



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, June 4, 2014, 6:30 p.m.  
Lake Park Town Hall  
535 Park Avenue

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

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

- A. **CALL TO ORDER/ROLL CALL**
- B. **PLEDGE OF ALLEGIANCE**
- C. **SPECIAL PRESENTATIONS/REPORTS**
1. Legislative Update by Senator Jeff Clemens Tab 1
  2. Certificate of Appreciation to Lt. Chris Myers Tab 2
  3. Introduction of Lieutenant Nick Vassalotti Tab 3
- D. **PUBLIC COMMENT:**  
This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.
- E. **CONSENT AGENDA:** All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of

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

4. Approval of the Repair of the Residential Sanitation Collection Truck (Vehicle No. 50) to the Sole Source Vendor in the Amount Not to Exceed \$14578.96 Tab 4

**F. PUBLIC HEARINGS - ORDINANCE ON FIRST READING:**

None

**G. PUBLIC HEARINGS – ORDINANCE ON SECOND READING:**

5. Ordinance No. 04-2014 Zoning Code Text Amendment Modifying the General Description of the Commercial 4 (C4) Business Zoning District to Eliminate Locational References Tab 5

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE III, SECTION 78-74(1) OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "C-4 BUSINESS DISTRICT" TO EXPRESS THE PURPOSE AND INTENT OF THE C-4 BUSINESS DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

6. Ordinance No. 05-2014 Rezoning Eight (8) Parcels on the West Side of 10<sup>th</sup> Court From Commercial-2 to Commercial-4 Zoning District Tab 6

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REZONING EIGHT PARCELS OF REAL PROPERTY GENERALLY LOCATED SOUTH OF NORTHLAKE BOULEVARD, WEST OF 10<sup>TH</sup> COURT AND NORTH OF NORTHERN DRIVE FROM COMMERCIAL-2 TO COMMERCIAL-4; PROVIDING FOR THE AMENDMENT OF THE TOWN'S OFFICIAL ZONING MAP TO REFLECT THE ASSIGNMENT OF THE COMMERCIAL-4 TO THE EIGHT PARCELS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

7. Ordinance No. 06-2014 To Amend the Town's Purchasing Policy and Procedures Codified at Chapter 2, Article V, Division 2 of the Town of Lake Park Code of Ordinances Tab 7

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN CODE AT CHAPTER 2, ARTICLE V, DIVISION 2, ENTITLED "PURCHASING" TO AMEND SECTION 2-244 ENTITLED "APPLICATIONS AND EXCLUSIONS"; SECTION 2-245 AMENDING AND ADDING DEFINITIONS; SECTION 2-246 ENTITLED

**“ORGANIZATION”; SECTION 2-247 ENTITLED “PROCUREMENT”; SECTION 2-248 ENTITLED “COMPETITIVE SEALED BID PROCESS”; SECTION 2-249 ENTITLED COMPETITIVE SEALED PROPOSAL PROCESS. REQUESTS FOR PROPOSALS (RFP) OR REQUESTS FOR INFORMATION (RFI)”; SECTION 2-250 ENTITLED “ALTERNATIVE SOURCE SELECTION”; SECTION 2-251 ENTITLED “CONTRACT DOCUMENT”; SECTION 2-252 ENTITLED “PROTESTED SOLICITATIONS AND AWARDS”; SECTION 2-253 ENTITLED “SUSPENSION AND DEBARMENT”; SECTION 2-254 ENTITLED “INSPECTION AND TESTS”; SECTION 2-255 ENTITLED “EQUAL OPPORTUNITY/MINORITY AND WOMEN BUSINESS ENTERPRISES”; REMOVING SECTION 2-256 ENTITLED “CONFLICT OF INTEREST”; AND, ADDING NEW SECTION 2-256 “BID PREFERENCES”; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**H. NEW BUSINESS:**

**8. Award of Contract for Storm Sewer Televising-Variou Locations to Shenandoah General Construction Company, Town Bid No. 102-2014** **Tab 8**

**9. Retroactive Approval of a Change in Scope of Work to Calvin, Giordano & Associates, Inc. for Completion of Professional Engineering Services Associated with Lake Shore Drive Drainage and Streetscape Project** **Tab 9**

**10. Approval of Final Payment to Calvin, Giordano & Associates, Inc. for Completion of Professional Engineering Services Associated with the Lake Shore Drive Drainage and Streetscape Project** **Tab 10**

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

**J. ADJOURNMENT**

**Next Scheduled Regular Commission Meeting will be held on Wednesday, June 18, 2014**

**SPECIAL  
PRESENTATION/  
REPORT**

# TAB 1



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: June 4, 2014**

**Agenda Item No.**

**Agenda Title: 2014 Legislative Update by Senator Jeff Clemens.**

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

**Approved by Town Manager** DS **Date:** 5/16/14

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

<b>Originating Department:</b>  <p style="text-align: center;"><b>Town Manager</b></p>	<b>Costs: \$ 0.00</b> <b>Funding Source:</b> <b>Acct. # N/A</b> <input type="checkbox"/> Finance _____	<b>Attachments:</b>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>DS</u> <b>Please initial one.</b>

**Summary Explanation/Background:**

Senator Jeff Clemens (D-27) will be in attendance at the Commission meeting to give an update on the 2014 legislative session which ended in Tallahassee on May 2<sup>nd</sup>.

**Recommended Motion:**

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

# TAB 2



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: June 4, 2014**


**Agenda Item No.**

**Agenda Title: Certificate of Appreciation to Lt. Chris Myers.**

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

**Approved by Town Manager**  **Date:** 5/22/14

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

<b>Originating Department:</b>  <p style="text-align: center;"><b>Mayor DuBois</b></p>	Costs: \$ <b>0.00</b> Funding Source: Acct. # <b>N/A</b> <input type="checkbox"/> Finance _____	<b>Attachments:</b>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u></u> <b>Please initial one.</b>

**Summary Explanation/Background:**

Lieutenant Chris Myers is being transferred out as District Commander for Lake Park's District 10. This agenda item is to offer a Certificate of Appreciation to Lt. Myers for his years of service to the Town of Lake Park.

**Recommended Motion:**

No motion is necessary as the Certificate of Appreciation will be read by the Mayor.



# Certificate of Appreciation

## Lieutenant Chris Myers

Is hereby recognized for his outstanding service to the citizens of the Town of Lake Park during his service as the PBSO District Commander for District 10 and for having unselfishly given of his time and commitment on behalf of the citizens of the Town of Lake Park.

Presented this 4<sup>th</sup> day of June, 2014

\_\_\_\_\_  
Mayor James DuBois



  
Town Clerk Vivian Mendez

# TAB 3



# **Consent Agenda**

# TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 4, 2014

Agenda Item No.

Agenda Title: Approval of the Repair of the Residential Sanitation Collection Truck (Vehicle No. 50) to the Sole Source Vendor in the Amount Not To Exceed \$14,578.96

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

Approved by Town Manager  Date: 5/23/14

  
David Hunt / Public Works Director

<b>Originating Department:</b>  Public Works	Costs: N.T.E. \$14,578.96 Funding Source: Sanitation Fund Acct. # 404-46000 <input checked="" type="checkbox"/> Finance <u>BK2</u>	<b>Attachments:</b> - Manufacturer's Letter Acknowledging Sunbelt Waste Systems as the Sole Source Vendor - Vendor's Quote Sheet
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or <b>Not applicable in this case</b> <u>gd</u> Please initial one.

**Summary Explanation/Background:**

The Town's Sanitation Department collects residential garbage using three side loading trucks. The newest truck is a 2009 Autocar with a Heil Environmental body attached. It is in need of a lifting and tipping arm rebuild. The two oldest trucks have already had this rebuild performed as this assembly has a life expectancy of three to five years, depending upon usage.

Heil Environmental recognizes Sunbelt Waste Equipment as its sole source, authorized South Florida Dealer for parts and service. After dismantling the arm assembly, Sunbelt Waste Equipment

provided a quote / estimate to perform the repairs in the amount not to exceed \$14,578.96. This amount requires Commission approval.

The appropriate budget line item for this work is the Sanitation Repair and Maintenance account (404-46000). Due to the large number of repairs to the Sanitation fleet this fiscal year, the line item currently does not have the funds available to pay for this work. It will be necessary to transfer funds from the Sanitation Reserves account into the Repair and Maintenance account in order to get the truck operational. This transfer of funds will be accomplished at the year-end budget adjustment.

**Recommended Motion:**

**I move the approval of the repair of Sanitation Vehicle No. 50 to the sole source vendor, Sunbelt Waste Equipment in an amount not to exceed \$14,578.96.**



May 16, 2014

Town of Lake Park

To whom this may concern:

This letter is to serve as an acknowledgement that Sunbelt Waste Equipment is the authorized South Florida full line Heil Dealer to include Packer Body Sales, Parts, Service, and Warranty since 1997. Sunbelt Waste Equipment is considered to be in good standing with Heil Environmental and would be the sole source for those areas.

Please be advised that Sunbelt Waste Equipment is capable of handling all of your needs related to equipment manufactured by Heil Environmental Industries, LTD.

Heil Environmental Florida references:

Randy Wells  
Southeast Regional Manager  
Cell: 256-613-1486  
rwells@heil.com

**Sunbelt Waste Equipment**

2201 NW 22nd St.  
Pompano Beach, FL 33069  
(561) 274-8505 - Office  
(561) 274-8506 - Fax  
E-mail [mickeychavez@sunbeltwaste.com](mailto:mickeychavez@sunbeltwaste.com)

Regards,

Heil Environmental



**Sunbelt Waste Equipment**

2201 N.W. 22nd Street  
 Pompano Beach, FL 33069

# Quote

Customer No.: T/LAKE PARK

Quote No.: 2256

Quote To: **TOWN OF LAKE PARK**

535 Park Ave.  
 Lake Park, FL 33403

Ship To: **TOWN OF LAKE PARK**

650 OLD DIXE HWY  
 Lake Park, FL 33403

Date		Ship Via		F.O.B.		Terms	
05/16/14				Origin		Net 30	
Purchase Order Number			Sales Person			Required	
			Mickey Chavez			05/16/14	
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
				Truck #50 7D7303068			
1			372-3684	PIN AND BUSHING & SEAL KIT LIST \$ 1642.50	1489.80		1489.80
1			093-2941-SER	MACHINING,H-BEAM-PYII LIST \$ 3696.56	2730.00		2730.00
1			093-3337	MACHINING, LIFT ARM PYTHON LIST \$ 3440.00	2942.16		2942.16
1			372-5411	DUMP ARM ASSY FIELD KIT PYTH ON	4017.00		4017.00
40.000				INSTALLATION	85.00		3400.00
						Quote subtotal	14578.96
						Quote total	14578.96

Thank You

**Ordinance  
on  
Second  
Reading**

# TAB 5



**ORDINANCE NO. 04-2014**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE III, SECTION 78-74(1) OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "C-4 BUSINESS DISTRICT" TO EXPRESS THE PURPOSE AND INTENT OF THE C-4 BUSINESS DISTRICT; 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**, the Town Commission has adopted general provisions pertaining to land development and zoning, which have been codified in Chapter 78 of the Code of Ordinances of the Town of Lake Park; and

**WHEREAS**, the Community Development Department has recommended to the Town Commission that Section 78-74(1) of the Code, entitled "General Description" be amended to remove the legal descriptions of the location of the C-4 zoning district; and

**WHEREAS**, the Community Development Department has recommended that the title of Section 78-74(1) should be amended to express the purpose and intent of this zoning district.

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

**Section 1.** The whereas clauses are incorporated herein as true and correct and as the legislative findings of the Town Commission.

**Section 2.** Chapter 78, Article III, Section 78-74(1) is hereby amended to read as follows:

**Sec. 78-74. C-4 business district.**

Within the C-4 business district, the following regulations shall apply:

(1)

*General description Purpose and intent.* This district is intended to be located between the western boundary of ~~Section 20~~ of Township 42 South, Range 43 East and the Florida East Coast (F.E.C.) right-of-way to the east, bounded on the south by the northern boundaries of parcels 307, 316 and 306, the eastern boundary of parcel 306 and then easterly on Watertower Road on a line extending to the Florida East Coast Railroad and on the north by the south boundary line of the existing C-1 commercial (business) district, as is shown is identified on the Town of Lake Park Official Zoning Map. ~~This area is served by major roads but is not feasible for heavy commercial or industrial developments.~~ The purpose of the regulations - in this district is are intended to encourage the development or redevelopment of uses which are compatible with the uses of the surrounding or abutting districts, and to provide for appropriate landscaping and parking for the uses in this district spaces. The intent of this district is to limit development to a concentration of permitted uses, by ~~confining those permitted~~ uses to business offices, wholesaling, retailing and light manufacturing activities.

**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.

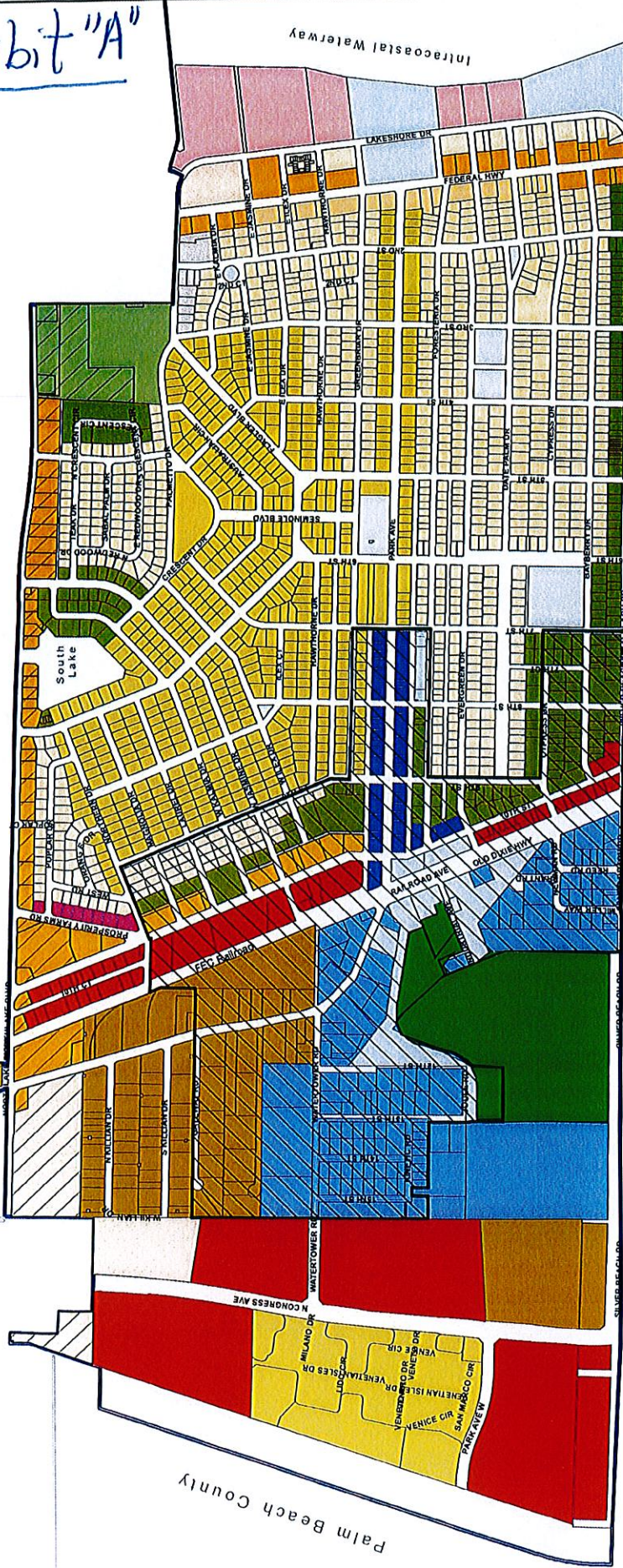
**Section 5.**     **Codification.** The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and may be renumbered or relettered to accomplish such, and the word “ordinance” may be changed to “section,” “article,” or any other appropriate word.

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

Exhibit "A"

Village of North Palm Beach

City of Palm Beach Gardens



City of Riviera Beach



- Legend**
- CRA Boundaries
  - R1B
  - R1AA
  - R1
  - R1A
  - R2A
  - R3
  - R2
  - TND
  - C1
  - C1B
  - C2
  - C3
  - Public
  - PUD
  - PADD
  - CLIC
  - CRA
  - NBOZ\_overlay
  - C4
  - Lake\_Park\_Boundary
  - Conservation



# Lake Park Zoning Map

Nadia Di Tommaso - Director  
 Community Development Department  
 Town of Lake Park  
 535 Park Ave Lake Park FL 33403  
 561-887-3319 561-887-3323 (fax)  
 naditommaso@lakeparkflorida.gov



## RECEIPT

Ad Name: 509306A

Ad ID: 509306

Original Ad ID:

Start: 05-25-2014  
Stop: 05-25-2014  
Issues: 1  
Words: 443  
Dimension.. 1 X 123  
Color:

Editions:  
PB Post  
PB Post Web

**LEGAL NOTICE OF PROPOSED ORDINANCE TOWN OF LAKE PARK**  
Please take notice that on Wednesday, June 4, 2014 at 8:30 P.M. or soon thereafter, there shall be a meeting of the Town of Lake Park, Florida at a regular meeting to be held in the Commission Chambers, Town Hall, 115 Park Avenue, Lake Park, Florida, will consider the following Ordinance as recited hereon and approved as shown thereon:

**ORDINANCE NO. 06-2014**  
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE TOWN CODE BY THE TOWN CODE OF ORDINANCE ENTITLED "A RESOLVING ORDINANCE TO EXPRESS THE PURPOSE AND INTENT OF THE BUSINESS DISTRICT PROVIDING FOR SEVERABILITY, PROVISIONS FOR THE REPEAL OF LAWS IN CONFLICT THEREWITH, COORDINATING AND PROVIDING FOR AN EFFECTIVE DATE.

**ORDINANCE NO. 05-2014**  
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REZONING EIGHT PARCELS OF REAL PROPERTY GENERALLY LOCATED SOUTH OF BENTLEY LANE, EQUIDISTANT WEST OF 10TH AVENUE AND NORTH OF HIDE-AWAY DRIVE FROM COMMISSIONER TO COMMERCIAL-C PROVIDING FOR THE AMENDMENT OF THE TOWN'S OFFICIAL ZONING MAP TO REFLECT THE ASSIGNMENT OF THE COLLASIDES TO THE SORT PARCELS PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT THEREWITH AND PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

**ORDINANCE NO. 06-2014**  
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN CODE BY CHAPTER 2 ARTICLE V, DIVISION 3, ENTITLED "REZONING" TO ADD SECTION 2-114 ENTITLED "CONCEPTS AND EXCLUSIONS"; SECTION 2-115 AMENDING AND ADDING SEVERAL SECTIONS 2-116 ENTITLED "PROHIBITIONS"; SECTION 2-117 ENTITLED "CONCEPTIVE PLANS AND RULES"; SECTION 2-118 ENTITLED "CONCEPTIVE PLANS, PROJECT REVIEWS AND PROPOSALS (APP) OR REQUESTS FOR INFORMATION (RFI)"; SECTION 2-119 ENTITLED "ALTERNATIVE SOURCE LOCATIONS"; SECTION 2-120 ENTITLED "CONTRACT DEBARMENT"; SECTION 2-121 ENTITLED "PROHIBITIONS AND PENALTIES"; SECTION 2-122 ENTITLED "APPLICABLE AND REGULATORY"; SECTION 2-123 ENTITLED "INSPECTION AND TESTS"; SECTION 2-124 ENTITLED "TOTAL OPERATIONAL CAPACITY"; AND AMENDING SECTION 2-125 ENTITLED "CONFLICT OF INTEREST"; AND ADDING NEW SECTION 2-126 "FOR PREFERENTIALITY, PROVISIONS FOR SEVERABILITY, PROVISIONS FOR THE REPEAL OF LAWS IN CONFLICT THEREWITH, COORDINATING AND PROVIDING FOR AN EFFECTIVE DATE.

If a person desires to appear and petition made by the Town Commission with respect to any hearing thereon, it is the policy of the Commission and for each person may need to ensure that a written report of the proceedings is made, which includes a copy of the petition and a return within the period to be made, for additional information, please contact Town Manager, Town Clerk at 888-3311, Town Manager, Town Clerk, Town of Lake Park, Florida, P.O. Box 2000, Lake Park, Florida 32909.

Ad shown is not actual print size.

# TAB 6



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: June 4, 2014**

**Agenda Item No.**

**AGENDA TITLE: REZONING EIGHT (8) PARCELS ON THE WEST SIDE OF 10<sup>TH</sup> COURT FROM COMMERCIAL-2 TO COMMERCIAL-4 ZONING DISTRICT.**

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON 2<sup>nd</sup> READING**
- NEW BUSINESS
- OTHER: \_\_\_\_\_

- CONSENT AGENDA
- OLD BUSINESS

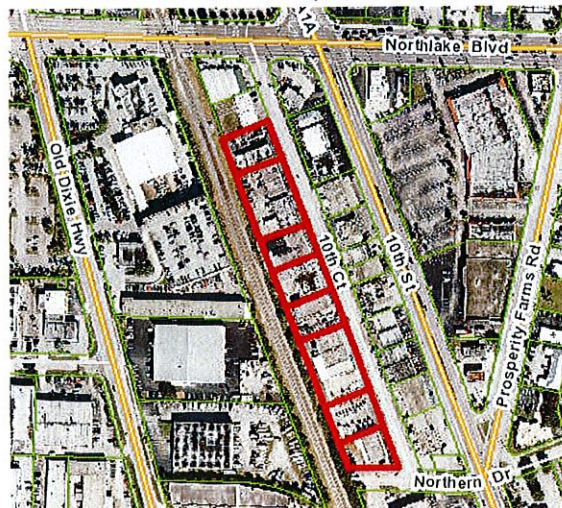
**Approved by Town Manager**  **Date:** 5/20/14

**Nadia Di Tommaso / Community Development Director**  
Name/Title 

<p><b>Originating Department:</b></p> <p style="text-align: center;"><b>Community Development</b></p>	<p>Costs: \$ <b>Legal Ad</b></p> <p>Funding Source: <b>Town Clerk</b></p> <p>Acct. # <b>106-48100</b></p> <p><input type="checkbox"/> Finance _____</p>	<p><b>Attachments:</b></p> <ul style="list-style-type: none"> <li>→ Staff Report</li> <li>→ Ordinance 05-2014</li> <li>→ Legal Ad</li> </ul>
<p><b>Advertised:</b></p> <p>Date: <b>05-25-2014</b></p> <p>Paper: <b>Palm Beach Post</b></p> <p><input type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone <u>ND</u></p> <p>OR</p> <p>Not applicable in this case _____</p> <p><b>Please initial one.</b></p>

**Summary Explanation/Background:**

This is a Town-initiated application to rezone eight properties consisting of 3.71 acres on the west side of 10th Court so that their zoning designations are consistent with amendments to the Town's Comprehensive Plan Future Land Use Map that became effective in 2009 and changed the land use designation from Commercial to Commercial/Light Industrial. These properties are located south of Northlake Boulevard and north of Northern Drive, *as illustrated below:*



These eight properties were built in the 1960's and 1970's as office/warehouse structures and throughout the years have been operated with automotive repair and other warehouse-type uses. These commercial AND light industrial-type uses are better served with a Commercial-4 (C-4) zoning district rather than a predominantly service and retail-oriented Commercial-2 (C-2) zoning district.

Consequently, staff is proposing that the zoning on these eight parcels is modified to reflect a C-4 zoning district which caters to both commercial AND light industrial uses and is in line with the existing Commercial/Light Industrial land use designation, as well as the existing operations throughout this area.

All eight parcels have been notified of this rezoning request. The Planning & Zoning Board held a public hearing on this item on May 5, 2014 and unanimously approved the rezoning of these eight parcels to the C-4 zoning district.

Town Commission 1<sup>st</sup> reading – May 21, 2014: Approved 5-0.

**Recommended Motion: I move to ADOPT Ordinance 05-2014 on second reading.**



**TOWN OF LAKE PARK  
TOWN COMMISSION-2<sup>nd</sup> Reading  
June 4, 2014**

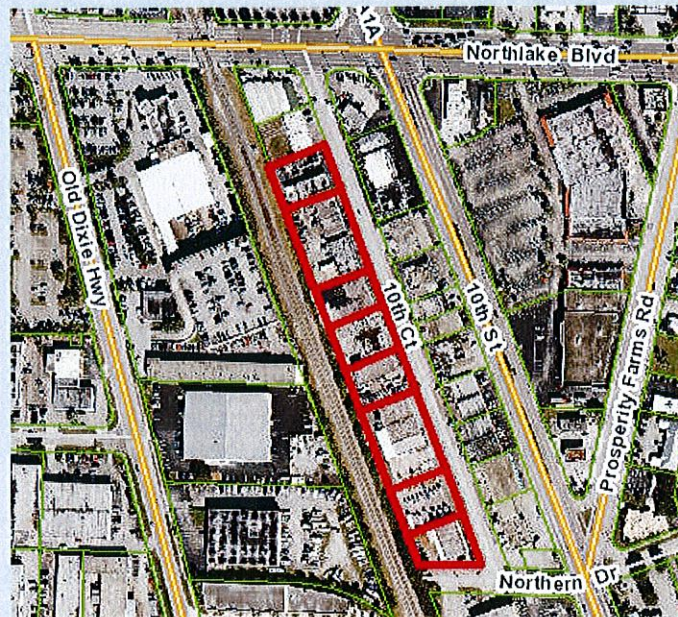
**STAFF REPORT**

**DESCRIPTION:**

Rezoning eight (8) parcels on the west side of 10<sup>th</sup> Court from Commercial-2 to Commercial-4 Zoning District.

**REQUEST:** This is a Town-initiated application to rezone eight properties consisting of 3.71 acres on the west side of 10th Court so that their zoning designations are consistent with amendments to the Town's Comprehensive Plan Future Land Use Map (see Exhibit "C") that became effective in 2009. The future land use designations of the eight properties changed from Commercial to Commercial/Light Industrial. The Town Commission at the time initiated this land use change to better reflect the actual commercial and light industrial land uses operating upon the eight properties. Staff recommends that the eight properties be rezoned from C-2 to C-4. The property control numbers of the properties are:

- (1) 36-43-42-20-04-132-0120; (2) 36-43-42-20-04-132-0130; (3) 36-43-42-20-04-132-0140;  
(4) 36-43-42-20-04-132-0160; (5) 36-43-42-20-04-132-0170; (6) 36-43-42-20-04-132-0181;  
(7) 36-43-42-20-04-132-0182; (8) 36-43-42-20-04-132-0210



The acreages of the eight properties are (1) 0.3535 acres, (2) 0.3128 acres, (3) 0.6256 acres, (4) 0.3145 acres, (5) 0.3145 acres, (6) 0.3082 acres, (7) 0.6322 acres, and (8) 0.3145 acres, (totaling 3.1758 acres). The properties are located on the north side of Northern Drive,

approximately 170 feet south of Northlake Boulevard, on the west side of 10<sup>th</sup> Court. Staff recommends that the properties be rezoned to the C-4 Zoning District to be consistent with the existing future land use designation of “Commercial/Light Industrial” of the Town’s Comprehensive Plan. The C-4 zoning district contains a variety of commercial and light industrial uses. In comparison, the existing C-2 zoning district is primarily intended for general commercial uses and not light industrial uses.

**STAFF RECOMMENDATION: APPROVAL.**

**TOWN COMMISSION – 1<sup>st</sup> reading (May 21, 2014): APPROVED**

**BACKGROUND INFORMATION:**

Applicant(s):	Town of Lake Park
Owners:	Various (see Exhibit “B” for <i>Property Listings</i> )
Addresses :	Various (see Exhibit “B” for <i>Property Listings</i> )
Lot Size:	3.71 total acres
Parcel Control Numbers:	36-43-42-20-04-132-0120; 36-43-42-20-04-132-0130; 36-43-42-20-04-132-0140; 36-43-42-20-04-132-0160; 36-43-42-20-04-132-0170; 36-43-42-20-04-132-0181; 36-43-42-20-04-132-0182; 36-43-42-20-04-132-0210
Existing Zoning:	
Proposed Zoning:	Commercial-2 (C-2)
Existing Land Use:	Commercial-4 (C-4) Commercial and Light Industrial

**Adjacent Zoning**

North:	Commercial-2 (C-2)
South:	Commercial-2 (C-2)
East:	Commercial-2 (C-2)
West:	Commercial-4 (C-4)

**Adjacent Land Uses**

North:	Auto Repair
South:	Warehousing and Auto Repair
East:	Restaurants/Dry Cleaning/Storage Warehouse
West:	Office/Warehouse

**CONSISTENCY WITH THE COMPREHENSIVE PLAN**

The assignment of the C-4 Zoning District is consistent with the Comprehensive Plan’s Future Land Use Map’s (see Exhibit “C”) designation of the properties as “Commercial and Light Industrial.”

