AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, November 5, 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
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 October 15, 2014** **Tab 1**
2. **Award of the Annual Gasoline Fuel Contract** **Tab 2**
3. **Award of the Annual Diesel Fuel Contract** **Tab 3**

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

4. **Ordinance No. 14-2014 Request to Update the Capital Improvements Schedule in the Town's Comprehensive Plan Capital Improvements Element.** **Tab 4**

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

5. **Ordinance No. 13-2014 Repealing Chapter 2, Article I, Section 2-4 of the Town Code Entitled Provisions for Processing Public Records Request** **Tab 5**

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.

H. NEW BUSINESS:

6. **Resolution No. 41-10-14 Amending the Public Records Policy and Procedures and Revising the Fee Schedule for the Same.** **Tab 6**

7. **Commission Discussion on the subject of Regulating Medical Marijuana Businesses** **Tab 7**

I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

J. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, November 19, 2014

Consent Agenda

TAB 1

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **November 5, 2014** **Agenda Item No.** 1

Agenda Title: Regular Commission meeting minutes of October 15, 2014

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

Approved by Town Manager _____ **Date:** 10/22/14

Vivian Mendez – Town Clerk
Name/Title

Originating Department: **Town Clerk**	Costs: **$ 0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Agenda** **Meeting Minutes** **Exhibit "A"** **Exhibit "B"** **Exhibit "C"** **Exhibit "D"** **Exhibit "E"** **Exhibit "F"** **Exhibit "G"**
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 October 15, 2014.

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**

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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 tbe Cbambers and given to tbe 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

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 tbeir 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

Town Seal

Approved on this _____ of _____, 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 [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[X] PUBLIC HEARING ORDINANCE ON FIRST READING
[ ] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 10/1/14

Vivian Mendez – Town Clerk
Name/Title

Originating Department: **Town Clerk**	Costs: **$ 0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Ordinance**
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: 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 [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING - ORDINANCE ON 1st READING
[X] NEW BUSINESS
[ ] OTHER:

Approved by Town Manager _____ **Date:** 10/1/14

Nadia Di Tommaso / Community Development Director ND
Name/Title

Originating Department: **Community Development**	Costs: **$ 0** Funding Source: Acct. # [ ] Finance _____	**Attachments:** ➔ **Copy of Special Event Application**
Advertised: Date: ***N/A*** 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*** or Not applicable in this case ____ **Please initial one.**

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. Mr. Larry Marble and Mr. Johnny Ringo are working with the Lake Park & Jupiter Kiwanis in organizing this event. They are requesting that the Town Commission consider approving the following special requests which cannot be granted administratively. They are not requesting waivers from any required Palm Beach County Sheriff's Office services; Public Works sanitation services; and signage or special event application fees.

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. Consequently, as part of the special event permit conditions of approval, staff will be requiring that event flyers are posted within surrounding residential complexes located immediately adjacent to the park at least 14 days before the start of the event.

REQUESTED CATEGORY	VALUE *(monetary or other)*	APPLICANT REQUEST	NOTES
Parking Meters (Tennis Court Lot; Lake Shore Lot; Greenbriar Drive; Foresteria Drive)	***(potential value)*** $114 per hour (over **$2,508** at full capacity for two days @ 22 total hours).	**WAIVE ALL FEES**	Operating Hours: **6am - 8pm** *(event proposed from 10am-9pm each day)* Meter Cost: **$1 per hour** Total # of Meters: **114** *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

TOTAL: **Potential Revenue Loss *(assuming parking meters are utilized at full capacity)***
= Facility Rentals: $1,611.20
Parking Meters: $2,508

Additional Requested Waivers
= Indoor Pavilion Refundable Deposit: $400
Indoor Pavilion Staffing Fee: $60

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

Approved by Town Manager _____ **Date:** 10/6/14

Nadia Di Tommaso / Community Development Director ND
Name/Title

Originating Department: **Community Development**	Costs: **$ Legal Ad** Funding Source: **Town Clerk** Acct: **#106-48100** [ ] Finance _____	**Attachments:** 36-10 ➔ **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)***
Advertised: Date: **08-28-2014** 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 ***ND (through the Town Clerk's Office and pursuant to the purchasing guidelines)*** or Not applicable in this case __ **Please initial one**.

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.

<u>Recommended Motion:</u> 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 [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[X] NEW BUSINESS
[ ] OTHER: _____

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

David Hunt / Public Works Director

Originating Department: **Public Works**	**Costs:** **Contract: $43,185.00** **Contingency: $ 8,637.00** **Total: $51,822.00** **Funding Source: Marina Fund** **Acct. #: 800-46060** **[X] Finance** for BKR	**Attachments:** **I) Public Notice, Invitation to Bid** **II) Bid Tabulation** **III) GFA International, Inc. Proposal Submittal** **IV) Submitted Schedule of Bid Items:** - Ardaman & Associates - Calvin, Giordano & Associates - HCR (Handex Consulting & Remediation, LLC) - Nova Engineering and Environmental - Universal Engineering Sciences **V) Bid Document w/ Drawings** **VI) Addendum 1** **VII) Resolution**
Advertised: **Date: September 14, 2014** **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**_____ or Not applicable in this case ____ **Please initial one.**

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.

I)

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

II)

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

				RESPONSIVE: ALL REQUIRED ITEMS SUBMITTED						NON-RESPONSIVE: BID PACKET MISSING ONE OR MORE REQUIRED ITEMS					
RESPONDING VENDORS:				GFA INTERNATIONAL, INC.		HCR (HANDEX CONSULTING & REMEDIATION, LLC)		CALVIN, GIORDANO & ASSOCIATES, INC.		NOVA ENGINEERING AND ENVIRONMENTAL		UNIVERSAL ENGINEERING SCIENCES		ARDAMAN & ASSOCIATES, INC.	
ITEM NO.	DESCRIPTION	QUANT. (EST.)	UNIT	UNIT COST	ESTIMATED COST	UNIT COST	ESTIMATED COST	UNIT COST	ESTIMATED COST	UNIT COST	ESTIMATED COST	UNIT COST	ESTIMATED COST	UNIT COST	ESTIMATED COST
1.	Indemnification	1	Job	$100.00	$100.00	$100.00	$100.00	$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]	5%	[3,891.75]	N/R		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	0.00	100.00	100.00	0	0.00
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	19,215.00	50.00	27,450.00	65.00	35,685.00
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	3,200.00	25.00	1,600.00	20.00	1,280.00
6.	Travel Time (Call back)	16	One Way	10.00	160.00	72.00	1,152.00	105.00	6,720.00	25.00	400.00	15.00	240.00	10.00	160.00
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	1,760.00	115.00	1,840.00	120.00	1,920.00
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	115.00	1,840.00	120.00	1,920.00
9.	Misc. Clerical Services	16	Hours	30.00	480.00	52.00	832.00	50.00	800.00	35.00	560.00	35.00	560.00	50.00	800.00
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	250.00	250.00	1,000.00	1,000.00
	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.

II)

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. 1	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
HCR (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.** 8 A

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

Approved by Town Manager _____ **Date:** 10/13/14

Dale S. Sugerman, **Ph.D., Town Manager**
Name/Title

Originating Department: **TOWN MANAGER**	Costs: $4,377.50 Funding Source: 800-46060 [X] Finance BKR	**Attachments:** **Requisition to Purchase** **Letter of Engagement**
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 _BKR_ **Please initial one.**

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. Best practices require that while the sidewalk is being installed, the Town should have independent inspection services keeping an eye on the contractor doing the sidewalk installation. The best firm to inspect the work is the same firm that designed the work.

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 # _____

Vendor: Alan Gerwig & Associates, Inc.
12798 W. Forest Hill Blvd. Suite 204
Wellington, Fl. 33414

Deliver To: Lake Park Harbor Marina

Purchase Order # _____

Purchase Order Date: _____

Requisition No. _____

Date: Oct. 7, 2014

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

10/7/14
(Department Head)

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
OCT 8 2014
Town Of Lake Park
Office Of Town Manager

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

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

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

_____
Alan L. Gerwig, P.E., President

Agreed to this ___ day of _____, 2014

_____
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.

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,

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,

RP

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

RP

FINANCIAL MANAGEMENT PLAN

Project Lake Park Seawall Slab Construction Observation
Project No.
PM

Date 9/23/2014

	Task Outline	TOTALS	Estimated Labor								
			Principal	Sr. PM	Project Manager	Senior Proj Eng	Project Eng	Engineer II	Designer 1	Designer 11	Admin
1	Shop Drawing and Mix Design Review	$700.00			1.00			3.00			4.00
2	Site Inspections	$2,825.00			5.00			20.00			
3	Observation Reports	$435.00			3.00						
4	Project Closeout	$217.50			1.50						
	TOTAL HOURS	37.5	0	0	11	0	0	23	0	0	4
	BILLING RATE		$225.00	160.00	$145.00	$125.00	$115.00	$105.00	85.00	95.00	60.00
	TOTAL DOLLARS	$4,177.50	$0.00	0.00	$1,522.50	$0.00	$0.00	$2,415.00	0.00	0.00	240.00

Subcontractors	Cost
Surveyor	0.00
Geotechnical Engineer	
Landscape Architect	
Total Subcontracts	$ -

Notes

Material Dollars
Supplies, Printing, Copies, Etc.

Miscellaneous Dollars
Travel, Lodging, Meals, Mileage, Etc. $ 200.00

Summary

Total Hours	38
Total Labor Dollars	$4,177.50
Material Dollars	$0.00
Miscellaneous Dollars	$200.00
Subcontractors	$0.00
Total Project	$4,377.50

Distribution
( ) Accounting ( ) Project Notebook ( ) Other

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

Approved by Town Manager _____ **Date:** 9/30/14

_____
David Hunt / Public Works Director

Originating Department: **Public Works**	**Costs:** Funding Source: N/A Acct. #: N/A [ ] Finance _____	**Attachments:** **- 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.** 39·10·14
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:

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

Approved by Town Manager _____ **Date:** 9/30/14

_____
David Hunt / Public Works Director

Originating Department: Public Works	**Costs: N/A at this time.** Funding Source: Acct. # [ ] Finance _____	**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.** 40-10-14
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:
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.

<u>Recommended Motion:</u> I move the adoption of Resolution No. 40-10-14

TAB 2

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 5, 2014 **Agenda Item No.** 2

Agenda Title: Award of the Annual Gasoline Fuel Contract

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

Approved by Town Manager _____ **Date:** 10/22/14

David Hunt / Public Works Director

Originating Department: **Public Works**	**Est. Cost: $60,000.00** **Funding Source: F.Y. 2015 Fuel Budget** **Acct. # 001-141.100** **[X] Finance** _____	**Attachments:** **- Palm Beach County Term Contract # 10087 (exp. 09/30/15)** **- Letter of Agreement from Palmdale Oil Company, Inc.** **- Certificate of Insurance**
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 Town's automobiles, light duty trucks, and small engines are fueled with unleaded gasoline that is blended with 10% ethanol. The Town also has an interlocal agreement with Palm Beach County that allows County vehicles, such as the Sheriff's Department patrol cars, to fuel up at the Public Works (DPW) fueling station. The DPW gasoline pump dispenses from a large capacity, above-ground tank. Last fiscal year, the Town paid $59,698.00 for the delivery of almost 19,000 gallons of gasoline.

Public Works recommends that for this fiscal year, the Town purchase its gasoline fuel from Palmdale Oil Company, Inc. based upon its competitively bid contract that was approved by the Palm Beach County Board of County Commissioners. Palmdale Oil has agreed to deliver gasoline to DPW for the same terms outlined in the County's Term Contract # 10087.

Recommended Motion:

I move to award the annual gasoline fuel purchases to Palmdale Oil Company, Inc. based upon the terms of Palm Beach County's Term Contract Number 10087.

Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 616-6811
www.pbcgov.com/purchasing

Palm Beach County Board of County Commissioners

Burt Aaronson, Chair
Karen T. Marcus, Vice Chair
Jeff Koons
Shelley Vana
Steven L. Abrams
Jess R. Santamaria
Priscilla A. Taylor

County Administrator

Robert Weisman

"An Equal Opportunity Affirmative Action Employer"

September 13, 2010

Form L

Palmdale Oil Company, Inc.
319 Industrial Avenue
Boynton Beach, FL 33426

Dear Vendor:

TERM CONTRACT #10087

This is to inform you that Palm Beach County Board of County Commissioners is entering into a Term Contract with your company for FUEL, GASOLINE, 10% ETHANOL BLENDED REGULAR, PURCHASE & TANKWAGON DELIVERY OF based on:

[√] SOLICITATION #10-087/KM

[ ] RENEWAL OF CONTRACT based on SOLICITATION #_____ in accordance with all original terms, conditions, specifications and prices with no deviation.

[ ] RENEWAL OF CONTRACT based on SOLICITATION #_____ to include a ____% increase in unit price(s) per term and condition #___

[ ] EXTENSION OF CONTRACT based on SOLICITATION #_____

[ ] SOLE SOURCE CONTRACT #_____
Vendor shall notify Purchasing immediately if the sole source status changes.

[ ] STATE OF FLORIDA CONTRACT #_____

[ ] OTHER:_____

The term of this contract is 10/01/10 through 09/30/15. The estimated dollar value is $500,000.

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County Departments will issue individual hard copy orders against this contract as your authorization to deliver. All invoices must reference a unique document number (e.g. CPO/DO 680 XY0303050000000001111 or CPO/DO 680 XY030305*1111). Failure to provide an order number with each invoice will result in a delay in processing payment.

In accordance with the terms and conditions of this contract, the Inspector General fee may be applicable, per Ordinance No. 2009-049.

If you have any questions, please contact Kristen A. Monnett at (561) 616-6824.

