



**Minutes**  
**Town of Lake Park, Florida**  
**Regular Commission Meeting**  
**Wednesday, July 15, 2015, 6:30 PM**  
**Town Commission Chamber, 535 Park Avenue**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, July 15, 2015 at 6:30 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, and Commissioner Kathleen Rapoza, Town Manager John O. D'Agostino, Attorney Thomas Baird, and Town Clerk Vivian Mendez. Commissioners Erin Flaherty and Michael O'Rourke were absent.

Town Clerk Mendez performed the roll call and Mayor DuBois led the pledge of allegiance.

Mayor DuBois explained that Senator Jeff Clemens and Representative Bobby Powell were running a few minutes late, therefore the presentation of the Comprehensive Annual Financial Report for 2015/2016 would be presented first.

**SPECIAL PRESENTATIONS/REPORTS**

**1. Comprehensive Annual Financial Report (CAFR) for 2014/2015.**

Terry Morton, Jr., CPA Partner of Nowlen, Holt & Miner, P.A. gave a brief review of the CAFR (see Exhibit "A"). He explained the different sections of the CAFR; page 1 was the auditors opinion; on page 4 begins the Management's Discussion and Analysis; page 15 begins the Basic Financial Statement of Net Position; page 18 begins the Governmental Funds; page 20 begins the Statement of Revenues, Expenditures, and Changes in Fund Balances Governmental Funds; pages 22-23 begin the balance sheets for the Enterprise Funds. He stated that starting on page 113 was the Internal Control report. Town Manager D'Agostino asked for clarification regarding the negative outlook on the CRA and Marina Funds. Mr. Morton explained that it was a concept that the Florida Auditor General released that contain ratios and formulas that are reviewed over a five (5) year term. The analysis was to determine if the funds were in a deteriorated state or not. He stated that based on the review of the prior five (5) years those funds were still overall trending down even though there are a couple of sight increases. Town Manager D'Agostino asked at what point do the funds not have a negative outlook. Mr. Morton stated that the Fund Balance would show that determination.

Mayor DuBois gave a brief history of the Community Redevelopment Agency (CRA) Fund and the Town's effort to pay the Tax Increment Financing (TIF). Mr. Morton referenced page 18 of Exhibit "A" for the TIF information. Mayor DuBois read the comments listed on page 12 of Exhibit "A" regarding the Capital Assets & Debt Administration.

## **2. 2015 Legislative Update by Senator Jeff Clemens.**

Senator Clemens apologized for arriving late explaining that they were at the City of Riviera Beach giving a similar presentation. He explained that a Special Budget session was held to balance the legislative budget. He explained that the following bills passed Sober House bill, and On-line voter registration. Mayor DuBois gave Attorney Baird credit for writing the first draft of the Sober House Ordinance. Representative Powell explained the water projects funding cuts. He spoke of the challenges during the special session. He explained that a construction bill passed allowing contractors that get over 50 percent of state funding could seek labor workers outside of the area. He explained how the school testing scheduled had changed. He explained the Amendment 1 funds allocation of Acquisition Land Trust Fund. Vice-Mayor Glas-Castro explained that the Palm Beach County League of Cities Legislative Policy Committee met to discuss a variety of issues. She touch on a few issues that may became the committees priorities. She expressed concern with the funds that were denied for the drainage project on Lake Shore Drive. Mayor DuBois shared that he was a member of the Treasure Coast Region Planning Council and they have experienced frustration with the lack of funding. Representative Powell explained that the general attitude towards planning in Florida was that it would be left to the municipalities. Town Manager D'Agostino asked if any thoughts had been given to loaning local municipalities funds to perform drainage type improvement projects themselves. Senator Clemens stated that it has been a thought, but the Governor has stated that he would veto it. Vice-Mayor Glas-Castro asked if the Town would be better served by hiring a Lobbyist or should the Commission travel and stand before the legislators. Senator Clemens stated that there was no substitute for sitting across from someone asking them directly for support. He stated that the Commission would have to come up with a plan for how they would get meetings with the legislator they wanted to meet. Vice-Mayor Glas-Castro stated that the staff at the League of Cities has offered to assist with setting meetings and introducing them around, but how would they be received by the legislators if assisted by the League of Cities. Representative Powell stated that the League of Cities has a good relationship with the legislators, but in his opinion having a lobbyist, constantly speaking to legislators had a stronger impact. Mayor DuBois thanked them for their time.

## **3. Palm Beach County Sheriff's Office Citizens on Patrol Quarterly Report.**

Palm Beach County Sheriff's Office (PBSO) Deputy Abe Aksal representing Captain Lindskoog gave a statistical report regarding the Citizens on Patrol (COP) Delta vehicle. Commissioner Rapoza asked if any of the patrol hours were conducted during the evenings or weekends. Volunteer Major Robert Clements stated "yes" patrols are conducted on some nights and Saturday's. Commissioner Rapoza asked if the initiative to have COP's ride-along with Deputy's had been implemented. Deputy Aksal stated that he was not aware of the implementation of this program. Vice-Mayor Glas-Castro asked if the new noise Ordinance was working. Lt. Vassalotti stated that there have been no issues implementing the Ordinance. He explained that PBSO works closely with the COP division to ensure that all areas of the Town are being patrolled. Town Manager D'Agostino asked why patrols schedule fluctuate each month. Deputy Aksal explained that different factors contribute to the fluctuation of the schedule.

**PUBLIC COMMENT:**

None

**CONSENT AGENDA:**

- 4. Regular Commission meeting minutes of July 1, 2015.
- 5. Award of Annual Budgeted Sidewalk Replacement Contract.

**Motion: Vice-Mayor Glas-Castro moved to approve the consent agenda; Commissioner Rapoza seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty			Absent
Commissioner O'Rourke			Absent
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 3-0.

**PUBLIC HEARING(S) – ORDINANCE ON FIRST READING:**

- 6. Ordinance No. 09-2015 Updating Chapter 54 of the Code of Ordinances to include the Updated Language to the Florida Building Code 2014.

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 54, ARTICLE I, SECTION 54-8 OF THE TOWN CODE PERTAINING TO THE TOWN'S LOCAL AMENDMENTS TO CHAPTER ONE OF THE FLORIDA BUILDING CODE; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Manager D'Agostino explained the item (see Exhibit "B").

**Public Comment Opened:**

None

**Public Comment Closed:**

**Motion: Vice-Mayor Glas-Castro moved to approve the consent agenda; Commissioner Rapoza seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty			Absent
Commissioner O'Rourke			Absent
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		

Mayor DuBois	X		
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Motion passed 3-0.

Attorney Baird read the Ordinance by title only.

**PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:**

None

**NEW BUSINESS:**

**7. Request Commission Approval to Commence Negotiations with Calvin Giordano & Associates, Inc. for a Continuing Professional Consultant Services Contract in Response to RFQ 103-2015.**

Town Manager D’Agostino explained the item (see Exhibit “C”). Vice-Mayor Glas-Castro asked how many firms submitted proposals. Town Manager D’Agostino stated that four (4) firms submitted proposals. Vice-Mayor Glas-Castro understood that several engineering firms would be chosen, giving the Town several options when working on projects. She asked if Calvin Giordano & Associates (CGA) was recommended because they offer many of the services in-house. Town Manager D’Agostino explained that if there was an aspect the CGA could not perform then CGA would contract a sub-consultant to perform the project. Public Works Director Hunt explained that he assisted in creating the Request For Proposal (RFP) with two (2) components. He stated that tonight the Commission was viewing “Part A”, which consist of a Town engineering service that met the continuity aspect throughout the years. He explained the needs of the Community Development Department and the Public Works Department. He stated that the RFP also had a “Part B” component, which solicited firms on an “as needed” bases that could assist the Town during specific situations.

**Motion: Commissioner Rapoza moved to approve authorize the Town Manager to commence contract negotiations with Calvin, Giordano & Associates, Inc. for continuing professional consultant services; Vice-Mayor-Glas-Castro seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty			Absent
Commissioner O’Rourke			Absent
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 3-0

**8. Approve the Award of Contract for Landscape Maintenance, Town Bid No. 102-2015 part “B” for the Harbor Marina to Chris Wayne and Associates, Inc. in the amount of \$35,790 per year for three full year’s total of Service Beginning October 1, 2015 and Ending September 30, 2018 at a total Overall cost of \$107,370.**

Town Manager D’Agostino explained the item (see Exhibit “D”).

**Motion: Commissioner Rapoza moved to approve the award of contract to Chris Wayne and Associates, Inc. in the amount of \$35,790 for each year of three consecutive years, and to be paid in 36 equal payments of \$2,982.50; Vice-Mayor Glas-Castro seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty			Absent
Commissioner O'Rourke			Absent
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 3-0.

**9. Setting a Town Commission Workshop date for the Mixed-Use Overlay Zoning District Initiative along Federal Highway Corridor.**

Mayor DuBois asked if the workshop dates should be discussed since two (2) members of the Commission were not present. Town Manager D'Agostino stated that the meeting was being proposed for September and that the Planning and Zoning Board members had been invited to participate in the discussion and those members were available on Monday, September 21, 2015 at 6:30 p.m. The Commission came to consensus to set the workshop for Monday, September 21, 2015 at 6:30 p.m.

**TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:**

**Town Attorney Baird** had no comments.

**Town Manager D'Agostino** announced the Sunset Celebration for Friday, July 31, 2015 at the Lake Park Harbor Marina beginning at 6:00 p.m. until 9:00 p.m. He announced that the Library air conditioner would be installed soon. He asked the Commission to choose a date for the Community Development Block Grant workshop where they could discuss the details of the Kelsey and Lake Shore Park restrooms and Tennis Court lighting improvements. The Commission came to consensus to hold the workshop immediately following the September 16, 2015 Regular Commission meeting. He announced that the Community Development Department was working closely with the owner of One Park Place (801 Park Avenue) to get a design submitted. He announced that the Back to School Explosion Event would take place on Saturday, August 1, 2015 beginning at 10:00 a.m. outside of Town Hall. Commissioner Rapoza asked how the information was being communicated. Town Manager D'Agostino stated that one of the non-profit organization would be promoting the event. He announced that each of the non-profit organizations are meeting on a weekly bases to discuss and coordinate the event. He announced that an initiative has begun to bring the different leaders in the community together once-a-month to begin discussing ways in which to engage and cultivate the community. He stated that it would be called a "Leadership Group" who would be involved in engaging the community in government and community service programs.

**Commissioner O'Rourke** was absent.

**Commissioner Rapoza** congratulated Commission Flaherty and his family on the arrival of his son. She announced that a new restaurant had opened on Northlake Blvd & 10<sup>th</sup> Street.

**Commissioner Flaherty** was absent.

**Vice-Mayor Glas-Castro** announced that the next Palm Beach County League of Cities meeting was scheduled for Wednesday, July 22, 2015 at the Lantana Recreation Center. She announced that she would not be at the August 5<sup>th</sup> Commission meeting. She announced that the next Chili Cook-Off was being scheduled for next spring. She thanked Town Manager D'Agostino for having the double poles on Northlake Blvd. and on 3<sup>rd</sup> Street removed.

**Mayor DuBois** had no comments.

**ADJOURNMENT**

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Rapoza and seconded by Vice-Mayor Glas-Castro, and by unanimous vote, the meeting adjourned at 8:12 p.m.



Mayor James DuBois



Town Clerk, Vivian Mendez, CMC



FLORIDA

Approved on this 5 of August, 2015



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, July 15, 2015, 6:30 p.m.  
Lake Park Town Hall  
535 Park Avenue

<b>James DuBois</b>	—	<b>Mayor</b>
<b>Kimberly Glas-Castro</b>	—	<b>Vice-Mayor</b>
<b>Erin T. Flaherty</b>	—	<b>Commissioner</b>
<b>Michael O'Rourke</b>	—	<b>Commissioner</b>
<b>Kathleen Rapoza</b>	—	<b>Commissioner</b>
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<b>John O. D'Agostino</b>	—	<b>Town Manager</b>
<b>Thomas J. Baird, Esq.</b>	—	<b>Town Attorney</b>
<b>Vivian Mendez, CMC</b>	—	<b>Town Clerk</b>

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, 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. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

A. **CALL TO ORDER/ROLL CALL**

B. **PLEDGE OF ALLEGIANCE**

C. **SPECIAL PRESENTATIONS/REPORTS**

1. 2015 Legislative Update by Senator Jeff Clemens. **Tab 1**
2. Comprehensive Annual Financial Report (CAFR) for 2014/2015. **Tab 2**
3. Palm Beach County Sheriff's Office Citizens on Patrol Quarterly Report. **Tab 3**

D. **PUBLIC COMMENT:**

This time is provided for addressing items that **do not** appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a **TOTAL** of three minutes.

E. **CONSENT AGENDA:** All matters listed under this item are considered routine and action will be taken by **one** motion. There will be no separate discussion of

these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

- 4. Regular Commission Meeting Minutes of July 1, 2015 Tab 4
- 5. Award of Annual Budgeted Sidewalk Replacement Contract. Tab 5

F. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

- 6. Ordinance No. 09-2015 Updating Chapter 54 of the Code of Ordinances to Include the Updated Language to the Florida Building Code 2014. Tab 6

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 54, ARTICLE I, SECTION 54-8 OF THE TOWN CODE PERTAINING TO THE TOWN'S LOCAL AMENDMENTS TO CHAPTER ONE OF THE FLORIDA BUILDING CODE; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONDIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

G. PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

None

H. NEW BUSINESS:

- 7. Request Commission Approval to Commence Negotiations with the Calvin Giordano & Associates, Inc. for a Continuing Professional Consultant Services Contract in Response to RFQ 103-2015. Tab 7

- 8. Approve the Award of Contract for Landscape Maintenance, Town Bid No. 102-2015 part "B" for the Harbor Marina to Chris Wayne and Associates, Inc. in the Amount of \$35,790 per year for Three Full Years Total of Service Beginning October 1, 2015 and Ending September 30, 2018 at a Total Overall Cost of \$107,370. Tab 8

- 9. Setting a Town Commission Workshop date for the Mixed-Use Overlay Zoning District Initiative along Federal Highway Corridor. Tab 9

I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

J. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, August 5, 2015



*Exhibit "A"*

**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** July 15, 2015

**Agenda Item No.** *Tab 2*

**Agenda Title:** **Presentation of the Comprehensive Annual Financial Report for the Fiscal Year Ended 9/30/2014**

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING
- NEW BUSINESS
- OTHER: \_\_\_\_\_
- CONSENT AGENDA
- OLD BUSINESS
- ORDINANCE ON \_\_\_\_ READING

**Approved by Town Manager** *[Signature]* **Date:** 7-13-15

Blake K. Rane, Finance Director *BKR*  
**Name/Title**

<b>Originating Department:</b>  <p style="text-align: center;"><b>FINANCE</b></p>	Costs: N/A Funding Source: Acct. # <input checked="" type="checkbox"/> Finance __BKR__	<b>Attachments:</b>  Comprehensive Annual Financial Report
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone __ BKR __ or Not applicable in this case _____ <b>Please initial one.</b>

**Summary Explanation/Background:**

Each year, the Town's independent auditors, Nowlen, Holt & Miner, P.A., report on the condition of the Town's finances and present the Town's Comprehensive Annual Financial Report ("CAFR") for the past fiscal year. Mr. Ron Bennett, a principal with the firm will present the report for the year ended September 30, 2014.

**Recommended Motion:**

I move to accept the 2014 CAFR



Exhibit "B"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 15, 2015

Agenda Item No. Table

**Agenda Title:** UPDATING CHAPTER 54 OF THE CODE OF ORDINANCES TO INCLUDE THE UPDATED LANGUAGE TO THE FLORIDA BUILDING CODE 2014.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- ORDINANCE ON 1<sup>st</sup> READING**
- NEW BUSINESS
- OTHER: \_\_\_\_\_

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager [Signature] Date: 6-30-15

Nadia Di Tommaso / Community Development Director  
Name/Title [Signature]

<b>Originating Department:</b>  Community Development	Costs: \$ 0 Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b>  Ordinance <u>09</u> -2015
<b>Advertised:</b> Date: <u>N/A on 1<sup>st</sup> reading</u> Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <b>ND (Building Official or designee will be in attendance at the meeting)</b> or Not applicable in this case _____  <b>Please initial one.</b>

**Summary Explanation/Background:**

The Town of Lake Park (contracted) Building Official, Mike Crisafulle of HyByrd, Inc., presented staff with the amendments to Chapter 1 of the Florida Building Code. The Palm Beach County Building Code Advisory Board prepared these local amendments to Chapter 1, Administration, for the 2014 edition of the Florida Building Code. These changes serve to clarify some of the provisions and provide more stringent provisions to some of the minimum state administrative standards. The Palm Beach County Building Code Advisory Board recommends that all local jurisdictions adopt the local amendments, which is the purpose of this agenda item. The Florida Building Code 2014 is currently in effect as of July 1, 2015. The adoption of the National Electrical Code by reference in Chapter 54, as well as the establishment of the wind speed lines currently in the Code, have not changed. The adoption relies upon the Florida Building Commission for appeals and the Town's Planning and Zoning Board for variance requests related to the Florida Building Code.

**Recommended Motion:** I move to APPROVE Ordinance 09-2015 on first reading.

**ORDINANCE NO. 09-2015**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 54, ARTICLE I, SECTION 54-8 OF THE TOWN CODE PERTAINING TO THE TOWN'S LOCAL AMENDMENTS TO CHAPTER ONE OF THE FLORIDA BUILDING CODE; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT ; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE..

**WHEREAS**, in 2010, the Florida Legislature enacted an updated version of the Florida Building Code, amending the minimum building construction standards which must be adopted and applied by all local governments in Florida; and

**WHEREAS**, the Florida Building Code and amendments thereto which have been enacted by the Legislature are codified in Section 553.73 Florida Statutes; and

**WHEREAS**, Section 553.73(4)(A) Florida Statutes, authorizes local governments to adopt local amendments to Chapter One of the Florida Building Code that are more stringent than the minimum state standards set forth therein; and

**WHEREAS**, the Palm Beach County Building Code Advisory Board prepared local amendments to Chapter One of the 2010 and 2014 versions of the Florida Building Code, which are more stringent than the minimum administrative standards set forth in the Florida Building Code; and

**WHEREAS**, the Palm Beach County Building Code Advisory Board recommends that all local governments in Palm Beach County adopt said local amendments to create uniformity within the Palm Beach County; and

**WHEREAS**, the Town's Building Official recommends that the Town Commission adopt the local amendments prepared and recommended by the Palm Beach County Building Code Advisory Board; and

**WHEREAS**, the Town Commission has determined that the amendments incorporated herein will promote the health, safety and general welfare of the residents and businesses of the Town of Lake Park.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, THAT:

**Section 1:** Chapter 54. Buildings and Building Regulations of the Code of Ordinances of the Town of Lake Park is hereby amended to update references to the Florida Building Code and to adopt local amendments to Chapter 1 of the Florida Building Code; providing that Chapter 54 shall hereafter read as follows:

**Section 54-8 – Chapter One amendments adopted.**

**CHAPTER ONE-ADMINISTRATION**

**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, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the Town.

**Exceptions:**

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 shall comply with the Florida Building Code, Residential.

2. Existing buildings undergoing repair, alterations or additions **and or** change of occupancy shall comply with **Chapter 54 of this Code**~~the Florida Building Code, Existing Building~~.

**101.2.1 Appendices.** Provisions in the appendices shall not apply unless specifically adopted.

**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 fire fighters, code officials, 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 and inspection of any building, system, or plan by the Town, 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. The Town shall not be liable in tort for damages or hazardous or illegal condition 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 Building Department or employee shall be liable in tort for damage from such conditions, in accordance with *Section 768.28(9)(a)* F.S., as may be amended.

**101.4 Referenced codes.** The other codes listed in Sections 101.4.1 through 101.4.9 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 Electrical.** The provisions of Chapter 27 of the Florida Building Code, Building shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.~~

**101.4.21 Gas.** The provisions of the International Fuel Gas Code with the Florida Fuel Gas Code Supplement- Florida Building Code, pertaining to Fuel Gas 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.

**101.4.32 Mechanical.** The provisions of the Florida Building Code, Mechanical shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

**101.4.43 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 and all aspects of a medical gas system.

**101.4.54 Property maintenance.** ~~Reserved. The provisions of Chapter 54-8 and Chapter 16 of the Town Code and Florida Building Code shall apply.~~

**101.4.65 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 and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

**101.4.76 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.

**101.4.87 Accessibility.** For provisions related to accessibility, refer to Florida Building Code, Accessibility.

**101.4.98 Manufactured buildings.** For additional administrative and special code requirements, see Section 4258, of the Florida Building Code, under Building, and Rule 61-41, Florida Administrative Code 9B-1 F.A.C.

**101.4.9 Electrical.** The provisions of Chapter 27 of the Florida Building Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

**101.4.10 Flood Damage Prevention.** The Town of Lake Park floodplain management Ordinance codified in Chapter 60 of the Town Code shall be considered part of the requirements of this Chapter 54 code relative to flood control. Conflicting requirements between the Florida Building Code and Chapter 60 of the Town Code 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.

## SECTION 102-APPLICABILITY

**102.1 General.** Where there is a conflict between a general code requirement and a specific code requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this Chapter 54 code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

**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, Building to prevent the siting 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 provided in ~~Chapter 34~~Chapter 54 of this code and 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) Building 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 V (*Sections 553.501-553.513*, F.S.) relating to accessibility by persons with disabilities, ~~and~~ permits shall be required for structural support and tie down, electrical supply, and utility connections to such mobile or modular structures, as required by this jurisdiction.
- (f) Those structures or facilities of electric utilities, as defined in *Section 366.02*, F.S., 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 or palmetto or other traditional materials, ~~and that does not incorporate any electrical, plumbing, or other nonwood features. Exception: Electrical or plumbing work or connection, or other non-wood features shall not be exempted from this code.~~
- ~~(i) Service provider water, sewer, storm, gas, cable, telephone, or other similar utility systems are exempt to the point of service connection for the building or structure.~~
- (j) Family mausoleums not exceeding 250 square feet (23m<sup>2</sup>) 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.
- (k) 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<sup>2</sup>) which is constructed and owned by a natural person for hunting and which is repaired or reconstructed to the same dimensions and condition as existed on, or prior to 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 or utility providers of water, sewer, storm, gas, cable, telephone, or other similar utility systems are exempt to the point of service connection for the building or structure.

**102.2.1** In addition to the requirements of *Section 553.79 and 553.80*, F.S., facilities subject to the provisions of *Chapter 395*, F.S. (Hospital Licensing and

Regulation), and *Chapter 400*, F.S. Parts II and VIII (Nursing Homes), shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of *Chapter 395*, F.S., and Part II of *Chapter 400*, F.S., and the certification requirements of the federal government.

**102.2.2 Residential Buildings or structures ~~for residential uses moved~~ moved** into or the Town 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 is 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 original construction and are operational and safe for reconnection;
6. Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the applicable Florida Statutes for all buildings or structures of the same residential occupancy class; and
- ~~7. The requirements of Florida Building Code, Existing Building 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 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 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, provided any addition or alteration shall not exceed 1,000 square foot (93m<sup>2</sup>) or the square footage of the of the primary structure, whichever is less.
  - b. Addition, alteration, or repairs by a non-owner within a certain cost limitation set by rule, provided the total cost shall not exceed \$5,000 within any 12 month period.
  - c. Building 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., b., and 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.

4. However, each enforcement district or local enforcement agency may establish an alternative permitting program for replacing nonstructural components of building systems in a residential dwelling unit. A licensed contractor performing such work for the resident shall also be exempt from individual permits and inspections if either the owner or the licensed contractor obtains a valid Annual Permit per Section 105.1.1 of this Code and all such work is reported as required in Section 105.1.2 of this Code for compliance evaluation. No added capacity, system expansion or new building work of any type shall be excluded from individual permit and inspection by this provision.

**102.2.6 This Code 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. Where differences occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

102.4.1

Conflicts. Where a conflicts occurs between provisions of this code and other referenced codes and standards referenced herein, the provisions of this Chapter 54code shall apply.

102.4.2 Provisions in referenced codes and standards. Where the extent of the provisions to a referenced code or standard includes subject matter that is within the scope of this Chapter 54code or the Florida Codes listed in Section 101.4, the provisions of this Chapter 54code or the Florida Codes listed in Section 101.4, as applicable, shall take precedence over the [provisions in athe referenced code or standard Added in 2014 code.]

**102.5 Reserved. Partial invalidity (Reserved FBC)** 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 the Town Code~~ shall be permitted to continue without change, except as is specifically covered in this code, Town property maintenance Chapter 54 and Chapter 16, the Codes referenced in Section 101.4, or the Florida Fire Prevention Code, 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 manufactured in compliance with the Standard Building Code (prior to March 1, 2002), the wind speed map of the Standard Building Code shall be applicable. If the existing building was manufactured in compliance with the Florida Building Code (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~~ The Town 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 until 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. ~~An~~ The Town may not require that existing mechanical equipment on the surface of a roof be installed in compliance with the requirements of the Florida Building Code until the equipment is required to be removed or replaced.

**SECTION 103-BUILDING DIVISION** ~~DEPARTMENT~~ Town of Lake Park Community Development Department

**103.1 Establishment.** There is hereby established a ~~department~~ division within the Town's Community Development Department to be called the Building ~~Division~~ department and the person in charge shall be known as the Building Official. All code officials employed by the ~~division~~ department shall be certified in accordance with *Chapter 468*, Part XII, F.S.

**103.2 Restrictions on employees.** An officer or employee connected with the department, except one whose only connection is as a member of the board established by this code, shall not be financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or maintenance of a building, structure, service, system, or in the making of plans or of specifications thereof, unless he/she is the owner of such. This officer or employee shall not engage in any other work which is inconsistent with their duties or conflict with the interests of the department, except as instructors.

## **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 in order 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, and alteration, demolition and moving of buildings, structures, and service systems, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

**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 be 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, as issued by the Town, when inspecting structures or premises in the performance of duties under this code.

### **104.6 Right of entry.**

**104.6.1 Where it is necessary to make an inspection** to enforce any of the provisions of this code, or where the building official has reasonable cause to believe that there exists in any building or upon any premises any condition or code violation which makes such building, structure, or premises, unsafe, dangerous or hazardous, the building official is authorized to enter the building, structure or premises at all reasonable times to inspect or to perform any duty imposed by this code, provided that if such building, structure or premises are occupied, that credentials be presented to the occupant and entry requested. If such building, structure, or premises are unoccupied, the building official shall first make a reasonable effort to locate the owner or other persons having charge or control of the building, structure, or premises, and request entry. If entry is refused, the building official shall have recourse to every remedies provided by law to secure entry.

**104.6.2 When the building official shall have first obtained a proper inspection warrant** in accordance with *Chapter 933*, F.S. or other remedy provided by law to secure entry, no owner or occupant or any other persons 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 Department records.** The Town's building department 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*, F.S.

**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 Town 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 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 member because of an act performed by that officer or employee or member in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the Town until the final termination of the proceedings. The building official or any subordinate shall not be liable for cost 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, recycled, or reclaimed 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 entered in the files of the building department.

**104.10.1 (Reserved FBC) Flood hazard areas.** The Building Official shall not grant modifications to any provision required in flood hazard areas as established by Section 1612.3 unless a determination has been made that:

1. A showing of good and sufficient cause that the unique characteristics of the size, configuration or topography of the site render the elevation standards of Section 1612 inappropriate.

2. A determination that failure to grant the variance would result in exceptional hardship by rendering the lot undevelopable.

3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, cause fraud on or victimization of the public, or conflict with existing laws or ordinances.

4. A determination that the variance is the minimum necessary to afford relief, considering the flood hazard.

5. [Through written evidence by the Applicant, the difference between the design flood elevation and the elevation to which the building is to be built; a statement that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation; and stating that construction below the design flood elevation increases risks to life and property.]

**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 design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. ~~When alternate life safety systems are designed, the SFPE Engineering Guide to Performance-Based Fire Protection Analysis and Design of Buildings, or other methods approved by the building official may be used. The building official shall require that sufficient evidence or proof be submitted to substantiate any claim made regarding the alternative.~~

**104.11.1 Research reports.** Supporting data, where necessary to assist in 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.

~~104.11.3 Accessibility. Alternative designs and technologies for providing access to and usability of a facility for persons with disabilities shall be in accordance with provisions of the Florida Building Code, Accessibility~~

**104.12 Requirements not covered by code.** Any requirements necessary for the 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 the other technical codes, shall be determined by the building official.

## SECTION 105-PERMITS

**105.1 Required.** Any contractor, owner, or agent authorized in accordance with *Chapter 489, F.S.* who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical, plumbing or fire protection system, or accessible or flood resistant site element, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

**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 sites as deemed necessary. An annual facility permit shall be assessed with an annual fee and shall be valid for one year from 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 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 or withhold the issuance of the future annual permits~~, if code violations are found to exist.

**105.1.3 Food permit.** As per *Section 500.12, F.S.*, 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 Townlocal enforcing agency may not issue a building permit to construct, develop, or modify a public swimming pool without having first received a 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 townlocal enforcing agency shall conduct a their review of the building permit application upon filing and in accordance with Chapter 553, Florida Statutes. The townlocal enforcing agency may confer with the Department of Health, if necessary.}}

**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 Town's local Floodplain Ordinance. Permits shall not be required for the following:

**Building:**

1. Building permits are not required for replacement or repair work having value of less than \$1,000.00, providing, however, that such work will not adversely affect the structural integrity, fire rating, exit access, ~~or egress,~~ or any local zoning requirements.
2. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work, with —no electrical or plumbing work.
3. Temporary motion picture, television and theater sets and scenery.
4. Swings and other playground equipment accessory to detached one- and two-family dwellings, but they may be subject to Zoning permits.
5. 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.
6. Non fixed and movable fixtures, cases, racks, and counters not over 5 feet 9 inches (1753 mm) in height.

**Electrical:**

1. Repairs and maintenance: Repair or replacement of *like* common household electrical fixtures, switches, and outlets on the load side of the electrical source. Minor repair work, including the replacement of lamps or the connection of *approved* portable electrical equipment to *approved* permanently installed receptacles.
2. 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.
3. 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 which does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 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 load management control device.

**Plumbing:**

1. The stopping of leaks in drains, water, soil, waste or vent pipe provided, however, that if any concealed trap, drain pipe, 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. This does not include water heaters.