The proposed rezoning is consistent with Policy 1.1 of the Future Land Use Element of the Town’s Comprehensive Plan which reads:

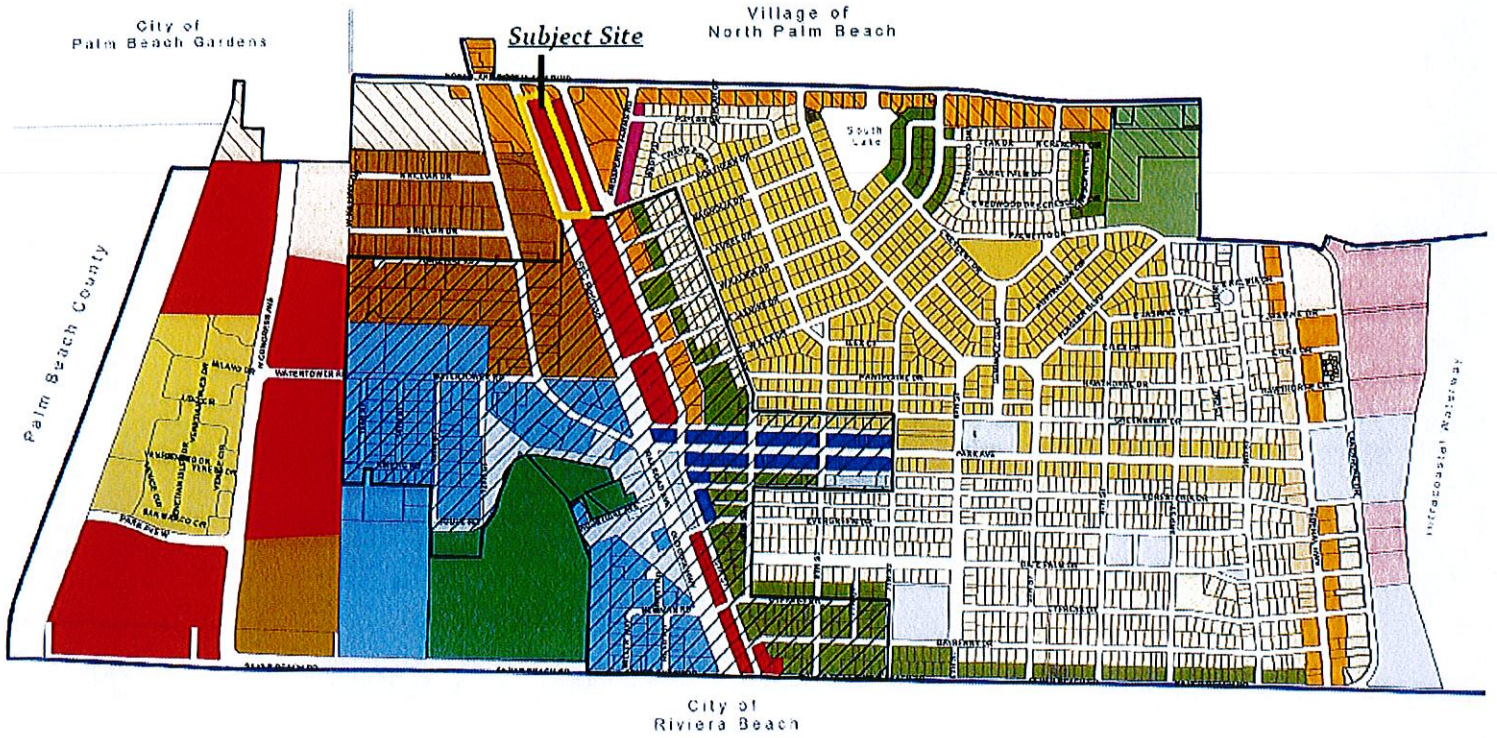
**Policy 1.1:** Land Development Regulations shall be amended as necessary to contain specific and detailed provisions required to implement the adopted Comprehensive Plan and which as a minimum:

- b. Regulate the use and intensity of land development consistent with this element to ensure the compatibility of adjacent land uses.
- k. Eliminate and/or reduce use of land inconsistent with the Future Land Use Map and the community's character.

**STAFF; PLANNING & ZONING BOARD; and TOWN COMMISSION RECOMMENDATION:**

**APPROVAL**

## EXHIBIT "A" – Town of Lake Park Zoning Map



### Legend

- |                  |     |     |        |                    |              |
|------------------|-----|-----|--------|--------------------|--------------|
| — CRA Boundaries |     |     |        |                    |              |
| R1B              | R2A | C1  | Public | CRA                | Conservation |
| R1AA             | R3  | C1B | PUD    | NBOZ_overlay       |              |
| R1               | R2  | C2  | PADD   | C4                 |              |
| R1A              | TND | C3  | CLIC   | Lake_Park_Boundary |              |





**EXHIBIT "B" – Property Listings**

*(intentionally left blank)*

#1



Gary R. Nikolits, CFA  
**Property Appraiser**  
 Palm Beach County

Homestead Exemption **E-file**



Location Address 1400 10TH CT  
 Municipality LAKE PARK  
 Parcel Control Number 36-43-42-20-04-132-0120  
 Subdivision LAKE PARK ADD NO 2 IN  
 Official Records Book 04556 Page 0490  
 Sale Date MAY-1985  
 Legal Description LAKE PARK ADD NO 2 LT 12 BLK 132

**Owners**  
 CATANZARO DENNIS &  
 CATANZARO DIANE L

**Mailing address**  
 1402 10TH CT  
 LAKE PARK FL 33403 2007

Sales Date	Price	OR Book/Page	Sale Type	Owner
MAY-1985	\$190,000	04556 / 0490	WARRANTY DEED	CATANZARO DENNIS &

No Exemption Information Available.

Number of Units 0 \*Total Square Feet 5050 Acres 0.3535  
 Use Code 2700 - AUTO SALES Zoning C2 - Business ( 36-LAKE PARK )

Tax Year	2013	2012	2011
Improvement Value	\$187,273	\$173,432	\$170,639
Land Value	\$80,080	\$80,080	\$82,467
Total Market Value	\$267,353	\$253,512	\$253,106

All values are as of January 1st each year

Tax Year	2013	2012	2011
Assessed Value	\$267,353	\$253,512	\$253,106
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$267,353	\$253,512	\$253,106

Tax Year	2013	2012	2011
Ad Valorem	\$6,776	\$6,433	\$6,541
Non Ad Valorem	\$1,502	\$1,502	\$1,512
Total tax	\$8,278	\$7,935	\$8,053



# Property Appraiser

Gary R. Nikolits, CFA  
Palm Beach County

Homestead Exemption **E-file**



Location Address 10TH CT  
Municipality LAKE PARK  
Parcel Control Number 36-43-42-20-04-132-0130  
Subdivision LAKE PARK ADD NO 2 IN  
Official Records Book 22505 Page 1265  
Sale Date MAR-2008  
Legal Description LAKE PARK ADD NO 2 LT 13 BLK 132

**Owners**  
R & K 10TH COURT LLC

**Mailing address**  
301 52ND ST  
WEST PALM BEACH FL 33407 2723

Sales Date	Price	OR Book/Page	Sale Type	Owner
MAR-2008	\$1	22505 / 1265	WARRANTY DEED	R & K 10TH COURT LLC
JUL-2000	\$10	11951 / 1699	WARRANTY DEED	KAUFF RICHARD L TR
OCT-1991	\$100	06996 / 0962	QUIT CLAIM	
AUG-1982	\$95,000	03783 / 1253	WARRANTY DEED	

No Exemption Information Available.

Number of Units 0 \*Total Square Feet 0 Acres 0.3128  
Use Code 2700 - AUTO SALES Zoning C2 - Business ( 36-LAKE PARK )

Tax Year	2013	2012	2011
Improvement Value	\$3,107	\$3,129	\$3,117
Land Value	\$70,855	\$70,855	\$72,967
Total Market Value	\$73,962	\$73,984	\$76,084

All values are as of January 1st each year

Tax Year	2013	2012	2011
Assessed Value	\$73,962	\$73,984	\$76,084
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$73,962	\$73,984	\$76,084

Tax Year	2013	2012	2011
Ad Valorem	\$1,875	\$1,877	\$1,966
Non Ad Valorem	\$210	\$210	\$210
Total tax	\$2,085	\$2,087	\$2,176

#3



Gary R. Nikolits, CFA  
**Property Appraiser**  
 Palm Beach County

Homestead Exemption



Location Address 1416 10TH CT  
 Municipality LAKE PARK  
 Parcel Control Number 36-43-42-20-04-132-0140  
 Subdivision LAKE PARK ADD NO 2 IN  
 Official Records Book 22044 Page 1577  
 Sale Date MAY-2007  
 Legal Description LAKE PARK ADD NO 2 LTS 14 & 15 BLK 132

**Owners**  
 1416 10TH COURT LLC

**Mailing address**  
 1416 10TH CT  
 LAKE PARK FL 33403 2007

Sales Date	Price	OR Book/Page	Sale Type	Owner
MAY-2007	\$10	22044 / 1577	WARRANTY DEED	1416 10TH COURT LLC
OCT-1991	\$100	06996 / 0964	QUIT CLAIM	KAUFF WALLACE H & HELEN L

No Exemption Information Available.

Number of Units 0 \*Total Square Feet 8880 Acres 0.6256  
 Use Code 2700 - AUTO SALES Zoning C2 - Business ( 36-LAKE PARK )

Tax Year	2013	2012	2011
Improvement Value	\$395,920	\$360,760	\$358,113
Land Value	\$141,710	\$141,710	\$145,934
Total Market Value	\$537,630	\$502,470	\$504,047

All values are as of January 1st each year

Tax Year	2013	2012	2011
Assessed Value	\$537,630	\$502,470	\$504,047
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$537,630	\$502,470	\$504,047

Tax Year	2013	2012	2011
Ad Valorem	\$13,626	\$12,750	\$13,027
Non Ad Valorem	\$2,669	\$2,669	\$2,687
Total tax	\$16,295	\$15,419	\$15,714

# 4



Gary R. Nikolits, CFA  
**Property Appraiser**  
 Palm Beach County

Homestead Exemption



Location Address 1424 10TH CT  
 Municipality LAKE PARK  
 Parcel Control Number 36-43-42-20-04-132-0160  
 Subdivision LAKE PARK ADD NO 2 IN  
 Official Records Book 11364 Page 1253  
 Sale Date SEP-1999  
 Legal Description LAKE PARK ADD NO 2 LT 16 BLK 132

**Mailing address**

7379 154TH CT  
 PALM BEACH GARDENS FL 33418 1977

**Owners**

PRADETTO ALBERT

Sales Date	Price	OR Book/Page	Sale Type	Owner
SEP-1999	\$190,000	11364 / 1253	WARRANTY DEED	PRADETTO ALBERT
JUN-1995	\$100	08795 / 1004	QUIT CLAIM	
JUN-1981	\$115,000	03553 / 0816	WARRANTY DEED	

No Exemption Information Available.

Number of Units 0      \*Total Square Feet 3840      Acres 0.3145  
 Use Code 2700 - AUTO SALES      Zoning C2 - Business ( 36-LAKE PARK )

Tax Year	2013	2012	2011
Improvement Value	\$155,197	\$143,363	\$141,871
Land Value	\$71,240	\$71,240	\$73,364
Total Market Value	\$226,437	\$214,603	\$215,235

All values are as of January 1st each year

Tax Year	2013	2012	2011
Assessed Value	\$226,437	\$214,603	\$215,235
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$226,437	\$214,603	\$215,235

Tax Year	2013	2012	2011
Ad Valorem	\$5,739	\$5,446	\$5,563
Non Ad Valorem	\$1,134	\$1,134	\$1,142
Total tax	\$6,873	\$6,580	\$6,705

#5



# Property Appraiser

Gary R. Nikolits, CFA  
Palm Beach County

Homestead Exemption



Location Address 1430 10TH CT  
Municipality LAKE PARK  
Parcel Control Number 36-43-42-20-04-132-0170  
Subdivision LAKE PARK ADD NO 2 IN  
Official Records Book 22734 Page 298  
Sale Date JUN-2008  
Legal Description LAKE PARK ADD 2 LT 17 BLK 132

### Owners

GROOT JANE TRUST &  
PARSONS MICHAEL J TR  
PFAFFENBERGER WILLIAM J TR

### Mailing address

772 US HIGHWAY 1 STE 200  
NORTH PALM BEACH FL 33408 4418

Sales Date	Price	OR Book/Page	Sale Type	Owner
JUN-2008	\$10	22734 / 0298	DEED OF TRUST	GROOT JANE TRUST & GROOT WILLIAM TR
JUN-1999	\$100	11198 / 0789	WARRANTY DEED	

No Exemption Information Available.

Number of Units 0      \*Total Square Feet 6784      Acres 0.3145  
Use Code 2700 - AUTO SALES      Zoning C2 - Business ( 36-LAKE PARK )

Tax Year	2013	2012	2011
Improvement Value	\$178,851	\$164,672	\$159,621
Land Value	\$71,240	\$71,240	\$73,364
Total Market Value	\$250,091	\$235,912	\$232,985

All values are as of January 1st each year

Tax Year	2013	2012	2011
Assessed Value	\$250,091	\$235,912	\$232,985
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$250,091	\$235,912	\$232,985

Tax Year	2013	2012	2011
Ad Valorem	\$6,338	\$5,986	\$6,021
Non Ad Valorem	\$1,983	\$1,983	\$1,997
Total tax	\$8,321	\$7,969	\$8,018

#6



Gary R. Nikolits, CFA  
**Property Appraiser**  
 Palm Beach County

Homestead Exemption



Location Address 1436 10TH CT  
 Municipality LAKE PARK  
 Parcel Control Number 36-43-42-20-04-132-0181  
 Subdivision LAKE PARK ADD NO 2 IN  
 Official Records Book 22461 Page 1780  
 Sale Date FEB-2008  
 Legal Description LAKE PARK ADD NO 2 LT 18 /LESS N 1.20 FT/ BLK 132

**Owners**  
 BELLA INVESTORS INC

**Mailing address**  
 PO BOX 32967  
 PALM BEACH GARDENS FL 33420 2967

Sales Date	Price	OR Book/Page	Sale Type	Owner
FEB-2008	\$10	22461 / 1780	QUIT CLAIM	BELLA INVESTORS INC
JUN-2007	\$435,000	21876 / 1720	WARRANTY DEED	MANTOVANI KENNETH J JR
AUG-2006	\$550,000	20799 / 1541	WARRANTY DEED	INVESTMENTS OF SOUTH FLORIDA INC
JUN-2006	\$1	20557 / 1234	WARRANTY DEED	CHIRA MARTIN A
JAN-1996	\$100	09089 / 1592	WARRANTY DEED	

1 2

No Exemption Information Available.

Number of Units 0 Total Square Feet 5940 Acres 0.3082  
 Use Code 4800 - WAREH/DIST TERM Zoning C2 - Business ( 36-LAKE PARK )

Tax Year	2013	2012	2011
Improvement Value	\$190,763	\$179,757	\$176,590
Land Value	\$69,815	\$69,815	\$71,896
Total Market Value	\$260,578	\$249,572	\$248,486

All values are as of January 1st each year

Tax Year	2013	2012	2011
Assessed Value	\$260,578	\$249,572	\$248,486
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$260,578	\$249,572	\$248,486

Tax Year	2013	2012	2011
Ad Valorem	\$6,604	\$6,333	\$6,422
Non Ad Valorem	\$1,752	\$1,752	\$1,764
Total tax	\$8,356	\$8,085	\$8,186

#7



Gary R. Nikolits, CFA  
**Property Appraiser**  
 Palm Beach County

Homestead Exemption **E-file**



Location Address 1440 10TH CT  
 Municipality LAKE PARK  
 Parcel Control Number 36-43-42-20-04-132-0182  
 Subdivision LAKE PARK ADD NO 2 IN  
 Official Records Book 22905 Page 772  
 Sale Date OCT-2008  
**Legal Description** LAKE PARK ADD 2 N 1.20 FT OF LT 18 & LTS 19 & 20 BLK 132

**Owners**  
 LAKE PARK INVESTMENTS INC

**Mailing address**  
 1408 N KILLIAN DR STE 111  
 WEST PALM BCH FL 33403 1960

Sales Date	Price	OR Book/Page	Sale Type	Owner
OCT-2008	\$10	22905 / 0770	REP DEED	LAKE PARK INVESTMENTS INC
OCT-2008	\$625,000	22905 / 0772	WARRANTY DEED	LAKE PARK INVESTMENTS INC
AUG-2005	\$100,000	19181 / 1556	WARRANTY DEED	MASSER DAVID &
OCT-2000	\$405,000	12108 / 0688	WARRANTY DEED	MASSER DAVID &
AUG-1989	\$431,800	06155 / 1815	WARRANTY DEED	

1 2

No Exemption Information Available.

Number of Units 0      \*Total Square Feet 9200      Acres 0.6322  
 Use Code 4800 - WAREH/DIST TERM      Zoning C2 - Business ( 36-LAKE PARK )

Tax Year	2013	2012	2011
Improvement Value	\$287,706	\$271,012	\$266,847
Land Value	\$143,192	\$143,192	\$147,461
Total Market Value	\$430,898	\$414,204	\$414,308

All values are as of January 1st each year

Tax Year	2013	2012	2011
Assessed Value	\$430,898	\$414,204	\$414,308
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$430,898	\$414,204	\$414,308

Tax Year	2013	2012	2011
Ad Valorem	\$10,921	\$10,511	\$10,707
Non Ad Valorem	\$2,828	\$2,828	\$2,847
Total tax	\$13,749	\$13,339	\$13,554



#8



Gary R. Nikolits, CFA  
**Property Appraiser**  
 Palm Beach County

Homestead Exemption **E-file**



Location Address 1452 10TH CT A  
 Municipality LAKE PARK  
 Parcel Control Number 36-43-42-20-04-132-0210  
 Subdivision LAKE PARK ADD NO 2 IN  
 Official Records Book 15213 Page 546  
 Sale Date MAY-2003  
 Legal Description LAKE PARK ADD NO 2 LT 21 BLK 132

**Owners**  
 A 1 PAINT & BODY INC

**Mailing address**  
 1452 10TH CT  
 LAKE PARK FL 33403 2007

Sales Date	Price	OR Book/Page	Sale Type	Owner
MAY-2003	\$390,000	15213 / 0546	WARRANTY DEED	A 1 PAINT & BODY INC
MAY-2002	\$50,000	13771 / 1384	WARRANTY DEED	SIEGEL STANLEY
JUL-2000	\$325,000	11901 / 1469	WARRANTY DEED	DASILVA ALDA
JUN-1985	\$100	04595 / 0193	QUIT CLAIM	
OCT-1983	\$50,000	04053 / 1499	QUIT CLAIM	

No Exemption Information Available.

Number of Units 0 Total Square Feet 4436 Acres 0.3145  
 Use Code 2700 - AUTO SALES Zoning C2 - Business ( 36-LAKE PARK )

Tax Year	2013	2012	2011
Improvement Value	\$190,046	\$176,391	\$175,373
Land Value	\$71,240	\$71,240	\$73,364
Total Market Value	\$261,286	\$247,631	\$248,737

All values are as of January 1st each year

Tax Year	2013	2012	2011
Assessed Value	\$261,286	\$247,631	\$248,737
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$261,286	\$247,631	\$248,737

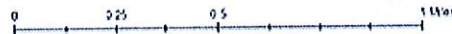
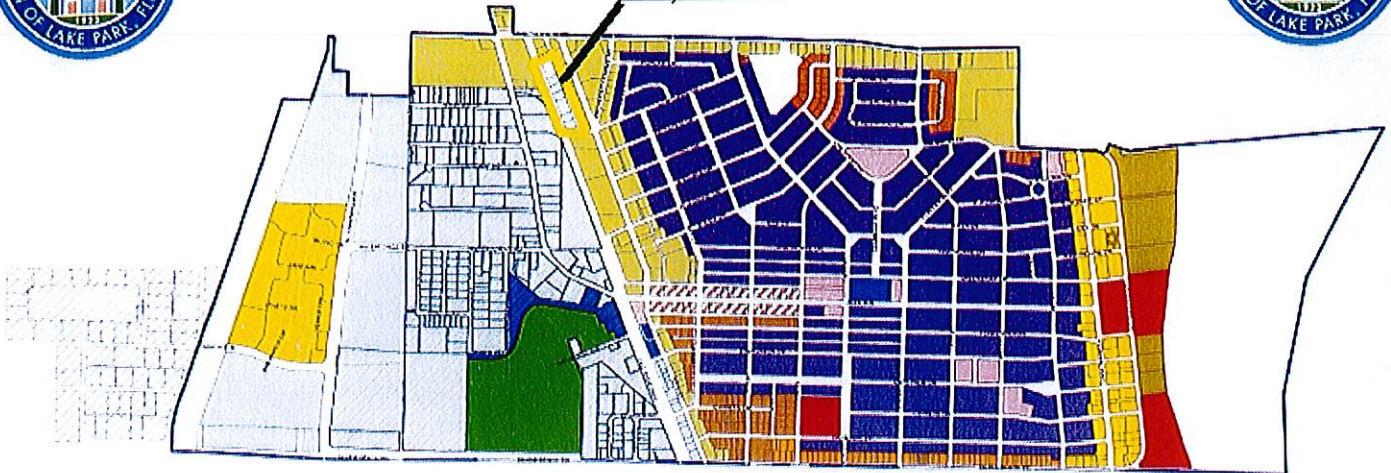
Tax Year	2013	2012	2011
Ad Valorem	\$6,622	\$6,284	\$6,428
Non Ad Valorem	\$1,368	\$1,368	\$1,377
Total tax	\$7,990	\$7,652	\$7,805

**EXHIBIT "C" – Future Land Use Map**



**Lake Park Future Land Use Map**

*Subject Site*



**Legend**

- |              |                    |                 |                      |
|--------------|--------------------|-----------------|----------------------|
| Bioscience_2 | Downtown           | Condo_Simply    | Lake_Park_Boundary   |
| Conservation | Comm LI Industrial | Res_Low_Density | Pub_Bldg_Grounds     |
| Annexation   | Comm Residential   | Res_Medium      | Rec_Lands            |
|              | Commercial         | Single_Fam      | Other_Pub_Facilities |

Map prepared by the Planning Department  
 2014-2015

**ORDINANCE NO. 05-2014**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REZONING EIGHT PARCELS OF REAL PROPERTY GENERALLY LOCATED SOUTH OF NORTHLAKE BOULEVARD, WEST OF 10<sup>TH</sup> COURT AND NORTH OF NORTHERN DRIVE FROM COMMERCIAL-2 TO COMMERCIAL-4; PROVIDING FOR THE AMENDMENT OF THE TOWN'S OFFICIAL ZONING MAP TO REFLECT THE ASSIGNMENT OF THE COMMERCIAL-4 TO THE EIGHT PARCELS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the town's Community Development Department has recommended that eight parcels of land (the "subject property") in the Town of Lake Park (Town) and which are generally located south of Northlake Boulevard, west of 10<sup>th</sup> Court and north of Northern Drive should be rezoned to Commercial-4 (C-4); and,

**WHEREAS**, the subject property is legally described in **Exhibit "A"**; and

**WHEREAS**, the subject property is generally located as shown on **Exhibit "B"**;  
and,

**WHEREAS**, the current zoning designation of the subject property is Commercial-2 (C-2); and,

**WHEREAS**, the existing future land use assigned to the subject property is Commercial/Light Industrial; and

**WHEREAS**, the Commission's rezoning of the subject property from C-2 to C-4 would be consistent with the subject property's existing future land use designation; and

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

**Section 1.** The whereas clauses are incorporated herein as as the legislative findings of the Commission

**Section 2.** The Town Commission hereby assigns the zoning classification of Commercial-4 to the subject property which is legally described in the Exhibit A, which is attached hereto and incorporated herein.

**Section 3.** Section 78-32, which incorporates by reference the Town's Official Zoning Map and generally shows the assignment of the various zoning districts assigned to properties in the Town, is hereby amended to reflect the assignment of the Commercial-4 Zoning District to the subject property.

**Section 4.** Severability. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by a Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this ordinance.

**Section 5.** Repeal of Laws in Conflict. All ordinances or part of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 6.** The provisions of this Ordinance shall become effective upon adoption.

**Attachment:** Exhibit "A" – Legal Descriptions  
Exhibit "B" - Location Map

**Exhibit "A"**  
**Legal Descriptions**

**(PCN: 36-43-42-20-04-132-0120)**  
LAKE PARK ADD NO 2 LT 12 BLK 132

**(PCN: 36-43-42-20-04-132-0130)**  
LAKE PARK ADD NO 2 LT 13 BLK 132

**(PCN: 36-43-42-20-04-132-0140)**  
LAKE PARK ADD NO 2 LTS 14 & 15 BLK 132

**(PCN: 36-43-42-20-04-132-0160)**  
LAKE PARK ADD NO 2 LT 16 BLK 132

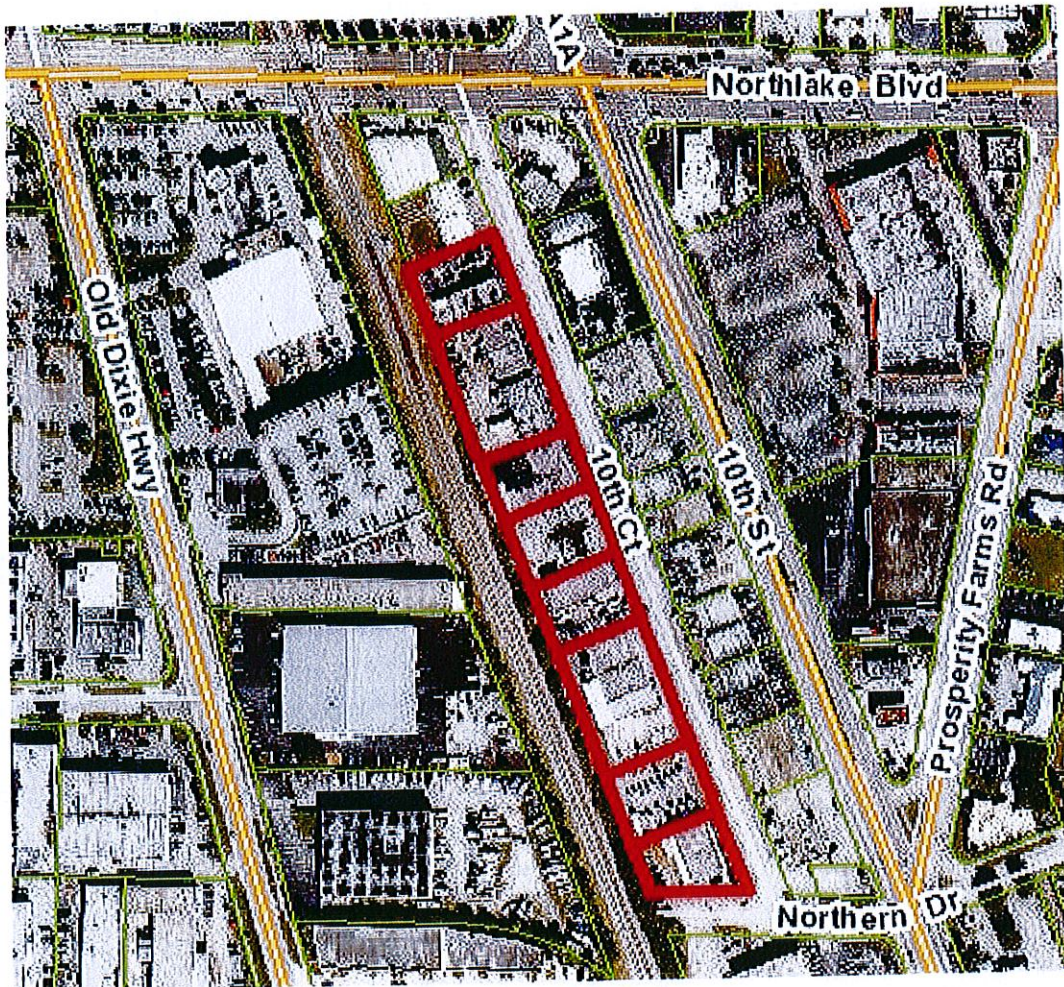
**(PCN: 36-43-42-20-04-132-0170)**  
LAKE PARK ADD 2 LT 17 BLK 132

**(PCN: 36-43-42-20-04-132-0181)**  
LAKE PARK ADD NO 2 LT 18 /LESS N 1.20 FT/ BLK 132

**(PCN: 36-43-42-20-04-132-0182)**  
LAKE PARK ADD 2 N 1.20 FT OF LT 18 & LTS 19 & 20 BLK 132

**(PCN: 36-43-42-20-04-132-0210)**  
LAKE PARK ADD NO 2 LT 21 BLK 132

Exhibit "B"  
Location Map





# TAB 7





Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 4, 2014

Agenda Item No.

