



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, October 15, 2014, 6:30 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, October 15, 2014 at 6:30 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Manager Dale S. Sugerman, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

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

SPECIAL PRESENTATIONS/REPORTS

1. Proclamation in Memory of Bertha "Bert" Bostrom

Mayor DuBois presented Ms. Bostrom's family with the proclamation.

Former Commissioner Patricia Osterman accepted the proclamation in memory of her mother Bert Bostrom. She stated that her mom would have been honored to receive the proclamation.

PUBLIC COMMENT:

None

CONSENT AGENDA:

2. Regular Commission Meeting Minutes of October 1, 2014

Motion: Commissioner O'Rourke moved to approve the Consent Agenda; Commission 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	X		

Motion passed 5-0.

PUBLIC HEARINGS - ORDINANCES ON FIRST READING:

3. Ordinance No. 13-2014 Repealing Chapter 2, Article I, Section 2-4 of the Town Code Entitled Provisions for Processing Public Records Request.

Town Clerk Mendez explained the item (see attached Exhibit "A").

Commissioner O'Rourke asked if there would be a centralized area or person where public records could be made and maintained.

Town Clerk Mendez explained that there would not be a centralized area or person where public records could be made and maintained as recent changes to the Public Records Law made the custodian of a record responsible for making it available in response to a public records request.

Mayor DuBois asked if the Commission should interpret any question that comes through email, or verbally as a public records request and is there a timeframe set to respond to the request. Town Clerk Mendez explained the Florida State Statute 119 does not define what a reasonable amount of time is to fulfill a request. The goal is to be response to a requestor and not deny anyone the right to access public records.

Town Manager Sugerman explained that historically the Town Clerk had been identified as the custodian of record, but under the statute, the Town would not be in compliance if it continued to identify the Clerk as the custodian of record. He gave the example of a member of the public asking an employee in the Finance Department for a copy of the Town Manager's pay stub. Since the Finance department is the department where those records are kept, the staff member in the Finance Department should make that public record available. However if an employee mowing the lawn at the park is approached and asked for the same information (the Town Manager's pay stub), that employee is not the custodian of that record. In this example, the employee would explained that they are not the custodian of that record, but would direct them to where that record could be located or to the Town Clerk. He explained that if a Commissioner were asked for a record that they are not the custodian of, the Commissioner can direct that requestor to the custodian of that record or to the Town Clerk.

Commissioner O'Rourke asked for clarification as to why the Town would not have one centralized source where a request can be made and kept track of to ensure that request are being responded to.

Town Manager Sugerman explained that the Town has an obligation to follow the law. We would be training all employee to be sure that the Town complies with the law. He explained that a Marina dock attendant employee was asked for a copy of a slip dockage agreement. The employee told the requestor that they had to go to Town Hall to make their request, even though the slip dockage agreements are kept at the Marina. The employee violated the law by telling the person to go to Town Hall to get a copy of the dockage agreement when in fact the Marina was the custodian of that record. He explained that as part of the training, employees would be told that if they are confused or

unsure about a request that they can call the Town Clerk or their supervisor for assistance.

Public Comment Open:

None

Public Comment Closed:

Motion: Commissioner Rapoza moved to approve Ordinance 13-2014 on first reading; 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	X		

Motion passed 5-0.

Attorney Baird read the Ordinance into the record by title only.

PUBLIC HEARINGS - ORDINANCE ON SECOND READING:

None

ADDITION OF AGENDA ITEM:

Town Manager Sugerman requested the addition of an agenda item titled "Authorizing the Town Manager to Sign a Purchase Requisition and to Accept a Proposal in the Amount of \$4,377.50 to Alan Gerwig & Associates for Construction Phase Services Associates with the Installation of the Replacement Sidewalk at the Lake Park Harbor Marina" as item 8a.

Motion: Commissioner O'Rourke moved to approve the addition of the item; Vice-Mayor Glas-Castro 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	X		

Motion passed 5-0.

NEW BUSINESS:

4. A Request from the Event Organizers of the Lake Park Seafood and Music Festival to Waive the Facility Rental(s) and Parking Meter Fees.

Community Development Director Nadia DiTommaso explained the item (see attached Exhibit "B").

Commissioner Flaherty asked if something were to happen, does the Town keep the deposit. Recreation Manager Kathleen Carroll explained that all of Lake Shore Park would be rented and the deposit would cover the cost should anything happen during the event.

Mayor DuBois asked if the event could be held in Kelsey Park instead of Lake Shore Park so that the adjacent residents would not be negatively impacted with the live music being played.

Larry Marble and Johnny Ringo the event organizers explained that the live performance of the country music group Montgomery Gentry would end at 7:00 p.m. on Sunday, November 23rd. He explained that the power acoustics being used would not be the same type of music that is heard at an amphitheater such as the Cruzan Amphitheater. He stated that from 7:00 p.m. until 9:00 p.m. a disc jockey would play music.

Vice-Mayor Glas-Castro asked how parking would be handled. Mr. Marble explained that arrangements have been made with the property owner at US 1 (Federal Highway) and Northlake Blvd. to use their parking lot and grass field as overflow parking. He stated that Molly's Trolley would be used to shuttle people back and forth from the event to the parking lot.

Vice-Mayor Glas-Castro asked if their request including parking along Park Avenue. Mr. Marble stated that he had forgotten to include parking along Park Avenue, and would like to include that part of the request now.

Vice-Mayor Glas-Castro saw that V.I.P. tickets are being sold and asked if the area closest to the stage was being roped off for those that purchase tickets. Mr. Marble explained that the V.I.P. area would be tented alongside of the stage with tables and chairs and would not obstruct the public's view of the stage.

Commissioner Rapoza asked Mr. Roger Michaud to explain his affiliation with Mr. Marble. Mr. Roger Michaud, President of the Lake Park Kiwanis Club, introduced himself and explained the Lake Park Kiwanis Club is a non-profit organization that serves the Lake Park community. He stated that the Lake Park Kiwanis Club affiliation with Mr. Marble was for fundraising efforts for this event.

Mayor DuBois clarified that this event was being heard by the Commission because of the request to waive parking, indoor pavilion, and rental fees.

Commissioner Rapoza asked why they are not going to use Kelsey Park instead. Recreation Manager Carroll explained that there would be an event the weekend before at Kelsey Park and Public Works would need more time to prepare the grounds for another event.

Motion: Commissioner O'Rourke moved to approve waiving the facility rental fees, parking meter fees, and fees associated with Park Avenue parking for the Lake Park Seafood and Music Festival; Vice-Mayor Glas-Castro 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	X		

Motion passed 5-0.

5. Resolution No. 36-10-14 Award Contract for Building Official, Inspections and Related Services.

Community Development Director DiTommaso explained the item (see attached Exhibit "C").

Vice-Mayor Glas-Castro asked if a dedicated staff member would be assigned to Lake Park. Michael Crisafulle of Hy-Byrd Incorporated stated that a staff member has not been identified at this time, but one would be assign to Lake Park.

