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

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

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**

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, 2015 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

Special Presentations /Reports

TAB 1

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 15, 2015 **Agenda Item No.** Tab 1

Agenda Title: 2015 Legislative Update by Senator Jeff Clemens.

[X] **SPECIAL PRESENTATION**/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[ ] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 7-6-15

John O. D'Agostino, Town Manager
Name/Title

Originating Department: **Town Manager**	Costs: $ **0.00** Funding Source: Acct. # N/A [ ] Finance _____	**Attachments:** PBC 2015 Legislative Session Final Report
Advertised: Date: _____ Paper: _____ [X] 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_____ or Not applicable in this case JOD____ **Please initial one.**

Summary Explanation/Background:

Senator Jeff Clemens (D-27) will be in attendance at the Commission meeting to give an update on the 2015 legislative session and the Special Session that ended in Tallahassee on March 3rd and June 19th respectively.

Recommended Motion:

No motion is necessary as this is a verbal presentation by Senator Clemens.

PALM BEACH COUNTY 2015 LEGISLATIVE SESSION FINAL REPORT

July 7, 2015

Palm Beach County Legislative Affairs Department

301 North Olive Avenue, West Palm Beach, FL 33401

(561) 355-3452

Robert Weisman, County Administrator

Todd J. Bonlarron, Legislative Affairs Director

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

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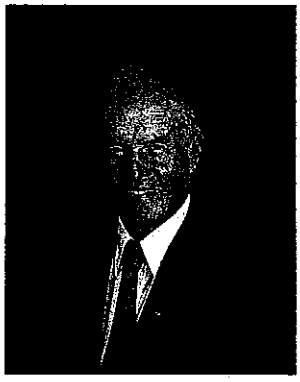

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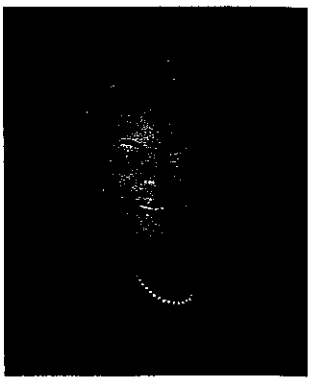

PRISCILLA TAYLOR
DISTRICT 7
561/355-2207
PTAYLOR@pbcgov.org

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1. BUDGET ISSUES

1.1. 2015 GENERAL APPROPRIATIONS ACT

SB 2500A by Sen. Tom Lee

While focusing on investing new state revenues in the most efficient manner, the Republican-led Legislature agreed upon a $78.7 billion budget with more than $400 million in tax relief measures. Compared to the FY 2014-15 Budget, this represents a $1.6 billion (2.11%) increase. The Legislature also placed an additional **$3.1** billion dollars in reserve.

SB 2500A provides:

- General Revenue: $29.04 billion
- Trust Funds: $49.65 billion

1.2. HEALTH AND HUMAN SERVICES

Health Appropriations totaled $32.9 billion, which represents a 3.2% increase in total spending over the Fiscal Year 2014-15 Appropriation.

1.3. CRIMINAL JUSTICE AND CORRECTIONS

Criminal and Civil Justice Appropriations totaled $4.2 billion. There is an $82.9 million (2%) increase in total spending compared to FY 2014-15 Appropriation.

1.4. TRANSPORTATION & ECONOMIC DEVELOPMENT

Transportation and Economic Development Appropriations totaled $12.3 billion.

Transportation, Tourism and Economic Development Appropriations are provided for the following in the Conference Report:

<u>Department of Transportation</u> - $10.4 billion
- Transportation Work program - $9.3 billion

<u>Department of Economic Opportunity</u> - $1.13 billion
- FL Housing Finance Corporation $175 million
  - SAIL $48 million
  - SHIP $105 million

- Community Development Block Grant Program - $36.5 million
- Weatherization Grant Program - $2 million
- Low Income Energy Assistance Grant Program - $16 million
- Community Services and Energy Assistance - $84 million
- Regional Planning Councils - $2.5 million
- Quick Response Training - $12.1 million
- Fund Regional Workforce Boards - $283.3 million
- Economic Development Incentives - $74 million
- Visit Florida - $74 million

- Florida Forever - $17.4 million
- Springs Protection - $47.5 million

- Everglades Restoration - $49.8 million
- Beach Restoration - $28 million
- Local Water Projects - $73.3 million
- Wastewater Revolving Loan Program - $216.8 million
- Drinking Water Construction Loan Programs - $98.4 million
- Underground Storage Tanks Cleanup - $125 million
- Dry Cleaning Solvent Cleanup - $6.5 million

Department of Agriculture and Consumer Services

- Northern Everglades - $4.5 million
- Agricultural Non-point Source Control BMP's - $5.4 million
- BMP's in Springs Watershed Areas - $5.2 million
- Florida Agriculture promotion campaign - $3.6 million
- Farm Share and Food Banks - $2.7 million

Fish & Wildlife Conservation Commission

- Lake Restoration - $8 million
- Artificial reef Construction - $600K
- Land management – $12.6 million

1.5. EDUCATION

The overall Education budget totals $30.8 billion, which includes 19.3 billion in state funds and $11.5 billion in local required effort through property taxes.

Per student funding increased to approximately $7096.96. A $206 increase over the revised per pupil amount which is a 3% over last year. This represents a total amount of $1.378 billion to Palm Beach County, an increase of approximately $64.3 million (3.22% per student increase).

2. BUDGET ITEMS OF INTEREST

2.1. EDUCATION

Florida Atlantic University	
Florida Atlantic University – Education and General Activities	$238,341,065
Florida Atlantic University – Grants & Aid	$19,994,203
Florida Atlantic University – Medical School	$22,609,751
Florida Atlantic University – STEM Life Sciences Initiative	$3,531,815
Florida Atlantic University – Max Planck Scientific Fellowship Program	$1,250,000
Florida Atlantic University - Autism Program	$1,011,807
Palm Beach State College	
Palm Beach State College - Lottery Funds	$12,297,220
Palm Beach State College - Program Funds	$43,931,556
Voluntary PreKindergarten Program	$27,327,286
School Readiness Program	$33,858,992
~~Glades Career Readiness Roundtable/WestTech Construction Academy~~	~~$500,000~~
Public Schools Workforce Education	$17,014,911

Palm Beach County Schools K-12	$1,377,785,069
K-12 – Operating (including local effort)	

2.2. HEALTH & HUMAN SERVICES

Health & Human Services	
Jerome Golden Center for Behavioral Health Services	$575,000
Community Based Providers of Child Welfare Services (Risk Pool)	$13,000,000
Florida Prescription Drug Monitoring Program	$500,000
Alzheimer's Community Care – Palm Beach, Martin	$500,000
Recovery Residence Certification Funding	$200,000
~~Palm Beach Habilitation Center for Mentally Disabled~~	~~$649,111~~
PACE (Morse) Expansion for Elderly	$3,024,139
	$2,160,745,638
LIP, DSH, and Rate Enhancement Funding	(Statewide)
Bethesda Memorial	$5,339,024
Columbia Hospital	$1,651,213
Delray Medical	$1,743,792
Lakeside Hospital	$3,875,956
Good Samaritan Medical	$622,363
JFK Medical	$7,566,372
Jupiter Medical	$190,897
Palm Beach Gardens Medical	$304,203
Palms West Hospital	$4,592,717
St. Mary's Hospital	$31,263,270
West Boca Medical	$876,664
Wellington Regional	$2,261,815

2.3. CRIMINAL & CIVIL JUSTICE

Criminal & Civil Justice	
PILT – South Bay Correctional	$275,560
PILT – Sago Palms South Bay	$142,900
South Bay Correctional Facility	$2,908,779
Sago Palm Work Camp	$1,473,375
4th DCA Courthouse Construction	$12,008,689
State Attorney – Office Furniture	$76,006
15th Circuit Prosecution of PIP Fraud	$272,075
15th Circuit Workers Comp Fraud	$276,558

2.4. TRANSPORTATION & ECONOMIC DEVELOPMENT

Transportation Economic Development	
~~Inland Port Road Infrastructure – South Bay Park of Commerce (Inland Logistics Center)~~	~~$470,900~~
City of Belle Glade Gateway Redevelopment Roadway Improvement	$506,000
Glades Area Street Resurfacing/Reconstruction Phase 2 – Belle Glade	$1,000,000
~~Lake Worth Park of Commerce~~	~~$3,500,000~~
~~Village of Tequesta Transportation Alternatives~~	~~$200,000~~

~~Broadway Corridor/15th Street Infrastructure/Beautification – Riviera Beach~~	~~$500,000~~
Small County Transportation Fund [Rural Area of Opportunity]	$9,000,000
~~Pahokee Marina Enhancements~~	~~$1,000,000~~
~~Pahokee Marina – FEMA~~	~~$107,321~~
Transportation Disadvantaged	$52,783,704
Aviation Development Grants	
Belle Glade State Airport Runway Rehab	$1,567,000
Palm Beach County Glades Airport Runway/Taxiway Rehab	$1,200,000
Palm Beach Int'l Airport Arff Facility Improvements	$1,000,000
Palm Beach Int'l Airport Taxiway and Drainage	$1,367,450
Bridge Construction	
SR 80/Southern Blvd Bridges	$78,567,025
Road Construction Inspections	
SR 7 from SR 704/Okeechobee Blvd to 60th Street	$2,654,548
SR 710/Beeline Hwy from West of Australian to Old Dixie Highway	$2,502,379
SR 80 /Southern Blvd Bridges	$10,476,102
County Transportation Program	
Congress Ave Ext. from Northlake to Alt A1A	$1,365,909
Highway Maintenance	
I-95 Asset Management Palm Beach County	$3,415,000
Palm Beach County ITS Management	$1,400,000
Palm Beach County JPA's for Maintenance Lighting	$2,178,396
SR25/US 27 Asset Management and Belle Glade Area	$1,549,778
Highway Safety Grants	
SR882/Forest Hill Blvd at Kirk Road	$1,325,173
Intrastate Highway Construction	
Glades Rd Intersection Improvements	$2,633,454
Glades Rd Nb Ramp Improvements	$5,589,222
PGA Blvd/TPK Interchange Improvements	$1,090,941
SR 7 from 704/Okeechobee Blvd to 60th street	$15,711,401
SR 710/Beeline Hwy from West of Australian Ave to old Dixie Hwy	$22,388,082
SR 9/I-95 @ SR 706/ Indiantown Road	$2,263,409
Preliminary Engineering Roads	
Resurface TPK Mainline	$1,204,534
SR5/US1 Federal Highway from A1A to Beach Road	$2,000,000
SR7 from 60th Street to Northlake Blvd	$8,000,000
SR 9/I-95 @ PGA Blvd/Central Blvd.	$2,500,000
SR9/I-95 from S of 45th Street to N of 45th Street	$1,500,000
SR 9/I-95 from S of Linton to Palm Beach/Martin Co. Line	$1,650,000
Widen TPK from Atlantic to Boynton Beach	$8,000,000
Widen TPK from Glades to Atlantic	$8,000,000
Widen TPK from Lake Worth Road to SR 710	$9,650,000
Widen TPK from PB County Line to Glades Road	$6,500,000
Public Transit Development	
Palm Beach County Block Grant Operating Assistance	$5,027,484
Rail Development	

Northwood Connection from CSX to FEC	$2,275,456
Quiet/Safety Improvements FEC Crossings – Countywide	$5,399,543
SFECC Corridor Transit Alt, from West Palm Beach to Jupiter	$1,350,000
Resurfacing	
SR5/US1 /Quadrille Blvd from Clematis to Dixie	$1,308,500
SR 715/SW-NW 16th Street/Canal St. to SR 15	$9,609,817
SR 882/Forest Hill from E. of Olive Tree Blvd. to River Bridge Center	$1,013,633
Right of Way Land Acquisition	
SR 80 W of Lion Country Safari Rd to Forest Hill	$2,193,000
Traffic Engineering	
Palm Beach County Signal Maintenance	$1,562,256
Transportation Planning Grants	
Palm Beach FY14/15 and FY 15/16	$1,077,086
Affordable Housing Programs	$70,000,000
State Housing Initiatives Partnership Program (SHIP)	$101,000,000
State Apartment Incentive Loan Program (SAIL)	$48,000,000
Homeless Challenge Grants – recurring	$4,000,000
Palm Beach County SHIP Total Allocation	$6,521,710
(County Breakdown Below)	
Palm Beach County	$4,961,065
Boca Raton	$415,433
Boynton Beach	$343,042
Delray Beach	$300,651
West Palm Beach	$501,519
Economic Development	
~~Florida Atlantic University Tech Runway~~	~~$1,000,000~~
~~Scripps Florida~~	~~$1,500,000~~

2.5. ENVIRONMENT & NATURAL RESOURCES

Water Projects	$73,343,000
~~Belle Glade SW 3rd Street Storm Water Improvements~~	~~$400,000~~
Boynton Beachfront Park Sewer Treatment Plant Replacement	$300,000
~~Lake Region Water Infrastructure Improvement~~	~~$500,000~~
~~Lake Worth Stormwater and Wastewater~~	~~$500,000~~
~~Lantana Sea Pines Drainage~~	~~$100,000~~
Palm Beach Gardens Stormwater System Reconstruction	$250,000
Seminole Improvement District Drainage Alterative Water Supply & Quality Project	$2,000,000
Beach Restoration	$32,106,500
Central Boca Raton Beach Nourishment	$1,700,000
Jupiter Carlin Monitoring	$1,000,000
North Boca Raton Monitoring	$127,500
Ocean Ridge Monitoring	$51,300
Petroleum Tanks Cleanup	$125,000,000

2.6. PARKS & RECREATION

FRDAP	$5,491,500
Pelican Lake Park (Juno Beach)	$50,000
Bill Moss Hillcrest Paseo Rec. Improvements (West Palm Beach)	$50,000
Constitution Park (Tequesta)	$50,000
Torrey Island Marina – Observation Tower (Belle Glade)	$50,000
Historic Preservation Grants – Special Category	$8,281,323
~~Boynton Woman's Club – Window and Door Repair and Restoration~~	~~$140,000~~
Loxahatchee River Historical Society – Jupiter Inlet Lighthouse Keepers Exhibit	$70,000

2.7. CULTURE & FINE ARTS

Cultural Facilities Grants (Statewide)	$18,839,581
South Florida Science Center and Aquarium - Renovation	$425,000
Center for Creative Education - Renovation	$500,000
Cultural Council of PBC - Renovation	$500,000
Living Arts Foundation – Renovation	$141,000
Els for Autism Foundation – New Construction	$500,000
Village of Royal Palm Beach – Renovation	$300,000
Indian Trail Improvement District – New Construction	$200,000
~~Norton Museum of Art~~	~~$1,000,000~~
Boynton Woman's Club	$140,000
Cultural and Museum Grants (Statewide)	$12,764,187
Adolph & Rose Levis Jewish Community Center	$10,604
Aequalis	$10,924
Ballet Palm Beach	$13,598
Boca Ballet Theatre Company	$42,962
Boca Raton Museum of Art	$71,132
Boca Raton Philharmonic Symphonia	$18,882
Creative City Collaborative	$11,929
Cultural Council of Palm Beach County	$73,010
Delray Beach Center for the Arts	$52,245
Expanding and Preserving Our Cultural Heritage	$9,989
Florida Atlantic University – University Galleries	$13,937
Lighthouse ArtCenter	$43,948
Loxahatchee River Historical Society	$39,936
Lynn University	$20,837
Maltz Jupiter Theatre	$72,900
Norton Museum of Art	$73,581
Palm Beach Dramaworks	$71,574
Palm Beach Opera	$75,458
Palm Beach State College Professional Guest Artist Season	$70,746
Raymond F. Kravis Center for the Performing Arts	$73,194
School of the Arts Foundation	$71,795
Sol Children Theatre	$2,576
South Florida Science Center and Aquarium	$65,333
Sunfest of Palm Beach County	$69,844
The Armory Art Center	$67,576
The Boca Raton Historical Society	$36,438
The Children's Museum	$12,528
The Henry Morrison Flagler Museum	$71,905

The Jerusalem Group Theatre	$11,469
The Lake Worth Playhouse	$36,184
The Zoological Society of the Palm Beaches	$68,426
Young Singers of the Palm Beaches	$32,960
Cultural Endowment Grants	$1,680,000
Morikami Museum and Japanese Gardens	$240,000
Culture Builds Florida	
Inspirit, Inc./Belle Glade Performance Program	$5,000
St. Andrew's Episcopal Church Arts	$12,000
Street Beat, Inc./Reclaiming the City through Arts for Underserved Teens	$25,000
The Children's Coalition/Believe & Achieve/The Veterans History Project	$1,125

**strikethrough indicates item was vetoed.*

2.8. TAX CUT

The governor signed a tax cut package worth **$429 million** next year and $254 million in 2016-17. The lower amount in 2016-17 is because some of the tax breaks are for next year only.

The House had proposed a package that cut taxes $299 million next year and $436 million in 2016-17. In contrast, the Governor sought $700 million in tax cuts and the House proposed $690 million during the regular session.

The bill includes the following:

- It cuts the communications services tax by 1.73 percent instead of the House's plan to phase in two 0.9 percent cuts over two years. This will cut cell phone and cable TV taxes by **$226 million,** or a little less than $20 per year per customer.
- It extends the Back to School Sales Tax Holiday to 10 days instead of three days as proposed by the House. Impact: **$67 million.**
- It provides a full year of no sales taxes on college textbooks instead of only doing the holiday for one day prior to each college semester as the House proposed. Impact: **$43 million.**
- The gun club membership fee tax break is the same as in the House proposal. Impact: **$1.2 million.**
- New and expanded sales tax exemptions for agricultural items, including feed for aquatic organisms, irrigation equipment, costs of maintenance and repairs of irrigation and power farm equipment, stakes, and certain trailers, is the same as in the House proposal. Impact: **$13.4 million.**
- The tax break on school concessions sold at sporting events and other school events is the same as in the House proposal. Impact: **$1.7 million**
- The tax break on cars purchased by military veterans who were deployed overseas is same as the House bill. Impact: **$800,000**
- The brownfields credit is expanded to **$21 million** for one year to help get rid of the backlog of cleanup sites. That's an additional impact of **$16.6 million** beyond existing credits.
- The tax break on research and development is increased to **$23 million** for one year. That an additional impact of **$14 million.**
- The insurance premium tax credit will no longer have to be recertified for businesses by the legislature every year so long as the Department of Economic Opportunity certifies that a business has increased its workforce by 600 employees to qualify for the credit. Impact: **$4.6 million.**
- The Senate adds a two-year extension of the community contribution tax credit by including housing projects for people with "special needs" in addition to projects for low-income citizens. Impact: **$49.8 million.**
- Enterprise Zone credits, which are set to expire in December, will be extended for three years for companies that have an economic development contract with the Department of Economic Opportunity. Impact: **$1.4 million**. There are at least 34 businesses in the state eligible for these

credits according to an estimate by the Office of Economic and Demographic Research, but not all of the eligible companies out there may have applied or been identified.

- Sales taxes on boat repairs will be limited to $60,000, thus repairs of $1 million or more will not be taxed beyond that amount. Impact: **$5.5 million.**
- An exemption from the aviation fuel tax for fuel used by Florida colleges that teach aeronautics. Impact: **$200,000.**

The initial House proposed tax package included the following provisions which were removed from the final bill:

- Reducing the tax on commercial building leases from 6 percent to 5.5 percent in 2016-17 for a cut of **$106 million.**
- A tax exemption for machinery and equipment used for metal recycling for **$900,000.**
- A one day "Local Business Saturday" tax free shopping day on the Saturday after Thanksgiving for items priced at $1,000 or less **($40.3 million).**
- Equalization of the tax rate applied to apple and pear cider, which is now taxed as wine **($300,000).**

3. LEGISLATION SUPPORTED BY THE COUNTY THAT PASSED

3.1. TRANSPORTATION & GROWTH MANAGEMENT

Hazardous Walking Conditions

HB 41 by Rep. Metz, known as "Gabby's Law for Student Safety," revises the way hazardous walking conditions for school children are identified and addressed by enhancing cooperation between the school district and local government. It will allow local governments to use an alternative interlocal agreement process so long as the process does not go below the safety standards set in the bill. It does not include timeline provisions which would have imposed a fiscal impact on local governments for the repair of certain hazardous walking conditions on sidewalks near schools. **Rep. Slosberg** amended the bill to allow school boards to implement a safe driver toll-free telephone hotline for citizens to report improper driving or operation by a school bus driver to the school board for further investigation or disciplinary action. ***This bill was signed into law by the Governor on June 10, 2015.***

Growth Management

SB 1216 by Sen. Simpson affects various areas of the growth management process:

DRIs and RPCs
This portion of the bill deals with the removal of regional planning councils and the DRI (developments of regional impact) process from the regional planning process. It would exempt all new developments from the DRI review process. Only those developments currently classified as DRIs and which are still undergoing DRI review would remain under the RPCs' purview. Comprehensive plan amendments related to developments that qualify as DRIs would henceforth be reviewed under the State Coordinated Review Process.

The bill also temporarily removes the Governor's power to make the boundaries of the RPCs and gives that power to the Legislature until 2016. In the meantime, the Governor would still have the power to make recommendations to the Legislature regarding their boundaries. Additionally, the bill designates 10 RPCs and their borders and deletes several unnecessary or duplicative statutory duties of the RPCs.

Sector Plans
This portion of the bill makes the following changes to the sector planning process:

- Clarify that the planning standards of the sector planning statutes supersede generally applicable planning standards elsewhere in Ch. 163.

- Allow conservation easements to be based on digital ortho-photography by a licensed surveyor and mapper without the need for a traditional ground survey.
- Provide that an applicant may utilize recorded conservation easements as compensatory mitigation for permitting processes.
- Allow grantors to amend conservation in order to shift protected boundaries to other parcels of equal size and ecologic value.
- Require an applicant for a DSAP to transmit copies of the application to the reviewing agencies for comment. Any comments from such agencies would need to be submitted in writing to the local government with jurisdiction and to the state land-planning agency within 30 days after the applicant's transmittal of the application.
- Provide that applicants with an approved master development order may request and be issued a CUP from a WMD for the duration of the development order under certain conditions.
- Require amendments to adopted sector plans to be subject to the State Coordinated Review Process.

Water Facilities & Comprehensive Plans

This portion of the bill provides that a local government that does not own, operate, or maintain their own water supply facilities, but are instead served by a public water utility with a permitted allocation of more than 300 million gallons per day, would not be required to amend their comprehensive plan in response to an updated regional water supply plan or maintain a work plan if that government's water usage constitutes less than 1% of that utility's total permitted allocation. They would still be required to provide data to any utility provider that provides services within their jurisdiction and keep their own general sanitary sewer, solid waste, potable water, and groundwater aquifer recharge elements updated.

This bill was signed into law by the Governor on May 14, 2015.

3.2. ECONOMIC DEVELOPMENT

Glades Initiatives

The Glades area experienced some ups and downs in the budget process this year. $1.5 million was included for roadway improvements and street resurfacing in the Glades area, with the inclusion of an additional $9 million for the small city road fund for which the Glades region can compete for additional funds. However, the governor vetoed $470,900 for the Inland Port Road infrastructure in South Bay which the legislature had allocated. The Glades Career Readiness Roundtable/West Tech Construction Academy saw its $500,000 allocation vetoed as well. Additional vetoes include $1,107,321 which had been allocated to enhance the Pahokee Marina, $400,000 for SW 3rd Street storm water improvements in Belle Glade, and $500,000 for Lake Region water infrastructure improvements.

Biomedical Research Funding

Funds which had been included in the budget for Scripps, $1.5 million, were vetoed by the Governor. However, $1.25 million for Max Planck was allocated through a partnership with FAU.

3.3. EDUCATION

Education Accountability

HB 7069 by Rep. O'Toole reduces student testing, enhances transparency, and increases district and school flexibility to measure student performance and evaluate personnel. It allows districts to set the school start date as early as August 10 each year. ***This bill was signed into law by the Governor on April 14, 2015.***

3.4. CRIMINAL & JUVENILE JUSTICE ISSUES

Pain Management Clinics

The legislature passed **SB 450 by Sen. Benacquisto,** a bill that will extend regulations on pain-management clinics. Lawmakers in 2011 approved a wide-ranging law to try to crack down on "pill mills," which had helped lead to Florida becoming a magnet for prescription-drug abuse and trafficking. But the 2011 law included a Jan. 1, 2016, expiration date on clinic regulations. This year's bill eliminates the expiration date, keeping the regulations in place. ***This bill was signed into law by the Governor on May 21, 2015.***

Grandparents' Rights

Current law provides that grandparents and great-grandparents may petition for visitation rights with their minor grandchildren and great-grandchildren; however, court decisions have declared much of this law unconstitutional.

HB 149 by Rep. Rouson and others and Sen. Abruzzo repeals the language found unconstitutional from the statutes and creates a new limited grandparent visitation statute. It allows a grandparent of a minor child whose parents are deceased, missing, or in a persistent vegetative state to petition the court for visitation. A grandparent may also petition for visitation if there are two parents, one of whom is deceased, missing, or in a persistent vegetative state and the other has been convicted of a felony or certain violent crimes. The bill requires the grandparent to make a preliminary showing of parental unfitness or significant harm to the child. ***This bill was signed into law by the Governor on June 11, 2015.***

Domestic Violence/Sexting

HB 133 by Rep. Plasencia, known as the "43 Days Initiative Act," extends the statute of limitations for sexual battery offenses from four years to ten. The bill was amended to include a provision that makes it a third degree felony to violate an injunction against domestic violence more than twice. Additionally, the amendment corrects an error which the legislature made in 2011 that made sexting a crime under which no court has jurisdiction. The new language clarifies that circuit courts will have jurisdiction. ***This bill was signed into law by the Governor on June 11, 2015.***

3.5. HEALTH & HUMAN SERVICES ISSUES

Sober Homes

The legislature passed **HB 21 by Reps. Hager and Harrell** which instructs DCF to approve a credentialing entity to develop and administer a voluntary certification program, including background checks, for recovery residence operators. The bill would require DCF to publish a list of certified residences on its website, and it threads the needle between oversight and ADA/FHA protection laws. The legislation is based upon a California model that has made it through a court challenge. It would also regulate advertisement of sober home facilities. ***This bill was signed into law by the Governor on June 10, 2015.***

Closing the Gap Grant Program

SB 94 by Sen. Joyner expands the list of priority health areas under the "Closing the Gap" grant program to include sickle cell disease. The Closing the Cap grant program provides funding for activities designed to reduce racial and ethnic health disparities in priority health areas. ***This bill was signed into law by the Governor on May 14, 2015.***

Affordable Housing

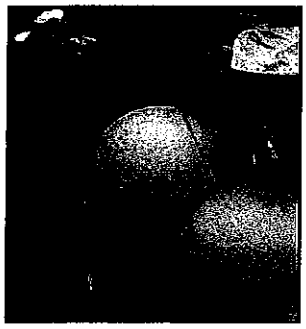
The documentary stamp tax paid on all real estate transaction funds the local housing trust fund which is the funding source for the State Housing Initiative Partnership (SHIP) program and the State Apartment Incentive

Loan (SAIL) program. The legislature approved $101 million for SHIP and $48 million for SAIL for FY 2015-2016.