**Agenda Title:** An Ordinance to Amend the Town's Purchasing Policy and Procedures Codified at Chapter 2, Article V, Division 2 of the Town of Lake Park Code of Ordinances

- SPECIAL PRESENTATION/REPORTS     CONSENT AGENDA  
 BOARD APPOINTMENT     OLD BUSINESS  
 **PUBLIC HEARING ORDINANCE ON 2<sup>nd</sup> READING**  
 NEW BUSINESS  
 OTHER: \_\_\_\_\_

Approved by Town Manager *DSS* Date: 5/22/14

*Randi McKelton*  
 Name/Title HUMAN RESOURCES DIRECTOR

<b>Originating Department:</b>  Human Resources and Finance Department	<b>Costs: \$</b> Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b> Proposed Amended Purchasing Policy and Procedures; and, Legal Advertisement
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or <b>Not applicable in this case</b> <u>BMT</u> <b>Please initial one.</b>

Summary Explanation/Background:

From time to time, it is important that we look at the Town's policies and procedures to make sure that they are as current as they can possibly be. Most recently, staff has reviewed the Town's purchasing policies, which are codified at Chapter 2, Article V, Division 2 of the Town of Lake Park Code of Ordinances (Code), and has determined that the purchasing Ordinance needs to be "cleaned-up" in a variety of areas to reflect current

best municipal purchasing practices. The Commission may find that looking at the proposed changes is rather cumbersome (and in many cases they are just housekeeping changes). Therefore, below you will find a brief summary of what staff is proposing as far as changes to the purchasing ordinance, and why it is proposing them:

<b>Section Modified</b>	<b>Why the Modification is Being Suggested</b>
<ul style="list-style-type: none"> <li>• §2-244(a) Applications and Exclusions</li> </ul>	<p>Enables the Town to use other forms of payment for purchases (e.g., a field purchase order or a purchasing card) in addition to a request for disbursement.</p>
<ul style="list-style-type: none"> <li>• §2-244(a)(13) Applications and Exclusions</li> </ul>	<p>Repeals the exclusion of legal settlements from the requirements of the purchasing policies and procedures so as to require that any Court case wherein the Town is a party and in which the settlement involves a monetary settlement shall be approved by the Commission. This amendment is pursuant to the Town Manager's suggestion.</p>
<ul style="list-style-type: none"> <li>• §2-245 Definitions</li> </ul>	<p>"Change-order": Amends the existing definition by requiring that change orders of \$10,000 be approved pursuant to Code §2-82 pertaining to the purchasing authority of the Town Manager.</p> <p>"Evaluation Committee": Creates an Evaluation Committee whose purpose is to evaluate all bids and proposals for goods and services which exceed \$25,000, and adds this definition to the Code.</p> <p>Adds the following definitions to the Code:</p> <ul style="list-style-type: none"> <li>• "Estimate"</li> <li>• "Local Merchant"</li> <li>• "Originating Department"</li> <li>• "Palm Beach County Merchant"</li> <li>• "Piggyback"</li> <li>• "Purchasing Card"</li> </ul> <p>Clarifies the following existing terms:</p> <ul style="list-style-type: none"> <li>• "Minority Business Enterprise"</li> <li>• "Public Entity Crime"</li> <li>• "Quotation"</li> </ul>

Section Modified	Why the Modification is Being Suggested
	<ul style="list-style-type: none"> <li>• "Sole Source"</li> </ul>
<ul style="list-style-type: none"> <li>• § 2-247(a) – (d) Procurement Methods</li> </ul>	<p>Amends the purchasing thresholds so as to be consistent with §2-82 pertaining to the purchasing authority of the Town Manager. This also amends the title of this section from "Procurement Methods to "Procurement Thresholds".</p>
<ul style="list-style-type: none"> <li>• §2-248(p) Competitive Sealed Bid Process</li> </ul>	<p>Amends the language pertaining to changes/amendments to bids so as to be consistent with §2-82 pertaining to the purchasing authority of the Town Manager.</p>
<ul style="list-style-type: none"> <li>• §2-249(e) Competitive Sealed Proposal Process. Request for Proposal (RFP) or Request for Information (RFI)</li> </ul>	<p>Adds language prohibiting lobbying by any Town official with regard to a proposal or bid prior to the time of award (cone of silence).</p>
<ul style="list-style-type: none"> <li>• §2-249(g)(1) Competitive Sealed Proposal Process. Request for Proposal (RFP) or Request for Information (RFI)</li> </ul>	<p>Repeals the right of the Town to conduct negotiations with two or more proposers who respond to a straight RFP for vendor services or contracts for products as such negotiation only pertains to proposals submitted pursuant to the Consultants Competitive Negotiation Act</p>
<ul style="list-style-type: none"> <li>• §2-249(j)(4) Competitive Sealed Proposal Process. Request for Proposal (RFP) or Request for Information (RFI)</li> </ul>	<p>Amends the language pertaining to the approval of all price proposals so as to be consistent with §2-82 pertaining to the purchasing authority of the Town Manager</p>
<ul style="list-style-type: none"> <li>• §2-250(b) Alternative Source Selection</li> </ul>	<p>Amends the language pertaining to sole source purchases so as to be consistent with §2-82 pertaining to the purchasing authority of the Town Manager.</p>
<ul style="list-style-type: none"> <li>• §2-250(c) Emergency Purchases</li> </ul>	<p>Amends the language pertaining to emergency purchases to reserve the right to make or authorize emergency purchases to the Town Manager or the Town Manager's designee</p>

Section Modified	Why the Modification is Being Suggested
<ul style="list-style-type: none"> <li>• §2-250(e) Cooperative Purchases</li> </ul>	Clarifies the language pertaining to cooperative purchases (piggybacking).
<ul style="list-style-type: none"> <li>• §2-251(a)(5) Contract Document</li> </ul>	Establishes uniform insurance requirements for inclusion in contract documents.
<ul style="list-style-type: none"> <li>• §2-251(a)(7) Contract Document</li> </ul>	Adds a standard provision to be included in all bid or contract documents requiring a statement of compliance with the Public Entity Crimes Act.
<ul style="list-style-type: none"> <li>• §2-252(b) Protested Solicitations and Awards</li> </ul>	Clarifies the bid protest process.
<ul style="list-style-type: none"> <li>• §2-253(a) Suspension and Debarment</li> </ul>	Deletes this section because the Town does not maintain a vendor list.
<ul style="list-style-type: none"> <li>• §2-253(a)(6) Suspension and Debarment</li> </ul>	Deletes this section to remove ambiguous and redundant language pertaining to grounds for vendor debarment.
<ul style="list-style-type: none"> <li>• §2-253(b)(3) Suspension and Debarment</li> </ul>	Adds language pertaining to the placement of a vendor or its subcontractors on the convicted vendor list maintained by the State of Florida Department of Management Services as grounds for permanent debarment.
<ul style="list-style-type: none"> <li>• §2-253(e) Suspension and Debarment</li> </ul>	Deletes this section to remove the redundant definition of "public entity crime", which is defined in §2-245.
<ul style="list-style-type: none"> <li>• §2-256 Bid Preferences</li> </ul>	Creates a new section to provide for a bid preference for local merchants or certified women or minority business enterprises.
<ul style="list-style-type: none"> <li>• § 2-257(a) Conflict of Interest</li> </ul>	Clarifies the language pertaining to the standards of conduct for public officers and

Section Modified	Why the Modification is Being Suggested
	employees and incorporates by reference the Palm Beach County Code of Ethics and the Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees.
<ul style="list-style-type: none"> <li data-bbox="228 478 675 510">• §2-257(b) Conflict of Interest</li> </ul>	Deletes this section as such prohibition is contained in the Palm Beach County Code of Ethics which is incorporated by reference pursuant to §2-257(a).

In addition to the above substantive amendments, staff has made several non-substantive housekeeping clarifications, as well as grammatical and clerical corrections, which are identified throughout the attached Ordinance in underlined format.

At its May 21, 2014 meeting, the Commission approved this Ordinance on first reading. Staff recommends adoption of this Ordinance on second reading.

**Recommended Motion: I move to adopt Ordinance 6-2014 on second reading.**

ORDINANCE NO. 6-2014

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN CODE AT CHAPTER 2, ARTICLE V, DIVISION 2, ENTITLED "PURCHASING" TO AMEND SECTION 2-244 ENTITLED "APPLICATIONS AND EXCLUSIONS"; SECTION 2-245 AMENDING AND ADDING DEFINITIONS; SECTION 2-246 ENTITLED "ORGANIZATION"; SECTION 2-247 ENTITLED "PROCUREMENT"; SECTION 2-248 ENTITLED "COMPETITIVE SEALED BID PROCESS"; SECTION 2-249 ENTITLED COMPETITIVE SEALED PROPOSAL PROCESS. REQUESTS FOR PROPOSALS (RFP) OR REQUESTS FOR INFORMATION (RFI)"; SECTION 2-250 ENTITLED "ALTERNATIVE SOURCE SELECTION"; SECTION 2-251 ENTITLED "CONTRACT DOCUMENT"; SECTION 2-252 ENTITLED "PROTESTED SOLICITATIONS AND AWARDS"; SECTION 2-253 ENTITLED "SUSPENSION AND DEBARMENT"; SECTION 2-254 ENTITLED "INSPECTION AND TESTS"; SECTION 2-255 ENTITLED "EQUAL OPPORTUNITY/MINORITY AND WOMEN BUSINESS ENTERPRISES"; REMOVING SECTION 2-256 ENTITLED "CONFLICT OF INTEREST"; AND, ADDING NEW SECTION 2-256 "BID PREFERENCES"; 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 ("Town") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town has codified a procedure governing the procurement of goods and services, in which the Town has established procedures and the methods of procurements to be used when the Town desires to purchase goods and services; and

**WHEREAS**, it is generally in the best interest of the Town to use competitive procurement methods in order to obtain the best price and maximize the value of public funds in procurements; and

**WHEREAS**, establishing procurement methods and procedures for Town purchases, will provide for the fair and equitable treatment of persons and entities involved in purchasing by the Town, and establish safeguards for maintaining a procurement system of quality and integrity; and

**WHEREAS**, Town staff has recommended to the Town Commission that it amend Chapter 2, Article V, Division 2, Sections 2-244, 2-245, 2-246, 2-247, 2-248, 2-249, 2-250, 2-251, 2-252, 2-253, 2-254, 2-255, and 2-256; and

**WHEREAS**, the Town Commission has reviewed the recommendations of Town staff, and has determined that amending Chapter 2, Article V, Division 2, Sections 2-244, 2-245, 2-246, 2-247, 2-248, 2-249, 2-250, 2-251, 2-252, 2-253, 2-254, 2-255, and 2-256 of the Town's Code of Ordinances is necessary to further the public health, safety and welfare.

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

**Section 1.** The whereas clauses are incorporated herein as true and correct, and are the legislative findings of the Town Commission.

**Section 2.** Chapter 2, Article V, Division 2, Sections 2-244, 2-245, 2-246, 2-247, 2-248, 2-249, 2-250, 2-251, 2-252, 2-253, 2-254, 2-255, and 2-256 of the Town's Code of Ordinances are hereby amended to read as follows:

**DIVISION 2. PURCHASING**

**Sec. 2-241. General purpose.**

The purpose of this division is to meet the following objectives:

- (1) Establish policies governing all purchases and contracts;
- (2) Encourage and promote fair and equal opportunity for all persons doing business with the town;

- (3) Obtain goods and services of satisfactory quality and quantity at reasonable cost for the town;
- (4) Permit the continued development of procurement policies and procedures through the promulgation of administrative regulations and internal procedures of purchasing and contracts;
- (5) Foster effective broad-based competition within the free enterprise system; and
- (6) Provide safeguards for the maintenance of a procurement system of quality and integrity.

**Sec. 2-242. Supplementary general principles of law applicable.**

(a) *Compliance with federal and state law.* The town shall comply with all applicable federal and state laws.

(b) *Principles of law and equity.* The principles of law and equity, including the Uniform Commercial Code of this state (F.S. chs. 670--680), laws relative to ethics, and laws relative to contract, agency, fraud, misrepresentation, duress, coercion, mistake or bankruptcy shall supplement the provisions of this division.

(c) *Access to procurement information.* Procurement information shall be a public record to the extent provided in F.S. ch. 119, and shall be available to the public as provided by law.

(d) *Preference to proposals for goods and services.* The town shall have the option to give preference to proposals for goods and services received from vendors whose businesses are based within the town where price, quality and other relative factors are comparable.

**Sec. 2-243. Requirement of good faith.**

The provisions of this division require all parties involved in the development, performance or administration of purchasing contracts of the town commission to act in good faith.

The town commission recognizes that fair and open competition is a basic tenant of public procurement; that such competition reduces the appearance and opportunity for favoritism and inspires public confidence that contracts are awarded equitably and economically, and that documentation of the acts taken and effective monitoring mechanisms are important means of curbing any improprieties and establishing public confidence in the process by which commodities and contractual services are processed. The purchase of all commodities and services will be in accordance with town policy, codes, regulations and all applicable state statutes

**Sec. 2-244. Application and exclusions.**

(a) The provisions of this division shall apply to every purchase/procurement by the town, irrespective of their fund source, including state and federal assistance monies, except as otherwise specified by law. Items in this category shall be paid for through a



request for disbursement or other payment approval techniques. The provisions of this division shall not apply to:

- (1) Interlocal Agreements between the town commission and nonprofit organizations or governmental entities including the procurement, transfer, sale or exchange of goods and/or services.
- (2) Procurement Payment of dues and memberships in trade or professional organizations; subscriptions to periodicals; title insurance for real property; court reporter services; water, sewer and electrical utility services; copyrighted materials; patented materials; and fees and costs of job-related seminars and training.
- (3) Real property.
- (4) Legal services, including attorney, paralegal, expert witness, appraisal, or mediator services.
- (5) Auditing services.
- (6) Lectures by individuals.
- (7) Goods and/or services given, or accepted by the town via grant, gift or bequest.
- (8) Goods purchased with petty cash in accordance with established town procedures.
- (9) Goods and/or services purchased under contract with the federal, state or any other municipal government or government agency or political subdivision providing the vendor extends the same terms and conditions of the contract to the town.
- (10) Items purchased for resale to the general public.
- (11) Permits (payable to governmental entities).
- (12) Approved travel expenses.
- ~~(13) Legal settlements. (However, any legal settlements over the amount of \$5,000.00 shall be approved by the town commission in a public meeting.)~~
- (14~~3~~) Insurance.
- (15~~4~~) Health services.
- (16~~5~~) Conferences and travel.
- (17~~6~~) Utilities bills.
- (18~~7~~) Normal recurring disbursements not for the purpose of acquiring goods and services.

(b) The exclusions listed above do not preclude the town from procuring such goods and/or services using the procedures listed herein this division.

(c) The minimum requirements of this division do not preclude additional procedures from being taken as deemed appropriate by the town manager or town staff.

**Sec. 2-245. Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Agreement:* The written agreement between the Town of Lake Park and vendor covering the work to be performed; other contract documents are incorporated into or referenced in the agreement and made a part thereof as provided therein.

*Amendment:* A modification, deletion or addition to an executed contract by means of a formally executed document signed by both parties.

*Bid:* A formal written price offer by a vendor to the town to furnish specific goods and/or services in response to an invitation to bid.

*Bid award:* A contract and/or purchase order to the selected vendor to provide specific commodities and/or services to the town for which funds have been appropriated by the Town of Lake Park Commission.

*Bid criteria:* The basis upon which the town will rely to determine acceptability of a bid or proposal, as stated in the bid or the proposal, including, but not limited to, inspection, testing, quality, workmanship, delivery, price, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total cost or life cycle costs.

*Blanket purchase order:* A purchase order under which vendor agrees to provide goods and/or services to a purchaser on a demand basis.

*Certificate of contract completion:* A form which indicates that a project has been satisfactorily completed and the contractor has paid all labor, materials and other charges against the project in accordance with the terms of the contract.

*Certificate of insurance:* A document which shows proof of insurance, coverage, types and amounts.

*Change order:* A written instrument issued on or after the effective date of the formal written contract or purchase order which, when duly executed by the town and contractor, amends the contract documents to provide for a change in the work or in the provisions of the contract documents, or changes in contract price or contract time, or any combination thereof. A change order to a purchase order must be approved by the finance director and/or town manager for all changes that affect the original dollar amount by an increase of ten (10%) percent or more. Change orders of \$10,000.00 or

more require the approval of the town commission shall proceed pursuant to Chapter 2, Article III, § 2-82 pertaining to the purchasing authority of the town manager.

*Commodities:* Any tangible personal property other than services or real property.

*Consultants Competitive Negotiation Act (CNNA):* Acquisitions of architectural, engineering, landscape architectural or surveying and mapping services. (F.S. § 287:055).

*Consulting services:* All other services that do not fall under the definition of professional services for the Consultant Competitive Negotiation Act (CCNA).

*Consulting services contract:* A continuing contract to retain the services of a consultant(s). The authorization for performance of services by the consultant shall be in written form issued and executed by the town and signed by the consultant.

*Contract:* A deliberate verbal or written agreement between two or more competent parties to perform or not perform a specific act or acts, or any type of agreement (regardless of what it is called) for the procurement or disposal of goods, services or construction in exchange for money or other consideration. An authorized purchase order is a contract even though it is only signed by the town manager, finance director or designee.

*Debarment:* The exclusion, for cause, of a vendor or contractor from bidding and/or receiving a contract to do business with the town.

*Design-build:* The requirement for which a single contract with a design-build firm is entered into for the design and construction of a capital improvement construction project.

*Designee:* A duly authorized representative of a person, organization, or agency.

*Discrimination:* Any vendor ~~who~~ that has been placed on the discrimination vendor list as defined by F.S. § 287.134, shall not be able to transact business with the town to the extent as specified in § 287.134 (2) (b).

*Emergency purchase:* Procurement made in response to certain emergencies or when the delay caused by complying with all governing rules, regulations, and/or procedures would be detrimental to the health, safety and welfare of the town and/or its citizens or would create a hardship on the reasonable conduct of business in a timely fashion. Lack of planning, or funding surpluses, do not justify emergency purchases.

*Estimate:* A stated expectation of price based upon time, quantity or other qualifiers.

*Evaluation committee:* A committee comprised of Town of Lake Park staff is hereby established for the purpose of evaluating all bids and proposals submitted in response to invitations for bids or requests for proposals for purchases with an estimated cost of \$25,000 or more. The evaluation committee shall have no less than three voting members and shall consist of the following:

- (1) The originating department director who may appoint up to three other members of the same department; and
- (2) The finance director who shall chair the evaluation committee as a non-voting member.

The town attorney shall provide advisory legal assistance as requested.

*Field purchase order:* A purchase of less than \$1,500.00 that does not require a purchase requisition or regular purchase order.

*Formal contract:* Represents a legal obligation on the part of each party to the formal contract, which results from both parties' signatures being affixed to the contract documents and some additional obligation imposed by law.

*Health services:* The procurement of any medical functions not covered by insurance, including but not limited to pre-employment physicals, random drug screening, medical consultations, and the contractual employment of the medical director for the county fire department.

*Invitation for bids:* All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids for the procurement of construction, commodities, and/or services.

*Letter of renewal:* A document, generated by either party, to renew or extend the contract in accordance with the terms of the original contract. Contract renewals will be requested by the ~~department head~~ department director of the originating department and prepared and approved by the town manager, finance director or designee and/or town commission where applicable per contract documents.

*Local merchant:* A merchant whose primary place of business is located within the municipal boundaries of the Town of Lake Park, Florida, and which has possessed a valid Town of Lake Park Business Tax Receipt for a minimum of one continuous year prior to the issuance of the invitation for bids or request for proposals.

*Mandatory bid amount:* The threshold dollar amount established as policy by the town commission at and above which the formal competitive sealed bid process shall be used, except as otherwise provided herein. The mandatory bid amount is \$25,000.00 as established by the town commission.

*Minority business enterprise:* ~~Any small business concern, which is defined as a minority business enterprise pursuant to~~ business certified by the Office of Supplier Diversity which meets the criteria outlined by F.S. § 288.703, as amended from time to time.

*Minority person:* Shall be defined as ascribed described by F.S. § 288.703, as amended from time to time.

*Nonresponsive bidder, proposer, or respondent:* Any vendor responding to an invitation to bid, request for proposals, or request for statement of qualifications ~~who~~

that does not submit the required signed documents or submits incomplete requested documents and/or information.

*Notice to proceed:* A written notification from the town manager or finance director or designee to the contractor to establish commencement of the contractor's responsibilities under the provisions of the contract.

*Originating department:* The town department issuing the invitation to bid, request for proposals, or request for statement of qualifications.

*Palm Beach County Merchant:* A merchant whose primary place of business is located within the boundaries of Palm Beach County, Florida, and which has possessed a valid Palm Beach County Local Business Tax Receipt for a minimum of one (1) continuous year prior to the issuance of the invitation for bids or request for proposals.

*Person:* Any business, individual, union, committee, club, or organization, or group of individuals.

*Piggyback:* A method of procuring the same goods or services utilizing a contract issued by another public agency that has fulfilled the requirements of competitive solicitation.

*Procurement:* Buying, purchasing, renting, leasing or otherwise acquiring any commodities and/or services for public purposes in accordance with the law, rules, regulations and procedure intended to provide for the economic expenditure of public funds. It includes, but is not limited to, all functions which pertain to the obtaining of any supplies, materials, equipment and/or services including construction projects and capital improvement projects, as defined herein, required by the town.

*Professional services (PS):* A solicitation for responses for CCNA services which include architectural, engineering, landscape architectural, and registered land surveying and mapping services as defined and prescribed under F.S. § 287.055.

*Project manager:* A person designated by the town manager to ensure compliance with town codes, resolutions, procedures, and specification for contracts which he/she originates. The project manager, along with the Department Head department director of the originating department is held accountable for contract compliance.

*Proposal:* An executed formal document submitted by a vendor to the town stating the goods and/or service offered to satisfy the need as described in a request for proposals (RFP), request for statement of qualifications (RFQ) or a request for information (RFI).

*Public entity crime:* Any vendor who has been convicted of a public entity crime as defined by F.S. § 287.133, shall not be able to transact business with the Town to the extent as specified in F.S. § 287.133 (2) (a). 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids,

proposals, or replies 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 following the date of being placed on the convicted vendor list.

*Public notice:* The required notification or advertisement of an invitation to bid, request for proposal, or other competitive solicitation provided for in this division, to be given to prospective vendors for a reasonable/required period of time as determined by the town manager, which shall, at a minimum, include:

- (i) Posting public notice on the town's official website; and
- (ii) Notice in a newspaper of general circulation when required by applicable law.

The public notice shall describe the goods or services sought, and state the date, time and place of the bid/proposal/solicitation opening.

*Public record:* Upon award recommendation or ten days after opening, invitation to bid, request for proposals, request for statement of qualifications and request for information become public records and shall be subject to public disclosure consistent with F.S. ch. 119.

*Purchase order:* The town's document used to authorize a purchase transaction with a vendor, which contains provisions and/or descriptions for goods and/or services ordered. Acceptance of a valid purchase order by a vendor shall constitute a legally binding contract.

*Purchasing card:* A method of payment whereby charges are paid based on receipts or invoices at month end utilizing a supplier-specific credit card and not requiring a purchase order.

*Quotation:* Any ~~oral or written informal~~ offer by a vendor to the Town to furnish specific goods and/or services at a stated price.

*Request for information (RFI):* A solicitation for response from interested and prospective vendors/contractors to provide information to determine specifications, qualifications and/or capabilities to satisfy a need rather than a firm specification and in which the respondent may be given latitude in order to develop a product and/or service which will fulfill the need. Upon receipt of responses to the RFI, the town may develop specifications for an invitation for bid or criteria for a request for proposal, either of which may be issued to qualified proposers ~~whethat~~ submitted responses to the RFI.

*Request for letters of interest:* A solicitation of responses from interested and prospective vendors to provide information and/or specifications in order to determine qualifications and/or capabilities to satisfy a need rather than a firm specification, and in which the vendor may be given latitude in order to develop a product and/or service which will fulfill the need.

*Request for proposal (RFP):* A solicitation of responses for commodities and/or services for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined. Evaluation of a proposal is based on prior established criteria wherein the RFP shall state the relative importance of price and other evaluation factors.

*Request for qualification (RFQ):* Solicitation for statement of qualifications pursuant to F.S. § 287:055, known as the Consultants Competitive Negotiation Act (CCNA).

*Requisition:* An internal document generated by the originating requesting department and forwarded to the town manager or finance director requesting purchase of commodities and/or services.

*Responsible bidder, proposer, or respondent:* A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, ability, reliability, capacity, facilities, equipment, financial resources and credit which will assure good faith performance.

*Responsive bid:* A bid submitted by a responsive and responsible bidder, which conforms in all material respects to the invitation for bids.

*Responsive bidder:* A bidder ~~who~~ that has submitted a bid, which conforms in all material respects to the invitation for bids.

*Responsive proposal:* A proposal submitted by a responsive and responsible proposer, which conforms in all material respects to the request for proposal.

*Responsive proposer:* A proposer ~~who~~ that has submitted a proposal, which at a minimum conforms in all material respects to the request for proposal.

*Sales tax recovery:* An option, resulting from the town's tax exempt status, reserved by the town to purchase all, any, or none of the materials and equipment included in each contract agreement directly from the manufacturer or supplier.

*Sole source:* The only existing source of an item or service which meets the needs of the ~~user~~ originating department as determined and documented by a reasonable analysis of the marketplace. If in the process of a public bid, only one response is received, the town manager or finance director may proceed as a sole source purchase.

*Specification:* A concise statement of terms, conditions and a set of requirements to be satisfied by a product, material, service, or process used in an invitation for bids, request for proposals, and request for statement of qualifications. It may include a description of any requirement for inspecting, testing, or preparing a commodity, service, or construction item for delivery.

*Surety bonds:* A document from the contractor, which is issued to guarantee that an obligation will be fulfilled. The nature of the obligation determines the type of bond

that will be issued. The types of surety bonds include: license and permit bonds, public official bonds, bid, performance, labor, material and payment bonds.

*Suspension:* The temporary debarment of a vendor for a period not to exceed three years.

*Town:* When herein referenced refers to the Town of Lake Park.

*Warranty:* The representation, either expressed or implied, that a certain fact regarding the subject matter of a contract is presently true or will be true.

#### **Sec. 2-246. Organization.**

The finance department shall be the agency through which the town will conduct all of its procurement and contracting for all supplies, material, equipment, contractual services, professional and consultant services, construction and/or combination of goods and services. A properly completed purchase requisition should be completed and approved by the ~~appropriate department director of the originating~~ department head prior to submission to the finance department. When a field purchase order is used, a requisition need not be completed but the field purchase order should be approved by the department Head director, and a copy of the field purchase order promptly sent to the finance department.

#### **Sec. 2-247. Procurement ~~method~~ thresholds.**

(a) *Twenty-five thousand dollars or more estimated cost.* Any purchase with an estimated cost of \$25,000.00 or more except in an emergency situation (as determined by the town manager), or when involving single-source commodities (as determined by the finance director or town manager) must have an invitation to bid or request for proposal formally advertised in a newspaper of general circulation in the county, for a period of time as specified in Section 2-248(c) prior to the date set for submittal of bids or proposals. All purchases with an estimated cost of \$25,000 or more shall ~~require Town Commission approval.~~ proceed pursuant to Chapter 2, Article III, § 2-82 pertaining to the purchasing authority of the town manager.

(b) *Ten thousand dollars through \$24,999.99.* All purchases having a value between \$10,000.00 through \$24,999.99 must have at least three written quotes from vendors. The results should be summarized by the ~~cost center~~ procuring the commodity or service originating department, and the purchase reviewed by the finance director, and approved by the town manager. Three quotes are not required in emergency situations or when involving single-source commodities, as determined by the finance director ~~or and the~~ town manager. All purchases with an estimated cost of \$10,000.00 or more shall ~~require Town Commission approval.~~ proceed in pursuant to Chapter 2, Article III, § 2-82 pertaining to the purchasing authority of the town manager.

(c) *Fifteen hundred dollars through \$9,999.99.* All purchases having a value of \$1,500.00 through \$9,999.99 must have at least three phone quotes documented by the procuring originating department. The documentation should include the vendor name, phone number, contact person, and quoted price. The town manager, finance director or the designee's assistant must approve all purchases between the amounts of



\$1,500.00 and \$9,999.99. Appropriate quotes should be submitted to the finance department with the purchase requisition. All purchases having a value of between the amounts of \$1,500.00 and \$9,999.99 shall proceed in accordance with Chapter 2, Article III, § 2-82 pertaining to the purchasing authority of the town manager.

(d) *One cent through \$1,499.99.* All purchases having a value between \$0.01 and \$1,499.99 may be made using a field purchase order (FPO). It is the responsibility of the ~~procuring~~-originating department to ensure that items are obtained at a competitive price, and that the department has not exceeded the line-item budgetary appropriation for the items purchased. The ~~procuring~~-originating department shall not use field purchase orders to make more than one purchase of the same item within five business days if the total cost is more than \$1,499.99.

(e) *Review of purchases.* The finance department may review purchases from time to time to ensure the validity of the purchase, including but not limited to, a confirmation of the need for the items purchased, verification of the department's report and its supporting documentation, the adherence to these purchasing procedures, and the overall integrity of the process used. One copy of each field purchase order shall be immediately forwarded to the finance department by the ~~user~~originating department after completion of the purchase.

(f) *Aggregate Annual Amounts.* All references to bids and purchases and amounts established for bid parameters shall be deemed to be aggregate annual amounts, to the extent ~~feasible~~by each department. The total annual expected value of the purchase is to be used to determine the type of bid process to be applied. There shall be no artificial division of orders, piecemeal orders or other plans of order diversion or pyramiding to avoid said requirement.

(g) *Unauthorized purchases prohibited.* Unless specifically identified and approved it shall be prohibited for any town employee to order the purchase of any goods or services or make a contract other than through the finance director unless otherwise provided herein. Any purchase or contract made contrary to the provisions hereof are not authorized and shall not be binding upon the town, even though said goods and/or services are used or consumed in support of the effort of the town.

#### **Sec. 2-248. Competitive sealed bid process.**

(a) *Threshold amount.* The threshold dollar amount established as policy by the town commission at and above which the competitive sealed bid process shall be used, except as otherwise provided herein shall be \$25,000.00.

(b) *Invitation for bids.* Shall include the specifications, scope of service, all terms and conditions applicable to the bid and shall set forth the evaluation criteria to be used to determine the award.

(c) *Publication of notice.* Public notice of the invitation to bid shall be published in a newspaper of general circulation in the county for a period of time, as determined herein, prior to bid submittal deadline, and posted on the Town of Lake Park official web site. The public notice shall state the place, date, and time of bid opening.

(1) For bids estimated to be from \$25,000.00 or more and expected to be under less than \$200,000.00, the public notice of the invitation to bid shall provide a minimum of 21 days for submission of bids.

(2) For bids estimated to be ~~over~~ more than \$200,000.00 public notice of the invitation to bid shall provide at least 30 days for submission of bids unless determined by the town manager or finance director to not be in the best interest of the town.

(d) *Bid submission.* Bids must be ~~received,~~ submitted in a sealed envelope no later than the time and date set forth as the bid submittal deadline and at the location specified in the invitation to bid. Any bids received later than the bid submittal deadline or at any other location than as specified in the invitation to bid will ~~shall~~ not be accepted and shall be returned unopened to the bidder. It shall be the bidder's sole responsibility to ensure that ~~their~~ its bid reaches the specified place for receipt of bids by the specified time deadline. The town shall bear no responsibility for any failure of the U.S. Postal Service, other courier service or town employee to successfully deliver a bid to the designated delivery location. It is noted that bidders shall be allowed to withdraw their bids at any time prior to bid opening.

(1) All bids and accompanying documentation received from bidders in response to an invitation to bid become the property of the town, and will not be returned to the bidders. In the event of a contract award, all documentation produced as part of the contract shall become the exclusive property of the town.

(e) *Bid acceptance and evaluation.* Bids shall be accepted from all qualified vendors except as otherwise provided herein and shall be evaluated based on the requirements set forth in the invitation for bid. Unsolicited alternates will not be considered.

The town may, at any time and in its sole discretion, reject all bids and/or re-advertise for bids using the same or different specifications and terms and conditions.

(f) *Bid opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place specified in the invitation to bid. At the time of public opening, the town clerk or designee will officiate at all public bid opening of sealed bids, and shall announce and record the name of each bidder, the amount of each bid and such other relevant information as the town manager deems appropriate.