**105.2.1 Emergency repairs.** Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the building official. ~~Prior~~ Notification shall be given to the building official including the work address, nature of emergency and scope of work immediately, or by next business day.

**105.2.2 Minor repairs.** Ordinary minor repairs or installation of replacement parts may be made with the approval of the building official, without a permit, provided the repairs do 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 minor repairs include addition to, alteration 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. (Reserved FBC)** A permit shall not be required for the installation, alteration or repair of generation, transmission, distribution or 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 an application therefore in writing on a form furnished by the department for that purpose. Permit application forms shall be in the format prescribed by a local administrative board, if applicable, and must otherwise comply with the requirements of *Sections 713.135(5) and (6)*, F.S. 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 Town on the date of the application governs the permitted work for the life of the permit and any extension granted to the permit.

**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 through contractual agreement with a school board, in acting on applications for permits, the building official shall give first priority to any applications for the construction of, or addition or renovation to, any school or educational facility.

**105.3.1.1 If a state university, Florida college or public school district** elects to use the Town's code enforcement offices, fees charged by the Town 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 plans 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 Town 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*, F.S.:

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 which includes a fire sprinkler system which 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.

3. Heating, ventilation, and air-conditioning documents for any new building or addition which requires 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.

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**Example 2:** Consider a small single-story office building which consists of six individual offices where each office has 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 this is considered to be 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 occupancy load and the cost for the total air-conditioning system of the building.

4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than \$5,000.
5. Electrical documents. See Florida Statutes, Section 471.003(2)(h) Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered

~~Engineer. The system, Requires an electrical system with a value of over \$125,000; and Requires an aggregate service capacity of over 600 amperes (240 volts) on a residential electrical system or over 800 amperes (240 volts) on a commercial or industrial electrical system;~~

~~NOTE: It was further clarified by the Commission that the limiting factor of 240 volt or over is required to be designed by an Engineer.~~

~~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.~~

~~6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, Florida Statutes~~

- ~~1. Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered Engineer. The system:
  - ~~A. Requires an electrical or plumbing or air-conditioning and refrigeration system with a value of over \$125,000; and~~
  - ~~B.
    - ~~1) Requires an aggregate service capacity of over 600 amperes (240 volts) on a residential electrical system or over 800 amperes (240 volts) on a commercial or industrial electrical system.~~
    - ~~2) Requires a plumbing system with 250 fixture units or more.~~
    - ~~3) Requires Heating, ventilation and air-conditioning system that exceeds a 15-ton-per-system capacity, or if the project is designed to accommodate over 100 persons.~~~~~~
- ~~2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. A Contractor I, Contractor II or Contractor IV, certified under Section 633.521, 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.~~
- ~~3. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than \$5,000.~~

~~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 sealed such document as provided in Section 471.025, F.S.~~

**105.3.2 Time limitation of application.** An application for a permit for any proposed work shall be deemed to have been abandoned ~~and shall be becoming~~ null and void 180 days

~~after the date of filing, unless the Building Official determines that such application has been pursued in good faith or that the permit was properly 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 by a written request, which includes the justification for the extension in writing and justifiable cause demonstrated, and invalid, six months after the date of filing, or for any 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 three months each. The extension shall be requested in writing prior to the abandonment date and justifiable cause demonstrated. Abandoned applications shall be subject to destruction in accordance with state law. The fee for renewal, re-issuance, and extension of a permit application shall be set forth on the Town's fee schedule adopted by resolution of the Town Commission. 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 such as the requirement for Home or Property Owners Association approval, and there may be additional permits required from other governmental entities such as water management districts, state agencies or federal agencies."

**105.3.4 A building permit for a single-family residential dwelling** must be issued within 30 working days of application therefore unless unusual circumstances require a longer time for processing the application or unless the permit application fails to satisfy the Florida Building Code or the Town's laws or ordinances.

**105.3.5 Identification of minimum premium policy.** Except as otherwise provided in *Chapter 440*, F.S., Workers' Compensation, 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*, F.S.

**105.3.6 Asbestos removal.** Moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to 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 an 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 on 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 done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by 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 permit, specifically, without limitation, date of execution, building owner or dealer, and anticipated date of completion. However, the construction activity must commence within 180 days of the contract's execution. The contract is subject to verification by the Department of Community Affairs.

**105.3.8 Public right of way.** A permit shall not be given by the building official for the construction, ~~of any building, or for the alteration, or relocation of any building where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on~~ impacting any street, alley or public lane, ~~or for the placing on any lot or premises of any building or structure removed from another lot or premises,~~ unless the applicant has received a right-of-way permit from the authority having jurisdiction over the ~~right-of-way street, alley or public lane.~~

**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 the Town. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of the Town shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the building official from requiring the correction of errors in the construction documents and other data. The building official is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinances of the Town.

**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 shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 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, or revalidation of the original permit, covering the proposed construction shall be obtained before proceeding with the work.

**105.4.1.2** If a new permit, or revalidation of the original permit, is not obtained within six months 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, providing 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 case of civil commotion or strike or when the building work is halted due directly to 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 90 days 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 on the Town's fee schedule adopted by resolution of the Town Commission. There may be fees or requirements from other government agencies for permit extensions and renewals.

**105.5 Expiration. Reserved FBC.** Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 6 months after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 6 months after the time the work is commenced. The Building Official is authorized to grant, in writing, one or more extensions of time, for periods not more than 90 days each. The extension shall be requested in writing and shall include good cause for the justification for the extension justifiable cause demonstrated.

**105.5** ~~105.6~~ **Suspension-Denial or Revocation of permits.** 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 townlocal enforcing agency to be not in compliance with the Florida Building Code, the townlocal 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 town's Building Officiallocal building code administrator or inspector finds that the plans are not in compliance with the Florida Building Code, hethelocal 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 town and permit applicant.

**105.6.1 Misrepresentation of application.** The building official Building Official may suspend or revoke a permit or approval, issued under the provisions of this Chapter 54code,

in case 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.

**105.6.2 Violation of code provisions.** The ~~Building Official~~ building official may require correction or suspend or revoke ~~the~~ permit upon determination by the ~~Building Official~~ 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 completion of the project.

**105.8 Notice of commencement.** ~~As per~~ In accordance with *Section 713.135*, F.S., when any person applies for a building permit, the Town 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. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

**105.9 Asbestos.** The Town 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*, F.S., 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" above, for additional requirements.

**105.10 Certificate of protective treatment for prevention of termites.** A weather-resistant job-site posting board shall be provided to receive duplicate treatment certificates shall be provided as each required protective treatment is completed, supplying one copy for the person the permit is issued to and another copy 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 for contract document requirements.

**105.11 Notice of termite protection.** A permanent sign which identifies the termite treatment provider and need for re-inspection and 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 is only for the Florida Building Code; all other Agency approvals necessary for construction must be secured prior to this provision being applied.

**105.13 Phased permit approval.** After submittal of 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 requirements of the technical codes. This provision is only for the Florida Building Code, all other Agency approvals necessary for construction must be secured prior to this provision being applied.

**105.14 Permit issued on basis of an affidavit.** 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. 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 inspect such work. The building official may without any examination or inspections 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. In addition, they shall certify conformity to the permit, and upon completion of the structure, electrical, gas, mechanical or plumbing systems make and file with the building official written affidavit that the work has been done in conformity to the reviewed plans and 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. In the event 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 *Chapter 468, F.S., Part XII* and that any person conducting inspections is qualified as a building inspector under *Chapter 468, F.S. Part XII*. Nothing aforesaid shall preclude plan review or inspections by the building official.

**Exception: Permit issued on basis of an affidavit shall not extend to the flood load and flood resistance requirements of the Florida Building Code.**

**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 structures 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 structures 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:** Single family 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) ~~The town or Building Official 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(2)(a), 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 the town a local enforcing agency, or the Building Official 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 any other 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 a the permit has been sought in accordance with subsection the prohibition in paragraph (a), above.~~
  - ~~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 an the inspection of that portion of the building, structure, or real property in accordance with subsection the prohibition in paragraph (a), above.~~
  - ~~4 Inspecting any portion of a building, structure, or real property pursuant to an inspection warrant issued in accordance with Sections 933.20 through 933.30, Florida Statutes.~~

**105.17 Streamlined low-voltage alarm system installation permitting. —**

- (1) As used in this subsection, 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*, operating at low voltage, as defined in the National Electrical Code Standard 70, and ancillary components or equipment attached to such a system, including, but not limited to, home-automation equipment, thermostats, and video cameras.

(2) Notwithstanding any provision of this Chapter 54 Code, this subsection shall apply to low-voltage alarm system projects for which a permit is required by a local enforcement agency.

(3) This subsection does not apply to the installation or replacement of a fire alarm if a plan review is required.

(4) The town/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*.

(a) The town/local enforcement agency may not require a contractor, as a condition of purchasing a label, to submit 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 issuance of the label. A contractor may purchase labels in bulk.

(5) 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.

(6) A contractor is not required to notify the town/local enforcement agency before commencing work on a low-voltage alarm system project. However, a contractor shall submit a Uniform Notice of a Low-Voltage Alarm System Project as provided under subsection (7) to the town/local enforcement agency within 14 days after completing the project. The town/local enforcement agency may take disciplinary action against a contractor who fails to timely submit a Uniform Notice of a Low-Voltage Alarm System for a project.

(7) A project utilizing an 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 Section 553.793(7), *Florida Statutes*.

(8) A project with a low-voltage alarm system project may be inspected by the town/local enforcement agency to ensure compliance with applicable codes and standards. If a project with a low-voltage alarm system project fails an inspection, the contractor shall take such corrective actions as may be necessary to pass inspection.

A municipality, county, district, or other entity of local government may not adopt or maintain in effect an ordinance or rule regarding a low-voltage alarm system project that is inconsistent with this section.

(9) 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 subsection.

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. These provisions shall not conflict with any current statutory language.

## 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/m<sup>2</sup>), such design live loads shall be conspicuously posted by the owner 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, structure or 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 where required by *Chapter 471, F.S. & 61G-15 F.A.C.* or *Chapter 481, F.S. & 61G-1 F.A.C.* Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional. Electronic media documents shall be submitted when required by 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, landscape architect, or engineer legally registered under the laws of this state regulating the practice of architecture or interior design as provided for in *Chapter 481, F.S., Part I*, or landscape architecture as provided for in *Chapter 481, F.S., Part II*, 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 Statute.~~

**107.2 Construction documents.** Construction documents shall be in accordance with Sections 107.2.1 through 107.2.5.

**107.2.1 Information on construction documents.** Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents shall be submitted when approved 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. (See also Section 107.13.5).

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 requirements, flashing requirements and wind resistance rating that are required to be installed. Product evaluation and installation shall indicate compliance with the wind criteria required for the specific site or a statement by an architect or engineer for the specific site must be submitted 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 of calculations. All drawings, specifications and accompanying data required by the Building Official to be prepared by an architect or engineer shall be affixed with their official seal, signature and date in accordance with state law requires.

107.2.1.3 Quality of building plans. Building plans shall be drawn to a minimum 1/8 inch scale upon substantial paper, cloth or other acceptable medium. The building official may establish through divisional policy, other standards for plans and specifications, in order to provide conformity to its record retention program. This policy may include such things as minimum size, shape, contrast, clarity, or other items related to records management. Electronic media must be compatible with the archive requirements of Florida Statutes.

**107.2.1.1 Fire protection system shop drawings.** Shop drawings for the fire protection system(s) shall be submitted to indicate 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 as required by the referenced installation standards in Chapter 9.

~~107.2.1.2 For roof assemblies required by the code, the construction documents shall illustrate, describe and delineate the type of roofing system, materials, fastening requirements, flashing requirements and wind resistance rating that are required to be installed. Product evaluation and installation shall indicate compliance with the~~

wind criteria required for the specific site or a statement by an architect or engineer for the specific site must be submitted with the construction documents.

~~107.2.1.3 Additional data.~~ The building official may require details, computations, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All drawings, specifications and accompanying data required by the building official to be prepared by an architect or engineer shall be affixed with their official seal, signature and date as state law requires.

~~107.2.1.4 Quality of building plans.~~ Building plans shall be drawn to a minimum 1/8 inch scale upon substantial paper, cloth or other acceptable medium. The building official may establish through departmental policy, other standards for plans and specifications, in order to provide conformity to its record retention program. This policy may include such things as minimum size, shape, contrast, clarity, or other items related to records management. Electronic media must be compatible with the archive requirements of Florida Statutes.

**107.2.2 Reserved. Fire protection system shop drawings.** Shop drawings for the fire protection system(s) shall be submitted to indicate conformance to this Chapter 54 code and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9.

**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 in compliance with the provisions of this code. In other than occupancies in 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 roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings. The construction documents shall include manufacturer's installation instructions that provide supporting documentation 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 which was tested, where applicable, as well as the test procedure used.

**107.2.5 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 construction to be demolished and the location and size of existing structures and

construction that are to remain on the site or plot. 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.

**107.2.5.1 Design flood elevations.** Where design flood elevations are not specified, they shall be established in accordance with Section 1612.3.1.

**107.2.5.2** 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.

**107.3 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(5)*, F.S., 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 according to 9B-1.009, F.A.C., shall be sufficient for 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, providing 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 noted, 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 shall 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.** 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.

**107.3.4 Design professional in responsible charge. (Reserved FBC)**

~~**107.3.4.1 General.**~~ When it is required that documents be prepared by a registered design professional, the building official shall be authorized to require the owner 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 shall designate a substitute 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 if the registered design professional in responsible charge is changed or is unable to continue to perform the duties. The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building. Those products which are regulated by ~~DCS Rule 61G20-Chapter 9N-3 F.A.C.~~ shall be reviewed and approved in writing by the designer of record prior to submittal for jurisdictional approval.

**107.3.4.12 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 within a specified period. Deferral of any submittal items shall have the prior approval of the building official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the building official. 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 to 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.

**107.3.4.23 Certifications by contractors authorized** under the provisions of *Section 489.115(4)(b)* F.S., shall be considered equivalent to sealed plans and specifications by a person licensed under *Chapter 471*, F.S., or *Chapter 481* F.S., 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. The townLocal enforcement agencies may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause

~~shown, the town local government code enforcement agencies may accept or reject plans sealed by persons licensed under Chapters 471, 481 or 489, Florida Statutes. by the Town 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. The Town may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, the Town's code enforcement officer may accept or reject plans sealed by persons licensed under Chapters 471, 481 or 489, F.S.~~

**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 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, and design flood elevations.
2. Occupancy group and special occupancy requirements shall be determined.
3. Minimum type of construction shall be determined (see Table 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 draft-stopping 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
- 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
  - Structural calculations (if required)
  - Foundation
  - Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, flood damage-resistant materials
  - 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
  - Insulation
- 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  
Sanitation

12. Special systems:  
Elevators  
Escalators  
Lifts

13. Swimming Pools:  
Barrier Requirements  
Spas  
Wading pools

#### **107.3.5.1.2 Electrical**

1. Electrical:  
Wiring  
Services  
Feeders and branch circuits  
Overcurrent protection  
Grounding  
Wiring methods and materials  
GFCIs
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. Back flow prevention.
- 9. Irrigation.
- 10. Location of water supply line.
- 11. Grease traps.
- 12. Environmental requirements.
- 13. Plumbing riser.
- 14. Design flood elevation.

#### **107.3.5.1.4 Mechanical**

- 1. Energy Calculations
- 24. Exhaust systems:
  - Clothes dryer exhaust
  - Kitchen equipment exhaust
  - Specialty exhaust systems
- 32. Equipment.
- 43. Equipment location.
- 54. Make-up air.
- 65. Roof-mounted equipment.
- 76. Duct systems.
- 87. Ventilation.
- 98. Combustion air.
- 109. Chimneys, fireplaces and vents.
- 110. Appliances.
- 121. Boilers.
- 132. Refrigeration.
- 143. Bathroom ventilation.
- 154. Laboratory.
- 165. Design flood elevation.

#### **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.

#### **107.3.5.1.6 Energy Calculations**

#### **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. Smoke detector locations.
4. Egress.  
Egress window size and location stairs construction requirements
5. Structural requirements shall include:  
Wall section from foundation through roof, including assembly and materials  
connector tables  
Termite protection  
Design Loads  
Wind requirements  
Building envelope  
Structural calculations (if required)  
Foundation  
Wall systems  
Floor systems  
Roof systems
6. Accessibility requirements: show/identify accessible bath.
7. Impact resistant coverings or systems.
8. Required Florida Product Approvals.
9. Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, equipment, and flood damage-resistant materials.
10. Electrical:  
Electric service riser with wire sizes, conduit detail and grounding detail.  
Complete load calculations, Panel schedules
11. Mechanical:  
, Equipment and location, Duct systems
12. Plumbing:  
Plumbing riser
13. Gas:  
Gas piping  
Venting  
Combustion air  
Chimneys and vents  
Appliances  
Type of gas

- Fireplaces
- LP tank location
- Riser diagram/shutoffs
- 14. Energy Calculations.

#### 107.3.5.4 Swimming Pools

1. Barrier requirements.
2. Spas.
3. Wading pools.

#### 107.3.5.5 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. Minor electrical, plumbing and mechanical repairs.
3. Annual maintenance permits.
4. Prototype plans: except for local site adaption, siding, foundations and/or modifications. Except for structures that require waiver.

~~4. Manufactured buildings or prototype building plans except for local site adaptations and foundations of buildings, which are constructed on site, and modifications of structures that require waiver.~~

- ~~a. Site requirements
  - setback/separation (assumed property lines)
  - location of septic tanks (if applicable)~~
- ~~b. Structural
  - wind zone
  - anchoring
  - blocking~~
- ~~c. Plumbing
  - List potable water source and meter size (if applicable)~~
- ~~d. Mechanical
  - exhaust system
  - clothes dryer exhaust
  - kitchen equipment exhaust~~
- ~~e. Electrical
  - exterior disconnect location~~

5. Manufactured buildings plan except for foundations and modifications of buildings on site.

**107.4 Amended construction documents.** Work shall be installed in accordance with the ~~approved~~ reviewed construction documents, and any changes made during construction that are not in compliance with the ~~approved~~ reviewed construction documents shall be resubmitted for review as an amended set of construction documents.

**107.5 Retention of construction documents.** One set of ~~approved official~~ construction documents shall be retained by the building official as required by Florida Statutes.

**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 *Chapter 468, F.S., Part XII* and that any person conducting inspections is qualified as a building inspector under *Chapter 468, F.S. Part XII*.

107.6.1 Building permits issued on the basis of an affidavit. 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.

## SECTION 108 TEMPORARY STRUCTURES AND USES

**108.1 General.** The building official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 6months. The building official is authorized to grant extensions for demonstrated cause.

**108.2 Conformance.** Temporary structures and uses shall conform to the structural strength, fire safety, means of egress, accessibility, light, ventilation and sanitary requirements of this code as necessary to ensure public health, safety and general welfare.

**108.3 Temporary power.** The building official is authorized to give permission to temporarily supply and use power in part of an electric 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 Chapter 27 of the Florida Building Code, Building.

**108.4 Termination of approval.** The building official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure or use to be discontinued.

## SECTION 109 FEES

**109.1 Prescribed Payment of Fees.** A permit application shall not be valid ~~issued until the fees prescribed by the town has regulating authorities have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid, authorized under Section 553.80, F.S., have been paid. Nor shall an amendment to a permit be released until the additional fee, if any, due to an increase in the estimated cost of the building, structure, electrical, plumbing, and mechanical or gas systems has been paid.~~

**109.2 Schedule of permit fees.** On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, as set forth on the Town's fee schedule adopted by resolution of the Town Commission.

**109.3 Building permit valuations.** If, in the opinion of the building official, the claimed valuation of building, alteration, structure, electrical, gas, mechanical or plumbing systems appears to be underestimated on the application, the permit shall be denied, unless the applicant can show detailed, quantity estimates, and/or bona fide signed contracts (excluding land value) to meet the approval of the building official. For permitting purposes, valuation of buildings and systems shall be total replacement value to include structural, electric, plumbing, mechanical, interior finish, relative site work, architectural and design fees, marketing costs, overhead and profit; excluding only land value. Valuation references may include the latest published data of national construction cost analysis services (Marshall-Swift, Means, etc.). Final building permit valuation shall be set by the building official.

**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 building official's approval or the necessary permits shall be subject to a penalty fee in addition to the required permit fees, as set in approved fee schedule set forth on the Town's fee schedule adopted by resolution of the Town Commission. 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, there should be immediate notification to the Building Official and the required permit(s) must be applied for within three business (3) business days and any unreasonable delay in obtaining those permit(s) shall result in the charge of a penalty fee. The payment of a penalty fee shall not preclude or be deemed a substitute for prosecution for commencing work without first obtaining a permit. The Bbuilding Oofficial may grant extensions of time or adjust penalties when justification cause has been demonstrated in writing.

**109.5 Related fees.** The payment of the fee for the construction, alteration, removal or demolition for work done in connection to 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 a refund policy.

## 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 accessible and exposed for inspection purposes 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 Town. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the Town shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed 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 Town 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 Other inspections services.** The Building Official may make, or cause to be made by others, the inspections required by Section 109 of this code. He/she may accept reports of inspectors of recognized inspection services, provided that after investigation he/she is satisfied as to their qualifications and reliability. A certificate called for by any provision of the technical codes shall not be based on such reports unless the same are in writing and certified by a responsible officer of such service. 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 ( $f'_c$ ) in excess of 3000 pounds per square inch
4. For pile driving
5. For buildings with area greater than 20,000 square foot
6. For buildings more than 2 stories in height
7. For buildings and structures of unusual design or methods of construction

Such inspectors shall be adequately present at times work is underway on the structural elements of the building. Such inspectors shall be a registered architect, or engineer. An employee of the architect or engineer licensed under Chapter 468, Part XII, Florida Statutes may perform the inspections, under the direction of and with final certification from the architect or engineer. Such inspectors shall submit weekly progress reports including the daily inspections to the building official, and including a code compliance opinion of the Resident Inspector.

At the completion of the construction work or project, such inspectors shall submit a certificate of compliance to the building official, stating that the work was done in compliance with this code and in accordance with the permitted drawing. 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:

1. 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** Affidavits for inspection may not be utilized for inspection of specific construction requirements contained in 44CFR Sections 59 and 60 and a local Floodplain Management Ordinance for construction located in Special Flood Hazard areas.

**110.2 Preliminary inspection.** Subject to the limitations of *Chapter 553, F.S.*, 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.

**110.2.1 Existing building inspections.** Before issuing a permit, the building official may examine or cause to be examined any building, electrical, gas, mechanical, or plumbing systems for which an application has been received for a permit to enlarge, alter, repair, move, demolish, install, or change the occupancy. He/she may inspect the buildings, structures, electrical, gas, mechanical and plumbing systems, from time to time, before, during and upon completion of the work for which a permit was issued. He/she shall make a record of every such examination and inspection and of all observed violations of the technical codes. Additional regulations in the Florida Building Code, Existing Building may apply.

**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

when inspections occur and what elements are inspected at each inspection. A complete survey or special purpose survey may be required before an inspection is approved.

#### **A. Building**

1. Foundation inspection. To be made after trenches are excavated and forms erected and required reinforcing steel is in place and, shall at a minimum include the following building components:

- Stem-wall
- Monolithic slab-on-grade
- Pilings and pile caps
- Footings/grade beams

1.1. Slab/Floor Inspection: Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel or framing members installed and all 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 elevation certification, required in Section 1612.5, shall be submitted to the building official.

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 corrected prior to installation of the dry-in material.

- 2.3. Framing inspection. To be made after the roof deck or sheathing, all framing, fire blocking and bracing is 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. Verify rough opening dimensions are within tolerances, buck and attachments
  - 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. Roofing inspection. Shall at a minimum include the following building components:
  - Dry-in
  - Insulation
  - Roof coverings (including in-progress)
  - Flashing
4. Energy insulation, thermal and ignition barriers.
5. Lath/Drywall. Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is 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 is completed and ready for occupancy.
  - 6.1. Lowest floor elevation. In flood hazard areas, as part of the final inspection, a final certification of the lowest floor elevation shall be submitted to the authority having jurisdiction.
7. Swimming pool inspection.
  - First inspection to be made after excavation and installation of reinforcing steel, bonding and main drain, and prior to placing of concrete shell.
  - Underground electric 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 placed.
  - Final electric inspection to be made prior to filling the swimming pool with water.
  - Final permanent barrier inspection is to be made prior to filling the swimming pool with water.

- In order 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 424.2.17.
  - Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place.
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 building department 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).
  10. Where impact-resistant coverings or impact resistant systems are installed to meet requirements of this code, 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 (including bonding and ground). To be made after trenches or ditches are excavated, conduit or cable is installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the building is dried-in, framing, fire-blocking and bracing is in place, and prior to the installation of insulation (if applicable), or 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 is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.

#### **C. Plumbing**

1. Underground inspection. To be made after trenches or ditches are excavated, piping is installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, fire-blocking and bracing is in place and all soil, waste and vent piping is complete, and prior to the installation of insulation (if applicable), or wall or ceiling membranes.
3. Final inspection. To be made after the building 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 is installed, and before any backfill is put in place.  
Rough-in inspection. To be made after the building is dried-in, framing, fire blocking and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of insulation (if applicable), or wall or ceiling membranes
2. Final inspection. To be made after the building 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.
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 Debris**

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 prior to receiving final inspection approval. Construction job sites must be kept clean,
- ~~2. All debris shall be kept in such a manner as to prevent it from being spread by any means.~~

**110.3.1 Footing and foundation inspection.** ~~Reserved.~~ 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. Reserved.**

**110.3.3 Lowest Floor Elevation. Reserved.**

**110.3.34 Frame Inspection. Reserved. Reinforcing steel and structural frames.** Reinforcing steel or structural frame work of any part of any building or structure shall not be covered or concealed without first obtaining a release from the building official. Certification that field welding and structural bolted connections meet design requirements shall be submitted to the building official, upon request.

**110.3.4 Termites.** Building components and building surroundings required to be protected from termite damage in accordance with Section 1503.6, 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. (Also refer to Sections 105.10 and 105.11)

**110.3.5 Shoring.** For threshold buildings, shoring and associated formwork or falsework shall be designed and inspected by a Florida licensed professional engineer, employed by the permit holder or subcontractor, prior to any required mandatory inspections by the threshold building inspector.

**110.3.5 Lath and Gypsum Board Inspection. Reserved.**

**110.3.6 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.

**110.3.7 Energy efficiency inspections.** Inspections shall be made to determine compliance with Chapter 13 and shall include, but not be limited to, inspections for: envelope insulation R- and U-values, fenestration U-value, duct system R-value, and HVAC and water-heating equipment efficiency.

**110.3.7 Threshold building.**

**110.3.7.1 The Town 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 Town 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 so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the building official, the architect or the engineer of record. The contractor's contractual or statutory obligations are not relieved by any action of the special inspector.

~~110.3.7.2 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 Town. 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*, F.S., may designate such building as a threshold building, subject to more than the minimum number of inspections required by the Florida Building Code.

~~110.3.7.3 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 Town. The inspector shall be a person certified, licensed or registered under *Chapter 471*, F.S., as an engineer or under *Chapter 481*, F.S., as an architect.

~~110.3.7.4 The Town shall require~~ that, on every threshold building:

~~110.3.7.4.1 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 Town 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 Town."

~~110.3.7.4.2 Any proposal to install an alternate structural product or system~~ to which building codes apply shall be submitted to the Town for review for compliance with the codes and made part of the enforcement agency's recorded set of permit documents.

~~110.3.7.4.3 All shoring and reshoring procedures,~~ plans and details shall be submitted to the Town for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected and certified to be in compliance with the shoring documents by the contractor.

~~110.3.7.4.4 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 Town in accordance with this section and *Chapter 633*, F.S.

~~110.3.7.5 The Town may not issue a building permit for construction of any threshold building except to a licensed general contractor,~~ as defined in *Section 489.105(3)(a)*, F.S., or to a licensed building contractor, as defined in *Section 489.105(3)(b)*, F.S., 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.

~~110.3.7.6 The building department may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, Section 553.73, F.S., without duplicative inspection by the building department. The building official is responsible for ensuring that any person conducting inspections is qualified as a building inspector under Chapter 468, F.S., Part XII or certified as a special inspector under Chapter 471 or 481, F.S.. Inspections of threshold buildings required by Section 553.79(5), F.S., are in addition to the minimum inspections required by this code.~~

#### ~~110.3.8 Reserved.~~

~~110.3.9 Other inspections services. The building official may make, or cause to be made by others, the inspections required by Section 109. He/she may accept reports of inspectors of recognized inspection services, provided that after investigation he/she is satisfied as to their qualifications and reliability. A certificate called for by any provision of the technical codes shall not be based on such reports unless the same are in writing and certified by a responsible officer of such service. 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 ( $f'c$ ) in excess of 3000 pounds per square inch.~~
- ~~4. For pile driving.~~
- ~~5. For buildings with area greater than 20,000 square foot.~~
- ~~6. For buildings more than 2 stories in height.~~
- ~~7. For buildings and structures of unusual design or methods of construction.~~

~~Such inspectors shall be adequately present at times work is underway on the structural elements of the building. Such inspectors shall be a registered architect, or engineer, or a person licensed under Chapter 468, Part XII, F.S. Such inspectors shall submit weekly progress reports including the daily inspections to the building official, and including a code compliance opinion of the Resident Inspector.~~

~~At the completion of the construction work or project, such inspectors shall submit a certificate of compliance to the building official, stating that the work was done in compliance with this code and in accordance with the permitted drawing. 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.~~

~~110.3.9.1 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.~~

**110.3.10 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 shall give first priority to inspections of the construction, addition, or renovation to, any facilities owned or controlled by a state university, state community college or public school district.

~~**110.3.11 Termites.** Building components and building surroundings required to be protected from termite damage in accordance with Section 1503.6 of this code, Section 2304.13 of this code or Section 2304.11.6 of this code, specifically required to be inspected for termites in accordance with Section 2114 of this code, or~~

~~required to have chemical soil treatment in accordance with Section 1816 of this code shall not be covered or concealed until the release from the building official has been received. (Also refer to Sections 105.10 and 105.11 of this code)~~

~~**110.3.12 Impact Resistant coverings or systems.** Where impact resistant coverings or systems are installed to meet requirements of this code, the Bbuilding Oofficial 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 maufacturer'smanufacturer's installation instructions and the product approval.~~

~~**110.3.13 Reinforcing steel and structural frames.** Reinforcing steel or structural frame work of any part of any building or structure shall not be covered or concealed without first obtaining a release from the building official. Certification that field welding and structural bolted connections meet design requirements shall be submitted to the building official, upon request~~

**110.4 Inspection agencies.** The building official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as to 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 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 that are 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 inspector. 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 portion shall not be covered or concealed until authorized by the building official.