For Palm Beach County, that translates into the following funding allocations:

Palm Beach County	$4,961,065
Boca Raton	$ 415,433
Boynton Beach	$ 343,042
Delray Beach	$ 300,651
West Palm Beach	$ 501,519
Palm Beach County Total	$6,521,710

3.6. ENVIRONMENT/NATURAL RESOURCES/AGRICULTURE ISSUES



Agricultural Gleaning

The legislature passed **SB 158** by **Sen. Greg Evers**. The bill reduces civil liability for farmers who gratuitously allow people onto their property to harvest excess food. However, it states that this exemption does not apply if injury or death directly results from failure of the farmer to warn of a dangerous condition of which the farmer has actual knowledge unless the dangerous condition would be obvious to a person entering upon the farmer's land. **Rep. Rader** sponsored the House version. ***This bill was signed into law by the Governor on May 21, 2015.***

Animal Care and Control

SB 420 by Sen. Grimsley provides a procedure for adopting or humanely disposing of impounded livestock (excluding cattle) as an alternative to sale or auction. This issue was extremely important to Palm Beach County Animal Care and Control Officers, particularly regarding abandoned horses. Notice of impounded livestock must be provided in specified methods by county sheriffs or animal control centers. The bill requires the sheriff or animal control center to establish fees and be responsible for damages caused while impounding the livestock. The bill grants municipalities with certified animal control officers the same powers as counties and societies or associations for investigating animal cruelty cases. Finally, the bill provides additional, supplemental, and alternative laws for enforcing county or municipal codes or ordinances, but clarifies that it does not prohibit a county or municipality from enforcing its own codes or ordinances by any other means. ***This bill was signed into law by the Governor on May 14, 2015.***

4. LEGISLATION SUPPORTED BY THE COUNTY THAT FAILED

4.1. FINANCE & TAX ISSUES

Film and TV Incentives

House leadership temporarily postponed **HB 451 (Miller)**, and the Senate did not take up **SB 1046 (Detert)** for consideration during the final week. The main difference between the two is that the Senate plan called for a quick-action closing fund, which would have allowed for funds to be quickly allocated to tax credits if Florida would need to move swiftly to secure a production. The House was more hesitant to incorporate the fund, but it was not ruled out.

The Senate included the contents of SB 1046 into **SB 1214 (Latvala)**, the

Economic Development package, during an Appropriations Committee meeting, but that bill eventually died on the Senate Calendar.

Gaming

HB 1233 by Rep. Young would have decoupled greyhound racing at dog tracks, allowing the tracks to keep slots and poker rooms but end the racing, a possibility which has strong support from animal rights groups. The bill would have allowed slots in pari-mutuels in Palm Beach and Lee Counties whose voters have approved slot machines. It would have also allowed Broward and Miami-Dade Counties to hold non-binding referendums to gauge support for a destination casino. It would have eliminated tax credits for greyhound racing, but would have lowered the taxes on handles in order to make the bill revenue neutral.

SB 7088 would have extended the Seminole Gaming Compact for another year. It would have essentially decoupled all live racing and jai alai pari-mutuels and would allow slots in certain pari-mutuels in counties who voters have approved slot machines.

Both bills died in their respective Appropriations committees.

Enterprise Zones

HB 7067 by Rep. La Rosa died after the Senate did not take it up before adjourning sine die. The bill would have created a "local enterprise zone" to replace the current program due to sunset this year. The local enterprise zone would consist of a local government waiving local business taxes, impact fees, regulatory fees, building permit fees, sign ordinances, landscaping ordinances, all special assessments and civil code violations that do not affect public safety for new or expanding businesses for a minimum of 24 consecutive months.

The Senate included an Enterprise Zone proposal in **SB 1214** that would extend certain state tax benefits to businesses that entered into a contract with DEO. SB 1214 died on the Senate Calendar.

Even though Enterprise Zones were not reauthorized, included in the legislature's tax cut package, Enterprise Zone credits, which are set to expire in December, will be extended for three years for companies that have an economic development contract with the Department of Economic Opportunity. Impact: **$1.4 million**. There are at least 34 businesses in the state eligible for these credits according to an estimate by the Office of Economic and Demographic Research.

4.2. CRIMINAL JUSTICE ISSUES

Mental Health and Substance Abuse

SB 7068, a measure that merges the Marchman and Baker Acts, was unanimously passed by the Senate, went to the House, and was there amended and sent back to the Senate where it died in returning Messages.

SB 7070, which included Baker Act and Marchman Act reform, would have created the Jennifer Act to allow for individuals to get help prior to negative situations occurring, created the Nonviolent Offender Reentry Program, and created a Forensic Hospital Diversion Pilot Program. It died on the Senate Calendar.

The House also passed **HB 7113** with one dissenting vote that would have authorized the creation of treatment-based mental health court programs among other items and included companion language for the Forensic Hospital Diversion program. The billed in Senate Appropriations.

The House and Senate unanimously passed **HB 79** that requires the establishment of protocols for collecting and storing utilization data for crisis stabilization services.

5. BILLS OPPOSED BY THE COUNTY THAT PASSED

5.1. GROWTH MANAGEMENT ISSUES

Preemption of Local Preference in Construction Projects

HB 778 by Sen. Hays preempts local preference ordinances for construction projects that are funded 50% with state dollars. The bill does not prohibit local preference in a competitive solicitation for projects that are funded with less than 50% state funds. ***This bill was signed into law by the Governor on May 21, 2015.***

6. BILLS OPPOSED BY THE COUNTY THAT FAILED

6.1. GENERAL GOVERNMENT

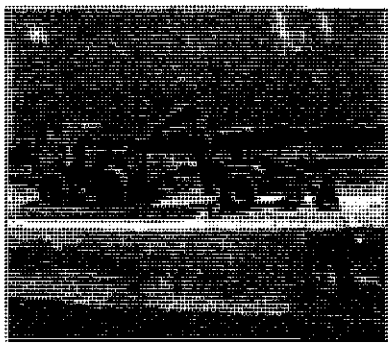
Constrained Agricultural Areas

HB 933 by Rep. La Rosa represented this year's growth management package. Earlier in Session, it was amended to remove a provision Palm Beach County objected to that would allow certain developers who own parcels of land that fit a specific definition of "constrained agricultural parcels" to subvert the local government process. The legislature ultimately passed a growth management bill, SB 1216, without this provision.

Location of Utilities

HB 391 by Rep. Ingram would have revised several provisions related to utilities by making certain statutory provisions applicable only to utility lines and facilities lawfully located within the right-of-way limits of a road, rather than those lines facilities located upon, under, over, or along any public road or highway, or publicly owned rail corridor. Cities and counties mounted considerable opposition to the legislation. The bill, which passed the House, died in the Senate Community Affairs Committee.

Public Works Construction Preemption



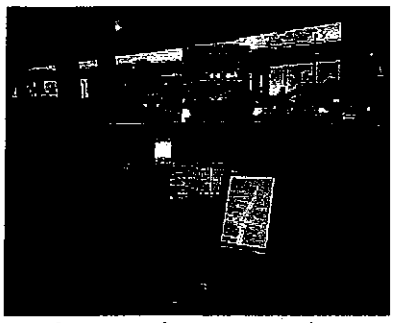
SB 934 by Sen. Brandes, which died in Senate Community Affairs, would have preempted local control—including wage ordinances—over construction contracts for public works projects. It would have prohibited a public entity from requiring contractors, subcontractors, or material suppliers submitting bids for public works projects to pay employees a certain wage, enter into labor agreements, provide certain benefits, hire employees from a designated source or participate in certain training programs. Public entities could also not require that the contractor, subcontractor, or material supplier responding to a public works construction, maintenance, or improvement bid be associated with any certain association, organization or union. It would also require all projects to improve or construct a public building that costs in excess of $300,000 be competitively bid. Labor interests, including the Florida Electrical Workers Association, Florida Building Trades Council, CWA Council of Florida, Florida State Coumcil of Machinists, and the AFL-CIO and others combined forces with local governments to oppose the bill.

Building Codes

The Building Code legislation was amended on the House floor in a manner that weakened 468 licensing requirements, added to the time it will take to adopt and implement future FBC editions, and did not address an impending gap in public swimming pool operational oversight. After **HB 915 (Eagle)** passed the House,

County lobbyists worked with the Senate bill sponsor to **SB 1232 (Simpson)** and eventually the legislation did not come up for a final vote in the Senate.

6.2. TRANSPORTATION AND NATURAL RESOURCES

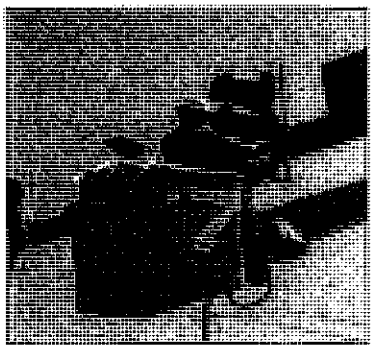


Uber

HB 817 by Rep. Gaetz would have created regulatory requirements for transportation network companies such as Uber and Lyft by preempting local governments from regulating them. The bill would have let companies use a "surplus lines" insurance company which, were it to fail, is not backed by a state guaranty fund to pay claims. The bill died on the House Calendar.

SB 1298 by Sen. Simmons would have established insurance requirements for transportation network companies and short term rentals, such as AirBnB. It would have established coverage requirements for when a customer is in a vehicle and during an "on call" period, considered a coverage "gap," between when a driver is notified about a customer to pick up and the time the passenger gets in the vehicle. An amendment to the bill would have required the driver—if he or she had had an agreement within the previous 6 months—to possess liability coverage of at least $100,000 for death and bodily injury per person and $200,000 per incident, and at least $50,000 for property damage.

Red Light Cameras



HB 7071 would have added restrictions on local government red light camera programs. It would require notice of violations to be sent via certified mail and would require collection of crash data at intersections and require summaries of vendor contracts in annual reports submitted to DHSMV. It would have allowed DOT to inspect cameras for compliance and required all local government revenues to only go towards public safety. The bill died on the House Calendar.

Ultimately, no legislation passed that would alter the current red light camera program in Florida.

6.3. CRIMINAL JUSTICE ISSUES

Juvenile Detention Costs

Two DJJ funding bills before the legislature did not pass. **HB 5201 by Rep. Metz** passed its lone committee in March and remained temporarily postponed on Second Reading in the full House. **SB 1414 by Sen. Bradley** passed its first of three committees of references on April 8th but was not heard in its other two.

SB 1414 set the State and County Juvenile Justice cost share amount at counties (that are not fiscally constrained) paying 57% and the state paying 43%. The bill originally called for a 60%/40% split. Its House companion, HB 5201, also specified the 57/43 split. This legislation briefly appeared in special session budget discussions, but was eventually taken off the table.

7. OTHER BILLS OF INTEREST

7.1. CRIMINAL & JUVENILE JUSTICE ISSUES

Human Trafficking

HB 369 by Reps. Kerner and Spano will require establishments such as strip clubs and massage parlors, as well as government facilities such as rest stops and welcome centers, to post human trafficking awareness signs with the number of a national human trafficking hotline. The bill authorizes a county commission to adopt an ordinance to enforce the placement of human trafficking awareness signs, where a violation is a noncriminal violation punishable by a fine not to exceed $500.

HB 465 by Reps. Spano and Kerner will battle the demand for sex trafficking by increasing penalties on those who solicit prostitutes. The first offense will now be a first degree misdemeanor, a second offense will be a third degree felony, and a third offense will be a second degree felony. The legislation also mandates at least 100 hours of community service along with a course on how prostitution and human trafficking are related. ***This bill was signed into law by the Governor on June 11, 2015.***

Sentencing of Public Officials

HB 115 by Rep. Gaetz will require public officials found guilty of bribery or corruption to pay restitution to local governments that were wronged by their crimes. The Senate version was sponsored by **Sen. Abruzzo.** ***This bill was signed into law by the Governor on June 11, 2015.***

Carrying a Concealed Firearm During Mandatory Evacuations

HB 290 by Sen. Brandes allows individuals to carry lawfully-owned firearms while in the act of evacuating during a mandatory evacuation order issued during a state of emergency declared by the Governor. The bill defines "in the act of evacuating" as "the immediate and urgent movement of a person away from the evacuation zone within 48 hours after a mandatory evacuation is ordered." ***This bill was signed into law by the Governor on May 21, 2015.***

Traffic Enforcement Agencies and Traffic Citations

SB 264 by Sen. Bradley clarifies that any agency or governmental entity vested with the powers to enforce traffic laws of the state, including any county or municipal agency or entity, is a traffic enforcement agency and prohibits a traffic enforcement agency from establishing a traffic citation quota. ***This bill was signed into law by the Governor on May 14, 2015.***

Public Records/Body Camera Recording Made by a Law Enforcement Officer

SB 248 by Sen. Smith creates a new, retroactive public record exemption that makes a body camera recording, or a portion thereof, confidential and exempt from public record disclosure, if the recording is taken:

- within the interior of a private residence;
- within the interior of a facility that offers health care, mental health care, or social services; or
- in a place that a reasonable person would expect to be private.

The bill provides specific circumstances in which a law enforcement agency may disclose a confidential and exempt body camera recording, and additional circumstances in which a law enforcement agency must disclose such a recording. ***This bill was signed into law by the Governor on May 21, 2015.***

Strategic Lawsuits Against Public Participation

A "strategic lawsuit against public participation" or SLAPP suit is a civil claim or counterclaim ostensibly brought to redress a wrong, such as defamation, invasion of privacy, or a business tort, but is actually brought to discourage or penalize the exercise of constitutionally protected rights.

The Citizen Participation in Government Act (CPGA), enacted in 2000, prohibits a governmental entity from filing a meritless suit solely in response to the exercise of the right to peacefully assemble, the right to instruct representatives, or the right to petition for redress of grievances before the various governmental entities of the state. A person sued by a governmental entity in violation of the CPGA is entitled to an expeditious resolution of a claim that the suit is a SLAPP suit and the recovery of actual damages. **SB 1312 by Sen. Simmons** amends the CPGA to:

- include meritless suits filed by private entities within the anti-SLAPP provisions of the CPGA;
- include the exercise of the constitutional right of free speech in connection with a public issue,
- defined as certain written or oral statements made before a governmental entity or made within certain media, to the protection from SLAPP suits; and
- provide that a meritless suit is prohibited by the CPGA if the primary basis for such suit is the exercise of rights protected by the CPGA.

This bill was signed into law by the Governor on May 21, 2015.

No Contact Orders

SB 342 by Sen. Simmons amends s. 903.047, F.S., clarifying that an order of no contact is effective immediately and enforceable for the duration of the pretrial release or until modified by the court. The bill also provides that, unless otherwise specified by the court, the term "no contact" includes:

- communicating orally or in any written form, either in person, telephonically, electronically, or in any other manner, either directly or indirectly through a third person, with the victim or any other person named in the order;
- having physical or violent contact with the victim or other named person or his or her property;
- being within 500 feet of the victim's or other named person's residence, even if the defendant and the victim or other named person share the residence; and
- being within 500 feet of the victim's or other named person's vehicle, place of employment, or a specified place frequented regularly by such person.

The bill provides two limited exceptions to the prohibition against oral or written communication between the defendant and victim or other persons named in the no contact order. Additionally, the bill requires the defendant to receive a copy of the order of no contact specifying the applicable prohibited acts before being released from custody on pretrial release. ***This bill was signed into law by the Governor on May 14, 2015.***

Juvenile Justice

Civil Citation Programs (CCPs), created under s. 985.12, F.S., give law enforcement officers (LEO) an alternative to arresting youth who have committed non-serious delinquent acts. Under a CCP, an LEO has discretion to issue a civil citation to a juvenile who admits to having committed a first-time misdemeanor, assess not more than 50 community service hours, and require participation in intervention services appropriate to any identified needs of the juvenile.

As of October 2014, CCPs were operational in 59 of Florida's 67 counties.

SB 378 by Sens. Garcia and Gibson amends s. 985.12, F.S., to:

- authorize a law enforcement officer to issue a warning or inform the juvenile's parent when a juvenile admits to having committed a misdemeanor;

- give the officer discretion to issue a civil citation or require participation in a similar diversion program if he or she decides not to issue a warning or notify the juvenile's parents;
- give the officer discretion to arrest the juvenile; if an arrest is made, an LEO must provide written documentation as to why an arrest was warranted; and
- allow a juvenile to participate in the civil citation program for a total of three separate misdemeanor offenses.

This bill was signed into law by the Governor on May 21, 2015.

Controlled Substances

Synthetic drugs, such as cannabinoids and cathinones, are industrial grade chemicals mixed to produce a "high" similar to what would be experienced when using illegal drugs such as marijuana or methamphetamine. Each year since 2011, the Florida Legislature has added synthetic cannabinoids, cathinones, and phenethylamines to Schedule I of Florida's controlled substances schedules. Since the 2014 Legislative Session, new formulas of synthetic cannabinoids have been developed that are not covered by current law.

HB 897 by Rep. Ingram adds five new synthetic cannabinoids to Schedule I of Florida's controlled substance schedules. As a result, the criminal penalties relating to the possession, sale, manufacture, and delivery of controlled substances will apply to these synthetic substances. ***This bill was signed into law by the Governor on May 14, 2015.***

False Personation

SB 1010 by Sen. Braynon amends s. 843.08, F.S., to add "firefighter" and a "fire or arson investigator of the Department of Financial Services" to the list of officers that may not be falsely personated. ***This bill was signed into law by the Governor on May 14, 2015.***

Relief/Estate of Manuel Antonio Matute/Palm Beach County Sheriff's Office

HB 3533 by Rep. Santiago compensates the Estate of Manuel Antonio Matute for the death of Manuel as the result of negligence by the Palm Beach County Sheriff's Office. Manuel's vehicle was struck by a Palm Beach County Sheriff's Office vehicle that veered over the median and into oncoming traffic. Based on a settlement agreement, the sherif''s office agreed to pay $371,850.98 in addition to the $128,149.02 that has already been paid. Payment for attorney fees, lobbying fees and costs is limited to 25 percent of the award. ***This bill was signed into law by the Governor on June 11, 2015.***

Relief/Javier Soria/Palm Beach County

HB 3547 by Rep. Raulerson compensates Javier Soria for injuries sustained as the result of negligence by Palm Beach County. Javier was struck by a Palm Beach County truck while riding his motorcycle. Based on a settlement agreement, the county agreed to pay $108,000 in addition to the $200,000 that has already been paid. Payment for attorney fees, lobbying fees and costs is limited to 25 percent of the award. ***This bill was signed into law by the Governor on June 11, 2015.***

7.2. TRANSPORTATION & GROWTH MANAGEMENT ISSUES

Property Rights

The United States Supreme Court has held that a government cannot deny a land-use permit based on a landowner's refusal to accede to the government's demands to either turn over property or pay money to the

government unless there is an essential nexus and rough proportionality between the government's demand on the landowner and the effect of the proposed land use.

HB 383 by Reps. Edwards and Perry creates a cause of action to recover monetary damages, including injunctive relief, for landowners where local and state governmental entities impose conditions that rise to the level of unconstitutional exactions. A property owner would need to inform the governmental agency of his/her intent to file suit within 180 days of the exaction and at least 90 days before filing the suit. The governmental agency would in turn need to respond in writing to this complaint explaining why it believes the exacting is lawful and necessary (the bill clarifies that this response may not be used against it in court, except in the assessment of attorney fees or other costs). For each claim filed, the government would have the burden of proving that there is a nexus of public interest and that their actions are proportionate to the impacts from the proposed use that they are trying to avoid, minimize, or mitigate. The property owner in turn would have to prove damages were caused by the exaction. Attorney fees may be awarded to either side based on who prevails in the case. Impact fees and non-ad valorem assessments are exempt from these new provisions, as well as any exactions taken before October 1st, 2015.

The bill also amends the Bert J. Harris, Jr. Private Property Act to provide that only those property owners who real property is the subject of, and directly impacted by, the action of a governmental entity may bring suit under the Act. Additionally, the bill provides that the Act's safe harbor provisions for settlement agreements between a property owner and governmental entity apply regardless of when the settlement agreement was entered into. Flood Insurance Rate Maps issued by FEMA are now exempt from the Act, except in cases where the elevation of the property is incorrectly assessed and published (such an action may result in an unnecessary loss in property value). ***This bill was signed into law by the Governor on June 11, 2015.***

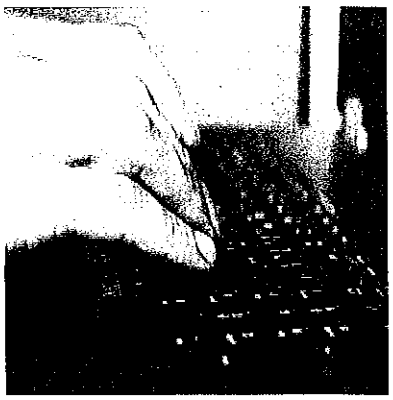
Freight Logistics Zones

HB 257 by Rep. Ray creates s. 311.103, F.S., defining a freight logistics zone as a grouping of activities and infrastructure associated with freight transportation and related services around an intermodal logistics center. The bill allows a county, or two or more contiguous counties, to designate a geographic area or areas within its jurisdiction as a freight logistics zone. The designation must be accompanied by a strategic plan adopted by the county or counties. ***This bill was signed into law by the Governor on June 10, 2015.***

Residential Master Building Permits

HB 1151 by Rep. Ingoglia allows builders to apply to local governments for a master permit when building several of the same type of unit. The local government would be required to develop the permit program only upon written request of the builder and within 6 months of the request. The governing board of the local government would be allowed to set the fees for the program. The program is designed to achieve standardization and reduce the time spent by local building departments during the site-specific building permit application process. ***This bill was signed into law by the Governor on June 11, 2015.***

7.3. GENERAL GOVERNMENT ISSUES



Online Voter Registration

SB 228 by Sen. Clemens allows citizens to register to vote using a website designed by the Florida Division of Elections. Beginning October 1, 2017, the bill requires an online voter registration system to be available for purposes of registering first-time voters and updating existing voter registrations. It requires the Division of Elections of the Department of State to establish a secure Internet website that safeguards an applicant's information, complies with certain information technology security provisions, and uses a unique identifier for each applicant to prevent

unauthorized persons from altering a voter's registration information. The system must comply with certain federal laws to ensure equal access to voters with disabilities. In addition, the bill requires the division to conduct a comprehensive risk assessment of the system before making it publicly available and every two years thereafter.

The bill requires the division to submit a report to the President of the Senate and the Speaker of the House of Representatives regarding the implementation of online voter registration no later than January 1, 2016.

For the 2015-2016 fiscal year, the bill appropriates $1.8 million in nonrecurring funds from the Federal Grants Trust Fund to DOS to implement online voter registration. ***This bill was signed into law by the Governor on May 15, 2015.***

Exemption from Legislative Lobbying Requirements

SB 984 by Braynon revises the definition of the term "expenditure" for purposes of the legislative expenditure ban to create an exception to the expenditure ban for a public-legislative use. It provides that a public-legislative use is the use of a public facility or property that is made available by a governmental entity to a legislator for a public purpose, regardless of whether the governmental entity is required to register a person as a lobbyist. ***This bill was signed into law by the Governor on May 14, 2015.***

Surveillance by a Drone

SB 766 by Sen. Hukill amends the Freedom from Unwarranted Surveillance Act to prohibit a person, state agency, or political subdivision from using a drone equipped with an imaging device to record an image of privately owned real property or the owner, tenant, occupant, invitee, or licensee of such property; with the intent to conduct surveillance on the individual or property in violation of such person's reasonable expectation of privacy; and without that individual's written consent. The bill creates a limited exception for a person or entity engaged in a business or profession licensed by the state, or by an agent, employee, or contractor of the state only if the drone is used to perform reasonable tasks within the scope of practice permitted under such license. Additional limited exemptions include an employee or contractor of a property appraiser; an electric, water, or natural gas utility; and aerial mapping. ***This bill was signed into law by the Governor on May 14, 2015.***

Designated Areas for Skateboarding, Inline Skating, Paintball, etc.

SB 408 by Sen. Simmons changes present law to now authorize local governments to allow skateboarding, inline skating, and freestyle bicycling in designated areas by children under 17 years of age without requiring written consent from a parent or legal guardian. The bill also changes present law to authorize local governments to allow children under 17 years of age to engage in paintball and mountain and off-road bicycling in designated areas with the written consent of only one parent or legal guardian. ***This bill was signed into law by the Governor on May 21, 2015.***

Peril of Flood

SB 1094 by Sen. Brandes makes changes to current law relating to the peril of flood and the offering of private flood insurance as an alternative to coverage provided through the National Flood Insurance Program (NFIP).

The bill requires surveyors and mappers to complete elevation certificates in accordance with procedures developed by the Division of Emergency Management and requires local governments to include certain coastal management elements for their comprehensive plans. In addition, the bill amends s. 627.715, F.S., to:

- create a new type of flood insurance, called "flexible flood insurance," which is defined as coverage for the peril of flood that may include water intrusion coverage, and includes or excludes specified provisions, including the authority to limit coverage to only the outstanding mortgage on the property and to allow dwelling loss to be adjusted only on the actual cash value of the property;
- clarify the definition of supplemental insurance to permit coverage in excess of any other insurance covering the peril of flood;

- allow an insurer to request a certification from OIR that acknowledges that a private flood policy equals or exceeds the coverage offered by NFIP, and, subject to the OIR's determination that such policy is NFIP-equivalent, these certifications may be used in advertising and communications with agents, lenders, insureds, and potential insureds.

The bill provides that an insurer or agent who knowingly misrepresents that a flood policy, contract, or endorsement is certified commits an unfair and deceptive act. ***This bill was signed into law by the Governor on May 21, 2015.***

7.4. FINANCE AND TAX ISSUES

Reduced Fees for County & Municipal Parks and Transportation Authorities

HB 1095 by Rep. Rooney, and its Senate version, **SB 1430 by Sen. Abruzzo**, both died. Rooney's bill had passed the House and was in Senate messages when Session came to a close. The bills would have required counties and municipalities to provide discounts on public park entrance fees to military members, veterans, spouses, and parents of certain deceased military members, law enforcement officers, firefighters, and emergency workers.