(g) *Public record.* Upon award recommendation or ten days after opening, bids become public records and shall be subject to public disclosure consistent with F.S. ch. 119.

(h) *Cancelling or postponing invitation to bid.* The town manager or finance director may, prior to bid opening, elect to cancel an invitation to bid or postpone the

date and/or time of bid submission or opening. In such situations, an addendum will be issued.

(i) *Withdrawal of bids.* A bidder can withdraw ~~their~~ its bid up to the time listed for receipt of bids. If a bidder unilaterally withdraws ~~their~~ its bid without permission after bid opening, the finance director may suspend the vendor from participating in future bids for up to three years.

(j) *Corrections to bids.* The following shall govern the corrections of information submitted in a bid when the information is a material factor in determining the responsiveness of the bid.

(1) Errors in extension of unit prices or in multiplication, division, addition or subtraction in a bid may be corrected by the finance director or designee prior to award. In such cases, the unit prices bid shall not be changed. When bidders quote in words and in figures on items on the bid sheet and the words and figures do not agree, the words shall govern and the figures shall be disregarded.

(2) Nothing herein is intended to prohibit the acceptance of a voluntary reduction in price from the low bidder after recommendation to award bid to the low bidder, provided such reduction is not conditioned on, or does not result in, the modification or deletion of any specifications or conditions contained in the invitation to bid.

(k) *Responsible bidder.* Factors to be considered in determining whether the standard of responsibility for bidders/proposers has been met include whether, in the town's determination, a prospective vendor/contractor has:

(1) Appropriate financial, material, equipment, facility, and personnel resources, experience, knowledge and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements as demonstrated by the vendor's submitted bid documents.

(2) A satisfactory record of performance on similar projects as set forth by the vendor's submitted bid documents and as verified by the town.

(3) A ~~satisfactory~~ record of integrity- that is satisfactory to the town.

(4) ~~Qualified legally~~ Documented that it is legally established to conduct business and to contract with the town.

(l) *Responsive bidder.* A bid shall be considered responsive only if it conforms to the requirements of the invitation for bids concerning pricing, surety, insurance, specifications of the commodities or services requested, inclusion of required documents and signed forms and any other matter unequivocally stated in the invitation for bids.

(m) *Tie bids.* If two or more bidders are tied, the tie may be broken and the successful bidder selected by the following criteria presented in order of importance and consideration:

- (1) Quality of the items or services bid if such quality is ascertainable.
- (2) Delivery time if provided in the bids by the bidders.
- (3) Certification of a "Drug-Free Workplace Program" which meets criteria established in F.S. § 287.087.
- (4) Physical location of the vendors with the following award preferences in the following priority order of priority for purposes of tabulating and/or ranking proposals:
  - i. ~~A Town of Lake Park vendor~~ local merchant (first priority).
  - ii. ~~A Palm Beach County vendor~~ merchant (second priority).
  - iii. ~~A Florida vendor~~ merchant (third priority).
  - iv. A minority business enterprise certified pursuant to the provisions of F.S. § 288.703, as amended from time to time.
- (5) ~~If the above criteria are impossible to determine with any reasonableness or do not resolve the issue it is impossible with any reasonableness to determine if any of the above criteria have been met, or if application of the above criteria do not resolve the issue,~~ the award will be given to that bidder whose bid was received earliest in time by the town as indicated by the time clock stamp impressed upon the bid envelope of each bidder.

(n) *Bid award.* Award will ordinarily be made to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the invitation for bids. Notice of intent to award, along with a tabulation of the bid/proposal results, shall be posted by the town clerk on the town's official website five business days prior to the commission award. All bidders, proposers, offerors or contractors affected by the proposed award of contract will also be notified by the town clerk at the time of posting, via telefax or other means, of the intended award. The award shall be effective upon approval of by the town commission and upon issuance of a purchase order, execution of a contract, or written notice of award by the finance director or town manager. The town may reject any bid prior to such issuance. In the event only one bid is received, the town may award to the sole bidder if the bid is deemed to be reasonable and in the best interests of the town or to request new bids. In the event all bids exceed budgeted funds, the finance director, with direction of the town manager, in cooperation with affected the department director of the originating department, is authorized, when time or economic considerations preclude re-solicitation to negotiate an adjustment of the

bid price and/or bid specifications with the low responsive and responsible bidder in order to bring the bid within the amount of budgeted funds.

(o) *Rejection or award of bids.*

(1) The town reserves the right to accept or reject any and all bids and/or to make award to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the invitation to bid and whose award will, in the opinion of the town, be in the best interest of and most advantageous to the town.

(2) Factors to be considered in determining whether the standard of responsibility has been met include whether, ~~in the town's determination,~~ a prospective vendor/contractor has provided:

a. Appropriate financial, material, equipment, facility, and personnel resources, experience, knowledge, and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements; as demonstrated by the vendor in the bid documents;

b. A satisfactory record of performance on similar projects; as specifically set forth in the bid submitted by the vendor/contractor and verified by the town;

c. A ~~satisfactory~~ record of integrity; that is satisfactory to the town;

d. ~~Qualified legally~~ Documentation that the vendor/contractor is a legally established business entity, is in good standing, and is able to conduct business in the state of Florida and to contract with the town; and

e. ~~Supplied a~~ All necessary information in connection with the inquiry concerning responsibility including but not limited to any current licenses, permits, insurance, or organization papers required. official documentation of its legal status.

The prospective vendor/contractor shall supply the above information requested ~~by the town concerning the responsibility of such vendor/contractor or documentation to the town as part of the bid documents it submits to the town pursuant to the town's invitation to bid. If~~ asuch vendor/contractor fails to supply the requested such information the town shall consider the bid documents submitted to be not responsive to the invitation to bidbase the determination of responsibility upon any available information or may and find the prospective vendor/contractor nonresponsive if such information is not submitted within the time specified by the Finance Director.

(3) The town may conduct a prequalification process to evaluate~~in which~~ the responsibility of potential vendors/contractors is ~~evaluated~~ and may then limit acceptance of bids or proposals to those vendors/contractors deemed qualified in such process.

(p) *Changes and amendments.* The finance director and/or town manager may authorize changes/amendments for construction, and goods and/or services within the overall scope of the project or procurement of up to a cumulative amount of ten percent or \$10,000.00, whichever is lower, pursuant to § 2(10) of Chapter 2, Article III, § 2-82 pertaining to the purchasing authority of the town manager. If the amendment/change order exceeds the maximum amounts herein, the amount of the amendment/change order must be approved by the town commission. If the change is outside the scope of the original project or procurement as determined by the finance director and/or town manager, a new invitation to bid must be issued, unless an emergency or sole source situation exists. Should an emergency or sole source situation exist, a new contract with the existing contractor may be negotiated and presented to the town commission for approval, provided such contractor is qualified and available to perform on the new project, or is capable of securing the services of a qualified subcontractor. Extensions of time frames for completion of contracts may be authorized by the finance director and/or town manager.

**Sec. 2-249. Competitive sealed proposal process. Requests for proposal (RFP) or requests for information (RFI).**

When it is determined by the town manager that the use of competitive sealed bidding is either not practical or not advantageous to the town, the competitive proposal process may be used as an alternative to the competitive bid process.

- (a) *Public notice.* Public notice of the request for proposal or request for statement of qualification shall be given in the same manner as provided for competitive sealed bidding except all RFP or RFQ require a minimum of 21 days for submission of proposals unless determined by the finance director to be not in the best interest of the town.
- (b) *Evaluation factors.* The request for proposals shall state the relative importance of price and other evaluation factors as listed in the request for proposal.
- (c) *Submission.* Proposals must be received no later than the specified time and date and at the location specified for submission in the request for proposal (RFP) or request for statement of qualifications (RFQ). No proposal shall be accepted after such time or at any other location than specified; any proposal received later or at any other location than specified shall be returned unopened.
- (d) *Proposal cancellation or postponement.* The town manager, finance director or designee may, prior to the RFP or RFQ due date, elect to cancel or postpone the date and/or time for submission or opening. In such situations an addendum will be issued.
- (e) *Discussion with responsible proposer and revisions to proposals.* As provided in the request for proposals, discussions may be conducted with any responsible proposer who that submits a proposal determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Proposer

shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no exchange of information regarding the content or feasibility of the proposals ~~by~~to competing vendors.

A proposer or bidder shall not communicate with any town elected or appointed official or employee other than a person listed in the bid or contract documents as the contact person for a particular bid or contract prior to the time an award decision has been made by the town. Any communication between the proposer or bidder and the town shall be to the employee listed in the bid or contract documents and shall be solely for the purposes of obtaining information or clarification necessary to develop a responsive, accurate proposal or bid. If a proposer or bidder fails to observe this restriction on communications, it shall be grounds for disqualifying the offending proposer or bidder from consideration for award of the proposal or bid.

- (f) *Proposal evaluation.* Award shall be made to the most responsive, responsible proposer whose proposal is determined to be the most advantageous to the town in accordance with the evaluation criteria contained in the RFP/RFQ; ~~e~~Evaluation of proposals may be made in a multi-step selection process as set forth in the RFP or RFQ.
- (g) *Award.* Notice of the intent to award, along with a tabulation of the bid/proposal results, shall be posted by the town clerk on the town's official website five business days prior to the commission award. All bidders, proposers, offerors or contractors affected by the proposed award of contract will also be notified by the town clerk at the time of posting, via telefax or other means, of the intended award.
- ~~(1) The town reserves the right to conduct negotiations with two or more proposers who respond to an RFP.~~
- ~~(2)~~(1) Negotiations involving the Consultants Competitive Negotiation Act (CCNA) will be conducted by a team selected by the town manager.
- (h) *Proposal vs. bid.* All of the guidelines specified for invitation to bid will apply to request for proposals unless otherwise stated in the guidelines for request for proposals.
- (i) *Consultant services.* Consultant ~~S~~Services for services other than for architecture, engineering, landscape architectural or surveying and mapping services are acquired in compliance with policies outlined in invitation to bid and/or request for proposal.

(1) Architectural, engineering, landscape architectural or surveying and mapping services are acquired using F.S. § 287.55, known as the Consultants Competitive Negotiation Act (CCNA).

(2) Design build contracts shall be established in compliance with F.S. § 287.055, known as the Consultants Competitive Negotiation Act (CCNA).

(j) *Continuing consultant services.* The Consultant's Competitive Negotiation Act (CCNA) does not provide criteria for negotiating a contract for continuing consultant services. The town has established selection criteria among consultants under continuing consultant services contracts. Consultant services required for any project, which is within the scope of a continuing service contract with the town, which services are within the scope of the Consultant Competitive Negotiations Act, shall be awarded as follows:

(1) The town manager and department head ~~in charge of the project for which such services are required~~ director of the originating department shall determine which of the service providers then under continuing contract with the town are potentially capable of providing the required services.

(2) The town manager or finance director shall then request that each such provider submit a proposed scope of services and a fee quotation. The department head ~~director of the originating department~~ shall review the proposals received. In the event he/she determines it to be in the best interest of the town, prior to completing his/her review, to enter into negotiations with any service provider which has submitted a proposal with respect to the proposed scope of services, the proposed fee, or both, in order to have the project completed in the most efficient and economical manner possible, upon the conclusion of any such negotiations, the department head director shall complete review of the proposals.

(3) Upon completion of the proposals review, the department head director of the originating department shall prepare and submit to the finance director and town manager his/her recommendation as to which service provider should, in his/her professional judgment, receive authorization to perform the work. In making such determination he/she shall take into account factors set forth in F.S. § 287.055 (4)(b), with respect to service providers then under continuing contracts with the town and the price for which the services are to be rendered.

(4) The town manager will be the approving authority for all price proposals under \$10,000.00; ~~for all price proposals over \$10,000.00 the town manager will review and make his/her recommendation to the town commission for approval pursuant to Chapter 2, Article III, § 2-82 pertaining to the purchasing authority of the town manager.~~



**Sec. 2-250. Alternative source selection.**

(a) *Small purchases.* Any purchase for an amount less than the mandatory bid amount may be made in accordance with those procedures promulgated in the Code; provided, however, no purchase shall be artificially divided so as to constitute a purchase for an amount less than the mandatory bid amount.

(b) *Sole source purchases.* The town manager may make or authorize a purchase without competitive bid when the ~~appropriate department head~~ director of the originating department has documented in writing that such good and/or service is the only item that meets the need and is available through only one source of supply. Sole source purchases greater than ~~\$5,000.00~~ \$10,000.00 must be approved by the Town Manager. ~~In addition, all sole source purchases exceeding the mandatory bid amount \$10,000.00 shall be approved by the Town Commission.~~ pursuant to Chapter 2, Article III, § 2-82 pertaining to the purchasing authority of the town manager. Written determinations documenting sole source purchases shall be retained for a period of at least three years.

(c) *Emergency purchases.* The town manager ~~or the finance director or designee~~ may make or authorize emergency purchases as defined herein. The appropriate department head ~~director of the originating department~~ shall document in writing that such goods and/or services need to be purchased on an emergency basis. Emergency purchases of ~~\$10,000 or more~~ above the town manager's purchasing authority shall be approved by the town commission at the next regularly scheduled commission meeting. Written determinations documenting emergency purchases shall be retained for a period of at least three years.

(d) *Authority to waive bidding.* Bidding may be waived when it is determined to be not practicable or advantageous for the town as declared by the town commission.

(e) *Cooperative purchases ("piggybacking").* ~~Notwithstanding any requirements of this division, the Town Manager or the Finance Director may purchase goods and/or services under contract with the federal, state, or municipal governments or any other governmental agency or political subdivision providing the vendor extends the same terms and conditions of the contract to the Town.~~ Cooperative purchasing or piggybacking is only allowed for the purchase of the same product or service and limited only to variances in the quantity and or minor features of a product or service. The town may cooperatively purchase or piggyback from vendors or contractors who have been selected after a competitive process and selected by other governmental entities who are subject to competitive solicitations by Florida law. The vendor or contractor shall confirm in writing that it will provide the goods or services to the Town based upon the terms of the contract which is the subject of the cooperative purchasing . The Town and vendor or contractor shall enter into a contract which incorporates the terms of the cooperative purchasing contract. ~~Cooperative~~Such purchases shall be subject to the approval levels specified in § 2-247.

(f) *Field purchase orders.* Field purchase orders may be utilized for purchases of less than \$1,500.00. Field purchase orders do not require the preparation of a purchase requisition by the ~~procuring~~originating department or the approval of the

finance director prior to the procurement of a commodity and/or service. The ~~procuring~~originating department is responsible for ensuring that a competitive price is received for the commodity and/or service ordered, and that the budgetary appropriation for the commodity and/or service purchased is not over ~~expanded~~expended. The town manager or the finance department shall determine the integrity of such purchases.

(g) *Construction services.* The procurement of construction services by the town shall be acquired in accordance with the competitive sealed bid process outlined in § 2-248.

(1) Bid security shall be required for all competitive sealed bidding for construction contracts when the total cost of construction is estimated by the town manager or the finance director to exceed \$200,000.00. Bid security shall be an original bid bond executed by a surety company admitted and authorized to do business in the State of Florida. Cash, a certificate of deposit, treasurer's check, or a certified cashier's check satisfactory to the town may be tendered in lieu of the bid bond. Nothing contained herein shall prevent the town from requiring bid security on construction contracts under of less than \$200,000.00 as determined in the discretion of the town manager to be in the best interest of the town. Bid security shall be in an amount deemed sufficient by the town manager to ~~insure~~ ensure bid compliance but in no event shall the bid security be less than five percent of the bid amount.

(2) Bids or proposals which are submitted without the required bid security shall be rejected.

(3) Any person, firm or entity ~~whethat~~ enters into a written construction contract with the town which is for \$200,000.00 or more, shall, before commencing the work, execute and deliver to the town within the time specified by the contract or procurement documents, a payment and performance bond, each in the amount equal to or greater than 100 percent of the total contract price, unless the amount of the bonds is reduced to a lesser amount as determined by the town commission, but in no event shall the amount of each bond be less than 100 percent of the total contract price. The bonds shall be issued by a surety insurer authorized to do business in the State of Florida as a surety. The required bonds shall also be recorded in the public records of Palm Beach County. At the discretion of the town commission, any person or entity entering into a construction contract which is for \$200,000.00 or less may be exempted from executing the payment and performance bond.

(4) In lieu of the bond required by this section, a contractor may file with the town an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in F.S. Chapter 625, pt. 1L. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required by this section. The determination of the value of an alternative form of security shall be made by the town manager.

(5) The bond must state on its front page: the name, principal business address, and phone number of the contractor, the surety, the owner of the property being improved, and, if different from the owner, the contracting public entity; the contract number assigned by the contracting public entity, and a description of the project sufficient to identify it, such as a legal description or the street address of the property being improved, and a general description of the improvement. Such bond shall be conditioned upon the contractor's performance of the construction work in the time and manner prescribed in the contract and promptly making payments to all persons defined in F.S. § 713.01, as amended, who furnish labor, services, or materials for the prosecution of the work provided for in the contract.

(6) If at any time after the execution of the contract and the surety bonds, the town deems the surety or sureties upon such bonds to be unsatisfactory or, if for any reason such bonds cease to be adequate to cover the requirements of the contract, the town may require the contractor, at its sole expense and within five days after the receipt of notice from the town, to furnish an additional bond in such form and amount and with such surety as shall be satisfactory to the town. In such event, no further payment to the contractor shall be deemed to be due under the contract until such new or additional security shall be furnished in manner and form satisfactory to the town as to protect the interests of the town and ensure the payment of persons supplying labor and materials under the contract. Final payment of all construction projects shall be approved by the town manager after certification of completion from the community development director.

(7) Nothing herein shall prohibit the town from deleting line items within the invitation to bid and purchasing said items directly from a supplier in an amount not exceeding the bid amount per line item of the successful bidder, without further bidding, in an effort to benefit from the town's tax exempt status.

#### **Sec. 2-251. Contract document.**

(a) *General provisions.* Every procurement of contractual services shall be evidenced by a written agreement embodying all provisions and conditions of the procurement of such services, which provisions and conditions shall not be limited to:

(1) A provision that bills for fees or other compensations for services or expenses be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(2) A provision allowing unilateral cancellation by the agency for the refusal by the contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of F.S. ch. 119 and made or received by the contractor in conjunction with the contract.

(3) Where feasible, a provision dividing the contract into units of deliverables, which shall include, but not be limited to, reports, findings, and drafts, that must be received and accepted in writing by the contract manager prior to payment.

(4) A provision specifying the criteria and the final date by which such criteria must be met for completion of the contract.

(5) A provision specifying that the vendor (contractor) shall maintain the following insurance coverages in the amounts specified below during the term of the contract and any extensions thereof:

a. Workers' compensation insurance for all employees of the contractor for statutory limits in compliance with applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the contractor and all subcontractors. Employers liability limits shall be not less than \$1,000,000.00 each accident; \$1,000,000.00 disease-policy limit; and \$1,000,000.00 disease-each employee.

b. Comprehensive general liability of \$1,000,000.00, per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement \$2,000,000.00 aggregate.

c. Business auto liability of \$1,000,000.00 per occurrence or combined single limit for bodily injury and property damage liability. This insurance shall be an "any-auto" policy including hired and non-owned auto liability coverage.

The town shall be included as an additional named insured under the general liability and automobile liability policies and a waiver of subrogation against the town shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the term of the contract, and any extensions thereof. A current certificate of insurance issued not more than 30 calendar days prior to the submission of the bid documents demonstrating the required coverages shall be submitted with the proposer or vendor's bid documents. There shall be a 30 day notification to the town in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the contractor to ensure that all subcontractors are adequately insured or covered under their policies.

All certificates of insurance shall be subject to the town's verification and approval as part of the town's evaluation of the bid or proposal. The town may require the contractor or vendor to provide a complete certified copy of the insurance policy(ies). If the contractor or vendor includes the installation of machinery and/or equipment into an existing structure, the comprehensive general liability policy must include an endorsement covering same, including installation and transit.

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

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

Violation of the terms of such insurance requirements shall constitute a material breach of the contract by the contractor and the town, at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

(5)(6) Where applicable, a provision specifying that the contract may be renewed on a yearly basis for a maximum of two years after the initial contract, the terms under which the cost may change as determined in the invitation to bid or request for proposals; and that renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of appropriate funds.

(7) A provision specifying that the execution of the contract does not violate the Public Entity Crimes Act (F.S. § 287.133), and certifying that the vendors or its subcontractor(s) under the contract have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting the bid or proposal for the contract.

(b) *Signing of written agreement.* The written agreement shall be signed by the town manager and/or the mayor and an authorized representative of the contractor prior to the rendering of any contractual service, except in the case of a valid emergency as certified by the town manager.

## **Sec. 2-252. Protested solicitations and awards.**

(a) *Right to protest.* Any actual, or prospective, bidder or proposer ~~whethat~~ is allegedly aggrieved in connection with the solicitation or pending award of a contract may protest to the town's finance director.

(b) *Notice.*

(1) A written notice of bid protest (e.g., letter, etc.) that a bid protest will be filed must be submitted to the office of the finance director no later than 5:00 p.m. Eastern Time local time, three business days from the time of initial posting of notice of intent to award. The notice of bid protest must be in writing, and must identify the protestant and the solicitation involved, and shall include a factual summary of the basis of the protest.

(2) ~~Formal bid protest submission.~~ The formal written protest must then be filed at the office of the finance director no later than 5:00 p.m. Eastern Time local time, within five business days after the date of filing the notice of bid protest. The formal written bid protest shall contain at a minimum the following information:

- a. Identification of the name, address and contact information of the ~~protester~~protestant and the solicitation involved;
- b. A clear, brief, statement of the facts, legal arguments and other grounds on which the protest is based;
- c. Identification of any applicable statutes, or ordinance(s), or other legal authority(ies) which the ~~protester~~protestant deems applicable to the ~~[protest]~~solicitation involved; and
- d. ~~Clearly state~~ A clear statement, in writing, of the specific nature of the relief requested by ~~protester~~protestant.
- e. Any additional written or physical materials, objects, statements, and arguments, which the ~~protester~~protestant deems relevant to the issues raised in the request for review.

The protestant shall mail a copy of the notice of protest and the formal written protest to ~~any person with whom the protestant is in dispute~~ the finance director, and shall provide the town manager with evidence of such mailing.

(3) ~~A~~The formal written protest is considered filed with the town when it is received by the finance director. ~~Accordingly, a protest and~~ is not timely filed unless it is received by the finance ~~Department~~ director within the times specified above. Failure to file a written notice of bid protest and subsequent formal written protest within the time period specified shall result in relinquishment of all rights of protest by the vendor and abrogation of any further bid protest proceedings.

(4) These protest procedures shall be the sole remedy for challenging an award of bid or proposal. Bidders and proposers are prohibited from attempts to influence, persuade or promote through any other channels or means. Such attempts shall be cause for suspension in accordance with subsection 2-253(a).

(c) *Authority to resolve.* The finance director shall attempt to resolve the protest in a fair and equitable manner, and shall render a written decision within 10 business days to the protestant. The protestant may appeal such decision, in writing to the finance director within five business days of the date of the written decision, whereby a protest committee, comprised of the finance director, town manager, town attorney, and the department ~~head~~director of the ~~using~~originating department, shall have the authority to settle and resolve the protest.

(d) *Proceedings.* The finance director shall serve as the presiding officer of the protest committee in a nonvoting capacity. The town clerk shall give reasonable notice to all substantially affected persons or businesses prior to the date scheduled to consider the appeal of the protest.

(1) At or prior to the protest proceeding, the protestant may submit any written or physical materials, objects, statements, affidavits, and arguments which the protestant deems relevant to the issues raised.

(2) In the proceeding, the protestant, or its representative or counsel, may also make an oral presentation of the evidence and arguments. However, neither direct nor cross examination of witnesses will be permitted, although the presiding officer and other protest committee members may make whatever inquiries deemed pertinent to a determination of the protest.

(3) The judicial rules of evidence shall not apply and the protest committee shall base its decision on such information adduced in the course of the proceeding upon which reasonable prudent persons rely in the conduct of their affairs.

(4) A quorum of the committee consists of a majority of protest committee members. A decision shall be rendered by a majority vote of the committee members in attendance.

(5) If it is deemed that the solicitation or award is in violation of law or the procedures outlined in this resolution, the solicitation or award shall be cancelled or revised.

(6) If it is determined that the solicitation or award should be upheld, the finance director shall promptly issue a decision on behalf of the protest committee in writing stating the reason for the action with a copy furnished to the protestant and all substantially affected persons or businesses. The decision shall be final and conclusive as to the town. Any party may arrange for the proceedings to be stenographically recorded, and shall bear the expense of such recording. The proceedings shall be open to the general public.

(e) *Stay of procurement during protests.* In the event of a timely protest, the finance director shall not proceed further with the solicitation or with the pending award of the contract until the finance director, with the advice of the town attorney and after consultation with the using department director of the originating department makes a determination that the award of the contract without delay is necessary to protect substantial interests of the town.

(f) *Reservation of powers to settle actions pending before the courts.* Nothing in this section is intended to affect the existing powers of the town commission to settle actions pending before the courts.

(g) *Damages.* In the event ~~of the court upholding~~ that a court of competent jurisdiction upholds the protestant's claim, the court awarded damages on behalf of the protestant shall be solely limited to bid/proposal preparation costs.

### **Sec. 2-253. Suspension and debarment.**

~~(a) **AUTHORITY.** The Finance Director may suspend or debar for cause the right of a vendor to be included on a vendor list and any bid or response from that vendor rejected; provided, however, the Commission shall have the power to waive or lift such suspension or debarment.~~

(ba) *Suspension.* A vendor may be suspended for a period not to exceed two years as determined by the finance director based upon the following:

(1) Vendor defaults or fails to fully comply with the conditions, specifications, or terms of a any current or previous bid, quotation, proposal or contract with the town;

(2) Vendor commits any fraud or misrepresentation or provides false information in connection with a bid, quotation proposal or contract with the town;

(3) Vendor is charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

(4) Vendor is charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a town government contractor. If charges are dismissed or the vendor found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to town;

(5) Vendor becomes insolvent, has proceedings in bankruptcy instituted against it, or compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property;

~~(6) Vendor commission or any act or omission to perform any act which is grounds for debarment;~~

~~(7) Vendor violates the ethical standards set forth in local, state, or federal law;~~

~~(8) Vendor fails to comply with the minority or women business enterprise participation or minority or women business enterprise requirements of an awarded contract; or~~

~~(9) Any other cause the finance director determines to be so serious and compelling as to materially and adversely affect responsibility of a business to perform as a town government contractor, including but not limited to suspension by another governmental entity for substantial cause.~~

(eb) *Debarment.* A vendor may be permanently debarred for the following:

(1) Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal or contract with the town twice in any three-year period.

(2) Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the vendor's commercial enterprise stated in subsections (b)(3) and (b)(4) of this section. If the conviction or judgment is reversed through the appellate process, the debarment shall be



removed immediately upon written notification and proof of final court disposition from the vendor to the town.

(3) Placement of the vendor or its subcontractor(s) on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six months from the date of submittal of the bid or proposal.

(dc) *Decision.* After the finance director has determined there is cause to suspend or debar a vendor, the finance director shall notify the vendor in writing of the debarment or the period of suspension and the reasons for the action taken.

~~(e) *Public entity crime.* Any vendor who has been convicted of a public entity crime, as defined by F.S. § 287.133, shall not be able to transact business with the town to the extent as specified in F.S. § 287.133(3)(a).~~

~~(f)~~(d) *Finality of decision.* The suspension or debarment shall be final and conclusive unless the suspended or debarred vendor initiates protest proceedings pursuant to section 2-252 within 21 days after the date of notification.

#### **Sec. 2-254. Inspections and tests.**

(a) The finance director or ~~appropriate department head~~ department director of the originating department may inspect, or arrange for the inspection of, all deliveries of supplies, materials, equipment or contractual services to determine conformance with specifications set forth in the order of contract.

(b) Any ~~using~~ originating department which has the staff and facilities for adequate inspection may be authorized by the finance director to inspect deliveries made to it.

(c) The finance director shall have the authority to require chemical and/or physical tests or samples submitted with bids and, samples of deliveries which are necessary to determine their quality and conformance with the specifications. For such tests, the finance director shall have the authority to make use of any facilities of the town where such tests may be competently performed or an outside laboratory may be utilized. Should the product fail such testing, the town may require the vendor to pay the town for any expense incurred in testing.

#### **Sec. 2-255. Equal opportunity/minority and women business enterprise.**

(a) The town shall use its best efforts to ensure that minority and women businesses shall have an equitable opportunity to participate in the town's procurement process and that no business shall be excluded from participation in, denied benefits of, or be otherwise discriminated against in connection with the award and performance of any contracts with the town because of race, color, religion, natural origin, age, sexual orientation, gender, marital status, handicap or physical impairment.

(b) This division shall be read consistently with the Florida Civil Rights Act, F.S. ch. 760, and shall not repeal existing or subsequently enacted town minority/women business enterprise ordinances.

**Sec. 2-256. Bid preferences.**

The town shall provide one of the following bid preferences:

- (1) To local merchants that are within five percent of the lowest bid submitted; or
- (2) To certified minority business enterprises or women business enterprises that are within five percent of the lowest bid submitted.