**110.7 Shoring.** For threshold buildings, shoring and associated formwork or falsework shall be designed and inspected by a Florida registered/licensed professional engineer, employed by the permit holder or subcontractor, prior to any required mandatory inspections by the threshold building inspector.

**110.8 Threshold building.**

**110.8.1** 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 so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the building official, the architect or the engineer of record. 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 Florida Statute 553.71(7), 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 to be in compliance with the shoring documents by the contractor.**

**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 building division 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 Building Division. 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 Chapter 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.

**110.27 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 of permeable land area on any parcel or 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 shall be submitted to the inspector in order to receive approval of the final inspection.

## **SECTION 111-CERTIFICATES OF OCCUPANCY AND COMPLETION**

**111.1 Use and Occupancy.** No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made, until the building official has issued a Certificate of Occupancy therefore 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. Said certificate shall not be issued until all required electrical, gas, mechanical, plumbing and fire protection systems have been inspected for compliance with the technical codes and other applicable laws and ordinances and released by the building official.

**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 are enforced by the building department or other agency whose approval is inherent in the building permitting process, 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.
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 department.
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.** A temporary/partial Certificate of Occupancy or Certificate of Completion may be issued for a portion or portions of a building that may safely be occupied prior to final completion of the building. The building official may require, once all life safety issues have been complied with, an applicant to provide adequate cash surety for unfinished work or revision of plans until a permanent Certificate of Occupancy or Certificate of Completion is granted. The purpose of the cash surety is to insure completion of work under this permit. Such cash surety shall be equal to one hundred ten percent (110%) of the estimated value of the remaining work, including labor and material, as determined by the design professional. The design professional shall submit a signed and sealed document attesting to the amount required to cover the cash surety. If work has not been completed and all finals requested within 90 days of issuance of the initial Temporary/Partial Certificate of Occupancy or Certificate of Completion, the jurisdiction retains the right to have the applicant surrender the cash surety. The jurisdiction then may use the surety to finish the remaining work. The surety shall be in the form of cash money, certified check, or cashier's check. Surety shall be returned upon approval of all final inspections and upon written request that has been approved by the building official. This provision is only for the Florida Building Code; all other Agency approvals necessary for construction must be secured prior to this provision being applied.

~~**111.4 Certificate of Completion.** Upon satisfactory completion of a building, structure, electrical, gas, mechanical or plumbing system, a Certificate of Completion may be issued. This certificate 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 or connect a building, such as a shell building, prior to the issuance of a Certificate of Occupancy.~~

**111.45 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 on the basis of 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.** Upon satisfactory completion of a building, structure, electrical, gas, mechanical or plumbing system, a Certificate of Completion may be issued. This certificate 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 or connect 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 open to the general public or be used for the transaction of any commerce. Such approval must be conditioned upon the approval of the Fire Marshal, 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 (CAD) 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 5 acres or 5 lots for the purposes 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 and a Certificate of Occupancy or Completion is issued. The servicing utility company shall not connect the power supply until notified 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 for the purpose of testing building service systems or for use under a temporary Certificate of Occupancy.

**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 unsafe condition, 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 whenever 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 disconnecting, the owner or occupant of the building, structure, or service system shall be notified in writing, as soon as practical thereafter.

**SECTION 113 BUILDING BOARD OF ADJUSTMENT AND APPEALS AND VARIANCES**

~~113.1 Appointment.~~ There is hereby established a board to be called the Building Board of Adjustment and Appeals, which shall consist of seven members and two alternates. The Town Commission shall appoint the Board.

### ~~113.2 Membership and Terms~~

~~113.2.1 Membership.~~ The Building Board of Adjustment and Appeals shall consist of seven members. Such board members shall be composed of individuals with knowledge and experience in the technical codes to include, to the greatest extent possible, an architect, engineer, general contractor, electrical contractor, HVAC contractor, plumbing contractor, and any other contractor-licensed 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 has a personal or financial interest, or otherwise in violation of Florida and Palm Beach County ethics codes.

~~113.2.2 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. Three absences of any member from required meetings of the board shall in a 12-month period, at the discretion of the applicable governing body, render any such member subject to immediate removal from office.

~~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 Town clerk or his/her authorized representative shall act as secretary of the board and shall make a detailed 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 116.4, 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 Adjustment and Appeals Florida Building Commission pursuant to

Florida State Statute 553.775 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 Planning and Zoning Board, as established in the Town Code, Building Board of Adjustments and Appeals, when upon written request by an Applicant, 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. Review and recommendation by the Building Official to the Board is required. , and also Application must also adhere to the Town Code criteria for Variance applications, 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 system.~~
- ~~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 ~~b~~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 ~~b~~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 and the Town attorney.~~

### **113.5 Procedures of the board.**

~~**113.5.1 Rules and regulations.** The board shall establish rules and regulations for its own procedure not inconsistent with the provisions of this code. The board shall meet on call of the chairman. The board shall meet within 30 calendar days after notice of appeal has been received.~~

**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 Chairperson, 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 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 Adjustment and Appeals shall, in every case, reach a decision without unreasonable or unnecessary delay. Each decision of the board 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, F.S.* 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 board 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 board represents. The board 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 local construction board represents. Notification of and information concerning such permit denial shall be submitted to the department within 15 days after the local construction regulation board decides to deny the permit.

## SECTION 114-VIOLATIONS

Any person, firm, corporation or agent who shall fail to comply with a provision of this code, or, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish or move any structure, electrical, gas, mechanical or plumbing system, or has erected, constructed, altered, repaired, moved or demolished a building, structure, electrical, gas, mechanical or plumbing system, without full compliance with applicable codes, laws, ordinances, rules and regulations, shall be guilty of a violation. Each such person shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of applicable codes, laws, ordinances, rules and regulations is committed or continued, and upon conviction of any such violation such person shall be punished within the limits and as provided by state laws. Nothing in this section shall prevent the Town from imposing fines, liens, or seek injunction relief, or exercising other enforcement powers as permitted by law. Code enforcement and penalties of *Chapter 162 F.S. Part I* 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 *Chapter 468, F.S., Part XII* are deemed "Code Inspectors", as defined in *Section 162.04, F.S.*

#### **SECTION 115-STOP WORK ORDER**

**115.1 Stop work orders.** Upon notice from the building official, work on any building, structure, electrical, gas, mechanical or plumbing system that is being done contrary to the provisions of this code or in a dangerous or unsafe manner, shall immediately cease.

**115.2 Issuance.** The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing 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 the this Code. The extent of repairs shall be determined by the building official.

**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 portion thereof. At the option of the Town, the processes and procedures for code enforcement under *Chapter 162* F.S. may be utilized to abate a violation under this section. If this statutory method of enforcement is invoked, the building official shall act in the role of code inspector to initiate enforcement proceedings, and notice shall be in accordance with the provisions of the Statute.

**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, acting as a code inspector, shall notify an enforcement board or special magistrate and request a hearing. In the case of the violation posing a serious threat, and after having ascertained the cost, the building official 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 or the Town 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 Enforcement proceedings; hearings.** Violation proceedings and hearings for unsafe structures and equipment will be conducted before the code enforcement board or special magistrate in accordance with the provisions set forth in *Chapter 162*, F.S.. The owner of property that is subject to an enforcement proceeding before an enforcement board, special magistrate, or court is required to make disclosures as outlined in *Chapter 162*, F.S. before a transfer of property, and failure to make the required disclosures creates a presumption of fraud.

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**116.3 Administrative fines; costs to repair; liens.** All costs associated with taking a case before the enforcement board or special magistrate shall be recovered where the Town prevails. Whenever one of the orders of the enforcement board or the special magistrate has not been complied with by the time set for compliance, for each day thereafter during which each violation continues past the date set for compliance, the enforcement board or the special magistrate may impose a fine. All costs incurred as a result of actions taken per Section 116.1.3 are charged to the violator. A certified copy of an order imposing a fine, or a fine plus repair, and the costs of prosecuting the case, may be recorded in the public records and shall thereafter constitute a lien against the land where the violation exists and upon any other real or personal property owned by the violator.

**116.4 Appeal.** An aggrieved party, including the Town, may appeal a final administrative order of an enforcement board or special magistrate to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board. An appeal shall be filed within 30 days of the execution of the order to be appealed.

**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 R322 of the *Florida Building Code, Residential*. This section shall not apply to Section 3109 of the *Florida Building Code, Building*.

**TESTS**

~~The building official may require tests or test reports as proof of compliance. Required tests are to be made at the expense of the owner, or agent, by an approved testing laboratory or other approved agency.~~

**SECTION 118-RESERVED**

**SECTION 119-SEVERABILITY**

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.

**Sec. 54-8.1 Establishment of wind speed lines**

~~[This section is repealed in its entirety and replaced with the following text]~~

As required by paragraph 1609.3 of the Florida Building Code, wind speed lines in the area of jurisdiction of the Town are hereby established as set forth on the basic wind speed map, which is hereby adopted and incorporated as if fully set forth in this section, of which copies have been and are now filed in the office of the building official of the Town. Pursuant to Figures 1609A, B and C of the Florida Building Code, design wind speeds are as follows:

Category I buildings-	160 mph
Category II buildings-	170 mph
Category III and IV buildings	- 180 mph

**Sec. 54-8.2 National Electrical Code adopted.**

The most current edition of the National Electrical Code, of which copies have been and are now filed in the office of the building official of the Town, is hereby adopted and incorporated as if set forth at length in this section.

Secs. 54-9 – 54-30. Reserved.

**Section 2. Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**Section 3. Repeal of Laws in Conflict.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4. Codification.** The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

**Section 5. Effective Date.** This Ordinance shall take effect immediately upon adoption.



Exhibit "C"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 15, 2015

Agenda Item No. Tab 7

**Agenda Title: Request Commission Approval to Commence Negotiations with Calvin, Giordano & Associates, Inc. for a Continuing Professional Consultant Services Contract in Response to RFQ No.103-2015**

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON \_\_\_\_\_ READING
- NEW BUSINESS**
- OTHER: \_\_\_\_\_
- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *John D'Agostino* Date: 7-1-15  
John D'Agostino / Town Manager  
 Name/Title

<b>Originating Department:</b> <b>Administration</b>	<b>Costs: \$ To be determined</b> Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b> <b>Advertisement</b> <b>RFQ 103-2015</b> <b>Letter requesting presentations by shortlisted firms</b> <b>Response submitted by:</b> Calvin Giordano & Associates Chen-Moore Associates McLeod-McCarthy & Associates <i>Presentation Minutes</i>
<b>Advertised:</b> <b>Date: April 26, 2015</b> <b>Paper: Palm Beach Post</b> <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	<b>Yes I have notified everyone</b> <u><i>ep</i></u> OR Not applicable in this case _____ <b>Please initial one.</b>

**Summary Explanation/Background:**

On February 2, 2011 the Town Commission approved an agreement with Simmons & White for engineering consultant services. The term of the agreement was for three years and included an option for the Town, at its sole discretion, to extend the term of the contract for two additional one year terms.

Prior to the current administration, the Town opted to advertise for Professional Consulting Services this year. RFQ No. 103-2015 listed specific professional services that the Town would require on a continuing basis as well as on an as-needed basis. Pursuant to the Consultants Competitive Negotiation Act (CCNA), professional firms submitted their qualifications to perform specific tasks for Town staff review.

Members of the Town staff consisting of David Hunt, Public Works Director, Nadia DiTommaso, Community Development Director, Scott Schultz, Planner, and Richard Pittman, Project Manager, formed the Short-List Committee in order to prepare a list of the three most qualified firms. Each of these firms then prepared an in-depth presentation highlighting their abilities to perform specific tasks required by the Town. The Short-List committee along with Lourdes Cariseo the Chief Accountant from the Finance Department, formed the Evaluation Committee and performed the final ranking of firms following the three short-listed firms' presentations on Tuesday, June 30, 2015.

The three short-listed firms and their ranking are as follows:

Calvin, Giordano & Associates, Inc. ....	10 points
Chen-Moore & Associates .....	8 points
McLeod-McCarthy & Associates.....	7 points

CCNA requires that professional consulting services selection be based on qualifications. Calvin, Giordano & Associates, Inc. (CGA) is the highest ranked firm and therefore contract negotiations should proceed with CGA. In the event contract negotiations with CGA are not successful, negotiations would proceed with the next highest ranked firm, Chen-Moore & Associates.

Calvin, Giordano & Associates, Inc. has been in business since prior to 1985. CGA performed professional consulting services for the Town of Lake Park on a continuing basis from 2002 thru 2010.

**Recommended Motion:** I move to authorize the Town Manager to commence contract negotiations with Calvin, Giordano & Associates, Inc. for continuing professional consultant services.

**TOWN OF LAKE PARK  
REQUEST FOR QUALIFICATIONS  
PROFESSIONAL CONSULTANT  
SERVICES**

**RFQ No. 103-2015**

NOTICE IS HEREBY GIVEN that pursuant to Section 287.055 Florida Statutes, Consultant Competitive Negotiation Act, the Town of Lake Park, Florida is soliciting applications from qualified consulting firms to perform PROFESSIONAL CONSULTANT SERVICES:

A.) The Town desires to retain a qualified firm under a continuing contract to provide support services in the functions of commercial/industrial site plan review and site inspections which includes drainage, traffic, storm water equivalent residential unit (ERU) calculations/verification, Town/Contractor correspondence, National Pollution Discharge Elimination System (NPDES) and Storm Water Utility support services and miscellaneous engineering related work as identified in the Request for Statement of Qualification (RFQ) package.

B.) The Town also desires to pre-qualify a pool of professional consultant firms for services on an "as-needed basis" as generally identified in the RFQ package.

**RESPONSE PROCEDURE:** In order to be considered, qualified firms must submit a statement of qualifications in hard copy and on compact disk to the Town Clerk by 11:00 A.M. local time, May 27, 2015. The Town Clerk's Office is located on the second floor of Town Hall at 535 Park Avenue, Lake Park, Florida 33403. Responses received after that time will be returned unopened.

Statement of qualifications must be submitted to the Town Clerk pursuant to the above directions and shall not exceed six pages in length and must, at a minimum, include the following information:

- a. Response to RFQ Number 103-2015 (A: Continuing Services) (B: "As-Needed Basis")
- b. Firms name and address of the responsible office.
- c. Contact person, phone number and Internet Email Address.
- d. A statement setting forth the qualifications of the firm.
- e. Identification of any sub-consultant relationships that may be considered to fulfill the disciplines identified in the RFQ package.
- f. Identification of the firm's key personnel and their proposed roles and expertise (do not include resumes).

For continuing services, the Town intends to develop a shortlist of three (or more) qualified consulting firms who then will be invited to submit a detailed presentation of qualifications. The detailed presentation of qualifications shall include but not be limited to the specific requirements as outlined in this RFQ.

Firms responding to "as-needed" professional consulting services will be asked to complete an application for pre-qualification as a professional consultant.

The RFQ document may be obtained by visiting or calling the Office of the Town Clerk at (561) 881-3311, 8:30 a.m.-5:00 p.m. Eastern Time, Monday-Friday.

The selection and contract negotiations will be in accordance with the State of Florida Consultants Competitive Negotiations Act (CCNA), F.S. 287.055.

Respond To:  
Vivian Mendez, GMC, Town Clerk,  
Town of Lake Park, 535 Park Avenue,  
Lake Park, FL 33409, tel: (561) 881-3311.

The Town of Lake Park reserves the right to accept or reject any or all statements of qualification (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the statements of qualification which, in its judgement best serve the Town.

Bambi McKibbin-Turner  
Interim Town Manager  
Town of Lake Park, Florida  
PUB: The Palm Beach Post  
4-26-2015 #411517

**FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

CALVIN, GIORDANO &amp; ASSOCIATES, INC.

**Filing Information**

<b>Document Number</b>	M17373
<b>FEI/EIN Number</b>	650013869
<b>Date Filed</b>	06/27/1985
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	03/21/2001
<b>Event Effective Date</b>	NONE

**Principal Address**1800 ELLER DR  
STE 600  
FORT LAUDERDALE, FL 33316

Changed: 04/02/2001

**Mailing Address**1800 ELLER DR  
STE 600  
FORT LAUDERDALE, FL 33316

Changed: 03/02/2000

**Registered Agent Name & Address**GIORDANO, DENNIS J  
1800 ELLER DR  
STE 600  
FORT LAUDERDALE, FL 33316

Name Changed: 04/02/2001

Address Changed: 03/02/2000

**Officer/Director Detail****Name & Address**

Title PCEOD

**TOWN OF LAKE PARK**

**535 Park Ave.  
Lake Park, FL. 33403**

**REQUEST FOR QUALIFICATIONS  
RFQ No. 103-2015**

**PROFESSIONAL CONSULTANT SERVICES**

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**Prepared by:**

**TOWN OF LAKE PARK  
Richard Pittman, Project Manager  
650 Old Dixie Highway  
Lake Park, Fl. 33403  
Tel. 561-881-3347  
Fax 561-881-3349  
Email: [rpittman@lakeparkflorida.gov](mailto:rpittman@lakeparkflorida.gov)**

**Town of Lake Park RFQ No. 103-2015**

**Date of Advertisement: April 26, 2015**

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**TOWN OF LAKE PARK  
REQUEST FOR QUALIFICATIONS  
PROFESSIONAL CONSULTANT SERVICES  
RFQ No. 103-2015**

NOTICE IS HEREBY GIVEN that pursuant to Section 287.055 Florida Statutes, Consultant Competitive Negotiation Act, the Town of Lake Park, Florida is soliciting applications from qualified consulting firms to perform PROFESSIONAL CONSULTANT SERVICES:

- A.) The Town desires to retain a qualified firm under a continuing contract to provide support services in the functions of commercial/industrial site plan review and site inspections which includes drainage, traffic, storm water equivalent residential unit (ERU) calculations/verification, Town/Contractor correspondence, National Pollution Discharge Elimination System (NPDES) and Storm Water Utility support services and miscellaneous engineering related work as identified in the Request for Statement of Qualification (RFQ) package.
  
- B.) The Town also desires to pre-qualify a pool of professional consultant firms for services on an “as-needed basis” as generally identified in the RFQ package.

RESPONSE PROCEDURE: In order to be considered, qualified firms must submit a statement of qualifications in hard copy and on compact disk to the Town Clerk by 11:00 A.M. local time, May 27, 2015. The Town Clerk’s Office is located on the second floor of Town Hall at 535 Park Avenue, Lake Park, Florida 33403. Responses received after that time will be returned unopened.

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- d. A statement setting forth the qualifications of the firm.
- e. Identification of any sub-consultant relationships that may be considered to fulfill the disciplines identified in the RFQ package.
- f. Identification of the firm’s key personnel and their proposed roles and expertise (do not include resumes).

For continuing services the Town intends to develop a shortlist of three (or more) qualified consulting firms who then will be invited to submit a detailed presentation of qualifications. The detailed presentation of qualifications shall include but not be limited to the specific requirements as outlined in this RFQ.

Firms responding to “as-needed” professional consulting services will be asked to complete an application for pre-qualification as a professional consultant.

The selection and contract negotiations will be in accordance with the State of Florida Consultants Competitive Negotiations Act (CCNA), F.S. 287.055.

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Vivian Mendez, CMC, Town Clerk, Town of Lake Park, 535 Park Avenue, Lake Park, Fl. 33403, tel. (561) 881-3311.

The Town of Lake Park reserves the right to accept or reject any or all statements of qualification (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the statements of qualification which in its judgement best serve the Town.

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Vivian Mendez, CMC  
Town Clerk  
Town of Lake Park, FLORIDA  
Published on: April 26, 2015, Palm Beach Post

**TOWN OF LAKE PARK  
REQUEST FOR QUALIFICATIONS  
RFQ No. 103-2015**

**ARTICLE I. INTRODUCTION AND GENERAL DESCRIPTION OF REQUIRED SERVICES**

Pursuant to Section 287.055 Florida Statutes, known as the “Consultants’ Competitive Negotiation Act” the Town of Lake Park is soliciting statements of qualifications from PROFESSIONAL CONSULTANT FIRMS for continuing and “as-needed” professional services. The selected firm (or firms) will provide support services to various Town departments including but not limited to the following: Community Development/Code Enforcement/Building Permits, Public Works, Finance and Town Manager.

**A.) CONTINUING SERVICES:**

**Various Town Departments**

- Review commercial/industrial site plan applications for civil/traffic engineering, landscaping, parking, dumpster access, drainage & NPDES requirements for consistency with Town and applicable local and State codes
- Review construction plans submitted for permit in coordination with the Building Official’s duties on an as-needed basis
- Review landscaping plans for code compliance incl. landscape site plan review of development plans submitted for building permit
- Provide services related to FEMA flood requirements as needed
- Availability during daytime business hours to meet with Town and project applicants, and coordinate correspondence between parties
- Attend project pre-construction meetings as needed
- Support services associated with the Planning and Zoning Board
- Provide site visits/inspections for projects to monitor compliance with permit requirements, NPDES compliance and coordination with the Town, possible threshold inspection
- Review Plats or re-Plats submitted
- Attend County and State agency meetings and forums as required by the Town Manager or Town Commission.

**Public Works**

- Review Town storm water drainage and compliance activities as they pertain to NPDES permit
- Site plan review for commercial sanitation site access
- Prepare annual NPDES report submittal
- Assist with NPDES audit as needed
- Review and maintenance of Storm Water Utility ERU’s
- Review Storm Water Master Plan, prepare storm water project cost estimates for consideration of rate increases to upgrade infrastructure and NPDES requirements
- Assist with Storm Water Utility related procedures and rate evaluation
- Attend County and State agency meetings and forums as required by the Town Manager or Town Commission.

**B.) "AS-NEEDED" PROFESSIONAL SERVICES**

**ENGINEERS:**

- Civil Engineer
- Mechanical Engineer
- Marine Engineer
- Electrical Engineer
- Structural Engineer
- Environmental Engineer
- Geotechnical Engineer

To provide the following capital project services; design, permits, bid documents and construction cost estimates

**ARCHITECT:**

To provide capital project design, permits, construction cost estimates, and bid and construction phase services

**LANDSCAPE ARCHITECT:**

Capital project design, permits, cost estimates, and bid and construction phase services

**SURVEY:**

Property/topographic surveys

**MAPPING:**

Provide GIS Services as needed

Provide maintenance and updating of the land use and zoning maps as required by local and state agencies

**ARTICLE II. REQUIRED PROFESSIONAL DISCIPLINES**

Consultants submitting qualifications shall include in their Statement of Qualifications sufficient information to clearly describe their ability to provide the services required in Article I. The respondent shall include in the Statement of Qualifications the disciplines and capabilities available from the respondent's "in-house" staff and the disciplines and capabilities available from sub-consultants.

The respondent shall clearly identify the names and qualifications of the "core" team fulfilling the requirements of the proposed services. The "core" team shall include a team leader who will also serve as the primary contact for the services as requested by the user department.

The Town's selection of the successful respondent will be based, in part, on the qualifications and capabilities of their defined sub-consultants, which act as a substantial inducement and material consideration in the selection. The local presence of the consultant and sub-consultants is a major consideration. Unilateral changes of sub-consultants anytime during the process, and after the award, will not be authorized unless specifically approved in writing by the Town.

### **ARTICLE III. EVALUATION CRITERIA FOR SHORT LISTING**

The evaluation criteria are as follows: (Any Statement of Qualifications submitted shall follow the following outline in the order shown and shall be tabbed to delineate the categories and the components of the categories.)

<b>Max. Points</b>	<b>Category</b>
30	<b><i>Qualification and Experience of Proposer's Firm and Sub-Consultants.</i></b> <ul style="list-style-type: none"><li>• Qualifications and experience of firm, including sub-consultants, with the types of services described in Article I.</li><li>• Availability of qualified personnel.</li><li>• Past performance records in support of local governments or other government agencies.</li></ul>
30	<b><i>Qualifications and Experience of Consultant's "Core Team"</i></b> <ul style="list-style-type: none"><li>• Qualification and experience of the firm's "core team" staff and team leader.</li><li>• Demonstrated environment for good "core team" communication.</li><li>• Quality control procedures.</li></ul>
30	<b><i>Location considerations of the firm's core team and sub-consultants and plans for maintaining effective communication between the Town and Consultant and Sub-consultants:</i></b> <ul style="list-style-type: none"><li>• Physical location of the consultant firm and sub-consultants, i.e. office in Palm Beach County and having employees who are involved in the administration of the contract who reside in northern Palm Beach County</li><li>• Proximity of key personnel</li><li>• Availability of key personnel</li><li>• Approach to maintaining good communication.</li></ul>
10	<b><i>Knowledge/understanding of the Town</i></b> <ul style="list-style-type: none"><li>• Understanding of the Town's governmental process.</li><li>• Understanding of Town's engineering/technical capability.</li></ul>

### **ARTICLE IV. CONTRACT FORM**

Attached is a "sample" contract between the Firm and the Town. The selected Firm will be expected to execute a contract which is substantially the same as the attached sample.

### **ARTICLE V. SUBMISSION OF STATEMENT OF QUALIFICATIONS**

**STATEMENTS OF QUALIFICATIONS SHALL BE FORMATTED IN THE CATEGORY ORDER OF ARTICLE III, EVALUATION CRITERIA, AND SPECIFICALLY ADDRESSING ALL ELEMENTS OF EACH SECTION. PROPOSALS SHALL BE TABBED AT EACH OF THE FOUR (4) EVALUATION CATEGORIES.**

## **ARTICLE VI. QUALIFICATIONS EVALUATION METHOD**

The Town Manager will appoint a committee comprised of Town of Lake Park staff for the purpose of evaluating all statements of qualifications submitted in response to the RFQ. The evaluation committee shall have no less than three voting members and shall consist of the following:

- 1) The originating department director who may appoint up to four other members of the same and/or different departments, and
- 2) The finance director who shall chair the evaluation committee as a non-voting member.

The evaluation committee will present at least three short listed firms to the Town Manager. The firms short-listed will be notified by the Town Clerk. The short-listed firms will be allowed approximately one week from the date of notification to prepare and submit a comprehensive presentation of qualifications and to provide seven (7) hard copies (and one CD) elaborating on the firm's qualifications to provide services as described in Article I-A and criteria as described in Article III. Each short-listed firm shall then be required to make a presentation at a public meeting to the selection committee comprised of the evaluation committee, the Finance Director and the Town Manager.

## **ARTICLE VII. FINAL SELECTION METHOD**

The selection committee will rank in order of preference the short-listed firms and submit the ranking to the Town Manager. The Town Manager will include on a regularly scheduled Town Commission meeting agenda, the submittals of each short listed firm. In accordance with Section 287.055 (5), Florida Statutes, the Town Commission will direct the Town Manager to commence contract negotiations with the highest ranking respondent. The contract negotiations will consider compensation rates which the Town Manager and the selection committee determine to be fair, competitive, and reasonable. In making such determination, the Town Manager and selection committee shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. Should the Town Manager be unable to negotiate a satisfactory contract with the highest ranking respondent, then the negotiation will be terminated and negotiations with the next most qualified respondent may commence. Should the Town Manager be unable to negotiate a satisfactory contract with any of the short listed firms, then pursuant to Section 287.055 (5) (c), Florida Statutes, the Town Commission may direct the Town Manager to select additional firms from the original pool of responding firms and rank them in order of their competence and qualifications and direct the Town Manager to continue negotiations until an agreement is reached.

## **ARTICLE VIII. CONE OF SILENCE**

The Town complies with the Palm Beach County Lobbyist Registration Ordinance. Section 2-355, **Cone of Silence**, prohibits oral communication between: 1) any person or their representative seeking an award from a competitive solicitation; and 2) any member of the governing body or any government employee authorized to act on behalf of the governing body, regarding a particular Request for Proposal, Request for Qualification, bid or any other competitive solicitation. The "Cone of Silence" is in effect from the time/date of the deadline for submission of the proposal, until the time the selection process ends through award, rejection of

all proposals, or other action that ends the solicitation process. All communications regarding this competitive solicitation shall be addressed in written form to the Town Clerk. These provisions do not apply to oral communications at any public proceeding, selection committee presentation, or negotiation meeting.

**ARTICLE IX. TERM OF CONTRACT**

The term of the continuing services contract is proposed for three (3) years from the effective date. The Town may, at its sole discretion, extend the term of the contract for two additional one (1) year terms.

Simmons & White Consulting Engineers is currently providing continuing services for specified projects. Their services will be retained until the completion of the specified projects currently under construction, not to extend beyond March 31, 2016 and NPDES related work, not to extend beyond September 1, 2015.

***SAMPLE***

**CONTRACT BETWEEN THE TOWN OF LAKE PARK  
AND**

.....

THIS CONTRACT, made this \_\_\_ day of \_\_\_\_\_, 2015, by and between the Town of Lake Park, a public corporation of the State of Florida, hereinafter designated as the “the Town” and ....., a State of Florida Corporation, FEID Number....., hereinafter designated as “the CONSULTANT”.

**WITNESSETH THAT:**

WHEREAS, the TOWN is a municipality with those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other person, pursuant to Florida Statutes; and

WHEREAS, the TOWN has publicly announced its desire to procure professional services and has solicited proposals from qualified firms pursuant to Section 287.055, F.S., the Consultants Competitive Negotiation Act; and;

WHEREAS, the CONSULTANT has responded to the TOWN’S solicitation of proposals and the CONSULTANT is qualified and willing to provide said services; and

WHEREAS, the Town Commission has determined that the CONSULTANT can provide professional services to the TOWN in the most cost effective and efficient manner; and

WHEREAS, the TOWN and the CONSULTANT hereby enter into this CONTRACT to establish the legal obligations of the parties; and

WHEREAS, the TOWN has budgeted funds in the current fiscal year budget which are available for the funding of GENERAL ENGINEERING CONSULTANT SERVICES under this CONTRACT; and

WHEREAS, on \_\_\_\_\_, 2015, the Town enacted Resolution No. \_\_\_\_\_, approving an Agreement with the CONSULTANT for General Engineering Consulting Services.