Low Voltage Alarm Systems

SB 466 by Sen. Flores reduces the maximum amount a local government may charge for permit fees for low-voltage alarm systems from $55 to $40. It will also prohibit local governments from charging any additional fees for the installation of a new system or replacement of an old one. The legislation also clarifies that a wireless alarm system does not require a permit. ***This bill was signed into law by the Governor on May 21, 2015.***

Emergency Fire Rescue Services and Facilities Surtax

HB 209 by Rep. Artiles revises the Emergency Fire Rescue Services and Facilities Surtax to distribute the revenue to all providers in a county that adopts the surtax, rather than only providers that enter into an interlocal agreement with the county. The bill provides local government providers with revenue from the surtax proportionate to their annual expenditures for fire control and emergency fire rescue services from the preceding five years. The Palm Beach County Firefighters support the legislation.

Property Appraisers

Current law requires property appraisers to submit a proposed budget for the operation of the appraiser's office to the Department of Revenue (DOR). DOR may amend the initial budget submission. After reviewing further information that may be submitted by the property appraiser and appropriate board of county commissioners (board), DOR issues a final budget determination.

HB 213 by Rep. Moraitis provides that boards must fund property appraisers according to the amount determined by DOR in its final budget determination, and must fund the department-approved budget during the pendency of an ongoing appeal to the Administration Commission. A board's obligation to fund the property appraiser's office at the level set by DOR is not affected merely by the filing of an appeal to the Administration Commission. Only if the commission chooses to amend the budget will the board's obligation change. ***This bill was signed into law by the Governor on June 2, 2015.***

Military Housing Ad Valorem

Current Florida law provides an exemption from ad valorem taxation for property owned by the United States. This exemption specifically applies to leasehold interests in property owned by the United States government when the lessee serves or performs a governmental, municipal or public purpose or function. Federal law also recognizes the immunity of property of the United States from ad valorem taxation.

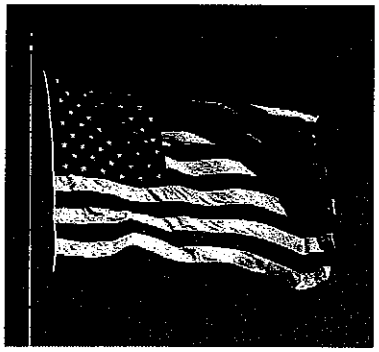
HB 361 by Reps. Trumbull and Smith (J) recognizes in statute that leaseholds and improvements constructed and used to provide housing pursuant to the federal Military Housing Privatization Initiative on land owned by the federal government are exempt from ad valorem taxation. The bill is expected to have a local government property tax revenue impact of either zero or negative. ***This bill was signed into law by the Governor on May 21, 2015.***

Value Adjustment Board Proceedings

Current law gives property owners the opportunity to challenge the property appraiser's valuation of their property for ad valorem taxation purposes. One way to challenge is to petition the county value adjustment board (VAB). **HB 489 by Rep. Sullivan** makes the following revisions to the process for petitioning a VAB:

- The clerk of the VAB must have available and distribute petition forms (a function already performed by the property appraiser)
- An owner of multiple, similar items of tangible personal property may file a single, joint petition protesting the assessment of such property
- During the evidence exchange process, the property appraiser must include the petitioner's property record card regardless of whether the card was provided by the clerk
-

The bill is expected to have a negative fiscal impact of approximately $100,000 annually on VAB fee revenues in the aggregate, and may result in minimal additional expenditures by VAB clerks and property appraisers. ***This bill was signed into law by the Governor on June 10, 2015.***



All-American Flag Act

HB 225 by Reps. Cortes (B) and Campbell requires any U.S. flag or state flag purchased after January 1, 2016, by the State or a local government for public use be made in the United States from materials grown, produced, and manufactured in the United States.

The bill is not anticipated to have a fiscal impact on state government. The bill may have an insignificant negative fiscal impact on local governments, depending on the extent to which local governments are currently purchasing flags that do not comply with the requirements of the bill and the cost difference between compliant and non-compliant flags. ***This bill was signed into law by the Governor on June 11, 2015.***

7.5. ENVIRONMENTAL/NATURAL RESOURCES/AGRICULTURAL ISSUES

Fracking

HB 1205 by Rep. Ray Rodrigues was a casualty of the House's abrupt sine die. The bill, which had passed the House, was being heard in the Senate when word reached the Senate that the House had adjourned sine die, leading to it being temporarily postponed. The bill was taken up again the following day, but the Senate sponsor, Sen. Garrett Richter, lacked the two-thirds vote he needed to waive rules and vote to send the bill to the Governor. The bill would have established a regulatory framework for hydraulic fracturing, including a permitting process through the Florida Department of Environmental Protection. A companion bill, **HB 1209 by Rep. Rodriguez**, which would have exempted fracking companies from divulging proprietary information in public records requests, failed to pass the House before it adjourned.

7.6. HEALTH AND HUMAN SERVICES

Crisis Stabilization Services

HB 79 by Rep. Cummings creates the Crisis Stabilization Services Utilization Database. The Department of Children and Families (DCF) must develop, implement, and maintain standards under which a behavioral health managing entity must collect utilization data from public receiving facilities located within its geographic service area.

The bill requires public receiving facilities to submit specified utilization data to managing entities in real time or at least daily. Managing entities must perform reconciliations monthly and annually to ensure data accuracy. ***This bill was signed into law by the Governor on June 10, 2015.***

7.7. LOCAL BILLS

School District of Palm Beach County Business Partnership Program

HB 1253 by Rep. Pat Rooney establishes the School District of Palm Beach County Business Partnership Program. This bill removes the need for periodic renewal of the pilot program that was established by the Legislature in 2008. It would continue to allow schools in the unincorporated areas of Palm Beach County to recognize its business partners by displaying the names of the partners on school property. In return for having their names publicly displayed, the partners fund programs such as Project Graduation and extracurricular activities. ***This bill was signed into law by the Governor on June 10, 2015.***

West Palm Beach Water Catchment Area

HB 1213 by Rep. Lori Berman reduces a boundary of the West Palm Beach Water Catchment Area. This bill helps move forward plans for a new two-team spring training facility on land that was a former landfill in the City of West Palm Beach. ***This bill was signed into law by the Governor on June 10, 2015.***

West Palm Beach Firefighter Pension

HB 1167 by Rep. Dave Kerner amends the West Palm Beach Firefighter Pension Special Act. The changes made by this bill are the result of a collective bargaining agreement between the City of West Palm Beach and International Association of Firefighters Local 727. The bill defines "Fire Chief" as the executive officer for the City of West Palm Beach Fire Department. This legislation also provides that a portion of the Chapter 175 premium taxes must be used to reduce the employee contributions and the remainder must be allocated to the member share accounts. ***This bill was signed into law by the Governor on June 10, 2015.***

PALM BEACH COUNTY
FLORIDA

TAB 2

TAB 3

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 15, 2015 **Agenda Item No.** Tab 3

Agenda Title: Quarterly Report COP Presentation

[ ] CONSENT AGENDA
[X] **PRESENTATION**/PROCLAMATION
[ ] PUBLIC HEARING
[ ] BID/RFP AWARD
[ ] DISCUSSION/POSSIBLE ACTION
[ ] RESOLUTION
[ ] ORDINANCE ON ____ READING
[ ] OTHER:

Approved by Town Manager _____ **Date:** 7-7-15

John O. D'Agostino, Town Manager
Name/Title

Originating Department:	Costs: $ **0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:**
Town Manager		None
Advertised: Date: _____ Paper: _____ [X] 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_____ or Not applicable in this case JOD ____ **Please initial one.**

Summary Explanation/Background:

Captain Jeffery C. Lindskoog Division Commander for Community Services from the Palm Beach County Sheriff's Office will be on hand to present the department's Quarterly Report on the agency's Citizens on Patrol (COP) program. After Captain Lindskoog's report/presentation he will entertain questions and provide answers to the Commission on the COP program.

Recommended Motion: None. This is a presentation only.

Consent Agenda

TAB 4

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **July 15, 2015** **Agenda Item No.** Tab 4

Agenda Title: Regular Commission Meeting Minutes of July 1, 2015

[ ] SPECIAL PRESENTATION/REPORTS **[X] CONSENT AGENDA**
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[ ] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 7-6-15

Vivian Mendez – Town Clerk
Name/Title

Originating Department: **Town Clerk**	Costs: **$ 0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Agenda** **meeting minutes** **Exhibits "A – E"**
Advertised: Date: _____ Paper: _____ **[X] 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_____ or Not applicable in this case *VM* **Please initial one.**

Summary Explanation/Background:

Recommended Motion:

To approve the Regular Commission Meeting minutes of July 1, 2015.

AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, July 1, 2015, 6:30 p.m.
Lake Park Town Hall
535 Park Avenue

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

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
None

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.

1. Regular Commission Meeting Minutes of June 17, 2015 **Tab 1**

F. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:
None

G. PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:
None

H. NEW BUSINESS:

2. Resolution No. 18-07-15 To Amend the Town of Lake Park Uniform Classification System to Add the Job Description for the Positon of Office Assistant **Tab 2**

3. Designation of the Town's Voting Delegate for the 2015 Annual Conference of the Florida League of Cities **Tab 3**

4. Proposed Workshop Schedule **Tab 4**

5. 2016 Municipal Election Packet **Tab 5**

6. Lea Davis Settlement Agreement **Tab 6**

I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

J. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, July 15, 2015

Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, July 1, 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 1, 2015 at 6:30 p.m. Present were Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Manager John O. D'Agostino, Assistant Town Attorney Matt Ramenda, and Town Clerk Vivian Mendez. Mayor DuBois was absent.

Town Clerk Mendez performed the roll call and Vice-Mayor Glas-Castro led the pledge of allegiance.

SPECIAL PRESENTATIONS/REPORTS
None

PUBLIC COMMENT:
Roselyn Saunders, 211 E. Ilex Drive asked the Commission to consider holding a Labor Day Rainbow Parade for children in Lake Shore Park. She suggested that the Commission utilize Bert Bostrom ballfield.

CONSENT AGENDA:

1. Regular Commission meeting minutes of June 17, 2015.

Motion: Commissioner O'Rourke moved to approve the consent agenda; Commissioner Flaherty seconded the motion.

Vote on Motion:

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

Motion passed 4-0.

PUBLIC HEARING(S) – ORDINANCE ON FIRST READING:
None

PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:
None

NEW BUSINESS:

2. Resolution No. 18-07-15 to amend the Town of Lake Park Uniform Classification System to add the Job Description for the position of Office Assistant.

Town Manager D'Agostino presented the item (see Exhibit "A").

Motion: Commissioner O'Rourke moved to approve Resolution No. 18-07-15; Commissioner Rapoza seconded the motion.

Vote on Motion:

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

Motion passed 4-0

3. Designation of the Town's Voting Delegate for the 2015 Annual Conference of the Florida League of Cities.

Town Manager D'Agostino presented the item (see Exhibit "B"). The Commission discussed who would be attending the Annual Florida League of Cities Conference.

Motion: Commissioner Rapoza moved to designate Vice-Mayor Glas-Castro as the voting delegate for the 2015 Annual Conference of the Florida League of Cities; Commissioner O'Rourke seconded the motion.

Vote on Motion:

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

Motion passed 4-0.

4. Proposed Workshop Schedule.

Town Manager D'Agostino presented the item (see Exhibit "C"). The Commission discussed which proposed dates they would all be available to attend budget workshop meetings.

Motion: Commissioner Flaherty moved to schedule the budget workshop meetings for Monday July 13, 2015 and Wednesday August 12, 2015; and to set the budget public hearings for Thursday, September 3, 2015 and Tuesday September 15, 2015

with all meetings to begin at 6:30 p.m. in the Town Hall Commission Chamber; Commissioner O'Rourke seconded the motion.

Vote on Motion:

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

Motion passed 4-0.

5. 2016 Municipal Election Packet.

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

6. Lea Davis Settlement Agreement.

Town Manager D'Agostino presented the item (see Exhibit "E"). Commissioner Flaherty stated that he would not be commenting or voting on the item because of a voting conflict of interest.

Motion: Commissioner O'Rourke moved to approve the Lea Davis Settlement Agreement; Commissioner Rapoza seconded the motion.

Vote on Motion:

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

Motion passed 3-1 due to a voting conflict.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Assistant Town Attorney Ramenda explained that the Library's air conditioning unit needed emergency repair or replacement and the expense might exceed the Town Manager's spending authority of $10,000. Staff would be going through a bid process in the purchase and installation of a new air conditioning unit for the Library. Finance Director Blake Rane explained the Town's purchasing policy and bid process. He suggested that the emergency spending authority be raised to $15,000. Commissioner Rapoza asked how long would it take to purchase and install an air conditioning unit for the Lake Park Public Library. She suggested spot coolers be used until the air conditioner can be installed.

Motion: Commissioner O'Rourke moved to approve a one-time increase in the Town Manger's spending authority up to $15,000 in order to make an emergency

purchase of an air conditioning unit for the Lake Park Public Library; Commissioner Rapoza seconded the motion.

Vote on Motion:

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

Motion passed 4-0

Town Manager D'Agostino announced a Sea school course would be taught at the Lake Park Harbor Marina by Abe Axel during the following dates: August 21 -23; August 28-30, 2015 and again on December 4-6 and December 11-13, 2015 in the Harbor Marina meeting room. He explained that the course would be a six-pack license certification course. He explained that two (2) spots would be reserved for Lake Park residents. He explained that the United States Course Guard (USCCG) would visit the Lake Park Harbor Marina to inspect the Marina and it could the be considered for becoming a USCG approved training facility. He stated that each course would have 20 spots per class. He stated that he would be on vacation from July 18, 2015 through August 1, 2015.

Commissioner Rapoza stated that it was a successful Sunset Celebration. She asked the Commission to allow the Town Manager to write a letter to Governor Scott expressing the Town's dire need for funding of drainage improvements on Lake Shore Drive. Vice-Mayor Glas-Castro suggested that the letter be written to Governor Scott, Representative Bobby Powell and Senator Jeff Clemens. The Commission gave consensus to have the Town Manager draft a letter for all the Commissioners to sign regarding the Lake Shore Drive drainage improvements needed in Lake Park. Town Clerk Mendez explained that Senator Clemens would be giving a presentation at the July 15, 2015 Commission meeting. She explained that 801 Lake Shore Park condominium had collected many unclaimed bicycles. The bicycles were donated to the Palm Beach County Sheriff's Office who were able to donate them to many children.

Commissioner Flaherty wished everyone a safe Fourth of July. He stated that the Sunset Celebration was successful and that Seeds of Hope would be at the next few events.

Commissioner O'Rourke thanked Roselyn Saunders for discussing the need to use Bert Bostrom field. He he was approached by the North Palm Little League program and Lake Park residents have received an extended invitation to join their league. He thanked Vice-Mayor Glas-Castro for volunteering and participating in the local and state League of Cities. He stated that there are several Ordinances regarding the restrictions of the public parks and how those Ordinances are enforced. He asked that during the budget process that the Commission consider removing the parking meters if they are not generating revenue for the Town. He suggested selling the parking meters as a way to earn some revenue or moving them to another location. He asked the Commission to think of other alternatives to the parking meters. He asked for the status of the Kelsey and Lake Shore Park restrooms improvements grant and expressed concern that the Town was on

schedule to have the project completed. Public Works Director Hunt explained that staff has been working closely with Palm Beach County. He stated that staff has completed the bid process for an architectural firm and a committee would be evaluating the submittals of the bid. He explained that the Town was on schedule for all the required tasks. Commissioner O'Rourke wished everyone a Happy 4th of July.

Vice-Mayor Glas-Castro announced that the Art on Park Gallery would be hosting an art reception on Friday, July 10, 2015 from 5:00 – 8:00 p.m. She stated that last week she attended the Florida League of Cities Legislative Policy Committee meeting and she tried to advance a policy issue regarding abandoned shopping carts. The Committee did not want to tackle this topic. She stated that the Committee developed three priorities. The three priorities are public records law; backyard gun ranges; vacation rentals. Happy 4th of July.

Mayor DuBois absent.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Rapoza and seconded by Commissioner Flaherty, and by unanimous vote, the meeting adjourned at 7:40 p.m.

_____
Mayor James DuBois

_____
Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2015

Exhibit "A"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 1, 2015 **Agenda Item No.** Tab 2

Agenda Title: Resolution to Amend the Town of Lake Park Uniform Classification System to Add the Job Description for the Position of Office Assistant

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[x] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager [signature] **Date:** 6-15-15

[signature]
Name/Title HUMAN RESOURCES DIRECTOR

Originating Department: **Human Resources**	**Costs: $ -0-** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Resolution and Job Description**
Advertised: Date: _____ Paper: _____ **[x] 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_____ or **Not applicable in this case:** **BMT** **Please initial one.**

Summary Explanation/Background:

At its June 3, 2015 meeting, the Commission approved a Fiscal Year 2014/2015 budget adjustment which included an allocation of $6,777 in regular salaries plus $518.00 in FICA for the position of Office Assistant. The pay range for this position will be $16.98 to $26.80 per hour. The purpose of this agenda item is to amend the Town's Uniform Classification System to add the job description for the position of Office Assistant, which will be assigned to various Town Hall departments and will be cross trained to provide support to each department in Town Hall, and will "fill-in" during staff vacations, sick leave and other approved staff absence and during times of high workload.

Recommended Motion: **I move to approve Resolution** 18-07-15.

Exhibit "B"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 1, 2015 **Agenda Item No.** Tab 3

Agenda Title: Designation the Town's Voting Delegate for the 2015 Annual Conference of the Florida League of Cities

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[X] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date: ___06/02/2015_____**

John O. D'Agostino, Town Manager
Name/Title

Originating Department: **Town Manager**	Costs: $ 0 Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Designation of Voting Delegate Form**
Advertised: Date: _____ Paper: _____ [X] 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_____ or Not applicable in this case _JOD___ **Please initial one.**

Summary Explanation/Background:
The 89th Annual Florida League of Cities Conference will be held in Orlando from August 13-15, 2015 at the World Center Marriot. The Commission will need to designate a Voting Delegate to represent the Town at the Annual Business Meeting. The voting delegate is typically an elected official of the town who will be attending the conference, but can be an appointed official as well.

Recommended Motion: I move to designate _____ as the Voting Delegate for the Town of Lake Park to the 89th Annual Conference of the Florida League of Cities to be held in Orlando, Florida from August 13th through the 15th, 2015.

Exhibit "C"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **July 1, 2015** **Agenda Item No.**

Agenda Title: **Proposed Workshop Dates**

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON FIRST READING
[X] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 6-19-15

Vivian Mendez – Town Clerk
Name/Title

Originating Department: **Town Clerk**	Costs: **$ 0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:**
Advertised: Date: _____ Paper: _____ **[X] 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_____ or Not applicable in this case *VM* **Please initial one.**

Summary Explanation/Background: It is budget season again, which mean additional Commission meetings and workshops need to be scheduled. Please check your availability on the following dates and prepare to discuss alternate dates.

Proposed budget meeting dates:

Wednesday, July 22, 2015	Commission Budget Workshop (forth Wednesday in July)
Wednesday, August 12, 2015	Commission Budget Workshop (second Wednesday in August)
Thursday ~~Tuesday~~, September ~~1~~ 3, 2015	First Public Hearing on the Budget (first Tuesday in September)
Tuesday, September 15, 2015	Second Public Hearing on the Budget (third Tuesday in Sept.)

Visioning Workshop dates:

The visioning workshop will require a little more time to organize. The Town Manager desires for staff to meet to discuss and design a scope of service for the Treasure Coast Regional Planning Council to operate as the facilitator with the Commission and Staff to develop a comprehensive

Visioning/Strategic Plan for the Town of Lake Park. Both the Manager and Staff feel that a facilitator for the workshop will result in a better overall development plan for the town. The projected time frame for the Visioning/Strategic Plan Workshop will be early to late September.

Recommended Motion: Vote to approve the staff recommended workshop dates as follows:

Monday ~~Wednesday~~, July ~~22~~ 13, 2015	Commission Budget Workshop (forth Wednesday in July)
Wednesday, August 12, 2015	Commission Budget Workshop (second Wednesday in August)
Thursday ~~Tuesday~~, September ~~1~~ 3, 2015	First Public Hearing on the Budget (first Tuesday in September)
Tuesday, September 15, 2015	Second Public Hearing on the Budget (third Tuesday in Sept.)

Thursday 3

Exhibit "D"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **July 1, 2015** **Agenda Item No.** Tab 5

Agenda Title: **Information pertaining to the 2016 Municipal Election**

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON FIRST READING
[X] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 6-17-15.

Vivian Mendez – Town Clerk
Name/Title

Originating Department: Town Clerk	Costs: **$ 0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **2016 Municipal Election Packet**
Advertised: Date: _____ Paper: _____ **[X] 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_____ or Not applicable in this case *VM* **Please initial one.**

Summary Explanation/Background:

The 2016 Municipal Election will be upon us in eight (8) months with the qualifying period beginning in only four (4) months. As a result of the action taken by the Florida Legislators earlier this year, the 2016 Municipal Election will be combined with the Presidential Preference Primary on March 15, 2016. This means that the municipal qualifying period has been moved up significantly.

At the June 17, 2015 Regular Commission meeting the Commission adopted Ordinance 08-2015 Amending Article IV, Section 3 of the Town Charter Pertaining to the Date of Regular Town Elections. The Ordinance established the qualifying period for the March 2016 Municipal Election as **Tuesday, November 24, 2015 beginning at noon through Tuesday, December 8, 2015 ending at noon.**

Attached is the 2016 election packet. Any Town of Lake Park resident desiring to be a candidate for Lake Park Commissioner will need the attached information. A Lake Park resident is NOT considered a candidate for Commissioner until the "Appointment of Campaign Treasurer and Designation of Campaign Depository for Candidates" (see attached) is properly filed with the Town of Lake Park's Town Clerk's Office.

Recommended Motion: This item does not require a motion, second, and a vote. This item is for informational purposes only.

Exhibit "E"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **July 1, 2015** **Agenda Item No.**

Agenda Title: **Lea Davis Settlement Agreement**

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[X] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 6-26-15

John O. D'Agostino
Name/Title

Originating Department: **Lake Park Marina**	Costs: $ 8,000 Funding Source: Acct. # [X] Finance _____	**Attachments:** **Proposed Settlement Agreement**
Advertised: Date: _____ Paper: _____ [ ] 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_____ or Not applicable in this case JOD____ **Please initial one.**

Summary Explanation/Background:

Lea Davis was an employee of the Lake Park Marina. She was terminated from her employment by former Town Manager Dale Sugerman. Ms. Davis hired an attorney and threatened to file suit against the town. Upon review of the circumstances involving her termination, legal counsel and Town Manager John O. D'Agostino agreed to initiate settlement discussions. Ms. Davis' initial demand for settlement was for back wages, damages loss of income, attorney fees and loss of income from insurance. The initial request for settlement totaled $13,018. If the lawsuit was filed, the cost of defending the suit would be substantially greater than $8,000. The town's insurance deductible for such claims is $25,000.

The Town is recommending to the Commission to enter into a proposed settlement agreement with former Marina employee Lea Davis in the amount of $8,000. This agreement will represent a complete settlement between the parties of all issues, claims, demands, suits etc. and no other statement, promises or understanding of either party will alter the terms and conditions of the agreement. The payment of $8,000 shall not be construed as or deemed to be evidence of any admission of liability whatsoever on the part of the town or the former town manager. The execution of the proposed settlement agreement through a vote of the Town Commission to permit Town Manager John O. D'Agostino to sign the settlement agreement on behalf of the Town of Lake Park Town Commission, the agreement will then become public.

Recommended Motion: Move to authorize the town manager to sign the Agreement and Release between the Town of Lake Park and Lea Davis.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Flaherty Erin Thomas	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Town of Lake Park Florida (Commission)
MAILING ADDRESS 639 Evergreen Dr.	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY COUNTY Lake Park FL 33403	NAME OF POLITICAL SUBDIVISION: ~~Comm~~ Town of Lake Park FL
DATE ON WHICH VOTE OCCURRED 7.1.15	MY POSITION IS: Commissioner ☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Erin Flaherty, hereby disclose that on July 1st, 20 15 :

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, ___ ;

✓ inured to the special gain or loss of my relative, Sister ;

___ inured to the special gain or loss of ___, by whom I am retained; or

___ inured to the special gain or loss of ___, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

7·1·15
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

TAB 5

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 15, 2015 **Agenda Item No.** Tab 5

Agenda Title: Award of Annual Budgeted Sidewalk Replacement Contract

[ ] SPECIAL PRESENTATION/REPORTS **[X] CONSENT AGENDA**
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[ ] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 6-30-15

_____
David Hunt / Public Works Director

Originating Department: **Public Works**	**Costs: N.T.E. $24,874.00** **Funding Source: Streets & Roads, FY 2015 Budget** **Acct. # 190-63050** **[X] Finance** _____	**Attachments:** **- Replacement Location Spreadsheet** **- Contractor Quote Sheets w/ Unit Costs** **- Florida Department of State Printout Stating the Active Corporate Status of Dunworth Construction, Inc,** **- A Copy of Dunworth's Florida Contractor's License** **- Copies of Dunworth Construction's Insurance Documents**
Advertised: Date: _____ Paper: _____ **[X] 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_____ or **Not applicable in this case** **Please initial one.**

Summary Explanation/Background:

The Fiscal Year 2014-2015 Streets & Roads Fund contains a line item for sidewalk improvements. Every year, a list is compiled of areas in need of sidewalk replacement based upon citizens' reports of unsafe conditions to the Town as well as field observations made by Code Compliance Officers and Public Works personnel. The Town Code of Ordinances,

Section 72-2, addresses the obligation of property owners to maintain the public sidewalks adjacent to their property. However there are instances when it cannot be determined that the property owner has caused the unsafe condition of the sidewalk and the Town uses the budgeted funds to make the necessary repairs.

Upon inspection, a sidewalk that has been reported to Town staff is given a rating between one and five, with five being the most severely damaged. Sidewalks with either a rating of four or five are targeted annually for replacement by a contractor submitting a low, competitive quote.

This year, three contractors were solicited to provide unit price quotes. The attached spreadsheet reflects the three responding contractors' unit pricing. The low bidder, Dunworth Construction, Inc., has agreed to perform the work for the amount of $22,612.72 using the Town's calculated quantities. If additional work is performed, it shall be paid using the submitted unit prices. When performing demolition and replacement of sidewalks it is prudent to allow a ten percent contingency. The total cost of this year's project, including the contingency would be $24,874.

Recommended Motion: I move to award the Annual Sidewalk Improvement Project to Dunworth Construction, Inc. in the amount of $22,612.72 and to provide for contingencies in the amount of $2,261.27.