Commissioner Rapoza asked what is the term of the contract. Town Manager Sugerman stated that it was a three-year contract with one three-year renewal.

Motion: Commissioner O'Rourke moved to approve Resolution 36-10-14; Commissioner Flaherty seconded the motion.

Commissioner Flaherty asked how customer service satisfaction would be measured. He stated that he would meet with the Town Manager to discuss customer service satisfaction.

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	X		

Motion passed 5-0.

6. Four Month Extension of Marina Landscape Maintenance Contracts with Chris Wayne & Associates, Inc.

Town Manager Sugerman explained the item.

Motion: Commissioner Rapoza moved to approve; 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	X		

Motion passed 5-0.

7. Resolution No. 37-10-14 Recognizing Florida City Government Week, October 19-25, 2014.

Town Manager Sugerman explained the item.

Motion: Commissioner Rapoza moved to approve Resolution 37-10-14; Vice-Mayor Glas-Castro 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	X		

Motion passed 5-0.

8. Resolution No. 38-10-14 Award of Marina Seawall Construction Inspection Service Contract (RFP 106-2014)

Public Works Director Dave Hunt explained the item (see Exhibit "D").

Mayor DuBois asked if the contractor had any experience with the chemical grouting that would be used.

Public Works Director Hunt explained that he does not have any personal knowledge that the contractor had experience with the chemical grouting. He explained that the inspection services aspect of this contract was important, as it would determine which areas needed remediation. He stated that staff looked through the bids for a contractor that had experience with geotechnical background.

Town Manager Sugerman explained that the subcontractor that the contractor would be using was the same subcontractor that the Town used during the demonstration projects earlier this year.

Mayor DuBois asked if the seawall panels and pillars do not extend to the complete design depth allowing the flow of material to be washed out; was there a plan for remediation. Public Works Director Hunt explained that yes the original contractor provided unit pricing based on the amount of product anticipated.

Mayor DuBois thanked Mr. Hunt and Mr. Pittman for getting the project to this point.

Motion: Commissioner O'Rourke moved to approve Resolution 38-10-14; 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	X		

Motion passed 5-0.

8a. Authorizing the Town Manager to sign a Purchase Requisition and to Accept a Proposal in the amount of \$4,377.50 to Alan Gerwig & Associates for Construction Phase Services Associated with the Installation of the Replacement Sidewalk at the Lake Park Harbor Marina.

Town Manager Sugerman explained this item (see Exhibit "E").

Commissioner O'Rourke asked if the two contracts could have been approved without Commission approval, since separately they are within the Town Manager's spending authority. Town Manager Sugerman explained that separately the two contracts are within his spending authority, but combined they equal a total of \$10,487. He explained that the Palm Beach County Inspector General's Office may question the fact that a total of \$10,487 was spent on the Alan Gerwig & Associates contracts although the Town Manager's spending authority was only \$10,000.

Motion: Commissioner Flaherty moved to approve; 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	X		

Motion passed 5-0.

9. Resolution No. 39-10-14 Award Disaster Debris Management and Support Services Contract to Thompson Consulting Services, LLC based Upon their Agreement with the Solid Waste Authority of Palm Beach County.

Public Works Director Hunt explained the item (see exhibit "F").

Commissioner Rapoza asked about how long the Federal Emergency Management Agency (FEMA) would take to reimburse the Town, if a company like Thompson were used. Public Works Director Hunt stated that reimbursement would take quite some time. He stated that it was important that the Town maintain funds available for such emergencies as payment to contractors are typically invoiced within 30 days.

Motion: Commissioner Rapoza moved to approve Resolution 39-10-14; 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	X		

Motion passed 5-0.

10. Resolution No. 40-10-14 Award Hurricane Disaster Debris Removal, Reduction and Disposal Agreement to Bergeron Emergency Services, Inc. based Upon their Agreement with the Solid Waste Authority of Palm Beach County.

Public Works Director Hunt explained the item (see exhibit "G").

Vice-Mayor Glas-Castro asked if the other two contractors (that we currently have contract with) are located in another state. Public Works Director Hunt stated that Phillips & Jordan's corporate office is located in North Carolina, and Crowder Gulf's corporate office is located in Alabama. Town Manager Sugerman stated that each of these contractors also have local offices in Florida.

Commissioner Rapoza asked if these companies would be able to clear hazardous material. Public Works Director Hunt stated yes, they are capable of removing hazardous material. He explained the difference between the contracts between Thompson and Bergeron. The Thompson contract is for hauling material. The Bergeron contract is for monitoring the hauling of material for reimbursement purposes.

Motion: Commissioner O'Rourke moved to approve Resolution 40-10-14; 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	X		

Motion passed 5-0.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird had no comments.

Town Manager Sugerman stated that since the Marina would be under construction on the last Friday of October, the Sunset Celebration would be relocated and renamed. The Fall Fest at Sunset would take place on the last Friday of October (October 31st) at Lake Shore Park from 6:00 p.m. until 9:00 p.m., as a family fun Halloween alternative. Trick or Treating would be from 6:00 p.m. to 7:00 p.m. and everyone was encourage to attend in a non-scary costumes. He explained that Town Hall would be closed on Friday, October 17th due to termite tenting. Community Development would not be able to issue any building permits and the Finance Department would not be available to receive payments. He explained that the Town Hall staff would be working out of the Schulyer Room at the Library. He also reminded the Commission that they requested, during the budget process, their desire to conduct legislative priorities workshops.

The Commission came to a consensus to conduct the legislative workshops on the same dates as the regular Commission meeting nights during the month of November.

Commissioner O'Rourke had no comments.

Commissioner Rapoza stated that at the last meeting, she asked why the Palm Beach Post had referred to Lake Shore Park as Kelsey East and staff did not know. She stated that she spoke with the editor at the Palm Beach Post and they stated that they would correct the name of Lake Shore Park in the paper. She stated that the editor explained that as a municipality the Town would not be charged to advertise any Town sponsored events. She stated that the editors email address is crose@pbp.com

Mayor DuBois stated that he would contact Mr. Trepp, event coordinator of the Chili Cook-off to notify him of advertising in the Palm Beach Post neighborhood section.

Commissioner Flaherty wished everyone a safe Halloween.

Vice-Mayor Glas-Castro stated that she received an email from the Library Director regarding the Read for the Record event, which was scheduled on Tuesday, October 21st.

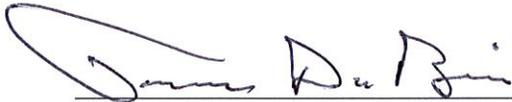
In the flyer, she was listed as one of the participants, but no one has confirmed her availability.

Town Manager Sugerman stated that he would have the Library Director's supervisor follow up and clear up all the confusion.

Mayor DuBois stated that at the Palm Beach County Board of County Commissioner meeting last week the Board asked their staff to begin the process of joining the South Florida Regional Council therefore no longer participating as a member of the Treasure Coast Planning Council. He stated that it came as a surprise to him since Palm Beach County has been a member of the Treasure Coast Planning Council since 1976. He stated that the Community Watch had a great meeting last week where the Smart Water program was explained and some samples were distributed.