Sincerely,

Kathleen M. Scarlett
Director

c: Reid Raymond, Parks & Recreation
Eugene Bitteker, Palm Tran
File

Palmdale OIL COMPANY

LACH CHEATHAM
PRESIDENT

Cell (561) 722-0402
lach@palmdaleoil.com
www.palmdaleoil.com

REVISED
BID RESPONSE
BID #10-087/KM

BLENDED, PURCHASE & TANKWAGON DELIVERY OF,
TERM CONTRACT

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED 60 MONTH QUANTITY	SINGLE FIXED MONETARY DISCOUNT OR MARKUP FROM THE OIL PRICE INFORMATION SERVICE (OPIS) DAILY AVERAGE PRICES AT MIAMI, FL
1.	GASOLINE, 10% ETHANOL BLENDED TANKWAGON DELIVERY	GAL	172,000	BIDDER SHALL CIRCLE ONE: (+) OR (-) $ .0775

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Is Bidder aware of the IG Fee Applicability, per Term and Condition #8? YES ✓ INITIAL AC

Is Qualification of Bidders information included, per Term and Condition #9? YES ✓ INITIAL AC

Does bidder clearly understand the insurance requirement, per Term and Condition #23? YES ✓ INITIAL AC

*** PLEASE AFFIX SIGNATURE WHERE INDICATED**
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

FIRM NAME: **(Enter the entire legal name of the bidding entity)** PALMDALE OIL COMPANY INC.

DATE: 8/18/2010

*** SIGNATURE:** [signature]

PRINT NAME: Lachlan Cheatham

PRINT TITLE: President

ADDRESS: 911 North 2nd Street

CITY / STATE: Fort Pierce, FL. 34950 ZIP CODE: 34950

TELEPHONE # (772) 461-2300

TOLL FREE # (800) 785-7114

E-MAIL: lach@palmdaleoil.com

FAX #: (772) 595-0843

APPLICABLE LICENSE(S) NUMBER # 371333 TYPE: Wholesaler Petroleum

FEDERAL ID # 59-2358666

Form W

AMENDMENT #1

Dated: August 4, 2010

PALM BEACH COUNTY PURCHASING DEPARTMENT
50 SOUTH MILITARY TRAIL, SUITE 110
WEST PALM BEACH, FLORIDA 33415-3199

BID #: 10-087/KM

TITLE: FUEL, GASOLINE, ETHANOL-10 BLENDED & REGULAR UNLEADED, PURCHASE & TANKWAGON DELIVERY OF, TERM CONTRACT

OPENING DATE: SEE BELOW

- **BID OPENING DATE HAS BEEN EXTENDED TO AUGUST 19, 2010 @ 2:00 P.M**
- **CHANGE BID TITLE TO READ:**

FUEL, GASOLINE, 10% ETHANOL BLENDED, PURCHASE & TANKWAGON DELIVERY OF, TERM CONTRACT

- **REFERENCE BID PAGE 7, SPECIAL CONDITION #11. AWARD (ITEM-BY-ITEM), change to read:**

11. AWARD (ALL-OR-NONE)

Palm Beach County shall award this bid to the responsive, responsible bidder offering the greatest single fixed monetary discount from or the least single fixed monetary markup to the oil price information service (OPIS) average daily prices at Miami, FL on an all-or-none, total offer basis. Therefore, it is necessary for a bidder to bid on every item in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications the entire bid will be considered non-responsive. Additionally, if a bidder enters a No Bid, or N/A for any item, they will be considered non-responsive.

- **REFERENCE BID PAGE 8, SPECIAL CONDITION #12. INVOICES, E. change to read:**

E. OPIS Daily **average** for specified delivery date.

- **REFERENCE BID PAGE 11, SPECIFICATIONS, PURPOSE AND INTENT, change to read:**

PURPOSE AND INTENT

The sole purpose and intent of this Invitation for Bid (IFB) is to secure a single fixed monetary discount or markup from the Oil Price Information Service (OPIS) Daily **average** prices at Miami, FL for the purchase and tankwagon delivery of 10% ethanol blended gasoline ~~**regular unleaded gasoline and E-10 blended regular gasoline**~~ on an as needed basis.

- **REFERENCE BID PAGE 11, SPECIFICATIONS, add TANK SIZES, after SUCCESSFUL BIDDER'S RESPONSIBILITIES:**

TANK SIZES

All existing tanks are 500 gallons.

AMENDMENT #1

PALM BEACH COUNTY PURCHASING DEPARTMENT
50 SOUTH MILITARY TRAIL, SUITE 110
WEST PALM BEACH, FLORIDA 33415-3199

BID #: 10-087/KM

TITLE: FUEL, GASOLINE, ETHANOL-10 BLENDED & REGULAR UNLEADED, PURCHASE & TANKWAGON DELIVERY OF, TERM CONTRACT

- **REFERENCE BID PAGE 11, SPECIFICATIONS, GASOLINE, change to read:**

  GASOLINE

  The fuel furnished by the bidder shall be **10% Ethanol blended per ASTM D4814-07b specifications or latest revision.**

- **DELETE EXISTING BID RESPONSE PAGE 12 AND REPLACE WITH ATTACHED REVISED BID RESPONSE PAGE 12.**

NOTE: **This executed amendment shall be returned with your bid response. Failure to return this amendment shall render your bid non-responsive.**

COMPANY NAME

SIGNATURE / DATE

Tammy Smith

Tammy L. Smith
Purchasing Manager

*****REVISED*****
BID RESPONSE
BID #10-087/KM

FUEL, GASOLINE, 10% ETHANOL BLENDED, PURCHASE & TANKWAGON DELIVERY OF, TERM CONTRACT

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED 60 MONTH QUANTITY	SINGLE FIXED MONETARY DISCOUNT OR MARKUP FROM THE OIL PRICE INFORMATION SERVICE (OPIS) DAILY AVERAGE PRICES AT MIAMI, FL
1.	GASOLINE, 10% ETHANOL BLENDED TANKWAGON DELIVERY	GAL	172,000	BIDDER SHALL CIRCLE ONE: (+) OR (-) $_____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Is Bidder aware of the IG Fee Applicability, per Term and Condition #8? YES_____ INITIAL_____

Is Qualification of Bidders information included, per Term and Condition #9? YES_____ INITIAL_____

Does bidder clearly understand the Insurance requirement, per Term and Condition #23? YES_____ INITIAL_____

*** PLEASE AFFIX SIGNATURE WHERE INDICATED**
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

FIRM NAME: **(Enter the entire legal name of the bidding entity)**	DATE:
*** SIGNATURE**: _____	PRINT NAME: PRINT TITLE:
ADDRESS: _____ CITY / STATE: _____ ZIP CODE: _____	
TELEPHONE # ( ) TOLL FREE # ( )	E-MAIL: FAX #: ( )
APPLICABLE LICENSE(S) NUMBER #_____ TYPE:_____	
FEDERAL ID # _____	

Board of County Commissioners

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Purchasing Department
www.pbcgov.com/purchasing

BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
BID #10-087/KM

FUEL, GASOLINE, ETHANOL-10 BLENDED & REGULAR UNLEADED, PURCHASE & TANKWAGON DELIVERY OF, TERM CONTRACT

BID OPENING DATE: AUGUST 5, 2010 AT 2:00 P.M.

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Purchasing Department (561) 616-6800.

It is requested that all bids be submitted in triplicate, one original and two copies.

BIDDERS SHALL SUBMIT, IN A SEALED PACKAGE OR CONTAINER, AT LEAST ONE ORIGINAL, SIGNED IN INK BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.

Protests can be accepted only during the five (5) business day posting period.

CAUTION

As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our website at http://www.pbcgov.com/purchasing. It is the vendor's sole responsibility to routinely check this website for any amendments that may have been issued prior to the deadline for receipt of bids.

Palm Beach County shall not be responsible for the completeness of any Invitation for Bid that was not downloaded from the above website or obtained directly from the Purchasing Department.

In accordance with the provisions of ADA, this document may be requested in an alternate format.

50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199
(561) 616-6800 FAX: (561) 616-6811

BOARD OF COUNTY COMMISSIONERS
Palm Beach County

INVITATION FOR BID

BID NO: 10-087/KM BID TITLE: Fuel, Gasoline, Ethanol-10 Blended & Regular Unleaded, Purchase & Tankwagon Delivery of, Term Contract

PURCHASING DEPARTMENT CONTACT: Kristen Monnett, Senior Buyer TELEPHONE NO.: 561-616-6824

FAX NO.: 561-242-6724 EMAIL ADDRESS: kmonnett@pbcgov.com

All bid responses must be received on or before August 5, 2010, prior to 2:00 p.m., Palm Beach County local time, at which time all bids shall be publicly opened and read. **SUBMIT BID TO:** Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, Florida 33415-3199.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and/or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

PURPOSE AND EFFECT: It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

GENERAL CONDITIONS

1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to this invitation for bid may be made only by written amendment issued by the County Purchasing Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response and, if required, will be provided to all prospective bidders, prior to bid opening. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the County.

The obligations of Palm Beach County under this award are subject to the availability of funds lawfully appropriated for its purpose.

2. LEGAL REQUIREMENTS

a. **COMPLIANCE WITH LAWS AND CODES**: Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

In compliance with Chapter 442, Florida Statutes, any toxic substance resulting from this bid shall be accompanied by a properly completed Material Safety Data Sheet (MSDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

b. **DISCRIMINATION PROHIBITED**: Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The successful bidder is prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.

c. **INDEPENDENT CONTRACTOR RELATIONSHIP**: The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

d. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE**: Pursuant to Ordinance 2003-030, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County shall conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees and subcontractors of vendors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as may be amended. The bidder is solely responsible for understanding the financial, schedule, and staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

e. **PUBLIC ENTITY CRIMES**: F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not 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 F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

f. **NON-COLLUSION**: Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and/or debarment or suspension from doing business with Palm Beach County.

g. **LOBBYING**: Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date/time of the deadline for submission of the bid, and terminates at the time that the Board of County Commissioners, or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication i.e., facsimile, e-mail or U.S. mail.

Violations of the "Cone of Silence" are punishable by a fine of $250.00 per violation.

h. **CONFLICT OF INTEREST**: All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.

i. **SUCCESSORS AND ASSIGNS**: The County and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

j. **INDEMNIFICATION**: Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.

k. **PUBLIC RECORDS**: Any material submitted in response to this invitation for bid is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

l. **INCORPORATION, PRECEDENCE, JURISDICTION**: This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.

m. **LEGAL EXPENSES**: The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

3. BID SUBMISSION

a. **SUBMISSION OF RESPONSES**: **All bid responses must be submitted on the provided Invitation for Bid "Response" Form.** Bid responses on vendor letterhead/quotation forms shall not be accepted. **Responses must be typewritten or written in ink**, and must be signed in ink by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.

b. **CERTIFICATIONS, LICENSES AND PERMITS**: Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to submit, prior to commencement of work, a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

c. **SBE BID DOCUMENT LANGUAGE**

Item 1 - Policy
It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Sections 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

Although preferences will not be extended to certified M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the market.

Item 2 - SBE Goals
The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders. This goal is a minimum, and no rounding will be accepted.

Item 3 - Ranking of Responsive Bidders
Bidders who meet the SBE goal will be deemed to be responsive to the SBE requirement.

a. In evaluating competitive bids or quotes between $1,000 and one million dollars ($1,000,000) where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirement as long as the bid does not exceed the low bid amount by 10%; or

b. In the event there are no bidders responsive to the SBE requirement, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, as long as the bid does not exceed the low bid amount by ten percent (10%).

c. In evaluating bids in excess of one million dollars ($1,000,000), the contract shall be awarded to the low bidder responsive to the SBE requirements provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars ($100,000) plus three percent (3%) of the total bid in excess of one million dollars ($1,000,000);

d. In the event there are no bidders responsive to the SBE goal, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars ($100,000) plus three percent (3%) of the total bid in excess of one million dollars ($1,000,000).

Item 4 - Bid Submission Documentation
SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the work to be performed by their own workforce as well as the work to be performed by any SBE or M/WBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidders own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce.

Bidders are required to submit with their bid the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

Schedule 1 - List of Proposed SBE and M/WBE Participation
This list shall contain the names of all SBE and M/WBE prime and subcontractors intended to be used in performance of the contract, if awarded. This schedule shall also be used if an SBE prime bidder is utilizing ANY subcontractors.
(Only Job Order Contracting (JOC) contracts and Task Authorizations for annual contracts may be excluded from this requirement.)

Schedule(s) 2 - Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor
A Schedule 2 for each SBE and/or M/WBE Subcontractor listed on Schedule 1 shall be completed and signed by the proposed SBE and/or M/WBE Subcontractor. Subcontractors shall specify the type of work to be performed, the cost or percentage shall also be specified. Additional sheets may be used as needed. In lieu of a Schedule 2, a detailed responsive proposal may be acceptable.

Item 5 - SBE Certification
Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders visit the on-line Vendor Directory at www.pbcgov.org/osba to verify SBE certification.

Item 6 - Counting SBE Participation (and M/WBE Participation for Tracking Purposes)

a. Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the County or the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE. Prior to issue, total dollar value of a contract will be determined by the PBC user department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts.

b. The County may count toward its SBE goals the total value of a contract awarded to an eligible SBE firm that subsequently is decertified or whose certification has expired after a contract award date or during the performance of the contract.

c. The County or Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.

d. The County or Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

e. The County or Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

f. The County or Prime may count sixty percent (60%) of its expenditure to SBE suppliers/distributors that are not manufacturers.

g. The County or Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor.

h. The County or Prime may only count toward its SBE goal the goods and services in which the SBE is certified.