Town of Lake Park
Sidewalk Replacement Locations

Fiscal Year 2015

Location	Width	Length	Thickness	Square Footage	ADA mat / stamp	Expansion Joint	Roots	Condition Rating
807 5th street south of address	5'	11' 4"	4"	56.7	no	no	?	4
807 5th street south of address	5'	5' 3"	4"	26.3	no	no	?	4
729 Cypress Dr.	5'	10'	4"	50.0	no	no	?	4
729 Cypress Dr.	5'	5'	4"	25.0	no	no	?	4
609 6 street	5'	10' 6"	4"	52.5	no	no	?	4
609 6 street	5'	5'	4"	25.0	no	no	?	4
330 Cypress Dr.	5'	23' 6"	4"	117.5	no	no	?	5
344 Cypress Dr.	5'	12' 6"	4"	62.5	no	no	?	5
344 Cypress Dr.	5'	7' 10"	4"	39.2	no	no	?	5
105 Lake Shore Dr. (ship store)	5'	6' 5"	4"	32.1	no	no	no	4
2nd street @ Date Palm Dr. (Lottie May Miller park)	5'	5'	4"	25.0	no	no	no	5
1215 4th street (on Crescent Dr)	5'	20' 6"	4"	102.5	no	no	?	5
355 E. Jasmine Dr.	5'	6' 6"	4"	32.5	no	no	?	5
804 Federal Hwy. (on Hawthorne Dr.)	5'	4' 9"	4"	23.8	no	no	yes	5
804 Federal Hwy. (on Hawthorne Dr.)	5'	15'	4"	75.0	no	no	yes	5
804 Federal Hwy. (on Hawthorne Dr.)	5'	5'	4"	25.0	no	no	no	5
720 Federal Hwy. (on Greenbriar Dr.)	5'	11' 4"	4"	56.7	no	no	?	4
105 Park Ave.	5'	5'	4"	25.0	no	no	?	4
105 Park Ave.	5'	5'	4"	25.0	no	no	?	4
105 Park Ave.	5'	30'	4"	150.0	no	no	?	4
804 Date Palm Dr.	5'	18' 9"	4"	93.8	no	no	?	5
804 Date Palm Dr.	5'	30'	4"	150.0	no	no	?	5
814 Date Palm Dr.	5'	35'	4"	175.0	no	no	yes	4
814 Date Palm Dr.	5'	14' 9"	4"	73.8	no	no	yes	5
333 Foresteria Dr.	5'	25'	4"	125.0	no	no	?	4
339 Foresteria Dr.	5'	10' 6"	4"	52.5	no	no	?	4
339 Foresteria Dr.	5'	15'	4"	75.0	no	no	?	4
311 9th Street	5'	10'	4"	50.0	no	no	?	5
752 Cypress Dr.	5'	5'	4"	25.0	no	no	?	4

2 = Narrow crack / shallow spall; potential trip hazard
3 = Cracks > 1/8" wide and /or deep spalls; 1/4" - 1/2" lip
4= 1/2" - 3/4" lip or elevation drop; multiple cracks; trip hazards
5 = > 3/4" lip; severely crushed; in need of " Immediate Repair "

Town of Lake Park
Sidewalk Replacement Locations

Fiscal Year 2015

Location	Width	Length	Thickness	Square Footage	ADA mat / stamp	Expansion Joint	Roots	Condition Rating
752 Cypress Dr.	5'	5'	4"	25.0	no	no	?	4
350 Bayberry Dr. (on 4th street)	5'	4' 8"	4"	23.3	no	no	?	4
350 Bayberry Dr. (on 4th street)	5'	15' 10"	4"	79.2	no	no	?	4
350 Bayberry Dr. (on 4th street)	5'	27' 6"	4"	137.5	no	no	?	4
454 Cypress Dr.	5'	5' 10"	4"	29.2	no	no	?	4
454 Cypress Dr.	5'	29' 8"	4"	148.3	no	no	?	4
558 Cypress Dr.	5'	5'	4"	25.0	no	no	?	4
547 Cypress Dr.	5'	15'	4"	75.0	no	no	?	4
547 Cypress Dr.	5'	3' 7"	4"	17.9	no	no	?	4
448 Cypress Dr.	5'	5'	4"	25.0	no	no	?	4
426 Cypress Dr.	5'	5' 1"	4"	25.4	no	no	?	4
423 Cypress Dr.	5'	5'	4"	25.0	no	no	?	4
310 Lakeshore Dr.	5'	5'	4"	25.0	no	no	no	4
310 Lakeshore Dr.	5'	4' 9"	4"	23.8	no	no	no	4
310 Lakeshore Dr.	5'	5'	4"	25.0	no	no	no	4
310 Lakeshore Dr.	5'	5'	4"	25.0	no	no	no	4
310 Lakeshore Dr.	5'	5'	4"	25.0	no	no	no	4
310 Lakeshore Dr.	5'	6' 6"	4"	32.5	no	no	no	4
800 Northlake Blvd. (East)	5'	10' 2"	4"	50.8	no	no	?	5
800 Northlake Blvd. (East)	5'	15' 1"	4"	75.4	no	no	?	5
530 W. Kalmia Dr.	5'	5'	4"	25.0	no	no	?	5
105 8th Street	5'	23'	4"	115.0	no	no	?	5
207 2nd street @ E. Kalmia	5'	10'	4"	50.0	no	no	no	4
337 Cypress Dr.	5'	16' 7"	6"	82.9	no	no	no	5
414 Greenbriar Dr.	5'	20.5	6"	102.5	no	yes	?	4
608 W. Kalmia Dr.	5'	15.0	6"	75.0	no	yes	?	4
729 Cypress Dr.	5'	30.0	6"	150.0	no	yes	?	4
330 Cypress Dr.	5'	25.5	6"	127.5	no	yes	?	5
933 Jasmine Dr.	5'	30.5	6"	152.5	no	yes	?	5
801 Federal Hwy.	5'	10.8	6"	54.2	no	yes	?	4
		GRAND TOTAL		2955.4	(4 in thick)	264.7		
				744.6	(6 in thick)			

2 = Narrow crack / shallow spall; potential trip hazard
3 = Cracks > 1/8" wide and /or deep spalls; 1/4" - 1/2" lip
4= 1/2" - 3/4" lip or elevation drop; multiple cracks; trip hazards
5 = > 3/4" lip; severely crushed; in need of " Immediate Repair "

TOWN OF LAKE PARK
ANNUAL SIDEWALK REPLACEMENT CONTRACT
CONTRACTOR'S QUOTE COMPARISON

CONTRACTOR:		COBRA CONST, INC.		DUNWORTH CONST, INC.		TRIPLE J CONC. PUMPING, LLC	
UNIT PRICE TASKS:	TOTAL FOOTAGE	Cost / sq. ft.	SUB-TOTAL	Cost / sq. ft.	SUB-TOTAL	Cost / sq. ft.	SUB-TOTAL
Remove, Form, & Pour 4"	2955.4	$12.50	$36,942.48	$5.75	$16,993.54	$13.50	$39,897.88
Remove, Form, & Pour 6"	744.6	12.50	9,306.88	7.00	5,211.85	13.50	10,051.43
Place expansion joint, (lin. ft.)	264.7	N/A	0.00	0.50	132.33	N/A	N/A
Permitting		N/A	0.00		275.00	N/A	N/A
		TOTAL:	**$46,249.35**		**$22,612.72**		**$49,949.30**

Cobra Construction, Inc.

FL License: 96-1435-E

Date 5/27/2016

South Florida Office:
4010 Thor Drive
Boynton Beach, FL 33426
Tel: (561) 276-3820
Fax: (561) 276-6067

1-888-642-6272

www.cobrapavers.com

Proposal

Customer

Name: TOWN OF LAKE PARK
Address: 650 OLD DIXIE HIGHWAY
City: LAKE PARK St FL ZIP 33403
Phone: 561-881-3345 Fax 561-881-3349
Contact: HOWARD BUTTS

Job Location

Name: TOWN OF LAKE PARK
Address: SIDEWALK REPLACEMENTS
City: LAKE PARK St FL ZIP 33403
Phone: Fax:
Email:

Qty	Unit	Description	Price	Total
		SCOPE OF WORK:		
		MOBILIZATIONS , REMOVAL OF DAMAGED SIDEWALKS , COMPACT EXISTING BASE . INSTALL NEW SIDEWALK SECTIONS.		
		CONCRETE SIDEWALK REPLACEMENTS VARIOUS LOCATIONS		
50	SF	207 2ND STREET @ E KALMIA	$ 12.50	$625.00
103	SF	414 GREENBRIAR DRIVE	$ 12.50	$1,287.25
57	SF	807 5 TH STREET SOUTH OF ADDRESS	$ 12.50	$712.50
27	SF	807 5 TH STREET SOUTH OF ADDRESS	$ 12.50	$337.50
75	SF	608 W KALMIA DRIVE	$ 12.50	$937.50
150	SF	729 CYPRESS DRIVE	$ 12.50	$1,875.00
50	SF	729 CYPRESS DRIVE	$ 12.50	$625.00
25	SF	729 CYPRESS DRIVE	$ 12.50	$312.50
53	SF	609 6 TH STREET	$ 12.50	$662.50
25	SF	609 6 TH STREET	$ 12.50	$312.50
128	SF	330 CYPRESS DRIVE	$ 12.50	$1,600.00
118	SF	330 CYPRESS DRIVE	$ 12.50	$1,475.00
63	SF	344 CYPRESS DRIVE	$ 12.50	$787.50
40	SF	344 CYPRESS DRIVE	$ 12.50	$500.00
153	SF	933 JASMINE DRIVE	$ 12.50	$1,912.50
55	SF	601 FEDERAL HIGHWAY	$ 12.50	$687.50
33	SF	105 LAKE SHORE DRIVE (SHIP STORE)	$ 12.50	$412.50
25	SF	2ND STREET @ DATE PALM DRIVE (LOTTIE MAY MILLER PARK)	$ 12.50	$312.50
83	SF	337 CYPRESS DRIVE	$ 12.50	$1,037.50
		EXCLUSIONS		
		BACK FILL , TESTING, QC PLAN , AS- BUILTS , PERMITS		
			TOTAL	**$16,406.25**

Based on Plan Page: FAX Dated/Revised: 5/22/2016

Your Salesperson: JOE SPADA 561- 436-1121

Continued on Page 2

Cobra Construction, Inc.
FL License: 98-1435-E

Date 5/27/2015

South Florida Office:
4010 Thor Drive
Boynton Beach, FL 33426
Tel: (561) 276-3820
Fax: (561) 276-6067

1-888-642-6272

www.cobrapavers.com

Proposal

Customer

Name	TOWN OF LAKE PARK
Address	650 OLD DIXIE HIGHWAY
City	LAKE PARK St FL ZIP 33403
Phone	- Fax -
Contact	HOWARD BUTTS

Job Location

Name	TOWN OF LAKE PARK
Address	SIDEWALK REPLACEMENTS
City	LAKE PARK St FL ZIP 33403
Phone	- Fax -
Email	

PRICE IS GOOD THROUGH: 12/30/2015
CONTRACT TOTAL: $16,406.25

TERMS AND CONDITIONS

1. All material and labor is guaranteed for a period of 1 year.
2. Customer is responsible for providing acceptable sub-base of 3-1/2" below finished grade for pavers or within +/- 1" to workable subgrade.
3. Quantities will be billed according to final field measurement.
4. All work changing the scope of this contract must be preceded by a signed Change Order / Extra work Order before any material can be ordered or work can be scheduled.
5. Customer / Contractor is required to carry sufficient levels of insurance coverage for property, theft, liability, fire, wind and other necessary insurance.
6. Title to all materials supplied is retained by Cobra Construction Inc. until paid in full.
7. Cobra Construction Inc. reserves the right to remove sufficient materials, whether in place or not, to satisfy the unpaid balance due.
8. Cobra is not responsible for delays created by other trades, material suppliers, labor strikes or acts of God.
9. Cobra is not responsible for damage to underground sprinklers or utilities, sod or landscaping, dust removal, painting or stucco, during the normal course of construction.
10. Unless otherwise stated in proposal, Cobra is not responsible for permits, inspections, base material, vapor barrier, soil treatment, densities, testing, engineering, surveys, grade stakes, grading, clean-up, traffic control or M.O.T.
11. Past due accounts, 30 days or over, are subject to finance charges of 1.5% per month (18% annum). It is further understood and agreed that in the event it becomes necessary to engage the services of any collection agency or attorney to collect payment for services rendered or related charges, the customer agrees to pay reasonable attorney fees and all collection costs in both pre-judgment and post-judgment collection actions.
12. Venue for all actions arising out of this contract and or proposal or any transactions with Cobra Construction Inc., and or Cobra Pavers & Engineering Inc., or any of its affiliates is exclusively in Palm Beach County.
13. Cobra will not be responsible for the supply or installation of electrical grounding or bonding systems at pool decks or any other required areas.

The proposal, price, specifications and conditions are satisfactory and are accepted.

COBRA SIGNATURE: _____ CUSTOMER SIGNATURE: _____

DATE: 5-27-15 DATE: _____

Dunworth Construction, Inc.

11924 W Foresthill Blvd.
Suite 22-386
Wellington, Florida 33414

Estimate

Date	Estimate #
6/14/2015	24762

Name / Address
Town of Lake Park 535 Park Avenue Lake Park, Florida 33403 Attn: Mr. Butts

Ship To
Sidewalk replacement list 2015 #2

Project

Description	Qty	Cost	Units	Total
REMOVE 4" CONCRETE	2,396.25	2.00	sf	4,792.50
FORM AND POUR 4" CONCRETE	2,396.25	3.75	sf	8,985.94
REMOVE 6" CONCRETE	0	2.50	sf	0.00
FORM AND FINISH FLATWORK 6"	0	4.50	sf	0.00
INSTALL NEW ADA HANDICAP RAMP 6"	0	30.00	sf	0.00
MISC MATERIALS EXPANSION JOINT	0	0.50	lf	0.00
PROCURE PERMIT WITH CUSTOMERS PROVIDED SURVEY.	0	275.00	each	0.00

Thank you for your business.

Total $13,778.44

TOTAL $22,572.69 SEE OTHER SHEET

Dunworth Construction, Inc.

11924 W Foresthill Blvd.
Suite 22-386
Wellington, Florida 33414

Estimate

Date	Estimate #
6/7/2015	24761

Name / Address
Town of Lake Park 535 Park Avenue Lake Park, Florida 33403 Attn: Mr. Butts

Ship To
Sidewalk replacement list 2015

Project

Description	Qty	Cost	Units	Total
REMOVE 4" CONCRETE	562	2.00	sf	1,124.00
FORM AND POUR 4" CONCRETE	562	3.75	sf	2,107.50
REMOVE 6" CONCRETE	744.5	2.50	sf	1,861.25
FORM AND FINISH FLATWORK 6"	744.5	4.50	sf	3,350.25
INSTALL NEW ADA HANDICAP RAMP 6"	0	30.00	sf	0.00
MISC MATERIALS EXPANSION JOINT	132.5	0.50	lf	66.25
PROCURE PERMIT WITH CUSTOMERS PROVIDED SURVEY.	1	275.00	each	275.00

Thank you for your business.

Total $8,784.25

Triple J Concrete Pumping, LLC
Loxahatchee, FL 33470-0458

Estimate

Date	Estimate #
6/12/2015	179

Name / Address
The Town of Lake Park Howard Butts 650 Old dixie Highway Lake Park, Fl 33403

Description	Qty	Rate	Total
Estimate for repairs and replacement of sidewalks listed on the work sheet provided to us from Howard Butts, Facilities Maintenance Foreman, for the Town of Lake Park. All labor and materials to remove and replace damaged sidewalks with concrete will be priced at $13.50 per square foot. Scope of work to be done would include saw cut, removal and disposal of old damaged concrete sidewalks, supply caution tape and or cone barricades , Install forms, compact lose soil, remove interfering tree roots, place and finish with 3000 PSI concrete, remove forms and back fill new sidewalk.		0.00	0.00
		Total	$0.00

Phone #	Fax #
561-793-5141	561-792-7906

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation

DUNWORTH CONSTRUCTION, INC.

Filing Information

Document Number	P01000007272
FEI/EIN Number	651070173
Date Filed	01/18/2001
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	01/06/2003

Principal Address

11924 W FORESTHILL BLVD
22-386
WELLINGTON, FL 33414

Changed: 02/19/2010

Mailing Address

11924 W FORESTHILL BLVD
22-386
WELLINGTON, FL 33414

Changed: 02/19/2010

Registered Agent Name & Address

DUNWORTH, ROY F
625 SW SALERNO ROAD
STUART, FL 34997

Officer/Director Detail

Name & Address

Title PTS

DUNWORTH, ROY F
625 SW SALERNO ROAD
STUART, FL 34997

Title V

CUNNINGHAM, SHAWN E
625 SW SALERNO RD
STUART, FL 34997

Annual Reports

Report Year	Filed Date
2013	04/14/2013
2014	04/21/2014
2015	04/27/2015

Document Images

04/27/2015 -- ANNUAL REPORT	View image in PDF format
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01/06/2003 -- REINSTATEMENT	View image in PDF format
12/12/2001 -- Name Change	View image in PDF format
01/18/2001 -- Domestic Profit	View image in PDF format

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State of Florida, Department of State

8:54:26 AM 6/24/2015

Licensee Details

Licensee Information

Name:	**DUNWORTH, ROY FREDERICK** (Primary Name)
	DUNWORTH CONSTRUCTION INC (DBA Name)
Main Address:	**625 SW SALERNO ROAD** **STUART Florida 34997**
County:	**MARTIN**
License Mailing:	
LicenseLocation:	**625 SW SALERNO ROAD** **STUART FL 34997**
County:	**MARTIN**

License Information

License Type:	**Certified Building Contractor**
Rank:	**Cert Building**
License Number:	**CBC058046**
Status:	**Current,Active**
Licensure Date:	**05/16/1997**
Expires:	**08/31/2016**

Special Qualifications	**Qualification Effective**
Construction Business	**02/20/2004**

Alternate Names

View Related License Information

View License Complaint

1940 North Monroe Street, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.

Print all related licenses.

Licensee

Name:	**DUNWORTH, ROY FREDERICK**	License Number:	**58046**
Rank:	**Certified Building Contractor**	License Expiration Date:	**08/31/2016**
Primary Status:	**Current**	Original License Date:	**05/16/1997**
Secondary Status:	**Active**		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
	Current	DUNWORTH CONSTRUCTION INC	Primary Qualifying Agent for Business	02/11/2002	Construction Business Information	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/25/2015

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

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

PRODUCER
Shelley Insurance Group
420 S. State Rd 7
Ste 100
W. Palm Beach FL 33414

CONTACT NAME: Linda Goldstein
PHONE (A/C, No, Ext): (561) 969-7100 FAX (A/C, No): (888) 239-1790
E-MAIL ADDRESS: linda@shelleyinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: SCU - Essex Insurance Company	39020
INSURER B: Travelers Cas Ins Co Of America	19046
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Dunworth Construction, Inc
& Dunworth Construction, LLC
625 SW Salerno Rd.
Stuart FL 34997

COVERAGES CERTIFICATE NUMBER: CL14101700554 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			3DV7051	10/17/2014	10/17/2015	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS X SCHEDULED AUTOS NON-OWNED AUTOS			BA3C949035	09/26/2014	09/26/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Addl Cov	$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	PIP			BA3C949035	09/26/2014	09/26/2015	MINIMUM AMOUNT $10,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
PIP $10,000

CERTIFICATE HOLDER

(561) 881-3323

Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Genna Lucena/GL

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/24/2015

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

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

PRODUCER

Automatic Data Processing Insurance Agency, Inc.
1 Adp Boulevard
Roseland, NJ 07068

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Bridgefield Casualty Insurance Company	10336
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

DUNWORTH CONSTRUCTION INC
625 Sw Salerno Road
Stuart, FL 34997

COVERAGES CERTIFICATE NUMBER: 358753 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	POLICY / PRO-JECT / LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A	N	0196-17120	11/14/2014	11/14/2015	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							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)

Dunworth Const. has confirmed that they will increase Workers Compensation limits to Town requirements upon notice of award of the contract.

CERTIFICATE HOLDER

The town of lake park
535 park ave
Lake Park, FL 33403-

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Ordinance on First Reading

TAB 6

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 15, 2015 **Agenda Item No.** Tab 6

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

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[X] ORDINANCE ON 1st READING
[ ] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 6-30-15

Nadia Di Tommaso / Community Development Director ND
Name/Title

Originating Department: **Community Development**	Costs: $ 0 Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Ordinance 09-2015**
Advertised: Date: ***N/A on 1st reading*** Paper: _____ ☒ 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 ***ND (Building Official or designee will be in attendance at the meeting)*** or Not applicable in this case ____ **Please initial one.**

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.~~2~~1 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.~~3~~2 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.~~4~~3 Plumbing. The provisions of the Florida Building Code, Plumbing shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

101.4.~~5~~4 Property maintenance. ~~Reserved.~~The provisions of Chapter 54-8 and Chapter 16 of the Town Code ~~and Florida Building Code~~ shall apply.

101.4.~~6~~5 Fire prevention. For provisions related to fire prevention, refer to the Florida Fire Prevention Code. The Florida Fire Prevention Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.~~7~~6 Energy. The provisions of the Florida Building Code, Energy Conservation shall apply to all matters governing the design and construction of buildings for energy efficiency.

101.4.~~8~~7 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 54code 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 34Chapter 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~~ ~~p~~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 ~~htat~~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~~i) Family mausoleums not exceeding 250 square feet (23m^2) in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(~~k~~j) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

(k).) A building or structure having less than 1,000 square feet (93 m$_2$) which is constructed and owned by a natural person for hunting and which is repaired or reconstructed to the same 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^2) 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 abd 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 54~~code~~ 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 54~~code~~ or the Florida Codes listed in Section 101.4, the provisions of this Chapter 54~~code~~ 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~~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~~EPARTMENT~~ ~~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~~epartment~~ 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 Town~~local enforcing agency~~ may not issue a building permit to construct, develop, or modify a public swimming pool without having first received an~~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 atheir 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.H

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'slocal 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.

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 properlyhas been issued ~~; except that t~~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 extensionin 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 town~~local enforcing agency~~ to be not in compliance with the Florida Building Code, the town~~local enforcing agency~~ shall identify the specific plan or project features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the permit applicant. If the town's Building Official~~local building code administrator~~ or inspector finds that the plans are not in compliance with the Florida Building Code, he~~the local building code administrator or inspector~~ shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide ~~this information to the local enforcing agency. The local enforcing agency shall provide~~ this information to the 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 54~~code~~,

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 ~~a~~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~~is~~ 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~~applies~~ 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~~A local enforcement agency~~ shall make uniform basic permit labels available for purchase by a contractor to be used for the installation or replacement of a new or existing alarm system at a cost as indicated in Section 553.793, *Florida Statutes.*

(a) The town~~A 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 a~~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~~must~~ 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 a~~the~~ project. The town~~A local enforcement agency~~ may take disciplinary action against a contractor who fails to timely submit a Uniform Notice of a Low-Voltage Alarm System for a p~~P~~roject.

(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~~must~~ 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/m2), 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 107.1~~3.5~~).

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 Bbuilding Oofficial 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 Bbuilding Oofficial to be prepared by an architect or engineer shall be affixed with their official seal, signature and date in accordance with~~as~~ 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 muxt 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.

107.3.4.1~~2~~ 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.

107.3.4.2~~3~~ 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 town~~Local 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 townlocal ~~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
2~~1~~. Exhaust systems:
Clothes dryer exhaust
Kitchen equipment exhaust
Specialty exhaust systems
3~~2~~. Equipment.
4~~3~~. Equipment location.
5~~4~~. Make-up air.
6~~5~~. Roof-mounted equipment.
7~~6~~. Duct systems.
8~~7~~. Ventilation.
9~~8~~. Combustion air.
10~~9~~. Chimneys, fireplaces and vents.
11~~0~~. Appliances.
12~~1~~. Boilers.
13~~2~~. Refrigeration.
14~~3~~. Bathroom ventilation.
15~~4~~. Laboratory.
16~~5~~. 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 or 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 ~~f~~Fees. A permit application shall not be valid ~~issued~~ until the fees prescribed by the town hasregulating 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 Bbuilding Oofficial 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 Bbuilding Oofficial 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 Bbuilding Oofficial 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.~~3~~4 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-valu, 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 B~~b~~uilding O~~o~~fficial 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's~~manufacturer'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 Bbuilding Oofficial 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.

110.97 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.~~

111.4~~5~~ 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.~~

113.14 Appeals

113.41.1 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.

New Business

TAB 7

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 [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[X] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 7-1-15

John D'Agostino / Town Manager
Name/Title

Originating Department: Administration	**Costs: $ To be determined** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Advertisement** **RFQ 103-2015** **Letter requesting presentations by shortlisted firms** **Response submitted by:** **Calvin Giordano & Associates** **Chen-Moore Associates** **McLeod-McCarthy & Associates** Presentation Minutes
Advertised: **Date: April 26, 2015** **Paper: Palm Beach Post** [ ] 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** ep or Not applicable in this case ____ **Please initial one.**

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).

[illegible]

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation

CALVIN, GIORDANO & ASSOCIATES, INC.

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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

Prepared by:

TOWN OF LAKE PARK
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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.

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 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, 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.

_____
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.)

Max. Points	Category
30	***Qualification and Experience of Proposer's Firm and Sub-Consultants.*** • Qualifications and experience of firm, including sub-consultants, with the types of services described in Article I. • Availability of qualified personnel. • Past performance records in support of local governments or other government agencies.
30	***Qualifications and Experience of Consultant's "Core Team"*** • Qualification and experience of the firm's "core team" staff and team leader. • Demonstrated environment for good "core team" communication. • Quality control procedures.
30	***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:*** • 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 • Proximity of key personnel • Availability of key personnel • Approach to maintaining good communication.
10	***Knowledge/understanding of the Town*** • Understanding of the Town's governmental process. • Understanding of Town's engineering/technical capability.

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 he 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 I3 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 herby 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 CONSULTANTS'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 by 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 in 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 of 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.