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 8:17 p.m.



Mayor James DuBois



Town Clerk, Vivian Mendez, CMC



FLORIDA
Approved on this 5 of November, 2014



Town of Lake Park Town Commission

Exhibit "A"

Agenda Request Form

Meeting Date: October 15, 2014

Agenda Item No.

Agenda Title: Repealing Chapter 2, Article I, Section 2-4 of the Town Code Entitled Provisions for Processing Public Records Request

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

Approved by Town Manager

[Signature]

Date:

10/1/14

Vivian Mendez - Town Clerk

Name/Title

<p>Originating Department:</p> <p style="text-align: center;">Town Clerk</p>	<p>Costs: \$ 0.00</p> <p>Funding Source:</p> <p>Acct. #</p> <p><input type="checkbox"/> Finance _____</p>	<p>Attachments:</p> <p>Ordinance</p>
<p>Advertised:</p> <p>Date: _____</p> <p>Paper: _____</p> <p><input checked="" type="checkbox"/> Not Required</p>	<p>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.</p>	<p>Yes I have notified everyone _____</p> <p>OR</p> <p>Not applicable in this case <i>V.M.</i></p> <p>Please initial one.</p>

Summary Explanation/Background: Florida State Statute Chapter 119 known as the "Public Records Act" provides a public right of access to any public record which is made or received in connection with communicating the official business of any public agency. The Legislature seems to change the Public Records Act quite often causing the Town Code to easily become outdated. In order to keep current, staff is recommending repealing the current but outdated section of the Town Code.

Staff has reviewed Town Code chapter 2, article I, section 2-4, which is in conflict with F.S.S. 119. Staff will be recommending the adoption of a resolution, which will follow current Florida State Statute on the Public Records Act. Staff is recommending repealing this section of the Town Code and adopting the proposed ordinance to avoid a conflict with state law.

Recommended Motion: I move to adopt Ordinance 13-2014 on first reading.



Town of Lake Park Town Commission

Exhibit "B"

Agenda Request Form

Meeting Date: October 15, 2014

Agenda Item No.

Agenda Title: A REQUEST FROM THE EVENT ORGANIZERS OF THE LAKE PARK SEAFOOD AND MUSIC FESTIVAL TO WAIVE THE FACILITY RENTAL(S) AND PARKING METER FEES.

- Special Presentation/Reports, Board Appointment, Public Hearing - Ordinance on 1st Reading, New Business, Other, Consent Agenda, Old Business.

Approved by Town Manager [Signature] Date: 10/11/14

Nadia Di Tommaso / Community Development Director [Signature]

Table with 3 columns: Originating Department (Community Development), Costs (\$0), Attachments (Copy of Special Event Application), Advertised (N/A), and notification requirements.

Summary Explanation/Background:

A special event permit application was submitted by Larry Marble and the Lake Park & Jupiter Kiwanis on September 22, 2014 to the Community Development Department. The permit application is proposing a Lake Park Seafood & Music Festival event to be held in Lake Shore Park on Saturday, November 22, 2014 and Sunday, November 23, 2014 from 10:00am - 9:00pm each day.

As an added note, it is important to recognize that this event is proposing live entertainment throughout both days, with a main country band performance from 6pm-9pm on Sunday evening. While the Code exempts public performances being conducted in conjunction with a special event permit under Section 10-161(2) from meeting the noise levels in the noise ordinance, it is important to recognize that above-normal noise levels will project from the park area on both event days.

<u>REQUESTED CATEGORY</u>	<u>VALUE</u> <i>(monetary or other)</i>	<u>APPLICANT REQUEST</u>	<u>NOTES</u>
Parking Meters (Tennis Court Lot; Lake Shore Lot; Greenbriar Drive; Foresteria Drive)	<i>(potential value)</i> \$114 per hour (over \$2,508 at full capacity for two days @ 22 total hours).	WAIVE ALL FEES	<u>Operating Hours:</u> 6am - 8pm (event proposed from 10am-9pm each day) <u>Meter Cost: \$1 per hour</u> <u>Total # of Meters: 114</u> Greenbriar Drive (30); Foresteria Drive (19); Lakeshore Lot (42); Tennis Court Lot (23)
Indoor Pavilion Facility Rental	\$763.20 rental fee; \$60 staffing fee; \$400 refundable deposit (\$200 per day)	WAIVE RENTAL, STAFFING AND DEPOSIT FEES	The Pavilion will not be open to the public and is proposed to be used by the event organizers for coordination/setup/storage purposes only on Saturday 11/22/14 and Sunday 11/23/14 from 9am-9pm each day at \$30 per hour for a total facility rental rate of \$720 plus tax = \$763.20. A staff member will only be required to open, close and perform a final inspection of the facility therefore, a 2-hour staffing fee is also assessed by the Parks & Recreation Department, for a total staffing fee of \$60. Finally, the Indoor Pavilion is also assessed a \$200, per day, refundable deposit, for a total of \$400 for the two days.
Lake Shore Park Rental	\$848.00 rental fee; \$1,000 refundable deposit (\$500 per day)	WAIVE RENTAL FEE Applicant is NOT requesting a waiver from the refundable deposit fee and intends on paying it.	11/22/14 and 11/23/14 from 9am-9pm
<p><u>TOTAL:</u></p> <p>Potential Revenue Loss (assuming parking meters are utilized at full capacity) = Facility Rentals: \$1,611.20 Parking Meters: \$2,508</p> <p>Additional Requested Waivers = Indoor Pavilion Refundable Deposit: \$400 Indoor Pavilion Staffing Fee: \$60</p>			



Exhibit "C"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 15, 2014

Agenda Item No.

Agenda Title: AWARD CONTRACT FOR BUILDING OFFICIAL, INSPECTIONS AND RELATED SERVICES.

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

Approved by Town Manager  Date: 10/6/14

Nadia Di Tommaso / Community Development Director
Name/Title 

<p>Originating Department: Community Development</p>	<p>Costs: \$ Legal Ad Funding Source: Town Clerk Acct: #106-48100 <input type="checkbox"/> Finance</p>	<p>Attachments: 26-10 → Resolution __-2014 → Public Notice – Request for Proposals (RFP) → Proposal Score Table → Contract → Permit Fee Schedule Cost-Sharing details → Calvin, Giordano & Associates, Inc. submittal (available in the Dropbox) → HyByrd, Inc. submittal (available in the Dropbox) → M.T. Causley, Inc. submittal (available in the Dropbox)</p>
<p>Advertised: Date: 08-28-2014 Paper: Palm Beach Post <input type="checkbox"/> Not Required</p>	<p>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.</p>	<p>Yes I have notified everyone ND (through the Town Clerk's Office and pursuant to the purchasing guidelines) OR Not applicable in this case __ Please initial one.</p>

Summary Explanation/Background:

Staff is requesting that the Town Commission award the Building Official, Inspections and Related Services contract to HyByrd, Incorporated with a monthly compensation equal to seventy-five percent (75%) of the building permit, inspections and related fees generated by the Community Development Department. Over the past two fiscal years, these services have averaged

approximately \$110,000. Therefore, by example, a 75% compensation percentage would be equal to \$82,500 annually/\$6,875 monthly. If additional hourly services, not associated with building permits, are requested either by the Town for a Town project, or by a property owner for a project on private property, these services would be compensated on an hourly basis pursuant to the hourly rates of the enclosed contract. The term of the contract will commence on November 1, 2014 and run for two years, with one, two-year renewal option.