NOW THEREFORE, the TOWN and the CONSULTANT in consideration of the flowing from each to the other do hereby agree as follows:

**SECTION 1. STATEMENT OF WORK, SERVICES AND PERFORMANCE:**

**1.1** The CONSULTANT shall, to the satisfaction of the TOWN, fully and timely provide services outlined in RFQ No. 103-2015. The TOWN reserves the right to seek the services of other consultants in work associated with RFQ No. 103-2015 or the recommendations

resulting from work performed under RFQ No. 103-2015. This CONTRACT does not in any way whatsoever obligate the TOWN to provide CONSULTANT with any minimum or guaranteed amount of work.

1.2 In the performance of professional services, the CONSULTANT will use that degree of care and skill ordinarily exercised by other similar professional in the field under similar conditions in similar localities. The CONSULTANT will use due care in performing its services and will have due regard for acceptable planning and engineering standards and principles. CONSULTANT'S standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

1.3 Where on-going projects are contemplated, before performing any services, the TOWN and CONSULTANT will negotiate necessary scope of work and consultant fees and enter into a Supplemental Agreement covering such work and compensation. Reference herein to the Agreement will be considered to include any Supplement Agreement.

1.4 Where on-going projects are assigned, the CONSULTANT agrees to provide project schedule progress reports in a format acceptable to the Town and at intervals established by the Town. The Town will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination will be maintained by the CONSULTANT with representatives of the Town, or of other agencies interested in the project on behalf of the Town. Either party to the Agreement may request and be granted a conference.

1.5 All services will be performed by the CONSULTANT to the satisfaction of the Town Manager who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions and disputes will be final and binding upon the parties hereto. Adjustments of compensation and/or contract time because of any on-going or supplemental work that may become necessary or desirable as the work progresses will be subject to mutual agreement of the parties, and Supplemental Agreement(s) of such a nature as required will be entered in the parties in accordance herewith.

1.6 In the event that the CONSULTANT and the Town are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by the Town, the CONSULTANT will have the right to file a claim with the Town for such additional amounts as the CONSULTANT deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve the CONSULTANT from the obligation to timely perform the supplemental work.

1.7 All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under the Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of the Town upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Town at any time during the performance of such services

and/or upon completion or termination if the Agreement. Upon delivery to the Town of said document(s), the Town will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The CONSULTANT will not copyright any material and products or patent any invention developed under this agreement. The Town will have the right to visit the site for inspection of the work and the products of the CONSULTANT at any time.

**1.8** The CONSULTANT agrees that the sub-consultants identified in the "Project Organization Chart," attached hereto as **Exhibit "A,"** and made part of this CONTRACT, shall provide services under this CONTRACT.

The services of each sub-consultant are a substantial inducement and material consideration for the CONTRACT. In the event any such sub-consultant can no longer provide the services required by the CONTRACT, the CONSULTANT shall immediately notify the TOWN in writing and the TOWN may elect to terminate this CONTRACT without any liability to the CONSULTANT for unfinished work product. The CONSULTANT may propose a replacement for the sub-consultant, subject to the approval of the TOWN. The TOWN, in its judgment, may elect to compensate the CONSULTANT for any unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

## **SECTION 2. FEES FOR SERVICES**

**2.1** CONSULTANT shall submit monthly invoices for compensation, but only after the services for which the invoices are submitted have been completed and shall submit with such invoice a detailed breakdown, indicating each task performed, person performing the work and time allocated to each task. This breakdown shall be supplied for all work performed by CONSULTANT.

**2.2** CONSULTANT shall assign all work for which there is a cost recovery account that account, at the hourly rates set forth in **Exhibit "B."** Any amounts assigned to cost recovery accounts will be credited against the recovery fee amounts.

**2.3** TOWN shall pay CONSULTANT within thirty (30) calendar days of receipt of CONSULTANT's proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement.

**2.4** Notwithstanding any provisions of this Agreement to the contrary, TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud of reasonable evidence indicating fraud by CONSULTANT. When the above reasons for withholding payment are removed or resolved in a manner satisfactory to TOWN, payment may be made. The amount withheld shall not be subject to payment of interest by the Town.

**2.5** All hourly fees will be negotiated on each anniversary date of this Agreement but will not exceed an increase of three percent (3%).

2.6 CONSULTANT shall be entitled to reimbursement for actual out-of-pocket expenses for copying, telephone, faxes, courier services and other approved reimbursables, with no multiplier.

### SECTION 3. TERM/TERMINATION

3.1 The TERM OF AGREEMENT shall commence on the date that is fully executed by all parties and shall continue in full force and effect unless and until it terminated as provided below.

3.2 TERMINATION-Without Cause- This Agreement may be terminated by TOWN for any reason or no reason upon Sixty (60) calendar days written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of TOWN up through the date of termination. Under no circumstances shall TOWN make payment for services that have not been performed.

3.3 TERMINATION-With Cause- This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONSULTANT abandons this Agreement or causes it to be terminate by TOWN, CONSULTANT shall indemnify TOWN against loss pertaining to the termination, including, but not limited to, reasonable costs incurred in transition to a replacement consultant. In the event that CONSULTANT is terminated by the TOWN for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 3.2 and the provision of Section 3.2 shall apply.

3.4 TERMINATION-Transfer of Ownership- This Agreement may be terminated by the TOWN upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the Consultant. CONSULTANT shall notify Town Manager at least ten (10) business days before any such change in ownership of CONSULTANT.

3.5 Upon termination, CONSULTANT shall turn over to TOWN all finished or unfinished work product, documents, data, studies, surveys sketches, plans and reports in its possession. It shall also reasonably assist the TOWN and any replacement consultant in the transition, including taking any acts necessary to allow the transfer of the GIS system.

### SECTION 4. DEFAULT

4.1 An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- a. CONSULTANT has not performed services on a timely basis;
- b. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff

personnel;

- c. CONSULTANT has failed to obtain the approval of the TOWN where required by this Agreement;
- d. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

**4.2** In the event CONSULTANT fails to comply with the provision of this Agreement, the TOWN may declare the CONSULTANT in default, notify the CONSULTANT in writing, and give the CONSULTANT fifteen (15) calendar days to cure the default. If the CONSULTANT fails to cure the default, compensation will only be for any completed professional services minus any damages pursuant to Section 4.3. In the event payment has been made for such professional services not completed, the CONSULTANT shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the TOWN's right to terminate, at any time pursuant to Section 3 above, and its right for damages under Section 4.3.

**4.3** In the Event of Default by the CONSULTANT, it shall be liable for all damages resulting from the default.

**4.4** The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The TOWN's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other right and remedies available to the TOWN in law or in equity.

## **SECTION 5. STATUS REPORTS AND UPDATES**

**5.1** On or before the first day of every month, CONSULTANT shall prepare and deliver to the TOWN MANAGER status reports showing the status of all pending work authorizations and projects.

## **SECTION 6. HOURS OF OPERATION**

**6.1** CONSULTANT shall maintain fully staffed business hours equal to, but not less than the Town's business hours of 8:30 AM to 5:00 PM, Monday through Friday, with the exception of official holidays as designated in the Code of the Town of Lake Park.

## **SECTION 7. POLICY OF NON-DISCRIMINATION**

**7.1** CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage

in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as basis for service delivery.

## **SECTION 8 DRUG FREE WORKPLACE**

**8.1** CONSULTANT shall maintain a Drug Free Workplace.

## **SECTION 9. INDEPENDENT CONTRACTOR**

**9.1** CONSULTANT is an independent contractor under this Agreement. Personal services provided by CONSULTANT shall be by employees of CONSULTANT and subject to supervision by CONSULTANT, and not as officers or employees of TOWN. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT.

## **SECTION 10. ASSIGNMENT**

**10.1** Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the Town Manager.

## **SECTION 11. CONFLICTS OF INTEREST**

**11.1** CONSULTANT shall not perform any services for any private sector clients (including but not limited to, developers, corporations, real estate investor, etc.) on projects within the jurisdictional boundaries of the TOWN.

**11.2** CONSULTANT shall not perform any services for any municipality that is contiguous to the TOWN, unless approved by the Town Manager.

**11.3** CONSULTANT shall not review or perform any services regarding any application made by any client of CONSULTANT, even if the services CONSULTANT performs for such client are unrelated to the TOWN. In such instance, CONSULTANT shall disclose the relationship immediately to the Town Manager, who may retain an alternate consultant for those services.

**11.4** Neither CONSULTANT nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

## **SECTION 12. INDEMNIFICATION**

**12.1** CONSULTANT shall indemnify, defend and hold harmless TOWN, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages,

costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts, errors or omission of CONSULTANT, its officials, agents, employees or subcontractors in the performance of the services of CONSULTANT under this Agreement.

**12.2** CONSULTANT acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provision of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 13, Insurance.

**12.3** CONSULTANT shall indemnify TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONSULTANT of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Contract. CONSULTANT will defend and/or settle at its own expense any action brought against the TOWN to the extent that is based on a claim that products or services furnished to TOWN by CONSULTANT pursuant to this Contract, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

## **SECTION 13. INSURANCE**

**13.1** The CONSULTANT shall maintain, or cause to be maintained, the following specified insurance coverage in the amounts set forth hereafter during the full period of the Contract and any extensions thereof, which must include the following coverage and minimum limits of liability:

- a. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE** for all employees of the CONSULTANT for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONSULTANT and all subcontractors. **EMPLOYERS LIABILITY LIMITS** shall not be less than One Million (\$1,000,000.00) Dollars each accident; One Million (\$1,000,000.00) Dollars disease-policy limit; and, One Million (\$1,000,000.00) Dollars disease-each employee.
- b. **COMPREHENSIVE GENERAL LIABILITY** with the minimum limits of One Million (\$1,000,000.00) Dollars, per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement of Two Million (\$2,000,000.00) Dollars aggregate.
- c. **PROFESSIONAL LIABILITY INSURANCE** in the minimum amount of \$1,000,000 per occurrence
- d. **BUSINESS AUTO LIABILITY** with minimum limits of one million (\$1,000,000.00) Dollars or combined Single Limit for Bodily Injury and Property

Damage Liability. This insurance must be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.

The TOWN shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies and a waiver of subrogation against the TOWN shall be included in all Workers' Compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of this Contract and any extensions thereof. There shall be a thirty (30) day notification to the TOWN, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONSULTANT to ensure that all subcontractors are adequately insured or covered under their policies.

All Certificates of Insurance shall be kept on file with the TOWN, and approved by the TOWN prior to the commencement of any work activities. The TOWN may at its discretion, require the CONSULTANT to provide a complete certified copy of the insurance policy(s). If this Contract includes the installation of machinery and/or equipment into an existing structure, the Comprehensive General Liability policy must include an endorsement covering same, including installation and transit.

**13.2** The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: A+ to B+.

**13.3** All required insurance shall preclude any underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

**13.4** The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as they appear in any policy of insurance in which the TOWN is named as an additional named insured shall not apply to TOWN.

**13.5** Violation of the terms of this Section 13 and its sub-parts shall constitute a material breach of the Contract by the CONSULTANT and the TOWN, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONSULTANT shall thereupon cease and terminate.

## **SECTION 14. REPRESENTATIVE OF TOWN AND CONSULTANT**

**14.1** It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager or his designee as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. CONSULTANT designates \_\_\_\_\_ as the representative of CONSULTANT to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

14.2 The Town Manager shall have the right to require CONSULTANT to change any personnel working on TOWN projects upon providing CONSULTANT with a ten (10) day written notice. Such requests from Town Manager shall not be made unreasonably or arbitrarily.

**SECTION 15. COSTS AND ATTORNEY'S FEES**

15.1 If either TOWN or CONSULTANT is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including by not limited to, costs and reasonable attorney's fees.

**SECTION 16. NOTICES**

16.1 Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice.

**FOR CONSULTANT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR TOWN:**

John O. D'Agostino, Town Manager  
Town of Lake Park  
535 Park Avenue, Lake Park, Fl. 33403  
Tel. (561) 881-3304 Fax. (561) 881-3314

**With Copy to:**

Thomas J. Baird, Esquire  
Town Attorney  
4741 Military Trail, Suite 200  
Jupiter, Fl. 33458  
Tel. (561) 650-8233

**SECTION 17. RIGHTS IN DATA; COPYRIGHT; DISCLOSURE**

17.1 Definition. The term "Data" as used in this Agreement includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.

17.2 Rights in Data. Drawings, specification, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of TOWN and TOWN shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by

CONSULTANT. TOWN shall have unrestricted authority to publish, disclose distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

**17.3** Copyrights. No data developed and or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such copyright protection is available for the Town. Consultant shall not include in the data any copyrighted matter unless CONSULTANT obtains the written approval of the Town Manager and provides said Town Manager with written permission of the copyright owner for CONSULTANT to use such copyrighted matter in the manner provided herein.

**17.4** If this Agreement is terminated for any reason prior to completion of the work, the TOWN may, in its discretion, use any design and documents prepared hereunder.

## **SECTION 18. SUBCONSULTANTS**

**18.1** Subconsultants, if needed, will be subject to the prior written approval of the Town Manager.

## **SECTION 19. COMPLIANCE WITH LAWS**

**19.1** CONSULTANT shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

## **SECTION 20. TRUTH-IN NEGOTIATIONS CERTIFICATE**

**20.1** Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

## **SECTION 21. OWNERSHIP OF DOCUMENTS**

**21.1** CONSULTANT understands and agrees that any information, document, report or any other material whatsoever which is given by the TOWN to CONSULTANT or which is otherwise obtained or prepared by CONSULTANT under the terms of this Agreement is and shall at all times remain the property of the TOWN. CONSULTANT agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the Town Manager, which may be withheld or conditioned by the Town Manager in his/her sole discretion.

## **SECTION 22. AUDIT AND INSPECTION RIGHTS**

**22.1** The TOWN may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONSULTANT under this Agreement, audit, or cause to be audited, those books and records of CONSULTANT that are related to CONSULTANT's performance under this Agreement. CONSULTANT agrees to maintain all

such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

**22.2** The TOWN may, at reasonable times during the term hereof, inspect CONSULTANT's facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by CONSULTANT under this Agreement conform to the terms of this Agreement. CONSULTANT shall make available to the TOWN all reasonable facilities and assistance to facilitate the performance of inspections by the TOWN's representatives.

## **SECTION 23. WARRANTIES OF CONSULTANT**

**23.1** The CONSULTANT hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

## **SECTION 24. PUBLIC RECORDS**

**24.1** CONSULTANT understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosure under applicable law. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the TOWN. Should the Town be subject to litigation as a result of the CONSULTANT's refusal to timely provide public records or to provide them at all, the CONSULTANT agrees to hold harmless and indemnify the Town from any damages, including attorney fees and costs associated with the litigation.

## **SECTION 25. NO CONTINGENT FEES**

**25.1** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

## **SECTION 26. GOVERNING LAW; CONSENT TO JURISDICTION**

**26.1** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Palm Beach County, Florida.

## **SECTION 27. HEADINGS**

**27.1** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

## **SECTION 28. SEVERABILITY**

**28.1** If any provision of this Agreement or the 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.

## **SECTION 29. CONFLICT**

**29.1** In the event of a conflict between the terms of this Agreement and any terms or conditions in any attached documents, the terms in this Agreement shall prevail.

## **SECTION 30. BINDING AUTHORITY**

**30.1** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

## **SECTION 31. SURVIVAL OF PROVISIONS**

**31.1** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforced by either party.

## **SECTION 32. ENTIRE AGREEMENT**

**32.1** This Agreement and its attachments constitute the entire agreement between CONSULTANT and TOWN, and all negotiations and oral understandings between the parties are merged herein.

**32.2** No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

## **SECTION 33. WAIVER**

**33.1** The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.





Public Works  
Department

650 Old Dixie Highway  
Lake Park, FL 33403  
Phone: (561) 881-3345  
Fax: (561) 881-3349

[www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)

June 10, 2015

Shortlist Engineering Firms:

Calvin, Giordano & Associates  
560 Village Boulevard, Suite 340  
West Palm Beach, Florida 33409

Chen-Moore & Associates  
500 Australian Avenue South, Suite 530  
West Palm Beach, Florida 33401

McLeod-McCarthy & Associates, P.A.  
1655 Palm Beach Lakes Boulevard, Suite 712  
West Palm Beach, Florida 33401

Dear Applicants,

**Subject: Town of Lake Park Professional Consulting Services; RFQ No. 103-2015  
Packet Submittal Deadline for Public Presentation**

On behalf of the Town I want to thank you for your interest in the continuing Professional Consulting Services RFQ process. Your firm has been shortlisted for further evaluation during a public meeting to be held June 30, 2015 at 1:30 p.m. in the Town Hall Commission Chambers, 535 Park Avenue.

With reference to the RFQ 103-2015, ARTICLE VI. QUALIFICATIONS EVALUATION METHOD, the short-listed firms will be allowed approximately one week from the date of notification to prepare and submit a comprehensive presentation of qualifications and to provide seven (7) hard copies (and one CD) elaborating on the firm's qualifications to provide services as described in Article I-A and criteria as described in Article III.

**The Presentation of Qualifications packet must be submitted to the Town Clerk's office by June 19, 2015, no later than 3:00 p.m.**

Your presentations should not exceed 20 minutes and be prepared to answer questions from the six members of the Evaluation Committee at the public meeting to be held on June 30<sup>th</sup>. The presenters will proceed in alphabetical order and we request that the last two firms remain outside the Commission Chambers until after they have made their presentations. The following is the presentation schedule:

Calvin-Giordano & Assoc.	1:30 pm	Chen-Moore & Assoc.	2:15 pm
McCleod-McCarthy & Assoc.	3:00 pm		

The final rankings will be submitted by the Evaluation Committee and read into the record immediately after the three presentations.

The Evaluation Committee has requested that your submittals expand upon the evaluation criteria and your firm's experience specific to the needs of the Town's Community

Development and Public Works Departments. We are interested in hearing about your abilities to handle some of the following issues that the Town must address on a regular basis:

- Provide your firm's understanding of the site plan review process as it specifically relates to the fields of civil engineering, traffic engineering, National Pollution Discharge Elimination System (NPDES) site plan requirements, surveying, and landscape architecture (substantial review) and electrical engineering (for secondary review purposes).
- Availability/Workload: Does your firm currently have long term projects that could take precedence over Town projects? Would your current staffing levels allow your firm to provide a rapid turnaround time for site plan reviews, including all trade reviews not done in-house?
- Describe the delivery methods your firm uses or could use for pick-up/drop-off of packets and comments to Town staff when time is of the essence.
- Describe your firm's approach in maintaining effective communication both internally and with municipal staff members; what are your expectations of the Town in order to maintain quality, two-way communications?
- Describe your firm's knowledge of FEMA flood maps and your Geographic Information Systems (GIS) capabilities.
- Provide details of GIS programs you have created for clients for cataloging underground utilities, street sign, street light, and tree inventories, and NPDES maintenance records.
- Describe your Quality Assurance / Quality Control protocols including oversight of sub-consultants' work.
- Describe how your firm would study, report, and provide engineering estimates for stormwater line remediation, right-of-way repairs (i.e., pavement, curb, gutter, and sidewalk elements), and landscaping renovations.
- Detail your experience preparing Master Plans for roadway and stormwater improvements?
- What is your experience providing services related to NPDES annual report preparation and auditing?
- Does your firm have experience supporting a Stormwater Utility such as establishing and confirming ERU assessments, providing assistance with certification of the Non-Ad Valorem Tax Roll, and performing rate studies in support of system improvements?
- What is your experience with the Seacoast Utility Authority?

We look forward to hearing about your firm's capabilities in the above areas of interest as well as any other services you may be able to provide the Town staff in its delivery of quality services to its residents and businesses.

Respectfully yours,



David Hunt  
Public Works Director

#### Attachment

cc: John D'Agostino, Town Manager  
Nadia DiTommaso, Community Development Director  
Blake Rane, Finance Director  
Richard Pittman, Project Manager  
Vivian Mendez, Town Clerk  
Scott Schultz, Planner  
Lourdes Cariseo, Chief Accountant



## **Minutes**

Town of Lake Park, Florida

Request for Qualifications

103-2015 Professional Consultant Services

Short-Listed Presentations

Tuesday, June 30, 2015, 1:30 p.m.

Commission Chamber, Town Hall, 535 Park Avenue

The presentations of the short-listed Professional Consultant Services firms was conducted on Tuesday, June 30, 2015 at 1:30 p.m. The Town Staff Selection Committee members included Community Development Director Nadia DiTommaso, Town Planner Scott Shultz, Public Works Director Dave Hunt, Chief Accountant Lourdes Cariseo, and Project Manager Richard Pittman. Town Manager John D'Agostino and Town Clerk Vivian Mendez attended.

Public Works Director Hunt introduced himself and explained the process. He stated that each firm (Calvin Giordano & Associates, Chen Moore & Associates, and McLeod-McCarthy & Associates) would have 20 minutes to present and an additional 20 minutes would be allocated for questions and answers. He welcomed Calvin Giordano & Associates. Members of the Town Staff Selection Committee introduced themselves.

### **Calvin Giordano & Associates.**

Representing Calvin Giordano & Associates (CGA) were Mr. Patrick Figurella, Mr. David Frodsham, and Mr. Antwan Jackson. Civil Engineer Mr. Figurella gave a presentation (see Exhibit "A"). He stated that he would be the Town's primary contact with CGA. Mr. Jackson explained the different software packages used by CGA to support the Town's needs and any projects that may arise.

### **Questions and Answers:**

Community Development Director DiTommaso asked the following questions. Describe your general procedure for issuing response comments on site plan reviews. How is effective coordination between the various reviewers achieved in an attempt to maintain a quick response time? Mr. Figurella explained that they would personally pick-up and deliver plans. They would use a Word document that would be established by the Town. Several members of the CGA staff would then review the plans. He would be personally responsible for coordinating and reviewing all the CGA staff comments. If the plans require any outside consultant review, CGA would coordinate with that consultant. Once completed with the review process, the Word document would be emailed to the Town.

Project Manager Pittman asked what could CGA tell the Town about the Palm Beach County MS4 Steering Committee. Mr. Figurella explained that the Palm Beach County MS4 Steering Committee represents the 38 municipalities in the County for the municipal Stormwater permit process. He explained that they coordinate all the responses that are provided to the municipalities.

Public Works Director Hunt asked if Light Detection & Ranging (LIDAR) helps the residents of the Town with their flood insurance requirements. Mr. Figurella explained LIDAR would only be helpful on a Town wide basis to fight what FEMA has included in their maps. Public Works Director Hunt asked if all the services mentioned in the CGA cover page were in-house services. Mr. Figurella stated "yes". Public Works Director Hunt asked how CGA's quality control/quality assurance functions with the sub-consultants. Mr. Figurella stated that CGA does not use many sub-consultants, but when they do, CGA would review all the information before providing it to the Town.

Community Development Director DiTommaso asked if CGA has been specifically involved with the review of the Florida Emergency Management Agency (FEMA) FIRM (Flood Insurance Rate Map) that are currently in the review process. Mr. Figurella stated that he was not aware if CGA has been specifically involved in the review process of the FEMA Flood Maps however, it was a possibility.

Public Works Director Hunt asked what CGA's experience was with audit defenses regarding stormwater utility financial accounts. Mr. Figurella explained that he personally has little experience in that area. He explained how the utility rate studies are conducted and how the average resident rates were established.

Town Manager D'Agostino asked how long it takes to go through the quality control/quality assurance control on a project. Mr. Figurella stated that the size of the project would determine the amount of time it would take to respond. He explained an example of how long a project would take to go through the review process. Town Manager D'Agostino asked who would own the Geographic Information System (GIS) collected data at the end of the project. Mr. Johnson stated that depending on how the contract is written, the data would belong to the Town. Mr. D'Agostino asked if CGA had the ability to create visual renderings for planning projects that propose higher densities and intensities along select corridors. Mr. Figurella stated "yes".

Public Works Director Hunt thanked CGA for their presentation and invited them to stay until the results were announced at the end of the meeting.

### **Chen Moore.**

Public Works Director Hunt introduced himself and welcomed Chen Moore. He explained the procedure that would be followed during the meeting. Members of the Town Staff Selection Committee introduced themselves.

Representing Chen Moore were President Peter Moore, Senior Engineer Suzanne Dombrowski. Mr. Moore gave a presentation (see Exhibit "B"). He stated that Suzanne Dombrowski would be the Town's main contact person with Chen Moore. Mr. James Barton, GIS Specialist with Florida Technical Consultants explained the different data sets that would be available to the Town.

### Questions and Answers:

Community Development Director DiTommaso stated that some of her questions were answered through the presentation and through the Florida Technical Consultant.

Public Works Director Hunt asked if the level of in-house GIS expertise would no longer be necessary because the current personnel could be trained to use the GIS system. Mr. Barton agreed and stated that the basic training could be done with personnel. Public Works Director Hunt asked which municipalities have continual services contracts with Chen Moore. Mr. Barton stated that they have continual services contracts with the following entities: the Town of Palm Beach, City of Marathon, City of Islamorada, Miami Gardens, and Palm Beach County Solid Waste Authority to name a few. He stated that the system could be customized to whatever the Town needed.

Community Development Director DiTommaso asked if Chen Moore has been specifically involved with the FEMA FIRM(Flood Insurance Rate Map) review process that was currently underway. Mr. Barton stated “yes”, they are specifically involved with the FEMA Flood Maps review process. He explained that they were the first to review the maps and brought them to the Palm Beach County League of Cities General Membership meeting, which triggered all the municipalities reviewing their maps.

Project Manager Pittman asked what did Chen Moore know about the National Pollutant Discharge Elimination System (NPDES) Palm Beach County MS4 Steering Committee. Ms. Dombrowski explained that Chen Moore was aware that all permitting goes through the MS4 Steering Committee. She stated that they would be able to assist the Town with the permitting and establish a relationship with the MS4 Steering Committee.

Town Manager D’Agostino asked if Chen Moore would be using sub-consultants. Mr. Moore stated that most of the work would be done in-house and only specialized projects would utilize a sub-consultant. Town Manager D’Agostino asked for clarification as to who was considered part of the Chen Moore team. Mr. Moore stated that Chen Moore has a leadership team, a local architecture team, and four local sub-consultants all of which make up the Chen Moore team. Town Manager D’Agostino asked where all the sub-consultants were located. Mr. Moore stated that all the sub-consultants are located in Palm Beach County. Town Manager D’Agostino asked if the sub-consultants would be working directly with the Town or would they work through Chen Moore. Mr. Moore explained that the sub-consultants would work through Chen Moore. Town Manager D’Agostino asked if the GIS data collected would belong to the Town or Chen Moore. Mr. Moore stated that depending on the agreement, the data would belong to the Town if this was the intent of the agreement. Town Manager D’Agostino asked how intensive was Chen Moore’s GIS data on the Town. Mr. Barton stated that Chen Moore has all the public information about the Town from the Palm Beach County records and neighboring municipalities, but they do not have the information that the Town has generated on its own.

Public Works Director Hunt asked what experience they have with stormwater utilities rates. Mr. Moore gave an example of their experience with the City of Pompano Beach stormwater master plan and implementing their five-year plan. He explained that based on that process

they were able to audit the Pompano Beach stormwater utilities rates and make adjustments. Public Works Director Hunt asked if they were able to integrate the information with a rate study. Mr. Barton explained that they are currently in that process with the City of Coral Springs.

Town Manager D'Agostino asked of all Florida continuing service clients Chen Moore has, which clients have been working with them the longest, and then the shortest. Mr. Moore explained that the longest continuing service client they have had was 27 years and the shortest was within the past few months. Town Manager D'Agostino asked if they had the capability to model building density and intensity representations through digital software. Mr. Moore explained that they have the capability to present density in-house, but they also have sub-consultants that specialize in those fields.

Public Works Director Hunt thanked Chen Moore for their presentation and explained what the next step in the process would be. He invited them to stay until the results were announced at the end of the meeting.

### **McLeod McCarthy.**

Community Development Director DiTommaso stated that some of her questions were answered through the presentation and through the Florida Technical Consultant.

Public Works Director Hunt introduced himself and welcomed McLeod McCarthy & Associates. He explained the procedure that would be followed during the meeting. Members of the Town Staff Selection Committee introduced themselves.

Mr. Todd McLeod and Mr. Tom McCarthy introduced themselves and their team. Mr. McLeod gave a presentation (see Exhibit "C"). He explained that they use several sub-consultants, but they would review all materials before providing them to the Town.

### **Questions and Answers:**

Community Development Director DiTommaso stated that some of her questions were answered through the presentation and through the Florida Technical Consultant.

Project Manager Pittman asked what their experience has been with the PBC MS4 Steering Committee. Mr. McLeod explained that the Town sits on that Committee and the Town has a renewing contract with the Northern Palm Beach County Improvement District because they are the lead governmental agency for the Committee. He explained his general understanding of the Committee.

Town Manager D'Agostino asked what makes them qualified to work with the Town since they do not currently have a municipal client. Mr. McLeod stated that private communities and government agencies are similar because both have similar infrastructure issues, and both expect quick response times. He added that their firm was the right size for the Town. Town Manager D'Agostino asked if they had the ability to create visual renderings for planning projects that propose higher densities and intensities along select corridors. Mr.

McLeod stated that for small projects they would have the capabilities in-house. He explained that they would use a sub-consultant for a larger project depending on the Town's vision for the project. Town Manager D'Agostino asked if they have experience with presenting the desired "vision" to neighborhood groups. Mr. McLeod stated that they have a lot of experience with presenting desired "visions" to neighborhood groups as it relates to a Town project. He gave a few examples how McLeod McCarthy has presented projects to neighborhood groups in the past.

Public Works Director Hunt asked how they would incorporate a geotechnical analysis into a street improvement program. Mr. McLeod explained that some of the analysis could be done visually. He explained that for areas that could not be done visually, they would use a geotechnical sub-consultant to assist with the project. Mr. McCarthy further explained their experience with presenting to neighborhood groups for very large-scale projects. Public Works Director Hunt asked if they had a primary geotechnical firm that they would use for projects, or do they seek geotechnical firms on case-by-case basis. Mr. McLeod explained that they use two (2) specific geotechnical firms for projects. Public Works Director Hunt asked what their quality control/quality assurance processes were. Mr. McLeod explained that most of the engineering work was done in-house. He stated that the sub-consultants would be given a deadline to have the work completed and returned to them for their final review before it would be submitted to the Town.

