AND SPACING SHOWN ON THIS DETAIL IS FOR GENERAL COORDINATION ONLY. INSTALL BRACKETS ACCORDING TO CURB/CURB ADAPTER MANUFACTURER'S INSTALLATION INSTRUCTIONS.

4 HVAC RESTRAINT BRACKETS
NTS



NOTES:
1. ONLY SHEET METAL SCREWS IF HANGER STRAP IS CONTINUOUS AND LOOPS UNDER ENTIRE RECTANGULAR DUCT.
2. HANGERS MUST NOT DEFORM DUCT SHAPE.
3. ALL ATTACHMENTS SHALL BE INSTALLED PER MANUFACTURER'S REQUIREMENTS AND SHALL BE APPROVED FOR THE SPECIFIC APPLICATION.
4. COORDINATE ALL ATTACHMENTS WITH ARCHITECT AND STRUCTURAL ENGINEER.
5. REFER TO SPECIFICATIONS FOR MORE INFORMATION ON APPROVED ATTACHMENT METHODS.
6. REFER TO SPECIFICATIONS FOR REQUIREMENTS RELATING TO SEISMIC INSTALLATIONS.

2 DUCT SUPPORT AND GRILLE
NTS



NOTES:
1. SPIN-IN FITTINGS W/ SCOOPS ARE NOT ACCEPTABLE
2. REF PLANS FOR RUNOUT SIZES
3. 45° LEAD IN

1 HIGH EFFICIENCY BRANCH DUCT FITTING
NTS

VENTILATION SUMMARY, 2023 FLORIDA MECHANICAL CODE TABLE 403.3

ZONE NAME	UNIT(S)	COOLING/HEATING SUPPLY (CFM)	FLOOR AREA (SF)	CFM/SF	PEOPLE NO. PEOPLE	PEOPLE CFM/PERSON	UNADJUSTED MIN. O/A REQ. (CFM)	PEOPLE O/A REQ. (CFM)	COMBINED O/A REQ. (CFM)	O/A SUPPLIED	NOTES
PICKUP STORAGE	RTU-20	3700	3477	0.06	9	10	209	90	299	YES	
TOTAL AREA		3700	3477				209	90	299		

GENERAL NOTES:
1. OCCUPANCY LOAD VENTILATION RATES ARE BASED ON NET OCCUPIABLE SPACE IN ACCORDANCE WITH 2023 FLORIDA MECHANICAL CODE TABLE 403.3.
2. ANTICIPATED NUMBER OF PEOPLE (BASED ON HISTORICAL WALMART DATA) WAS USED TO CALCULATE OUTSIDE AIR REQUIREMENTS. WHERE WALMART DATA WAS NOT AVAILABLE, AN OCCUPANCY LOAD FACTOR (CFM/SF) VALUE (BASED ON 2023 FLORIDA MECHANICAL CODE TABLE 403.3) WAS USED TO CALCULATE OUTSIDE AIR REQUIREMENTS.

NOTES:
A. UNIT(S) PROVIDED WITH A CO2 SENSOR TO MONITOR AND LIMIT THE CO2 LEVEL TO A MAXIMUM OF 1000 PPM AS RECOMMENDED BY ASHRAE 62.1. ABOVE 1000 PPM THE ECONOMIZER IS ACTIVATED TO INCREASE OUTSIDE AIR VENTILATION RATE ABOVE THE MINIMUM SETPOINT TO DECREASE CO2 LEVEL BELOW 1000 PPM.
B. RESTROOMS USE EXHAUST FANS TO DRAW TRANSFER AIR FROM THE SALES FLOOR IN EXCESS OF THE REQUIRED VALUES OF 75 CFM PER FIXTURE (TOILET/URINAL).

AIR DEVICE SCHEDULE

MARK	SERVICE	MANUFACTURER	MODEL	STYLE	FRAME TYPE	FACE SIZE	NOTES
CD	SUPPLY AIR	TUTTLE & BAILEY E.H.PRICE CARNES	S1200 SCD SPTB	ROUND NECK CEILING DIFFUSER	LAY-IN	24"x24"	B, D, E
CD1	SUPPLY AIR	TUTTLE & BAILEY E.H.PRICE CARNES	M SMD SKFA	ROUND NECK CEILING DIFFUSER	SURFACE MOUNT	REFER TO DRAWINGS	B, E, I, L, M, N
RAG	RETURN AIR	TUTTLE & BAILEY E.H.PRICE CARNES	CRE500 80TB RAPAH	1/2"x1/2"x1/2" EGGCRATE CEILING GRILLE	LAY-IN	24"x24"	C, D, E, F
RAG1	RETURN AIR	TUTTLE & BAILEY E.H.PRICE CARNES	CRE500 50F RAPAF	1/2"x1/2"x1/2" EGGCRATE CEILING GRILLE	SURFACE MOUNT	REFER TO DRAWINGS	C, E, I, M, N
RAW	RETURN AIR	TUTTLE & BAILEY E.H.PRICE CARNES	T75 S10Z RSRBH	FIXED BLADE WALL GRILLE	SURFACE MOUNT	REFER TO DRAWINGS	B, E, I
SAW	SUPPLY AIR	TUTTLE & BAILEY E.H.PRICE CARNES	T64 S2GDS RTDBV	LOUVERED FACE REGISTER	SURFACE MOUNT	REFER TO DRAWINGS	B, E, F, I
TG1	TRANSFER AIR	TUTTLE & BAILEY E.H.PRICE CARNES	CRE500 80F RAPAF	1/2"x1/2"x1/2" EGGCRATE CEILING GRILLE	SURFACE MOUNT	REFER TO DRAWINGS	C, D, E, F

VOLUME / BALANCE DAMPER SCHEDULE

TYPE	MANUFACTURER / MODEL
ROUND	AES / WMVCD RUSKIN / WMRS25
RECTANGULAR	AES / AMD4 RUSKIN / WMD25

GENERAL INFORMATION (ALL DEVICES)
1. INSTALL BOTTOM OF WALL MOUNTED AIR DEVICES AT ELEVATION INDICATED ON DRAWINGS UNLESS NOTED OTHERWISE.
2. BALANCE DAMPER CONTACTS:
AES - (800) 789-2402
RUSKIN - (816) 761-7476

NOTES:
A. 6-WAY (D8)-(3B) OR 4-WAY (D84-D88) THROW UNLESS SHOWN OTHERWISE WITH FLOW ARROWS ON PLAN.
B. ALL STEEL CONSTRUCTION.
C. ALL ALUMINUM CONSTRUCTION.
D. BRANCH DUCT SIZE SHALL BE SAME AS NOTED DIFFUSER NECK SIZE UNLESS NOTED OTHERWISE.
E. STANDARD WHITE FINISH.
F. PROVIDE NECK FOR DUCT CONNECTION.
G. DROP BOX DIFFUSERS FURNISHED BY OWNER INSTALLED BY CONTRACTOR, REFERENCE SPECIFICATIONS.
H. PROVIDE INTEGRAL OPPOSED BLADE DAMPERS ON ALL DRUM LOUVERS ON DROP BOXES WITH BRANCH DUCTWORK ATTACHED TO THE SUPPLY PLENUM.
I. PROVIDE MANUFACTURER'S OPPOSED BLADE DAMPER ACCESSIBLE THROUGH FACE UNLESS NOTED OTHERWISE.
J. PROVIDE WITH FASTENERS FOR COMPLETE NON-HINGED REMOVABILITY OF GRILLE, DO NOT PROVIDE FILTER UNLESS NOTED OTHERWISE.
K. TWO 2" SLOTS WITH MANUFACTURER'S INSULATED PLENUM (TUTTLE & BAILEY I.P. PRICE JSPI, CARNES CXPC.)
L. REFER TO PLANS FOR DIRECTIONAL ARROWS INDICATING CFM THROWS FOR PROPER GRILLE SELECTION. NO DIRECTIONAL ARROWS INDICATES 4-WAY THROW.
M. PROVIDE ROUND NECK ADAPTER
N. PROVIDE CEILING TRANSITION REGISTER BOX WITH 16" OR 24" PLATE FOR ROUGH-IN.
O. PROVIDE BORDER TYPE TO MATCH CEILING CONSTRUCTION WITH EXPOSED BORDER MOUNTING. PROVIDE LINEAR SLOTS WITH NO EXPOSED MOUNTING SCREWS.
P. SUPPLY AIR LINEAR SLOT DIFFUSER SHALL HAVE FOUR (4) 2" SLOTS, WITH DEFLECTORS FOR VERTICAL THROW, REFER TO PLANS FOR DIRECTIONAL ARROWS INDICATING CFM THROWS.
Q. RETURN AIR LINEAR SLOT DIFFUSER SHALL HAVE EIGHT (8) 1" SLOTS, WITH NO DEFLECTORS.
R. FURNISH WITH MANUFACTURER'S INSULATED PLENUM.
S. FURNISH WITH FACTORY OR FIELD INSTALLED CABLE OPERATED DAMPER, OPERABLE FROM THE FACE OF THE DIFFUSER.

EXISTING CONDITIONS WERE TAKEN FROM ORIGINAL DRAWINGS AND MAY NOT REFLECT EXACT "AS-BUILT" CONDITIONS. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO SUBMITTING FINAL BIDS. CONTRACTOR SHALL CAREFULLY COORDINATE NEW WORK AND DEMOLITION WITH ALL OTHER DISCIPLINES AND EXISTING CONDITIONS.

EACH SUBCONTRACTOR IS RESPONSIBLE FOR HAVING A THOROUGH KNOWLEDGE OF ALL DRAWINGS AND SPECIFICATIONS IN THEIR RELATED FIELD. THE FAILURE TO ACQUAINT THEMSELF WITH THIS KNOWLEDGE DOES NOT RELIEVE THE RESPONSIBILITY OF PERFORMING THE WORK PROPERLY. NO ADDITIONAL COMPENSATION SHALL BE ALLOWED BECAUSE OF CONDITIONS THAT OCCUR DUE TO FAILURE TO FAMILIARIZE WORKERS WITH THIS KNOWLEDGE.

CUHACI PETERSON
2900 Maitland Center Parkway Suite 4500 Maitland, FL 32751
Florida Corporate Certificate of Authorization #3000
P (407) 661-9100
F (407) 661-9101
cuhaci-peterson.com

STIPULATION FOR REUSE

CONSULTANTS

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STORE NO. 05971 - 276
JOB NUMBER: 20A0347 PHOTO: H90

ISSUE BLOCK

1	PR#1	02/16/26
2	PR#4	08/14/26

CHECKED BY: JM
DRAWN BY: WT
PROTO CYCLE: 08/14/26
DOCUMENT DATE: 11/07/25

This item has been digitally signed and sealed by Jose L. Diaz-Velazquez, PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies. 2026.06.17 12:28:11-04'00'

JOSE L DIAZ-VELAZQUEZ LICENSE No. 78474 STATE OF FLORIDA PROFESSIONAL ENGINEER

MECHANICAL DETAILS & SCHEDULES

SHEET: OPDM2

523

ELECTRICAL SYMBOLS LEGEND

(SYMBOLS APPLY ONLY WHEN USED ON DRAWINGS)

SYMBOL	DESCRIPTION
	LIGHT FIXTURE (WALL MOUNTED/CEILING MOUNTED)
	LIGHT FIXTURE
	LIGHT FIXTURE, NIGHT LIGHT
	VOLUMETRIC LIGHT FIXTURE
	TRACK LIGHTING
	EXIT FIXTURE (WALL MOUNTED/CEILING MOUNTED)
	EMERGENCY LIGHT (WALL MOUNTED/CEILING MOUNTED)
	EMERGENCY LIGHT REMOTE HEADS (WALL MOUNTED/CEILING MOUNTED)
$	SINGLE POLE SWITCH
$3	3-WAY SWITCH
$4	4-WAY SWITCH
$K	KEYED SWITCH
$D	DIMMER SWITCH
$VS	VARIABLE SPEED SWITCH
$M	MANUAL MOTOR SWITCH
$OS	SINGLE POLE OCCUPANCY SENSOR SWITCH
$OS2	DOUBLE POLE OCCUPANCY SENSOR SWITCH
OCS	OCCUPANCY SENSOR SWITCH, FOUR-DIRECTION SENSING
OS	OCCUPANCY SENSOR SWITCH, ONE-DIRECTION SENSING
	RECEPTACLE, DUPLEX
	RECEPTACLE, DUPLEX, MOUNTED HORIZONTALLY
	RECEPTACLE, GFI
	RECEPTACLE, DUPLEX FLUSH FLOOR
	RECEPTACLE, DUPLEX ISOLATED GROUND FLUSH FLOOR
	RECEPTACLE, DOUBLE DUPLEX
	RECEPTACLE, DUPLEX ISOLATED GROUND
	RECEPTACLE, DOUBLE DUPLEX, ISOLATED GROUND
	RECEPTACLE, SIMPLEX TWIST LOCK, L5-15R, UNO
	RECEPTACLE, SIMPLEX TWIST LOCK, ISOLATED GROUND, L5-15R, UNO
	RECEPTACLE, DUPLEX TWIST LOCK, L5-15R, UNO
	RECEPTACLE, DUPLEX TWIST LOCK, ISOLATED GROUND, L5-15R, UNO
	RECEPTACLE, SPECIAL
	RECEPTACLE, SIMPLEX
	RECEPTACLE, PLUG-MOLD
J	JUNCTION BOX (WALL MOUNTED/CEILING MOUNTED)
T	THERMOSTAT (WALL MOUNTED/CEILING MOUNTED)
A	ALARM JUNCTION BOX (WALL MOUNTED/CEILING MOUNTED)
R	ALARM JUNCTION BOX, FOR REMOTE TEST/RESET (WALL MOUNTED/CEILING MOUNTED)
S	SMOKE DETECTOR
	NON-FUSED DISCONNECT
	FUSED DISCONNECT
	EQUIPMENT CONNECTION POINT PROVIDED WITH EQUIPMENT
	CIRCUIT, CONCEALED IN WALLS OR CEILING, E INDICATES EXISTING WIRING
	CIRCUIT, CONCEALED IN SLAB FLOOR, E INDICATES EXISTING WIRING
	CIRCUIT, EXPOSED, E INDICATES EXISTING WIRING
	LOW VOLTAGE WIRING
	CONDUIT SLEEVE
	FLUSH MOUNTED PANELBOARD
	SURFACE MOUNTED PANELBOARD
	TELEPHONE / DATA BOX FOR ISD
	LOW VOLTAGE CABLE BOX FOR OTHER
	TELEPHONE, FLUSH FLOOR
	MOTOR
	TELEPOWER POLE
	PUSH BUTTON
B	BUZZER
SS	SAIL SWITCH JUNCTION BOX
	HORN / STROBE
DH	DOOR HOLD OPEN
TC	TIME CLOCK

ABBREVIATIONS

a, b, c	LOWER CASE LETTERS INDICATE SWITCHING CONFIGURATION
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
C	CONDUIT
CCT	CIRCUIT
CF	CEILING FAN
CW	CASH WRAP
EC	ELECTRICAL CONTRACTOR
EF	EXHAUST FAN
ETR	EXISTING TO REMAIN
EWC	ELECTRIC WATER COOLER
G	GROUND
GC	GENERAL CONTRACTOR
GFEP	GROUND FAULT EQUIPMENT PROTECTION
GFI	GROUND FAULT CIRCUIT INTERRUPTER
HD	HAND DRYER
IG	ISOLATED GROUND
LCU	LIGHTING CONTROL UNIT
NL	NIGHT LIGHT
NTS	NOT TO SCALE
REC	REFRIGERATION ELECTRICAL CONTRACTOR
RC	REFRIGERATION CONTRACTOR
RH	RADIANT HEATER
SC	SECURITY CAMERA
TR	TAMPER RESISTANT
TYP	TYPICAL
UH	UNIT HEATER
UNO	UNLESS NOTED OTHERWISE
WH	WATER HEATER
WP	WEATHER PROOF
WR	WEATHER RESISTANT

GENERAL LIGHTING NOTES

1. EXIT SIGN MOUNTING
   A. WALL FIXTURE: CENTER 12" ABOVE DOOR OPENING.
   B. CEILING FIXTURE: ON CEILING OR AT HEIGHT SPECIFIED ON DRAWINGS.
   C. PENDANT FIXTURE: MATCH HEIGHT OF EXISTING PENDANT MOUNTED EXIT SIGNS. IF STORE DOES NOT HAVE PENDANT MOUNTED EXIT SIGNS, THEN PENDANT MOUNT SIGN 24" BELOW BOTTOM OF BAR JOIST.
   D. VERIFY MOUNTING HEIGHT WITH AHJ.
   E. COORDINATE LOCATIONS OF EXIT SIGNS TO ENSURE STORE SIGNAGE DOES NOT OBSTRUCT THEIR VIEW.
   F. THE USE OF TRITIUM BASED RADIOACTIVE EXIT SIGNAGE IS PROHIBITED.
2. EMERGENCY LIGHT FIXTURE INSTALLATION
   A. EXIT SIGNS, EMERGENCY LIGHTS AND NIGHT LIGHTS SHALL NOT BE SWITCHED.
   B. MOUNTING
      a. WALL FIXTURE: 12" BELOW FINISHED CEILING OR +10'-0" IN AREAS OF EXPOSED STRUCTURE, UNLESS NOTED OTHERWISE.
      b. PENDANT FIXTURE: BOTTOM CHORD OF BAR JOIST OR AT HEIGHT SPECIFIED ON DRAWINGS.
      c. REMOTE HEAD FIXTURE: HEADS CENTERED ABOVE DOOR OPENING +5'-0" UNLESS NOTED OTHERWISE AND BATTERY PACK MOUNTED ON INTERIOR SIDE OF WALL 12" BELOW FINISHED CEILING OR AT BAR JOIST IN AREAS OF EXPOSED STRUCTURE.
   C. REFER TO MANUFACTURER'S WRITTEN INSTRUCTIONS. ALLOW BATTERY TO CHARGE CONTINUOUSLY FOR A MINIMUM OF 24 HOURS BEFORE INITIAL TESTING.
   D. AFTER EMERGENCY LIGHT HAS BEEN POWERED DO NOT TURN OFF FOR EXTENDED PERIODS OF TIME.
3. IN AREAS OF OPEN STRUCTURE, MOUNT STRIP FIXTURE TO BOTTOM CHORD OF BAR JOIST, UNLESS NOTED OTHERWISE.
4. FIXTURES DENOTED WITH "ABJ" ARE TO BE FASTENED ON UNISTRUT CHANNELS MOUNTED TO THE BOTTOM SIDE OF THE TOP CHORD OF BAR JOISTS. LOCATE THE FIXTURES RUNNING PERPENDICULAR TO BAR JOISTS WITHIN BAR JOISTS WEBBING SPACES. DO NOT FASTEN FIXTURE OR UNISTRUT CHANNELS TO ROOF DECK.
5. CONTRACTOR SHALL PROVIDE ALL UNISTRUT AND HARDWARE NECESSARY TO SPAN BAR JOIST AS REQUIRED FOR A COMPLETE INSTALLATION OF THE LIGHTING SYSTEM.
6. PROVIDE SEPARATE BOXES FOR GANGED SWITCHES ON SEPARATE BRANCH CIRCUITS.
7. CONTRACTOR IS RESPONSIBLE FOR THE COMPLETE INSTALLATION OF THE LIGHTING SYSTEM AS INDICATED ON PLANS AND/OR AS MODIFIED TO ACCOMMODATE EXISTING OBSTRUCTIONS. IDENTIFY CONFLICTS PRIOR TO ROUGH-IN. WHERE CONFLICTS WITH EXISTING UTILITIES OCCUR, ADJUST FIXTURE LOCATION AS REQUIRED. FIXTURES SHALL BE INSTALLED AS NEAR AS POSSIBLE TO LOCATIONS INDICATED ON PLANS.

GENERAL POWER NOTES

1. TELEPOWER POLE(S): MOUNT JUNCTION BOX(ES) TO TOP SIDE OF BOTTOM CHORD OF BAR JOIST. INSTALL FURNISHED POWER POLE AND TERMINATE WIRING TO JUNCTION BOX. PROVIDE UNISTRUT SUPPORTS AND HARDWARE TO SECURE TELEPOWER POLE PLUMB TO BUILDING STRUCTURE. REF POWER POLE CONNECTION DETAIL.
2. PROVIDE LIQUID-TIGHT FLEXIBLE METAL CONDUIT AND WIRING FROM DISCONNECT SWITCH OR JUNCTION BOX TO EQUIPMENT NAMEPLATE OR ELECTRICAL CONNECTION POINT.
3. WHERE EQUIPMENT NAMEPLATE PROTECTIVE DEVICE RATING DIFFERS FROM SIZE PROVIDED, NOTIFY WALMART CONSTRUCTION MANAGER IMMEDIATELY TO COORDINATE RESOLUTION.
4. ELECTRONIC FIRE PROTECTION/SECURITY: ALARM BOXES AND CONDUITS SHOWN ON POWER PLANS SHALL BE PROVIDED UNDER THIS CONTRACT. IN ADDITION, UNLESS NOTED OTHERWISE, THE FOLLOWING GENERAL NOTES APPLY:
   A. ALL ALARM JUNCTION BOXES SHALL BE 4"X4"X2-1/8" MINIMUM.
   B. ALARM RACEWAYS SHALL BE 3/4" MINIMUM WITH PULL WIRE AND INSULATING BUSHINGS AT END OF VERTICAL RACEWAY RUN.
   C. VERTICAL RACEWAYS FROM ALARM BOXES SHALL BE EITHER CONCEALED INSIDE WALL OR SURFACE MOUNTED (TO MATCH JUNCTION BOX MOUNTING). ALL VERTICAL RUNS SHALL BE TURNED 90 DEGREES AT TOP SIDE OF BOTTOM CHORD OF BAR JOIST AND EXTENDED HORIZONTALLY TO A LOCATION ACCESSIBLE BY VERTICAL FLOOR TYPE LIFT.
5. UPON COMPLETION OF ELECTRICAL INSTALLATION AND PRIOR TO ENERGIZING CIRCUIT:
   A. INSPECT WIRE AND CABLE FOR PHYSICAL DAMAGE.
   B. PERFORM CONTINUITY TEST.
   C. VERIFY PROPER PHASING CONNECTION TO ALL THREE PHASE MOTOR LOADS.
6. CONDUIT AND WIRING TO RTU'S AND AHU'S SHALL BE THROUGH EQUIPMENT CURB, NO ROOF PENETRATIONS OR CONDUITS ROUTED ACROSS ROOF ARE PERMITTED.
7. REFERENCE PROTECTIVE DEVICE SETTINGS REPORT FOR PROTECTIVE DEVICE MANUFACTURER, TYPE, AND SETTING REQUIREMENTS.

KEYNOTES

16.126	EXISTING LIGHT FIXTURE TO BE DEMOLISHED.
16.133	EXISTING LIGHT FIXTURES TO BE RELOCATED TO NEW LOCATION AS SHOWN.
16.201	EXTERIOR SIGN POWER: WHERE ELECTRICAL CONNECTIONS FOR SIGNAGE OCCUR BELOW ROOF LINE, ROUTE POWER TO WALL AT SIGN CONTROL BOX(ES). WHERE ELECTRICAL CONNECTIONS FOR SIGNAGE OCCUR ABOVE ROOF LINE, PROVIDE UNISTRUT TO MOUNT CONTROL BOX(ES) TO BACK SIDE OF PARAPET. LOW VOLTAGE WIRING FROM CONTROL BOX(ES) TO SIGN PROVIDED AND INSTALLED BY OTHERS. REFER TO ARCHITECTURAL DRAWINGS FOR EXACT SIGN LOCATIONS PRIOR TO INSTALLATION. PROVIDE ONLY ONE PENETRATION THROUGH THE ROOF. REF ARCHITECTURAL EXTERIOR WALL SECTIONS AND SIGN ATTACHMENT FOR ROOF AND PARAPET PENETRATION REQUIREMENTS.

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READY FOR DECISION

Planning & Zoning Division

November 13, 2026

Project #: 2025.09.5739

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

VOICE/DATA ROUGH-IN SCHEDULE

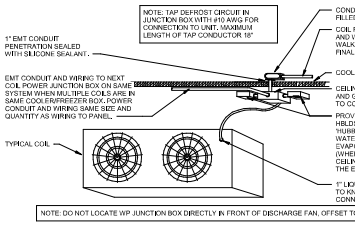
DROP	ROUGH-IN NOTES:
V_A	FLUSH MOUNT JUNCTION BOX AT +20" (UNO) WITH (1) 1" CONDUIT STUBBED 12" ABOVE LAY-IN CEILING.
V_B	FLUSH MOUNT JUNCTION BOX AT +20" (UNO) WITH (1) 1" CONDUIT ROUTED TO NEAREST ACCESSIBLE CEILING SPACE.
V_C	SURFACE MOUNT JUNCTION BOX AT +66" (UNO) WITH (1) 1" CONDUIT STUBBED TO ACCESSIBLE CEILING SPACE.
V_I	SURFACE MOUNT JUNCTION BOX ADJACENT TO PACK CONTROLLER WITH (1) 3/4" CONDUIT STUBBED TO BUILDING ACCESSIBLE CEILING SPACE. COORDINATE PACK CONTROLLER JUNCTION BOX LOCATION WITH BAS INSTALLER.

SCHEDULE GENERAL NOTES:

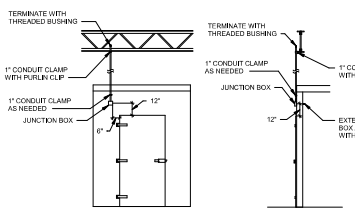
1. ALL JUNCTION BOXES SHALL BE DOUBLE GANG WITH SINGLE GANG PLASTER RING UNLESS NOTED OTHERWISE ON SCHEDULE.
2. ALL JUNCTION BOXES TO BE ROUGH-ED IN AT SCHEDULED HEIGHT UNLESS NOTED OTHERWISE ON DRAWINGS.
3. ALL CONDUITS SHALL BE TERMINATED WITH BUSHINGS.
4. PROVIDE PULL WIRE WITH EACH EMPTY RACEWAY (JUNCTION BOX/CONDUIT) INSTALLED.
5. CONDUIT RUNS SHALL HAVE NO MORE THAN 90 DEGREES OF TRANSITION BETWEEN PULL BOXES.
6. WHERE CONDUIT(S) TRAVERSE AREAS WITH CEILINGS OPEN TO STRUCTURE, CONDUIT(S) SHALL BE CONCEALED AS WELL AS POSSIBLE FROM VIEW FROM CUSTOMER AREA.
7. FOR CONDUIT RUNS SCHEDULED WITH 1-1/2" OR LARGER CONDUIT UTILIZE LARGE RADIUS SWEEPS AT POINTS OF TRANSITION.
8. ACCESSIBLE CEILING SPACE SHALL BE CONSIDERED 12 INCHES ABOVE A LAY-IN CEILING OR ABOVE BAR JOIST ACCESSIBLE BY A SCISSOR LIFT FOR AREAS OPEN TO STRUCTURE.

GENERAL NOTES

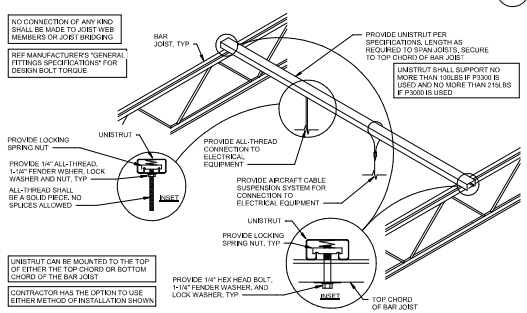
1. FURNISH AND INSTALL ALL MATERIALS, EQUIPMENT, AND LABOR, FOR A COMPLETE INSTALLATION IN ALL RESPECTS, READY FOR INTENDED USE AND IN STRICT ACCORDANCE WITH NEC, NESC, STATE, AND LOCAL CODES, AND MANUFACTURER'S RECOMMENDATIONS. PAY ALL NECESSARY FEES AND PERMITS.
   A. NO CIRCUITRY SHALL BE ALLOWED TO BE ROUTED ACROSS THE ROOF OR THE EXTERIOR SIDE OF THE EXTERIOR WALLS.
   B. ALL EQUIPMENT SHALL BE UL LISTED WHERE APPLICABLE.
   C. ARRANGE ALL WORK TO MINIMIZE DISRUPTIONS TO STORE OPERATIONS. COORDINATE ALL DISRUPTIONS WITH WALMART CONSTRUCTION MANAGER AND STORE MANAGER.
   D. CONTRACTOR SHALL VERIFY ALL WALL THICKNESS BEFORE INSTALLING BOXES. FURNISH AND INSTALL EXTENDED BOXES OR BOX EXTENDERS WHERE REQUIRED.
   E. CONTRACTOR SHALL VERIFY THAT ALL AFFECTED PANELBOARDS HAVE CIRCUIT BREAKER KNOCKOUTS PROPERLY COVERED AND FILL TRIM IN GOOD CONDITION, ALLOWING NO ACCESS TO LIVE PARTS.
2. PROVIDE SEALS AT RACEWAY PENETRATIONS AS FOLLOWS:
   A. FIRE RATED WALLS: SEAL PER SPECIFICATIONS FOR FIRE STOPPING.
   B. NEUTRALIZATION AREA: SEAL PER MECHANICAL DETAIL.
   C. FREEZER/COOLER BOXES: SEAL WITH EXPANDING FOAM SEALANT.
   D. EXTERIOR: REFER TO ARCHITECTURAL DOCUMENTS FOR SEALING REQUIREMENTS AT ALL EXTERIOR MOUNTED DEVICES, FIXTURES, ENCLOSURES, AND RACEWAY PENETRATIONS.
3. PROVIDE A SEPARATE EQUIPMENT GROUNDING CONDUCTOR (SIZE PER NEC) IN PVC TYPE CONDUIT, POWER AND LIGHTING CIRCUITS, ISOLATED GROUND CIRCUITS, OR AS SHOWN ON PLANS. CONDUIT SHALL BE SIZED PER NEC BASED ON THWN 600 VOLT COPPER SINGLE CONDUCTORS, PLUS THE EQUIPMENT GROUNDING CONDUCTOR.
4. WIRING DEVICES: DEVICE MOUNTING HEIGHTS ARE FROM FINISHED FLOOR TO CENTER OF OUTLET BOX UNLESS NOTED OTHERWISE ON PLANS. COORDINATE THE STANDARD MOUNTING HEIGHTS WITH MASONRY:
   A. SWITCHES +44"
   B. RECEPTACLES +20"
   C. VOICE/DATA +20"
5. WIRING SHALL INCLUDE FINAL CONNECTION TO ALL EQUIPMENT IN CONFORMANCE WITH EQUIPMENT SUPPLIER WIRING DIAGRAMS.
6. CONTRACTOR IS RESPONSIBLE FOR PROVIDING AN UPDATED AND COMPLETE TYPEWRITTEN CIRCUIT IDENTIFICATION SCHEDULE FOR EVERY PANELBOARD AFFECTED BY THIS PROJECT.
7. NEW BRANCH CIRCUIT OVERCURRENT PROTECTIVE DEVICES INSTALLED IN EXISTING PANELBOARDS OR DISTRIBUTION BOARDS SHALL MATCH THE TYPE AND AIC RATING OF EXISTING OVERCURRENT PROTECTIVE DEVICES.
8. BRANCH CIRCUIT CONDUCTORS SHALL BE MINIMUM #12 AWG UNLESS NOTED OTHERWISE IN SCHEDULES. WHERE 20A BRANCH CIRCUITS HAVE #8 AND LARGER WIRE SPECIFIED, #10 AWG WIRE SHALL BE USED FOR THE FINAL CONNECTION (15-FT MAXIMUM).
9. WHERE BRANCH CIRCUITS ARE GROUPED, SIZE CONDUIT AND DERATE CURRENT CARRYING CONDUCTORS PER NEC.
10. PROVIDE UL LISTED HANDLE TIES ON ALL MULTIWIRE BRANCH CIRCUITS PER NEC REQUIREMENTS.
11. SUPPORTS FROM STRUCTURE: NO ATTACHMENT OF ANY TYPE SHALL BE MADE TO BRIDGING OR JOIST WEB MEMBERS. USE ONLY THE TOP AND BOTTOM CHORDS FOR SUPPORTING THE ELECTRICAL SYSTEM INSTALLATIONS.
12. DEVICES SHOWN ON COOLER/FREEZER PANELS SHALL BE SURFACE MOUNTED UNLESS NOTED OTHERWISE. SEAL DEVICES TO COOLER/FREEZER PANELS WITH SILICONE SEALANT.
13. SURFACE MOUNTED CONDUIT ON COOLER/FREEZER PANELS OR IN FOOD PREP AREAS SHALL BE INSTALLED WITH GALVANIZED 12" STANDOFF CONDUIT HANGERS TO ALLOW FOR CLEANING.
14. ONLY FEEDER CIRCUITS NOTED ON THE ONE LINE DIAGRAM AND BRANCH CIRCUITS NOTED BY LEGEND SHALL BE INSTALLED UNDER SLAB. PROVIDE EXTERIOR COATED GRC BENDS ON ALL CONDUIT RUNS THAT HAVE 45 DEGREE BENDS OR GREATER, REFER TO SPECIFICATION SECTION 16.100 FOR UNDER SLAB.
15. SEISMIC ZONE REQUIREMENTS: PROVIDE EXPANSION COUPLINGS AND BRACING FOR ELECTRICAL EQUIPMENT AS REQUIRED BY LOCAL CODES.
16. EXISTING ELECTRICAL AND ALARM:
   A. WHERE DEMOLITION OR NEW CONSTRUCTION INTERRUPTS EXISTING ELECTRICAL CIRCUITS FEEDING EXISTING EQUIPMENT, DEVICES, OR LIGHTING TO REMAIN, BUT NOT SHOWN ON DRAWINGS, PROVIDE LABOR AND MATERIALS TO REWORK CIRCUITRY, AS REQUIRED, TO MAINTAIN EXISTING OPERATION.
   B. IF DEMOLITION OR NEW CONSTRUCTION WILL DISRUPT EXISTING UNDERGROUND SERVICES (ELECTRICAL, TELEPHONE, PARKING LOT LIGHTING CIRCUITRY, ETC.) PROVIDE ALL MATERIALS AND LABOR AS REQUIRED TO REROUTE, SLEEVE, OR OTHERWISE REWORK THESE SERVICES TO MAINTAIN THEIR EXISTING OPERATION.
   C. EXERCISE CAUTION AROUND ALARM AND SECURITY CABLES DURING DEMOLITION AND CONSTRUCTION. PROTECT ALARM AND SECURITY CABLES FROM ACCIDENTAL DAMAGE SO THAT SYSTEMS REMAIN OPERATIONAL AT ALL TIMES.
   D. DISPOSE OF ALL REMOVED MATERIALS, UNLESS OTHERWISE NOTED.
17. EXISTING ELECTRICAL DEMOLITION:
   A. GENERAL: REMOVE OR RELOCATE EXISTING ELECTRICAL EQUIPMENT, CONDUIT AND CONDUCTORS AS INDICATED ON THE DRAWINGS, OR ONLY AS REQUIRED BY DEMOLITION. REMOVE ALL PANELBOARDS, DISCONNECT SWITCHES, BOXES, RELAYS, TIME SWITCHES, LIGHTS, DEVICES, ETC., WHICH WILL NOT BE REUSED.
   B. SALES FLOOR: REMOVE UNUSED POWER DROP CONDUIT, CONDUCTORS AND RELATED DEVICES SERVING SALES AREA GONDOLAS BEING RELOCATED OR REMOVED. EXISTING CONDUIT AND CONDUCTORS MAY BE REUSED FOR NEW POWER DROPS WHERE SIZE, RATING, AND CONDITION MEET REQUIREMENTS INDICATED ON PLANS AND ALL RATINGS. REMOVE ALL UNUSED CONDUIT AND CONDUCTORS BACK TO POINT OF ORIGIN WHEREVER FEASIBLE. IF CIRCUIT IS NOT REUSED, REMOVE CIRCUIT BREAKER AND REPLACE WITH FILLER PLATE. EXCEPTION: DISTRIBUTION AND POWER SWITCH BREAKERS SHALL BE ETR AS "SPARE". PROVIDE HANDLE LOCK OFF DEVICE TO LOCK "SPARE" CIRCUIT BREAKER IN THE "OFF" POSITION. UPDATE TYPEWRITTEN CIRCUIT IDENTIFICATION SCHEDULE AS "SPACE" OR "SPARE".
   C. CONDUIT AND WIRING TO BE ABANDONED IN CEILING SPACES AND OTHER NON-PUBLIC AREAS (I.E., THROUGH STOCKROOM AREA): CUT WIRING LOOSE AND REMOVE FROM RACEWAY(S). LEAVING RACEWAY(S) IN PLACE. CONDUIT TO BE ABANDONED IN WALLS OR FLOORS SHALL BE REMOVED BACK TO FINISHED SURFACE AND CAPPED INSIDE. REPAIR SURFACE(S) TO MATCH ADJACENT.
   D. ALL CIRCUIT BREAKERS SERVING BRANCH CIRCUITS TO BE REMOVED SHALL ALSO BE REMOVED. REMOVE CIRCUIT BREAKER AND REPLACE WITH FILLER PLATE. EXCEPTION: DISTRIBUTION AND POWER SWITCH BREAKERS SHALL BE ETR AS "SPARE". PROVIDE HANDLE LOCK OFF DEVICE TO LOCK "SPARE" CIRCUIT BREAKER IN THE "OFF" POSITION. UPDATE TYPEWRITTEN CIRCUIT IDENTIFICATION SCHEDULE AS "SPACE" OR "SPARE".
   E. DEMOLISHED FLUORESCENT LIGHT FIXTURES: REFER TO SELECTIVE SITE DEMOLITION SPECIFICATION FOR DISPOSAL OF LIGHT FIXTURE.
   F. BUILDING COMPONENTS ABANDONED BY THE SCOPE OF WORK SHALL BE SECURED TO PREVENT FALLING, LOOSENING, OR CREATING DAMAGE OF ANY KIND IN THE FUTURE.
18. DATA AND PHONE CONDUIT INSTALLATION MILESTONE DATE: ALL RACEWAY AND CONDUIT SLEEVES FOR DATA AND PHONE CABLING TO BE INSTALLED 3 WEEKS PRIOR TO CONTRACT SUBSTANTIAL COMPLETION DATE.
19. ETHERNET CABLE:
   A. FURNISH AND INSTALL JUNCTION BOXES AS SHOWN ON PLANS. PROVIDE CONDUIT AS REQUIRED BY LOCAL CODES AND/OR ORDINANCES.
   B. ETHERNET CABLE IS FURNISHED BY OTHERS.
   C. ELECTRICAL CONTRACTOR SHALL INSTALL CABLE IN POWER POLES.
   D. ELECTRICAL CONTRACTOR SHALL INSTALL OTHER CABLE AS DIRECTED BY WALMART CONSTRUCTION MANAGER.



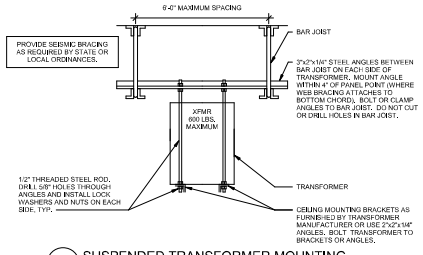
5 EVAPORATOR COIL WIRING
NTS



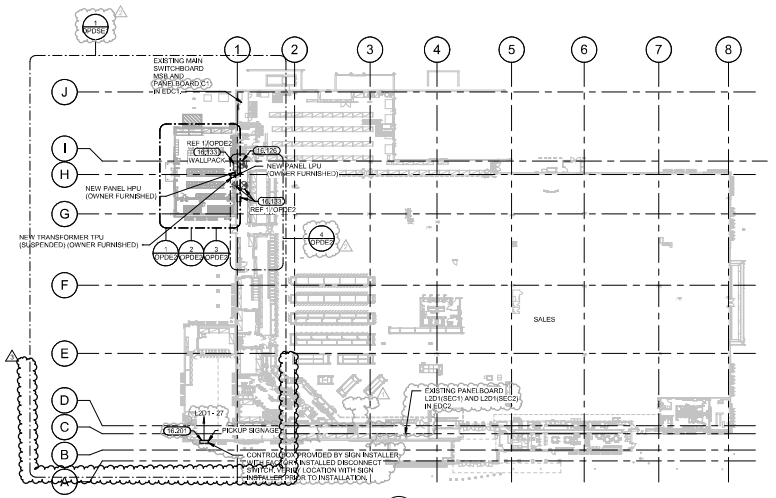
4 AP REPEATER
NTS



3 GENERAL ELECTRICAL CONNECTIONS TO STRUCTURE
NTS



2 SUSPENDED TRANSFORMER MOUNTING
NTS



1 OPD KEY PLAN
1" = 40'-0"

EXISTING CONDITIONS WERE TAKEN FROM ORIGINAL DRAWINGS AND MAY NOT REFLECT EXACT "AS-BUILT" CONDITIONS. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO SUBMITTING FINAL BIDS. CONTRACTOR SHALL CAREFULLY COORDINATE NEW WORK AND DEMOLITION WITH ALL OTHER DISCIPLINES AND EXISTING CONDITIONS.

EACH SUBCONTRACTOR IS RESPONSIBLE FOR HAVING A THOROUGH KNOWLEDGE OF ALL DRAWINGS AND SPECIFICATIONS IN THEIR RELATED FIELD. THE FAILURE TO ACQUAINT THEMSELF WITH THIS KNOWLEDGE DOES NOT RELIEVE THE RESPONSIBILITY OF PERFORMING THE WORK PROPERLY. NO ADDITIONAL COMPENSATION SHALL BE ALLOWED BECAUSE OF CONDITIONS THAT OCCUR DUE TO FAILURE TO FAMILIARIZE WORKERS WITH THIS KNOWLEDGE.

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STIPULATION FOR REUSE
THE DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF CUHACI PETERSON. THEY ARE NOT TO BE USED BY ANY PERSON OR ENTITY ON ANY PROJECT OTHER THAN THE SPECIFIED PROJECT FOR WHICH THEY HAVE BEEN PREPARED, EXCEPT BY AGREEMENT IN WRITING AND APPROPRIATE COMPENSATION TO CUHACI PETERSON, THEIR REUSE BY OR DISCLOSURE TO ANY UNAUTHORIZED PERSON OR ENTITY WITHOUT SUCH AGREEMENT AND COMPENSATION IS PROHIBITED. ALL UNAUTHORIZED REUSE SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO CUHACI PETERSON.

CONSULTANTS

Walmart
BOYNTON BEACH, FL
2625 S FEDERAL HWY
STORE NO. 03911 - 2276
JOB NUMBER: 2509.0041 | PROTO | 90

ISSUE BLOCK

1	PR#3	06/16/26
2	PR#4	08/14/26
3	PR#5	10/09/26

CHECKED BY: BV
DRAWN BY: AJ/AS
PROTO CYCLE: 06/27/25
DOCUMENT DATE: 11/07/25

Digitally signed by Jaison Moras
Reason: This document has been electronically signed and sealed by Jaison P Moras PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
Date: 2026.10.27 13:57:36-04'07'

FLORIDA LICENSE No 76917 STATE OF FLORIDA PROFESSIONAL ENGINEER
10/06/26

OPD ELECTRICAL DETAILS AND KEY PLAN

SHEET: OPDE1

524

LIGHT FIXTURE SCHEDULE

"OW" FIXTURES AND LAMPS ARE FURNISHED BY THE OWNER FOR INSTALLATION BY THE CONTRACTOR. "GC" FIXTURES AND LAMPS ARE FURNISHED AND INSTALLED BY THE CONTRACTOR.

TYPE	SUPPLIED BY	DESCRIPTION	MANUFACTURER	MODEL	VOLTAGE	INPUT VA	COLOR TEMP	LIGHT SOURCE	LAMP QTY	MOUNTING	COUNT
7	OW	8' STRIP	LITHONIA LIGHTING	CLX L96 1000LM HEF FDL MVOLT GZ10 40K 80CRI PLR1Q WH	120/277	47 VA	4000K	INTEGRAL LED	-	SURFACE	1
13	OW	EXIT SIGN	LITHONIA LIGHTING	LQM S W RG MVOLT EL SD	120/277	3 VA	-	INTEGRAL LED	-	STEM / CEILING / WALL	1
18	OW	EMERGENCY LIGHT	DUAL-LITE	EVHO8DRWM	120/277	3 VA	-	INTEGRAL LED	-	WALL / CEILING	3
50	OW	4' SEALED STRIP	COLUMBIA	LXEM4-40HL-RPAE-U-SSL	120/277	47 VA	4000K	INTEGRAL LED	-	SURFACE	4

REFER TO SHEET OPDSE1 FOR SITE LIGHTING FIXTURE SCHEDULE

DATA SCHEDULE

CABLE	LOCATION - DESCRIPTION	TYPE	P1
DATA/VOICE	CEILING DEVELOPMENT AND PICK UP (OCP)	EXT	2
DATA/VOICE	CEILING DEVELOPMENT AND PICK UP (OCP)	WIRE	2

VOICE SCHEDULE

CABLE	LOCATION - DESCRIPTION	TYPE	P1	PHONE MODEL	KEYSTRIKE / PATCH PANEL	CLOSET
5e/6/6A	CEILING DEVELOPMENT AND PICK UP (OCP)	DROP	2			

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READY FOR DECISION

Planning & Zoning Division

November 12, 2026

Project #: 2025.09.5739

CITY OF BOYNTON BEACH

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GENERAL TELECOM NOTES

1. VOICE/DATA OUTLET BOXES AND CONDUITS PROVIDED BY ELECTRICAL CONTRACTOR

TELECOM SYMBOLS LEGEND

(SYMBOLS APPLY ONLY WHEN USED ON DRAWINGS)

SYMBOLS	DESCRIPTION
▼	VOICE/DATA BOX (BOX AND CONDUIT BY OTHERS)
▽	VOICE/DATA BOX
⊠	TELEPOWER POLE
V-001	CABLE IDENTIFICATION NUMBER
	TYPE (VOICE/DATA)
○	CONDUIT DROP
⊢	CONDUIT SLEEVE

KEYNOTES

16.125 EXISTING LIGHT FIXTURES TO REMAIN UNLESS NOTED OTHERWISE.

16.131 CONNECT TO EXISTING CIRCUIT.

16.223 (6) DUPLEX SECURITY RECEPTACLE TO STRUCTURE STRUCTURE, ROUTE CONDUIT FROM RECEPTACLE ALONG BAR JOIST STRUCTURE AND PENETRATE WALL 2'-0" BELOW ROOF DECK.

16.228 INSTALL 15A TWISTLOCK RECEPTACLE IN PROVIDED JUNCTION BOX WITHIN THE PROVIDED DATA ENCLOSURE. COORDINATE LOCATION WITH CABLE AND TELECOM SERVICES.

16.232 AUTOMATIC DOOR OPERATOR: VERIFY LOCATION WITH MANUFACTURER'S RECOMMENDATIONS PRIOR TO INSTALLATION. ALL DOOR CONTROLS INCLUDING LOW VOLTAGE ROUGH-IN CONDUIT, BACKBOXES AND WIRING BY OTHERS.

16.233 ROOF TOP UNIT IS PROVIDED WITH A HACR RATED CIRCUIT BREAKER AND GFI DUPLEX RECEPTACLE, ALL CIRCUITRY SHALL BE ROUTED IN CONDUIT WITHIN UNIT TO THE TERMINATION POINT.

16.243 INSTALL MANUFACTURER FURNISHED JUNCTION BOX ABOVE DOOR HEADER FOR SECURITY CABLING, PROVIDE 1" CONDUIT (WITH PULL WIRE) FROM JUNCTION BOX TO STRUCTURE. TERMINATE AT BAR JOIST WITH BUSHING. COORDINATE INSTALLATION WITH MANUFACTURER'S REQUIREMENTS.

16.259 CONNECT CIRCUITRY TO FACTORY PROVIDED DISCONNECT SWITCH, E.C. SHALL INSTALL PROVIDED DOOR SWITCH PER MANUFACTURER'S RECOMMENDATIONS.

16.420A PROVIDE WP JUNCTION BOX WITH COVERPLATE AT 8'-6" AFG FOR MOUNTING OF EXTERIOR CAMERA, PROVIDE 3/4" CONDUIT THROUGH EXTERIOR WALL TO ABOVE BAR JOIST AND TERMINATE WITH BUSHING.

16.472 FURNISH AND INSTALL NEW CIRCUIT BREAKER (###-#P) IN EXISTING PANELBOARD INDICATED, E.C. SHALL MATCH MANUFACTURER, TYPE AND AIC RATING OF EXISTING CIRCUIT BREAKERS.

16.492 E.C. SHALL COORDINATE WITH GENERAL CONTRACTOR AND ARCHITECTURAL DEMOLITION PLANS THE EXTENT OF ELECTRICAL DEMOLITION. REMOVE UNUSED DEVICES, BOXES, CONDUITS, AND WIRING BACK TO ORIGINATING JUNCTION BOXES OR PANELBOARDS. REFERENCE POWER PLANS FOR CIRCUITRY TO BE REUSED. DEMOLITION SHALL NOT AFFECT ACTIVE CIRCUITS. IF CIRCUIT IS DEMOLISHED ALL THE WAY TO PANELBOARD, REMOVE CIRCUIT BREAKER AND REPLACE WITH FILLER PLATE. UPDATE TYPEWRITTEN CIRCUIT DIRECTORY IDENTIFYING CIRCUIT AS "SPACE". COORDINATE EXACT REQUIREMENTS WITH EXISTING CONDITIONS PRIOR TO BID.

16.508 INSECT CONTROL: PROVIDE BROWN DEVICE AND MATCHING COVERPLATE.

16.530 AIR DOOR AND CONTROL PANEL: PROVIDE POWER FROM DISCONNECT TO AIR DOOR CONTROL PANEL, PROVIDE AND INSTALL ALL INTERCONNECT WIRING BETWEEN THE CONTROL PANEL, AIR CURTAIN AND DOOR INTERLOCK SWITCH PER MANUFACTURER'S INSTRUCTIONS.

16.609 INSTALL FURNISHED ALARM JUNCTION BOX AT +60", PENETRATE COOLER WALL, AND ROUTE VERTICAL RACEWAY UP EXTERIOR SIDE OF COOLER WALL TO STRUCTURE. MINIMIZE EXPOSED CONDUIT ROUTED INSIDE COOLER BOXES. COORDINATE EXACT LOCATION WITH FIRE ALARM INSTALLER PRIOR TO ROUGH-IN, SEAL CONDUIT SLEEVE AND SLEEVE PENETRATION WITH SILICONE SEALANT AFTER CABLING IS INSTALLED.

16.611 UNITS WITH SMOKE DETECTORS: PROVIDE 3/4" CONDUIT FROM LOW VOLTAGE WIRING COMPARTMENT, DOWN THROUGH ROOF CURB. REFERENCE MECHANICAL SCHEDULES FOR APPLICABLE UNITS.

16.620 AP REPEATER: PROVIDE 1" CONDUIT FROM JUNCTION BOX TO STRUCTURE, PROVIDE 1" CONDUIT FROM BACK OF BOX EXTENDED 2" INTO COOLER, POSITION JUNCTION BOX SO THAT SLEEVE IS 12" ABOVE DOOR ON NON ACTIVE SIDE OF DOOR OR 12" ABOVE ROLL SEAL ON OPPOSITE SIDE OF CONTROLS. TERMINATE EACH CONDUIT END WITH THREADED BUSHINGS, SEAL CONDUIT SLEEVE AND SLEEVE PENETRATION WITH SILICONE SEALANT AFTER CABLING IS INSTALLED.

16.698 CONDUIT SLEEVE: PROVIDE (2) 2" CONDUIT (WITH PULL WIRE) FROM BAR JOIST TO PROVIDED DATA ENCLOSURE AND TERMINATE WITH COUPLER AND THREADED BUSHINGS. COORDINATE FINAL LOCATION WITH CABLE AND TELECOM SERVICES PRIOR TO INSTALLATION.

16.712 SURFACE MOUNT WP JUNCTION BOX ON WALL 24" BELOW COOLER/FREEZER BOX CEILING FOR CONDENSATE DRAIN HEAT TRACE TAPE. PROVIDE LIQUID-TIGHT FLEXIBLE METAL CONDUIT CONNECTION TO HEAT TAPE.

16.715 JUNCTION BOX PROVIDED WITH COOLER/FREEZER PANEL FOR CONNECTION TO LIGHTS, DOOR HEATERS, AND/OR HEATED VENTS. PROVIDE WEATHERPROOF EXTENSION AND COVERPLATE FOR RECESSED JUNCTION BOXES AS REQUIRED. FINAL TERMINATIONS BY REFRIGERATION CONTRACTOR.

REMOVE PICKUP DOOR, AIR CURTAIN, CARD READER, CAMERA ABOVE THE DOOR, AND HARDWARE 16.492

16.492 AIR CURTAIN

16.492 REFRIGERATED CASES

4 OP DEMOLITION ELECTRICAL PLAN
1/16" = 1'-0"

D-PICKTC01

D-PICKPR01 V6399

PICKUP STORAGE

PICKUP FREEZER

PICKUP COOLER

3 OPD TELECOM PLAN
1/8" = 1'-0"

EC SHALL FIELD DETERMINE AND COORDINATE EXACT LOCATION OF TRANSFORMER (AND SECONDARY BREAKER IF APPLICABLE) WITH EXISTING OBSTRUCTIONS AND GC. ENSURE ALL NEC REQUIREMENTS ARE MET AND CLEARANCES ARE MAINTAINED.

16.223 (1) 20A CRANE RECEP LOCATED ON ROOF

WP, WR

LPU-9

LPLA5

LPU-7

LPU-13

MANAGER'S STATION

PRINTER

LPU-1

LPU-15

AP-1

LPU-17

MSB-14, 16, 18

WP, WR

NEW PANEL HPU (OWNER FURNISHED)

NEW PANEL LPU (OWNER FURNISHED)

(1) 30A 3P CB ON ROOF

(1) 2" CONDUIT SLEEVES WITH BUSHINGS ABOVE BAR JOISTS FOR DATA COMMUNICATION, (UNLESS NOTED OTHERWISE). EC TO COORDINATE WITH GC FOR FINAL LOCATION.

ROUTE FEEDER TO HPU THROUGH OPENING IN THIS APPROXIMATE LOCATION. COORDINATE WITH GC ON FINAL LOCATION.

ENCLOSED CIRCUIT BREAKER FOR LPU (OWNER FURNISHED)

ALL CIRCUITRY SHALL BE ROUTED IN CONDUIT WITHIN UNIT TO THE TERMINATION POINT, TYP. OF ALL ROOFTOP EQUIPMENT.

NEW TRANSFORMER 1YU (SUSPENDED) (OWNER FURNISHED)

LPU-11

PICKUP STORAGE

HPU-3,10,12

HPU-1,3,5

30A/3P/NF, +60"

PICKUP FREEZER

PICKUP COOLER

LPU-19

WP, CEILING MOUNTED, P/P

WP, WR, GFCI RECEPTACLE FOR CO2 CHARGING STATION

LPU-20

2 OPDE1

4 OPDE1

16.620

16.715

16.609

16.712

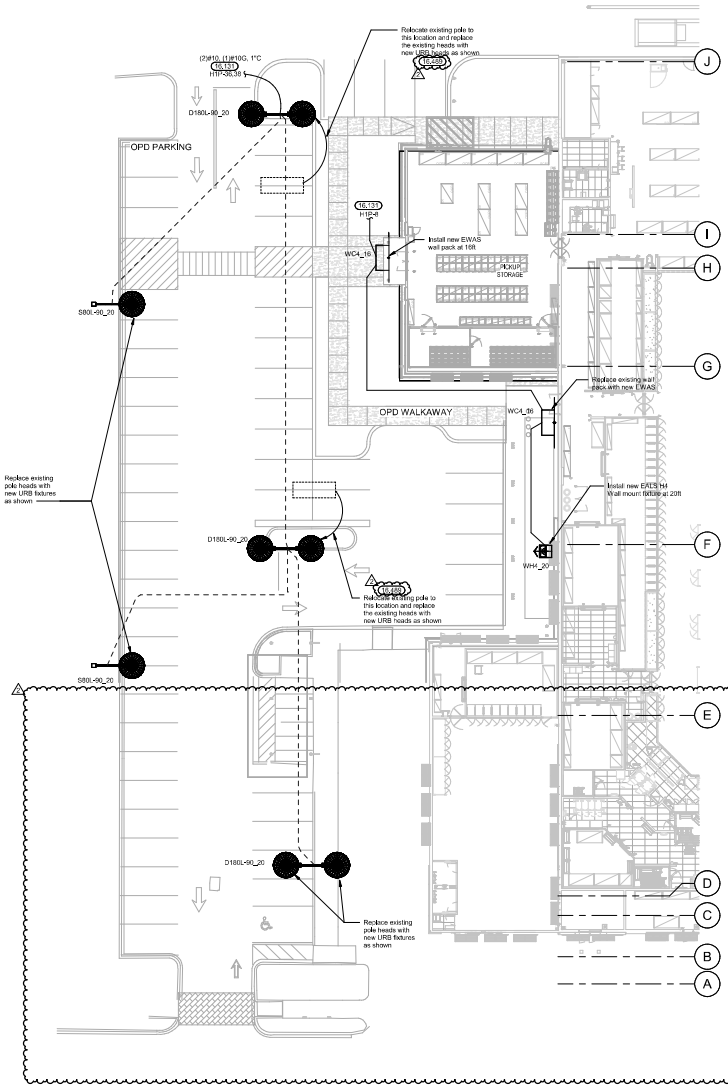
2 OPDE1

2 OPDE1

2 OPDE1

E.C SHALL COORDINATE AND CONFIRM WITH WALMART CONSTRUCTION MANAGER FOR THE EXACT LOCATION OF NEW SITE LIGHTING POLES AND THE RELOCATED EXISTING LIGHTING POLE,INCLUDING ROUTING OF UNDERGROUND CONDUITS IN THE FIELD PRIOR TO COMMENCING ANY WORK.

NOTE: E.C SHALL FIELD VERIFY TO DETERMINE FOR THE EXACT SIZE & TYPE OF CONDUCTORS. ALSO, E.C. SHALL MEASURE THE EXACT DEMAND AMPERAGE OF EXISTING HOMERUN CIRCUIT AND PERFORM VOLTAGE DROP CALCULATION AS NEEDED TO ENSURE THAT THE EXISTING HOMERUN CONDUCTORS ARE ADEQUATE TO HANDLE THE NEW ADDITIONAL LIGHTING LOAD INDICATED. COORDINATE & CONFIRM WITH WALMART CONSTRUCTION MANAGER PRIOR TO COMMENCING ANY WORK.

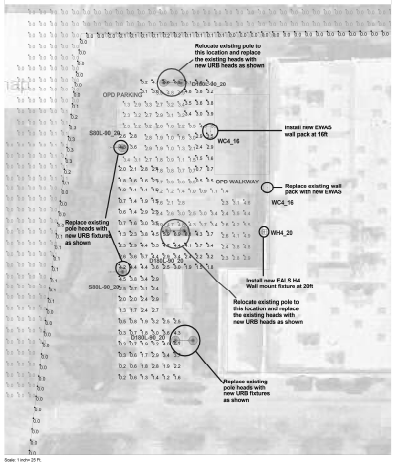


1 OPD SITE LIGHTING PLAN
1/16" = 1'-0"

PHOTOMETRICS ARE ONLY SHOWN FOR REFERENCE.

KEYNOTES

15.1331 15.4000 CONNECT TO EXISTING CIRCUIT. RELOCATE, EXTEND, AND RECONNECT CIRCUITRY AND ELECTRICAL DEVICES FOR RELOCATED AND/OR NEW EQUIPMENT. VERIFY CONDITION OF BRANCH CIRCUITRY, CONDUIT AND WIRE TO ENSURE THEY MEET ALL U.L. RATINGS AND REQ.ACE AS REQUIRED. VERIFY FINAL LOCATION OF RELOCATED/NEW EQUIPMENT WITH WALMART CONSTRUCTION MANAGER PRIOR TO ROUGH-IN.



Scale: 1 inch= 25 ft.

THIS IS A D SIZE SHEET. THE NOTED SCALE IS NOT VALID IF PRINTED AS ANY OTHER SIZE.

LSI = OPERATING HOURS AT WHICH AN AVERAGE OF 0% OF INITIAL LUMENS HAVE BEEN LOST IN A TESTED POPULATION OF LED PLATFORMS. THE POPULATION STILL EXISTS 50% OF INITIAL LUMENS. THE LUMINAIRE HAS NOT FAILED. IT IS STILL OPERATING WITH A REDUCED LIGHT OUTPUT.

IN COMPARISON, HIGHLED LUMINAIRES ARE RATED WITH MEAN LUMENS MEASURED AT 40-50% OF RATED LIFE, DEPENDING ON TECHNOLOGY, AND RATED LIFE OF 950, WHERE 950 = OPERATING HOURS AT WHICH 50% OF A TESTED POPULATION OF LAMPS HAVE FAILED.

PROPERTY LINES BASED OFF REPORTED LIGHTING RETROFIT SURVEY AND GOOGLE EARTH PRO. CALCULATION AREAS TREATED AS GREEN AND EMPTY. NO TREES ARE CONSIDERED IN THE DESIGN. ACTUAL VALUES MAY VARY FROM CALCULATED VALUES SHOWN.
LED STATISTICS SHOWN ARE AT 50000 HOURS L50 RATING (~12 YEARS @ 12 HRS/DAY).

Notes:
This is a remodel request for the OPD area.
Material with "exist" label is already installed on site and is included here as light contribution only
All other material is what is being added to increase the lighting in the OPD Pick up area per request

Calculation Summary Illuminance Foot-candles

Label	Avg	Max	Min	Avg/Min	Max/Min
Limited Parking	2.69	6.9	0.2	13.45	34.50
Off Site	0.02	0.4	0.0	N.A.	N.A.
OPD PARKING	2.90	5.5	0.6	4.83	9.17
OPD WALKWAY	2.34	4.9	0.5	4.68	9.80
PROPERTY LINE	0.01	0.3	0.0	N.A.	N.A.

ADDITIONAL MATERIAL

Current Luminaire Schedule
PROJECT: WLM MM LOCAL

Symbol	Qty	Label	Arrangement	LLF	Description	Arr. Watts	Arr. Lum. Lumens	BUG Rating	[MANSPAC]
	2	WC4_16	SINGLE	0.921	14WWATTEDGAY16WYWMLGX, mounted at 16ft	84	7980	B1-U0-G2	CURRENT LIGHTING
	2	S80L-90_20	SINGLE	0.900	URB-CAP-28-SQ-90-SKY-UNV-4P-NRND-PHSLT 17ft pole on 2ft base	80.09	10623	B2-U0-G2	CURRENT LIGHTING
	3	D180L-90_20	EACH BACK	0.900	URB-CAP-28-SQ-90-SKY-UNV-4P-NRND-PHSLT 17ft pole on 2ft base	160.18	21246	B2-U0-G2	CURRENT LIGHTING
	1	WH4_20	SINGLE	0.921	14LALSQ20MP40 1500LM,740CRI,4000K-SAR1,SINGLE, mounted at 20ft	140	2000	B1-U0-G2	LUMINUM LIGHTING

Ordinance notes:
Relocated pole locations do not conflict with mature trees.
Pole fixtures are set at 20ft. They are fully cut-off with the light portion recessed so not visible off premises.
The selected fixture is not formally classified or marketed as "vandal-resistant."
However, it does incorporate features that may deter vandalism, including:
*Cast aluminum housing
*Acrylic optic secured with tamper-resistant Torx-head screws
*Installation height that places the fixture out of normal reach
*No access to internal components without the use of tools

Current

Walmart #5911 Boynton Beach, FL OPD
AD1521F

Designer Matthew/Jathee Wilkins
Date 10/17/2025
Scale as noted
Drawing #

Page 1 of 1

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

READY FOR DECISION

Planning & Zoning Division

November 12, 2026

Project #: 2025.09.5739

CITY OF BOYNTON BEACH

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

NEW SHEET ADDED DURING PR#4 REVISION

EXISTING CONDITIONS WERE TAKEN FROM ORIGINAL DRAWINGS AND MAY NOT REFLECT EXACT "AS-BUILT" CONDITIONS. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO SUBMITTING FINAL BIDS. CONTRACTOR SHALL CAREFULLY COORDINATE NEW WORK AND DEMOLITION WITH ALL OTHER DISCIPLINES AND EXISTING CONDITIONS.

EACH SUBCONTRACTOR IS RESPONSIBLE FOR HAVING A THOROUGH KNOWLEDGE OF ALL DRAWINGS AND SPECIFICATIONS IN THEIR RELATED FIELD. THE FAILURE TO ACQUAINT THEMSELF WITH THIS KNOWLEDGE DOES NOT RELIEVE THE RESPONSIBILITY OF PERFORMING THE WORK PROPERLY. NO ADDITIONAL COMPENSATION SHALL BE ALLOWED BECAUSE OF CONDITIONS THAT OCCUR DUE TO FAILURE TO FAMILIARIZE WORKERS WITH THIS KNOWLEDGE.

CUHACI PETERSON
2601 Maitland Center Parkway
Suite 4003
Maitland, FL 32751
P (407) 661-0100
F (407) 661-0101
CPLC.COM

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CONSULTANTS

Walmart
BOYNTON BEACH, FL
2625 S FEDERAL HWY
STORE NO. 05911 - 276
JOB NUMBER: 2025034.7 | PROTO | 90

ISSUE BLOCK

1	PR#4	08/14/26
2	PR#5	10/06/26

CHECKED BY: BV
DRAWN BY: AJ/AS
PROTO CYCLE: 06/27/25
DOCUMENT DATE: 11/07/25

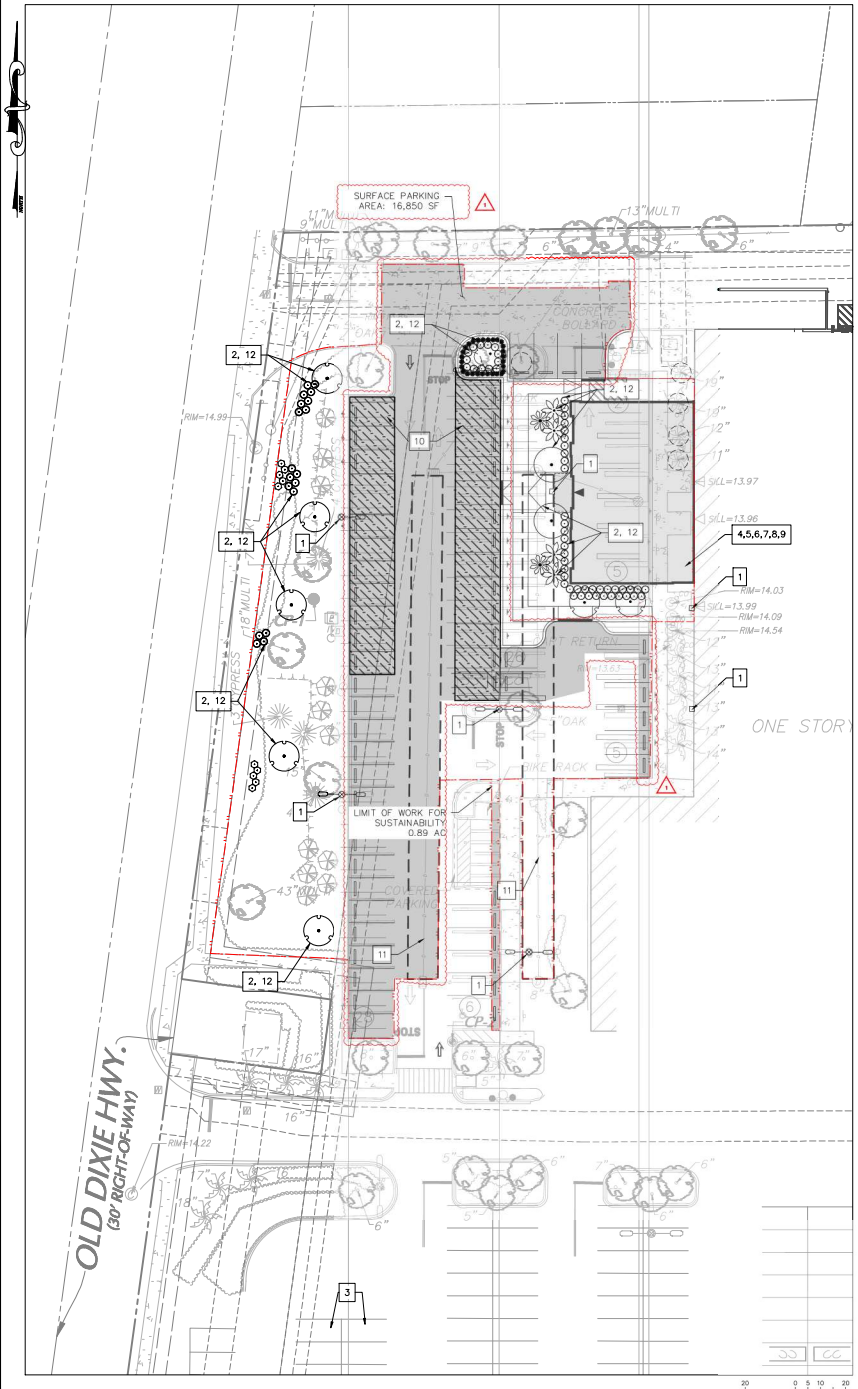
Digitally signed by Jeremy Moras
Reason: I'm a document has been
Location: Florida, signed and approved by Jeremy Moras
If Adobe PDF, signature applied to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
Date: 2026.10.27 13:57:09-04'00'

STATE OF FLORIDA PROFESSIONAL ENGINEER No 76917
10/06/26

OPD SITE LIGHTING PLAN

SHEET: OPDSE1

526



Sec 2 – Required Sustainable Development Standards (Table 2–1)

			Complies	Comment
1	Outdoor Lighting	Utilization of warm white LED lighting for parking lots, pathway lighting, accent lighting and exterior building lighting.	Complies	See C-6 Photometric Plan
2	Butterfly Attracting Material	The landscape plan is designed to utilize a minimum of 5% butterfly attracting shrubs and trees in the planting scheme, with a minimum of three (3) different species of plant material.	Complies	See the Butterfly Attracting column on the Plant List table on the C-5 Landscape Plan
3	Electric Charging Stations	Provision of Level 2 charging station capable of servicing two (2) parking spaces for every fifty (50) dwelling units, or fraction thereof, in residential developments and one (1) per every fifty thousand (50,000) square feet of non-residential development.	Complies	See C-1.0 Overall Site Plan for EV locations
4	White Roof	Required for all products utilizing flat surfaces, roof must be white.	Complies	See Architectural Plan

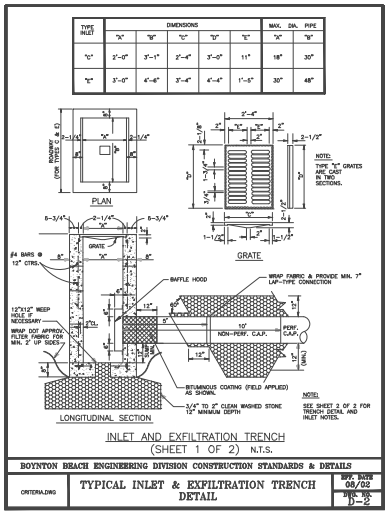
Table 3–1 Sustainable Development Options and Points

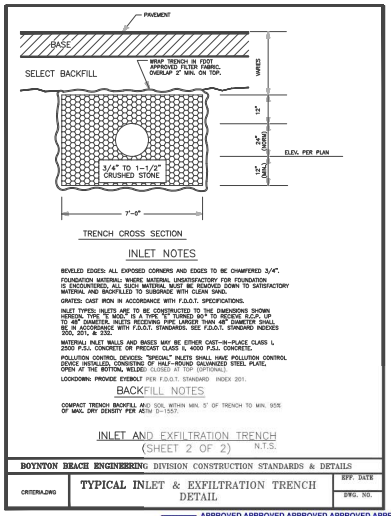
1. Energy			Total Available	Obtain	Comment
5	Efficient Cooling	All air conditioners are Energy Star qualified. Minimum SEER 16.	2	2	See Architectural/MEP Plans
6	Cool Roof	Use roofing materials that have a Solar Reflective Index (SRI) 75 for low-sloped roofs (<2:12) or 25 for steep-sloped roofs (>2:12) for a minimum of 75% of the roof surface.	2	2	See Architectural Plans
7	Building Color	Utilization of white or cool light colors for the body of buildings to reflect rather than absorb heat and reduce cooling costs. Accent and trim colors are not limited to these choices.	2	2	See Architectural Plans
8	Shade Structures for Buildings	Where provisions of shade structures are not required per code: Structures such as awnings, screens, louvers, or other architectural devices shall cover a minimum of 50% of glazed openings.	4	4	See Architectural/MEP Plans
9	Lighting	Provide energy efficient lighting such as LED lighting for building interiors for 100% of proposed lighting.	1	1	SeeArchitectural/MEP Plans
			Total	11	

3. Water Conservation and Management				Total Available	Obtain	Comment
10	Permeable Parking Surfaces	Permeable surfacing materials are used for some or all of surface parking areas.	25% minimum	4	4	Surface parking area: 16,850 sq ft 25%: 4,212 sq ft Provided permeable area: 3,261 sq ft
			50% minimum	6		
			75% minimum	8		
11	Vault System	Utilize a vault system for stormwater management to maximize usable open space on urban sites.		4	4	See C-3 Utility Plan for Vault System location
				Total	8	

4. Urban Nature			Total Available	Obtain	Comment
12	Habitat Restoration	Using only native or Florida Friendly plant species, restore pre-development native habitat on the project site in an area equal to or greater than 10% of the development footprint, working with a landscape architect to ensure that restored areas feature waterwise, native and drought tolerant plants.	4	4	See the Native column on the Plant List table on C-5 Landscape Plan
			Total	4	

Sustainable Development Points Summary	
1. Energy	11
3. Water Conservation and Management	8
4. Urban Nature	4
Grand Total	23





EXISTING STORM VAULT SYSTEM FOR REFERENCE ONLY

(6085 CITY OF BOYNTON BEACH - PAVING, GRADING, AND DRAINAGE DETAILS PREPARED BY KIMLEY-HORN, DATED 3/4/2010)

PARKING SURFACE AREA

PERMEABLE PARKING SURFACE

VALVE SYSTEM, EXFILTRATION TRENCH

LIMIT OF WORK FOR SUSTAINABILITY

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

READY FOR DECISION

Planning & Zoning Division

November 12, 2026

Project #: 2025.09.5739

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

SUSTAINABILITY EXHIBIT

REVISIONS	BY
10/20/2026 P&Z COMMENTS	ML

LANGAN

LANGAN
Langan Engineering and Environmental Services, LLC.
13485 Veterans Way, Suite 120
Orlando, FL 32827
T: 407.974.2900 F: 407.974.2901 www.langan.com
FBPE Register No. 00006466 | AA17012818

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

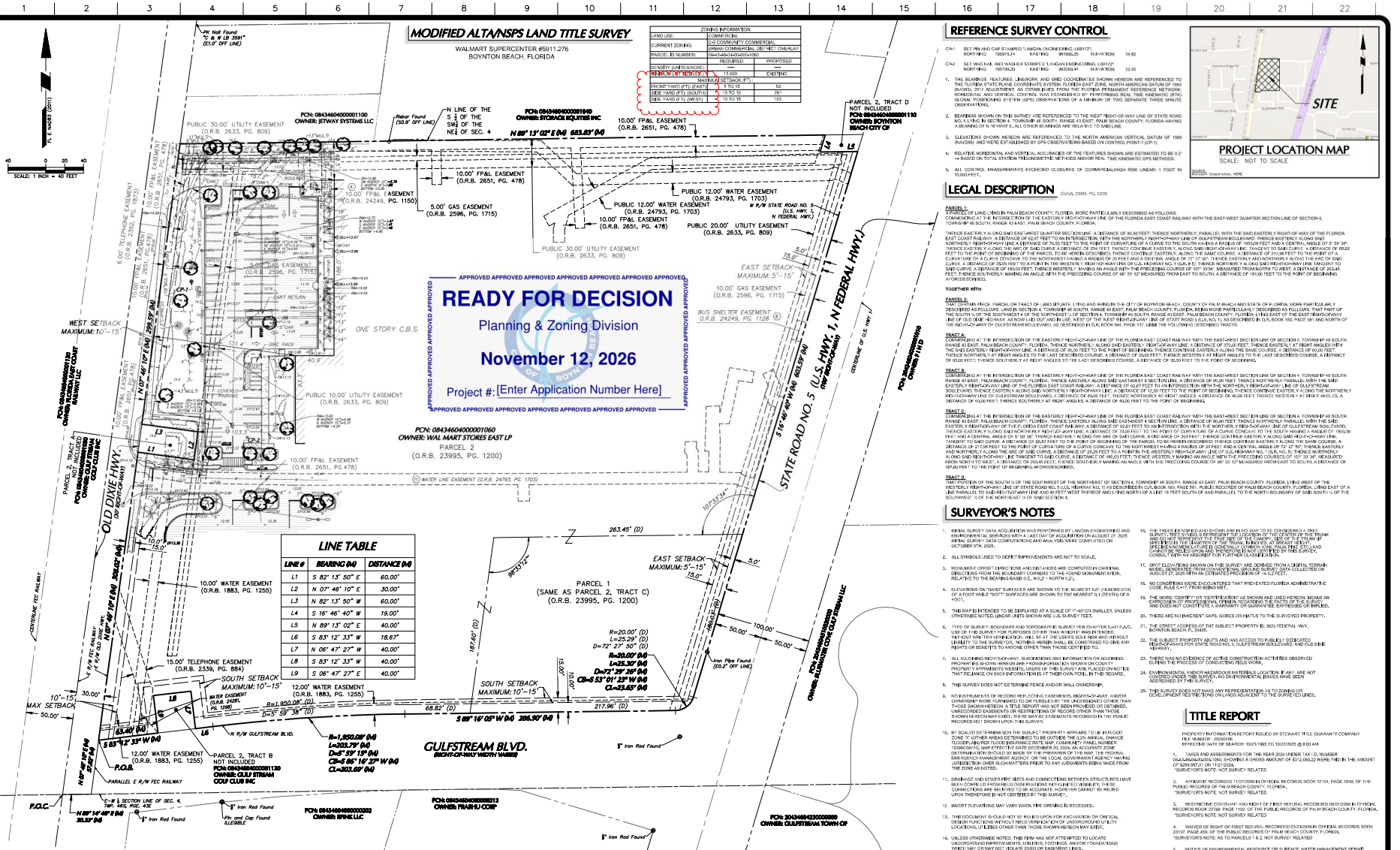
Project No. 342044901

DRAWN ML
CHECKED AR
DATE OCTOBER 5, 2026
SCALE AS NOTED
JOB No. 342044901
SHEET EX-1

© 2025 Langan

MODIFIED ALTA/NSPS LAND TITLE SURVEY

WALMART SUPERCENTER #5911.276
BOYNTON BEACH, FLORIDA



ZONING INFORMATION		
LAND USE:	COMMERCIAL	
CURRENT ZONING:	GC COMMUNITY COMMERCIAL URBAN COMMERCIAL DISTRICT OVERLAY	
PARCEL ID NUMBER:	08434604000001060	
	RECORDED	PROPOSED
DENSITY (UNITS/ACRE):	---	---
MINIMUM LOT SIZE (S.F.):	15,000	EXISTING
MAXIMUM SETBACK (FT):		
FRONT YARD (FT) (EAST)	5 TO 15	53
SIDE YARD (FT) (SOUTH)	10 TO 15	261
SIDE YARD (FT) (WEST)	10 TO 15	153

LINE TABLE

LINE #	BEARING (M)	DISTANCE (M)
L1	S 82° 13' 50" E	60.00'
L2	N 07° 46' 10" E	30.00'
L3	N 82° 13' 50" W	60.00'
L4	S 16° 46' 40" W	19.00'
L5	N 89° 13' 02" E	40.00'
L6	S 83° 12' 33" W	18.67'
L7	N 06° 47' 27" W	40.00'
L8	S 83° 12' 33" W	40.00'
L9	S 06° 47' 27" E	40.00'

REFERENCE SURVEY CONTROL

CP-1 SET: PIN AND CAP STAMPED "LANGAN ENGINEERING, LB#127"
NORTHING: 7557574.14 EASTING: 961595.25 ELEVATION: 14.82

CP-2 SET: MAG NAIL AND WASHER STAMPED "LANGAN ENGINEERING, LB#127"
NORTHING: 7557939.20 EASTING: 962050.44 ELEVATION: 12.45

1. THE BEARINGS FEATURES LINEWORK AND GRID COORDINATES SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT, AS ESTABLISHED FROM THE FLORIDA PERMANENT REFERENCE NETWORK. HORIZONTAL AND VERTICAL CONTROL WAS ESTABLISHED BY PERFORMING REAL TIME KINEMATIC (RTK) GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS OF A MINIMUM OF TWO SEPARATE THREE MINUTE OBSERVATIONS.
2. BEARINGS SHOWN ON THIS SURVEY ARE REFERENCED TO THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 5 (U.S. HWY. 1) IN SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA HAVING A BEARING OF N 16°46'40" E, ALL OTHER BEARINGS ARE RELATIVE TO SAID LINE.
3. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND WERE ESTABLISHED BY GPS OBSERVATIONS BASED ON CONTROL POINT-1 (CP-1).
4. RELATIVE HORIZONTAL AND VERTICAL ACCURACIES OF THE FEATURES SHOWN ARE ESTIMATED TO BE 0.2' +- BASED ON TOTAL STATION TRIGONOMETRIC METHODS AND/OR REAL TIME KINEMATIC GPS METHODS.
5. ALL CONTROL MEASUREMENTS EXCEEDED CLOSURES OF COMMERCIAL/HIGH RISK LINEAR: 1 FOOT IN 10,000 FEET.