The Town has historically contracted for Building Official, Inspections and Related Services. For the past twelve years, the Town has contracted with HyByrd, Incorporated with the latest contract running through October 30, 2014. In order to keep the services competitive, the Town solicited proposals through a Request for Proposal (RFP) process. The RFP required the following:

1. A list of five (5) client/customer references providing the client/customer name, address, project representative and telephone number for clients served within the past three (3) years of which at least three (3) must be governmental entities. Include a brief description of the services performed for each client/customer for whom the proposer has provided similar services as set forth in the proposer's proposal documents, and which is verified by the Town.
2. List of equipment and facilities available to do the work.
3. Evidence of valid state, county and local licenses and receipts (as applicable) proving authority to conduct business in the jurisdiction of the work (even if a transfer of licenses to the State/jurisdiction is required).
4. List of experience and personnel requirements.
 - Building Official, with a minimum of 10 (ten) years experience in the construction industry, who is responsible for ensuring compliance with the Florida Building Code; federal, state and local ordinances; and statutes regarding health, safety and welfare; and Federal Emergency Management Contractor requirements.
 - Plans examiner, with a minimum 5 (five) years experience in the construction industry, who will enforce the current Florida Building Code and Town of Lake Park Code of Ordinances, specifically including the Zoning Code regulations in working with Community Development staff.
 - Building inspector(s), with a minimum 5 (five) years experience in the construction industry, who shall have knowledge of, and comply with, the laws and regulations relating to the enforcement of the current Florida Building Code and the Ordinances of the Town.
 - Qualified individuals to perform the additional service tasks as listed
5. A proposed organizational chart (or other) identifying professionals to provide building official, plan review, building inspection and related services for the Town and their area of responsibilities and certifications.

The RFP also detailed that the selected firm would be expected to adhere to the following performance standards:

1. Responses to public inquiries (within one business day or scheduled appointment during on-site office hours).
2. Plan review (within three calendar days, unless the nature of the permit requires more extensive review/research)
3. Inspections (all inspections to be scheduled on the next business day for requests made prior to 4:00 p.m. the prior day).
4. Under normal circumstances, all inspections shall be conducted within the normal business hours of 8:30am to 5:00pm, Monday through Friday, and inspection results made available by 10:00am the following business day.
5. Proposer shall provide a Building Official and/or Building Inspector on-site at Town Hall for a minimum of one (1) hour, five (5) days each week and be available by telephone or on-call for emergency situations at all other times during regular business hours.
6. Inspector(s), the plans examiner and Building Official shall maintain appropriate licensure in accordance with Florida State Statutes.
7. Workloads for the inspector(s) and plans examiner will vary based on need; and it is expected that inspections performed will also take place during inclement weather, unless natural disaster or unsafe conditions require suspension of such activities by the Town.
8. Efficient and courteous customer service standards are an integral part of public interaction. Requests for information and service shall receive a timely reply. The following standards shall be adhered to or exceeded whenever possible. Responses to customer inquiries will be provided within one (1) business day of receipt. Customer appointments shall be promptly attended as per pre-scheduled times.
9. All personnel performing services shall be able to understand, converse and write the English language and must be legally able to work in the United States.
10. The proposer shall work with the Town to continuously upgrade a program of disseminating information to keep contractors and members of the public aware of any and all code changes, and the logic underlying the changes.
11. Employees of the proposer shall maintain all necessary licensure and certifications required to perform under the contract.
12. All sketches, tracings, drawing, computation details, designs, calculations, records from inspections, work papers and other documents and plans that result from the proposer providing services shall be the property of the Town.

13. The proposer shall coordinate activities with the Florida Building Commission as needed.
14. The proposer shall coordinate activities with the Palm Beach County Fire Department Staff as needed.
15. The Town prefers that the Firm review and maintain all records required by the Federal Emergency Management Agency (FEMA) in association with the processing of building permits in the format required by FEMA.
16. The Town prefers that the proposer maintain the necessary education/certification and data to ensure an acceptable ISO (Insurance Service Office) rating.

A total of three submittals were received by the bid opening of Thursday, September 18 at 3:00pm: Calvin, Giordano, & Associates, Inc.; HyByrd, Inc.; and M.T. Causley, Inc. All submittals were responsive. A scoring of each proposal was performed and the results of the scoring is illustrated on the enclosed score table. The scoring was evaluated based on the evidence of qualifications and experience of the firm; references provided; location considerations; and contract price (cost-sharing and hourly). The scoring is based on a 100 point scale. The higher the number, the better the rank.

HyByrd, Inc. scored the highest, M.T. Causley, Inc. placed second, and Calvin, Giordano & Associates, Inc. scored third. When one looks closer into what made up the scoring, one finds that HyByrd's hourly rates for additional services average \$60/hour, while M.T. Causley's hourly rates for additional services average \$80/hour. HyByrd's rates would provide some cost savings to the town for town projects, and to property owners for projects on private property. While M.T. Causley's proposal includes a 70(firm)/30(town) cost-sharing split, and HyByrd's includes a 75(firm)/25(town) split, HyByrd is located in Palm Beach County with a proposal that clearly describes the various Building Officials; Building Inspectors; and Plan Reviewers on staff and their respective years of experience, along with copies of their licenses. M.T. Causley's proposal includes notations evidencing that the RFP personnel requirements will be met, but a breakdown of the firm's personnel and their respective licenses was not provided.

It is important to note that HyByrd's public crimes form was submitted and signed however, the statement box was not checked. This does not represent a substantive deficiency and will be rectified upon contract award. The Town's required insurance limits are also required upon contract award.

Staff recommends that the Building Official, Inspections and Related Services contract be awarded to HyByrd, Incorporated for a two-year term commencing November 1, 2014, with a 75(firm)/25(town) cost-sharing compensation and hourly services compensated at the contract rates.

Recommended Motion: I move to authorize the Mayor to sign the contract with HyByrd, Inc. for Building Official, Inspections and Related Services, as detailed in the enclosed contract.