Item 7 - Responsibilities After Contract Award

Schedule 3 – SBE-M/WBE Activity Form
This form shall be submitted by the prime contractor with each payment application when SBE and/or M/WBE subcontractors are utilized in the performance of the contract. This form shall contain the names of all SBE and M/WBE subcontractors, specify the subcontracted dollar amount for each subcontractor and show amount drawn and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

Schedule 4 – SBE-M/WBE Payment Certification
A schedule 4 for each SBE and/or M/WBE sub shall be completed and signed by the proposed SBE and/or M/WBE after receipt of payment from the prime. When applicable, the prime shall submit this form with each application submitted to the county for payment to document payment issued to a sub in the performance of the contract.

All bidders hereby assure that they will meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidders agree to provide any additional information requested by the County to substantiate participation.

The successful bidder shall submit an SBE-M/WBE Activity Form (Schedule 3) and SBE-M/WBE Payment Certification Forms (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The SBE-M/WBE Activity Form is to be filled out by the Prime Contractor and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE or M/WBE firm to verify receipt of payment.

Item 8 - SBE Substitutions
After contract award, the successful bidder will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBE's in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the user Department and OSBA.

d. **LOCAL PREFERENCE ORDINANCE**: In accordance with the Palm Beach County Local Preference Ordinance, a preference will be given to (1) bidders having a permanent place of business in Palm Beach County; (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades

a. Glades Local Preference: Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades Business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible bidder is a local, non-local, or regional business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference.

b. Local Preference: Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to bidders having a permanent place of business in Palm Beach County. If the lowest responsive, responsible bidder is a non-local or regional business, all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference.

c. To receive either a Glades Local Preference or a Local Preference, a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation/Invitation for Bid. A permanent place of business means that the bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the bidder will produce a substantial portion of the goods or services to be purchased. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless specifically exempted by law, and will be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation/Invitation for Bid. Please note that in order to receive a local preference, the name and address on the Business Tax Receipt must be the same name and address that is included in the bid submitted to Palm Beach County, and that the attached "Certification of Business Location" and Business Tax Receipt must accompany the bid at the time of bid submission. Failure to submit this information will cause the bidder to not receive a local preference. Palm Beach County may require a bidder to provide additional information for clarification purposes at any time prior to the award of the contract."

e. **DRUG FREE WORKPLACE CERTIFICATION**: In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County.

f. **CONDITIONED OFFERS**: Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.

g. **PRICING**:

(1) Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.

(2) The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.

(3) All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

(4) Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid opening to allow for evaluation and award.

(5) Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term unless modified by a special condition.

(6) In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED IN INK BY THE BIDDER PRIOR TO BID OPENING. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.**

(7) Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.

h. **SUBMITTING NO BID or NO CHARGE**: Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid." If some items are to be offered at no charge, bidders should mark those items as "no charge." Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly. Bidders who do not wish to submit bids on any item in this solicitation, should return a "Statement of No Bid" in an envelope plainly marked with the bid number and marked "NO BID."

i. **ACCEPTANCE/REJECTION OF BIDS**: Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.

Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.

j. **NON-EXCLUSIVE**: The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.

k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES**: Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

l. **PERFORMANCE DURING EMERGENCY**: By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority during and after an

emergency shall constitute breach of contract and make the bidder subject to sanctions from doing further business with the County.

m. **SALES PROMOTIONS / PRICE REDUCTIONS:** Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County.

4. BID OPENING/AWARD OF BID

a. **OBSERVING THE PUBLISHED BID OPENING TIME**: **The published bid opening time shall be scrupulously observed.** It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid opening time. Any bid delivered after the precise time of bid opening shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid opening time.

b. **POSTING OF AWARD RECOMMENDATION**: Recommended awards shall be publicly posted for review, at the Purchasing Department and on the Purchasing Department website at www.pbcgov.com/purchasing prior to final approval, and shall remain posted for a period of five (5) business days. Bidders desiring a copy of the bid posting summary may request same by enclosing a self-addressed, stamped envelope with their bid. (NOTE: As a service to bidders, the County provides an unofficial list of award postings on our web site.) The official posting in the Purchasing Department shall prevail if a discrepancy exists between the referenced listings.

c. **PROTEST PROCEDURE**: Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to 561/242-6705. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

5. CONTRACT ADMINISTRATION

a. **DELIVERY AND ACCEPTANCE**: Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board of County Commissioners may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the County's specifications or performance standards.

b. **FEDERAL AND STATE TAX**: Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials.

c. **PAYMENT**: Payment shall be made by the County after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation. Without changing the contract price, each invoice for payment shall be subject to the Inspector General fee of 0.25%, where applicable, to defray costs of the Office of Inspector General in accordance with Ordinance No. 2009-049, as may be amended.

d. **CHANGES**: The Director of Purchasing, Palm Beach County, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.

e. **DEFAULT**: The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates this contract in whole or in part because of default of the successful bidder, the County may procure goods and/or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience."

f. **TERMINATION FOR CONVENIENCE**: The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract.
Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and/or subcontracts related to the terminated work.

g. **ACCESS AND AUDITS**: The bidder shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the bidder's place of business.

6. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**:

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud. Where applicable, the cost of the Inspector General's Office shall be incorporated into the contract and shall be equal to one quarter (¼) of one (1) percent of the contract price.

THIS IS THE END OF "GENERAL CONDITIONS."

SPECIAL CONDITIONS

7. GENERAL/SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

8. IG FEE APPLICABILITY

The IG Fee portion of Palm Beach County Ordinance No. 2009-049, the Inspector General Ordinance shall apply to this solicitation. For more information go to www.pbcgov.com and click on Ethics/Inspector General link.

9. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the County (normally within two working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid shall not satisfy this provision.**

A. List a minimum of two (2) references in which similar goods and/or services have been provided within the past three (3) years including scope of work, contact names, addresses, telephone numbers and dates of service. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement.

B. Provide the name, address and phone number of the person(s) to be contacted for the placement of orders and the coordination of deliveries. A contact for both regular work hours and after work hours, weekends, and holidays shall also be identified.

10. CRIMINAL HISTORY RECORDS CHECK

This solicitation includes sites and/or buildings which have been designated as "critical facilities" pursuant to Ordinance 2003-030 and Resolution R-2003-1274, as may be amended. Therefore, prior to the award of any contract, the recommended awardee(s) must comply with all the requirements of this solicitation, i.e. Criminal History Records Check Ordinance. County staff representing the user Department will contact the recommended awardee(s) and provide additional instructions for meeting the requirements of this Ordinance. A contract shall not be awarded unless the recommended awardee meets the requirements established by the Electronic Services and Security Division of the Facilities Development and Operations Department.

11. AWARD (ITEM-BY-ITEM)

Palm Beach County shall award this bid to the responsive, responsible bidder offering the greatest single fixed monetary discount from or the least single fixed monetary markup to the oil price information service (OPIS) daily prices at Miami, FL on an item-by-item basis. The County reserves the right to reject bids which would result in an award which is financially disadvantageous to the County. An award may be considered financially disadvantageous when it would result in an award to a bidder for less than $1,000, or when it would result in awards of multiple small fragments. This policy is predicated on avoidance of increased administrative costs and operational complexity.

12. INVOICES

When invoicing the County for goods purchased under this solicitation, the successful bidder must provide a separate and complete invoice for every delivery made to the County. Each invoice shall contain the following information:

A. Ordering agency and caller name
B. Applicable delivery order number (DO)
C. Date of delivery
D. Delivery location, specific enough to distinguish it from other deliveries, and tank number (if available)
E. OPIS Daily for specified delivery date
F. Type of fuel delivered: e.g., regular unleaded, E-10 blended, etc.
G. Gross gallons and net gallons delivered
H. Separate line item(s) for applicable taxes and fees

13. AUDIT

All items sold to Palm Beach County as a result of this bid award are subject to post sale audit adjustment. In the event an audit indicates the successful bidder has not honored quoted price lists and discounts, the successful bidder shall be liable for any and all overage charges, and may be considered in default of this contract.

14. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of sixty (60) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

15. F.O.B. POINT

The F.O.B. point shall be destination to the locations listed in #16. Exact delivery point will be indicated on the term contract delivery order (DO). Bid responses showing other than F.O.B. destination shall be rejected. Bidder retains title and assumes all transportation charges, responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

16. CURRENT DELIVERY LOCATIONS

Palm Tran (Regular Unleaded)
100 N Congress Avenue
Delray Beach, FL 33445

Park Ridge Golf Course (E-10 Blended Regular)
9191 Lantana Road
Lake Worth, FL 33467

Osprey Point Golf Course (E-10 Blended Regular)
11200 Park Access Road
Boca Raton, FL 33498

Okeeheelee Golf Course (E-10 Blended Regular)
7715 Forest Hill Boulevard
West Palm Beach, FL 33413

17. ADDITION / DELETION OF DELIVERY LOCATIONS

Palm Beach County reserves the right to add or delete delivery locations during the term of the contract at its sole discretion.

18. DELIVERY / RESPONSE TIME

A. Delivery shall be required within twenty-four (24) hours after receipt of term contract delivery order (DO) unless a modified delivery date has been requested by the successful bidder and approved in writing by the Purchasing Department or the designated County representative. Failure of the successful bidder to perform to the delivery requirement is sufficient cause for default and termination of the contract.

B. Deliveries shall be made during normal working hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays, unless ordering agency specifically requests otherwise, in which case, requested delivery date and time shall become the required delivery time.

C. Orders placed on Friday shall be delivered no later than 5:00 p.m. the following Monday, unless the ordering agency specifically requests otherwise, in which case, requested delivery date and time shall become the required delivery time.

D. If the successful bidder is unable to meet the delivery requirements, it shall be the responsibility of the successful bidder to so state at the time service is requested.

E. At time of delivery, successful bidder(s) shall present a delivery ticket / bill of lading to a County representative, or, if requested, deliver document to a specified location. The delivery / bill of lading shall include:
   1. Bill of lading number
   2. Name of supplier and carrier
   3. Date and time of delivery
   4. Type of fuel delivered
   5. Gross gallons and net gallons delivered
   6. Inches in fuel tank, before and after delivery
   7. Driver's signature
   8. Signature of Palm Beach County employee receiving delivery, unless otherwise indicated
   9. Delivery address

19. ALLOCATION AT THE PORT

If, during a state of emergency, the successful bidder's allocation of fuel at Port Everglades becomes inaccessible to the said bidder, Palm Beach County shall be authorized to access the successful bidder's allocation of fuel at Port Everglades and transport the fuel in Palm Beach County-owned fuel transport trucks. The successful bidder represents that, within fourteen (14) days after notice of bid award, successful bidder shall take any and all steps necessary to ensure that Palm Beach County is listed as an authorized shipper for the successful bidder in order to gain Port access. This authorization is subject only to the requirements of fuel shippers at Port Everglades and does not require any further or separate authorization from the successful bidder. Palm Beach County will, in turn, provide all certifications and insurance requirements necessary to meet Port requirements.

Palm Beach County shall pay the same price per gallon for fuel transported directly from the Port in its own trucks as shall be awarded to successful bidder for delivery under normal circumstances, by designated delivery area(s).

20. AS SPECIFIED

A term contract delivery order (DO) will be issued to the successful bidder with the understanding that all items delivered must meet the specifications herein. Palm Beach County will return, at the expense of the successful bidder, items not delivered as specified.

At the option of Palm Beach County, item(s) from any delivery may be submitted to an independent testing laboratory to determine conformity to respective specifications. Bidders shall assume full responsibility for payment of any and all charges for testing and analysis of any product offered or delivered that does not conform to the minimum required specifications.

21. QUANTITY

The quantities shown are estimated. Palm Beach County reserves the right to increase or decrease the total quantities as necessary to meet actual requirements. Unless stipulated otherwise, Palm Beach County will accept NO minimum order requirements. Additionally, bidders are cautioned to bid in accordance with the unit specified on the bid response page.

22. WORK SITE SAFETY/SECURITY

The successful bidder shall at all times guard against damage or loss to the property of Palm Beach County, the bidder's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the successful bidder shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and insure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, successful bidder shall provide for the prompt removal of all debris from Palm Beach County property. Palm Beach County may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or its agents.

23. INSURANCE REQUIRED

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Purchasing Department, Attention Buyer, 50 South Military Trail, Suite 110, West Palm Beach, Florida 33415. During the term of the Contract and prior to each subsequent renewal thereof, the successful bidder shall provide this evidence to the County prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance. Successful bidder shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than $500,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

Business Auto Policy, including the MCS-90 Motor Carrier Act Endorsement and/or CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos – Business Auto, Motor Carrier and Truckers Coverage Forms Endorsement, at a minimum limit not less than $1,000,000 per occurrence providing coverage for damages against such third-party liability, remediation and defense costs. In the event the policy includes a self-insured retention or deductible in excess of $100,000, Palm Beach County reserves the right, but not the obligation, to review and request a copy of the CONTRACTORS most recent annual report or audited financial statements. The policy shall be endorsed to include "Palm Beach Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents as Additional Insured.". (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event successful bidder neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful bidder to maintain only Hired & Non-Owned auto Liability. If vehicles are acquired throughout the term of the contract, bidder agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Workers' Compensation and Employer's Liability Insurance. Successful bidder shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request). Failure to provide required insurance shall render your bid non responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Further, said Certificate(s) shall endeavor to provide ten (10) days written notice to County prior to any adverse change, cancellation or non-renewal of coverage there under.

It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract. Successful bidder shall agree to provide the County with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage.

Bidder shall agree that all insurance coverage required herein shall be provided by Bidder to County on a primary basis.

SPECIFICATIONS
BID #10-087/KM

FUEL, GASOLINE, ETHANOL-10 BLENDED & REGULAR UNLEADED, PURCHASE & TANKWAGON DELIVERY OF, TERM CONTRACT

PURPOSE AND INTENT

The sole purpose and intent of this Invitation for Bid (IFB) is to secure a single fixed monetary discount or markup from the Oil Price Information Service (OPIS) Daily prices at Miami, FL for the purchase and tankwagon delivery of regular unleaded gasoline and E-10 blended regular gasoline on an as needed basis.