ATTACH AS **"Exhibit A"** ---Consultant Organizational Chart

ATTACH AS **"Exhibit B"** ---Basis for Compensation Rates and Schedules

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND _____ FOR GENERAL ENGINEERING CONSULTING SERVICES.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement on the respective dates under each signature: Town of Lake Park through its Town 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: _____
, Mayor

_____
, Town Clerk

Approved as form and legality

(TOWN SEAL)

By: _____
Thomas J. Baird, Town Attorney
_____day of _____, 2015

(CONSULTANT)

_____

By: _____

Print Name: _____

_____day of _____, 2015

Witness:_____
Print Name: _____

Public Works
Department

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 <u>June 19, 2015, no later than 3:00 p.m.</u>

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 30th. 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

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

www.lakeparkflorida.gov

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

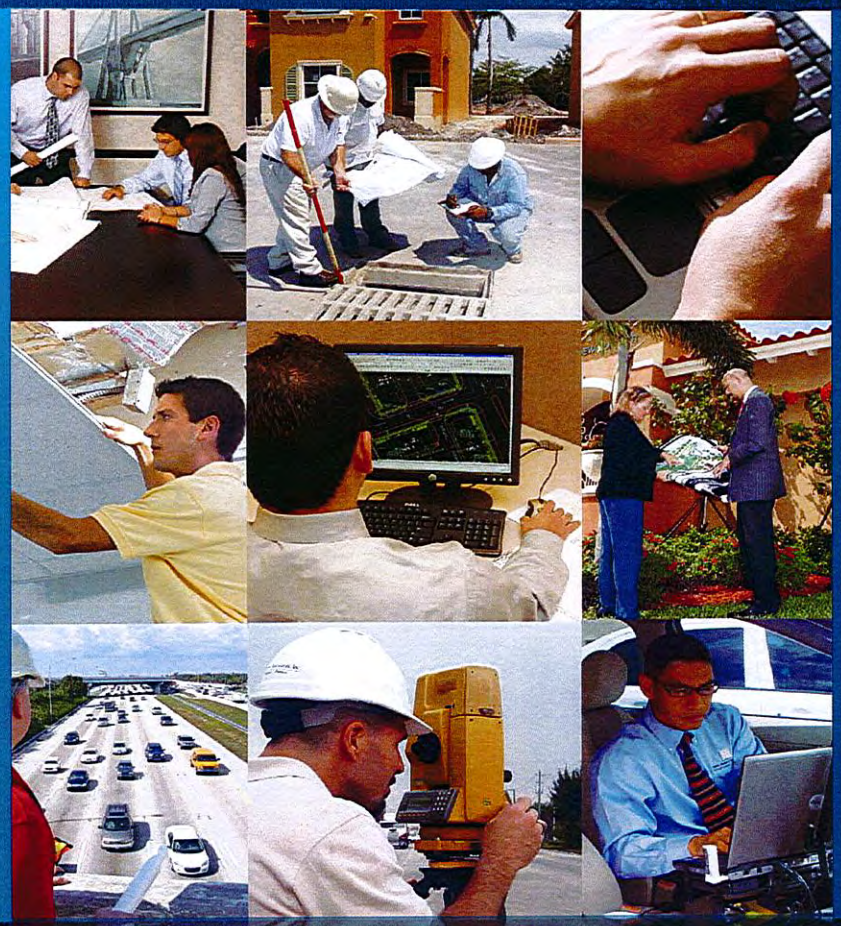
TOWN OF LAKE PARK

PROFESSIONAL CONSULTANT SERVICES
JUNE 30, 2015
RFQ No. 103-2015

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Exhibit "A"

CALVIN, GIORDANO & ASSOCIATES – MULT-DISCIPLINARY SERVICES



- Building Code Services
- Coastal Engineering
- Code Enforcement
- Construction Engineering and Inspection
- Construction Services
- Contract Government
- Data Technologies and Development
  - Geographical Information Systems (GIS)
  - IT
  - Application / Database Development
- Emergency Management Services
- Engineering
- Environmental Services
- Facilities Management
- Indoor Air Quality
- Landscape Architecture
- Municipal Engineering
- Planning
- Public Administration
- Redevelopment and Urban Design
- Surveying and Mapping
- Traffic Engineering
- Transportation Planning

CALVIN, GIORDANO & ASSOCIATES – SITE PLAN REVIEW PROCESS

THE TOWN OF LAKE PARK, FLORIDA

PLAN REVIEW COMMENTS

Discipline:	Civil Engineering
Reviewed by:	Patrick A. Figurella, P.E.
Discipline:	Landscape Architecture
Reviewed by:	Bill Tesauro
Discipline:	Traffic Engineering
Reviewed by:	Bryan Kelley
Phone No.:	(561) 684-6161
Fax No.:	(561) 684-6360

Application No.:	SP 09-02
Project Name:	PETSMART
Internal Job No.:	06-2748.41

Comments Based on Plan Submittal Date:	August 7, 2009
Signed and Sealed Date:	August 6, 2009

____ No comments
_x_ Comments as followed or attached

Staff offers the following comments on the plans:

Civil Engineering: Patrick A. Figurella, P.E.

Prior to the issuance of any building permit, copies of all other required permits from other agencies including but not limited to Palm Beach County Health Department, Palm Beach County Land Development Division, South Florida Water Management Division and the State of Florida Department of Environmental Protection will be required.

Applicant's Response: Comment noted.

Staff Response: Satisfied

P:\Projects\2006\062748 Town of Lake Park\062748.16 Earl Stewart Toyota Expansion Site Plan Review\Correspondence\Letters\062748.42 Earl Stewart Toyota Journeys Inn Site Site Plan Review 8-17-09.doc

CGA PROVIDES SITE PLAN REVIEW SERVICES TO SEVERAL MUNICPALITIES INCLUDING:

- ✓ MANGONIA PARK (ENGINEERING)
- ✓ PALM BEACH GARDENS (PLATS)
- ✓ GREENACRES (TRAFFIC)
- ✓ DAVIE, MIRAMAR, WESTON, WEST PARK, SURFSIDE, NORTH LAUDERDALE
- ✓ TOWN OF LAKE PARK 2002 - 2010

REVIEW TO TOWN'S CODE

INTERACT WITH OTHER AGENCIES INCLUDING SUA, PBC TRAFFIC AND FDOT

RESPONSIVE TO STAFF

CALVIN, GIORDANO & ASSOCIATES – AVAILABILITY & WORKLOAD

COMMITMENT IS TO THE TOWN

- SITE PLAN REVIEW TIME FRAME – 7 DAYS OR LESS
- CGA HAS SUFFICIENT STAFF FOR THE TOWN AND OUR OTHER CLIENTS

✓ 18 ENGINEERS

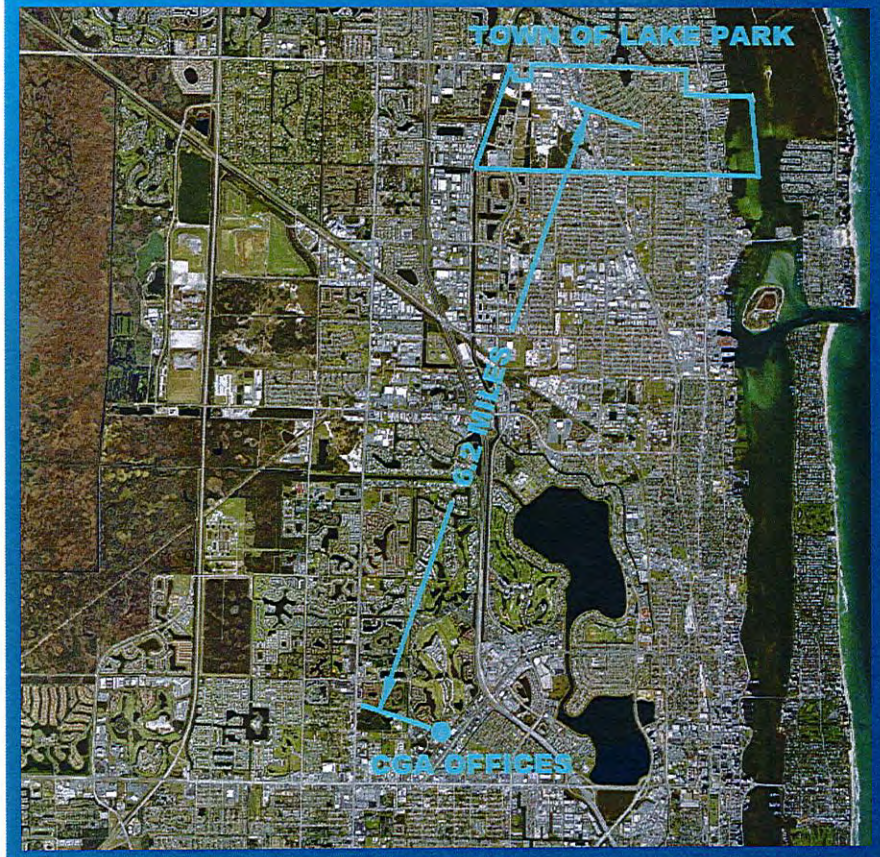
✓ 3 TRAFFIC ENGINEERS

✓ 4 LANDSCAPE REVIEWERS

✓ 3 SURVEYORS

✓ 6 PLANNERS

CALVIN, GIORDANO & ASSOCIATES – PICKUP AND DELIVERY



THREE METHODS OF INFORMATION EXCHANGE

- EMAIL AND FTP FOR ELECTRONIC FILES
- FEDEX AND CERTIFIED MAIL FOR REQUIRED DOCUMENTATION
- WE WILL COME PICK IT UP AND DROP IT OFF

✓ THE TOWN IS LESS THAN 20 MINUTES AWAY

CALVIN, GIORDANO & ASSOCIATES – EFFECTIVE COMMUNICATION

EXTERNAL COMMUNICATION

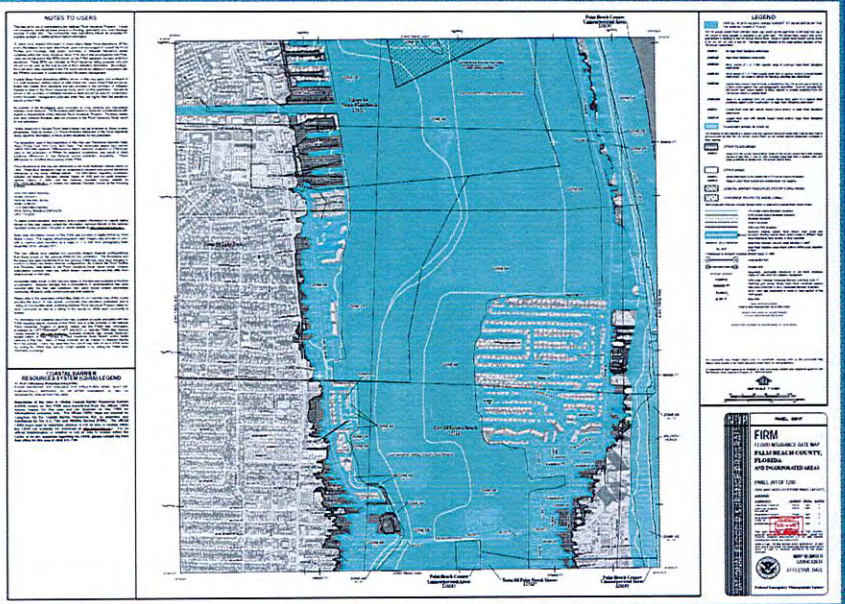
- SINGLE POINT OF CONTACT FOR TOWN
- EMAIL AND FTP FOR ELECTRONIC FILES
- PHONE
  - ✓ 561-632-0261 CELL
  - ✓ THE TOWN IS LESS THAN 20 MINUTES AWAY

INTERNAL COMMUNICATION

- BIG FIRM CAPACITY
- SMALL FIRM RESPONSIVENESS
- UNIFIED COMPUTER AND PHONE SYSTEMS

CALVIN, GIORDANO & ASSOCIATES – FEMA FIRM MAPS

PRELIMARY FEMA FIRM



CERTIFIED FLOODPLAIN MANAGER

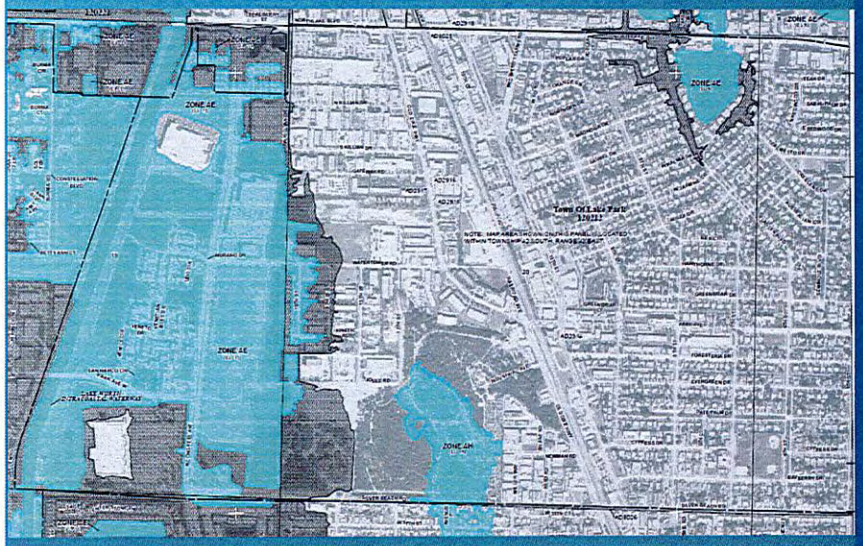
- CURRENTLY PROVIDING ASSISTANCE TO
  - ✓ CITY OF WESTON
  - ✓ CITY OF PEMBROKE PINES
  - ✓ TOWN OF SURFSIDE

FAMILIARITY WITH FEMA MAPS

- PREPARE FLOOD CERTIFICATES
- UTILIZE ELEVATIONS IN DESIGN
- UTILIZE ELEVATIONS IN REVIEW
- PRELIMINARY MAPS OUT NOW

CALVIN, GIORDANO & ASSOCIATES – FEMA FIRM MAPS

PRELIMARY FEMA FIRM



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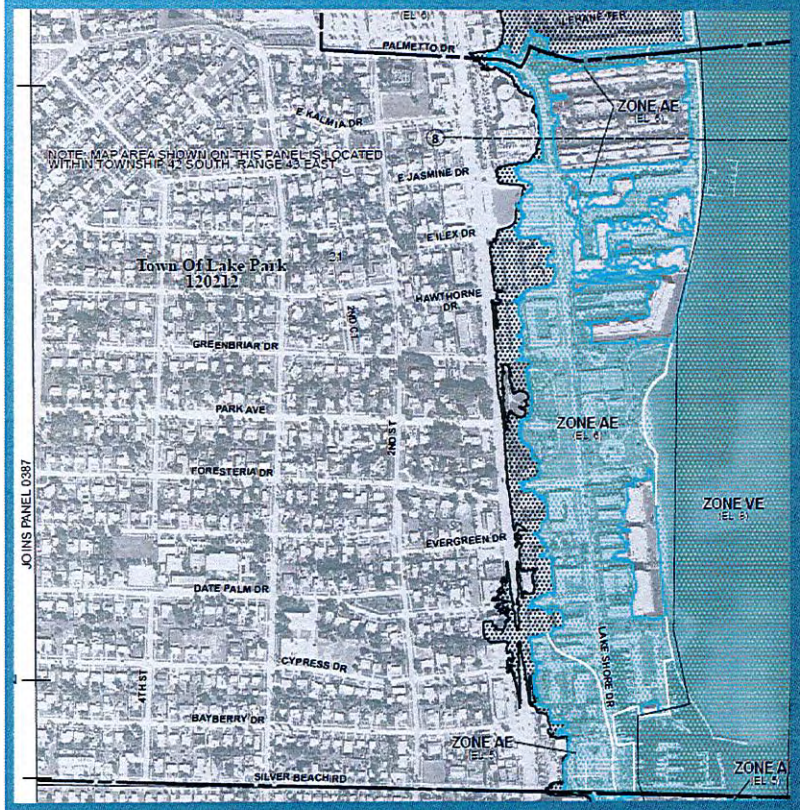

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FAMILIARITY WITH FEMA MAPS

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- PRELIMINARY MAPS OUT NOW

CALVIN, GIORDANO & ASSOCIATES – GIS CAPABILITIES

CELEBRATING 75 YEARS OF EXCEPTIONAL SOLUTIONS 1937 2012

esri Partner Network Silver

Providing GIS services for over 16 years to local government agencies:

- ✓ City of Greenacres
- ✓ City of Lauderhill
- ✓ Town of Cutler Bay
- ✓ Town of Bay Harbor Islands
- ✓ South Broward Drainage District
- ✓ City of West Park

GIS capabilities include:

- ✓ Data conversion
- ✓ Mapping support
- ✓ System Design
- ✓ Data management
- ✓ Technical liaison
- ✓ Data Development
- ✓ Data collection / analysis
- ✓ GIS portals with ArcGIS Online
- ✓ Onsite / Offsite Support

CGA's GIS environment:

- ✓ ESRI ArcGIS full suite V10.2.2
- ✓ GIS Development environment and production environment
- ✓ ArcGIS SDE utilizing Microsoft SQL database
- ✓ Support to Engineering and Survey Department

CALVIN, GIORDANO & ASSOCIATES – GIS CAPABILITIES

Partner Network Silver

Past Project Details

- ✓ **Town of Cutler Bay – Storm water Asset Inventory**
  Worked with the Survey Dept. to locate over 15,000 catch basins. The collected field data was converted and imported into GIS data layers and included catch basins and storm water infrastructure attributes.
- ✓ **South Broward Drainage District – Ongoing GIS Support**
  Trained internal staff on GIS and provided all levels of GIS support to the South Broward Drainage District (SBDD) for over five years. Our services have included everything from facilities report maps to data collection assistance.
- ✓ **Town of Bay Harbor Islands – Public Works Utilities Conversion**
  Converted Public Works infrastructure into a usable GIS system. CGA utilized all of the Town of Bay Harbor Islands as-built drawings to create a fully attributed utility infrastructure database. Deployed all layers to GIS web portal application on ArcGIS Online for staff to use.

CALVIN, GIORDANO & ASSOCIATES – GIS CAPABILITIES

Partner Network Silver

Past Project Details

✓ **City of Greenacres – Custom GIS Portal**

- Selected to design and create a custom GIS web portal specifically tailored to the Planning and Engineering Department. The portal was designed to assist City staff with daily tasks such as, research, analysis, reports and printing. Requirements also included integration with Laserfiche document management system.
- Contracted to convert an existing Excel-based catch basin inventory located by City staff to GIS feature dataset. Data was validated by the City of Greenacres Public Works Department through field verification and map exhibits. Final deliverable was interactive PDF Atlas Book of all utilities.
- Contracted to convert an existing Excel-based street sign inventory located by City staff to GIS feature dataset. Each point was assigned unique IDs and mapped accordingly. The final product included a map book of all signs throughout the City along with an interactive PDF for utilization by the Public Works staff.

CALVIN, GIORDANO & ASSOCIATES – GIS CAPABILITIES

CELEBRATING 75 YEARS OF EXCEPTIONAL SOLUTIONS 1937 2012

esri Partner Network Silver

Past Project Details

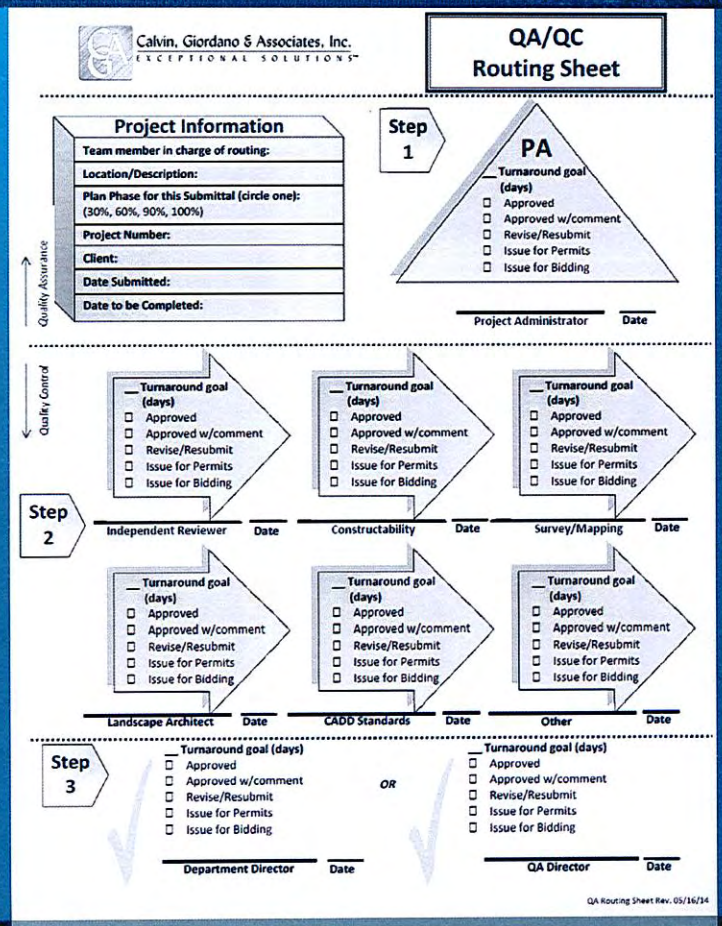
- ✓ **City of Lauderdale Lakes – Tree Inventory**

  This project was a collaborated effort between CGA's Landscape Dept., GIS staff and City staff. CGA created a tree and street feature Inventory Atlas Book.

- ✓ **Town of Surfside – Mapping and Analysis for Evaluation Appraisal Report (EAR)**

  This project involved continued GIS support through out each mapping element, while working closely with Planners and Town staff to update all relevant layers and maps associated with the EAR. These elements included such maps as future land use, existing land use, flood zones, and all transportation elements. Analysis was perfumed on the data to determine acreages and percentages of land uses, demographics and site calculations for reports included in the final deliverable.

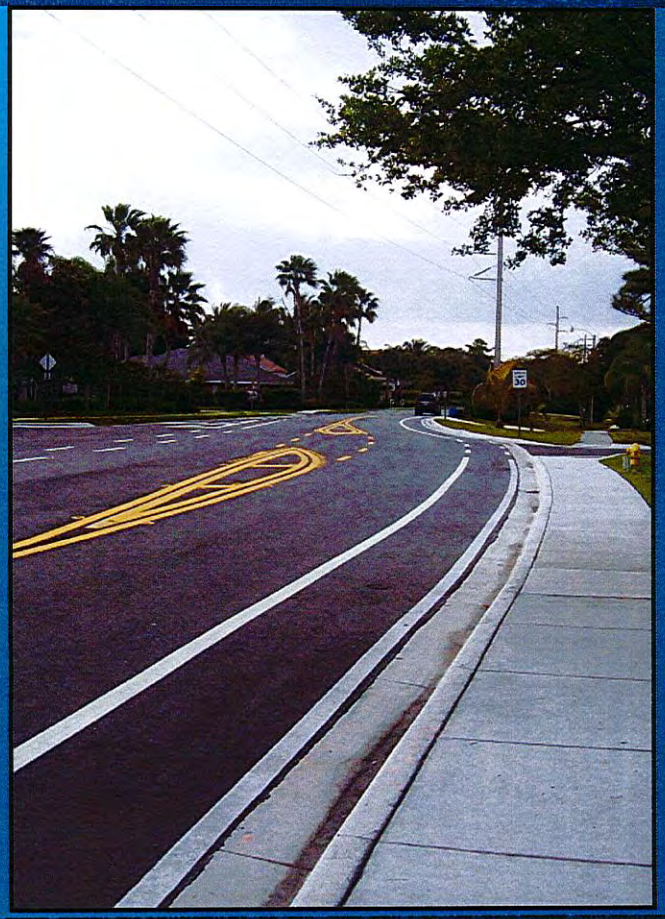
CALVIN, GIORDANO & ASSOCIATES – QA/QC



CGA HAS OUR OWN QA/QC DIRECTOR

- INITITAL QUALITY OF DESIGN
- MULTI-DISCIPLINARY PEER REVIEW
- DESIGN DOCUMENTATION
- CONSTRUCTABILITY REVIEW
- VALUE ENGINEERING

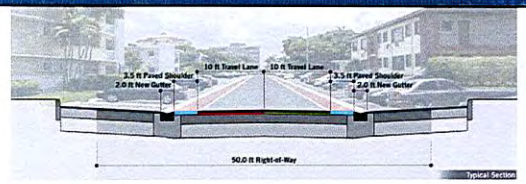
CALVIN, GIORDANO & ASSOCIATES – ROADWAY MASTER PLANS

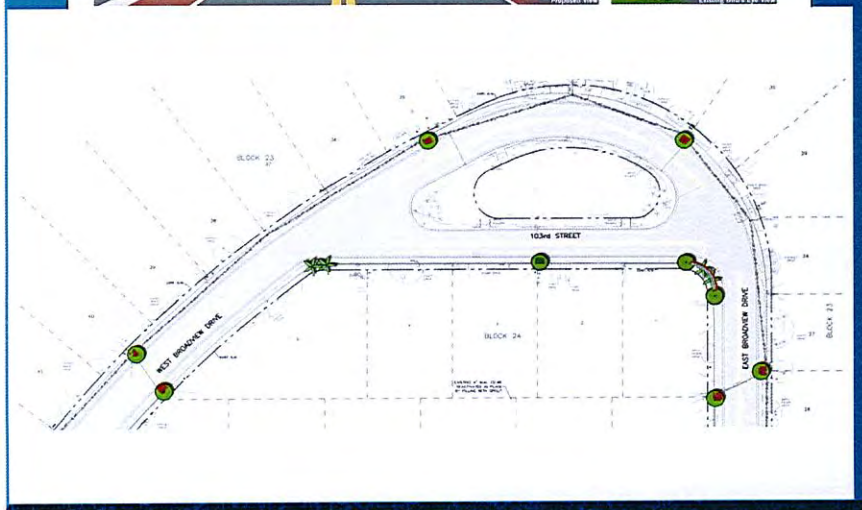


EXTENSIVE MASTER PLAN EXPERIENCE

- TOWN OF JUPITER
  - ✓ TWO SEGMENTS OF A-1-A
  - ✓ SOUTH PENNOCK LANE
- TOWN OF BAY HARBOR ISLANDS
  - ✓ WEST ISLAND AND EAST ISLAND
- CITY OF DELRAY BEACH
  - ✓ 4 STREETSCAPE PROJECTS
- CITY OF NORTH MIAMI
- TOWN OF LAKE PARK
  - ✓ PARK AVENUE
  - ✓ LAKESHORE DRIVE

CALVIN, GIORDANO & ASSOCIATES – ROADWAY MASTER PLANS





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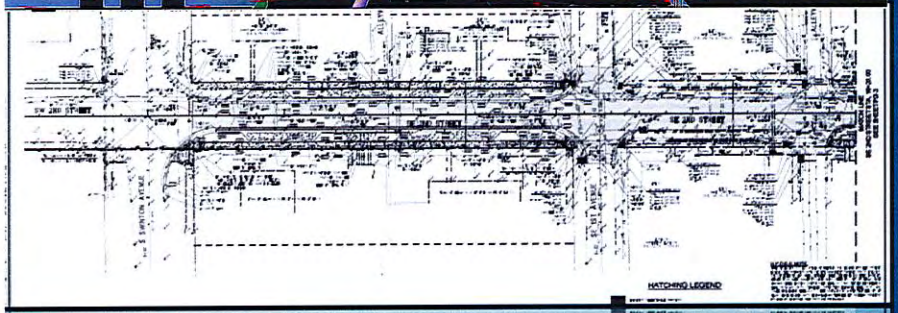