Town of Lake Park Town Commission

Agenda Request Form

Exhibit "D"

Meeting Date: October 15, 2014

Agenda Item No. _____

Agenda Title: Award of Marina Seawall Construction Inspection Services Contract (RFP No. 106-2014) to GFA International, Inc.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON _____ READING
- NEW BUSINESS**
- OTHER: _____

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager Dale S. Sijun Date: 10/10/14

David Hunt
David Hunt / Public Works Director

<p>Originating Department:</p> <p style="text-align: center;">Public Works</p>	<p>Costs:</p> <p>Contract: \$43,185.00</p> <p>Contingency: \$ 8,637.00</p> <p>Total: <u>\$51,822.00</u></p> <p>Funding Source: Marina Fund</p> <p>Acct. #: 800-46060</p> <p>[X] Finance <u>ASB/BKR</u></p>	<p>Attachments:</p> <p>I) Public Notice, Invitation to Bid</p> <p>II) Bid Tabulation</p> <p>III) GFA International, Inc. Proposal Submittal</p> <p>IV) Submitted Schedule of Bid Items:</p> <ul style="list-style-type: none"> - Ardaman & Associates - Calvin, Giordano & Associates - HCR (Handex Consulting & Remediation, LLC) - Nova Engineering and Environmental - Universal Engineering Sciences <p>V) Bid Document w/ Drawings</p> <p>VI) Addendum 1</p> <p>VII) Resolution</p>
<p>Advertised:</p> <p>Date: <u>September 14, 2014</u></p> <p>Paper: <u>Palm Beach Post</u></p> <p><input type="checkbox"/> Not Required</p>	<p>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.</p>	<p>Yes I have notified everyone _____</p> <p>or</p> <p>Not applicable in this case <u>ASB</u></p> <p>Please initial one.</p>

Summary Explanation/Background:

The contract work for the remediation of the Lake Park Harbor Marina seawall and walkways is scheduled to begin in the latter part of October. In order to ensure that the contractor performs to the engineered plans and specifications, the Town must employ a professional inspection services firm to serve as an independent third party to protect the Town's interests.

The inspection services firm will have personnel present while work is underway on the key geotechnical and structural elements of the remediation project. A professional engineer will review the daily inspection reports and submit weekly progress reports to the Town and to the building official. At the completion of the project, the firm shall submit a certificate of compliance to the building official, stating that the work was completed in accordance with the permitted drawings.

Town staff prepared and advertised a request for proposals (RFP No. 106-2014) for these professional construction inspection services. The RFP estimated the amount of time that would be spent in the field inspecting the contractor's work. These time estimates are subject to change depending upon the conditions encountered by the contractor. During the bid process an addendum was issued that deleted or reduced some of the requested inspection services. The addendum also added the task of having a professional engineer certify that the job was done in accordance with the permitted drawings. With the approval of this request, the Town will have one contract, with one inspection firm, to monitor the construction work through all six phases without delaying the contractor.

Six firms responded to the RFP and three were considered responsive based upon their complete submittal. The three firms deemed non-responsive did not submit bid bonds per the RFP requirements.

GFA International, Inc. submitted the lowest estimated cost of the three responsible, responsive firms. Their submittal was reviewed for completeness and for their referenced ability to perform the work responsibly. Staff recommends awarding the Marina Seawall Construction Inspection Services Contract (RFP No. 106-2014) to GFA International Inc. in the amount of \$43,185.00.

Due to the engineer's inability to view all the subterranean conditions while preparing the project documents, a number of assumptions had to be made. These unknown conditions will affect the time estimates given for inspection services in the RFP. To allow for extra time to monitor the contractor's activities due to unforeseen conditions, it is advisable to have a twenty percent contingency available for this contract in the amount of \$8,637.00.

Recommended Motion: I move to adopt Resolution No. 38-10-14 and to establish a contingency of \$8,637.00.

1)

**TOWN OF LAKE PARK
REQUEST FOR PROPOSAL
PROFESSIONAL CONSTRUCTION
INSPECTION SERVICES
RFP No. 106-2014**

The Town of Lake Park is soliciting proposals from qualified PROFESSIONAL CONSTRUCTION INSPECTION FIRMS for services associated with the Lake Park Harbor Marina seawall remediation project. The selected firm must have a strong background in geotechnical analysis, along with the capability to monitor and report on contractor activities during soil remediation by chemical injection, soil backfill and compaction, concrete and asphalt placement, and concrete coring.

The project has a 120 day completion deadline and is broken into six phases with four specific inspection tasks to be completed in each phase. It is estimated that the quality control inspector will be required to spend, on average, approximately 26 hours per week on site for the duration of the project. The hours will be determined by the general contractor's schedule. The daily field reports generated by the inspector shall be reviewed and certified by a professional engineer.

Sealed bids will be received by the Town Clerk until 11:00 A.M. on Wednesday, October 8, 2014 at which time the bids will be publicly opened and read aloud in the Town Hall Commission Chambers. Responses received after that time will be returned unopened.

Submit one (1) unbound, marked original and two (2) bound copies with one (1) CD or flash drive of the submitted bid.

All Bids should be submitted in a sealed manila envelope and be delivered or mailed to:

Town of Lake Park
Attn: Town Clerk
535 Park Avenue
Lake Park, Florida 33403

Envelope must be identified as RFP No. 106-2014, PROFESSIONAL CONSTRUCTION INSPECTION SERVICES

Bid Documents will be available Wednesday, September 17, 2014. Bid documents may be obtained at the address above, or by calling the Office of the Town Clerk, 561.881.3311, 8:30 a.m. - 5:00 p.m., Monday thru Friday. There will be no charge for each bid set (only one set per company). Bid documents will not be issued after the mandatory pre-bid conference on September 30, 2014.

A mandatory pre-bid conference will be held at 11:00 A.M. on Tuesday, September 30, 2014 in the Town Hall Commission Chambers, 535 Park Avenue, Lake Park, FL 33403. Questions regarding this solicitation must be received in writing via fax (561.881.3349) or email to dhunt@lakeparkflorida.gov. No questions received after October 2, 2014 at 3:00 P.M. will be addressed via addendum.

The Town reserves the right to accept or reject any and all bids (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the bid(s) which in its judgment will be in the best interest of and most advantageous to the Town.

Vivian Mendez, CMC, Town Clerk
Town of Lake Park, Florida
PUB: The Palm Beach Post
9-14/2014 300386

**TOWN OF LAKE PARK
PROFESSIONAL CONSTRUCTION INSPECTION SERVICES
RFP No. 106-2014
BID TABULATION**

RESPONDING VENDORS:			RESPONSE:				NON-RESPONSIVE:								
ITEM NO.	DESCRIPTION	QUANT. (EST.)	UNIT	UNIT COST	ESTIMATED COST										
1.	Indemnification	1	Job	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00				
2.	Bid Bond	1	Job	5%	[2,160.00]	5%	[2,925.00]	N/R	\$100.00	N/R	N/R				
3.	Mobilization & Registration w/ Town	1	L.S.	200.00	200.00	1,000.00	1,000.00	0	0.00	0	100.00				
4.	Eng. Technician Field Inspection Services	549	Hours	65.00	35,685.00	72.00	39,528.00	105.00	57,645.00	35.00	27,450.00				
5.	Travel Time (Round Trip)	64	Rnd. Trips	20.00	1,280.00	144.00	9,216.00	105.00	6,720.00	50.00	1,600.00				
6.	Travel Time (Call back)	16	One Way	10.00	160.00	72.00	1,152.00	105.00	6,720.00	25.00	240.00				
7.	Professional Engineer Field Report Review	16	One / Week	220.00	3,520.00	115.00	1,840.00	175.00	2,800.00	110.00	1,840.00				
8.	Professional Engineer (As needed)	16	Hours	110.00	1,760.00	115.00	1,840.00	175.00	2,800.00	110.00	1,760.00				
9.	Misc. Clerical Services	16	Hours	30.00	480.00	52.00	832.00	50.00	800.00	35.00	560.00				
10.	Signed and Sealed Certificate of Compliance	1	Job	0	00.0	3,000.00	3,000.00	350.00	350.00	250.00	250.00				
TOTAL ITEMS 1 THRU 10 (less No. 2)					\$43,185.00		\$58,508.00		\$77,935.00		\$27,245.00		\$33,980.00		\$42,865.00

Three of the six respondents submitted complete bid packets. Staff shall recommend to the Town Commission to award the inspection services contract (Town RFP No. 106-2014) to the lowest responsive and responsible Bidder, GFA International, Inc., based on their base bid submittal of \$43,185.00.