SUCCESSFUL BIDDER'S RESPONSIBILITIES

Products delivered as a result of this solicitation shall conform to the specifications issued by the State of Florida and comply with all Federal, State and local laws and regulations applicable on date of delivery. **Palm Beach County shall not accept "bottoms" as an acceptable product.**

Test methods issued by the American Society of Testing Materials (ASTM) shall be the ONLY methods used for measuring the properties of gasoline.

Successful bidder(s) shall be adequately equipped, staffed, and supplied to, promptly, and efficiently furnish, deliver, and dispense, all products that are submitted to Palm Beach County agencies at various facilities.

Successful bidder(s) shall be equipped with sealed, state approved, and inspected meters capable of issuing metered (delivery) tickets with each delivery. **Non-Metered deliveries shall not be accepted**.

Successful bidder(s) shall have the ability to fill above ground tanks.

Deliveries shall be made on the basis of quantities corrected to 60° Fahrenheit. Delivery ticket shall reflect net gallons delivered after temperature compensation.

Successful bidder(s) shall be fully responsible for any and/or all actions of their employees' that require clean up or ground sterilization as the result of an "improper" delivery. Successful bidder(s) shall have and shall maintain those types and quantities of materials necessary to contain spilled product(s). Successful bidder(s) shall be responsible for prompt and thorough cleanup of all spillage, as per EPA Specifications, and for any agency fines or fees that result from contamination.

Discovery or occurrence of a spill, on overfill, excess water in the tank, suspected contamination of surrounding area, suspected tank failure, or any other indication of chemical release shall be immediately reported by the successful bidder(s) to the ordering agency. Where the event is directly or indirectly the result of successful bidder's actions, the successful bidder(s) shall also affect containment and initiate cleanup immediately.

TAXES

The successful bidder(s) shall be responsible for the collection and payment of all applicable taxes for all fuels delivered, as required by law.

DEFINITIONS

Tankwagon – vehicle holding up to 4,500 gallons of fuel.

GASOLINE

The fuel furnished by the bidder shall be Ethanol-10 blended regular gasoline or regular unleaded gasoline meeting the following requirements. Gasoline, unleaded antiknock (octane) index minimum 87, per ASTM Specification D4814.

BID RESPONSE
BID #10-087/KM

FUEL, GASOLINE, ETHANOL-10 BLENDED & REGULAR UNLEADED, PURCHASE & TANKWAGON DELIVERY OF, TERM CONTRACT

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED 60 MONTH QUANTITY	SINGLE FIXED MONETARY DISCOUNT OR MARKUP FROM THE OIL PRICE INFORMATION SERVICE (OPIS) DAILY PRICES AT MIAMI, FL
1.	GASOLINE, REGULAR UNLEADED, TANKWAGON DELIVERY	GAL	57,000	BIDDER SHALL CIRCLE ONE: (+) OR (-) $_____
2.	GASOLINE, ETHANOL-10 BLENDED REGULAR, TANKWAGON DELIVERY	GAL	115,000	BIDDER SHALL CIRCLE ONE: (+) OR (-) $_____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Is Bidder aware of the IG Fee Applicability, per Term and Condition #8? YES_____ INITIAL_____

Is Qualification of Bidders information included, per Term and Condition #9? YES_____ INITIAL_____

Does bidder clearly understand the Insurance requirement, per Term and Condition #23? YES_____ INITIAL_____

*** PLEASE AFFIX SIGNATURE WHERE INDICATED**
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

FIRM NAME: **(Enter the entire legal name of the bidding entity)**	DATE:
*** SIGNATURE**:_____	PRINT NAME: PRINT TITLE:
ADDRESS: _____ CITY / STATE: _____ ZIP CODE: _____	
TELEPHONE # ( ) TOLL FREE # ( )	E-MAIL: FAX #: ( )
APPLICABLE LICENSE(S) NUMBER # _____	TYPE:_____
FEDERAL ID # _____	

STATEMENT OF NO BID
BID #10-087/KM

FUEL, GASOLINE, ETHANOL-10 BLENDED & REGULAR UNLEADED, PURCHASE & TANKWAGON DELIVERY OF, TERM CONTRACT

If you are not bidding on this service/commodity, please complete and return this form to: Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

WE, the undersigned have declined to bid due to the following reason(s):

____ Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)

____ Insufficient time to respond to the Invitation for Bid

____ We do not offer this product or an equivalent

____ Our product schedule would not permit us to perform

____ Unable to meet specifications

____ Unable to meet bond requirements

____ Specifications unclear (explain below)

____ Other (specify below)

REMARKS: _____

_____

_____

_____

_____

CERTIFICATION OF BUSINESS LOCATION
BID #: 10-087/KM

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference will be given to: (1) those bidders/proposers having a permanent place of business in Palm Beach County ("County"); and, (2) those bidders/proposers having a permanent place of business in the Glades providing goods or services to be utilized in the Glades. To receive a local preference, bidders/proposers must have a permanent place of business in the County or in the Glades, as applicable, prior to the County's issuance of any solicitation. A Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless specifically exempted by law, and will be used to verify the bidders/proposers permanent place of business. The bidder/proposer must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or proposal submission. This Certification is the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder/proposer to not receive a local preference. Please note that in order to receive a local preference, the name and address on the Business Tax Receipt must be the same name and address that is included in the bid or proposal submitted by the bidder/proposer to the County.

I. Bidder/Proposer is a:

_____ **Local Business:** A local business has a permanent place of business in Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County

_____ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

_____ **Glades Business** A Glades business has a permanent place of business in the Glades.

(Please indicate):

_____ Headquarters located in the Glades

_____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

_____ **Regional Business** The Bidder/Proposer has a permanent place of business in Broward, Martin, or Miami-Dade County.

II. The attached copy of the bidder's/proposer's Palm Beach County Business Tax Receipt verifies the bidder's/proposer's permanent place of business.

THIS CERTIFICATION is submitted by _____, as
(Name of Individual)

_____, of _____.
(Title/Position) (Firm Name of Bidder or Proposer)

who hereby certifies that the information stated above is true and correct and that the Palm Beach County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder or proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business.

_____ _____
(Signature) (Date)

DRUG-FREE WORKPLACE CERTIFICATION
BID #10-087/KM

IDENTICAL TIE BIDS/PROPOSALS - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal, and received on or before time of bid opening to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

(4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by _____ the
(Individual's Name)

_____ of _____
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____ _____
Signature Date

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: _____ PROJECT NO. OR BID NO.: _____

NAME OF PRIME BIDDER: _____ ADDRESS: _____

CONTACT PERSON: _____ PHONE NO.: _____ FAX NO.: _____

BID OPENING DATE: _____ DEPARTMENT: _____

Please list the dollar amount or percentage of work to be completed by the prime on this project.
Please also list the dollar amount or percentage of work to be completed by all subcontractors on the project.

	(Check one or both Categories) M/WBE	SBE	DOLLAR AMOUNT OR PERCENTAGE OF WORK				
Name, Address and Phone Number	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	☐	☐	_____	_____	_____	_____	_____
2.	☐	☐	_____	_____	_____	_____	_____
3.	☐	☐	_____	_____	_____	_____	_____
4.	☐	☐	_____	_____	_____	_____	_____
5.	☐	☐	_____	_____	_____	_____	_____
Total			_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total Bid Price$ _____ Total SBE - M/WBE Participation _____

Note:

1. **The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order To be counted toward goal attainment.**
2. **Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount under the appropriate category.**
3. **M/WBE information is being collected for tracking purposes only.**

SCHEDULE 2

LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: _____ PROJECT NAME: _____

TO: _____
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise _____ Minority Business Enterprise _____

Black_____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project.
Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage

_____
_____
_____

at the following price or percentage _____
(Subcontractor's quote)
and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated.
Price or Percentage_____

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

_____
(Print name of SBE-M/WBE Subcontractor)

By: _____
(Signature)

_____
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: _____

SCHEDULE 3

SBE-M/WBE ACTIVITY FORM

SBE-M/WBE ACTIVITY FOR MONTH ENDING_____ PROJECT# or Bid #:_____

PROJECT NAME_____

PRIME CONTRACTOR NAME_____

PROJECT SUPERVISOR_____

Schedule 3 is used to show the monthly payment activity to each SBE-M/WBE Subcontractor on the project. It is to be submitted by the Prime with each monthly payment request to Palm Beach County. In the SBE-M/WBE subcontracting information section, list the name(s) of each SBE-M/WBE Subcontractor on the project and the total contracted amount for each SBE-M/WBE Subcontractor on the project. Next, include the dollar amount drawn for that month along with the total amount paid to date for each SBE-M/WBE Subcontractor to date. Finally, include the date which the SBE-M/WBE Subcontractor began work on this project. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

SBE-M/WBE SUBCONTRACTING INFORMATION					SBE-M/WBE Category (check all applicable)						
Name of SBE-M/WBE Subcontractor	SBE-M/WBE Total Subcontract Amount	Amount drawn for SBE-M/WBE Subcontractor	Amount Paid to Date for SBE-M/WBE Subcontractor	Actual Starting Date	Minority Business (√)	Small Business (√)	Black	Hispanic	Women	Caucasian	Other (Please Specify)

I hereby certify that the above information is true to the best of my knowledge_____
(Signature and Title)

Return to: Palm Beach County

Additional Sheets May Be Used As Necessary

NOTE: **Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.**

SCHEDULE 4

SBE-M/WBE PAYMENT CERTIFICATION

Schedule 4 is to be completed by the SBE-M/WBE subcontractor. The Prime is to submit Schedule 4 with its Monthly Pay Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime is not to request signature from SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign unless it has received a payment from the Prime contractor. A separate payment certification is required for each SBE-M/WBE Subcontractor.

This is to certify that _____ received
SBE or M/WBE Subcontractor

(Monthly) or (Final) payment of $_____ on _____

From _____ for labor and/or materials used on PROJECT NO._____
(Prime Contractor)

PROJECT NAME_____-_____

SBE OR M/WBE SUBCONTRACTOR: _____
(Company Name)

BY: _____
(Signature of Subcontractor)

_____
(Print Name & Title of Person executing on behalf
Of Contractor)

NOTARY
STATE OF FLORIDA
COUNTY OF _____ Sworn to and subscribed before me this _____ day of _____, 20___

by_____ _____
Notary Public, State of Florida

_____
Print, Type or Stamp Commissioned Name of Notary

Personally Known ____ OR Produced Identification_____ Type of Identification Produced _____

BY:_____

_____
(Print Name & Title of Person Executing on behalf
Of Contractor Subcontractor)

NOTARY
STATE OF FLORIDA
COUNTY OF _____ Sworn to and subscribed before me this _____ day of _____, 20___

by_____ _____
Notary Public, State of Florida

_____
Print, Type or Stamp Commissioned Name of Notary

Personally Known ____ OR Produced Identification_____ Type of Identification Produced _____

Palmdale
OIL COMPANY

Date: October 22, 2014

To: Richard Scherle
Town of Lake Park
Dept. of Public Works

Re: Fuel Contract #10087 (Unleaded)

Dear Sir:

Palmdale Oil Company will honor the terms and conditions of current Contract#10087 that we currently have with Palm Beach County Board of County Commissioners to the Town of Lake Park, Dept. of Public Works.

We look forward handling your future fuel needs. And appreciate your business.

Please do not hesitate to call me with any questions you might have.

Sincerely,

Marie McClellan
Administrative Assistant

911 North 2nd Street • Ft. Pierce, Florida 34950 • Office (800) 785-7114 • Fax (772) 595-0843

An Independent franchisee of
Pacific Pride Commercial Fueling
blue Sky DIESEL EXHAUST FLUID
www.palmdaleoil.com
TOTAL
MARATHON
VALVTECT MARINE FUEL

Client#: 67371 PALOI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/17/2014

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
Gulfshore Insurance - Naples
4100 Goodlette Road North
Naples, FL 34103 -3303
239 261-3646

CONTACT NAME: Michelle A. Kalicharan
PHONE (A/C, No, Ext): 239 435-7143 FAX (A/C, No): 239 213-2852
E-MAIL ADDRESS: mkalicharan@gulfshoreinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : HDI-Gerling America Insurance C	
INSURER B : Amerisure Insurance Company	
INSURER C : Great American E&S Insurance Co	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Palmdale Oil Company, Inc.
911 N 2nd St
Fort Pierce, FL 34950

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	
A	GENERAL LIABILITY	X	X	EGGCD000015813	12/31/2013	12/31/2014	EACH OCCURRENCE	$2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$Excluded
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	X POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY	X	X	EAGCD000015813	12/31/2013	12/31/2014	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X MCS90 / X Pollution Lia							$
A	UMBRELLA LIAB X OCCUR			EXAGD000015813	12/31/2013	12/31/2014	EACH OCCURRENCE	$3,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$3,000,000
	DED X RETENTION $0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WC207405303	12/31/2013	12/31/2014	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Excess Liability			XS1944035	12/31/2013	12/31/2014	$10,000,000 Each Occurr $10,000,000 Aggregate	

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

Certificate Holder is Named as Additional Insured on a primary & non-contributory basis as respects to General Liability per ENAIPNC 0411; completed operations per CG2037 0413 and ongoing operations per CG2010 0413. Additional Insured on primary & non-contributory basis per ENCAAIPNC 0911 on Auto Liability. Waiver of subrogation in regards to General Liability per CG2404 0509, Auto Liability per FLCA0444 0312 and Workers Compensation per WC000313 0484.
(See Attached Descriptions)

CERTIFICATE HOLDER

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

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TAB 3

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 5, 2014 **Agenda Item No.** 3

Agenda Title: Award of the Annual Diesel Fuel Contract

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

Approved by Town Manager _____ **Date:** 10/22/14

David Hunt / Public Works Director

Originating Department: **Public Works**	**Est. Cost: $85,000.00** **Funding Source: F.Y. 2015 Fuel Budget** **Acct. # 001-141.200** **[X] Finance** _____	**Attachments:** **- Palm Beach County Term Contract # 150758 (exp. 10/27/14)** **- Palm Beach County Term Contract # 150758A (exp. 10/27/15)** **- Letter of Agreement from Palmdale Oil Company, Inc.** **- Certificate of Insurance**
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 Public Works Department's (DPW) heavy equipment, such as sanitation vehicles, street and stormwater maintenance equipment and commercial turf mowers are powered by diesel fuel. This equipment is fueled up at the DPW pump which dispenses from a large capacity, above-ground tank. Last fiscal year, the Town paid $84,240.00 for the delivery of almost 24,000 gallons of ultra-low sulfur diesel.