Public Works Director Hunt thanked McLeod McCarthy & Associates for their presentation and explained what the next step in the process would be. He invited them to stay until the results were announced at the end of the meeting.

The Town Staff Selection Committee evaluated the three (3) firms and filled out ballots with their first and second choice (see exhibit "D"). Public Works Director Hunt explained that if the ballots did not reveal a unanimous choice by the Committee, that a scoring (or ranking) system would be used. To determine the results three (3) points would be given to the first choice firm on each ballot; two (2) points would be given to the second choice firm on each ballot; and one (1) point would be given to the third choice firm on each ballot in order to sum up the total number of points for each firm.

Town Clerk Mendez announced that Calvin Giordano & Associates scored the highest with a total of 10 points. She asked that Public Works Director Hunt and Chief Accountant Lourdes Cariseo verify the scoring system she performed for the record. Public Works Director Hunt invited all remaining firms back into the Commission Chamber and announced that Calvin Giordano & Associates scored the highest. He thanked everyone for their interest in doing business with the Town.

**ADJOURNMENT:**

With no further business to come before the Town Staff Selection Committee, the meeting adjourned at 4:00 p.m.

---

Town Clerk Vivian Mendez



Exhibit "D"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 15, 2015

Agenda Item No. Tab 8

Agenda Title: Approve the Award of Contract for Landscape Maintenance, Town Bid No. 102-2015 part "B" for the Harbor Marina to Chris Wayne and Associates, Inc. in the Amount of \$35,790.00 Per Year, for Three Full Years Total of Service Beginning October 1, 2015 and Ending September 30, 2018, at a Total Overall Cost of \$107,370.00

- Special Presentation/Reports, Board Appointment, Public Hearing Ordinance on Reading, New Business, Other: [ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA [ ] BOARD APPOINTMENT [ ] OLD BUSINESS [ ] PUBLIC HEARING ORDINANCE ON READING [X] NEW BUSINESS [ ] OTHER:

Approved by Town Manager [Signature] Date: 6-29-15 David Urbinati/ Interim Marina Director

Name/Title

Table with 3 columns: Originating Department (Marina), Costs (\$35,790.00), Attachments (Bid Submittal, Bid Tabulation, Bid Document, Advertisement), Advertised (Date: April 12, 2015), and Yes I have notified everyone (DA).

Summary Explanation/Background:

Attached is a copy of the Bid Advertisement, Bid Submittal, a Bid Tabulation and the Bid Document.

On April 12, 2015 the Town advertised Bid No. 102-2015, Landscape Services, which included specifications for the Harbor Marina Landscape Maintenance. The advertisement and Bid Documents are attached.

The entirety of the Harbor Marina Property is included in the bid document as outlined in the attached map.

A request was made for a single year's price quote to be valid for three one year periods with an option to extend the contract terms for an additional two more years. The first year period is to begin October 1, 2015.

The Harbor Marina Landscape services are currently performed by Chris Wayne and Associates, Inc. are due to expire on September 30, 2015.

The Bid Document contains specifications for the maintenance of both St Augustine grass and Bermudagrass, shrubs, trees, hedges, ground cover, ornamentals and mulch beds. It also includes, weeding, removal of debris, fertilization, weed and lawn and garden pests control for the above. All maintenance equipment, machinery, fertilizers and chemicals are to be supplied by the contractor. A sprinkler performance check is also required during each visit.

Repair costs associated with broken or failed sprinkler fixtures and equipment were not requested to be included in the price quote are not quoted as a fixed cost. They will be billed additionally to the MARINA on an as needed basis upon notification and approval by the Marina Director. Landscape replacement and remediation per recommendation by the contractor, will also be billed to the MARINA as additional costs upon approval by the Marina Director. An hourly fee schedule was requested and supplied by the submitting contractor(s). That schedule is attached.

Thirteen events (one added by Addendum) were specified and presented in the Bid Document and will occur as outlined and scheduled at the minimum for each year's cycle and will be performed identically each period year. Tree pruning is not included in the overall fixed costs in the requested quote but will be performed as recommended by the contractor and billed to the MARINA separately and additionally. A schedule of pruning fees is attached.

The bid process resulted in five firms requesting bid documents and four (4) landscape maintenance companies attending the pre - bid mandatory meeting. One bid was received.

That bid was submitted by Chris Wayne Associates, Inc. who is currently performing landscape maintenance at the MARINA and IS in good standing with the Town of Lake Park. The price submitted is \$35,790.00 per year and is almost identical to the current price now charged to the MARINA.

### **Recommended Motion:**

I move to approve the award of Contract to Chris Wayne and Associates, Inc. in the Amount of \$35,790.00 for each year of three consecutive years, and to be paid out in 36 equal payments of \$2,982.50

## Legal Notices

### TOWN OF LAKE PARK NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida will be accepting sealed bids for:  
**LANDSCAPE MAINTENANCE SERVICES  
Bid 102-2015 Contracts "A" & "B"**

#### **CONTRACT "A" LAKE PARK COMMUNITY REDEVELOPMENT AGENCY DOWNTOWN LANDSCAPE MAINTENANCE**

#### **CONTRACT "B" TOWN OF LAKE PARK LAKE PARK HARBOR MARINA LANDSCAPE MAINTENANCE**

The work of Contract "A" shall generally consist of mowing, edging, mulching, maintenance of turf, ground cover, hedge and tree trimming, fertilization, pest control, periodic sod and plant replacement, irrigation system maintenance, including debris collection and disposal, all within the public right-of-ways of Park Avenue, 10th Street and alleyways in the Lake Park CRA.

The work of Contract "B" shall generally consist of mowing, edging, mulching, maintenance of turf, ground cover, hedges and tree trimming, fertilization, pest control, periodic sod and plant replacement, irrigation system maintenance, including debris collection and removal at the Lake Park Harbor Marina for the Town of Lake Park.

The company selected to perform the landscape maintenance services must employ an in-house landscape architect (state registered) or arborist and employ in-house a person holding GI-BMP certificate for commercial fertilizer application.

Each contract will be for a term of three (3) years with the option of two one-year extensions.

If the Town and CRA choose to award a contract, each contract will be awarded to the lowest responsive and responsible bidder based on the base bid and selected alternates or in the opinion of the Town and CRA to the company whose bid is most advantageous, and provides the best value.

Sealed bids for each contract will be received in triplicate by the Town Clerk until 11:00 a.m., on May 13, 2015, at the Town of Lake Park, Town Hall located at 535 Park Avenue, Lake Park, Florida, 33403. Bids received after this time will be returned unopened.

#### Project Documents

Bid documents may be obtained by calling the Town Clerk at (561) 881-3311, 8:30 a.m. – 5:00 p.m., Monday-Friday, upon payment of a \$20.00 non-refundable fee, for each bid set.

Bids shall be submitted on the form(s) provided.

#### Pre-Bid Conference

A Mandatory Pre-Bid Conference is scheduled for 11:00 a.m., April 29, 2015, in the Town Hall Commission Chambers, Lake Park, Florida.

#### Bid Documents

Envelope containing bid must be sealed and be clearly marked, "Landscape Maintenance, Bid No. 102-2015 Contract "A" and/or "B", due 11:00 a.m., May 13, 2015".

All bid prices shall be guaranteed firm for a minimum of 90 calendar days after the submission of the bid. No bidder may withdraw his bid within 90 calendar days after the bid opening date.

Bid security in the form of a Bid Bond acceptable to the Town or Cashier's Check made payable to the "Town of Lake Park" in an amount equal to five percent (5%) of the bid, will be required.

Bids will be opened and read aloud in the Town of Lake Park Commission Chambers at 11:00 a.m. on May 13, 2015. Award of contract for Contract "A" will be made at a CRA Board meeting. Award of contract for Contract "B" will be made at a Town Commission meeting.

All bidders/proposers are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid or requests for proposal, and that any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All bidders/proposers are advised that the Town will not supply or sell materials to bidders/proposers in connection with submission or preparation of bids, or any other matter, including but not limited to envelopes, labels or tape.

Bidders/proposers shall demonstrate successful performance of projects of a similar magnitude, scope, value and trade as this project.

The Lake Park CRA Board and Town Commission of the Town of Lake Park reserve the right to reject any and all bids, to waive any informality in a bid and to make awards in the best interests of the Town.

Vivian Mendez, CMC  
Town Clerk,  
Town of Lake Park, Florida  
PUB: The Palm Beach Post 4-12/2015  
#404464

**BID TABULATION  
# 102-2015**

A

D

**PROJECT:** Landscape Maintenance Services - Contract "B"  
Lake Park Harbor Marina

D

I

T

<b>COMPANY</b>	<b>BID PRICE</b>	<b>3 YEAR COST</b>	<b>TREE PRUNING</b>	<b>IRRIGATION MAINTENANCE</b>	<b>GROUND MAINTENANCE</b>	<b>ESTIMATED ADDITIONAL EXPENSES</b>
CHRIS WAYNE AND ASSOCIATES, INC.	\$ 35,790.00	\$ 107,370.00	PALM TREE \$30 / \$35 TREE PRUNING \$50 / \$75	IRRIGATION MAINTENANCE \$60/HR	GROUND MAINTENANCE \$30/HR	\$3,000/ANNUAL

A

L

L. V. SUPERIOR LANDSCAPING

N/A

PRECISION LNDSCAPING

N/A

TERRACON SERVICES, INC.

N/A

S

**FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

CHRIS WAYNE AND ASSOCIATES, INC.

**Filing Information**

<b>Document Number</b>	P04000100196
<b>FEI/EIN Number</b>	201399029
<b>Date Filed</b>	07/02/2004
<b>State</b>	FL
<b>Status</b>	ACTIVE

**Principal Address**15863 97TH DRIVE NORTH  
JUPITER, FL 33478

Changed: 03/23/2005

**Mailing Address**15863 97TH DRIVE NORTH  
JUPITER, FL 33478

Changed: 03/23/2005

**Registered Agent Name & Address**DELLAGO, CHRISTOPHER W  
15863 97TH DRIVE NORTH  
JUPITER, FL 33478

Name Changed: 04/14/2009

Address Changed: 03/23/2005

**Officer/Director Detail****Name & Address**

Title P

DELLAGO, CHRISTOPHER W  
15863 97TH DRIVE NORTH  
JUPITER, FL 33478**Annual Reports**

**SCOPE OF WORK/TECHNICAL SPECIFICATIONS**  
**LAKE PARK HARBOR MARINA LANDSCAPE MAINTENANCE**  
**CONTRACT "B"**

**GENERAL SPECIFICATIONS AND REQUIREMENTS**

- **Mobilization, Permits (permit fees waived).** Contractor must obtain license to work in the Town of Lake Park

The CONTRACTOR shall furnish all labor, supervision, equipment and materials as necessary to maintain the landscapes in an attractive and safe condition throughout the year.

**SCOPE – ALL AREAS**

**GROUNDS:** The CONTRACTOR shall remove and properly dispose of all litter and debris from lawn areas, planting beds, walkways, and parking lots. All grass and weeds or vines from expansion joints, cracks in pavement, parking lots, walkways and fences shall be removed. On paved areas only, weeds and unwanted grass may be controlled with the use of herbicides on a weekly basis. All dead vegetation shall be removed. The CONTRACTOR shall "weed eat" around all trees, fences, signs, ditch embankments, buildings and other obstacles at each mowing in order to maintain a neat appearance. Unless specifically approved by the MARINA, use of herbicides in lieu of "weed eating" is not permitted.

**LAWN CARE:** Mowing shall be done to ensure a uniform appearance. The CONTRACTOR shall mow the grass weekly from March 1 through November 30 and every two weeks from December 1 through February 28. It will not be necessary to bag or remove grass clippings unless clippings or clumps become unsightly or may cause damage to the grass. All plant beds, curbing, driveways and walkways shall be edged with an edger as often as necessary to maintain a neat appearance.

**PEST CONTROL:** The CONTRACTOR shall practice Integrated Pest Management (IPM) to control insects, diseases and weeds on and around annuals, perennials, ground covers, shrubs, vines and trees. This shall include frequent monitoring and spot treatment as necessary using the least toxic methods. All applications shall be performed when temperatures are below 90 degrees Fahrenheit and when wind drift is negligible. The first choice will be insecticidal soaps, horticultural oils and biological controls. Weeds in beds or mulched areas will usually be removed mechanically or by hand. Upon the MARINA'S approval, herbicides may be employed for heavy weed infestations.

**PLANT BEDS:** The CONTRACTOR shall weed the plant beds when necessary to maintain a weed free appearance.

**FREEZE DAMAGE:** Any freeze damaged ground covers shall have dead growth removed in the spring by appropriate means.

**REPLACEMENT OF PLANT MATERIAL:** The MARINA will be responsible to replace all plant materials that are frozen, stolen, vandalized or otherwise destroyed by unforeseen or unpreventable circumstances such as wind. If the MARINA'S representative determines the poor condition of plant materials is due to improper maintenance or irrigation, the CONTRACTOR shall be responsible for replacing such plant material at the CONTRACTOR'S sole expense. The CONTRACTOR shall notify the MARINA'S representative immediately of plants or areas in distress. The CONTRACTOR or its representative and the MARINA'S Designated Representative will inspect the damaged plant material and prepare a written plan/schedule of replacement. All replacements shall be accomplished within one (1) week of notification. No dead plants will remain in the landscape. Trees or plants that blow over or are disturbed from their normal planted location by wind, vehicular damage or vandalism, shall be replanted within twenty-four (24) hour notice. If time constraint is not met and the plant dies, it shall be replaced by the CONTRACTOR at its sole expense.

**PRUNING:** The CONTRACTOR shall prune and shape all shrubbery to maintain the natural form of the plant and maintain growth within the limits of the plant bed, also to eliminate the damaged or diseased wood, and sight distance requirements if needed. Trees are to be pruned back twice a year. Trees hanging over sidewalk area are to be

trimmed as needed so walking under them is easily assessable to pedestrians entering the buildings. All pruning work shall comply with ANSI-300A standards. A blower shall be used on sidewalks after each cutting. Parking lots shall be cleared at least once a month and after pruning.

INSPECTIONS: A MARINA Representative will conduct inspections on a monthly basis or as needed. Items discovered to be deficient during inspection shall be corrected within one week.

IRRIGATION SYSTEMS: The CONTRACTOR shall inspect and test rain shut off devices and other components and zones of the irrigation system monthly and shall reset zone times according to seasonal evaporation transpiration changes. Minor adjustments and repairs such as head/emitter cleaning or replacement, filter cleaning, small leaks, and minor timer adjustments shall be made by the CONTRACTOR, with the MARINA paying for parts. Once a year the CONTRACTOR will recalibrate each zone to allow for the application of one inch of water per week. During weekly maintenance, the CONTRACTOR will note and report to MARINA any symptoms of inadequate or excessive irrigation, drainage problems, etc. Timers will be reprogrammed during the dormant season to apply W' water per week. Repairs or system service beyond the above scope will be charged to the client at an hourly rate per

### **ST AUGUSTINE GRASSY AREAS**

St Augustine grassy areas, nineteen (19) locations within the entire MARINA complex,  
**Having a sum total of approximately 77,050 sq. ft.**

- 1) D-docks; 5 (5) segments – and identified as starting south and proceed northward:  
A segment approximately 34.5' x 5'  
A segment approximately 74.5' x 5'  
A segment approximately 70' x 5' with an adjoining extension 23' x 9'  
A segment approximately 79' x 5'  
An irregular segment at the northern corner of D-dock and abutting the marina entrance lane and parking  
**Sum total of approximately 2,395 sq. ft.**
- 2) Main parking lot detention basin, in center of main parking lot;  
**A large segment of approximately 19,900 sq. ft.**
- 3) Northeast lawn – abutting seawall (to be treated as a multi-variety grassy area);  
**A segment of approximately 10,230 sq. ft.**
- 4) North marina field and Lake Shore Drive swale;  
**A two (2) segment area of approximately 18,600 sq. ft.**
- 5) Marina entranceway median;  
**A segment of approximately 1,440 sq. ft.**
- 6) Marina's northwest basin bulkhead – consisting of two (2) narrow segments measuring approximately 73' x 4' and one (1) irregular segment abutting the bulkhead and including the abutting swale on Lake Shore Drive at the marina's main entrance  
**Sum total of approximately 925 sq. ft.**
- 7) Swale area at north end of E-docks;  
**A two (2) segment area of approximately 480 sq. ft.**
- 8) Median west of E-docks parking area;  
**A segment of approximately 1,330 sq. ft.**
- 9) Grassy ¼ circle segment located at south end of E-docks;  
**A segment of approximately 250 sq. ft.**

- 10) Swale west of Lake Shore Drive – a sum of six (6) segments; two (2) segments north of Cypress Drive, and four (4) segments south of Cypress Drive  
**Sum total of approximately 3,480 sq. ft.**
- 11) Catch basin west of and abutting F-docks parking lot;  
**A long segment north to south of approximately 3,980 sq. ft.**
- 12) F-docks parking lot southern-most grassy area and swale;  
**Two (2) segments with a sum total of approximately 1,630 sq. ft.**
- 13) Eastern trailer lot catch basins - north to south sections including median;  
**A long segment north to south of approximately 1,960 sq. ft.**
- 14) Easterly middle trailer lot catch basins - north to south – a sum of eleven (11) segments including, nine (9) being separate median segments;  
**Eleven (11) segments with a sum total of approximately 3,100 sq. ft.**
- 15) West trailer lot catch basins and median - north to south;  
**A long segment north to south of approximately 2,850 sq. ft.**
- 16) Western trailer lot - west side grassy area;  
**A long segment north to south of approximately 800 sq. ft.**
- 17) Federal Hwy parking lot – lower eastside grassy area;  
**A long segment north to south of approximately 800 sq. ft.**
- 18) Federal Hwy parking lot- grassy area abutting old building pad;  
**Two segments with a sum total of approximately 1,800 sq. ft.**
- 19) Swale - north side of Silver Beach Rd;  
**Two segments with a sum total of approximately 1,100 sq. ft.**

#### **ST AUGUSTINE GRASS CARE AND MAINTENANCE**

LAWN CARE: Mowing shall be done to ensure a uniform appearance. Grass shall be cut no lower than three (3) inches and at no time be allowed to reach height of five (5) inches. The CONTRACTOR shall mow the grass weekly from March 1 through November 30 and every two weeks from December 1 through February 28. It will not be necessary to bag or remove grass clippings unless clippings or clumps become unsightly or may cause damage to the grass. All plant beds, curbing, driveways and walkways shall be edged with an edger as often as necessary to maintain a neat appearance but no less than twice a month. Chemical means of edging is not acceptable.

#### **FEEDING, PEST and DISEASE CONTROL AND WEED CONTROL OF ST AUGUSTINE GRASS**

The CONTRACTOR is encouraged to have the soil tested twice yearly, to determine what nutrients the St Augustine lawn needs for best health and provide an advisement report to the MARINA representative at the commencement of the contract year. (For information on soil testing procedures, the CONTRACTOR may want to contact the Palm Beach County Cooperative Extension service).

St Augustine grass care and maintenance by the use of fertilizers, pest and disease controllers and weed control shall be accomplished by liquid chemical spray with application by a locally known, certified and professional lawn maintenance APPLICATOR (examples would be *Nozzle Nolen* and *Hulett Environmental Services*, etc.) in such a way as to minimize chemicals that may wash into the marina's basin and intracoastal, keeping with the MARINA'S Clean Marina status. The APPLICATOR is required to use the best care practices for St Augustine grass in the specified

locations. The CONTRACTOR shall submit the APPLICATOR'S name with the bid proposal for the MARINA representative's review. The CONTRACTOR shall hire and direct the APPLICATOR and supervise all adjustments of chemicals needed to insure a good healthy grass. The CONTRACTOR is required to check for pests routinely and treat as necessary.

**NOTE:** There are several water drainage systems in the catchment areas within the MARINA complex having direct access to the MARINA'S basin and intracoastal waters that must be observed. The CONTRACTOR and their agents are required by the MARINA to provide adequate protection procedures in place during all chemical applications.

### **BERMUDAGRASS – known as CELEBRATION**

Locations - Marina office building complex and adjoining areas - numbering six (6) areas with a sum total of ten (10) segments as listed and described below;

A sum total of **10,850 sq. ft. approximately**

- 1) North and east side area of complex – a sum of three (3) segments  
Two (2) segments abutting B-docks, described as 47' x 4' and a 41' x 4' segments extending southward from A-docks –  
**totaling approximately 350 sq. ft.**

A triangular shaped segment with a 14' x 4' extension northward, abutting b-docks –  
**totaling approximately 890 sq. ft**

- 2) East side of complex abutting paver patio – a sum of two (2) segments;  
A large irregular rectangular segment with a 16' x 5' extension southward, abutting B-docks and the north boundary of the paver patio and the driveway –  
**totaling approximately 5450 sq. ft.**

A small rectangular segment with a 16' x 4' extension northward abutting B-docks and C-docks and the south side of the paver patio  
**totaling approximately 675 sq. ft.**

- 3) South side of complex – a sum of two (2) segments;  
A rectangular shaped segment abutting C-docks  
**totaling approximately 1000 sq. ft**

A rectangular shaped segment abutting C-docks and D-docks  
**totaling approximately 1260 sq. ft.**

- 4) West side of complex;  
An irregular shaped segment abutting D-docks  
**totaling approximately 580 sq. ft.**

- 5) West and north sides of complex;  
An irregular shaped segment abutting D-docks and the parking lot  
**totaling approximately 465 sq. ft.**

- 6) North side of complex;  
A small irregular square shaped segment abutting the building's walkway and the parking lot - **totaling approximately 180 sq. ft.**

**BERMUDAGRASS CARE AND MAINTENANCE:**

MOWING - four six (46) times per year to be required

Maintained height to one (1) inch

Mower type required – reel type mowing system with properly maintained, sharp blades

Edging and trimming to be done to best standards

Plugging of isolated damaged or diseased areas is required and to be provided at the CONTRACTOR'S expense as part of the maintenance agreement

**FEEDING, PEST and DISEASE CONTROL AND WEED CONTROL OF BERMUDAGRASS**

The CONTRACTOR is required to have the soil tested twice yearly (spring/fall), to determine what nutrients the bermudagrass lawn needs for best health and provide the test report to the MARINA representative at the commencement of the contract year and again in March of each year. (For information on soil testing procedures, the CONTRACTOR may want to contact the Palm Beach County Cooperative Extension service).

Bermudagrass care and maintenance by the use of fertilizers, pest and disease controllers and weed control shall be accomplished by liquid chemical spray with application by a locally known, certified and professional lawn maintenance APPLICATOR (examples would be Nozzle Nolen and Hulett Environmental Services, etc.) in such a way as to minimize chemicals that may wash into the marina's basin and intracoastal, keeping with the MARINA'S Clean Marina status. The APPLICATOR is required to use the best care practices for bermudagrass in the specified locations. The CONTRACTOR shall submit the APPLICATOR'S name with the bid proposal for the MARINA representative's review. The CONTRACTOR shall hire and direct the APPLICATOR and supervise all adjustments of chemicals needed to insure a good healthy grass. The CONTRACTOR is required to check for pests routinely and treat as necessary.

**DESIRED MAINTENANCE LEVEL FOR BERMUDAGRASS IS MODERATE to HIGH.** See the chart below.

**Calendar Guide to Annual Bermudagrass Fertilization\*\*, C=**

Maintenance Level	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov
	<b>South Florida</b>										
Basic		C		N		SRN			C		C
Moderate		C	N		C		SRN		SRN		C
High		C	N	SRN	C	SRN	Fe		SRN		C
<p>*North Florida in this example is considered to be anything north of Ocala. Central Florida is defined as anything south of Ocala to a line extending from Vero Beach to Tampa. South Florida includes the remaining southern portion of the state.</p> <p>**For initial spring application, particularly in North Florida, the recommended time to fertilize is after the last frost rather than on a specific calendar date.</p> <p>C= complete fertilizer application (NPK); N= nitrogen application only; SRN= nitrogen only in a slow release form; Fe= iron application only.</p>											

## LANDSCAPED AREAS

### Twenty eight (28) separate areas:

- 1) Marina Complex patio north lawn – abutting patio;  
Four (4) Royal Palms with red mulch  
One (1) Dwarf Palm
- 2) Marina Complex south lawns;  
Four (4) Coconut Palms with red mulch buffer  
Five (5) accent areas with Crinum Lilly with red mulch
- 3) All of D-docks – north to south, including Marina office complex west side area;  
Two (2) Coconut Palms with red mulch buffer  
One (1) Gumbo Limbo with red mulch buffer  
One (1) Pidgeon Plum with red mulch buffer
- 4) Marina Complex North Side;  
Two (2) Desert Cassia trees with red mulch buffer
- 5) Flag Pole;  
One (1) Coco plum hedge with red mulch bed buffer  
Vinca plants with red mulch bed buffer
- 6) Main parking lot Detention Basin;  
Nine (9) Gumbo Limbo with red mulch  
One (1) Date Palm with red mulch  
Cocoplum hedge with red mulch bed  
Sea Grape planter with Silver Palmetto – no mulch  
Two (2) hedges, one each along east and west side of detention basin, no mulch  
One (1) Shrub bed with Silver Palmetto at north side – no mulch  
Red mulch bed along back side of refuge container enclosure
- 7) Marina Seawall Lawn;  
Nine (9) Coconut Palms - no mulch  
One (1) Gumbo Limbo – no mulch  
Three (3) Pidgeon Plum – no mulch
- 8) North Field Lawn;  
Five (5) Coconut Palms – no mulch  
Three (3) Royal Palms – no mulch  
One (1) Gumbo Limbo – no mulch  
One (1) planted area with Oleander, Holly and Jasmine with brown mulch  
North boundary hedge – no mulch
- 9) Main Entranceway Median:  
One (1) Date Palm – no mulch  
Six (6) accent areas with Crinum Lilly – no mulch  
Two (2) shrub beds – no mulch
- 10) E-docks Swale and Promenade;  
Three (3) Royal Palms with red mulch buffer  
Ten (10) Royal Palms with ground cover – no mulch  
One (1) Silver Buttonwood Tree with red mulch buffer  
One planted area with Oleander, Holly and Jasmine

- 11) Median – parallel to E-docks;  
Eight (8) Silver Buttonwood Trees with brown mulch  
Twelve (12) Cabbage Palms with brown mulch
- 12) Swale, west side of Lake Shore Drive;  
Three (3) saplings (north of Cypress Dr.) with brown mulch  
Seven (7) Royal Palms (south of Cypress Dr.) with brown mulch
- 13) Boat Ramp - Northwest area at south dumpster location – two segments;  
One (1) Silver Buttonwood with brown mulch  
Five (5) Cabbage Palms with brown mulch  
One (1) cocoplum hedge with brown mulch
- 14) Ramp Office Building and adjacent catchment basin, north to south;  
Two (2) shrub hedges, north side of building – no mulch  
Three (3) Gumbo Limbo with no mulch  
Oleander and shrub bed – no mulch
- 15) F-docks parking lot, north end;  
Two (2) Coconut Palms with brown mulch  
One (1) Pidgeon Plum with brown mulch  
One (1) planted area with brown mulch
- 16) F-docks parking lot, east side center break;  
One (1) Gumbo Limbo with brown mulch
- 17) F-docks parking lot, south end including swale;  
Three (3) Coconut Palms – no mulch  
One (1) Pidgeon Plum – no mulch
- 18) Eastern trailer lot Catchment and Median;  
Six (6) Cabbage Palms – no mulch  
Three (3) Gumbo Limbo – no mulch  
Oleander and other shrub bed – no mulch
- 19) East middle trailer lot catchments and median;  
Ten (10) Cabbage Palms – no mulch  
One (1) Gumbo Limbo – no mulch  
Cocoplum and other shrub bed – no mulch
- 20) West middle trailer lot catchments and Median;  
Two (2) Cabbage Palms – no mulch  
Seven (7) Silver Buttonwood trees – no mulch  
One (1) shrub bed – no mulch
- 21) Western trailer lot grassy area;  
Three (3) Cabbage Palms with brown  
One (1) Gumbo Limbo with brown mulch  
Two (2) Silver Buttonwood trees with brown mulch  
Oleander and other shrub bed with brown mulch
- 22) Median between trailer lots and the “S” leg of Lake Shore Drive;  
Fifteen (15) Cabbage Palms with brown mulch  
One (1) Silver Buttonwood tree with brown mulch  
Shrub bed with brown mulch

- Scattered Crinum Lilly with brown mulch
- 23) Federal Hwy parking lot, lower east side grassy area;  
Three (3) Cabbage Palms with brown mulch  
Three (3) Gumbo Limbo with brown mulch  
Two (2) separate hedges with brown mulch
- 24) Federal Hwy parking lot, south end;  
Two (2) Cabbage Palms with brown mulch  
Sea Grape Hedge with brown mulch  
Cocoplum ground cover with brown mulch
- 25) Federal Hwy parking lot, Federal Hwy frontage;  
Seven (7) Cabbage Palms with brown mulch  
Sea Grape Hedge with brown mulch
- 26) East to West sidewalk along Lake Shore Dr. abutting private residence;  
Two (2) Pidgeon Plum trees - no mulch  
One (1) high hedge – no mulch  
One (1) low hedge – no mulch  
Keep overgrowth clear from obstruction
- 27) Overflow parking lot;  
Three (3) Palms with brown mulch  
Kiosk area with brown mulch  
Cocoplum Hedge – no mulch
- 28) Federal Hwy parking lot, north perimeter;  
Trim unplanted area as needed (minimum three (3) times per year)

**TREE COUNT REQUIRING FERTILIZATION:**

one hundred nine (109)

PALMS: to be fertilized four (4) times per year with slow release palm fertilizer at a rate of one half (½) pound per one (1) inch trunk diameter. Recommended NPK ratios of ( 12-4-12 ) or ( 8-2-12 )

Royal Palms – twenty seven (27) approximately  
Coconut Palms – twenty five (25) approximately  
Date Palms – two (2) approximately  
Dwarf Palm – one (1)

**BROADLEAF:**

Gumbo Limbo – twenty four (24) approximately  
Pidgeon Plum – eight (8) approximately  
Silver Buttonwood – twenty (20) approximately  
Cassia trees – two (2) approximately

**TREE COUNT REQUIRING NO FERTILIZATION:**

Cabbage Palms – sixty five (65) approximately

**PLANTED AREAS OF ORNIMENTALS, HEDGES AND GROUND COVER REQUIRING FERTILIZATION AND PEST/DISEASE CONTROL**

Refer to the above list 1 – 28

**END SCOPE OF WORK/TECHNICAL SPECIFICATION CONTRACT "B"**

**BID FORM: No. 102-2015**

**CONTRACT "B"**

**LAKE PARK HARBOR MARINA LANDSCAPE MAINTENANCE**

**Instructions: Remove this and all following pages, complete and execute, and submit in duplicate with your bid package (1 Original and 2 Copies).**

In accordance with the plans and specifications noted in this Bid document, the **TOTAL BASE BID** for this project is:

Thirty-five thousand seven hundred ninety and xx/100 (\$ 35,790.00 )

<b>Required documents attached?</b>	<b>(Yes or No)</b>
- Schedule of Bid Items	<u>Yes</u>
- Acknowledge Addenda # <u>1,2</u> (if issued)	<u>Yes</u>
- 1 Original and copy of the following:	
- Bid Form (signed)	<u>Yes</u>
- Clarifications/Exceptions	<u>Yes</u>
- List of Subcontractors	<u>Yes</u>
- Drug Free Workplace Cert. (signed)	<u>Yes</u>
- List of References	<u>Yes</u>
- Licenses (copies of applicable licenses)	<u>Yes</u>
- Proof of Existing Insurance Coverage	<u>Yes</u>
- Noncollusion Affidavit of Prime Bidder	<u>Yes</u>
- Public Entity Crimes Affidavit	<u>Yes</u>
- Anti-Kickback Affidavit	<u>Yes</u>
- Certification of Nonsegrated Facilities	<u>Yes</u>

NAME OF FIRM Chris Wayne and Associates, Inc.