TOWN OF LAKE PARK
LAKE PARK HARBOR MARINA

**PROFESSIONAL CONSTRUCTION INSPECTION SERVICES
BID OPENING
OCTOBER 8, 2014
11:00AM**

(Firms listed attended mandatory pre-bid mtg. on 9/30/14) Name of Firm Submitting	Bid Bond	Addendum No. 7	Proof of Insurance	Signed Bid Form	Schedule of Bid Items (10)	Total Job Est. Cost
AMEC Envir. & Infrastr						
Ardaman & Assoc		X	X	X	X	\$45,015.00
Buchart Horn. Inc.						
Calvin, Giordano & Assoc	X	X	X	X	X	\$77,835.00
GFA Int'l	X	X	X	X	X	\$43,185.00 Bid Bond: \$2,150.00
HGR (Handex Consult)	X	X	X	X	X	\$61,433.00
Nova Eng.		X			X	\$28,607.25
PSI Inc.						
Testing Lab of the PB's						
Universal Eng. Sciences		X	X	X	X	\$33,980.00



Town of Lake Park Town Commission

Agenda Request Form

Exhibit "E"

Meeting Date: October 15, 2014

Agenda Item No. 8A

Agenda Title: AUTHORIZING THE TOWN MANAGER TO SIGN A PURCHASE REQUISITION AND TO ACCEPT A PROPOSAL IN THE AMOUNT OF \$4,377.50 TO ALAN GERWIG & ASSOCIATES FOR CONSTRUCTION PHASE SERVICES ASSOCIATED WITH THE INSTALLATION OF THE REPLACEMENT SIDEWALK AT THE LAKE PARK HARBOR MARINA

- Special Presentation/Reports, Board Appointment, Public Hearing Ordinance on Reading, New Business, Other, Consent Agenda, Old Business.

Approved by Town Manager [Signature] Date: 10/13/14

Dale S. Sugeran, Ph.D., Town Manager Name/Title

Table with 3 columns: Originating Department (TOWN MANAGER), Costs (\$4,377.50), Attachments (Requisition to Purchase Letter of Engagement), Advertised, and notification details.

Summary Explanation/Background:

We are about to get the actual seawall and sidewalk remediation work underway at the Lake Park Harbor Marina. A contract in the amount of \$6,110.00 for the design of the replacement sidewalk was already approved with Alan Gerwig & Associates, Inc. The design has been completed and a general contractor has been awarded a contract to install the new sidewalk.

Alan Gerwig & Associates, Inc. has proposed to do the construction inspection for \$4,377.50. This amount is within the spending authority of the Town Manager. However, when one puts the cost of the original design of the sidewalk together with the cost of the inspection of the construction, that total comes to \$10,487.50, which exceeds the Town Manager's spending authority by \$487.50.

While it would have been possible for the Town Manager to sign the enclosed, full disclosure to the Town Commission about his spending authority being capped at \$10,000.00 is very important and this is frankly an issue about transparency.

This item is being "walked on" to the Commission agenda because the proposal for inspection services was received after the Commission packet for the meeting of October 15th was already distributed. If it was not "walked on" it would have had to wait for the November 5th Commission agenda to be properly scheduled and actually placed on an agenda. Staff did not want to lose the three weeks between this Commission meeting and the November 5th Commission meeting for a lack of authority over the spending of \$487.50 above the Town Manager's authority.

Recommended Motion: I move to authorize the Town Manager to sign the Requisition to Purchase and to accept the proposal from Alan Gerwig & Associates, Inc. in the amount of \$4,377.50 for sidewalk inspection services associated with the Lake Park Harbor Marina remediation project.

TOWN OF LAKE PARK, FLORIDA
REQUISITION TO PURCHASE
 (NOT A PURCHASE ORDER)

Vendor # _____

Purchase Order # _____

Vendor: Alan Gerwig & Associates, Inc.

Purchase Order Date: _____

12798 W. Forest Hill Blvd. Suite 204

Requisition No. _____

Wellington, Fl. 33414

Date: Oct. 7, 2014

Deliver To: Lake Park Harbor Marina

Required Delivery Date: _____

QUANTITY	UNIT DESCRIPTION	UNIT PRICE	AMOUNT	ACCT. NO.
1	Post design (construction phase) services associated with the structural concrete walkway construction at the Lake Park Harbor Marina. Services on hourly basis per proposal P14-003 dated Oct. 06, 2014.	Hourly	\$4,177.50	800-46060
1	Reimbursable Expense	Estimated	\$ 200.00	
TOTAL			\$4,377.50	

Reason for Purchase: Shop drawing and inspection services needed during the structural concrete walkway construction at the Lake Park Harbor Marina.

BUDGET CONTROL	
Balance Available	\$
Amount this Request	\$
Remaining Balance	\$

Approved [Signature] 10/7/14
 (Department Head)
[Signature] 10/7/2014
 (Finance Department)

 (Town Manager)

12798 W. Forest Hill Boulevard
Suite 204
Wellington, FL 33414
Phone: (561) 792-9000
Fax: (561) 792-9901
CA No. 7969

Alan Gerwig & Associates, Inc.
Consulting Engineers



October 6, 2014

RECEIVED

Town of Lake Park
535 Park Ave.
Lake Park, FL 33403

OCT 8 2014

Town Of Lake Park
Office Of Town Manager

Attn: Dale Sugerman, Ph.D., Town Manager

RE: Lake Park Marina Seawall Slab Design
Proposal No.: P14-003

Dear Mr. Sugerman:

Please find a scope and hourly fee for post design services of a structural slab on grade sidewalk located at the City Marina as design and permitted by AGA. The construction period will run from October through January with concrete placement of the slab-on-grade being in the October/November time frame. The hourly fee is estimated based on the slab being cast in two pours. The post design services to be included are as follows:

Scope:

1. Review reinforcing steel shop drawings, joint material submittals, and review of concrete design mixes.
2. Perform onsite construction observation to include form board inspections, reinforcement placement including ties and supports.
3. Provide written observations reports of each site visit and a final project closeout letter at project completion.