Public Works recommends that for this fiscal year, the Town purchase its diesel fuel from Palmdale Oil Company, Inc. based upon its competitively bid contract that was approved by the Palm Beach County Board of County Commissioners. Palmdale Oil has agreed to deliver diesel fuel to DPW for the same terms outlined in the County's Term Contract # 150758 and its renewal Term Contract # 150758A.

Recommended Motion:

I move to award the annual diesel fuel purchases to Palmdale Oil Company, Inc. based upon the terms of Palm Beach County's Term Contract Numbers 150758 and 150758A.

Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 616-6811
www.pbcgov.com/purchasing

Palm Beach County Board of County Commissioners

Priscilla A. Taylor, Mayor

Paulette Burdick, Vice Mayor

Hal R. Valeche

Shelley Vana

Steven L. Abrams

Mary Lou Berger

Jess R. Santamaria

County Administrator

Robert Weisman

Form L

June 27, 2014

Palmdale Oil Company, Inc.
Mr. Lechlan Cheatham
319 Industrial Ave.
Boynton Beach, FL 33426

TERM CONTRACT #150758A

Dear Mr. Cheatham:

This is to inform you that Palm Beach County Board of County Commissioners is entering into a Term Contract with your company for FUEL, DIESEL, ULTRA LOW SULFAR #2, TANKWAGON based on:

[X] RENEWAL OF CONTRACT based on SOLICITATION #150758/CC in accordance with all original terms, conditions, specifications and prices with no deviation.

The term of this contract is 10/28/14 through 10/27/15, and has an estimated dollar value of $7,000.00.

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County Departments will issue individual hard copy orders against this contract as your authorization to deliver. All invoices must reference a unique document number (e.g., CPO / DO 680 XY030305000000001111 or CPO / DO 680 XY030305*1111). Failure to provide an order number with each invoice will result in a delay in processing payment.

If you have any questions, please contact me at ccardill@pbcgov.org or (561) 616-6839.

Sincerely,

Colleen M. Cardillo

Colleen M. Cardillo
Sr. Buyer

c: Reid Raymond, Parks & Recreation
File

"An Equal Opportunity Affirmative Action Employer"

printed on recycled paper

Palmdale OIL COMPANY

Date: October 22, 2014

To: Richard Scherle
Town of Lake Park
Dept. of Public Works

Re: Fuel Contract #150758A (Ultra Lo Sulfur Diesel)

Dear Sir:

Palmdale Oil Company will honor the terms and conditions of current Contract#150758A that w currently have with Palm Beach County Board of County Commissioners to the Town of Lake Park, Dept. of Public Works.

We look forward handling your future fuel needs. And appreciate your business.

Please do not hesitate to call me with any questions you might have.

Sincerely,

Marie McClellan

Marie McClellan
Administrative Assistant

911 North 2nd Street • Ft. Pierce, Florida 34950 • Office (800) 785-7114 • Fax (772) 595-0843

An Independent franchisee of
blue Sky DIESEL EXHAUST FLUID
www.palmdaleoil.com
TOTAL
MARATHON
VALVOLINE MARINE FUEL

Form L

October 25, 2013

Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 616-6811
www.pbcgov.com/purchasing

Palm Beach County Board of County Commissioners

Steven L. Abrams, Mayor
Priscilla Taylor, Vice Mayor
Hal R. Valeche
Paulette Burdick
Shelley Vana
Mary Lou Berger
Jess R. Santamaria

County Administrator

Robert Weisman

"An Equal Opportunity Affirmative Action Employer"

printed on recycled paper

Palmdale Oil Company, Inc.
Mr. Lachlan Cheatham
319 Industrial Ave.
Boynton Beach, FL 33426

Dear Mr. Cheatham: RE: TERM CONTRACT # 150758

This is to inform you that Palm Beach County Board of County Commissioners is entering into a Term Contract with your company for FUEL, DIESEL, ULTRA LOW SULFAR #2, TANKWAGON, PURCHASE & DELIVERY based on:

[X] SOLICITATION # 150758/CC

[ ] RENEWAL OF CONTRACT based on SOLICITATION #_____ in accordance with all original terms, conditions, specifications and prices with no deviation.

[ ] EXTENSION OF CONTRACT based on SOLICITATION #_____

[ ] SOLE SOURCE CONTRACT #_____
Vendor shall notify Purchasing immediately if the sole source status changes.

[ ] STATE OF FLORIDA CONTRACT #_____

[ ] OTHER:_____

The term of this contract is 10/28/13 through 10/27/14, and has an estimated dollar value of $9,000.00.

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County Departments will issue individual hard copy orders against this contract as your authorization to deliver. All invoices must reference a unique document number (e.g. CPO/DO 680 XY03030500000000001111 or CPO/DO 680 XY030305*1111). Failure to provide an order number with each invoice will result in a delay in processing payment.

If you have any questions, please contact me at (561) 616-6839.

Sincerely,

Colleen M. Cardillo

Colleen M. Cardillo
Senior Buyer

c: Eric Garber, Parks & Recreation
Reid Raymond, Parks & Recreation
File

Form P

REQUEST FOR QUOTATION

THIS IS NOT AN ORDER

BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY PURCHASING DEPARTMENT
50 S. MILITARY TRAIL, SUITE 110, WEST PALM BEACH, FL 33415-3199
PHONE (561) 616-6839 FAX (561) 242-6739
E-Mail: ccardill@pbcgov.com

RFQ #: 150758/CC
BUYER: COLLEEN CARDILLO
DATE: October 1, 2013

To ensure that your offer is considered it must be received in Palm Beach County Purchasing no later than 4:00 PM, PALM BEACH COUNTY LOCAL TIME, on October 8, 2013. Offers received after this time will not be considered. [redacted]

TITLE: FUEL, DIESEL, ULTRA LOW SULFAR #2, TANKWAGON, PURCHASE & DELIVERY, TERM CONTRACT

Quotations are requested for furnishing the goods/services described below in accordance with applicable terms, conditions and specifications as set forth herein without any modification, change or alterations to any terms, conditions or provisions of this solicitation, unless specifically approved in writing by the County. ALL QUOTATIONS MUST BE F.O.B. DESTINATION. PALM BEACH COUNTY IS EXEMPT from FEDERAL, STATE and CITY TAXES. An Exemption Certificate will be furnished upon request.

By submitting an offer which is accepted by the County, a binding contract is formed in accordance with the terms, conditions and specifications as set forth in this RFQ (Request for Quotation) and in the Purchase Order/Term Contract Standard Terms and Conditions located at (www.pbcgov.com/purchasing).

CONDITIONED OFFERS: Vendors are cautioned that any condition, qualification, provision, or comment in their quote, or in other correspondence transmitted with their quote, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their quote and shall be considered as non-responsive.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	SINGLE FIXED MONETARY DISCOUNT OR MARKUP FROM THE OIL PRICE INFORMATION SERVICE (OPIS) DAILY PRICES AT MIAMI, FL
1.	FUEL, DIESEL, ULTRA LOW SULFAR #2, RED DYE, WITH BIOCIDE ADDITIVE, TANKWAGON DELIVERY	GAL	3,000	VENDOR SHALL CIRCLE ONE: (+) OR (-) $ .15

Is Qualification of Vendors information included, per Term and Condition #1? YES ✓ INITIAL LC

Does vendor clearly understand the insurance requirement, per Term and Condition #14? YES ✓ INITIAL LC

PLEASE COMPLETE AND AFFIX SIGNATURE BELOW

FIRM NAME: Palmdale Oil Company Inc.

ADDRESS: 319 Industrial Ave CITY Boynton Beach STATE FL ZIP 33426

SIGNATURE OF AUTHORIZED AGENT: L Cheatham DATE: 10/8/2013

IT IS THE VENDOR'S SOLE RESPONSIBILITY TO ROUTINELY CHECK OUR WEBSITE FOR ANY AMENDED RFQ'S THAT MAY HAVE BEEN ISSUED PRIOR TO THE DEADLINE FOR RECEIPT OF QUOTES

NAME OF AUTHORIZED AGENT: Lachlan Cheatham TITLE: President
PRINT OR TYPE

PHONE NO. 561 732 2433 FAX NO. 561 736 0401 FED ID # or SS # 57-2358666

E-MAIL ADDRESS: lach@palmdaleoil.com

QUOTATIONS ACCEPTED ON THIS FORM ONLY
IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE REQUESTED IN AN ALTERNATE FORMAT

Form P

REQUEST FOR QUOTATION

THIS IS NOT AN ORDER

BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY PURCHASING DEPARTMENT
50 S. MILITARY TRAIL, SUITE 110, WEST PALM BEACH, FL 33415-3199
PHONE (561) 616-6839 FAX (561) 242-6739
E-Mail: ccardill@pbcgov.com

RFQ #: 150758/CC
BUYER: COLLEEN CARDILLO
DATE: October 1, 2013

To ensure that your offer is considered it must be received in Palm Beach County Purchasing no later than 4:00 PM, PALM BEACH COUNTY LOCAL TIME, on October 8, 2013. Offers received after this time will not be considered. *** FAXED OR EMAILED RESPONSES ACCEPTED *******

TITLE: FUEL, DIESEL, ULTRA LOW SULFAR #2, TANKWAGON, PURCHASE & DELIVERY, TERM CONTRACT

Quotations are requested for furnishing the goods/services described below in accordance with applicable terms, conditions and specifications as set forth herein without any modification, change or alterations to any terms, conditions or provisions of this solicitation, unless specifically approved in writing by the County. ALL QUOTATIONS MUST BE F.O.B. DESTINATION. PALM BEACH COUNTY IS EXEMPT from FEDERAL, STATE and CITY TAXES. An Exemption Certificate will be furnished upon request.

By submitting an offer which is accepted by the County, a binding contract is formed in accordance with the terms, conditions and specifications as set forth in this RFQ (Request for Quotation) and in the Purchase Order/Term Contract Standard Terms and Conditions located at (www.pbcgov.com/purchasing).

CONDITIONED OFFERS: Vendors are cautioned that any condition, qualification, provision, or comment in their quote, or in other correspondence transmitted with their quote, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their quote and shall be considered as non-responsive.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	SINGLE FIXED MONETARY DISCOUNT OR MARKUP FROM THE OIL PRICE INFORMATION SERVICE (OPIS) DAILY PRICES AT MIAMI, FL
1.	FUEL, DIESEL, ULTRA LOW SULFAR #2, RED DYE, WITH BIOCIDE ADDITIVE, TANKWAGON DELIVERY	GAL	3,000	VENDOR SHALL CIRCLE ONE: (+) OR (-) $_____

Is Qualification of Vendors information included, per Term and Condition #1? YES _____ INITIAL _____

Does vendor clearly understand the Insurance requirement, per Term and Condition #14? YES _____ INITIAL _____

PLEASE COMPLETE AND AFFIX SIGNATURE BELOW

FIRM NAME: _____

ADDRESS: _____ **CITY** _____ **STATE** _____ **ZIP** _____

SIGNATURE OF AUTHORIZED AGENT: _____ **DATE:** _____

IT IS THE VENDOR'S SOLE RESPONSIBILITY TO ROUTINELY CHECK OUR WEBSITE FOR ANY AMENDED RFQ'S THAT MAY HAVE BEEN ISSUED PRIOR TO THE DEADLINE FOR RECEIPT OF QUOTES

NAME OF AUTHORIZED AGENT: _____ **TITLE:** _____
PRINT OR TYPE

PHONE NO. _____ **FAX NO.** _____ **FED ID # or SS #** _____

E-MAIL ADDRESS: _____

QUOTATIONS ACCEPTED ON THIS FORM ONLY
IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE REQUESTED IN AN ALTERNATE FORMAT

TERMS & CONDITIONS
RFQ #150758/CC

FUEL, DIESEL, ULTRA LOW SULFAR #2, TANKWAGON, PURCHASE & DELIVERY, TERM CONTRACT

1. QUALIFICATION OF VENDORS

This RFQ shall be awarded only to a responsive and responsible vendor, qualified to provide the goods and/or service specified. The vendor shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The vendor should submit the following information with their response; however, if not included, it shall be the responsibility of the vendor to submit all evidence, as solicited, within a time frame specified by the County (normally within two working days of request). Failure of a vendor to provide the required information within the specified time frame is considered sufficient cause for rejection. **Information submitted with a previous RFQ/bid shall not satisfy this provision.**

A. List a minimum of three (3) references in which similar goods and/or services have been provided within the past three (3) years including scope of work, contact names, addresses, e-mail addresses, telephone numbers and dates of service on the attached reference sheet included herein. A contact person shall be someone who has personal knowledge of the vendor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement.

B. Provide the name, address and phone number of the person(s) to be contacted for the placement of orders and the coordination of deliveries. A contact for both regular work hours and after work hours, weekends, and holidays shall also be identified.