LEGAL DESCRIPTION

(O.R.B. 23995, PG. 1200)

PARCEL 1:

A PARCEL OF LAND LYING IN PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY WITH THE EAST-WEST QUARTER SECTION LINE OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA;

THENCE EASTERLY ALONG SAID EAST-WEST QUARTER SECTION LINE A DISTANCE OF 60.00 FEET; THENCE NORTHERLY, PARALLEL WITH THE SAID EASTERLY RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY, A DISTANCE OF 1527 FEET TO AN INTERSECTION, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF GULFSTREAM BOULEVARD; THENCE EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1183.56 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTH HAVING A RADIUS OF 1850.00 FEET AND A CENTRAL ANGLE OF 5° 59' 38"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 204 FEET; THENCE CONTINUE EASTERLY, ALONG SAID RIGHT-OF-WAY LINE, TANGENT TO SAID CURVE A DISTANCE OF 65.82 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE HEREIN DESCRIBED; THENCE CONTINUE EASTERLY ALONG THE SAME COURSE A DISTANCE OF 31.24 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 20 FEET AND A CENTRAL ANGLE OF 72° 27' 07"; THENCE EASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 25.29 FEET TO A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (SR. 5); THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE TANGENT TO SAID CURVE A DISTANCE OF 1853.63 FEET; THENCE WESTERLY, MAKING AN ANGLE WITH THE PRECEDING COURSE OF 107° 33'34", MEASURED FROM NORTH TO WEST, A DISTANCE OF 55.45 FEET; THENCE SOUTHERLY, MAKING AN ANGLE WITH THE PRECEDING COURSE OF 89° 33' 12" MEASURED FROM EAST TO SOUTH, A DISTANCE OF 1858 FEET TO THE POINT OF BEGINNING AFOREDESCRIBED.

TOGETHER WITH:

PARCEL 2:

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE CITY OF BOYNTON BEACH, COUNTY OF PALM BEACH AND STATE OF FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: LAND IN SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY, AS NOW LAID OUT AND IN USE, WEST OF THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 5 (U.S. NO. 1), AS DESCRIBED IN O.R. BOOK 180, PAGE 561 AND NORTH OF THE RIGHT-OF-WAY OF GULFSTREAM BOULEVARD, AS DESCRIBED IN O.R. BOOK 844, PAGE 117, LESS THE FOLLOWING DESCRIBED TRACTS:

TRACT A:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY WITH THE EAST-WEST SECTION LINE OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 1720 FEET; THENCE EASTERLY, AT RIGHT ANGLES WITH THE SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG THE SAME COURSE, A DISTANCE OF 60.00 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 30.00 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 60.00 FEET; THENCE SOUTHERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

TRACT B:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY WITH THE EAST-WEST SECTION LINE OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID EAST-WEST SECTION LINE, A DISTANCE OF 1540 FEET; THENCE NORTHERLY, PARALLEL WITH THE SAID EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A DISTANCE OF 1527 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF GULFSTREAM BOULEVARD; THENCE EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1236 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF GULFSTREAM BOULEVARD, A DISTANCE OF 65.66 FEET; THENCE NORTHERLY, AT RIGHT ANGLES, A DISTANCE OF 40.00 FEET; THENCE WESTERLY, AT RIGHT ANGLES, A DISTANCE OF 40.00 FEET; THENCE SOUTHERLY, AT RIGHT ANGLES, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

TRACT C:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY WITH THE EAST-WEST SECTION LINE OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID EAST-WEST SECTION LINE, A DISTANCE OF 1540 FEET; THENCE NORTHERLY, PARALLEL WITH THE SAID EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A DISTANCE OF 1527 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF GULFSTREAM BOULEVARD; THENCE EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1236 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF GULFSTREAM BOULEVARD, A DISTANCE OF 65.66 FEET; THENCE NORTHERLY, AT RIGHT ANGLES, A DISTANCE OF 40.00 FEET; THENCE WESTERLY, AT RIGHT ANGLES, A DISTANCE OF 40.00 FEET; THENCE SOUTHERLY, AT RIGHT ANGLES, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

TRACT D:

THAT PORTION OF THE SOUTH ½ OF THE SOUTHWEST OF THE NORTHEAST OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 5 (U.S. HIGHWAY NO. 1) AS DESCRIBED IN O.R. BOOK 180, PAGE 561, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING EAST OF A LINE PARALLEL TO SAID RIGHT-OF-WAY LINE AND 40 FEET WEST THEREOF AND LYING NORTH OF A LINE 19 FEET SOUTH OF AND PARALLEL TO THE NORTH BOUNDARY OF SAID SOUTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 4.

SURVEYOR'S NOTES

1. INITIAL SURVEY DATA ACQUISITION WAS PERFORMED BY LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES WITH A LAST DAY OF ACQUISITION ON AUGUST 27, 2025. INITIAL SURVEY DATA COMPUTATIONS AND ANALYSIS WERE COMPLETED ON OCTOBER 9TH, 2025.
2. ALL SYMBOLS USED TO DEPICT IMPROVEMENTS ARE NOT TO SCALE.
3. MONUMENT OFFSET DIRECTIONS AND DISTANCES ARE COMPUTED IN CARDINAL DIRECTIONS FROM THE BOUNDARY CORNERS TO THE FOUND MONUMENTATION, RELATIVE TO THE BEARING BASIS (E.G., N/S/ 2' = NORTH/S/2').
4. ELEVATIONS ON "HARD" SURFACES ARE SHOWN TO THE NEAREST 0.01 (HUNDREDTH) OF A FOOT WHILE "SOFT" SURFACES ARE SHOWN TO THE NEAREST 0.1 (TENTH) OF A FOOT.
5. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=40' OR SMALLER, UNLESS OTHERWISE NOTED. LINEAR UNITS SHOWN ARE U.S. SURVEY FEET.
6. TYPE OF SURVEY: BOUNDARY AND TOPOGRAPHIC SURVEY PER CHAPTER 5J-17 F.A.C. USE OF THIS SURVEY FOR PURPOSES OTHER THAN WHAT IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.
7. ALL ADJOINING RIGHTS-OF-WAY, SUBDIVISIONS AND INFORMATION ON ADJOINING PROPERTIES SHOWN HEREON ARE FROM INFORMATION OBTAINED FROM PUBLIC PROPERTY APPRAISER'S WEBSITE. USERS OF THIS SURVEY ARE PLACED ON NOTICE THAT RELIANCE ON SUCH INFORMATION IS AT THEIR OWN PERIL IN THIS REGARD.
8. THIS SURVEY DOES NOT DETERMINE FENCE AND/OR WALL OWNERSHIP.
9. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED OTHER THAN THOSE SHOWN HEREON. A TITLE REPORT HAS NOT BEEN PROVIDED OR OBTAINED. UNRECORDED EASEMENTS OR RESTRICTIONS OF RECORD OTHER THAN THOSE SHOWN HEREON MAY EXIST. THERE MAY BE EASEMENTS RECORDED IN THE PUBLIC RECORDS NOT SHOWN UPON THIS SURVEY.
10. BY BOARD DETERMINATION THE SUBJECT PROPERTY APPEARS TO LIE IN FLOOD ZONE "X" (OTHER AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 12099C0557G, MAP EFFECTIVE DATE OCTOBER 05, 2024, AN ACCURATE ZONE DETERMINATION SHOULD BE MADE BY THE PREPARER OF THE MAP, THE FEDERAL EMERGENCY MANAGEMENT AGENCY OR THE LOCAL GOVERNMENT AGENCY HAVING JURISDICTION OVER SUCH MATTERS PRIOR TO ANY JUDGMENTS BEING MADE FROM THE ZONE AS NOTED.
11. DRAINAGE AND SEWER PIPE SIZES AND CONNECTIONS BETWEEN STRUCTURES HAVE BEEN COMPILED FROM FIELD OBSERVATIONS WITH LIMITED VISIBILITY. THESE CONNECTIONS ARE BELIEVED TO BE ACCURATE, HOWEVER CANNOT BE RELIED UPON THEREFORE IS NOT CERTIFIED BY THIS SURVEY.
12. INVERT ELEVATIONS MAY VARY WHEN PIPE OPENING IS RECESSED.
13. THIS DOCUMENT SHOULD NOT BE RELIED UPON FOR EXCAVATION OR CRITICAL DESIGN FUNCTIONS WITHOUT FIELD VERIFICATION OF UNDERGROUND UTILITY LOCATIONS, UTILITIES OTHER THAN THOSE SHOWN HEREON MAY EXIST.
14. UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE UNDERGROUND IMPROVEMENTS, UTILITIES, FOOTINGS, AND/OR FOUNDATIONS WHICH MAY OR MAY NOT INCLUDE ENCROACHMENTS.
15. UNDERGROUND UTILITIES SHOWN HEREON WERE DESIGNATED BY GEORGE F. YOUNG INC. ON OCTOBER 8, 2025. USING NON-DESTRUCTIVE METHODS AND ARE BELIEVED TO BE ACCURATE, HOWEVER, THE LOCATION OF ALL UNDERGROUND UTILITIES SHOULD BE VERIFIED PRIOR TO ANY SUBSURFACE EXCAVATION.
16. THE TREES IDENTIFIED AND SHOWN ARE IN NO WAY TO BE CONSIDERED A TREE SURVEY. TREE SYMBOLS REPRESENT THE LOCATION OF THE CENTER OF THE TRUNK AT GROUND LEVEL. THE SPECIES, DIAMETER, AND CONDITION OF TREES ARE ESTIMATED BY SPECIES IN THE FIELD BY THE SURVEYOR. IN ORDER TO ASSURE THE RETURN OF SPECIMEN NUMERICAL TURE IS GENERALLY COMMON FOR THE AREA, ETC.) AND CANNOT BE RELIED UPON AND THEREFORE IS NOT CERTIFIED BY THIS SURVEY. CONSULT WITH AN ARBORIST FOR FURTHER CLASSIFICATION.
17. SPOT ELEVATIONS SHOWN ON THIS SURVEY ARE DERIVED FROM A DIGITAL TERRAIN MODEL GENERATED FROM DENSE GROUND SURVEY DATA COLLECTED ON AUGUST 27, 2025 WITH AN ESTIMATED PRECISION OF +/- 0.2 FEET.
18. NO CONDITIONS WERE ENCOUNTERED THAT PREVENTED FLORIDA ADMINISTRATIVE CODE RULE 5J-17 FROM BEING MET.
19. THE WORD "CERTIFY" OR "CERTIFICATION" AS SHOWN AND USED HEREON, MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED.
20. THERE ARE NO APPARENT GAPS, GORES OR HIATUS TO THE SURVEYED PROPERTY.
21. THE STREET ADDRESS OF THE SUBJECT PROPERTY IS: 3625 FEDERAL HWY., BOYNTON BEACH, FL, 33435.
22. THE SUBJECT PROPERTY ABUTS AND HAS ACCESS TO PUBLICLY DEDICATED RIGHT-OF-WAYS FOR STATE ROAD NO. 5, GULFSTREAM BOULEVARD, AND OLD DIXIE HIGHWAY.
23. THERE WAS NO EVIDENCE OF ACTIVE CONSTRUCTION ACTIVITIES OBSERVED DURING THE PROCESS OF CONDUCTING THIS SURVEY.
24. ENVIRONMENTAL AND/OR HAZARDOUS MATERIALS LOCATION, IF ANY, ARE NOT COVERED UNDER THIS SURVEY. NO ENVIRONMENTAL ISSUES HAVE BEEN ADDRESSED BY THIS SURVEY.
25. THIS SURVEY DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON LANDS ADJACENT TO THE SURVEYED LANDS.

TITLE REPORT

PROPERTY INFORMATION REPORT ISSUED BY STEWART TITLE GUARANTY COMPANY
FILE NUMBER: 25000496
EFFECTIVE DATE OF SEARCH: 10/31/1925 TO 10/27/2025 @ 8:00 AM

1. TAXES AND ASSESSMENTS FOR THE YEAR 2024 UNDER TAX I.D. NUMBER 08434604000001060 SHOWING A GROSS AMOUNT OF $312,690.22 WERE PAID IN THE AMOUNT OF $269,997.21 ON 11/21/2024.
*SURVEYOR'S NOTE: NOT SURVEY RELATED

2. AFFIDAVIT RECORDED 11/27/2000 IN OFFICIAL RECORDS BOOK 12154, PAGE 1939, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
*SURVEYOR'S NOTE: NOT SURVEY RELATED

3. RESTRICTIVE COVENANT AND RIGHT OF FIRST REFUSAL RECORDED 08/01/2000 IN OFFICIAL RECORDS BOOK 12158, PAGE 1102, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
*SURVEYOR'S NOTE: NOT SURVEY RELATED

4. WAIVER OF RIGHT OF FIRST REFUSAL RECORDED 03/23/2020 IN OFFICIAL RECORDS BOOK 29137, PAGE 459, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
*SURVEYOR'S NOTE: AS TO PARCELS 1 & 2, NOT SURVEY RELATED

5. NOTICE OF ENVIRONMENTAL RESOURCE OR SURFACE WATER MANAGEMENT PERMIT RECORDED 11/29/2010 IN OFFICIAL RECORDS BOOK 24219, PAGE 161, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
*SURVEYOR'S NOTE: AS TO PARCELS 1 & 2, NOT SURVEY RELATED

6. PUBLIC TRANSIT BUS SHELTER EASEMENT RECORDED 12/06/2010 IN OFFICIAL RECORDS BOOK 24249, PAGE 1128, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
*SURVEYOR'S NOTE: AS TO PARCELS 1 & 2, NOT SURVEY RELATED

7. DECLARATION OF UNITY OF TITLE RECORDED 12/06/2010 IN OFFICIAL RECORDS BOOK 24249, PAGE 1135 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
*SURVEYOR'S NOTE: IT'S LOCATION IS SHOWN

8. TEMPORARY CONSTRUCTION ACCESS EASEMENT RECORDED 12/06/2010 IN OFFICIAL RECORDS BOOK 24249, PAGE 1180, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
*SURVEYOR'S NOTE: IT'S LOCATION IS SHOWN

9. EASEMENT RECORDED 12/06/2010 IN OFFICIAL RECORDS BOOK 24249, PAGE 1180, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
*SURVEYOR'S NOTE: IT'S LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT

10. EASEMENT AGREEMENT RECORDED 12/28/2010 IN OFFICIAL RECORDS BOOK 24281, PAGE 1208, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
*SURVEYOR'S NOTE: IT'S LOCATION IS SHOWN

11. TEMPORARY CONSTRUCTION EASEMENT RECORDED 12/28/2010 IN OFFICIAL RECORDS BOOK 24281, PAGE 1309, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
*SURVEYOR'S NOTE: IT'S LOCATION IS SHOWN

12. EASEMENT RECORDED 10/03/2011 IN OFFICIAL RECORDS BOOK 24793, PAGE 1703, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
*SURVEYOR'S NOTE: ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT

13. ORDER IMPOSING LIEN RECORDED 09/19/2015 IN OFFICIAL RECORDS BOOK 27616, PAGE 293, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
*SURVEYOR'S NOTE: IT'S LOCATION IS SHOWN

14. ORDER IMPOSING PENALTIES / LIEN RECORDED 07/18/2019 IN OFFICIAL RECORDS BOOK 29845, PAGE 1931, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
*SURVEYOR'S NOTE: AS TO PARCELS 1 & 2, NOT SURVEY RELATED

15. NOTICE OF COMMENCEMENT RECORDED ON 09/17/2025 IN OFFICIAL RECORDS BOOK 35802, PAGE 245, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
*SURVEYOR'S NOTE: NOT SURVEY RELATED

SURVEYOR'S CERTIFICATION

TO:
1. Wal-Mart Stores East, LP, a Delaware limited partnership

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 11(b), 13, 15, 16, 17, 18, 19, 20(a), 21(b), 21(c), 21(d), 21(h) (OBSERVED EVIDENCE) OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON AUGUST 14, 2024.

DATE OF PLAT OR MAP: SEE TITLE BLOCK FOR DATE OF LAST REVISION.

Shaun Hoons
Digitally signed by Shaun Hoons
DN: C=US, E=shoons@langan.com, O=Langan Engineering and Environmental Services, LLC, CN=Shaun Hoons
Date: 2025.10.09 10:46:31 -04'00'

SHAUN HOONS
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS7515
LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, LLC
LICENSED BUSINESS NUMBER LB#127, STATE OF FLORIDA.

THE FEATURES SHOWN ON THIS SURVEY ARE VALID AS TO THE DATE OF THE LAST DATA OF FIELD WORK, NOT TO THE SIGNATURE DATE OF THIS CERTIFICATION.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE NAMED PROFESSIONAL SURVEYOR AND MAPPER USING A CRYPTOGRAPHIC KEY. SEE DIGITAL CERTIFICATE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED & THE AUTHENTICATION CODE MUST BE VERIFIED ON ALL ELECTRONIC COPIES.

LEGEND AND ABBREVIATIONS

(NOT SHOWN TO SCALE)

- CONTROL POINT (FOUND/SET)
- NAIL (FOUND/SET)
- IRON PIPE (FOUND/SET)
- IRON ROD FOUND
- PIN AND CAP (FOUND/SET)
- REBAR (FOUND/SET)
- SUBDIVISION LINES
- EASEMENT BOUNDARY
- PROPERTY BOUNDARY
- ADJOINING PROPERTY BOUNDARY
- RIGHT-OF-WAY LINE
- SETBACK LINE
- ASPHALT PAVEMENT
- BUILDING
- CONCRETE PAD
- CHAIN LINK FENCE
- TOP OF SLOPE
- BOTTOM OF SLOPE
- TREE/HEDGE LINE
- LANDSCAPING EDGE
- BUILDING OVERHANG
- UNDERGROUND DRAINAGE LINE
- UNDERGROUND WATER LINE
- SANITARY GRAVITY MAIN
- OVERHEAD WIRES
- LIGHT POLES
- SIGN
- UTILITY POLE
- GUY ANCHOR
- GATE
- UTILITY BOX/PEDESTAL
- UTILITY METER
- UTILITY MARKER
- UNDERGROUND VAULT
- CATCH BASIN
- MANHOLE (AS IDENTIFIED)
- UTILITY VALVE (AS IDENTIFIED)
- FIRE HYDRANT
- IRRIGATION CONTROL VALVE
- CLEANOUT
- ROOF DRAIN
- ENTRY DOOR (SINGLE/DOUBLE)
- BOLLARD
- CONCRETE BLOCK STRUCTURE
- EDGE OF PAVEMENT
- EDGE OF SIDEWALK
- POST INDICATOR VALVE
- GRATED INLET
- INVERT ELEVATION

ENG.	ENGINEERING
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FPL	FLORIDA POWER AND LIGHT
(D)	DEED BEARING/DISTANCE
(M)	MEASURED BEARING/DISTANCE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
GPS	GLOBAL POSITIONING SYSTEM
LB	LICENSED BUSINESS
NGS	NATIONAL GEODETIC SURVEY
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988
NAD83	NORTH AMERICAN DATUM OF 1983
ELEV	ELEVATION
N	NORTH (STATE PLANE GRID)
E	EAST (STATE PLANE GRID)
C.C.R.	CERTIFIED CORNER RECORD
F.A.C.	FLORIDA ADMINISTRATIVE CODE
No.	NUMBER
O.R.B.	OFFICIAL RECORD BOOK
PG.	PAGE
PCN	PARCEL CONTROL NUMBER
BLVD.	BOULEVARD
S.R.	STATE ROUTE
R/W	RIGHT-OF-WAY
RGE.	RANGE
SEC.	SECTION
TWP.	TOWNSHIP
S.F.	SQUARE FEET
BM	BENCHMARK
R	RADIUS
L	ARC LENGTH
D	DELTA ANGLE
CB	CHORD BEARING
CL	CHORD LENGTH

- DECIDUOUS TREE
- PALM TREE
- PINE TREE

SURVEYED DESCRIPTION

ALL THAT PIECE AND PARCEL OF LAND LYING IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LYING EAST OF THE RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY, WEST OF THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 5 (U.S. HIGHWAY 1), AND NORTH OF THE NORTH RIGHT-OF-WAY LINE OF GULFSTREAM BOULEVARD, AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY WITH THE EAST-WEST QUARTER (1/4) SECTION LINE OF SAID SECTION 4;

THENCE ALONG SAID EAST-WEST QUARTER SECTION LINE, NORTH 89°14'40" EAST, A DISTANCE OF 1540.00 FEET TO A POINT ON A LINE PARALLEL WITH 60 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) SAID EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY;

THENCE DEPARTING SAID EAST-WEST QUARTER SECTION LINE AND CONTINUING ALONG SAID PARALLEL LINE NORTH 07°46'10" EAST, A DISTANCE OF 1082.67 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY NORTH 07°46'10" EAST, A DISTANCE OF 329.02 FEET TO A POINT;

THENCE DEPARTING THE EASTERLY RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY SOUTH 82°13'50" EAST, A DISTANCE OF 60.00 FEET TO A POINT;

THENCE NORTH 07°46'10" EAST, A DISTANCE OF 30.20 FEET TO A POINT;

THENCE NORTH 82°13'50" WEST, A DISTANCE OF 60.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY NORTH 07°46'10" EAST, A DISTANCE OF 299.56 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 4;

THENCE ALONG SAID NORTH LINE NORTH 89°13'02" EAST, A DISTANCE OF 653.65 FEET TO A POINT;

THENCE DEPARTING SAID NORTH LINE SOUTH 16°46'40" WEST, A DISTANCE OF 19.00 FEET TO A POINT;

THENCE NORTH 89°13'02" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 5 (U.S. HIGHWAY 1);

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 16°46'40" WEST, A DISTANCE OF 1858.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF GULFSTREAM BOULEVARD;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 72°27'07", FOR AN ARC LENGTH OF 25.29 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 53°01'23" WEST, A DISTANCE OF 23.65 FEET TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE SOUTH 89°14'50" WEST, A DISTANCE OF 286.20 FEET TO A POINT OF CURVATURE;

THENCE CONTINUING ALONG SAID NORTH RIGHT

EXHIBIT "D"

Conditions of Approval

Project Name: Walmart at Gulfstream Boulevard
File number: MSPM- 2025.09.5739, ZNCV 2025.09.5739
Reference: December 1, 2026, Commission Meeting

DEPARTMENTS	INCLUDE	REJECT
CRA		
Comments: None	X	
PUBLIC ART		
Comments: None	X	
BUILDING		
Comments: None	X	
FIRE		
Comments: None	X	
POLICE		
Comments:		
1. Shrubs/hedges should be no taller than 2 feet near walkways, entrances, and parking lots.	X	
2. Tree branches should be at least 6 feet above ground to avoid creating hiding spots.	X	
3. Keep clear views between the building, parking lot, and pickup area. Avoid tall plants or solid walls that block sightlines.	X	
4. Make sure parking lots, walkways, and entrances are well-lit especially around OPD parking spaces and employee doors.	X	
5. Add wall or canopy lighting around the new OPD area to remove dark spots.	X	
6. Do not design canopies or structures that block visibility from the street or between the store and parking area.	X	
7. Install and maintain cameras covering parking areas, entrances, and the OPD pickup zone.	X	
8. Make sure lighting supports clear camera footage — avoid glare or blind spots.	X	
ENGINEERING / PUBLIC WORKS / UTILITIES		

DEPARTMENTS		INCLUDE	REJECT
Comments:			
1.	The Land Development Permit (LDP) shall be required prior to the commencement of any new construction (or modification) of site improvements, required infrastructure, and activities listed in accordance with the 2010 LDR Ch. 2. Art. III. Sec. 3.	X	
2.	At the time the Engineer of Record submits plans for a Land Development Permit (LDP), an in-depth review will take place. The plans shall be in compliance with all Land Development Regulations, the Engineering Design Handbook and Construction Standards (EDHCS) and all other applicable standards and requirements set forth by the city or other public entities having jurisdictional responsibility.	X	
3.	Permits required from other permitting agencies such as Florida Department of Transportation (FDOT), South Florida Water Management District (SFWMD), Lake Worth Drainage District (LWDD), Florida Department of Environmental Protection (FDEP), Palm Beach County Health Department (PBCHD), Palm Beach County Engineering Department (PBCED), Palm Beach County Department of Environmental Resource Management (PBCDERM) and any others, shall be required prior to issuance of a Land Development Permit.	X	
	All traffic signing and pavement marking shall comply with the U.S. Department of Transportation Federal Highway Administration Manual on Uniform Traffic Control Devices.	X	
4.	Prior to permit application, contact the Public Works Department (561-742-6200) regarding the removal of refuse during the construction phase per the CODE, Section 10-26 (a).	X	
	Full drainage plans, including drainage calculations, in accordance with the 2010 LDR, Chapter 4, Article VIII, Section 3.G. will be required at the time of permitting.	X	
5.	The City of Boynton Beach is working with other regulatory agencies to rename the portion of Federal Highway adjacent to the site from "North" to "South" Federal Highway to be consistent with the City's addressing governance policy. Coordination will be required at the time of permitting for address modification.	X	
PLANNING AND ZONING			
Comments:			
6.	It is the applicant's responsibility to ensure that the application requests are publicly advertised in accordance with Ordinance 04-007 and Ordinance 05-004, and an affidavit with attachments (ownership list, radius map, and copy of mailing labels) is required to be provided to the City Clerk and Planning & Zoning Division one (1) week prior to the first public hearing.	X	

DEPARTMENTS		INCLUDE	REJECT
7.	Approval of the Major Site Plan Modification (MSPM 2025.09.5739) is contingent upon approval of the accompanying request for a Variance (ZNCV 2025.09.5739).	X	
8.	The subject property shall obtain all required governmental approvals prior to commencing construction pursuant to the City's Land Development Regulations (LDR).	X	
9.	Prior to removing, relocating, or replacing any landscape material, a Land Development Permit (LDP) application shall be submitted pursuant to Part III, Chapter 4, Article I. Environmental Protection Standards of the City's Land Development Regulations (LDR).	X	
10.	The subject property shall obtain all required governmental approvals prior to the installation of any signage or logos, pursuant to Part III, Chapter 4, Article IV. Sign Standards of the City's Land Development Regulations (LDR).	X	
11.	Should the construction total value be equal to or exceed $500,000, the applicant shall participate in the Art in Public Places program, pursuant to Part III, Chapter 4, Article II. Art in Public Places and Public Beautification of the City's Land Development Regulations (LDR).	X	
CITY COMMISSION CONDITIONS			
Comments: None		X	

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.
12/ 1/2026

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/ 1/2026

Major Site Plan Modification (MSPM 2025.09.5739) for Wal Mart Stores East LP located at 3625 N Federal Highway.

Requested Action: Staff Recommends approval of the request for a Major Site Plan Modification (MSPM 2025.09.5739) application to construct a building addition of 3,473 square feet at Walmart located at 3625 N Federal Highway, contingent upon approval of the proposed Variance (ZNCV 2025.09.5739) and contingent upon satisfying all comments indicated in Exhibit D – Conditions of Approval. Any additional conditions recommended or required by the City Commission shall be documented accordingly in the Conditions of Approval.

Explanation of Request: The subject property is approximately 9.24 acres (402,463 square feet) and is located at 3625 N Federal Highway. The parcel has a Local Retail Commercial (LRC) future land use designation and is zoned C3 (Community Commercial). The applicant, Wal Mart Stores East LP, through their agent Langan Engineering and Environmental Services, LLC, seeks approval of a Major Site Plan Modification to construct a building addition of size 3,473 square feet at Walmart located at 3625 N Federal Highway.

In conjunction with this Major Site Plan Modification application, the applicant applied for a Variance (ZNCV - 2025.09.5739) seeking relief from the required parking standards of the City's Land Development Regulations (LDR).

Staff has reviewed this request for a Major Site Plan Modification and recommends **APPROVAL** contingent upon approving the proposed Variance (ZNCV 2025.09.5739) and contingent upon satisfying all comments indicated in Exhibit D – Conditions of Approval. Any additional conditions requested by the City Commission shall be documented accordingly in the Conditions of Approval.

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

Account Line Item and Description: N/A

Procurement Methodology Bids and Purchases Only: N/A

Fiscal Impact: N/A

Attachments:
Development Order _ MSPM 2025.09.5739.docx
Staff Report_3625 N Federal Hwy_Major Site Plan Modification (MSPM 2025.09.5739).docx
Exhibit A - Location Map.pdf
Exhibit B - Project Description & Justification Statement.pdf
Exhibit C - Plans.pdf
Exhibit D - Conditions of Approval.docx

DEVELOPMENT ORDER OF
THE CITY COMMISSION OF
THE CITY OF BOYNTON BEACH, FLORIDA

PROJECT NAME: Walmart at Gulfstream Boulevard (MSPM- 2025.09.5739)

APPLICANT: John Davis, Wal Mart Stores East LP

APPLICANT'S ADDRESS: 2608 SE J Street, Bentonville, AK 72716

DATE OF HEARING RATIFICATION BEFORE CITY COMMISSION: December 1, 2026

APPROVAL SOUGHT: Approve request for a Major Site Plan Modification (MSPM - 2025.09.5739) to construct a building addition of size 3,473 square feet at Walmart located at 3625 N Federal Highway, in the C3 (Community Commercial) zoning district.

LOCATION OF PROPERTY: 3625 N Federal Highway

DRAWING(S): SEE EXHIBIT "C" ATTACHED HERETO.

_____ THIS MATTER was presented to the City Commission of the City of Boynton Beach, Florida on the date of hearing stated above. The City Commission having considered the approval sought by the applicant and heard testimony from the applicant, members of city administrative staff and the public finds as follows:

1. Application for the approval sought was made by the Applicant in a manner consistent with the requirements of the City's Land Development Regulations.

2. The Applicant
   ___ HAS
   ___ HAS NOT

   established by substantial competent evidence a basis for the approval requested.

3. The conditions for development requested by the Applicant, administrative staff, or suggested by the public and supported by substantial competent evidence are as set forth on Exhibit "D" with notation "Included."

4. The Applicant's request is hereby
   ___ GRANTED subject to the conditions referenced in paragraph 3 above.
   ___ DENIED

5. This Order shall take effect immediately upon issuance by the City Clerk.

6. All further development on the property shall be made in accordance with the terms and conditions of this order.

7. Other: _____
   _____
   _____

DATED: _____ _____
City Clerk

DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION

STAFF REPORT

TO:	Mayor and Members of the City Commission
THRU:	Gabe Sevigny Interim Planning and Zoning Division Director
FROM:	Yazan Bata Planner I
DATE:	November 3, 2026 CC Hearing Date: December 1, 2026
PROJECT:	Walmart at Gulfstream Boulevard Major Site Plan Modification (MSPM - 2025.09.5739)
REQUEST:	Approve request for a Major Site Plan Modification (MSPM - 2025.09.5739) for a building addition of 3,473 square feet to the existing commercial building as well as the associated site improvements.

PROJECT DESCRIPTION

Property Owner:	Wal Mart Stores East LP
Applicant:	John Davis
Agent:	Andrew Rakowski, Langan Engineering and Environmental Services, LLC
Location:	3625 N Federal Highway (Exhibit A – Location Map)
PCN:	08-43-46-04-00-000-1060
Existing Land Use:	Commercial
Existing Future Land Use:	LRC (Local Retail Commercial)
Proposed Future Land Use:	LRC (Local Retail Commercial)
Existing Zoning:	C3 (Community Commercial)
Proposed Zoning:	C3 (Community Commercial)
Acreage:	±9.24 acres

Adjacent Uses:

North:	Developed commercial property classified as LRC (Local Retail Commercial)

future land use and zoned C3 (Community Commercial), and developed commercial property classified as GC (General Commercial) future land use and zoned C4 (General Commercial);

South: Right-of-way of Gulfstream Boulevard; further south is developed commercial property classified as LRC (Local Retail Commercial) future land use and zoned C3 (Community Commercial);

East: Right-of-way of Federal Highway; further east is Town of Gulfstream, zoned OR (Outdoor Recreation) and zoned RS-P (Single-Family Placeausoleil); and

West: Right-of-way of N Old Dixie Highway; then Florida East Coast (FEC) right-of-way; further west is developed residential property classified as MeDR (Medium Density Residential) future land use and zoned PUD (Planned Unit Development).

PROPERTY OWNER NOTIFICATION

A notice of the requests was mailed to owners of properties within 400 feet of the subject property, and signs were posted for the City Commission meeting date. The applicant has certified that they posted signage and mailed notices in accordance with Ordinance No. 04-007 & 05-004.

BACKGROUND

The subject property is generally located between Federal Highway and N Old Dixie Highway, north of Gulfstream Boulevard. The subject property is currently zoned C-3 (Community Commercial). It also falls within the Urban Commercial District Overlay and the Federal Highway District (South) as defined by the Boynton Beach Community Redevelopment Plan. The current future land use designation is LRC (Local Retail Commercial).

In 2010, approval was granted for a New Site Plan application (NWSP 10-001) for a one-story retail building of 93,755 square feet for Walmart concurrently with three Variance requests (ZNCV 10-001, ZNCV 10-002, and ZNCV 10-0013). The Variance requests were to deviate from the Urban Commercial District Overlay Zone build-to line requirements, requiring the building to be constructed between 5 feet and 15 feet from the east property line, 10 feet and 15 feet from the south property line, and 10 feet and 15 feet from the west property line. The granted approval allowed the building to be constructed 68 feet from the east property line, 276 feet from the south property line, and 168 feet from the west property line.

In 2016, the building was further expanded for a liquor box addition. Under application MMSP 16-051, the applicant proposed increasing building footprint from 93,755 square feet to 97,470 square feet. The proposed addition required 443 parking spaces. But the applicant proposed decreasing parking count from then-existing 425 parking spaces to 396 parking spaces, by using parking reduction for sustainability – allowed by the city's Land Development Regulations (LDR). Pursuant to the requirements of the aforementioned parking reduction, a contingency plan was provided, depicting 443 parking spaces.

Today, the applicant proposes constructing an addition to the west side of the building for online pickup and delivery (OPD) operations as well as the associated parking lot reconfiguration. The proposed addition is 3,473 square feet resulting in a total building size of 102,209 square feet. The proposed site improvements include 373 parking spaces and landscape improvements west of the building.

The applicant, Wal Mart Stores East LP, through their agent Langan Engineering and Environmental Services, LLC, seeks approval of a Major Site Plan Modification for building addition and the associated site improvements. In conjunction with this Major Site Plan Modification application, the applicant seeks

approval of a Variance (ZNCV - 2025.09.5739) to propose 373 parking spaces where 512 parking spaces are required, in connection with this Major Site Plan Modification for the entire site.

ANALYSIS

Traffic: The applicant provided a Traffic Statement prepared by Langan Engineering and Environmental Services, LLC and dated September 18, 2026, to evaluate the potential impact of redevelopment for the project site. The study determined real-life and day-to-day trips on an hourly basis. According to the study, proposed redevelopment is expected to increase traffic by no more than 11 peak hour trips compared to the existing use on-site and is not considered a significant change to current conditions.

Utilities: The City's Utilities Department has reviewed the Major Site Plan Modification application. The Utilities Department will provide additional necessary reviews at the time of permitting, following approval of the Variance request and Major Site Plan Modification.

Police/Fire: The Police and Fire Departments have reviewed the site plan modification. Police provided conditions of approval regarding conflicts between lighting and landscaping as well as site safety and visibility (Exhibit D – Conditions of Approval). The Police and Fire Departments will provide additional necessary reviews at the time of permitting, following approval of the Variance request and Major Site Plan Modification.

Engineering: The City's Engineering Division has reviewed the Major Site Plan Modification application. The City's Engineering Division has stated that an in-depth review will take place at the time the Engineer of Record submits plans for a Land Development Permit (LDP) prior to the commencement of any new construction (Exhibit D – Conditions of Approval).

Drainage: The City's Engineering Division has reviewed the Major Site Plan Modification application. The City's Engineering Division has stated that Full drainage plans, including drainage calculations will be required at the time of permitting (Exhibit D – Conditions of Approval).

Access: The ingress and egress of vehicular access to the subject property remain unchanged.

Parking: Off-street parking regulations require one (1) parking space for every two hundred (200) square feet of *any non-residential use* within *Commercial and Office & Health Care Uses*. With the applicant's proposal of the additional 3,473 square feet, there would be a total of 102,209 square feet for the entire building. This requires 512 parking spaces for the entire site. The applicant is proposing 373 parking spaces for the entire site.

The applicant provided a Traffic Statement prepared by Langan Engineering and Environmental Services, LLC and dated September 18, 2026, to evaluate the potential impact of redevelopment for the project site. The study determined the real-life and day-to-day parking utilization on-site on an hourly basis. According to the study, proposed parking count already exceeds current parking demand by 17 parking spaces. The study observed that the current parking rate is less than what

the LDR require and that the site will provide adequate parking for the proposed development. A Variance is requested to reduce the minimum parking requirement.

Landscaping: The Plant List (Landscape Plan sheet C-5) indicates two (2) new palms and eight (8) new trees are proposed, most of which within foundation landscaping around the building addition. It also indicates one hundred and ten (110) shrubs and ground cover plants are proposed throughout the disturbed area – as foundation plants, parking lot islands, and closing off any gaps within the perimeter landscaping.

Additionally, to meet sustainable development standards, the applicant proposes using only native or Florida-friendly plant species to restore pre-development native habitat on the project site in an area equal to or greater than 10% of the development footprint.

The existing site landscaping shall be protected and preserved on-site. The applicant shall ensure that, prior to permit approval, any removed or relocated palms or trees are mitigated pursuant to the city's Land Development Regulations (LDR) (Chapter 4, Article II).

Building Height: Maximum building height at the subject property remains unchanged.

Design: The applicant proposes a building addition that is consistent with the principal building's design. It is characterized by flat, white, sustainable roofs and louvered awnings, which offer a more regional vernacular and coastal appearance that complement the architectural style. A sense of non-continuous façade is created through multiple awning types as well as front façade canopy. Building colors are being updated to a modern hue of grey and blue to better fit Walmart's rebranding. Moreover, proposed site design includes decorative front façade bollards as well as paved crosswalks, further preserving and enhancing the form, scale, and visual character that make Boynton Beach Community Redevelopment Agency (CRA) districts unique within the city and the region, contributing to a positive image for the city.

Setbacks: The Urban Commercial District Overlay requires no building setbacks, but rather a build-to line with accommodation of the required Pedestrian Zone. In 2010, approval was granted for a New Site Plan application (NWSP 10-001) concurrently with three Variance requests (ZNCV 10-001, ZNCV 10-002, and ZNCV 10-0013) allowing the building to deviate from the Urban Commercial District Overlay build-to line requirements, requiring the building to be constructed between 5 feet and 15 feet from the east property line, 10 feet and 15 feet from the south property line, and 10 feet and 15 feet from the west property line. The granted approval allowed the building to be constructed 68 feet from the east property line, 276 feet from the south property line, and 168 feet from the west property line.

Today, the applicant proposes constructing an addition to the west side of the building for online pickup and delivery (OPD) operations. However, the addition does not change the building's setbacks.

Lighting: The Photometric Plan (sheet C-6) depicts five (5) freestanding pole light fixtures, all of which would be twenty (20) feet high, as well as three (3) wall-mounted light fixtures at sixteen (16) and twenty (20) feet in height. While none of the selected fixtures are classified as "vandal-resistant," but they incorporate features that may deter vandalism such as (A) cast aluminum hosting, (B) acrylic optic secured with

temper-resistant torx-head screws, (C) installation height that places the fixture out of normal reach, and (D) no access to internal components without the use of tools.

No spot readings are in excess of the maximum (5.9) foot-candles allowed and all lighting is fully contained within the property boundaries without any “spill over” to the adjacent property or right-of-way. Additionally, the Police Department has reviewed the application and noted that the applicant shall ensure parking lot, walkways, and entrances remain well lit.

Sustainability: Non-residential developments less than one (1) acre must achieve a minimum of 20 sustainability points, whereas non-residential developments larger than one (1) acre must achieve a minimum of 25 sustainability points. Since the scope of work is limited to an area less than one (1) acre, then, the minimum required for this project was 20 sustainability points.

The development would satisfy the requirement by providing the following. Please refer to Sustainability Exhibit EX-1 (Exhibit C – Project Plans) for more information.

SUSTAINABLE DEVELOPMENT STANDARDS	POINTS
Energy	
Efficient Cooling - All air conditioners are Energy Star qualified. Minimum SEER 16.	2
Cool Roof - Use roofing materials that have a Solar Reflective Index (SRI) 75 for low-sloped roofs (<2:12) or 25 for steep- sloped roofs (>2:12) for a minimum of 75% of the roof surface.	2
Building Color - Use of white or cool light colors for the body of buildings to reflect rather than absorb heat and reduce cooling costs.	2
Shade Structures for Buildings - Where provisions of shade structures are not required per code: Structures such as awnings, screens, louvers, or other architectural devices shall cover a minimum of 50% of glazed openings.	4
Lighting - Provide energy efficient lighting such as LED lighting for building interiors for 100% of proposed lighting.	1
Water Conservation and Management	
Permeable Parking Surfaces - Permeable surfacing materials are used for 25% of surface parking areas.	4
Vault System - Utilize a vault system for stormwater management to maximize usable open space on urban sites.	4
Urban Nature	
Habitat Restoration - Using only native or Florida Friendly plant species, restore pre-development native habitat on the project site in an area equal to or greater than 10% of the development footprint, working with a landscape architect to	4

ensure that restored areas feature waterwise, native and drought tolerant plants.	
Total Points	23

Amenities: No new amenities are proposed for the project.

Signage: Signage remains unchanged. Any new signs shall comply with the sign regulations pursuant to the city's Land Development Regulations (LDR) (Chapter 4, Article IV).

Public Art: The applicant has indicated that they will not be providing Public Art on-site and has chosen to provide payment-in-lieu of a Public Art Project directly to the Public Art Fund.

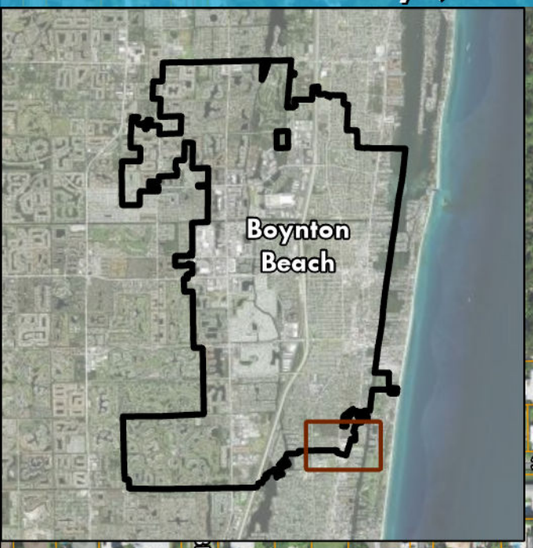
RECOMMENDATION

Staff has reviewed this request for a Major Site Plan Modification and recommends **APPROVAL** of the request for a Major Site Plan Modification (MSPM 2025.09.5739) application to construct a building addition of size 3,473 square feet at Walmart located at 3625 N Federal Highway, contingent upon approving the proposed Variance (ZNCV 2025.09.5739) and contingent upon satisfying all comments indicated in Exhibit D – Conditions of Approval. Any additional conditions recommended or required by the City Commission shall be documented accordingly in the Conditions of Approval.

Location Map - Walmart

3625 N Federal Hwy (PCN: 08-43-46-04-00-000-1060)

CITY OF BOYNTON BEACH



Walmart Supercenter

SITE

34th Ave

SE 34th Ave

Francesca Ridge Rd

SE 35th Ave

SE 1st St

SE 2nd St

SE 2nd Ct

Wolf Run Ln

Jamestown Ln

N Federal Hwy

Palm Dr

Pierson Dr

Karen Dr

Roberts Rd

Polo Cove

Palm Way

Middle Rd

Polo Dr

Bluewater Cv

Golfview Dr

Gulfstream Blvd

Seacrest Blvd

Oceanview Ave

Webb Ave

Gulfstream Dr

Seacrest Ln

De Carie St

Orchid Ln

Palm Beach Wellness

Indigo Pt

Emerald Row

Canary Walk

Seacrest High School

Legend

- Site Location - Walmart
- City's Boundary

N

0 110 220 440 660 880

Feet

Revised September 18, 2026

City of Boynton Beach
Planning and Zoning
100 E. Ocean Avenue
Boynton Beach, FL 33435

Re: Parking Variance Request – Justification Narrative
Wal-Mart 5911.276 Boynton Beach Proposed Expansion
3625 Federal Hwy, City of Boynton Beach, FL 33435
City of Boynton Beach Project/Case #: 2025.09.5739
Langan Project No.: 342044901

To whom it may concern:

Please accept this Parking Variance Request Justification Narrative on behalf of the Owner/Applicant, Wal-Mart Stores East LP, for the Wal-Mart Store #5911.276 Online Pickup and Delivery (OPD) Expansion ("the project"). The project proposes a ~3,473 SF expansion and associated parking lot modifications to the existing Walmart Super Center located at 3625 Federal Hwy, Boynton Beach, FL, 33435 (PCN 08434604000001060). The site is zoned C-3 Community Commercial District and is also located within the Urban Commercial District Overlay. Previous zoning applications (ZNCV 10-001, ZNCV 10-002, and ZNCV 10-003) allowed for alternate setbacks, which will not be further reduced as part of the proposed improvements. This Variance Request and associated Major Site Plan Application is City of Boynton Beach Project/Case #: 2025.09.5739.

While this application for a modest 3,473 SF building expansion and associated parking lot modifications triggers a parking variance request under the current City Code of Ordinances, it is critical to understand the project's scope and net effect on site operations. The expansion is solely for back-of-house storage and staging to bolster the store's existing and increasingly vital Online Pickup and Delivery (OPD) operations—it is not for new, publicly accessible retail sales floor area that would attract additional customer demand. The variance is primarily necessitated by changes to the City's parking regulations since the store's original approval. The proposed modifications result in a net reduction of only 17 existing parking spaces: existing parking (390) – proposed parking (373) = net loss of parking spaces (17); please refer to the Traffic Statement attached. Furthermore, a site-specific parking utilization study confirms that the store currently operates with a significant peak-hour parking surplus and will continue to do so with the proposed modifications, demonstrating that ample parking will remain available to serve the community.

The application complies with the City's Site Plan review criteria. Outside of the previous zoning relief approvals outlined above (existing non-conformities that will not be further expanded) the site plan modification will comply with the requirements of the zoning district regulations of Chapter 3, Article III and site development standards described in Chapter 4.

The existing Walmart building is 98,736 SF and is proposed to be expanded by approximately 3,473 SF for a total gross floor area of 102,209 SF. The purpose of the building expansion is to provide additional storage and staging for OPD operations (racks, refrigerators and equipment) for associates to assemble and deliver customers parked in the numbered OPD parking stalls adjacent to the expansion. Online Pickup and Delivery is currently an existing use at the Walmart store, which is proposed to be expanded as part of the project. The total number of OPD stalls is proposed to be increased from 13 to 27 parking stalls (including the existing Liquor Pickup). As discussed with City staff on July 31st, 2025, the project will require relief from the current parking requirements outlined in the City of Boynton Beach Code of Ordinances.

Section I: Nature of Request and Site Summary

The City of Boynton Beach Code of Ordinances (the "Code") Land Development Regulations, Chapter 4, Article V. requires 494 parking spaces based on existing Store square footage of 98,736 square feet. The proposed 3,473 square foot Store expansion will result in a new total Store square footage of 102,209 square feet, which, in turn, will generate an updated parking requirement of 512 spaces by Code. The Project requires removal of several existing underutilized parking spaces located along the western side portion of the Store to accommodate the Store expansion. The Project also includes the removal or reconfiguration of other parking spaces to accommodate the additional/improved OPD spaces. The current existing parking count on the site is 390 spaces (104 less than required), whereas the project proposes 373 spaces (139 less than required). However, the net loss of proposed parking spaces on the site is 17 parking stalls. Refer to Figure 1, Overall Site Plan, for the proposed site plan.

Previous Permits and Approvals

When the site was originally approved in March 2010 and then further expanded in June 2016 for a liquor box building addition, the Code requirement in place was 1 space for 200 SF of retail and 1 space per 800 SF of stockroom. See the table below from Drawing C-1 from the 2016 Liquor Box Expansion, also attached as Figure 2, Overall Site Plan:

2016 Liquor Box Expansion Parking Summary

PARKING INFORMATION

CITY OF BOYNTON BEACH REQUIRED PARKING:	85,313	427	5.00 / 1000 S.F. RETAIL
	12,157	16	1.00 / 800 S.F. STOCKROOM
	97,470	443	TOTAL

ADA PARKING REQUIRED: 2% OF TOTAL SPACES PROVIDED

PRE-EXPANSION - EXISTING CONDITION:

PARKING PROVIDED: 425 SP. / 93,755 S.F.= 4.53 SP. / 1,000 S.F.
(NOT INCLUDING 12 SPACES ALLOCATED FOR CART CORRALS.)

POST-EXPANSION - PROPOSED CONDITION:

STANDARD PARKING PROVIDED:	376 SPACES (NOT INCLUDING 12 SPACES ALLOCATED FOR CART CORRALS.)
ADA PARKING PROVIDED:	12 SPACES
COMPACT PARKING PROVIDED:	2 SPACES
MOTORCYCLE PARKING PROVIDED:	6 SPACES
TOTAL PARKING PROVIDED:	396 SPACES - (396 / 97,470 = 4.06 SP PER 1000 S.F.)

Table from Overall Site Plan, Sheet No. C-1, prepared by CPH, last revised on September 21, 2016. (Figure 2)

Furthermore, a contingency plan was included under the 2016 permitting, as summarized below and included as Figure 3, Parking Contingency Plan for Liquor Box.

2016 Liquor Box Expansion Parking Contingency Plan

PARKING INFORMATION

CITY OF BOYNTON BEACH REQUIRED PARKING:	85,313	427	5.00 / 1000 S.F. RETAIL
	12,157	16	1.00 / 800 S.F. STOCKROOM
	97,470	443	TOTAL

ADA PARKING REQUIRED: 2% OF TOTAL SPACES PROVIDED

PRE-EXPANSION - EXISTING CONDITION:

PARKING PROVIDED: 425 SP. / 93,755 S.F.= 4.53 SP. / 1,000 S.F.
(NOT INCLUDING 12 SPACES ALLOCATED FOR CART CORRALS.)

POST-EXPANSION - PROPOSED CONDITION:

STANDARD PARKING PROVIDED:	376 SPACES (NOT INCLUDING 12 SPACES ALLOCATED FOR CART CORRALS.)
ADA PARKING PROVIDED:	12 SPACES
COMPACT PARKING PROVIDED:	2 SPACES
MOTORCYCLE PARKING PROVIDED:	6 SPACES
TOTAL PARKING PROVIDED:	396 SPACES - (396 / 97,470 = 4.06 SP PER 1000 S.F.)

CONTINGENCY PLAN CONDITION:

STANDARD PARKING PROVIDED:	379 SPACES (NOT INCLUDING 12 SPACES ALLOCATED FOR CART CORRALS.)
ADA PARKING PROVIDED:	12 SPACES
COMPACT PARKING PROVIDED:	40 SPACES
MOTORCYCLE PARKING PROVIDED:	12 SPACES
TOTAL PARKING PROVIDED:	443 SPACES - (443 / 97,470 = 4.54 SP PER 1000 S.F.)

Parking Table from Parking Contingency Plan, Sheet No. P-1, prepared by CPH, last revised on July 15, 2016 (Figure 3)

Parking Reductions for Sustainability Measures

It is our understanding based on the above research that the existing site currently benefits from reduced parking requirements due to sustainability measures as outlined in Chapter 4, Article V, Section 3. These measures include accommodation for fuel-efficient vehicles, designated covered spaces for motorcycles, apparatus for parking and locking of bikes, low-powered mopeds and scooters, pervious pavement, and a parking contingency plan. This benefit reduces the parking requirement from 1 space per 200 SF of gross building area to 1 space per 250 SF of gross building area. Parking of stockroom areas were at 1 space per 800 SF.

Under the current application, sustainability measures are proposed to remain as follows:

- Motorcycle Parking: 6 Spaces
- EV Charging: 2 Car Parking Spaces
- Pervious Pavement: 9,720 SF (60 Parking Stalls)

Furthermore, the site is proposed to be enhanced for sustainability further by reducing impervious cover. The site modifications will result in a decrease in impervious surfaces of approximately 1,180 SF. Refer to Figure 4 , Proposed Land Cover Plan for a depiction of net impervious reductions proposed as part of this project. The project will also utilize the existing on-site utilities and drainage infrastructure. The existing stormwater infrastructure constructed

and permitted as part of the site's South Florida Water Management District (SFWMD) Permit #50-09509-P will be adequate for the proposed improvements.

The most recent Site Plan Application (Liquor Box Expansion, Dated September 2016) for the site provided by City Staff includes a contingency plan (Figure 3) for potential expanded parking prior to the current parking regulations being implemented. Therefore, the site was able to park stockroom areas at 1 space per 800 SF and meet the overall parking demand for sustainable parking. Refer to Figure 2, C-1 Overall Site Plan and Figure 3, P-1 Parking Contingency Plan, which outlines our understanding of the currently approved site conditions under the regulations in place at the time.

The project will continue to implement sustainable parking measures outlined in the Code. However, the requirement for a contingency plan cannot be met given the current parking regulations and inability to count existing and proposed stockrooms areas at the lower parking demand.

ITE Parking Demand Review

To understand the project's parking demand we estimated the parking demand using data from the latest ITE Parking Generation Manual 6th Edition and determined that the proposed development is expected to have an average parking demand of 143 parking spaces during a regular weekday, 198 parking spaces during a regular Saturday, and 141 parking spaces during a regular Sunday. Based on ITE time-of-day parking distribution, the peak utilization of the Free-Standing Discount Superstore use occurs at 1:00 PM on a weekday and at 2:00 PM on a Saturday. With the proposed expansion, the development will provide 373 parking spaces. Therefore, the proposed parking layout will be able to accommodate peak parking demands of the development with the proposed modifications. The table below provides the parking demand summary.

ITE Parking Demand Summary (6th Edition)

Use	Size	Weekday/Weekend	ITE Average Rate Equation		Parking Demand	
			Parking Rate			
Free-Standing Discount Superstore (Land Use Code 813)	102,209 SF	Weekday	1.40	(X)	143	PS
		Saturday	1.94	(X)	198	PS
		Sunday	1.38	(X)	141	PS
Provided Parking Spaces		373 PS				

Site Specific Parking Utilization Study

A site-specific parking utilization and traffic analysis was performed, with parking counts being collected during the peak holiday shopping season of December 2025. The results of the site-specific parking study showed an operational surplus of approximately 64 parking spaces in existing conditions: traffic study peak parking demand (309) – proposed parking 373, difference of 64 parking spaces, whereas the proposed improvements represent a net decrease of 17

parking spaces: : existing parking (390) – proposed parking (373) = net loss of parking spaces (17). See attached Traffic Statement.

Section II: General Rationale

Approval of the Variance will allow Walmart to meet established local customer demand, address future demand, and avoid potential future operational disruptions. By way of background, OPD parking spaces are reserved for Walmart customers who have ordered their products online utilizing Walmart's website or mobile application prior to arriving at a particular Walmart store. OPD parking spaces are marked with signage stating "Online Pickup," or similar. Once OPD customers arrive at an OPD parking space, Walmart associates bring the Customers' pre-ordered products directly to customer vehicles for delivery/pickup. The OPD model has proven popular amongst customers, as it combines the efficiency of online retail with the convenience of local "brick and mortar" shopping. The subject Walmart Store has maintained an OPD program for some time and currently operates a total of 13 OPD spaces. Based on current modeling, 27 OPD spaces are required at this particular store location in order to meet current and projected demand, as well as to avoid any potential operational backups as a result of continued customer demand.

The Application is consistent with approved OPD operations at comparable Walmart – and competitor – retail locations throughout Florida and would enable Walmart to better compete in the marketplace by providing customers in Boynton Beach the appropriate level of service. As described above, OPD operations are being increasingly utilized and relied upon by retail shoppers throughout the country – and Florida is no exception. For many, the allure of OPD is simply increased efficiency. For others with limited physical mobility or other accessibility challenges, OPD creates the opportunity to more conveniently and safely shop for a wide variety of retail products close to home or work. The subject Application is wholly consistent with precedent throughout the state at other Walmart locations, as well retail locations operated by Walmart's competitors. Walmart seeks to provide the same high-level of OPD service to its valued customers in the City of Boynton Beach while simultaneously remaining competitive in the general marketplace.

The Site-Specific Parking Utilization Study found a significant peak hour parking surplus at the store. Similarly, we found that, notwithstanding the proposed Project, the Store will continue to operate with a significant peak hour parking surplus. Sufficient parking will remain available at peak usage times assuming approval of the Variance/Project. An ITE summary outlined above also shows that the proposed parking total would be sufficient in the proposed conditions. Among other things, the approved parking ratios of Walmart Supercenters in the surrounding area were collected to compare to the proposed parking ratio of Walmart Supercenter #5911 under the build out condition. The proposed ratio for Walmart Supercenter #5911 is within the range of approved parking ratios for other Walmart Supercenters in the area.

The Project largely absorbs its own parking impacts and also relieves some regular Store parking demand because OPD generally results in fewer in-store visits and improves

customer turnover efficiency. The Variance is largely triggered by a change in regulations from when the store was initially built, expanded and proposes a modest building expansion of ± 3,473 square feet. That new Store building area will be utilized as a "back-of-house" preparation and storage area for OPD operations, similar to the "stockroom" use utilized under the previous parking code. In other words, the proposed new building area is not a publicly accessible retail sales floor area that would attract or accommodate additional in-store customers. On the contrary, the Project is designed to accommodate preferences for a select group of customers who prefer OPD shopping over in-store shopping. Because OPD operations require less time-per-visit than traditional in-store shopping, OPD operations also improve customer flow efficiencies – simply put, OPD allows the same number of customers to spend significantly less time at the Store, which in turn results in a practical reduction in actual overall parking demand for the Store.

SECTION III: General Criterial for Variance Requests per Section 4. Relief Applications:

Applicant hereby references and incorporates the general rationale set forth in Section II above, but also provides the following additional analysis.

a. That special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district.

The site was previously approved and constructed under parking requirements which allowed for the use of stockroom areas to be counted at 1 space per 800 SF and retail areas to be counted at 1 space per 200 SF. The building addition proposed as part of this application will be for additional storage areas for OPD that are consistent with a stockroom.

Secondly, 13 parking stalls dedicated to OPD are proposed to be expanded to 27 OPD stalls. The nature of the Online Pickup and Delivery operations being expanded on the site will, in our opinion, inherently reduce the overall parking demand for the site. Customers place an online order, park in the OPD stall, notify the store through the app that they have arrived along with their stall number and an associate then delivers the merchandise to the vehicle. The amount of time that customers spend on site occupying a parking stall will be less than having to park their vehicle and enter the store. This is a special circumstance that is unique to the applicant's operation and is not considered as part of the requirement outlined for a site that strictly offers retail parking.

b. That special conditions and circumstances do not result from the actions of the applicant for the variance.

The parking requirements on the site became more stringent from when the site was approved, constructed and expanded previously, which is not the result of actions taken by the applicant. A previous expansion to the building was able to take advantage of the stockroom parking requirements and sustainable parking provisions to significantly reduce the parking requirements.

While the proposed improvements cannot meet the contingency plan requirements of the sustainable parking standards, the remaining components of the provisions will continue to be implemented and expanded.

Furthermore, the nature of retail shopping because of the internet and the ability to shop online has modified consumer behavior and expectations. Meeting increasing OPD is critical not only to commercial success but also to ensure that the City's residents have adequate access to the expansion of this service which is available to other communities throughout the region and country.

c. That granting the variance requested will not confer on the applicant any special privilege that is denied by this section to other lands, structures or buildings in the same zoning district.
Retail is permitted by right in the C-3 Community Commercial Zoning District and this use was permitted and constructed to be consistent with City parking requirements. In our opinion, granting the variance requested would not confer a special privilege on the applicant that is otherwise denied by this section to other lands, buildings, or structures. If a developer or property owner was investigating to build retail shopping center on a similar property today (with the adoption of the current parking regulations), they would be aware of the amended parking regulations and build the site to current standards. Applicant would also note that similarly situated retail businesses throughout the region provide OPD operations – in this case, OPD could be operated at the subject Store without the Variance, but not at the level of service and with the same "best practices" as can be achieved with the Variance.

d. That literal interpretations of the provisions of the ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the ordinance and would work unnecessary and undue hardship on the applicant.

A literal interpretation of the current ordinance would place unnecessary hardship on the applicant. If a developer or property owner was investigating and proposing to build retail shopping center on a similar property today (with the adoption of the current parking regulations) they would be aware of the amended parking regulations and build the site to current standards.

e. That the variance granted is the minimum variance that will make possible reasonable use of the land, structure or building.

The variance is the minimum variance required for the applicant to make improvements to the existing Property. The applicant is simply requesting a reduction in parking spaces consistent with code regulations that were in place at the time of the original store construction which allowed for stockroom areas to be counted separate from retail/shopping areas.

f. That the granting of the variance will be in harmony with the general intent and purpose of this chapter and that such variance will not be injurious to the area involved or be otherwise detrimental to the public welfare.

In our opinion, the variance will be in harmony with the general intent and purpose of this chapter and will not be injurious to the area or detrimental to the public welfare. As outlined above, adequate parking will be provided on site per ITE Demand and the excess parking outlined per the parking utilization analysis presented. Furthermore, the expansion of Online Pickup and Delivery at the store will result in a reduction in the duration that customers will be parked on the site.

SECTION IV: Conclusions

In summary, while a literal interpretation of the current City Code may result in a substantial technical parking variance, a holistic review of the project and its operational benefits reveals a minor and mitigated impact. The primary purpose of this application is to enhance essential Online Pickup and Delivery (OPD) services, a modern retail option that offers customers greater choice and shopping efficiency. The proposed expansion is dedicated entirely to back-of-house stockroom space, ensuring it will not generate new in-store customer traffic.

Moreover, the nature of the OPD operation itself is a parking demand mitigator. These spaces facilitate faster customer turnover compared to traditional in-store shopping, practically relieving overall parking demand for the store. While the project necessitates the removal of spaces for construction, the net loss compared to existing conditions is only 17 spaces, which is minimal. This minor reduction is further justified by the findings of the site-specific parking utilization study, which shows the store operates with a significant peak hour parking surplus and will continue to have sufficient parking capacity after the project is constructed. Granting this variance is therefore in harmony with the general intent and purpose of the Code and will not be detrimental to the public welfare.

Further details and justifications for how the proposed project will satisfy the criteria above, set forth in the Ordinance, will be provided by the applicant and their experts as part of public meeting. Please do not hesitate to contact myself, (arakowski@langan.com, 267-629-9987) with questions about the contents of this submittal.

Sincerely,
Langan Engineering and Environmental Services, LLC

Andrew Rakowski

Andrew Rakowski, P.E.
Associate

List of Figures and Attachments:

- Figure 1: Sheet C-1 Overall Site Plan for OPD, Prepared By Langan Engineering, Dated February 10, 2026, last revised October 6, 2026.
- Figure 2: Sheet C-1, Overall Site Plan for Liquor Box, Prepared By CPH, Dated April 2026, last revised on September 21, 2016.
- Figure 3: Sheet P-1, Parking Contingency Plan for Liquor Box, Prepared By CPH, Dated April 2026, last revised on July 15, 2016.
- Figure 4: Proposed Land Cover Plan Prepared By Langan Engineering, Dated July 24, 2026.
- Traffic Statement Prepared by Langan Engineering, Dated February 12, 2026, last revised September 18, 2026.

INITIAL:AR
cc: John Davis – SDM, Walmart
Wes Hevia – LSN Law

FBPE Registry No. 6601

\\langan.com\data\ORL\data9\342044901\Project Data_Discipline\Site Civil\Permit Apps\Parking Variance\2026-09-09 Resubmission Parking Narrative\2026-09-18 5911 Revised Parking Variance Narrative Draft.docx

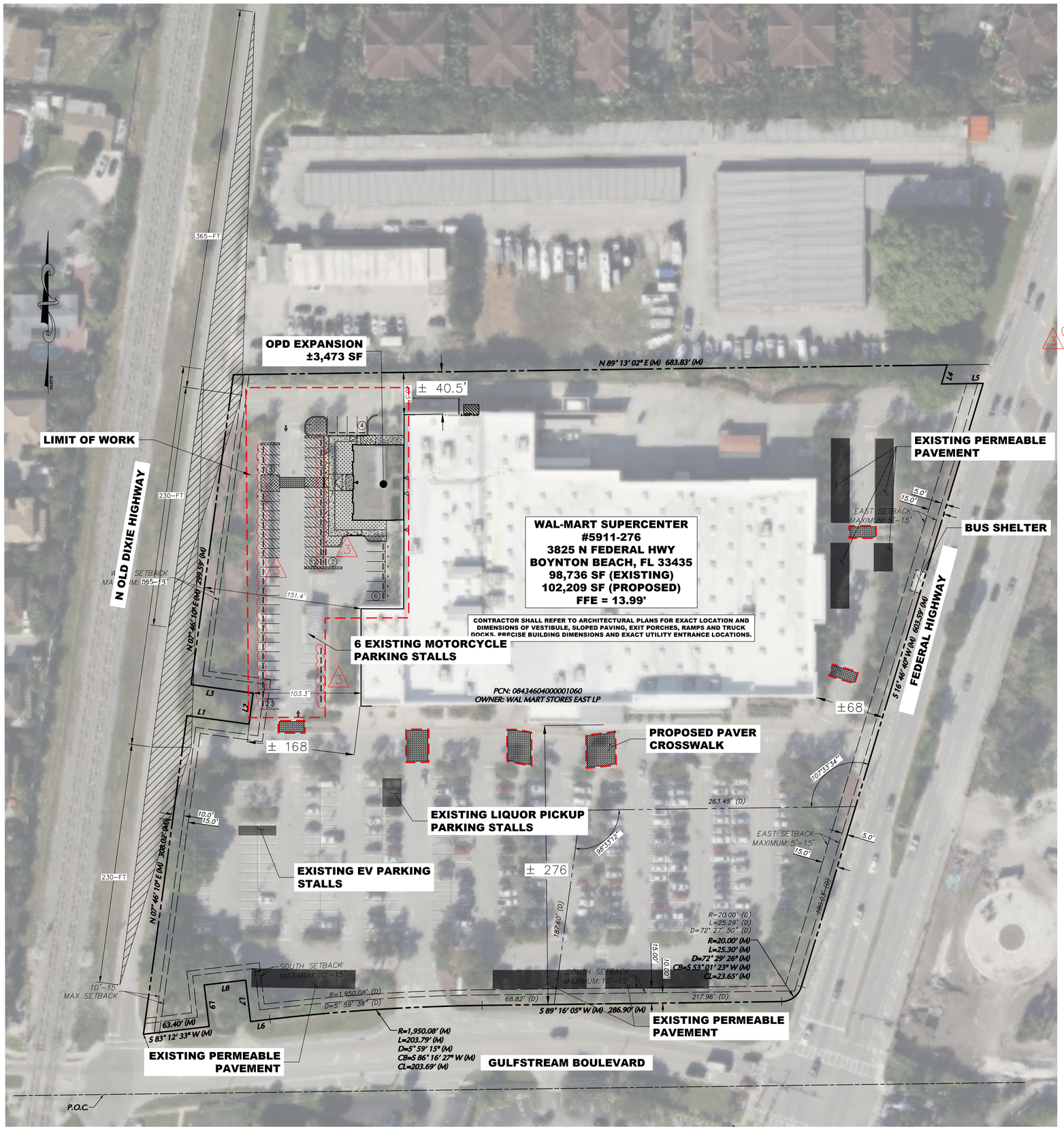


IMAGE SOURCE:
AERIAL IMAGERY WAS ACQUIRED ON JUNE 2025 VIA AUTODESK LIVE MAP DATA AND MICROSOFT BING MAPS PLATFORM APIS.

SCALE: 1 INCH = 40 FEET

STATEMENT OF INTENT

THE OWNER PROPOSED TO CONSTRUCT A NEW ±3,473 S.F. ONLINE PICKUP DELIVERY (OPD) BUILDING ADDITION AND THE REQUIRED SITE ELEMENTS TO SUPPORT IT.

ADDRESS: 3625 S FEDERAL HWY, BOYNTON BEACH, FL 33435
WAL-MART SITE AREA: ± 9.36 AC (± 407,615 SF)
ZONING: C-3 COMMUNITY COMMERCIAL
LANDUSE: COMMERCIAL
PARCEL ID: 08-43-46-04-00-000-1060

BUILDING DATA

PRE-EXPANSION - EXISTING CONDITION:

GROSS BUILDING AREA:	98,736 S.F. (±)
STOCKROOM AREA:	12,157 S.F. (±)
TOTAL RETAIL AREA:	86,579 S.F. (±)
BUILDING SETBACKS EXISTING:	
FRONT (EAST):	53' PER VARIANCE ZNCV 10-001
SIDE (SOUTH):	261' PER VARIANCE ZNCV 10-002
SIDE (WEST):	153' PER VARIANCE ZNCV 10-003
BUILDING HEIGHT (ONE STORY):	39'-4"
MAXIMUM CODE:	45'

POST-EXPANSION -PROPOSED CONDITION:

PROPOSED BUILDING EXPANSION:	3,473 S.F. (±)
TOTAL PROPOSED BUILDING AREA:	102,209 S.F.(±) (+3.52%)
PROPOSED BUILDING EXPANSION HEIGHT (ONE STORY):	22'- 8" 3
PROPOSED FLOOR AREA RATIO:	0.25
PROPOSED BUILDING SETBACKS:	
FRONT (EAST):	± 53'
SIDE (WEST):	±153'
SIDE (NORTH):	± 40.5' 3
SIDE (SOUTH):	±261'

SITE DEVELOPMENT CALCULATIONS

GROSS SITE AREA:	9.36 ACRES (±)
BUILDING (102,209 S.F. (±)):	2.35 ACRES (±)
FUTURE LAND USE:	LOCAL RETAIL COMMERCIAL
PARCEL ID:	08-43-46-04-00-000-1060
LOCAL JURISDICTION:	CITY OF BOYNTON BEACH

PARKING REQUIREMENTS

PRE-EXPANSION - EXISTING CONDITIONS:

PARKING PROVIDED: 390 SPACES = 3.95 SP /1000 SF
(NOT INCLUDING 10 SPACES ALLOCATED FOR CART CORRALS)

POST-EXPANSION - PROPOSED CONDITION:

PARKING PROVIDED: 373 SPACES = 3.65 SP/1000 SF
(NOT INCLUDING 8 SPACES ALLOCATED FOR CART CORRALS)

REQUIRED ADA PARKING: 2% OF TOTAL PARKING REQUIRED
REQUIRED: 512 TOTAL SPACES = 11 ADA PARKING SPACES REQUIRED
PROVIDED: 13 SPACES

SITE ANALYSIS TABLE (BOYNTON BEACH 05911-276)

	EXISTING	PROPOSED
TOTAL BUILDING AREA	98,736 S.F.	102,209 S.F.
REQUIRED PARKING (PER CITY OF BOYNTON BEACH)	494 SPACES	512 SPACES
REQUIRED PARKING RATIO (PER CITY OF BOYNTON BEACH)	5 SPACES/1,000 S.F.(6)	5 SPACES/1,000 S.F.(6)
CUSTOMER AND ASSOCIATE PARKING	356 SPACES	325 SPACES
ACCESSIBLE PARKING	13 SPACES	13 SPACES
EV PARKING	2 SPACES	2 SPACES
PICKUP PARKING (INCLUDING LIQUOR PICKUP)	13 SPACES	27 SPACES
CART CORRALS (NOT INCLUDED IN COUNTS BELOW)	10 CORRALS / 10 SPACES	8 CORRALS / 8 SPACES
MOTORBIKE PARKING	6 SPACES	6 SPACES
TOTAL PARKING EXCLUDING PICKUP STALLS	377 SPACES	346 SPACES
PARKING RATIO EXCLUDING PICKUP STALLS	3.81/1,000 S.F.	3.39/1,000 S.F.
TOTAL PARKING INCLUDING PICKUP STALLS	390 SPACES	373 SPACES (6)
PARKING RATIO INCLUDING PICKUP STALLS	3.95/1,000 S.F.	3.65/1,000 S.F.

NOTES:
1. GROSS FLOOR AREA IS PER AOR (OSWALDO BUZNEGO) DIRECTION 6/20/2025.
2. EXISTING PARKING COUNTS ARE BASED ON PREVIOUS DESIGN REQUIREMENTS, ORIGINAL CONSTRUCTION PLANS, AND A SITE VISIT CONDUCTED BY LANGAN ON 07/03/2025.
3. PARKING SPACES OCCUPIED BY CART CORRALS HAVE BEEN EXCLUDED FROM THE PARKING COUNTS AND PARKING RATIOS.
4. EXISTING PROPERTY LINE HAS BEEN REFERENCED PER A PLAN TITLED "OVERALL SITE PLAN" PREPARED BY CPH, INC. DATED 01/28/2016.
5. EXISTING BUILDING HEIGHT IS PER BRR ARCHITECTURE, SHEET A2.3, ENLARGED EXTERIOR ELEVATIONS, DATED 08/13/2010, LAST REVISED 8/19/2011.
6. A VARIANCE REQUEST HAS BEEN SUBMITTED UNDER SEPARATE APPLICATION.
7. LAND USE SUMMARY TABLES FOR WORK AREAS A THROUGH G HAVE BEEN INCLUDED WITHIN THE STORMWATER REPORT DATED 8/26/2026

LANDSCAPE NOTES:
1.PLANTS IN THE SIGHT TRIANGLE AREAS IDENTIFIED ON THIS PLAN MUST BE MAINTAINED AT A MAXIMUM HEIGHT OF 2.5 FEET, AND TREE LIMBS MUST BE A MINIMUM OF 8 FEET IN HEIGHT.

DEVELOPER/OWNER:
WALMART INC.
c/o WALMART PROPERTY TAX DEPARTMENT
PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC

OVERALL SITE PLAN

REVISIONS	BY
07-24-2026 CITY OF BOYNTON BEACH COMMENTS	1
08-25-2026 PER SFWMD REVIEWER COORDINATION	2
10-06-2026 CITY OF BOYNTON BEACH COMMENTS	3

LANGAN
Langan Engineering and Environmental Services, LLC.
13485 Veterans Way, Suite 120
Orlando, FL 32827
T: 407.974.2900 F: 407.974.2901 www.langan.com
CPES Registry No. EC0000151 LB3172 LC26116

This item has been digitally signed and sealed by JOSEPH J. YANNUCCI, JR., PE on the DATE shown in the digital signature. Printed copies of this document are not considered signed and sealed and the Digital Signature must be verified on any electronic copies.

JOSEPH J. YANNUCCI, JR. No. 65969 STATE OF FLORIDA PROFESSIONAL ENGINEER

Signature Date
JOSEPH J. YANNUCCI, JR.
PROFESSIONAL ENGINEER FL Lic. No. 65969

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

Walmart

Project No. 342044901

DRAWN	RH
CHECKED	AR
DATE	26 AUGUST 2026
SCALE	AS NOTED
JOB No.	342044901
SHEET	C-1

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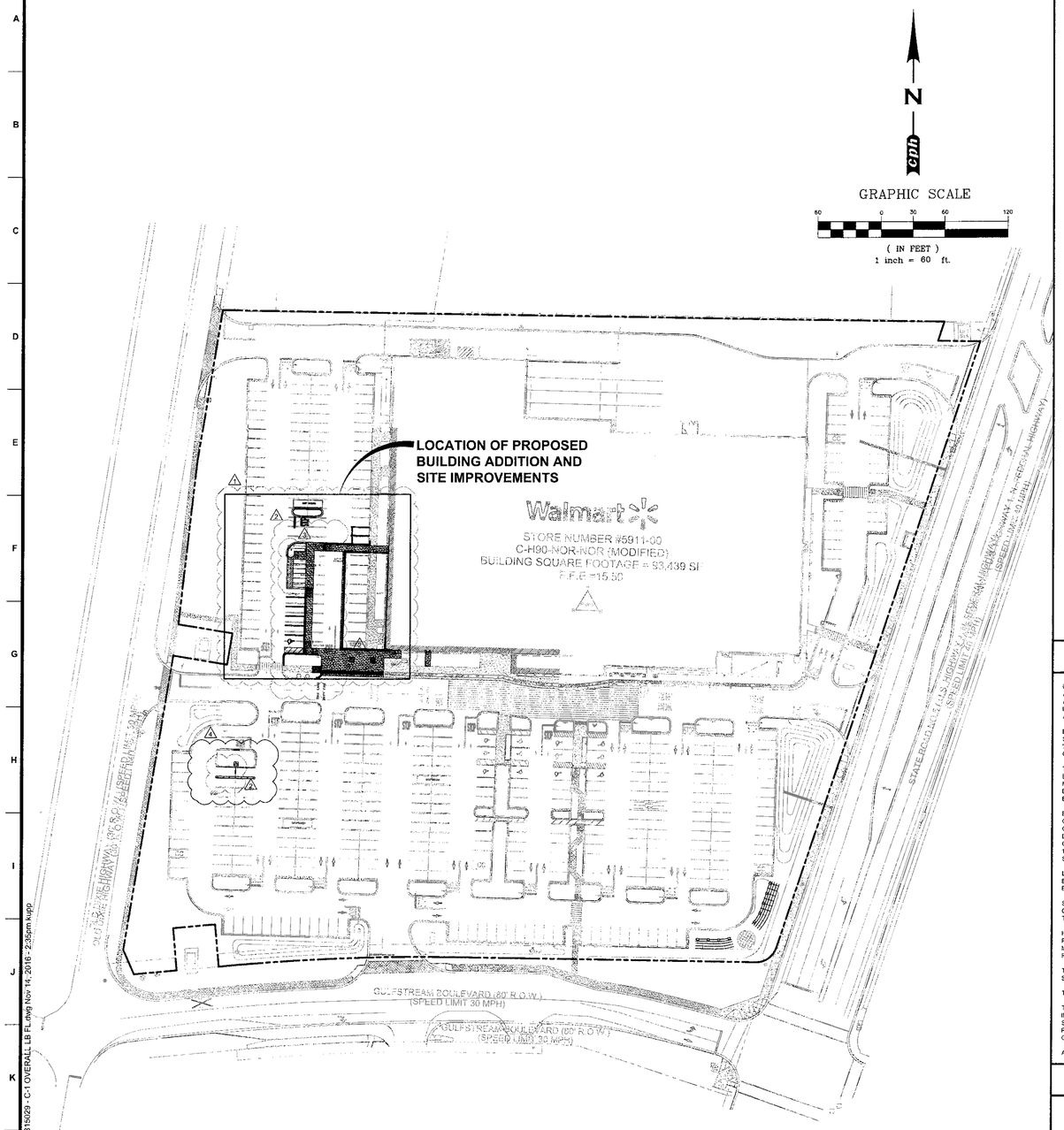


FIGURE 2

SITE DATA

STATEMENT OF INTENT:
THE OWNER PROPOSES TO CONSTRUCT A NEW 3,715 S.F. LIQUOR BOX ADDITION AND THE REQUIRED SITE SUPPORT ELEMENTS TO SERVE IT.

ADDRESS: 3625 S FEDERAL HWY, BOYNTON BEACH, FL 33435
WAL-MART SITE AREA: 9.23 AC.± (402,059 S.F. ±)
ZONING: C-3 - COMMUNITY COMMERCIAL &
PUD - PLANNED UNIT DEVELOPMENT
LANDUSE: 1300 - DEPARTMENT STORE
PARCEL ID: 08-43-46-04-00-003-1060

BUILDING INFORMATION

PRE-EXPANSION - EXISTING CONDITION:

EXISTING BUILDING AREA: 93,755 S.F.
EXISTING BUILDING HEIGHT: 30'-4"
EXISTING FLOOR AREA RATIO: 0.23
NUMBER OF STORIES: 1

POST-EXPANSION - PROPOSED CONDITION:

PROPOSED BUILDING EXPANSION AREA: 3,715 S.F.
PROPOSED TOTAL BUILDING AREA: 97,470 S.F.
PROPOSED BUILDING HEIGHT: 26'-6"
PROPOSED FLOOR AREA RATIO: 0.24
NUMBER OF STORIES: 1

MINIMUM BUILDING SETBACKS:

	REQUIRED:		PROPOSED:
FRONT (EAST):	68'	PER VARIANCE #ZNCV 10-001	FRONT (EAST): 68'
SIDE (SOUTH):	276'	PER VARIANCE #ZNCV 10-002	SIDE (SOUTH): 276'
SIDE (WEST):	168'	PER VARIANCE #ZNCV 10-003	SIDE (WEST): 104'
REAR:	-		REAR: -

LAND COVERAGE SUMMARY

PRE-EXPANSION - EXISTING CONDITION:

IMPERVIOUS AREA:	316,333 S.F. (78.68%)
OPEN SPACE	85,726 S.F. (21.32%)
TOTAL	402,059 S.F. (100.00%)

POST-EXPANSION - PROPOSED CONDITION:

IMPERVIOUS AREA:	314,426 S.F. (78.20%)
OPEN SPACE	87,633 S.F. (21.80%)
TOTAL:	402,059 S.F. (100.00%)

△1

PARKING INFORMATION

CITY OF BOYNTON BEACH REQUIRED PARKING:	85,313	427	5.00 / 1000 S.F. RETAIL
	12,157	16	1.00 / 800 S.F. STOCKROOM
	97,470	443	TOTAL

ADA PARKING REQUIRED: 2% OF TOTAL SPACES PROVIDED

PRE-EXPANSION - EXISTING CONDITION:

PARKING PROVIDED: 425 SP. / 93,755 S.F.= 4.53 SP. / 1,000 S.F.
(NOT INCLUDING 12 SPACES ALLOCATED FOR CART CORRALS.)

POST-EXPANSION - PROPOSED CONDITION:

STANDARD PARKING PROVIDED:	376 SPACES (NOT INCLUDING 12 SPACES ALLOCATED FOR CART CORRALS.)
ADA PARKING PROVIDED:	12 SPACES
COMPACT PARKING PROVIDED:	2 SPACES
MOTORCYCLE PARKING PROVIDED:	6 SPACES
TOTAL PARKING PROVIDED:	396 SPACES - (396 / 97,470 = 4.06 SP PER 1000 S.F.)

PAD PREP. NOTE

UNLESS SPECIFICALLY INDICATED OTHERWISE IN THE DRAWINGS AND/OR SPECIFICATIONS, THE LIMITS OF THIS SUBSURFACE PREPARATION ARE CONSIDERED TO BE THAT PORTION OF THE SITE DIRECTLY BENEATH AND 5 FEET BEYOND THE BUILDING ADDITION AND APPURTENANCES. APPURTENANCES ARE THOSE ITEMS ATTACHED TO THE BUILDINGS PROPER (REFER TO DRAWING SHEET SP1) TYPICALLY INCLUDING, BUT NOT LIMITED TO, THE BUILDING SIDEWALKS, GARDEN CENTER, PORCHES, RAMPS, STOOPS, TRUCK WELLS/DOCKS, COMPACTOR PAD, ETC. THE BASE AND VAPOR BARRIER DO NOT EXTEND BEYOND THE LIMITS OF THE ACTUAL BUILDING AND APPURTENANCES.