ADDRESS 15863 97<sup>th</sup> Drive North, Jupiter, FL 33478

PHONE# 561-746-4225 FAX# 561-746-8991

AUTHORIZED SIGNATURE 

NAME & TITLE (TYPED or PRINTED) Christopher Wayne Dellago / President

POINT OF CONTACT EMAIL ADDRESS: chris@chriswayneinc.com

DATE: 5/13/2015 TAX PAYER ID#: 20-1399029



**ADDENDUM NO. 1**

May 4, 2015

**LANDSCAPE MAINTENANCE SERVICES**

**BID NO. 102-2015 CONTRACT "A" CRA DOWNTOWN LANDSCAPE  
MAINTENANCE  
CONTRACT "B" LAKE PARK HARBOR MARINA  
LANDSCAPE MAINTENANCE**

Each recipient of the Addendum No.1 to the bid who responds to the bid, acknowledges all of the provisions set forth in the bid document "*REQUIREMENTS, QUALIFICATIONS & BID SUBMITTAL DOCUMENTS FOR LANDSCAPE MAINTENANCE SERVICES, BID #102-2015*" and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the bid documents.

BOUND CONTRACT DOCUMENT

Page 8-Required Submittals: The required forms shall indicate on the "Subcontractor Form" the name of the intended licensed irrigation system maintenance contractor and on the "Proof of proper licensing form" if irrigation maintenance is to be performed in-house.

Page 29- 1 Scope/Intent, second paragraph, ADD SENTENCE: The qualified Landscape Maintenance service contractor shall be licensed in Palm Beach County to perform irrigation maintenance or provide irrigation system maintenance via a subcontractor licensed to perform irrigation maintenance in Palm Beach County.

Page 29-1.1 General Requirements 1.1.7 regarding irrigation, ADD SENTENCE: Irrigation maintenance services are to be performed by a contractor licensed to perform such services in Palm Beach County.

Page 32-Contractor Qualification 4.3, ADD SENTENCE: The bidding company must be qualified to perform irrigation system maintenance in Palm Beach County or indicate a licensed irrigation contractor on the List of Subcontractors (page 52 and page 65).

Page 46-Clarification: For Contract "A" the apparent low bid will be based on the Total Base Bid plus Alternate I. As stated at the Pre-Bid meeting, Alternate I is work on the Town Greene which is private property leased by the Town. The work in Alternate I may be deleted during the course of the contract.

Addendum No. 1 (continued)

Page 48-Schedule of Bid Items, Items 14 & 15 should include "\*" which requires MOT for worker protection.

Page 48-Schedule of Bid Items, Items 12 & 13, Clarification: The dollar amount to be filled in the Quantity column is the labor cost per square foot.

Page 31-Sec.1.2.8 Irrigation: This section applies to both Contract "A" and Contract "B". The contractor awarded Contract "B" will report to the Marina Director and not the Public Works Department. The Contract "B" irrigation system is serviced by potable water.

Sec.1.2.8 Irrigation Bullet 5: Delete entire bullet item associated with "rust prevention" chemical. Irrigation water in Contract "A" is provided by both well water and potable water. Where chemical is needed the Town will provide and install.

Pages 62 & 63-Schedule of Bid Items: This Addendum No. 1 includes revised page 62 and pages 63A and 63B which replace page 63 and reflect the following changes to the "B" contract:

Bid Item No. 8: Delete the quantity of 46 and replace with a quantity of 8.

Bid Item No. 9: Delete the quantity of 52 and replace with a quantity of 46

Bid Item No. 12: Add wording "TO BE PERFORMED APPROXIMATELY 6 MONTHS INTO THE CONTRACT."

ADD Bid Item No. 13: Operate and inspect irrigation system. Repair damages. Per event 46.

The TOTAL BASE BID is now Items 1 thru 13

Add BILL-Out Labor Unit Prices to Contract "B" Schedule of Bid Items (see pg. 63B attached).

.....  
RESPONSE TO QUESTIONS DURING BID PHASE

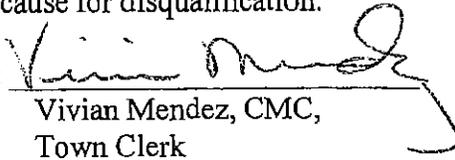
- Question: What is the estimated budget for the new contract for the CRA & Marina.  
Response: The budget for 2015-16 has not been established. We expect the annual cost of landscape maintenance in the CRA to be in excess of \$80,000 per year. We expect the annual cost of landscape maintenance at the Lake Park Harbor Marina to be in excess of \$36,000 per year. The Town's fiscal year begins in October. We will use the bids received to support the budgeting of landscape maintenance.
- Question: Are you requiring an irrigation license to bid on this contract?  
Response: See wording elsewhere in this addendum.
- Question: What does "in-house mean" in regard to Landscape Architect or Arborist?  
Response: A person holding the appropriate credentials must be on the payroll of the company awarded the landscape maintenance contract.
- Question: Can lawn and ornamental pest control be accomplished by a subcontractor?  
Response: Yes. Please indicate the company on the "List of Subcontractors" pages 52 and 65 and licensing on pages 55 and 68.

Addendum No. 1 (continued)

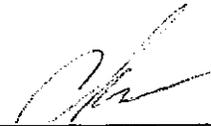
- Copies of the current contracts are enclosed. These contracts have been extended by Commission approval until new contracts are in place.
- .....

Bidders must acknowledge receipt of this Addendum Number 1 in the space provided below. This Addendum forms an integral part of the bid document and therefore must be executed. Failure to return the addendum with your bid submittal may be cause for disqualification.

Issued By: Town of Lake Park  
Office of the Town Clerk  
May 4, 2015

By:   
Vivian Mendez, CMC,  
Town Clerk

Bidder:

Signed By:   
Print Name: Christophe W. Bellag, CMAA  
Title: President  
Date: 5/12/15

End of Addendum #1

Attachments: Revised Schedule of Bid Items Pages 62, 63A & 63B  
Copy of current contract



**ADDENDUM NO. 2**

May 12, 2015

**LANDSCAPE MAINTENANCE SERVICES**

**BID NO. 102-2015 CONTRACT "A" CRA DOWNTOWN LANDSCAPE  
MAINTENANCE**

**CONTRACT "B" LAKE PARK HARBOR MARINA  
LANDSCAPE MAINTENANCE**

Each recipient of the Addendum No.2 to the bid who responds to the bid, acknowledges all of the provisions set forth in the bid document "REQUIREMENTS, QUALIFICATIONS & BID SUBMITTAL DOCUMENTS FOR LANDSCAPE MAINTENANCE SERVICES, BID #102-2015" and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the bid documents.

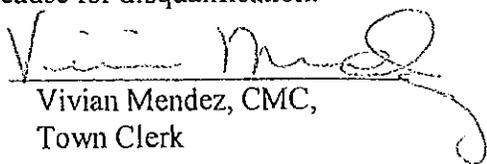
BOUND CONTRACT DOCUMENT- Contract "B" Lake Park Harbor Marina Landscape Maintenance

Pages 38- 46 and Schedule of Bid Items, pages 62 Revised, 63A & 63B; ALL reference to "feeding" or "fertilizer" are to be bid as the contractor providing all labor, equipment and materials. **The Town does not intend to provide the fertilizer for the landscape maintenance at the Lake Park Harbor Marina.**

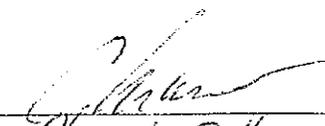
Response to Question: It is recommended that each bid submittal include its own bid bond.

Bidders must acknowledge receipt of this Addendum Number 2 in the space provided below. This Addendum forms an integral part of the bid document and therefore must be executed. Failure to return the addendum with your bid submittal may be cause for disqualification.

Issued By: Town of Lake Park  
Office of the Town Clerk  
May 12, 2015

By:   
Vivian Mendez, CMC,  
Town Clerk

Bidder:

Signed By:   
Print Name: Chris de Delleaga, RMA  
Title: President  
Date: 5/12/15

End of Addendum #2

650 Old Dixie Highway, Lake Park, Florida 33403 \* (561) 881-3345 \* Fax: (561) 881-3349

E-mail: publicworks@lakeparkflorida.gov

**CONTRACT "B"**  
**LAKE PARK HARBOR MARINA LANDSCAPE MAINTENANCE**

**SCHEDULE OF BID ITEMS (REVISED PER ADDENDUM NO. 1)**  
**TOWN PROJECT NO. 102-2015**

ITEM NO.	ITEM DESCRIPTION BASE BID	UNIT	QUANTITY	TOTAL PRICE \$
1.	INDEMNIFICATION	Yr.	One	\$100.00
2.	ST AUGUSTINE GRASS CUTTING, EDGING, TRIMMING	Per Event	46 \$200.00/event	\$9,200.00
3.	BERMUDAGRASS CUTTING by REEL MOWER, EDGING, LINE TRIMMING	Per Event	46 \$75.00/event	\$3,450.00
4.	ST AUGUSTINE GRASS FEEDING, WEED AND PEST / DISEASE CONTROL (Bi-monthly, Six (6) applications by certified applicator specific to ST Augustine grass) *	Per Event	6 \$250.00/event	\$1,500.00
5.	BERMUDAGRASS FEEDING, WEED AND PEST /DISEASE CONTROL ( Bi-monthly, Six (6) applications by certified applicator specific to Bermudagrass)*	Per Event	6 \$70.00 /event	\$ 420.00
6.	PALM TREE FEEDING, PEST CONTROL (Palm trees specified, quarterly, Four (4) applications by certified applicator specific to Palm species identified)*	Per Event	4 \$125.00/event	\$ 500.00
7.	BROADLEAF TREE FEED, PEST CONTROL (Broadleaf trees specified, quarterly, Four (4) applications by certified applicator specific to broadleaves identified)*	Per Event	4 \$125.00/event	\$ 500.00
8.	PLANT BED HEDGES, SHRUBS, ORNIMENTALS, GROUND COVER-TRIMMING, PRUNING, WEEDING (Eight (8) visits required as needed to maintain a moderate to high manicured standard. Weeding shall be done by hand removal only and as needed)	Per Event	8 \$1000.00/event	\$8,000.00
9.	DEBRIS PICK UP YARD TRASH REMOVAL FROM MARINA COMPLEX SITE (Forty six (46) visits required as needed to maintain a clean debris free landscape, roadway, parking lots and walkways. Storm drain grates are to be cleared at surface of dirt and collection of all debris. CONTRACTOR to get with MARINA management to identify it's collection area(s) of debris that is occasionally gathered by marina personnel when necessary)	Per Event	46 \$ 30.00 /event	\$1,380.00
10.	HEDGE, SHRUBS, ORNIMENTALS, GROUND COVER PLANTER BED FEEDING and PEST CONTROL IDENTIFIED FROM LISTED LANDSCAPED AREAS 1-28 (Bi-monthly fertilizing, pest and disease control Six (6) applications by certified applicator required annually specific to species identified)*	Per Event	6 \$125.00/event	\$ 750.00

for yr 1

	ITEM DESCRIPTION BASE BID	UNIT	QUANTITY	TOTAL PRICE \$
11.	Provide labor, equipment and material to MULCH. MULCHED areas are to be kept clean and refreshed two (2) times per year with depth of 2 to 3 inches. Mulch shall be free of pests and disease. Mulch shall be maintained to a loose consistency and shall not be allowed to become matted or compacted. Mulch shall be installed immediately upon receipt of Town purchase order. Mulch is provided at CONTRACTOR'S EXPENSE and shall be provided as necessary to maintain these depths.	Per Event	2 \$2,000.00/event	\$4,000.00
12.	INITIAL ESTABLISHMENT OF MULCH BEDS TO PROPER DEPTH REQUIRED TO CONTAIN ALL MULCH IN NORMAL CONDITIONS AND DURING HEAVY RAIN CONDITIONS. This includes all landscaped areas as needed throughout marina complex and including around seven (7) Royal Palm trees on west side of Lake Shore Drive. Subject to MARINA managers satisfaction. (APPLIES TO FIRST YEAR OF CONTRACT TO BE PERFORMED APPROXIMATELY 6 MONTHS INTO THE CONTRACT)	L.S.	1 \$3,000.00/event	\$3,000.00
13.	Operate and inspect irrigation system. Repair damages.	Per Event	46 \$65.00 / event	\$2,990.00

TOTAL BASE BID ITEMS 1 THRU 13

TOTAL: \$ 35,790.00

WRITTEN AMOUNT: \$ Thirty-five thousand seven hundred ninety and xx/100

.....  
**ALTERNATE I: TREE PRUNING** incl. removal of debris from pruning activity. All tree and shrub pruning shall comply with ANSI-300A standards.

Palm Tree up to 25' (clear trunk + crown shaft) height, min. 20 trees / trip ..... \$ 30.00 /tree  
Palm Tree 25' (clear trunk + crown shaft) or taller min. 10 trees / trip..... \$ 35.00 / tree  
Broadleaf Tree (ladder accessible)..... \$ 50.00 /tree  
Broadleaf Tree (bucket truck required- accomplished with tall palm tree)..... \$ 75.00 /tree

**Schedule of Bid Items (cont.)**

**BILL-OUT LABOR UNIT PRICES**

ITEM NO.	ITEM DESCRIPTION	UNIT	RATE/ HR.	COMMENTS
1.	Irrigation Technician	Hourly	\$ 60 / Hr.	\$60.00
2.	Landscape Foreman	Hourly	\$ 45 / Hr.	\$45.00
3.	Grounds Maintenance worke	Hourly	\$ 30 / Hr.	\$30.00
4.	Laborer	Hourly	\$ 30 / Hr.	\$30.00
5.	Landscape Architect	Hourly	\$ 150 / Hr.	\$150.00
6.	Arborist	Hourly	\$ 90 / Hr.	\$90.00
7.	Fertilizer certified applicator	Hourly	\$ 50 / Hr.	\$50.00
8.	Pesticide certified applicator	Hourly	\$ 60 / Hr.	\$60.00
	Other Administrative	Hourly	\$ 40 / Hr.	\$40.00

Submitted by: Christopher Wayne Dellago, RLA  
 Name of firm: Chris Wayne and Associates, Inc.  
 Tel. # 561-746-4225  
 Bid Due: **11:00a.m. May 13, 2015**  
 Submit Bid To: **Town Clerk, Town of Lake Park, 535 Park Avenue, Lake Park Fl. 33403**  
 Bid to be submitted in sealed envelope clearly marked on the outside  
**"Lake Park Harbor Marina Landscape Maintenance Bid Due 11:00 a.m. May 13, 2015".**

**End of "Revised" Schedule of Bid Items Contract "B"**

**CLARIFICATIONS/EXCEPTIONS**

Please list any clarifications of your bid in this section, as well as any exceptions you may have.

N/A

**LIST OF SUBCONTRACTORS**

Following are the subcontractors to be used if your company is awarded the Contract. Please note that all changes to this list must first be approved in writing by the TOWN OF LAKE PARK Project Manager (see *'Instructions To Bidders, 3C'*).

<b><u>NAME OF COMPANY</u></b>	<b><u>ADDRESS OF COMPANY</u></b>	<b><u>PHONE/CONTACT</u></b>
1) N/A	_____	_____
2)	_____	_____
3)	_____	_____
4)	_____	_____
5)	_____	_____



## LIST OF REFERENCES

Following are references from agencies/companies/individuals in which your company has provided similar services within the last 5 years:

### REFERENCE #1

Company/Agency Name: Town of Manalapan  
Address: 600 South Ocean Boulevard  
Manalapan, FL 33462

Point of Contact: Lisa Peterson  
Phone Number: 561-383-2540  
Fax Number: 561-585-9498

---

### REFERENCE #2

Company/Agency Name: City of Riviera Beach, CRA  
Address: 2001 Broadway  
STE 300  
Riviera Beach, FL 33404

Point of Contact: Mr. Scott Evans  
Phone Number: 561-844-3408  
Fax Number: \_\_\_\_\_

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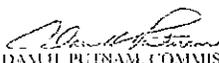
### REFERENCE #3

Company/Agency Name: Town of Ocean Ridge  
Address: 6450 North Ocean Blvd.  
Ocean Ridge, FL 33435

Point of Contact: \_\_\_\_\_  
Phone Number: 561-732-2635  
Fax Number: \_\_\_\_\_

**INCLUDE PROOF OF PROPER LICENSING (APPLICABLE LICENSING TO PERFORM THE REQUIRED SERVICES)**  
*Include Landscape Architect, Arborist, Fertilizer Applicator, Pesticide Applicator as applicable*

***Include Subcontractors Performing These Services on the Page for "List of Subcontractors."***

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF ENTOMOLOGY & PEST CONTROL		
Date	File No.	Expires
December 3, 2013	1.F211579	December 3, 2017
THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: December 3, 2017		
CHRISTOPHER WAYNE DELLAGO 15863 97TH DR. N. JUPITER, FL 33478		
 ADAM H. PUTNAM, COMMISSIONER		

**PALM BEACH COUNTY CONTRACTORS  
 CERTIFICATE OF COMPETENCY**

CERTIFICATE # <b>U-20161</b>		EXPIRATION <b>09/30/2015</b>
---------------------------------	---	---------------------------------

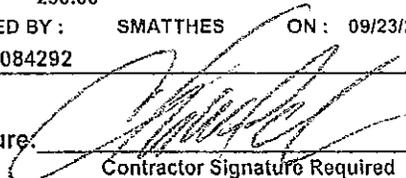
NAME : CHRISTOPHER W DELLAGO  
 FIRM : CHRIS WAYNE & ASSOCIATES INC

DBA :

15863 97TH DR N  
 JUPITER, FL 33478

<b>CERTIFIED CONTRACTOR          IRRIGATION SPRINKLER</b>
---

FEE : 250.00	ISSUED BY : SMATTHES	ON : 09/23/2013
ID #0084292		

Signature:   
 Contractor Signature Required

RICK SCOTT, GOVERNOR

STATE OF FLORIDA

KEN LAWSON, SECRETARY

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF LANDSCAPE ARCHITECTURE

<b>LICENSE NUMBER</b>	
LA8666678	

The LANDSCAPE ARCHITECT  
Named below HAS REGISTERED  
Under the provisions of Chapter 481 FS.  
Expiration date: NOV 30, 2015



DELLAGO, CHRISTOPHER W  
15863 97TH DRIVE NORTH  
JUPITER FL 33478

ISSUED: 12/02/2013 SEG # L1312020001016  
DISPLAY AS REQUIRED BY LAW

RICK SCOTT, GOVERNOR

STATE OF FLORIDA

KEN LAWSON, SECRETARY

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF LANDSCAPE ARCHITECTURE

<b>LICENSE NUMBER</b>	
LC2600243	

The LANDSCAPE ARCHITECT BUSINESS  
Named below HAS REGISTERED  
Under the provisions of Chapter 481 FS.  
Expiration date: NOV 30, 2015



CHRIS WAYNE AND ASSOCIATES  
15863 97TH DRIVE NORTH  
JUPITER FL 33478

ISSUED: 12/02/2013 SEG # L1312020001066  
DISPLAY AS REQUIRED BY LAW



**ANNE M. GANNON**  
CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***  
15863 97TH DR  
JUPITER, FL 33478

*Serving you.*

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0089 LANDSCAPE ARCHITECT	DELLAGO CHRISTOPHER W	LA8666678	U15,265312 - 01/23/15	\$51.25	840123982

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA  
PALM BEACH COUNTY  
2014/2015 LOCAL BUSINESS TAX RECEIPT

**LBTR Number: 200515864**  
**EXPIRES: SEPTEMBER 30, 2015**

CHRIS WAYNE ANS ASSOCIATES INC  
CHRIS WAYNE ANS ASSOCIATES INC  
15863 97TH DR N  
JUPITER, FL 33478-9310



This receipt grants the privilege of engaging in or  
managing any business profession or occupation  
within its jurisdiction and **MUST** be conspicuously  
displayed at the place of business and in such a  
manner as to be open to the view of the public.



**ANNE M. GANNON**  
 CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***  
 15863 97TH DR  
 JUPITER, FL 33478

*Serving you.*

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0099 LANDSCAPE ARCHITECT BUSINESS	DELLAGO CHRISTOPHER W	LC26000243	U15.265312 - 01/23/15	\$51.25	B40123980

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA  
 PALM BEACH COUNTY  
 2014/2015 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 201101100  
 EXPIRES: SEPTEMBER 30, 2015**

CHRIS WAYNE ANS ASSOCIATES INC  
 CHRIS WAYNE ANS ASSOCIATES INC  
 15863 97TH DR N  
 JUPITER, FL 33478-9310



This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



**ANNE M. GANNON**  
 CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***  
 15863 97TH DR  
 JUPITER, FL 33478

*Serving you.*

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0060 IRRIGATION SPRINKLER CONTRACTOR	DELLAGO CHRISTOPHER W	U20181	U15.265312 - 01/23/15	\$44.38	B40123981

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA  
 PALM BEACH COUNTY  
 2014/2015 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200515865  
 EXPIRES: SEPTEMBER 30, 2015**

CHRIS WAYNE ANS ASSOCIATES INC  
 CHRIS WAYNE ANS ASSOCIATES INC  
 15863 97TH DR N  
 JUPITER, FL 33478-9310



This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



**ANNE M. GANNON**  
 CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***  
 15863 97TH DR  
 JUPITER, FL 33478

*Serving you.*

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0027 LANDSCAPING	DELLAGO CHRISTOPHER W		U15.265312 - 01/23/15	\$51.25	B40123979

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA  
 PALM BEACH COUNTY  
 2014/2015 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 201101101  
 EXPIRES: SEPTEMBER 30, 2015**

CHRIS WAYNE ANS ASSOCIATES INC  
 CHRIS WAYNE ANS ASSOCIATES INC  
 15863 97TH DR N  
 JUPITER, FL 33478-9310



This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

# INCLUDE PROOF OF EXISTING INSURANCE



## CERTIFICATE OF LIABILITY INSURANCE

CHRIS-6      OP ID: JH

DATE (MM/DD/YYYY)  
10/31/2014

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Ryan Insurance & Financial Svc 302 W New York Avenue Deland, FL 32720 Rodney Silver	<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C, No., EXT):</b> 386-738-2000 <b>FAX (A/C, No.):</b> 386-738-2053 <b>EMAIL ADDRESS:</b> Certificates@Seanryaninsurance.com														
<b>INSURED</b> Chris Wayne & Associates 15863 97th Drive N Jupiter, FL 33478-9310	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Star Insurance Company</td> <td style="text-align: center;">18023</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Star Insurance Company	18023	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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

INSUR LTR	TYPE OF INSURANCE	ADDL INSR (INSR, LWD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED.    RETENTION					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe in use: DESCRIPTION OF OPERATIONS below	Y/N    N/A	WC 0834592 00	10/31/2014	10/31/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$            100,000 E.L. DISEASE - EA EMPLOYEE \$    100,000 E.L. DISEASE - POLICY LIMIT \$    500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# CERTIFICATE OF LIABILITY INSURANCE

CHRIS-5 OP ID: CT

DATE (MM/DD/YYYY)  
10/23/2014

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

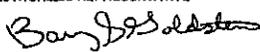
<b>PRODUCER</b> INNOVATIVE INSURANCE CONSULTANTS, INC. 5461 UNIVERSITY DRIVE, #103 CORAL SPRINGS, FL 33067 BARRY S. GOLDSTEIN	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: WESTERN WORLD INS CO - RPS</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: WESTERN WORLD INS CO - RPS		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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<b>INSURED</b> CHRIS WAYNE AND ASSOCIATES INC 15863 97TH DR N JUPITER, FL 33478															

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> VIC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**CERTIFICATE HOLDER ALSO KNOWN AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY.**

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
	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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ACORD 25 (2010/05)

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**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

State of Florida  
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared Gardner Timothy Williams  
Who, after being my me first duly sworn, deposed and says of his/her personal knowledge that:

- (1) He is President of Chris Wayne and Associates, Inc., the Bidder  
That has submitted a proposal to perform work for the following project:  
  
Contract (Bid) # 102-2015 Project Name: Landscape Maintenance
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting the Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or process in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Town of Lake Park or Lake Park CRA 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 affidavit.

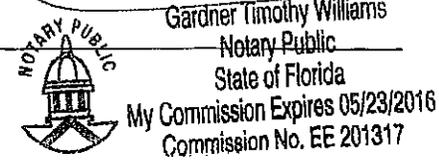
  
\_\_\_\_\_  
Signature

Subscribed and sworn to (or affirmed) before me this 12 day of May, 2015, by  
Chris Dillane, who is personally known to me or who has produced PC/PC  
\_\_\_\_\_ as identification.

NOTARY SEAL

Notary Signature: \_\_\_\_\_

Notary Name: Gardner Timothy Williams  
Notary Public

  
State of Florida  
My Commission Expires 05/23/2016  
Commission No. EE 201317

**SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA  
STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

Before me, the undersigned authority, personally appeared Gardner Timothy Williams, who, being by me first duly sworn, made the following statements:

1. The business address of 15863 97<sup>th</sup> Drive North, Jupiter, FL 33478 (name of bidder or contractor) is Chris Dellago, RLA

2. My relationship to Chris Wayne and Associates, Inc. (name of bidder or contractor) is President (relationship such as sole proprietor, partner, president, vice president, etc.)

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

Signature/Date (undersigned authority)

Sworn to and subscribed before me in the state of Florida and

county of Volusia

on the 12<sup>th</sup> day of May, 2015.

Notary Public

My commission expires:



Gardner Timothy Williams  
Notary Public  
State of Florida  
My Commission Expires 05/23/2016  
Commission No. EE 201317

(Affix seal)

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared, Gardner Timothy Williams who, after being by me first duly sworn, deposes and says:

(1) I am Chris Dellago of Chris Wayne and Associates, Inc. the bidder that has submitted a proposal to perform work for the following project:

Contract # 102-2015 Project name: Landscape Maintenance

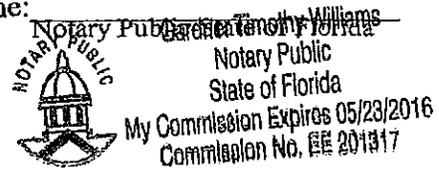
(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of the Town of Lake Park as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

[Handwritten Signature]  
Signature

Subscribed and sworn to (or affirmed) before me this 12<sup>th</sup> day of May 2015  
by Christopher Dellago, who is personally known to me or who has produced PC/DC as identification.

NOTARY SEAL:

Notary Signature: [Handwritten Signature]  
Notary Name: Gardner Timothy Williams



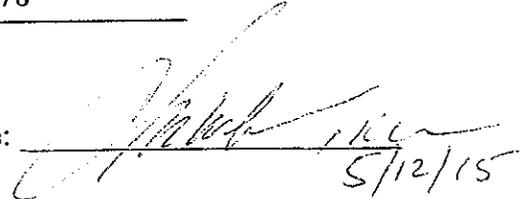
**CERTIFICATION OF NON-SEGREGATED FACILITIES**

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he,/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001. Project

Name: Chris Wayne and Associates, Inc. Company Name

and Address: 15863 97<sup>th</sup> Drive North, Jupiter, FL 33478

Signature:  5/12/15

Name & Title: Chris Dellago, RLA / President

**TOWN OF LAKE PARK  
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida will be accepting sealed bids for:

**LANDSCAPE MAINTENANCE SERVICES  
Bid 102-2015 Contracts "A" & "B"**

**CONTRACT "A"  
LAKE PARK COMMUNITY REDEVELOPMENT AGENCY  
DOWNTOWN LANDSCAPE MAINTENANCE**

**CONTRACT "B"  
TOWN OF LAKE PARK  
LAKE PARK HARBOR MARINA LANDSCAPE MAINTENANCE**

The work of Contract "A" shall generally consist of mowing, edging, mulching, maintenance of turf, ground cover, hedge and tree trimming, fertilization, pest control, periodic sod and plant replacement, irrigation system maintenance, including debris collection and disposal, all within the public right-of-ways of Park Avenue, 10<sup>th</sup> Street and alleyways in the Lake Park CRA.

The work of Contract "B" shall generally consist of mowing, edging, mulching, maintenance of turf, ground cover, hedges and tree trimming, fertilization, pest control, periodic sod and plant replacement, irrigation system maintenance, including debris collection and removal at the Lake Park Harbor Marina for the Town of Lake Park.

The company selected to perform the landscape maintenance services must employ an in-house landscape architect (state registered) or arborist and employ in-house a person holding GI-BMP certificate for commercial fertilizer application.

Each contract will be for a term of three (3) years with the option of two one-year extensions.

If the Town and CRA choose to award a contract, each contract will be awarded to the lowest responsive and responsible bidder based on the base bid and selected alternates or in the opinion of the Town and CRA to the company whose bid is most advantageous, and provides the best value.