2. AWARD (ALL-OR-NONE)

Palm Beach County shall award this RFQ to the lowest, responsive, responsible vendor offering the greatest single fixed monetary discount from or the least single fixed monetary markup to the oil price information service (OPIS) daily prices at Miami, FL on an all-or-none, total offer basis.

3. INVOICES

When invoicing the County for goods purchased under this solicitation, the successful vendor must provide a separate and complete invoice for every delivery made to the County. Each invoice shall contain the following information:

A. Ordering agency and caller name
B. Applicable delivery order number (DO)
C. Date of delivery
D. Delivery location, specific enough to distinguish it from other deliveries, and tank number (if available)
E. OPIS Daily for specified delivery date
F. Type of fuel delivered
G. Gross gallons and net gallons delivered
H. Separate line item(s) for applicable taxes and fees

4. AUDIT

All items sold to Palm Beach County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates the successful vendor has not honored quoted price lists and discounts, the successful vendor shall be liable for any and all overage charges, and may be considered in default of this contract.

5. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of twelve (12) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

6. F.O.B. POINT

The F.O.B. point shall be destination. Exact delivery point will be indicated on the term contract delivery order (DO). Responses showing other than F.O.B. destination shall be rejected. Vendor retains title and assumes all transportation charges, responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

7. ADDITION / DELETION OF DELIVERY LOCATIONS

Palm Beach County reserves the right to add or delete delivery locations during the term of the contract at its sole discretion.

8. DELIVERY / RESPONSE TIME

A. Delivery shall be required within twenty-four (24) hours after receipt of term contract delivery order (DO) unless a modified delivery date has been requested by the successful vendor and approved in writing by the Purchasing Department or the designated County representative. Failure of the successful vendor to perform to the delivery requirement is sufficient cause for default and termination of the contract.

B. Deliveries shall be made during normal working hours, Monday through Friday, 8:00 a.m. to 2:00 p.m., excluding holidays, unless ordering agency specifically requests otherwise, in which case, requested delivery date and time shall become the required delivery time.

C. Orders placed on Friday shall be delivered no later than 2:00 p.m. the following Monday, unless the ordering agency specifically requests otherwise, in which case, requested delivery date and time shall become the required delivery time.

D. If the successful vendor is unable to meet the delivery requirements, it shall be the responsibility of the successful vendor to so state at the time service is requested.

E. At time of delivery, successful vendor(s) shall present a delivery ticket / bill of lading to a County representative, or, if requested, deliver document to a specified location. The delivery / bill of lading shall include:
   1. Bill of lading number
   2. Name of supplier and carrier
   3. Date and time of delivery
   4. Type of fuel delivered
   5. Gross gallons and net gallons delivered
   6. Inches in fuel tank, before and after delivery
   7. Driver's signature
   8. Signature of Palm Beach County employee receiving delivery, unless otherwise indicated
   9. Delivery address

9. AS SPECIFIED

A term contract delivery order (DO) will be issued to the successful vendor with the understanding that all items delivered must meet the specifications herein. Palm Beach County will return, at the expense of the successful vendor, items not delivered as specified.

At the option of Palm Beach County, item(s) from any delivery may be submitted to an independent testing laboratory to determine conformity to respective specifications. Vendors shall assume full responsibility for payment of any and all charges for testing and analysis of any product offered or delivered that does not conform to the minimum required specifications.

10. QUANTITY

The quantities shown are estimated. Palm Beach County reserves the right to increase or decrease the total quantities as necessary to meet actual requirements. Unless stipulated otherwise, Palm Beach County will accept NO minimum order requirements. Additionally, vendors are cautioned to respond in accordance with the unit specified on the response page.

11. RENEWAL OPTION

The successful bidder shall be awarded a contract for twelve (12) months with the option to renew for four (4) additional twelve (12) month periods. The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners. A renewal shall be revoked if a vendor is suspended by the Purchasing Department prior to the commencement of the renewal period.

12. WORK SITE SAFETY/SECURITY

The successful vendor shall at all times guard against damage or loss to the property of Palm Beach County, the vendor's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the successful vendor shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and insure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, successful vendor shall provide for the prompt removal of all debris from Palm Beach County property. Palm Beach County may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the successful vendor or its agents.

13. INSURANCE REQUIRED

It shall be the responsibility of the successful vendor to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Purchasing Department, Attention Buyer, 50 South Military Trail, Suite 110, West Palm Beach, Florida 33415. Subsequently, the successful vendor shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to CertFocus at www.certfocus.com or fax (877) 237-8560, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance. Successful vendor shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than $500,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

Business Auto Policy, including the MCS-90 Motor Carrier Act Endorsement and/or CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos – Business Auto, Motor Carrier and Truckers Coverage Forms Endorsement, at a minimum limit not less than $1,000,000 per occurrence providing coverage for damages against such third-party liability, remediation and defense costs. In the event the policy includes a self-insured retention or deductible in excess of $100,000, Palm Beach County reserves the right, but not the obligation, to review and request a copy of the CONTRACTORS most recent annual report or audited financial statements. The policy shall be endorsed to include "Palm Beach Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents as Additional Insured.". (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event successful bidder neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful bidder to maintain only Hired & Non-Owned auto Liability. If vehicles are acquired throughout the term of the contract, bidder agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Workers' Compensation and Employer's Liability Insurance. Successful vendor shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful vendor in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request). Failure to provide required insurance shall render your submittal non responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. It is the responsibility of the successful vendor to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract.

All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage.

Vendor shall agree that all insurance coverage required herein shall be provided by Vendor to County on a primary basis.

14. SBE ORDINANCE

Item 1 - Policy

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods and services to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Sections 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a vendor being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

Item 2 – Contract Award Criteria

For purchases made as a result of this solicitation, the County shall make an award to the vendor who is certified as a small business with Palm Beach County and who is within 10% of the lowest responsive, responsible vendor, providing that the small business is also deemed responsive and responsible to the terms and conditions of the solicitation.

Item 3 - SBE Certification

Only those firms certified as a small business enterprise by Palm Beach County at the time responses are due shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY.** It is the responsibility of the vendor to confirm the certification of any proposed SBE; therefore, it is recommended that vendors visit the on-line Vendor Directory at www.pbcgov.org/osba to verify SBE certification.

Item 4 - Decertification

As part of the consideration for award under the SBE Ordinance, any firm/proposer decertified by Palm Beach County shall be considered non-responsive to the SBE requirements.

SPECIFICATIONS
RFQ #150758/CC

FUEL, DIESEL, ULTRA LOW SULFAR #2, TANKWAGON, PURCHASE & DELIVERY, TERM CONTRACT

PURPOSE AND INTENT

The sole purpose and intent of this Request for Quotation (RFQ) is to secure a single fixed monetary discount or markup from the Oil Price Information Service (OPIS) Daily prices at Miami, FL for the purchase and tankwagon delivery of Diesel Fuel, Ultra Low Sulfar #2, for the Southwinds Golf Course on an as needed basis.

SUCCESSFUL VENDOR'S RESPONSIBILITIES

Product delivered as a result of this solicitation shall conform to the specifications issued by the State of Florida and comply with all Federal, State and local laws and regulations applicable on date of delivery. **Palm Beach County shall not accept "bottoms" as an acceptable product.**

Successful vendor shall be adequately equipped, staffed, and supplied to, promptly, and efficiently furnish, deliver, and dispense, all products that are submitted to the Southwinds Golf Course.

The successful vendor's vehicles shall be equipped with sealed State of Florida approved and inspected meters capable of providing metered delivery tickets with each delivery made to Southwinds Golf Course. In addition, vehicles shall meet all federal, state, county and local mechanical and safety requirements and must be able to pass inspection at all times. All required safety equipment shall be carried on vehicles during deliveries to Southwinds Golf Course. **Non-Metered deliveries shall not be accepted.**

Deliveries shall be made on the basis of quantities adjusted to 60°F in accordance with latest edition of American Society for Testing and Materials (ASTM) Table 6B, Volume II, Petroleum Measurement Tables. Delivery ticket shall reflect the net gallons delivered after temperature compensation.

Successful vendor shall be fully responsible for any and/or all actions of their employees' that require clean up or ground sterilization as the result of an "improper" delivery. Successful vendor shall have and shall maintain those types and quantities of materials necessary to contain spilled products. Successful vendor shall be responsible for prompt and thorough cleanup of all spillage, as per EPA Specifications, and for any agency fines or fees that result from contamination.

Discovery or occurrence of a spill, on overfill, excess water in the tank, suspected contamination of surrounding area, suspected tank failure, or any other indication of chemical release shall be immediately reported by the successful vendor to the ordering agency. Where the event is directly or indirectly the result of successful vendor's actions, the successful vendor shall also affect containment and initiate cleanup immediately.

TAXES

The successful vendor shall be responsible for the collection and payment of all applicable taxes for all fuels delivered, as required by law.

TECHNICAL REQUIREMENTS

Item 1: Diesel Fuel

All diesel fuels shall conform to the latest edition of ASTM specifications D-975: Diesel fuel shall be ultra low sulfur number two (#2), red dye – for off road use with the Additive Biocide to deter algae growth.

Item 2: Taxes and Fees on Diesel Fuel

TANK CAPACITY: 500 Gallons

DELIVERY: Contractor shall arrange delivery schedule with facility representative. Delivery days are Monday thru Friday between 8:00 AM and 2:00 PM. Deliveries must be unloaded and ready for inspection prior to 2:00 PM. Deliveries not complying with these requirements may be rejected and will have to be re-delivered at contractor's expense.

DELIVERY CONTACTS: Pete Arvanitis 561-483-1305 Cell: 954-559-5533
E-mail Address: parvanit@pbcgov.org

OR (If Pete is unavailable)

Mary Giraldo 561-483-1305
E-mail Address: mgiraldo@pbcgov.org

DELIVERY ADDRESS:

Southwinds Golf Course
19557 Lyons Road.
Boca Raton, Fl 33434

County's Acceptance:

Payment shall be rendered **only** upon the County's acceptance of said product. Acceptance is defined as delivery of diesel fuel, ultra low sulfar #2, red dye, with the Additive Biocide, to the referenced location followed by a signature of an office staff or manager.

QUALIFICATIONS OF VENDORS
REFERENCES FOR RFQ #150758/CC

List references in accordance with qualifications of vendor, when applicable.

CUSTOMER NAME: _____
(PLEASE PRINT OR TYPE)

ADDRESS: _____
(PLEASE PRINT OR TYPE)

PHONE NUMBER: ( ) _____ FAX NUMBER: ( ) _____ E-MAIL: _____

CONTACT NAME: _____
(PLEASE PRINT OR TYPE)

SCOPE OF WORK: _____
(PLEASE PRINT OR TYPE)

_____

_____

START DATE: _____ END DATE: _____

CUSTOMER NAME: _____
(PLEASE PRINT OR TYPE)

ADDRESS: _____
(PLEASE PRINT OR TYPE)

PHONE NUMBER: ( ) _____ FAX NUMBER: ( ) _____ E-MAIL: _____

CONTACT NAME: _____
(PLEASE PRINT OR TYPE)

SCOPE OF WORK: _____
(PLEASE PRINT OR TYPE)

_____

_____

START DATE: _____ END DATE: _____

CUSTOMER NAME: _____
(PLEASE PRINT OR TYPE)

ADDRESS: _____
(PLEASE PRINT OR TYPE)

PHONE NUMBER: ( ) _____ FAX NUMBER: ( ) _____ E-MAIL: _____

CONTACT NAME: _____
(PLEASE PRINT OR TYPE)

SCOPE OF WORK: _____
(PLEASE PRINT OR TYPE)

_____

_____

START DATE: _____ END DATE: _____

Client#: 67371 PALOI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/17/2014

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
Gulfshore Insurance - Naples
4100 Goodlette Road North
Naples, FL 34103 -3303
239 261-3646

CONTACT NAME: Michelle A. Kalicharan
PHONE (A/C, No, Ext): 239 435-7143 FAX (A/C, No): 239 213-2852
E-MAIL ADDRESS: mkalicharan@gulfshoreinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : HDI-Gerling America Insurance C	
INSURER B : Amerisure Insurance Company	
INSURER C : Great American E&S Insurance Co	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Palmdale Oil Company, Inc.
911 N 2nd St
Fort Pierce, FL 34950

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	
A	GENERAL LIABILITY	X	X	EGGCD000015813	12/31/2013	12/31/2014	EACH OCCURRENCE	$2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$Excluded
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	X POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY	X	X	EAGCD000015813	12/31/2013	12/31/2014	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X MCS90 / X Pollution Lia							$
A	UMBRELLA LIAB X OCCUR			EXAGD000015813	12/31/2013	12/31/2014	EACH OCCURRENCE	$3,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$3,000,000
	DED X RETENTION $0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WC207405303	12/31/2013	12/31/2014	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Excess Liability			XS1944035	12/31/2013	12/31/2014	$10,000,000 Each Occurr $10,000,000 Aggregate	

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

Certificate Holder is Named as Additional Insured on a primary & non-contributory basis as respects to General Liability per ENAIPNC 0411; completed operations per CG2037 0413 and ongoing operations per CG2010 0413. Additional Insured on primary & non-contributory basis per ENCAAIPNC 0911 on Auto Liability. Waiver of subrogation in regards to General Liability per CG2404 0509, Auto Liability per FLCA0444 0312 and Workers Compensation per WC000313 0484.
(See Attached Descriptions)

CERTIFICATE HOLDER

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

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Ordinance on First Reading

TAB 4

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 5, 2014 **Agenda Item No.** 4

Agenda Title: REQUEST TO UPDATE THE CAPITAL IMPROVEMENTS SCHEDULE IN THE TOWN'S COMPREHENSIVE PLAN CAPITAL IMPROVEMENTS ELEMENT.