~~(b) The Finance Director, every member of the Finance Director's staff, and any employee of the Town engaged in the procurement of goods and/or services are prohibited from accepting or receiving any money, rebate, gift or anything of value or any promise of future reward or compensation, from any person, firm or corporation to which any purchase or contract may be awarded. This prohibition shall not apply to holiday gifts with a value of \$25.00 or less.~~

**Sec. 2-2567. Conflict of interest.**

~~(a) The standards of conflict conduct for public offices, officers and employees, government and attorneys as set forth in the Palm Beach County Code of Ethics and the Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees F.S. §112.313 Part III are hereby adopted and incorporated herein by reference as if fully set forth herein.~~

~~(b) The Finance Director, every member of the Finance Director's staff, and any employee of the Town engaged in the procurement of goods and/or services are prohibited from accepting or receiving any money, rebate, gift or anything of value or any promise of future reward or compensation, from any person, firm or corporation to which any purchase or contract may be awarded. This prohibition shall not apply to holiday gifts with a value of \$25.00 or less.~~

**Secs. 2-2587--2-280. Reserved.**

**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 renumbered or re-lettered 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.

p:\docs\26508\00001\doc\1iu6784.doc

## RECEIPT

Ad Name: 509306A

Ad ID: 509306

Original Ad ID:

Start: 05-25-2014  
Stop: 05-25-2014  
Issues: 1  
Words: 443  
Dimension.. 1 X 123  
Color:

Editions:  
PB Post  
PB Post Web

LEGAL NOTICE OF  
PROMULGATED ORDINANCE  
TOWN OF LAKE PARK  
PLEASE TAKE NOTICE THAT ON WEDNESDAY,  
JUNE 4, 2014 AT 1:28 PM, ON MOTION  
UNDERWRITTEN BY THE TOWN COMMISSIONER,  
OF THE TOWN OF LAKE PARK, FLORIDA, A  
REGULAR MEETING TO BE HELD IN THE  
CONFERENCE CHAMBERS, TOWN HALL,  
134 Palm Avenue, Lake Park, Florida  
in accordance with the following Ordinance  
on second reading and proposed  
signature thereof:

ORDINANCE NO. 06-2014  
AN ORDINANCE OF THE TOWN  
COMMISSION OF THE TOWN OF LAKE  
PARK, FLORIDA, AMENDING CHAPTER  
18, ARTICLE IV, SECTION 18-24B OF  
THE TOWN CODE OF ORDINANCES,  
ENTITLED "C-4 BUSINESS DISTRICT"  
TO EXPRESS THE PURPOSE AND  
INTENT OF THE C-4 BUSINESS DISTRICT;  
PROVIDING FOR THE SEVERABILITY  
PROVISIONS FOR THE BETTER OF  
LAWS IN CONFLICT; PROVIDING FOR  
CONSTRUCTION AND REPEALING FOR  
AN EFFECTIVE DATE.

ORDINANCE NO. 05-2014  
AN ORDINANCE OF THE TOWN  
COMMISSION OF THE TOWN OF LAKE  
PARK, FLORIDA, REPEALING  
ORDINANCE NO. 05-2014, WHICH  
REPEALED ORDINANCE NO. 05-2014,  
NORTHWEST QUARTER, WEST  
OF 18TH COURT AND NORTH  
OF HORNBLAKE DRIVE FROM  
COMMERCIAL TO COMMERCIAL,  
REPEALING FOR THE AMENDMENT  
OF THE TOWN'S OFFICIAL ZONING  
MAP TO REFLECT THE AMENDMENT  
OF THE COMMERCIAL TO THE RESIDENTIAL  
MAPS TO REFLECT THE REPEAL  
OF ALL ORDINANCES IN CONFLICT;  
PROVIDING FOR SEVERABILITY AND  
PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 06-2014  
AN ORDINANCE OF THE TOWN  
COMMISSION OF THE TOWN OF LAKE  
PARK, FLORIDA, AMENDING  
THE TOWN CODE AT CHAPTER 18,  
ARTICLE V, DIVISION 2, ENTITLED  
"PROCESSES" TO ADD SECTION  
2-2A ENTITLED "APPLICATIONS  
AND ENCLOSURES"; SECTION  
2-2B ENTITLED "REVISIONS AND  
OVERSEAS SECTION 2-2B (D) OF  
"REVISIONS"; SECTION 2-2C  
ENTITLED "PROCESSES"; SECTION  
2-2D ENTITLED "COMMITMENT  
SEALED BID PROJECTS"; SECTION  
2-2E ENTITLED "COMMITMENT  
REPROVAL PROJECTS, REQUIRE FOR  
REPROVAL (REV) OR REQUEST  
FOR INFORMATION (RFI)"; SECTION  
2-2F ENTITLED "AUTOMATIC"  
SOURCE SELECTION; SECTION 2-2G  
ENTITLED "CONTRACT DOCUMENTS";  
SECTION 2-2H ENTITLED "REVISIONS  
REVISIONS AND ANSWERS"; SECTION  
2-2I ENTITLED "CLOSED BIDDING  
AND SUBMITTALS"; SECTION 2-2J  
ENTITLED "PROPOSALS AND REVIEWS";  
SECTION 2-2K ENTITLED "EQUAL  
OPPORTUNITIES POLICY, AND  
WOMEN BUSINESS ENTERPRISES";  
REPEALING SECTION 2-2A ENTITLED  
"COMMITMENT OF INTEREST"; AND  
ADDING NEW SECTION 2-2A AND  
REFERENCES; PROVIDING FOR  
SEVERABILITY; PROVIDING FOR  
THE BETTER OF LAWS IN CONFLICT;  
PROVIDING FOR CONSTRUCTION AND  
REPEALING FOR AN EFFECTIVE DATE.

If a person desires to appeal  
any action made by the Town  
Commission with respect to any  
ordinance, they must record a copy of the  
ordinance and the action taken thereon  
with the clerk of the commission  
if the grounds for appeal are  
that the ordinance is unconstitutional  
or otherwise void. The appeal must be  
filed with the clerk of the commission  
within 10 days of the date of the  
ordinance. If you have any questions,  
please contact Linda Sanders, Town  
Clerk at 335-1111  
or lsa@lmpark.com  
Town Clerk  
Town of Lake Park, Florida  
P.O. Box 1000  
5 201 2014 4252844

Ad shown is not actual print size.

# **NEW BUSINESS**

# TAB 8



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: June 4, 2014**

**Agenda Item No.**

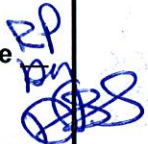
**Agenda Title: Award of Contract for Storm Sewer Televising-Various Locations to Shenandoah General Construction Company, Town Bid No. 102-2014.**

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager  Date: 5/19/14

Richard Pittman/Project Manager  
Name/Title

<b>Originating Department:</b> Public Works	<b>Costs:</b> Contract: \$ 37,774.00 Contingency: \$ <u>3,775.00</u> Total: \$ 41,549.00 Funding Source: Storm Water Utility Fund Balance Acct. # 402-399.999 <input checked="" type="checkbox"/> Finance <u>BKR</u>	<b>Attachments:</b> I MS4 Permit II Permit Requirements III Permit Requirements IV Bid Tabulation V Pipe Ownership VI Bid Submittal w/ Alt. 1 VII Revised Proposal Alt. 1 VIII Bid Document IX Advertisement
<b>Advertised:</b> Date: March 23, 2014 Paper: Palm Beach Post <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or <b>Not applicable in this case</b> Please initial one. 

**Summary Explanation/Background:**

The Town Commission is being asked to approve a contract with Shenandoah General Construction Company for televising storm sewer pipe at various locations within the Town that have shown signs of deteriorated conditions. There are two locations that include pipe cleaning as well as televising where the cleaning cannot be accomplished by Public Works employees.

As background: The Town of Lake Park participates with the other municipalities in Palm Beach County in the joint Municipal Separate Storm Sewer System (MS4) Permit (Attachment I). The permit is a requirement of the National Pollution Discharge Elimination System (NPDES) which is a portion of the 1972 Clean Water Act administered by the Federal Environmental Protection Agency. Many of the participating municipalities, including the Town of Lake Park, have implemented a stormwater utility to fund the repair, maintenance, inspection, administration and reporting requirements of the permit.

Inspection of stormwater infrastructure is a requirement of the permit (Attachments II & III). There are more than 46,200 linear feet of storm sewer pipe in the Town that must be inspected at least once every ten years. A budgeted annual inspection of at least 4,600 feet of storm sewer pipe is the best way to fulfill the permit requirements. The best method of inspection is by sending a video camera thru the pipes and digitally recording the image and location.

The video camera equipment needs to enter the pipe through existing manholes or storm drain inlets. Therefore inspections need to be performed in segments, each segment being the distance between manholes or storm drain inlets. The Town's Stormwater Utility Division has identified approximately 6,900 linear feet of storm sewer pipe segments that have reoccurring maintenance issues. This quantity only means that there is some kind of problem within the segment and televising the entire length is the most efficient method to identify the type and extent of the problem.

A maintenance issue is identified by the reoccurrence of ground level depressions that need to be filled and by the amount of sand removed and the frequency of cleaning that a pipe segment requires. Sand entering the pipe through deteriorated pipe joints or cracks in the pipe walls will eventually result in a depression at the ground surface. The Town's Stormwater Utility Division owns a major piece of equipment that is designed to clean pipes. This equipment provides a long hose and water under high pressure to jet through the pipe. A specially designed nozzle pushes sand and debris toward a collection point as the hose is retracted. The debris is vacuumed from the collection point. The quantity of the collected sand or debris such as tree roots can be observed. Tree roots, sand and man-made debris in the storm sewer system contribute to visibly sluggish drainage during and immediately after rainfall events.

The Public Works Department prepared bid documents and advertised a project soliciting quotes for the televising and audio/video recording of more than 6,900 linear feet of storm sewer pipe at various locations. Town staff expects that the video inspections will show deteriorated pipe joints as evidenced by water, sand or roots entering the pipe at joints. Video inspections will be able to identify cracks or settlement in the pipe. The video recording equipment along with the technician's audio description will identify the location of the problem with respect to the drainage structure used to access the pipe segment. The results of the video and audio will be sent to civil engineers for recommendations for the method of repair and project cost estimates. The project cost estimates will be used to ascertain if current Stormwater Utility revenues are sufficient to proceed with a Capital Improvement Program for the repair/replacement of the Town's deteriorating stormwater infrastructure.

The project, "Storm Sewer Televising-Variou Locations, Bid No. 102-2014", was advertised for bid in the Palm Beach Post on March 23, 2014. The project includes televising and recording the condition of more than 6,900 linear feet of storm sewer pipe ranging in size from 60 inches in diameter to smaller than 15 inches in diameter. Some of the pipe is of a depth that the televising is impacted by the tide. The temporary plugging of these pipes and the pumping of water will be needed to keep the pipes sufficiently dry for televising. Bids were opened on April 17, 2014. Four bids were received (see attached bid tabulation-Attachment IV). The submittal of the low bidder,



American Power Rodding, Corp., did not include all of the required information and was therefore deemed "non-responsive". The lowest responsive/responsible bid was submitted by Shenandoah General Construction Company. The base bid amount is \$23,794.00. No pipe repairs are included in the base bid portion of the project.

The project includes two alternates which were not required to be bid. Alternate I requires the cleaning and televising of a 30 inch diameter reinforced concrete pipe (RCP) on the east side of the Firestone Auto Care Center at 501 Northlake Boulevard. This pipe is outside of the Town's corporate limits but serves to drain the Teak Drive, Sabal Palm Drive and East Redwood Drive neighborhood in addition to a segment of Northlake Boulevard. This pipe discharges to the Earman River. The ownership of the outfall has been documented to be the responsibility of the Town (Attachment V). The pipe is below the water table and is a challenge to clean and televise. Shenandoah General Construction Company submitted a price for performing the work required for Alternate I originally submitted in the amount of \$12,735.00 based on hourly rates for different services (Shenandoah proposal No. 34003); however, the use of diver services did not seem to be consistent with the scope of services that the Town requires for this particular project. Town staff met with Shenandoah representatives in the field and an alternate approach was developed that better suited the Town's needs.

Shenandoah resubmitted the Alternate 1 proposal in the amount of \$9,930.00 (No.34003 revised-Attachment VII). This revised submittal includes demolition and construction services in lieu of the diving services. The manhole structure has serious defects that must be addressed immediately to prevent deterioration of the adjacent private property. These repairs are considered temporary and are required to stabilize the structure.

Alternate II is to clean and televise 162 linear feet of a 36 inch diameter reinforced concrete pipe that discharges into South Lake between the properties addressed as 1407 and 1419 Flagler Boulevard. This pipe is known to have sand infiltration which creates ground level depressions in the adjacent properties. The price for performing the work required in Alternate II is \$ 4,050.00 as submitted by Shenandoah General Construction.

Shenandoah General Construction Company has been in business for more than 30 years. The company is based in Pompano Beach, Florida, and specializes in pipe televising, cleaning, and performing internal pipe repairs.

Staff recommends that Shenandoah General Construction be awarded the contract to perform the work required in the base bid (\$23,794.00), Alternate I "Revised" (\$9,930.00), and Alternate II (\$4,050.00). The total amount of the contract will be \$37,774.00.

A contingency amount of \$3,775.00 (10 percent of the awarded contract price) is recommended to be appropriated for this project.

The funding for the project is from the Stormwater Utility Fund Balance.

**Recommended Motion:** I move to approve a contract with Shenandoah General Construction Corporation to perform the requirements of Town Bid #102-2014 in the amount of \$37,774.00 and establish a contingency of \$3,775.00 for a total amount of \$41,549.00.

ATTACHMENT I

STATE OF FLORIDA  
MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT

**FACILITY NAME:** Palm Beach County MS4  
**PERMIT NUMBER:** FLS000018-003 — MAJOR Facility  
**ISSUANCE DATE:** March 2, 2011  
**EXPIRATION DATE:** March 1, 2016

**PERMITTEES:**

Atlantis, City of  
260 Orange Tree Drive  
Atlantis, Florida 33462-1193

Belle Glade, City of  
110 Dr. Martin Luther King, Jr. Boulevard  
Belle Glade, Florida 33430

Boca Raton, City of  
2500 NW 1<sup>st</sup> Avenue  
Boca Raton, Florida 33431

Boynton Beach, City of  
124 East Woolbright Road  
Boynton Beach, Florida 33435

Cloud Lake, Town of  
100 Lang Road  
Cloud Lake, Florida 33406

Delray Beach, City of  
100 NW 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444

Florida Department of Transportation  
District Four  
3400 West Commercial Boulevard  
Fort Lauderdale, Florida 33309

Florida Department of Transportation  
Florida's Turnpike Enterprise  
Post Office Box 9828  
Fort Lauderdale, Florida 33310

Glen Ridge, Town of  
1501 Glen Road  
Glen Ridge, Florida 33406

Greenacres, City of  
5750 Melaleuca Lane  
Greenacres, Florida 33463

Gulf Stream, Town of  
100 Sea Road  
Gulf Stream, Florida 33483

Haverhill, Town of  
4585 Charlotte Street  
Haverhill, Florida 33417-5911

Highland Beach, Town of  
3614 South Ocean Boulevard  
Highland Beach, Florida 33487

Hypoluxo, Town of  
7580 South Federal Highway  
Hypoluxo, Florida 33462

Indian Trail Improvement District  
13476 61<sup>st</sup> Street North  
West Palm Beach, Florida 33412-1915

Juno Beach, Town of  
340 Ocean Drive  
Juno Beach, Florida 33408

Jupiter, Town of  
210 Military Trail  
Jupiter, Florida 33458

Jupiter Inlet Colony, Town of  
1 Colony Road  
Jupiter Inlet Colony, Florida 33469-3507

Lake Clarke Shores, Town of  
1701 Barbados Road  
West Palm Beach, Florida 33406

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



Lake Worth, City of  
1749 3<sup>rd</sup> Avenue South  
Lake Worth, Florida 33460

Lantana, Town of  
500 Greynolds Circle  
Lantana, Florida 33462

Manalapan, Town of  
600 South Ocean Avenue  
Manalapan, Florida 33462

Mangonia Park, Town of  
1755 East Tiffany Drive  
Mangonia Park, Florida 33407

North Palm Beach, Village of  
645 Prosperity Farms Road  
North Palm Beach, Florida 33408

Northern Palm Beach County Improvement District  
359 Hiatt Drive  
Palm Beach Gardens, Florida 33418

Ocean Ridge, Town of  
6450 North Ocean Boulevard  
Ocean Ridge, Florida 33435

Pahokee, City of  
171 North Lake Avenue  
Pahokee, Florida 33476

Palm Beach, Town of  
360 South County Road  
Palm Beach, Florida 33480

Palm Beach County  
301 North Olive Avenue  
West Palm Beach, Florida 33401

Palm Beach Gardens, City of  
10500 North Military Trail  
Palm Beach Gardens, Florida 33411

Palm Beach Shores, Town of  
247 Edwards Lane  
Palm Beach Shores, Florida 33404

Palm Springs, Village of  
226 Cypress Lane  
Palm Springs, Florida 33461

Riviera Beach, City of  
2391 Avenue L  
Riviera Beach, Florida 33404

Royal Palm Beach, Village of  
10996 Okeechobee Boulevard  
Royal Palm Beach, Florida 33411

South Bay, City of  
335 S.W. Second Avenue  
South Bay, Florida 33493

South Indian River Water Control District  
15600 Jupiter Farms Road  
Jupiter, Florida 33478-9399

South Palm Beach, Town of  
3577 South Ocean Boulevard  
South Palm Beach, Florida 33480

Tequesta, Village of  
136 Bridge Road  
Tequesta, Florida 33469

Wellington, Village of  
14000 Greenbriar Boulevard  
Wellington, Florida 33414

Town of  
LAKE PARK



Department of  
PUBLIC WORKS

## Stormwater

### MS4 PERMIT; PART III. A. 1. *Structural Controls and Stormwater Collection Systems Operation*

#### Standard Operating Procedures Structural Control Inspections Pipes, Inlets, and Manholes

These Standard Operating Procedures are for the Town of Lake Park's use in complying with the MS4 NPDES permit requirements for the inspection and maintenance of structural controls, specifically pipes, inlets, and manholes.

There are approximately 46,170 feet of drainage pipe ranging in size from 12-inch diameter to 60-inch diameter that are a part of the Town's MS4. Also, there are approximately 7,840 feet of exfiltration trench, but the inspection process for these structures is different than those of the drainage pipe. The locations of the pipe and trenches are shown on Sheet 1 of 3 on the hardcopy map submitted as Exhibit 7, "Existing Drainage System", in the August, 1999, Engineering Investigation and Report, Comprehensive Storm Drainage Improvements Program report for the Town of Lake Park. Sheet 3 of 3 of Exhibit 7 details the pipe type, length, slope, and diameter between the individually numbered structures and assigns each pipe to a specific drainage basin.

There are approximately 335 inlets, 74 manholes, and 14 outfalls that are a part of the Town's MS4. The locations of the structures are shown on Sheet 1 of 3 on the hardcopy map submitted as Exhibit 7, "Existing Drainage System", Comprehensive Storm Drainage Improvements Program report for the Town of Lake Park. Sheet 2 of 3 of Exhibit 7 identifies which drainage basin the structure is in, along with grate and invert elevations.

#### **Inspections:**

The Town of Lake Park conducts inspections of all of the stormwater structures on an annual basis. At least 10% of the total number of linear feet of pipe is inspected each year by observing the reaction of jetting and vacuuming activities as well as examining the effluent generated and captured for disposal. Visual inspections are conducted and documented in accordance with the checklist on the attached Structural Control Inspection Form. These daily inspection reports are archived for reference as to the last inspection date.

TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS			
STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE
Major Stormwater Outfalls	Annually unless historic operation records demonstrate that a more or less frequent schedule is appropriate	<ul style="list-style-type: none"> <li>Inspect outfalls to assure they are not clogged with litter, debris, or sediment and they are flowing properly.</li> <li>Inspect for damaged headwalls, seepage around pipe, erosion of bank around outfall, erosion or sedimentation at outfall discharge point, and damage or clogged riprap.</li> </ul>	<p>POSSIBLE MAINTENANCE ACTIVITIES (2)</p> <ul style="list-style-type: none"> <li>Remove debris, litter, and sediments as needed to assure proper operations. Properly dispose of the litter and debris collected. Properly dispose of sediment collected (3, 5).</li> <li>Repair any structural damage to assure proper operation.</li> <li>Maintain healthy vegetative cover to prevent erosion of banks or areas near outfalls (4).</li> <li>Assure that discharges from outfalls are not causing erosion and sedimentation.</li> </ul>
Weirs or Other Control Structures Associated with Stormwater Structural Controls	Same as specified in this column for the type of stormwater control with which it is associated	<ul style="list-style-type: none"> <li>Inspect weirs/control structures for damage that would prevent proper flow conditions and operation.</li> <li>Inspect and monitor sediment accumulation behind weirs/control structures to prevent loss of storage volume and adverse impacts on flow and operation.</li> <li>Inspect and monitor litter/debris accumulation behind weirs/control structures to prevent loss of storage volume and adverse impacts on flow and operation.</li> </ul>	<ul style="list-style-type: none"> <li>Repair any damages to weirs/control structures as needed to assure proper flow conditions and operation.</li> <li>Remove accumulated sediments to restore permitted storage volume and dispose of properly (3, 5).</li> <li>Remove litter/debris as needed to assure proper flow conditions and operation and dispose of properly.</li> </ul>

TABLE II.A.1.a -- INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS				
STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
Pipes/ Culverts	Inspect a minimum of 10% of the total number of structures each year. All of the structures shall be inspected at least once over two consecutive permit cycles (every 10 years).	<ul style="list-style-type: none"> <li>Inspect pipes and culverts for structural deficiencies or damage that would prevent proper flow conditions and operation.</li> <li>Inspect pipes and culverts to monitor sediment accumulation to prevent loss of storage volume and adverse impacts on flow and operation.</li> <li>Inspect pipes and culverts to monitor vegetation and litter/debris accumulation to prevent loss of storage volume and adverse impacts on flow and operation.</li> <li>Inspections of pipes and culverts can be done through a variety of methods, such as visual observations during normal operating conditions, TVing, mirroring, or other appropriate methods as set forth in the stormwater system operation and maintenance SOPs.</li> </ul>	As needed based on inspection to assure proper operation	<ul style="list-style-type: none"> <li>Repair any damages to pipes or culverts as needed to assure proper flow conditions and operation.</li> <li>Remove accumulated sediments as needed to assure proper flow conditions and operation. Dispose of collected sediments properly (3, 5).</li> <li>Remove vegetation and litter/debris as needed to assure proper flow conditions and operation and dispose of properly.</li> </ul>

TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS				
STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
Storm Sewer Inlets, Catch Basins, Grates, Ditches, and Other Stormwater Conveyances	Inspect a minimum of 10% of the total number of structures each year. All of the structures shall be inspected at least once over two consecutive permit cycles (every 10 years).	<ul style="list-style-type: none"> <li>Inspect for damage that would prevent proper flow conditions and operation.</li> <li>Inspect and monitor sediment accumulation to prevent loss of storage volume and adverse impacts on flow and operation.</li> <li>Inspect and monitor litter/debris accumulation to prevent loss of storage volume and adverse impacts on flow and operation.</li> <li>Inspect vegetation on bottom and side slopes of conveyances to assure it is healthy, maintaining coverage, and that no erosion is occurring within the conveyance system.</li> </ul>	As needed based on inspection to assure proper operation	<ul style="list-style-type: none"> <li>Repair any damages to weirs/control structures as needed to assure proper flow conditions and operation.</li> <li>Remove accumulated sediments to restore permitted storage volume and dispose of properly (3, 5).</li> <li>Remove litter/debris as needed to assure proper flow conditions and operation and dispose of properly.</li> <li>Maintain healthy vegetative cover to prevent erosion of the conveyance bottom or side slopes (4).</li> </ul>

- Notes:**
- (1) The structural controls listed herein are not intended to be a complete listing of all stormwater structures owned and operated by the permittee. The permittee is responsible to perform and record inspections and maintenance of all structures that comprise its municipal separate storm sewer system.
  - (2) The inspection and maintenance activities in the third and fifth columns of this table are not intended to address every possible inspection need or maintenance activity that may be required to assure that an existing structural control continues to function properly or as permitted.
  - (3) Excessive petroleum hydrocarbon contamination can present severe sediment disposal/cleanup problems. Evidence of such pollution includes very dark oily stains, particularly at inlet and outlet structures and strong odors of gasoline, etc. The source of such pollutant discharges to the MS4 should be determined and removed if possible. Otherwise,

**BID TABULATION**  
**STORM SEWER TELEVISION-VARIOUS LOCATIONS**  
**TOWN PROJECT NO. 102-2014**

ITEM No.	DESCRIPTION	UNIT	QUANTITY	AMERICAN POWER RODDING, CORP.		SHENANDOAH GENERAL CONST. CO.		CLEAN GROUNDS, INC.		LAYNE INLINER, LLC	
				Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost
1	Indemnification	Job	1	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
2	Performance & Payment Bond	Job	1	\$ -	\$ -	\$ 250.00	\$ 250.00	\$ 3,300.00	\$ 3,300.00	\$ 500.00	\$ 500.00
3	Mobilization, Registration w/Town & Permits	L.S.	1	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00
4	Maintenance of Traffic for Park Ave.	L.S.	1	\$ 50.00	\$ 50.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
5	Televise/Record 15" or Smaller Pipe	L.F.	1,482	\$ 1,523.00	\$ 2,233.00	\$ 2.00	\$ 2,964.00	\$ 3.00	\$ 4,446.00	\$ 5.00	\$ 7,410.00
6	Televise/Record 18" Pipe	L.F.	422	\$ 633.00	\$ 263,000	\$ 2.00	\$ 844.00	\$ 3.00	\$ 1,266.00	\$ 5.00	\$ 2,110.00
7	Televise/Record 24" Pipe	L.F.	311	\$ 466.50	\$ 145,081.50	\$ 2.00	\$ 622.00	\$ 4.00	\$ 1,244.00	\$ 5.00	\$ 1,555.00
8	Televise/Record 30" Pipe	L.F.	1,018	\$ 1,527.00	\$ 1,552,706	\$ 3.00	\$ 3,054.00	\$ 4.00	\$ 4,072.00	\$ 6.00	\$ 6,108.00
9	Televise/Record 36" Pipe	L.F.	1,942	\$ 3,398.50	\$ 6,607,807	\$ 3.50	\$ 6,797.00	\$ 4.00	\$ 7,768.00	\$ 15.00	\$ 29,130.00
10	Televise/Record 54" Pipe	L.F.	665	\$ 1,662.50	\$ 1,103,562.50	\$ 4.00	\$ 2,660.00	\$ 7.00	\$ 4,655.00	\$ 24.00	\$ 15,960.00
11	Televise/Record 60" Pipe	L.F.	1,067	\$ 2,667.50	\$ 2,838,512.50	\$ 4.00	\$ 4,268.00	\$ 7.00	\$ 7,469.00	\$ 26.00	\$ 27,742.00
12	Prepare & Submit Two Copies of DVD	Job	1	\$ 250.00	\$ 250.00	\$ 50.00	\$ 50.00	\$ 100.00	\$ 100.00	\$ 3,000.00	\$ 3,000.00
13	Miscellaneous	Job	1	\$ -	\$ -	\$ 185.00	\$ 185.00	\$ -	\$ -	\$ 1.00	\$ 1.00
<b>TOTAL BASE BID ITEMS 1 THRU 13</b>					<b>\$ 13,228.00</b>		<b>\$ 23,794.00</b>		<b>\$ 36,420.00</b>		<b>\$ 96,616.00</b>
Alternate I: Clean & Televise 240 L.F. RCP at 541 Northlake Boulevard incl. permits					\$ 6,500.00	Revised to	\$ 9,930.00		NO BID		\$ 6,000.00
Alternate II: Clean & Televise 162 L.F. 36" RCP South Lake to Flagler Blvd.					\$ 3,500.00		\$ 4,050.00		NO BID		\$ 6,000.00

**INCOMPLETE  
NON-RESPONSIVE**

**Recommended Award: Shenandoah General Construction Company for Base Bid and Alternate I Revised and Alternate II**

Tabulation compiled by: Richard Pittman, Project Manager 

Bid opening: 04/17/2014





The Town of  
**LAKE PARK**

535 PARK AVENUE • P.O. BOX 12276  
LAKE PARK • FLORIDA • 33403  
TELEPHONE 848-3456

Mayor  
FRANK KOHL

Town Manager  
JAMES R. GRIESEMER

Commissioners  
DON K. JORDEN  
JOHN P. JORDAN  
WILLIAM E. SMITH  
LEONARD W. TAYLOR

October 21, 1969

RECEIVED  
FIELD SERVICES DEPT.

OCT 22 '69

Central and Southern Florida  
Flood Control District  
901 Evernia Street  
West Palm Beach, Florida

Attention: Mr. Joe Hanrahan

DIR F.S.	
DIR. I	
ASST. TO DIR.	
ASST. TO DIR.	
INSPECTION	
PERMITS	
FIELD SIA.	
PUMP STA.	
OTHER	
FILE	

*OK to transfer*

Dear Mr. Hanrahan:

As per your telephone call of October 21st regarding Permit # 1839 involving Lots 13 and 14, Block 55, Northlake Boulevard. This letter is your authority to transfer this Permit # 1839 to Village of Lake Park since this line services Lake Park and not North Palm Beach.

If I can be of further service to you, please let me know.