Sealed bids for each contract will be received in triplicate by the Town Clerk until 11:00 a.m., on May 13, 2015, at the Town of Lake Park, Town Hall located at 535 Park Avenue, Lake Park, Florida, 33403. Bids received after this time will be returned unopened.

**Project Documents**

Bid documents may be obtained by calling the Town Clerk at (561) 881-3311, 8:30 a.m. -- 5:00 p.m., Monday--Friday, upon payment of a \$20.00 non-refundable fee, for each bid set.

Bids shall be submitted on the form(s) provided.

#### Pre-Bid Conference

A Mandatory Pre-Bid Conference is scheduled for 11:00 a.m., April 29, 2015, in the Town Hall Commission Chambers, Lake Park, Florida.

#### Bid Documents

Envelope containing bid must be sealed and be clearly marked, "Landscape Maintenance, Bid No. 102-2015 Contract "A" and/or "B", due 11:00 a.m., May 13, 2015".

All bid prices shall be guaranteed firm for a minimum of 90 calendar days after the submission of the bid. No bidder may withdraw his bid within 90 calendar days after the bid opening date.

Bid security in the form of a Bid Bond acceptable to the Town or Cashier's Check made payable to the "Town of Lake Park" in an amount equal to five percent (5%) of the bid, will be required.

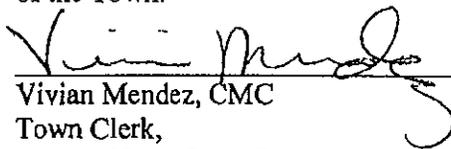
Bids will be opened and read aloud in the Town of Lake Park Commission Chambers at 11:00 a.m. on May 13, 2015. Award of contract for Contract "A" will be made at a CRA Board meeting. Award of contract for Contract "B" will be made at a Town Commission meeting.

All bidders/proposers are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid or requests for proposal, and that any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All bidders/proposers are advised that the Town will not supply or sell materials to bidders/proposers in connection with submission or preparation of bids, or any other matter, including but not limited to envelopes, labels or tape.

Bidders/proposers shall demonstrate successful performance of projects of a similar magnitude, scope, value and trade as this project.

The Lake Park CRA Board and Town Commission of the Town of Lake Park reserve the right to reject any and all bids, to waive any informality in a bid and to make awards in the best interests of the Town.

  
Vivian Mendez, CMC  
Town Clerk,  
Town of Lake Park, Florida

Publish: Palm Beach Post      April 12, 2015

## BIDDERS UNDERSTANDING

### MANDATORY REQUIREMENTS:

- All bids, to include any Addenda or acknowledgement of Addenda, must be sealed, and mailed or delivered to the office of the Town Clerk, at 535 Park Avenue, Lake Park, Florida, 33403. Please note, no fax, email, or phone bids will be accepted.
- All sealed bids must have the following information plainly marked on the outside of the envelope or package:  
**LANDSCAPE MAINTENANCE**  
**Bid No. 102-2015 Contract "A" and/or "B"**  
**Due 11:00 a.m. May 13, 2015**  
**Attn: TOWN CLERK**

- **MANDATORY PRE-BID CONFERENCE:**  
There is a **MANDATORY** pre-bid conference scheduled for this project, to be held at 11:00 a.m. on April 29, 2015 at the Town Hall Commission Chambers, Lake Park, Florida. Town representatives will provide an overview of the project and bid documents. The purpose of the pre-bid conference is to answer questions, and to clarify any inconsistencies. All companies wishing to submit bids are **REQUIRED** to attend or be represented at the pre-bid meeting to glean additional information about the project, and to insure any clarifications are given and questions are answered. Prior to the pre-bid meeting, interested companies are encouraged to inspect the site, familiarize themselves with the requirements, and to insure all items affecting the bidding/costing of the project are considered.

### PURPOSE OF BID

The sole purpose of the two bids is to provide for the **LANDSCAPE MAINTENANCE Services** as described in the Scope of Work section of this solicitation.

No Bid may be withdrawn for a period of ninety (90) days after the scheduled closing for the receipt of bids.

### DELIVERY

Delivery of all products and services shall be F.O.B. Destination. All charges for freight and delivery shall be included in the bid price. All products and services must be delivered as bid. Any required return of products delivered in error or in a condition not conducive to the requirements of the project or suitable to the Town, shall be done so at no cost to the Town and shall not delay the execution of the contract requirements. It is agreed by the Bidder that by signing and delivering its bid, it is accepting the terms, conditions and specifications contained in the Invitation for Bid. Upon contract award, the Town prepare Contract "A" and Contract "B", each of which will include the Contract Agreement Form for signature, which represents the agreement between the parties, and the precedence of terms, if a conflict exists.

- Fully executed Contract Agreement Form
- Providing the Town of Lake Park with proof of proper licensure to perform this work, and properly registering as a vendor (if not already registered)
- Receipt of a Town Purchase Order, referencing the project
- Notice to Proceed (NTP) issued from the Town (issuance of a Purchase Order will Serve as the NTP unless otherwise agreed.

### **REQUIRED SUBMITTAL ITEMS**

**By signing the Bid Form, Contractor accepts all the terms and conditions which are expressed in this solicitation. Contractor is required to submit the following:**

**ONE (1) ORIGINAL and Two (2) COPIES of the following documents:**

- All Addenda (signed and/or acknowledged on Bid Form)
- Bid Form (signed)
- Schedule of Bid Items
- Clarifications/Exceptions Form
- Subcontractor Form
- Drug-Free Workplace Form (signed)
- References Form
- Proof of proper licensing - applicable licensing to perform the required services. If a license is not required for the ordered services, please provide a valid Occupational License/Business Tax Receipt, issued to the contractor, for this type of service.
- \*Proof of existing insurance in accordance with this solicitation (outlined in the Contract Agreement Information Insurance Section)
- Noncollusion Affidavit of Prime Bidder
- Public Entity Crimes Affidavit
- Anti-kickback Affidavit
- Certification of Nonsegregated Facilities

*\*Please Note that in addition to the proof of insurability required above, a project-specific Certificate of Insurance, reflecting the minimum levels of insurance coverage outlined herein, will be required of the awarded contractor, prior to commencing work.*

End of Bidders Understanding

## INSTRUCTIONS TO BIDDERS

### 1. BIDDER'S UNDERSTANDING (Additional)

Bidders shall visit the work site to ascertain by inspection pertinent local conditions. They must also carefully examine all plans, specifications, terms, and conditions prior to submitting bids on the work to be completed. Failure to familiarize one-self with the site conditions will in no way relieve the Bidder from responsibility in fulfilling the contract.

The attention of Bidders is called to the necessity of being familiar with the various Federal, State and Local laws affecting the prosecution of the work.

The "Town", "Town of Lake Park", "Lake Park CRA" and "CRA" are also referred to as "Owner"

### 2. BOND REQUIREMENTS:

**Bid Bond:** Bids in excess of \$25,000 will require that a surety bond be submitted with the bid in the amount equal to five percent (5%) of the bid total. The Owner's accept, as fulfillment of this requirement, a cashier's check or money order made out to Town of Lake Park or Lake Park CRA (referencing the project), or a construction bond. The bid bond must be a valid construction bid bond, reflecting the project name, the Obligee (The TOWN OF LAKE PARK) or (Lake Park CRA), the Principal (Bidder), and the Surety (bonding company or firm). It must be accompanied by a valid Power of Attorney, reflecting the true and lawful Attorney(s)-in-Fact, authorized/appointed to execute, seal and acknowledge on behalf of the Surety, all bonds, undertakings, contract and other written instruments in the nature thereof, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**Performance and Payment Bond:** Not Required.

### 3. PREPARATION OF BIDS

- A. Bids shall be submitted in triplicate, one ORIGINAL and TWO copies, on the form(s) provided, and must be signed by the Bidder or his/her authorized representative.

Bids will be completed in ink (preferably typed), and signed in BLUE ink by an officer and/or owner of the business possessing the required authority. The bid will include all information requested. Should any information requested not be provided or if the bid should be received unsigned on the bidding sheet ('BID FORM'), it will be considered non-responsive and subject to rejection.

Any corrections made to entries on any bid form(s) shall be initialed where changed by the person signing the bid in BLUE ink.

- B. Bidders must quote on all items appearing on the bid form(s) unless specific directions in the advertisement, on the bid form(s), or the specific provisions allow

for partial bids. Failure to quote on all items may disqualify the bid. When quotations on all items are not required, Bidders shall insert the words 'No Bid' where appropriate.

- C. A complete list of all subcontractors to be used for this project shall be submitted with the proposal. These subcontractors shall not be changed after the opening of bids without the written approval of the respective Owner. The Owners reserve the right to reject any subcontractor and require replacement with an approved subcontractor.

4. **BIDDERS SUBMITTING MORE THAN ONE BID**

Multiple bids submitted by a single Bidder shall not be accepted, unless said additional bids are identified as 'Alternates'. The Town may accept or reject 'Alternate' bids, in its best interest. Please annotate the words: **ALTERNATE BID** on the sealed envelope which contains the alternate bid. If multiple bids from the same Bidder are received and there is no distinguishing markings indicating which the "alternate" bid is, then the first bid opened will be considered as the main bid.

This provision shall NOT prohibit subcontractors or suppliers from submitting quotes to several potential Bidders.

5. **REJECTION OF BIDS**

The Town and CRA reserve the right to reject any and all bids. Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditional or unauthorized alternate bids, or irregularities of any kind. Additionally, if the Invitation for Bid calls for unit prices, the bid may be rejected if the unit prices reflected on the Bid Form are in excess of or below the reasonable cost analysis values, or if lump sum, bids may be rejected which are significantly greater or lesser than the engineering estimate for the project. The owner(s) reserves the right to waive any informality in bids, at its discretion.

6. **AWARD OF CONTRACT (Anticipated July 1, 2015)**

- A. If the Owner chooses to award a contract, it will be to the lowest responsive and responsible Bidder, or in the opinion of the Owner, to the company whose bid is most advantageous, and provides the best value. The TOWN OF LAKE PARK and /or CRA reserve the right to take into consideration the financial responsibility of the Bidder, proven skill, experience, adequacy of personnel and equipment and facilities, previous satisfactory performance, current and projected workload and other factors which may have a direct effect on the completion of the project.
- B. In case of error in the extension of prices, if unit prices are called for in the bid, the unit bid price shall govern.

- C. If a recommendation of award is made, and the recommended company is unable to provide the required insurance or any other contract document, or if the recommended company fails in the determination of the respective Owner, to work in good faith toward expeditiously meeting the Owner's pre-construction requirements, then the Owner reserves the right to cancel the recommendation, and recommend the next-lowest Bidder, or that Bidder, which in the sole determination of the Owner, offers the Owner the next-best value and/or the most advantageous opportunity to construct the project.

**7. EQUAL OPPORTUNITY/MINORITY AND WOMEN BUSINESS ENTERPRIZE**

- A. The Town and CRA shall use its best efforts to ensure that minority and women businesses shall have an equitable opportunity to participate in the procurement process and that no business shall be excluded from participation in, denied benefits of, or be otherwise discriminated against in connection with the award and performance of any contract with the Town or CRA because of race, color, religion, national origin, age, sexual orientation, gender, marital status, handicap or physical impairment.
- B. This division shall be read consistently with the Florida Civil Rights Act, F.S. Ch. 760, and shall not repeal existing or subsequently enacted Town minority/women business enterprise ordinances.

**8. BID PREFERENCES**

The Town and CRA provide one of the following bid preferences:

- (1) To local merchants that are within five percent of the lowest bid submitted; or
- (2) To certified minority business enterprises or women business enterprises that are within five percent of the lowest bid submitted.

**9. CONFLICT OF INTEREST**

The standards of conduct for public officers and employees as set forth in the Palm Beach County Code of Ethics and the Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees F.S. 112.303 Part III are incorporated herein by reference as if fully set forth herein.

**10. GUARANTEE**

Bidder guarantees that it will use only technically qualified individuals in the performance of this contract, and will perform the services in a workmanlike manner. Further, Bidder certifies that it is legally able of offer, technically qualified to perform, and properly licensed to provide the required services to a Florida municipality. Bidder certifies that it's insurance carrier, as reflected on any certificates of insurance submitted with its bid, or subsequent to recommendation of award, is legally able to provide such insurance in the State of Florida, and that the insurance covers the work requested and performed.

11. **RETURN OF BID SECURITY:**

Upon request, bid bonds will be returned to those Bidders which were not awarded a contract as the result of this opportunity. Bid Surety's provided by virtue of a cashier's check, money order, or cash, shall be available for pickup by all Bidders, with the exception of the recommended Bidder, within five (5) business days after the posted Recommendation of Awarded. If the recommended Bidder's surety is provided in the form of a cashier's check, money order or cash, it will be returned upon the Contract Agreement document being fully executed.

12. **EXECUTION OF CONTRACT**

The Contract Agreement Form shall be signed by the Contractor and certificate of insurance furnished within fourteen (14) days after receipt of Notice of Recommendation of Award. In case of failure on the part of the Contractor to comply as required, award may then be made to the next lowest responsible and responsive Bidder, or the work may be re-solicited, at the Town's and/or CRA's option.

13. **SUBLETTING OR ASSIGNING CONTRACT**

All awards will be made with the understanding that the work will be performed by the Contractor to whom the award is made, with the assistance of workmen under its immediate superintendence, and the contract shall not be sublet to another contractor except with the prior written consent of the TOWN OF LAKE PARK. In no event will the Contractor be released from responsibility.

14. **POWER OF ATTORNEY:**

Attorney-in-fact who signs Bid Bonds or Contract Bonds must file with such bond a certified copy of their Power of Attorney to sign such bonds.

15. **ADDENDA -- CHANGES WHILE BIDDING**

**It is the responsibility of all Bidders to ascertain whether addenda have been issued pertinent to this Invitation for Bid by contacting the Town of Lake Park TOWN CLERK (561) 881-3311, prior to the bid submittal deadline. Failure to acknowledge all Addenda may result in rejection of your bid as non-responsive.**

No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any Bidder orally. Every request for such interpretation should be in writing (email preferred) and must be received by the Town Clerk at least five (5) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed or faxed, or transmitted via email, to all companies known to have received a copy of the Invitation for Bid. Failure of any Bidder to receive any such addendum shall not relieve any Bidder from any obligations under his bid as submitted. All addenda so issued shall become part of the original bid document.

Questions pertaining to the specifications and/or any issues relating to the bid should not be directed to any department other than that of the Town Clerk. Should the Bidder acquire information from any source other than the Town Clerk and decide to use that information in the bid response, the Bidder does so at its own risk.

16. DAVIS/BACON ACT: NOT APPLICABLE

17. PROTESTED SOLICITATIONS AND AWARDS

(a) *Right to protest.* Any actual, or prospective, bidder or proposer that is allegedly aggrieved in connection with the solicitation or pending award of a contract may protest to the Town's Finance Director.

(b) *Notice*

(1) A written notice (e.g., letter, etc.) that a bid protest will be filed must be submitted to the office of the Finance Director no later than 5:00 p.m. Eastern Time, three business days from the time of initial posting of notice of intent to award. The notice of bid protest must be in writing, and must identify the protestant and the solicitation involved, and shall include a factual summary of the basis of the protest.

(2) The formal written protest must then be filed at the office of the Finance Director no later than 5:00 p.m. Eastern Time, within five business days after the date of filing the notice of bid protest. The formal written bid protest shall contain at a minimum the following information:

- a. Identification of the name, address and contact information of the protestant and the solicitation involved;
- b. A clear, brief, statement of the facts, legal arguments and other grounds on which the protest is based;
- and
- c. Identification of any applicable statutes, or ordinance(s), or other legal authority(ies) which the protestant deems applicable to the solicitation involved;
- d. A clear statement, in writing, of the specific nature of the relief requested by protestant.
- e. Any additional written or physical materials, objects, statements, and arguments, which the protestant deems relevant to the issues raised in the request for review.

The protestant shall mail a copy of the notice of protest and the formal written protest to the Finance Director, and shall provide the town manager with evidence of such mailing.

(3) The formal written protest is considered filed with the town when it is received by the Finance Director and is not timely filed unless it is received by the Finance Director within the times specified above. Failure to file a written notice of bid protest and subsequent formal written protest within the time period specified shall result in relinquishment of all rights of protest by the vendor and abrogation of any further bid protest proceedings.

(4) These protest procedures shall be the sole remedy for challenging an award of bid or proposal. Bidders and proposers are prohibited from attempts to influence, persuade or promote through any other channels or means. Such attempts shall be cause for suspension in accordance with subsection 2-253(a).

(c) *Authority to resolve.* The Finance Director shall attempt to resolve the protest in a fair and equitable manner, and shall render a written decision within 10 business days to the protestant. The protestant may appeal such decision, in writing to the Finance Director within five business days of the date of the written decision, whereby a protest committee, comprised of the Finance Director, Town Manager, Town Attorney, and the department director of the originating department, shall have the authority to settle and resolve the protest.

(d) *Proceedings.* The Finance Director shall serve as the presiding officer of the protest committee in a nonvoting capacity. The town clerk shall give reasonable notice to all substantially affected persons or businesses prior to the date scheduled to consider the appeal of the protest.

(1) At or prior to the protest proceeding, the protestant may submit any written or physical materials, objects, statements, affidavits, and arguments which the protestant deems relevant to the issues raised.

(2) In the proceeding, the protestant, or its representative or counsel, may also make an oral presentation of the evidence and arguments. However, neither direct nor cross examination of witnesses will be permitted, although the presiding officer and other protest committee members may make whatever inquiries deemed pertinent to a determination of the protest.

(3) The judicial rules of evidence shall not apply and the protest committee shall base its decision on such information adduced in the course of the proceeding upon which reasonable prudent persons rely in the conduct of their affairs.

(4) A quorum of the committee consists of a majority of protest committee members. A decision shall be rendered by a majority vote of the committee members in attendance.

(5) If it is deemed that the solicitation or award is in violation of law or the procedures outlined in this resolution, the solicitation or award shall be cancelled or revised.

(6) If it is determined that the solicitation or award should be upheld, the Finance Director shall promptly issue a decision on behalf of the protest committee in writing stating the reason for the action with a copy furnished to the protestant and all substantially affected persons or businesses. The decision shall be final and conclusive as to the town. Any party may arrange for the proceedings to be stenographically recorded, and shall bear the expense of such recording. The proceedings shall be open to the general public.

(e) *Stay of procurement during protests.* In the event of a timely protest, the Finance Director shall not proceed further with the solicitation or with the pending award of the contract until the Finance Director, with the advice of the town attorney and after consultation with the department director of the originating department makes a determination that the award of the contract without delay is necessary to protect substantial interests of the town.

(f) *Reservation of powers to settle actions pending before the courts.* Nothing in this section is intended to affect the existing powers of the town commission to settle actions pending before the courts.

(g) *Damages.* In the event that a court of competent jurisdiction upholds the protestant's claim, the court awarded damages on behalf of the protestant shall be solely limited to bid/proposal preparation costs.

**18. FEDERAL AND STATE TAX**

The TOWN OF LAKE PARK and Lake Park CRA is exempt from sales tax. Upon request, the authorized agent of the Town will provide an exemption certificate to the successful Bidder. Vendors or contractors doing business with the TOWN OF LAKE PARK and/or CRA shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall any vendor/contractor be authorized to use the Town's Tax Exemption Number in securing such materials.

**19. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**

If awarded a contract, the successful Bidder may offer to perform the same or similar work for other governmental agencies within the State of Florida ('piggyback' of contract), should the Bidder deem it is in its best interest to do so.

**20. 'DRUG FREE WORKPLACE CERTIFICATION'**

In compliance with Florida Statute (Section 287.087), the attached 'Drug Free Workplace Certification' form must be fully executed and submitted with all bids. Firms which indicate participation in a 'Drug Free Workplace' program will receive preference in the event of a tie bid.

**21. FLORIDA STATUTES, SECTION 287.133, PARAGRAPH (2)(a):  
('PUBLIC ENTITY CRIMES')**

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

Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.'

22. **ANTI-KICKBACK AFFIDAVIT**

The attached anti-kickback affidavit must be fully executed and submitted. It confirms that no portion of the sum bid in connection with the work to be performed will be paid to any employee of the Town of Lake Park or CRA as a commission, kickback, reward or gift, directly or indirectly by any member of the vendor's firm or by an officer of the corporation.

23. **'CERTIFICATION OF NONSEGREGATED FACILITIES'**  
**(Office of Federal Contract Compliance Programs (OFCCP), Executive Order 11246, As Amended; Equal Employment Opportunity)**

SEC. 202,... all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. The contractor will comply will all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulation, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contract in accordance with authorized procedures.

23. **INSPECTION AND TESTS (NA)**

24. **SUSPENSION AND DEBARMENT**

(a) *Suspension.* A vendor may be suspended for a period not to exceed two years as determined by the Finance Director based upon the following:

(1) Vendor defaults or fails to fully comply with the conditions, specifications, Town;

(2) Vendor commits any fraud or misrepresentation or provides false information in connection with a bid, quotation proposal or contract with the Town;

(3) Vendor is charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

(4) Vendor is charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a town government contractor. If charges are dismissed or the

vendor found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to town;

(5) Vendor becomes insolvent, has proceedings in bankruptcy instituted against it, or compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property;

(6) Vendor violates the ethical standards set forth in local, state, or federal law;

(7) Vendor fails to comply with the minority or women business enterprise participation or minority or women business enterprise requirements of an awarded contract; or

(8) Any other cause the Finance Director determines to be so serious and compelling as to materially and adversely affect responsibility of a business to perform as a town government contractor, including but not limited to suspension by another governmental entity for substantial cause.

(b) *Debarment.* A vendor may be permanently debarred for the following:

(1) Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal or contract with the town twice in any three-year period.

(2) Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the vendor's commercial enterprise stated in subsections (b)(3) and (b)(4) of this section. If the conviction or judgment is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the vendor to the Town.

(3) Placement of the vendor or its subcontractor(s) on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six months from the date of submittal of the bid or proposal.

(c) *Decision.* After the Finance Director has determined there is cause to suspend or debar a vendor, the Finance Director shall notify the vendor in writing of the debarment or the period of suspension and the reasons for the action taken.

(d) *Finality of decision.* The suspension or debarment shall be final and conclusive unless the suspended or debarred vendor initiates protest proceedings pursuant to Section 2-252 within 21 days after the date of notification.

25. **LIQUIDATED DAMAGES:** Not Applicable

26. **CONTRACT TERM**

Each contract will be for a term of three (3) years with the option of two one-year extensions.

27. **PAYMENT**

In keeping with Florida Statute 218.735, payment for an accurate and accepted application for payment on a construction contract is due *20 days after it is stamped as "received" by the Town*. If an "Agent", meaning a professional service company under contract to the Town to provide construction-phase services in support of the project is engaged, then payment is due the contractor within twenty five (25) days of being stamped as "received" by the Agent. Application(s) for payment should be sent to the Project Manager, Richard Pittman, located at 650 Old Dixie Highway, Lake Park, FL 33403, who will insure that each application for payment is reviewed for accuracy, and then authorize the payment of the invoice, or the return of an unacceptable invoice. Applications for payments prior to the final payment application shall show 10% retainage of the total value of the work complete.

28. **APPROVAL OF ACCOUNTING SYSTEM**

Except with respect to firm fixed-price contracts, no contract type shall be used unless the Town has determined in writing that:

- 1) The proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated; and
- 2) The proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles.

25. **RIGHT TO INSPECT**

The Town and/or CRA may, at reasonable times, inspect any part of the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of any contract awarded or to be awarded by the Town and/or CRA

26. **RIGHT TO AUDIT RECORDS**

- 1) **Audit of Cost or Pricing Data:** The Town may, at reasonable times and places audit the books, documents, papers and records of any contractor who has submitted cost or pricing data to the extent that such books, documents, papers and records are pertinent to such cost or pricing data. Any person who receives a contract, change order or contract modifications for which cost or pricing data is required, shall maintain such books, documents, papers and records that pertinent to such costs or pricing data for three (3) years from the date of the final payment under the contract.
- 2) **Contract Audit:** The Town shall be entitled to audit the books, documents, papers and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers and records are pertinent to the performance of such contract or subcontract. Such books, documents, papers and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract.

- 3) Contractor Records: If a contract is being funded in whole or in part by assistance from a Federal agency, then the contract shall include provisions requiring the contractor and subcontractor at any tier to maintain for three (3) years from the date of final payment under the contract all books, documents, papers and records pertinent to the contract; and requiring the contractor and subcontractor, at any tier, to provide to the Town, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers and records for the purposes of examining, auditing and copying them.

27. **ADDITIONAL INFORMATION** Requests for additional information should be referred to Vivian Mendez, CMC, Town Clerk, at (561)881-3311.

End of Instructions to Bidders

## CONTRACT AGREEMENT INFORMATION

### 1. FORM

The page attached at the end of this section demonstrates the Agreement to be executed between the Town and/or CRA and the Contractor for this project. This Agreement formally incorporates the bid document and the Contractor's bid into the Construction Contract.

### 2. GENERAL CONDITIONS

'STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT' prepared by the Engineers' Joint Contract Documents Committee, Latest Edition, shall provide the general guidance in the execution of this contract.

### 3. SUPPLEMENTARY GENERAL CONDITIONS

The following conditions modify or are in addition to the 'General Conditions' noted in #2 above. Where any portion of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions shall remain in effect.

### 4. PRELIMINARY MATTERS

#### **BEFORE STARTING CONSTRUCTION:**

The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved shop drawings or Product Data for such portion of the Work.

#### **INSURANCE REQUIREMENTS**

##### **CONTRACTOR'S INSURANCE:**

Contractor shall not commence work or make deliveries to the project site until satisfactory proof of insurance coverage ('Certificate of Insurance') is provided to the Town and/or CRA (Owner). Certificate of Insurance shall be submitted to Owner within fourteen (14) days of contract award notification (see INSTRUCTIONS TO BIDDERS, paragraph 9).

The limits of liability for the insurance required shall provide coverage for not less than the following amounts:

- |                           |             |
|---------------------------|-------------|
| A. Worker's Compensation: |             |
| 1. State                  | Statutory   |
| 2. Employer's Liability   | \$1,000,000 |

- a) Disease-policy \$1,000,000
- b) Disease-each employee \$1,000,000

B. Commercial General Liability:  
 (Including Premises -- Operations: XCU, Products- Completed Operations, Personal & Advertising Injury; Contractual Liability; Contractor's Protective; Broad Form Property Damage)

1. Bodily Injury and Property Damage, Combined Limit

- Each Occurrence \$1,000,000.
- Annual Aggregate per job/contract \$2,000,000.

C. Business Automobile Liability: (Any-auto, including hired and non-owned auto):

- 1. Each Occurrence \$1,000,000
- 2. Combined single limit for bodily injury and property damage \$1,000,000

The Town and/or CRA shall be included as an additional named insured under the general liability and automobile liability policies and a waiver of subrogation against the Town and/or CRA shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the term of the contract and any extensions thereof. A current certificate of insurance issued not more than 30 calendar days prior to the submission of the bid documents demonstrating the required coverages shall be submitted with the proposer or vendor's bid documents. There shall be a 30 day notification to the Town and/or CRA in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the contractor to ensure that all subcontractors are adequately insured or covered under their policies.

All certificates of insurance shall be subject to the Town's or CRA's verification and approval as part of the Owner's evaluation of the bid or proposal. The Owner may require the contractor or vendor to provide a complete certified copy of the insurance policy(ies). If the contractor or vendor includes the installation of machinery and/or equipment into an existing structure, the comprehensive general liability policy must include an endorsement of covering same, including installation and transit.

The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability B+ to A+.

All required insurance shall preclude any underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

Violation of the terms of such insurance requirements shall constitute a material breach of the contract by the contractor and the Town, at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

No work shall commence until the Town has received and approved certificates of insurance, including copies of the policy endorsements reflecting the additional insured, cancellation, and primary coverage terms. The certificate(s) shall also reference the Project Name/Title to which the certificate applies.

### **CONTRACTOR'S RESPONSIBILITIES**

The Contract Documents are intended to communicate the concept and scope of the work. The Contractor shall be responsible for the coordination and execution of all aspects of the scope of work.

### **PERFORMANCE AND PAYMENT BONDS : Not Applicable**

### **HOLD HARMLESS AND INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the Town and/or CRA, its employees, agents and servants against any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly. The Town of Lake Park/Lake Park CRA shall be named as an additional insured on the Certificate of Insurance.

If the Town defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the Town for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

### **CONTRACT TERMS**

The contract shall include, but not be limited to, the following:

- A) All terms, conditions, plans, and specifications of this bid.
- B) Twelve month estimated cost for the project, as well as a schedule of bid item prices, and/or as indicated on the bid form, for all goods/services required of this project, or for those applied to additional work above and beyond the original scope.
- C) Bidder agrees that terms of the contract shall provide that the Town retains ownership rights to all documents prepared by the Contractor during the course of the contract. These documents shall become 'Public Record'.

**WAIVER**

It is agreed that no waiver or modification of this contract or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

**SURVIVORSHIP OF BENEFITS**

This contract shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors and assigns.

**ENTIRE AGREEMENT**

This contract (consisting of the bid, any Addenda, contractor's bid, and Contract Agreement Form) states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations, and agreements are merged herein or superseded hereby. No alterations, modifications, release, or waiver of this contract or any of the provisions hereof shall be effective unless in writing, executed by the parties. The products/services required of this contract will be officially "ordered" through the issuance of a Purchase Order. **Contractor shall NOT commence work until they have been issued a signed Purchase Order from the TOWN OF LAKE PARK.**

**SEVERABILITY**

If any term or provision of this contract is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

**TERMINATION**

Once the contract has been awarded, it may be terminated by the Town without cause upon providing contractor with at least thirty (30) days prior written notice.

Should either party fail to perform any of its obligations under this contract for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

If the Town elects to terminate for convenience (without cause), or with cause, subsequent to the termination language above, the Town may seek the services of the next-lowest Bidder, or that Bidder which in the sole determination of the Town, offers the Town the most advantageous opportunity to complete the project.

**PERMITS, TAXES, LICENSES**

Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to the business to be carried on under this contract. Currently, there is no requirement for a Notice of Commencement.