ESTABLISH THE FINAL SUB_GRADE ELEVATION AT THE BOTTOM OF THE BASE TO ALLOW FOR THE SLAB (REFERENCE ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR SLAB THICKNESS) UNDERLAIN BY A VAPOR RETARDER (MINIMUM 15 MIL THICKNESS MEETING ASTM E1745, CLASS 'A' REQUIREMENTS) ATOP A 4-INCH AGGREGATE BASE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ACCURATE MEASUREMENTS OF ALL CUT AND FILL DEPTHS.

THE BASE MATERIAL SHALL BE FDOT LIMEROCK MATERIAL WITH AT LEAST 97% BY WEIGHT PASSING A 3.5 INCH SIEVE AND THE MATERIAL SHALL BE GRADED UNIFORMLY DOWN TO DUST. THE FINE MATERIAL SHALL CONSIST ENTIRELY OF DUST OF FRACTURE. THE LIMEROCK SHALL HAVE A MINIMUM LIMEROCK BEARING RATIO (LBR) OF 100 AND NO MORE THAN 20% FINES WHEN WASHED THROUGH A NO. 200 SIEVE. ANY PROPOSED EQUIVALENT ALTERNATIVE BASE MATERIAL MUST BE SUBMITTED FOR APPROVAL WITHIN 30 DAYS AFTER AWARD OF CONTRACT. ANY EQUIVALENT ALTERNATIVE SHALL ONLY BE USED IF APPROVED BY THE CEC AND AOR.

EXISTING FOUNDATIONS, SLABS, PAVEMENTS, BELOW-GRADE STRUCTURES, SURFACE VEGETATION, TOPSOIL ROOT SYSTEMS AND SURFACE ORGANIC MATERIAL SHALL BE REMOVED FROM THE BUILDING ADDITION AREA. BACKFILL THE RESULTING EXCAVATIONS WITH SAND CONTAINING LESS THAN 12 PERCENT SOIL FINES. PLACE FILL IN UNIFORM 10 - 12-INCH LOOSE LIFTS AND COMPACT EACH LIFT TO A MINIMUM DENSITY OF AT LEAST 95 PERCENT OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D1557). SUBGRADE MATERIAL SHALL BE FREE OF ORGANIC AND OTHER DELETERIOUS MATERIALS, SHALL BE COMPRISED OF INORGANIC, NON PLASTIC GRANULAR SOILS WITH LESS THAN THAT 12 PERCENT PASSING THE #200 SIEVE (RELATIVELY CLEAN SAND WITH UNIFIED SOIL CLASSIFICATION OF SP, SP_SM, SP-SC OR SW-SM) AND SHALL MEET THE FOLLOWING REQUIREMENTS:

LOCATION WITH RESPECT TO FINAL GRADE	P.I.	L.L.
BUILDING AREA, BELOW UPPER 4 FEET	NP	NP
BUILDING AREA, UPPER 4 FEET	NP	NP

SUBGRADE MATERIAL SHALL BE PLACED IN LOOSE LIFTS NOT EXCEEDING 12 INCHES IN THICKNESS AND COMPACTED TO AT LEAST 95 PERCENT OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D1557) AT A MOISTURE CONTENT WITHIN 2 PERCENT BELOW TO 2 PERCENT ABOVE THE OPTIMUM.

HIGH GROUNDWATER LEVELS MAY PREVAIL IN SOME AREAS OF THE SITE AND GROUNDWATER CONTROL SHOULD BE ANTICIPATED, PARTICULARLY IN THE EXISTING DITCHES, LOW AREAS, OR AREAS THAT ARE DEEPLY STRIPPED OR UNDERCUT. SHALLOW GROUNDWATER MAINTENANCE TYPICALLY CONSISTS OF PUMPING FROM SUMPS IN PERIMETER DITCHES OR PITS. GROUNDWATER CONTROL IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

THE SOILS TO A DEPTH OF 2 FEET BELOW THE BASE OF ALL FOUNDATION EXCAVATIONS SHALL BE COMPACTED UNDER THE SUPERVISION OF A SPECIAL INSPECTOR TO AT LEAST 95 PERCENT OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D1557).

THE FOUNDATION SYSTEM SHALL BE ISOLATED SPREAD FOOTINGS AT COLUMNS AND CONTINUOUS STRIP FOOTINGS AT WALLS.

THIS FOUNDATION SUBSURFACE PREPARATION DOES NOT CONSTITUTE A COMPLETE SITE WORK SPECIFICATION. IN CASE OF CONFLICT, INFORMATION COVERED IN THIS PREPARATION SHALL TAKE PRECEDENCE OVER THE WALMART SPECIFICATIONS. REFER TO THE SPECIFICATIONS FOR SPECIFIC INFORMATION NOT COVERED IN THIS PREPARATION. THIS INFORMATION WAS TAKEN FROM A GEOTECHNICAL REPORT BY UNIVERSAL ENGINEERING SCIENCES, INC DATED JUNE 2, 2014. UES PROJECT NO. 0795.1400020.0059. REPORT NO: 12734. THE GEOTECHNICAL REPORT IS FOR INFORMATIONAL ONLY AND IS NOT CONSIDERED A DESIGN SPECIFICATION.

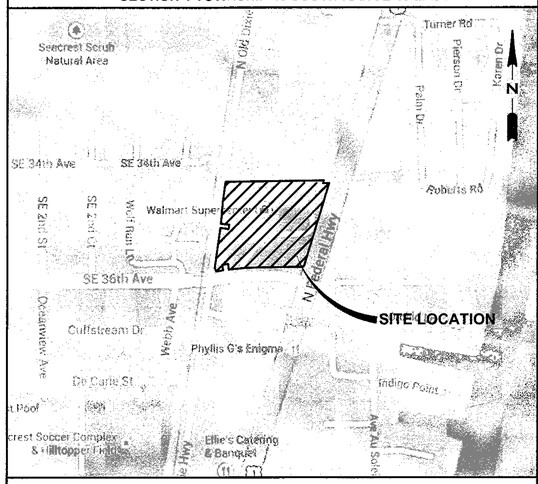
AN E-MAIL ADDRESS FOR THE GEOTECHNICAL ENGINEER, PETER G. READ, P.E.: pread@universalengineering.com

INDEX OF SHEETS

C-1 OVERALL SITE PLAN
C-2 TOPOGRAPHIC SURVEY
C-2.1 TOPOGRAPHIC SURVEY
C-2.2 DEMOLITION PLAN
C-3 EROSION AND SEDIMENTATION CONTROL PLAN
C-3.1 EROSION AND SEDIMENTATION CONTROL DETAILS AND NOTES
C-4 SITE DIMENSION PLAN
C-5 SITE GRADING AND COMPOSITE UTILITY PLAN
C-6 GENERAL DETAILS
C-6.1 GENERAL DETAILS
C-6.2 AGENCY DETAILS
C-6.3 MAINTENANCE OF TRAFFIC PLAN
△1 P-1 PARKING CONTINGENCY PLAN
L-1 LANDSCAPE PLAN

LOCATION MAP

PALM BEACH COUNTY, FLORIDA
SECTION 4-TOWNSHIP 46 SOUTH-RANGE 43 EAST



CONSULTANTS

OWNER
WAL-MART STORES EAST, LP
2001 SE 10TH STREET
BENTONVILLE, ARKANSAS 72716
(479) 273-4000

ENGINEER
CPH, INC.
3277A FRUITVILLE ROAD
SARASOTA, FLORIDA 34237
ATTN: DANIEL P. MOYER, P.E.
PHONE: (941) 365-4771

SURVEYOR
CPH, INC.
500 WEST FULTON STREET
SANFORD, FLORIDA 32771
(407) 322-6841
ATTN.: THOMAS J. GALLOWAY, P.S.M.

ARCHITECT
BRR ARCHITECTURE, INC.
6700 ANTIOCH PLAZA, SUITE 300
MERRIAM, KANSAS 66204
(913) 236-3394
ATTN.: BRIAN S. ROGGY

GEOTECHNICAL
UNIVERSAL ENGINEERING SCIENCES, INC.
4 HARGROVE GRADE
PALM COAST, FLORIDA 32137
(386) 986-2122
ATTN.: PETER G. READ

APPROVAL AGENCIES

CITY OF BOYNTON BEACH
PLANNING AND ZONING DEPARTMENT
100 E BOYNTON BEACH BLVD.
BOYNTON BEACH, FLORIDA 33435
(561) 742-6260

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SOUTHEAST DISTRICT OFFICE
400 NORTH CONGRESS AVENUE, SUITE 300
WEST PALM BEACH, FLORIDA 33401
(561) 681-6600

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33406
(561) 686-8800

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DANIEL P. MOYER LICENSE No. 68457 STATE OF FLORIDA PROFESSIONAL ENGINEER

No.	Date	Revision	By
5		PR NO. 5	D.P.M.
4	09-21-16	PR NO. 4	D.P.M.
3	07-15-16	PR NO. 2	D.P.M.
2	06-15-16	PR NO. 1	D.P.M.
1	04-18-16		

Designed by: KMU
Drawn by: KMU
Checked by: DPM
Approved by: DPM
Scale:
Date: 04/2016
Job No.: B15029
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Sarasota, FL 34237
Ph: 941.365.4771
Licenses:
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Survey L.B. No. 7143
Arch. Lic. No. AA2600926
Lndscp. Lic. No. LC0000298

OVERALL SITE PLAN

Walmart

LIQUOR BOX EXPANSION
STORE NO. 5911, BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

Sheet No.
C-1

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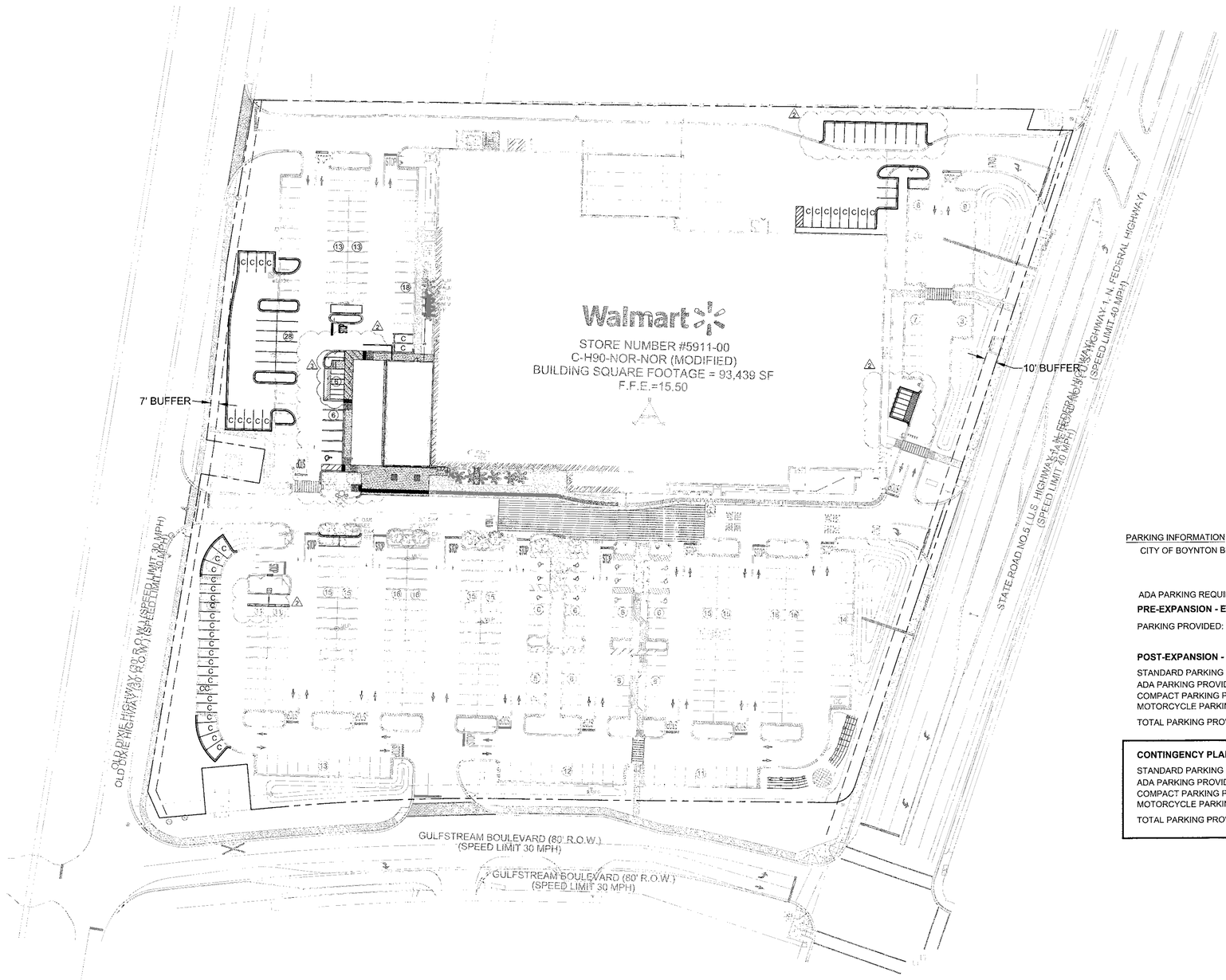

FIGURE 3

N

GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1 inch = 50 ft.

PARKING INFORMATION

CITY OF BOYNTON BEACH REQUIRED PARKING:	85,313	427	5.00 / 1000 S.F. RETAIL
	12,157	16	1.00 / 800 S.F. STOCKROOM
	97,470	443	TOTAL

ADA PARKING REQUIRED: 2% OF TOTAL SPACES PROVIDED

PRE-EXPANSION - EXISTING CONDITION:

PARKING PROVIDED: 425 SP. / 93,755 S.F.= 4.53 SP. / 1,000 S.F.
(NOT INCLUDING 12 SPACES ALLOCATED FOR CART CORRALS.)

POST-EXPANSION - PROPOSED CONDITION:

STANDARD PARKING PROVIDED:	376 SPACES (NOT INCLUDING 12 SPACES ALLOCATED FOR CART CORRALS.)
ADA PARKING PROVIDED:	12 SPACES
COMPACT PARKING PROVIDED:	2 SPACES
MOTORCYCLE PARKING PROVIDED:	6 SPACES
TOTAL PARKING PROVIDED:	396 SPACES - (396 / 97,470 = 4.06 SP PER 1000 S.F.)

CONTINGENCY PLAN CONDITION:

STANDARD PARKING PROVIDED:	379 SPACES (NOT INCLUDING 12 SPACES ALLOCATED FOR CART CORRALS.)
ADA PARKING PROVIDED:	12 SPACES
COMPACT PARKING PROVIDED:	40 SPACES
MOTORCYCLE PARKING PROVIDED:	12 SPACES
TOTAL PARKING PROVIDED:	443 SPACES - (443 / 97,470 = 4.54 SP PER 1000 S.F.)

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DANIEL P. MOVER LICENSE No. 69954 STATE OF FLORIDA PROFESSIONAL ENGINEER

No.	Date	Revision	By
1	07-15-16	PR NO. 4	D.P.M.
2	06-15-16	PR NO. 2	D.P.M.
3	04-18-16	PR NO. 1	D.P.M.

Designed by: KMU
Drawn by: KMU
Checked by: DPM
Approved by: DPM
Scale:
Date: 04/2016
Job No.: B15029
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Survey L.B. No. 7143
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Lndscp. Lic. No. LC0000298

PARKING CONTINGENCY PLAN

Walmart

LIQUOR BOX EXPANSION
STORE NO. 5911, BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

Sheet No.
P-1

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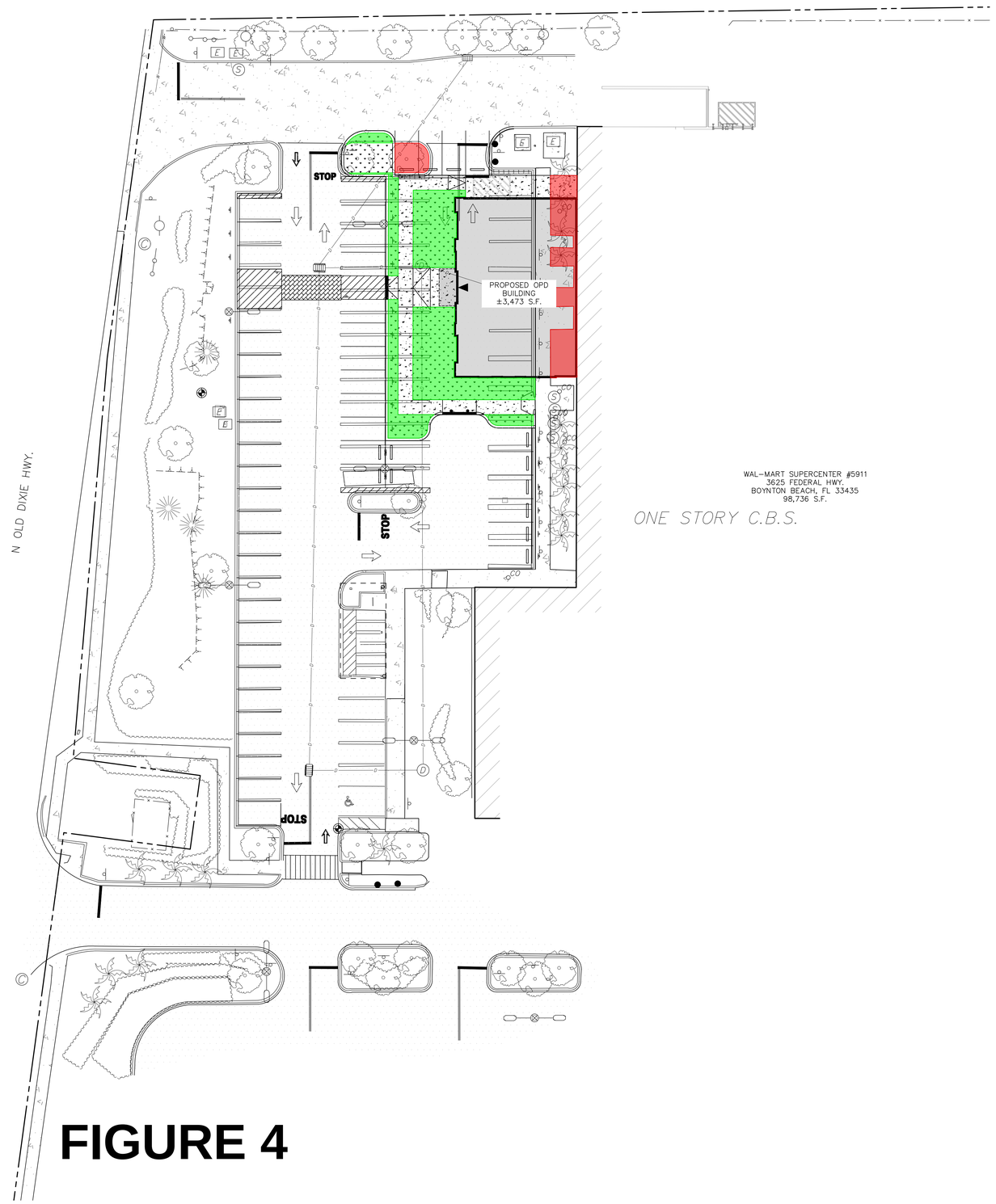

WAL-MART SUPERCENTER #5911
3625 FEDERAL HWY.
BOYNTON BEACH, FL 33435
98,736 S.F.

ONE STORY C.B.S.

FIGURE 4



VICINITY MAP
SCALE IN FEET

AREA IMPACT SUMMARY

PROPOSED IMPERVIOUS AREA [SF]	PROPOSED PERVIOUS AREA [SF]	NET INCREASE IN PERVIOUS AREA [SF]	NET INCREASE IN PERVIOUS AREA [AC]
853	2,033	1,180	0.027

LEGEND

- PROPOSED PERVIOUS AREA
- PROPOSED IMPERVIOUS AREA

SURVEYOR'S NOTES

1. INITIAL SURVEY DATA ACQUISITION WAS PERFORMED BY LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES WITH A LAST DAY OF ACQUISITION ON AUGUST 27, 2025. INITIAL SURVEY DATA COMPUTATIONS AND ANALYSIS WERE COMPLETED ON SEPTEMBER 1, 2025.

PROPOSED LAND COVER PLAN

Date: 7/23/2026 Time: 15:36 User: mlancheros Style Table: Langan.stb Layout: PROPOSED LANDCOVER AREA Document Code: EX01-342044901-0401-CS101-0101

REVISIONS	BY

554

LANGAN

LANGAN
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T: 407.974.2900 F: 407.974.2901 www.langan.com
CBE Registry No. 6000001/LB1772/LB8186

NOT FOR CONSTRUCTION

Project No. 342044901

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WAL-MART STORES EAST, LP.
702 SW 8TH STREET
BENTONVILLE, AR 72716

Walmart

DRAWN	
CHECKED	
DATE	24 JULY, 2026
SCALE	AS NOTED
JOB No.	342044901
SHEET	FG 5

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PROPOSED EXPANSION FOR

WAL-MART SUPERCENTER #5911.276

3625 S FEDERAL HIGHWAY
CITY OF BOYNTON BEACH
PALM BEACH COUNTY, FLORIDA

UTILITY RESPONSIBILITY MATRIX FOR THIS PROJECT

	UTILITY/ GOVERNING AGENCIES CONTACTS	CONTRACTOR RESPONSIBILITY-	OTHERS RESPONSIBILITY-
SANITARY SEWER	UTILITY DEPARTMENT 124 N. WOOLBRIGHT ROAD, BOYNTON BEACH, FL 33435 CONTACT: CUSTOMER SERVICE PHONE: (561) 742-6300	PROVIDE AND INSTALL SANITARY SEWER LINES AND ASSOCIATED APPURTENANCES PER THE PLANS AND SPECIFICATION ALL PUBLIC AND PRIVATE SANITARY SEWER LINES SHALL BE C-900 SDR-18 PVC OR DIP.	
WATER	UTILITY DEPARTMENT 124 N. WOOLBRIGHT ROAD, BOYNTON BEACH, FL 33435 CONTACT: CUSTOMER SERVICE PHONE: (561) 742-6300	PROVIDE AND INSTALL ALL WATER MAINS AND ASSOCIATED APPURTENANCES PER THE PLANS AND SPECIFICATION ALL PUBLIC AND PRIVATE WATER MAINS SHALL BE C-900 CLASS 150 DR-18 PVC ALL PORTIONS OF THE FIRE PROTECTION WATER SYSTEM SHALL BE INSTALLED BY A LICENSED FIRE SPRINKLER CONTRACTOR ALL PORTIONS OF OTHER NON FIRE PROTECTION RELATED LINES MAY BE INSTALLED BY THE PLUMBING CONTRACTOR COORDINATE REQUIRED INSPECTION SERVICES WITH ENGINEER OF RECORD AND BOYNTON BEACH DEPARTMENT OF UTILITIES. SEE UTILITY PLAN FOR REQUIREMENTS.	
STORM SEWER	UTILITY DEPARTMENT 124 N. WOOLBRIGHT ROAD, BOYNTON BEACH, FL 33435 CONTACT: CUSTOMER SERVICE PHONE: (561) 742-6300	PROVIDE AND INSTALL ALL STORM SEWER LINES AND ASSOCIATED APPURTENANCES PER THE PLANS AND SPECIFICATION REFER TO GRADING PLAN FOR INFORMATION ON ALLOWABLE STORM SEWER MATERIALS	

THIS MATRIX HAS BEEN PROVIDED FOR INFORMATIONAL PURPOSES. THE CONTRACTOR SHALL PROVIDE ANY AND ALL APPURTENANCES, TRENCHING AND BACKFILL, AND OTHER INCIDENTALS TO MEET OR EXCEED THE SPECIFICATIONS OF THE ITEMS LISTED.

ADDITIONAL GOVERNING AGENCIES CONTACTS:

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESOURCE MANAGEMENT - NPDES
DEPARTMENT OF WATER RESOURCE MANAGEMENT
400 NORTH CONGRESS AVENUE, SUITE 300
WEST PALM BEACH, FLORIDA, 33401
PHONE: (561) 681-6600

CABLE - XFINITY
PHONE: 1-(800)-934-6489

CITY OF BOYNTON BEACH DEVELOPMENT DEPARTMENT
100 E BOYNTON BEACH BLVD.
BOYNTON BEACH, FLORIDA
CONTACT: YAZAN BATA
PHONE: (561) 742-6264

FLORIDA DEPARTMENT OF TRANSPORTATION
DEPARTMENT OF TRANSPORTATION
3400 WEST COMMERCIAL BOULEVARD
FORT LAUDERDALE, FLORIDA, 33309
PHONE: (866) 366-8435

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33406
PHONE: (561)-686-8800

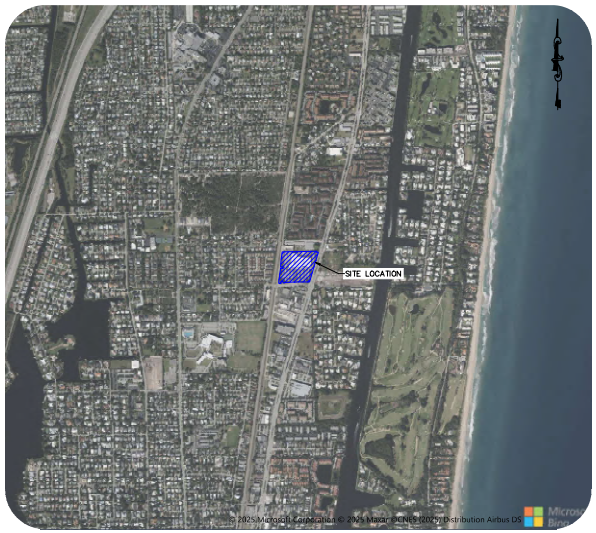
SURVEYOR, CIVIL ENGINEER, GEOTECHNICAL ENGINEER & LANDSCAPE ARCHITECT

LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, LLC.
13485 VETERANS WAY, SUITE 120
ORLANDO, FLORIDA, 32827
(407)974-2900 TELEPHONE
(407)974-2900 FAX

GOVERNING STANDARDS

FDOT STANDARDS FOR ROAD CONSTRUCTION LATEST EDITION FY 2025-2026

CITY OF BOYNTON BEACH "ENGINEERING STANDARDS MANUAL" DATED NOVEMBER 2021.



SITE LOCATION MAP
1"= 1000'

SHEET INDEX

CIVIL

1.	C-0	COVER SHEET
2.	SW-1	EROSION & SEDIMENT CONTROL NOTES
3.	SW-2	EROSION & SEDIMENT CONTROL PLAN
4.	SW-3	EROSION & SEDIMENT CONTROL DETAILS
5.	SW-4	EROSION & SEDIMENT CONTROL DETAILS
6.	DM-1	PAVEMENT & DEMOLITION PLAN
7.	C-1.0	OVERALL SITE PLAN
8.	C-1.1	SITE PLAN
9.	SSM-1	STOP SIGNS & MARKINGS PLAN
10.	SECP-1	DEMOLITION & SITE CONSTRUCTION PLAN
11.	OPD-1	PICKUP DIRECTIONAL SIGNAGE PLAN
12.	C-2	GRADING & DRAINAGE PLAN
13.	C-3	UTILITY PLAN
14.	D-1	SITE PLAN DETAILS
15.	D-2	SITE PLAN DETAILS
16.	D-3	SITE PLAN NOTES
17.	D-4	SITE PLAN NOTES

SUPPLEMENTAL DRAWINGS

SURVEY

1.	VL-101	BOUNDARY AND TOPOGRAPHIC SURVEY

LANDSCAPE

1.	C-4	TREE MITIGATION PLAN
2.	C-5	LANDSCAPE PLAN
3.	C-6	PHOTOMETRIC PLAN
4.	D-5	LANDSCAPE NOTES AND DETAILS

EXHIBIT

1.	EX-1	SUSTAINABILITY EXHIBIT

3

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED
READY FOR DECISION
Planning & Zoning Division
November 13, 2026
Project #: 2025.09.5739
APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

ALERT TO CONTRACTOR:

1. THE SITEWORK FOR THE WAL-MART PORTION OF THIS PROJECT SHALL MEET OR EXCEED THE "WAL-MART STANDARD SITEWORK SPECIFICATIONS."
2. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICES.

REVISIONS	BY
07-24-2026 CITY OF BOYNTON BEACH COMMENTS	1
09-15-2025 CITY OF BOYNTON BEACH COMMENTS	2
10-08-2025 CITY OF BOYNTON BEACH COMMENTS	3

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FBPE Region No. 00006410, EB 0001126, LB 0918

Project No. 342044901

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

DRAWN BY
CHECKED
AR
DATE
26 AUGUST 2025
SCALE
AS NOTED
JOB No.
342044901
SHEET
C-0

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GENERAL NOTES

A. PROJECT OFFICE WALL SWPPP POSTINGS:
THE FOLLOWING ITEMS MUST BE POSTED TOGETHER IN A SINGLE, ORGANIZED LOCATION ON A WALL INSIDE THE PROJECT OFFICE: 1) SWPPP SITE MAPS (ALL PHASES); 2) SWPPP DETAIL SHEETS; 3) MAP SHOWING LOCATION OF OFFSITE IMPORT OR EXPORT FACILITY; 4) REVISIONS TO DETAILS, SITE MAPS, OR SWPPP-RELATED RFIS; 5) SITE SWPPP BINDER; 6) SWCT PLACARD; 7) CURRENT OWNER STORMWATER COMPLIANCE TRAINING CERTIFICATES FOR SUPERINTENDENT(S) AND COMPLIANCE OFFICER(S); AND 8) CERTIFICATIONS AND/OR TRAINING CERTIFICATES REQUIRED TO PERFORM INSPECTIONS BY THE APPLICABLE CONSTRUCTION GENERAL PERMIT OR AUTHORITY HAVING JURISDICTION.

NPDES STORMWATER NOTICES CENTER, MS #2510 FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, 2600 BLAIR STONE ROAD, TALLAHASSEE, FLORIDA 32399-240

B. PERMITTED PROJECT AREA:
FOR PURPOSES OF THIS SWPPP AND ASSOCIATED STORMWATER PERMIT, 'PERMITTED PROJECT AREA' IS DEFINED AS ANY AND ALL AREAS WITHIN THE PROJECT LIMITS OF DISTURBANCE, AS SHOWN ON THE SWPPP SITE MAPS AND IDENTIFIED IN THE NOTICE OF INTENT TO THE AGENCY. ALL GROUND-DISTURBING AND CONSTRUCTION-RELATED ACTIVITIES (MATERIAL STORAGE, DUMPSTERS, PARKING AREAS, PROJECT OFFICE TRAILER, ETC.) MUST BE INCLUDED WITHIN THE PERMITTED PROJECT AREA LIMITS OF DISTURBANCE.

OFFSITE AREA(S) TO BE DISTURBED AS PART OF THIS PROJECT (NOT ON OWNER PROPERTY):
(EDITOR NOTE: DESCRIBE ANY WORK, CONTAINED WITHIN THE PERMITTED LIMITS OF DISTURBANCE, WHICH EXTENDS OR MAY EXTEND BEYOND THE OWNER'S PROPERTY BOUNDARY [ROAD WORK, UTILITY IMPROVEMENTS, WETLAND MITIGATION, REGIONAL STORMWATER BASIN(S), ETC.]).

ALL AREAS OUTSIDE THE PERMITTED PROJECT AREA (I.E., LIMITS OF DISTURBANCE) ACQUIRED FOR USE BY THE GC OR A SUBCONTRACTOR OF THE GC (BORROW SOURCES, DISPOSAL AREAS, ETC.) MUST BE MANAGED IN ACCORDANCE WITH APPENDIX E - TAB 21 OF THE 02370 SPECIFICATION. THE CONTRACTOR IS REQUIRED TO LOCATE OFFICE TRAILERS AND MATERIAL STORAGE AREAS FOR THE PROJECT WITHIN THE LIMITS OF DISTURBANCE. THE CONTRACTOR MAY REQUEST USE OF OFF-SITE LOCATIONS FOR OFFICE TRAILERS OR NON-ERODIBLE MATERIAL STORAGE; HOWEVER, APPROVAL MUST BE OBTAINED FROM THE CONSTRUCTION MANAGER, THE CEC AND THE WAL-MART SWCT PRIOR TO THEIR USE. REQUESTS WILL BE REVIEWED ON A CASE BY CASE BASIS AND IF APPROVED, LIMITATIONS ON USE WILL BE PROVIDED BY THE CEC.

C. SPECIAL PROJECT AREAS:
THERE ARE NO SPECIAL PROJECTS, LOCATED BEYOND THE OWNER PERMITTED PROJECT AREA, REQUIRING INSPECTION AND MAINTENANCE ASSOCIATED WITH THIS CONSTRUCTION PROJECT.

D.1 NON-STORMWATER DISCHARGES:
THE GENERAL PERMIT FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES PROHIBITS MOST NON-STORMWATER DISCHARGES DURING THE CONSTRUCTION PHASE. ALLOWABLE NON-STORMWATER DISCHARGES THAT OCCUR DURING CONSTRUCTION ON THIS PROJECT, ARE INCLUDED IN "NOTICE OF INTENT TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES" (DEP FORM 62-621.300(4)(B).

BEST MANAGEMENT PRACTICES (BMPS) MUST BE IMPLEMENTED FOR THE GENERAL PERMIT ALLOWABLE DISCHARGES FOR THE DURATION OF THE PERMIT. THE TECHNIQUES DESCRIBED IN THIS SWPPP FOCUS ON PROVIDING CONTROL OF POLLUTANT DISCHARGES WITH PRACTICAL APPROACHES THAT UTILIZE READILY AVAILABLE EXPERTISE, MATERIAL, AND EQUIPMENT.

NON-STORMWATER COMPONENTS OF SITE DISCHARGES MUST BE UNCONTAMINATED NON-TURBID WATER. ALL NON-STORMWATER DISCHARGES MUST BE ROUTED TO A STORMWATER CONTROL PRIOR TO DISCHARGE. WATER USED FOR CONSTRUCTION WHICH DISCHARGES FROM THE SITE MUST ORIGINATE FROM A PUBLIC WATER SUPPLY OR PRIVATE WELL APPROVED BY THE STATE HEALTH DEPARTMENT. WATER USED FOR CONSTRUCTION THAT DOES NOT ORIGINATE FROM AN APPROVED PUBLIC SUPPLY MUST NOT DISCHARGE FROM THE SITE; IT CAN BE RETAINED IN RETENTION PONDS UNTIL IT INFILTRATES OR EVAPORATES. WHEN NON-STORMWATER IS DISCHARGED FROM THE SITE, IT MUST BE DONE IN A MANNER SUCH THAT IT DOES NOT CAUSE EROSION OF THE SOIL DURING DISCHARGE.

D.2 POWER WASHING:
PROCESS WATER SUCH AS POWER WASHING WATER AND CONCRETE CUTTING EFFLUENT, AMONG OTHERS, MUST BE COLLECTED FOR TREATMENT AND DISPOSAL. IT MUST NOT BE FLUSHED INTO THE SITE STORM DRAIN SYSTEM OR DISCHARGED OFF-SITE.

D. DISCHARGE POINTS:
ALL DISCHARGE POINTS MUST BE INSPECTED TO DETERMINE WHETHER EROSION AND SEDIMENTATION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING DISCHARGE OF SEDIMENT FROM THE SITE AND/OR IMPACTS TO RECEIVING WATERS. SEDIMENT ACCUMULATION DOWNGRADIENT OF DISCHARGE LOCATIONS SHALL BE REPORTED AS A SEDIMENT DISCHARGE (SEE APPENDIX E - TAB 14, SEDIMENT RELEASES, OF THE 02370 SPECIFICATION) AND THE POTENTIAL UPSTREAM CAUSE SHALL BE INVESTIGATED TO PREVENT FUTURE OCCURRENCE. CONTACT THE CM, CEC AND SWCT TO DETERMINE APPROPRIATE ACTION FOR CLEANUP OF DISCHARGED SEDIMENT THAT MAY BE OUTSIDE OF THE LIMITS OF DISTURBANCE. SEE SAMPLING AND MONITORING OF EFFLUENT PLAN (IF APPLICABLE).

EROSION AND SEDIMENT CONTROL NOTES

A. CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THIS STORM WATER POLLUTION PREVENTION PLAN. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST OF OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.

B. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.

C. SITE MAP MUST CLEARLY DELINEATE ALL STATE WATERS. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.

D. CONTRACTOR TO LIMIT DISTURBANCE OF SITE IN STRICT ACCORDANCE WITH SWPPP IMPLEMENTATION SEQUENCE, OR AS REQUIRED BY THE APPLICABLE GENERAL PERMIT. NO UNNECESSARY OR IMPROPERLY SEQUENCED CLEARING AND/OR GRADING SHALL BE PERMITTED.

E. ALL DENUDED/BARE AREAS THAT WILL BE INACTIVE FOR 14 DAYS OR MORE, MUST BE STABILIZED IMMEDIATELY UPON COMPLETION OF MOST RECENT GRADING ACTIVITY, WITH THE USE OF FAST-GERMINATING ANNUAL GRASS/GRAIN VARIETIES, STRAW/HAY MULCH, WOOD CELLULOSE FIBERS, TACKIFIERS, NETTING AND/OR BLANKETS. COMPLETION MUST BE ACHIEVED WITHIN 14 DAYS.

F. THE CONTRACTOR SHALL SUBMIT A NOTICE OF TERMINATION (NOT) WITHIN 14 CALENDAR DAYS AFTER THE SITE HAS ACHIEVED FINAL STABILIZATION (I.E. ALL DISTURBED SOILS AT THE SITE HAVE BEEN FINAL STABILIZED), TEMPORARY BMPS HAVE BEEN REMOVED, AND STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY FROM THE SITE AUTHORIZED BY THE PERMIT HAVE BEEN ELIMINATED.

G. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY STABILIZED AS SHOWN ON THE PLANS. THESE AREAS SHALL BE SEEDED, SODDED, AND/OR VEGETATED IMMEDIATELY, AND COMPLETED NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS. REFER TO THE GRADING PLAN AND/OR LANDSCAPE PLAN.

H. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION. TEMPORARY AND/OR PERMANENT STABILIZATION SHALL BE APPLIED PER REQUIREMENTS IN THESE E&S CONTROL NOTES.

I. DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION AND SEDIMENT CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION AND POLLUTANT DISCHARGE OFF-SITE.

J. ALL MEASURES STATED ON THIS SITE MAP, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON IN ACCORDANCE WITH THE CONTRACT DOCUMENTS OR THE APPLICABLE PERMIT, WHICHEVER IS MORE STRINGENT, AND REPAIRED IN ACCORDANCE WITH THE SITE PLANS.

K. STORM WATER POLLUTANT CONTROL MEASURES INSTALLED DURING CONSTRUCTION, THAT WILL ALSO PROVIDE STORM WATER MANAGEMENT AFTER CONSTRUCTION, ARE INCLUDED IN THE CONTRACT DOCUMENTS. THE SITE-SPECIFIC POST CONSTRUCTION STORM WATER OPERATION AND MAINTENANCE (O&M) MANUAL IS INCLUDED IN THE CONTRACT DOCUMENTS.

L. ALL PERMANENT CONTROLS AND SYSTEMS MUST BE INSTALLED AND FUNCTIONING AS DESIGNED AND FREE OF ACCUMULATED SEDIMENT AND DEBRIS DURING FINAL PROJECT INSPECTION AND APPROVAL.

HAZARDOUS MATERIAL MANAGEMENT & SPILL REPORTING

ANY HAZARDOUS OR POTENTIALLY HAZARDOUS MATERIAL THAT IS BROUGHT ONTO THE CONSTRUCTION SITE SHALL BE HANDLED PROPERLY TO REDUCE THE POTENTIAL FOR STORMWATER POLLUTION. ALL MATERIALS USED ON THIS CONSTRUCTION SITE SHALL BE PROPERLY STORED, HANDLED, DISPENSED AND DISPOSED OF FOLLOWING ALL APPLICABLE LABEL DIRECTIONS. FLAMMABLE AND COMBUSTIBLE LIQUIDS SHALL BE STORED AND HANDLED ACCORDING TO APPLICABLE REGULATIONS, AND, AT A MINIMUM, ACCORDING TO 29 CFR 1926.152. ONLY APPROVED CONTAINERS AND PORTABLE TANKS SHALL BE USED FOR STORAGE AND HANDLING OF FLAMMABLE AND COMBUSTIBLE LIQUIDS.

MATERIAL SAFETY DATA SHEETS (MSDS) INFORMATION SHALL BE KEPT ON SITE FOR ANY AND ALL APPLICABLE MATERIALS. HOWEVER, MSDS MAY ALSO BE ACCESSED VIA TELEPHONE OR OTHER ELECTRONIC MEANS OR APPARATUS.

IN THE EVENT OF AN ACCIDENTAL SPILL, IMMEDIATE ACTION SHALL BE TAKEN BY THE GC TO CONTAIN AND REMOVE THE SPILLED MATERIAL. THE SPILL SHALL BE REPORTED TO THE APPROPRIATE AGENCIES IN THE REQUIRED TIME FRAMES. AS REQUIRED UNDER THE PROVISIONS OF THE CLEAN WATER ACT, ANY SPILL OR DISCHARGE ENTERING WATERS OF THE UNITED STATES SHALL BE PROPERLY REPORTED.

ALL HAZARDOUS MATERIALS, INCLUDING CONTAMINATED SOIL AND LIQUID CONCRETE WASTE, SHALL BE DISPOSED OF BY THE CONTRACTOR IN THE MANNER SPECIFIED BY FEDERAL, STATE AND LOCAL REGULATIONS AND BY THE MANUFACTURER OF SUCH PRODUCTS.

THE GC SHALL PREPARE A WRITTEN RECORD OF ANY SPILL AND ASSOCIATED CLEAN-UP ACTIVITIES OF PETROLEUM PRODUCTS OR HAZARDOUS MATERIALS IN EXCESS OF 1 GALLON OR REPORTABLE QUANTITIES, WHICHEVER IS LESS, ON THE DAY OF THE SPILL. THE GC SHALL PROVIDE NOTICE TO OWNER, VIA THE ONLINE CRITICAL INCIDENT REPORT, IMMEDIATELY UPON IDENTIFICATION OF ANY SPILL. SPILL REPORT FORMS ARE AVAILABLE IN THE ONLINE SWPPP REPORTING SYSTEM PROVIDED BY THE OWNER. COPIES OF SPILL CRITICAL INCIDENT REPORTS SHALL BE PRINTED AND MAINTAINED IN THE JOBSITE BINDER.

ANY SPILLS OF PETROLEUM PRODUCTS OR HAZARDOUS MATERIALS IN EXCESS OF REPORTABLE QUANTITIES AS DEFINED BY EPA OR THE STATE OR LOCAL AGENCY REGULATIONS, SHALL BE IMMEDIATELY REPORTED TO THE EPA NATIONAL RESPONSE CENTER (1-800-424-8802) AND NPDES STORMWATER NOTICES CENTER, MS #2510 FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, 2600 BLAIR STONE ROAD, TALLAHASSEE, FLORIDA 32399-2400.
THE STATE REPORTABLE QUANTITY FOR PETROLEUM PRODUCTS IS: 25 GALLONS. IMMEDIATELY CONTACT THE STATE WATCH OFFICE BY PHONE AT 1-800-320-0519.

THE REPORTABLE QUANTITY FOR HAZARDOUS MATERIALS CAN BE FOUND IN 40 CFR 302 AND
https://floridadep.gov/water/source-drinking-water/content/hazardous-materialspetroleum-spills-swo-incidents

TO MINIMIZE THE POTENTIAL FOR A SPILL OF PETROLEUM PRODUCT OR HAZARDOUS MATERIALS TO COME IN CONTACT WITH STORMWATER, THE FOLLOWING STEPS SHALL BE IMPLEMENTED:

1) ALL MATERIALS WITH HAZARDOUS PROPERTIES, SUCH AS PESTICIDES, PETROLEUM PRODUCTS, FERTILIZERS, SOAPS, DETERGENTS, CONSTRUCTION CHEMICALS, ACIDS, BASES, PAINTS, PAINT SOLVENTS, ADDITIVES FOR SOIL STABILIZATION, CONCRETE, CURING COMPOUNDS AND ADDITIVES, ETC., SHALL BE STORED IN A SECURE LOCATION, UNDER COVER AND IN APPROPRIATE, TIGHTLY SEALED CONTAINERS WHEN NOT IN USE.

2) THE MINIMUM PRACTICAL QUANTITY OF ALL SUCH MATERIALS SHALL BE KEPT ON THE JOB SITE AND SCHEDULED FOR DELIVERY AS CLOSE TO TIME OF USE AS PRACTICAL.

3) A SPILL CONTROL AND CONTAINMENT KIT (CONTAINING FOR EXAMPLE, ABSORBENT MATERIAL SUCH AS KITTY LITTER OR SAWDUST, ACID, BASE, NEUTRALIZING AGENT, BROOMS, DUST PANS, MOPS, RAGS, GLOVES, GOGGLES, PLASTIC AND METAL TRASH CONTAINERS, ETC.) SHALL BE PROVIDED AT THE CONSTRUCTION SITE AND ITS LOCATION(S) SHALL BE IDENTIFIED WITH LEGIBLE SIGNAGE AND SHOWN ON SITE MAPS.
   a. THE SPILL CONTROL AND CONTAINMENT KIT SUPPLIES SHALL BE OF SUFFICIENT QUANTITIES AND APPROPRIATE CONTENT TO CONTAIN A SPILL FROM THE LARGEST ANTICIPATED PIECE OF EQUIPMENT AND FROM THE LARGEST ANTICIPATED QUANTITIES OF PRODUCTS STORED ON THE SITE AT ANY GIVEN TIME.
   b. CONTENTS SHALL BE INSPECTED DAILY DURING THE DAILY STORMWATER INSPECTION.

4) ALL PRODUCTS SHALL BE STORED IN AND USED FROM THE ORIGINAL CONTAINER WITH THE ORIGINAL PRODUCT LABEL. CONTAINERS MUST BE STORED IN A MANNER TO PROTECT THEM FROM THE ELEMENTS AND INCIDENTAL DAMAGE.

5) ALL PRODUCTS SHALL BE USED IN STRICT COMPLIANCE WITH INSTRUCTIONS ON THE PRODUCT LABEL.

6) THE DISPOSAL OF EXCESS OR USED PRODUCTS SHALL BE IN STRICT COMPLIANCE WITH INSTRUCTIONS ON THE PRODUCT LABEL AND REGULATIONS.

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READY FOR DECISION
Planning & Zoning Division
November 12, 2026
CITY OF BOYNTON BEACH
Project #: 2025.09.5739
APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

DEVELOPER/OWNER:
WALMART INC.
c/o WALMART PROPERTY TAX DEPARTMENT
PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC

EROSION AND SEDIMENT CONTROL NOTES

Date: 10/6/2026 Time: 12:50 User: mlaschenes Style Table: Langan.stb Layout: SW-1 Document Code: 342044901-DWG-CE101-SW101

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Project No. 342044901

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

Walmart

DRAWN BH
CHECKED AK
DATE 26 AUGUST 2026
SCALE AS NOTED
JOB No. 342044901
SHEET SW-1

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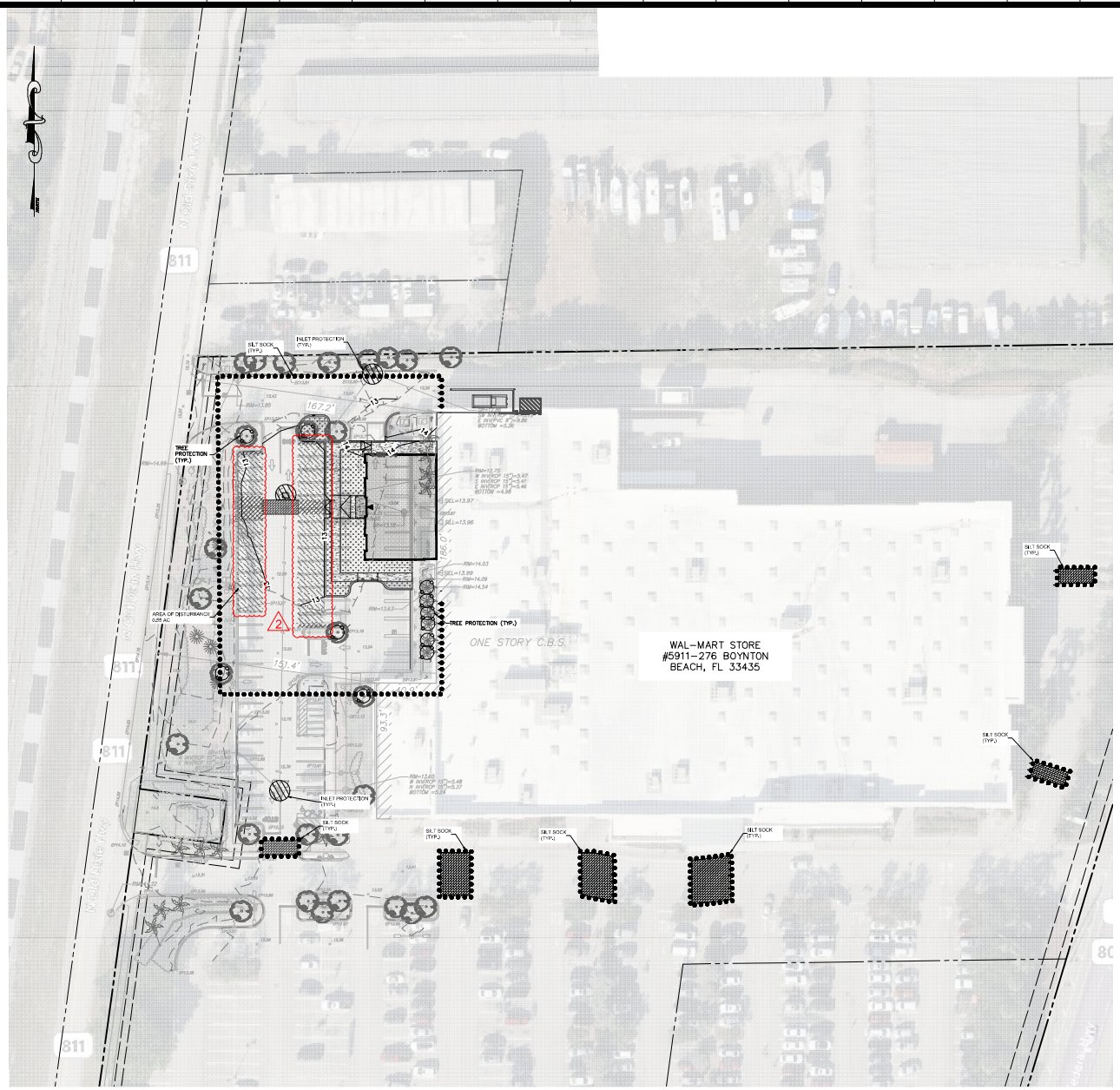

LEGEND

SITE FEATURES

- BOUNDARY LINE
- RIGHT OF WAY LINE
- PROPOSED LIMITS OF DISTURBANCE
- PROPOSED GRADING/DRAINAGE EASEMENT
- XXX EXISTING CONTOUR ELEVATIONS
- STORM DRAIN
- DIRECTION OF OVERLAND FLOW
- LIMITS OF DRAINAGE SUB-BASIN
- 100 YEAR FLOOD PLAIN
- SOIL BOUNDARY
- SLOPE ARROW
- SILT SOCK

EROSION DETAILS

- AV ANTI-VORTEX DEVICE
- CD ROCK CHECK DAM
- CE TEMPORARY CONSTRUCTION EXIT
- DD TEMPORARY DIVERSION DIKE
- DS DEWATERING SYSTEM / STRUCTURE
- DV DIVERSION
- SF TEMPORARY SILT FENCE
- ST TEMPORARY SEDIMENT TRAP
- ECL PERMANENT EROSION CONTROL LINING
- SB TEMPORARY SEDIMENT BASIN
- RR RIP-RAP PAD
- SDD SILT DIKE DIVERSION
- SCD SILT DIKE CHECK DAM
- SS SWPPP INFORMATION SIGN
- IP INLET PROTECTION
- TPF TREE PROTECTION FENCE

EROSION NOTES

- TS TEMPORARY SEEDING AND MULCH
- PROVIDE BARRICADE AT ALL ENTRANCE LOCATIONS W/O TEMP. STONE CONSTRUCTION EXIT
- 2 PROPOSED PERMEABLE PAVEMENT

PERIMETER SEDIMENT AND EROSION CONTROL MEASURES AND TURBIDITY CONTROL, IF APPLICABLE, MUST BE IN PLACE PRIOR TO REQUESTING THE PRE-CONSTRUCTION MEETING, OR BEFORE CLEARING OR CONSTRUCTION OCCURS

SWPPP UPDATES AND AMENDMENTS

THE GC MUST UPDATE THE SWPPP, INCLUDING THE JOBSITE BINDER AND SITE MAPS, TO REFLECT THE PROGRESS OF CONSTRUCTION ACTIVITIES AND GENERAL CHANGES TO THE PROJECT SITE. UPDATES SHALL BE MADE DAILY TO TRACK PROGRESS WHEN ANY OF THE FOLLOWING ACTIVITIES OCCUR: BMP INSTALLATION, MODIFICATION OR REMOVAL, CONSTRUCTION ACTIVITIES (E.G., PAVING, STORM SEWER INSTALLATION, FOOTING INSTALLATION, ETC.), CLEARING, GRUBBING OR GRADING, OR TEMPORARY OR PERMANENT STABILIZATION.

IMPORTANT:
THE GENERAL CONTRACTOR MUST SUBMIT A REQUEST FOR INFORMATION (RFI) TO THE CEC AND OBTAIN WRITTEN CEC APPROVAL BEFORE DOING ANY OF THE FOLLOWING:

1. MODIFYING EROSION OR SEDIMENT CONTROL BMPS (SUBSTITUTIONS ARE TYPICALLY ONLY APPROVED IF SPECIFIED MATERIALS ARE NOT AVAILABLE OR THERE IS A VALID REASON THE SPECIFIED BMP WILL NOT WORK)
2. ADDING/DELETING EROSION OR SEDIMENT CONTROL BMPS;
3. MODIFYING THE SWPPP IMPLEMENTATION SEQUENCE; OR
4. PERFORMING ANY ACTIONS OR IN ANY MANNER THAT IS CONTRARY TO THE SWPPP.

THE CONTRACTOR MAY MODIFY OR ADD ADDITIONAL BMPS, WITHOUT CEC APPROVAL, IN AN EMERGENCY SITUATION TO PREVENT SEDIMENT DISCHARGE OR PROTECT WATER QUALITY; HOWEVER, GC MUST NOTIFY THE CEC AS SOON AS PRACTICAL AS TO THEIR ACTIONS TO DISCUSS THE NEED FOR ADDITIONAL OR SUPPLEMENTAL MEASURES AND TO OBTAIN THE REQUIRED APPROVALS. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE TO ENSURE COMPLIANCE WITH THE PERMIT AND PROTECTION OF DOWNSTREAM WATER QUALITY.

AMENDING THE SWPPP DOES NOT MEAN THAT IT HAS TO BE REPRINTED. IT IS ACCEPTABLE TO ADD ADDENDA, SKETCHES, NEW SECTIONS, DETAILS, AND/OR REVISED DRAWINGS THAT HAVE THE CEC NAME IN PRINT, ARE STAMPED, SIGNED, DATED, AND ARE ACCOMPANIED BY WRITTEN COPY OF THE ASSOCIATED RFI AND ITS RESPONSE FROM CEC. ENGINEERED ITEMS MUST BE SIGNED AND STAMPED BY THE CEC OF RECORD FOR THE PROJECT.

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READY FOR DECISION

Planning & Zoning Division

November 12, 2026

Project #: 2025.09.5739

CITY OF BOYNTON BEACH

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

SCALE: 1 INCH = 30 FEET (30 0 15 30)

NOTE TO GENERAL CONTRACTOR:

PRIOR TO CONSTRUCTION, GC MUST CLEARLY DELINEATE AND MARK OFF AREAS IDENTIFIED IN THE SWPPP OR IN THE FIELD, TO BE PROTECTED (SUCH AS, NATURAL BUFFERS, TREES, HABITATS OF ENDANGERED/ THREATENED SPECIES, HISTORIC PROPERTIES, ETC.).

MINIMIZATION OF DISTURBED AREAS:

1. CONTRACTOR SHALL MANAGE CONSTRUCTION ACTIVITIES TO REDUCE EROSION AND RETAIN SEDIMENT AND OTHER POLLUTANTS IN THE SOIL AT THE CONSTRUCTION SITE.
2. CONTRACTOR SHALL MINIMIZE THE TIME BARE SOIL IS EXPOSED.
3. CONTRACTOR SHALL MINIMIZE SITE DISTURBANCE BY MINIMIZING THE EXTENT OF GRADING AND CLEARING TO EFFECTIVELY REDUCE SEDIMENT YIELD.

NOTE TO GC: OWNER HAS AUTHORITY AT ANY TIME TO LIMIT SURFACE AREA OF ERODIBLE EARTH MATERIAL EXPOSED BY CLEARING AND GRUBBING, EXCAVATION, BORROW AND EMBANKMENT OPERATIONS AND TO DIRECT THE GC TO PROVIDE IMMEDIATE PERMANENT OR TEMPORARY POLLUTION CONTROL MEASURES.

DEVELOPER/OWNER:
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c/o WALMART PROPERTY TAX DEPARTMENT
PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC

EROSION AND SEDIMENT CONTROL PLAN

REVISIONS	BY
09/25/2026 PER SFWMD PERMITTER COORDINATION	1
10/06/2026 CITY OF BOYNTON BEACH COMMENTS	2

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Project No. 342044901

SUPERCENTER #5911-276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

DRAWN: RH
CHECKED: AR
DATE: 26 AUGUST 2026
SCALE: AS NOTED
JOB No.: 342044901
SHEET: SW-2

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ACREAGE SUMMARY (IN ACRES)		
1	WAL-MART PROPERTY AREA	9.36 ACRES
2	IMPERVIOUS AREA BEFORE PROJECT	7.54 ACRES
3	PERVIOUS AREA BEFORE PROJECT	1.82 ACRES
4	IMPERVIOUS AREA AT COMPLETION	7.51 ACRES
5	PERVIOUS AREA AT COMPLETION	1.85 ACRES

PER SITE PLAN SHEET 6040 PREPARED BY KIMLEY HORN DATED 3/4/2010.

LAST REVISED:	WAL-MART STANDARD DETAIL
JUNE 2013	

SITE LOCATION SUMMARY	
ADDRESS:	3625 S FEDERAL HIGHWAY, BOYNTON BEACH, FL 33435
CENTER OF SITE:	
LATITUDE:	26°29'32.6"N 26.49°N
LONGITUDE:	80°03'50.4" 80.06°W
ADJACENT SURROUNDING PROPERTIES:	NORTH: AUTO SERVICE/PUBLIC STORAGE EAST: UNDEVELOPED/MEDICAL CENTER/ SINGLE-FAMILY HOMES SOUTH: SHOPPING CENTER/UNDEVELOPED WEST: RESIDENTIAL HOMES

LAST REVISED:	WAL-MART STANDARD DETAIL
JUNE 2012	

PERFORMANCE STANDARDS

NOTES:

1. SUBSTANCES THAT HAVE THE POTENTIAL FOR POLLUTING SURFACE AND/OR GROUNDWATER MUST BE CONTROLLED BY ANY MEANS NECESSARY TO ENSURE THAT THOSE DO NOT DISCHARGE FROM THE SITE. IN THIS REGARD, POTENTIALLY POLLUTING SUBSTANCES SHALL BE STORED AND HANDLED IN A MANNER CONSISTENT WITH THE RISK OF IMPACT THOSE REPRESENT, AND ACCORDING WITH THE REGULATIONS.
2. NO SOLID MATERIALS, INCLUDING BUILDING MATERIALS, ARE ALLOWED TO BE DISCHARGED FROM THE SITE WITH STORMWATER. ALL SOLID WASTE, INCLUDING DISPOSABLE MATERIALS INCIDENTAL TO THE CONSTRUCTION ACTIVITIES, MUST BE COLLECTED AND PLACED IN CONTAINERS. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORMWATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE. THE CONTAINERS SHALL BE HAULED AWAY FROM THE SITE AND EMPTIED WHEN THOSE BECOME MORE FULL, OR AS NECESSARY, BY A CERTIFIED TRASH DISPOSAL SERVICE. LIDS OR COVERS FOR THE CONTAINERS SHALL BE PROVIDED FOR USE DURING RAIN EVENTS TO PREVENT WASTE CONTACT WITH STORMWATER. WASTES THAT CANNOT BE STORED IN A CONTAINER MUST BE STORED UNDER COVER OR INDOORS. THE LOCATION OF SOLID WASTE RECEPTACLES SHALL BE SHOWN ON THE SITE MAPS.

(SWD) SOLID WASTE DISPOSAL

LAST REVISED:	WAL-MART STANDARD DETAIL
JUNE 2013	

NOTES:

1. CONTRACTOR SHALL PROVIDE DESIGNATED LOCATION FOR SORTING AND SEPARATING HAZARDOUS WASTES.
2. HAZARDOUS WASTE STORAGE MUST BE PROTECTED FROM WEATHER ELEMENTS AND HAVE RESTRICTED ACCESS.
3. HAZARDOUS WASTE STORAGE MUST COMPLY WITH LOCAL, STATE, AND FEDERAL REGULATIONS.
4. HAZARDOUS WASTE STORAGE MUST COMPLY WITH CONTRACT DOCUMENTS.

(HWD) HAZARDOUS WASTE DISPOSAL

LAST REVISED:	WAL-MART STANDARD DETAIL
JUNE 2013	

NOTES:

1. ALL PERSONNEL INVOLVED WITH CONSTRUCTION ACTIVITIES MUST COMPLY WITH STATE AND LOCAL SANITARY OR SEPTIC SYSTEM REGULATIONS. PORTABLE TOILETS MUST BE LOCATED AT LEAST 30 FEET FROM INLETS, CHANNELS, SWALES, OR PERMITTED LIMITS OF DISTURBANCE, AND MUST BE LOCATED AT LEAST 50 FEET FROM WATERS OF THE STATE, OR WATERS OF THE U.S.. PORTABLE TOILETS MUST BE SECURELY ANCHORED AND/OR TIED DOWN. SECONDARY CONTAINMENT SHALL BE PROVIDED AND FULL CAPACITY SHALL BE RESTORED IMMEDIATELY UPON DISCOVERY OF ITS DIMINISHMENT. THE LOCATION OF SANITARY FACILITIES SHALL BE SHOWN ON THE SITE MAPS.

(SAF) SANITARY FACILITIES

LAST REVISED:	WAL-MART STANDARD DETAIL
JUNE 2013	

NOTES:

1. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AREA AS CONDITIONS DEMAND.

(TP) TEMPORARY PARKING

LAST REVISED:	WAL-MART STANDARD DETAIL
JUNE 2013	

NOTES:

1. MATERIAL STORAGE AREAS SHOULD BE LOCATED, WHEN POSSIBLE, TO MINIMIZE EXPOSURE TO WEATHER. INSPECTIONS SHALL EVALUATE DISTURBED AREAS AND AREAS USED FOR STORING MATERIALS THAT ARE EXPOSED TO RAINFALL FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM OR DISCHARGING FROM THE SITE. IF NECESSARY, THE MATERIALS MUST BE COVERED OR ORIGINAL COVERS MUST BE REPAIRED OR SUPPLEMENTED. ALSO, PROTECTIVE BERMS MUST BE CONSTRUCTED. IF NEEDED, SECONDARY RUNOFF CONTAINMENT AROUND MATERIAL STORAGE AREAS. GC SHALL ADHERE TO ALL STATE AND LOCAL REGULATIONS PERTAINING TO MATERIAL STORAGE AREAS.
2. CHEMICALS, PAINTS, SOLVENTS, FERTILIZERS, AND OTHER TOXIC MATERIALS MUST BE STORED IN WATERPROOF CONTAINERS, EXCEPT DURING APPLICATION, THE CONTAINERS AND THE CONTENTS MUST BE KEPT IN TRUCKS OR INSIDE OF STORAGE FACILITIES. RUNOFF CONTAINING SUCH MATERIAL MUST BE COLLECTED, REMOVED FROM THE SITE, TREATED, AND DISPOSED OF AT AN APPROVED SOLID WASTE AND CHEMICAL DISPOSAL FACILITY.

(MLSA) MATERIAL LAYDOWN AND STORAGE AREA

LAST REVISED:	WAL-MART STANDARD DETAIL
JUNE 2013	

NOTES:

1. CONCRETE WASTE MANAGEMENT PERTAINS TO WASTE FROM CONCRETE READY-MIX TRUCKS, MASONRY OPERATIONS, AND SIMILAR WASTE.
2. DISCHARGE OF EXCESS OR WASTE CONCRETE AND/OR WASH WATER FROM CONCRETE TRUCKS IS ALLOWED AT THE CONSTRUCTION SITE. ONLY COMMERCIALLY AVAILABLE ABOVE GROUND PORTABLE CONCRETE WASHOUT CONTAINERS ARE ALLOWED AND MUST BE PROTECTED FROM VEHICLE TRAFFIC AND CLEARLY IDENTIFIED BY LEGIBLE SIGNAGE, AND MUST BE LOCATED OUTSIDE OF VEGETATED BUFFERS AND AS FAR AS PRACTICABLE FROM STORMWATER CONVEYANCES AND IMPOUNDMENTS AND WATER BODIES. PORTABLE CONCRETE WASHOUT CONTAINERS SHALL CONTAIN AND/OR ACTIVELY MANAGE BOTH, SOLID AND FLUID, COMPONENTS OF THE MIX. CONCRETE WASHOUT CONTAINERS MUST BE CLEANED OR EXCHANGED WHEN THE REMAINING VOLUME IS REDUCED BY 50% TO PREVENT ANY POTENTIAL OVERFLOW IN A STORM EVENT.
3. ALTERNATIVELY, WASTE CONCRETE CAN BE PLACED INTO FORMS TO MAKE RIP RAP AND/OR OTHER USEFUL CONCRETE PRODUCTS. PORTABLE CONCRETE WASHOUT CONTAINERS SHALL BE DISPOSED IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. THE GC IS RESPONSIBLE FOR ASSURING THAT THESE PROCEDURES, APPLICABLE LAWS, AND ENVIRONMENTAL REGULATIONS ARE FOLLOWED. THE LOCATION OF CONCRETE WASHOUT CONTAINERS SHALL BE SHOWN ON THE SITE MAPS.

(CW) CEMENT AND CONCRETE WASHOUT

LAST REVISED:	WAL-MART STANDARD DETAIL
JUNE 2013	

NOTES:

1. PROVIDE WASH STATION IN A LOCATION PROTECTED FROM WEATHER ELEMENTS.
2. COLLECT ALL USED WASH WATER AND DISPOSE OF IT PROPERLY.
3. PROVIDE ADEQUATE SUPPLY OF WATER AND ANY OTHER SUPPLIES TO ENSURE PROPER OPERATION OF WASH STATION WHEN NEEDED.

(PSW) PAINT AND STUCCO WASHOUT

LAST REVISED:	WAL-MART STANDARD DETAIL
JUNE 2013	

NOTES:

1. THE GC SHALL IDENTIFY MASONS' AREA WITH LEGIBLE SIGNAGE ON THE SITE. TO THE EXTENT PRACTICAL, ALL MASONRY TOOLS, MATERIAL, INCLUDING SAND AND SACKED CEMENT AND/OR MORTAR MATERIALS, MIX, AND EQUIPMENT SHALL BE LOCATED WITHIN THE AREA IDENTIFIED. MATERIALS VULNERABLE TO WEATHER ELEMENTS SHALL BE STORED IN CONTAINERS AT THE END OF EACH WORK DAY; SUCH MATERIALS SHALL REMAIN STORED IN CONTAINERS WHEN NOT IN USE.
2. RUNOFF CONTROL, SUCH AS DIVERSION BERMS, SILT FENCE, SILT DIKE, OR OTHER MEANS OF CONTAINMENT SHALL BE PROVIDED TO PREVENT THE MIGRATION OF STORMWATER POLLUTANTS FROM THE MASONS' AREA. COVERED RECEPTACLES FOR DEBRIS AND TRASH DISPOSAL SHALL ALSO BE PROVIDED.
3. THE MASONS' AREA SHALL MEET OSHA AND OTHER REGULATORY REQUIREMENTS FOR PERSONAL PROTECTIVE EQUIPMENT (PPE), FIRE EXTINGUISHERS, ETC. GC SHALL PROVIDE SCREENING OR OTHER TECHNOLOGIES FOR MASONS' AREA TO PREVENT AIRBORNE TRANSPORT OF CEMENT DUST AND OTHER PARTICULATES DUE TO HIGH SPEED WIND OR OTHER CONDITIONS. THE LOCATION OF THE MASONS' AREA SHALL BE SHOWN ON THE SITE MAPS.

(MA) MASONS' AREA

LAST REVISED:	WAL-MART STANDARD DETAIL
JUNE 2013	

NOTES:

1. THE GC SHALL IDENTIFY FUELING AREAS WITH LEGIBLE SIGNAGE ON THE SITE. TEMPORARY ON-SITE FUEL TANKS FOR CONSTRUCTION VEHICLES SHALL MEET ALL LOCAL, STATE AND FEDERAL REGULATIONS. ALL TANKS, SINGLE AND DOUBLE WALLED, SHALL BE PROVIDED WITH SECONDARY CONTAINMENT (THAT IS CONTAINMENT EXTERNAL TO AND SEPARATE FROM PRIMARY CONTAINMENT). TANKS SHALL HAVE APPROVED SPILL CONTAINMENT WITH THE CAPACITY REQUIRED BY THE APPLICABLE REGULATIONS. SECONDARY CONTAINMENT SHALL BE CONSTRUCTED OF MATERIALS OF SUFFICIENT THICKNESS, DENSITY, AND COMPOSITION SO AS NOT TO BE STRUCTURALLY WEAKENED, AS A RESULT OF CONTACT WITH THE FUEL STORED AND SHALL BE CAPABLE OF CONTAINING DISCHARGED FUEL FOR A PERIOD OF TIME EQUAL TO OR LONGER THAN THE MAXIMUM ANTICIPATED TIME SUFFICIENT TO ALLOW RECOVERY OF DISCHARGED FUEL. IT SHALL HAVE A VOLUME OF CONTAINING 110% OF THE VOLUME OF THE PRIMARY TANK IF A SINGLE TANK IS USED, OR IN THE CASE OF MULTIPLE TANKS, 150% OF THE LARGEST TANK OR 110% OF THE AGGREGATE, WHICHEVER IS LARGER.
2. THE TANKS SHALL BE IN SOUND CONDITION, FREE OF RUST OR OTHER DAMAGE WHICH MIGHT COMPROMISE CONTAINMENT. FUEL STORAGE AREAS SHALL MEET ALL EPA, OSHA AND OTHER REGULATORY REQUIREMENTS FOR SIGNAGE, FIRE EXTINGUISHERS, ETC. HOSES, VALVES, FITTINGS, CAPS, FILLER NOZZLES, AND ASSOCIATED HARDWARE SHALL BE MAINTAINED IN PROPER WORKING CONDITION AT ALL TIMES. TANKS SHALL BE LOCATED TO MINIMIZE EXPOSURE TO WEATHER AND SURFACE WATER DRAINAGE FEATURES. THE LOCATION OF FUEL TANKS SHALL BE SHOWN ON THE SITE MAPS.
3. A SPILL PREVENTION, CONTROL AND COUNTERMEASURE (SPCC) PLAN MUST BE DEVELOPED IF ABOVEGROUND OIL STORAGE CAPACITY AT THE CONSTRUCTION SITE EXCEEDS 1,320 GALLONS OR AS SPECIFIED BY STATE.
4. CONTAINERS WITH A STORAGE CAPACITY OF 55-GALLONS OR LESS ARE NOT INCLUDED WHEN CALCULATING SITE STORAGE CAPACITY. THE GC SHALL WORK WITH THE CEC TO DEVELOP AND IMPLEMENT A SPCC PLAN IN ACCORDANCE WITH THE OIL POLLUTION PREVENTION REGULATION AT TITLE 40 OF THE CODE OF FEDERAL REGULATIONS, PART 112, (40 CFR 112).

(FPSL) FUEL AND PETROLEUM STORAGE AND USE

LAST REVISED:	WAL-MART STANDARD DETAIL
JUNE 2013	

NOTES:

1. THE GC SHALL DESIGNATE AREAS ON THE SITE MAPS FOR EQUIPMENT CLEANING, MAINTENANCE, AND REPAIR. THE GC AND SUBCONTRACTORS SHALL UTILIZE SUCH DESIGNATED AREAS. CLEANING, MAINTENANCE, AND REPAIR AREAS SHALL BE PROTECTED BY A TEMPORARY PERIMETER BERM, SHALL NOT OCCUR WITHIN 150 FEET OF ANY WATERWAY, WATER BODY OR WETLAND, AND SHALL OCCUR IN AREAS LOCATED AS FAR AS PRACTICAL FROM STORM SEWER INLETS. DRIP PANS SHALL BE USED FOR VEHICLE MAINTENANCE ACTIVITIES AND RESULTANT WASTES SHALL BE DISPOSED OF IN ACCORDANCE WITH THE HAZARDOUS MATERIAL MANAGEMENT AND SPILL REPORTING PLAN NOTES INCLUDED ON THIS PLAN SHEET.
2. USE OF DETERGENTS FOR LARGE SCALE WASHING IS PROHIBITED (FOR EXAMPLE, WASHING VEHICLES, BUILDINGS, PAVEMENT SURFACES, ETC.). ALL WASH WATER SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.

(EMA) EQUIPMENT AND VEHICLE CLEANING AND MAINTENANCE AREAS

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JUNE 2013	

NOTES:

1. USING WATER FROM BASINS, TRAPS, TANKS, OR OTHER WATER CONTAINMENT AREAS FOR IRRIGATION MINIMIZES DISCHARGES FROM THE SITE, AND IT MAY SATISFY OTHER NEEDS OF THE CONSTRUCTION PROJECT, SUCH AS DUST CONTROL, VEGETATIVE ESTABLISHMENT, ETC.
2. CARE SHOULD BE TAKEN THAT WATER UTILIZED FROM CONTAINMENT AREAS ON-SITE FOR CONSTRUCTION PURPOSES DOES NOT DISCHARGE OFF-SITE. IF DISCHARGE IS ANTICIPATED OR OBSERVED, DEWATERING PROCEDURES STATED IN THE DEWATERING DETAIL MUST BE FOLLOWED.
3. GC SHALL IMPLEMENT IRRIGATION OR DISPERSION AS PRACTICABLE TO REDUCE WATER VOLUME IN IMPOUNDMENTS AND TO FOSTER VEGETATION GROWTH.

IRRIGATION OR DISPERSION

LAST REVISED:	WAL-MART STANDARD DETAIL
JUNE 2012	

NOTES:

1. STORM DRAIN INLET PROTECTION MEASURES SHALL PREVENT SOIL AND DEBRIS FROM ENTERING STORM DRAIN INLETS.
2. TEMPORARY CONTROLS SHALL BE CONSTRUCTED BEFORE THE SURROUNDING AREA IS DISTURBED.
3. TO PREVENT CLOGGING, STORM DRAIN CONTROL STRUCTURES MUST BE MAINTAINED FREQUENTLY.
4. CHECK ALL TEMPORARY CONTROL MEASURES DAILY, AND AFTER EACH STORM EVENT.
5. CONTROL MEASURES MUST BE BUILT PER DETAIL AND PLANS, AND MUST BE IN GOOD WORKING CONDITION AT ALL TIMES.

(IP) INLET PROTECTION

LAST REVISED:	WAL-MART STANDARD DETAIL
JUNE 2013	

SOIL EROSION/SEDIMENTATION CONTROL OPERATION TIME SCHEDULE

NOTE: GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR ESTIMATED PROJECT SCHEDULE

CONSTRUCTION SEQUENCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
TEMPORARY CONSTRUCTION EXITS																								
TEMPORARY CONTROL MEASURES																								
SEDIMENT CONTROL BASIN(S)/TRAP(S)																								
STRIP & STOCKPILE TOPSOIL																								
ROUGH GRADING																								
STORM FACILITIES																								
FOUNDATION / BUILDING CONSTRUCTION																								
LANDSCAPING/SEED/FINAL STABILIZATION																								

1) CONTRACTOR MUST COMPLETE TABLE WITH ESTIMATED DATES OF PROJECT ACTIVITIES PRIOR TO BMP CERTIFICATION.
2) TIME SCHEDULE MUST COINCIDE WITH THE SWPPP IMPLEMENTATION SEQUENCE.

SITE CONSTRUCTION
FINISH GRADING
PERMANENT CONTROL STRUCTURES

LAST REVISED:	WAL-MART STANDARD DETAIL
APRIL 30, 2011	

DEVELOPER/OWNER:
WALMART INC. c/o WALMART PROPERTY TAX DEPARTMENT PO BOX 8050 MS 0555 BENTONVILLE, AR 72716
SITE OPERATOR/GENERAL CONTRACTOR:
SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC

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READY FOR DECISION
Planning & Zoning Division
November 13, 2026
Project #: 2025.09.5739

CITY OF BOYNTON BEACH

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EROSION & SEDIMENT CONTROL DETAILS

REVISIONS	BY
07-24-2026 CITY OF BOYNTON BEACH COMMENTS	1
10-14-2026 CITY OF BOYNTON BEACH COMMENTS	2

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Project No. 342044901

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SHEET	SW-3

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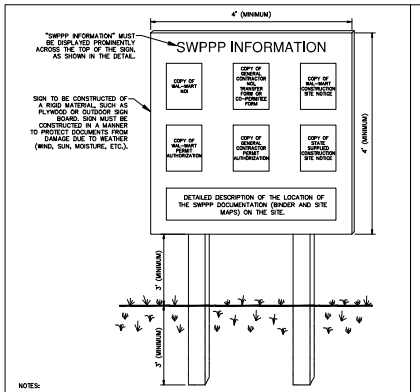


NOTES:

1. THE SWPPP INFORMATION SIGN MUST BE LOCATED IN A PROMINENT, PUBLICLY ACCESSIBLE LOCATION NEAR THE MAIN ENTRANCE OF THE SITE, SUCH THAT THE DOCUMENTATION CAN BE READ WITHOUT ACCESSING THE JOBSITE, BUT NOT OBSTRUCTING VIEWS AS TO CAUSE A TRAFFIC SAFETY HAZARD.
2. ALL POSTED DOCUMENTS MUST BE MAINTAINED IN A CLEARLY READABLE CONDITION AT ALL TIMES THROUGHOUT CONSTRUCTION AND UNTIL THE NOTICE-OF-TERMINATION (NOT) IS FILED FOR THE PERMIT.
3. ALL PAGES OF NOTICES OF INTENT AND PERMIT AUTHORIZATIONS MUST BE POSTED. THE CONTRACTOR MAY UTILIZE ACCESSIBLE WATERPROOF FOLDERS TO STORE THESE DOCUMENTS IF IT WILL BE DIFFICULT TO POST ALL PAGES INDIVIDUALLY.
4. CONTRACTOR SHALL POST OTHER STORMWATER AND/OR EROSION AND SEDIMENT CONTROL RELATED PERMITS ON THE SIGN AS REQUIRED BY THE GOVERNING AGENCIES. [ADD ANY OTHER APPLICABLE ITEMS HERE.].
5. SUBSEQUENT PERMIT MODIFICATION REQUESTS OR RENEWAL APPLICATIONS AND THEIR ASSOCIATED AUTHORIZATIONS OR RESPONSES SHALL BE POSTED ON THE SWPPP SIGN.
6. SIGN SHALL BE LOCATED OUTSIDE OF PUBLIC RIGHT-OF-WAY AND EASEMENTS UNLESS APPROVED BY THE GOVERNING AGENCY.
7. CONTRACTOR IS RESPONSIBLE FOR ENSURING STABILITY OF THE SWPPP INFORMATION SIGN.

SS SWPPP INFORMATION SIGN
N.T.S.

LAST REVISED:	WAL-MART STANDARD DETAIL
JUNE 2012	

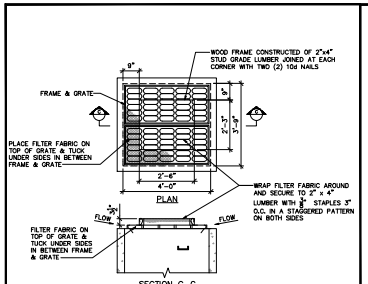
PERFORMANCE STANDARDS:

1. ALL SITE ACCESS MUST BE CONFINED TO THE CONSTRUCTION EXIT(S). BARRICADE TO PREVENT USE OF ANY LOCATIONS OTHER THAN THE CONSTRUCTION EXIT(S) WHERE VEHICLES OR EQUIPMENT MAY ACCESS THE SITE.
2. CONTRACTOR TO LOCATE TEMPORARY CONSTRUCTION FENCING, JERSEY BARRIERS, OR BOTH ALONG THE SIDES OF THE CONSTRUCTION EXIT TO PREVENT CONSTRUCTION TRAFFIC FROM SHORT CIRCUITING/BYPASSING THE EXIT.
3. PROVIDE SEDIMENT TRAP ON DOWN GRADIENT SIDE (OR BOTH SIDES) AS REQUIRED. SEDIMENT TRAP SHALL BE LOCATED OUTSIDE OF THE RIGHT-OF-WAY AND AT A MINIMUM SETBACK DISTANCE AS REQUIRED PER LOCAL JURISDICTION.
4. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION EXIT(S) IS NOT SUFFICIENT TO PREVENT TRACKING OF DIRT, DUST OR MUD, THEN TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. ALL WASH WATER MUST BE ROUTED TO A SEDIMENT TRAP OR OTHER TREATMENT AREA AND SHALL NOT BE DIRECTLY DISCHARGED OFF-SITE.
5. LOCATIONS WHERE VEHICLES ENTER AND EXIT THE SITE MUST BE INSPECTED FOR EVIDENCE OF SEDIMENT TRACKING BEYOND THE PERMITTED PROJECT AREA. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
6. ANY SEDIMENT DEPOSITED ON THE ROADWAY SHALL BE SWEPT AS NECESSARY (AND WITHIN THE SAME DAY AS DISCOVERY) AND DISPOSED OF IN AN APPROPRIATE MANNER. SEDIMENT SHALL NOT BE WASHED INTO STORM SEWER SYSTEMS.
7. EXIT(S) SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD BEYOND THE EXIT(S). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION EXIT(S) AS CONDITIONS DEMAND.
8. CONTRACTOR SHALL BE PERMITTED TO TURN THE STONE WHEN THE SURFACE BECOMES SMOOTH AND SURFACE VOIDS ARE FILLED TO MAINTAIN EFFECTIVENESS OF CONSTRUCTION EXIT UNTIL SUCH TIME THAT VOIDS BELOW THE SURFACE BECOME FILLED AND THE CONSTRUCTION EXIT IS NO LONGER EFFECTIVE, AT SUCH A TIME THE CONTRACTOR SHALL REMOVE THE INEFFECTIVE STONE AND REPLACE PER DETAIL.
9. IF EXIT BMP IS STILL INEFFECTIVE, QC MUST CONTACT THE ENGINEER AND SUBMIT AN RFI AS NECESSARY.