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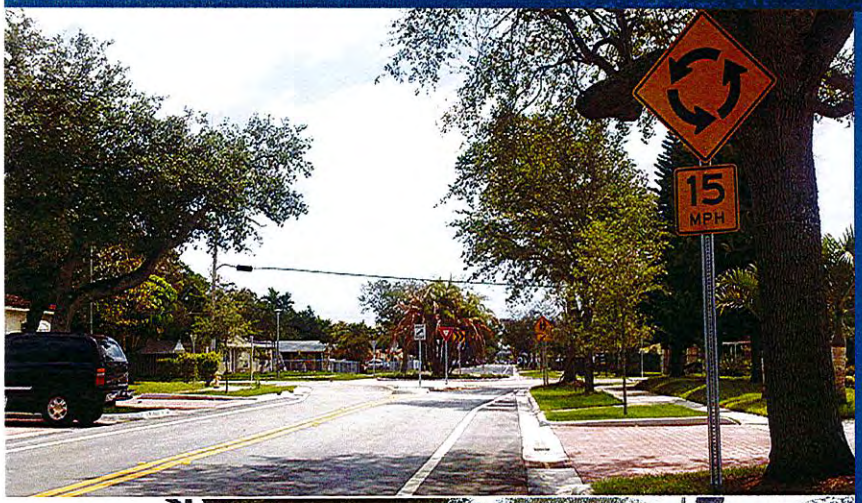
CALVIN, GIORDANO & ASSOCIATES – ROADWAY MASTER PLANS



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CALVIN, GIORDANO & ASSOCIATES – ROADWAY MASTER PLANS

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CALVIN, GIORDANO & ASSOCIATES – REHABILITATION ESTIMATES

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 954.921.7781 • Fax: 954.921.8807

ENGINEER'S OPINION OF PROBABLE COST WORKSHEET

DATE: 6-9-2015

PROJECT TITLE: Delray 2nd Street Improvements (100% Schematic)

CG&A PROJECT NO.: 12-5520

LOCATION: SE 2nd Street from Swinton Avenue to SE 3rd Street and SE 2nd Avenue from SE4th Street to SE 2nd Street

OWNER: City of Delray Beach, Delray CRA

ESTIMATED BY: LK/MM/ED | CHECKED BY: | APPROVED BY: PAP/TC/MB

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE MAT. & LAB	ESTIMATED AMOUNT
	GENERAL ITEMS				
1	Mobilization (5%)	1	LS	$50,796.53	$50,796.53
2	Maintenance of Traffic (5%)	1	LS	$50,796.53	$50,796.53
3	As-Built Record Drawings	1	LS	$2,000.00	$2,000.00
4	NPDES Permit/Erosion Control (2.5%)	1	LS	$25,398.26	$25,398.26
5	Indemnification	1	LS	$10.00	$10.00
6	Project Identification Sign	1	LS	$1,200.00	$1,200.00
				SUBTOTAL	**$130,701.33**
	DEMOLITION				
7	Clearing and Grubbing (5%)	1	LS	$50,796.53	$50,796.53
8	Remove Existing Driveways (Varying Types)	23	SY		$0.00
9	Remove Existing Concrete Sidewalk (Varying Width)	781	SY		$0.00
10	Remove Existing Pavement Section (Asphalt and Rock Base)	2,810	SY		$0.00
11	Remove Concrete Curbing (Varying Type)	23	LF		$0.00
12	Remove Existing 2" Water Main	175	LF	$11.20	$1,962.40
13	Remove 15" RCP Storm Pipe	14	LF	$11.03	$154.42
				SUBTOTAL	**$50,796.53**
	ON-SITE ITEMS				
14	Regular Excavation	1,350	CY	$11.03	$14,889.50
15	Embankment	66	CY	$11.28	$676.80
16	Sweet Grading & Sodding	750	SY	$15.00	$11,250.00
17	Mill Existing Asphalt Pavement (1" Min. Depth)	2,260	SY	$4.33	$9,333.80
18	Asphalt Level & Overbuild	18	TN	$194.14	$3,494.52
19	1" Asphaltic Concrete Type SP 9.5 (Widening - Resurfacing)	282	TN	$98.68	$27,827.76
20	2" Asphaltic Concrete Type SP 9.5 (Widening)	350	TN	$98.68	$34,538.00
21	Asphalt Speed Table	3	LS	$5,500.00	$5,500.00
22	Remove and Reset Existing Pavers	6	SY	$93.50	$561.00
23	Permeable Pavers, Parking Lot (Including all rock areas & filter fabrics)	457	SY	$140.00	$63,980.00
24	8" Limerock Base	3,557	SY	$15.16	$53,924.12
25	6" Limerock Curb Pad	2,710	SY	$3.49	$9,459.90
26	12" Stabilized Subgrade	5,157	SY	$4.71	$24,289.47
27	Prepared Soil Layer, Finished Soil, 6"	1,954	SY	$1.32	$2,579.28
28	Type F Curb & Gutter	4,015	LF	$21.58	$86,643.70
29	12" (Or Match Existing Width) Header Curb	90	LF	$14.35	$1,269.00
30	Type D Curb	425	LF	$14.10	$5,992.50
31	5' Wide Concrete Sidewalk (4" Thick)	500	SY	$38.01	$19,005.00
32	5' Wide Concrete Sidewalk (6" Thick)	280	SY	$53.19	$14,893.20
33	6" Thick Concrete Pavement (Driveways)	624	SY	$53.19	$33,190.56
34	6" Thick Concrete Pavement (On-Street Parking)	590	SY	$53.19	$31,384.50
35	6" Bollard w/ OMS-L & OMS-R	54	EA	$438.02	$23,653.08
				SUBTOTAL	**$476,839.88**
	UTILITIES ITEMS				
36	Relocate Roof Drains (coordinate with owner)	3	EA	$500.00	$1,500.00
37	Relocate Water Meter and Appurtenances	2	EA	$1,280.33	$2,560.66
				SUBTOTAL	**$4,060.66**
	DRAINAGE ITEMS				
38	Inlet, Curb, Type P-8 (<10')	2	EA	$4,021.81	$8,043.62
39	Inlet, Ditch Bottom, Type C (<10')	5	EA	$2,730.00	$13,650.00
40	Manhole, Type P-8 (<10')	1	EA	$3,953.33	$3,953.33
41	15" RCP	18	LF	$118.81	$2,138.58
42	18" RCP	1,305	LF	$110.00	$143,550.00
				SUBTOTAL	**$171,335.53**
	SIGNING AND PAVEMENT MARKING				
43	Single Post Sign, F & I	29	AS	$ 446.51	$ 12,948.79
44	Single Post Sign, (Remove)	13	AS	$ 24.35	$ 316.55
45	Single Post Sign, (Relocate)	1	AS	$ 449.58	$ 449.58
46	Multi-Post Sign, F & I	1	AS	$ 684.01	$ 684.01
47	Retro-reflective Pave Markers (Bi-Dir, Amber/Amber)	68	EA	$ 3.86	$ 262.48
48	Retro-reflective Pave Markers (Bi-Dir, Blue/Blue)	4	EA	$ 3.86	$ 15.44
49	Thermoplastic, Standard, White, Solid, 6"	241	LF	$ 0.85	$ 209.03
50	Thermoplastic, Standard, White, Solid, 12"	405	LF	$ 2.48	$ 1,004.40

- CGA HAS PERFORMED NUMEROUS REHABILITATION PROJECTS
- EVALUATE EXISTING FACILITIES
- LASER SCAN FOR ACCURATE DATA
- PREPARE PLANS
- QTO IN CIVIL3D
- COMPARE COSTS WITH RECENT PROJECTS
- CHECK AGAINST AVAILABLE DATA FROM FDOT

CALVIN, GIORDANO & ASSOCIATES – NPDES AUDITS

ANNUAL REPORT FORM
FOR INDIVIDUAL NPDES PERMITS FOR
MUNICIPAL SEPARATE STORM SEWER SYSTEMS
(RULE 62-624.600(2), F.A.C.)

- This Annual Report Form must be completed and submitted to the Department to satisfy the annual reporting requirements established in Rule 62-621.600, F.A.C.
- Submit this fully completed and signed form and any REQUIRED attachments by mail to the address in the box at right.
- Refer to the Form Instructions for guidance on completing each section.
- **Please print or type information in the appropriate areas below.**

Submit the form and attachments to:
Florida Department of Environmental Protection
Mail Station 2500
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

SECTION I. BACKGROUND INFORMATION			
A.	Permittee Name: Town of Lake Park		
B.	Permit Name: Palm Beach County Municipal Separate Storm Sewer System (MS4)		
C.	Permit Number: FLS000018		
D.	Annual Report Year: ☐ Year 1 ☐ Year 2 ☐ Year 3 ☐ Year 4 ☐ Year 5 ☒ Other, specify Year: 8		
E.	Reporting Time Period (month/year): October/ 2009 through September /2010		
F.	Name of the Responsible Authority: Maria Davis		
	Title: Town Manager		
	Mailing Address: 535 Park Avenue		
	City: Town of Lake Park	Zip Code: 33403	County: Palm Beach
	Telephone Number: 561-881-3304	Fax Number: 561-881-3314	
	E-mail Address: Mdavis@lakeparkflorida.gov		
G.	Name of the Designated Stormwater Management Program Contact (if different from Section I.F above): David Hunt		
	Title: Public Works Director		
	Department: Public Works		
	Mailing Address: 535 Park Avenue		
	City: Lake Park	Zip Code: 33403	County: Palm Beach
	Telephone Number: 561-881-3345	Fax Number: 561-881-3314	
	E-mail Address: dhunt@lakeparkflorida.gov		

SECTION II. MS4 MAJOR OUTFALL INVENTORY (Not Applicable In Year 1)	
A.	Number of outfalls ADDED to the outfall inventory in the current reporting year (insert "0" if none): 0 (Does this number include non-major outfalls? ☐ Yes ☐ No ☒ Not Applicable)
B.	Number of outfalls REMOVED from the outfall inventory in the current reporting year (insert "0" if none):0 (Does this number include non-major outfalls? ☐ Yes ☐ No ☒ Not Applicable)
C.	Is the change in the total number of outfalls due to lands annexed or vacated? ☐ Yes ☐ No ☒ Not Applicable

DEP Form 62-624.600(2), Effective January 29, 2004 Page 1 of 10

- CGA ASSISTED THE TOWN WITH THEIR NPDES AUDITS FROM 2004-2010
- REVIEWED ALL RECORDS AVAILABLE TO THE TOWN
- COMPILED THE DATA INTO ANNUAL REPORTS
- ASSISTED THE TOWN DURING THE PHYSICAL RECORDS AUDIT BY THE STATE

CURRENTLY PROVIDING THESE SERVICES TO:

- CITY OF SUNNY ISLES BEACH
- TOWN OF SURFSIDE
- CITY OF PEMBROKE PINES

CALVIN, GIORDANO & ASSOCIATES – STORMWATER UTILITY

Town of Lake Park
ESU Study

Town of Lake Park

Mayor	Desca DuBois
Town Commissioners	Patricia Plasket-Osterman
	G. Chuck Balius
	Jeff Carey
	Ed Daly
Town Manager	Maria Davis
Finance Director	Anne Costello
Town Clerk	Vivian Mendez Lemley

Calvin, Giordano & Associates, Inc

Principal in Charge	John P. Downes, P.E.
Project Manager	Patrick A. Figurella, P.E.

July 2008

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
560 Village Blvd., Suite 340, West Palm Beach, Florida 33409
Phone: 561.684.6161 • Fax: 561.684.6360

CGA PREPARED THE INITIAL ESU STUDY IN 2008

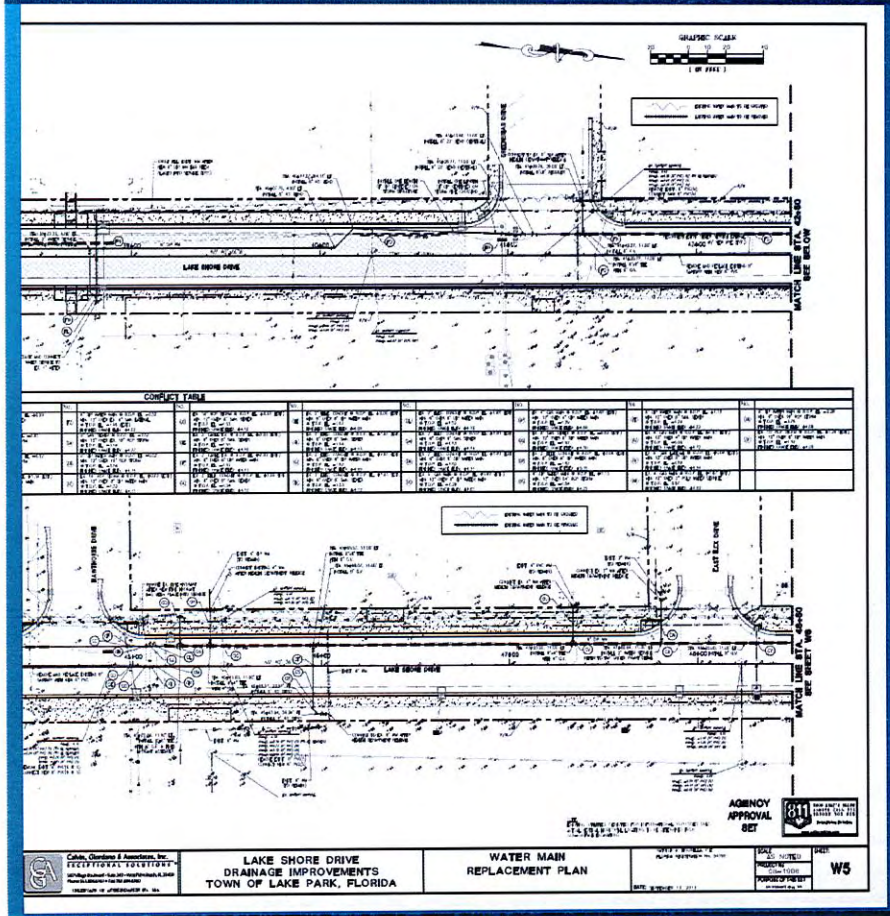
CGA ASSITED THE TOWN WITH THE SETUP AND CERTIFICATION OF THE NON-AD VALOREM TAX ROLL

CGA PROVIDED THE UPDATES IN

- 2009
- 2010

CGA HAS PROVIDED RATE STUDIES TO OTHER UTILITIES

CALVIN, GIORDANO & ASSOCIATES – SEACOAST UTILITY AUTHORITY



COORDINATED WITH SEACOAST DURING YEARS OF SITE PLAN REVIEWS FOR THE TOWN OF LAKE PARK INCLUDING:

- SITE PLAN REVIEWS
- CONSTRUCTION INSPECTION
- SUA REVIEW OF TOWN PROJECTS
  - ✓ PARK AVENUE
  - ✓ LAKESHORE DRIVE

WHY CGA?

WE PROVIDE OUR CLIENTS WITH EXCEPTIONAL SOLUTIONS

- ✓ PROVEN RECORD OF SUCCESS
- ✓ PROFESSIONAL STAFF WITH IMMEDIATE AVAILABILITY
- ✓ WE HAVE YEARS OF EXPERIENCE WITH THE TOWN OF LAKE PARK
- ✓ SHORT LEARNING CURVE
- ✓ COMMITMENT TO SERVE THE TOWN

CGA'S APPROACH AND KNOWLEDGE OF THE TOWN OFFERS EXCEPTIONAL SOLUTIONS TO IMMEDIATELY ADDRESS YOUR NEEDS.

THANK YOU

Calvin, Giordano & Associates, Inc.

EXCEPTIONAL SOLUTIONS

CHEN•MOORE
&ASSOCIATES

RFQ No. 103-2015

PROFESSIONAL CONSULTANT SERVICES

Exhibit "B"

About Us

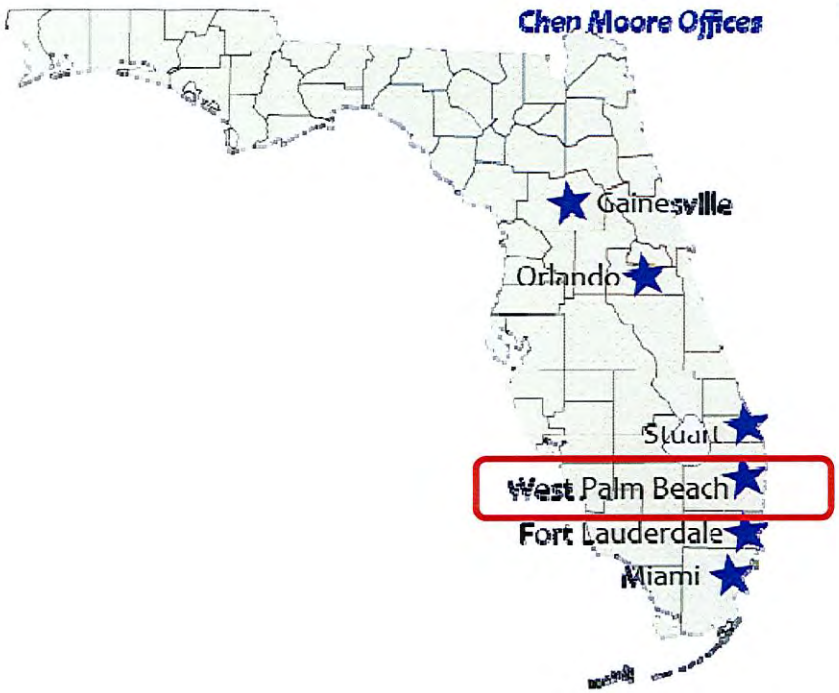
About Us

'Your Trusted Advisor for Infrastructure and Planning Needs'

- FOUNDED IN 1986
- 50+ EMPLOYEES
- SIX FLORIDA OFFICES:
  - WPB - FTL - MIA - STU - ORL - GVN
- MULTI-DISCIPLINARY CONSULTING FIRM
- ENGINEERING – LANDSCAPE ARCHITECTURE – PLANNING – GIS MAPPING + ANALYSIS – CONSTRUCTION ENGEERING INSPECTION

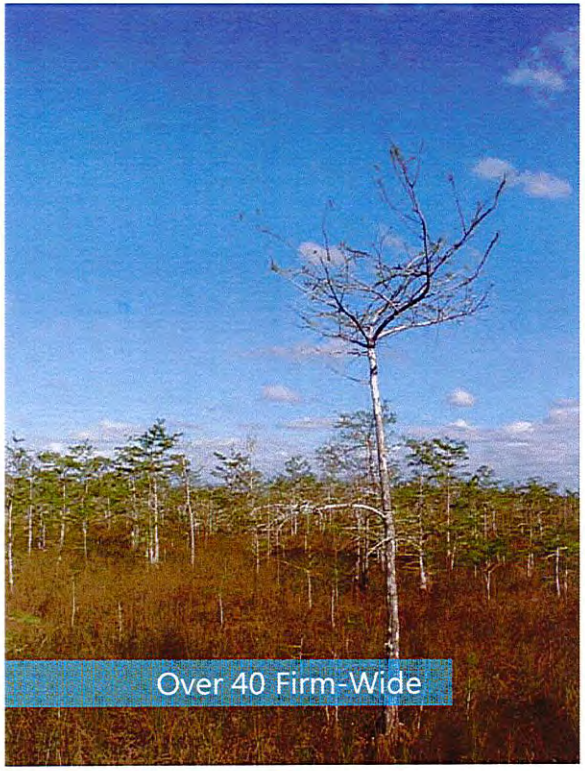
Location

7 Offices Total, 6 Offices in Florida



LOCATED 6.5 MILES FROM TOWN OF LAKE PARK

Continuing Service Contracts



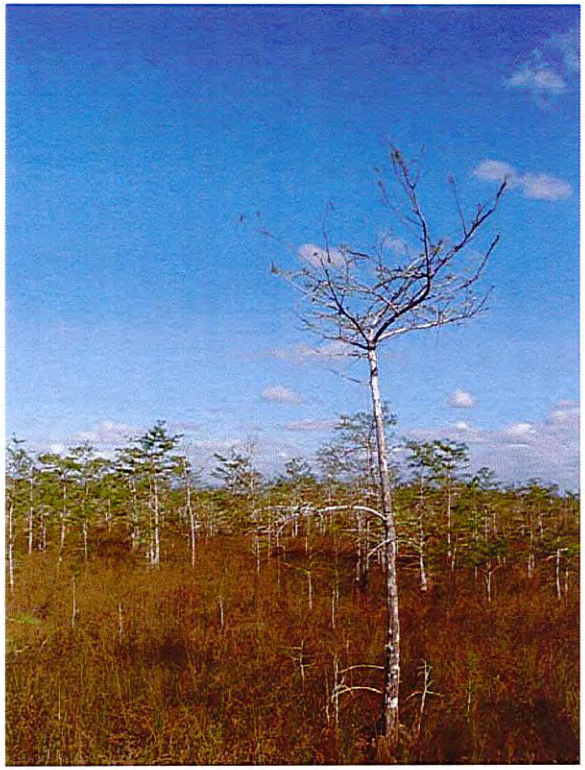
Current Local Continuing Service Contracts

- Riviera Beach Public Works
- South Martin Regional Utility
- Martin County Engineering
- Town of Palm Beach

Recent Local Continuing Service Contracts

- Riviera Beach Utility District
- City of West Palm Beach
- Town of Jupiter
- City of Boca Raton

City Engineer & Support Contracts



City Engineer Contracts

- City of Coral Springs (2005-Present)
- City of Wilton Manors (2008-Present)
- Town of Lauderdale-by-the-Sea (2007-2013)

Engineering Support Contracts

- City of Pompano Beach (NPDES/CRS Support)
- City of Hallandale Beach (Plan Review)
- SFWMD (Plan Review)
- City of West Palm Beach (FEMA Map Support)
- Village of Pinecrest (Plan Review)
- Town of Hillsboro Beach (Flood Plan Review)

Our Team

Our Team

SUZANNE DOMBROWSKI
P.E.

Team Leader/Project Manager

- Over 10 Years of Experience/ME Degree
- Neighborhood improvement projects including sewer, drainage and roadway design and permitting
- Manage utility coordination projects for Riviera Beach Utility District, including the water and sewer designs, permitting and CEI
- Project manager for Town of Palm Beach continuing services contract; projects included roadway, drainage, and creation of the Public Works Atlas

PETER MOORE
P.E., LEED AP

Project Principal

- Responsible for over $500M of construction as EOR, or project principal
- City Engineer for City of Coral Springs for over 10 years
- Experience includes sanitary collection improvements, pump station rehabilitation, transportation engineering enhancements, water and reclaimed water consulting along with all other phases of civil engineering design and neighborhood improvements

ERIC HARRISON
RLA

Landscape Architect/Planning Support

- 13 years of landscape architecture experience with several municipalities throughout South Florida
- Has provided design services for parks and recreation, university campuses, K-12 education, corporate office, commercial developments and healthcare facilities

Our Team

Key Personnel	Role
Jason McClair P.E., LEED AP, CFM	Engineering Support
Paula Fonseca P.E.	Engineering Support
Michael Wood	Engineering Support

Key Personnel	Role
Teresa Mills	Engineering Support
Andrew Savage, E.I.	Engineering Support
Cris Betancourt, RLA	Landscape Architecture & Planning

Our Team

AVIROM AND ASSOCIATES, INC..
SURVEY

- Founded in 1981
- 29 employees (seven crews) and six Registered Professional Land Surveyors
- offices in Boca Raton, Key West and Stuart, Florida

SMITH ENGINEERING CONSULTANTS
ELECTRICAL ENGINEERING

- Power, controls, lighting, HVAC, plumbing, fire protection, instrumentation, SCADA and telemetry design, and construction observation services
- Electric utility, water, wastewater, solid waste, industrial facilities, educational facilities, transportation (highway and airports),

COLLECTIVE WATER RESOURCES
FEMA RESPONSE EFFORTS

- Small, woman-owned water resources engineering firm
- Founded in 2012
- Specializes in creative approaches to watersheds, water supplies, and practical models

Our Team

FLORIDA TECHNICAL CONSULTANTS

GIS ANALYSIS AND MAPPING

- Founded in 2014
- 25 years of engineering experience internationally and domestically
- Program management experience with water, sewer, stormwater and streetscape design projects

Right Size

Chen Moore as a Whole

- Founded in 1986
- 51 Staff
- 17 Licensed Professionals
- 14 Licensed Engineers

Chen Moore Treasure Coast

- Founded in 2003 & 2011
- 9 Staff
- 4 Licensed Professionals
- 2 Licensed Engineers

Chen Moore West Palm Beach

- Founded in 2003
- 6 Staff
- 2 Licensed Professionals
- 2 Licensed Engineers

LOCAL LEADERSHIP, REGIONAL SUPPORT, LARGE RESOURCES

Client Questions

Site Plan Review Process

- Multidisciplinary approach
- Pre-application meeting
- NPDES-SPPP Reviews / NPDES Stormwater Inspector Trainer on staff
- Adequate information on plans, details, elevations and cross sections
- Constructability
- Stormwater calculations and pipe sizing

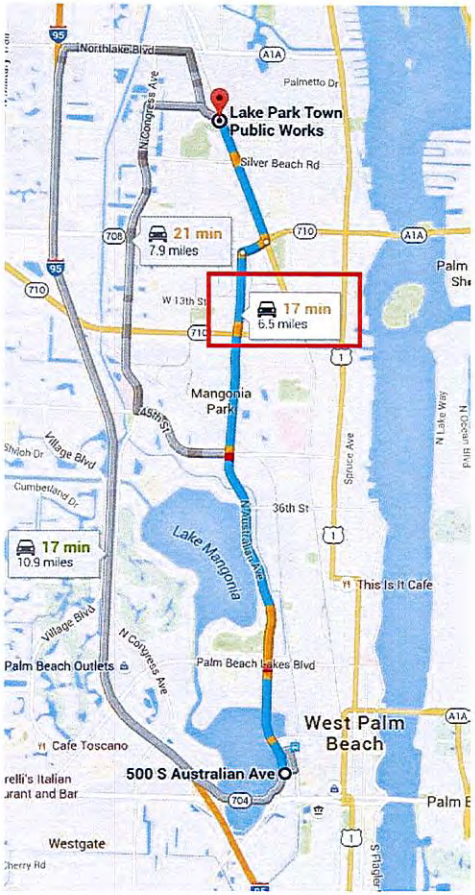
Availability / Workload

- Current project workload
- Staffing levels for quick turnaround
- Subconsultants