**MANNER OF PERFORMANCE**

Contractor agrees to perform its duties and obligations under this contract in a professional and workmanlike manner, in accordance with all applicable local, federal and state laws, rules, and regulations. Contractor agrees that the services provided under this contract shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish the Town with any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Contractor further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Contractor to comply with this paragraph shall constitute a material breach of this contract.

End of Contract Agreement Information

**Contract Agreement**  
AGREEMENT BETWEEN LAKE PARK CRA AND CONTRACTOR  
CONTRACT "A"  
DOWNTOWN LANDSCAPE MAINTENANCE  
TOWN OF LAKE PARK  
TOWN PROJECT #102-2015

Upon execution by both parties, this Agreement shall serve as the Contract between the LAKE PARK COMMUNITY DEVELOPMENT AGENCY ("Owner") and \_\_\_\_\_ ("Contractor") for the delivery of the bid items contained in the aforementioned contractor's bid response to the Town's Project No.102-2015. All terms, conditions, plans and specifications of No.102-2015, any Addenda, and contractor's accepted bid, dated \_\_\_\_\_, 2015 shall apply to this Agreement, and are incorporated herein. In the event of conflict, the terms of the CRA'S bid shall take precedence. The total contract amount shall be \$ \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake Park CRA through its BOARD, signing by and through its Chairman, authorized to execute same by BOARD action on the \_\_\_ day of \_\_\_\_\_, 2015: and \_\_\_\_\_ authorized to execute same.

LAKE PARK CRA, through its BOARD

Attest:

By: \_\_\_\_\_  
James Dubois, Chairman  
\_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Vivian Mendez, CMC, Town Clerk

(Town Seal)

Approved as to form and legality  
For the use of and reliance by the  
Town of Lake Park only:

By: \_\_\_\_\_  
Thomas Baird, CRA Attorney  
\_\_\_\_\_ day of \_\_\_\_\_, 2015

AGREEMENT BETWEEN OWNER AND CONTRACTOR (Cont.)

Contractor:

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name, Title

\_\_\_\_ day of \_\_\_\_\_, 2015

(CORPORATE SEAL)

STATE OF FLORIDA            )  
  ):ss  
COUNTY OF \_\_\_\_\_ )

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2015 by

\_\_\_\_\_ who (check one) [ ] is personally known to me or [ ]  
] has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name of Notary Public

My commission expires:

END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

**Contract Agreement**  
**AGREEMENT BETWEEN TOWN OF LAKE PARK AND CONTRACTOR**  
**CONTRACT "B"**  
**LAKE PARK HARBOR MARINA LANDSCAPE MAINTENANCE**  
**TOWN OF LAKE PARK**  
**TOWN PROJECT #102-2015**

Upon execution by both parties, this Agreement shall serve as the Contract between the TOWN OF LAKE PARK ("Owner") and \_\_\_\_\_ ("Contractor") for the delivery of the bid items contained in the aforementioned contractor's bid response to the Town's Project No. 102-2015. All terms, conditions, plans and specifications of No. 102-2015, any Addenda, and contractor's accepted bid, dated \_\_\_\_\_, 2015 shall apply to this Agreement, and are incorporated herein. In the event of conflict, the terms of the TOWN'S bid shall take precedence. The total contract amount shall be \$ \_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Town of Lake Park through its Commission, signing by and through its Mayor, authorized to execute same by Commission action on the \_\_\_ day of \_\_\_\_\_, 2015; and \_\_\_\_\_ authorized to execute same.

TOWN OF LAKE PARK, through its  
Town Commission

Attest:

By: \_\_\_\_\_  
James Dubois, Mayor  
\_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Vivian Mendez, CMC, Town Clerk

(Town Seal)

Approved as to form and legality  
For the use of and reliance by the  
Town of Lake Park only:

By: \_\_\_\_\_  
Thomas Baird, Town Attorney  
\_\_\_\_\_ day of \_\_\_\_\_, 2015

AGREEMENT BETWEEN OWNER AND CONTRACTOR (Cont.)

Contractor:

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_ day of \_\_\_\_\_, 2015

(CORPORATE SEAL)

STATE OF FLORIDA                    )  
  ):ss  
COUNTY OF \_\_\_\_\_ )

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by

\_\_\_\_\_ who (check one ) [ ] is personally known to me or [ ]  
] has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name of Notary Public

My commission expires:

**BID SPECIFICATIONS FOR  
LAKE PARK HARBOR MARINA  
LANDSCAPE MAINTENANCE CONTRACT**

1. **SCOPE/INTENT:** It is the intent of the Town of Lake Park, Lake Park Harbor Marina to seek bids from qualified bidders in the establishment of an open end agreement for providing **MARINA LANDSCAPE MAINTENANCE SERVICES** in the most cost effective manner while maximizing the quality and level of service.

The Town is seeking qualified landscape companies to provide labor, materials, services, skills, supervision, and necessary tools and equipment to maintain landscaping in accordance with specifications listed in section 1.2.

**1.1 General Requirements**

- 1.1.1 Services are to be performed during the weekday, during daylight hours.
- 1.1.2 Contractor is required to assure that the landscape has a neat and maintained appearance by:  
Mowing all grounds and trimming all edges, maintaining plants by pruning methods according to the attached calendar schedule (**TABLE 1**);  
Removing weeds from grounds which include landscaped areas and ground cover areas.
- 1.1.3 All debris resulting from landscape maintenance operations shall be swept, collected, and disposed of by the contractor, at a location away from the building, as the work progresses.
- 1.1.4 All litter shall be removed from grounds which include: landscape areas, ground cover areas, upon each visit. Large and unusual amounts of debris shall be reported to the Public Works contact as detected.
- 1.1.5 Parking lot perimeters, weeds, and grasses shall be controlled with approved contact herbicide sprays and/or manual weeding as required. (There are no approved herbicide sprays within fifty (50) feet of an open waterway such as the marina basin and the Intracoastal Waterway.
- 1.1.6 All application of pest control or herbicide products must be performed by or under direct supervision of a licensed applicator.
- 1.1.7 Irrigation system will be maintained by the Contractor through irrigation "zone" wet checks every month to ensure the sprinkler system is functioning properly.

**1.2 Specific Requirements**

**1.2.1 Lawn Care Services**

**1.2.1.1 Mowing**

- Mowing shall be performed in accordance to the designated schedule to maintain a neat, clean, green and professional appearance to the Marina.
- Grass areas shall be cut every ten (7) days during June, July, August, and September, and every fourteen (10) days

from October through May. (See TABLE "1" Services Calendar).

- Power lawn mowers of sufficient horsepower will be used for the type of existing grass.
- Mower blades will be kept sharp to provide a quality cut and prevent tearing of grass.
- Various mowing patterns will be utilized for even distribution of grass clippings and to prevent ruts in the ground created by mowing equipment.
- Grass clippings will be kept out of ornamental beds and removed from paved areas and walkways adjacent to the Marina basin. During routine visits the contractor is responsible for removing loose trash and debris from the Marina grounds and grass areas from the property prior to mowing. Clippings and debris on non-grass areas are to be cleared at the end of each mowing. The use of bagging attachments is recommended, but not required.

#### **1.2.2 Edging**

- All paved areas, walkways, plant beds, and trees will be edged at each mowing.
- Edging and trimming along all plant beds, curbs, paved areas, and trees shall be done to keep a neat appearance. All hard edges shall be mechanically edged every mowing to maintain definition of edges.
- Permanent fixtures in the grass areas are to be trimmed with weed eaters to avoid unsightly growth at the base. Care is to be taken at all times when operating around fixtures to prevent damage to them.
- Equipment used for edging and weed eating will have proper safety guards to deflect flying debris.
- Areas around irrigation heads will be trimmed for effective water distribution.
- Edging that cannot be addressed during regular visits due to vehicular obstructions, should be discussed with the Marina Director to achieve a solution.

#### **1.2.3 Debris Removal**

- All areas covered in grass clippings will be vacuumed or collected to maintain neat, clean and professional appearance to the Marina property.
- Catch, rake, or bag all clippings, sweep all sidewalks, parking lots, on every cut.
- Dispose of all debris off site, in accordance with any Federal, State or Local Laws, codes, or Ordinances.

#### **1.2.4 Shrubs, Trees and Other Plantings**

- Will be performed as needed to maintain a neat clean and professional appearance to the Marina property.

- Catch, rake, or bag all clippings, sweep all sidewalks, parking lots, etc. on every cut.
- Dispose of all debris off site, in accordance with any applicable Federal, State or Local laws.

### **1.2.5 Fertilization and Mulching**

- Fertilization will be two (2) times per year in November and April to maintain a neat, clean, green and professional appearance to the Marina Property.
- Fertilizer preference for planter areas shall be 6-6-6, 100% organic with an application of one (1) pound per 1000 square feet.
- Fertilizer preference for grass areas shall be 16-4-8, with an application of one (1) pound per 100 square feet, Vertagreen, Sunnyland, Lescor or equal.
- Application of Fertilizer to be applied to dry grass and then watered immediately.
- All State and Federal regulations must be followed.
- MSDS sheets may be requested by the Palm Beach Fire and Rescue Department.
- Mulch all planter areas/beds two (2) times per year in January and July.
- Mulch in planting beds must be maintained at a minimum depth of (3) inches thick during all seasons of the year.
- All Mulch shall be Grade "A" Cypress Mulch.

### **1.2.6 Insect Control**

- Insecticide will be applied three (3) times per year in October, February, and June. (See **TABLE "1"**) alternating with Dow Dursban 2E, and Diazanone.
- Contractor shall monitor trees and shrubs for signs of disease and insect infestations including the "white fly". If plants or trees are over 12 feet in height, appropriate recommendations for treatment shall be submitted to the Marina Director for treatment. If plants are less than 12' in height, spot treatments are the responsibility of the Contractor.
- In all cases of application, the Marina Director shall be notified prior to application. Non-compliance of adequate pest control will result in contractor being liable for any sod or plant material replacement deemed necessary.
- All application of insecticide/herbicide products must be performed by or under the direct supervision of a licensed applicator in the State of Florida.
- All State and Federal regulations must be followed.
- MSDS sheets may be required by the Palm Beach Fire and Rescue Department.

### 1.2.7 Weed Control

- Pre-emergent weed control, as indicated in **TABLE 1** should be applied twice per year with a well-balanced fertilizer, (Weed and Feed 17-4-6) during November and April to maintain a healthy green color.
- Weeds must be eradicated and removed to present a neat, well maintained appearance at all times. Weeds that cannot be removed by hand should be treated with post-emergence herbicides. Dead or damaged portions of plants shall be removed whenever possible.

### 1.2.8 Irrigation

- Irrigation system is to be maintained in optimal working condition to obtain a green and professional appearance to the Marina property.
- Irrigation "zone" wet checks will be performed every month to ensure sprinkler system is functioning properly.
- The Contractor is responsible for monitoring the water needs of all seasonal color beds and coordinating the appropriate irrigation settings.
- The Contractor shall make provisions to provide watering services up to two times per week for non-irrigated areas such as containers.
- Contractor is responsible for insuring that all local codes, ordinances and other applicable regulations are followed.
- Where applicable, an approved "rust prevention" chemical will be supplied to the irrigation system tank to prevent discoloration of the buildings on the Marina property and walkways.
- Sprinkler heads will be adjusted to properly cover designated watering zones.

## 2. Notification of Grounds Supervisor

2.1 Marina Director Contact, \_\_\_\_\_ phone # (561) 881-3353.

2.2 Reports – All services rendered shall be documented on vendor's landscape service report form and a copy of the report left in the designated drop box at the Marina. An additional copy shall be faxed to the Marina Director at (561) 881-3355. Proper documentation of landscape service will be required for expeditious processing of payments. **All invoices must reflect correct Purchase Order Number.** Work must be performed to the satisfaction of the Marina Director who will inspect work and approve payment.

## 3. Access to Locations

The Contractor will be provided key/access code for locked locations upon approval by the Marina Director or designee.

## 4. Contractor Qualification

4.1 The bidder must provide at least three (3) references prior to award. (See Attachment \_\_\_\_)

**Bidder must have at least TWO YEARS experience in this type of work.**

Valid insurance certificate must be kept on file with the Town of Lake Park at all times.

- 4.2. The town of Lake Park must be able to verify professional references and visibly inspect like work for properties equal to the size of the Marina property. We require an updated phone number, fax number and e-mail address to ensure good communication. The Town of Lake Park reserves the right to remove any contractor from the Marina JOBSITE due to non-compliance of any specifications in the contract.

**5. Sprinkler Repairs**

The sprinkler system is to be checked immediately after each mowing for any damages, which shall be repaired by Contractor at Contractor's expense. Sprinkler damages must be repaired within three (3) working days. Failure to repair damaged sprinkler systems will result in non-compliance of the specifications of the contract.

**6. Other Damages**

Any other damages caused by the Contractor such as but not limited to the structures, fences, ornaments, windows, damaged by the Contractor's employees are to be replaced or repaired by the contractor to the satisfaction of the Town of Lake Park at no cost within five (5) working days. It shall be the responsibility of the contractor and Marina Director to mutually agree upon the condition of the property, surfaces, fixtures, or other furnishings before starting work on this contract.

**7. Product Information**

Product literature, MSDS sheets for fertilization, and insecticides should be provided with this bid as an attachment to the "BID FORM". However, in all cases must be provided within (5) business days upon request.

Contractor shall maintain copies of Material Safety Data Sheets (MSDS), for all used, prior to beginning service in the Marina. Contractor must update copies of the MSDS on an annual basis. In addition, each time a new chemical is introduced, a copy of that product's MSDS must be provided to the Marina Director prior to the product being used.

The Material Safety Data sheets must be in compliance with OSHA Regulation 1910.1200 paragraph g.

**8. Warranty**

Contractor warrants that all applications of fertilizer or chemicals will accomplish the intended results and that any damage on any existing landscaping caused by application, will be replaced with new landscaping and/or lawn equal to the original, at no cost.

**9. Delivery, Storage and Handling**

- A. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.

- B.** Store and protect materials from harmful weather conditions and at temperature conditions recommended by material manufacturer. No products will be stored at any facility.

**COST PROPOSAL SHEET  
(To Be Completed By Bidder)**

**INVITATION TO BID (ITB) #**

**MARINA LANDSCAPE MAINTENANCE SERVICES CONTRACT**

**LAKE PARK HARBOR MARINA (LANDSCAPE MAINTENANCE COST PROPOSAL)**

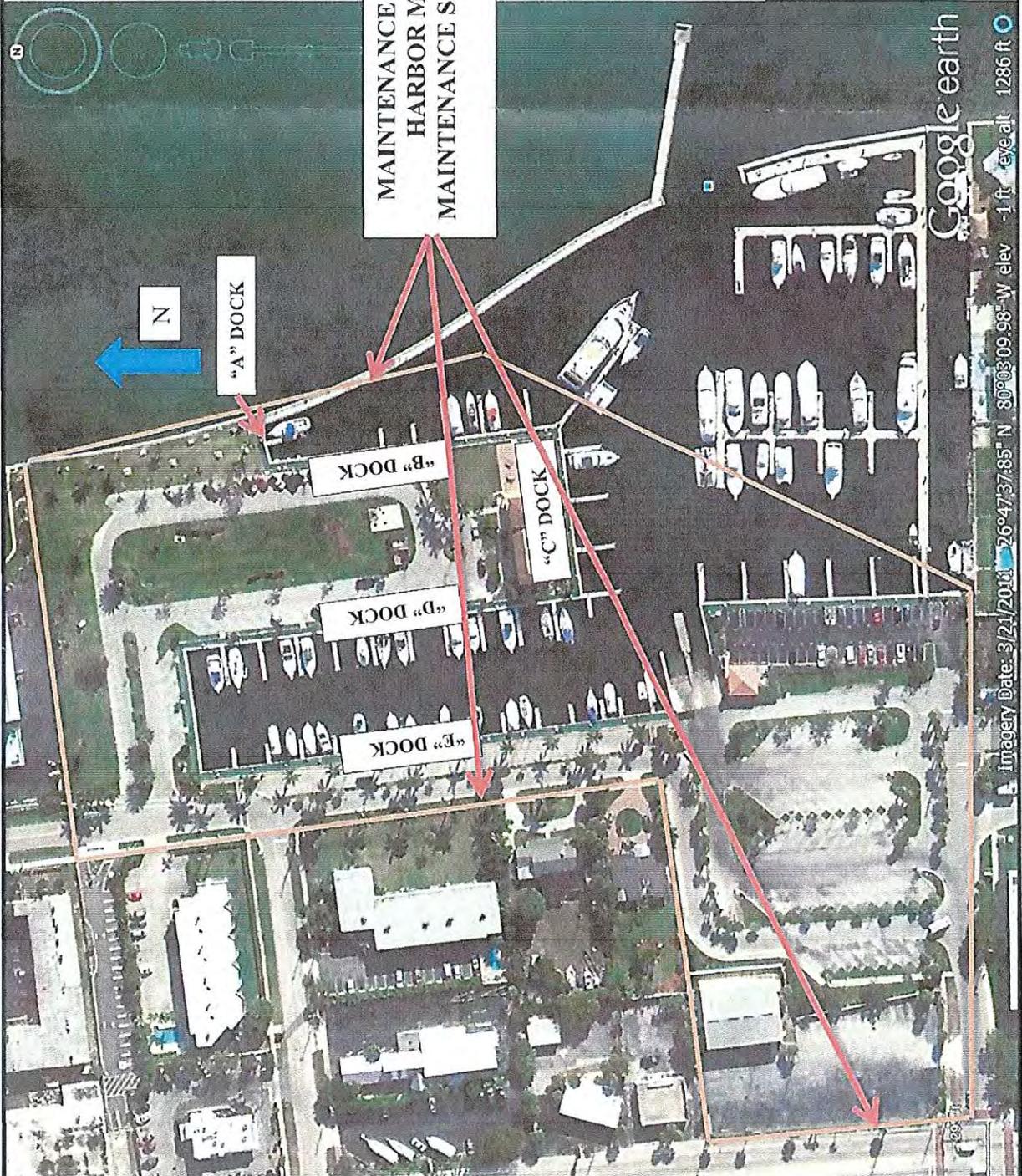
Cost \$ \_\_\_\_\_ per month x 12 months = \_\_\_\_\_ Total Cost Per Year.

**TABLE 1**

<b>SERVICES:</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>
<b>LAWN CARE:</b>												
Mowing	10	10	10	10	10	7	7	7	7	10	10	10
Edged Paved Areas, Walkways, Plant Beds & Trees	10	10	10	10	10	7	7	7	7	10	10	10
Debris Removal	*	*	*	*	*	*	*	*	*	*	*	*
Trimming, Plants, Hedges, & Trees	*	*	*	*	*	*	*	*	*	*	*	*
Pruning, Shrubs, Trees & Other Plantings				M					M			
Fertilizing				M							M	
Mulching	M						M					
Insect Control		M				M				M		
<b>Weed Control:</b>												
Pre-emergent				M							M	
Post-emergent	*	*	*	*	*	*	*	*	*	*	*	*
<b>Irrigation:</b>												
Irrigation "zone" wet checks	M	M	M	M	M	M	M	M	M	M	M	M
Rust Prevention	M	M	M	M	M	M	M	M	M	M	M	M
Report Irrigation System	*	*	*	*	*	*	*	*	*	*	*	*
Damages/Failures/Malfunctions												

**LEGEND:**

- 10 = Every 10 Days
- 7 = Every 7 Days
- M = Monthly
- \* = As Needed



MAINTENANCE LIMITS FOR LAKE PARK  
HARBOR MARINA LANDSCAPE  
MAINTENANCE SERVICES—CONTRACT "B"

LANDSCAPE MAINTENANCE  
LAKE PARK HARBOR MARINA  
105 LAKE SHORE DRIVE  
CONTRACT "B"

Drawn: RDP  
Date: 04/10/15  
Proj. No. 102-2015  
Sheet No. 1 of 1

**BEGIN BID SUBMITTAL PAGES  
FOR  
CONTRACT "B"  
LAKE PARK HARBOR MARINA  
LANDSCAPE MAINTENANCE  
PAGES 61-73**

**BID FORM: No. 102-2015**

**CONTRACT "B"**

**LAKE PARK HARBOR MARINA LANDSCAPE MAINTENANCE**

**Instructions: Remove this and all following pages, complete and execute, and submit in duplicate with your bid package (1 Original and 2 Copies).**

In accordance with the plans and specifications noted in this Bid document, the **TOTAL BASE BID** for this project is:

\_\_\_\_\_ (\$ \_\_\_\_\_)

**Required documents attached?**

(Yes or No)

- Schedule of Bid Items \_\_\_\_\_
- Acknowledge Addenda # \_\_\_\_ (if issued) \_\_\_\_\_
- 1 Original and copy of the following:
  - Bid Form (signed) \_\_\_\_\_
  - Clarifications/Exceptions \_\_\_\_\_
  - List of Subcontractors \_\_\_\_\_
  - Drug Free Workplace Cert. (signed) \_\_\_\_\_
  - List of References \_\_\_\_\_
  - Licenses (copies of applicable licenses) \_\_\_\_\_
  - Proof of Existing Insurance Coverage \_\_\_\_\_
  - Noncollusion Affidavit of Prime Bidder \_\_\_\_\_
  - Public Entity Crimes Affidavit \_\_\_\_\_
  - Anti-Kickback Affidavit \_\_\_\_\_
  - Certification of Nonsegrated Facilities \_\_\_\_\_

NAME OF FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE# \_\_\_\_\_ FAX# \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

NAME & TITLE (TYPED or PRINTED) \_\_\_\_\_

POINT OF CONTACT EMAIL ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_ TAX PAYER ID#: \_\_\_\_\_

**CONTRACT "B"**  
**LAKE PARK HARBOR MARINA LANDSCAPE MAINTENANCE**

**SCHEDULE OF BID ITEMS**  
**TOWN PROJECT NO. 102-2015**

ITEM NO.	ITEM DESCRIPTION BASE BID	UNIT	QUANTITY	TOTAL PRICE \$
1.	INDEMNIFICATION	Yr.	One	\$100.00
2.	ST AUGUSTINE GRASS CUTTING, EDGING, TRIMMING	Per Event	46 \$_____/event	\$_____ _____
3.	BERMUDAGRASS CUTTING by REEL MOWER, EDGING, LINE TRIMMING	Per Event	46 \$_____/event	\$_____ _____
4.	ST AUGUSTINE GRASS FEEDING, WEED AND PEST / DISEASE CONTROL (Bi-monthly, Six (6) applications by certified applicator specific to ST Augustine grass) *	Per Event	6 \$_____/event	\$_____ _____
5.	BERMUDAGRASS FEEDING, WEED AND PEST /DISEASE CONTROL ( Bi-monthly, Six (6) applications by certified applicator specific to Bermudagrass)*	Per Event	6 \$_____/event	\$_____ _____
6.	PALM TREE FEEDING, PEST CONTROL (Palm trees specified, quarterly, Four (4) applications by certified applicator specific to Palm species identified)*	Per Event	4 \$_____/event	\$_____ _____
7.	BROADLEAF TREE FEED, PEST CONTROL (Broadleaf trees specified, quarterly, Four (4) applications by certified applicator specific to broadleaves identified)*	Per Event	4 \$_____/event	\$_____ _____
8.	PLANT BED HEDGES, SHRUBS, ORNIMENTALS, GROUND COVER-TRIMMING, PRUNING, WEEDING (Forty six (46) visits required as needed to maintain a moderate to high manicured standard. Weeding shall be done by hand removal only and as needed)	Per Event	46 \$_____/event	\$_____ _____
9.	DEBRIS PICK UP YARD TRASH REMOVAL FROM MARINA COMPLEX SITE (Forty six (46) visits required as needed to maintain a clean debris free landscape, roadway, parking lots and walkways. Storm drain grates are to be cleared at surface of dirt and collection of all debris. CONTRACTOR to get with MARINA management to identify it's collection area(s) of debris that is occasionally gathered by marina personnel when necessary)	Per Event	52 \$_____/event	\$_____ _____

ITEM NO.	ITEM DESCRIPTION BASE BID	UNIT	QUANTITY	TOTAL PRICE \$
10.	HEDGE, SHRUBS, ORNAMENTALS, GROUND COVER PLANTER BED FEEDING and PEST CONTROL IDENTIFIED FROM LISTED LANDSCAPED AREAS 1-28 (Bi-monthly fertilizing, pest and disease control Six (6) applications by certified applicator required annually specific to species identified)*	Per Event	6 \$/event	\$ _____
11.	Provide labor, equipment and material to MULCH. MULCHED areas are to be kept clean and refreshed two (2) times per year with depth of 2 to 3 inches. Mulch shall be free of pests and disease. Mulch shall be maintained to a loose consistency and shall not be allowed to become matted or compacted. Mulch shall be installed immediately upon receipt of Town purchase order. Mulch is provided at CONTRACTOR'S EXPENSE and shall be provided as necessary to maintain these depths.	Per Event	2 \$/event	\$ _____
12.	INITIAL ESTABLISHMENT OF MULCH BEDS TO PROPER DEPTH REQUIRED TO CONTAIN ALL MULCH IN NORMAL CONDITIONS AND DURING HEAVY RAIN CONDITIONS. This includes all landscaped areas as needed throughout marina complex and including around seven (7) Royal Palm trees on west side of Lake Shore Drive. Subject to MARINA managers satisfaction. (APPLIES TO FIRST YEAR OF CONTRACT)	L.S.	1	\$ _____

\*Name of certified applicator to be identified in Proof of Proper Licensing, Page 68

TOTAL BASE BID ITEMS 1 THRU 12

TOTAL: \$ \_\_\_\_\_

WRITTEN AMOUNT: \$ \_\_\_\_\_

ALTERNATE I: TREE PRUNING incl. removal of debris from pruning activity. All tree and shrub pruning shall comply with ANSI-300A standards.

Palm Tree up to 25' (clear trunk + crown shaft) height, min. 20 trees / trip ..... \$ \_\_\_\_\_/tree  
Palm Tree 25' (clear trunk + crown shaft) or taller min. 10 trees / trip..... \$ \_\_\_\_\_/ tree  
Broadleaf Tree (ladder accessible)..... \$ \_\_\_\_\_/tree  
Broadleaf Tree (bucket truck required- accomplished with tall palm tree)..... \$ \_\_\_\_\_/tree

Submitted by: \_\_\_\_\_

Name of firm: \_\_\_\_\_

Tel. # \_\_\_\_\_

Bid Due: 11:00a.m. May 13, 2015

Submit Bid To: Town Clerk, Town of Lake Park, 535 Park Avenue, Lake Park Fl. 33403

Bid to be submitted in sealed envelope clearly marked on the outside

"Lake Park Harbor Marina Landscape Maintenance Bid Due 11:00 a.m. May 13, 2015".

End of Schedule of Bid Items Contract "B"

**CLARIFICATIONS/EXCEPTIONS**

Please list any clarifications of your bid in this section, as well as any exceptions you may have.

**LIST OF SUBCONTRACTORS**

Following are the subcontractors to be used if your company is awarded the Contract. Please note that all changes to this list must first be approved in writing by the TOWN OF LAKE PARK Project Manager (see '*Instructions To Bidders, 3C*').

<u>NAME OF COMPANY</u>	<u>ADDRESS OF COMPANY</u>	<u>PHONE/CONTACT</u>
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____
4) _____	_____	_____
5) _____	_____	_____

**CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM**

I certify the firm of \_\_\_\_\_, maintains a drug-free workplace program, and that the following conditions are met:

1. We 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 that actions will be taken against employees for violations of such prohibitions.
2. We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
4. In the statement specified subsection one (1), we notify the employee that, as a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement; and will notify the employer of any conviction of, or plea of guilty or 'nolo contendere' to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. We impose a sanction on, or require the satisfactory participation in a drug-abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Authorized Signature (Date)

\_\_\_\_\_  
Name & title (typed)

**LIST OF REFERENCES**

Following are references from agencies/companies/individuals in which your company has provided similar services within the last 5 years:

**REFERENCE #1**

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Point of Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

---

**REFERENCE #2**

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Point of Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

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**REFERENCE #3**

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Point of Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

**INCLUDE PROOF OF PROPER LICENSING (APPLICABLE  
LICENSING TO PERFORM THE REQUIRED SERVICES)**

*Include Landscape Architect, Arborist, Fertilizer Applicator, Pesticide Applicator  
as applicable*

*Include Subcontractors Performing These Services on the Page for "List of  
Subcontractors."*

**INCLUDE PROOF OF EXISTING INSURANCE**

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

State of Florida  
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_  
Who, after being my me first duly sworn, deposed and says of his/her personal knowledge that:

- (1) He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder  
That has submitted a proposal to perform work for the following project:  
  
Contract (Bid) # \_\_\_\_\_ Project Name: \_\_\_\_\_
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting the Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or process in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Town of Lake Park or Lake Park CRA 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 affidavit.

\_\_\_\_\_  
Signature

Subscribed and sworn to (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_, 2015 by  
\_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

NOTARY SEAL

Notary Signature: \_\_\_\_\_

Notary Name: \_\_\_\_\_

**SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA  
STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who, being by me first duly sworn, made the following statements:

1. The business address of \_\_\_\_\_ (name of bidder or contractor) is \_\_\_\_\_

2. My relationship to \_\_\_\_\_ (name of bidder or contractor) is \_\_\_\_\_ (relationship such as sole proprietor, partner, president, vice president, etc.)

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_  
Signature/Date (undersigned authority)

Sworn to and subscribed before me in the state of \_\_\_\_\_ and

county of \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

(Affix seal)

My commission expires:

**ANTI-KICKBACK AFFADAVIT**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared, \_\_\_\_\_ who,  
after being by me first duly sworn, deposes and says:

(1) I am \_\_\_\_\_ of \_\_\_\_\_ the bidder that has  
submitted a proposal to perform work for the following project:

Contract # \_\_\_\_\_ Project name: \_\_\_\_\_

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection  
with the work to be performed at the property identified above will be paid to any employee of  
the Town of Lake Park as a commission, kickback, reward or gift, directly or indirectly by me or  
any member of my firm or by an officer of the corporation.

\_\_\_\_\_  
Signature

Subscribed and sworn to (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_ 2015

by \_\_\_\_\_, who is personally known to me or who has  
produced \_\_\_\_\_ as identification.

NOTARY SEAL:

Notary Signature: \_\_\_\_\_

Notary Name: \_\_\_\_\_  
Notary Public-State of Florida

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001. Project

Name: \_\_\_\_\_ Company Name

and Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_