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

Approved by Town Manager _____ **Date:** 10/23/14

Nadia Di Tommaso / Community Development Director _____
Name/Title

Originating Department:	Costs: $ 0	**Attachments:**
Community Development	Funding Source: Acct: # [ ] Finance	→ **Ordinance 14-2014** → **Copy of previously approved schedule via Ordinance 17-2013**
Advertised: ***N/A 1st reading*** 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 ***ND*** **Please initial one.**

Summary Explanation/Background:

Beginning in 2005, local governments were required to update their five-year Capital Improvements Schedule (CIS) as an annual amendment to the Comprehensive Plan to demonstrate a financially feasible schedule. Per House Bill (HB) 7207, the "Community Planning Act", adopted on June 2, 2011, the five-year schedule of capital improvements is no longer required to demonstrate that the CIS is financially feasible; however, local governments must still review and update their CIS by the adoption of an ordinance. This ordinance is no longer subject to the review of the Department of Economic Opportunity (formerly the Department of Community Affairs). Such modifications to update the five-year CIS are not deemed amendments to the local Comprehensive Plan and therefore, do not need to adhere to the comprehensive plan amendment process. Due to the fact that such an

update is still accomplished by the adoption of an ordinance by the Town Commission, a public hearing is required.

In accordance with the legislation enacted by the Community Planning Act, all local governments must review and update the Five-Year Capital Improvement Schedule of their Comprehensive Plan Capital Improvements Element consistent with the requirements of Section 163.3177 and Section 163.3180, Florida Statutes. The Capital Improvements Element identifies capital projects needed to maintain, or promote, Level of Service (LOS) standards. The Schedule of Capital Improvements includes Town projects which may be funded by federal, state or local money sources.

A CIS allows for:

- A systematic evaluation of all potential projects at the same time.
- The ability to stabilize debt and consolidate projects.
- A public relations and economic development tool.
- Focus on preserving a governmental entity's infrastructure while ensuring the efficient use of public funds.
- An opportunity to foster cooperation among departments and an ability to inform other units of government of the entity's priorities. For examples, a State grant looks highly on applications for projects that are included in the CIS.

Staff is proposing the following update to the CIS:

2014/15 UPDATE TO THE TOWN OF LAKE PARK COMPREHENSIVE PLAN CAPITAL IMPROVEMENTS ELEMENT AND FIVE YEAR CAPITAL IMPROVEMENT SCHEDULE

1. Amend Policy 1.11 as follows:

Policy 1.11 The following Capital Improvements Schedule, as it is annually updated in accordance with State growth management requirements, includes all projects scheduled to meet or improve the adopted Level of Service Standards during the five-year planning period, and other projects that further the implementation of this Comprehensive Plan and its goals, objectives and policies.

TOWN OF LAKE PARK FIVE YEAR CAPITAL IMPROVEMENT SCHEDULE[1], 2014/15 – 2018/19

Project Category	Project Name	14/15	15/16	16/17	17/18	18/19	Funding Source
4	Shuttering and hardening of all Town buildings	$0	$125,000	$100,000	$0	$0	Grant
4	Tennis courts and lighting and Park restrooms	$416,000	$0	$0	$0		Grant ($403,590 --FY 14/15), General Fund ($12,410-FY 14/15)
2, 4	Lake Shore Drive Drainage Improvements	$0	$800,000	$800,000	$800,000	$800,000	Stormwater Utility Assessment ($75,000 each FY), Grant
4	Lake Shore Drive Promenade	$0	$150,000				Grant
4	New marina parking lot	$0	$500,000	$500,000	$500,000	$500,000	Grant
2, 4	10th Street south of Park Avenue – drainage, lighting, paving, trees	$0	$500,000	$500,000	$500,000	$500,000	Grant, Stormwater Utility Assessment (50/50 split each FY)
2,4	Park Avenue Improvements from 7th Street to 10th Street through and including the FED Railroad Intersection	$0	$300,000/ $25,000 for FEC	$300,000/ $25,000 for FEC	$300,000/ $25,000 for FEC	$300,000/ $25,000 for FEC	Grant ($250,000 each FY), CRA Funding ($75,000 each FY)
4	Town Hall Renovations (Floor Mirror Ballroom, Exterior Painting, Ceiling Clerk's Office, Awnings Exterior Doors, Stage Refinishing, carpeting, Window/Door repairs)	$18,250	$75,000	$75,000	$75,000	$75,000	Grant, General Fund ($18,250 for FY 14/15 only) (50/50 split all other FY's)

1 Note: The Town's ability to implement certain projects in accordance with this schedule is contingent upon the receipt of grant funds as identified in the "Funding Source" column.

2	Vehicle Replacement Plan	$0	$119,000	$259,000	$259,000	$119,000	General Fund
2	Sanitary Sewers in Tri-City Industrial Park; Lake Park Public Works; and Water Tower Road/Old Dixie Highway commercial property	$0	$300,000	$300,000	$300,000	$300,000	Special Assessment
2	Outfall to C-17 Canal	$100,000	$0	$0	$0	$0	Stormwater Fund
	Total	$534,250	$2,894,000	$2,859,000	$2,759,000	$2,619,000	

Project Category Codes
1 – Project necessary to achieve Level of Service
2 – Project will enhance ability to continue to meet Level of Service
3 – Project will enhance ability to meet Level of Service for Optional Element
4 – Project will further the achievement of Comprehensive Plan goals, objectives and policies.

TOWN OF LAKE PARK ESTIMATED FUNDING SOURCES FOR CAPITAL IMPROVEMENTS 2014/15-2018/19

Funding Source	**14/15**	**15/16**	**16/17**	**17/18**	**18/19**
General Fund	$30,660	$156,500	$296,500	$296,500	$156,500
Stormwater Utility Assessment	$0	$325,000	$325,000	$325,000	$325,000
Grants	$403,590	$2,037,500	$1,862,500	$1,762,500	$1,762,500
Special Assessment	$0	$300,000	$300,000	$300,000	$300,000
CRA Funding	$0	$75,000	$75,000	$75,000	$75,000
Stormwater Fund	$100,000	$0	$0	$0	$0
Total	$534,250	$2,894 ,000	$2,859,000	$2,759,000	$2,619,000

<u>Recommended Motion:</u> I move to APPROVE Ordinance No. 14-2014 on first reading.

ORDINANCE NO. 14-2014

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, UPDATING THE CAPITAL IMPROVEMENTS ELEMENT OF ITS COMPREHENSIVE PLAN; PROVIDING FOR AN UPDATED FIVE YEAR CAPITAL IMPROVEMENTS SCHEDULE; PROVIDING FOR THE UPDATE TO THE TEXT OF THE CAPITAL IMPROVEMENTS SCHEDULE SO AS TO BE CONSISTENT WITH THE NEW SCHEDULE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature originally required local governments to annually amend their comprehensive plans to update the Capital Improvements Element, including the Five Year Schedule of Capital Improvements contained therein; and

WHEREAS, pursuant to House Bill 7207 the Florida Legislature repealed the requirement that local governments annually amend their comprehensive plans thereby removing the obligation of the state land planning agency's review of the plan amendments of local governments; and

WHEREAS, local governments are now only required to review their Capital Improvements Element and adopt any update thereto pursuant to an Ordinance which is not subject to review by the State land planning agency; and

WHEREAS, the Town staff has prepared an Ordinance which amends the Schedule in the Capital Improvements Element of its comprehensive plan, and;

WHEREAS, the Town Commission of the Town of Lake Park has held the duly required public hearings to adopt this update to its Comprehensive Plan.

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

Section 1: The whereas clauses are incorporated herein as the Commission's legislative findings.

Section 2: Exhibit "A" which is attached hereto and incorporated herein contains the text of the 2014/15 Update to the Town of Lake Park Comprehensive Plan Capital Improvements Element's Five Year Capital Improvements Schedule.

Section 3: A copy of the current Comprehensive Plan, as amended from time to time, shall be kept on file in the Office of the Town Clerk.

Section 4: A copy of the current Comprehensive Plan, as amended from time to time shall also be maintained in the Department of Community Development.

Section 5: All Ordinances or parts of Ordinances in conflict are hereby repealed.

Section 6: Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

Section 7: The Ordinance shall become effective upon adoption.

Exhibit "A"

2014/15 UPDATE TO THE TOWN OF LAKE PARK COMPREHENSIVE PLAN CAPITAL IMPROVEMENTS ELEMENT AND FIVE YEAR CAPITAL IMPROVEMENT SCHEDULE

1. Amend Policy 1.11 as follows:

Policy 1.11 The following Capital Improvements Schedule, as it is annually updated in accordance with State growth management requirements, includes all projects scheduled to meet or improve the adopted Level of Service Standards during the five-year planning period, and other projects that further the implementation of this Comprehensive Plan and its goals, objectives and policies.

TOWN OF LAKE PARK FIVE YEAR CAPITAL IMPROVEMENT SCHEDULE[1], 2014/15 – 2018/19

Project Category	Project Name	14/15	15/16	16/17	17/18	18/19	Funding Source
4	Shuttering and hardening of all Town buildings	$0	$125,000	$100,000	$0	$0	Grant
4	Tennis courts and lighting and Park restrooms	$416,000	$0	$0	$0		Grant ($403,590 – FY 14/15), General Fund ($12,410- FY 14/15)
2, 4	Lake Shore Drive Drainage Improvements	$0	$800,000	$800,000	$800,000	$800,000	Stormwater Utility Assessment ($75,000 each FY), Grant
4	Lake Shore Drive Promenade	$0	$150,000				Grant
4	New marina parking lot	$0	$500,000	$500,000	$500,000	$500,000	Grant
2, 4	10th Street south		$500,000	$500,00	$500,00	$500,00	Grant,

[1] Note: The Town's ability to implement certain projects in accordance with this schedule is contingent upon the receipt of grant funds as identified in the "Funding Source" column.

	of Park Avenue – drainage, lighting, paving, trees	$0		0	0	0	Stormwater Utility Assessment (50/50 split each FY)
2,4	Park Avenue Improvements from 7th Street to 10th Street through and including the FED Railroad Intersection	$0	$300,000/ $25,000 for FEC	$300,000/ $25,000 for FEC	$300,000/ $25,000 for FEC	$300,000/ $25,000 for FEC	Grant ($250,000 each FY), CRA Funding ($75,000 each FY)
4	Town Hall Renovations (Floor Mirror Ballroom, Exterior Painting, Ceiling Clerk's Office, Awnings Exterior Doors, Stage Refinishing, carpeting, Window/Door repairs)	$18,250	$75,000	$75,000	$75,000	$75,000	Grant, General Fund ($18,250 for FY 14/15 only) (50/50 split all other FY's)
2	Vehicle Replacement Plan	$0	$119,000	$259,000	$259,000	$119,000	General Fund
2	Sanitary Sewers in Tri-City Industrial Park; Lake Park Public Works; and Water Tower Road/Old Dixie Highway commercial property	$0	$300,000	$300,000	$300,000	$300,000	Special Assessment
2	Outfall to C-17 Canal	$100,000	$0	$0	$0	$0	Stormwater Fund
	Total	$534,250	$2,894,000	$2,859,000	$2,759,000	$2,619,000	

Project Category Codes
1 – Project necessary to achieve Level of Service
2 – Project will enhance ability to continue to meet Level of Service
3 – Project will enhance ability to meet Level of Service for Optional Element
4 – Project will further the achievement of Comprehensive Plan goals, objectives and policies.

TOWN OF LAKE PARK ESTIMATED FUNDING SOURCES FOR CAPITAL IMPROVEMENTS 2014/15-2018/19

Funding Source	**14/15**	**15/16**	**16/17**	**17/18**	**18/19**
General Fund	$30,660	$156,500	$296,500	$296,500	$156,500
Stormwater Utility Assessment	$0	$325,000	$325,000	$325,000	$325,000
Grants	$403,590	$2,037,500	$1,862,500	$1,762,500	$1,762,500
Special Assessment	$0	$300,000	$300,000	$300,000	$300,000
CRA Funding	$0	$75,000	$75,000	$75,000	$75,000
Stormwater Fund	$100,000	$0	$0	$0	$0
Total	$534,250	$2,894 ,000	$2,859,000	$2,759,000	$2,619,000

for reference only

from (ORD 17-2013)

EXHIBIT "A"

2013/14 UPDATE TO THE TOWN OF LAKE PARK COMPREHENSIVE PLAN CAPITAL IMPROVEMENTS ELEMENT AND FIVE YEAR CAPITAL IMPROVEMENT SCHEDULE

1. Amend Policy 1.11 as follows:

Policy 1.11 The following Capital Improvements Schedule, as it is annually updated in accordance with State growth management requirements, includes all projects scheduled to meet or improve the adopted Level of Service Standards during the five-year planning period, and other projects that further implementation of this Comprehensive Plan and its goals, objectives and policies.