Continuing services contracts with over 40 clients in Florida

Delivery Methods

- Personal delivery
- FTP sites
- Courier
- Express Mail

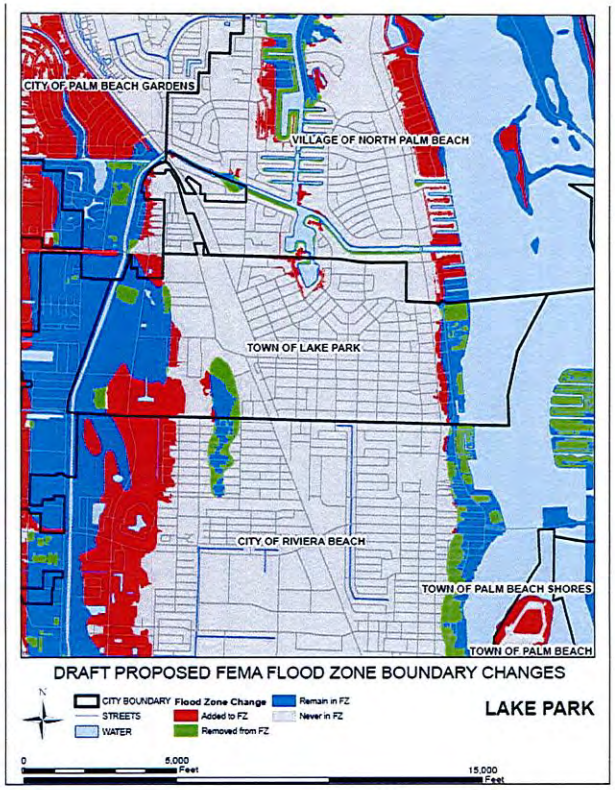


Communication Methods

- Internal communication
  - Weekly office meetings
  - Weekly inter-office coordination meetings
  - Open lines of communication between all employees
- Client communication
  - One point of contact for the Town
  - Progress reports
  - Progress meetings
- Expectations of the Town
  - Establish schedule for each project
  - Provide budget level for each project
  - Prompt review of consultant work when time is of the essence
  - Feedback on performance

FEMA Flood Maps

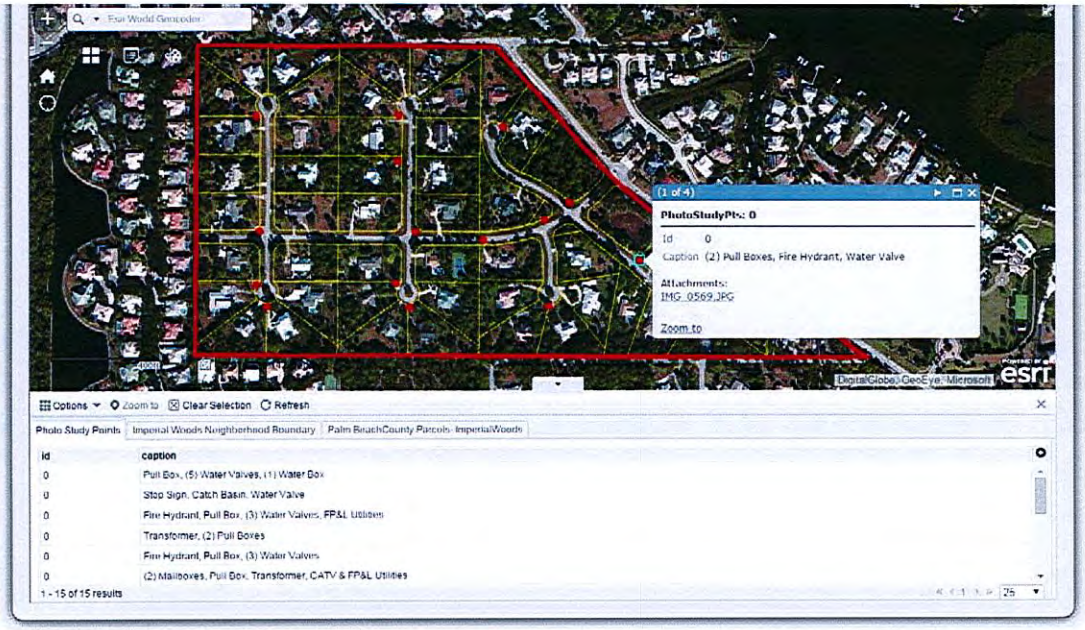
- Leader in County effort for map modifications, reduction in over $20 million dollars in insurance premiums
- 4 certified flood plain managers
- Flood determination letters
- Familiarity with LOMA/LOMR
- Active member on County and League of Cities FEMA Committees
- Familiar with LIDAR mapping initiative
- RISK Mapping



Collective WATER RESOURCES

GIS

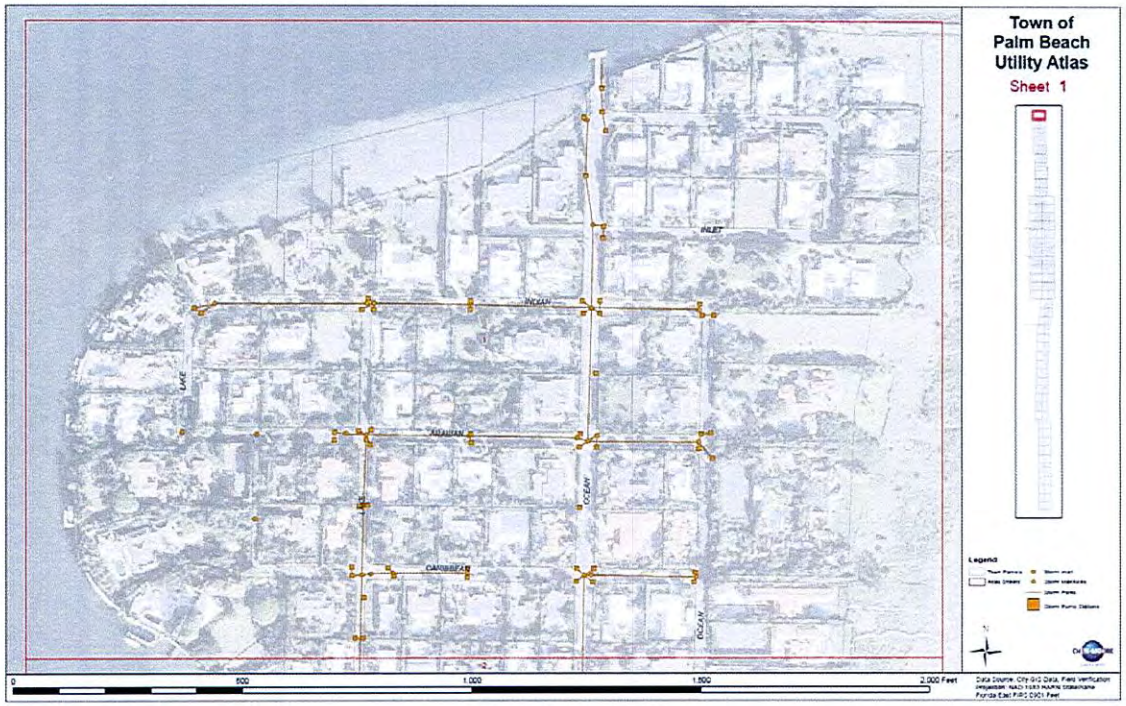
- GIS for engineering
- Exhibits
- Atlas creation, modifications
- GIS Online
- Advanced GIS systems analysis



FLORIDA TECHNICAL CONSULTANTS

GIS Programs

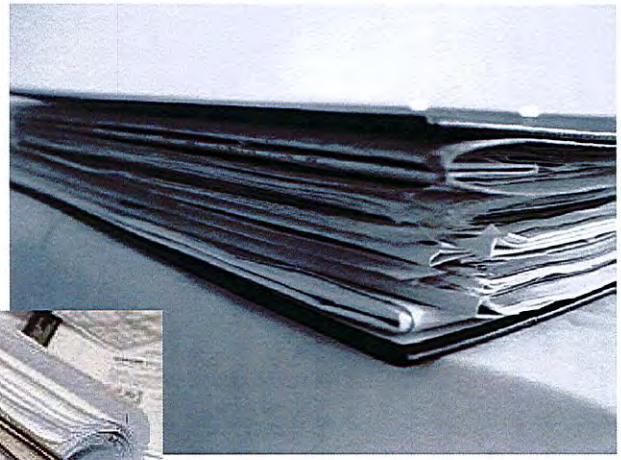
- Underground utilities
- Street signs
- Street lights
- Tree inventories
- NPDES maintenance records



FLORIDA TECHNICAL CONSULTANTS

Quality Assurance / Quality Control

- Internal procedures
  - Kick-off meeting report
  - QC/QA Checklists per discipline
  - Action Item list
  - Permit Tracker
- Subconsultants
  - Expectations for high level of service
  - Constant communication
  - CMA review prior to submittal



Storm, R/W and Landscape Improvements

$

LOS

Identify Project Goals

- Existing conditions study
  - Data collection and review
  - Permit review
  - Photo study
  - Condition assessment
- Report/Preliminary Design
  - GIS or AutoCAD for concept designs
  - Identification of possible issues for design and construction
- Engineering estimate
  - Recent bids
  - Manufacturer information
  - Contractor input

Revisit Project Goals

Stakeholder Input

Maintenance

Master Plan Experience

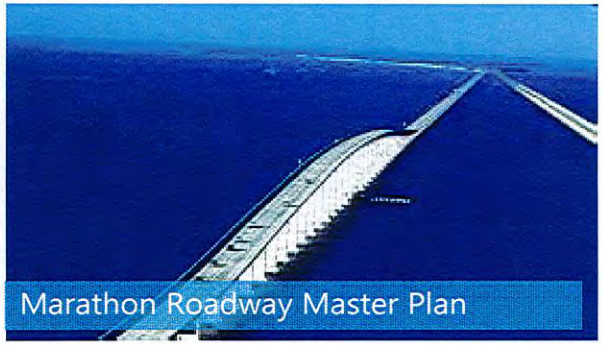
WPB Stormwater Master Plan

LBTS Stormwater Master Plan

PB Stormwater Master Plan

FLL Stormwater Master Plan Update

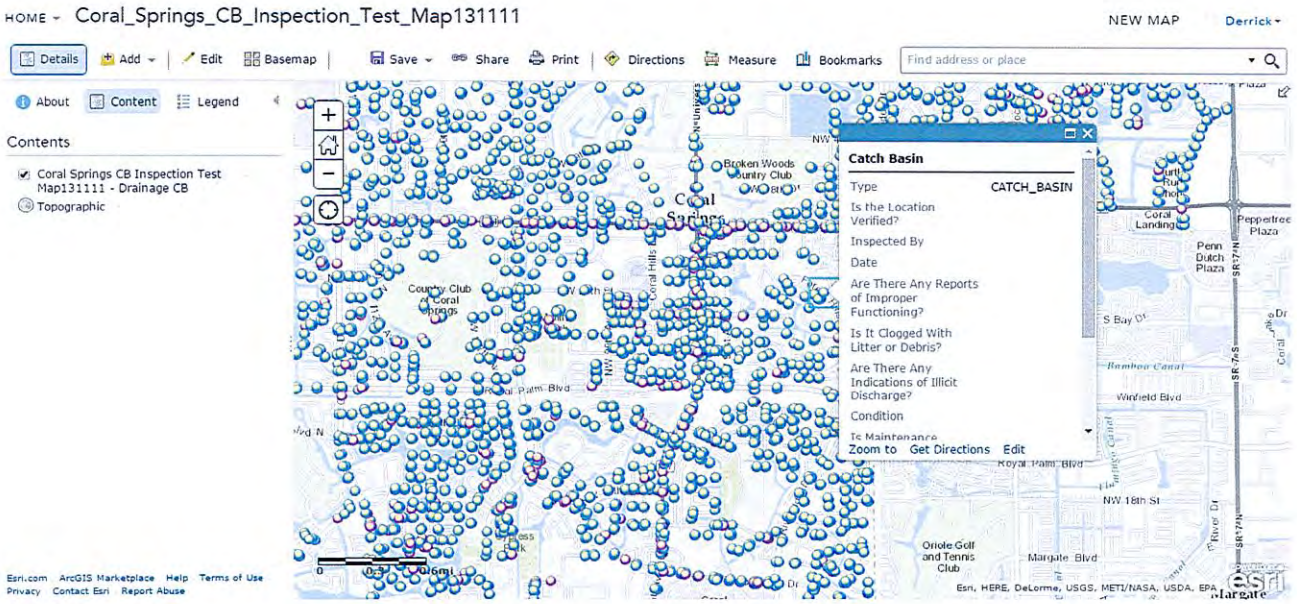
Jupiter Pavement Assessment



Marathon Roadway Master Plan

NPDES Annual Reports

- GIS integration
- Preparation of annual report
- Guidance for Town maintenance each year
- Prepared phase II permit for Marathon
- Filed annual reports for Coral Springs, Pompano Beach, Lauderale-By-The-Sea, Wilton Manors
- Familiar with NPBCID lead permittee role
- Reviewed previous Town ARF filings
- Supported clients in 5 audits

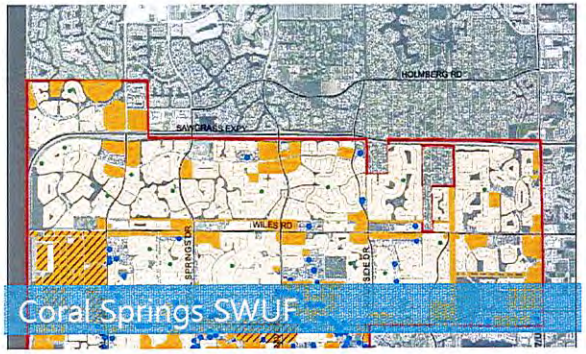


SWUF Experience

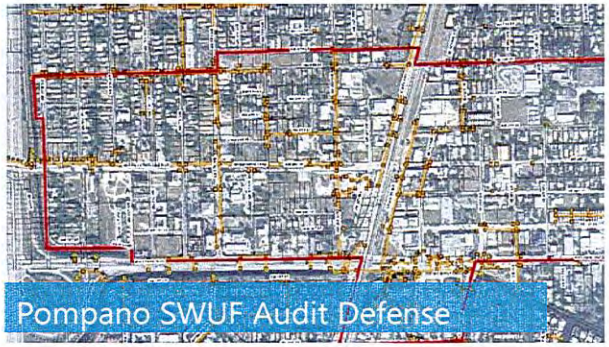
Miami Gardens SWUF

City of North Miami GIS Stormwater

Davie Stormwater Rate Study


Coral Springs SWUF

Marathon SWUF


Pompano SWUF Audit Defense

Seacoast Utility Authority Experience

- Coordination for Silver Beach Road
- Palm Beach Gardens Tennis Center Utility Service
- Mandel Jewish Community Center
- Frenchmans Reserve

MINIMUM CONSTRUCTION STANDARDS AND SPECIFICATIONS

FOR

WATER DISTRIBUTION SYSTEMS
SEWER COLLECTION SYSTEMS
RECLAIMED WATER SYSTEMS

Value Added Services

Value Added Services

FDOT CEI Certified

- Experienced Construction Personnel
- Ability to Serve as LAP Consultant for Town

Community Redevelopment Experience

- Finding of Blight Experience
- Understanding of Tax Increment Funding
- Members of Florida Redevelopment Association

Marina Experience

- Understanding of ACOE/USCG Requirements
- Familiarity with SOBA Design Guidelines
- Experience with Grant Funding (FIND, etc)

Summary

Why Select the Chen Moore Team?

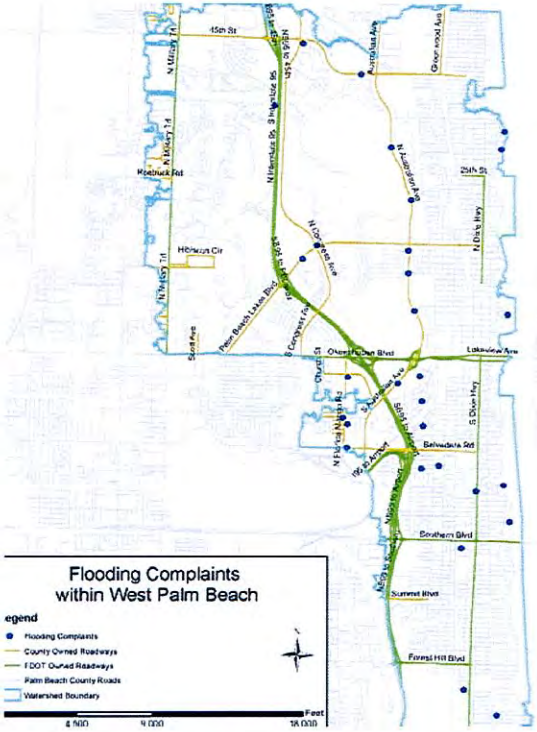
- Goldilocks Sized Firm
- Strong Plan Review, NPDES and FEMA background
- Proven success with continuing services contracts
- Multi-Disciplinary Firm with Existing Sub Relationships
- Local Community Involvement

Miscellaneous Slides

For Questions and Answers only.
Will not be included in verbal presentation unless needed.

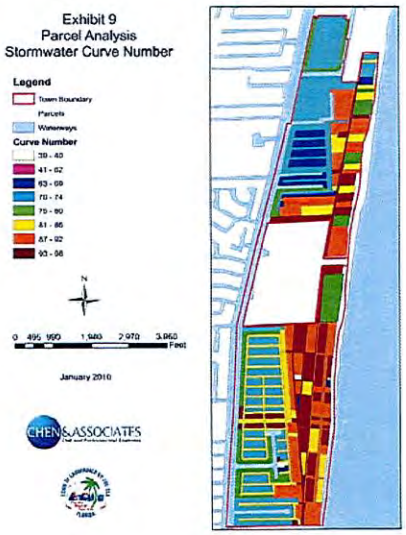
WPB Stormwater Master Plan

- Subconsultant to Collective Water Resources
- Stormwater quantity and quality modeling, field investigation, conceptual design, permitting and cost estimating
- Performing unique tasks such as a sea level rise analysis with Florida Atlantic University, CIP planning, evaluation of standards and operating procedures, preparation of items for Community Rating System (CRS) audit and public outreach



LBTS Stormwater Master Plan

- Project area includes approximately 640 acres of land which are separated into 1,618 properties
- Encompasses approximately 1.5 square miles of land area
- Identified any deficiencies in the existing stormwater management system
- Recommended system improvements to meet regulatory level of service criteria
- Provided an estimated cost to construct these upgrades to the stormwater management system
- Gathered all existing information available from previous drainage plans, utility atlases, regulatory permits, reports, and studies
- Confirmed accuracy for use in the existing conditions model
- Updated the digital stormwater atlas in GIS
- Utilized LIDAR data to create a TIN surface model of the Town limits
- Collected resident complaints in regards to flooding
- Prepared the existing conditions model with Interconnected Pond Routing (ICPR) Software
- Identified areas with flooding issues



Pompano Beach Stormwater Master Plan

- 24.6 square miles
- Identified any deficiencies in the existing stormwater management system in regards to flood control and water quality treatment
- Assisted the City with the documentation of how the Floodplain Management Plan was prepared per the requirements of FEMA
- Developed annual budget for the stormwater management system

FLL Stormwater Master Plan Update

- Review and verify earlier work by other consultants during 2001-2005
- Convert previous SWMM stormwater model to ICPR model
- Obtain updated topographic data for TIN development
- Calculate updated hydrologic parameter for drainage basins
- Conduct analysis of various system improvement alternatives
- Prepare Stormwater Master Plan Update

Miami Gardens SWUF

- Updated the City Stormwater Utility Fee
- Created a tax roll for collection through the County Property Appraiser
- Collected latest parcel data and high resolution aerial from the County
- All non-residential properties digitized for impervious areas
- All properties categorized according to land use and the appropriate formulas were applied per land use to calculate stormwater fees
- Database of values compared to previous utility billings to verify billings
- Updates made to the database to reflect recent developments and City records of Certificate of Occupancy records
- Calculations database converted into a tax roll and submitted to the Property Appraiser, both TRIM notice and Final
- Detailed calculations spreadsheet submitted to City for reference during appeals process.
- Impervious data posted in ArcGIS Online for the City to verify appeals

City of North Miami GIS Stormwater

- Implemented City of North Miami's Public Works Stormwater Operation into GIS
- Project included complete review of City's Stormwater GIS data, updates to GIS information to satisfy County requirements, training for the City on specific topics to improve GIS work efficiency and implementation of an asset management system through the use of ArcGIS 10.2 and ArcGIS Online
- Developed a small asset management system for City's Stormwater Network to help field crew locate and update information regarding Stormwater Structures
- Sewer system based on old paper atlas sheets
- Scanned and georeferenced to create GIS layers
- GPS data collected from contractors performing maintenance of manholes
- GIS gave the City the ability to verify the locations of maintenance, removing duplicate billing and identifying manholes that were missed by the contractor maintenance operations
- Provided GIS training to City staff

Davie Stormwater Rate Study

- GIS services to the Town of Davie to determine Stormwater Utility Fee
- Impervious area of all non-residential and a sample data set of residential parcels digitized and calculated in GIS
- Analysis made of costs to be generated and a fee was assigned to each parcel

Marathon SWUF

- Large GIS component
- Impervious area of a sample set of residential parcels digitized using aerial interpretation in GIS
- Equivalent Residential Unit (ERU) analysis was completed by calculating average impervious area per residential parcel
- Impervious area for each non-residential lot digitized and the number of ERUs was assigned
- Total fee established by analyzing the anticipated yearly public works program by the City
- Weighted Stormwater Utility Fee determined for each parcel based on ERUs
- List of parcels with fees submitted to tax authority
- Prepared Stormwater Utility Ordinance for the City, including the fees for different types of land
- Assisted City by explaining processes and outcome to City Commission at meetings
- Continues to do yearly re-assessments of tax roll to account for changes in property ownership, new developments and appeals by residents

Town of Lake Park

Professional Consulting Services

RFQ No. 103-2015

June 30, 2015

McLEOD • McCARTHY
& Associates
CIVIL ENGINEERS

Jon E. Schmidt and Associates

FTC PTC
FLORIDA TECHNICAL CONSULTANTS

LIDBERG LAND SURVEYING, INC.

TOWN OF LAKE PARK, FLORIDA
1923

Exhibit "C"

Our Team

- Civil Engineer & Prime Consultant: McLeod, McCarthy & Associates, P.A.
- Landscape Architect: Jon E. Schmidt & Associates, Inc.
- Traffic Engineer: Pinder Troutman Consulting, Inc.
- Surveyor: Lidberg Land Surveying, Inc.
- GIS Specialist: Florida Technical Consultants, LLC

Jon E. Schmidt and Associates

PTC

LIDBERG LAND SURVEYING, INC.

FTC FLORIDA TECHNICAL CONSULTANTS

McLEOD • McCARTHY & Associates, P.A. CIVIL ENGINEERS

TOWN OF LAKE PARK, FLORIDA 1923

Our Background

- Formed in early 2014 through the merger of Clark McCarthy Engineers & One Evergreen, Inc.
- Our origins dates to 1997 when Tom McCarthy formed Tom McCarthy Consulting Engineer, Inc.
- Local Engineers – Based in West Palm Beach and residing in north/central Palm Beach County
- Focused on providing "hands on" engineering services to our clients in Palm Beach County

McLEOD • McCARTHY
& Associates, P.A.
CIVIL ENGINEERS

TOWN OF LAKE PARK, FLORIDA
1923

Todd McLeod, P.E., LEED-AP

- B.S. in Civil Engineering, University of Florida
- Graduate Certificate in Urban & Regional Planning, FAU
- Past-President of ASCE Palm Beach and winner of their 2012 "Civil Engineer of the Year" Award
- Currently serves on the City of West Palm Beach Planning Board
- Member of the SFWMD Regulatory Peer Review Committee
- Engineer-of-Record for numerous local public infrastructure projects for City of Lake Worth, Delray Beach CRA, Palm Beach County CID, Palm Beach County Engineering & Public Works

McLEOD • McCARTHY
& Associates, P.A.
CIVIL ENGINEERS

TOWN OF LAKE PARK, FLORIDA 1923

Tom McCarthy, P.E.

- B.S. in Civil Engineering, University of Florida
- Master of Business Administration, FAU
- 50 years of experience in Palm Beach County
- Currently serves on the City of West Palm Beach & Village of North Palm Beach Construction Boards of Appeals
- Served on the Jupiter Town Council for over 13 years
- Former Assistant Palm Beach County Engineer, Town Engineer for Town of Palm Beach and Town Engineer for Town of Juno Beach
- Past President, Palm Beach County League of Cities

McLEOD • McCARTHY
& Associates, P.A.
CIVIL ENGINEERS

TOWN OF LAKE PARK, FLORIDA 1923

Jon E. Schmidt & Associates

- Local, award-winning Land Planning & Landscape Architecture Firm
- Currently serves as the Town's Landscape Architect Consultant
- Also provides continuing Planning & Landscape Architecture Consulting to:
  - City of Delray Beach
  - Town of Haverhill

Jon E. Schmidt and Associates

City of Sebastion City Hall &
Emergency Operations Center

McLEOD • McCARTHY
& Associates, P.A.
CIVIL ENGINEERS

TOWN OF LAKE PARK, FLORIDA
1923

Pinder Troutman Consulting

- Local, Certified Small & Women Business Enterprise (SBE & WBE)
- Currently provides continuing Traffic Engineering Consulting to:
  - City of Palm Beach Gardens
  - Village of Wellington
  - Palm Beach County Engineering & Public Works
- Prequalified by FDOT for:
  - Traffic Engineering Services
  - Signalization
  - Policy Planning
  - Corridor Planning
  - Systems Planning

PTC

McLEOD • McCARTHY
& Associates, P.A.
CIVIL ENGINEERS

TOWN OF LAKE PARK, FLORIDA
1923

Lidberg Land Surveying

- Lidberg: Local, north Palm Beach County based surveying firm since 1982
- Currently serves as the Town's Surveying Consultant
- Also provides surveying services to other local governmental agencies:
  - Town of Jupiter
  - Town of Juno Beach
  - Jupiter Inlet District
  - Seacoast Utility Authority
  - City of West Palm Beach
- Land Survey as well as Hydrographic Survey capabilities

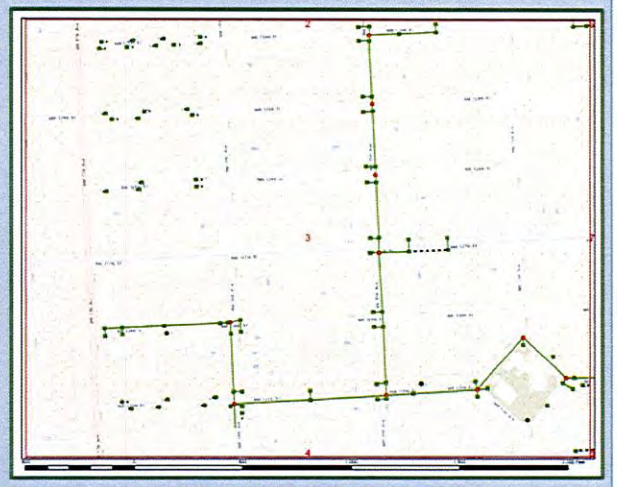
LIDBERG LAND SURVEYING, INC.