NOTE TO QC: THE GOAL OF A CONSTRUCTION EXIT AND ASSOCIATED WHEEL WASH AREAS IS TO ELIMINATE TRACK OUT. SIMPLY MANAGING TRACK OUT THROUGH DESIGNATED OR CONTINUAL STREET SWEEPING IS NOT AN ACCEPTABLE PRACTICE. WHILE STREET SWEEPING IS AN ACCEPTABLE PRACTICE FOR REMOVING DUST AND MINIMAL AMOUNTS OF FINE SEDIMENT, OBSERVABLE TRACK OUT FROM THE PROJECT SHOULD TRIGGER THE USE OF ADDITIONAL MEASURES (WHEEL WASH). CONSIDERATION OF ALTERNATE EXITS, OR DISCONTINUING VEHICLE TRAFFIC UNTIL CONDITIONS ON-SITE HAVE IMPROVED. TRACK OUT IS A SEDIMENT RELEASE. ALL SEDIMENT RELEASES MUST BE REPORTED TO THE SWCT WA THE ONLINE CRITICAL INCIDENT REPORT.

CE CONSTRUCTION EXIT

LAST REVISED:	WAL-MART STANDARD DETAIL
JUNE 2013	

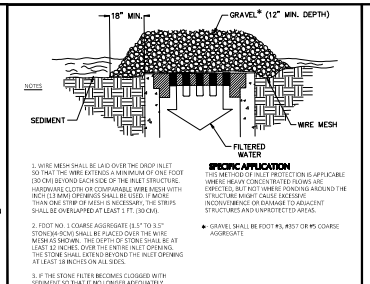


CONSTRUCTION NOTES:

1. FILTER TO REMAIN UNTIL COMPLETION OF FINAL GRADING AND ESTABLISHMENT OF GROUND COVER.
2. PERIODIC CHECKS MUST BE MADE AFTER EACH RAINFALL TO REMOVE EXCESS SEDIMENT FROM AROUND THE INLET.
3. FILTER FABRIC SHALL BE MIRAFI 140N OR APPROVED EQUAL.

IP

EROSION CONTROL INLET PROTECTION NTS



1. WIRE MESH SHALL BE LAID OVER THE DROP INLET SO THAT THE WIRE EXTENDS A MINIMUM OF ONE FOOT (30 CM) BEYOND EACH SIDE OF THE INLET STRUCTURE. HARDWARE CLOTH OR COMPARABLE WIRE MESH WITH INCH (13 MM) OPENINGS SHALL BE USED. IF MORE THAN ONE STRIP OF MESH IS NECESSARY, THE STRIPS SHALL BE OVERLAPPED AT LEAST 1 FT. (30 CM).

2. FOOT NO. 1 COARSE AGGREGATE (1.5" TO 3.5" STONE)(4-9CM) SHALL BE PLACED OVER THE WIRE MESH AS SHOWN. THE DEPTH OF STONE SHALL BE AT LEAST 12 INCHES. OVER THE ENTIRE INLET OPENING. THE STONE SHALL EXTEND BEYOND THE INLET OPENING AT LEAST 18 INCHES ON ALL SIDES.

3. IF THE STONE FILTER BECOMES CLOGGED WITH SEDIMENT SO THAT IT NO LONGER ADEQUATELY PERFORMS ITS FUNCTION, THE STONES MUST BE PULLED AWAY FROM THE INLET, CLEANED AND REPLACED.

4. THIS FILTERING DEVICE HAS NO OVERFLOW MECHANISM. THEREFORE, FLOODING IS LIKELY, ESPECIALLY IF SEDIMENT IS NOT REMOVED REGULARLY.

5. ALTERNATE STORM DRAIN INLET PROTECTION METHODS AS SHOWN IN THE FLORIDA EROSION AND SEDIMENT CONTROL INSPECTOR'S MANUAL MAY BE USED, IF APPROVED BY THE GOVERNING AGENCIES AND THE ENGINEER OF RECORD.

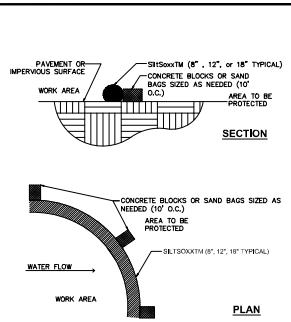
SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE HEAVY CONCENTRATED FLOWS ARE EXPECTED, BUT NOT WHERE PONDING AROUND THE STRUCTURE MIGHT CAUSE EXCESSIVE INCONVENIENCE OR DAMAGE TO ADJACENT STRUCTURES AND UNPROTECTED AREAS.

* GRAVEL SHALL BE FDOT #3, #357 OR #5 COARSE AGGREGATE

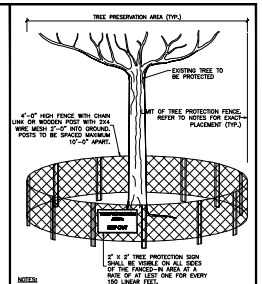
IP

INLET SEDIMENT FILTER NTS



SF

SILT SOCK (IMPERVIOUS AREAS) NTS



NOTES:

1. TREES WITHIN PROTECTION AREAS SHALL BE FENCED BEFORE GRADING OR OTHER DEVELOPMENT ACTIVITY BEGINS.
2. FENCING SHALL BE ERECTED ONE LINEAR FOOT FROM TREE CRITICAL ROOT ZONE. CRITICAL ROOT ZONE ASSUMED TO BE 1.3' RADIUS PER 1" OF DBH.
3. ALL TREE PROTECTION MEASURES SHALL BE INSPECTED AND APPROVED BY THE DIRECTOR PRIOR TO START OF ANY LAND DISTURBING ACTIVITIES.
4. NO CONSTRUCTION, GRADING, EQUIPMENT, OR MATERIAL STORAGE, OR ANY OTHER ACTIVITY SHALL BE ALLOWED WITHIN THE FENCED AREA. FENCING SHALL BE MAINTAINED UNTIL AFTER THE FINAL SITE INSPECTION.

TF

TREE PROTECTION DETAIL NTS

REVISIONS	BY
07-24-2026 CITY OF BOYNTON BEACH COMMENTS	1
10-09-2026 CITY OF BOYNTON BEACH COMMENTS	2

LANGAN

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FBPE Register No. 00006466/LB8712 LB 8918

Project No. 340044901

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

Walmart

DRAWN BH
CHECKED AR
DATE 26 AUGUST 2026
SCALE AS NOTED
JOB No. 340044901
SHEET SW-4

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DEVELOPER/OWNER:
WALMART INC.
c/o WALMART PROPERTY TAX DEPARTMENT
PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: QC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE QEC

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED
READY FOR DECISION
Planning & Zoning Division
November 12, 2026
Project #: 2025.09.5739
CITY OF BOYNTON BEACH
APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

EROSION & SEDIMENT CONTROL DETAILS

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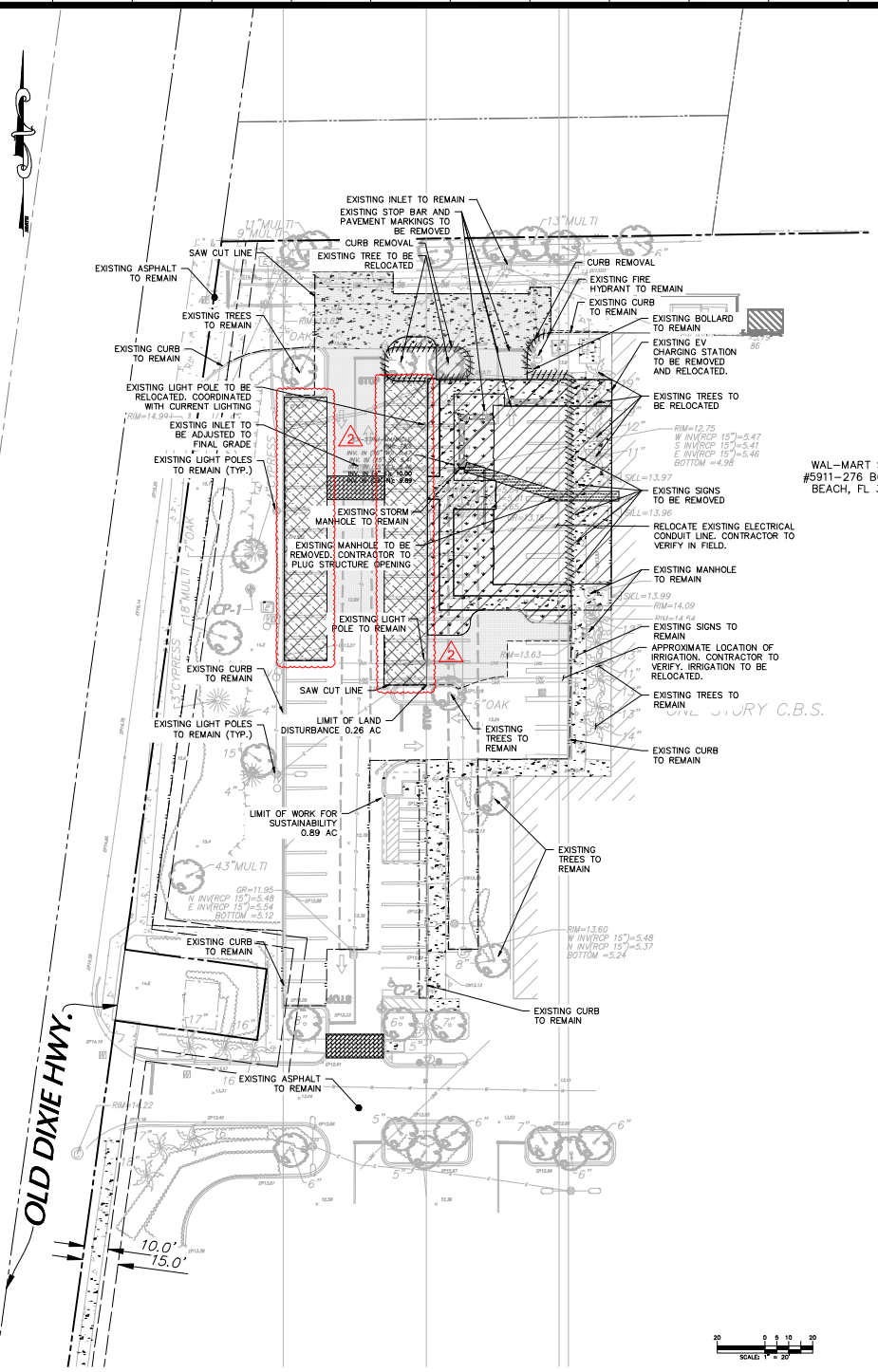

PROPOSED LEGEND

*SEE SITE PLAN FOR OVERLAY

- SAW CUT LIMITS
- DEMOLITION
- NEW STANDARD DUTY ASPHALT
- DEMOLITION
- DEMOLITION: NEW CONCRETE SIDEWALK
- DEMOLITION: NEW LANDSCAPE
- DEMOLITION: NEW STANDARD DUTY ASPHALT
- UTILITY TO BE REMOVED. EXISTING WATER AND SEWER LINES SHALL NOT BE TAKEN OUT OF SERVICE UNTIL NEW WATER AND SEWER LINES ARE INSTALLED, TESTED, AND CLEARED FOR USE BY GOVERNING AGENCIES.
- NEW HEAVY DUTY ASPHALT
- NEW PAVERS
- DEMOLITION: NEW PERMEABLE ASPHALT 2

DEMOLITION NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSAL ON A LOCATION APPROVED BY ALL GOVERNING AUTHORITIES) ALL STRUCTURES, PADS, WALLS, PILLOWS, FOUNDATIONS, PARKING, DRIVES, DRAINAGE, STRUCTURES, UTILITIES, ETC., SUCH THAT THE IMPROVEMENTS SHOWN ON THE REMAINING PLANS CAN BE CONSTRUCTED. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLE COMPACTED FILL MATERIAL PER THE SPECIFICATIONS.
2. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING THE DEBRIS IN A LAWFUL MANNER. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION AND DISPOSAL.
3. THE CONTRACTOR SHALL MAINTAIN ALL UTILITY SERVICES TO THE EXISTING WAL-MART/SAM'S AND OUTLOT AT ALL TIMES. UTILITY SERVICES SHALL NOT BE INTERRUPTED WITHOUT APPROVAL FROM THE CONSTRUCTION MANAGER AND COORDINATION THROUGH THE STORE MANAGER OR OUTLOT USERS.
4. THE CONTRACTOR SHALL COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANY'S FORCES AND ANY FEES WHICH ARE TO BE PAID TO THE UTILITY COMPANY FOR THEIR SERVICES. THE CONTRACTOR IS RESPONSIBLE FOR PAYING ALL FEES AND CHARGES.
5. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING EXISTING IRRIGATION SYSTEM IN THE AREAS OF PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL CAP THE EXISTING IRRIGATION SYSTEM TO REMAIN SUCH THAT THE REMAINING SYSTEM SHALL CONTINUE TO FUNCTION PROPERLY.
6. ALL EXISTING PAINT STRIPING TO BE REMOVED FIRST. CONTRACTOR WILL THEN RESEAL THE PARKING LOT WITH AN APPROVED SEALER PER SPECIFICATION. THEN THE PARKING LOT WILL BE RE-STRIPED WITH 2 COATS OF PAINT PER THE PLANS AND SPECIFICATIONS. THIS WORK SHOULD BE COORDINATED WITH THE STORE MANAGER. THE PARKING LOT SHALL BE DONE IN SECTIONS SO THAT IT DOES NOT INTERRUPT THE STORE OPERATIONS. SEE PHASING PLAN. THE CONTRACTOR SHALL COORDINATE WITH THE CONSTRUCTION MANAGER FOR WORK TO BE PERFORMED.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISCONNECTION OF UTILITY SERVICES TO THE EXISTING BUILDINGS PRIOR TO DEMOLITION OF THE BUILDINGS.
8. THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ONSITE LOCATIONS OF EXISTING UTILITIES.
9. ALL EXISTING SEWERS, PIPING AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION, OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES. GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND REMOVAL OF ALL SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH THE WORK. UTILITIES DETERMINED TO BE ABANDONED AND LEFT IN PLACE SHALL BE GROUTED IF UNDER BUILDING.
10. ELECTRICAL, TELEPHONE, CABLE, WATER, FIBER OPTIC CABLE AND/OR GAS LINES NEEDING TO BE REMOVED OR RELOCATED SHALL BE COORDINATED WITH THE AFFECTED UTILITY COMPANY. ADEQUATE TYPE SHALL BE PROVIDED FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY IS NECESSARY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE. CONTRACTOR SHALL PAY CLOSE ATTENTION TO EXISTING UTILITIES WITHIN THE ANY ROAD RIGHT OF WAY DURING CONSTRUCTION.
11. CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH FENCING, BARRICADES, ENCLOSURES, ETC., AND OTHER APPROPRIATE BEST MANAGEMENT PRACTICES) AS APPROVED BY CONSTRUCTION MANAGER.
12. CONTINUOUS ACCESS SHALL BE MAINTAINED FOR THE SURROUNDING PROPERTIES AT ALL TIMES DURING DEMOLITION OF THE EXISTING FACILITIES.
13. PRIOR TO DEMOLITION OCCURRING, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED.
14. SHOULD REMOVAL AND/OR RELOCATION ACTIVITIES DAMAGE FENCING, CART CORRAL, LIGHTING AND/OR STORM INLET STRUCTURES, THE CONTRACTOR SHALL PROVIDE NEW MATERIALS/STRUCTURES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. EXCEPT FOR MATERIALS DESIGNED TO BE RELOCATED ON THIS PLAN, ALL OTHER CONSTRUCTION MATERIALS SHALL BE NEW.
15. CONTRACTOR MAY LIMIT SAW-CUT & PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE IT IS REQUIRED AS SHOWN ON THESE CONSTRUCTION PLANS BUT IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENT, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IT'S REMOVAL AND REPAIR.
16. CONTRACTOR SHALL MAINTAIN ALL EXISTING PARKING, SIDEWALKS, DRIVES, ETC. CLEAR AND FREE FROM ANY CONSTRUCTION ACTIVITY AND/OR MATERIAL TO ENSURE EASY AND SAFE PEDESTRIAN AND VEHICULAR TRAFFIC TO AND FROM THE SITE. CONTRACTOR SHALL COORDINATE/PHASE ALL CONSTRUCTION ACTIVITY WITHIN PROXIMITY OF THE BUILDING AND UTILITY INTERRUPTIONS WITH THE STORE MANAGER TO MINIMIZE DISTURBANCE AND INCONVENIENCE TO STORE OPERATION AND THE CUSTOMERS.
17. THE CONTRACTOR SHALL COORDINATE WATER MAIN WORK WITH THE FIRE DEPT. AND THE CITY/COUNTY UTILITY DEPARTMENT TO PLAN PROPOSED IMPROVEMENTS AND TO ENSURE ADEQUATE FIRE PROTECTION IS CONSTANTLY AVAILABLE TO THE STORE AND SITE THROUGHOUT THIS SPECIFIC WORK AND THROUGH ALL PHASES OF CONSTRUCTION. CONTRACTOR WILL BE RESPONSIBLE FOR ARRANGING/PROVIDING ANY REQUIRED WATER MAIN SHUT OFFS WITH THE CITY/COUNTY DURING CONSTRUCTION. ANY COSTS ASSOCIATED WITH WATER MAIN SHUT OFFS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA COMPENSATION WILL BE PROVIDED.
18. DAMAGE TO ALL EXISTING CONDITIONS TO REMAIN WILL BE REPLACED AT CONTRACTOR'S EXPENSE.
19. CONTRACTOR MUST COORDINATE WITH CONSTRUCTION MANAGER PRIOR TO ANY CONSTRUCTION TO ESTABLISH CUSTOMER ACCESS AND TRAFFIC FLOW DURING ALL PHASES

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READY FOR DECISION

Planning & Zoning Division

November 12, 2026

Project #: 2025.09.5739

CITY OF BOYNTON BEACH

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

CONTRACTOR SHALL CONTACT 811 FOR LOCATION OF ALL UTILITIES, AT LEAST 72 HOURS PRIOR TO BEGINNING CONSTRUCTION

ALERT TO CONTRACTOR:

ALL WM GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS. OUTLOT AREA TO BE KEPT FREE OF JOB TRAILERS AND STORAGE AFTER THE CONTRACT MILESTONE DATE FOR THE OUTLOT. WM GENERAL CONTRACTOR TO PROVIDE CLEAR ACCESS FOR OUTLOT CONTRACTOR TO THE SPECIFIC PARCEL AT ALL TIMES AFTER MILESTONE DATE. PURCHASER OF OUTLOT TO PROVIDE PERMIT DOCUMENTS AND SWPPP REQUIRED BY STATE/LOCAL REQUIREMENTS FOR SPECIFIC OUTLOT.

DEVELOPER/OWNER:
WALMART INC.
c/o WALMART PROPERTY TAX DEPARTMENT
PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC

PAVEMENT & DEMOLITION PLAN

Date: 10/6/2026 Time: 16:37 User: mlarcheveq Style Table: Langan.stb Layout: Demolition Document Code: 342044901-ENG0-CU101-01

REVISIONS	BY
07-24-2026 CITY OF BOYNTON BEACH COMMENTS	1
10-06-2026 CITY OF BOYNTON BEACH COMMENTS	2

LANGAN

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FSPE Register No. 00006602 | LB 3179

Project No. 342044901

SUPERCENTER #5911-276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

Walmart

DRAWN: RH
CHECKED: AR
DATE: 26 AUGUST 2026
SCALE: AS NOTED
JOB No.: 342044901
SHEET: DM-1

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IMAGE SOURCE:
AERIAL IMAGERY WAS ACQUIRED ON JUNE 2025 VIA AUTODESK LIVE MAP DATA AND MICROSOFT BING MAPS PLATFORM APIS.

STATEMENT OF INTENT

THE OWNER PROPOSED TO CONSTRUCT A NEW ±3,473 S.F. ONLINE PICKUP DELIVERY (OPD) BUILDING ADDITION AND THE REQUIRED SITE ELEMENTS TO SUPPORT IT.

ADDRESS: 3625 S FEDERAL HWY, BOYNTON BEACH, FL 33435
WAL-MART SITE AREA: ± 9.36 AC (± 407,615 SF)
ZONING: C-3 COMMUNITY COMMERCIAL
LANDUSE: COMMERCIAL
PARCEL ID: 08-43-46-04-00-000-1060

BUILDING DATA

PRE-EXPANSION - EXISTING CONDITION:

GROSS BUILDING AREA:	98,736 S.F. (±)
STOCKROOM AREA:	12,157 S.F. (±)
TOTAL RETAIL AREA:	86,579 S.F. (±)
BUILDING SETBACKS EXISTING:	
FRONT (EAST):	53' PER VARIANCE ZNCV 10-001
SIDE (SOUTH):	261' PER VARIANCE ZNCV 10-002
SIDE (WEST):	153' PER VARIANCE ZNCV 10-003
BUILDING HEIGHT (ONE STORY):	39'-4"
MAXIMUM CODE:	45'

POST-EXPANSION -PROPOSED CONDITION:

PROPOSED BUILDING EXPANSION:	3,473 S.F. (±)
TOTAL PROPOSED BUILDING AREA:	102,209 S.F.(±) (+3.52%)
PROPOSED BUILDING EXPANSION HEIGHT (ONE STORY):	22'- 8" 3
PROPOSED FLOOR AREA RATIO:	0.25
PROPOSED BUILDING SETBACKS:	
FRONT (EAST):	± 53'
SIDE (WEST):	±153'
SIDE (NORTH):	± 40.5' 3
SIDE (SOUTH):	±261'

SITE DEVELOPMENT CALCULATIONS

GROSS SITE AREA:	9.36 ACRES (±)
BUILDING (102,209 S.F. (±)):	2.35 ACRES (±)
FUTURE LAND USE:	LOCAL RETAIL COMMERCIAL
PARCEL ID:	08-43-46-04-00-000-1060
LOCAL JURISDICTION:	CITY OF BOYNTON BEACH

PARKING REQUIREMENTS

PRE-EXPANSION - EXISTING CONDITIONS:

PARKING PROVIDED: 390 SPACES = 3,95 SP /1000 SF
(NOT INCLUDING 10 SPACES ALLOCATED FOR CART CORRALS)

POST-EXPANSION - PROPOSED CONDITION:

PARKING PROVIDED: 373 SPACES = 3.65 SP/1000 SF
(NOT INCLUDING 8 SPACES ALLOCATED FOR CART CORRALS)

REQUIRED ADA PARKING: 2% OF TOTAL PARKING REQUIRED
REQUIRED: 512 TOTAL SPACES = 11 ADA PARKING SPACES REQUIRED
PROVIDED: 13 SPACES

SITE ANALYSIS TABLE (BOYNTON BEACH 05911-276)

	EXISTING	PROPOSED
TOTAL BUILDING AREA	98,736 S.F.	102,209 S.F.
REQUIRED PARKING (PER CITY OF BOYNTON BEACH)	494 SPACES	512 SPACES
REQUIRED PARKING RATIO (PER CITY OF BOYNTON BEACH)	5 SPACES/1,000 S.F.[5]	5 SPACES/1,000 S.F.[5]
CUSTOMER AND ASSOCIATE PARKING	356 SPACES	325 SPACES
ACCESSIBLE PARKING	13 SPACES	13 SPACES
EV PARKING	2 SPACES	2 SPACES
PICKUP PARKING (INCLUDING LIQUOR PICKUP)	13 SPACES	27 SPACES
CART CORRALS (NOT INCLUDED IN COUNTS BELOW)	10 CORRALS / 10 SPACES	8 CORRALS / 8 SPACES
MOTORBIKE PARKING	6 SPACES	6 SPACES
TOTAL PARKING EXCLUDING PICKUP STALLS	377 SPACES	346 SPACES
PARKING RATIO EXCLUDING PICKUP STALLS	3.81/1,000 S.F.	3.39/1,000 S.F.
TOTAL PARKING INCLUDING PICKUP STALLS	390 SPACES	373 SPACES[6]
PARKING RATIO INCLUDING PICKUP STALLS	3.95/1,000 S.F.	3.65/1,000 S.F.

NOTES:
1. GROSS FLOOR AREA IS PER AOR (OSWALDO BUZNEGO) DIRECTION 6/20/2025.
2. EXISTING PARKING COUNTS ARE BASED ON PREVIOUS DESIGN REQUIREMENTS, ORIGINAL CONSTRUCTION PLANS, AND A SITE VISIT CONDUCTED BY LANGAN ON 07/03/2025.
3. PARKING SPACES OCCUPIED BY CART CORRALS HAVE BEEN EXCLUDED FROM THE PARKING COUNTS AND PARKING RATIOS.
4. EXISTING PROPERTY LINE HAS BEEN REFERENCED PER A PLAN TITLED "OVERALL SITE PLAN" PREPARED BY CPH, INC., DATED 01/28/2016.
5. EXISTING BUILDING HEIGHT IS PER BRR ARCHITECTURE, SHEET A2.2, ENLARGED EXTERIOR ELEVATIONS, DATED 08/13/2010, LAST REVISED 8/19/2011.
6. A VARIANCE REQUEST HAS BEEN SUBMITTED UNDER SEPARATE APPLICATION.
7. LAND USE SUMMARY TABLES FOR WORK AREAS A THROUGH G HAVE BEEN INCLUDED WITHIN THE STORMWATER REPORT DATED 8/26/2026

LANDSCAPE NOTES:
1.PLANTS IN THE SIGHT TRIANGLE AREAS IDENTIFIED ON THIS PLAN MUST BE MAINTAINED AT A MAXIMUM HEIGHT OF 2.5 FEET, AND TREE LIMBS MUST BE A MINIMUM OF 8 FEET IN HEIGHT.

DEVELOPER/OWNER:
WALMART INC.
c/o WALMART PROPERTY TAX DEPARTMENT
PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC

OVERALL SITE PLAN

REVISIONS	BY
07-24-2026 CITY OF BOYNTON BEACH COMMENTS	1
10-09-2026 PER SWMD REVISIONS	2
10-28-2026 CITY OF BOYNTON BEACH COMMENTS	3

LANGAN
Langan Engineering and Environmental Services, LLC.
13485 Veterans Way, Suite 120
Orlando, FL 32827
T: 407.974.2900 F: 407.974.2901 www.langan.com
FBPE Register No. 00000610 | LB 3139

SUPERCENTER #5911-276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

Project No. 342044901

DRAWN: RH
CHECKED: AR
DATE: 26 AUGUST 2026
SCALE: AS NOTED
JOB No. 342044901
SHEET: C-1

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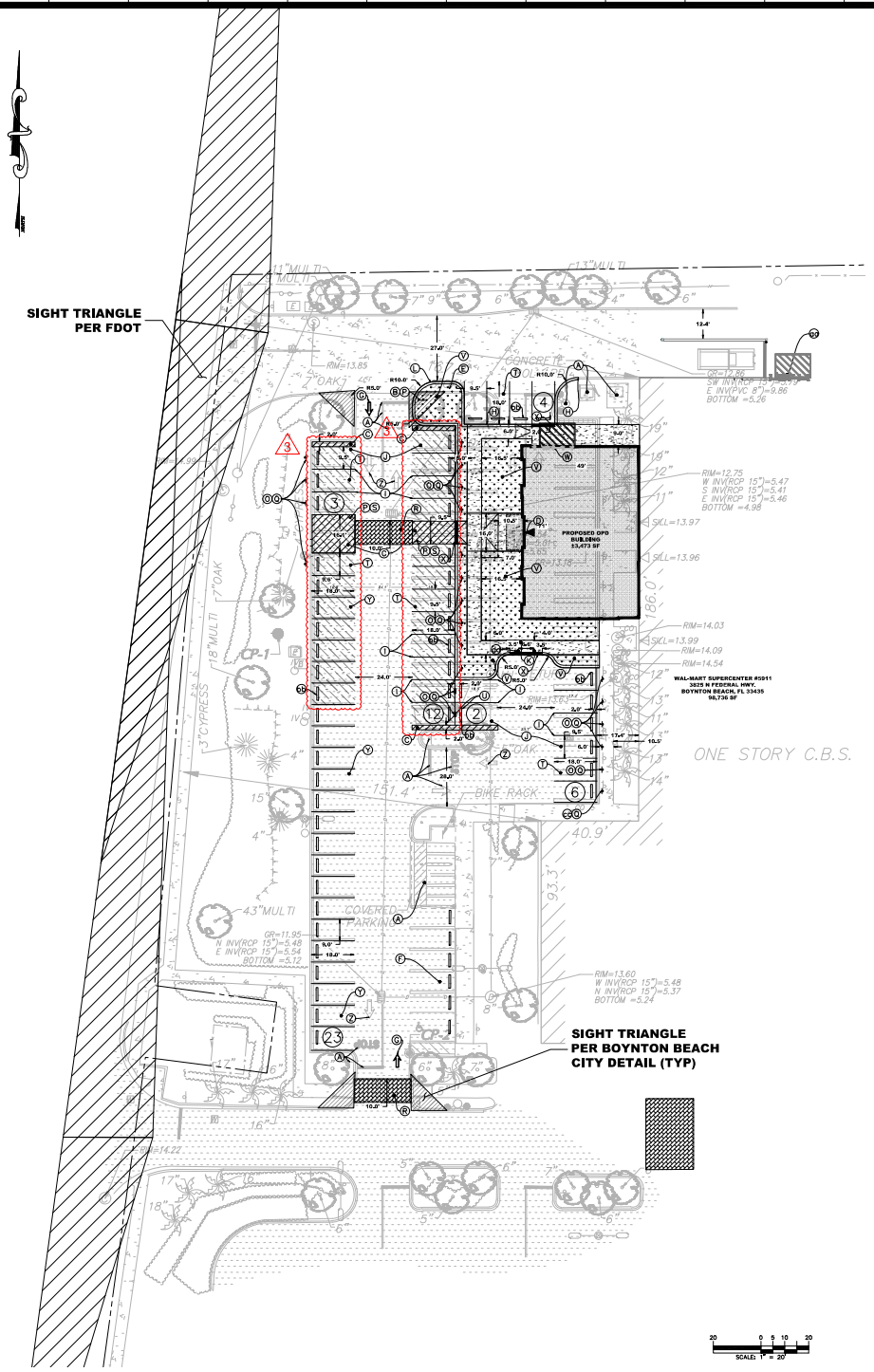

NOTE TO CONTRACTOR

1. BFR (BUILDING FRONTAGE ROAD)
   OCR (OUTER CIRCULATION ROAD)
2. CONTRACTOR SHALL INSTALL "NEW" STOP BARS, SIGNS, AND TEXT TO MATCH CURRENT DETAILS AT THE LOCATIONS SHOWN ON THESE PLANS.
3. ALL SIGNS LOCATED ON THE BUILDING SIDE OF THE BFR SHALL BE INSTALLED ON A SINGLE POST WITH BOLLARD.
4. SEE DETAIL SHEETS FOR DIMENSIONS ON EXACT PLACEMENT OF SIGN POSTS AND STRIPING RELATIVE TO THE EDGE OF TRAVEL LANE, EDGE OF CROSSWALK, BACK OF CURB, ETC.
5. GC TO EXECUTE COMPLETE PARKING LOT RESTRIPING. STRIPE/REFRESH ALL EXISTING PARKING FIELDS (MAIN, SIDES, AND REAR OF STORE).
6. PREPARE AND REPAINT PARKING LOT LIGHT POLE BASES AND REMOVE PREVIOUS OVERSPRAY ON PAVEMENT. IF LIGHT POLE BASE IS WITHIN A RAISED CURB AND OFFSET FROM THE BACK OF CURB (OR CONCRETE BUFFER) BY 3 FEET OR LESS, THE BASE SHALL BE PAINTED/REPAINTED. IF LIGHT POLE BASE IS OFFSET FROM THE BACK OF CURB (OR CONCRETE BUFFER) BY MORE THEN 3 FEET, THE BASE SHALL NOT BE PAINTED UNLESS IT IS ALREADY PAINTED IN EXISTING CONDITIONS.
7. PREPARE AND REPAINT EXISTING SIGN POST BOLLARDS AND REMOVE PREVIOUS OVERSPRAY ON PAVEMENT.
8. CONTRACTOR SHALL CONTACT THE PUBLIC WORKS DEPARTMENT (561-742-6200) REGARDING THE REMOVAL OF REFUSE DURING THE CONSTRUCTION PHASE PER THE CODE, SECTION 10-26 (A).

SITE NOTES

1. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
2. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
3. ALL DISTURBED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SEED, MULCH AND WATER UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED. SEE G7900 SPECIFICATION.
4. ALL CURBED RADII ARE TO BE 10' UNLESS OTHERWISE NOTED. STRIPED RADII ARE TO BE 5'.
5. ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
6. EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED OR RELOCATED AS NECESSARY. ALL COST SHALL BE INCLUDED IN BASE BID.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, (UNLESS OTHERWISE NOTED ON PLANS) INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITEWORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
8. SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM A SURVEY ENTITLED "VL101", COMPLETED BY LANGAN ON SEPTEMBER 1, 2025.
9. THE SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED "THE WALMART STANDARD SITE WORK SPECIFICATIONS".
10. REFER TO MEP PLANS FOR SITE LIGHTING ELECTRICAL PLAN.

SITE LEGEND

- (A) EXISTING TO REMAIN AND BE REFRESHED TO MEET CURRENT STANDARDS.
- (B) 30" X 30" STOP SIGN.
- (C) AREA STRIPED AT SYSL/4" AT 45° @ 2'-0" O.C.
- (D) AT GRADE DOOR LOCATION. SEE ARCHITECTURAL PLANS FOR EXACT SIZE AND LOCATION FOR COORDINATION WITH CIVIL PLANS.
- (E) CONVERT EXISTING ASPHALT AREA TO LANDSCAPING.
- (F) EXISTING 9.0' X 18' PARKING SPACES TO REMAIN.
- (G) OPEN ARROW PAVEMENT MARKING.
- (H) MATCH EXISTING CURB.
- (I) NEW 4" WIDE SINGLE YELLOW SOLID STRIPE (PICKUP SPACE PARKING. SEE DETAILS.)
- (J) NEW 9.5' X 18' OPD PARKING STALLS.
- (K) NEW CONCRETE SIDEWALK.
- (L) NEW TYPE F CURB.
- (M) NEW SWSL/6" AT 90° @ 1'-0" O.C. (NOT IN USE)
- (N) NEW ONLINE PICKUP DELIVERY DIRECTIONAL SIGN. (NOT IN USE)
- (O) NEW ONLINE PICKUP DELIVERY PARKING SIGN.
- (P) NEW SIGN MOUNT WITH BREAK AWAY POST.
- (Q) NEW SIGN MOUNT WITH BOLLARD.
- (R) 4"X8"X3.15" PAVER MODULE OR EQUAL. MECHANICAL PLAZA COLOR B-II (RED, TAN, CHARCOAL)
- (S) NEW R1-5B "STOP HERE FOR PEDESTRIANS" SIGN.
- (T) NEW 9.5' X 18' STALLS.SWSL/4" - SINGLE WHITE SOLID LINE / 4" WIDE
- (U) EXISTING CART CORRAL TO BE REMOVED.
- (V) NEW LANDSCAPE AREA.
- (W) NEW JIB CRANE.
- (X) NEW DEPRESSED CURB.
- (Y) NEW 9.0' X 18' REGULAR STALLS.SWSL/4" - SINGLE WHITE SOLID LINE / 4" WIDE.
- (Z) EXISTING TO BE REMOVED.
- (AA) EXISTING JIB CRANE.
- (BB) WHEEL STOP
- (CC) DUAL USE NEW ONLINE PICKUP DELIVERY/EV VAN CHARGING PARKING SIGN.
- (DD) NEW BOLLARD

LEGEND

- PROPOSED BUILDING
- PROPOSED DOOR
- AREA OF STORE EXPANSION
- PROPOSED 6" CURB AND GUTTER
- PROPOSED BUILDING CANOPY
- PROPOSED PAVERS
- SIGHT TRIANGLE AREA
- 3 PROPOSED PERMEABLE PAVEMENT

PAINT STRIPING LEGEND

SWSL/4" - SINGLE WHITE SOLID LINE / 4" WIDE
SYSL/4" - SINGLE YELLOW SOLID LINE / 4" WIDE EACH
DYSL/4" - DOUBLE YELLOW SOLID LINE / 4" WIDE EACH
SYSL/10" - SINGLE YELLOW SOLID LINE / 10" WIDE
SWDL/4" - SINGLE WHITE DASHED LINE / 4" WIDE
SWSL/24" - SINGLE WHITE SOLID LINE / 24" WIDE

NOTES:
1. PLANTS IN THE SIGHT TRIANGLE AREAS IDENTIFIED ON THIS PLAN MUST BE MAINTAINED AT A MAXIMUM HEIGHT OF 2.5 FEET, AND TREE LIMBS MUST BE A MINIMUM OF 8 FEET IN HEIGHT.

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED
READY FOR DECISION
Planning & Zoning Division
November 13, 2026
Project #: 2025.09.5739
CITY OF BOYNTON BEACH
APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

DEVELOPER/OWNER:
WALMART INC. c/o WALMART PROPERTY TAX DEPARTMENT PO BOX 8050 MS 0555 BENTONVILLE, AR 72716
SITE OPERATOR/GENERAL CONTRACTOR:
SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC

SITE PLAN

REVISIONS	BY
07-24-2026 CITY OF BOYNTON BEACH COMMENTS	1
08-19-2026 CITY OF BOYNTON BEACH COMMENTS	2
10-06-2026 CITY OF BOYNTON BEACH COMMENTS	3

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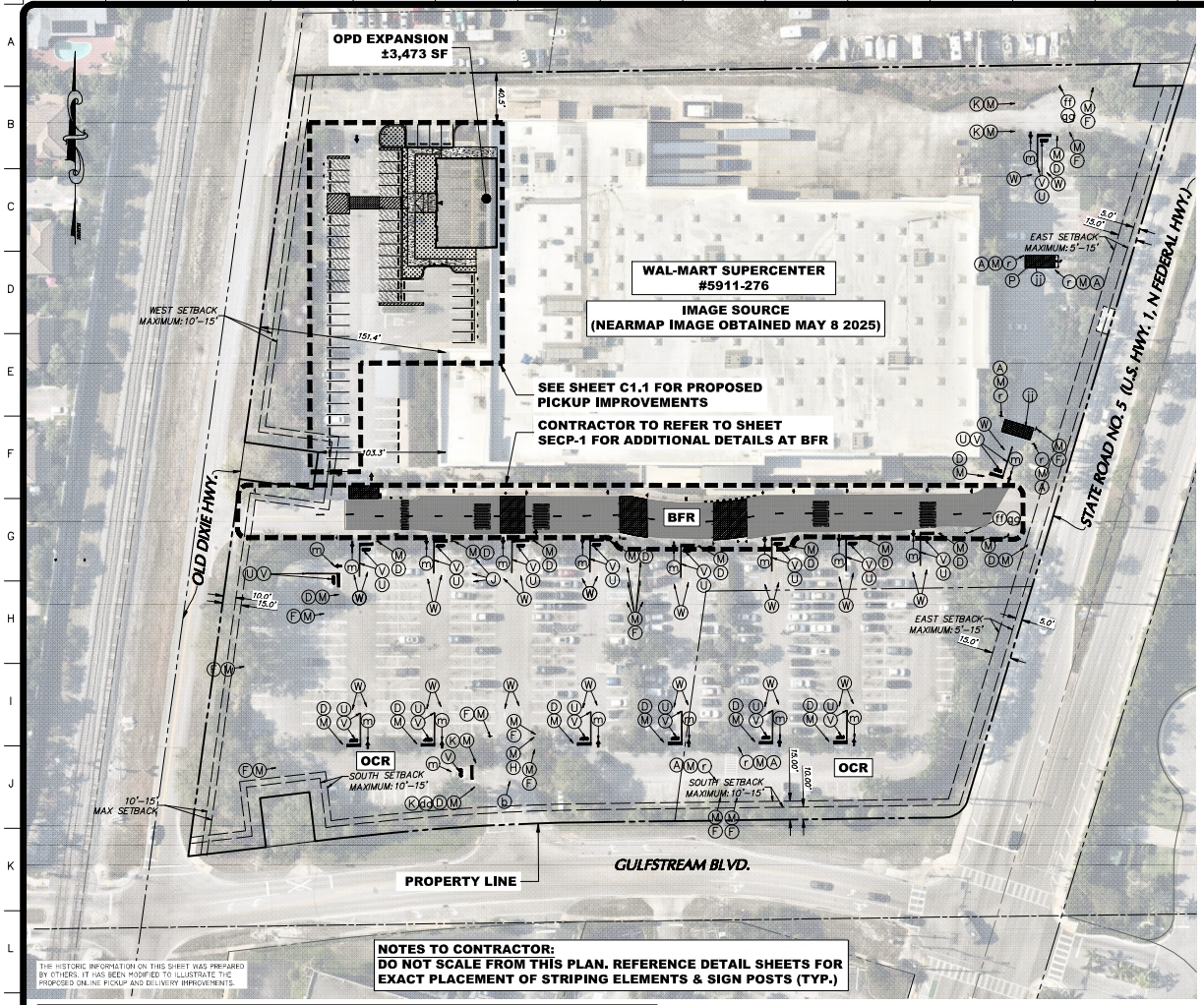

SITE AND DEMOLITION LEGEND

- (A) EXISTING PEDESTRIAN CROSSING SIGN TO BE REMOVED.
- (B) EXISTING PEDESTRIAN CROSSING SIGN TO REMAIN / BE REUSED.
- (C) EXISTING STOP SIGN TO BE REMOVED.
- (D) EXISTING STOP SIGN TO REMAIN / BE REUSED.
- (E) EXISTING STOP SIGN TO BE RAISED / RELOCATED TO MATCH CURRENT DETAILS / GUIDELINES.
- (F) EXISTING MISCELLANEOUS TRAFFIC AND/OR INFORMATION SIGN TO REMAIN / BE REUSED.
- (G) EXISTING NO PARKING FIRE LANE SIGN TO REMAIN / BE REUSED.
- (H) EXISTING PICKUP WAY FINDING SIGN TO REMAIN / BE REUSED.
- (J) EXISTING PICKUP SIGN TO REMAIN / BE REUSED.
- (K) EXISTING "DO NOT ENTER" SIGN TO REMAIN / BE REUSED.
- (L) EXISTING SIGN POST AND BASE TO BE REMOVED.
- (M) EXISTING SIGN POST AND BASE TO REMAIN.
- (N) EXISTING SIGN POST BOLLARD TO BE REPAINTED.
- (P) EXISTING CROSSWALK STRIPING TO BE REMOVED.
- (Q) EXISTING CROSSWALK TO REMAIN / BE REFRESHED.
- (R) EXISTING YIELD PAVEMENT MARKING TO BE REMOVED.
- (S) EXISTING CENTERLINE STRIPING TO REMAIN / BE REFRESHED.
- (T) EXISTING STOP BAR / STOP PAVEMENT MARKING TO BE REMOVED.
- (U) EXISTING STOP PAVEMENT MARKINGS, "STOP" PAVEMENT MARKING AND/OR "ONLY" PAVEMENT MARKING TO BE REVISED / REFRESHED TO MATCH CURRENT DETAILS.
- (V) EXISTING 4" WIDE DOUBLE YELLOW AND/OR SINGLE WHITE STRIPE TO REMAIN / BE REFRESHED.
- (W) EXISTING ARROW PAVEMENT MARKING TO BE REMOVED.
- (X) EXISTING OPEN ARROW PAVEMENT MARKING TO BE REVISED / REFRESHED TO MATCH CURRENT DETAILS.
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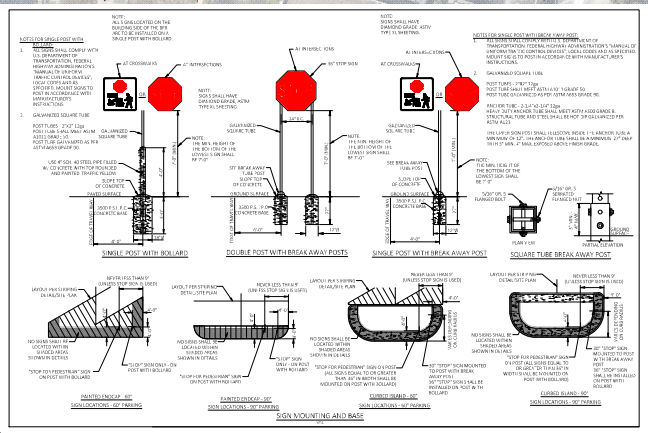
- (Z) EXISTING FIRE LANE STRIPING AND/OR YELLOW STRIPING TO REMAIN / BE REFRESHED.
- (a) EXISTING PICKUP GRAPHIC AND ORANGE ARROW PAVEMENT MARKING TO BE REMOVED.
- (b) EXISTING STRIPING TO BE REMOVED.
- (d) EXISTING 4" WIDE PAINTED YELLOW STRIPES AT 45° @ 2'-0" O.C. TO REMAIN / BE REFRESHED.
- (e) LIMITS OF SEAL COAT. APPLY SEAL COAT OVER WHERE STRIPING AND PAVEMENT MARKINGS WERE REMOVED AND WHERE NEW STRIPING AND PAVEMENT MARKINGS WILL BE APPLIED. APPLY NEW STRIPING AND PAVEMENT MARKINGS OVER SEAL COAT.
- (f) NEW CROSSWALK MARKINGS - 6" WIDE PAINTED WHITE STRIPING PARALLEL TO DIRECTION OF TRAFFIC AT 2'-0" O.C. AND (1)-8" WHITE STRIPE PERPENDICULAR ON BOTH ENDS UNLESS NOTED OTHERWISE. SEE SITE PLAN FOR DIMENSIONS. ENTIRE CROSSWALK SHALL BE RE-STRIPED.
- (g) NEW 4" WIDE PAINTED YELLOW STRIPES - 6' LONG WITH 18' GAPS.
- (h) NEW "STOP" PAVEMENT MARKING AND STOP BAR AND/OR "ONLY" PAVEMENT MARKING.
- (i) NEW 4" WIDE DOUBLE SOLID YELLOW STRIPE AND/OR SINGLE WHITE STRIPE.
- (j) NEW OPEN ARROW PAVEMENT MARKINGS.
- (m) NEW SOLID ARROW PAVEMENT MARKING.
- (n) NEW 6" WIDE FIRE LANE STRIPING PAINTED TRAFFIC RED W/ "NO PARKING FIRE LANE" PAINTED WITH 4" HIGH WHITE LETTERING AT 25' O.C.
- (q) NEW 4" WIDE PAINTED YELLOW STRIPES AT 45° @ 2'-0" O.C.
- (r) NEW "STOP HERE FOR PEDESTRIANS" SIGN.
- (t) NEW 30"X30" STOP SIGN.
- (u) NEW 36"X36" STOP SIGN WITH DOUBLE SIGN MOUNTING, BREAK AWAY POSTS, AND BASE.
- (w) NEW NO PARKING FIRE LANE SIGN SIGN.
- (x) NEW PICKUP SIGN.
- (y) NEW 24" X 24" DO NOT ENTER SIGN.
- (z) NEW ALL WAY PLAQUE.
- (aa) NEW TRAFFIC FROM RIGHT DOES NOT STOP PLAQUE.
- (bb) NEW TRAFFIC FROM THE LEFT DOES NOT STOP PLAQUE.
- (cc) NEW ONCOMING TRAFFIC DOES NOT STOP PLAQUE.
- (dd) NEW CROSS TRAFFIC DOES NOT STOP PLAQUE.
- (ee) NEW SIGN MOUNTING AND BASE WITH BOLLARD.
- (ff) NEW SIGN MOUNTING AND BASE WITH BREAK AWAY POST.
- (gg) NEW DIRECTIONAL PICKUP SIGN, REFER TO WAYFINDING PLAN.
- (jj) 4"X8"X3.15" PAVER MODULE OR EQUAL. MECHANICAL PLAZA COLOR E-11 (RED, TAN, CHARCOAL)



NOTE TO CONTRACTOR:

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2. CONTRACTOR SHALL INSTALL "NEW" STOP BARS, SIGNS, AND TEXT TO MATCH CURRENT DETAILS AT THE LOCATIONS SHOWN ON THESE PLANS.
3. ALL SIGNS LOCATED ON THE BUILDING SIDE OF THE BFR SHALL BE INSTALLED ON A SINGLE POST WITH BOLLARD.
4. SEE DETAIL SHEETS FOR DIMENSIONS ON EXACT PLACEMENT OF SIGN POSTS AND STRIPING RELATIVE TO THE EDGE OF TRAVEL LANE, EDGE OF CROSSWALK, BACK OF CURB, ETC.

NOTES TO GENERA CONTRACTOR (GC):

1. GC TO EXECUTE COMPLETE PARKING LOT RESTRIPING. STRIPE/REFRESH ALL EXISTING PARKING FIELDS (MAIN, SIDES, AND REAR OF STORE).
2. PREPARE AND REPAINT PARKING LOT LIGHT POLE BASES AND REMOVE PREVIOUS OVERSPRAY ON PAVEMENT. IF LIGHT POLE BASE IS WITHIN A RAISED CURB AND OFFSET FROM THE BACK OF CURB (OR CONCRETE BUFFER) BY 3 FEET OR LESS, THE BASE SHALL BE PAINTED/REPAINTED. IF LIGHT POLE BASE IS OFFSET FROM THE BACK OF CURB (OR CONCRETE BUFFER) BY MORE THEN 3 FEET, THE BASE SHALL NOT BE PAINTED UNLESS IT IS ALREADY PAINTED IN EXISTING CONDITIONS.
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SCALE: 1 INCH = 40 FEET

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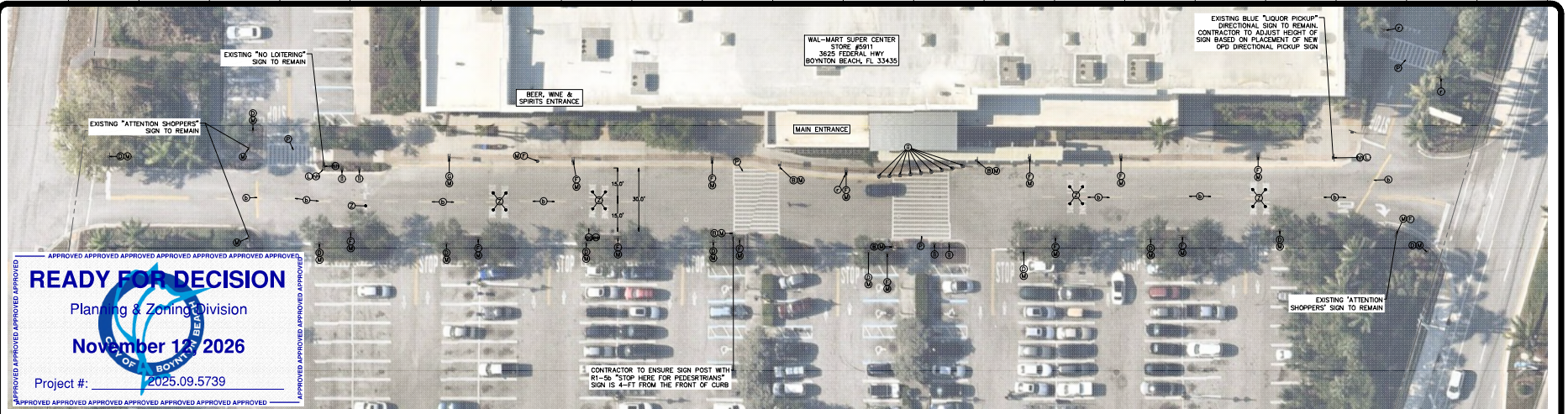
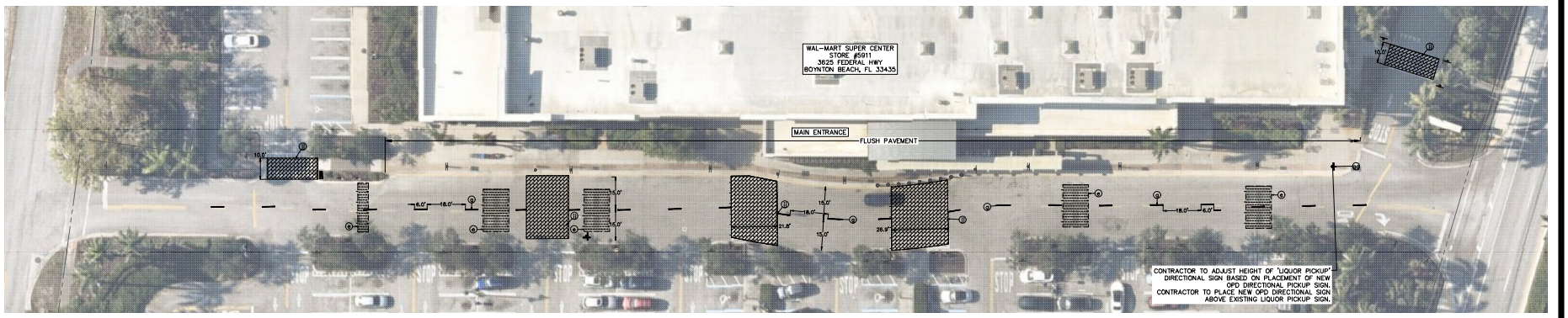


SECP DEMOLITION PLAN



SECP SITE PLAN

PAINT STRIPING LEGEND

SWSL/4" - SINGLE WHITE SOLID LINE / 4" WIDE
SYSL/4" - SINGLE YELLOW SOLID LINE / 4" WIDE EACH
DYSL/4" - DOUBLE YELLOW SOLID LINE / 4" WIDE EACH
SYSL/10" - SINGLE YELLOW SOLID LINE / 10" WIDE
SWDL/4" - SINGLE WHITE DASHED LINE / 4" WIDE
SWSL/24" - SINGLE WHITE SOLID LINE / 24" WIDE

HATCH LEGEND

AREA TO RECEIVE SEAL COAT

SIGN LEGEND

- EXISTING BOLLARD
- EXISTING SIGN AND POST MOUNTED ON BOLLARD
- EXISTING SIGN MOUNTED ON BREAKAWAY POST
- EXISTING DOUBLE-SIDED SIGN
- NEW SIGN AND POST

20 0 5 10 20
SCALE: 1 INCH = 20 FEET

DEVELOPER/OWNER:
WALMART INC.
c/o WALMART PROPERTY TAX DEPARTMENT
PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC

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(ff) NEW SIGN MOUNTING AND BASE WITH BREAK AWAY POST.
(gg) NEW DIRECTIONAL PICKUP SIGN, REFER TO PICKUP DIRECTIONAL SIGNAGE PLAN.
(hh) EXISTING DIRECTIONAL PICKUP SIGN TO BE REMOVED
(ii) EXISTING BOLLARD TO REMAIN
(jj) 4"X8"X3.15" PAVER MODULE OR EQUAL. MECHANICAL PLAZA COLOR E-11 (RED, TAN, CHARCOAL)

DEMOLITION AND SITE CONSTRUCTION PLAN

Date: 10/6/2026 Time: 12:53 User: mlanchess Style Table: Langan.stb Layout: SECP-1 Document Code: 342044901-MSSD-CR101-0001

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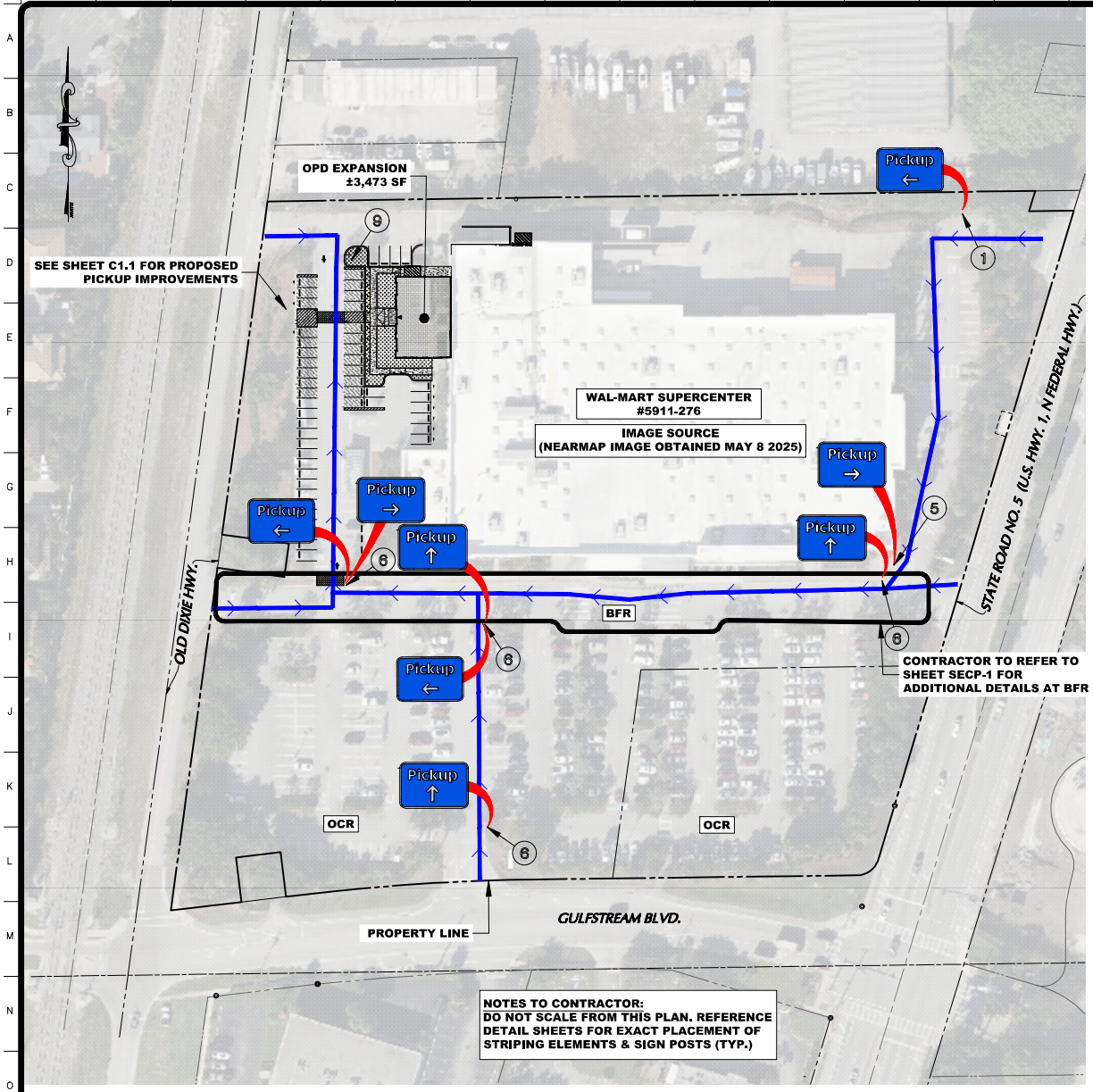


IMAGE SOURCE:
AERIAL IMAGERY WAS ACQUIRED ON JUNE 2025 VIA AUTODESK LIVE MAP DATA AND MICROSOFT BING MAPS PLATFORM APIS

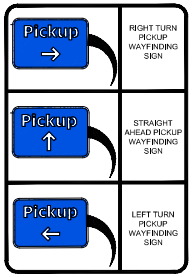
SCALE: 1 INCH = 40 FEET

FINISH LEGEND	
PMS WHITE	WHITE
PMS 2728 C	TRUE BLUE

DIRECTIONAL SIGNAGE LEGEND

REFERENCE DETAIL SHEET

1. CONTRACTOR TO INSTALL NEW PICKUP DIRECTIONAL SIGN ON NEW BREAKAWAY POST
2. CONTRACTOR TO INSTALL NEW PICKUP DIRECTIONAL SIGN ON NEW BOLLARD POST
3. CONTRACTOR TO REMOVE EXISTING PICKUP DIRECTIONAL SIGN & INSTALL NEW PICKUP DIRECTIONAL SIGN ON EXISTING BREAKAWAY POST.
4. CONTRACTOR TO INSTALL NEW PIKUP DIRECTIONAL SIGNS PANEL BACK TO BACK ON NEW BOLLARD POST.
6. CONTRACTOR TO INSTALL NEW PICKUP DIRRECTIONAL SIGNS PANEL BACK TO BACK ON NEW BREAKAWAY POST.
8. CONTRACTOR TO REMOVE EXISTING PICKUP DIRECTIONAL SIGN & POST AND INSTALL NEW PICKUP DIRECTIONAL SIGN ON NEW BREAKAWAY POST.
7. CONTRACTOR TO REMOVE EXISTING PICKUP DIRECTIONAL SIGN & EXISTING BREAKAWAY POST.
8. CONTRACTOR TO REMOVE EXISTING PICKUP DIRECTIONAL SIGN & EXISTING BOLLARD POST.
9. CONTRACTOR TO INSTALL PICKUP BANNER SIGN ON THIS LIGHT POST.
10. EXISTING PICKUP DIRECTIONAL SIGN AND POST TO REMAIN.
11. CONTRATOR TO REMOVE EXISTING PICKUP DIRECTIONAL SIGN & INSTALL NEW PICKUP DIRECTIONAL SIGN ON EXISTING BOLLARD POST.



PICKUP EXTERIOR SIGN SCHEDULE		
DESCRIPTION	DIMENSIONS	QUANTITY
RESERVED	18 X 18	24
PHONE NUMBER	8 X 18	24
VERTICAL PICKUP	18 X 36	24
PICKUP LEFT	18 X 24	3
PICKUP AHEAD	18 X 24	2
PICKUP RIGHT	18 X 24	2
PICKUP BANNER	24 X 60	-

NOTE TO CONTRACTOR:

1. BFR (BUILDING FRONTAGE ROAD)
   OCR (OUTER CIRCULATION ROAD)
2. ALL PICKUP WAYFINDING, BANNER AND STALL SIGNS ARE WALMART SUPPLIED AND CONTRACTOR INSTALLED. CONTRACTOR TO PLACE SIGN ORDER AT LEAST 3 WEEKS IN ADVANCE. ORDER SHALL BE SENT VIA EMAIL TO GETTY THOMAS (GETTY.THOMAS@WALMART.COM) AND BRAD KEENER (BRADLEY.KEENER@WALMART.COM). REQUEST SHALL CONTAIN A DELIVERY ADDRESS, DESIRED DELIVERY DATE, AND ANY SITE SPECIFIC SIGN SIZE AND/OR COLORS BASED ON APPROVED PLANS.
3. SEE PICKUP DETAIL SHEET FOR NOTES AND DETAILS ON PICKUP STRIPING AND SIGNAGE IMPROVEMENTS.

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED
READY FOR DECISION
Planning & Zoning Division
November 12, 2026
Project #: 2025.09.5739
CITY OF BOYNTON BEACH

DEVELOPER/OWNER:
WALMART INC.
c/o WALMART PROPERTY TAX DEPARTMENT
PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC

PICKUP DIRECTIONAL SIGNAGE PLAN

REVISIONS	BY
07-24-2026 CITY OF BOYNTON BEACH COMMENTS	1
10-15-2026 CITY OF BOYNTON BEACH COMMENTS	2

LANGAN
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FBPE Region No. 00000610 | LB #7136

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

Project No. 342044901

DRAWN: LC
CHECKED: AR
DATE: 26 AUGUST 2026
SCALE: AS NOTED
JOB No.: 342044901
SHEET: OPD-1

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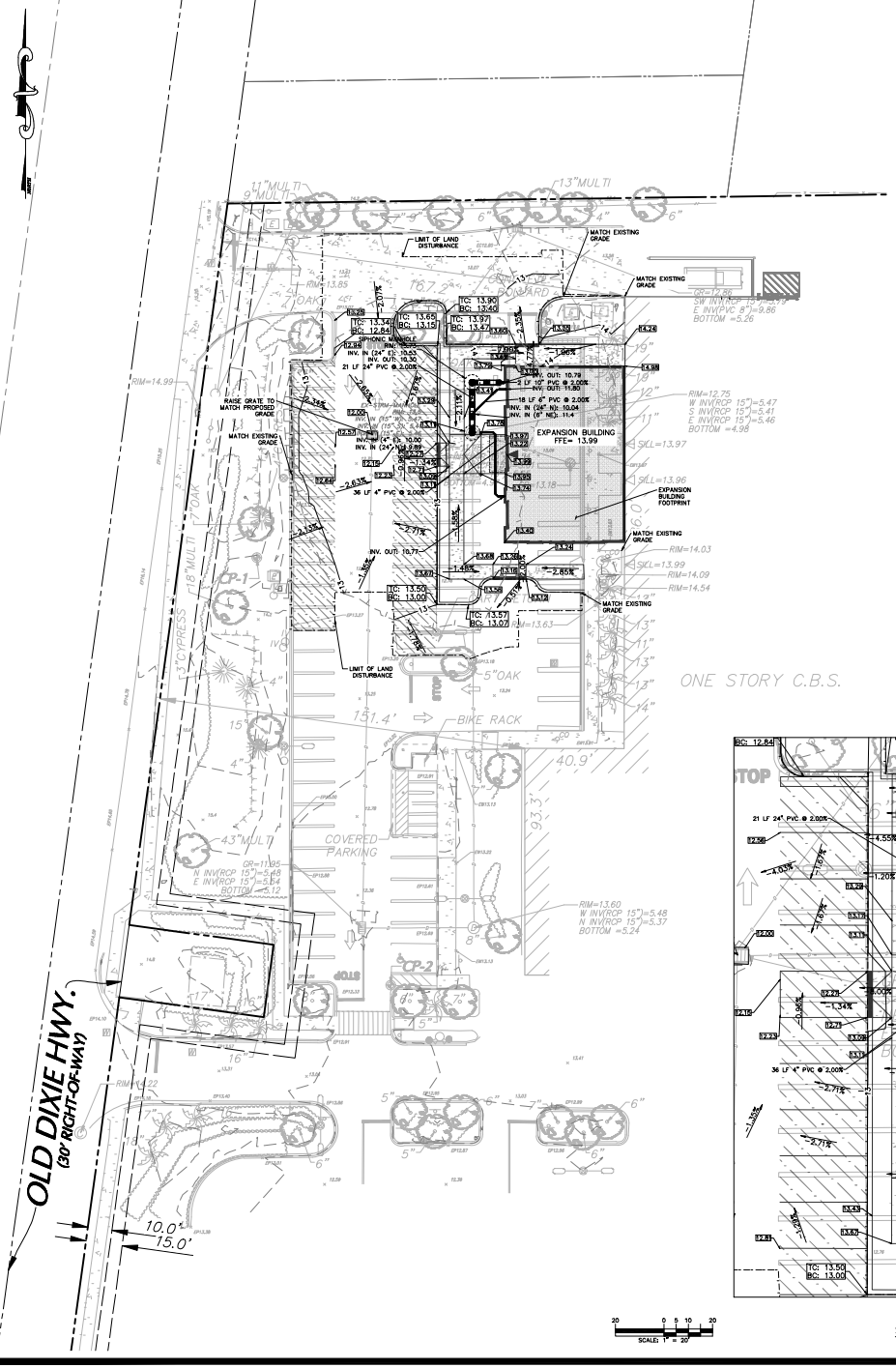

FOUNDATION SUBSURFACE PREPARATION WAL-MART
JOB #5911.276, BOYNTON BEACH, FLORIDA
09/05/25

UNLESS SPECIFICALLY INDICATED OTHERWISE IN THE DRAWINGS AND/OR SPECIFICATIONS, THE LIMITS OF THIS SUBSURFACE PREPARATION ARE CONSIDERED TO BE THAT PORTION OF THE SITE DIRECTLY BENEATH AND 5 FEET BEYOND THE BUILDING AND APPURTENANCES.

APPURTENANCES ARE THOSE ITEMS ATTACHED TO THE BUILDING PROPER (REFER TO DRAWING SHEET C-1), TYPICALLY INCLUDING, BUT NOT LIMITED TO, THE BUILDING SIDEWALKS, GARDEN CENTER, PORCHES, RAMPS, STOOPS, TRUCK WELLS/DOCKS, CONCRETE APRONS AT THE AUTOMOTIVE CENTER, COMPACTOR PAD, ETC. THE BASE AND THE VAPOR BARRIER, WHERE REQUIRED, DO NOT EXTEND BEYOND THE LIMITS OF THE ACTUAL BUILDING AND THE APPURTENANCES.

ESTABLISH THE FINAL SUBGRADE ELEVATION TO ALLOW FOR THE CONCRETE SLAB, BASE, AND SUBBASE (IF SUBBASE IS REQUIRED BELOW). REFERENCE ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR REQUIRED SLAB THICKNESS. THE 6" THICK BASE MATERIAL SHALL CONFORM TO CLEAN, CRUSHED STONE (NO. 57 STONE, ASTM C33) OR WELL-GRADED COMPACTED SAND AND LIMESTONE. THE 12" SUBBASE MATERIAL SHALL BE STABILIZED SUBGRADE MATERIAL HAVING A MINIMUM LBR 40 AND COMPACTED TO 95% MAXIMUM DRY DENSITY REFERENCED TO ASTM D1557. THE BASE AND SUBBASE SHALL BE PROVIDED BY THE BUILDING CONTRACTOR IN JOINT PROJECTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ACCURATE MEASUREMENTSFOR ALL CUT AND FILL DEPTHS REQUIRED. ANY PROPOSED EQUIVALENT ALTERNATIVE BASE OR SUBBASE MATERIAL MUST BE SUBMITTED FOR APPROVAL WITHIN 30 DAYS AFTER AWARD OF CONTRACT. ANY EQUIVALENT ALTERNATIVE SHALL ONLY BE USED IF APPROVED IN WRITING BY THE CEC AND AOR.

EXISTING FOUNDATIONS, SLABS, PAVEMENTS, AND BELOW-GRADE STRUCTURES SHALL BE REMOVED FROM THE BUILDING AREA. REMOVE SURFACE VEGETATION, TOPSOIL, ROOT SYSTEMS, ORGANIC MATERIAL, EXISTING FILL, AND SOFT OR OTHERWISE UNSUITABLE MATERIAL FROM THE BUILDING AREA. PROOFROLL EXPOSED SUBGRADE. REMOVE AND REPLACE UNSUITABLE AREAS WITH SUITABLE MATERIAL. SUBGRADE MATERIAL (FILL OR NATIVE) SHALL BE GRANULAR WITH LESS THAN 15% FINES AND FREE OF ORGANIC AND OTHER DELETERIOUS MATERIALS AND SHALL MEET THE FOLLOWING REQUIREMENTS:

LOCATION WITH RESPECT TO FINAL GRADE	P.I.	L.L.
BUILDING AREA, BELOW UPPER 4 FEET	<12 MAX.>	<40 MAX.>
BUILDING AREA, UPPER 4 FEET	<10 MAX.>	<20 MAX.>

SUBGRADE MATERIAL SHALL BE PLACEDIN LOOSE LIFTS NOT EXCEEDING 12 INCHES IN THICKNESS AND COMPACTED TO AT LEAST 95 PERCENT OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D1557) AT A MOISTURE CONTENT WITHIN 3 PERCENT BELOW TO 3 PERCENT ABOVE THE OPTIMUM.

THE FOUNDATION SYSTEM SHALL BE ISOLATED SPREAD FOOTINGS AT COLUMNS AND CONTINUOUS SPREAD FOOTINGS AT WALLS.

THIS FOUNDATION SUBSURFACE PREPARATION DOES NOT CONSTITUTE A COMPLETE SITE WORK SPECIFICATION. IN CASE OF CONFLICT, INFORMATION COVERED IN THIS PREPARATION SHALL TAKE PRECEDENCE OVER THE WAL-MART SPECIFICATIONS. REFER TO THE SPECIFICATIONS FOR SPECIFIC INFORMATION NOT COVERED IN THIS PREPARATION. THIS INFORMATION WAS TAKEN FROM A GEOTECHNICAL REPORT PREPARED BY LANGAN ENGINEERING AND ENVIRONMENTAL, DATED 13 SEPTEMBER 2024 (GEOTECHNICAL REPORT IS FOR INFORMATION ONLY AND IS NOT A CONSTRUCTION SPECIFICATION).

GRADING NOTES

1. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION OF EXISTING STRUCTURES INCLUDING REMOVAL OF ANY EXISTING UTILITIES SERVING THE STRUCTURE. UTILITIES ARE TO BE REMOVED TO THE RIGHT-OF-WAY.
2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
3. ALL CUT OR FILL SLOPES SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE NOTED.
4. PRECAST STRUCTURES MAY BE USED AT CONTRACTORS OPTION.
5. STORM PIPE SHALL BE AS FOLLOWS UNLESS OTHERWISE NOTED: (SEE MASTER SITE SPECIFICATIONS SECTION 02630 FOR ALLOWED MATERIALS. CEC TO LIST SPECIFIC PIPE MATERIALS ON THIS PLAN IF REQUIRED.)
6. EXISTING PIPES TO BE CLEANED OUT TO REMOVE ALL SILT AND DEBRIS.
7. EXISTING GRADE CONTOUR INTERVALS SHOWN AT 1 FOOT.
8. PROPOSED GRADE CONTOUR INTERVALS SHOWN AT 1 FOOT INTERVALS.
9. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
10. ALL STORM PIPE ENTERING STRUCTURES SHALL BE GROUTED TO ASSURE CONNECTION AT STRUCTURE IS WATERTIGHT.
11. ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH PAVEMENT, AND SHALL HAVE TRAFFIC BEARING RING & COVERS. MANHOLES IN UNPAVED AREAS SHALL BE 6" ABOVE FINISH GRADE. LIDS SHALL BE LABELLED "STORM SEWER".
12. THE CONTRACTOR SHALL ADHERE TO ALL TERMS & CONDITIONS AS OUTLINED IN THE EPA OR APPLICABLE STATE GENERAL N.P.D.E.S. PERMIT FOR STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES AND THE WAL-MART SPECIAL CONDITIONS, SECTION 8: ENVIRONMENTAL COMPLIANCE AND STORM WATER POLLUTION PREVENTION. THIS APPLIES TO WAL-MART BUILT PROJECTS ONLY.
13. CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.
14. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS.
15. TOPOGRAPHIC INFORMATION IS TAKEN FROM A TOPOGRAPHIC SURVEY BY LAND SURVEYORS. IF THE CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION, THEN THE CONTRACTOR SHALL SUPPLY, AT THEIR EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR TO THE OWNER FOR REVIEW.
16. ALL UNSURFACED AREAS DISTURBED BY GRADING OPERATION SHALL RECEIVE 4 INCHES OF TOPSOIL. CONTRACTOR SHALL APPLY STABILIZATION FABRIC TO ALL SLOPES 3H:1V OR STEEPER. CONTRACTOR SHALL STABILIZE DISTURBED AREAS IN ACCORDANCE WITH GOVERNING SPECIFICATIONS UNTIL A HEALTHY STAND OF VEGETATION IS OBTAINED.
17. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME.
18. ALL STORM STRUCTURES SHALL HAVE A SMOOTH UNIFORM POURED MORTAR INVERT FROM INVERT IN TO INVERT OUT.

ALERT TO CONTRACTOR:

ALL W/M GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS. OUTLOT AREA TO BE KEPT FREE OF JOB TRAILERS AND STORAGE AFTER THE CONTRACT MILESTONE DATE FOR THE OUTLOT. W/M GENERAL CONTRACTOR TO PROVIDE CLEAR ACCESS FOR OUTLOT CONTRACTOR TO THE SPECIFIC PARCEL AT ALL TIMES AFTER MILESTONE DATE. PURCHASER OF OUTLOT TO PROVIDE PERMIT DOCUMENTS AND SWPPP REQUIRED BY STATE/LOCAL REQUIREMENTS FOR SPECIFIC OUTLOT.

DEWATERING NOTE:

WHEN PERFORMING GRADING OPERATIONS DURING PERIODS OF WET WEATHER, PROVIDE ADEQUATE DEWATERING, DRAINAGE AND GROUND WATER MANAGEMENT TO CONTROL MOISTURE OF SOILS.

REFER TO MASTER SITE SPECIFICATIONS.

CONTRACTOR SHALL CONTACT 811 FOR LOCATION OF ALL UTILITIES, AT LEAST 72 HOURS PRIOR TO BEGINNING CONSTRUCTION

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

READY FOR DECISION

Planning & Zoning Division

November 13, 2026

Project #: 2025.09.5739

CITY OF BOYNTON BEACH

DEVELOPER/OWNER:
WALMART INC.
c/o WALMART PROPERTY TAX DEPARTMENT
PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC

GRADING & DRAINAGE PLAN

REVISIONS	BY
05-25-2026 PER RA	1

LANGAN

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FBPE Register No. 00006466 | LB 3179 | AA 26001119

Project No. 342044901

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

DRAWN: BH
CHECKED: AR
DATE: 26 AUGUST 2026
SCALE: AS NOTED
JOB No. 342044901
SHEET: C-2

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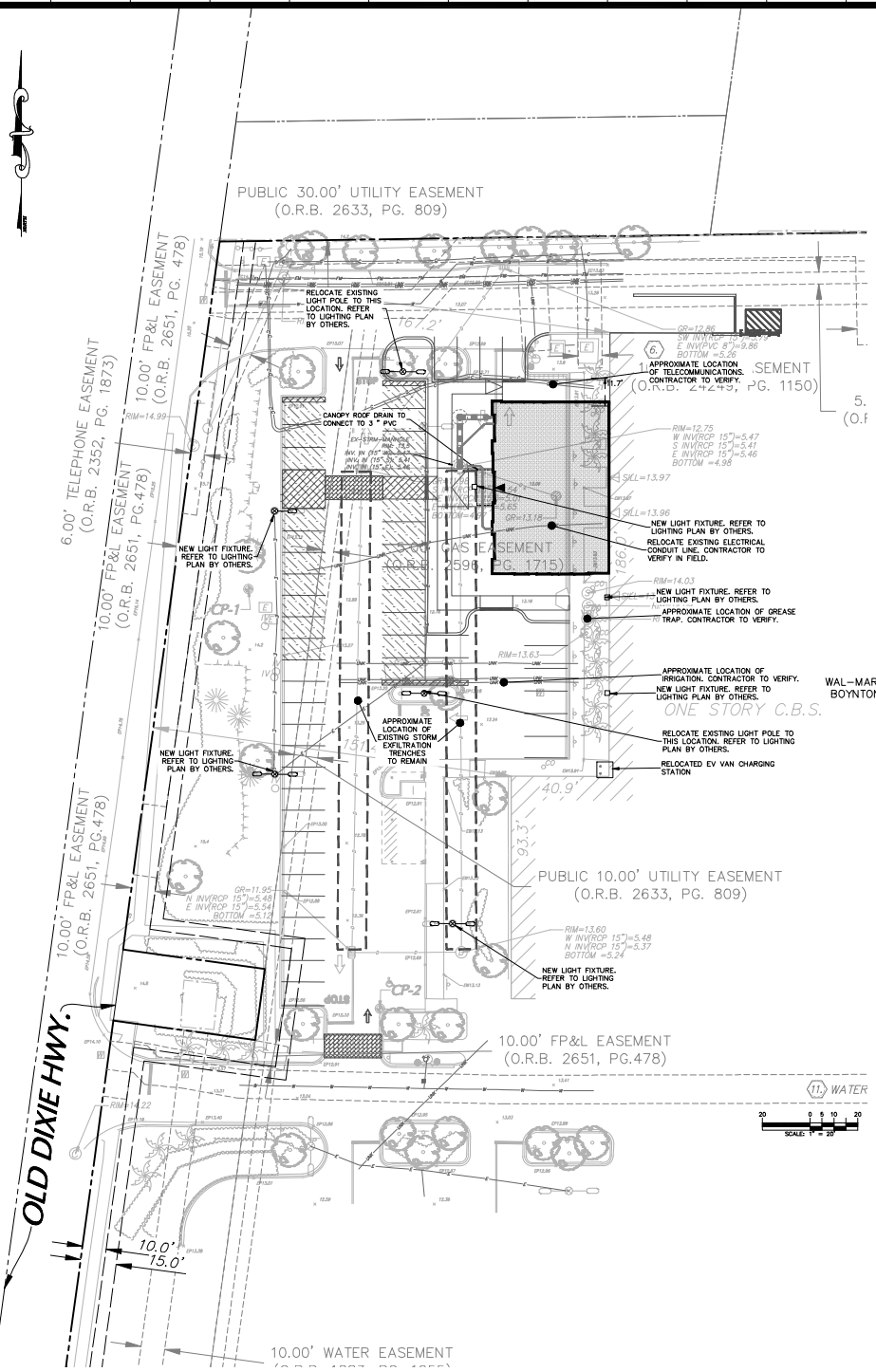

LEGEND - PROPOSED

- W — WATER MAIN
- E — UNDERGROUND ELECTRICAL POWER LINE
- C — UNDERGROUND COMMUNICATIONS LINE
- SAN — SANITARY SEWER LINE
- STORM DRAIN
- CLEAN-OUT

UTILITY NOTES

1. CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING UTILITY DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. SEE SPECIFICATIONS FOR BACKFILLING AND COMPACTION REQUIREMENTS ON UTILITY TRENCHES.
3. ALL FILL MATERIAL IS TO BE IN PLACE, AND COMPACTED BEFORE INSTALLATION OF PROPOSED UTILITIES.
4. CONTRACTOR SHALL NOTIFY THE UTILITY AUTHORITIES INSPECTORS 72 HOURS BEFORE CONNECTING TO ANY EXISTING LINE.
5. ALL WATER JOINTS ARE TO BE MECHANICAL JOINTS WITH THRUST BLOCKING AS CALLED OUT IN SPECIFICATIONS.
6. ALL UTILITIES SHOULD BE KEPT TEN (10') APART (PARALLEL) OR WHEN CROSSING (IF VERTICAL CLEARANCE (OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE.)
7. CONTRACTOR SHALL GROUT AROUND ALL PIPE ENTRANCES TO SANITARY SEWER MANHOLES WITH NON-SHRINKING GROUT TO ASSURE CONNECTION IS WATER TIGHT.
8. IN THE EVENT OF A VERTICAL CONFLICT BETWEEN WATER LINES, SANITARY LINES, STORM LINES AND GAS LINES (EXISTING AND PROPOSED), THE SANITARY LINE SHALL BE DUCTILE IRON PIPE WITH MECHANICAL JOINTS AT LEAST 10 FEET (IN BOTH SIDES OF CROSSING) THE WATER LINE SHALL HAVE MECHANICAL JOINTS WITH APPROPRIATE THRUST BLOCKING AS REQUIRED TO PROVIDE A MINIMUM OF 18" CLEARANCE, MEETING REQUIREMENTS OF ANSI A21.10 OR ANSI 21.8 (AWWA C-150) (CLASS 50).
9. LINES UNDERGROUND SHALL BE INSTALLED, INSPECTED AND APPROVED BEFORE BACKFILLING.
10. TOPS OF EXISTING MANHOLES SHALL BE RAISED AS NECESSARY TO BE FLUSH WITH PROPOSED PAVEMENT ELEVATIONS WITH WATER TIGHT LIDS.
11. ALL CONCRETE FOR ENCASEMENTS SHALL HAVE A MINIMUM 28 DAY COMPRESSION STRENGTH AT 3000 P.S.I.
12. DRAWINGS DO NOT PURPORT TO SHOW ALL EXISTING UTILITIES.
13. EXISTING UTILITIES SHALL BE VERIFIED IN FIELD PRIOR TO INSTALLATION OF ANY NEW LINES.
14. REFER TO ARCHITECTURAL PLANS FOR TIE-IN OF ALL UTILITIES.
15. CONTRACTOR IS RESPONSIBLE FOR COMPLYING TO THE SPECIFICATIONS OF THE LOCAL AUTHORITIES (ANY CITY) WITH REGARDS TO MATERIALS AND INSTALLATION OF THE WATER AND SEWER LINES.
16. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
17. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICE.
18. CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION REQUIREMENTS AND SPECIFICATIONS.
19. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS AND SPECIFICATIONS FOR ACTUAL LOCATION OF ALL UTILITY ENTRANCES TO INCLUDE: SANITARY SEWER LATERALS, DOMESTIC AND FIRE PROTECTION WATER SERVICE, ELECTRICAL, TELEPHONE, AND GAS SERVICE. CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES, IN SUCH A MANNER AS TO AVOID CONFLICTS AND ASSURE PROPER DEPTHS ARE ACHIEVED AS WELL AS COORDINATING WITH CITY UTILITY REQUIREMENTS AS TO LOCATION AND SCHEDULING FOR TIE-INS/CONNECTIONS PRIOR TO CONNECTING TO EXISTING UTILITIES.
20. THE CONTRACTOR SHALL CONDUCT ALL REQUIRED TESTS TO THE SATISFACTION OF THE RESPECTIVE UTILITY COMPANIES AND THE OWNER'S INSPECTING AUTHORITIES.
21. CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST STANDARDS OF OSHA DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR SHALL USE SUPPORT SYSTEMS, SLOPING, BENCHING, AND OTHER MEANS OF PROTECTION. THIS TO INCLUDE BUT NOT LIMITED FOR ACCESS AND EGRESS FROM ALL EXCAVATION AND TRENCHING. CONTRACTOR IS RESPONSIBLE TO COMPLY WITH PERFORMANCE CRITERIA FOR OSHA.
22. THE INSTALLATION OR REPAIR OF ANY UNDERGROUND FACILITIES OR PIPING WHICH CONNECTS TO OR FURNISHES WATER FOR THE FIRE PROTECTION SPRINKLER SYSTEM SHALL BE PERFORMED ONLY BY A LICENSED UTILITY CONTRACTOR, FIRE PROTECTION SPRINKLER CONTRACTOR, OR LICENSED PLUMBER. SEE O.C.G.A. TITLE 25-11-7-A). A COPY OF THE LICENSE OR CERTIFICATE OF COMPETENCY SHALL BE PROVIDED TO THE INSPECTOR AT THE FINAL INSPECTION.
23. UTILITY WORK TO BE DONE IN FRONT OF STORE TO BE COORDINATED WITH CONSTRUCTION MANAGER. FRONT UTILITY WORK WILL BE DONE AT NIGHT IF NOT LOCATED BEHIND CONSTRUCTION FENCE.
24. CONTRACTOR TO RELOCATE LIGHT POLE AND REPLACE LUMINAIRES AS INDICATED. CONTRACTOR TO BUILD NEW POLE BASE AND STUB WIRE AS NEEDED.
25. REFER TO BUILDING PLANS FOR SITE LIGHTING ELECTRICAL PLAN.