Design Fees:

The post design services will be provided on an hourly basis is estimated to be **\$4,177.50**
The billing will be in accordance with the hourly rate schedule.

Reimbursable Expenses:

Expenses incurred by the Consultant directly related to this project are estimated to be \$200.00

PP

Additional Services:

Any professional services required by the Client not specifically included above will be deemed Additional Services. Once an Additional Services Request is identified, an Amendment to this Agreement will be submitted outlining scope of work, design fees, and schedule impact and will be presented in writing for approval prior to work commencing. Hourly services performed are charged in accordance to the following 2012 Hourly Rate Schedule.

Project Engineer	\$145.00
Engineer II	\$105.00
CADD Technician	\$80.00
Administrative	\$60.00

These rates are subject to change on an annual basis. The Client will be informed of any changes prior to work being performed by the Consultant at the new rates.

Not Included in this Agreement:

The following services are not included in this agreement:

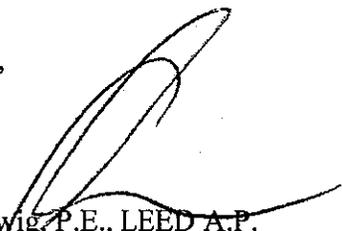
- Preparation of "As Built" or Record Drawings

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard General Conditions. The term "the Consultant" shall refer to Alan Gerwig & Associates, Inc., and the term "the Client" shall refer to Town of Lake Park.

If you are in agreement and wish to direct us to proceed with the services, please sign and initial all pages in the spaces provided. Please return both originals for Alan Gerwig & Associates' execution and an original will be mailed to you for your file.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,



Alan Gerwig, P.E., LEED A.P.
President

Agreed to this ___ day of _____, 2014

Agreed to this ___ day of _____, 2014

Alan L. Gerwig, P.E., President

Dale Sugerman, Ph.D., Town Manager



ALAN GERWIG & ASSOCIATES, INC. STANDARD GENERAL CONDITIONS

1. **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:
 - a. Assist the Consultant by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.
 - b. Furnish to the Consultant, as required for performance of the Consultant's Services (except to the extent provided otherwise in the "Scope of Services"), data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data or consultations; all of which Consultant may use and rely upon in performing services under this Agreement.
 - c. Provide Consultant surveys to establish reference points for construction (except to the extent provided otherwise in "Scope of Services").
 - d. Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.
 - e. Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 - f. Furnish to the Consultant data or estimates as to the Client's anticipated costs for services to be provided by others as required for the Consultant to support opinions of probable total Project costs.
 - g. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.
 - h. Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect or nonconformance in any aspect of the Project.
 - i. Bear all costs incident to the responsibilities of the Client.

2. **Period of Services.** This Agreement has been made in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Services. The Consultant shall begin work in a timely manner after receipt of a fully executed copy of this Agreement and will complete the Services described in "Scope of Services" within a reasonable length of time. The times for performance shall be extended as necessary for periods of delay or suspension resulting from circumstances the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively) for reasons beyond the Consultant's control, the rates of compensation provided for in this Agreement shall be renegotiated.

3. **Compensation for Services.**
 - a. The Consultant's compensation shall be as stated herein, unless otherwise provided in "Scope of Services". The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local

mileage, telephone calls, facsimiles, word processing, and postage. Other direct expenses will be billed at 1.15 times cost.

- b. If the Consultant's compensation is on an hourly basis, the parties may have estimated in Exhibit A costs and expenses for the various portions of the Scope of Services. Services undertaken or expenses incurred by the Consultant exceeding any estimates shall be the liability of the Client.
- c. The Client shall also be invoiced for and shall pay to the Consultant all taxes, if any, whether state, local, or federal levied with respect to amounts paid hereunder.

4. **Method of Payment.**

- a. Invoices will be submitted by the Consultant to the Client periodically for services performed and expenses incurred. Client is also responsible for payment of any taxes, including sales tax. When the Consultant's compensation is on a lump sum fee basis, the invoices will be based upon the portion of total Services performed at the time of billing. If the Consultant's compensation is on an hourly basis, the invoices shall be based on time expended in providing the Services. Payment of each such invoice will be due within 25 days of receipt. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services under this Agreement until it has been paid in full all amounts due.
- b. If the Client objects to any charge on an invoice submitted by the Consultant, the Client shall so advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or all such objections shall be waived, and the amount stated in the invoice shall be conclusively deemed due and owing.
- c. The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

5. **Use of Documents.** All documents, including but not limited to drawings, specifications and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

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6. **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

7. **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any material change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant will be paid for all services performed to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is determined on an hourly basis, the amount payable to the Consultant shall be based on the time spent and expenses incurred on the Project to the effective date of termination. If the Consultant's compensation is a lump sum, the amount payable to the Consultant will be a proportional amount of the total fee based on a ratio of the services done, as reasonably determined by the Consultant, to the total services which were to have been performed.

8. **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

9. **Standard of Care.** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein of its performance of services, and it is agreed that the Consultant is not a fiduciary of the Client.

10. **Limitation of Liability.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and sub consultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors,

RP

employees, agents, and sub-consultants shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for lost profits or consequential damages, for extra costs or other consequences due to changed conditions or for costs related to the failure of contractors to perform work in accordance with the plans and specifications.

11. **Certifications.** The Consultant shall not be required to execute any certifications or other documents that might increase the Consultant's risk or affect the availability or cost of its insurance.

12. **Dispute Resolution.** All claims by the Client arising out of this Agreement shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

13. **Construction Phase Services.**
 - a. If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
 - b. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insured's under the contractor's general liability insurance policy.

14. **Hazardous Substances.**
 - a. Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.
 - b. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in Exhibit A of which the Consultant actually becomes aware. Upon such notice by the Consultant,

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the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Consultant is to proceed with the services and if Consultant is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.

- c. Except to the extent of negligence, if any, on the part of the Consultant in performing services expressly undertaken in connection with hazardous substances and conditions, the Client agrees to hold harmless, indemnify, and defend the Consultant from and against any and all claims, losses, damages, liability, and costs in any way arising out or connected with the presence, discharge, release, or escape of hazardous substances or conditions of any kind, or environmental liability of any nature, in any manner related to services of the Consultant.

15. **Assignment and Subcontracting.** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. The Client shall not assign, sublet or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with sub-consultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are proved by in-house employees, contract employees, or independent sub-consultants.