McLEOD • McCARTHY
& Associates, P.A.
CIVIL ENGINEERS

TOWN OF LAKE PARK, FLORIDA 1923

Florida Technical Consultants

- Local, GIS Specialist focused on "bridging-the-gap" between engineering and public works through the use of smart GIS applications
- Completed custom public works GIS applications for:
  - Town of Palm Beach
  - City of Boca Raton Utilities Department
  - City of West Palm Beach
  - City of Miami Gardens
  - City of Marathon
- Developed custom NPDES compliance GIS-based applications for City of West Palm Beach and City of Miami Gardens



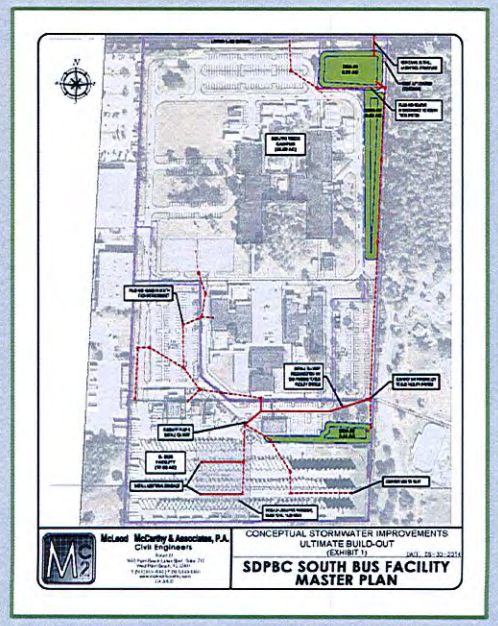
GIS-based NPDES Tracking system for City of Miami Gardens

McLEOD • McCARTHY
& Associates, P.A.
CIVIL ENGINEERS

Town Engineer Experience

- Tom McCarthy served as Town Engineer for Town of Palm Beach for over 8 years
- Tom McCarthy served as Town Engineer for Town of Juno Beach for over 5 years
- Todd McLeod provided City Engineering Consulting services to City of Lake Worth for over 5 years
- MMA is current Civil Engineering Consultant for PBC School District

Worth Avenue: 1983 Improvements



School District of PBC:
Transportation Facility
Master Plan
(South Facility)

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& Associates, P.A.
CIVIL ENGINEERS

TOWN OF LAKE PARK, FLORIDA
1923

Town Engineer Experience

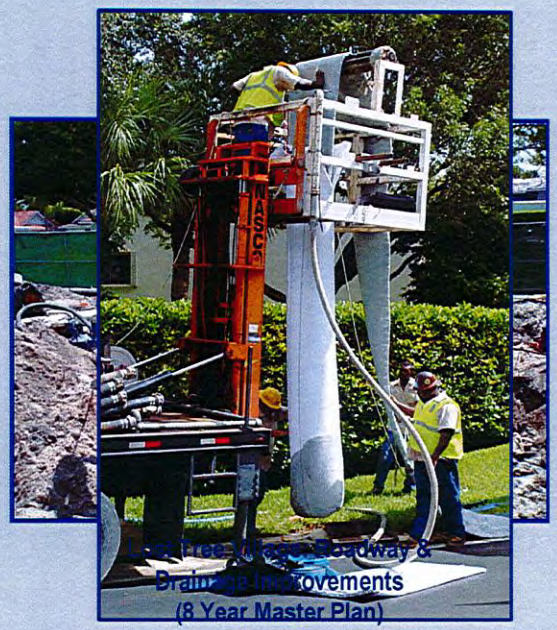
- MMA understands the pressures on local municipalities
- Tom McCarthy served on the Jupiter Town Council for over 13 years:
  - Formation of Town's Stormwater Utility
  - Period of Exponential Population Growth
  - Formation of Town's CRA
- Todd McLeod has served on the City of West Palm Beach Planning Board since 2011
- Tom McCarthy has served as Assistant City Engineer for the City of Gainesville and Assistant County Engineer for Palm Beach County

McLEOD • McCARTHY
& Associates, P.A.
CIVIL ENGINEERS

TOWN OF LAKE PARK, FLORIDA
1923

Aging Infrastructure Experience

- MMA has completed infrastructure rehabilitation projects for over 50 local communities:
  - Pavement Rehabilitation (Resurface, Curb/Gutter, Assessment Database)
  - Drainage Culverts – Cured In-Place Pipe (CIPP) and Slip Lining
  - Sight Distance Studies & Safety Improvements
  - Long-term Comprehensive Capital Improvement Planning & Budgeting
  - Value Engineering to Meet Budget Constraints



Sea Oats of Juno Beach:
CIPP Culvert Lining

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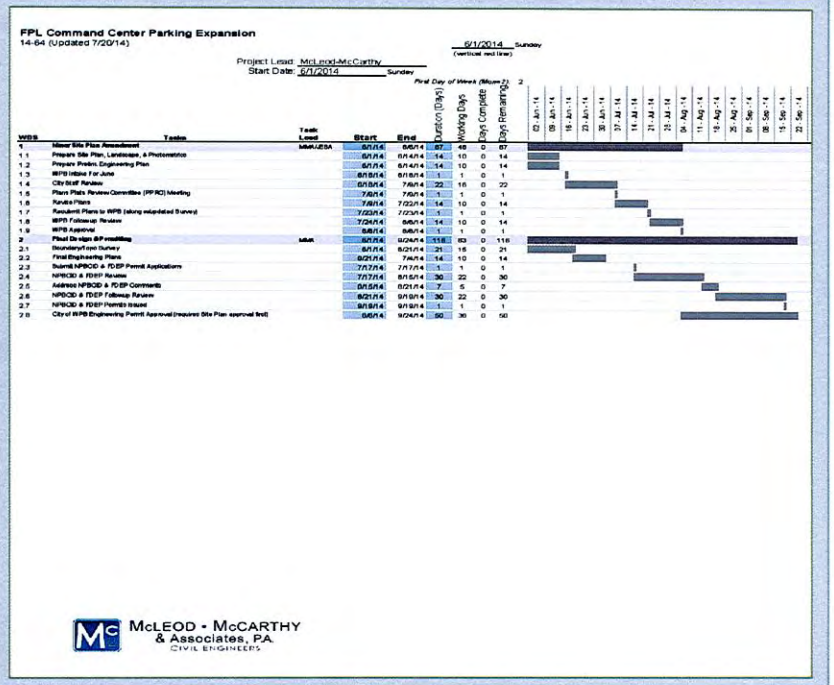
& Associates, P.A.
CIVIL ENGINEERS

TOWN OF LAKE PARK, FLORIDA
1923

Best Practices

- Development Review
  - MMA will pickup and drop-off application packages
  - MMA will collect and review sub-consultant comment letters for consistency prior to returning to the Town within 1 week
- Capital Projects:
  - Keep the Town Updated with Current Schedules
  - Track Permit Review and Approval Process



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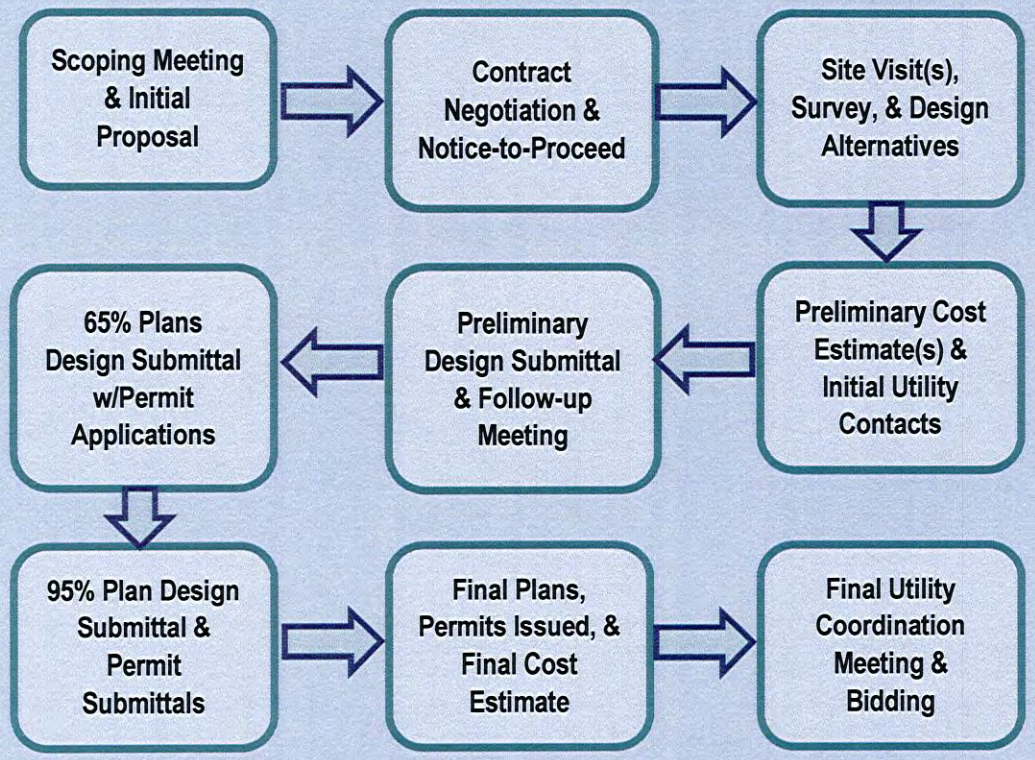
TOWN OF LAKE PARK, FLORIDA 1923

Best Practices

- Capital Project Process:



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& Associates, P.A.
CIVIL ENGINEERS

TOWN OF LAKE PARK, FLORIDA 1923

"Value Added"

- Tom McCarthy started his firm with an emphasis on communication
- Complete local team with low overhead and hands-on engineering
- Ready to deliver cost-effective engineering consulting and assist the Town with value engineering of existing projects to meet budget goals
- Team members live, work, and volunteer here in Palm Beach County
- Flexibility to work with our clients to meet their needs in the way that they feel most comfortable
- Experience from both sides of the table

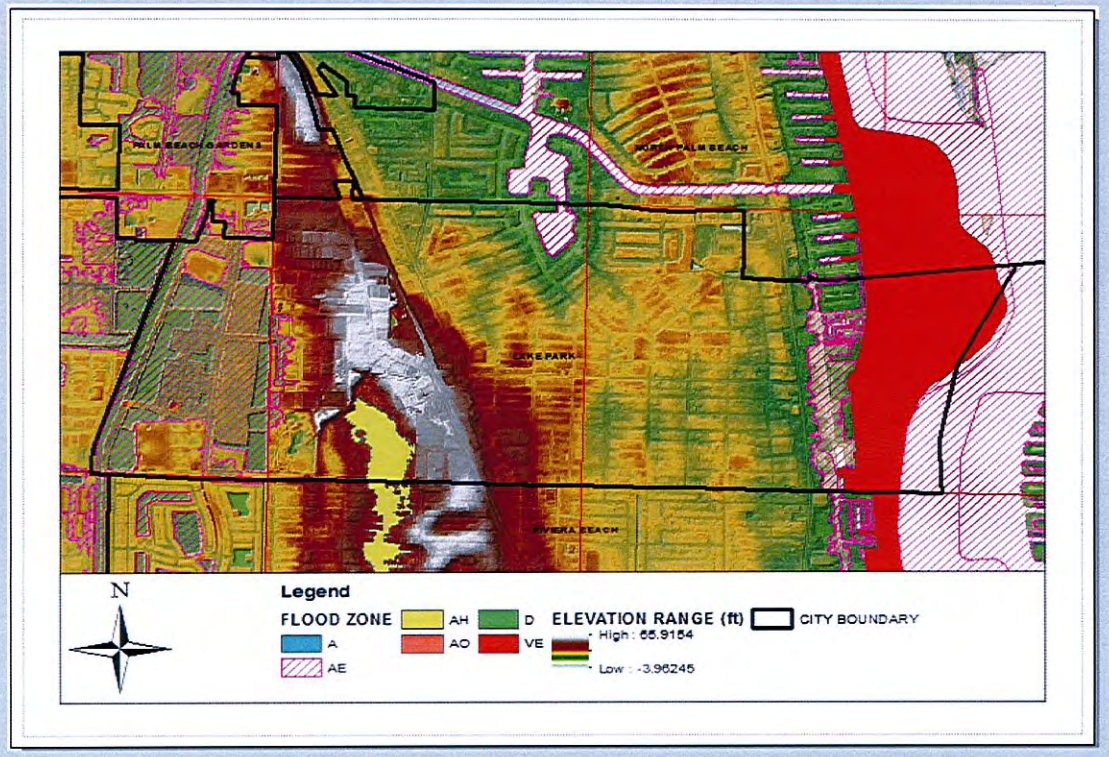
McLEOD • McCARTHY
& Associates, P.A.
CIVIL ENGINEERS

TOWN OF LAKE PARK, FLORIDA
1923

Questions?

- The McLeod, McCarthy & Associates team truly appreciates this opportunity to present our qualifications, and we're happy to answer any questions you have regarding the specifics of our presentation.

FEMA Mapping



FEMA Flood Zone Mapping based on 2007 USACE LiDAR data

McLEOD • McCARTHY & Associates, P.A.
CIVIL ENGINEERS

TOWN OF LAKE PARK, FLORIDA 1923

Exhibit "D"

TABULATION OF SELECTION TEAM
RFQ 103-2015

SELECTION TEAM MEMBERS RFQ 103-2015	CALVIN GIORDANO	CHEN- MOORE	McCLEOD- McCARTHY
Dave Hunt	2	1(3)	
Nadia DiTommaso	2		1(3)
Lourdes Cariseo	1(3)		2
Scott Schults		1(3)	2
Richard Pittman	1(3)	2	
TOTAL	10	8	7

Tabulated by: Vivian Mendez
Vivian Mendez, CMC, Town Clerk

SELECTION TEAM MEMBER Scott Schulte

1ST. CHOICE chen-moore

2ND CHOICE MMA

SELECTION TEAM MEMBER Lourdes Carised

1ST. CHOICE Calvin, Giordano & Assoc

2ND CHOICE McLeod, McCormick & Assoc.

SELECTION TEAM MEMBER DAVE HUNT

		POINTS
1ST. CHOICE	CHEN-MOORE	(3)
2ND CHOICE	CALVIN-GIORDANO	(2)

SELECTION TEAM MEMBER Richard Pittman

1ST. CHOICE Calvin Giordano

2ND CHOICE Chen-Moore

SELECTION TEAM MEMBER Nadia Di Tommaso

1ST. CHOICE McLeod, McCarthy

2ND CHOICE Calvin Giordano

$A^{\times}$

CGA	Chen	MMA
3	3	3
3	3	2
2	2	2
2	8	7
10		

TAB 8

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 [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[X] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 6-29-15

David Urbinati/ Interim Marina Director
Name/Title

Originating Department:	Costs: $ 35,790.00 Funding Source: Acct. #800-34000 – Marina Settlement Funds [ ] Finance _____	**Attachments:** Bid Submittal **Bid Tabulation** **Bid Document** **Advertisement**
Advertised: Date:April12,2015 Paper: PB Post [ ] 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 DRG **Please initial one.**

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 entitles 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

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

ADDITIONALS

COMPANY	BID PRICE ANNUAL	3 YEAR COST	TREE PRUNING PALM TREE	TREE PRUNING BrdLeaf TREE	IRRIGATION MAINTENANCE	GROUNDS MAINTENANCE	ESTIMATED ADDITIONAL EXPENSES
CHRIS WAYNE AND ASSOCIATES, INC.	**$ 35,790.00**	**$ 107,370.00**	**$30 / $35**	**$50 / $75**	**$60/HR**	**$30/HR**	**$3,000/ANNUAL**
L. V. SUPERIOR LANDSCAPING	N/A						
PRECISION LNDSCAPING	N/A						
TERRACON SERVICES, INC.	N/A						

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation

CHRIS WAYNE AND ASSOCIATES, INC.

Filing Information

Document Number	P04000100196
FEI/EIN Number	201399029
Date Filed	07/02/2004
State	FL
Status	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 MAINTENACE 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
					South Florida						
Basic		C		N		SRN			C		C
Moderate		C	N		C		SRN		SRN		C
High		C	N	SRN	C	SRN	Fe		SRN		C

*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.

**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.

C= complete fertilizer application (NPK); N= nitrogen application only; SRN= nitrogen only in a slow release form; Fe= iron application only.

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 much 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 nighty and xx/100 ($ 35,790.00)

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

NAME OF FIRM Chris Wayne and Associates, Inc.

ADDRESS 15863 97th 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

Town of
LAKE PARK

Department of
PUBLIC WORKS

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.

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

E-mail: publicworks@lakeparkflorida.gov

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.

- 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
Vivian Mendez, CMC,
Town Clerk

Bidder:

Signed By: [signature]
Print Name: Christopher W Dellag RLA
Title: President
Date: 5/12/15

End of Addendum #1

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

Town of
LAKE PARK

Department of
PUBLIC WORKS

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
Vivian Mendez, CMC,
Town Clerk

Bidder:

Signed By: [signature]
Print Name: Chris W Dellage, RLA
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 for yr 1
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 broadleafs 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

	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 nighty 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*').

NAME OF COMPANY	ADDRESS OF COMPANY	PHONE/CONTACT
1) N/A		
2)		
3)		
4)		
5)		

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of Chris Wayne and Associates, Inc., 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.

5/12/15

Authorized Signature (Date)

Chris Dellago, RLA / President

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: 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:

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	LF211579	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 #	EXPIRATION
U-20161	09/30/2015

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

DBA :

15863 97TH DR N
JUPITER, FL 33478

CERTIFIED CONTRACTOR
IRRIGATION SPRINKLER

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

LICENSE NUMBER
LA6666678

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 SEQ # 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

LICENSE NUMBER
LC26000243

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 SEQ # L1312020001050
DISPLAY AS REQUIRED BY LAW

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

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

"LOCATED AT"
15863 97TH DR
JUPITER, FL 33478

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0069 LANDSCAPE ARCHITECT	DELLAGO CHRISTOPHER W	LA6666678	U15.285312 - 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

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

LBTR Number: 200515864
EXPIRES: SEPTEMBER 30, 2015

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.

68 (Cont.)

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

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

LOCATED AT
15863 97TH DR
JUPITER, FL 33478

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

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

LBTR Number: 201101100
EXPIRES: SEPTEMBER 30, 2015

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
Serving *you.*

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

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0060 IRRIGATION SPRINKLER CONTRACTOR	DELLAGO CHRISTOPHER W	U20161	U15.265312 - 01/23/15	$44.39	B40123961

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

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

LBTR Number: 200515865
EXPIRES: SEPTEMBER 30, 2015

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
Serving *you.*

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

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

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

LBTR Number: 201101101
EXPIRES: SEPTEMBER 30, 2015

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

CHRIS-6 OP ID: JH

ACORD

CERTIFICATE OF LIABILITY INSURANCE

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).

PRODUCER
Ryan Insurance & Financial Svc
302 W New York Avenue
Deland, FL 32720
Rodney Silver

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 386-738-2000 FAX (A/C, No): 386-738-2053
E-MAIL ADDRESS: Certificates@ Seanryaninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Star Insurance Company	18023
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Chris Wayne & Associates
15863 97th Drive N
Jupiter, FL 33478-9310

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 0834592 00	10/31/2014	10/31/2015	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N		N/A				E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Rodney E. Silver

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CHRIS-5 OP ID: CT

ACORD

CERTIFICATE OF LIABILITY INSURANCE

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).

PRODUCER
INNOVATIVE INSURANCE CONSULTANTS, INC.
5461 UNIVERSITY DRIVE, #103
CORAL SPRINGS, FL 33067
BARRY S. GOLDSTEIN

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : WESTERN WORLD INS CO - RPS	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
A	X COMMERCIAL GENERAL LIABILITY	X		NPP8143852	08/08/2014	08/08/2015	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X BLKT ADDL INSD						MED EXP (Any one person)	$ 5,000
	X BLKT WAIVER						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ INCLUDED
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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.

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Barry S. Goldstein

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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 Dellano, who is personally known to me or who has produced FC/DC 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 97th 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 trail 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 Palm Beach

on the 12th day of May, 2015.

Notary Public

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

(Affix seal)

My commission expires:

ANTI-KICKBACK AFFADAVIT

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.

Signature

Subscribed and sworn to (or affirmed) before me this 12th 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:

Notary Name: Gardner Timothy Williams

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

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 (ex cept 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 97th 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, 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

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. <u>LIQUIDATED DAMAGES:</u> Not Applicable

26. <u>CONTRACT TERM</u>

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 contact 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 that 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 TWN 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 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 clipping 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 sit, 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 Diazanon.
- 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. <u>Notification of Grounds Supervisor</u>

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. <u>Access to Locations</u>

The Contractor will be provided key/access code for locked locations upon approval by the Marina Director or designee.

4. <u>Contractor Qualification</u>

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)

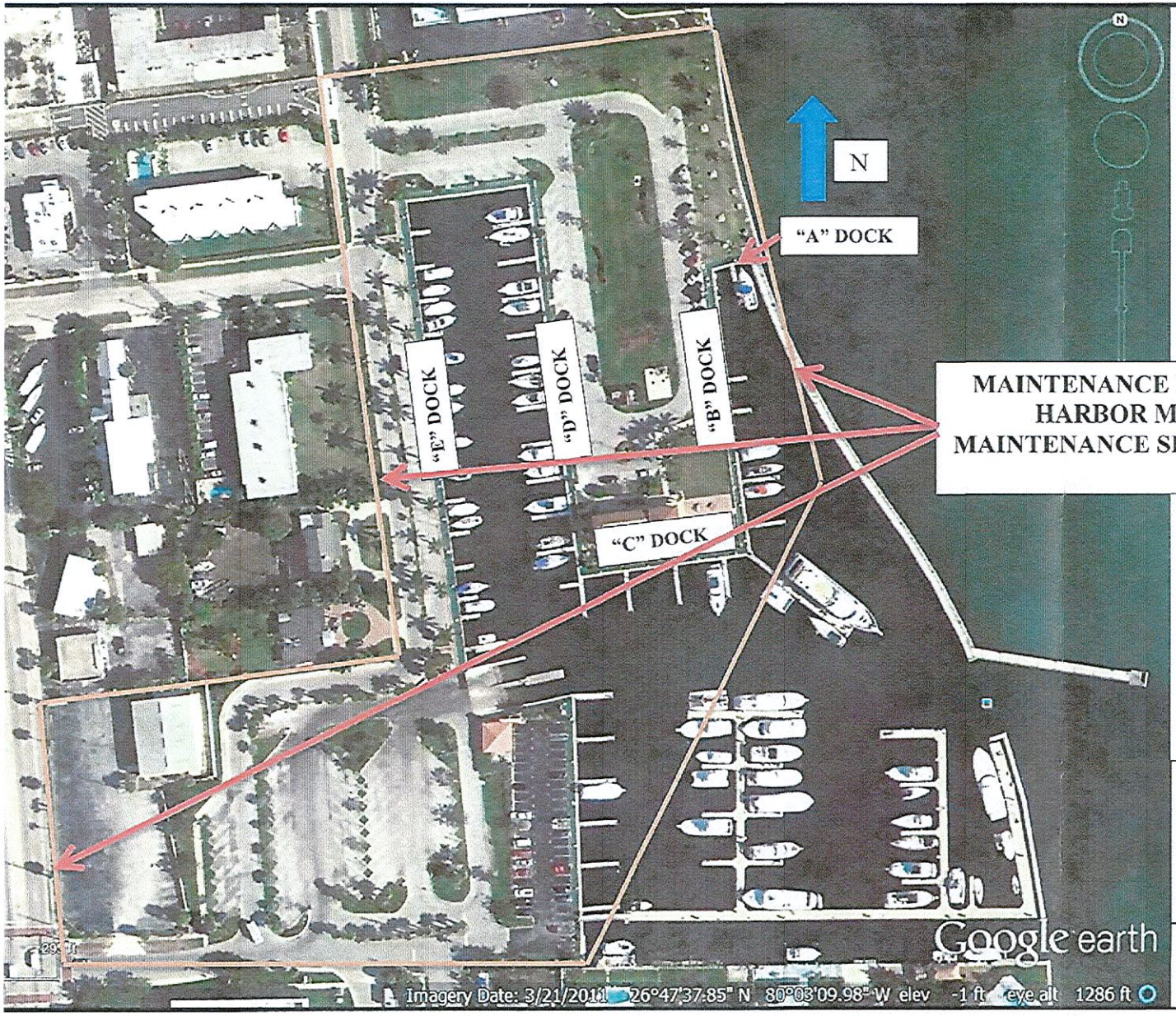
Cost $_____per month x 12 months = _____Total Cost Per Year.

TABLE 1

SERVICES:	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
LAWN CARE:												
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		
Weed Control:												
Pre-emergent				M							M	
Post-emergent	*	*	*	*	*	*	*	*	*	*	*	*
Irrigation:												
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**



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 broadleafs 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, 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 $_____ /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*').

NAME OF COMPANY	ADDRESS OF COMPANY	PHONE/CONTACT
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: _____

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 trail 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 (ex cept 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: _____

TAB 9

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 15, 2015 **Agenda Item No.** Tab 9

Agenda Title: Setting a Town Commission Workshop date for the Mixed-Use Overlay Zoning District initiative along the Federal Highway corridor.

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON 1st READING
[X] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 7-1-15

Nadia Di Tommaso / Community Development Director ND
Name/Title

Originating Department: **Community Development**	Costs: $ 0 Funding Source: Acct. # [ ] Finance _____	**Attachments:** **N/A**
Advertised: Date: **N/A** Paper: _____ [X] 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 or Not applicable in this case __*ND*__ **Please initial one.**

Summary Explanation/Background:

Town staff is moving forward with the Mixed-Use Overlay Zoning District initiative for Federal Highway. In an attempt to present staff's recommendations for both the required Zoning Code and Comprehensive Plan Amendments in order to receive comments and feedback, a workshop is being requested with the Town Commission. The Town's Planning & Zoning Board members will also be invited to attend and of course, the public will be able to listen-in on the proposal. The requested workshop date is **Monday, September 21 at 6:30pm**.

Recommended Motion: I move to SCHEDULE the Mixed-Use Overlay Zoning District Workshop for Monday, September 21 at 6:30pm.