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

READY FOR DECISION

Planning & Zoning Division

November 12, 2026

Project #: 2025.09.5739

CITY OF BOYNTON BEACH

DEVELOPER/OWNER:
WALMART INC.
c/o WALMART PROPERTY TAX DEPARTMENT
PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC

ALERT TO CONTRACTOR:

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UTILITY PLAN

REVISIONS	BY
07-24-2026 CITY OF BOYNTON BEACH COMMENTS	1
10-16-2026 CITY OF BOYNTON BEACH COMMENTS	2

LANGAN

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Orlando, FL 32827
T: 407.974.2900 F: 407.974.2901 www.langan.com
FBPE Register No. 00000401/LB3172 LB-3172

Signature Date
JOSEPH A. TARRUTO, JR.
PROFESSIONAL ENGINEER FL Lic. No. 63969

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

Project No. 342044901

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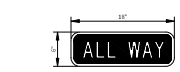
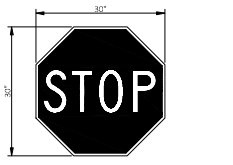


"ALL WAY" PLAQUE
N.T.S.



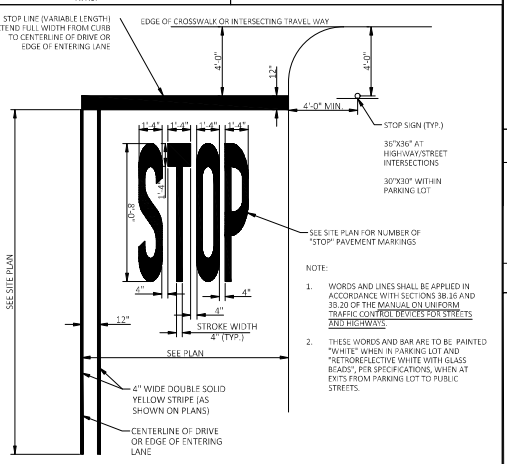
30"X30" "STOP" SIGN WITHIN PARKING LOT
N.T.S.



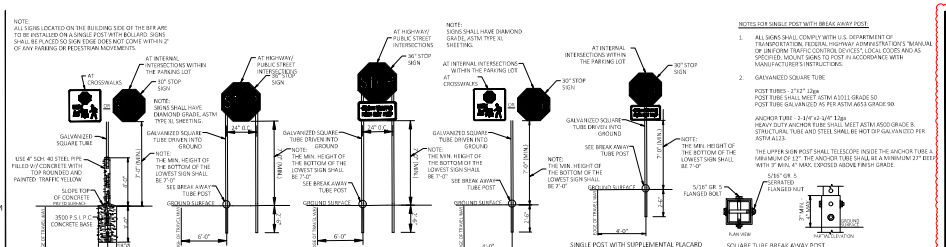
OPEN ARROW PAVEMENT MARKINGS (MODIFIED)
N.T.S.



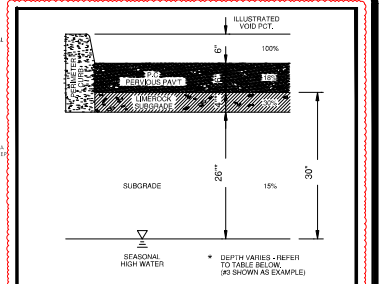
"STOP HERE FOR PEDESTRIANS" SIGN
N.T.S.



STOP PAVEMENT MARKINGS - STREETS AND ROADS
N.T.S.



SIGN MOUNTING AND BASE



DESIGN BASE VS. SUBBASE THICKNESS (TYPICAL EXAMPLE)

NO.	P.C. PERVIOUS PVMT. (IN INCHES)	LIMESTONE BASE (IN INCHES)	SUBGRADE (IN INCHES)
1	6	0	30
2	6	2	28
3	6	4	26
4	6	6	24
5	6	8	22
6	6	10	20

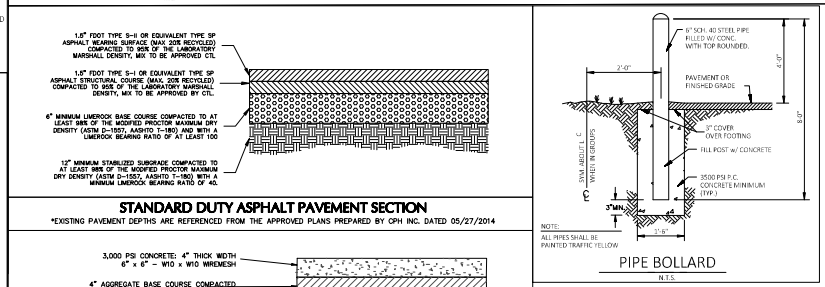
BOYNTON BEACH ENGINEERING STANDARD DETAIL

PORTLAND CEMENT PERVIOUS PAVEMENT LAYER DESIGN SECTION

EFF. DATE 0020

STD. DET. NO. K-10

2

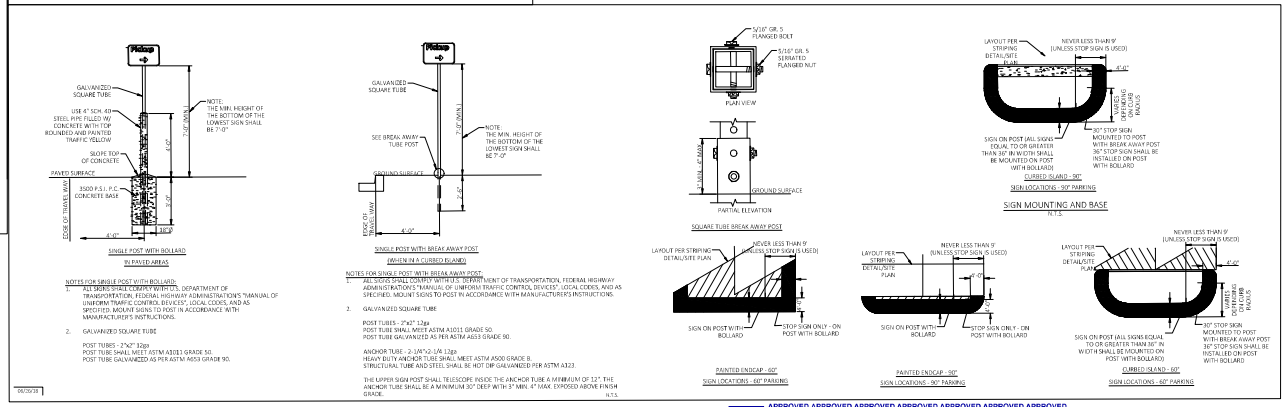


STANDARD DUTY ASPHALT PAVEMENT SECTION

*EXISTING PAVEMENT DEPTHS ARE REFERENCED FROM THE APPROVED PLANS PREPARED BY CPH INC. DATED 05/27/2014

CONCRETE SIDEWALK SECTION

PIPE BOLLARD
N.T.S.



SINGLE POST WITH BOLLARD IN PAVED AREAS

SINGLE POST WITH BREAK AWAY POST IN A CURBED ISLAND

SQUARE TUBE BREAK AWAY POST

PAINTED ENDCAP - 60° SIGN LOCATIONS - 60° PARKING

PAINTED ENDCAP - 90° SIGN LOCATIONS - 90° PARKING

CURBED ISLAND - 90° SIGN LOCATIONS - 90° PARKING

CURBED ISLAND - 60° SIGN LOCATIONS - 60° PARKING

SIGN MOUNTING AND BASE
N.T.S.

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

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SITE PLAN DETAILS

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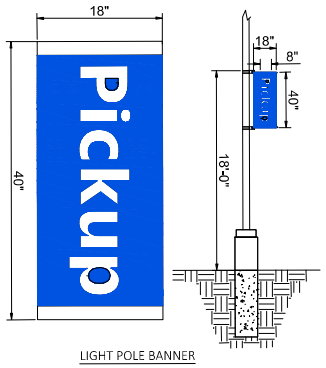
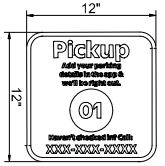
Date: 10/9/2026 Time: 12:55 User: nlerchenm Style Table: Langan.stb Layout: D-1 Document Code: 342044901-ENSD-CS500-SC101



LIGHT POLE BANNER

N.T.S.



STALL DESIGNATION SIGN

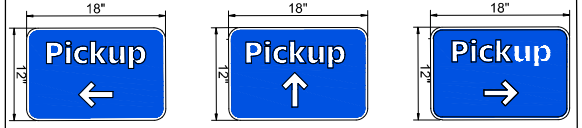
N.T.S.

True Blue
PMS 2728 C
#0053E2
CMYK: 98, 75, 1, 0
RGB 0 83 226



LOGO SIGN

N.T.S.



"DIRECTIONAL SIGNS" (LEFT, STRAIGHT, RIGHT)

N.T.S.

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

READY FOR DECISION

Planning & Zoning Division

November 12, 2026

Project #: 2025.09.5739

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED



HOURS OF OPERATION SIGN

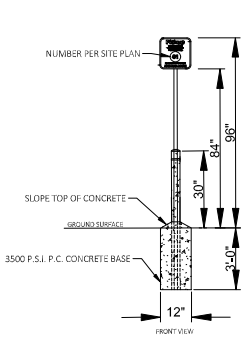
N.T.S.

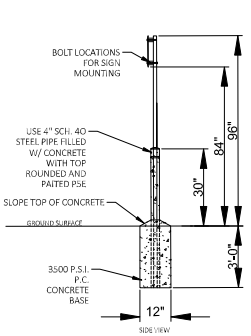
DEVELOPER/OWNER:
WALMART INC.
c/o WALMART PROPERTY TAX DEPARTMENT
PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

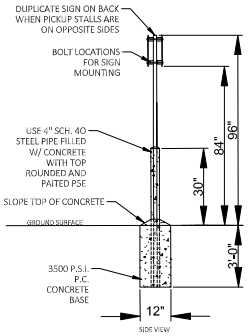
SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC



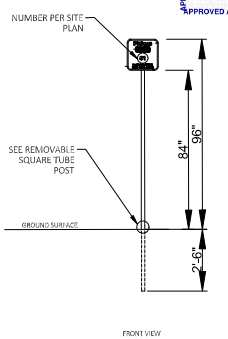


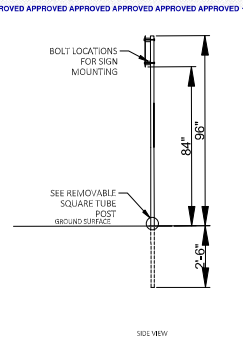


TYPICAL PARKING SIGNAGE IN PAVED AREAS

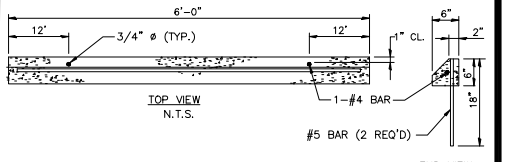
PARKING SIGN MOUNTING AND BASE

N.T.S.





TYPICAL PARKING SIGNAGE IN LANDSCAPED AREAS



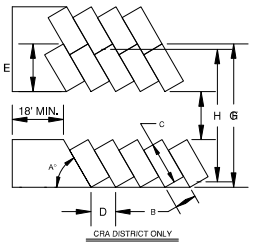
2 CONCRETE WHEEL STOP

FOR ALL STALLS				
A	B	C	D	E
0°	9'-0"	25'-0"	25'-0"	9'-0"
45°	9'-0"	18'-0"	12'-9"	19'-1"
60°	9'-0"	18'-0"	10'-5"	20'-1"
75°	9'-0"	18'-0"	9'-4"	19'-9"
90°	9'-0"	18'-0"	9'-0"	18'-0"

LEGEND	
A	ANGLE
B	STALL WIDTH
C	STALL LENGTH
D	CURB LENGTH
E	STALL DEPTH
F	AISLE WIDTH
G	WALL TO WALL WIDTH
H	INTERLOCK TO INTERLOCK WIDTH

FOR ALL OTHER DIMENSIONS									
STALLS ON BOTH SIDES						STALLS ON ONE SIDE ONLY			
ONE WAY TRAFFIC			TWO WAY TRAFFIC			ONE WAY TRAFFIC		TWO WAY TRAFFIC	
A	F	G	H	F	G	H	F	G	H
0°	12'-0"	30'-0"	30'-0"	24'-0"	42'-0"	42'-0"	12'-0"	21'-0"	21'-0"	24'-0"	33'-0"	33'-0"
45°	20'-0"	58'-2"	51'-10"	24'-0"	62'-2"	55'-10"	20'-0"	39'-1"	32'-9"	24'-0"	43'-1"	36'-9"
60°	22'-0"	62'-2"	57'-8"	24'-0"	64'-2"	59'-8"	22'-0"	42'-1"	37'-7"	24'-0"	44'-1"	39'-7"
75°	24'-0"	63'-5"	61'-1"	24'-0"	63'-5"	61'-1"	24'-0"	43'-9"	41'-5"	24'-0"	43'-9"	41'-5"
90°	24'-0"	60'-0"	60'-0"	24'-0"	60'-0"	60'-0"	24'-0"	42'-0"	42'-0"	24'-0"	42'-0"	42'-0"

NOTE: ALL DIMENSIONS ARE MINIMUM.



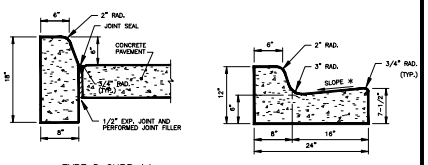
CRA DISTRICT ONLY

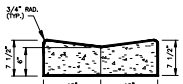
BOYNTON BEACH ENGINEERING STANDARD DETAIL

PARKING STALL & AISLE DIMENSIONS (CRA ONLY)

EFF. DATE 02/20

DETAIL NO. K-2





2' VALLEY GUTTER - SYMMETRICAL

NOTES:
*1. WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE PAVEMENT SIDE GUTTER SHALL BE 6". USE 2500 PSI CONCRETE STRENGTH.
**2. FOR USE ADJACENT TO CONCRETE OF FLEXIBLE PAVEMENT, CONCRETE SHOWN. EXPANSION JOINT, PREFORMED JOINT FILLER AND JOINT SEAL ARE REQUIRED BETWEEN CURBS AND CONCRETE PAVEMENT ONLY.
3. GUTTERS SHALL HAVE 4" MIN BASE ROCK SUPPORT W/12" SUBGRADE (SEE DETAIL P-3)

BOYNTON BEACH ENGINEERING STANDARD DETAIL

CURB & GUTTER

EFF. DATE 02/20

DETAIL NO. P-7

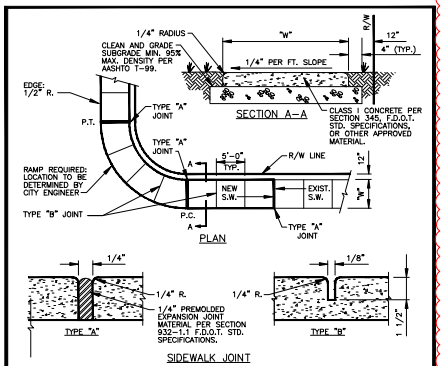


TABLE OF SIDEWALK THICKNESS - "T"	
RESIDENTIAL AREAS	4"
WITHIN 16' OF CROSS-STREETS AT DRIVEWAYS & OTHER AREAS	6"

TABLE OF SIDEWALK WIDTHS - "W"	
SINGLE-FAMILY AREAS	4' *
MULTI-FAMILY AREAS	5'
OTHER AREAS AS SPECIFIED BY THE LAND DEVELOPMENT REGULATIONS.	

* MINIMUM.

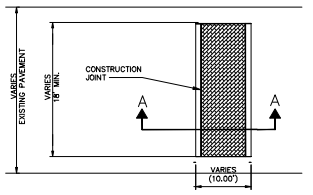
TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
"A"	P.C. AND P.T. OF CURVES, JUNCTION OF EXISTING & NEW SIDEWALKS & EVERY 30'.
"B"	5'-0" CENTER TO CENTER ON SIDEWALKS SCORED DURING PLACEMENT OR SAWCUT WITHIN 24 HOURS OF PLACEMENT
"A"	WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS, AND SIMILAR STRUCTURES

BOYNTON BEACH ENGINEERING STANDARD DETAIL

SIDEWALK CONSTRUCTION DETAIL

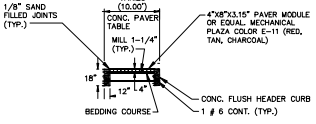
EFF. DATE 02/20

DETAIL NO. P-16



PLAN VIEW

SCALE : 1" = 10'



SECTION 'A-A'

SCALE HOR.: 1" = 10'
SCALE VER.: 1" = 5'

PAVER MODULE

SITE PLAN DETAILS

REVISIONS	BY
07-27-2026 CITY OF BOYNTON BEACH COMMENTS	1
09-29-2026 PER STAMS REVIEW & COORDINATION	2

LANGAN

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13485 Veterans Way, Suite 120
Orlando, FL 32827
T: 407.974.2900 F: 407.974.2901 www.langan.com
FBPE Register No. 00006466 | LB 8119

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

Project No. 342044901

DRAWN BH
CHECKED AR
DATE 26 AUGUST 2026
SCALE AS NOTED
JOB No. 342044901
SHEET D-2

© 2026 Langan

SITE DEMOLITION SPECIFICATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Demolition of structures, paving, and utilities.
2. Patching and filling voids created as a result of removals or demolition.

1.2 REGULATORY REQUIREMENTS

A. Compliance with all laws, including Safety Laws, Environmental Laws, Stormwater Laws and Worker Verification Laws as well as requirements found within the Contract Documents and these Specifications, that pertain to Safety Compliance, Environmental Compliance, Stormwater Compliance and Worker Verification Compliance. Obtain required permits and licenses from appropriate authorities. Pay associated fees including disposal charges.
B. Notify affected utility companies before starting work and comply with their requirements.
C. Do not close or obstruct public or private roadways, sidewalks, or fire hydrants without appropriate permits or written authorization.
D. If hazardous, contaminated materials or other environmental related conditions are discovered, stop work immediately and notify the Wal-Mart Construction Manager for action to be taken. Do not resume work until specifically authorized by the Construction Manager.

1.3 PROJECT CONDITIONS

A. Conditions existing at time of inspection for bidding purposes will be maintained by Owner as reasonably practical.
B. Unless otherwise indicated in Contract Documents or specified by the Owner, items of salvageable value to Contractor shall be removed from site and structures. Storage or sale of removed items on site will not be permitted and shall not interfere with other work specified.

PART 2 - PRODUCTS

2.1 FILL MATERIALS

A. Fill material shall be aggregate fill materials consisting of stone, gravel, or sand free from debris, trash, frozen materials, roots, and other organic matter.

2.2 CONCRETE

A. Mix concrete and deliver in accordance with ASTM C 94.
B. Design mix to produce normal weight concrete consisting of Portland cement, aggregate, water_reducing admixture, air_entraining admixture, and water to produce following:
1. Compressive Strength: 3,500 psi, minimum at 28 days, unless otherwise indicated on the Drawings.
2. Slump Range: 1 to 3-inches at time of placement
3. Air Entrainment: 5 to 8 percent

PART 3 - EXECUTION

3.1 PREPARATION

A. Provide, erect, and maintain erosion control devices, temporary barriers, and security devices at locations indicated on Construction Drawings. Provide a comprehensive construction phasing plan for this work to the store manager 7 days prior to starting any work. It is to provide for dates, times and duration of lane closures, temporary vehicle and pedestrian traffic control.
B. Protect existing landscaping materials, appurtenances, and structures, which are not to be demolished. Repair damage to existing items to remain caused by demolition operations.
C. Prevent movement or settlement of adjacent structures. Provide bracing and shoring as necessary.
D. Mark location of utilities. Protect and maintain in safe and operable condition utilities that are to remain. Prevent interruption of existing utility service to occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities as acceptable to governing authorities and Owner.
E. For work on operating Walmart sites, prior to any underground excavation, contractor is expected to obtain current and representative underground utility plans from Walmart for private utilities that are not located by others. This is specifically intended to provide approximate locations for Walmart private utilities including water, sewer, electrical, telephone and data services.
F. Notify adjacent property owners of work that may affect their property, potential noise, utility outages, or other disruptions. Obtain written permission from adjacent property owners when demolition equipment will traverse, infringe upon, or limit access to their property. Coordinate notice with Owner.

3.2 GENERAL DEMOLITION REQUIREMENTS

A. Conduct demolition to minimize interference with adjacent structures or pavements to remain.
B. Cease operations immediately if adjacent structures appear to be in danger. Notify authority having jurisdiction. Do not resume operations until directed by authority.
C. Conduct operations with minimum of interference to public or private access. Maintain ingress and egress at all times other than in specific areas where work is in progress.
D. Sprinkle work with water to minimize dust. Provide hoses and water connections for this purpose.
E. Comply with governing regulations pertaining to environmental protection.
F. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to condition existing prior to start of work.

3.3 DEMOLITION

A. Demolish site improvements designated to be removed as shown on the drawings. Site improvements shall include but not be limited to structures, foundations, pavements, curbs and gutters, drainage structures, utilities, signage or landscaping.
B. Disconnect and cap or remove utilities to be abandoned as shown on the drawings.
C. Fill or remove piping and appurtenances as shown.
D. Demolish concrete and masonry in small sections. Break up concrete slabs_on_grade that are 2-feet or more below proposed subgrade to permit moisture drainage. Remove slabs-on-grade and below grade construction within 2-feet of proposed subgrade.

3.4 PATCHING

A. Where improvements are removed from paved areas, pavements shall be sawcut in straight lines at the perimeter and patched. Damaged pavement adjacent to removed improvements shall also be removed and patched.
B. Pavement patches shall be paved with minimum 6" concrete, broom finished and flush with adjacent grades.

3.5 FILLING VOIDS

A. Completely fill below grade areas and voids resulting from demolition or removal of structures, etc., using aggregate fill materials consisting of stone, gravel, or sand free from debris, trash, frozen materials, roots, and other organic matter.
B. Areas to be filled shall be free of standing water, frost, frozen or unsuitable material, trash, and debris prior to fill placement.
C. Place fill materials in lifts not to exceed 6 inches loose measure and compacted to 95 percent of maximum laboratory density per ASTM D698 with moisture content of not less than 1 percent below and not more than 3 percent above optimum moisture content.
D. Grade surface to match adjacent grades and to provide flow of surface drainage after fill placement and compaction.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove from site debris, rubbish, and other materials resulting from demolition operations. Leave areas of work in clean condition.
B. No burning of any material, debris, or trash on_site or off_site will be allowed.
C. Transport materials removed from demolished structures with appropriate vehicles and dispose off-site to areas that are approved for disposal by governing authorities and appropriate property owners.

END OF SECTION

PAVEMENT MARKINGS SPECIFICATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Painting and marking of pavements, curbs, and guard posts (bollards)..

1.2 REFERENCES

A. The publications listed below form a part of this specification to the extent referenced. Publications are referenced within the text by the basic designation only.
B. American Association of State Highway and Transportation (AASHTO):
1. AASHTO M247 - Glass Beads Used in Traffic Paints
2. AASHTO M248 - Ready-Mixed White and Yellow Traffic Paints
C. Master Painter's Institute (MPI):
1. MPI 32 - Traffic Marking Paint, Solvent Based.
2. MPI 97 - Traffic Marking Paint, Latex.
D. ASTM International (ASTM):
1. ASTM D4414 - Standard Practice for Measurement of Wet Film Thickness by Notched Gauges.
E. Federal Specifications (FS):
1. FS A-A-2886 - Paint, Traffic, Solvent Based (supersedes FS TT-P-85 and FS TT-P-115, Type I)
2. FS TT-B-1325 - Beads (Glass Spheres) Retro-Reflective
3. FS TT-P-1952 - Paint, Traffic And Airfield Marking, Waterborne

1.3 PROJECT CONDITIONS

A. Maintain access for vehicular and pedestrian traffic as required for other construction activities. Utilize flagmen, barricades, warning signs, and warning lights as required.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Paint shall be waterborne or solvent borne, colors as shown or specified herein. Pavement marking paints shall comply with applicable state and local laws enacted to ensure compliance with Federal Clean Air Standards. Paint materials shall conform to the restrictions of the local Air Pollution Control District.
B. Waterborne Paint: Paints shall conform to FS TT-P-1952 and have MPI 97 approval.
C. Solvent Borne Paint: Paint shall conform to FS A-A-2886 or AASHTO M248 and have MPI 32 approval. Paint shall be non_bleeding, quick_drying, and alkyd petroleum base paint suitable for traffic_bearing surface and be mixed in accordance with manufacturer's instructions before application for colors White, Yellow, Blue, and Red.
D. Glass Beads: AASHTO M 247, Type I or FS TT-B-1325, Type I, Gradation A.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine the work area and correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

3.2 PREPARATION

A. Sweep and clean surface to eliminate loose material and dust.
B. Where existing pavement markings are indicated on Construction Drawings to be removed or would interfere with adhesion of new paint, a motorized abrasive device or soda blasting shall be used to remove the markings. Equipment employed shall not damage existing paving or create surfaces hazardous to vehicle or pedestrian traffic.

3.3 CLEANING EXISTING PAVEMENT MARKINGS

A. Remove existing pavement markings which are in good condition but interfere or conflict with the newly applied marking patterns and as noted on plans. Deteriorated or obscured markings that are not misleading or confusing or do not interfere with the adhesion of the new marking material do not require removal. Conduct grinding, soda blasting or other operations in such a manner that the finished pavement surface is not damaged or left in a pattern that is misleading or confusing. Use dust collection system when removing existing pavement markings. Comply with the requirements of Section 01351 Regulatory Compliance Supplement for management and disposal of hazardous wastes.

3.4 APPLICATION

A. Apply two coats of same color of paint as specified below, at manufacturer's recommended rate, without addition of thinner, with maximum of 100 square feet per gallon or as required to provide a minimum wet film thickness of 15 mils and dry film thickness of 7 ½ mils per coat. Paint shall be applied for a total dry film thickness of 15 mils. Apply with mechanical equipment to produce uniform straight edges. At sidewalk curbs and crosswalks, use straightedge to ensure uniform, clean, and straight stripe.
B. Install pavement markings according to manufacturer's recommended procedures for the specified material.
C. Following items shall be painted with colors noted below:
1.
2. Exterior Sidewalk Curbs and Guard posts: Yellow
3. Exterior Light Pole Bases: Yellow (unless otherwise noted on Construction Detail).
4. Fire Lanes: Red or per local code.
5. Lane Striping where separating traffic moving in opposite directions: Yellow.
6. Lane Striping where separating traffic moving in the same direction: White.
7. ADA Symbols: Blue or per local code.
8. ADA parking space markings as shown on the drawings.
9. Parking Stall Striping: Yellow, unless otherwise noted on Construction Drawings.
10. Associate Parking Area: White, unless otherwise noted on Construction Drawings.
D. Apply glass beads at pedestrian crosswalk striping and at lane striping and arrows at driveways connecting to public streets. Broadcast glass beads uniformly into wet markings at a rate of 6 lb/gal.

3.5 FIELD QUALITY CONTROL

A. Field quality control shall be the responsibility of the Contractor. Field quality control testing and inspection shall be at the discretion of the Contractor as necessary to assure compliance with Contract requirements.

3.6 CLEANING

A. Waste materials shall be removed at the end of each workday. Upon completion of the work, all containers and debris shall be removed from the site. Paint spots upon adjacent surfaces shall be carefully removed by approved procedures that will not damage the surfaces and the entire job left clean and acceptable.

END OF SECTION

TRAFFIC SIGNS AND SIGNALS SPECIFICATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Traffic control signs.
B. Related Requirements:
1. Section 09900 - Painting. Painting for painted posts where shown on the Drawings.

1.2 REFERENCES

A. The publications listed below form a part of this specification to the extent referenced. Publications are referenced within the text by the basic designation only.
B. ASTM International (ASTM):
1. ASTM A53 - Pipe, Steel, Black and Hot_Dipped, Zinc_Coated Welded and Seamless.
2. ASTM C94 - Ready Mix Concrete
3. ASTM D4956 - Retroreflective Sheeting for Traffic Control.
C. US Department of Transportation, Federal Highway Administration:
1. Manual on Uniform Traffic Control Devices (MUTCD).

PART 2 - PRODUCTS

2.1 SIGNS

A. Conform to US Department of Transportation MUTCD. Sign classification, type, size, and color shall be as shown on the drawings
B. Retroreflectivity: Microprismatic type, diamond grade reflective sheeting conforming to ASTM D 4956, Type XI.

2.2 POSTS

A. Square Post: Square tubular steel sign post, galvanized, 12 ga, perforated full-length with 7/16 inch holes on four sides. Post size shall be as shown on the Drawings.
B. Steel Pipe: ASTM A 53, Type E (electric-resistance welded) or Type S (seamless), Grade B, Schedule 40, size as shown on the Drawings.

2.3 CONCRETE

A. Mix concrete and deliver in accordance with ASTM C 94.
B. Design mix to produce normal weight concrete consisting of Portland cement, aggregate, water_reducing admixture, air_entraining admixture, and water to produce following:
1. Compressive Strength: 3,500 psi, minimum at 28 days, unless otherwise indicated on the Drawings.
2. Slump Range: 1 to 3-inches at time of placement
3. Air Entrainment: 5 to 8 percent

PART 3 - EXECUTION

3.1 PREPARATION

A. Field verify underground utilities prior to sign installation. Primary utilities of concern of shallow depths are lawn sprinkler systems, electric, telephone, fiber optic, cable and gas.

3.2 INSTALLATION

A. Install signs as shown on the Drawings and in accordance with MUTCD and manufacturer's instructions.
B. Install signs of the type and at locations shown on the Drawings.
C. Install posts of the type as shown on the drawing.
D. Where shown as painted, field paint steel pipe posts in accordance with Section 09900.

END OF SECTION

SEAL COAT SHALL BE APPLIED WHERE EXISTING MARKINGS ARE REMOVED.

SMALL PROJECT SEAL COAT SPECIFICATION:

IN GENERAL:

- CRACK FILLING AND OIL SPOT TREATMENTS ARE NOT REQUIRED PRIOR TO SEAL COAT. OTHER THAN THESE EXCEPTIONS, PREPARE AND CLEAN AREA TO BE SEAL COATED CONSISTENT WITH MANUFACTURER'S INSTRUCTIONS AND SPECIFICATION.

APPROVED MATERIALS:

1) STAR PRODUCTS
- MICRO-PAVE PRO-BLEND WITH ADDED SAND
- SINGLE COAT

2) SEAL MASTER
- POLYMER MODIFIED MASTERSEAL WITH ADDED SAND
- SINGLE COAT

3) GEM SEAL BLACK DIAMOND XL
- WITH ADDED SAND
- SINGLE COAT

MATERIALS IDENTIFIED IN SPECIFICATION SECTION 02787 CAN BE USED. COAL TAR BASED SEAL COAT MATERIALS IN ANY FORM ARE PROHIBITED.

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

READY FOR DECISION
Planning & Zoning Division
November 12, 2026
Project #: 2025.09.5739

CITY OF BOYNTON BEACH

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

DEVELOPER/OWNER:
WALMART INC.
c/o WALMART PROPERTY TAX DEPARTMENT
PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC

SITE PLAN NOTES

REVISIONS	BY
07-24-2026 CITY OF BOYNTON BEACH COMMENTS	1

LANGAN

LANGAN
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13485 Veterans Way, Suite 120
Orlando, FL 32827
T: 407.974.2900 F: 407.974.2901 www.langan.com
FBPE Register No. 00000413 | AA13126 | AB1918

Project No. 342044901

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

Walmart

DRAWN BH
CHECKED AK
DATE 26 AUGUST 2026
SCALE AS NOTED
JOB No. 342044901
SHEET D-3

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Date: 10/6/2026 Time: 12:56 User: nfleschess Style Table: Langan.stb Layout: D-3 Document Code: 342044901-0500-0500-0101

SEAL COAT SPECIFICATION
PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Seal coats using a polymer-modified asphalt emulsion blended with fine aggregate.
B. Related Requirements:
1. Site Demolition Specification
2. Pavement Markings Specification
3. Traffic Signs and Signals Specification

1.2 REFERENCES

A. The publications listed below form a part of this specification to the extent referenced. Publications are referenced within the text by the basic designation only.
B. ASTM International (ASTM)

1. ASTM C 136 - Method of Sieve Analysis of Fine and Coarse Aggregate
2. ASTM D 217 - Method for Cone Penetration of Lubricating Grease
3. ASTM D 244 - Test Methods for Emulsified Asphalts
4. ASTM D 562 - Method for Consistency of Paints Measuring Krebs Unit (KU) Viscosity Using a Stormer-Type Viscometer
5. ASTM D 977 - Emulsified Asphalt
6. ASTM D 2397 - Cationic Emulsified Asphalt
7. ASTM D 2042 - Method for solubility of Asphalt Materials in Trichloroethylene
8. ASTM D 3910 - Practice for Design, Testing, and Construction of Slurry Seal
9. ASTM D 6690 - Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

1.3 ADMINISTRATIVE REQUIREMENTS

A. Pre_installation Meeting: Convene a pre_installation meeting at the site at least two weeks prior to commencing work of this Section. Require attendance of parties directly affecting work of this Section, including, but not limited to, the store manager, Contractor, and job foreman.
1. Contact Wal_Mart Construction Manager three weeks prior to prc_installation conference to confirm schedule.
2. Record discussions of meeting and decisions, agreements reached, and furnish copy of record to each party attending. Review foreseeable methods and procedures related to paving work, including the following:
a. Review preparation and installation procedures and coordinating and scheduling required with related work (including all required striping).
b. Review proposed sources of materials.
c. Tour, inspect, and discuss condition of existing pavement and other preparatory work such as patching and crack sealing. If crack sealing is needed (reference section 2.4.C below) or other areas of pavement distress are noted during tour, submit appropriate RFI to project team for review.
d. Review requirements for protecting paving work, including restriction and redirection of traffic during installation and curing period.
e. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment, traffic control devices, and facilities needed to make progress and avoid delays.
f. Review paving requirements (drawings, specifications, and other contract documents).
g. Review weather and forecasted weather conditions, and procedures for coping with unfavorable conditions.
h. Review health and safety precautions relating to handling and placement of seal coat.

1.4 QUALITY ASSURANCE

A. Contractor Qualifications: The seal coat applicator shall have not less than 3 years documented experience in the application of emulsion seal coats.

1.5 SITE CONDITIONS

A. Weather Limitations: Apply seal coat only under the following weather conditions:
1. The atmospheric temperature is between 50 and 90 F and is expected to remain above 50 F for 24 hours.
2. Pavement temperature is above 55 F.
3. Surface is dry and no moisture is expected within 24 hours.
4. Weather and wind conditions are such that overspray is preventable and will allow proper curing and opening to traffic within a reasonable time.
B. Maintain access for vehicular and pedestrian traffic as required by the Wal-Mart Store and Construction Manager. Utilize temporary striping, flagmen, barricades, warning signs, and warning lights as required.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Aggregate: Aggregate shall be 100 percent passing the No. 16 (1.18 mm) sieve when tested in accordance with ASTM C 136. Aggregate shall consist of hard, washed, dry natural or manufactured particles free of dust, trash, clay, organic materials or other contaminants.
B. Asphalt Emulsion: Comply with ASTM D977 or ASTM D2397 for SS-1h or CSS-1h. The penetration of the residue from the distillation test shall be 20 to 60. Clay stabilized emulsion, with a ph not greater than 7.0, and solids content not less than 45 percent may be used. The polymer material shall be milled or blended into the asphalt or emulsifier solution prior to the emulsification process. The minimum amount and type of polymer modifier shall be determined by the laboratory performing the mix design.
C. Coal Tar: Coal tar emulsion or coal tar/asphalt emulsion shall not be used as a substitute for asphalt emulsion.
D. Water: Water shall be potable and free of harmful soluble salts or reactive chemicals and any other contaminants and at least 50 F.
E. Additives: Additives shall be included and approved as part of the mix design and be compatible with the other components of the mix.
F. Crack Sealant: Crack sealant shall conform to ASTM D6690, Type II or higher and compatible with the specified seal coat emulsion.

2.2 COMPOSITION

A. Composition. Seal coat shall consist of a mixture of the specified emulsion, water, aggregate, and additives and be proportioned to meet the requirements shown in the following Table 1.

TABLE 1 - Undiluted Seal Coat Design Properties

Method	Minimum	Maximum
Weight (per gallon), ASTM D 244, lbs	9.0	
Cone Penetration, ASTM D 217, mm	340	700
% Non-Volatile[1]	50	
% Non-Volatile Residue Soluble in Trichloroethylene, ASTM D 2042	10	35
Wet Track Abrasion Loss, ASTM D 3910, g		35
Viscosity, ASTM D 562, KU	75	
Dried Film Color	Black	

[1]Weigh 10 g of homogeneous product into a previously tared, small ointment can. Place in an oven at 325°F for 90 minutes. Cool, reweigh and calculate non-volatile residue as a percent of the original mass.

2.3 EQUIPMENT

A. Distributors. Distributors or spray units used for the spray application of the seal coat shall be self-propelled and capable of uniformly applying 0.10 to 0.30 gallons per square yard of material over the required width of application. Distributors shall be equipped with tachometers, pressure gauges, and volume measuring devices. The mix tank shall have a mechanically powered, full sweep, mixer with sufficient power to move and homogeneously mix the entire contents of the tank.
B. Spray Nozzles. Nozzles shall be free from clogs and debris and set at the same angle.
C. Mixing Equipment. The mixing machine shall have a continuous flow mixing unit capable of accurately delivering a predetermined proportion of aggregate, water, and emulsion, and of discharging the thoroughly mixed product on a continuous basis. The mixing unit shall be capable of thoroughly blending all ingredients together and discharging the material without segregation.
D. Spreading Equipment. Spreading equipment shall be a mechanical type squeegee/brush distributor attached to the mixing machine, equipped with flexible material in contact with the surface to prevent loss of slurry from the spreader box. It shall be maintained to prevent loss of slurry on varying grades and adjusted to assure uniform spread. There shall be a lateral control device and a flexible strike off capable of being adjusted to lay the slurry at the specified rate of application. The spreader box shall have an adjustable width. The box shall be kept clean. Emulsion and aggregate build up on the box shall not be permitted.
E. Clean equipment with a petroleum solvent if previously used with a different material.
F. Hand Squeegee or Brush Application. Hand spreading application shall be used only in places not accessible to the mechanized equipment or to accommodate neat trim work at curbs, etc. Material that is applied by hand shall meet the same standards as that applied by machine.
G. Calibration. Spreading equipment shall be provided with a method of calibration by the manufacturer. Equipment shall be calibrated to assure that it will produce and apply a mix that conforms to the job mix formula. Calibrations shall be made with the approved job materials prior to application of the seal coat.

2.4 PREPARATION

A. Remove all existing striping in areas subject to seal coating as noted in plans. Reference applicable specification section in Site Demolition.
B. Remediate distressed areas of existing pavement by saw-cutting and removing existing pavement, regrading and compacting the underlying base course and replacing with full depth asphalt at locations and as shown on the drawings.
1. Repairs not specifically shown on the plans but considered necessary by the contractor, store manager or construction manager (CM) shall be identified and submitted as an RFI to the project team prior to commencement of repairs.
2. Repairs submitted by RFI and approved shall be performed as directed by the CEC. Cost for such work directed and performed will be paid for in accordance with the "Changes in the Work" Clause of the General Conditions.
C. Longitudinal and traverse cracks in excess of 0.25 inch, but less than 1 inch shall be sealed with a crack sealant. Cracks that contain weed or other live vegetable matter shall be treated with a locally approved, non-oil based sterilant prior to applying the crack filler.
D. Existing crack sealants in the parking lot shall be evaluated for compatibility with the specified emulsion. If not compatible with each other they can't be used together. Immediately prior to applying the seal coat, the surface shall be cleared of all loose material, dirt, dust, grease, oil, vegetation and other objectionable material. If water is used, cracks shall be allowed to dry thoroughly before applying the seal coat.
E. Protect existing manholes, inlets, vaults, valve boxes, meter boxes, etc. as necessary to maintain free accessibility upon completion of seal coat application. Surfaces adjacent to seal coat application areas such as sidewalks, curb and/or gutter, storefronts, etc. shall be protected by use of felt paper anchored with clean aggregate, or by shielding components with plywood during application.
F. Coordinate limits of seal coat application operations with Owner's Construction Manager and Store Manager to avoid interruption to store operations. Protect adjacent areas of the parking lot outside of current seal coat application limits to avoid tracking onto adjacent areas. Partition off limits of current seal coat operations until surface is traffic ready.
G. Coordinate with Store Manager to deactivate lawn sprinkler systems least 48 hours prior to placing the seal coat and remain off for at least 24 hours after the seal coat application.

2.5 APPLICATION

A. Apply seal coat at a total rate (undiluted) of 0.17gal./SY.
B. Dampen pavement with a fog spray of water if ambient temperatures exceed 80°F. No standing water shall remain on the surface.
C. Apply the coat uniformly in a manner such that the combined application of the coat equals the total rate specified above.
D. Suspend application when the distribution tank has less than 100 gallons left and refill to prevent irregular patterns or misses.
E. The coat shall be allowed to dry and cure initially a minimum of 2-4 hours before applying any markings. The initial drying shall allow evaporation of water of the applied mixture, resulting in the coating being able to sustain light foot traffic. The initial curing shall enable the mixture to withstand vehicle traffic without damage to the seal coat.
F. The finished surface shall present a uniform texture with no streaks.
G. The single coat shall be allowed to dry a minimum of eight hours in dry daylight conditions before opening to traffic, and initially cure enough to support vehicular traffic without damage to the seal coat.
H. Where marginal weather conditions exist during the eight hour drying time, additional drying time shall be allowed. The length of time shall be as specified by the supplier. The surface shall be checked after the additional drying time for trafficability before opening the section to vehicle traffic.

END OF SECTION

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED
READY FOR DECISION
Planning & Zoning Division
November 12, 2026
CITY OF BOYNTON BEACH
Project #: 2025.09.5739
APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

DEVELOPER/OWNER:
WALMART INC.
c/o WALMART PROPERTY TAX DEPARTMENT
PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC

SITE PLAN NOTES

REVISIONS	BY

LANGAN

LANGAN
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Orlando, FL 32827
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FBPE Region No. 00000610 | LB1710 | AA18

Project No. 342044901

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

Walmart

DRAWN
BH
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26 AUGUST 2026
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READY FOR DECISION

Planning & Zoning Division

November 12, 2026

Project #: 2025.09.5739

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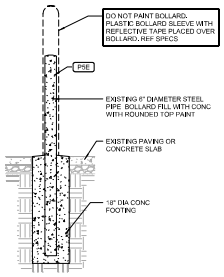
KEYNOTES	
2,23	INSTALL NEW GRAY PLASTIC SLATS
3,01	CONCRETE STOOP, REF STRUC
5,01	DECORATIVE BOLLARD
5,02	PAINTED 6" PIPE BOLLARD
5,32	32" CORE DRILLED UNO GALVANIZED STEEL BOLLARD 4" OD
6,60	INSTALL BLUE BOLLARD COVERS AT BOLLARDS ADJACENT TO TRUCK WELL DOCK, REF SPEC FOR HEIGHT AND FINISH OF SLEEVE.

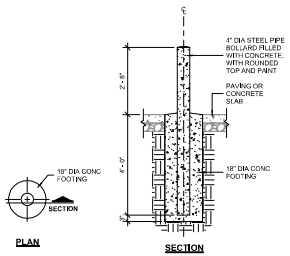
SITE SHEET NOTES
1. PREP AND PAINT ALL EXTERIOR LIGHT POLE BASES AND ALL BOLLARDS PSF, UNLESS NOTED ETR OR NEW DECORATIVE BOLLARDS ADDED.
2. POWER WASH SIDEWALK AT FRONT OF BULDING, AUTO CARE CENTER, AND ONLINE PICKUP DELIVERY
3. NOT USED.
4. CONCRETE SIDEWALKS ADJACENT TO THE STORE NOT TO EXCEED 2% CROSS SLOPE.

THE SITE SHEET NOTE #1 HAS BEEN REVISED DURING PR#3

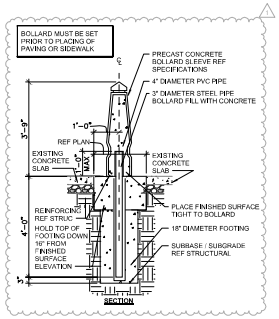
THE FOLLOWING WAS REVISED IN THE KEYNOTES LEGEND DURING PR#3:
- 5,01 - DECORATIVE BOLLARD



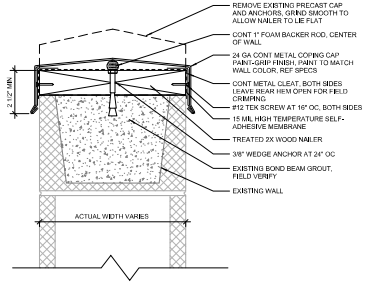
10 BOLLARD LOCATION
1/2" = 1'-0"



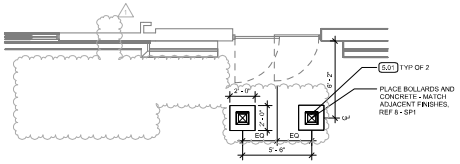
9 BOLLARD DETAIL
1/2" = 1'-0"



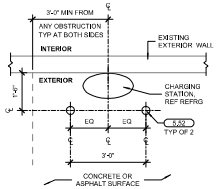
8 BOLLARD DETAIL
1/2" = 1'-0"



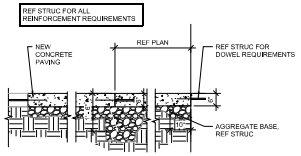
7 SCREEN WALL CAP
3" = 1'-0"



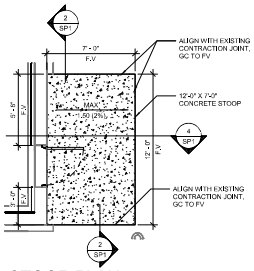
6 LIQUOR BOX ENTRY PLAN
1/4" = 1'-0"



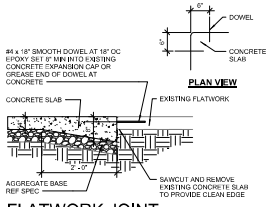
5 REFRIGERATION CHARGING STATION PLAN
1/2" = 1'-0"



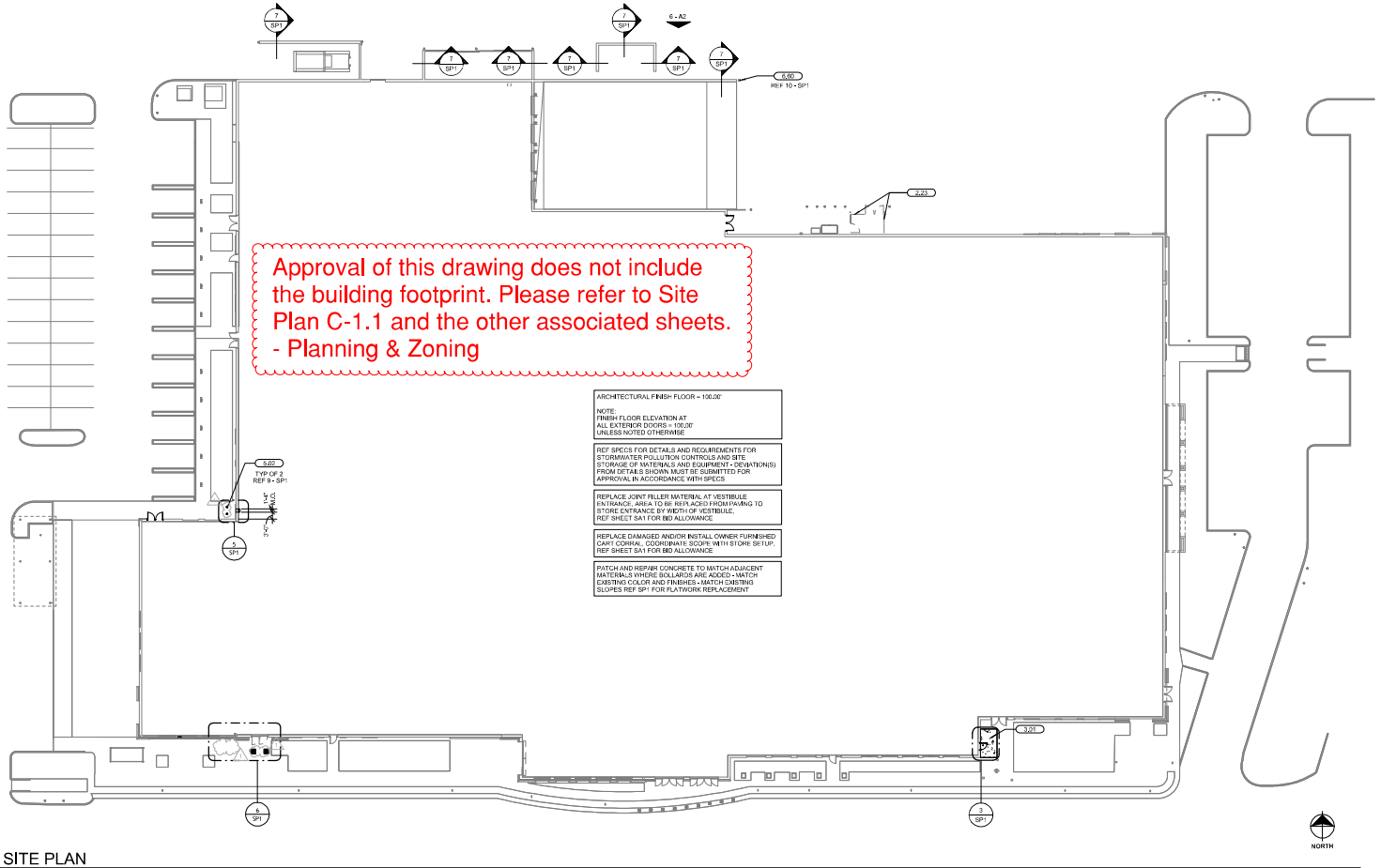
4 STOOP
1/2" = 1'-0"



3 STOOP PLAN
1/4" = 1'-0"



2 FLATWORK JOINT
3/4" = 1'-0"



1 SITE PLAN
1" = 20'-0"

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STIPULATION FOR REUSE

CONSULTANTS

Walmart
BOYNTON BEACH, FL
2625 S FEDERAL HWY
STORE NO. 05911 - 2276
JOB NUMBER: 25093347 PROTO: 90

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1	PR#3	09/16/26

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PROTO CYCLE:	09/07/25
DOCUMENT DATE:	11/07/25

DANIEL J SLOTER
STATE OF FLORIDA
DANIEL JOSEPH SLOTER
AR 102245
REGISTERED ARCHITECT
10/06/26

SITE PLAN

SHEET: SP1

572

SITE PLAN



SITE SIGNAGE: EXISTING



MONUMENT SIGN #1 REF 15 - A2.1



MONUMENT SIGN #2 REF 14 - A2.1

SIGNAGE FOR REFERENCE ONLY

SIGNAGE WILL BE SUBMITTED UNDER SEPERATE PERMIT

HATCH LEGEND

- EIFS AREA TO BE RESURFACED (REF SPEC)
- EIFS AREA EXISTING TO REMAIN

RESURFACE THE FILL EXTENT OF EIFS PLANE WHERE INDICATED. THE CONTRACTOR IS TO MAINTAIN AN REVEALS OR JOINTS AFFECTED REFER SPECIFICATIONS.

DEMOLITION NOTES

1. REMOVAL OF BUILDING MOUNTED ITEMS, SHOWN OR NOTED TO BE DEMOLISHED OR AS REQUIRED BY SCOPE OF WORK SHALL OCCUR PRIOR TO PAINTING BUILDING.
   a. COORDINATE DEMOLITION WORK SO EXTERIOR PAINTING WILL OCCUR PRIOR TO INSTALLATION OF BUILDING MOUNTED ITEMS

ALL SITE ELEMENTS TO BE PAINTED P36E UNO. ALL HANDRAILS (IN RIGHT, REAR AND LEFT ELEVATIONS TO BE PAINTED P5E UNO.

WRAP PAINT AROUND THE BACKSIDE OF ALL COLUMNS AND WALLS, ALL PROTRUDING ELEMENTS, PILASTERS, SIDES AND SOFFITS TYP AT ALL ELEVATIONS UNO.

KEEP ALL EXISTING WHITE ROLLUP DOORS AS ETR P140E WITH TOUCHUPS AS REQUIRED IN HIGH CUSTOMER AREAS.

COLOR LEGEND

	P#	COLOR NAME
	P5E	"SAFETY YELLOW"
	P21E	"SAFETY RED"
	P33E	"CREAM"
	P36E	"BLACK"
	P134E	"LIGHT GRAY"
	P135E	"MEDIUM GRAY"
	P140E	"WHITE"
	P216E	"TRUE BLUE"

SHEET NOTES

1. PATCH AND REPAIR EXTERIOR WALL SURFACES, DAMAGED OR EXPOSED DUE TO REMOVAL OF BUILDING MOUNTED ITEMS, TO MATCH ADJACENT AS REQ'D
2. REF DETAILS ON SHEET A2.1 FOR SUBSTRATE AND FINISH REQUIREMENTS AT LOCATIONS OF BUILDING MOUNTED SIGNS
3. NOT USED
4. NOT USED
5. PRIOR TO PAINTING WALL AT LOCATION(S) OF LIT LOGO SIGN(S), COORDINATE SCOPE OF WORK WITH WALMART CM
6. IF PAINTING ADJACENT WALLS PAINT HOLLOW METAL STEEL DOORS, DOOR FRAMES, DOOR HOODS, DOWNSPOUTS, EXPOSED METAL FLASHING, HANDRAILS, AND EXPOSED MISCELLANEOUS STEEL TO MATCH PRIMARY ADJACENT BUILDING COLOR UNO
7. PAINT ANY ROOFTOP GAS PIPING
   a. WHERE EXTERIOR WALL IS BEING PAINTED, GAS PIPE ALONG SIDE WALL TO GRADE SHALL MATCH ADJACENT BUILDING
   b. DO NOT PAINT METER OR VALVES
8. IF PAINTING ADJACENT WALLS PAINT CANOPY STRUCTURAL STEEL AND FLASHING TO MATCH ADJACENT WALL, UNO
9. WHERE CANOPIES ARE VISIBLE TO AND ACCESSED BY CUSTOMERS, PAINT UNDERSIDE OF CANOPY DECK P33E. DO NOT PAINT CANOPY DECK IF NOT PREVIOUSLY PAINTED
10. PAINT ALL EXTERIOR ENTRY BOLLARDS TO MATCH EXISTING COLOR UNLESS NOTED ETR OR NEW DECORATIVE BOLLARDS ADDED
11. NOT USED
12. DO NOT PAINT LED WALL PACK HOUSINGS
13. NOT USED
14. NOT USED
15. NOT USED
16. NOT USED
17. PAINT JIB CRANE P36E ON JIB BOOM, P5E ON HANDRAILS
18. PAINT SPRINKLER VALVES P21E
    a. DO NOT PAINT OVER SIGHT GLASS OR FIRE ALARM BELL
19. REPLACE EMSTING NON-GRAY SLATS WITH GRAY SLATS

KEYNOTES

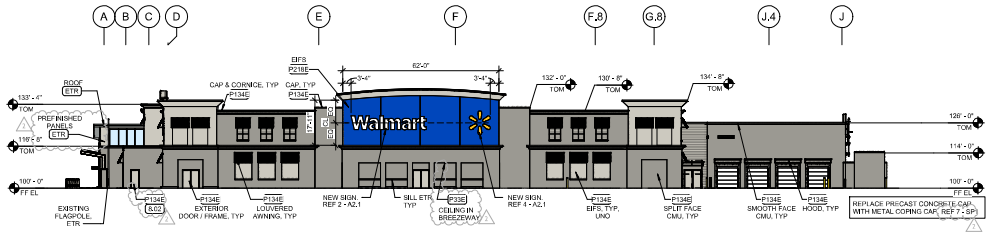
5.01	DECORATIVE BOLLARD
5.02	PAINTED 6" PIPE BOLLARD
5.60	INSTALL BLUE BOLLARD COVERS AT BOLLARDS ADJACENT TO TRUCK WELL DOCK, REF SPEC FOR HEIGHT AND FINISH OF SLEEVE.
6.01	SECTIONAL OVERHEAD DOOR TYP
6.02	HOLLOW METAL DOOR AND FRAME

THE FOLLOWING WAS REVISED IN THE KEYNOTES LEGEND DURING PR#3:
- 5.01 – DECORATIVE BOLLARD

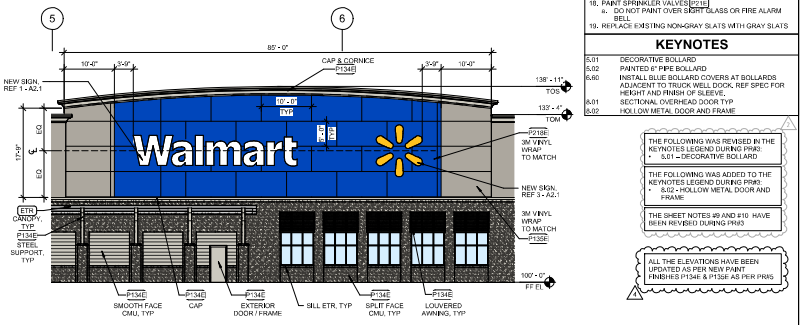
THE FOLLOWING WAS ADDED TO THE KEYNOTES LEGEND DURING PR#3:
- 6.02 - HOLLOW METAL DOOR AND FRAME

THE SHEET NOTES #9 AND #10 HAVE BEEN REVISED DURING PR#3

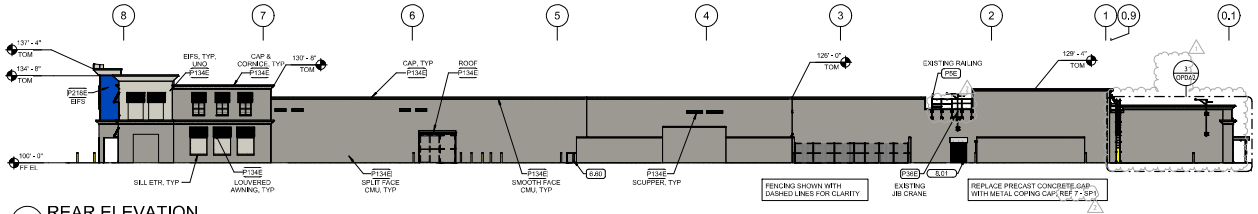
ALL THE ELEVATIONS HAVE BEEN UPDATED AS PER NEW PAINT FINISHES P134E & P135E AS PER PR#3.



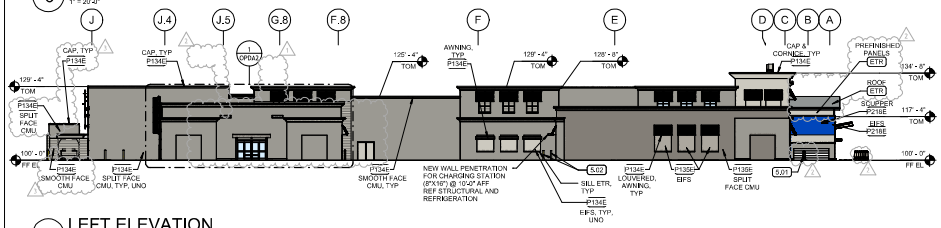
8 RIGHT ELEVATION
1" = 20'-0"



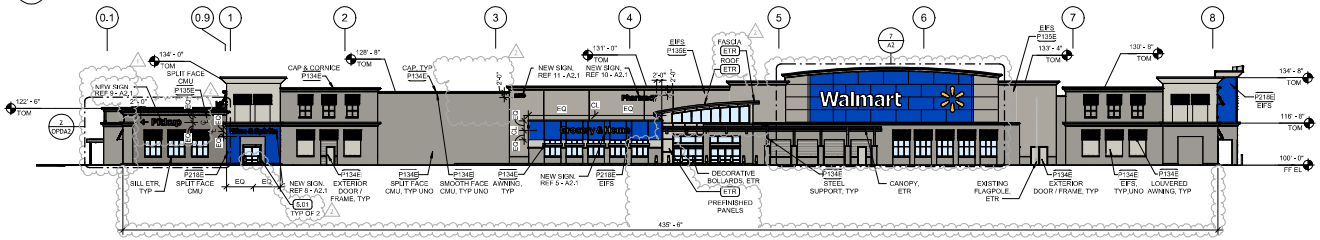
7 ENLARGED ELEVATION
1" = 10'-0"



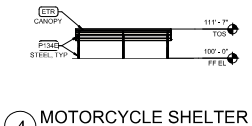
6 REAR ELEVATION
1" = 20'-0"



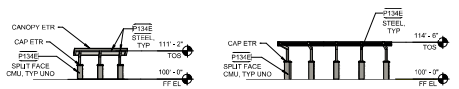
5 LEFT ELEVATION
1" = 20'-0"



3 FRONT ELEVATION
1" = 20'-0"



4 MOTORCYCLE SHELTER
1" = 20'-0"



2 BUS SHELTER
1" = 20'-0"

1 ARBORS (TYP OF 2)
1" = 20'-0"

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CA 26000

STIPULATION FOR REUSE

CONSULTANTS

Walmart
BOYNTON BEACH, FL
3625 S. FEDERAL HWY
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JOB NUMBER: 2024034.7 PROTO

ISSUE BLOCK

1	PR#1	02/18/26
2	PR#3	05/16/26
3	PR#4	09/14/26
4	PR#5	10/06/26

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PROTO CYCLE:	09/27/25
DOCUMENT DATE:	11/07/25

DANIEL J SUTER
STATE OF FLORIDA
DANIEL JOSEPH SUTER
AR100245
REGISTERED ARCHITECT
10/06/26

EXTERIOR ELEVATIONS

SHEET: A2

573

SIGNAGE FOR REFERENCE ONLY

SIGNAGE WILL BE SUBMITTED UNDER SEPERATE PERMIT

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

READY FOR DECISION

Planning & Zoning Division

November 12, 2026

Project #: 2025.09.5739

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EXISTING SIGNAGE SCHEDULE

SIGN	QTY	TYPE	LIGHTED	COLOR	SIZE	INDIVIDUAL AREA	TOTAL AREA
FRONT ELEVATION							
WALMART*	1	EXISTING	LED	WHITE/YELLOW	5'-8" / 8'-0"	299,04 SF	299,04 SF
BEER WINE SPIRITS	1	EXISTING	NO	WHITE	1'-0"	31,01 SF	31,01 SF
PICKUP	1	EXISTING	LED	WHITE/YELLOW	3'-7 1/8" / 2'-0"	45,46 SF	45,46 SF
ADDRESS 3625	4	EXISTING	NO	WHITE	1'-0"	0,00 SF	0,00 SF
FRONT ELEVATION	7						375,51 SF
RIGHT ELEVATION							
WALMART*	1	EXISTING	LED	WHITE/YELLOW	4'-6" / 6'-6"	198,26 SF	198,26 SF
RIGHT ELEVATION	1						198,26 SF
TOTAL BUILDING SIGNAGE	8						573,77 SF

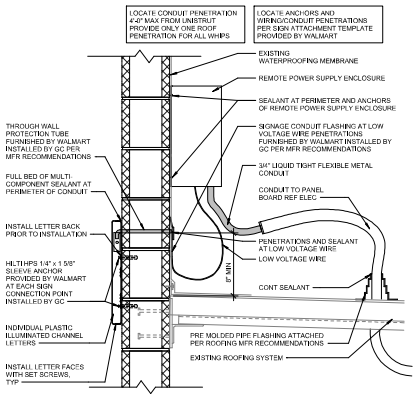
NEW SIGNAGE SCHEDULE

NOTE: THE SQUARE FOOTAGE IS NOT REQUIRED FOR THE SIGNAGE SHOWING 0,00 SF.

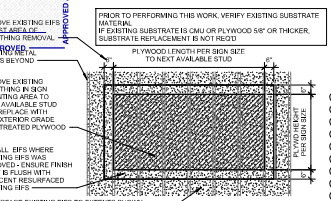
SIGNAGE	TYPE	HEIGHT	COLOR	ILLUMINATED	QTY	INDIVIDUAL RECT/CIRCLE	TOTAL RECTANG / CIRCLE AREA (SF)
FRONT ELEVATION							
WALMART	NEW	6' - 0"	WHITE	YES	1	200,12	200,12
SPARK	NEW	10' - 4"	YELLOW	YES	1	94,72	94,72
<PICKUP	NEW	2' - 6"	WHITE	YES	1	51,33	51,33
PHARMACY	NEW	2' - 0"	WHITE	NO	1	34,84	34,84
GROCERY & HOME	NEW	2' - 6"	WHITE	NO	1	86,37	86,37
WINE & SPIRITS	NEW	2' - 0"	WHITE	NO	1	48,69	48,69
ADDRESS 3625	NEW	1' - 0"	WHITE	NO	4	0,00	0,00
FRONT ELEVATION					10		516,07
RIGHT ELEVATION							
WALMART	NEW	5' - 6"	WHITE	YES	1	95,86	95,86
SPARK	NEW	9' - 3"	YELLOW	YES	1	24,38	24,38
RIGHT ELEVATION					2		247,74
TOTAL BUILDING SIGNAGE	12				12		763,81

SIGNAGE GENERAL NOTES

1. SIGNAGE FURNISHED BY WALMART AND INSTALLED BY GC THROUGH OWNER ASSIGNED SIGN CONTRACTOR
2. ALL EXISTING WALMART EXTERIOR SIGNAGE IS TO REMAIN IN PLACE ON THE BUILDING UNTIL THE GC SIGN COMPANY IS ONSITE
   A. THE EXISTING SIGNAGE WILL THEN BE REMOVED, PATCH AND REPAIR WORK WILL BE COMPLETED AT SIGN LOCATIONS, AND SIGNAGE WILL BE INSTALLED PER PLANS
   B. A TEMPORARY BANNER WILL BE INSTALLED PRIOR TO REMOVAL OF EXISTING EXTERIOR SIGNAGE
      a. BANNER WILL REMAIN IN PLACE UNTIL ALL MODIFICATIONS AND/OR REPAIRS HAVE BEEN COMPLETED AND SIGNAGE IS INSTALLED
   C. TEMPORARY BANNER WILL BE APPROXIMATELY 125 SF (5'X25')
   D. EXTERIOR SIGN WORK NEEDS TO BE SCHEDULED, COORDINATED, AND COMPLETED DURING WEEK 6 OF THE CONSTRUCTION SCHEDULE
3. NOT USED
4. GC RESPONSIBILITIES
   A. BY END OF FIRST WEEK OF CONSTRUCTION, REVIEW EXISTING CONSTRUCTION WHERE SIGN(S) WILL BE INSTALLED
      a. IF EXISTING CONDITIONS DO NOT MATCH SIGN ATTACHMENT DETAILS SHOWN, REQUEST APPROVAL FROM CONSTRUCTION MANAGER TO SUBMIT RFI IN ACCORDANCE WITH SPECS
      b. NOTE DIFFERENCES IN CONSTRUCTION, INCLUDING DIMENSIONS, AND INCLUDE PHOTOGRAPHS FOR CLARIFICATION
   B. PROVIDE SUBSTRATE SUITABLE FOR INSTALLATION OF SIGNAGE, REFER TO SIGN DETAILS FOR LIGHTED &/LOGO SIGNS
   C. PROVIDE JUNCTION BOXES AND CIRCUITRY TO "Walmart", "spark" AND "<Pickup" SIGNAGE
      a. EXISTING (6) BOXES FROM "WALMART" SIGNAGE MAY BE REUSED
   D. NOT USED
   E. VERIFY VOLTAGE AT CIRCUITS FEEDING LIGHTED SIGNAGE, REF ELEC
   F. MAKE FINAL TERMINATIONS ON LIGHTED SIGNAGE
   G. REMOVE ALL LIT &/LOGO SIGNS AND UNLIT EXTERIOR STUD MOUNTED BUILDING SIGNS, UNLESS NOTED OTHERWISE
   H. MAKE REQUIRED EXTERIOR WALL PENETRATIONS, INSTALL CONDUIT, AND SEAL PENETRATIONS PER SPECS

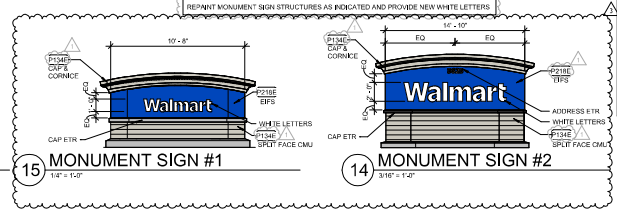


18 ATTACHMENT AT CMU ABOVE ROOF LINE
1 1/2" = 1'-0"



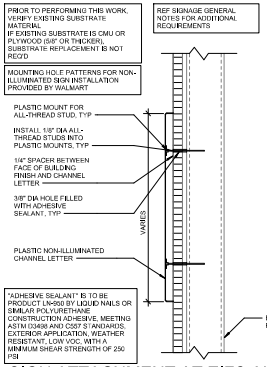
16 SUBSTRATE AT NEW SIGNAGE
3/8" = 1'-0"

17 NOT USED
3/16" = 1'-0"

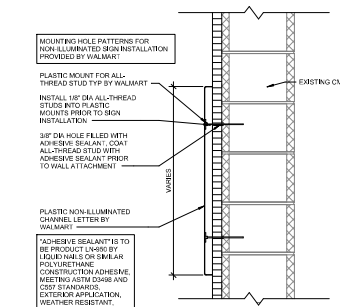


15 MONUMENT SIGN #1
1/4" = 1'-0"

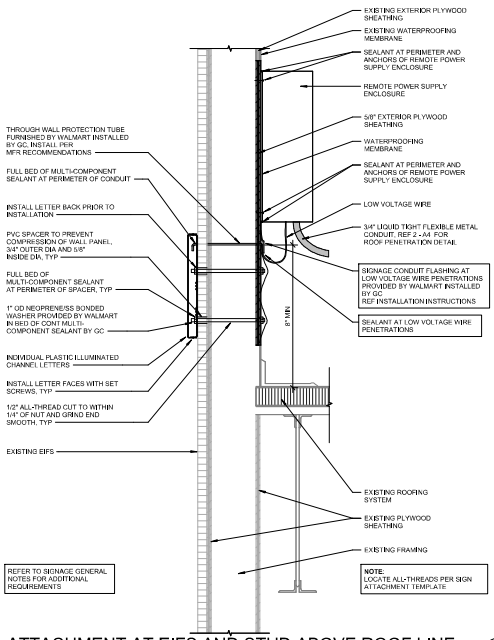
14 MONUMENT SIGN #2
3/16" = 1'-0"



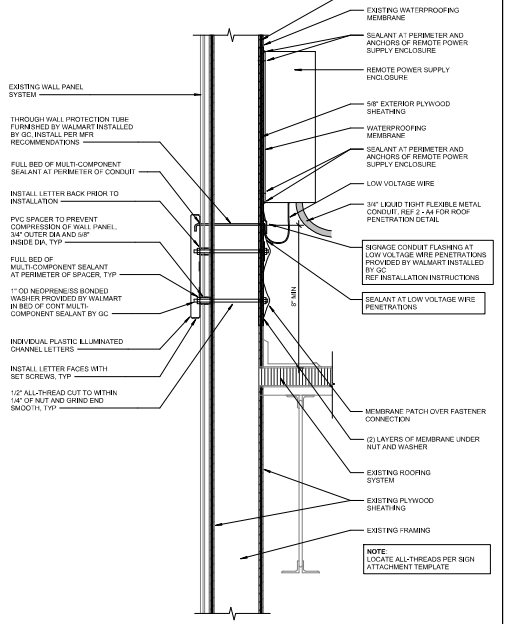
13 SIGN ATTACHMENT AT EIFS AND METAL STUD WALL
1 1/2" = 1'-0"



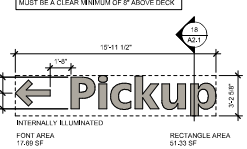
12 SIGN ATTACHMENT AT EIFS AND CMU WALL
1 1/2" = 1'-0"



7 ATTACHMENT AT EIFS AND STUD ABOVE ROOF LINE
1 1/2" = 1'-0"



6 ATTACHMENT AT WALL PANEL ABOVE ROOF LINE
1 1/2" = 1'-0"



11 1'-0" ADDRESS SIGN
1/4" = 1'-0"

NOTE: SQUARE FOOTAGE NOT REQUIRED IN BUILDING SIGNAGE SCHEDULE

NOTE TO SIGN INSTALLER:
A. ALL PRIMARY MOUNTING HOLES MUST BE UTILIZED
B. IF MOUNTING THROUGH PRIMARY HOLE IS OBSTRUCTED BY REBAR, METAL STUDS, CHANNELS, OR OTHER MISC METAL, SEAL PRIMARY HOLE IN SIGN CAN AND MOUNT THROUGH THE NEAREST ALTERNATE MOUNTING HOLE
C. PRIMARY HOLES ARE INDICATED WITH PREDRILLED HOLES

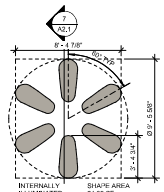
NOTE: ALL SIGN PENETRATIONS ABOVE ROOF LEVEL MUST BE A CLEAR MINIMUM OF 8" ABOVE DECK



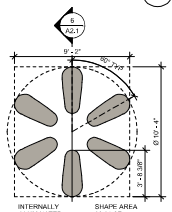
10 2'-0" PHARMACY SIGN
1/4" = 1'-0"



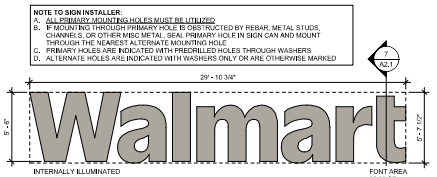
8 2'-0" WINE & SPIRITS SIGN
1/4" = 1'-0"



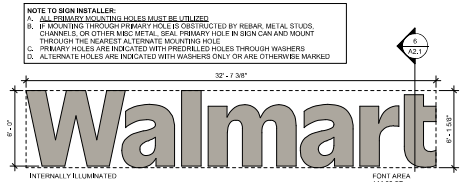
4 9'-6" SPARK
1/4" = 1'-0"



3 10'-4" SPARK
1/4" = 1'-0"



2 5'-6" WALMART SIGN
1/4" = 1'-0"



1 6'-0" WALMART SIGN
1/4" = 1'-0"



9 2'-6" PICKUP LEFT ARROW
1/4" = 1'-0"

5 2'-6" GROCERY & HOME
1/4" = 1'-0"

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CuhaciPeterson.com

STIPULATION FOR REUSE

CONSULTANTS

Walmart
BOYNTON BEACH, FL
2625 S. FEDERAL HWY
STORE NO: 05911 - 2276
JOB NUMBER: 2025034.7 PROTO: 80

ISSUE BLOCK

1	PR#3	08/18/26
2	PR#4	08/14/26
3	PR#5	10/06/26

CHECKED BY:	BP
DRAWN BY:	BS
PROTO CYCLE:	09/27/25
DOCUMENT DATE:	11/07/25

DANIEL J SUTER
STATE OF FLORIDA
DANIEL JOSEPH SUTER
AR100245
REGISTERED ARCHITECT
10/06/26

EXTERIOR SIGNAGE AND DETAILS

SHEET: A2.1

574

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

READY FOR DECISION

Planning & Zoning Division

November 17, 2026

Project #: 2025.09.5739

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COLOR LEGEND		
	P#	COLOR NAME
	P5E	SAFETY YELLOW
	P36E	BLACK
	P49E	DARK GRAY
	P134E	LIGHT GRAY

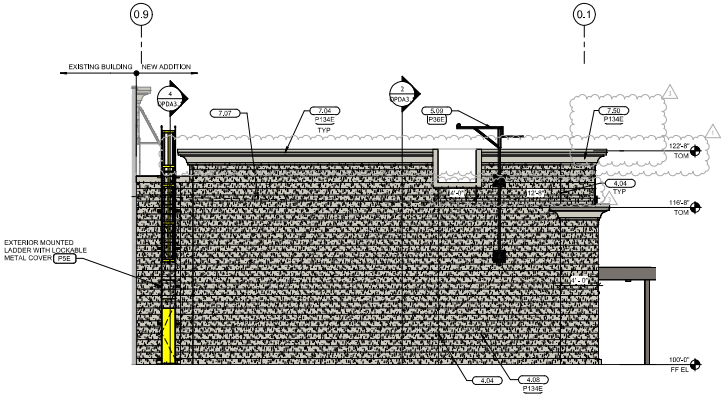
SHEET NOTES

1. NOT USED.
2. GUTTERS, DOWNSPOUTS, STEEL DOORS, FRAMES, EXPOSED METAL FLASHING, AND EXPOSED MISCELLANEOUS STEEL, SHALL MATCH ADJACENT BUILDING COLOR UNO.
3. NOT USED.