Sincerely,

*Frank Kohl*  
Frank Kohl  
Town Manager

FK:pm

*Jim*      *10/24/69.*  
*Please transfer.*  
*Joe*

RECEIVED

OCT 22 1969

CENTRAL AND SOUTHERN FLORIDA  
FLOOD CONTROL DISTRICT

ATTACHMENT VI  
**BID FORM: No. 102-2014**  
**STORM SEWER TELEVISION**  
**VARIOUS LOCATIONS**  
**TOWN OF LAKE PARK**

COPY

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

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

Twenty Three Thousand Seven Hundred & Ninety Four Dollars & Zero Cents      (\$ 23,794.00 )


Completion: Forty-five (45) calendar days after Commencement of Work [Contractor may only perform work on this project Monday – Friday between 8am – 5pm, unless pre-approved for other hours by the Town]

Required documents attached?	(Yes or No)
- Schedule of Bid Items	<u>Yes</u>
- Acknowledge Addenda # <u>0</u> (if issued)	<u>Yes</u>
- Bid bond (minimum of 5% of total bid (signed))	<u>Yes</u>
- 1 Original and 2 copies of the following:	
- Bid Form (signed)	<u>Yes</u>
- Clarifications/Exceptions	<u>Yes</u>
- List of Subcontractors	<u>Yes</u>
- 'Drug Free Workplace Cert. (signed)	<u>Yes</u>
- List of References	<u>Yes</u>
- Licenses (copies of applicable licenses)	<u>Yes</u>
- Proof of Existing Insurance Coverage	<u>Yes</u>
- Noncollusion Affidavit of Prime Bidder	<u>Yes</u>
- Anti-kickback Affidavit	<u>Yes</u>
- Certification of Nonsegregated Facilities	<u>Yes</u>

NAME OF FIRM      Shenandoah General Construction Company

ADDRESS      1888 NW 22 Street  
Pompano Beach, FL 33069

PHONE#      954-975-0098      FAX#      954-975-9718

AUTHORIZED SIGNATURE      

NAME & TITLE (TYPED or PRINTED)      Daniel DiMura, Vice President

POINT OF CONTACT EMAIL ADDRESS:      Margaret.Lary@shenandoahconstruction.com

DATE:      April 17, 2014      TAX PAYER ID#:      59-1707673

**STORM SEWER TELEVISION  
VARIOUS LOCATIONS  
TOWN OF LAKE PARK BID NO. 102-2014**

**SCHEDULE OF BID ITEMS**

ITEM No.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	ESTIMATED COST
1.	Indemnification	1	Job	\$ 100.00	\$ 100.00
2.	Performance & Payment Bond	1	Job	\$ 250.00	\$ 250.00
3.	Mobilization, Registration w/ Town and Permits (permit fee waived) barricades	1	L.S.	\$ 500.00	\$ 500.00
4.	Maintenance of Traffic for Park Avenue	1	L.S.	\$ 1,500.00	\$ 1,500.00
5.	Televis/Record 15" or smaller pipe	1,482	L.F.	\$ 2.00	\$ 2,964.00
6.	Televis/Record 18" Pipe	422	L.F.	\$ 2.00	\$ 844.00
7.	Televis/Record 24" Pipe	311	L.F.	\$ 2.00	\$ 622.00
8.	Televis/Record 30" Pipe	1,018	L.F.	\$ 3.00	\$ 3,054.00
9.	Televis/Record 36" Pipe	1,942	L.F.	\$ 3.50	\$ 6,797.00
10.	Televis/Record 54" Pipe	665	L.F.	\$ 4.00	\$ 2,660.00
11.	Televis/Record 60" Pipe	1,067	L.F.	\$ 4.00	\$ 4,268.00
12.	Prepare & Submit Two Copies of DVD	1	L.S.	\$ 50.00	\$ 50.00
13.	Miscellaneous: *Hourly Rate for Misc. Cleaning Truck if needed	1	Job	\$ 185.00	\$ 185.00 *Per I
<b>TOTAL BASE BID ITEMS 1 THRU 13</b>				<b>\$ 23,794.00</b>	

**Written Amount \$** Twenty Three Thousand Seven Hundred & Ninety Four Dollars & Zero Cents

**ALTERNATE I: Village N.P.B. Permit, FDOT Permit If Working From A Lane of Traffic On Northlake Blvd./Barricading, Traffic Control, Dewater, Clean & Televis 240 L.F. RCP at 541 Northlake Boulevard (Firestone Tire Center)**

**L.S. \$** \*See Attached Proposal #34003

**ALTERNATE II: Dewater, Clean & Televis 162 L.F. 36" RCP Outfall to Flagler Blvd.**

**L.S. \$** 4,050.00

Submitted By:  Daniel DiMura, Vice President

Name of Firm: Shenandoah General Construction Co.

**NOTES:**

1. There is no requirement to quote Alternates I & II. Please quote Alt. I if you determine a cost effective method. A quote for Alt. II will be appreciated.
2. Bid items 5 thru 11 shall include plugging, sandbag, etc. and pumps to dewater due to tidal influence (see page 2 and individual plan sheets showing invert elevations).

# SHENANDOAH

## CONSTRUCTION

1888 N.W. 22<sup>nd</sup> Street • Pompano Beach, FL 33069  
 (954) 975-0098 Fax: (954) 975-9718

PROPOSAL #34003

DATE: April 17, 2014  
 SUBMITTED TO: Town of Lake Park  
 STREET: 650 Old Dixie Hwy  
 CITY, STATE & ZIP: Lake Park, FL 33403  
 PHONE: (561)881-3347  
 FAX: (561) 881-3349  
 JOB LOCATION: Alternate 1  
 ATTENTION: Vivian Mendez

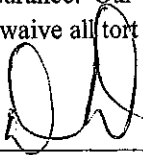
We propose to furnish a crew and all necessary equipment to dive and locate outfall, bag, pump down, clean and TV 36" pipe, at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

Dive Crew	(at \$275.00 Per Hour)	15 hour(s)	\$4,125.00
Dredge Pump (expose outfall if needed)	(at \$95.00 Per Hour)	10 hour(s)	\$950.00
Air Bags/Plugs to Dewater Lines	(at \$250.00 Per Day)	2 day(s)	\$500.00
Televise 36" Storm	(at \$3.50 Per L.F.)	240 L.F.	\$840.00
Clean 36" Storm	(at \$25.00 Per L.F.)	240 L.F.	\$6,000.00
4" Pump	(at \$160.00 Per Day)	2 day(s)	\$320.00
<b>Estimated Total:</b>			<b>\$12,735.00</b>

NOTE: One way travel time for all hourly vehicles listed above. Three hour minimum. This proposal includes removal of all loose debris from the structures and pipes (excluding hazardous waste), if non-hazardous contaminated liquids or soils are encountered, such as oil, gas, fuel, hydraulic oil, etc., the customer will be required to have the material analyzed, by an approved lab, then approved by a disposal facility, prior to Shenandoah transporting and disposing of the material, additional cost for specialty hauling and disposal will be applied to the invoice, along with documented receipt. However, we are not responsible for problems occurring during or after cleaning due to pre-existing condition, original installation or design.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

SIGNATURE:                     Dwight Davis                      RB:           djd          

SHENANDOAH GENERAL CONSTRUCTION CO.                      TITLE                      DATE  
 Dwight Davis    Estimator                      04/17/2014

**CLARIFICATIONS/EXCEPTIONS**

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

Item #13 - Misc. - Hourly Rate for Cleaning Truck

**LIST OF SUBCONTRACTORS**

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

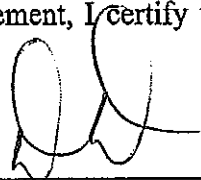
<b><u>NAME OF COMPANY</u></b>	<b><u>ADDRESS OF COMPANY</u></b>	<b><u>PHONE/CONTACT</u></b>
1) None	_____	_____
2)	_____	_____
3)	_____	_____
4)	_____	_____
5)	_____	_____

**CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM**

I certify the firm of Shenandoah General Construction Company, maintains a drug-free workplace program, and that the following conditions are met:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace; and specifying that actions will be taken against employees for violations of such prohibitions.
2. We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
4. In the statement specified subsection one (1), we notify the employee that, as a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement; and will notify the employer of any conviction of, or plea of guilty or 'nolo contendere' to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. We impose a sanction on, or require the satisfactory participation in a drug-abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



April 17, 2014

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
(Date)

Daniel DiMura, Vice President

\_\_\_\_\_  
Name & title (typed)





**INCLUDE PROOF OF EXISTING INSURANCE**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

04/16/2014

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

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

<b>PRODUCER</b> Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 Michael Gorham	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A: Liberty Mutual Fire Ins. Co.</b>		<b>23035</b>
<b>INSURER B: Amerisure Insurance Company</b>		<b>19488</b>
<b>INSURER C: Homeland Ins. Co. of New York</b>		<b>34452</b>
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

<b>INSURED</b> Shenandoah General Construction Co Attn: Margaret Lary 1888 NW 22nd Street Pompano Beach, FL 33069	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
---	----------------------------	-------------------------

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			TB2291461934033	12/31/2013	12/31/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY			AS2291461934023	12/31/2013	12/31/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	<input type="checkbox"/>					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT)	\$
								\$
A	UMBRELLA LIAB			TH7291461934013	12/31/2013	12/31/2014	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/>					AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC208071502	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Pollution Liab			7930005760002	03/22/2014	12/31/2014	Incident	1,000,000
	DED \$2,500						Aggregate	2,000,000

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

Project: Storm Sewer Televising Various Locations - Bid #102-2014  
 Town of Lake Park is Additional Insured as respects General Liability if required by written contract. 30 days notice of cancellation applies except 10 days for non-payment of premium.

**CERTIFICATE HOLDER****CANCELLATION**

LAKEPAR

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

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

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of Florida  
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared Daniel DiMura,  
who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

(1) He is Vice President of Shenandoah Construction Company Company, the Bidder that has submitted a Bid to perform work for the following project:

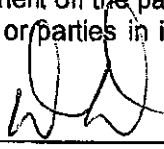
Contract #: 102-2014 Project Name: Storm Sewer Televising

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and

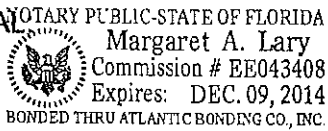
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

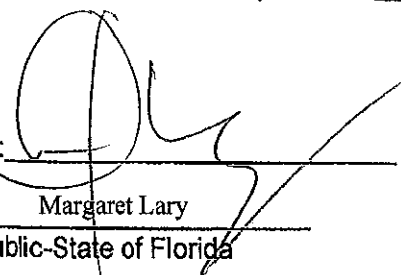


Signature

Subscribed and sworn to (or affirmed) before me this 17 day of April 2014 by Daniel DiMura, who is personally known to me ~~and who has produced~~ as identification.

NOTARY SEAL



Notary Signature:   
Notary Name: Margaret Lary  
Notary Public-State of Florida

**ANTI-KICKBACK AFFIDAVIT**

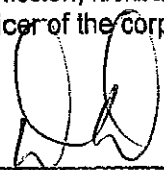
STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Daniel DiMura  
\_\_\_\_\_, who, after being by me first duly sworn, deposes and says:

(1) I am Vice President of Shenandoah General Construction Company, the bidder that  
has submitted a proposal to perform work for the following project:

Contract #: 102-2014 Project Name: Storm Sewer Televising

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

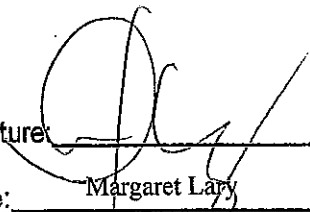


Signature

Subscribed and sworn to (or affirmed) before me this 17 day of April 2014 by  
Daniel DiMura, who is personally known to me ~~or who has produced~~  
\_\_\_\_\_ as identification.

NOTARY SEAL:

NOTARY PUBLIC-STATE OF FLORIDA  
Margaret A. Lary  
Commission # EE043408  
Expires: DEC. 09, 2014  
BONDED THRU ATLANTIC BONDING CO., INC.



Notary Signature

Notary Name: Margaret Lary  
Notary Public State of Florida

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

Project Name: #102-2014 - Storm Sewer Televising

Company Name and Address:

Shenandoah General Construction Co.  
1888 NW 22 Street  
Pompano Beach, FL 33069



Signature \_\_\_\_\_

Name & Title  
Daniel DiMura, Vice President

THE AMERICAN INSTITUTE OF ARCHITECTS



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we  
**Shenandoah General Construction Company**

as Principal, hereinafter called the Principal, and  
**Western Surety Company**

a corporation duly organized under the laws of the State of South Dakota


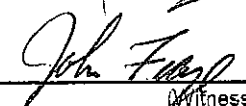
as Surety, hereinafter called the Surety, are held and firmly bound unto  
**Town of Lake Park**

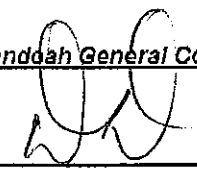
as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT (5%) OF PROPOSED BID**-Dollars (-- 5%--),  
for the payment of which sum well and truly to be made, the said Principal and the Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
**Storm Sewer Televising Various Locations Town of Lake Park, No. 102-2014**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in  
accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with  
good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in  
the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the  
Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such  
larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this  
obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **15th** day of April 2014 .

  
\_\_\_\_\_  
(Witness)  
  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
**Shenandoah General Construction Company** (Seal)  
Daniel Dimura, Vice President (Title)

  
\_\_\_\_\_  
**WESTERN SURETY COMPANY** (Seal)  
Arthur K. Broder, Agent & Attorney-in-Fact

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Arthur Karl Broder, Michael P Broder, Individually**

of Davie, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of September, 2012.

WESTERN SURETY COMPANY

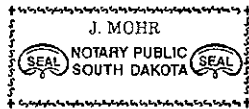


Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 12th day of September, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2015



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of April, 2014.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



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

SHENANDOAH GENERAL CONSTRUCTION, CO.

**Filing Information**

<b>Document Number</b>	522783
<b>FEI/EIN Number</b>	591707673
<b>Date Filed</b>	12/21/1976
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	EVENT CONVERTED TO NOTES
<b>Event Date Filed</b>	01/21/1980
<b>Event Effective Date</b>	NONE

**Principal Address**1888 NW 22ND STREET  
POMPANO BEACH, FL 33069-1318

Changed: 03/23/2009

**Mailing Address**1888 NW 22ND STREET  
POMPANO BEACH, FL 33069-1318

Changed: 03/23/2009

**Registered Agent Name & Address**JACKSON, THOMAS A  
1888 N.W. 22ND STREET  
POMPANO BEACH, FL 33060

Name Changed: 03/23/2009

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

Title P-D

JACKSON, THOMAS A  
956 HYACINTH DR  
BOCA RATON, FL 33483

Title ST-D

# SHENANDOAH

## CONSTRUCTION

ALTERNATE I

1888 N.W. 22<sup>nd</sup> Street • Pompano Beach, FL 33069  
 (954) 975-0098 Fax: (954) 975-9718

PROPOSAL #34003

DATE: April 17, 2014  
 SUBMITTED TO: Town of Lake Park  
 STREET: 650 Old Dixie Hwy  
 CITY, STATE & ZIP: Lake Park, FL 33403  
 PHONE: (561)881-3347  
 FAX: (561) 881-3349  
 JOB LOCATION: Alternate 1  
 ATTENTION: Vivian Mendez

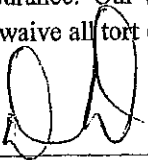
We propose to furnish a crew and all necessary equipment to dive and locate outfall, bag, pump down, clean and TV 36" pipe, at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

Dive Crew	(at \$275.00 Per Hour)	15 hour(s)	\$4,125.00
Dredge Pump (expose outfall if needed)	(at \$95.00 Per Hour)	10 hour(s)	\$950.00
Air Bags/Plugs to Dewater Lines	(at \$250.00 Per Day)	2 day(s)	\$500.00
Televise 36" Storm	(at \$3.50 Per L.F.)	240 L.F.	\$840.00
Clean 36" Storm	(at \$25.00 Per L.F.)	240 L.F.	\$6,000.00
4" Pump	(at \$160.00 Per Day)	2 day(s)	\$320.00
<b>Estimated Total:</b>			<b>\$12,735.00</b>

NOTE: One way travel time for all hourly vehicles listed above. Three hour minimum. This proposal includes removal of all loose debris from the structures and pipes (excluding hazardous waste), if non-hazardous contaminated liquids or soils are encountered, such as oil, gas, fuel, hydraulic oil, etc., the customer will be required to have the material analyzed, by an approved lab, then approved by a disposal facility, prior to Shenandoah transporting and disposing of the material, additional cost for specialty hauling and disposal will be applied to the invoice, along with documented receipt. However, we are not responsible for problems occurring during or after cleaning due to pre-existing condition, original installation or design.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

SIGNATURE:                     Dwight Davis                      RB:           did          

SHENANDOAH GENERAL CONSTRUCTION CO.	TITLE	DATE
Dwight Davis	Estimator	04/17/2014

# SHENANDOAH

## CONSTRUCTION

1888 N.W. 22<sup>nd</sup> Street • Pompano Beach, FL 33069  
 (954) 975-0098 Fax: (954) 975-9718

PROPOSAL #34003REV

DATE: April 24, 2014  
 SUBMITTED TO: Town of Lake Park  
 STREET: 650 Old Dixie Hwy  
 CITY, STATE & ZIP: Lake Park, FL 33403  
 PHONE: (561)881-3347  
 FAX: (561) 881-3349  
 JOB LOCATION: Alternate 1 - Bid#102-2014  
 ATTENTION: Vivian Mendez

We propose to furnish a crew and all necessary equipment to perform exploratory inspection of existing catch basin in an effort to locate original CMP Pipe, bag, pump down, clean and TV 36" pipe, at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

Repair Crew	(at \$215.00 Per Hour)	10 hour(s)	\$2,150.00
Air Bags/Plugs to Dewater Lines	(at \$250.00 Per Day)	2 day(s)	\$500.00
Televise 36" Storm	(at \$3.50 Per L.F.)	240 L.F.	\$840.00
Clean 36" Storm	(at \$25.00 Per L.F.)	240 L.F.	\$6,000.00
6" Pump	(at \$220.00 Per Day)	2 day(s)	\$440.00
<b>Estimated Total:</b>			<b>\$9,930.00</b>

NOTE: Once the system is bagged-off and pumped, Shenandoah will be able to access the extent and determine the required temporary repair(s). Findings will be communicated with Town of Lake Park Shores. Information provided to the Town will be used by the Town engineer to develop plans for permanent repairs. One way travel time for all hourly vehicles listed above. Three hour minimum. This proposal includes removal of all loose debris from the structures and pipes (excluding hazardous waste), if non-hazardous contaminated liquids or soils are encountered, such as oil, gas, fuel, hydraulic oil, etc., the customer will be required to have the material analyzed, by an approved lab, then approved by a disposal facility, prior to Shenandoah transporting and disposing of the material, additional cost for specialty hauling and disposal will be applied to the invoice, along with documented receipt. However, we are not responsible for problems occurring during or after cleaning due to pre-existing condition, original installation or design.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

SIGNATURE: *Dwight Davis*

RB: AG

SHENANDOAH GENERAL CONSTRUCTION CO.  
Dwight Davis

TITLE DATE  
Estimator 04/24/2014

## ACCEPTANCE OF PROPOSAL / SIGN &amp; RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE: \_\_\_\_\_

COMPANY NAME:  
REPRESENTATIVE:

DATE:  
TITLE:

ATTACHMENT VIII

**OWNER:**

**TOWN OF LAKE PARK  
535 Park Ave.  
Lake Park, FL. 33403**

**PROJECT:**

**STORM SEWER TELEVISIONING  
VARIOUS LOCATIONS  
TOWN OF LAKE PARK**

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**Prepared by:**

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

**Town of Lake Park Bid No. 102-2014**

**Date of Bid Advertisement: March 23, 2014**

**TOWN OF LAKE PARK  
535 Park Ave.  
Lake Park, FL. 33403**

**STORM SEWER TELEVISIONING  
VARIOUS LOCATIONS  
TOWN OF LAKE PARK**

**Contract Documents**

**Town of Lake Park Bid No. 102-2014**

**Date of Bid Advertisement: March 23, 2014**

**OWNER:**

**TOWN OF LAKE PARK  
535 Park Ave.  
Lake Park, FL. 33403**

**PROJECT:**

**STORM SEWER TELEVISIONING  
VARIOUS LOCATIONS  
TOWN OF LAKE PARK**

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**Prepared by:**

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

**Town of Lake Park Bid No. 102-2014**

**Date of Bid Advertisement: March 23, 2014**

**TOWN OF LAKE PARK  
535 Park Ave.  
Lake Park, FL. 33403**

**STORM SEWER TELEVISIONING  
VARIOUS LOCATIONS  
TOWN OF LAKE PARK**

**Contract Documents**

**Town of Lake Park Bid No. 102-2014**

**Date of Bid Advertisement: March 23, 2014**

PROJECT DATA

Project Title: Storm Sewer Televising-Variou Locations  
Town of Lake Park

Project Number: Town Bid No. 102-2014

Project Location: Various Locations East of FEC Railway  
Lake Park Florida.

Project Owner: Town of Lake Park

Town Commission: James DuBois, Mayor  
Kimberly Glas Castro, Vice-Mayor  
Erin T. Flaherty, Commissioner  
Michael O'Rourke, Commissioner  
Kathleen Rapoza, Commissioner

Owner's Representative: Dale S. Sugerman, Ph.D.  
Town Manager  
535 Park Avenue  
Lake Park, Florida 33403  
Phone: (561) 881-3304  
Fax: (561) 881-3314

Project Manager: Richard Pittman  
Project Manager  
650 Old Dixie Highway  
Lake Park, Florida 33403  
Phone: (561)881-3347  
Fax: (561)881-3349

**END OF PROJECT DATA**



## TABLE OF CONTENTS

Page 1	Cover Page
Page 2	Begin Contract Documents
Page 3	Project Data
Page 4	Table of Contents
Page 5	List of Drawings
Pages 6 to 7	Notice to Bidders
Pages 8 to 9	Bidders Understanding
Pages 10 to 15	Instruction to Bidders
Pages 16 to 20	Contract Agreement Information
Pages 21 to 22	Contract Agreement
Page 23	Scope of Work
Page 24	Technical Specifications
Page 25	Bid Form
Page 26	Schedule of Bid Items
Page 27	Clarification/Exceptions
Page 28	List of Subcontractors
Page 29	Certification of Drug Free Workplace Program
Page 30	List of References
Page 31	Licensed (copies of applicable licenses)
Page 32	Proof of Existing Insurance Coverage
Page 33	Non-Collusion Affidavit of Prime Bidder
Page 34	Anti-Kickback Affidavit
Page 35	Certification of Nonsegregated Facilities

**Separate from bound contract: Plan Sheets as listed on page 5, List of Drawings**

LIST OF DRAWINGS

**STORM SEWER TELEVISIONING  
VARIOUS LOCATIONS  
TOWN OF LAKE PARK**

TOWN OF LAKE PARK  
TOWN BID NO. 102-2014

SHEET NO.	TITLE
1	Title Sheet
2	Tabulation of Quantities
3	Park Avenue 7 <sup>th</sup> to 8 <sup>th</sup> Streets
4-6	Easement South of Date Palm
7	6 <sup>th</sup> Street at Evergreen Drive
8	Easement 6 <sup>th</sup> to 7 <sup>th</sup> North of Evergreen Drive
9-10	800 Block of West Jasmine Drive
11	800 Block of West Kalmia Drive
12-13	Flagler Boulevard- West Ilex Drive to Laurel Drive
14	Northern Drive-Orange Drive to Flagler Boulevard
15	Alternate I, 541 Northlake Boulevard (behind Firestone Tire Center)

END OF LIST OF DRAWINGS

**TOWN OF LAKE PARK  
NOTICE TO BIDDERS**

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

**STORM SEWER TELEVISIONING-VARIOUS LOCATIONS  
TOWN OF LAKE PARK  
Town Bid No. 102-2014**

The work shall generally consist of televising approximately 6,900 lineal feet of storm sewer pipe of various pipe types and diameters. The televising shall be recorded on DVD format. The video shall include an audio interpretation of defects being viewed. Some pipes are at depths within the tidal influence and will require dewatering and scheduling based on tide. Cleaning will be accomplished by the Town. The project allows 45 calendar days for completion.

Sealed bids will be received in triplicate by the Town Clerk until 11:00 a.m., on April 17, 2014, at the Town of Lake Park, Town Hall located at 535 Park Avenue, Lake Park, Florida, 33403. Bids received after this time will be returned unopened.

**Project Documents**

Bid documents may be obtained by calling the Town Clerk at (561) 881-3311, 8:30 a.m. – 5:00 p.m., Monday–Friday, upon payment of a \$25.00 non-refundable fee, for each bid set.

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

**Bid Documents**

Envelope containing bid must be sealed and be clearly marked, “Storm Sewer Televising, Bid No. 102-2014, due 11:00 a.m., April 17, 2014”.

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

Bid security in the form of a Bid Bond acceptable to the Town or Cashier’s Check made payable to the “Town of Lake Park” in an amount equal to five percent (5%) of the bid, will be required. The successful bidder will be required to submit a Guaranty Bond in the form of a Performance and Payment Bond, in the amount equal to 100% of the contract. The Surety Company shall have at least the minimum ratings of A-, Class VI or higher, as described in the Instruction to Bidders.

Bids will be opened and read aloud in the Town of Lake Park Commission Chambers at 11:00 a.m. on April 17, 2014. Award of bid will be made at a Town Commission meeting.

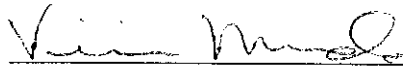
All bidders/proposers are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid or requests for proposal, and that

any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

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

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

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

  
\_\_\_\_\_  
Vivian Mendez, Town Clerk  
Town of Lake Park, FLORIDA

Publish: Palm Beach Post  
March 23, 2014

## BIDDERS UNDERSTANDING

### MANDATORY REQUIREMENTS:

- All bids, to include any Addenda or acknowledgement of Addenda, must be sealed, and mailed or delivered to the office of the Town Clerk, at 535 Park Avenue, Lake Park, Florida, 33403. Please note, no fax, email, or phone bids will be accepted.
- All sealed bids must have the following information plainly marked on the outside of the envelope or package:

**STORM SEWER TELEVISIONING  
TOWN OF LAKE PARK  
Bid No. 102-2014 , Due 11:00 a.m. April 17, 2014  
Attn: TOWN CLERK**

### PRE-BID CONFERENCE: NONE

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### PURPOSE OF BID

**The sole purpose of this bid is to televise, record and prepare video with audio commentary of storm sewer pipes that have demonstrated defects as determined by excessive sand infiltration or depressions observed at ground level. The DVD recording will be used to evaluate the pipe condition for method and extent of future repairs. Alternates I and II require dewatering and cleaning in addition to televising beyond the capability of the Town Public Works Department.**

No Bid may be withdrawn for a period of ninety (90) days after the scheduled closing for the receipt of bids.

### DELIVERY

Delivery of all products and services shall be F.O.B. Destination. All charges for freight and delivery shall be included in the bid price. All products and services must be delivered as bid. Any required return of products delivered in error or in a condition not conducive to the requirements of the project or suitable to the Town, shall be done so at no cost to the Town, and shall not delay the completion of the project.

It is agreed by the Bidder that by signing and delivering its bid, it is accepting the terms, conditions and specifications contained in the Invitation for Bid. Upon contract award, the Town will issue the Contract Agreement Form for signature, which represents the agreement between the parties, and the precedence of terms, if a conflict exists.

Bidder agrees to **not** commence work without the following:

- Fully executed Contract Agreement Form.
- Providing the Town of Lake Park with proof of proper licensure to perform this work, and properly registering with the Town as a vendor (if not already registered).
- Approved permit for the project.
- Receipt of a Town Purchase Order, referencing the project.
- A Notice to Proceed (NTP) issued from the Town (issuance of a Purchase Order will serve as the NTP unless otherwise agreed).

### **REQUIRED SUBMITTAL ITEMS**

**By signing the Bid Form, Contractor accepts all the terms and conditions which are expressed in this solicitation. Contractor is required to submit the following:**

**ONE (1) ORIGINAL and TWO (2) COPIES of the following documents:**

- All Addenda (signed and/or acknowledged on Bid Form)
- Bid Form (signed)
- Clarifications/Exceptions Form
- Subcontractor Form
- Drug-Free Workplace Form (signed)
- References Form
- Proof of proper licensing - applicable licensing to perform the required services. If a license is not required for the ordered services, please provide a valid Occupational License/Business Tax Receipt, issued to the contractor, for this type of service.
- \*Proof of existing insurance in accordance with this solicitation (outlined in the Contract Agreement Information Insurance Section)
- Noncollusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification Nonsegregated Facilities

**ONE (1) ORIGINAL OR COPY of the following documents:**

- **Bid Bond**, (see Instructions to Bidders, paragraph 2)

*\*Please Note that in addition to the proof of insurability required above, a project-specific Certificate of Insurance, reflecting the minimum levels of insurance coverage outlined herein, will be required of the awarded contractor, prior to commencing work.*

End of Bidders Understanding

## INSTRUCTIONS TO BIDDERS

### 1. BIDDER'S UNDERSTANDING (Additional)

Bidders shall visit the work sites to ascertain by inspection pertinent conditions. They must also carefully examine all plans, bid specifications, terms, and conditions prior to submitting bids on the work to be completed. Failure to familiarize one-self with the site conditions will in no way relieve the Bidder from responsibility in fulfilling the contract.

The attention of Bidders is called to the necessity of being familiar with the various Federal, State and Local laws affecting the prosecution of the work.

### 2. BOND REQUIREMENTS

A. BID BOND - If your bid price to perform the requirements of this solicitation is equal to or exceeds \$25,000, then you are required to submit a surety bond with your bid in the amount equal to five percent (5%) of the bid total. The Town accepts, as fulfillment of this requirement, cash, a cashier's check or money order made out to TOWN OF LAKE PARK (referencing the project), or a construction bid bond. The bid bond must be a valid construction bid bond, reflecting the project name, the Obligee (The TOWN OF LAKE PARK), the Principal (Bidder), and the Surety (bonding company or firm). It must be accompanied by a valid Power of Attorney, reflecting the true and lawful Attorney(s)-in-Fact, authorized/appointed to execute, seal and acknowledge on behalf of the Surety, all bonds, undertakings, contracts and other written instruments in the nature thereof, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

B. PERFORMANCE AND PAYMENT BONDS- see 'Contract Agreement Information' section.

### 3. PREPARATION OF BIDS

A. Bids shall be submitted in triplicate, one ORIGINAL and two copies, in the form(s) provided, and must be signed by the Bidder or his/her authorized representative.

Bids will be completed in ink (preferably typed), and signed in BLUE ink by an officer and/or owner of the business possessing the required authority. The bid will include all information requested. Should any information requested not be provided or if the bid should be received unsigned on the bidding sheet ('BID FORM'), it will be considered non-responsive and subject to rejection.

Any corrections made to entries on any bid form(s) shall be initialed where changed by the person signing the bid in BLUE ink.

B. Bidders must quote on all items appearing on the bid form(s) unless specific directions in the advertisement, on the bid form(s), or the specific provisions allow for partial bids. Failure to quote on all items may disqualify the bid. When quotations on all items are not required, Bidders shall insert the words 'No Bid' where appropriate.