TOWN OF LAKE PARK FIVE YEAR CAPITAL IMPROVEMENT SCHEDULE[1]
20~~14~~3– 20~~16~~8

Project Category	Project Name	~~11/12~~	~~12/13~~	13/14	14/15	15/16	16/17	17/18	Funding Source
4	Shuttering and hardening of all Town buildings	~~$225,000~~	~~0~~	0	~~0~~ $125,000	~~0~~ $100,000	0	0	Grant
4	Tennis courts and ballfields ~~resurfacing and~~ lighting	~~$100,000~~	~~0~~	0	~~0~~ $50,000	~~0~~ $100,000	0	0	Grant
2, 4	Lake Shore Drive Drainage Improvements	~~0~~	~~$1,000,000~~	~~$1,000,000~~	~~$1,000,000~~ $800,000	~~$1,000,000~~ $800,000	$800,000	$800,000	Stormwater Utility Assessment, Grant
4	Lake Shore Drive Promenade	~~0~~	~~0~~	~~$1,000,000~~	~~$1,000,000~~ 150,000	0			Grant
4	New marina parking lot	~~$338,000~~	~~0~~	0	~~0~~ $500,000	~~0~~ $500,000	$500,000	$500,000	Grant
2, 4	10th Street south of Park Avenue – drainage, lighting, paving, trees	~~0~~	~~$500,000~~	~~$500,000~~	$500,000	$500,000	$500,000	$500,000	Grant, Stormwater Utility Assessment,
~~2, 4~~	~~Ball field Expansion/Renovation~~	~~0~~	~~$750,000~~	~~$750,000~~	~~$750,000~~	~~$750,000~~			~~Grant~~
4	~~Community center/shelter~~	~~0~~	~~$1,000,000~~	~~$1,000,000~~	~~$1,000,000~~	~~$1,000,000~~			~~Grant~~
4	~~Art in Public Places~~	~~$75,000~~	~~$75,000~~	~~$75,000~~	~~$75,000~~	~~0~~			~~Grant~~
4	~~Artist live/work space~~	~~0~~	~~$2,000,000~~	~~$2,000,000~~	~~$2,000,000~~	~~0~~			~~Grant~~

[1] Note: The Town's ability to implement the projects in accordance with this schedule is contingent upon the receipt of grant funds as identified in the "Funding Source" column.

4	Marina breakwater, bulkhead, ~~transient slips,~~ move fuel docks~~, moorings~~	~~0~~	~~$400,000~~	~~$400,000~~ $480,000	~~$200,000~~ $500,000	0	0	0	Grant
2,4	Park Avenue Improvements from ~~US 1 to~~ 7th Street through and including the FEC Railroad Intersection	~~0~~	~~$875,000~~	~~$875,000~~ $25,000	~~$875,000~~ $325,000 ($25,000 for FEC)	~~$875,000~~ $325,000 ($25,000 for FEC)	$325,000 ($25,000 for FEC)	$325,000 ($25,000 for FEC)	Grant, CRA Funding
4	Town Hall Renovations (Floor Mirror Ballroom, Exterior Painting, Ceiling Clerk's Office, Awnings Exterior Doors, Stage ~~Replacement~~ Refinishing, Window/Door repairs)	~~0~~	~~$75,000~~	~~$75,000~~	$75,000	$75,000	$75,000	$75,000	Grant
2	Vehicle Replacement Plan	~~0~~	~~$144,000~~	~~$252,000~~	~~$753,000~~ $144,000	~~$93,000~~ $252,000	$753,000	$93,000	General Fund, Stormwater Utility Assessment, Sanitation Fund
2	Sanitary Sewers in Tri-City Industrial Park; Lake Park Public Works; and Water Tower Road/Old Dixie Highway commercial property				$300,000	$300,000	$300,000	$300,000	Special Assessment
	Total	~~$738,000~~	~~$6,819,000~~	~~$7,927~~505,000	~~$8,228~~ 3,469,000	~~$4,293~~ 2,952,000	$3,253,000	$2,593,000	

Project Category Codes
1 – Project necessary to achieve Level of Service
2 – Project will enhance ability to continue to meet Level of Service
3 – Project will enhance ability to meet Level of Service for Optional Element
4 – Project will further the achievement of Comprehensive Plan goals, objectives and policies.

TOWN OF LAKE PARK ESTIMATED FUNDING SOURCES FOR CAPITAL IMPROVEMENTS 201~~4~~3-201~~6~~8

Funding Source	~~**11/12**~~	~~**12/13**~~	**13/14**	**14/15**	**15/16**	**16/17**	**17/18**
General Fund	~~$0~~	~~$48,000~~	~~$84,000~~	~~$251,000~~ $48,000	~~$31,000~~ $84,000	$251,000	$31,000
Stormwater Utility Assessment	~~$0~~	~~$405,000~~	~~$441,000~~	~~$608,000~~ $373,000	~~$388,000~~ $409,000	$576,000	$356,000
Grants	~~$738,000~~	~~$6,318,000~~	~~$7,318,000~~ $505,000	~~$7,118,000~~ $2,625,000	~~$3,843,000~~ $2,000,000	$1,800,000	$1,800,000
Sanitation Fund	~~$0~~	~~$48,000~~	~~$84,000~~	~~$251,000~~ $48,000	~~$31,000~~ $84,000	$251,000	$31,000
Special Assessment			0	$300,000	$300,000	$300,000	$300,000
CRA Funding			0	$75,000	$75,000	$75,000	$75,000
Total	~~$738,000~~	~~$6,819,000~~	~~$7,927~~505,000	~~$8,228~~3,469,000	~~$4,293~~2,952,000	$3,253,000	$2,593,000

Ordinance on Second Reading

TAB 5

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 5, 2014 **Agenda Item No.** 5

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

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

Approved by Town Manager DSS **Date:** 10/20/14

Vivian Mendez – Town Clerk
Name/Title

Originating Department:	Costs: **$ 165.12**	**Attachments:**
Town Clerk	Funding Source: **Town Clerk** Acct. # **106-48100** [X] Finance BKR	**Ordinance** **Legal advertisement**
Advertised: **Date: October 26, 2014** **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_____ or Not applicable in this case *VM* **Please initial one.**

Summary Explanation/Background: Florida State Statute number 119, better known as the "Public Records Act" states that any member of the public has a right of access. Right of access means that anyone has the right to request to inspect or receive a copy of a public record.

The Public Records Act's legislation has changed several time causing the Town Code to become outdated. One of the significant changes made to the law was that it no longer identifies one person in a municipality as the custodian of records. What this means is that anyone who generates or has access to public records are the custodian of those records. At one time the Town Clerk was identified as the custodian of the Town records, which is no longer the case.

Staff has begun training all its employees on how to handle and process public records.

In an effort to remain current with the law, staff has reviewed the Town Code and is recommending repealing the current language in the Code regarding public records.

At the October 15, 2014, the Town Commission voted unanimously to adopt Ordinance 13-2014 on first reading.

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

ORDINANCE NO. 13-2014

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.

WHEREAS, the Town of Lake Park, Florida is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, both Article 1, Section 24(a) of the Florida Constitution, and Chapter 119, F.S., the "Public Records Act" ("Act"), provide 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 as defined therein; and

WHEREAS, the Town Manager and Town Clerk have recommended that the Town Commission repeal Section 2-4 of the Town Code pertaining to the processing of public records requests; and

WHEREAS, the Town Commission has reviewed the recommendations of the Town Manager and Town Clerk, and has determined that repealing Section 2-4, of Chapter 2, Article I, should be replaced with a resolution pertaining to the Town staff's processing of public records requests pursuant to the requirements of the Act.

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

Section 1. The whereas clauses are incorporated herein.

Section 2. Chapter 2, Article I, Section 2-4 of the Code of Ordinances of the Town of Lake Park, Florida is hereby repealed in its entirety.

Section 3. 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 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

Section 6. Effective Date. This Ordinance shall take effect immediately upon adoption.

The Palm Beach Post
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RECEIPT

**LEGAL NOTICE OF
PROPOSED ORDINANCE
TOWN OF LAKE PARK**

Please take notice that on Wednesday, November 5, 2014 at 6:30 p.m. or soon thereafter the Town Commission, of the Town of Lake Park, Florida in a regular session to be held in the Commission Chambers, Town Hall, 535 Park Avenue, Lake Park, Florida will consider the following Ordinance on second reading and proposed adoption thereof:

ORDINANCE NO. 13-2014

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.

If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they 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. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Vivian Mendez, CMC, Town Clerk
Town of Lake Park, Florida

PUB: The Palm Beach Post
10-26/2014 #315338

The Palm Beach Post

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RECEIPT

Account:	G3573	Phone:	561-881-3300
Name:	TOWN OF LAKE PARK	E-mail:	VMENDEZ@LAKEPARKFLORIDA.GOV
Address:	535 PARK AVE LAKE PARK FL 33403-2603		

Order Name:	ORDINANCE 13-2014
Order Id:	315338
Original Order Id:	
Copy Line:	LEGAL NOTICE OF PROPOSED ORDINANCETOWN O
Sales Rep:	PB108 Nadia Vagedes (P)
Purchase Order:	
Pay Type:	Billed
Account Group:	
Caller:	VIVIAN MENDEZ
Section:	6205 Legal Notices
Reply Request:	
Tear Sheets:	0

Order Summary

Base:	$165.12
Other Charges:	$0.00
Discounts:	$0.00
Agency Commission:	$0.00
Sales Tax:	$0.00
Total Order	$165.12

Payment Summary

No payment information available.

New Business

TAB 6

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 5, 2014 **Agenda Item No.** 6

Agenda Title: Resolution Amending the Public Records Policy and Procedures and Revising the Fee Schedule for the Same.

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

Approved by Town Manager _____ **Date:** 10/23/14

Vivian Mendez – Town Clerk
Name/Title

Originating Department: **Town Clerk**	Costs: **$ 0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Resolution**
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:

In an earlier agenda item, the Town Commission took an action to repeal the Town's existing Code on fulfilling public records requests, because that provision of the Town Code was in conflict with current state law. The Public Records Act (Florida State Statute 119) establishes a right of access to public records. The attached Resolution will establish procedures to ensure that the public's right of access is fulfilled under reasonable conditions, in a reasonable amount of time, and under supervision by the custodian of the record being requested.

The proposed Resolution ensures that the Town complies with the Public Records Act of the State of Florida. In addition, the procedures outlined in the attached Resolution provide a guide to staff for the easiest and quickest way to fulfill a public records request in compliance with the law.

Based upon State law dealing with the cost of fulfilling a public records request, staff is recommending that the schedule of fees for processing public records be adopted as outlined herein.

Finally, since the Commission is being asked to modify this fee schedule, we also are asking that the fees for lien searches be adjusted to reflect the current cost of providing this service.

Recommended Motion: I move to approve Resolution 41-10-14.

RESOLUTION NO. 41-11-14

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING RESOLUTION 23-1998 TO REVISE THE FEE SCHEDULE PERTAINING TO PUBLIC RECORDS, REVISING THE PUBLIC RECORDS POLICY, AND AMENDING THE LIEN SEARCH FEE SCHEDULE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, §2 of the Florida Constitution the Town of Lake Park has the governmental, corporate and proprietary powers to conduct municipal government; and

WHEREAS, Section 119.011(12), Fla. Stat. defines public records as "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of officials business by any agency"; and

WHEREAS, Section 119.07 (1)(a) and (b), Fla. Stat. establishes a right of access to public records as follows:

(a) "Every person who has custody of a public record shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions, and under the supervision of the custodian of the public record".

(b) "A custodian of public records or a person having custody of public records may designate another officer or employee of the agency to permit the inspection and copying of public records, but must disclose the identity of the designee to the person requesting to inspect or copy public records".

WHEREAS, Section 119.07(1)(c), Fla. Stat. provides that the "custodian of public records and his or her designee must acknowledge requests to inspect or copy records promptly and respond to such requests in good faith; and

WHEREAS, as used in the statute, a good faith response includes making reasonable efforts to determine from other officers or employees within the agency whether such a record exists and, if so, the location at which the record can be accessed," and

WHEREAS, Section 119.07(4), Fla. Stat., provides that "the custodian of public records shall furnish a copy or a certified copy of the record upon payment of the fee prescribed by law".

WHEREAS, the lien search process is a service provided to the community. This process uses resources from various departments and can be lengthy for staff; and

WHEREAS, the Town Commission desires to update its fee schedule so that the Town's fees for performing such services are adequate to cover the Town's actual costs.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1: The whereas clauses are incorporated herein.

Section 2: Upon receipt of a public records request, the Town employee who is the custodian of the record shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions, and under supervision by the custodian of the public record and in accordance with 119.07(1)(d), Fla. Stat. If the custodian of the record reasonably believes that an exemption applies to all or a portion of a record which has been requested to be produced, the custodian shall redact that portion of the record to which an exemption has been asserted and produce the remainder of the record for inspection and copying.

Section 3: The following fees are authorized in accordance with the schedule established in the table below:

Record	Size	Single/Double/Color	Cost
Copies:	8 ½ X 11	Single sided	$ .15 per page
	8 ½ X 11	Double sided	.20 per page
	8 ½ X 11	Color copies	.15 per page
	8 ½ X 14	Single sided	.15 per page
	8 ½ X 14	Double sided	.20 per page
	8 ½ X 14	Color copies	.15 per page
	11 X 17	One sided	.15 per page
	11 X 17	Double sided	.20 per page
	11 X 17	Color copies	.15 per page
Certified copies:			$ 1.00 per page
CD/DVD:			$ 5.00 per CD/DVD

If the nature or volume of public records requested to be inspected or copied is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by Town staff the Town may charge, in addition to the actual cost of duplication, a special service charge, which shall be reasonable and shall be based on the cost incurred for such extensive use of information technology resources or the labor cost of the Town staff providing the service that is actually incurred by the Town or attributable to the Town for the clerical and supervisory assistance required, or both.

Section 4: The Town's established fees for lien searches shall be adequate to cover the Town's actual costs for performing these services. The fees for lien searches shall be in accordance with the following schedule:

Lien Searches:	Includes code violations, open building permits, and sanitation services	$ 65.00 standard fee $ 100.00 rush fee (24 hour turnaround time)

Section 5: This Resolution shall become effective immediately upon adoption.

TAB 7

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 5, 2014 **Agenda Item No.** 7

Agenda Title: Commission Discussion on the Subject of Regulating Medical Marijuana Businesses.

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

Approved by Town Manager _____ **Date:** 10/22/14

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

Originating Department: **Vice- Mayor Glas-Castro**	Costs: None Funding Source: Acct. [ ] Finance _____	**Attachments:** 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 *DSS* **Please initial one.**

Summary Explanation/Background:

Vice-Mayor Glas-Castro has asked that the Town Commission undertake a discussion on the topic of regulating medical marijuana businesses.

Recommended Motion: No motion is necessary as this is a discussion item only.