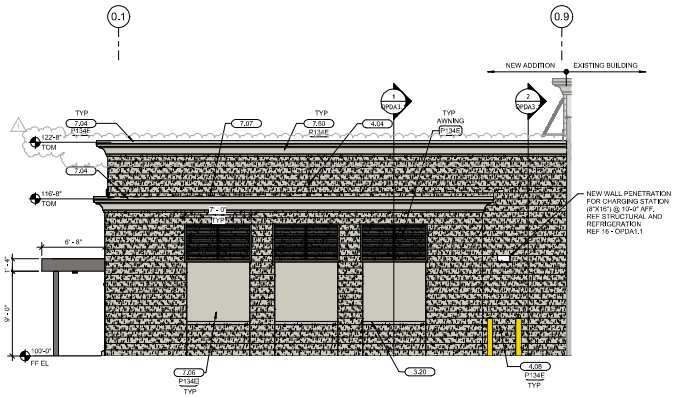
KEYNOTES

3.05	CONCRETE CURB, TYP
3.20	4" PRECAST CONCRETE CAP, UNPAINTED, U.N.O.
5.04	CONTROL JOINT, TYP, REF STRUCTURAL
5.08	SPLIT FACE CMU
5.09	JIB CRANE HOIST ARM
7.04	METAL FASCIA COVER
7.06	WATER DRAINAGE EXTERIOR INSULATION AND FINISH SYSTEM
7.07	ROOF LINE BEYOND
7.19	OVERFLOW SCUPPER
7.50	DFS CORNICE
8.09	AUTOMATIC SLIDING ENTRANCE DOORS

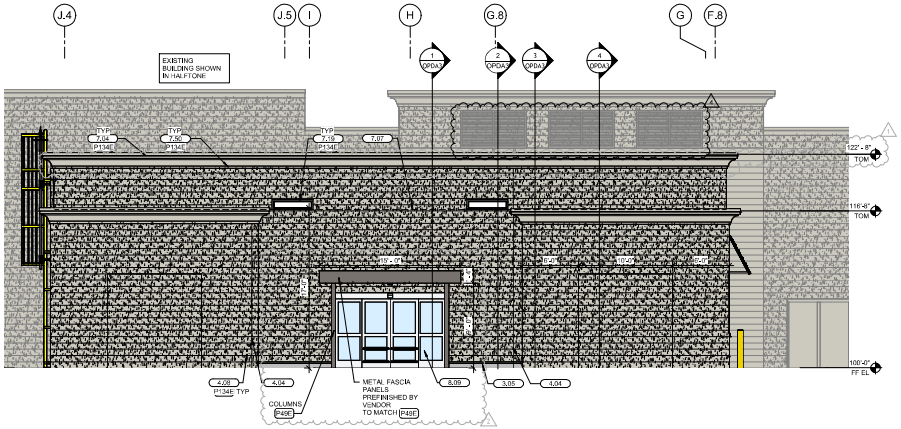
4 ALL THE ELEVATIONS HAVE BEEN UPDATED AS PER NEW PAINT FINISH P134E AS PER PR#5



3 OP REAR ELEVATION
3/16" = 1'-0"



2 OP FRONT ELEVATION
3/16" = 1'-0"



1 OP LEFT ELEVATION
3/16" = 1'-0"

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cuhaci-peterson.com

STIPULATION FOR REUSE

CONSULTANTS

Walmart
BOYNTON BEACH, FL
2615 S FEDERAL HWY
STORE NO: 05911 - 2276
JOB NUMBER: 2030347 PROTO: 90

ISSUE BLOCK

1	PR#1	02/16/26
2	PR#3	05/16/26
3	PR#4	08/14/26
4	PR#5	10/06/26

CHECKED BY:	BP/DS
DRAWN BY:	OB
PROTO CYCLE:	09/27/25
DOCUMENT DATE:	11/07/25

STATE OF FLORIDA
DANIEL JOSEPH BURNS
AR100245
REGISTERED ARCHITECT
10/06/26

OP EXTERIOR ELEVATIONS

SHEET: OPDA2

575

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

READY FOR DECISION

Planning & Zoning Division

November 17, 2026

Project #: 2025.09.5739

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

ROOF LEGEND

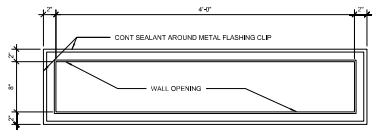
- NEW RTU
- NEW VTR ROOF PENETRATION
- NEW RCU
- NEW ROOF PENETRATION

KEYNOTES

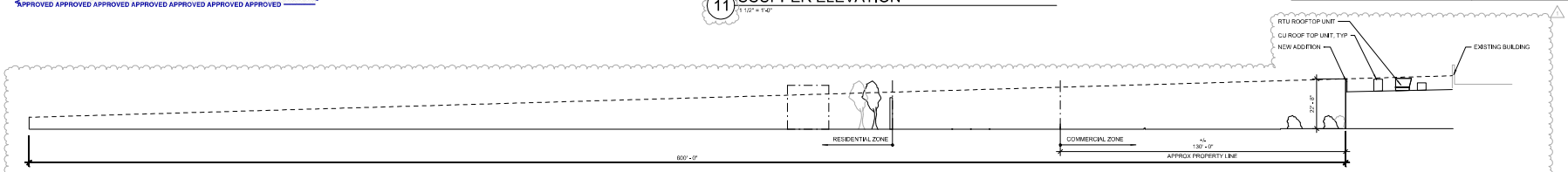
5.09	JIB CRANE HOIST ARM
5.11	STEEL LADDER

SHEET NOTES

1. REFER TO MECHANICAL DRAWINGS FOR VENTS AND FLUE LOCATIONS
2. PROVIDE CRICKET AT ALL ~~AT ALL~~ MECHANICAL EQUIPMENT RTUS, ETC. INSTALL ROOFING INSULATION WITH 1/2" PER FOOT SLOPE TO PROVIDE POSITIVE DRAINAGE AROUND UNITS
3. NOT USED
4. MAINTAIN 8" MIN FROM TOP OF ROOF MEMBRANE TO TOP OF CURB AT CRICKETS
5. NOT USED
6. LOCATIONS OF RTU'S AND AHU'S ARE APPROXIMATE. CONTRACTOR MAY ADJUST LOCATION SO EDGES OF CURB FALL WITHIN 3" OF JOIST PANEL POINTS. IF CURB CANNOT BE ADJUSTED SO BOTH CURB EDGES ARE WITHIN 3" OF JOIST PANEL POINTS, ADD REINFORCING PER STRUC. TO JOIST WHERE CURB EDGE/EDGES ARE MORE THAN 3" FROM JOIST PANEL POINT. REF. STRUC.
7. NOT USED
8. TAKE APPROPRIATE ACTION NOT TO DAMAGE INTERIOR ELECTRICAL CONDUIT THAT MAY BE ATTACHED TO THE UNDERSIDE OF THE ROOF DECK. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ANY DAMAGE DONE.
9. CURB AND WALL FLASHING SHALL BE COMPLETELY ADHERED TO SUBSTRATE WALL AND SHALL BE FULLY ADHERED AND FREE OF WRINKLES.
10. WALKWAY PAD SHALL BE INSTALLED AT ALL SERVICE SIDES OF RTUS, AROUND ROOF HATCH AND TWO ROWS AT JIB HOIST.
11. NO TEMPORARY FLASHING SHALL BE INSTALLED.
12. REMOVE THE EXISTING EPDM MEMBRANE. INSTALL AN ADDITIONAL 1.00" ISO AND A NEW MECHANICALLY FASTENED TPO MEMBRANE OVER EXISTING INSULATION. IN AREAS WHERE THE MEMBRANE IS FULLY ADHERED, THE MEMBRANE SHOULD BE CUT IN A 10" GRID AND SHOULD NE REMOVED ALONG THE INSULATION REPLACE WITH SAME THICKNESS TO MATCH ADJACENT INSULATION MEMBRANE.
13. ALL FIELD INSTALLED SCREWS REQUIRE NEOPRENE WASHERS

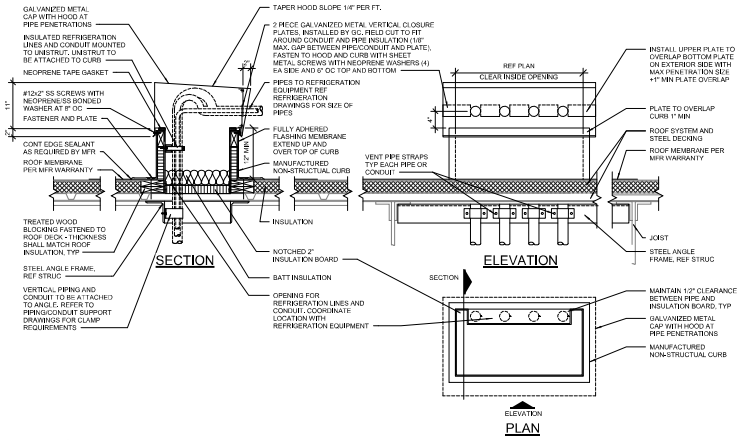


11 SCUPPER ELEVATION
1 1/2" = 1'-0"

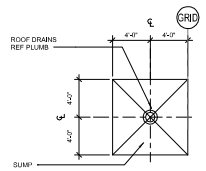


10 OP LINE OF SIGHT
1" = 20'-0"

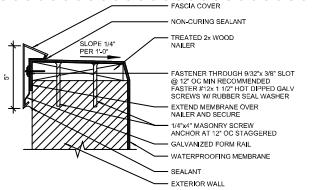
INSTALLATION NOTES:
1. ROOF PENETRATION CURB, HOOD AND CLOSURE PLATES ARE FURNISHED BY OWNER AND INSTALLED BY GENERAL CONTRACTOR
2. ALL HOOD PENETRATIONS SHALL BE THROUGH VERTICAL CLOSURE PLATES ONLY.
   - PIPING AND CONDUIT SHALL BE INSTALLED BY TRADE CONTRACTORS WITH PIPE AND CONDUIT CENTERLINES 4" ABOVE TOP OF ROOF CURB WITH MINIMUM OF 1" BETWEEN PIPE AND CONDUIT EXTERNAL SURFACE
3. GENERAL CONTRACTOR SHALL CUT AND INSTALL VERTICAL CLOSURE PLATES AFTER ALL PIPING AND CONDUITS ARE INSTALLED AND SEAL ALL PENETRATIONS AS NOTED IN DETAIL AND PROVIDE CONTINUOUS SEALANT AT PERIMETER JOINT BETWEEN CLOSURE PLATES, HOOD, CURB, AND WHERE CLOSURE PLATES OVERLAP. REF SPECS
   - EXPANDING FOAM SEALANT SHALL NOT BE USED WHERE SEALANT IS EXPOSED TO EXTERIOR
4. EXTEND EXTERIOR REFRIGERANT AND WATER LINE EXTERNAL PVC INSULATION JACKET 1" INSIDE HOOD METAL CLOSURE PLATES



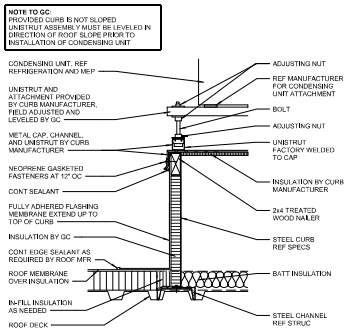
7 REFRIGERATION LINE ROOF PENETRATION
NTS



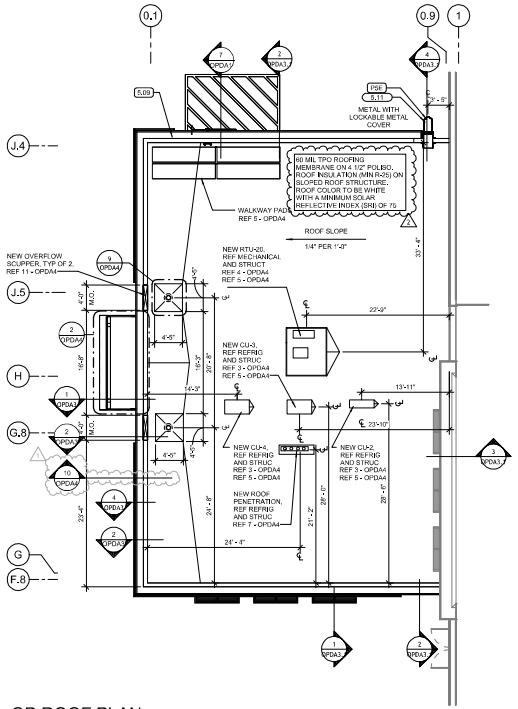
9 ROOF DRAIN DETAIL
3/16" = 1'-0"



8 EXPANSION ROOF PARAPET CAP FLASHING
3" = 1'-0"



6 CONDENSER UNIT CURB
1 1/2" = 1'-0"



1 OP ROOF PLAN
1/8" = 1'-0"

NOTE: FOR ROOF PENETRATIONS LOCATED WHERE WALKWAY PADS ARE INSTALLED, TRIM WALKWAY PADS 4" FROM EDGE OF ROOF PENETRATION FLASHING BEFORE PAD INSTALLATION.

NOTE: DO NOT INSTALL WALK WAY PADS UNTIL ROOF PENETRATION FLASHINGS ARE COMPLETE.

CENTER WALKWAY PADS ON JIB CRANE SPACED 3" APART AND 6" FROM EDGE OF ROOF OR PARAPET

JIB CRANE

PROVIDE SINGLE ROW OF WALKWAY PADS ON ACCESS SIDE OF UNIT, FIELD VERIFY LOCATION

6" FROM CURB, TYP

RCU

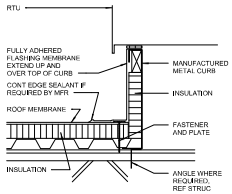
RTU

RCU

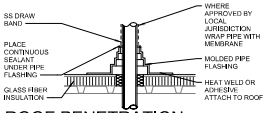
RTU

PROVIDE CRICKET AT ALL MECHANICAL EQUIPMENT, RTU'S, ETC. INSTALL ROOFING INSULATION WITH 1/2" PER FOOT SLOPE TO PROVIDE POSITIVE DRAINAGE AROUND UNITS.

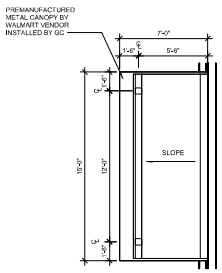
5 PAD LAYOUT (TYP ALL UNITS)
1/2" = 1'-0"



4 RTU ON CURB
1 1/2" = 1'-0"



3 ROOF PENETRATION
1" = 1'-0"



2 ASSOCIATES CANOPY PLAN
1/4" = 1'-0"

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2900 Midland Center Parkway
Suite 2000
Midland, MI 48642
P (407) 661-1900
F (407) 661-0251
CP.COM

STIPULATION FOR REUSE

CONSULTANTS

Walmart
BOYNTON BEACH, FL
2625 S FEDERAL HWY
STORE NO 05971 - 2/76
2630/347 | PROTO: 80
JOB NUMBER:

ISSUE BLOCK

1	PR#1	02/16/26
2	PR#5	10/06/26

CHECKED BY:	NS
DRAWN BY:	CG
PROTO CYCLE:	06/07/25
DOCUMENT DATE:	11/07/25

DANIEL J SUTER
STATE OF FLORIDA
DANIEL JOSEPH SUTER
AR 102245
REGISTERED ARCHITECT
10/06/26

OP ROOF PLAN

SHEET#
OPDA4

576

IMAGES (from site visit conducted 07/03/2025 and Google Maps dated 04/2024)









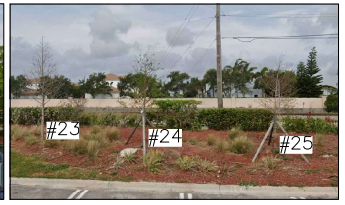












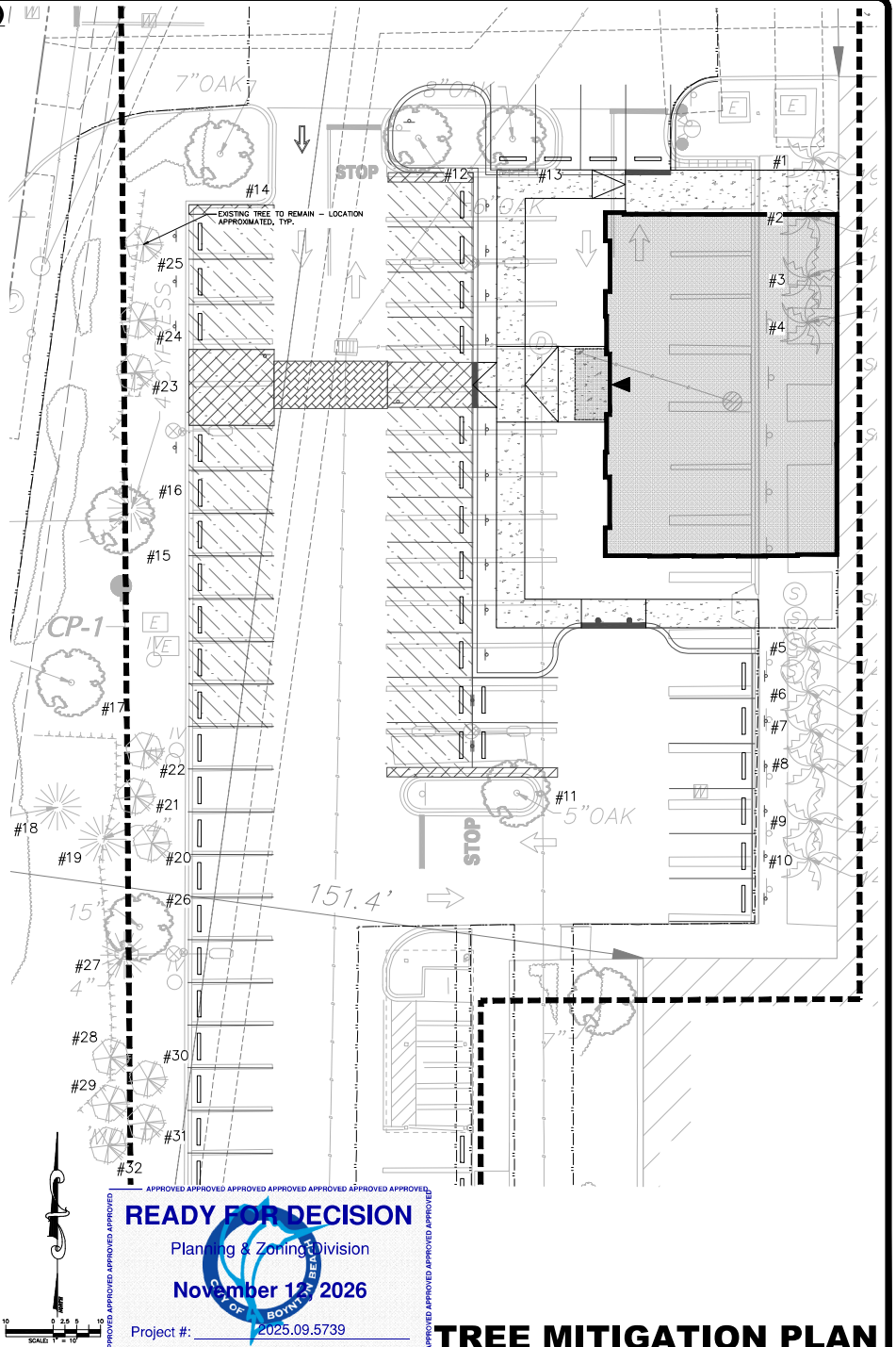




TREE MITIGATION CHART

TREE#	COMMON NAME	BOTANICAL NAME	DBH (inches)	CONDITION	DISPOSITION
1	SABAL PALM	SABAL PALMETTO	19	GOOD	RELOCATE
2	SABAL PALM	SABAL PALMETTO	19	GOOD	RELOCATE
3	SABAL PALM	SABAL PALMETTO	12	GOOD	RELOCATE
4	SABAL PALM	SABAL PALMETTO	11	GOOD	RELOCATE
5	SABAL PALM	SABAL PALMETTO	12	GOOD	REMAIN
6	SABAL PALM	SABAL PALMETTO	13	GOOD	REMAIN
7	SABAL PALM	SABAL PALMETTO	11	GOOD	REMAIN
8	SABAL PALM	SABAL PALMETTO	13	GOOD	REMAIN
9	SABAL PALM	SABAL PALMETTO	13	GOOD	REMAIN
10	SABAL PALM	SABAL PALMETTO	14	GOOD	REMAIN
11	LIVE OAK	QUERCUS VIRGINIANA	5	GOOD	REMAIN
12	LIVE OAK	QUERCUS VIRGINIANA	6	GOOD	RELOCATE
13	LIVE OAK	QUERCUS VIRGINIANA	8	GOOD	RELOCATE
14	LIVE OAK	QUERCUS VIRGINIANA	7	GOOD	REMAIN
15	LIVE OAK	QUERCUS VIRGINIANA	7	GOOD	REMAIN
16	BALD CYPRESS	TAXODIUM DISTICHUM	4	GOOD	REMAIN
17	LIVE OAK	QUERCUS VIRGINIANA	18	GOOD	REMAIN
18	BALD CYPRESS	TAXODIUM DISTICHUM	3	GOOD	REMAIN
19	BALD CYPRESS	TAXODIUM DISTICHUM	4	GOOD	REMAIN
20	LIVE OAK	QUERCUS VIRGINIANA	4	GOOD	REMAIN
21	LIVE OAK	QUERCUS VIRGINIANA	4	GOOD	REMAIN
22	LIVE OAK	QUERCUS VIRGINIANA	4	GOOD	REMAIN
23	LIVE OAK	QUERCUS VIRGINIANA	4	GOOD	REMAIN
24	LIVE OAK	QUERCUS VIRGINIANA	4	GOOD	REMAIN
25	LIVE OAK	QUERCUS VIRGINIANA	4	GOOD	REMAIN
26	LIVE OAK	QUERCUS VIRGINIANA	15	GOOD	REMAIN
27	BALD CYPRESS	TAXODIUM DISTICHUM	4	GOOD	REMAIN
28	LIVE OAK	QUERCUS VIRGINIANA	4	GOOD	REMAIN
29	LIVE OAK	QUERCUS VIRGINIANA	4	GOOD	REMAIN
30	LIVE OAK	QUERCUS VIRGINIANA	4	GOOD	REMAIN
31	LIVE OAK	QUERCUS VIRGINIANA	4	GOOD	REMAIN
32	LIVE OAK	QUERCUS VIRGINIANA	4	GOOD	REMAIN

3



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READY FOR DECISION
Planning & Zoning Division
November 12, 2026
Project #: 2025.09.5739

CITY OF BOYNTON BEACH

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

TREE MITIGATION PLAN

DEVELOPER/OWNER:
WALMART INC.
c/o WALMART PROPERTY TAX DEPARTMENT
PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC

ALERT TO CONTRACTOR:

ALL WM GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS. OUTLOT AREA TO BE KEPT FREE OF JOB TRAILERS AND STORAGE AFTER THE CONTRACT MILESTONE DATE FOR THE OUTLOT. WM GENERAL CONTRACTOR TO PROVIDE CLEAR ACCESS FOR OUTLOT CONTRACTOR TO THE SPECIFIC PARCEL AT ALL TIMES AFTER MILESTONE DATE. PURCHASER OF OUTLOT TO PROVIDE PERMIT DOCUMENTS AND SWPPP REQUIRED BY STATE/LOCAL REQUIREMENTS FOR SPECIFIC OUTLOT.

CONTRACTOR SHALL CONTACT 811 FOR LOCATION OF ALL UTILITIES, AT LEAST 72 HOURS PRIOR TO BEGINNING CONSTRUCTION

REVISIONS	BY
07-24-2026 CITY OF BOYNTON BEACH COMMENTS	1
10-08-2026 CITY OF BOYNTON BEACH COMMENTS	2
10-30-2026 PLANNING & ZONING COMMENTS	3

LANGAN

LANGAN
Langan Engineering and Environmental Services, LLC.
13485 Veterans Way, Suite 120
Jacksonville, FL 32258
T: 407.974.2900 F: 407.974.2901 www.langan.com
FBPE Master No. 00004410 | AA17012818

Digitally signed by Thomas G Mead
Date: 2026.10.21 11:49:51-04'00'

Signature THOMAS G. MEAD FLORIDA LICENSE NO. 69697 LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC. CERTIFICATE OF AUTHORIZATION NO. 00004410

Date

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

Project No. 342044901

Walmart

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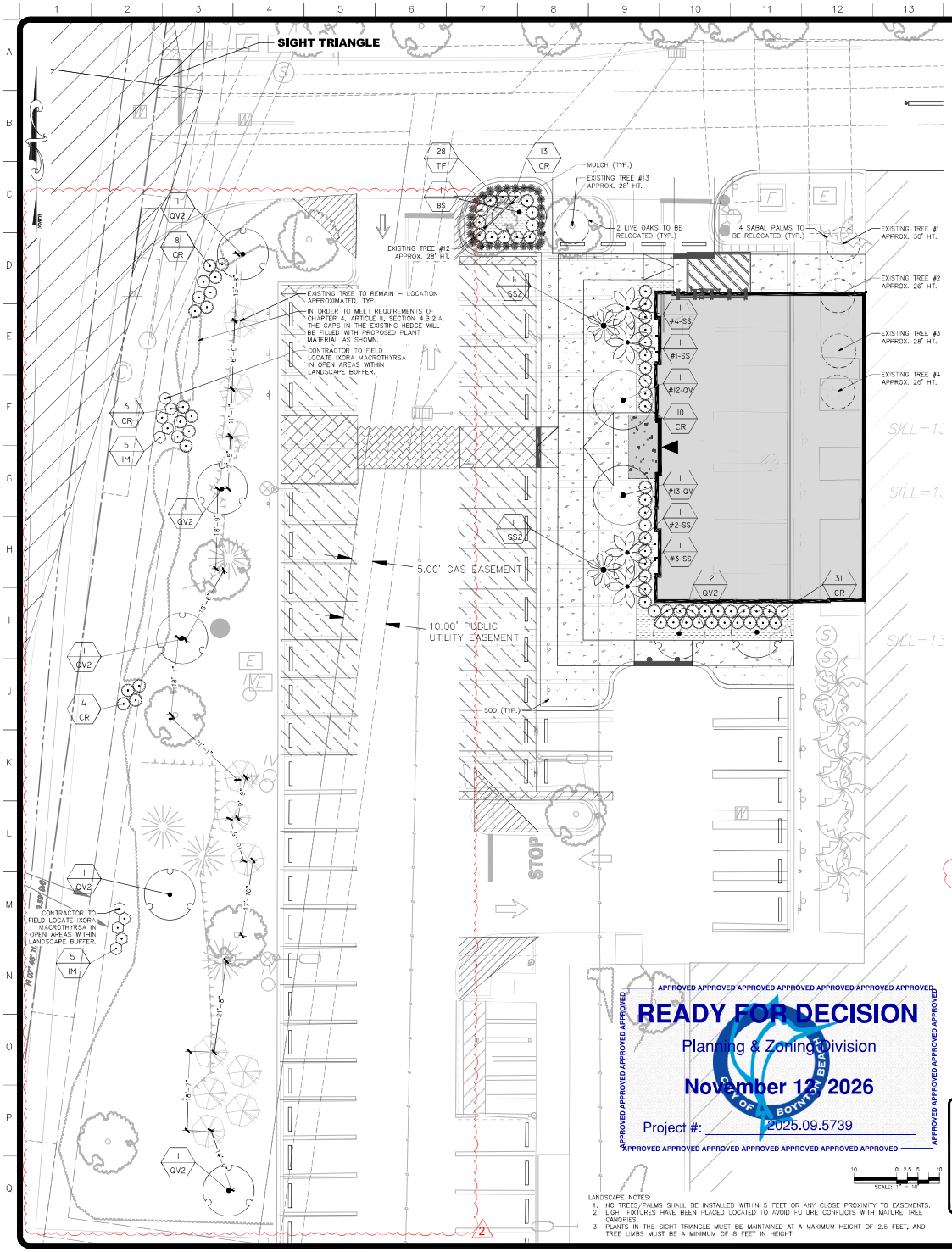
Date: 10/20/2026 Time: 16:39 User: lsnitowski Style Table: Langan.ctb Layout: TreeMitigation Document Code: 342044901-ENV04-D101-0101



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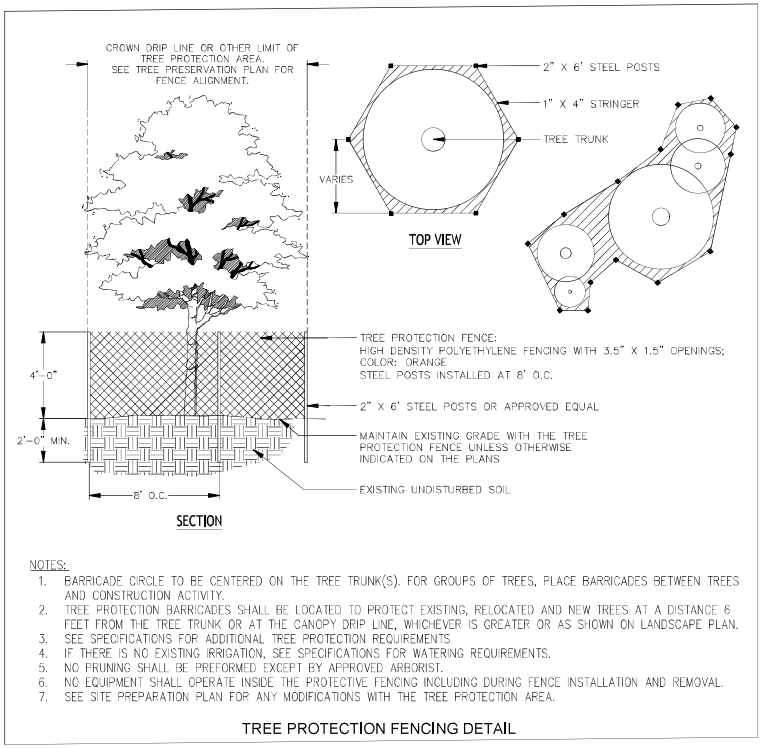
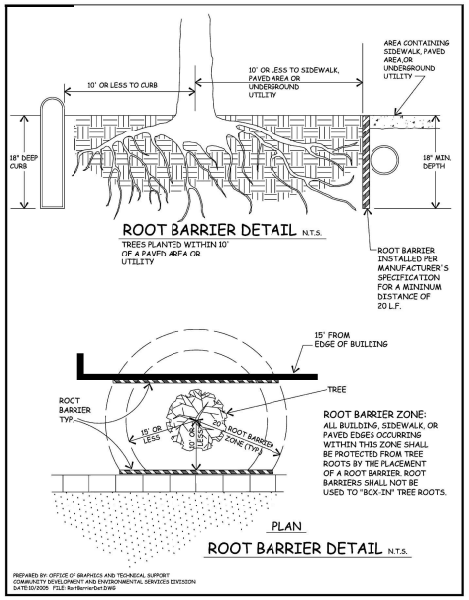
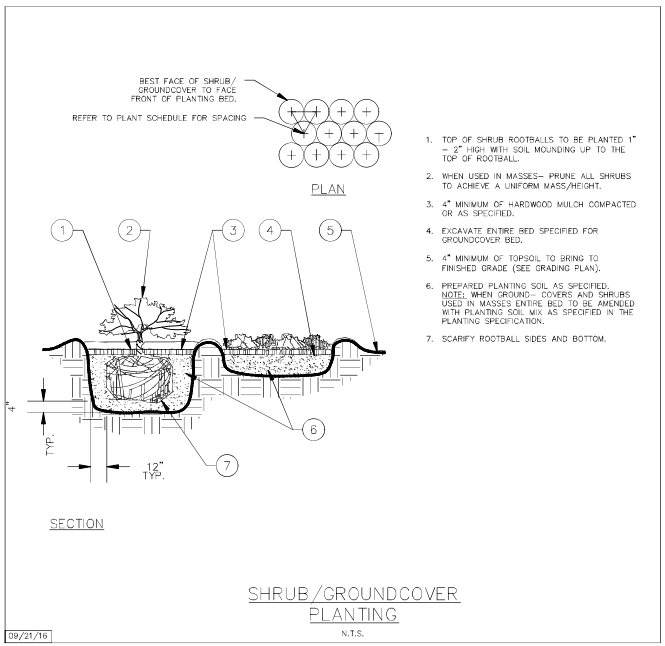


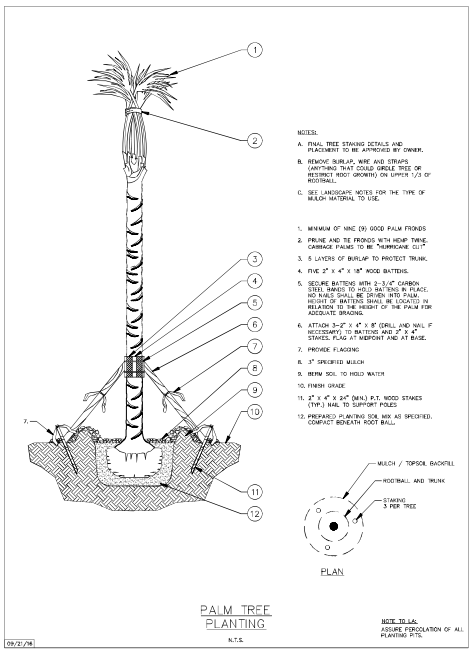
NOTES:

1. BARRICADE CIRCLE TO BE CENTERED ON THE TREE TRUNK(S). FOR GROUPS OF TREES, PLACE BARRICADES BETWEEN TREES AND CONSTRUCTION ACTIVITY.
2. TREE PROTECTION BARRICADES SHALL BE LOCATED TO PROTECT EXISTING, RELOCATED AND NEW TREES AT A DISTANCE 6 FEET FROM THE TREE TRUNK OR AT THE CANOPY DRIP LINE, WHICHEVER IS GREATER OR AS SHOWN ON LANDSCAPE PLAN.
3. SEE SPECIFICATIONS FOR ADDITIONAL TREE PROTECTION REQUIREMENTS.
4. IF THERE IS NO EXISTING IRRIGATION, SEE SPECIFICATIONS FOR WATERING REQUIREMENTS.
5. NO PRUNING SHALL BE PREFORMED EXCEPT BY APPROVED ARBORIST.
6. NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING FENCE INSTALLATION AND REMOVAL.
7. SEE SITE PREPARATION PLAN FOR ANY MODIFICATIONS WITH THE TREE PROTECTION AREA.

TREE PROTECTION FENCING DETAIL







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READY FOR DECISION

Planning & Zoning Division

November 17 2026

Project #: 2025.09.5739

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DEVELOPER/OWNER:
WALMART INC.
c/o WALMART PROPERTY TAX DEPARTMENT
PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC

LANDSCAPE NOTES AND DETAILS

REVISIONS	BY
8/27/26-2026 CITY OF BOYNTON BEACH COMMENTS	1
10/6/2026 CITY OF BOYNTON BEACH COMMENTS	2

LANGAN

LANGAN
Langan Engineering and Environmental Services, LLC.
13485 Veterans Way, Suite 120
Orlando, FL 32827
T: 407.974.2900 F: 407.974.2901 www.langan.com
FBPE Register No. 00006010/LB0001334

Digitally signed by Thomas G Ulesk
Date: 2026.10.06 16:22:30-04'00'

Project No. 342044901

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

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JOB No.
342044901
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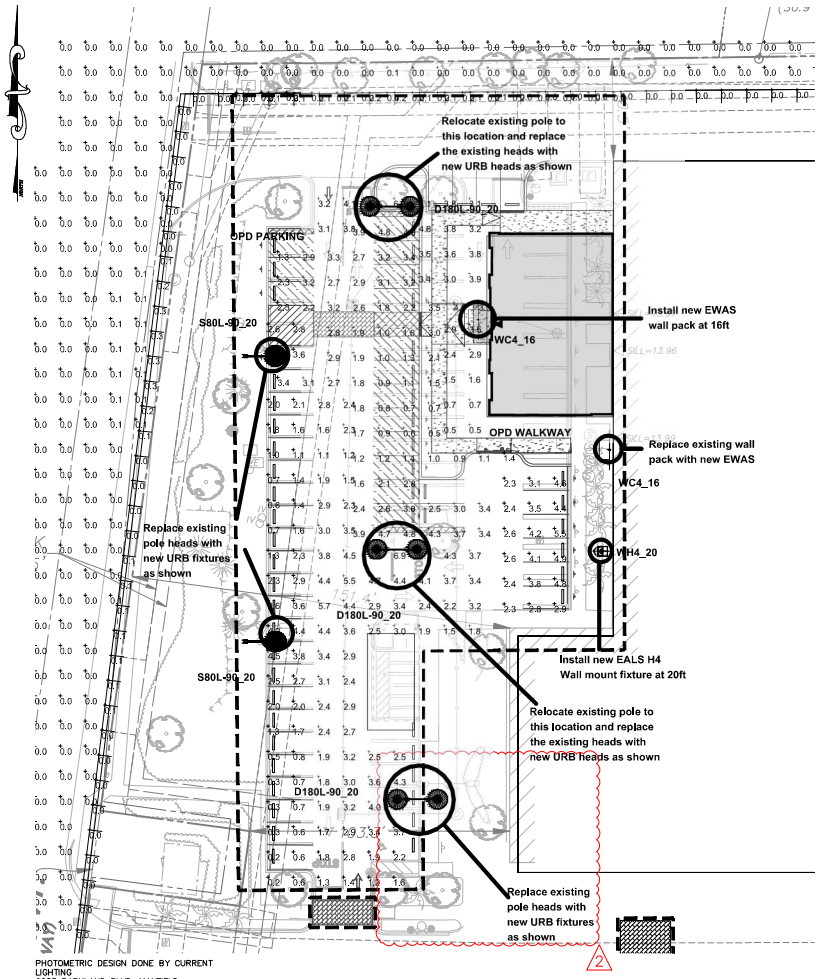

PHOTOMETRIC DESIGN DONE BY CURRENT LIGHTING
6085 PARKLAND BLVD, MAYFIELD HEIGHTS, OH 44124

DESIGNER: JOSHUA WATKINS
DATED 4/2/2026

L93 = OPERATING HOURS AT WHICH AN AVERAGE OF 93% OF INITIAL LUMENS HAVE BEEN LOST IN A TESTED POPULATION OF LED PLATFORMS. THE POPULATION STILL EMITS 93% OF INITIAL LUMENS. THE LUMINAIRE HAS NOT FAILED. IT IS STILL OPERATING WITH A REDUCED LIGHT OUTPUT.

IN COMPARISON, NON-LED LUMINAIRES ARE RATED WITH MEAN LUMENS MEASURED AT 40-50% OF RATED LIFE, DEPENDING ON TECHNOLOGY, AND RATED LIFE OF 850, WHERE 850 = OPERATING HOURS AT WHICH 50% OF A TESTED POPULATION OF LAMPS HAVE FAILED.

PROPERTY LINES BASED OFF PROVIDED LIGHTING RETROFIT SURVEY AND GOOGLE EARTH PRO. CALCULATION AREAS TREATED AS OPEN AND EMPTY. NO TREES ARE CONSIDERED IN THE DESIGN, ACTUAL VALUES MAY VARY FROM CALCULATED VALUES SHOWN.
LED STATISTICS SHOWN ARE AT 50000 HOURS L93 RATING (~12 YEARS @ 12 HRS/DAY)

NOTES:
THIS IS A REMODEL REQUEST FOR THE OPD AREA.
MATERIAL WITH "EXIST" LABEL IS ALREADY INSTALLED ON SITE AND IS INCLUDED HERE AS LIGHT CONTRIBUTION ONLY
ALL OTHER MATERIAL IS WHAT IS BEING ADDED TO INCREASE THE LIGHTING IN THE OPD PICK UP AREA PER REQUEST

ORDINANCE NOTES:
1. RELOCATED POLE LOCATIONS SHOULD NOT CONFLICT WITH MATURE TREES.
2. POLE FIXTURES ARE SET AT 20 FT. THEY ARE FULLY CUT-OFF WITH THE LIGHT PORTION RECESSED SO NOT VISIBLE OFF PREMISES.
3. THE SELECTED FIXTURE IS NOT FORMALLY CLASSIFIED OR MARKETED AS "VANDAL-RESISTANT." HOWEVER, IT DOES INCORPERATE FEATURES THAT MAY DETER VANDALISM, INCLUDING:
   A. CAST ALUMINUM HOSTING
   B. ACRYLIC OPTIC SECURED WITH TAMPER-RESISTANT TORX-HEAD SCREWS
   C. INSTALLATION HEIGHT THAT PLACES THE FIXTURE OUT OF NORMAL REACH
   D. NO ACCESS TO INTERNAL COMPONENTS WITHOUT THE USE OF TOOLS

Calculation Summary Illuminance Foot-candles					
Label	Avg	Max	Min	Avg/Min	Max/Min
Limited Parking	2.69	6.9	0.2	13.45	34.50
Off Site	0.02	0.4	0.0	N.A.	N.A.
OPD PARKING	2.90	5.5	0.6	4.83	9.17
OPD WALKWAY	2.34	4.9	0.5	4.68	9.80
PROPERTY LINE	0.01	0.3	0.0	N.A.	N.A.

2

THE MAGNITUDE OF THE DIFFERENCES BETWEEN DETAILED ANALYSIS METHODS AND FIELD MEASUREMENTS VARIES. IN GENERAL, DIFFERENCES OF LESS THAN 20% CAN BE EXPECTED, BUT IN EXTREME CASES, WHERE A CALCULATION METHOD CANNOT HANDLE THE COMPLEXITY OF THE LIGHTING SYSTEM, THEY MAY BE GREATER. A MORE COMPLETE DISCUSSION OF THE UNCERTAINTIES IS AVAILABLE.

ANSI/ IES LS-6-20
LIGHTING SCIENCE: CALCULATION OF LIGHT AND ITS EFFECTS

Luminaire Schedule								
Symbol	Qty	Label	Arrangement	LLF	Description	Arr. Watts	Arr. Lum. Lumens	BUG Rating
	2	WC4_16	SINGLE	0.837	1-EWAS010C4AF740N1FMBLCK mounted at 16ft	56	7500	B1-U0-G2
	2	S80L-90_20	SINGLE	0.900	URB-CAP-26-80L-90-3K7-UNV-4F-NRNW-PM-BLT 17ft pole on 3ft base	90.09	10523	B2-U0-G2
	3	D180L-90_20	BACK-BACK	0.900	URB-CAP-26-80L-90-3K7-UNV-4F-NRNW-PM-BLT 17ft pole on 3ft base	180.18	21046	B2-U0-G2
	1 2	WH4_20	SINGLE	0.837	1-EALS030H4AF750NDC1BLCK w/WMB-EAMT06BLCK mounted at 20ft	140	20000	B3-U0-G3

DEVELOPER/OWNER:
WALMART INC.
c/o WALMART PROPERTY TAX DEPARTMENT
PO BOX 8050 MS 0555
BENTONVILLE, AR 72716

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

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READY FOR DECISION
Planning & Zoning Division
November 12, 2026
Project #: 2025.09.5739
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SCALE: 1 INCH = 20 FEET

PHOTOMETRIC PLAN

REVISIONS	BY
07-24-2026 CITY OF BOYNTON BEACH COMMENTS	1
10-06-2026 CITY OF BOYNTON BEACH COMMENTS	2

LANGAN
Langan Engineering and Environmental Services, LLC.
13485 Veterans Way, Suite 120
Orlando, FL 32827
T: 407.974.2600 F: 407.974.2601 www.langan.com
FBPE Registry No. 00006512, EB7100, LB8558

STATE OF FLORIDA PROFESSIONAL ENGINEER No 76917 JASON P. GRADEN
10/06/26

CUHACI PETERSON
2900 Medlock Center Parkway Suite 4070 Alpharetta, GA 30009
P (407) 661-9100 F (407) 661-9101

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

Walmart

DRAWN LL
CHECKED TM
DATE 26 AUGUST 2026
SCALE AS NOTED
JOB No. 342044901
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Project No. 342044901

© 2025 Langan

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READY FOR DECISION

Planning & Zoning Division

November 12, 2026

Project #: 2025.09.5739

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100 SALES

WALLS
- GYP BD: PATCH AND REPAIR DAMAGED AND PAINT TO STRUCTURE, REF A1 FOR PAINT.
- INSTALL P57 WAINSCOT AND DB5 BASE UNO, EXTEND WAINSCOT AND BASE AT EXPOSED WALL TO NEAREST MERCHANDISE RACK, REF 3-A3
- CMU: REF A1 FOR PAINT, WHERE BASE IS EXISTING, IT IS ETR

FLOOR
- REF FLOOR FINISH PLAN A1.1

CEILING
- REF SHEET SA1 FOR CEILING SCHEDULE
- REMOVE ANY UNUSED ELECTRICAL DROPS THROUGHOUT SALES FLOOR.
- ADD LIGHTING TO SOFFITS GREATER THAN 24" ABOVE BREAD WALL, IF EXISTING LIGHTING IS NON-LED, REPLACE WITH LED

COLUMNS
- REF DETAILS 2-A1

REPAIR / REMOVE / REPLACE
- REPLACE DAMAGED OUTLETS; NON-ALMOND TO MATCH EXISTING COLOR, REPLACE ALMOND WITH WHITE
- REPLACE CUSTOMER VISIBLE ALMOND OUTLETS WITH WHITE
- REPLACE DAMAGED AND CUSTOMER VISIBLE OUTLET COVER PLATES WITH BRUSHED STAINLESS STEEL, INCLUDING BLANK PLATES, INCLUDING COLUMNS
- CLEAN OR REPLACE DAMAGED DIFFUSERS AND RETURNS AS REQ'D
- REPLACE DAMAGED PARTS OF IMPACT DOORS

SHEET NOTES

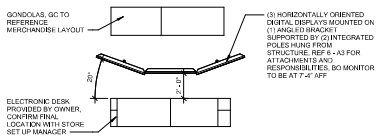
1. ENSURE ALL EXISTING WALL STANDARDS AND HALF GONDOLAS TO REMAIN ARE SECURE TO WALL
2. RELOCATE AND/OR INSTALL PREFABRICATED CASH WRAPS(S) FOR CHECKOUTS AND SERVICE COUNTERS
   - CAULK BASE TO FLOOR WHEN LOCATION IS FINALIZED
3. RELOCATION AND SETUP OF GONDOLAS AND/OR RACKING AS INDICATED ON FXS SHEETS WILL BE PERFORMED BY OTHERS
   - ANCHORING OF UPRIGHTS TO BE PERFORMED BY GC
4. 8' PRICE READERS, FIRE EXTINGUISHERS, PAPER TOWEL DISPENSERS, ETC ARE STRAPPED TO COLUMNS ON SALES FLOOR, REMOVE AND REINSTALL USING SCREWS, STRAPPED ATTACHMENT TO REMAIN AT BRACE FRAMED COLUMNS, REF SHEET SA1 FOR BID ALLOWANCE

KEYNOTES

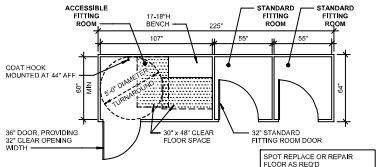
10.44	PROVIDE TACTILE "EXIT" SIGN, REF N1.

COLOR LEGEND

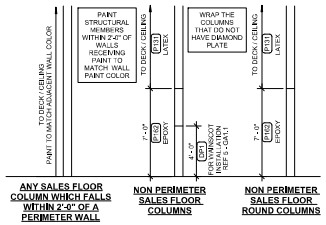
DP1	ALUMINUM DIAMOND (TREAD) PLATE
P131	WHITE FLOUR SW#7102
P162	PEPPERCORN SW#7674
P209	PASSIVE GRAY SW#7064



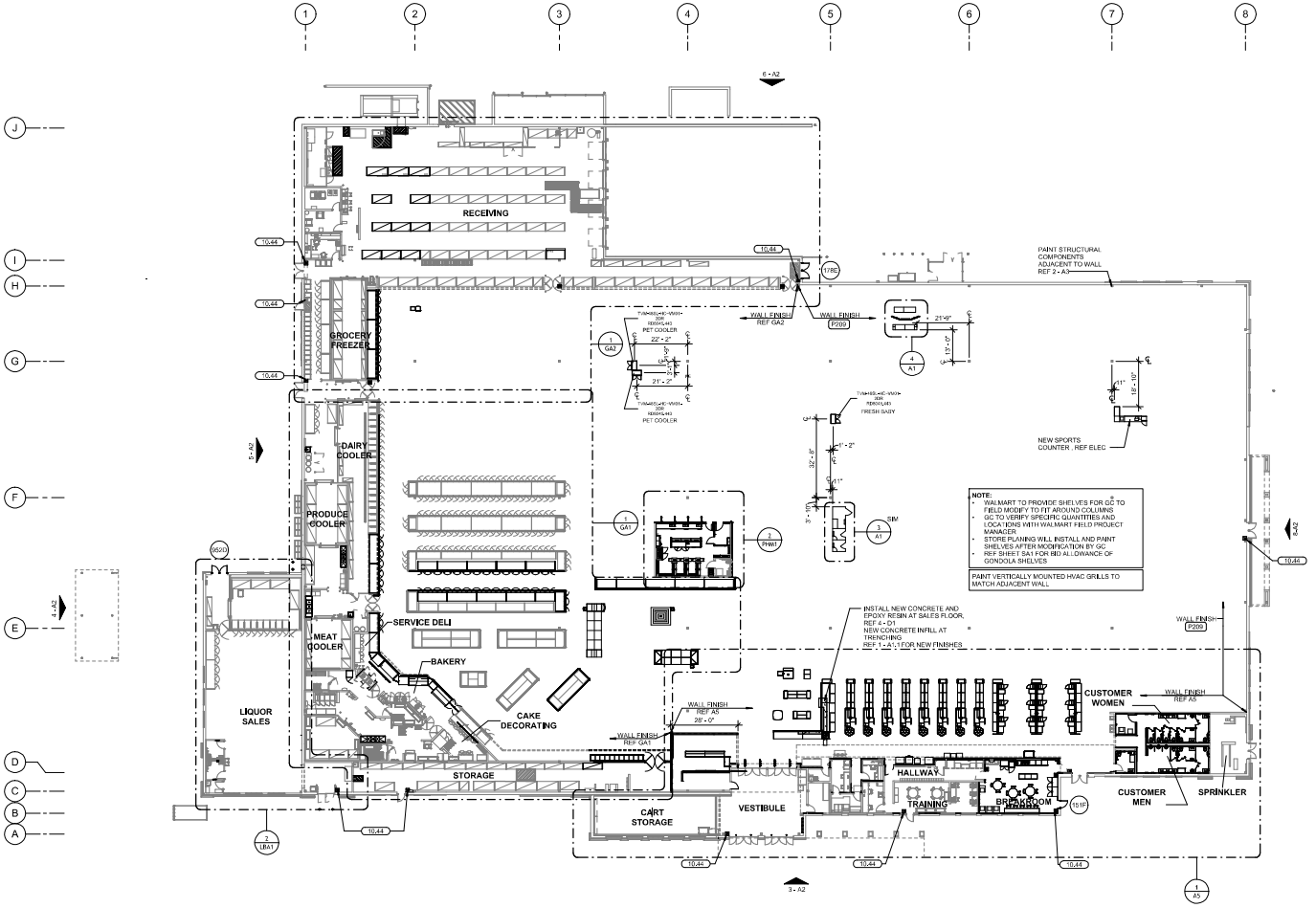
4 ENLARGED ELECTRONIC DESK PLAN
1/4" = 1'-0"



3 FITTING ROOM PLAN
1/4" = 1'-0"



2 COLUMN COLORS
1/4" = 1'-0"



1 FLOOR PLAN
1" = 20'-0"

CUHACI PETERSON
2601 Maitland Center Parkway
Suite 2000
Maitland, FL 32751
P (407) 661-0100
F (407) 661-0101
CA 26000

STIPULATION FOR REUSE

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CONSULTANTS

Walmart
BOYNTON BEACH, FL
2835 S. FEDERAL HWY
STORE NO: 05911 - 2276
JOB NUMBER: 2026034.7 PROTO: 90

ISSUE BLOCK

CHECKED BY:	MD/AV/GG
DRAWN BY:	PD
PROTO CYCLE:	09/27/25
DOCUMENT DATE:	11/07/25

NOT FOR CONSTRUCTION

FLOOR PLAN

SHEET: A1

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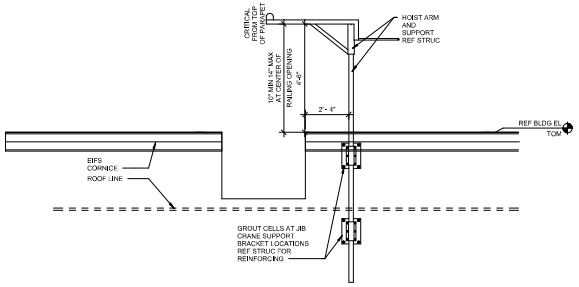
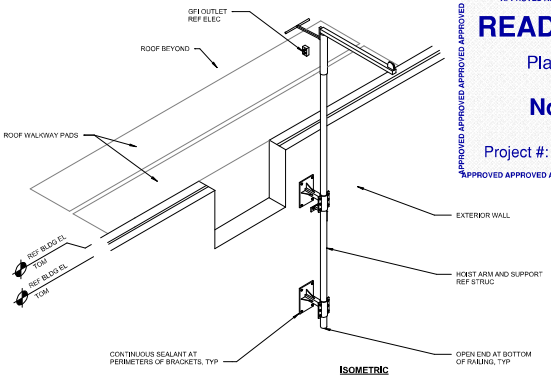


ELEVATION



ISOMETRIC

7 JIB CRANE ASSEMBLY
3/8" = 1'-0"

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READY FOR DECISION
Planning & Zoning Division
November 12, 2026
Project #: 2025.09.5739
CITY OF BOYNTON BEACH

946 PICKUP STORAGE

WALLS
- INTERIOR: CMU WALLS, NO FINISH
- EXTERIOR: REF SHEET OPA2 FOR FINISHES

FLOOR
- NEW CONCRETE SLAB, REF STRUCTURAL FOR THICKNESS

CEILING
- OPEN TO STRUCTURE U.N.O

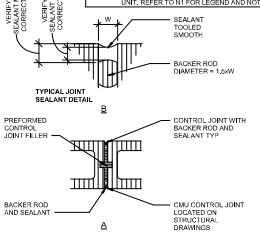
LEGEND

EXISTING PARTITION OR WALL TO REMAIN

CMU WALL (NEW)

KEYNOTES

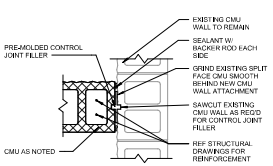
5,11	STEEL LADDER
5,57	32" STAINLESS STEEL BOLLARD, 4" OD FURNISHED BY OWNER, INSTALLED BY GC
10,44	PROVIDE TACTILE "EXIT" SIGN, REF N1.
16,05	INSTALL INSECT CONTROL UNIT TYPE NOTED BESIDE UNIT, REFER TO N1 FOR LEGEND AND NOTES.



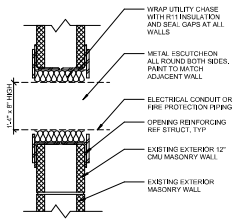
6 CONTROL JOINT
1 1/2" = 1'-0"

SHEET NOTES

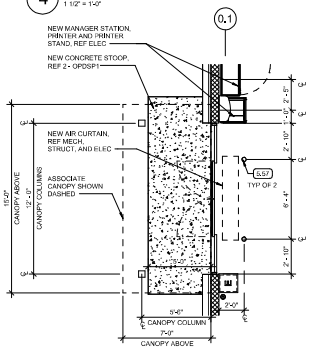
1. ALL STEEL RACKS TO BE FURNISHED BY WALMART AND ANCHORED BY CONTRACTOR
   A. REF RACK ANCHORAGE PLAN FOR STEEL RACK AND/OR GONDOLA SHELVING FIXTURE ANCHORING REQUIREMENTS
2. REPAIR BOLT HOLES AND SPALLS RESULTING FROM MERCHANDISE FIXTURE AND OR STORAGE RACK RELOCATION OR REMOVAL, REF SPECS
   A. FILL ALL BOLT HOLES AND SPALLS RESULTING FROM FIXTURE AND OR STORAGE RACK RELOCATION OR REMOVAL IN NON CUSTOMER ACCESSIBLE AREAS WITH NON SHRINK GROUT
3. STUD WALL DIMENSIONS ARE TO THE FACE OF THE STUDS
4. WALLS AND INFILL OF EXISTING OPENINGS ARE TO MATCH THE CONSTRUCTION AND FINISHES OF ADJACENT EXISTING WALLS
5. ROUTE ALL UTILITY SERVICE LINES, PIPES AND CONDUIT, WITHIN EXISTING ADJACENT STUD WALLS WHEREVER POSSIBLE
   A. ON COOLER/FREEZER PANELS IN FOOD PREP AREAS WHERE UTILITIES MUST BE EXPOSED, CONTRACTOR TO HAVE THE OPTION OF THE FOLLOWING:
      a. SURFACE MOUNT UTILITIES WITH NON-CORROSIVE ANCHORS; SEAL BOTH SIDES OF PIPE/CONDUIT TO PANEL CONTINUOUSLY WITH SEALANT
      b. INSTALL UTILITIES 1/2" OFF FACE OF PANEL TO ALLOW FOR CLEANING; USE ONLY NON-CORROSIVE ANCHORS; APPLY CONT SEALANT ALONG EDGES AND JOINTS
      c. COVER UTILITIES WITH 20 GA SS BENT PLATES MOUNTED TO WALL WITH NON-CORROSIVE ANCHORS; APPLY CONT SEALANT ALONG EDGES AND JOINTS
6. RELOCATION AND SETUP OF GONDOLAS AND/OR RACKING AS INDICATED ON FXS SHEETS WILL BE PERFORMED BY OWNER
   A. ANCHORING OF UPRIGHTS TO BE PERFORMED BY GENERAL CONTRACTOR
   B. ON SPECIAL PROJECTS, RELOCATION AND SETUP OF GONDOLAS AND/OR RACKING AS INDICATED ON THIS SHEET WILL BE PERFORMED BY GC
7. LOCATE ALL 44" DEEP RACKS 6" MIN FROM WALLS AND COLUMNS UNO
8. LOCATE ALL RACKS LESS THAN 44" DEEP 3" MIN FROM ALL WALLS AND COLUMNS UNO



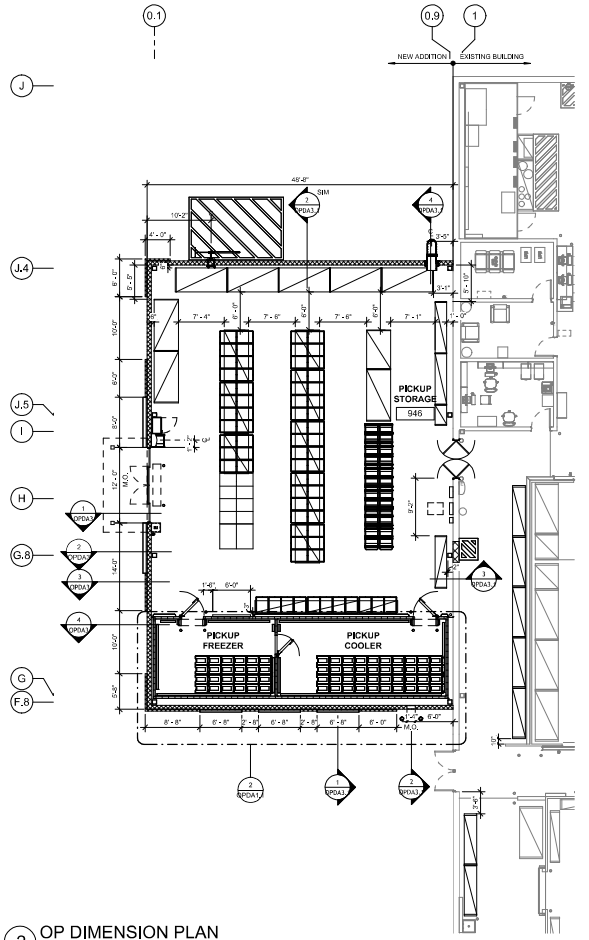
5 CONTROL JOINT
1" = 1'-0"



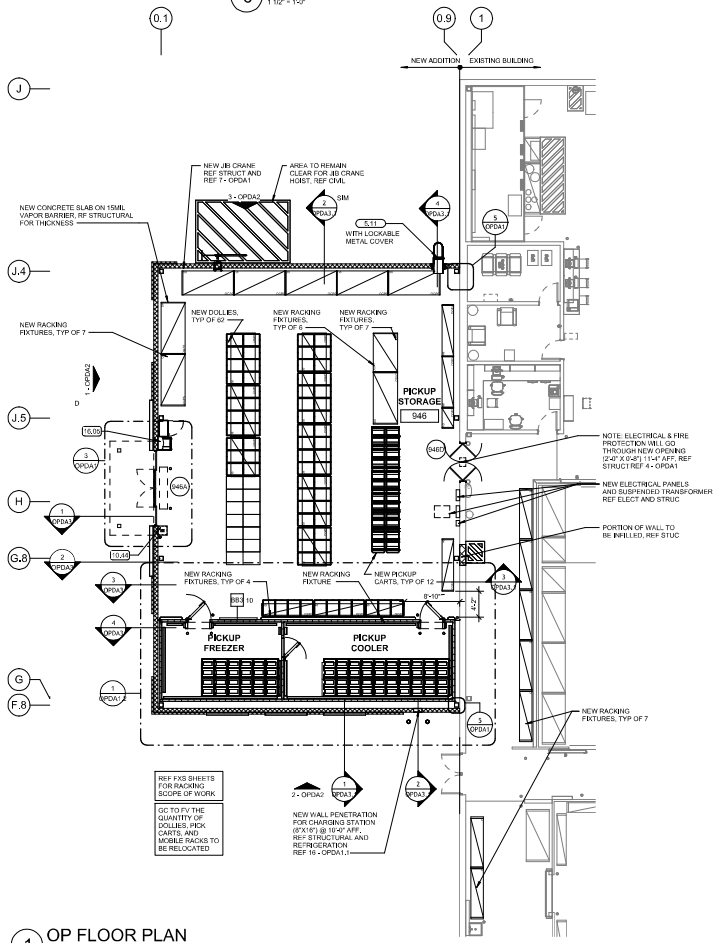
4 EXPANSION MOD WALL PENETRATION
1 1/2" = 1'-0"



3 ENLARGED ENTRY PLAN
1/4" = 1'-0"



2 OP DIMENSION PLAN
1/8" = 1'-0"



1 OP FLOOR PLAN
1/8" = 1'-0"

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DOCUMENT DATE:	11/07/25

NOT FOR CONSTRUCTION

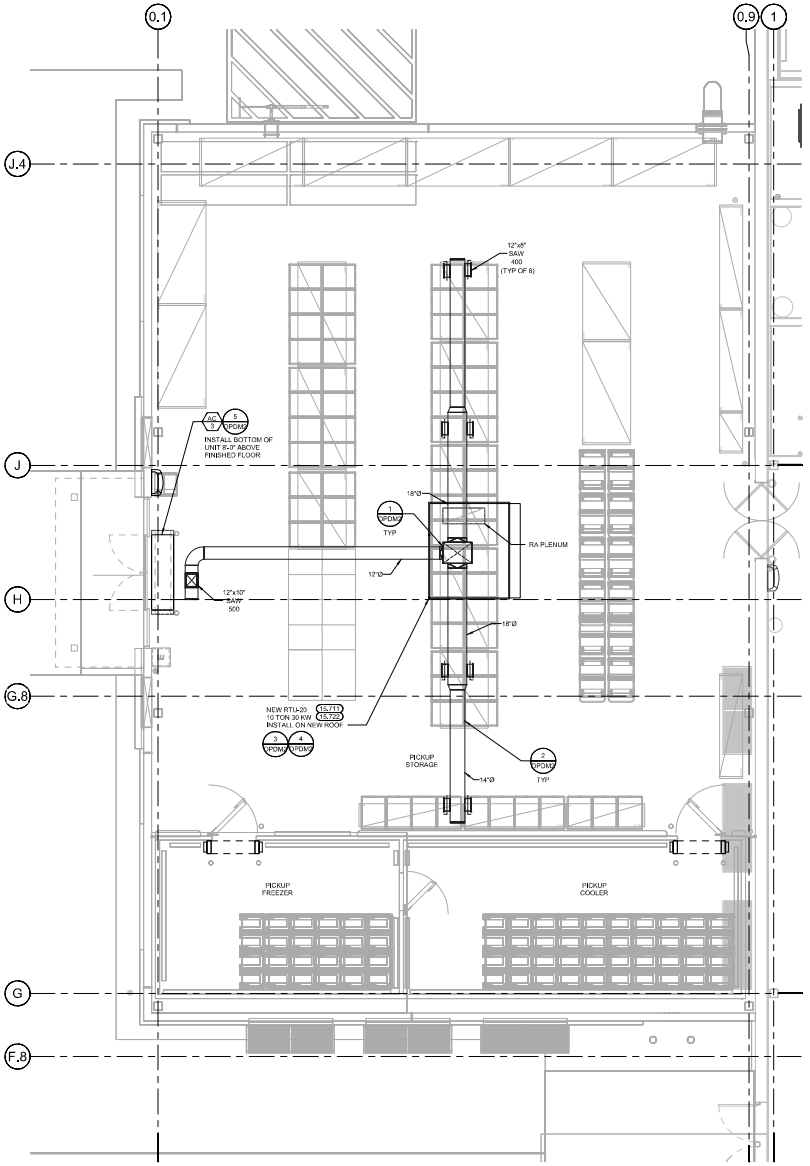
ENLARGED PICKUP PLANS

SHEET: OPDA1

582

KEYNOTES

15.711	REFER TO ARCHITECTURAL ROOF PLAN AND STRUCTURAL PLANS FOR DETAILS OF ROOF CURB INSTALLATION.
15.722	COORDINATE DUCT PENETRATIONS THROUGH ROOF, AND ROUTING OF DUCTWORK WITH CONDUITS, FIRE PROTECTION PIPING, LIGHTS AND STRUCTURE.



1 OGP MECHANICAL PLAN
1/4" = 1'-0"

EXISTING CONDITIONS WERE TAKEN FROM ORIGINAL DRAWINGS AND MAY NOT REFLECT EXACT "AS-BUILT" CONDITIONS. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO SUBMITTING FINAL BIDS. CONTRACTOR SHALL CAREFULLY COORDINATE NEW WORK AND DEMOLITION WITH ALL OTHER DISCIPLINES AND EXISTING CONDITIONS.

EACH SUBCONTRACTOR IS RESPONSIBLE FOR HAVING A THOROUGH KNOWLEDGE OF ALL DRAWINGS AND SPECIFICATIONS IN THEIR RELATED FIELD. THE FAILURE TO ACQUAINT THEMSELF WITH THIS KNOWLEDGE DOES NOT RELIEVE THE RESPONSIBILITY OF PERFORMING THE WORK PROPERLY. NO ADDITIONAL COMPENSATION SHALL BE ALLOWED BECAUSE OF CONDITIONS THAT OCCUR DUE TO FAILURE TO FAMILIARIZE WORKERS WITH THIS KNOWLEDGE.

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READY FOR DECISION
Planning & Zoning Division
November 13, 2026
Project #: 2025.09.5739
APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

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DOCUMENT DATE:	11/07/25

This item has been digitally signed and sealed by Jose A. Diaz-Velazquez on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
2026.01.07 14:05:40-05'00'

JOSE I. DIAZ-VELAZQUEZ LICENSE No. 78474 STATE OF FLORIDA PROFESSIONAL ENGINEER

ENLARGED MECHANICAL PLANS

SHEET: OPDM1.1

583

AIR CURTAIN SCHEDULE OP

MARK	AREA SERVED	MANUFACTURER	MODEL	WEIGHT (LBS)	FAN MOTOR QTY	FAN MOTOR HP	FAN MOTOR VOLTS	FAN MOTOR PH	ELECTRICAL DATA FLA	ELECTRICAL DATA MCA	ELECTRICAL DATA MOCP	NOTES
AC 3	OOP	BERNER POWERED AIRE	CHD120-2072A ETA 2-72	169	2	0.75	120	1	13.0	16.3	20	A, H, I, K, M

GENERAL INFORMATION (ALL DEVICES):
1. PROVIDE A DEDICATED ELECTRICAL CIRCUIT FOR EACH AIR CURTAIN WHEN MULTIPLE AIR CURTAINS ARE INSTALLED AT A SINGLE OPENING.

NOTES:
A. FURNISH WITH FACTORY MOUNTED NON-FUSED TOGGLE DISCONNECT SWITCH LOCATED ON TOP OF AIR CURTAIN.
B. FURNISH WITH MANUFACTURER'S 120V PHOTOELECTRIC SENSOR SWITCH, SENSOR REFLECTOR, AND REQUIRED ACCESSORIES TO ENERGIZE ALL AIR CURTAINS AT EACH DOOR ON HIGH SPEED WHEN DOOR OPENS AND DE-ENERGIZE AIR CURTAINS WHEN DOOR CLOSES.
C. UNIT SHALL BE TOP MOUNTED. FOR CURTAIN INSTALLATIONS NOT DETAILED ON ARCHITECTURAL DRAWINGS, SUSPEND CURTAINS FROM UNISTRUT INSTALLED BELOW DOOR TRACK AND SPANNING ENTIRE DOOR OPENING AS REQUIRED. SUPPORT UNISTRUT FROM STRUCTURE.
D. AS REQUIRED, ALL OPENINGS WITH TWO AIR CURTAINS TO BE FURNISHED WITH A FIELD MOUNTED AND WIRED RELAY TO ALLOW FOR ONE SWITCH TO ACTIVATE TWO AIR CURTAINS.
E. BERNER UNIT SHALL BE FURNISHED WITH FACTORY INSTALLED SINGLE-PHASE CONTROL PANEL, LEFT END.
F. BERNER UNIT SHALL BE FURNISHED WITH TANDEM PERFORMANCE KITS.
G. BERNER UNIT SHALL BE FURNISHED WITH FACTORY INSTALLED INTELLISWITCH DIGITAL CONTROLLER.
H. FURNISH WITH A FIELD MOUNTED AND WIRED 24V MAGNETIC LIMIT DOOR SWITCH AND TIME DELAY TO ENERGIZE AIR CURTAIN WHEN DOOR OPENS AND CONTINUE OPERATION FOR 60 SECONDS AFTER DOOR CLOSES.
I. FURNISH WITH MANUFACTURER'S WALL MOUNTING PLATE FOR INSTALLATION ABOVE DOOR OPENING WITH BOTTOM OF UNIT FLUSH WITH TOP OF DOOR. IF AIR CURTAIN MUST BE OFFSET TO CLEAR DOOR HARDWARE OR OTHER OBSTRUCTION, UNIT SHALL BE TOP MOUNTED AND SUPPORTED FROM STRUCTURE. REFERENCE MECHANICAL AIR CURTAIN INSTALLATION DETAIL.
J. INSTALL BOTTOM OF AIR CURTAIN NO HIGHER THAN 8'-0" AFF. INSTALL PER MANUFACTURER'S INSTRUCTIONS.
K. AIR CURTAIN SHALL BE TESTED IN ACCORDANCE WITH ANSI/AMCA 220.
L. UNITS SHALL BE BLACK IN COLOR.
M. UNIT SHALL BE FURNISHED WITH FACTORY INSTALLED FAN SPEED CONTROL ON BOTTOM OF UNIT WITH TAMPER PROOF COVER.
N. UNIT SHALL BE FIELD WIRED FOR CONTINUOUS OPERATION. REFERENCE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

ROOFTOP UNIT SCHEDULE (LENNOX)

ALL PRODUCTS ON THIS SCHEDULE ARE FURNISHED BY OWNER AND INSTALLED BY CONTRACTOR. REFER TO SPECIFICATIONS.

MARK	AREA SERVED	MODEL	NOMINAL CAPACITY (TONS)	SUPPLY FAN CFM	SUPPLY FAN HP	SUPPLY FAN ESP (IN.)	SUPPLY FAN MOTOR TYPE	SUPPLY FAN OPERATION	DCV MIN O/A CFM	MIN O/A CFM	EFFICIENCY SEER2	EFFICIENCY EER/ EER2	EFFICIENCY IEER	HEATING TYPE GAS HEAT INPUT (MBH)	HEATING TYPE ELEC HEAT INPUT (KW)	SMOKE DETECTOR LOCATION	ELECTRICAL VOLTS	ELECTRICAL MCA	ELECTRICAL MOCP	SCCR	WEIGHT (LB)	MECH NOTES
RTU 20	OOP	SCH120HSE17C	10	3700	2.00	0.59	DIRECT DRIVE	AUTO	0	370	—	12.0	15.6	—	30	SA	480	45.6	60	35K	1616	E, H, J, L

GENERAL INFORMATION (ALL UNITS):
1. UNITS ARE 3 PHASE, 60 HERTZ, UNITS MUST BE UL OR ETL AS WELL AS AGA APPROVED. UNITS BELOW 225 MBH MINIMUM AFUE: 80%, UNITS EQUAL TO OR GREATER THAN 225 MBH MINIMUM AFUE: 81%.
2. OUTSIDE AIR IS CONDITIONED THROUGH THE AIR HANDLING UNITS FOR THE SALES FLOOR AREA AND THROUGH THE ROOFTOP UNITS AS SCHEDULED ABOVE IN ACCORDANCE WITH ASHRAE 62.1.
3. FURNISHED WITH FACTORY INSTALLED SMOKE DETECTORS. SMOKE DETECTORS ARE NOT REQUIRED IN UNITS SUPPLYING OVER 2000 CFM THAT ARE NOT CAPABLE OF SPREADING SMOKE BEYOND THE ENCLOSING WALLS, FLOORS AND CEILINGS FOR THE ROOM OR SPACE IN WHICH THE SMOKE IS GENERATED PER IMC SECTION 606.2.
4. REFRIGERANT R-454B.
5. FURNISHED WITH FACTORY INSTALLED HACR-TYPE RATED CIRCUIT BREAKER.
6. SINGLE POINT POWER AND GAS ENTRY CONNECTIONS.
7. ROOF CURB AND ANCHOR BRACKETS FURNISHED BY OWNER, INSTALLED BY CONTRACTOR. REFER TO SPECIFICATIONS AND HVAC RESTRAINT BRACKET DETAIL.
   NEW AND RETRO CURB WEIGHTS (LBS): 3 & 5 TON = 225, 10 TON = 235, 20 TON = 360. CURB ADAPTER WEIGHTS (LBS): 3 & 5 TON = 250, 10 TON = 260, 20 TON = 380.
8. FURNISHED WITH FACTORY INSTALLED HIGH PERFORMANCE, FULLY MODULATING ECONOMIZER.
9. FURNISHED WITH FACTORY INSTALLED CONVENIENCE RECEPTACLE.
10. MULTI-STAGE COOLING UNITS ARE PROVIDED WITH MULTI-STAGE SUPPLY AIR VOLUME (MSAV) TECHNOLOGY FOR PART-LOAD OPERATION ENERGY SAVINGS.
11. FURNISHED WITH 2 INCH, MERV 8 (MINIMUM EFFICIENCY REPORTING VALUE) AIR FILTER. CONTRACTOR TO COORDINATE WITH FILTER COMPANY FOR INSTALLATION OF MERV 8 FILTER AND PRIME PRIOR TO TEST AND BALANCE. REFER TO FILTER FRAME BOX NOTE FOR ADDITIONAL INFO.
12. FURNISHED WITH FACTORY INSTALLED RTU CONTROLLER. REFER TO SCHEDULE NOTES FOR BAS SUPPLIER SPECIFIC REQUIREMENTS.
13. FURNISHED WITH TEMPERATURE SENSOR (94-66) UNLESS AVERAGING OR OVERRIDE SENSOR IS SPECIFIED. REFER TO SCHEDULE NOTES FOR UNIT-SPECIFIC SENSORS.

NOTES:
A. DEMAND CONTROL VENTILATION (INDOOR AIR QUALITY) UNIT FURNISHED WITH CO2 SENSOR (23V86), CO2 SENSOR INSTALLED BY BAS CONTRACTOR. REFER TO BAS SHEETS.
   EXTERNALLY LABEL UNIT "IAQ" IN 3" RED LETTERS. REFER TO SPECIFICATIONS.
B. DEMAND CONTROL VENTILATION (VENTILATION RESET) UNIT FURNISHED WITH CO2 SENSOR (23V86), CO2 SENSOR INSTALLED BY BAS CONTRACTOR. REFER TO BAS SHEETS.
C. FURNISHED WITH OVERRIDE: TEMPERATURE SENSOR (50L60), INSTALLED BY BAS CONTRACTOR. CONTRACTOR TO CONFIGURE SENSOR TO ALLOW +/-4°F USER SPACE SETPOINT ADJUSTMENT. REFER TO MANUFACTURER'S INSTRUCTIONS.
D. FURNISHED WITH AVERAGING TEMPERATURE KIT (23M20). INSTALLED BY BAS CONTRACTOR.
E. FURNISHED WITH HUMIDITY SENSOR (17M50) AND FACTORY INSTALLED HUMIDITROL REHEAT COIL. HUMIDITY SENSOR INSTALLED BY BAS CONTRACTOR.
F. FURNISHED WITH INSULATED PANEL BASE AND ALIGNMENT BRACKETS FOR MOUNTING TO EXISTING LENNOX "L" SERIES CURB WITH OUT A CURB ADAPTER. CONTRACTOR TO FOLLOW MANUFACTURER'S INSTALLATION INSTRUCTIONS.
G. FURNISHED WITH VERTICAL VENT EXTENSION KIT WITH VENT CAP LOCATED JUST ABOVE TOP SURFACE OF UNIT.
H. FURNISHED WITH KEY ACTIVATED REMOTE SMOKE DETECTOR TEST STATION INSTALLED BY MECHANICAL CONTRACTOR.
I. FURNISHED WITH FACTORY INSTALLED BAROMETRIC RELIEF DAMPER.
J. FURNISHED WITH FACTORY APPLIED CORROSION INHIBITING TREATMENT TO CONDENSER AND EVAPORATOR COILS AND PAINTED CABINET INTERIOR (WITHIN 1 MILE).
K. FURNISHED WITH FACTORY APPLIED CORROSION INHIBITING TREATMENT TO CONDENSER COIL (1-5 MILES).
L. FURNISHED WITH FACTORY INSTALLED CONDENSATE DRAIN PAN FLOAT SWITCH KIT.
M. FURNISHED WITH PROPANE CONVERSION KIT, INSTALLED BY MECHANICAL CONTRACTOR.
N. FURNISHED WITH FACTORY INSTALLED STAINLESS STEEL HEAT EXCHANGER.

HIGH ALTITUDE NOTE:
GAS INPUTS SHOWN ARE BASED UPON A GAS HEATING VALUE OF 1000 BTU/CUBIC FOOT AND SEA LEVEL ELEVATION.
EQUIPMENT FOR THIS SITE SHALL BE DERATED FOR A GAS HEATING VALUE OF XXX BTU/CUBIC FOOT AND XXXX FEET ABOVE SEA LEVEL.

AHRI Directory of Certified Product Performance

AHRI Reference #: 216031874

MODEL DETAILS

AHRI Reference # :	216031874
Brand Name :	LENNOX
Series Name :	STRATEGOS
Model Number :	SCI1120I I5M**CJ
Indoor Unit Model Number :	

AHRI CERTIFIED RATINGS

Cooling Capacity 95F/Cooling Capacity 95F at 230v :	120000
EER 95F/EER 95F at 230v :	12.00
Heating Capacity 47F/Heating Capacity 47F at 230v :	
COP 47F/COP 47F at 230v :	
Heating Capacity 17F/Heating Capacity 17F at 230v :	
COP 17F/COP 17F at 230v :	
IEER/IEER at 230v :	15.6

OTHER RATINGS

Full Load Indoor Coil Air Quantity (scfm) :	3800

ADDITIONAL MODEL INFORMATION

Model Status :	Active
AHRI Type :	SP-A
Hertz :	60
Refrigerant Type :	R-454B
Sold In? :	USA, Canada, Outside USA and Canada
ENERGY STAR ® Certified? :	No
Is Rerated :	No

Terms | The AHRI Certification Program | Search Standards | Homeowners | Contractors and Specifiers 4.29.00

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READY FOR DECISION

Planning & Zoning Division

November 12, 2026

Project #: 2025.09.5739

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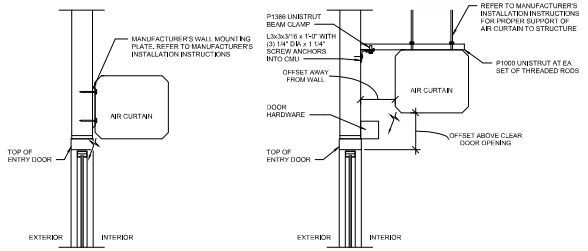
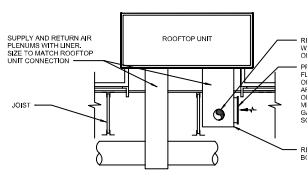
NOTE: AIR CURTAIN IS REQUIRED TO BE INSTALLED 38 INCH (BERNER) OR 10 INCH (POWERED AIRE) AWAY FROM WALL FOR EVERY INCH ABOVE CLEAR DOOR OPENING



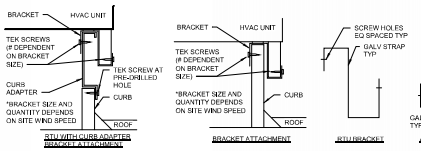
NOTES:
1. ENSURE AIR CURTAIN INSTALLATION ALLOWS PROPER DOOR OPERATION, AIR CURTAIN AIRFLOW, AND ACCESS TO AIR CURTAIN AND DOOR HARDWARE (IF APPLICABLE) FOR MAINTENANCE, FIELD VERIFY ANY OBSTRUCTIONS.
2. CENTER AIR CURTAIN AT CLEAR DOOR OPENING.
3. OFFSET AIR CURTAIN FROM WALL IF INSTALLED HIGHER THAN 1" ABOVE DOOR OPENING.
4. FOLLOW MANUFACTURER'S INSTALLATION INSTRUCTIONS AND POST-INSTALLATION AIRFLOW PATTERN VERIFICATION, REF SPECIFICATIONS.

5 AIR CURTAIN INSTALLATION
NTS

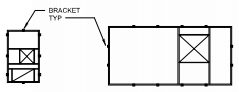


NOTE: ROUTE DUCT AS HIGH AS POSSIBLE BELOW JOIST GIRDER WHILE MAINTAINING A MINIMUM OF 18" BELOW ROOF JOISTS UNLESS NOTED OTHERWISE. FOLLOW ROOF SLOPE.

3 RTU DUCTWORK DETAIL
NTS

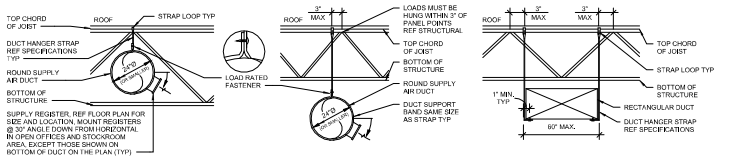


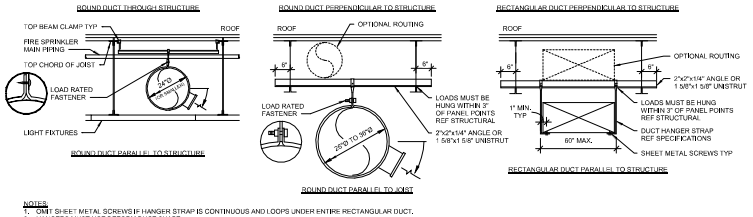
BRACKETS ARE FURNISHED WITH ROOF CURB OR CURB ADAPTER. ROOF CURB/CURB ADAPTER SUPPLIER IS RESPONSIBLE FOR THE DESIGN AND INSTALLATION INSTRUCTIONS FOR THE BRACKETS. COORDINATE FINAL BRACKET LOCATIONS AND INSTALLATION WITH ALL SUPPLIERS AND DO NOT OBSTRUCT OPENINGS OR UTILITY CONNECTIONS.