4. **BIDDERS SUBMITTING MORE THAN ONE BID**

Multiple bids submitted by a single Bidder shall not be accepted, unless said additional bids are identified as 'Alternates'. The Town may accept or reject 'Alternate' bids, in its best interest. Please annotate the words: **ALTERNATE BID** on the sealed envelope which contains the alternate bid. If multiple bids from the same Bidder are received and there is no distinguishing markings indicating which the "alternate" bid is, then the first bid opened will be considered as the main bid.

This provision shall NOT prohibit subcontractors or suppliers from submitting quotes to several potential Bidders.

5. **REJECTION OF BIDS**

The Town reserves the right to reject any and all bids. Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditional or unauthorized alternate bids, or irregularities of any kind. Additionally, if the Invitation for Bid calls for unit prices, the bid may be rejected if the unit prices reflected on the Bid Form are in excess of or below the reasonable cost analysis values, or if lump sum, bids may be rejected which are significantly greater or lesser than the engineering estimate for the project. The owner reserves the right to waive any informality in bids, at its discretion.

6. **AWARD OF BID**

- A. If the Town chooses to award a contract, it will be to the lowest responsive and responsible Bidder based on the base bid, or in the opinion of the Town, to the company whose bid is most advantageous, and provides the best value. The TOWN OF LAKE PARK reserves the right to take into consideration the financial responsibility of the Bidder, proven skill, experience, adequacy of personnel and equipment and facilities, previous satisfactory performance, current and projected workload and other factors which may have a direct effect on the completion of the project. Alternates I & II are not required to be quoted.
- B. In case of error in the extension of prices, if unit prices are called for in the bid, the unit bid price shall govern.
- C. If a recommendation of award is made, and the recommended company is unable to provide the required bonds, or any other contract document, or if the recommended company fails in the determination of the Town, to work in good faith toward expeditiously meeting the Town's pre-construction requirements, then the Town reserves the right to cancel the recommendation, and recommend the next-highest Bidder, or that Bidder, which in the sole determination of the Town, offers the Town the next-best value and/or the most advantageous opportunity to construct the project.

7. **GUARANTEE**

Bidder guarantees that it will use only technically qualified individuals in the performance of this contract, and will perform the services in a workmanlike manner. Further, Bidder



certifies that it is legally able of offer, technically qualified to perform, and properly licensed to provide the required services to a Florida municipality. Bidder certifies that it's insurance carrier, as reflected on any certificates of insurance submitted with its bid, or subsequent to recommendation of award, is legally able to provide such insurance in the State of Florida, and that the insurance covers the work requested and performed.

**8. RETURN OF BID SECURITY**

Upon request, bid bonds will be returned to those Bidders which were not awarded a contract as the result of this opportunity. Bid surety's provided by virtue of a cashier's check, money order, or cash, shall be available for pickup by all Bidders, with the exception of the recommended Bidder, within five (5) business days after the posted Recommendation of Award. If the recommended Bidder's surety is provided in the form of a cashier's check, money order or cash, it will be available for return upon the delivery of acceptable performance and payment bonds.

**9. EXECUTION OF CONTRACT**

The Contract Agreement Form shall be signed by the Contractor and satisfactory bonds and certificate of insurance furnished within fourteen (14) days after receipt of Notice of Recommendation of Award. In case of failure on the part of the Contractor to comply as required, the bid security (or Bid Bond) accompanying the bid, will be forfeited to the Town. Award may then be made to the next lowest responsible and responsive Bidder, or the work may be re-solicited, at the Town's option.

**10. SUBLETTING OR ASSIGNING CONTRACT**

All awards will be made with the understanding that the work will be performed by the Contractor to whom the award is made, with the assistance of workmen under its immediate superintendence, and the contract shall not be sublet to another contractor except with the prior written consent of the TOWN OF LAKE PARK. In no event will the Contractor be released from responsibility.

**11. POWER OF ATTORNEY**

Attorney-in-fact who signs Bid Bonds or Contract Bonds must file with such bond a certified copy of their Power of Attorney to sign such bonds (see paragraph 2).

**12. ADDENDA -- CHANGES WHILE BIDDING**

**It is the responsibility of all Bidders to ascertain whether addenda have been issued pertinent to this Invitation for Bid by contacting the Town of Lake Park TOWN CLERK (561) 881-3311, prior to the bid submittal deadline. Failure to acknowledge all Addenda may result in rejection of your bid as non-responsive.**

No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any Bidder orally. Every request for such interpretation should be in writing (email preferred) and must be received by the Town Clerk at least five (5) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any

supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed or faxed, or transmitted via email, to all companies known to have received a copy of the Invitation for Bid. Failure of any Bidder to receive any such addendum shall not relieve any Bidder from any obligations under his bid as submitted. All addenda so issued shall become part of the original bid document.

Questions pertaining to the specifications and/or any issues relating to the bid should not be directed to any department other than that of the Town Clerk. Should the Bidder acquire information from any source other than the Town Clerk and decide to use that information in the bid response, the Bidder does so at its own risk.

13. **DAVIS/BACON ACT**  
NOT APPLICABLE

14. **PROTEST PROCEDURE**

Protests may only be filed by a firm which has submitted a timely bid.

Protests must be addressed to the TOWN OF LAKE PARK Town Manager, in writing, identifying the protester, the solicitation and basis for the protest; and must be received by the Town Clerk within three (3) business days (excluding Saturdays, Sundays, and legal holidays) after the date that notice of the written recommendation of contract award has been posted on the Town's website. It shall be the responsibility of the Bidder to ascertain bid award information from the Town Clerk. The protest is considered filed when it is received by the Town Manager. Failure to file a protest within the specified time frame shall constitute a waiver of protest rights.

15. **FEDERAL AND STATE TAX**

The TOWN OF LAKE PARK is exempt from sales tax. Upon request, the authorized agent of the Town will provide an exemption certificate to the successful Bidder. Vendors or contractors doing business with the TOWN OF LAKE PARK shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall any vendor/contractor be authorized to use the Town's Tax Exemption Number in securing such materials.

16. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**  
NOT APPLICABLE

17. **'DRUG FREE WORKPLACE CERTIFICATION'**

In compliance with Florida Statute (Section 287.087), the attached 'Drug Free Workplace Certification' form must be fully executed and submitted with all bids. Firms which indicate participation in a 'Drug Free Workplace' program will receive preference in the event of a tie bid.

18. **FLORIDA STATUTES, SECTION 287.133, PARAGRAPH (2)(a):**  
**('PUBLIC ENTITY CRIMES')**

'A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods

or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.'

19. **LIQUIDATED DAMAGES**

The Contractor shall pay to the Town, as damages for non-completion of the work within the time stipulated for its completion, One Hundred Dollars (\$100.00) for each and every calendar day exceeding the stipulated time of completion. This sum is hereby agreed upon, fixed, and determined by the parties hereto as liquidated damages that the Town will suffer by reason of such default and not by way of penalty. The Town is hereby authorized to deduct any liquidated damages from payments due to the Contractor. The calculation of the number of days the contractor has worked on the project will begin on the latter of the day a permit is approved and issued to the contractor, receipt of a Town purchase order, or the start date as agreed. From that day, the number of calendar days as shown on the contractor's submitted bid form will be added, creating a firm end date. Any work performed beyond the end date is subject to the assessment of liquidated damages (\$100/day) for each calendar day, unless an appropriate extension is requested and approved by the Town in writing.

20. **CONTRACT TIME**

The time for completion of the contract shall be forty-five (45) calendar days. Once the contract start date is established, and a Notice to Proceed has been issued, the contract will be considered in-process as of the start date, and the count as to the number of days for completion of the project, will have commenced. Any extension to the number of days agreed to in advance (as reflected on the bid form), and commencing on the start date referenced in the Notice to Proceed, must be requested by the Contractor to the authorized agent for the Town. The Town must agree to the extension, or liquidated damages may commence.

21. **PAYMENT**

In keeping with Florida Statute 218.735, payment for an accurate and accepted application for payment on a construction contract is due ***20 days after it is stamped as "received" by the Town.*** If an "Agent", meaning a professional service company under contract to the Town to provide construction-phase services in support of the project is engaged, then payment is due the contractor within twenty five (25) days of being stamped as "received" by the Agent. Application(s) for payment should be sent to the Project Manager, Richard Pittman, located at 650 Old Dixie Highway, Lake Park, FL 33403, who will insure that each application for payment is reviewed for accuracy, and then authorize the payment of the invoice, or the return of an unacceptable invoice. Applications for payments prior to the final payment application shall show 10% retainage of the total value of the work complete. AIA style payment application G702/G703 is encouraged.

**22. APPROVAL OF ACCOUNTING SYSTEM**

Except with respect to firm fixed-price contracts, no contract type shall be used unless the Town has determined in writing that:

- 1) The proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated; and
- 2) The proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles.

**23. RIGHT TO INSPECT**

The Town may, at reasonable times, inspect any part of the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of any contract awarded or to be awarded by the Town.

**24. RIGHT TO AUDIT RECORDS**

- 1) Audit of Cost or Pricing Data: The Town may, at reasonable times and places audit the books, documents, papers and records of any contractor who has submitted cost or pricing data to the extent that such books, documents, papers and records are pertinent to such cost or pricing data. Any person who receives a contract, change order or contract modifications for which cost or pricing data is required, shall maintain such books, documents, papers, and records that are pertinent to such costs or pricing data for three (3) years from the dated of the final payment under the contract.
- 2) Contract Audit: The Town shall be entitled to audit the books, documents, papers and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers and records are pertinent to the performance of such contract or subcontract. Such books, documents, papers and records shall be maintained by the contractor for a period of three (3) years form the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract.
- 3) Contractor Records: If a contract is being funded in whole or in part by assistance from a Federal agency, then the contract shall include provisions:
  - A) Requiring the contractor and subcontractor at any tier to maintain for three (3) years from the date of final payment under the contract all books, documents, papers and records pertinent to the contract; and requiring the contractor and subcontractor, at any tier, to provide to the Town, or Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers and records for the purposes of examining, auditing and copying them.

**25. ADDITIONAL INFORMATION**

Requests for additional information should be referred to Richard Pittman, Project Manager, at (561)881-3347.

End of Instructions to Bidders

**CONTRACT AGREEMENT INFORMATION**

**1. FORM**

The page attached at the end of this section demonstrates the Agreement to be executed between the Town and the Contractor for this project. This Agreement formally incorporates the bid document and the Contractor's bid into the Construction Contract.

**2. GENERAL CONDITIONS**

"STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT" prepared by the Engineers' Joint Contract Documents Committee, Latest Edition, shall provide the general guidance in the execution of this contract.

**3. SUPPLEMENTARY GENERAL CONDITIONS**

The following conditions modify or are in addition to the "General Conditions" noted #2 above. Where any portion of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions shall remain in effect.

**INSURANCE REQUIREMENTS**

**CONTRACTOR'S INSURANCE:**

Contractor shall not commence work or make deliveries to the project site until satisfactory proof of insurance coverage ('Certificate of Insurance') is provided to the Town. Certificate of Insurance shall be submitted to Town within fourteen (14) days of contract award notification (see INSTRUCTIONS TO BIDDERS, paragraph 9).

The limits of liability for the insurance required shall provide coverage for not less than the following amounts:

A. Worker's Compensation:

- |                         |             |
|-------------------------|-------------|
| 1. State                | Statutory   |
| 2. Employer's Liability | \$1,000,000 |

B. Commercial General Liability:

(Including Premises -- Operations; XCU, Products- Completed Operations, Personal & Advertising Injury; Contractual Liability; Contractor's Protective; Broad Form Property Damage)

1. Bodily Injury and Property Damage, Combined Limit

- |                                   |              |
|-----------------------------------|--------------|
| Each Occurrence                   | \$1,000,000. |
| Annual Aggregate per job/contract | \$2,000,000. |

C. Comprehensive Automobile Liability: (Owner-leased-non-owned & hired)

1. Bodily Injury:

Each Person	\$1,000,000.
Each Accident	\$1,000,000.

2. Property Damage:

Each Occurrence	\$1,000,000.
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D. Additional liability coverage for Town shall be provided by endorsement as "Additional Insured" (ISO Form CG 2010) on Contractor's General Liability Policy. Add the following names:

Owner -- TOWN OF LAKE PARK

E. If Contractor's vehicles will operate on Town property, Town must be named as "Additional Insured" on Automobile Liability policy.

F. All insurance shall contain a provision, to be noted on the certificate of insurance, that coverage will not be canceled, materially changed or renewal refused until at least thirty days (30) prior written notice has been given to Town's Human Resources Director (fax (561)881-3314).

G. The Contractor's General Liability Policy "other insurance" clause shall be amended to reflect coverage under this policy shall be primary.

H. No work shall commence until the Town has received and approved certificates of insurance, including copies of the policy endorsements reflecting the additional insured, cancellation, and primary coverage terms. The certificate(s) shall also reference the Project Name/Title to which the certificate applies.

### **CONTRACTOR'S RESPONSIBILITIES**

The Contract Documents are intended to communicate the concept and scope of the work. The Contractor shall be responsible for the removal and disposal and coordination of the parts of the removal and disposal process without any costs to the Town.

### **PAYMENTS TO CONTRACTOR AND COMPLETION**

The Town will be employing an engineer to perform inspections and approve applications for payment on this project. If the Town does engage an engineer or other Agent on this project, the Town will communicate at the pre-construction meeting, the specifics regarding to whom to send applications for payment, the roles of each party, etc. As an approved permit is required prior to the commencement of the work outlined in this solicitation, final payment will NOT be made until all requested work has been performed and accepted by the Town, the Contractor has passed a final inspection in accordance with the permit, and all required paperwork is complete including Final Release of Lien.

## **PERFORMANCE AND PAYMENT BONDS**

All bonds must be submitted by the Bidder awarded the contract.

The contractor will be required to furnish a payment bond and performance bond, executed by a surety company duly authorized to do business in the State of Florida, and on the approved U.S. Treasury List of Bonding Companies, in an amount at least equal to 100% of the contract price, as security for the faithful performance of this contract and as security for the payment of all persons performing labor and furnishing materials in connection with this contract. Performance and Payment Bonds shall be submitted to the TOWN OF LAKE PARK within fourteen (14) calendar days of bid award notification.

## **HOLD HARMLESS AND INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the Town, its employees, agents and servants against any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly. The Town of Lake Park shall be named as an additional insured on the Certificate of Insurance.

If the Town defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the Town for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

## **CONTRACT TERMS**

The contract shall include, but not be limited to, the following:

- A) All terms, conditions, plans, and specifications of this bid.
- B) Lump sum total for the project, as well as a schedule of bid item prices, and/or as indicated on the bid form, for all goods/services required of this project, or for those applied to additional work above and beyond the original scope.
- C) Bidder agrees that terms of the contract shall provide that the Town retains ownership rights to all documents prepared by the Contractor during the course of the contract. These documents shall become 'Public Record'

## **WAIVER**

It is agreed that no waiver or modification of this contract or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the

parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

### **SURVIVORSHIP OF BENEFITS**

This contract shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors and assigns.

### **ENTIRE AGREEMENT**

This contract (consisting of the bid, any Addenda, contractor's bid, and Contract Agreement Form) states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations, and agreements are merged herein or superseded hereby. No alterations, modifications, release, or waiver of this contract or any of the provisions hereof shall be effective unless in writing, executed by the parties. The products/services required of this contract will be officially "ordered" through the issuance of a Purchase Order. **Contractor shall NOT commence work until they have been issued a signed Purchase Order from the TOWN OF LAKE PARK.**

### **SEVERABILITY**

If any term or provision of this contract is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

### **TERMINATION**

Once the contract has been awarded, it may be terminated by the Town without cause upon providing contractor with at least thirty (30) days prior written notice.

Should either party fail to perform any of its obligations under this contract for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

If the Town elects to terminate for convenience (without cause), or with cause, subsequent to the termination language above, the Town may seek the services of the next-lowest Bidder, or that Bidder which in the sole determination of the Town, offers the Town the most advantageous opportunity to complete the project.



## **PERMITS, TAXES, LICENSES**

Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to the business to be carried on under this contract. Currently, there is no requirement for a Notice of Commencement.

## **MANNER OF PERFORMANCE**

Contractor agrees to perform its duties and obligations under this contract in a professional and workmanlike manner, in accordance with all applicable local, federal and state laws, rules, and regulations. Contractor agrees that the services provided under this contract shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish the Town with any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Contractor further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Contractor to comply with this paragraph shall constitute a material breach of this contract.

End of Contract Agreement Information

**Contract Agreement**  
**AGREEMENT BETWEEN OWNER AND CONTRACTOR**  
STORM SEWER TELEVISIONING  
VARIOUS LOCATIONS  
TOWN OF LAKE PARK  
TOWN BID NO. 102-2014

Upon execution by both parties, this Agreement shall serve as the Contract between the TOWN OF LAKE PARK ("Owner") and \_\_\_\_\_ ("Contractor") for the delivery of the bid items contained in the aforementioned contractor's bid response to the Town's Invitation For Bid No. 102 -2014. All terms, conditions, plans and specifications of Bid No. 102-2014, Addenda Nos. \_\_\_\_\_ and contractor's accepted bid, dated \_\_\_\_\_ shall apply to this Agreement, and are incorporated herein. In the event of conflict, the terms of the Town's bid shall take precedence. The total contract amount shall be \$ \_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Town of Lake Park through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission action on the \_\_\_\_ day of \_\_\_\_\_, 2014; and \_\_\_\_\_ authorized to execute same.

TOWN OF LAKE PARK, through its  
Town Commission

Attest:

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Vivian Mendez Lemley, Town Clerk

(Town Seal)

Approved as to form and legality  
For the use of and reliance by the  
Town of Lake Park only:

By: \_\_\_\_\_  
Thomas Baird, Town Attorney  
\_\_\_\_ day of \_\_\_\_\_, 2014

AGREEMENT BETWEEN OWNER AND CONTRACTOR (Cont.)

Contractor:

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_ day of \_\_\_\_\_, 2014

(CORPORATE SEAL)

STATE OF FLORIDA                    )  
  ):ss  
COUNTY OF \_\_\_\_\_ )

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by

\_\_\_\_\_ who (check one) [  ] is personally known to me or [  ] has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name of Notary Public

My commission expires:

## SCOPE OF WORK

### **Storm Sewer Televising Various Locations**

- **Demonstration DVD if being considered for award of contract.**
- **Insurance Certificate and Performance & Payment Bond to be bound in contract in preparation for execution of contract.**
- **Registration with Town and Town Permit. Permit fee will be waived.**
- **Arrange for water as needed via Seacoast Utility Authority (Alternates I&II )**
- **Permit from Village of North Palm Beach & FDOT if Alternate I is selected.**
- **Contact with adjacent property owners advising of work at property.**
- **Maintenance of traffic on Park Avenue and other roadways if needed.**
- **Televising and recording at locations identified in plan set and schedule of bid items.**
- **Preparation of video and audio in DVD format. Submit two copies of DVD.**
- **Site cleanup including restoration of rutting and sod where damaged by vehicles.**

Questions/Clarifications to these specifications will be discussed at the Pre-bid Meeting, and written requests for questions/clarifications will be received as indicated in the section entitled "INSTRUCTIONS TO BIDDERS", Paragraph 12

## TECHNICAL SPECIFICATIONS

- Attached to this document are separate plans/drawings available as a compliment to the Scope of Work for this project. All required bid items are described in the Scope of Work, and may be further clarified in any Addenda issued. Bidders are encouraged to visit the project site so that local conditions are known and considered.
- The cameras used to televise the larger pipe will be expected to pan and zoom to better view problems. The contractor being considered for award of the contract will be asked to submit a DVD demonstrating an example of the quality of video and audio his equipment will be able to provide for 30" or 36" pipe.

**BID FORM: No. 102-2014**  
**STORM SEWER TELEVISION**  
**VARIOUS LOCATIONS**  
**TOWN OF LAKE PARK**

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

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

\_\_\_\_\_ (\$\_\_\_\_\_)

Completion: Forty-five (45) calendar days after Commencement of Work [Contractor may only perform work on this project Monday – Friday between 8am – 5pm, unless pre-approved for other hours by the Town]

<b>Required documents attached?</b>	<b>(Yes or No)</b>
- Schedule of Bid Items	_____
- Acknowledge Addenda # ____ (if issued)	_____
- Bid bond (minimum of 5% of total bid (signed))	_____
- 1 Original and 2 copies of the following:	
- Bid Form (signed)	_____
- Clarifications/Exceptions	_____
- List of Subcontractors	_____
- 'Drug Free Workplace Cert. (signed)	_____
- List of References	_____
- Licenses (copies of applicable licenses)	_____
- Proof of Existing Insurance Coverage	_____
- Noncollusion Affidavit of Prime Bidder	_____
- Anti-kickback Affidavit	_____
- Certification of Nonsegregated Facilities	_____

---

NAME OF FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE# \_\_\_\_\_ FAX# \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

NAME & TITLE (TYPED or PRINTED) \_\_\_\_\_

POINT OF CONTACT EMAIL ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_ TAX PAYER ID#: \_\_\_\_\_

**STORM SEWER TELEVISION  
VARIOUS LOCATIONS  
TOWN OF LAKE PARK BID NO. 102-2014**

**SCHEDULE OF BID ITEMS**

ITEM No.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	ESTIMATED COST
1.	Indemnification	1	Job	\$ 100.00	\$ 100.00
2.	Performance & Payment Bond	1	Job	_____	_____
3.	Mobilization, Registration w/ Town and Permits (permit fee waived) barricades	1	L.S.	_____	_____
4.	Maintenance of Traffic for Park Avenue	1	L.S.	_____	_____
5.	Televis/Record 15" or smaller pipe	1,482	L.F.	_____	_____
6.	Televis/Record 18" Pipe	422	L.F.	_____	_____
7.	Televis/Record 24" Pipe	311	L.F.	_____	_____
8.	Televis/Record 30" Pipe	1,018	L.F.	_____	_____
9.	Televis/Record 36" Pipe	1,942	L.F.	_____	_____
10.	Televis/Record 54" Pipe	665	L.F.	_____	_____
11.	Televis/Record 60" Pipe	1,067	L.F.	_____	_____
12.	Prepare & Submit Two Copies of DVD	1	L.S.	_____	_____
13.	Miscellaneous:	1	Job	_____	_____

**TOTAL BASE BID ITEMS 1 THRU 13** \$ \_\_\_\_\_

**Written Amount \$** \_\_\_\_\_

.....

**ALTERNATE I: Village N.P.B. Permit, FDOT Permit If Working From A Lane of Traffic On Northlake Blvd./Barricading, Traffic Control, Dewater, Clean & Televis 240 L.F. RCP at 541 Northlake Boulevard (Firestone Tire Center)** L.S. \$ \_\_\_\_\_

(SEE PAGE 15)

**ALTERNATE II: Dewater, Clean & Televis 162 L.F. 36" RCP Outfall to Flagler Blvd.** L.S. \$ \_\_\_\_\_

(SEE PAGE 12)

Submitted By: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

**NOTES:**

1. There is no requirement to quote Alternates I & II. Please quote Alt. I if you determine a cost effective method. A quote for Alt. II will be appreciated.
2. Bid items 5 thru 11 shall include plugging, sandbag, etc. and pumps to dewater due to tidal influence (see page 2 and individual plan sheets showing invert elevations).

**CLARIFICATIONS/EXCEPTIONS**

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



**LIST OF SUBCONTRACTORS**

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

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

**CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM**

I certify the firm of \_\_\_\_\_, maintains a drug-free workplace program, and that the following conditions are met:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace; and specifying that actions will be taken against employees for violations of such prohibitions.
2. We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
4. In the statement specified subsection one (1), we notify the employee that, as a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement; and will notify the employer of any conviction of, or plea of guilty or 'nolo contendere' to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. We impose a sanction on, or require the satisfactory participation in a drug-abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Name & title (typed)

**LIST OF REFERENCES**

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

**REFERENCE #1**

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Point of Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

---

**REFERENCE #2**

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Point of Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

---

**REFERENCE #3**

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Point of Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**INCLUDE PROOF OF PROPER LICENSING  
(APPLICABLE LICENSING TO PERFORM THE  
REQUIRED SERVICES)**

**INCLUDE PROOF OF EXISTING INSURANCE**

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of Florida  
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- (1) He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted a Bid to perform work for the following project:

Contract #: \_\_\_\_\_ Project Name: \_\_\_\_\_

- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature

Subscribed and sworn to (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:

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

Notary Name: \_\_\_\_\_  
Notary Public-State of Florida

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

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

(1) I am \_\_\_\_\_ of \_\_\_\_\_, the bidder that  
has submitted a proposal to perform work for the following project:

Contract #: \_\_\_\_\_ Project Name: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

Subscribed and sworn to (or affirmed) before me this \_\_\_ day of \_\_\_\_\_ 20\_\_\_ by  
\_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

NOTARY SEAL:

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

Notary Name: \_\_\_\_\_  
Notary Public-State of Florida

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

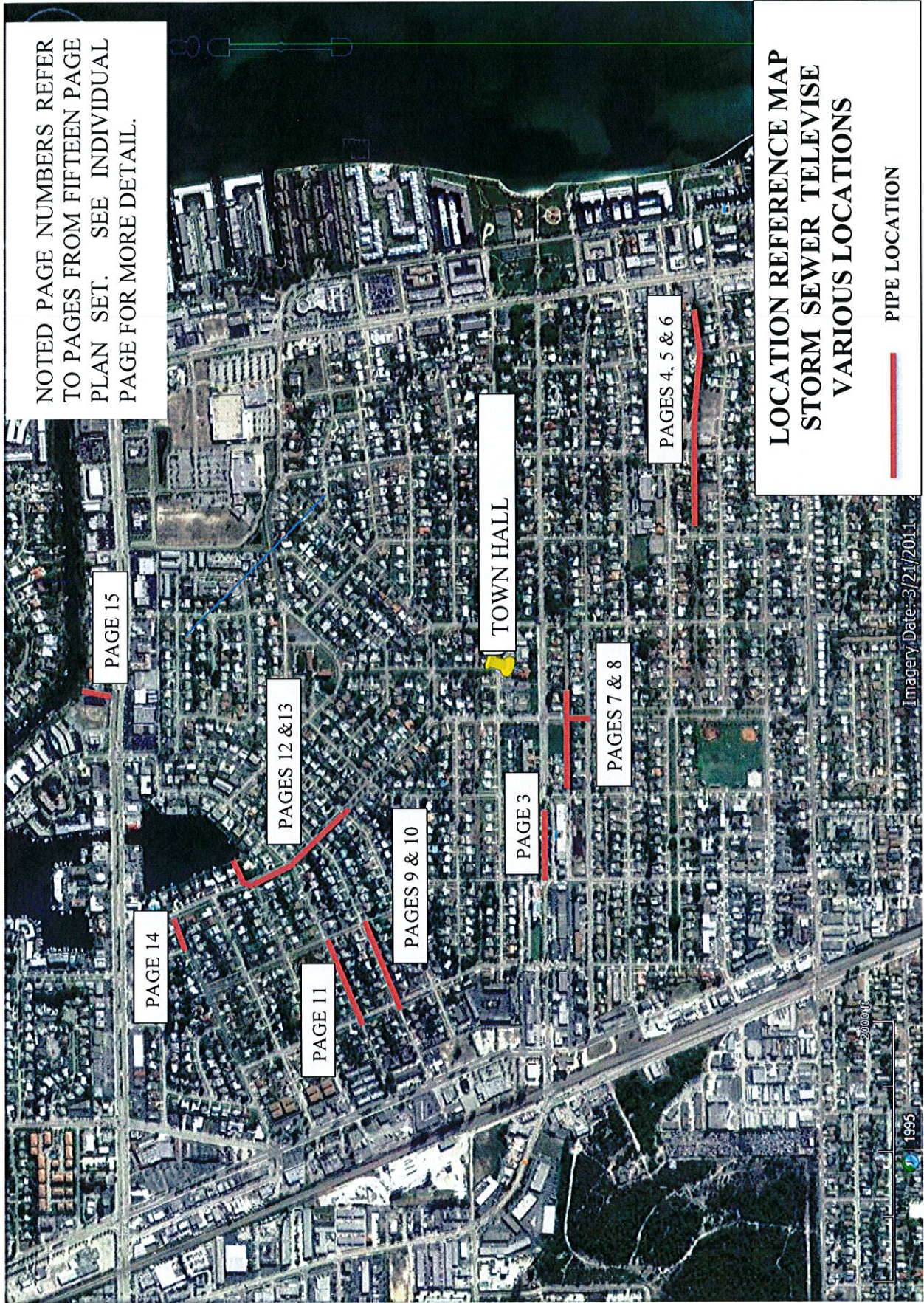
Project Name: \_\_\_\_\_

Company Name and Address:

Signature \_\_\_\_\_  
Name & Title



NOTED PAGE NUMBERS REFER TO PAGES FROM FIFTEEN PAGE PLAN SET. SEE INDIVIDUAL PAGE FOR MORE DETAIL.