16. **Confidentiality.** The Client consents to the Consultant's use and dissemination of photographs of the Project and to its use of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

END OF AGREEMENT FOR SERVICES

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Town of Lake Park Town Commission

Agenda Request Form

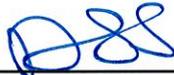
Exhibit "F"

Meeting Date: October 15, 2014

Agenda Item No. 9

Agenda Title: Award Disaster Debris Management and Support Services Contract to Thompson Consulting Services, LLC Based Upon Their Agreement with the Solid Waste Authority of Palm Beach County

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

Approved by Town Manager  Date: 9/30/14


David Hunt / Public Works Director

<p>Originating Department:</p> <p>Public Works</p>	<p>Costs:</p> <p>Funding Source: N/A</p> <p>Acct. #: N/A</p> <p><input type="checkbox"/> Finance _____</p>	<p>Attachments:</p> <ul style="list-style-type: none"> - End User Professional Services Agreement Between Lake Park and Thompson Consulting Services, LLC - Agreement for Disaster Debris Management and Support Services Between Solid Waste Authority of Palm Beach County and Thompson Consulting Services, LLC (Agreement No. 14-244) - Resolution No. <u>39-10-14</u>
<p>Advertised:</p> <p>Date: _____</p> <p>Paper: _____</p> <p><input checked="" type="checkbox"/> Not Required</p>	<p>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.</p>	<p>Yes I have notified everyone _____</p> <p>or</p> <p>Not applicable in this case <u></u></p> <p>Please initial one.</p>

Summary Explanation/Background:

After a declared emergency, FEMA will reimburse municipalities for expenses paid out to a company that provides disaster debris management and support services only if the rates paid are established by a competitive bid process. The Solid Waste Authority of Palm Beach County (SWA) has

awarded Agreement No. 14-244 to Thompson Consulting Services, LLC, based upon their low bid submittal for services in the unincorporated areas. Article 35 of this contract allows for agreements with other governmental entities under the same terms and conditions, for the same prices and for the same effective period as specified in Agreement No. 14-244.

Thompson Consulting Services, LLC has agreed to support the Town during a disaster recovery effort and can be responsible for the overall monitoring of debris collection, if the Town so desires. They shall coordinate with the disaster debris removal contractor and the Town to ensure a compliant, well-managed and organized approach to debris collection and disposal within FEMA guidelines. Thompson Consulting Services, LLC has agreed to enter into an agreement with the Town where both parties agree to be bound by the terms and conditions of the Solid Waste Authority of Palm Beach County Agreement No. 14-244.

No fees are required to maintain this agreement. Funds shall only be disbursed upon receiving services.

Recommended Motion: I move to adopt Resolution No. 39-10-14



Town of Lake Park Town Commission

Agenda Request Form

Exhibit "G"

Meeting Date: October 15, 2014

Agenda Item No. 10

Agenda Title: Award Hurricane / Disaster Debris Removal, Reduction and Disposal Agreement to Bergeron Emergency Services, Inc. Based Upon Their Agreement with the Solid Waste Authority of Palm Beach County

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON _____ READING
- NEW BUSINESS**
- OTHER: _____

Approved by Town Manager  Date: 9/30/14


David Hunt / Public Works Director

<p>Originating Department: Public Works</p>	<p>Costs: N/A at this time. Funding Source: Acct. # _____ <input type="checkbox"/> Finance _____</p>	<p>Attachments: - Bergeron Emergency Services, Inc.'s Offer to Enter into an Agreement with the Town - Agreement for Disaster Debris Management and Support Services Between the Solid Waste Authority of Palm Beach County and Bergeron Emergency Services, Inc. (Agreement No. 13-253) - Resolution No. <u>40-10-14</u></p>
<p>Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required</p>	<p>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.</p>	<p>Yes I have notified everyone _____ OR Not applicable in this case <u></u> Please initial one.</p>

Summary Explanation/Background:

After a declared emergency, FEMA will reimburse municipalities for expenses paid out to a company that provides disaster debris removal and disposal services only if the rates used for payment are established by a competitive bid process. Based upon Bergeron Emergency Services, Inc.'s

competitive bid submittal, the Solid Waste Authority of Palm Beach County (SWA) has designated them as one of five, qualified disaster debris removal and disposal companies that will serve portions of the County's unincorporated areas after a major storm event. The SWA awarded Agreement No. 13-253 to Bergeron on August 21, 2013, and it will continue until August 20, 2016. The agreement gives the SWA the option to extend the agreement beyond that date with the approval of the Authority's Governing Board. The Town may extend their Agreement consistent with the Authority's actions.

Article 39 of this contract allows for agreements with other governmental entities under the same terms and conditions, for the same prices and for the same effective period as specified in Agreement No. 13-253.

In the event of a major hurricane or other type of disaster creating large quantities of debris that overwhelms the response capabilities of the Public Works Department, the Town will need to call upon the services of a contractor that specializes in large scale removal. The contract with Bergeron will be one of three disaster debris removal agreements that the Town maintains. It is advisable to have multiple contractors in place so that the Town may engage a firm whose capabilities and expertise are best suited for the type of clean-up required. Bergeron Emergency Services is the only one of the three firms that the Town may choose from that has their main office in South Florida. In the event of a localized storm, Bergeron may be able to respond the quickest to the Town's needs, compared to the out-of-state companies. Keeping disaster remediation funds in the area also helps communities get back on their feet financially after a major storm.

By virtue of the attached letter, Bergeron Emergency Services, Inc. has offered to enter into an agreement with the Town of Lake Park at the same terms and conditions of the SWA Agreement No. 13-253.

No fees are required to maintain this agreement. Funds shall only be disbursed upon receiving services.

Staff recommends approval.

Recommended Motion: I move the adoption of Resolution No. 40-10-14



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, October 15, 2014 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
.....		
Dale S. Sugerman, Ph.D.	—	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. Proclamation in Memory of Bertha "Bert" Bostrom

Tab 1

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.

2. Regular Commission Meeting Minutes of October 1, 2014 Tab 2
- F. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:
3. Ordinance No. 13-2014 Repealing Chapter 2, Article I, Section 2-4 of the Town Code Entitled Provisions for Processing Public Records Request Tab 3
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REPEALING CHAPTER 2, ARTICLE I, SECTION 2-4 OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK ENTITLED "PROVISIONS FOR PROCESSING PUBLIC RECORDS REQUESTS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.
- G. PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:
None
- H. NEW BUSINESS:
4. A Request from the Event Organizers of the Lake Park Seafood and Music Festival to Waive the Facility Rental(s) and Parking Meter Fees Tab 4
5. Resolution No. 36-10-14 Award Contract for Building Official, Inspections and Related Services Tab 5
6. Four Month Extension of Marina Landscape Maintenance Contracts with Chris Wayne & Associates, Inc. Tab 6
7. Resolution No. 37-10-14 Recognizing Florida City Government Week, October 19 – 25, 2014 Tab 7
8. Resolution No. 38-10-14 Award of Marina Seawall Construction Inspection Services Contract (RFP 106-2014) Tab 8
9. Resolution No. 39-10-14 Award Disaster Debris Management and Support Services Contract to Thompson Consulting Services, LLC Based Upon their Agreement with the Solid Waste Authority of Palm Beach County Tab 9
10. Resolution No. 40-10-14 Award Hurricane Disaster Debris Removal, Reduction and Disposal Agreement to Bergeron Emergency Services, Inc. Based Upon their Agreement with the Solid Waste Authority of Palm Beach County Tab 10
- I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:
- J. ADJOURNMENT
Next Scheduled Regular Commission Meeting will be held on Wednesday, November 5, 2014