BRACKET CONSTRUCTION, QUANTITIES, AND SPACING SHOWN ON THIS DETAIL IS FOR GENERAL COORDINATION ONLY. INSTALL BRACKETS ACCORDING TO CURB/CURB ADAPTER MANUFACTURER'S INSTALLATION INSTRUCTIONS.

4 HVAC RESTRAINT BRACKETS
NTS





NOTES:
1. ONLY SHEET METAL SCREWS IF HANGER STRAP IS CONTINUOUS AND LOOPS UNDER ENTIRE RECTANGULAR DUCT.
2. HANGERS MUST NOT DEFORM DUCT SHAPE.
3. ALL ATTACHMENTS SHALL BE INSTALLED PER MANUFACTURER'S REQUIREMENTS AND SHALL BE APPROVED FOR THE SPECIFIC APPLICATION.
4. COORDINATE ALL ATTACHMENTS WITH ARCHITECT AND STRUCTURAL ENGINEER.
5. REFER TO SPECIFICATIONS FOR MORE INFORMATION ON APPROVED ATTACHMENT METHODS.
6. REFER TO SPECIFICATIONS FOR REQUIREMENTS RELATING TO SEISMIC INSTALLATIONS.

2 DUCT SUPPORT AND GRILLE
NTS

VENTILATION SUMMARY, 2023 FLORIDA MECHANICAL CODE TABLE 403.3

ZONE NAME	UNIT(S)	COOLING/HEATING SUPPLY (CFM)	FLOOR AREA (SF)	CFM/SF	PEOPLE NO. PEOPLE	PEOPLE CFM/PERSON	UNADJUSTED MIN. O/A REQ. (CFM)	PROPRT O/A REQ. (CFM)	COMBINED O/A REQ. (CFM)	O/A SUPPLIED	NOTES
PICKUP STORAGE	RTU-20	3700	3477	0.06	9	10	209	90	299	370	
TOTAL AREA		3700	3477				209	90	299		

GENERAL NOTES:
1. OCCUPANCY LOAD VENTILATION RATES ARE BASED ON NET OCCUPIABLE SPACE IN ACCORDANCE WITH 2023 FLORIDA MECHANICAL CODE TABLE 403.3.
2. ANTICIPATED NUMBER OF PEOPLE (BASED ON HISTORICAL WALMART DATA) WAS USED TO CALCULATE OUTSIDE AIR REQUIREMENTS. WHERE WALMART DATA WAS NOT AVAILABLE, AN OCCUPANCY LOAD FACTOR (CFM/SF) VALUE (BASED ON 2023 FLORIDA MECHANICAL CODE TABLE 403.3) WAS USED TO CALCULATE OUTSIDE AIR REQUIREMENTS.

NOTES:
A. UNIT(S) PROVIDED WITH A CO2 SENSOR TO MONITOR AND LIMIT THE CO2 LEVEL TO A MAXIMUM OF 1000 PPM AS RECOMMENDED BY ASHRAE 62.1. ABOVE 1000 PPM THE ECONOMIZER IS ACTIVATED TO INCREASE OUTSIDE AIR VENTILATION RATE ABOVE THE MINIMUM SETPOINT TO DECREASE CO2 LEVEL BELOW 1000 PPM.
B. RESTROOMS USE EXHAUST FANS TO DRAW TRANSFER AIR FROM THE SALES FLOOR IN EXCESS OF THE REQUIRED VALUES OF 75 CFM PER FIXTURE (TOILET/URINAL).

AIR DEVICE SCHEDULE

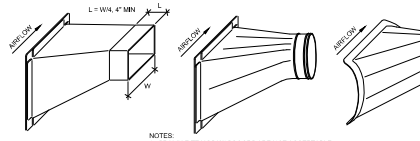
MARK	SERVICE	MANUFACTURER	MODEL	STYLE	FRAME TYPE	FACE SIZE	NOTES
CD	SUPPLY AIR	TUTTLE & BAILEY E.H.PRICE CARNES	S1200 SCD SPTB	ROUND NECK CEILING DIFFUSER	LAY-IN	24"x24"	B, D, E
CD1	SUPPLY AIR	TUTTLE & BAILEY E.H.PRICE CARNES	M SMD SKFA	ROUND NECK CEILING DIFFUSER	SURFACE MOUNT	REFER TO DRAWINGS	B, E, L, L, M, N
RAG	RETURN AIR	TUTTLE & BAILEY E.H.PRICE CARNES	CRE500 80TB RAPAH	1/2"x1/2"x1/2" EGGCRATE CEILING GRILLE	LAY-IN	24"x24"	C, D, E, F
RAG1	RETURN AIR	TUTTLE & BAILEY E.H.PRICE CARNES	CRE500 50F RAPAF	1/2"x1/2"x1/2" EGGCRATE CEILING GRILLE	SURFACE MOUNT	REFER TO DRAWINGS	C, E, I, M, N
RAW	RETURN AIR	TUTTLE & BAILEY E.H.PRICE CARNES	T75 S10Z RSRBH	FIXED BLADE WALL GRILLE	SURFACE MOUNT	REFER TO DRAWINGS	B, E, I
SAW	SUPPLY AIR	TUTTLE & BAILEY E.H.PRICE CARNES	T64 S2GDS RTDBV	LOUVERED FACE REGISTER	SURFACE MOUNT	REFER TO DRAWINGS	B, E, F, I
TG1	TRANSFER AIR	TUTTLE & BAILEY E.H.PRICE CARNES	CRE500 80F RAPAF	1/2"x1/2"x1/2" EGGCRATE CEILING GRILLE	SURFACE MOUNT	REFER TO DRAWINGS	C, D, E, F

VOLUME / BALANCE DAMPER SCHEDULE

TYPE	MANUFACTURER / MODEL
ROUND	AES / WMVCD RUSKIN / VMRS25
RECTANGULAR	AES / AMD4 RUSKIN / VMD25

GENERAL INFORMATION (ALL DEVICES)
1. INSTALL BOTTOM OF WALL MOUNTED AIR DEVICES AT ELEVATION INDICATED ON DRAWINGS UNLESS NOTED OTHERWISE.
2. BALANCE DAMPER CONTACTS:
   AES - (800) 789-2402
   RUSKIN - (816) 761-7476

NOTES:
A. 6-WAY (D8)-(3B)-OR 4-WAY (D84-D88) THROW UNLESS SHOWN OTHERWISE WITH FLOW ARROWS ON PLAN.
B. ALL STEEL CONSTRUCTION.
C. ALL ALUMINUM CONSTRUCTION.
D. BRANCH DUCT SIZE SHALL BE SAME AS NOTED DIFFUSER NECK SIZE UNLESS NOTED OTHERWISE.
E. STANDARD WHITE FINISH.
F. PROVIDE NECK FOR DUCT CONNECTION.
G. DROP BOX DIFFUSERS FURNISHED BY OWNER INSTALLED BY CONTRACTOR, REFERENCE SPECIFICATIONS.
H. PROVIDE INTEGRAL OPPOSED BLADE DAMPERS ON ALL DRUM LOUVERS ON DROP BOXES WITH BRANCH DUCTWORK ATTACHED TO THE SUPPLY PLENUM.
I. PROVIDE MANUFACTURER'S OPPOSED BLADE DAMPER ACCESSIBLE THROUGH FACE UNLESS NOTED OTHERWISE.
J. PROVIDE WITH FASTENERS FOR COMPLETE NON-HINGED REMOVABILITY OF GRILLE, DO NOT PROVIDE FILTER UNLESS NOTED OTHERWISE.
K. TWO 2" SLOTS WITH MANUFACTURER'S INSULATED PLENUM (TUTTLE & BAILEY I.P. PRICE JSPI, CARNES CXPC.)
L. REFER TO PLANS FOR DIRECTIONAL ARROWS INDICATING CFM THROWS FOR PROPER GRILLE SELECTION. NO DIRECTIONAL ARROWS INDICATES 4-WAY THROW.
M. PROVIDE ROUND NECK ADAPTER
N. PROVIDE CEILING TRANSITION REGISTER BOX WITH 16" OR 24" PLATE FOR ROUGH-IN.
O. PROVIDE BORDER TYPE TO MATCH CEILING CONSTRUCTION WITH EXPOSED BORDER MOUNTING. PROVIDE LINEAR SLOTS WITH NO EXPOSED MOUNTING SCREWS.
P. SUPPLY AIR LINEAR SLOT DIFFUSER SHALL HAVE FOUR (4) 2" SLOTS, WITH DEFLECTORS FOR VERTICAL THROW, REFER TO PLANS FOR DIRECTIONAL ARROWS INDICATING CFM THROWS.
Q. RETURN AIR LINEAR SLOT DIFFUSER SHALL HAVE EIGHT (8) 1" SLOTS, WITH NO DEFLECTORS.
R. FURNISH WITH MANUFACTURER'S INSULATED PLENUM.
S. FURNISH WITH FACTORY OR FIELD INSTALLED CABLE OPERATED DAMPER, OPERABLE FROM THE FACE OF THE DIFFUSER.



NOTES:
1. SPIN IN FITTINGS W/ SCOOPS ARE NOT ACCEPTABLE
2. REF PLANS FOR RUNOUT SIZES
3. 45° LEAD IN

1 HIGH EFFICIENCY BRANCH DUCT FITTING
NTS

EXISTING CONDITIONS WERE TAKEN FROM ORIGINAL DRAWINGS AND MAY NOT REFLECT EXACT "AS-BUILT" CONDITIONS. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO SUBMITTING FINAL BIDS. CONTRACTOR SHALL CAREFULLY COORDINATE NEW WORK AND DEMOLITION WITH ALL OTHER DISCIPLINES AND EXISTING CONDITIONS.

EACH SUBCONTRACTOR IS RESPONSIBLE FOR HAVING A THOROUGH KNOWLEDGE OF ALL DRAWINGS AND SPECIFICATIONS IN THEIR RELATED FIELD. THE FAILURE TO ACQUAINT THEMSELF WITH THIS KNOWLEDGE DOES NOT RELIEVE THE RESPONSIBILITY OF PERFORMING THE WORK PROPERLY. NO ADDITIONAL COMPENSATION SHALL BE ALLOWED BECAUSE OF CONDITIONS THAT OCCUR DUE TO FAILURE TO FAMILIARIZE WORKERS WITH THIS KNOWLEDGE.

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STIPULATION FOR REUSE

CONSULTANTS

Walmart
BOYNTON BEACH, FL
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JOB NUMBER: 2034347 | PHOTO: | HIGH

ISSUE BLOCK

1	PR#1	02/16/26
2	PR#4	08/14/26

CHECKED BY: JM
DRAWN BY: WT
PROTO CYCLE: 08/14/26
DOCUMENT DATE: 11/07/25

This item has been digitally signed and sealed by Jose L. Diaz-Velazquez, PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
2026.06.17 12:26:11-04'00'

JOSE L DIAZ-VELAZQUEZ LICENSE No. 78474 STATE OF FLORIDA PROFESSIONAL ENGINEER
89747OE

MECHANICAL DETAILS & SCHEDULES

SHEET: OPDM2

584

ELECTRICAL SYMBOLS LEGEND

(SYMBOLS APPLY ONLY WHEN USED ON DRAWINGS)

SYMBOL	DESCRIPTION
	LIGHT FIXTURE (WALL MOUNTED/CEILING MOUNTED)
	LIGHT FIXTURE
	LIGHT FIXTURE, NIGHT LIGHT
	VOLUMETRIC LIGHT FIXTURE
	TRACK LIGHTING
	EXIT FIXTURE (WALL MOUNTED/CEILING MOUNTED)
	EMERGENCY LIGHT (WALL MOUNTED/CEILING MOUNTED)
	EMERGENCY LIGHT REMOTE HEADS (WALL MOUNTED/CEILING MOUNTED)
$	SINGLE POLE SWITCH
$3	3-WAY SWITCH
$4	4-WAY SWITCH
$K	KEYED SWITCH
$D	DIMMER SWITCH
$VS	VARIABLE SPEED SWITCH
$M	MANUAL MOTOR SWITCH
$OS	SINGLE POLE OCCUPANCY SENSOR SWITCH
$OS2	DOUBLE POLE OCCUPANCY SENSOR SWITCH
OCS	OCCUPANCY SENSOR SWITCH, FOUR-DIRECTION SENSING
OS	OCCUPANCY SENSOR SWITCH, ONE-DIRECTION SENSING
	RECEPTACLE, DUPLEX
	RECEPTACLE, DUPLEX, MOUNTED HORIZONTALLY
	RECEPTACLE, GFI
	RECEPTACLE, DUPLEX FLUSH FLOOR
	RECEPTACLE, DUPLEX ISOLATED GROUND FLUSH FLOOR
	RECEPTACLE, DOUBLE DUPLEX
	RECEPTACLE, DUPLEX ISOLATED GROUND
	RECEPTACLE, DOUBLE DUPLEX, ISOLATED GROUND
	RECEPTACLE, SIMPLEX TWIST LOCK, L5-15R, UNO
	RECEPTACLE, SIMPLEX TWIST LOCK, ISOLATED GROUND, L5-15R, UNO
	RECEPTACLE, DUPLEX TWIST LOCK, L5-15R, UNO
	RECEPTACLE, DUPLEX TWIST LOCK, ISOLATED GROUND, L5-15R, UNO
	RECEPTACLE, SPECIAL
	RECEPTACLE, SIMPLEX
	RECEPTACLE, PLUG-MOLD
J	JUNCTION BOX (WALL MOUNTED/CEILING MOUNTED)
T	THERMOSTAT (WALL MOUNTED/CEILING MOUNTED)
A	ALARM JUNCTION BOX (WALL MOUNTED/CEILING MOUNTED)
R	ALARM JUNCTION BOX, FOR REMOTE TEST/RESET (WALL MOUNTED/CEILING MOUNTED)
S	SMOKE DETECTOR
	NON-FUSED DISCONNECT
	FUSED DISCONNECT
	EQUIPMENT CONNECTION POINT PROVIDED WITH EQUIPMENT
	CIRCUIT, CONCEALED IN WALLS OR CEILING, E INDICATES EXISTING WIRING
	CIRCUIT, CONCEALED IN SLAB FLOOR, E INDICATES EXISTING WIRING
	CIRCUIT, EXPOSED, E INDICATES EXISTING WIRING
	LOW VOLTAGE WIRING
	CONDUIT SLEEVE
	FLUSH MOUNTED PANELBOARD
	SURFACE MOUNTED PANELBOARD
	TELEPHONE / DATA BOX FOR ISD
	LOW VOLTAGE CABLE BOX FOR OTHER
	TELEPHONE, FLUSH FLOOR
	MOTOR
	TELEPOWER POLE
	PUSH BUTTON
B	BUZZER
SS	SAIL SWITCH JUNCTION BOX
	HORN / STROBE
DH	DOOR HOLD OPEN
TC	TIME CLOCK

ABBREVIATIONS

a, b, c	LOWER CASE LETTERS INDICATE SWITCHING CONFIGURATION
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
C	CONDUIT
CCT	CIRCUIT
CF	CEILING FAN
CW	CASH WRAP
EC	ELECTRICAL CONTRACTOR
EF	EXHAUST FAN
ETR	EXISTING TO REMAIN
EWC	ELECTRIC WATER COOLER
G	GROUND
GC	GENERAL CONTRACTOR
GFEP	GROUND FAULT EQUIPMENT PROTECTION
GFI	GROUND FAULT CIRCUIT INTERRUPTER
HD	HAND DRYER
IG	ISOLATED GROUND
LCU	LIGHTING CONTROL UNIT
NL	NIGHT LIGHT
NTS	NOT TO SCALE
REC	REFRIGERATION ELECTRICAL CONTRACTOR
RC	REFRIGERATION CONTRACTOR
RH	RADIANT HEATER
SC	SECURITY CAMERA
TR	TAMPER RESISTANT
TYP	TYPICAL
UH	UNIT HEATER
UNO	UNLESS NOTED OTHERWISE
WH	WATER HEATER
WP	WEATHER PROOF
WR	WEATHER RESISTANT

GENERAL LIGHTING NOTES

1. EXIT SIGN MOUNTING
   A. WALL FIXTURE: CENTER 12" ABOVE DOOR OPENING.
   B. CEILING FIXTURE: ON CEILING OR AT HEIGHT SPECIFIED ON DRAWINGS.
   C. PENDANT FIXTURE: MATCH HEIGHT OF EXISTING PENDANT MOUNTED EXIT SIGNS. IF STORE DOES NOT HAVE PENDANT MOUNTED EXIT SIGNS, THEN PENDANT MOUNT SIGN 24" BELOW BOTTOM OF BAR JOIST.
   D. VERIFY MOUNTING HEIGHT WITH AHJ.
   E. COORDINATE LOCATIONS OF EXIT SIGNS TO ENSURE STORE SIGNAGE DOES NOT OBSTRUCT THEIR VIEW.
   F. THE USE OF TRITIUM BASED RADIOACTIVE EXIT SIGNAGE IS PROHIBITED.
2. EMERGENCY LIGHT FIXTURE INSTALLATION
   A. EXIT SIGNS, EMERGENCY LIGHTS AND NIGHT LIGHTS SHALL NOT BE SWITCHED.
   B. MOUNTING
      a. WALL FIXTURE: 12" BELOW FINISHED CEILING OR +10'-0" IN AREAS OF EXPOSED STRUCTURE, UNLESS NOTED OTHERWISE.
      b. PENDANT FIXTURE: BOTTOM CHORD OF BAR JOIST OR AT HEIGHT SPECIFIED ON DRAWINGS.
      c. REMOTE HEAD FIXTURE: HEADS CENTERED ABOVE DOOR OPENING +5'-0" UNLESS NOTED OTHERWISE AND BATTERY PACK MOUNTED ON INTERIOR SIDE OF WALL 12" BELOW FINISHED CEILING OR AT BAR JOIST IN AREAS OF EXPOSED STRUCTURE.
   C. REFER TO MANUFACTURER'S WRITTEN INSTRUCTIONS. ALLOW BATTERY TO CHARGE CONTINUOUSLY FOR A MINIMUM OF 24 HOURS BEFORE INITIAL TESTING.
   D. AFTER EMERGENCY LIGHT HAS BEEN POWERED DO NOT TURN OFF FOR EXTENDED PERIODS OF TIME.
3. IN AREAS OF OPEN STRUCTURE, MOUNT STRIP FIXTURE TO BOTTOM CHORD OF BAR JOIST, UNLESS NOTED OTHERWISE.
4. FIXTURES DENOTED WITH "ABJ" ARE TO BE FASTENED ON UNISTRUT CHANNELS MOUNTED TO THE BOTTOM SIDE OF THE TOP CHORD OF BAR JOISTS. LOCATE THE FIXTURES RUNNING PERPENDICULAR TO BAR JOISTS WITHIN BAR JOISTS WEBBING SPACES. DO NOT FASTEN FIXTURE OR UNISTRUT CHANNELS TO ROOF DECK.
5. CONTRACTOR SHALL PROVIDE ALL UNISTRUT AND HARDWARE NECESSARY TO SPAN BAR JOIST AS REQUIRED FOR A COMPLETE INSTALLATION OF THE LIGHTING SYSTEM.
6. PROVIDE SEPARATE BOXES FOR GANGED SWITCHES ON SEPARATE BRANCH CIRCUITS.
7. CONTRACTOR IS RESPONSIBLE FOR THE COMPLETE INSTALLATION OF THE LIGHTING SYSTEM AS INDICATED ON PLANS AND/OR AS MODIFIED TO ACCOMMODATE EXISTING OBSTRUCTIONS. IDENTIFY CONFLICTS PRIOR TO ROUGH-IN. WHERE CONFLICTS WITH EXISTING UTILITIES OCCUR, ADJUST FIXTURE LOCATION AS REQUIRED. FIXTURES SHALL BE INSTALLED AS NEAR AS POSSIBLE TO LOCATIONS INDICATED ON PLANS.

GENERAL POWER NOTES

1. TELEPOWER POLE(S): MOUNT JUNCTION BOX(ES) TO TOP SIDE OF BOTTOM CHORD OF BAR JOIST. INSTALL FURNISHED POWER POLE AND TERMINATE WIRING TO JUNCTION BOX. PROVIDE UNISTRUT SUPPORTS AND HARDWARE TO SECURE TELEPOWER POLE PLUMB TO BUILDING STRUCTURE. REF POWER POLE CONNECTION DETAIL.
2. PROVIDE LIQUID-TIGHT FLEXIBLE METAL CONDUIT AND WIRING FROM DISCONNECT SWITCH OR JUNCTION BOX TO EQUIPMENT WHIP/KNOCKOUT OR ELECTRICAL CONNECTION POINT.
3. WHERE EQUIPMENT NAMEPLATE PROTECTIVE DEVICE RATING DIFFERS FROM SIZE PROVIDED, NOTIFY WALMART CONSTRUCTION MANAGER IMMEDIATELY TO COORDINATE RESOLUTION.
4. ELECTRONIC FIRE PROTECTION/SECURITY: ALARM BOXES AND CONDUITS SHOWN ON POWER PLANS SHALL BE PROVIDED UNDER THIS CONTRACT. IN ADDITION, UNLESS NOTED OTHERWISE, THE FOLLOWING GENERAL NOTES APPLY:
   A. ALL ALARM JUNCTION BOXES SHALL BE 4"X4"X2-1/8" MINIMUM.
   B. ALARM RACEWAYS SHALL BE 3/4" MINIMUM WITH PULL WIRE AND INSULATING BUSHINGS AT END OF VERTICAL RACEWAY RUN.
   C. VERTICAL RACEWAYS FROM ALARM BOXES SHALL BE EITHER CONCEALED INSIDE WALL OR SURFACE MOUNTED (TO MATCH JUNCTION BOX MOUNTING). ALL VERTICAL RUNS SHALL BE TURNED 90 DEGREES AT TOP SIDE OF BOTTOM CHORD OF BAR JOIST AND EXTENDED HORIZONTALLY TO A LOCATION ACCESSIBLE BY VERTICAL FLOOR TYPE LIFT.
5. UPON COMPLETION OF ELECTRICAL INSTALLATION AND PRIOR TO ENERGIZING CIRCUIT:
   A. INSPECT WIRE AND CABLE FOR PHYSICAL DAMAGE.
   B. PERFORM CONTINUITY TEST.
   C. VERIFY PROPER PHASING CONNECTION TO ALL THREE PHASE MOTOR LOADS.
6. CONDUIT AND WIRING TO RTUS AND AHUS SHALL BE THROUGH EQUIPMENT CURB, NO ROOF PENETRATIONS OR CONDUITS ROUTED ACROSS ROOF ARE PERMITTED.
7. REFERENCE PROTECTIVE DEVICE SETTINGS REPORT FOR PROTECTIVE DEVICE MANUFACTURER, TYPE, AND SETTING REQUIREMENTS.

KEYNOTES

16.126	EXISTING LIGHT FIXTURE TO BE DEMOLISHED.
16.133	EXISTING LIGHT FIXTURES TO BE RELOCATED TO NEW LOCATION AS SHOWN.
16.201	EXTERIOR SIGN POWER: WHERE ELECTRICAL CONNECTIONS FOR SIGNAGE OCCUR BELOW ROOF LINE, ROUTE POWER TO WALL AT SIGN CONTROL BOX(ES). WHERE ELECTRICAL CONNECTIONS FOR SIGNAGE OCCUR ABOVE ROOF LINE, PROVIDE UNISTRUT TO MOUNT CONTROL BOX(ES) TO BACK SIDE OF PARAPET. LOW VOLTAGE WIRING FROM CONTROL BOX(ES) TO SIGN PROVIDED AND INSTALLED BY OTHERS. REFER TO ARCHITECTURAL DRAWINGS FOR EXACT SIGN LOCATIONS PRIOR TO INSTALLATION. PROVIDE ONLY ONE PENETRATION THROUGH THE ROOF. REF ARCHITECTURAL EXTERIOR WALL SECTIONS AND SIGN ATTACHMENT FOR ROOF AND PARAPET PENETRATION REQUIREMENTS.

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

READY FOR DECISION

Planning & Zoning Division

November 13, 2026

Project #: 2025.09.5739

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

VOICE/DATA ROUGH-IN SCHEDULE

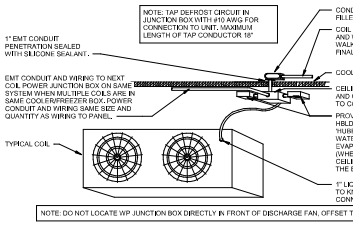
DROP	ROUGH-IN NOTES:
V/I	FLUSH MOUNT JUNCTION BOX AT +20" (UNO) WITH (1) 1" CONDUIT STUBBED 12" ABOVE LAY-IN CEILING.
V/D	FLUSH MOUNT JUNCTION BOX AT +20" (UNO) WITH (1) 1" CONDUIT ROUTED TO NEAREST ACCESSIBLE CEILING SPACE.
V/E	SURFACE MOUNT JUNCTION BOX AT +66" (UNO) WITH (1) 1" CONDUIT STUBBED TO ACCESSIBLE CEILING SPACE.
V/I	SURFACE MOUNT JUNCTION BOX ADJACENT TO PACK CONTROLLER WITH (1) 3/4" CONDUIT STUBBED TO BUILDING ACCESSIBLE CEILING SPACE. COORDINATE PACK CONTROLLER JUNCTION BOX LOCATION WITH BAS INSTALLER.

SCHEDULE GENERAL NOTES:

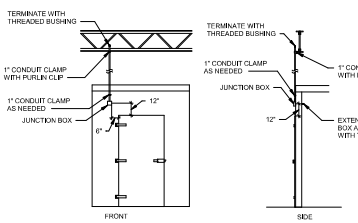
1. ALL JUNCTION BOXES SHALL BE DOUBLE GANG WITH SINGLE GANG PLASTER RING UNLESS NOTED OTHERWISE ON SCHEDULE.
2. ALL JUNCTION BOXES TO BE ROUGH-ED IN AT SCHEDULED HEIGHT UNLESS NOTED OTHERWISE ON DRAWINGS.
3. ALL CONDUITS SHALL BE TERMINATED WITH BUSHINGS.
4. PROVIDE PULL WIRE WITH EACH EMPTY RACEWAY (JUNCTION BOX/CONDUIT) INSTALLED.
5. CONDUIT RUNS SHALL HAVE NO MORE THAN 90 DEGREES OF TRANSITION BETWEEN PULL BOXES.
6. WHERE CONDUIT(S) TRAVERSE AREAS WITH CEILINGS OPEN TO STRUCTURE, CONDUIT(S) SHALL BE CONCEALED AS WELL AS POSSIBLE FROM VIEW FROM CUSTOMER AREA.
7. FOR CONDUIT RUNS SCHEDULED WITH 1-1/2" OR LARGER CONDUIT UTILIZE LARGE RADIUS SWEEPS AT POINTS OF TRANSITION.
8. ACCESSIBLE CEILING SPACE SHALL BE CONSIDERED 12 INCHES ABOVE A LAY-IN CEILING OR ABOVE BAR JOIST ACCESSIBLE BY A SCISSOR LIFT FOR AREAS OPEN TO STRUCTURE.

GENERAL NOTES

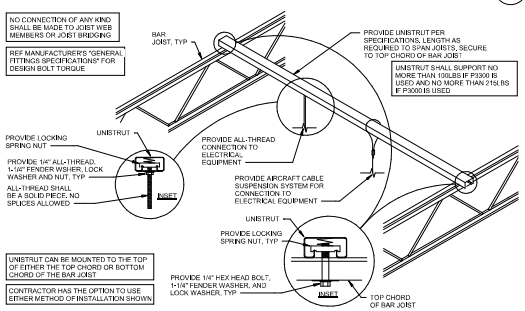
1. FURNISH AND INSTALL ALL MATERIALS, EQUIPMENT, AND LABOR, FOR A COMPLETE INSTALLATION IN ALL RESPECTS, READY FOR INTENDED USE AND IN STRICT ACCORDANCE WITH NEC, NESC, STATE, AND LOCAL CODES, AND MANUFACTURER'S RECOMMENDATIONS. PAY ALL NECESSARY FEES AND PERMITS.
   A. NO CIRCUITRY SHALL BE ALLOWED TO BE ROUTED ACROSS THE ROOF OR THE EXTERIOR SIDE OF THE EXTERIOR WALLS.
   B. ALL EQUIPMENT SHALL BE UL LISTED WHERE APPLICABLE.
   C. ARRANGE ALL WORK TO MINIMIZE DISRUPTIONS TO STORE OPERATIONS. COORDINATE ALL DISRUPTIONS WITH WALMART CONSTRUCTION MANAGER AND STORE MANAGER.
   D. CONTRACTOR SHALL VERIFY ALL WALL THICKNESS BEFORE INSTALLING BOXES. FURNISH AND INSTALL EXTENDED BOXES OR BOX EXTENDERS WHERE REQUIRED.
   E. CONTRACTOR SHALL VERIFY THAT ALL AFFECTED PANELBOARDS HAVE CIRCUIT BREAKER KNOCKOUTS PROPERLY COVERED AND ALL TRIM IS IN GOOD CONDITION, ALLOWING NO ACCESS TO LIVE PARTS.
2. PROVIDE SEALS AT RACEWAY PENETRATIONS AS FOLLOWS:
   A. FIRE RATED WALLS: SEAL PER SPECIFICATIONS FOR FIRE STOPPING.
   B. NEUTRALIZATION AREA: SEAL PER MECHANICAL DETAIL.
   C. FREEZER/COOLER BOXES: SEAL WITH EXPANDING FOAM SEALANT.
   D. EXTERIOR: REFER TO ARCHITECTURAL DOCUMENTS FOR SEALING REQUIREMENTS AT ALL EXTERIOR MOUNTED DEVICES, FIXTURES, ENCLOSURES, AND RACEWAY PENETRATIONS.
3. PROVIDE A SEPARATE EQUIPMENT GROUNDING CONDUCTOR (SIZE PER NEC) IN PVC TYPE CONDUIT, POWER AND LIGHTING CIRCUITS, ISOLATED GROUND CIRCUITS, OR AS SHOWN ON PLANS. CONDUIT SHALL BE SIZED PER NEC BASED ON THWN 600 VOLT COPPER SINGLE CONDUCTORS, PLUS THE EQUIPMENT GROUNDING CONDUCTOR.
4. WIRING DEVICES: DEVICE MOUNTING HEIGHTS ARE FROM FINISHED FLOOR TO CENTER OF OUTLET BOX UNLESS NOTED OTHERWISE ON PLANS. COORDINATE THE STANDARD MOUNTING HEIGHTS WITH MASONRY:
   A. SWITCHES +44"
   B. RECEPTACLES +20"
   C. VOICE/DATA +20"
5. WIRING SHALL INCLUDE FINAL CONNECTION TO ALL EQUIPMENT IN CONFORMANCE WITH EQUIPMENT SUPPLIER WIRING DIAGRAMS.
6. CONTRACTOR IS RESPONSIBLE FOR PROVIDING AN UPDATED AND COMPLETE TYPEWRITTEN CIRCUIT IDENTIFICATION SCHEDULE FOR EVERY PANELBOARD AFFECTED BY THIS PROJECT.
7. NEW BRANCH CIRCUIT OVERCURRENT PROTECTIVE DEVICES INSTALLED IN EXISTING PANELBOARDS OR DISTRIBUTION BOARDS SHALL MATCH THE TYPE AND AIC RATING OF EXISTING OVERCURRENT PROTECTIVE DEVICES.
8. BRANCH CIRCUIT CONDUCTORS SHALL BE MINIMUM #12 AWG UNLESS NOTED OTHERWISE IN SCHEDULES. WHERE 20A BRANCH CIRCUITS HAVE #8 AND LARGER WIRE SPECIFIED, #10 AWG WIRE SHALL BE USED FOR THE FINAL CONNECTION (15-FT MAXIMUM).
9. WHERE BRANCH CIRCUITS ARE GROUPED, SIZE CONDUIT AND DERATE CURRENT CARRYING CONDUCTORS PER NEC.
10. PROVIDE UL LISTED HANDLE TIES ON ALL MULTIWIRE BRANCH CIRCUITS PER NEC REQUIREMENTS.
11. SUPPORTS FROM STRUCTURE: NO ATTACHMENT OF ANY TYPE SHALL BE MADE TO BRIDGING OR JOIST WEB MEMBERS. USE ONLY THE TOP AND BOTTOM CHORDS FOR SUPPORTING THE ELECTRICAL SYSTEM INSTALLATIONS.
12. DEVICES SHOWN ON COOLER/FREEZER PANELS SHALL BE SURFACE MOUNTED UNLESS NOTED OTHERWISE. SEAL DEVICES TO COOLER/FREEZER PANELS WITH SILICONE SEALANT.
13. SURFACE MOUNTED CONDUIT ON COOLER/FREEZER PANELS OR IN FOOD PREP AREAS SHALL BE INSTALLED WITH GALVANIZED 12" STANDOFF CONDUIT HANGERS TO ALLOW FOR CLEANING.
14. ONLY FEEDER CIRCUITS NOTED ON THE ONE LINE DIAGRAM AND BRANCH CIRCUITS NOTED BY LEGEND SHALL BE INSTALLED UNDER SLAB. PROVIDE EXTERIOR COATED GRC BENDS ON ALL CONDUIT RUNS THAT HAVE 45 DEGREE BENDS OR GREATER, REFER TO SPECIFICATION SECTION 16.100 FOR UNDER SLAB.
15. SEISMIC ZONE REQUIREMENTS: PROVIDE EXPANSION COUPLINGS AND BRACING FOR ELECTRICAL EQUIPMENT AS REQUIRED BY LOCAL CODES.
16. EXISTING ELECTRICAL AND ALARM:
   A. WHERE DEMOLITION OR NEW CONSTRUCTION INTERRUPTS EXISTING ELECTRICAL CIRCUITS FEEDING EXISTING EQUIPMENT, DEVICES, OR LIGHTING TO REMAIN, BUT NOT SHOWN ON DRAWINGS, PROVIDE LABOR AND MATERIALS TO REWORK CIRCUITRY, AS REQUIRED, TO MAINTAIN EXISTING OPERATION.
   B. IF DEMOLITION OR NEW CONSTRUCTION WILL DISRUPT EXISTING UNDERGROUND SERVICES (ELECTRICAL, TELEPHONE, PARKING LOT LIGHTING CIRCUITRY, ETC.) PROVIDE ALL MATERIALS AND LABOR AS REQUIRED TO REROUTE, SLEEVE, OR OTHERWISE REWORK THESE SERVICES TO MAINTAIN THEIR EXISTING OPERATION.
   C. EXERCISE CAUTION AROUND ALARM AND SECURITY CABLES DURING DEMOLITION AND CONSTRUCTION. PROTECT ALARM AND SECURITY CABLES FROM ACCIDENTAL DAMAGE SO THAT SYSTEMS REMAIN OPERATIONAL AT ALL TIMES.
   D. DISPOSE OF ALL REMOVED MATERIALS, UNLESS OTHERWISE NOTED.
17. EXISTING ELECTRICAL DEMOLITION:
   A. GENERAL: REMOVE OR RELOCATE EXISTING ELECTRICAL EQUIPMENT, CONDUIT AND CONDUCTORS AS INDICATED ON THE DRAWINGS, OR ONLY AS REQUIRED BY DEMOLITION. REMOVE ALL PANELBOARDS, DISCONNECT SWITCHES, BOXES, RELAYS, TIME SWITCHES, LIGHTS, DEVICES, ETC., WHICH WILL NOT BE REUSED.
   B. SALES FLOOR: REMOVE UNUSED POWER DROP CONDUIT, CONDUCTORS AND RELATED DEVICES SERVING SALES AREA GONDOLAS BEING RELOCATED OR REMOVED. EXISTING CONDUIT AND CONDUCTORS MAY BE REUSED FOR NEW POWER DROPS WHERE SIZE, RATING, AND CONDITION MEET REQUIREMENTS INDICATED ON PLANS AND ALL ELECTRICAL RATINGS. REMOVE ALL UNUSED CONDUIT AND CONDUCTORS BACK TO POINT OF ORIGIN WHEREVER FEASIBLE. IF CIRCUIT IS NOT REUSED, REMOVE CIRCUIT BREAKER AND REPLACE WITH FILLER PLATE. EXCEPTION: DISTRIBUTION AND POWER SWITCH BREAKERS SHALL BE ETR AS "SPARE". PROVIDE HANDLE LOCK OFF DEVICE TO LOCK "SPARE" CIRCUIT BREAKER IN THE "OFF" POSITION. UPDATE TYPEWRITTEN CIRCUIT IDENTIFICATION SCHEDULE AS "SPACE" OR "SPARE".
   C. CONDUIT AND WIRING TO BE ABANDONED IN CEILING SPACES AND OTHER NON-PUBLIC AREAS (I.E., THROUGH STOCKROOM AREA): CUT WIRING LOOSE AND REMOVE FROM RACEWAY(S), LEAVING RACEWAY(S) IN PLACE. CONDUIT TO BE ABANDONED IN WALLS OR FLOORS SHALL BE REMOVED BACK TO FINISHED SURFACE AND CAPPED INSIDE. REPAIR SURFACE(S) TO MATCH ADJACENT.
   D. ALL CIRCUIT BREAKERS SERVING BRANCH CIRCUITS TO BE REMOVED SHALL ALSO BE REMOVED. REMOVE CIRCUIT BREAKER AND REPLACE WITH FILLER PLATE. EXCEPTION: DISTRIBUTION AND POWER SWITCH BREAKERS SHALL BE ETR AS "SPARE". PROVIDE HANDLE LOCK OFF DEVICE TO LOCK "SPARE" CIRCUIT BREAKER IN THE "OFF" POSITION. UPDATE TYPEWRITTEN CIRCUIT IDENTIFICATION SCHEDULE AS "SPACE" OR "SPARE".
   E. DEMOLISHED FLUORESCENT LIGHT FIXTURES: REFER TO SELECTIVE SITE DEMOLITION SPECIFICATION FOR DISPOSAL OF LIGHT FIXTURE.
   F. BUILDING COMPONENTS ABANDONED BY THE SCOPE OF WORK SHALL BE SECURED TO PREVENT FALLING, LOOSENING, OR CREATING DAMAGE OF ANY KIND IN THE FUTURE.
18. DATA AND PHONE CONDUIT INSTALLATION MILESTONE DATE: ALL RACEWAY AND CONDUIT SLEEVES FOR DATA AND PHONE CABLING TO BE INSTALLED 3 WEEKS PRIOR TO CONTRACT SUBSTANTIAL COMPLETION DATE.
19. ETHERNET CABLE:
   A. FURNISH AND INSTALL JUNCTION BOXES AS SHOWN ON PLANS. PROVIDE CONDUIT AS REQUIRED BY LOCAL CODES AND/OR ORDINANCES.
   B. ETHERNET CABLE IS FURNISHED BY OTHERS.
   C. ELECTRICAL CONTRACTOR SHALL INSTALL CABLE IN POWER POLES.
   D. ELECTRICAL CONTRACTOR SHALL INSTALL OTHER CABLE AS DIRECTED BY WALMART CONSTRUCTION MANAGER.



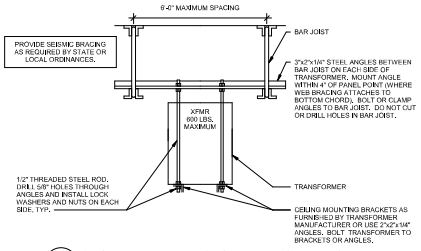
5 EVAPORATOR COIL WIRING
NTS



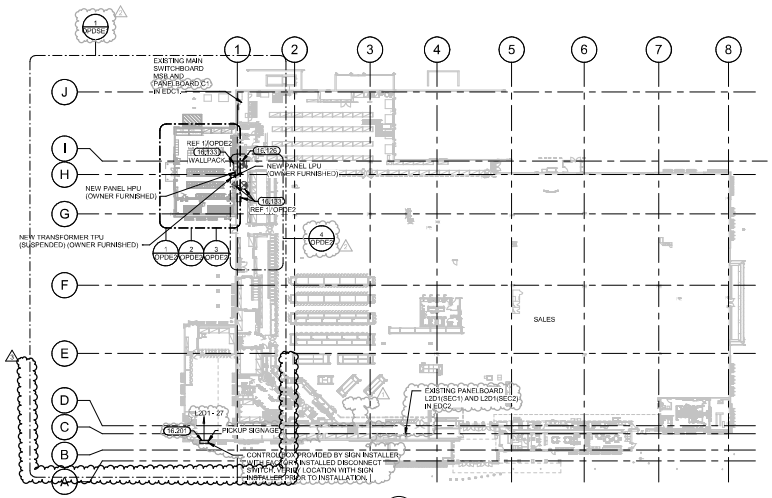
4 AP REPEATER
NTS



3 GENERAL ELECTRICAL CONNECTIONS TO STRUCTURE
NTS



2 SUSPENDED TRANSFORMER MOUNTING
NTS



1 OPD KEY PLAN
1" = 40'-0"

EXISTING CONDITIONS WERE TAKEN FROM ORIGINAL DRAWINGS AND MAY NOT REFLECT EXACT "AS-BUILT" CONDITIONS. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO SUBMITTING FINAL BIDS. CONTRACTOR SHALL CAREFULLY COORDINATE NEW WORK AND DEMOLITION WITH ALL OTHER DISCIPLINES AND EXISTING CONDITIONS.

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10/06/26

OPD ELECTRICAL DETAILS AND KEY PLAN

SHEET:
OPDE1

585

LIGHT FIXTURE SCHEDULE

"OW" FIXTURES AND LAMPS ARE FURNISHED BY THE OWNER FOR INSTALLATION BY THE CONTRACTOR. "GC" FIXTURES AND LAMPS ARE FURNISHED AND INSTALLED BY THE CONTRACTOR.

TYPE	SUPPLIED BY	DESCRIPTION	MANUFACTURER	MODEL	VOLTAGE	INPUT VA	COLOR TEMP	LIGHT SOURCE	LAMP QTY	MOUNTING	COUNT
7	OW	8' STRIP	LITHONIA LIGHTING	CLX L96 1000LM HEF FDL MVOLT GZ10 40K 80CRI PLR1Q WH	120/277	47 VA	4000K	INTEGRAL LED	-	SURFACE	1
13	OW	EXIT SIGN	LITHONIA LIGHTING	LQM S W RG MVOLT EL SD	120/277	3 VA	-	INTEGRAL LED	-	STEM / CEILING / WALL	1
18	OW	EMERGENCY LIGHT	DUAL-LITE	EVHO8DRWM	120/277	3 VA	-	INTEGRAL LED	-	WALL / CEILING	3
50	OW	4' SEALED STRIP	COLUMBIA	LXEM4-40HL-RPAE-U-SSL	120/277	47 VA	4000K	INTEGRAL LED	-	SURFACE	4

REFER TO SHEET OPDSE1 FOR SITE LIGHTING FIXTURE SCHEDULE

DATA SCHEDULE

CABLE	LOCATION - DESCRIPTION	TYPE	PH
DATA/VOICE	CEILING DEVICE/WAP AND MDF/IDF (OSP)	EST	2
DATA/VOICE	CEILING DEVICE/WAP AND MDF/IDF (OSP)	WIRE	2

VOICE SCHEDULE

CABLE	LOCATION - DESCRIPTION	TYPE	PH	PHONE MODEL	INSTRUCT WIRTOUT	CLOSET
5e/6/6A	CEILING DEVICE/WAP AND MDF/IDF (OSP)	DEDI	2			

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READY FOR DECISION

Planning & Zoning Division

November 12, 2026

Project #: 2025.09.5739

CITY OF BOYNTON BEACH

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

GENERAL TELECOM NOTES

1. VOICE/DATA OUTLET BOXES AND CONDUITS PROVIDED BY ELECTRICAL CONTRACTOR

TELECOM SYMBOLS LEGEND

(SYMBOLS APPLY ONLY WHEN USED ON DRAWINGS)

SYMBOLS	DESCRIPTION
▼	VOICE/DATA BOX (BOX AND CONDUIT BY OTHERS)
▽	VOICE/DATA BOX
⊠	TELEPOWER POLE
V-001	CABLE IDENTIFICATION NUMBER
	TYPE (VOICE/DATA)
○	CONDUIT DROP
⊢	CONDUIT SLEEVE

KEYNOTES

16.125 EXISTING LIGHT FIXTURES TO REMAIN UNLESS NOTED OTHERWISE.

16.131 CONNECT AS EXISTING CIRCUIT.

16.223 48" CHROME MOUNTING RECEPTACLE TO STRUCTURAL STRUCTURE, ROUTE CONDUIT FROM REFRIGACE ALONG BAR/SKAL STRUCTURE AND PENETRATE WALL 2'-0" BELOW ROOF DECK.

16.228 INSTALL 15A TWISTLOCK RECEPTACLE IN PROVIDED JUNCTION BOX WITHIN THE PROVIDED DATA ENCLOSURE. COORDINATE LOCATION WITH CABLE AND TELECOM SERVICES.

16.232 AUTOMATIC DOOR OPERATOR: VERIFY LOCATION WITH MANUFACTURER'S RECOMMENDATIONS PRIOR TO INSTALLATION. ALL DOOR CONTROLS INCLUDING LOW VOLTAGE ROUGH-IN CONDUIT, BACKBOXES AND WIRING BY OTHERS.

16.233 ROOF TOP UNIT IS PROVIDED WITH A HACR RATED CIRCUIT BREAKER AND GFI DUPLEX RECEPTACLE, ALL CIRCUITRY SHALL BE ROUTED IN CONDUIT WITHIN UNIT TO THE TERMINATION POINT.

16.243 INSTALL MANUFACTURER FURNISHED JUNCTION BOX ABOVE DOOR HEADER FOR SECURITY CABLING, PROVIDE 1" CONDUIT (WITH PULL WIRE) FROM JUNCTION BOX TO STRUCTURE. TERMINATE AT BAR JOIST WITH BUSHING. COORDINATE INSTALLATION WITH MANUFACTURER'S REQUIREMENTS.

16.259 CONNECT CIRCUITRY TO FACTORY PROVIDED DISCONNECT SWITCH, E.C. SHALL INSTALL PROVIDED DOOR SWITCH PER MANUFACTURER'S RECOMMENDATIONS.

16.420A PROVIDE WP JUNCTION BOX WITH COVERPLATE AT 8'-6" AFG FOR MOUNTING OF EXTERIOR CAMERA. PROVIDE 3/4" CONDUIT THROUGH EXTERIOR WALL TO ABOVE BAR JOIST AND TERMINATE WITH BUSHING.

16.472 FURNISH AND INSTALL NEW CIRCUIT BREAKER (###-#P) IN EXISTING PANELBOARD INDICATED. E.C. SHALL MATCH MANUFACTURER, TYPE AND AIC RATING OF EXISTING CIRCUIT BREAKERS.

16.492 E.C. SHALL COORDINATE WITH GENERAL CONTRACTOR AND ARCHITECTURAL DEMOLITION PLANS THE EXTENT OF ELECTRICAL DEMOLITION. REMOVE UNUSED DEVICES, BOXES, CONDUITS, AND WIRING BACK TO ORIGINATING JUNCTION BOXES OR PANELBOARDS. REFERENCE POWER PLANS FOR CIRCUITRY TO BE REUSED. DEMOLITION SHALL NOT AFFECT ACTIVE CIRCUITS. IF CIRCUIT IS DEMOLISHED ALL THE WAY TO PANELBOARD, REMOVE CIRCUIT BREAKER AND REPLACE WITH FILLER PLATE. UPDATE TYPEWRITTEN CIRCUIT DIRECTORY IDENTIFYING CIRCUIT AS "SPACE". COORDINATE EXACT REQUIREMENTS WITH EXISTING CONDITIONS PRIOR TO BID.

16.508 INSECT CONTROL: PROVIDE BROWN DEVICE AND MATCHING COVERPLATE.

16.530 AIR DOOR AND CONTROL PANEL: PROVIDE POWER FROM DISCONNECT TO AIR DOOR CONTROL PANEL. PROVIDE AND INSTALL ALL INTERCONNECT WIRING BETWEEN THE CONTROL PANEL, AIR CURTAIN AND DOOR INTERLOCK SWITCH PER MANUFACTURER'S INSTRUCTIONS.

16.609 INSTALL FURNISHED ALARM JUNCTION BOX AT +60". PENETRATE COOLER WALL, AND ROUTE VERTICAL RACEWAY UP EXTERIOR SIDE OF COOLER WALL TO STRUCTURE. MINIMIZE EXPOSED CONDUIT ROUTED INSIDE COOLER BOXES. COORDINATE EXACT LOCATION WITH FIRE ALARM INSTALLER PRIOR TO ROUGH-IN. SEAL CONDUIT SLEEVE AND SLEEVE PENETRATION WITH SILICONE SEALANT AFTER CABLING IS INSTALLED.

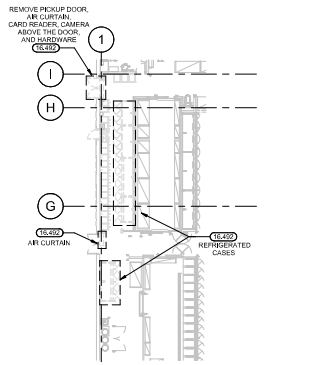
16.611 UNITS WITH SMOKE DETECTORS: PROVIDE 3/4" CONDUIT FROM LOW VOLTAGE WIRING COMPARTMENT, DOWN THROUGH ROOF CURB. REFERENCE MECHANICAL SCHEDULES FOR APPLICABLE UNITS.

16.620 AP REPEATER: PROVIDE 1" CONDUIT FROM JUNCTION BOX TO STRUCTURE. PROVIDE 1" CONDUIT FROM BACK OF BOX EXTENDED 2" INTO COOLER. POSITION JUNCTION BOX SO THAT SLEEVE IS 12" ABOVE DOOR ON NON ACTIVE SIDE OF DOOR OR 12" ABOVE ROLL SEAL ON OPPOSITE SIDE OF CONTROLS. TERMINATE EACH CONDUIT END WITH THREADED BUSHINGS. SEAL CONDUIT SLEEVE AND SLEEVE PENETRATION WITH SILICONE SEALANT AFTER CABLING IS INSTALLED.

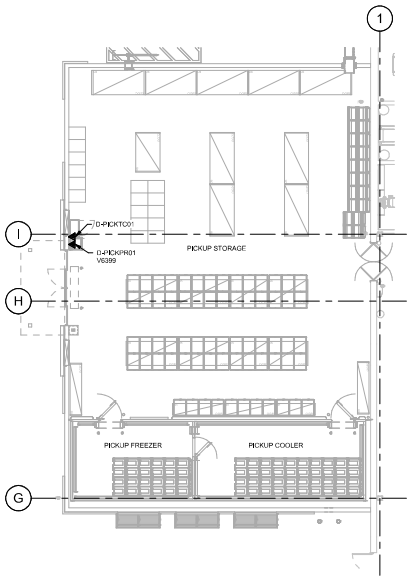
16.698 CONDUIT SLEEVE: PROVIDE (2) 2" CONDUIT (WITH PULL WIRE) FROM BAR JOIST TO PROVIDED DATA ENCLOSURE AND TERMINATE WITH COUPLER AND THREADED BUSHINGS. COORDINATE FINAL LOCATION WITH CABLE AND TELECOM SERVICES PRIOR TO INSTALLATION.

16.712 SURFACE MOUNT WP JUNCTION BOX ON WALL 24" BELOW COOLER/FREEZER BOX CEILING FOR CONDENSATE DRAIN HEAT TRACE TAPE. PROVIDE LIQUID-TIGHT FLEXIBLE METAL CONDUIT CONNECTION TO HEAT TAPE.

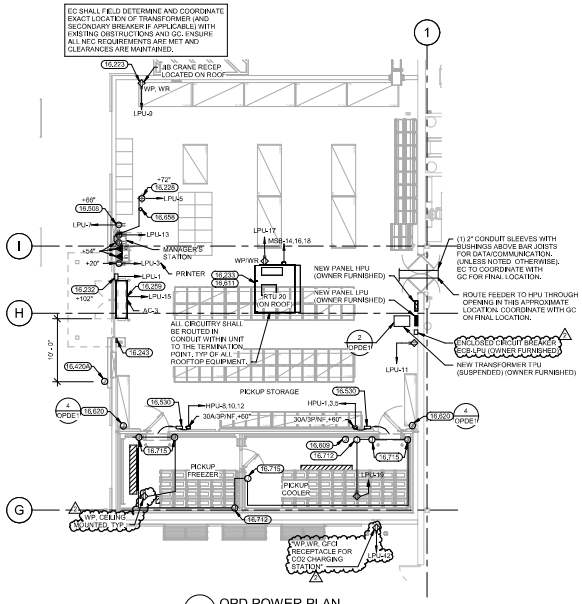
16.715 JUNCTION BOX PROVIDED WITH COOLER/FREEZER PANEL FOR CONNECTION TO LIGHTS, DOOR HEATERS, AND/OR HEATED VENTS. PROVIDE WEATHERPROOF EXTENSION AND COVERPLATE FOR RECESSED JUNCTION BOXES AS REQUIRED. FINAL TERMINATIONS BY REFRIGERATION CONTRACTOR.



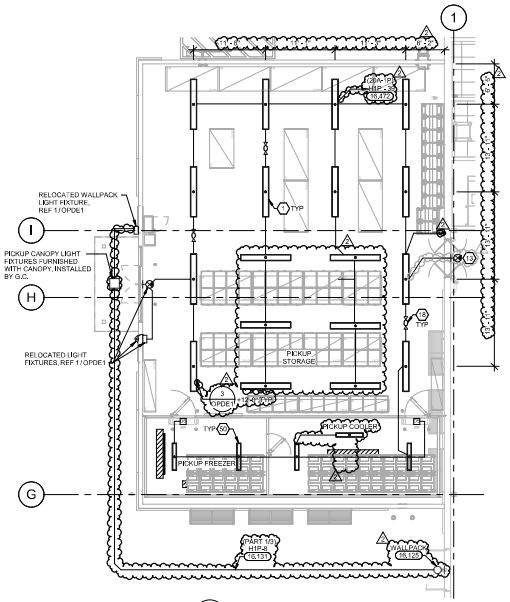
4 OP DEMOLITION ELECTRICAL PLAN
1/16" = 1'-0"



3 OPD TELECOM PLAN
1/8" = 1'-0"



2 OPD POWER PLAN
1/8" = 1'-0"



1 OPD LIGHTING PLAN
1/8" = 1'-0"

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08/14/26

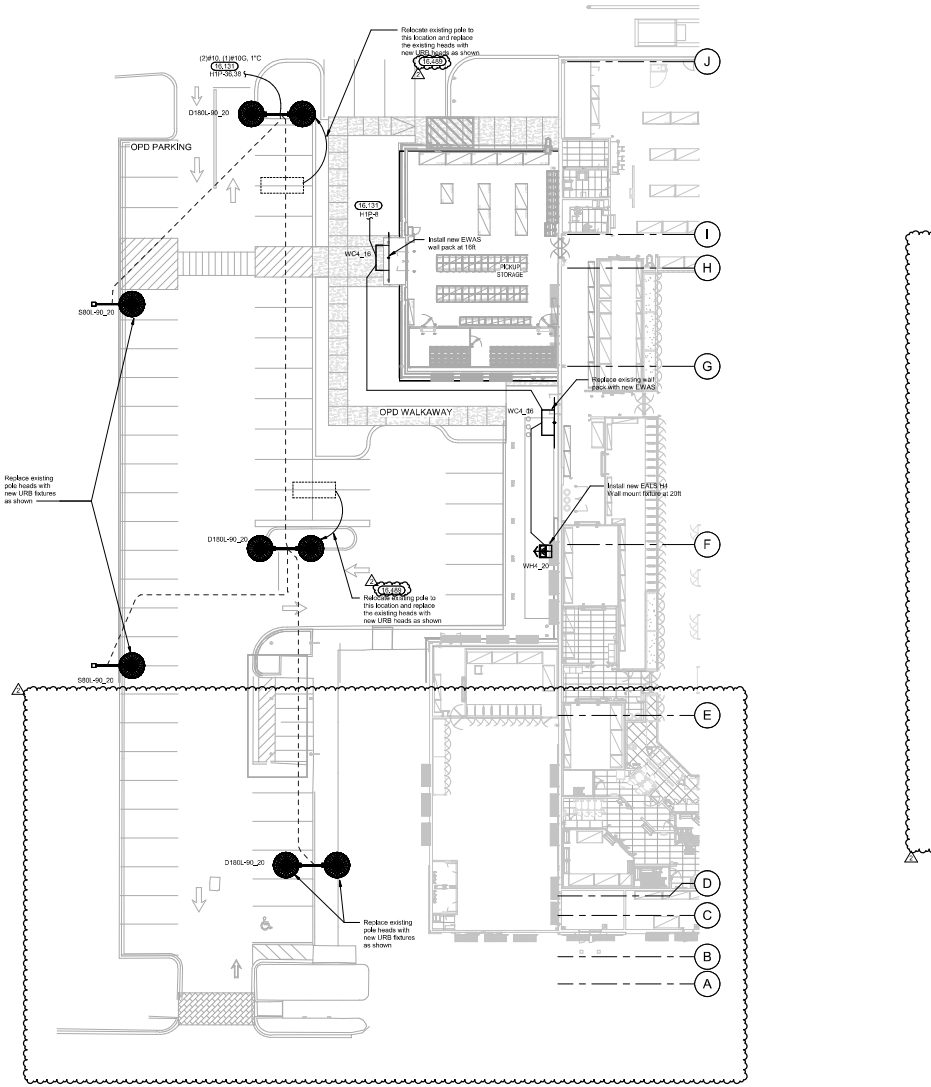
OPD ENLARGED ELECTRICAL PLANS

SHEET: OPDE2

586

E.C SHALL COORDINATE AND CONFIRM WITH WALMART CONSTRUCTION MANAGER FOR THE EXACT LOCATION OF NEW SITE LIGHTING POLES AND THE RELOCATED EXISTING LIGHTING POLE,INCLUDING ROUTING OF UNDERGROUND CONDUITS IN THE FIELD PRIOR TO COMMENCING ANY WORK.

NOTE: E.C SHALL FIELD VERIFY TO DETERMINE FOR THE EXACT SIZE & TYPE OF CONDUCTORS. ALSO, E.C. SHALL MEASURE THE EXACT DEMAND AMPERAGE OF EXISTING HOMERUN CIRCUIT AND PERFORM VOLTAGE DROP CALCULATION AS NEEDED TO ENSURE THAT THE EXISTING HOMERUN CONDUCTORS ARE ADEQUATE TO HANDLE THE NEW ADDITIONAL LIGHTING LOAD INDICATED. COORDINATE & CONFIRM WITH WALMART CONSTRUCTION MANAGER PRIOR TO COMMENCING ANY WORK.

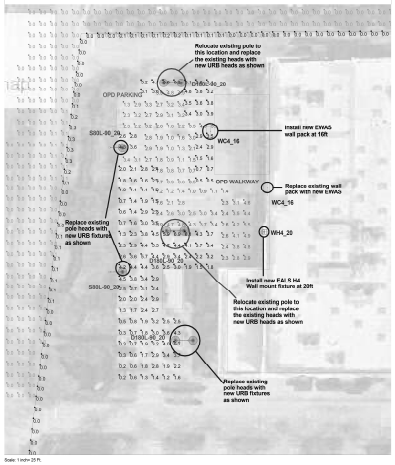


1 OPD SITE LIGHTING PLAN
1/16" = 1'-0"

PHOTOMETRICS ARE ONLY SHOWN FOR REFERENCE.

KEYNOTES

16.131 16.4002 CONNECT TO EXISTING CIRCUIT.
RELOCATE, EXTEND, AND RECONNECT CIRCUITRY AND ELECTRICAL DEVICES FOR RELOCATED AND/OR NEW EQUIPMENT. VERIFY CONDITION OF BRANCH CIRCUITRY, CONDUIT AND WIRE TO ENSURE THEY MEET ALL U.L. RATINGS AND REV. ACE AS REQUIRED. VERIFY FINAL LOCATION OF RELOCATED/NEW EQUIPMENT WITH WALMART CONSTRUCTION MANAGER PRIOR TO ROUGH-IN.



LSS = OPERATING HOURS AT WHICH AN AVERAGE OF 9% OF INITIAL LUMENS HAVE BEEN LOST IN A TESTED POPULATION OF LED PLATFORMS. THE POPULATION STILL EMITS 91% OF INITIAL LUMENS. THE LUMINAIRE HAS NOT FAILED. IT IS STILL OPERATING WITH A REDUCED LIGHT OUTPUT.

IN COMPARISON, HIGHLED LUMINAIRES ARE RATED WITH MEAN LUMENS MEASURED AT 40-50% OF RATED LIFE, DEPENDING ON TECHNOLOGY, AND #4103 LIFE OF 85K, WHERE 85K = OPERATING HOURS AT WHICH 50% OF A TESTED POPULATION OF LAMPS HAVE FAILED.

PROPERTY LINES BASED OFF REPORTED LIGHTING RETROFIT SURVEY AND GOOGLE EARTH PRO. CALCULATION AREAS TREATED AS GREEN AND EMPTY. NO TREES ARE CONSIDERED IN THE DESIGN. ACTUAL VALUES MAY VARY FROM CALCULATED VALUES SHOWN.
LED STATISTICS SHOWN ARE AT 50000 HOURS L50 RATING (~12 YEARS @ 12 HRS/DAY).

Notes:
This is a remodel request for the OPD area.
Material with "exist" label is already installed on site and is included here as light contribution only
All other material is what is being added to increase the lighting in the OPD Pick up area per request

Calculation Summary Illuminance Foot-candles

Label	Avg	Max	Min	Avg/Min	Max/Min
Limited Parking	2.69	6.9	0.2	13.45	34.50
Off Site	0.02	0.4	0.0	N.A.	N.A.
OPD PARKING	2.90	5.5	0.6	4.83	9.17
OPD WALKWAY	2.34	4.9	0.5	4.68	9.80
PROPERTY LINE	0.01	0.3	0.0	N.A.	N.A.

ADDITIONAL MATERIAL

Current Luminaire Schedule

Symbol	Qty	Label	Arrangement	LLF	Description	Arr. Watts	Arr. Lum. Lumens	IES3 Rating	[MANUFAC]
	2	WC4_16	SINGLE	0.931	14WWATTBOAW-740EW-MBLCK, mounted at 16ft	84	7980	67-UO-G2	CURRENT LIGHTING
	2	S80L-90_20	SINGLE	0.900	URB-CAP-28-SQ-90-SKY-UNV-4P-MRW-PHOTO TR pole on 2ft base	80.09	10623	82-UO-G2	CURRENT LIGHTING
	3	D180L-90_20	EACH BACK	0.900	URB-CAP-28-SQ-90-SKY-UNV-4P-MRW-PHOTO TR pole on 2ft base	180.18	21846	82-UO-G2	CURRENT LIGHTING
	1	WH4_20	SINGLE	0.931	114ALSGSSPA4P-730NDLT-BSLCK-WHWW-EAR1-BBSLCK, mounted at 20ft	140	20000	93-UO-G2	LUMINUM LIGHTING

Ordinance notes:
Relocated pole locations do not conflict with mature trees.
Pole fixtures are set at 20ft. They are fully cut-off with the light portion recessed so not visible off premises.
The selected fixture is not formally classified or marketed as "vandal-resistant."
However, it does incorporate features that may deter vandalism, including:
*Cast aluminum housing
*Acrylic optic secured with tamper-resistant Torx-head screws
*Installation height that places the fixture out of normal reach
*No access to internal components without the use of tools

Current

Designer Matthew Jathew Watkins
Date 10/17/2025
Drawing # Drawing Name Date Scale

Walmart #5911 Boynton Beach, FL OPD
AS1521F

Page 1 of 1

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NEW SHEET ADDED DURING PR#4 REVISION

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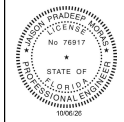
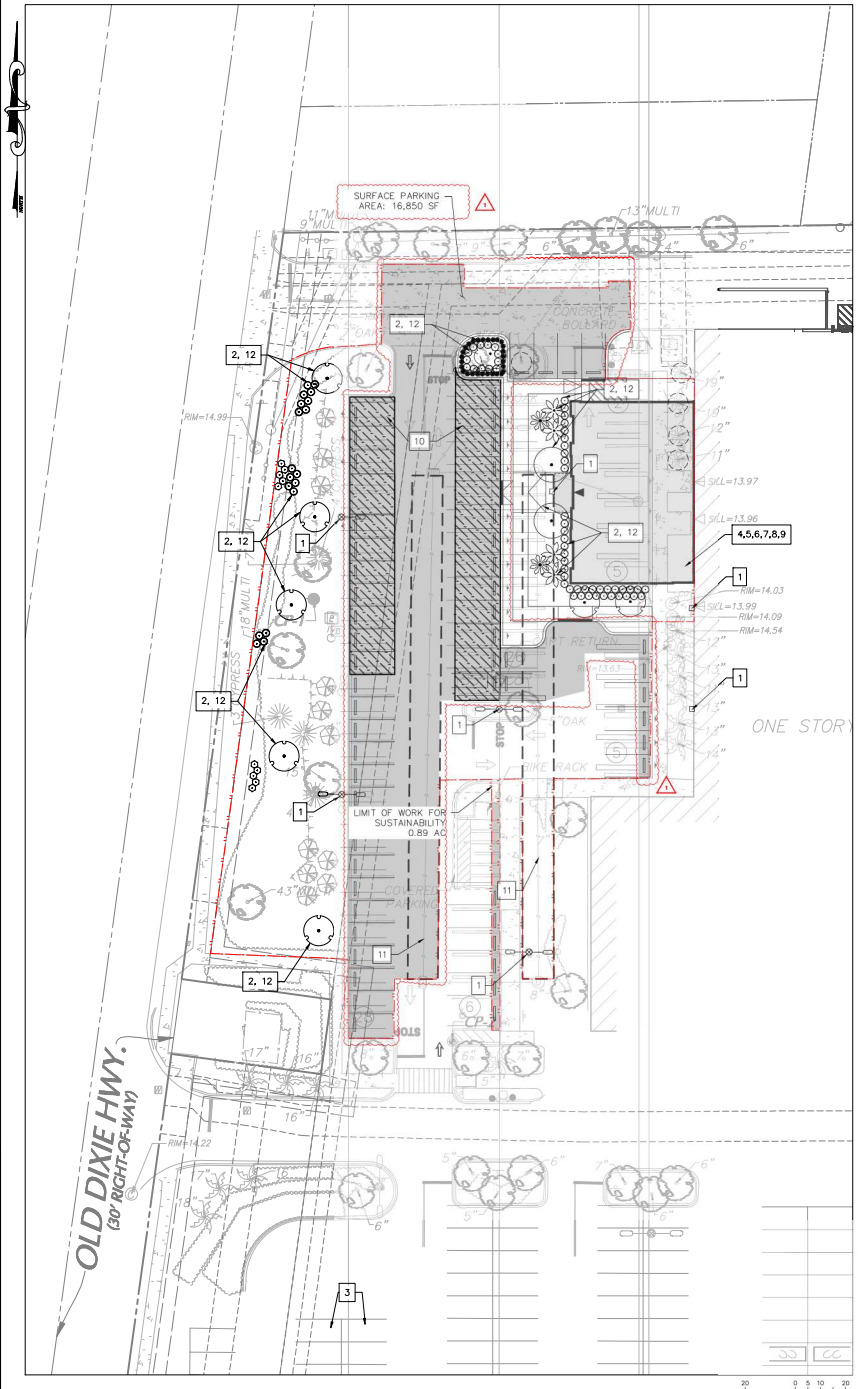


10/06/26

OPD SITE LIGHTING PLAN

SHEET OPDSE1

587



Sec 2 – Required Sustainable Devleopment Standards (Table 2–1)

			Complies	Comment
1	Outdoor Lighting	Utilization of warm white LED lighting for parking lots, pathway lighting, accent lighting and exterior building lighting.	Complies	See C-6 Photometric Plan
2	Butterfly Attracting Material	The landscape plan is designed to utilize a minimum of 5% butterfly attracting shrubs and trees in the planting scheme, with a minimum of three (3) different species of plant material.	Complies	See the Butterfly Attracting column on the Plant List table on the C-5 Landscape Plan
3	Electric Charging Stations	Provision of Level 2 charging station capable of servicing two (2) parking spaces for every fifty (50) dwelling units, or fraction thereof, in residential developments and one (1) per every fifty thousand (50,000) square feet of non-residential development.	Complies	See C-1.0 Overall Site Plan for EV locations
4	White Roof	Required for all products utilizing flat surfaces, roof must be white.	Complies	See Architectural Plan

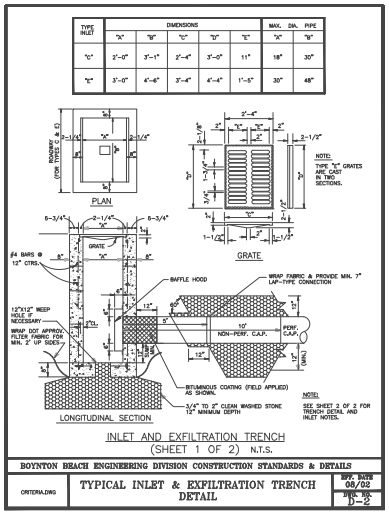
Table 3–1 Sustainable Development Options and Points

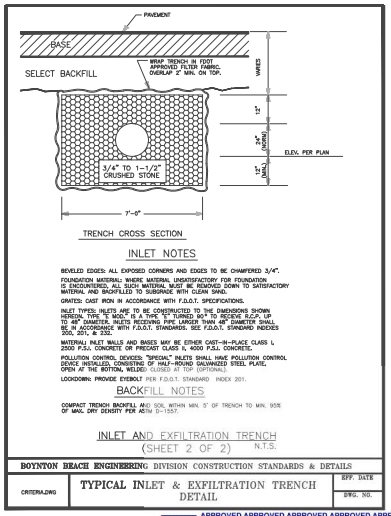
1. Energy			Total Available	Obtain	Comment
5	Efficient Cooling	All air conditioners are Energy Star qualified. Minimum SEER 16.	2	2	See Architectural/MEP Plans
6	Cool Roof	Use roofing materials that have a Solar Reflective Index (SRI) 75 for low-sloped roofs (<2:12) or 25 for steep-sloped roofs (>2:12) for a minimum of 75% of the roof surface.	2	2	See Architectural Plans
7	Building Color	Utilization of white or cool light colors for the body of buildings to reflect rather than absorb heat and reduce cooling costs. Accent and trim colors are not limited to these choices.	2	2	See Architectural Plans
8	Shade Structures for Buildings	Where provisions of shade structures are not required per code: Structures such as awnings, screens, louvers, or other architectural devices shall cover a minimum of 50% of glazed openings.	4	4	See Architectural/MEP Plans
9	Lighting	Provide energy efficient lighting such as LED lighting for building interiors for 100% of proposed lighting.	1	1	SeeArchitectural/MEP Plans
			Total	11	

3. Water Conservation and Management				Total Available	Obtain	Comment
10	Permeable Parking Surfaces	Permeable surfacing materials are used for some or all of surface parking areas.	25% minimum	4	4	Surface parking area: 16,850 sq ft 25%: 4,212 sq ft Provided permeable area: 3,261 sq ft
			50% minimum	6		
			75% minimum	8		
11	Vault System	Utilize a vault system for stormwater management to maximize usable open space on urban sites.		4	4	See C-3 Utility Plan for Vault System location
				Total	8	

4. Urban Nature			Total Available	Obtain	Comment
12	Habitat Restoration	Using only native or Florida Friendly plant species, restore pre-development native habitat on the project site in an area equal to or greater than 10% of the development footprint, working with a landscape architect to ensure that restored areas feature waterwise, native and drought tolerant plants.	4	4	See the Native column on the Plant List table on C-5 Landscape Plan
			Total	4	

Sustainable Development Points Summary	
1. Energy	11
3. Water Conservation and Management	8
4. Urban Nature	4
Grand Total	23





EXISTING STORM VAULT SYSTEM FOR REFERENCE ONLY

(6085 CITY OF BOYNTON BEACH - PAVING, GRADING, AND DRAINAGE DETAILS PREPARED BY KIMLEY-HORN, DATED 3/4/2010)

PARKING SURFACE AREA

PERMEABLE PARKING SURFACE

VALVE SYSTEM, EXFILTRATION TRENCH

LIMIT OF WORK FOR SUSTAINABILITY

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

READY FOR DECISION

Planning & Zoning Division

November 12, 2026

Project #: 2025.09.5739

APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED APPROVED

SUSTAINABILITY EXHIBIT

REVISIONS	BY
10/20/2026 P&Z COMMENTS	ML

LANGAN

LANGAN
Langan Engineering and Environmental Services, LLC.
13485 Veterans Way, Suite 120
Orlando, FL 32827
T: 407.974.2900 F: 407.974.2901 www.langan.com
FBPE Register No. 00006466/LB8172/LB8198

SUPERCENTER #5911.276
BOYNTON BEACH, FL
WALMART INC.
814 RESPECT DRIVE
BENTONVILLE, AR 72716

Project No. 342044901

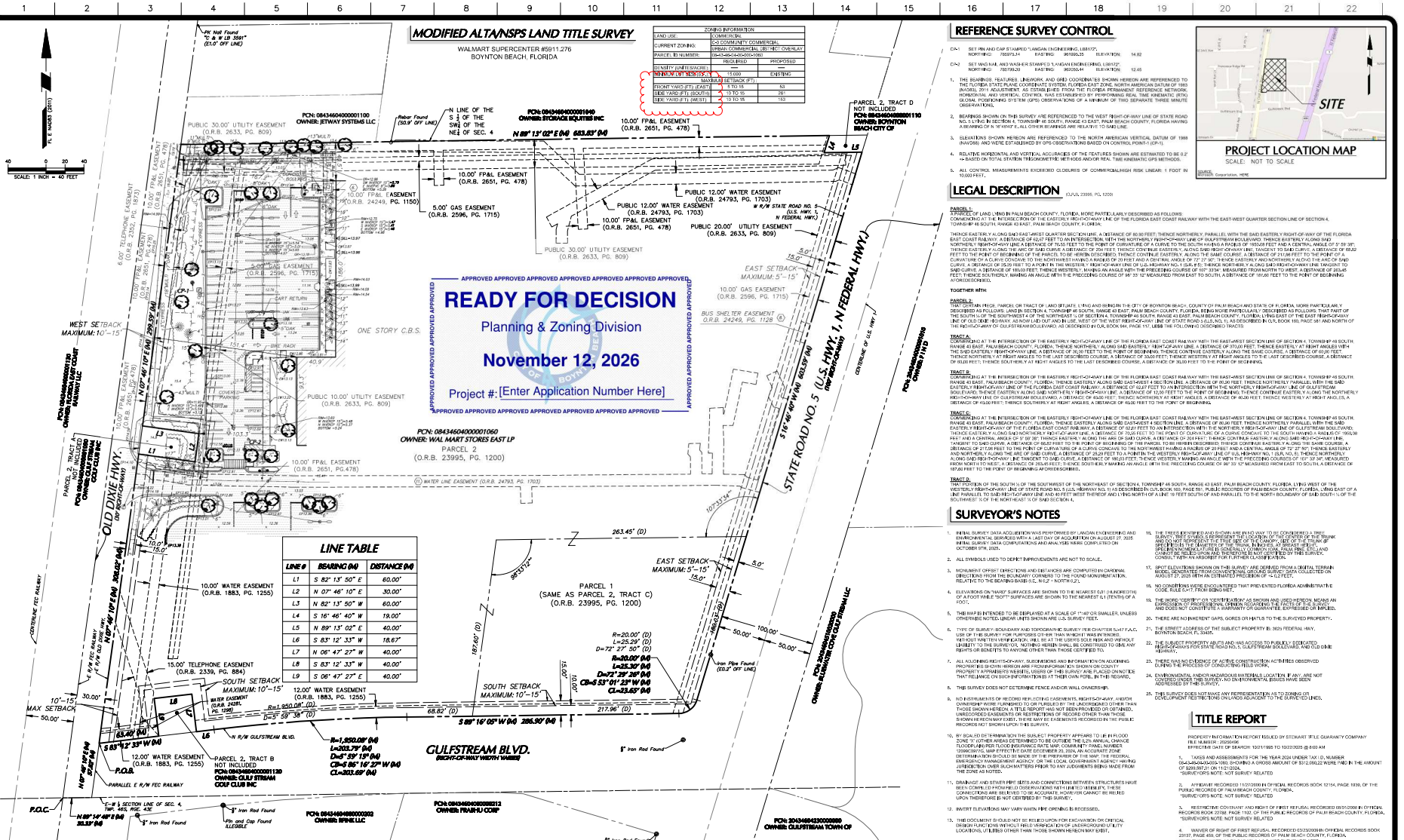
DRAWN ML
CHECKED AR
DATE OCTOBER 5, 2026
SCALE AS NOTED
JOB No. 342044901
SHEET EX-1

© 2025 Langan

MODIFIED ALTA/NSPS LAND TITLE SURVEY

WALMART SUPERCENTER #5911.276
BOYNTON BEACH, FLORIDA

ZONING INFORMATION			
LAND USE:	COMMERCIAL		
CURRENT ZONING:	GC COMMUNITY COMMERCIAL URBAN COMMERCIAL DISTRICT OVERLAY		
PARCEL ID NUMBER:	08434604050010060		
	REQUIRED	PROPOSED	
DENSITY (UNITS/ACRE):	---	---	
MINIMUM LOT SIZE (S.F.):	15,000	EXISTING	
MAXIMUM SETBACK (FT):			
FRONT YARD (FT) (EAST):	5 TO 15	53	
SIDE YARD (FT) (SOUTH):	10 TO 15	261	
SIDE YARD (FT) (WEST):	10 TO 15	153	



REFERENCE SURVEY CONTROL

CP-1 SET: PIN AND CAP STAMPED "LANGAN ENGINEERING, LB#127". NORTHING: 7557575.74 EASTING: 961595.25 ELEVATION: 14.82

CP-2 SET: MAG NAIL AND WASHER STAMPED "LANGAN ENGINEERING, LB#127". NORTHING: 7557939.20 EASTING: 962050.44 ELEVATION: 12.45

1. THE BEARINGS, FEATURES, LINEWORK, AND GRID COORDINATES SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT, AS ESTABLISHED FROM THE FLORIDA PERMANENT REFERENCE NETWORK. HORIZONTAL AND VERTICAL CONTROL WAS ESTABLISHED BY PERFORMING REAL TIME KINEMATIC (RTK) GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS OF A MINIMUM OF TWO SEPARATE THREE MINUTE OBSERVATIONS.
2. BEARINGS SHOWN ON THIS SURVEY ARE REFERENCED TO THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 5 (U.S. HWY. 1) IN SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA HAVING A BEARING OF N 16°46'40" E, ALL OTHER BEARINGS ARE RELATIVE TO SAID LINE.
3. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND WERE ESTABLISHED BY GPS OBSERVATIONS BASED ON CONTROL POINT-1 (CP-1).
4. RELATIVE HORIZONTAL AND VERTICAL ACCURACIES OF THE FEATURES SHOWN ARE ESTIMATED TO BE 0.2' ± BASED ON TOTAL STATION TRIGONOMETRIC METHODS AND/OR REAL TIME KINEMATIC GPS METHODS.
5. ALL CONTROL MEASUREMENTS EXCEEDED CLOSURES OF COMMERCIAL/HIGH RISK LINEAR: 1 FOOT IN 10,000 FEET.

LEGAL DESCRIPTION

(O.R.B. 23995, PG. 1200)

PARCEL 1:

A PARCEL OF LAND LYING IN PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY WITH THE EAST-WEST QUARTER SECTION LINE OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA;

THENCE EASTERLY ALONG SAID EAST-WEST QUARTER SECTION LINE, A DISTANCE OF 60.00 FEET; THENCE NORTHERLY, PARALLEL WITH THE SAID EASTERLY RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY, A DISTANCE OF 1527 FEET TO AN INTERSECTION, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF GULFSTREAM BOULEVARD; THENCE EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1883.50 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTH HAVING A RADIUS OF 1950.08 FEET AND A CENTRAL ANGLE OF 5° 59' 38"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 204 FEET; THENCE CONTINUE EASTERLY, ALONG SAID RIGHT-OF-WAY LINE, TANGENT TO SAID CURVE, A DISTANCE OF 65.82 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE HEREIN DESCRIBED; THENCE CONTINUE EASTERLY ALONG THE SAME COURSE, A DISTANCE OF 31.24 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 20 FEET AND A CENTRAL ANGLE OF 72° 27' 30"; THENCE EASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 25.29 FEET TO A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (S.R. 5); THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE TANGENT TO SAID CURVE, A DISTANCE OF 183.23 FEET; THENCE WESTERLY, MAKING AN ANGLE OF 90° 00' 00" WITH THE PRECEDING COURSE, A DISTANCE OF 107.97 FEET; THENCE SOUTHERLY, MAKING AN ANGLE OF 90° 00' 00" WITH THE PRECEDING COURSE, A DISTANCE OF 183.60 FEET; THENCE WESTERLY, MAKING AN ANGLE OF 90° 00' 00" WITH THE PRECEDING COURSE, A DISTANCE OF 1,883.50 FEET; THENCE SOUTHERLY, MAKING AN ANGLE OF 90° 00' 00" WITH THE PRECEDING COURSE, A DISTANCE OF 183.60 FEET; THENCE EASTERLY, MAKING AN ANGLE OF 90° 00' 00" WITH THE PRECEDING COURSE, A DISTANCE OF 107.97 FEET TO THE POINT OF BEGINNING AFOREDESCRIBED.

TOGETHER WITH:

PARCEL 2:

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE CITY OF BOYNTON BEACH, COUNTY OF PALM BEACH AND STATE OF FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: LAND IN SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY, AS NOW LAID OUT AND IN USE, WEST OF THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 5 (U.S. NO. 1), AS DESCRIBED IN O.R. BOOK 180, PAGE 561 AND NORTH OF THE RIGHT-OF-WAY OF GULFSTREAM BOULEVARD, AS DESCRIBED IN O.R. BOOK 844, PAGE 117, LESS THE FOLLOWING DESCRIBED TRACTS:

TRACT A:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY WITH THE EAST-WEST SECTION LINE OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 1520 FEET; THENCE EASTERLY, AT RIGHT ANGLES WITH THE SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG THE SAME COURSE, A DISTANCE OF 60.00 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 30.00 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 60.00 FEET; THENCE SOUTHERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

TRACT B:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY WITH THE EAST-WEST SECTION LINE OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID EAST-WEST SECTION LINE, A DISTANCE OF 1520 FEET; THENCE NORTHERLY, PARALLEL WITH THE SAID EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A DISTANCE OF 30.27 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF GULFSTREAM BOULEVARD; THENCE EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,206 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF GULFSTREAM BOULEVARD, A DISTANCE OF 65.66 FEET; THENCE NORTHERLY, AT RIGHT ANGLES, A DISTANCE OF 40.00 FEET; THENCE WESTERLY, AT RIGHT ANGLES, A DISTANCE OF 40.00 FEET; THENCE SOUTHERLY, AT RIGHT ANGLES, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

TRACT C:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY WITH THE EAST-WEST SECTION LINE OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID EAST-WEST SECTION LINE, A DISTANCE OF 1520 FEET; THENCE NORTHERLY, PARALLEL WITH THE SAID EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A DISTANCE OF 30.27 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF GULFSTREAM BOULEVARD; THENCE EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,206 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF GULFSTREAM BOULEVARD, A DISTANCE OF 65.66 FEET; THENCE NORTHERLY, AT RIGHT ANGLES, A DISTANCE OF 40.00 FEET; THENCE WESTERLY, AT RIGHT ANGLES, A DISTANCE OF 40.00 FEET; THENCE SOUTHERLY, AT RIGHT ANGLES, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

TRACT D:

THAT PORTION OF THE SOUTH ½ OF THE SOUTHWEST OF THE NORTHEAST OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 5 (U.S. HIGHWAY NO. 1) AS DESCRIBED IN O.R. BOOK 180, PAGE 561, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING EAST OF A LINE PARALLEL TO SAID RIGHT-OF-WAY LINE AND 40 FEET WEST THEREOF AND LYING NORTH OF A LINE 19 FEET SOUTH OF AND PARALLEL TO THE NORTH BOUNDARY OF SAID SOUTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 4.

SURVEYOR'S NOTES

1. INITIAL SURVEY DATA ACQUISITION WAS PERFORMED BY LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES WITH A LAST DAY OF ACQUISITION ON AUGUST 27, 2025. INITIAL SURVEY DATA COMPUTATIONS AND ANALYSIS WERE COMPLETED ON OCTOBER 9TH, 2025.
2. ALL SYMBOLS USED TO DEPICT IMPROVEMENTS ARE NOT TO SCALE.
3. MONUMENT OFFSET DIRECTIONS AND DISTANCES ARE COMPUTED IN CARDINAL DIRECTIONS FROM THE BOUNDARY CORNERS TO THE FOUND MONUMENTATION, RELATIVE TO THE BASIS OF BEARINGS (I.E., N/S/ E / W/NORTH/S).
4. ELEVATIONS ON "HARD" SURFACES ARE SHOWN TO THE NEAREST 0.01 (HUNDREDTH) OF A FOOT WHILE "SOFT" SURFACES ARE SHOWN TO THE NEAREST 0.1 (TENTH) OF A FOOT.
5. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=40' OR SMALLER, UNLESS OTHERWISE NOTED. LINEAR UNITS SHOWN ARE U.S. SURVEY FEET.
6. TYPE OF SURVEY: BOUNDARY AND TOPOGRAPHIC SURVEY PER CHAPTER 5J-17 F.A.C. USE OF THIS SURVEY FOR PURPOSES OTHER THAN WHAT IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.
7. ALL ADJOINING RIGHTS-OF-WAY, SUBDIVISIONS AND INFORMATION ON ADJOINING PROPERTIES SHOWN HEREON ARE FROM RECORD INFORMATION ON PUBLIC PROPERTY APPRAISER'S WEBSITE. USERS OF THIS SURVEY ARE PLACED ON NOTICE THAT RELIANCE ON SUCH INFORMATION IS AT THEIR OWN PERIL IN THIS REGARD.
8. THIS SURVEY DOES NOT DETERMINE FENCE AND/OR WALL OWNERSHIP.
9. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED OTHER THAN THOSE SHOWN HEREON. A TITLE REPORT HAS NOT BEEN PROVIDED OR OBTAINED. UNRECORDED EASEMENTS OR RESTRICTIONS OF RECORD OTHER THAN THOSE SHOWN HEREON MAY EXIST. THERE MAY BE EASEMENTS RECORDED IN THE PUBLIC RECORDS NOT SHOWN UPON THIS SURVEY.
10. BY SCALED DETERMINATION THE SUBJECT PROPERTY APPEARS TO BE IN FLOOD ZONE "X" (OTHER AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 12099C0557G, MAP EFFECTIVE DATE OCTOBER 05, 2024, AN ACCURATE ZONE DETERMINATION SHOULD BE MADE BY THE PREPARER OF THE MAP, THE FEDERAL EMERGENCY MANAGEMENT AGENCY OR THE LOCAL GOVERNMENT AGENCY HAVING JURISDICTION OVER SUCH MATTERS PRIOR TO ANY JUDGMENTS BEING MADE FROM THE ZONE AS NOTED.
11. DRAINAGE AND SEWER PIPE SIZES AND CONNECTIONS BETWEEN STRUCTURES HAVE BEEN COMPILED FROM FIELD OBSERVATIONS WITH LIMITED VISIBILITY. THESE CONDITIONS ARE BELIEVED TO BE ACCURATE, HOWEVER CANNOT BE RELIED UPON THEREFORE IS NOT CERTIFIED BY THIS SURVEY.
12. INVERT ELEVATIONS MAY VARY WHEN PIPE OPENING IS RECESSED.
13. THIS DOCUMENT SHOULD NOT BE RELIED UPON FOR EXCAVATION OR CRITICAL DESIGN FUNCTIONS WITHOUT FIELD VERIFICATION OF UNDERGROUND UTILITY LOCATIONS, UTILITIES OTHER THAN THOSE SHOWN HEREON MAY EXIST.
14. UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE UNDERGROUND IMPROVEMENTS, UTILITIES, FOOTINGS, AND/OR FOUNDATIONS WHICH MAY OR MAY NOT MEASURE TO DEED OR EASEMENT LIMITS.
15. UNDERGROUND UTILITIES SHOWN HEREON WERE DESIGNATED BY GEORGE F. YOUNG, INC. ON OCTOBER 8, 2025. USING ABOVE GROUND STRUCTURES AND ARE BELIEVED TO BE ACCURATE, HOWEVER, THE LOCATION OF ALL UNDERGROUND UTILITIES SHOULD BE VERIFIED PRIOR TO ANY SUBSURFACE EXCAVATION.
16. THE TREES IDENTIFIED AND SHOWN ARE IN NO WAY TO BE CONSIDERED A TREE SURVEY. ONLY TREES 6 INCHES OR GREATER AT THE LOCATION OF THE DIAMETER AT BREAST HEIGHT (DBH) MEASUREMENT (4.5 FEET ABOVE GROUND) ARE LOCATED. IT IS THE INTENT OF SPECIMEN TREE IDENTIFICATION TO GENERALLY COMMON PALM TREE SPECIES, ETC.) AND CANNOT BE RELIED UPON AND THEREFORE IS NOT CERTIFIED BY THIS SURVEY. CONSULT WITH AN ARBORIST FOR FURTHER CLASSIFICATION.
17. SPOT ELEVATIONS SHOWN ON THIS SURVEY ARE DERIVED FROM A DIGITAL TERRAIN MODEL GENERATED FROM CONVENTIONAL GROUND SURVEY DATA COLLECTED ON AUGUST 27, 2025 WITH AN ESTIMATED PRECISION OF ± 0.2 FEET.
18. NO CONDITIONS WERE ENCOUNTERED THAT PREVENTED FLORIDA ADMINISTRATIVE CODE RULE 5J-17 FROM BEING MET.
19. THE WORD "CERTIFY" OR "CERTIFICATION" AS SHOWN AND USED HEREON, MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED.
20. THERE ARE NO APPARENT GAPS, GORES OR HIATUS TO THE SURVEYED PROPERTY.
21. THE STREET ADDRESS OF THE SUBJECT PROPERTY IS: 3625 FEDERAL HWY., BOYNTON BEACH, FL, 33435.
22. THE SUBJECT PROPERTY ABUTS AND HAS ACCESS TO PUBLICLY DEDICATED RIGHT-OF-WAYS FOR STATE ROAD NO. 5, GULFSTREAM BOULEVARD, AND OLD DIXIE HIGHWAY.
23. THERE WAS NO EVIDENCE OF ACTIVE CONSTRUCTION ACTIVITIES OBSERVED DURING THE PROCESS OF CONDUCTING THIS SURVEY.
24. ENVIRONMENTAL AND/OR HAZARDOUS MATERIALS LOCATION, IF ANY, ARE NOT COVERED UNDER THIS SURVEY. NO ENVIRONMENTAL ISSUES HAVE BEEN ASSIGNED BY THE SURVEYOR.
25. THIS SURVEY DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON LANDS ADJACENT TO THE SURVEYED LANDS.

TITLE REPORT

PROPERTY INFORMATION REPORT ISSUED BY: STEWART TITLE GUARANTY COMPANY
FILE NUMBER: 25030496
EFFECTIVE DATE OF SEARCH: 10/31/1925 TO 10/27/2025 @ 8:00 AM

1. TAXES AND ASSESSMENTS FOR THE YEAR 2024 UNDER TAX I.D. NUMBER 08434604305010060 SHOWING A GROSS AMOUNT OF $312,690.22 WERE PAID IN THE AMOUNT OF $269,997.21 ON 11/21/2024.
*SURVEYOR'S NOTE: NOT SURVEY RELATED

2. AFFIDAVIT RECORDED 11/27/2000 IN OFFICIAL RECORDS BOOK 12154, PAGE 1939, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
*SURVEYOR'S NOTE: NOT SURVEY RELATED

3. RESTRICTIVE COVENANT AND RIGHT OF FIRST REFUSAL RECORDED 08/01/2000 IN OFFICIAL RECORDS BOOK 12158, PAGE 1102, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
*SURVEYOR'S NOTE: NOT SURVEY RELATED

4. WAIVER OF RIGHT OF FIRST REFUSAL RECORDED 03/23/2020 IN OFFICIAL RECORDS BOOK 29137, PAGE 459, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
*SURVEYOR'S NOTE: AS TO PARCELS 1 & 2, NOT SURVEY RELATED

5. NOTICE OF ENVIRONMENTAL RESOURCE OR SURFACE WATER MANAGEMENT PERMIT RECORDED 11/29/2010 IN OFFICIAL RECORDS BOOK 24219, PAGE 161, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
*SURVEYOR'S NOTE: AS TO PARCELS 1 & 2, NOT SURVEY RELATED

6. PUBLIC TRANSIT BUS SHELTER EASEMENT RECORDED 12/06/2010 IN OFFICIAL RECORDS BOOK 24249, PAGE 1128, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
*SURVEYOR'S NOTE: AS TO PARCELS 1 & 2, NOT SURVEY RELATED

7. DECLARATION OF UNITY OF TITLE RECORDED 12/06/2010 IN OFFICIAL RECORDS BOOK 24249, PAGE 1135 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
*SURVEYOR'S NOTE: IT'S LOCATION IS SHOWN

8. TEMPORARY CONSTRUCTION ACCESS EASEMENT RECORDED 12/06/2010 IN OFFICIAL RECORDS BOOK 24249, PAGE 1154, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
*SURVEYOR'S NOTE: AS TO PARCELS 1 & 2, NOT SURVEY RELATED

9. EASEMENT RECORDED 12/09/2010 IN OFFICIAL RECORDS BOOK 24249, PAGE 1180, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
*SURVEYOR'S NOTE: ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT

10. EASEMENT AGREEMENT RECORDED 12/28/2010 IN OFFICIAL RECORDS BOOK 24281, PAGE 1298, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
*SURVEYOR'S NOTE: ITS LOCATION IS SHOWN

11. TEMPORARY CONSTRUCTION EASEMENT RECORDED 12/28/2010 IN OFFICIAL RECORDS BOOK 24281, PAGE 1309, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
*SURVEYOR'S NOTE: ITS LOCATION IS SHOWN

12. EASEMENT RECORDED 11/29/2011 IN OFFICIAL RECORDS BOOK 24793, PAGE 1703, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
*SURVEYOR'S NOTE: ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT

13. ORDER IMPOSING LIEN RECORDED 09/19/2015 IN OFFICIAL RECORDS BOOK 27616, PAGE 293, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
*SURVEYOR'S NOTE: ITS LOCATION IS SHOWN

14. ORDER IMPOSING PENALTIES / LIEN RECORDED 07/18/2019 IN OFFICIAL RECORDS BOOK 29845, PAGE 1931, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
*SURVEYOR'S NOTE: AS TO PARCELS 1 & 2, NOT SURVEY RELATED

15. NOTICE OF COMMENCEMENT RECORDED ON 09/17/2025 IN OFFICIAL RECORDS BOOK 33602, PAGE 245, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
*SURVEYOR'S NOTE: NOT SURVEY RELATED

SURVEYOR'S CERTIFICATION

TO:
1. Wal-Mart Stores East, LP, a Delaware limited partnership

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 6(b), 6(c), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 11, 13, 14, 16, 17, 18, 19, 20(a), 21(b), 21(c), 21(d), 21(h) (OBSERVED EVIDENCE) OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON AUGUST 14, 2024.

DATE OF PLAT OR MAP: SEE TITLE BLOCK FOR DATE OF LAST REVISION.

Shaun Hoons
Digitally signed by Shaun Hoons
DN: C=US, E=shoons@langan.com, O=Langan Engineering and Environmental Services, LLC, CN=Shaun Hoons
Date: 2025.10.09 10:46:00 -04'00'

SHAUN HOONS
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS7515
LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, LLC
LICENSED BUSINESS NUMBER LB#127, STATE OF FLORIDA

THE FEATURES SHOWN ON THIS SURVEY ARE VALID AS TO THE DATE OF THE LAST DATE OF FIELD WORK, NOT TO THE SIGNATURE DATE OF THIS CERTIFICATION.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE NAMED PROFESSIONAL SURVEYOR AND MAPPER USING A CRYPTOGRAPHIC KEY. SEE DIGITAL CERTIFICATE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED & THE AUTHENTICATION CODE MUST BE VERIFIED ON ALL ELECTRONIC COPIES.

LEGEND AND ABBREVIATIONS

(NOT SHOWN TO SCALE)

- CONTROL POINT (FOUND/SET)
- NAIL (FOUND/SET)
- IRON PIPE (FOUND/SET)
- IRON ROD FOUND
- PIN AND CAP (FOUND/SET)
- REBAR (FOUND/SET)
- SUBDIVISION LINES
- EASEMENT BOUNDARY
- PROPERTY BOUNDARY
- ADJOINING PROPERTY BOUNDARY
- RIGHT-OF-WAY LINE
- SETBACK LINE
- ASPHALT PAVEMENT
- BUILDING
- CONCRETE PAD
- CHAIN LINK FENCE
- TOP OF SLOPE
- BOTTOM OF SLOPE
- TREE/HEDGE LINE
- LANDSCAPING EDGE
- BUILDING OVERHANG
- UNDERGROUND DRAINAGE LINE
- UNDERGROUND WATER LINE
- SANITARY GRAVITY MAIN
- OVERHEAD WIRES
- LIGHT POLES
- SIGN
- UTILITY POLE
- GUY ANCHOR
- GATE
- UTILITY BOX/PEDESTAL
- UTILITY METER
- UTILITY MARKER
- UNDERGROUND VAULT
- CATCH BASIN
- MANHOLE (AS IDENTIFIED)
- UTILITY VALVE (AS IDENTIFIED)
- FIRE HYDRANT
- IRRIGATION CONTROL VALVE
- CLEANOUT
- ROOF DRAIN
- ENTRY DOOR (SINGLE/DOUBLE)
- BOLLARD
- CONCRETE BLOCK STRUCTURE
- EDGE OF PAVEMENT
- EDGE OF SIDEWALK
- POST INDICATOR VALVE
- GRATED INLET
- INVERT ELEVATION

ENG. — ENGINEERING
FEMA — FEDERAL EMERGENCY MANAGEMENT AGENCY
FDOT — FLORIDA DEPARTMENT OF TRANSPORTATION
FPL — FLORIDA POWER AND LIGHT
(D) — DEED BEARING/DISTANCE
(M) — MEASURED BEARING/DISTANCE
P.O.B. — POINT OF BEGINNING
P.O.C. — POINT OF COMMENCEMENT
GPS — GLOBAL POSITIONING SYSTEM
LB — LICENSED BUSINESS
NGS — NATIONAL GEODETIC SURVEY
NAVD88 — NORTH AMERICAN VERTICAL DATUM OF 1988
NAD83 — NORTH AMERICAN DATUM OF 1983
ELEV — ELEVATION
N — NORTH (STATE PLANE GRID)
E — EAST (STATE PLANE GRID)
C.C.R. — CERTIFIED CORNER RECORD
F.A.C. — FLORIDA ADMINISTRATIVE CODE
No. — NUMBER
O.R.B. — OFFICIAL RECORD BOOK
PG. — PAGE
PCN — PARCEL CONTROL NUMBER
BLVD. — BOULEVARD
S.R. — STATE ROUTE

R/W — RIGHT-OF-WAY
RGE. — RANGE
SEC. — SECTION
TWP. — TOWNSHIP
S.F. — SQUARE FEET
BM — BENCHMARK
R — RADIUS
L — ARC LENGTH
D — DELTA ANGLE
CB — CHORD BEARING
CL — CHORD LENGTH
DECIDUOUS TREE
PALM TREE
PINE TREE

SURVEYED DESCRIPTION

ALL THAT PIECE AND PARCEL OF LAND LYING IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LYING EAST OF THE RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY, WEST OF THE WEST RIGHT

EXHIBIT “D”

Conditions of Approval

Project Name: Walmart at Gulfstream Boulevard
File number: MSPM- 2025.09.5739, ZNCV 2025.09.5739
Reference: December 1, 2026, Commission Meeting

DEPARTMENTS	INCLUDE	REJECT
CRA		
Comments: None	X	
PUBLIC ART		
Comments: None	X	
BUILDING		
Comments: None	X	
FIRE		
Comments: None	X	
POLICE		
Comments:		
1. Shrubs/hedges should be no taller than 2 feet near walkways, entrances, and parking lots.	X	
2. Tree branches should be at least 6 feet above ground to avoid creating hiding spots.	X	
3. Keep clear views between the building, parking lot, and pickup area. Avoid tall plants or solid walls that block sightlines.	X	
4. Make sure parking lots, walkways, and entrances are well-lit especially around OPD parking spaces and employee doors.	X	
5. Add wall or canopy lighting around the new OPD area to remove dark spots.	X	
6. Do not design canopies or structures that block visibility from the street or between the store and parking area.	X	
7. Install and maintain cameras covering parking areas, entrances, and the OPD pickup zone.	X	
8. Make sure lighting supports clear camera footage — avoid glare or blind spots.	X	
ENGINEERING / PUBLIC WORKS / UTILITIES		

DEPARTMENTS		INCLUDE	REJECT
Comments:			
1.	The Land Development Permit (LDP) shall be required prior to the commencement of any new construction (or modification) of site improvements, required infrastructure, and activities listed in accordance with the 2010 LDR Ch. 2. Art. III. Sec. 3.	X	
2.	At the time the Engineer of Record submits plans for a Land Development Permit (LDP), an in-depth review will take place. The plans shall be in compliance with all Land Development Regulations, the Engineering Design Handbook and Construction Standards (EDHCS) and all other applicable standards and requirements set forth by the city or other public entities having jurisdictional responsibility.	X	
3.	Permits required from other permitting agencies such as Florida Department of Transportation (FDOT), South Florida Water Management District (SFWMD), Lake Worth Drainage District (LWDD), Florida Department of Environmental Protection (FDEP), Palm Beach County Health Department (PBCHD), Palm Beach County Engineering Department (PBCED), Palm Beach County Department of Environmental Resource Management (PBCDERM) and any others, shall be required prior to issuance of a Land Development Permit.	X	
	All traffic signing and pavement marking shall comply with the U.S. Department of Transportation Federal Highway Administration Manual on Uniform Traffic Control Devices.	X	
4.	Prior to permit application, contact the Public Works Department (561-742-6200) regarding the removal of refuse during the construction phase per the CODE, Section 10-26 (a).	X	
	Full drainage plans, including drainage calculations, in accordance with the 2010 LDR, Chapter 4, Article VIII, Section 3.G. will be required at the time of permitting.	X	
5.	The City of Boynton Beach is working with other regulatory agencies to rename the portion of Federal Highway adjacent to the site from "North" to "South" Federal Highway to be consistent with the City's addressing governance policy. Coordination will be required at the time of permitting for address modification.	X	
PLANNING AND ZONING			
Comments:			
6.	It is the applicant's responsibility to ensure that the application requests are publicly advertised in accordance with Ordinance 04-007 and Ordinance 05-004, and an affidavit with attachments (ownership list, radius map, and copy of mailing labels) is required to be provided to the City Clerk and Planning & Zoning Division one (1) week prior to the first public hearing.	X	

DEPARTMENTS		INCLUDE	REJECT
7.	Approval of the Major Site Plan Modification (MSPM 2025.09.5739) is contingent upon approval of the accompanying request for a Variance (ZNCV 2025.09.5739).	X	
8.	The subject property shall obtain all required governmental approvals prior to commencing construction pursuant to the City's Land Development Regulations (LDR).	X	
9.	Prior to removing, relocating, or replacing any landscape material, a Land Development Permit (LDP) application shall be submitted pursuant to Part III, Chapter 4, Article I. Environmental Protection Standards of the City's Land Development Regulations (LDR).	X	
10.	The subject property shall obtain all required governmental approvals prior to the installation of any signage or logos, pursuant to Part III, Chapter 4, Article IV. Sign Standards of the City's Land Development Regulations (LDR).	X	
11.	Should the construction total value be equal to or exceed $500,000, the applicant shall participate in the Art in Public Places program, pursuant to Part III, Chapter 4, Article II. Art in Public Places and Public Beautification of the City's Land Development Regulations (LDR).	X	
CITY COMMISSION CONDITIONS			
Comments: None		X	

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/ 1/2026

Presentation by Mirna Crompton, Division Director of Grants, on the current status of the City's grants and appropriations program. (Tabled at the October 20, 2026 City Commission meeting)

Requested Action: On behalf of City Manager Dan Dugger

Budgeted Item: Yes

Attachments:
9.A FY26 Grants -City Commision Presentation.pptx
Attachment 1 - FY 26 Grants Master Log.pdf
Attachment 2 - FY 26 Grants Application Log.pdf



FY2025-2026 Grants Highlights

Grants Division

City Manager Office

October 2026

Mission & Services

Our mission: Centralize grants citywide to maintain a system for grant oversight and coordination, limit the City's exposure to liabilities and loss of funding through internal controls and guidelines, and to secure grant funding to advance the City's priorities.



General Management

Citywide coordination of every grant. Lead application process.



Financial Oversight

Tracking revenue and expenditures. Accurate, timely reporting of grant activities.



Compliance

Meeting state and federal requirements.



Administration

Pre- and post-award . Agreements, reporting and records.

A $57.9M Grants Portfolio

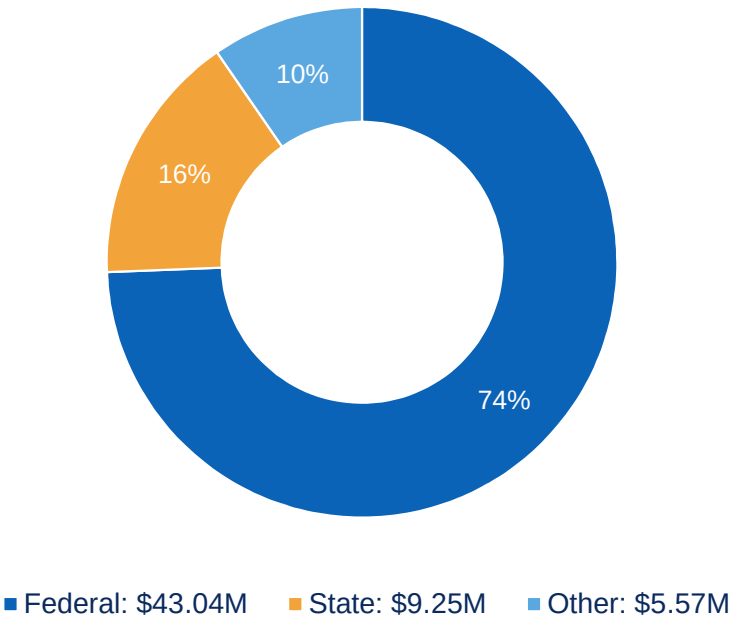
$57.9M
Total portfolio

57
Grants

$3.04M
Revenue this fiscal year

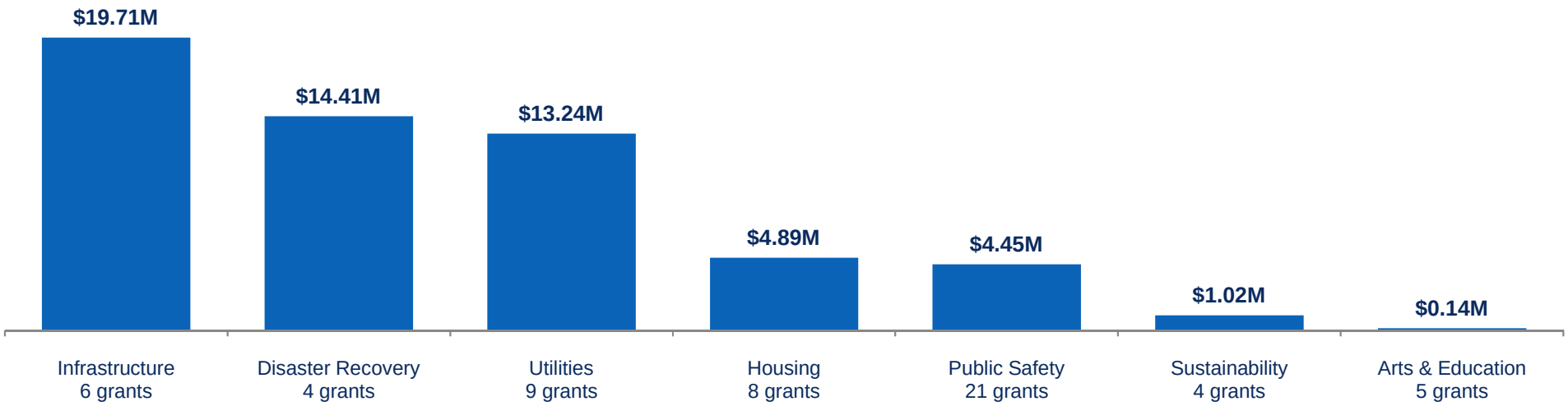
$6.38M
Expenditures this fiscal year

Award value by funding source



Portfolio by Category

Award value ($M) and number of grants



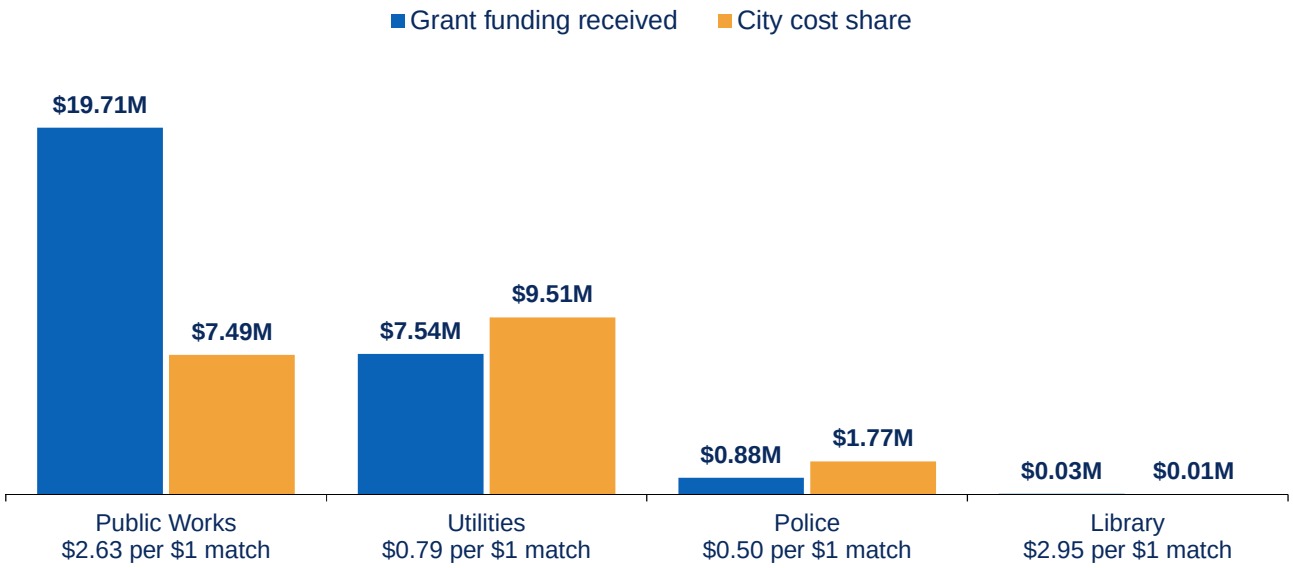
34% of the portfolio is Infrastructure ($19.7M)

82% of value is in the top three categories

21 Public Safety grants, the most of any category

Match vs. Funding Received FY26

Grant funding vs. City cost share by department ($M)



$28.2M

Grant funding received on 16 matched awards

$18.8M

City match on those awards

On matched awards, the City funds approximately 20% to 40% of project cost: $1.50 in grant funding for every $1 of City match.

A Clean Compliance Record

Florida Commerce Review

CDBG MIT desk review · July 2026

0 Findings · 0 Concerns

Virtual review of three mitigation grant agreements (MT127, I0123, I0124) worth $19,171,611.

FY2025 Single Audit

Federal and state grants

0 Findings · 0 Questioned Costs

Covered $3.55M federal and $2.08M state expenditures. Unmodified (clean) opinion on major federal programs and state projects.

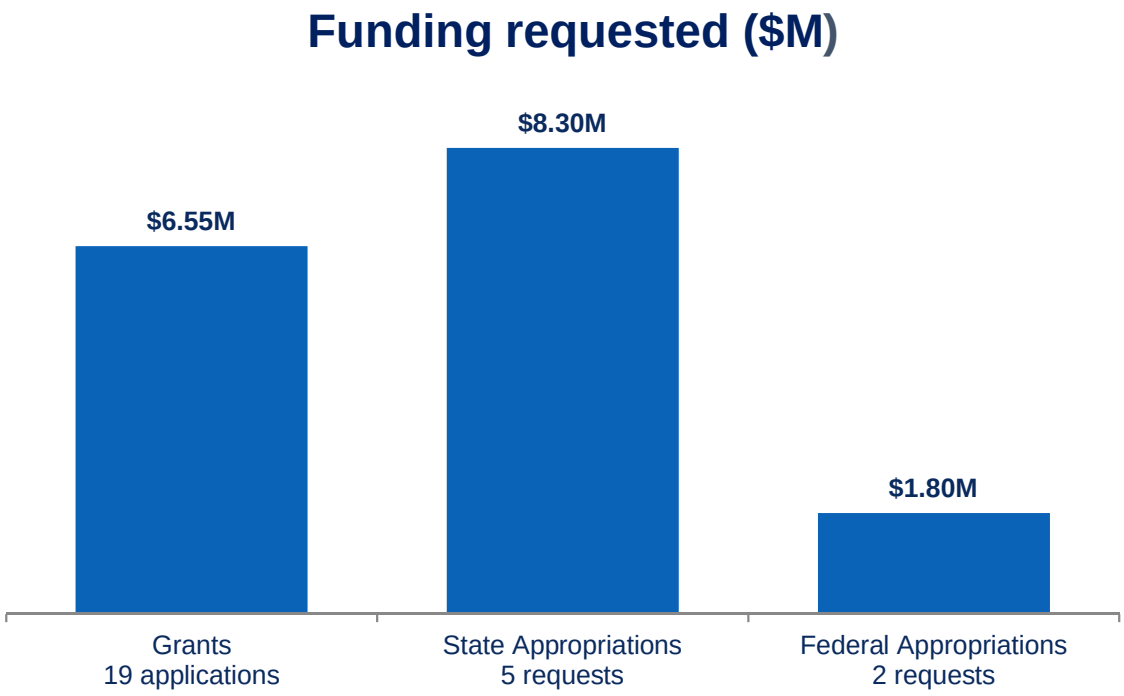
$16.66M in FY26 Applications

26

Applications submitted

$16.66M

Total funding requested



A Shovel-Ready Strategy

We shifted grant strategy to align with projects that are shovel ready and match City priorities.

$6.55M

Requested across 19 grant applications

$1.54M

Awarded

$950,443

under executed contract

Building Citywide Capacity and Transparency

Grants Training

Project manager training to strengthen citywide readiness for federal and state grant projects.

Grants Manual

Updated with current compliance requirements for state and federal guidelines.

Grants Website

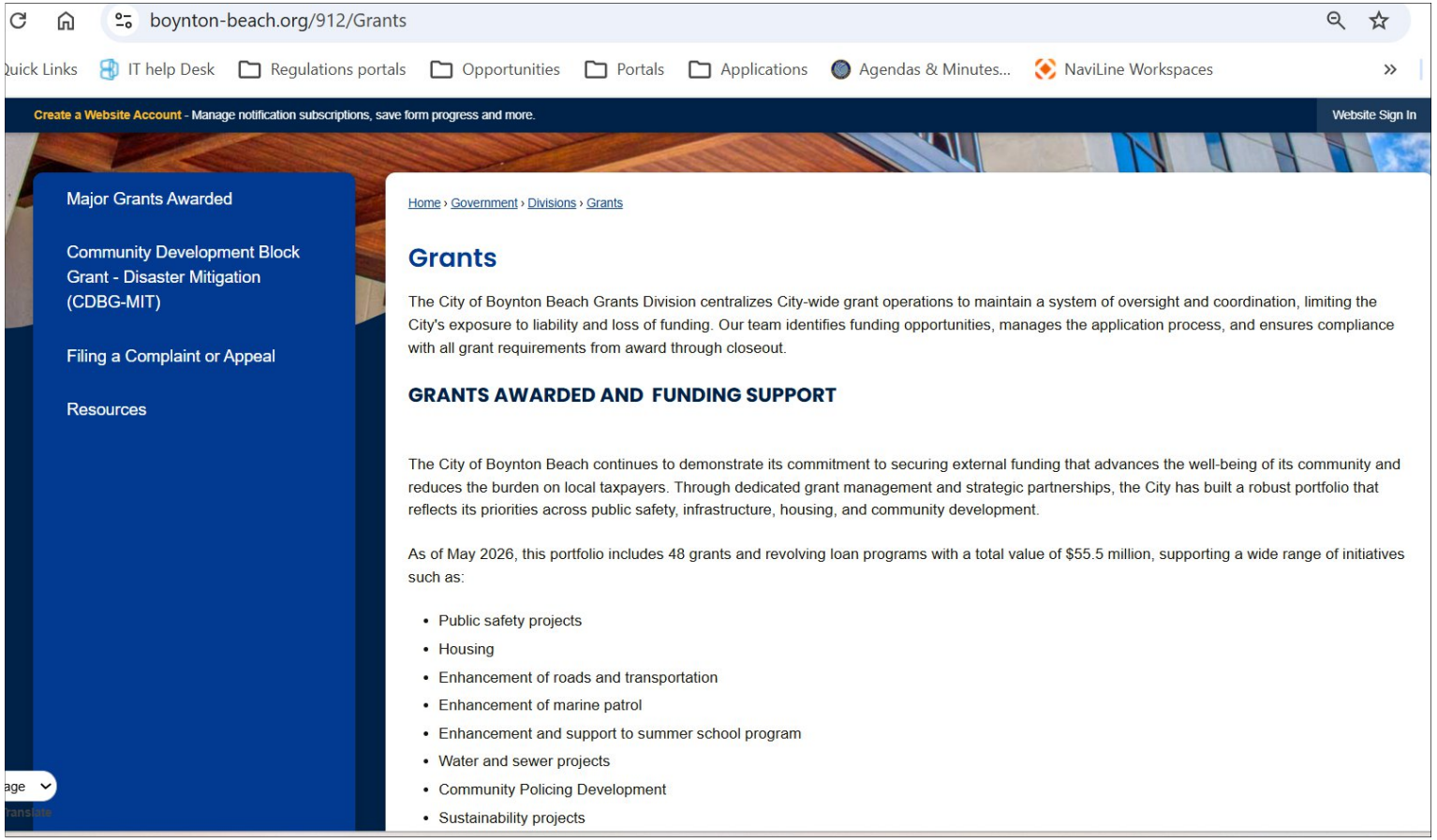
Launched the City's grants website for transparency into grant activity.

boynton-beach.org/912/Grants

National Recognition

Division Director appointed Communications Chair, Florida Chapter of the National Grants Management Association (September 2026).

City of Boynton Beach: Grants Website

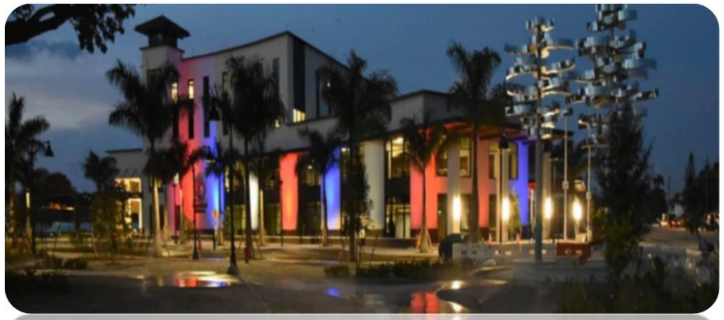


Source: https://www.boynton-beach.org/912/Grants

Thank you

To the project managers and City departments who collaborate everyday with the Grants Division on every grant project.

Eduardo Garcia, Engineer II, Jose Huertas, Engineer IV, Alannah Irwin, Sustainability & Resiliency Administrator, Tremaine Johnson, Field Operations Division Director, William Leidy, Division Director Engineering, Jose Murray, Project Manager III, Tiffany Pagan, Library Division Director, Charles Phoenix Jr, Field Operations Division Director, Jarvis Prince, EMS Chief, Brian Raegh, Librarian, RJ Ramirez, Community Improvement Manager, Melissa Roberts, Recreation Administrator, Jaclyn Smith, PD Grants Manager**.**



Grants Division, City Manager's Office

https://www.Boynton-beach.org/



FY 2026-27 Appropriations Requests

Grants Division

City Manager's Office

October 2026

$10.1M across seven projects

$8.3M

State requests

5 projects | FY 2026-27

$1.8M

Federal requests

2 projects | FY 2026-2027

Share of total request



State: project summaries

Oyer Park Marine Response Unit Facility New facility for Intracoastal and Atlantic coast emergency response.	**$4.0M**
Sea Meadow South Water & Sewer Replaces end of life water and sewer lines serving about 236 homes.	**$2.3M**
Sanitary Sewer - Bent Tree & Lime Tree Trenchless sewer pipe lining for 656 homes.	**$1.0M**
Water Distribution - Bent Tree & Lime Tree Trenchless pipe bursting to replace water mains for 656 homes.	**$500K**
High Flood Swift Water Rescue Program Specialized equipment for flood rescues, deployable statewide.	**$500K**

Federal: project summaries

Drinking Water System Improvements
Dual check valves to prevent backflow and protect the drinking water supply from contamination.

$1.0M

Wastewater Lift Stations Improvements
Replaces aging motor control centers at lift stations 316, 319 and 356 to avoid sewer overflows.

$800K

All requests at a glance

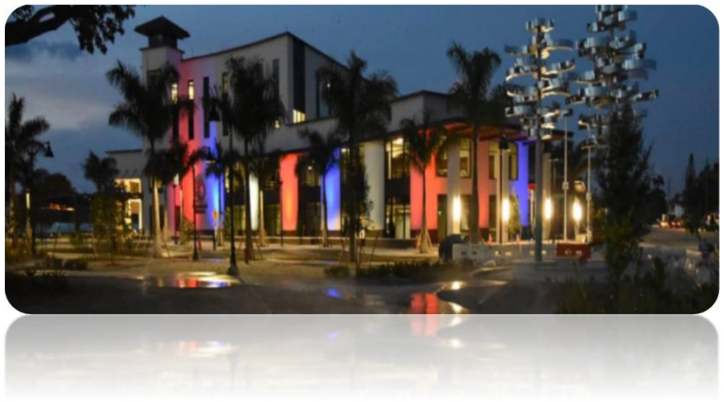
Project	Level	Amount
Oyer Park Marine Response Unit Facility	State	$4,000,000
Sea Meadow South Water & Sewer	State	$2,318,000
Sanitary Sewer - Bent Tree & Lime Tree	State	$1,000,000
Water Distribution - Bent Tree & Lime Tree	State	$500,000
High Flood Swift Water Rescue Program	State	$500,000
Drinking Water System Improvements	Federal	$1,000,000
Wastewater Lift Stations Improvements	Federal	$800,000
Total		**$10,118,000**

Status of the requests

Project	Level	Status
Water Distribution - Bent Tree & Lime Tree	State	Approved in budget; vetoed
Oyer Park Marine Response Unit Facility	State	Not included in budget
Sea Meadow South Water & Sewer	State	Not included in budget
Sanitary Sewer - Bent Tree & Lime Tree	State	Not included in budget
High Flood Swift Water Rescue Program	State	Not included in budget
Drinking Water System Improvements	Federal	**$746,868 retained; awaiting Congress**
Wastewater Lift Stations Improvements	Federal	Not included in budget

State: 1 of 5 requests made the budget and was vetoed ($0 funded).
Federal: A continuing resolution runs to Dec. 11; final decisions come after the midterms.

Thank you



Grants Division, City Manager's Office

https://www.Boynton-beach.org/


CITY OF
BOYNTON
BEACH

GRANT AWARDS MASTER LIST

Includes Other Special Revenue Subject to Audit (Local,State. Federal)

Active , Closed & Expired Funding during FY 2025-2026

GRANT INFORMATION						FUNDING SOURCE					FINANCIAL DATA		
Grant No.	Category	Grant Title	Project Title	Effective Date	Status	Granting Agency	FEDERAL	STATE	COUNTY	OTHER	Direct Pass-Through	Award Amount	FY Revenues	FY Expenditure
1	Public Safety	2023 BJA Bulletproof Vest Partnership (BPV)	2023 Bulletproof Vest Partnership (BPV)	04.01.2023	ACTIVE	Department of Justice	X				Direct	$ 6,375.00	$ 4,710.77	$ 3,927.00
2	Public Safety	2025 Bulletproof Vest Partnership (BPV)	2025 Bulletproof Vest Partnership (BPV)	04.01.2025	ACTIVE	Department of Justice	X				Direct	$ 22,608.44	$ -	$ 1,759.64
3	Public Safety	FDLE - S.A.F.E	2023 S.A.F.E.	07.01.2023	ACTIVE	Florida Department of Law Enforcement		X			Direct	$ 1,004,733.43	$ 129,126.54	$ 82,538.35
4	Public Safety	2024 Edward Byrne Memorial Justice Assistance Grant Program	2024 JAG Program	10.01.2023	ACTIVE	Department of Justice	X				Direct	$ 42,408.00	$ 36,460.95	$ 36,460.95
5	Public Safety	2025 Edward Byrne Memorial Justice Assistance Grant Program	2025 JAG Program	10.01.2024	ACTIVE	Department of Justice					Direct	$ 28,243.00	$ -	$ -
6	Public Safety	FY 2026 FDOT Highway Traffic Safety Funds	FY 26 Speeding & Aggressive Driving Enforcement	11.20.2025	ACTIVE	Florida Department of Transportation	X				Pass-Through	$ 50,000.00	$ 16,161.24	$ 31,733.46
7	Public Safety	FY 2026 FDOT Highway Traffic Safety Funds	2026 Impaired Driving Iniatitaive	11.01.2025	ACTIVE	Florida Department of Transportation	X				Pass-Through	$ 40,000.00	$ 16,161.24	$ 26,870.52
8	Public Safety	FY 2025-2026 Identity Theft and Fraud Grant	FY 2025-2026 Identity Theft and Fraud Grant	10.01.2025	ACTIVE	Florida Department of Law Enforcement	X				Pass-Through	$ 10,000.00	$ 6,066.45	$ 6,066.45
9	Public Safety	2023 Operation Stone Garden	Boynton Beach Operation Stonegarden 2023	07.26.2023	ACTIVE	Palm Beach County Sheriff		X			Pass-Through	$ 53,000.00	$ 44,011.84	$ 44,011.85
10	Public Safety	BJA FY23 National Sexual Assault Kit Initiative	Sexual Assault Kit Initiative SAKI	10.01.2023	ACTIVE	Department of Justice	X				Direct	$ 113,178.00	$ 48,176.37	$ 48,176.37
11	Public Safety	FY23 COPS Technology & Equipment Program	FY23 COPS Technology & Equipment Program	12.29.2022	ACTIVE	Department of Justice	X				Direct	$ 1,025,000.00	$ -	$ -
12	Public Safety	FY23 COPS Hiring Program	FY23 COPS Hiring Program	10.01.2023	ACTIVE	Department of Justice	X				Direct	$ 875,000.00	$ 112,585.98	$ 246,459.22
13	Public Safety	ILA- Manatee Law Enforcement Services	City of Boynton Beach - Manatee Law Enforcement Service	11.15.2024	CLOSED	Palm Beach County			X		Pass- Through	$ 20,660.00	$ 15,159.38	$ 15,159.38
14	Public Safety	SAFER Outcomes	FY24 City of Boynton LEA Safer Outcomes Award	10.01.2024	ACTIVE	Department of Justice	X				Direct	$ 160,620.00	$ 69,528.34	$ 60,199.47
15	Public Safety	Online Sting Operations Grant Program	Online Sting Operations Grant Program	07.01.2024	ACTIVE	Florida Department of Law Enforcement		X			Direct	$ 436,898.44	$ 419,474.43	$ 419,474.43
16	Public Safety	FY26 Spark Good Local Grant	Shop with a Cop	10.15.2025	CLOSED	Walmart Foundation				X	Direct	$ 8,000.00	$ 8,000.00	$ 8,000.00
17	Public Safety	FY27 Spark the Good Local Grant	Shop with a Cop	09.02.2026	ACTIVE	Walmart Foundation					Direct	$ 8,000.00	$ 4,000.00	$ -
18	Public Safety	Local Law Enforcement Immigration Grant Program	Boynton Beach Local Law Enforcement Immigration Grant Program	02.17.2025	ACTIVE	State Board of Immigration Enforcement		X			Direct	$ 545,668.00	$ -	$ -
19	Public Safety	Equitable Sharing - Department of Treasury	Boynton Beach Equitable Sharing Program	N/A	ACTIVE	US Department of Treasury	X				Direct	TBD	$ 4,044.29	$ -
20	Public Safety	Equitable Sharing -Department of Justice	Boynton Beach Equitable Sharing Program	N/A	ACTIVE	US Department of Justice	X			X	Direct	TBD	$ 2,329.37	$ -
21	Arts/Education	Fiscal Year 2024-2025 State Aid to Libraries Grant	Boynton Beach FY2024-2025 State Aid to Libraries Grant	10.01.2022	ACTIVE	State of Florida		X			Direct	$ 38,183.00	$ 13,361.32	$ 13,361.32
22	Arts/Education	Fiscal Year 2025-2026 State Aid to Libraries Grant	Boynton Beach FY2025-2026 State Aid to Libraries Grant	10.01.2023	ACTIVE	State of Florida		X			Direct	$ 36,704.00	$ -	$ -
23	Arts/Education	Library Services and Technology Act Grant	Connecting Community to Collections	07.07.2026	ACTIVE	State of Florida	X				Pass-Through	$ 29,080.00	$ 29,080.00	$ 29,080.00
24	Arts/Education	Library Services and Technology Act Grant	Library of Things: We the Makers	07.07.2026	ACTIVE	State of Florida	X				Pass-Through	$ 7,000.00	$ -	$ -
25	Arts/Education	Palm Beach County- Youth Services - Summer Scholarships	Summer Scholarships	TBD	ACTIVE	Palm Beach County - Youth Services				X	Direct	$ 24,206.25	$ 24,206.25	$ -
26	Public Safety	Emergenncy Medical Services Grant	Boynton Beach Emergency Medical Services Grant	09.28.2026	ACTIVE	Palm Beach County		X			Pass-Through	$ -	$ -	$ -
27	Utilities	Community Development Grant Mitigation Program	East Water Treatment Plan I0123	04.27.2022	ACTIVE	Florida Commerce	X				Pass-Through	$ 2,100,000.00	$ -	$ -
28	Utilities	Hazard Mitigation Grant Program	HMGP- Lakeside Gardens Phase II - 4337-121-A	01.27.2022	CLOSED	Florida Division of Emergency Management	X				Pass-Through	$ 1,503,710.25	$ -	$ 437,175.57
29	Utilities	Hazard Mitigation Grant Program	Watershed Planning Initiative -4337-4 Pg	12.01.2022	CLOSED	Florida Division of Emergency Management	X				Pass-Through	$ 246,832.50	$ 246,832.50	$ -
30	Utilities	Hazard Mitigation Grant Program	Heart of Boynton	04.01.2023	ACTIVE	Florida Division of Emergency Management	X				Pass-Through	$ 1,318,638.42	$ -	$ -
31	Utilities	Drinking Water State Revolving Fund	Emerging Contaminants	02.03.2025	ACTIVE	Florida Department of Environmental Protection					Pass-Through	$ 5,400,000.00	$ -	$ 756,529.00
32	Utilities	Water Restoration Assistance Grant	Boynton Beachfront Park Sewer Plant Replacement	07.15.2015	CLOSED	Florida Department of Environmental Protection		X			Direct	$ 300,000.00	$ 273,796.00	$ -
33	Utilities	Statewide Water Quality Restoration - Appropriation	Sanitary Sewer Collection System Improvement Project - L0148	07.01.2025	ACTIVE	Florida Department of Environmental Protection		X			Direct	$ 500,000.00	$ -	$ -
34	Utilities	Statewide Water Quality Restoration - Appropriation	Water Distribution System Improvement Project L0149	07.01.2025	ACTIVE	Florida Department of Environmental Protection		X			Direct	$ 375,000.00	$ -	$ -
35	Utilities	Resilient Florida Grant	Coquina Cove Drainage Improvements 24SRP12	07.01.2023	ACTIVE	Florida Department of Environmental Protection		X			Direct	$ 1,500,000.00	$ -	$ 2,010,913.97
36	Sustainability	Resilient Florida Planning Grants FY2023-24	City of Boynton Beach Adaptation Plan	07.01.2024	ACTIVE	Florida Department of Environmental Protection		X			Direct	$ 300,000.00	$ -	$ 207,047.50
37	Sustainability	Resilient Florida Grant	Comprehensive Vulnerability Assessment	07.01.2024	ACTIVE	Florida Department of Environmental Protection		X			Direct	$ 150,000.00	$ -	
38	Sustainability	Resilient Florida Grant	Park Shoreline Resilience	07.01.2024	ACTIVE	Florida Department of Environmental Protection		X			Direct	$ 536,952.00	$ -	$ -
39	Sustainability	Community Forestry Grant	Community Forestry Grant	03.17.2026	ACTIVE	Florida Department of Agriculture Services	X				Pass-Through	$ 30,000.00	$ -	$ -
40	Infrastructure	Community Development Grant Mitigation Program	San Castle	01.09.2023	ACTIVE	Florida Commerce	X				Pass-Through	$ 16,500,000.00	$ -	$ -
41	Infrastructure	Community Development Grant Mitigation Program	Fire Station # 2	12.02.2021	ACTIVE	Florida Commerce	X				Pass-Through	$ 571,611.00	$ -	$ -
42	Infrastructure	LAP- 1 ST	SE 1st Street	04.17.2024	ACTIVE	Florida Department of Transportation	X				Pass-Through	$ 1,500,000.00	$ -	$ -
43	Infrastructure	Florida Inland Navigation District	Boating Safety Program Phase II	11.12.24	ACTIVE	Florida Inland Navigation District				X	Direct	$ 109,150.00	$ 84,352.41	$ 84,352.41
44	Infrastructure	Florida Boating Improvement Program	Pioneer Canal Boat Ramp	06.10.2025	ACTIVE	Florida Fish and Wildlife Conservation Commission		X			Direct	$ 816,238.80	$ -	$ 330,547.18
45	Infrastructure	2024 Safe Streets and Roads for All Grant	City of Boynton Beach Action Plan	09.19.2025	ACTIVE	U.S Department of Transportation	X				Direct	$ 216,000.00	$ -	$ -
46	Housing	FY 2022 Community Development Block Grant Program	FY 22 Boynton Beach Community Development Block Grant Program	10.01.2022	ACTIVE	US Department of Housing & Urban Development	X				Direct	$ 547,207.00	$ 43,415.25	$ 25,757.25
47	Housing	FY 2023 Community Development Block Grant Program	FY 23 Boynton Beach Community Development Block Grant Program	10.01.2023	ACTIVE	US Department of Housing & Urban Development	X				Direct	$ 550,522.00	$ -	$ 0.04
48	Housing	FY 2024 Community Development Block Grant Program	FY 24 Boynton Beach Community Development Block Grant Program	10.01.2024	ACTIVE	US Department of Housing & Urban Development	X				Direct	$ 565,144.00	$ 156,947.06	$ 159,525.38
49	Housing	FY 2025 Community Development Block Grant Program	FY 25 Boynton Beach Community Development Block Grant Program	10.01.2025	ACTIVE	US Department of Housing & Urban Development		X			Direct	$ 518,962.00	$ 59,425.92	$ 194,661.62
50	Housing	State Housing Initiative Partnership (SHIP) Program 2023-2026	Boynton Beach SHIP Program 2023-2026	07.01.2023	ACTIVE	FL Housing Finance Corporation		X			Direct	$ 937,892.00	$ 543,559.25	$ 1,036,765.42
51	Housing	State Housing Initiative Partnership (SHIP) Program 2024-2027	Boynton Beach SHIP Program 2024-2027	07.01.2024	ACTIVE	FL Housing Finance Corporation		X			Direct	$ 622,748.00	$ 58,847.62	$ 58,847.62
52	Housing	State Housing Initiative Partnership (SHIP) Program 2025-2028	Boynton Beach SHIP Program 2025-2028	07.01.2025	ACTIVE	FL Housing Finance Corporation		X			Direct	$ 574,623.00	$ 574,851.00	$ -
53	Housing	State Housing Initiative Partnership (SHIP) Program 2026-2029	Boynton Beach SHIP Program 2025-2029	07.01.2026	ACTIVE	FL Housing Finance Corporation	X				Direct	$ 576,266.00	$ -	$ -
54	Disaster	State and Local Fiscal Recovery Funds (SLFRF)	ARPA -American Rescue Plan Grant	03.03.2021	ACTIVE	Department of Treasury	X				Direct	$ 13,647,904.00	$ -	$ -
55	Disaster	COVID-19 DR-4486	COVID-19	01.20.2020	ACTIVE	Federal Emergency Management Agency (FEMA)	X				Pass-Through	$ 400,526.64	$ -	$ -
56	Disaster	Hurricane Dorian DR-4468	Hurricane Dorian	08.28.2019	ACTIVE	Federal Emergency Management Agency (FEMA)	X				Pass-Through	$ 68,855.14	$ -	$ -
57	Disaster	Hurricane Nicole DR-4680	Hurricane Nicole	11.07.2022	ACTIVE	Federal Emergency Management Agency (FEMA)	X				Pass-Through	$ 289,110.71	$ -	$ -
GRAND TOTAL					52							**$ 57,859,459.02**	**$ 3,044,671.77**	**$ 6,375,401.36**

GRANT/FINANCIAL ASSISTANCE APPLICATIONS AND APPROPRIATIONS FY 2025/2026

As of September 2026

Item No.	Grant	Purpose	Funding Organization	Status	Submittal Date	Award Date	Execution Date	Funds Requested	Award/Funding Notices	Executed Contracts
1	2024 Community Forestry Capacity Grant	To promote the benefits of urban forestry and the value of trees to neighboring communities.	Florida Department of Agriculture Services	Submitted/Awarded/**Executed**	10.20.2025		**03.01.26**	**50,000.00**	30,000.00	**30,000.00**
2	2025 BJA BPV	Reimbursement 50% of eligible vest	DOJ Bureau of Justice Assistance	Submitted/Awarded/**Executed**	12.19.25	5.22.26	**09.29.26**	**48,997.44**		**22,608.44**
3	State Direct Appropriation	Water Distribution - To replace existing water mains in Bent Tree and Lime Tree communities	State of Florida	Submitted/Approved in budget/**Vetoed**	**10.29.25**			**500,000.00**		
4	State Direct Appropriation	Sanitary Sewer - To replace existing water mains in Bent Tree and Lime Tree communities.	State of Florida	Submitted/**Not approved**	**10.29.25**			**1,000,000.00**		
5	State Direct Appropriation	To develop a new, state-of-the-art Marine Response Unit Facility	State of Florida	Submitted/**Not approved**	**10.29.25**			**4,000,000.00**		
6	State Direct Appropriation	To support the High Flood Swift Water Rescue Program	State of Florida	Submitted/**Not approved**	**10.29.25**			**500,000.00**		
7	State Direct Appropriation	To support a critical water and wastewater infrastructure rehabilitation initiative.	State of Florida	Submitted/**Not approved**	**10.29.25**			**2,318,000.00**		
8	Federal Direct Appropriation	Wastewater - Support of replacement of aging and obsolete motor control centers at several critical wastewater lifts stations.	United States Congress	**Submitted/ Retained**	**03.05.26**			**800,000.00**		
9	Federal Direct Appropriation	Drinking water- Installation of dual check valves as a protective measure to prevent the backflow conditions.	United States Congress	**Submitted/Not approved**	**03.05.26**			**1,000,000.00**		
10	FY27 FDOT Speed and Aggressive Driving Subgrant	Overtime for traffic enforcement	Florida Department of Transportation	**Submitted**	02.26.26			**50,000.00**		
11	FY27 FDOT Impaired Driving Subgrant	Overtime for traffic enforcement	Florida Department of Transportation	**Submitted**	02.26.26			**50,000.00**		
12	FY27 Work Zone Safety Subgrant	Overtime for traffic enforcement	Florida Department of Transportation	Submitted /**Awarded**	02.26.26	**09.20.26**		**50,000.00**		
13	FY27 Occupant Protection Subgrant	Overtime for traffic enforcement	Florida Department of Transportation	Submitted /**Awarded**	02.26.26			**50,000.00**		
14	FY26 Victims of Crime Act (VOCA)	victim advocate salary and benefits	Office of the Attorney General, Bureau of Advoc.	Submitted /**Awarded**	04.7.26			**95,415.66**		
15	FY25 Edward Byrne Memorial Justice Assistance Grant Program JAG	Drone and Duardian Subscriptions	Department of Justice, Office of Justice Programs	Submitted/Awarded/**Executed**	04.30.26	07.31.26	**09.29.2026**	**28,243.00**	28,243.00	**28,243.00**
16	Local Law Enforcement Immigration Grant Program	Peregrine Tech and Axon transcription	Florida Department of Law Enforcement	Submitted/Awarded/**Executed**	05.12.26	07.01.26	**08.03.26**	**545,668.00**	545,668.00	**545,668.00**
17	FY25 Presidential Residence Protection (PRPA)	Overtime Reimbusement for Presidental Escorts	Federal Emergency Management Assistance (FEMA)	Submitted	05.28.26			**27,927.45**		
18	FY 2026 Library Services and Techonology Act (LSTA)	To support expanding services for learning/ access to information and educational resources.	Florida Department of State, Division of Library & Information Services	Submitted/Awarded/**Executed**	07.10.26		**06.24.26**	**29,080.00**	29,080.00	**29,080.00**
19	FY 2026 Library Services and Techonology Act (LSTA)	To support expanding services for Library of Things.	Florida Department of State, Division of Library & Information Services	Submitted/Awarded/**Executed**	07.10.26		**06.24.26**	**7,000.00**	7,000.00	**7,000.00**
20	Lake Worth Laggon Inititative	To support the Sea Meadow Project waste water project.	Palm Beach County	**Submitted**	07.31.26			**749,000.00**		
21	General Program Support	Cultural Center general support.	Florida Department of State, Division of Arts and Culture	**Submitted**	07.10.26			**150,000.00**		
22	SparkGood - WalMart (Old Boynton)	gift cards	Sparkgood - WalMart	Submitted/Awarded/**Executed**	08.11.26			**5,000.00**	**4,000.00**	**4,000.00**
23	SparkGood - WalMart (S. federal Hwy)	gift cards	Sparkgood - WaalMart	Submitted/Awarded/**Executed**	08.11.26			**5,000.00**	4,000.00	
24	Resilient Grants	Chapell Hill Stormwater Improvements	Florida Department of Environmental Protection	**Submitted**	09.01.26			**4,206,271.00**		
25	FY 2026-2027 Human Trafficking Grant Program	To support innovative solutions to disrupt criminal networks, bring perpetrators to justice, and support victims of human trafficking	Florida Alliance to end Human Trafficking	**Submitted**	09.16.26			**299,109.00**	299,109.00	
26	Emergency Medicial Services - EMS Grant	To improve and expand pre-hospital emergency medical services.	Palm Beach County	Submitted/Awarded/**Executed**	09.18.26	09.18.26	09.18.26	**-**	-	
							Subtotal:	**16,564,711.55**	**947,100**	**666,599**

FY2024/2025 APPLICATIONS

Item No.	Grant	Purpose	Funding Organization	Status	Submittal Date	Award Date	Execution Date	Funds Requested	Award/Funding Notices	Executed Contracts
1	**NIHHIS Center for Heat Resilient Communities 2025-26**	Funds to build the critical capacity needed to properly commence the urban tree canopy reassessment and incorporate extreme heat as part of the analysis.	Center for Heat Resilient	**Submitted/Not Awarded**	**01.17.25**			**10,000**		
2	**Impaired Driving**	To support safety efforts by patrolling and education.	Florida Department of Transportation	Submitted/Awarded/**Executed**	02.27.25	11.20.25	**11.20.25**	**50,000**	40,000	**40,000**
3	**Occupant Protection Grant**	To support traffic enforcement.	Florida Department of Transportation	**Submitted**	02.27.25	11.20.25	**11.20.25**	**50,000**		
4	**Speed & Aggressive Grant**	To support traffic enforcement.	Florida Department of Transportation	Submitted/Awarded/**Executed**	02.27.25	10.01.25	**11.20.25**	**50,000**	50,000	**50,000**
5	**Climate Smart Communities Grant**	To advance activities ranging from risk assessments and community engagement to project prioritization and initial implementation	Climate Smart Communities	Submitted/Awarded/**Executed**	03.20.25		**12.19.2025**	**100,000**		**100,000**
6	**VOCA Victim Assistance Grant**	To support Victim advocate position	Department of Justice	Submitted/Not Awarded	**04.07.25**			**96,355**		
7	**Federal Direct Appropriation**	Improve and extend the life of water distribution infrastructure system to ensure uninterrupted water and fire flow service while keeping costs low for utility customers.	United States Congress	Submitted/**Awarded**	04.17.25	**05.28.26**		**800,000**	800,000.00	
8	**Federal Direct Appropriation**	To replace existing water main Pipe	United States Congress	Submitted/Not Awarded	**04.17.25**			**6,560,000**		
9	**Federal Direct Appropriation**	Roadway rehabilitation to the Seacrest Estate Neighborhood.	United States Congress	Submitted/Not Awarded	**04.17.25**			**880,000**		
10	**Federal Direct Appropriation**	To replace aging water and wastewater infrastructure.	United States Congress	Submitted/Not Awarded	**04.17.25**			**600,000**		
11	**Federal Direct Appropriation**	To conduct energy audits and assess resilient energy solutions for the City's utility system.	United States Congress	Submitted/Not Awarded	**04.17.25**			**240,000**		
12	**Federal Direct Appropriation**	Upgrades to Historic Woman Club, exterior doors and windows	United States Congress	Submitted/Not Awarded	**04.17.25**			**560,000**		
13	**Federal Direct Appropriation**	Construction of a new fishing pier to enhance public access to the intra-coastal, promote recreational fishing, and support local tourism	United States Congress	Submitted/Not Awarded	**04.17.25**			**200,000**		
14	**ETIPP Community Technical Assistance Application**	Enhance the energy resilience and operational reliability of the City 's water utilities system through energy audits and the assessment of resilient energy solutions	U.S Department of Energy	Submitted/Not Awarded	**07.27.25**			**50,000**		
15	**FY25-26 Alternative Water Supply Grant**	Feasibility study, permitting, and design/engineering of a well to access alternative water sources for the East and West Water Treatment Plant	Florida Deaprtment of Enviromenatl Protection	Submitted/Not Awarded	**08.29.25**			**2,500,000**		
16	**2026-2027 Florida Recreation Development Assistance Program (FRDAP)**	Enhance the quality and accessibility of the City's Tennis Center facilities through upgrades to the existing clay courts to Hydro Courts	Florida Department of Environmental Protection	Submitted/Not Awarded	**09.30.25**			**200,000**		
17	**State Aid to Libraries**	Library programmatic support.	Department of State	Submitted/Awarded/**Executed**	08.30.25		**05.30.26**	**37,844**		**37,844.00**

20	**FDLE Identity Theft and Fraud**	Overtime for investigations - focus on elderly	Florida Department of Law Enforcement	Submitted/Awarded/**Executed**	10.01.25	**11.14.25**	**$10,000.00**		**$10,000.00**
						Subtotal:	**12,994,199**	**890,000**	**237,844**

Notes:
[1] Status: red denotes activity in current month, bold denotes activity in current FY.

SUBMITTED FY26	**$**	**16,564,711.55**
AWARDED FY26	**$**	**1,837,100.00**
EXECUTED FY26	**$**	**904,443.44**

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/ 1/2026

Proposed Ordinance No. 26-031- Second Reading, An Ordinance of The City Commission of the City of Boynton Beach, Florida Repealing Chapter 2 Article XV, Sections 2-201 through 2-220 and any amendments thereafter, which established the City's small and minority business enterprise program.

Requested Action: Staff recommends the approval of Proposed Ordinance No. 26-031 at Second Reading.

Explanation of Request: In the 2026 Regular Session, the Legislature passed CS/CS/SB 1134, which created section 166.04971, Florida Statutes. The act takes effect January 1, 2027.

Under the new law:

- A municipality may not fund or promote, directly or indirectly, or take any official action as it relates to diversity, equity, and inclusion (DEI). That includes adopting or enforcing ordinances, rules, programs, or policies. Existing ones are void (s. 166.04971(2)).
- DEI includes any effort to “promote or provide preferential treatment or special benefits to a person or group” based on race, color, sex, ethnicity, gender identity, or sexual orientation (s. 166.04971(1)(b)(2)).
- A resident may sue the City in circuit court for declaratory and injunctive relief, damages, and costs (s. 166.04971(6)).
- A member of the governing body or other municipal official who violates the section commits misfeasance or malfeasance in office (s. 166.04971(4)).
- The section does not prohibit official action required to comply with state or federal law (s. 166.04971(7)(a)).

Chapter 2, Article XV, Sections 2-201 through 2-220, establishes the City's Small and Minority Business Enterprise Program. Because the article's minority-owned business provisions provide preferential treatment tied to protected characteristics, staff and the City Attorney's Office have determined they will be void under s. 166.04971 once it takes effect.

The statute voids conflicting provisions by operation of law on January 1, 2027, but the text would remain in the Code. Repealing the article before that date removes the conflict, gives vendors and staff clear direction, and avoids exposure to enforcement or litigation for the City and its officials.

Procurement Methodology Bids and Purchases Only: N/A

Attachments:
Ord. 26-031 Agenda_Item_5160-2026_Repealing_Ordinance_-_Chapter_2_-_Article_XV_-_Small_and_Minority_Owned_Businesses.docx
Agenda Item 5160 - 2026 Business_Impact_Statement - Proposed_Ordinance_No._26-XXX_Repeal_-_Article_XV_-_Small_and_Minorit_Owned_.docx

ORDINANCE NO. 26-031

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, REPEALING CHAPTER 2, ARTICLE XV, SECTIONS 2-201 THROUGH 2-220 AND ANY AMENDMENTS THEREAFTER, WHICH ESTABLISHED THE CITY'S SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM IN THE CITY OF BOYNTON BEACH; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 2, Article XV, Sections 2-201 through 2-220, of the Code of Ordinances of the City of Boynton Beach currently establishes the City's Small and Minority Business Enterprise Program; and

WHEREAS, during the 2026 Regular Session, the Florida Legislature enacted SB 1134, creating Section 166.04971, Florida Statutes, which prohibits a municipality from funding or promoting, directly or indirectly, or taking any official action, including the adoption or enforcement of ordinances, resolutions, rules, regulations, programs, or policies, as it relates to diversity, equity, and inclusion; and

WHEREAS, Section 166.04971, Florida Statutes, defines diversity, equity, and inclusion to include any effort to promote or provide preferential treatment or special benefits to a person or group based on that person's or group's race, color, sex, ethnicity, gender identity, or sexual orientation; and

WHEREAS, Section 166.04971, Florida Statutes, provides that any such existing ordinances, resolutions, rules, regulations, programs, or policies are void; and

WHEREAS, the City Commission finds the repeal of Chapter 2, Article XV, Sections 2-201 through 2-220, and any amendments, thereafter, is necessary to comply with Section 166.04971, Florida Statutes, and is in the best interest of the citizens and residents of the City of Boynton Beach.

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

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

Section 2. The City Commission of the City of Boynton Beach hereby repeals in its entirety Chapter 2, Article XV, Sections 2-201 through 2-220, of the Code of Ordinances of the City of Boynton Beach, and any amendments thereafter, which established the City's Small and Minority Business Enterprise Program.

Section 3. Codification. It is the intention of the City Commission of the City of Boynton Beach, 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 4. 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 as eliminated and in no way affect the validity of the other provisions of this Ordinance.

Section 5. Conflicts. That all Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 6. Effective Date. This Ordinance shall take effect immediately upon passage.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

FIRST READING this _____ day of _____, 2026.

SECOND, FINAL READING AND PASSAGE this _____day of _____, 2026.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Thomas Turkin	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Tammy Stanzione
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, REPEALING CHAPTER 2, ARTICLE XV, SECTIONS 2-201 THROUGH 2-220 AND ANY AMENDMENTS THEREAFTER, WHICH ESTABLISHED THE CITY'S SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM IN THE CITY OF BOYNTON BEACH; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

☒ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☒ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;

b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

[1] See Section 166.041(4)(c), Florida Statutes.

c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

During the 2026 Regular Session, the Florida Legislature enacted SB 1134, creating Section 166.04971, Florida Statutes, which prohibits a municipality from funding or promoting, directly or indirectly, or taking any official action, including the adoption or enforcement of ordinances, resolutions, rules, regulations, programs, or policies, as it relates to diversity, equity, and inclusion. Section 166.04971, Florida Statutes, defines diversity, equity, and inclusion to include any effort to promote or provide preferential treatment or special benefits to a person or group based on that person's or group's race, color, sex, ethnicity, gender identity, or sexual orientation. Section 166.04971, Florida Statutes, provides that any such existing ordinances, resolutions, rules, regulations, programs, or policies are void.
The City Commission finds the repeal of Chapter 2, Article XV, Sections 2-201 through 2-220, and any amendments thereafter, is necessary to comply with Section 166.04971, Florida Statutes, and is in the best interest of the citizens and residents of the City of Boynton Beach.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):

The estimates and statements provided herein are based on information reasonably available to the City at the time of preparation and are not intended to constitute a guarantee or prediction of economic impact. This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/ 1/2026

Consideration of the Establishment of the Land Development Regulations (LDR) Task Force. (Tabled at the November 5, 2026 City Commission Meeting)

Requested Action: Provide by Motion or Consensus, direction to staff to prepare a resolution establishing the LDR Task Force.

Explanation of Request: At the direction of the City Commission, staff has created a proposal for the Land Development Regulations (LDR) Task Force. The discussion is to direct staff, based on the information provided, to move forward with drafting a resolution, or amend the proposal and draft a resolution based on the outcome.

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

Account Line Item and Description: N/A

Fiscal Impact: N/A

Attachments:
LDR_Task_Force_Draft_Proposal.docx
10.B_Staff Presentation_LDR Task Force.pptx

Proposal: Land Development Regulations (LDR) Task Force

Targeted amendments to support economic development, permitting efficiency, and clearer development standards

1. Executive Summary

This proposal recommends that the City Commission establish a time-limited LDR Task Force to recommend targeted amendments to the Land Development Regulations. The task force is not a code rewrite. It will work from a defined punch list of code sections where current regulations create cost, delay, or uncertainty for businesses, property owners, and staff.

Staff recommends composition of staff plus industry/developer representatives and citizens, with conflict-of-interest safeguards written into the resolution. In addition to the economic development topics identified in the framework, staff propose code review items that generate frequent questions, variances, or inconsistent outcomes (Sustainability options, Shrubs and hedges along fences and walls, Engineering drainage calculation triggers).

Estimated timeline: 6–8 months from formation to a final recommendation package, followed by the standard ordinance adoption process.

2. Authorization & Charter

The task force will be created by City Commission resolution. Staff recommends the resolution include:

- **Statement of purpose** – tied to economic development, permitting streamlining, and clarity of development standards.
- **Enabling authority** – the Commission's home rule and police power authority to review and amend the LDR.
- **Sunset clause** – automatic dissolution upon delivery of final recommendations, or 9 months from appointment, whichever is first; Extended by Commission action.
- **Reporting relationship** – recommendations routed through the City Manager's Office and the Development Department for staff vetting before Commission review.
- **Scope limitation** – review limited to the named LDR and Engineering Design Handbook topics in Section 4, with staff identifying the specific sections before the first meeting; any expansion requires Commission approval.
- **Conflict-of-interest and recusal language**.

3. Recommended Composition

Staff recommends 5 voting members and 2 non-voting members:

Seat	Number	Notes
Residents	2	At least one from a single-family neighborhood; balances industry perspective (Commission-appointed)
Local business owner	1	Small business / tenant improvement perspective , business owner shall be located within city limits and have a current Business Tax Receipt (Commission-appointed)
Developer or builder	1	Commercial, mixed-use, or residential development experience (Commission-appointed)
Landscape architect, architect, Florida-licensed engineer, or Commercial real estate broker	1	Technical input on landscaping/buffer and drainage items (Commission-appointed)

Seat	Number	Notes
Staff: Planning & Zoning	1	Non-voting
Staff: Engineering	1	Non-voting

4. Targeted Scope (Initial Punch List)

Staff will finalize a list of 8–12 specific LDR sections before the first meeting. The proposed candidate topics are:

Topic
Parking requirements in urban/CRA districts
Site plan review thresholds and approval pathways
Permitting timelines and duplicative review steps
Sustainability options
Shrubs/hedges along fences and walls
Engineering drainage calculation triggers
DO Modifications – efficiency or admin
Relief applications that are always approved
Parking reduction types and how they are approved
Driveway width at the property line 24’ max
Should there be min landscape requirements for SF

5. Proposed Code Review Items

Each code review item will be framed as questions and options for the task force to evaluate.

5.1 Sustainability Options (Example 1)

Why it matters: Sustainability features can lower long-term costs for owners and the City, but when they are required without flexibility they add cost and slow approvals. A clear, voluntary menu with meaningful incentives supports both economic development and the City's sustainability goals.

Current code / practice: The City offers the Energy Edge Rebate Program for efficiency, solar, and EV charging improvements, and previous LDR amendments have shifted landscaping toward canopy trees over palms to reduce heat island effects. The CRA has supported green certification (e.g., NGBS) on residential projects. These efforts are not organized into a single, predictable set of options within the LDR.

Questions for the task force:

- Should sustainability measures remain voluntary, be incentive-based, or be required for certain project sizes?
- Which incentives are most valuable to applicants without undermining other standards?
- Are the existing sustainability features still relevant, please review and recommend items to be added, removed, and amended?

Amendment options to evaluate:

Option	Description
Points-based menu	Applicants pick from a list (e.g., EV-ready parking, solar-ready roofs, cool/reflective roofs, Florida-Friendly/native landscaping, water-efficient irrigation, bike parking, permeable pavement, third-party certification) to reach a target score.
Incentives	Expedited review, modest parking reduction, fee reduction, or density/height bonus in defined districts for projects that meet the target score.
Cross-credits	Allow qualifying green infrastructure to count toward pervious area or landscape requirements, subject to Engineering approval.
Tree canopy	Clarify canopy-tree preferences and credit for preserving existing mature trees.
Status quo	Keep current programs outside the LDR and improve public information only.

5.2 When Engineering Drainage Calculations Are Required (Example 2)

Why it matters: Drainage calculations protect neighbors and the stormwater system, but applicants – especially homeowners and small contractors – often do not know in advance whether a project will require a sealed engineering submittal. A clear, tiered standard reduces resubmittals and cost while keeping protection where it matters.

Current code / practice: A professionally prepared drainage plan is required when a project decreases permeable area by more than 800 square feet, per the Engineering Design Handbook and Construction Standards.

Questions for the task force:

- Is 800 square feet the right single threshold for all lot types, or should it scale with lot size and use?
- How should cumulative impervious additions over time be tracked?
- Can lower-impact projects use a simplified worksheet or prescriptive detail instead of sealed calculations?
- How should pavers, artificial turf, and permeable systems be counted?

Amendment options to evaluate:

Option	Description
Tiered triggers	Tier 1: small additions – no calculations, standard site sketch. Tier 2: mid-size or near the pervious limit – simplified drainage worksheet or prescriptive detail (e.g., exfiltration/dry well). Tier 3: large, commercial, or below pervious minimum – sealed PE calculations.
Cumulative tracking	Count impervious additions from a base date so repeated small projects trigger review.
Pervious minimum	Codify the lot-wide pervious percentage as a clear second trigger.
Material definitions	Define how pavers, turf, gravel, and permeable systems are counted, and when a permeable credit applies.
Applicant checklist	Publish a flowchart showing which tier applies, linked to the permit application.

6. Process & Timeline

Phase	Duration	Activity
1. Formation	4–6 weeks	Resolution adoption, appointments, staff punch list and data for topics selected.
2. Diagnostic	6–8 weeks	Review LDR sections; gather data (review times, variance history, resubmittal reasons, drainage complaints)
3. Drafting	8–10 weeks	Redlined amendment language, section by section
4. Public input	4 weeks	Public workshop(s); Planning & Development and Engineering Divisions review
5. Final recommendation	2–4 weeks	Task force adopts package and transmits to Commission
6. Commission action	Ongoing	First and second reading; ordinance adoption

Total: approximately 6–8 months from formation to final recommendation package.

7. Deliverables

- Final written report: findings, section-by-section redlines, anticipated impact of each change, and any minority positions.
- Plain-language summary for the business community and residents.
- Applicant aids for the new items: such as a fence/hedge graphic, a drainage tier flowchart, and/or a sustainability options checklist.

CITY OF BOYNTON BEACH | CITY COMMISSION

Land Development Regulations Task Force

Targeted amendments to support economic development, permitting efficiency, and clearer development standards



5 DECISIONS REQUESTED

A focused task force, not a code rewrite

6–8
months from formation to final recommendation package

8–12
LDR sections on a defined punch list

5 + 2
voting members plus non-voting staff

Five steps, Five decisions

Consensus = direction from the Commission.

1	Establish the task force	Charter, authority, sunset, reporting, scope limit
2	Composition	5 voting members and 2 non-voting staff
3	Scope	Finalize the 8–12 section punch list
4	Process and timeline	Six phases over about 6–8 months
5	Deliverables	Report, plain-language summary, applicant aids

Step 1 · Establish the task force by Resolution

Statement of purpose

Economic development, permitting streamlining, clear development standards

Enabling authority

Commission's purview to amend the LDR

Sunset clause

Ends at final report or 9 months, whichever is first; extendable by Commission

Reporting relationship

Via City Manager's Office and Development Dept., vetted by staff first

Scope limitation

Only the named LDR sections; any expansion needs Commission approval

Conflict of interest

Disclosure and recusal language written into the resolution

COMMISSION DIRECTION

BY CONSENSUS

- A — Proceed as presented
- B — Proceed with changes noted today (e.g., sunset length)
- C — Hold for more information

Step 2 · Task force composition

2	**Residents** At least one from a single-family neighborhood; balances industry perspective	VOTING
1	**Local business owner** Small business and tenant improvement perspective	VOTING
1	**Developer or builder** Commercial, mixed-use, or residential development experience	VOTING
1	**Technical professional** Landscape architect, architect, FL-licensed engineer, or commercial real estate broker	VOTING
2	**Staff** Planning & Zoning and Engineering	NON-VOTING

COMMISSION DIRECTION

BY CONSENSUS

- A — Proceed as presented
- B — Proceed with changes noted today (e.g., change to composition)
- C — Hold for more information

Step 3 · Confirm the scope

#	Candidate topic	Include	Defer	Remove
1	Parking requirements in urban/CRA districts	☐	☐	☐
2	Site plan review thresholds and approval pathways	☐	☐	☐
3	Permitting timelines and duplicative review steps	☐	☐	☐
4	Sustainability options	☐	☐	☐
5	Shrubs and hedges along fences and walls	☐	☐	☐
6	Engineering drainage calculation triggers	☐	☐	☐
7	Development order (DO) modifications (efficiency/admin)	☐	☐	☐
8	Relief applications that are always approved	☐	☐	☐
9	Parking reduction types and how they are approved	☐	☐	☐
10	Driveway width at the property line (24' maximum)	☐	☐	☐
11	Minimum landscape requirements for single-family	☐	☐	☐

BY CONSENSUS

A Approve the list as shown

B Add or remove topics (mark above)

C Defer selected topics

Step 4 · Process and timeline

1	**Formation** Resolution adoption, appointments, staff punch list and data	4–6 WEEKS
2	**Diagnostic** Gather review times, variance history, resubmittal reasons, complaints	6–8 WEEKS
3	**Drafting** Redlined amendment language, section by section	8–10 WEEKS
4	**Public input** Public workshop(s)	4 WEEKS
5	**Final recommendation** Task force prepares final package and transmits to Commission via City Staff	2–4 WEEKS
6	**Commission action** City Commission accepts or rejects final package and directs staff to make necessary LDR updates, as necessary.	ONGOING

About 6–8 months to final recommendation package; the 9-month sunset leaves a buffer

COMMISSION DIRECTION

BY CONSENSUS

A Approve as presented

B Add a Commission check-in at a milestone

C Adjust the timeline

Step 5 · Deliverables

Final written report

Findings, section-by-section redlines, anticipated impact of each change.

Plain-language summary

A short summary written for the business community and residents.

Applicant aids

Fence/hedge graphic, drainage tier flowchart, and sustainability options checklist.

BY CONSENSUS

- A Approve as listed
- B Add or remove deliverables
- C Request more detail