**LOCATION REFERENCE MAP  
STORM SEWER TELEWISE  
VARIOUS LOCATIONS**

PIPE LOCATION

Imagery Date: 3/21/2011

1995

**STORM SEWER TELEWISE  
VARIOUS LOCATIONS  
TOWN OF LAKE PARK  
TOWN BID NO. 102-2014**

**TOWN COMMISSION**

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

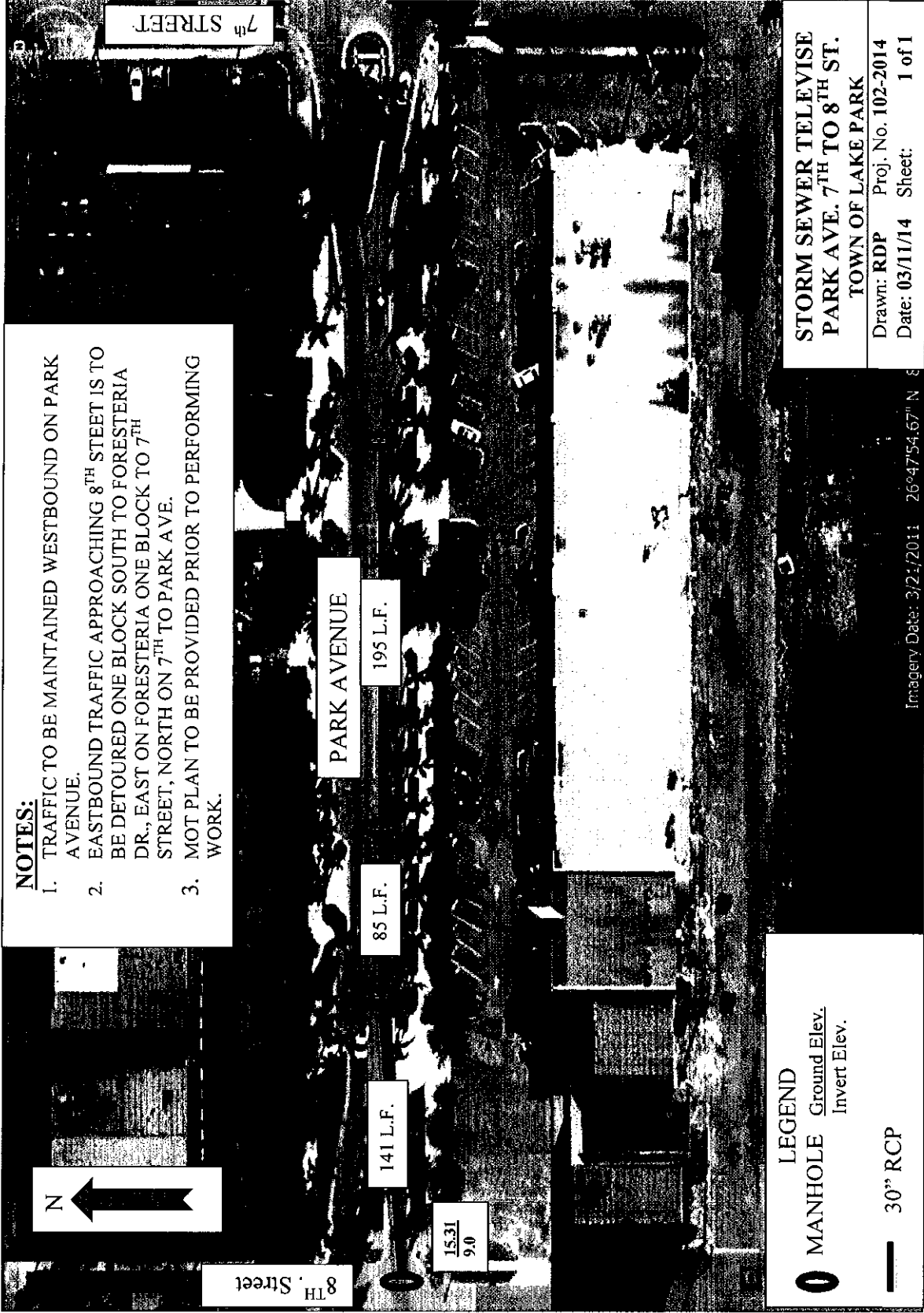
**INDEX OF PAGES**

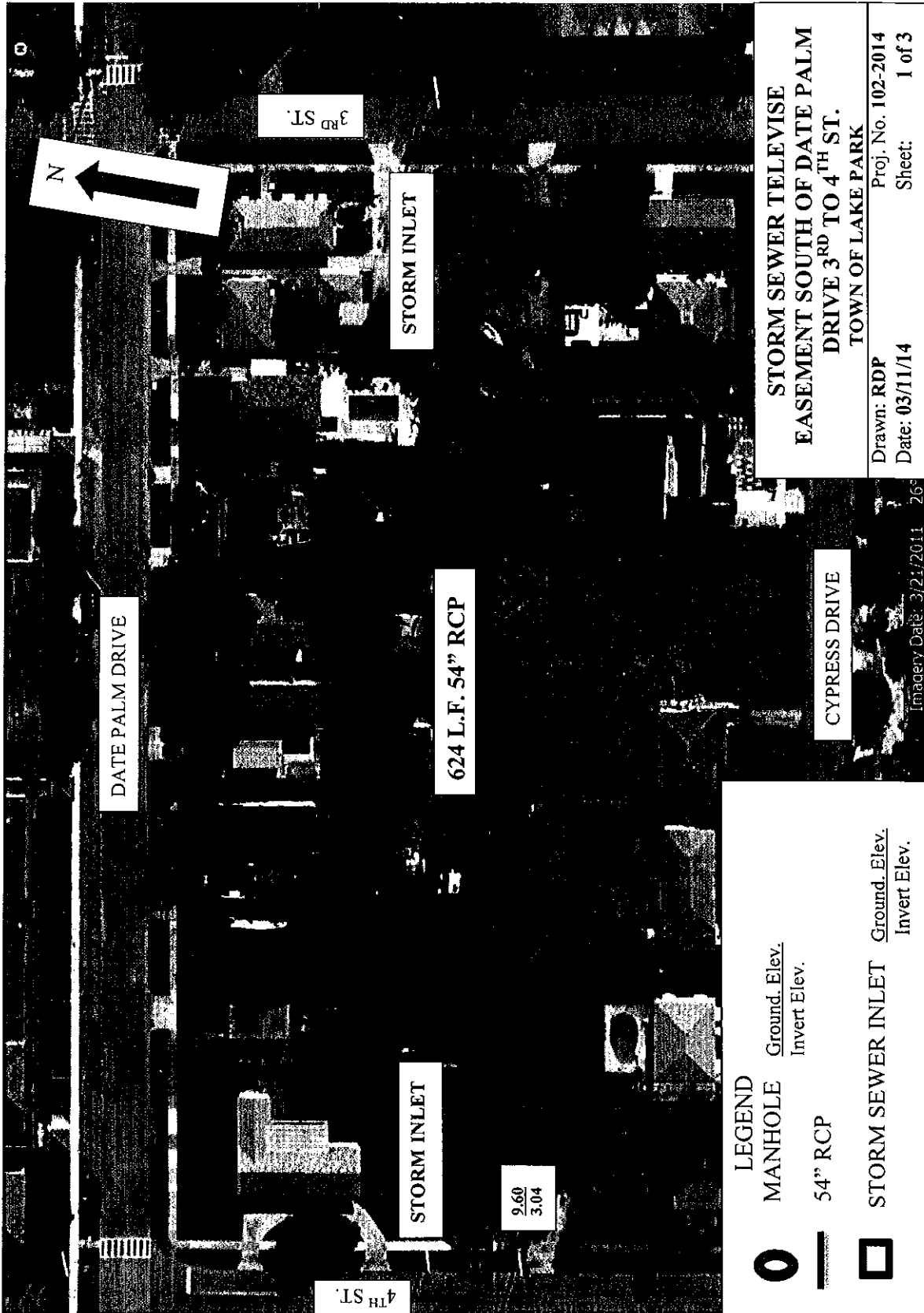
Page No.	Description
1	Cover
2	Tabulation of Quantities
3-15	Work Location Plans

TABULATION OF QUANTITIES										
STORM SEWER TELEVISION - TOWN OF LAKE PARK										
Page #	DESCRIPTION	COMMENTS	PIPE SIZE							
			15" or <	18"	24"	30"	36"	54"	60"	
3	Park Ave.						421		624	
4	Date Palm Dr.	Tidal Inflow							41	768
5	Date Palm Dr.	Tidal Inflow								299
6	Date Palm Dr.	Tidal Inflow								
7	Evergreen Dr.		461				290			
8	Evergreen Dr.		505				56			
9	W. Jasmine Dr.		34	35						
10	W. Jasmine Dr.	Tidal Inflow								
11	W. Kalmia		426	320						
12	Flagler Blvd.	Tidal Inflow								
12 Alt. 11	Flagler Blvd. Outfall	162 L.F. 36" RCP								
13	Flagler Blvd.	Tidal Inflow	56	67		311				
14	Northern Dr.	Tidal Inflow					251			
15 Alt. 1	541 Northlake Blvd.	240 L.F. RCP Outfall								
<b>TOTAL not incl.</b>			1,482	422	311	1,018	1,942	665	1,067	6,907
<b>Alternates I &amp; II</b>										

TOTAL PIPE LENGTH TO BE TELEVIEWED IS 6,907 L.F. NOT INCLUDING THE OUTFALL FOR FLAGLER BLVD. AND AT 541 NORTHLAKE BLVD.

NOTE: THE CAMERAS USED TO TELEVIEW THE LARGER PIPE WILL BE EXPECTED TO PAN AND ZOOM TO BETTER VIEW PROBLEMS. THE CONTRACTOR BEING CONSIDERED FOR AWARD OF THE CONTRACT WILL BE ASKED TO SUBMIT A DVD DEMONSTRATING AN EXAMPLE OF THE QUALITY OF VIDEO AND AUDIO HIS EQUIPMENT WILL BE ABLE TO PROVIDE FOR 30" OR 36" PIPE.





DATE PALM DRIVE

3<sup>RD</sup> ST.

STORM INLET

624 L.F. 54" RCP

CYPRESS DRIVE

4<sup>TH</sup> ST.

STORM INLET

9.60  
3.04

**STORM SEWER TELEWISE  
EASEMENT SOUTH OF DATE PALM  
DRIVE 3<sup>RD</sup> TO 4<sup>TH</sup> ST.  
TOWN OF LAKE PARK**

Drawn: RDP  
Date: 03/11/14  
Proj. No. 102-2014  
Sheet: 1 of 3

Imagery Date: 3/21/2011 265

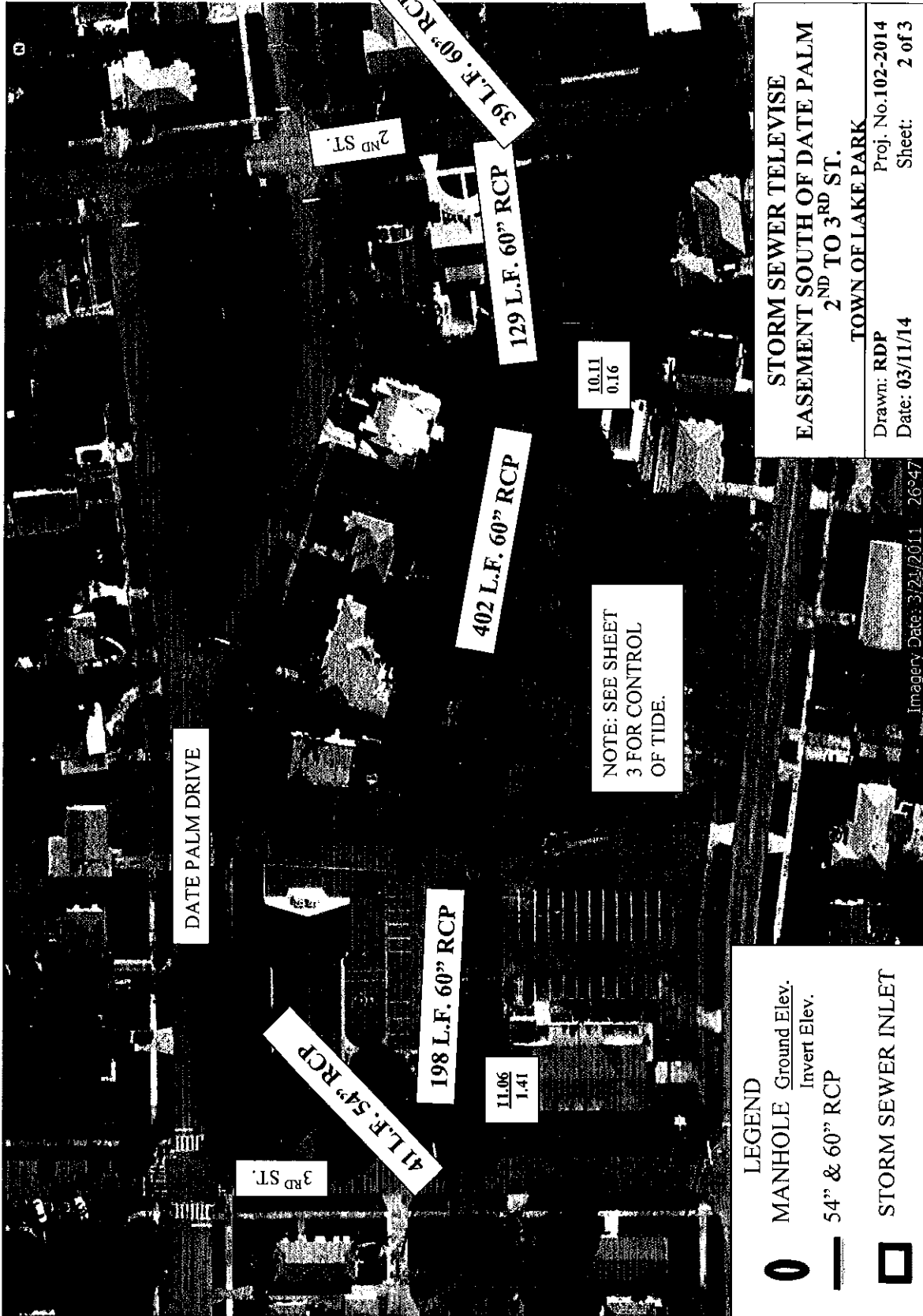
**LEGEND**

**MANHOLE** Ground. Elev.  
Invert Elev.

54" RCP

**STORM SEWER INLET** Ground. Elev.  
Invert Elev.





**STORM SEWER TELEWISE  
EASEMENT SOUTH OF DATE PALM  
2<sup>ND</sup> TO 3<sup>RD</sup> ST.  
TOWN OF LAKE PARK**

Drawn: RDP  
Date: 03/11/14  
Proj. No. 102-2014  
Sheet: 2 of 3

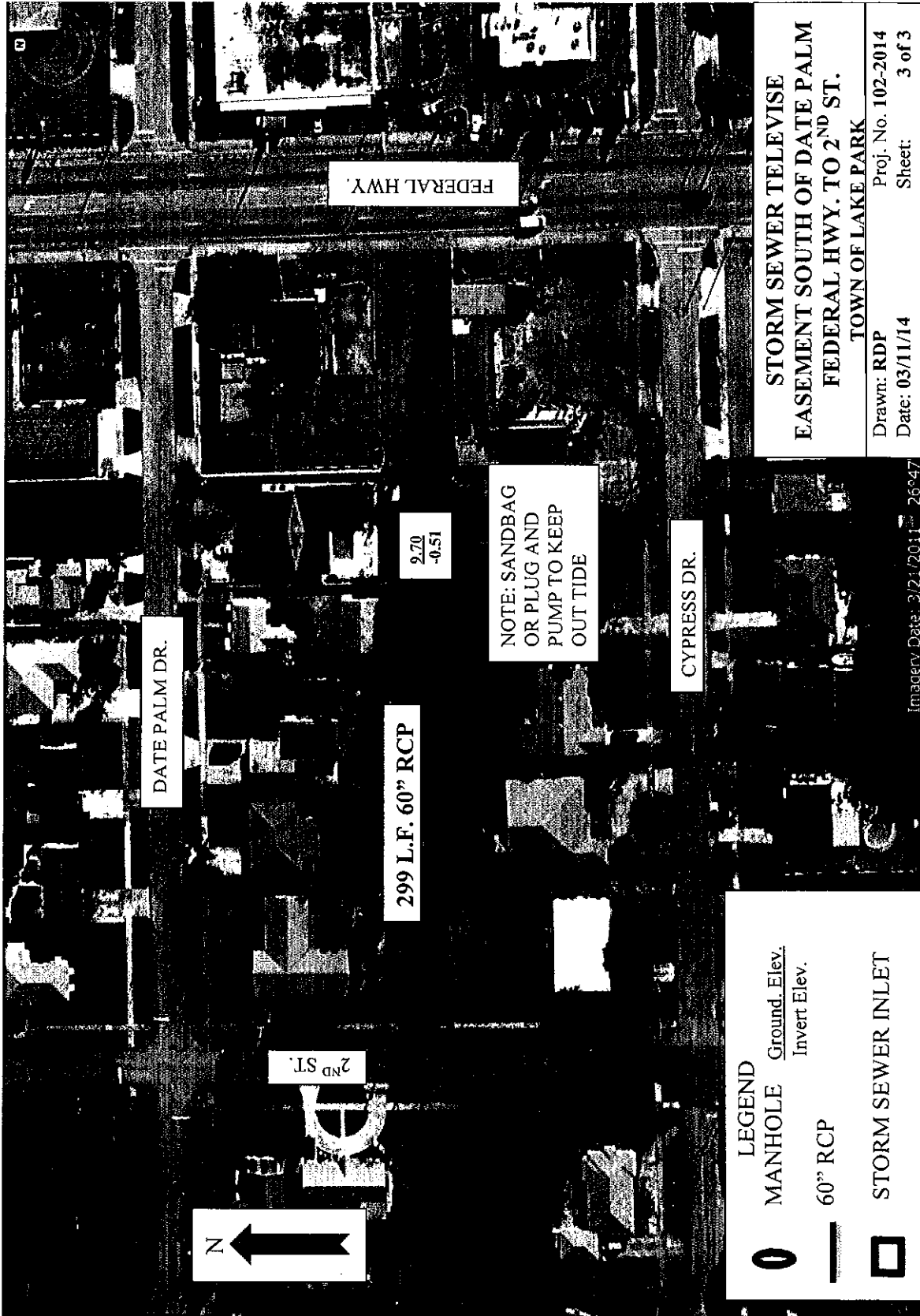
**LEGEND**  
 ○ MANHOLE Ground Elev.  
 — Invert Elev.  
 — 54" & 60" RCP  
 □ STORM SEWER INLET

NOTE: SEE SHEET  
3 FOR CONTROL  
OF TIDE.

10.11  
0.16

11.06  
1.41

Imagery Date: 3/21/2011 26947



2<sup>ND</sup> ST.

DATE PALM DR.

299 L.F. 60" RCP

2.70  
-0.51

NOTE: SANDBAG  
OR PLUG AND  
PUMP TO KEEP  
OUT TIDE

CYPRESS DR.

FEDERAL HWY.

**LEGEND**

MANHOLE Ground Elev.  
                  Invert Elev.

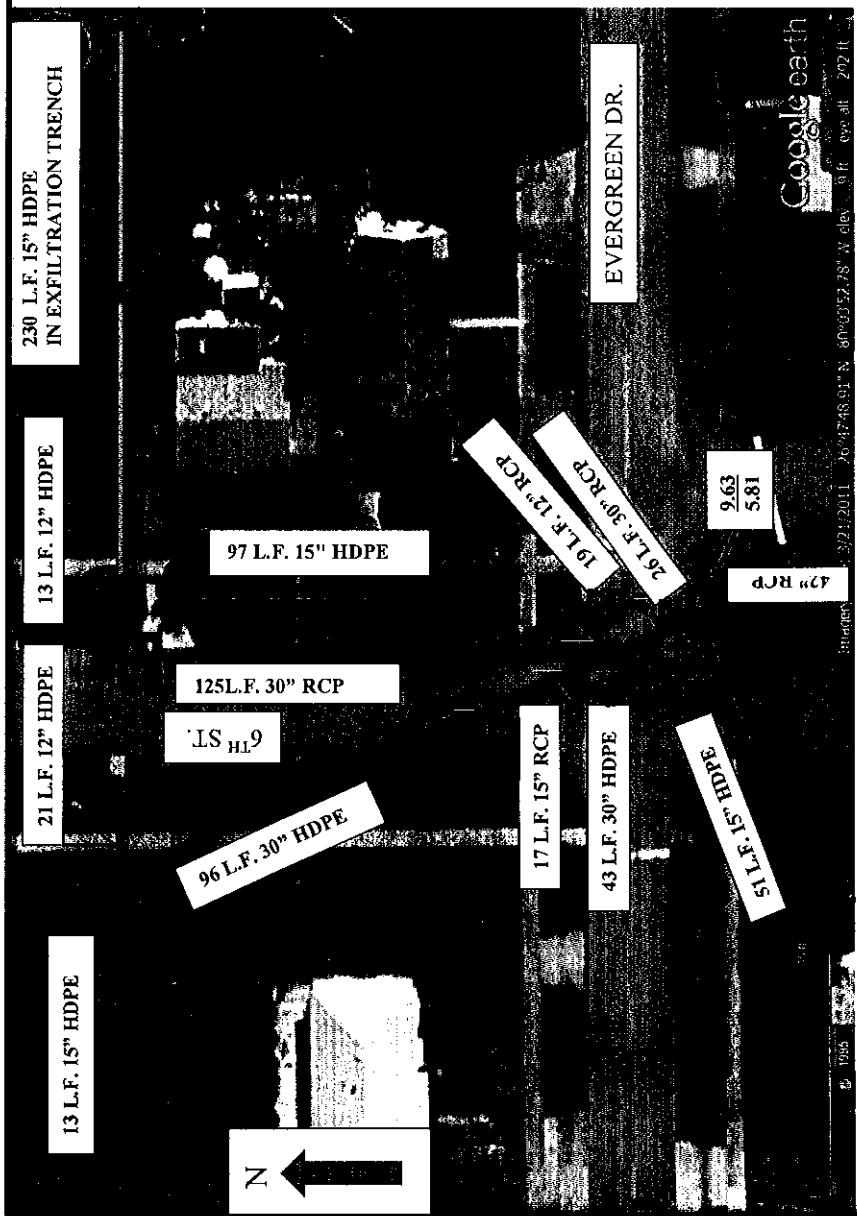
60" RCP

STORM SEWER INLET

**STORM SEWER TELEWISE  
EASEMENT SOUTH OF DATE PALM  
FEDERAL HWY. TO 2<sup>ND</sup> ST.  
TOWN OF LAKE PARK**

Drawn: RDP      Proj. No. 102-2014  
Date: 03/11/14      Sheet: 3 of 3

Imagery Date: 3/21/2011 26947



**LEGEND**

MANHOLE  $\frac{\text{Ground Elev.}}{\text{Invert Elev.}}$

PIPE-SIZE VARIES

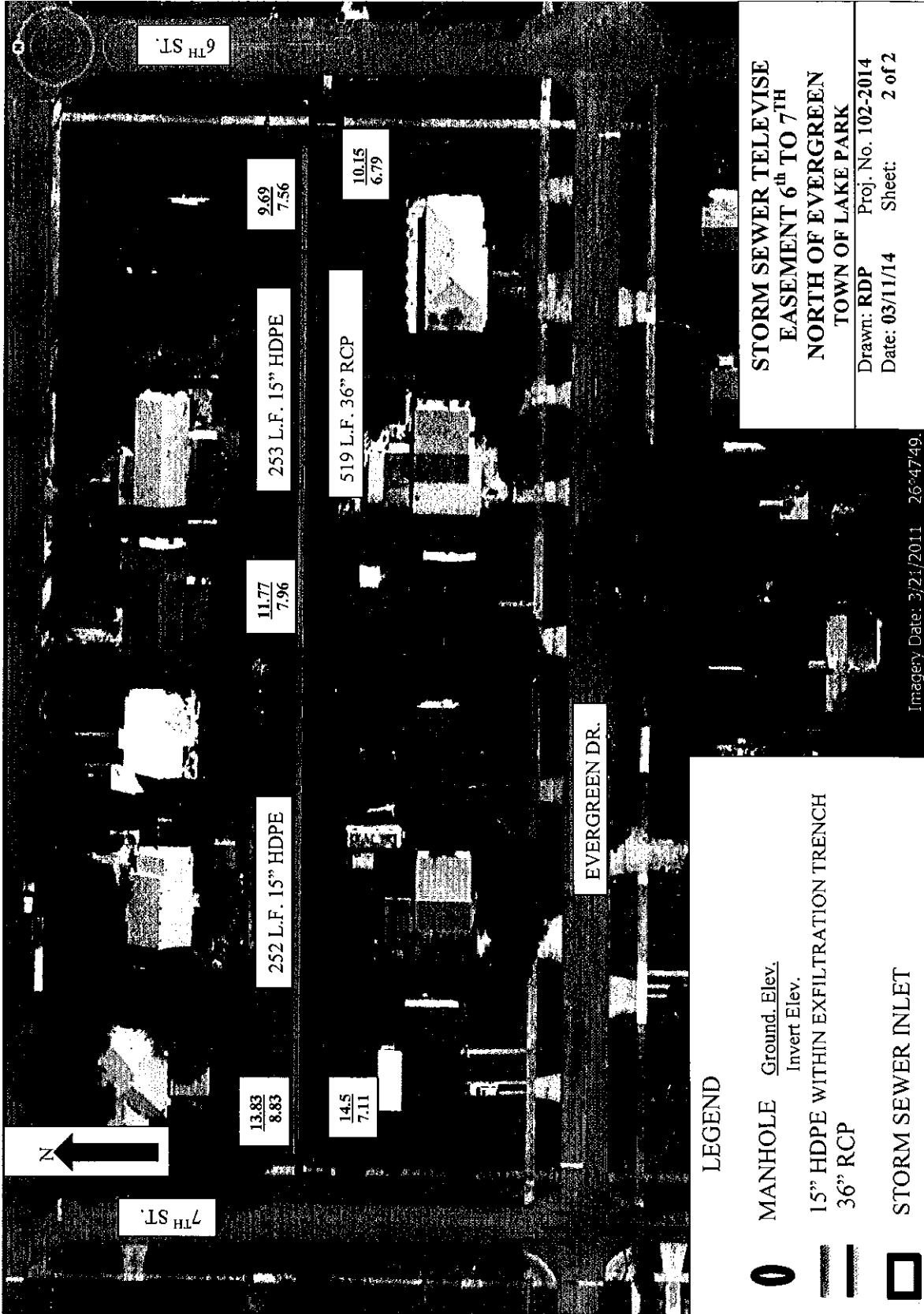
STORM SEWER INLET  $\frac{\text{Ground Elev.}}{\text{Invert Elev.}}$

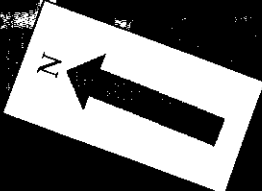
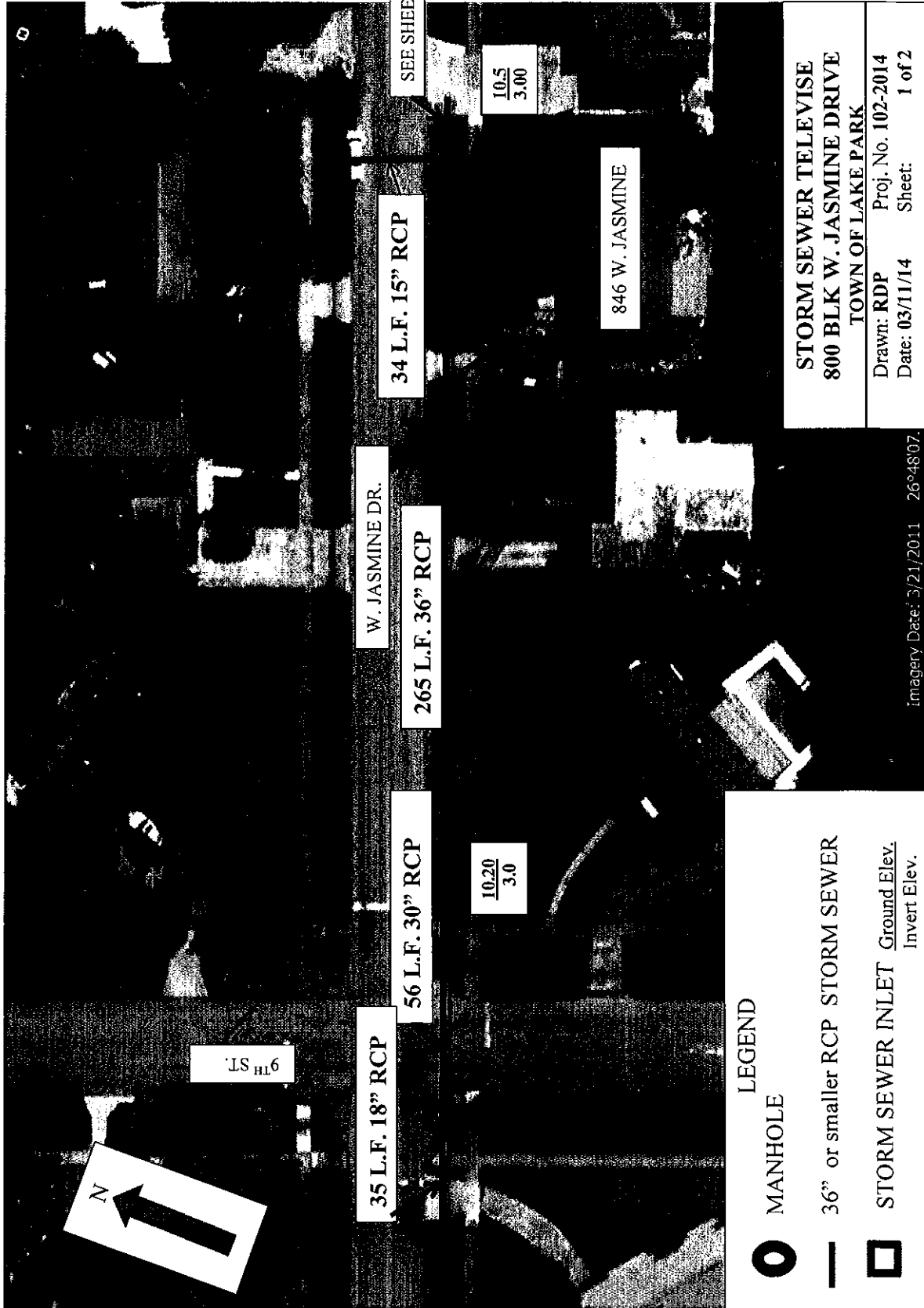
HDPE IN EXFILTRATION TRENCH

**STORM SEWER TELEWISE  
6<sup>TH</sup> ST. AT EVERGREEN DR.  
TOWN OF LAKE PARK**

Drawn: RDP      Proj. No. 102-2014  
Date: 03/11/14      Sheet: 1 of 2







9TH ST

35 L.F. 18" RCP

56 L.F. 30" RCP

10.20  
3.0

W. JASMINE DR.

265 L.F. 36" RCP




10.5  
3.00

34 L.F. 15" RCP

SEE SHEET 2

846 W. JASMINE

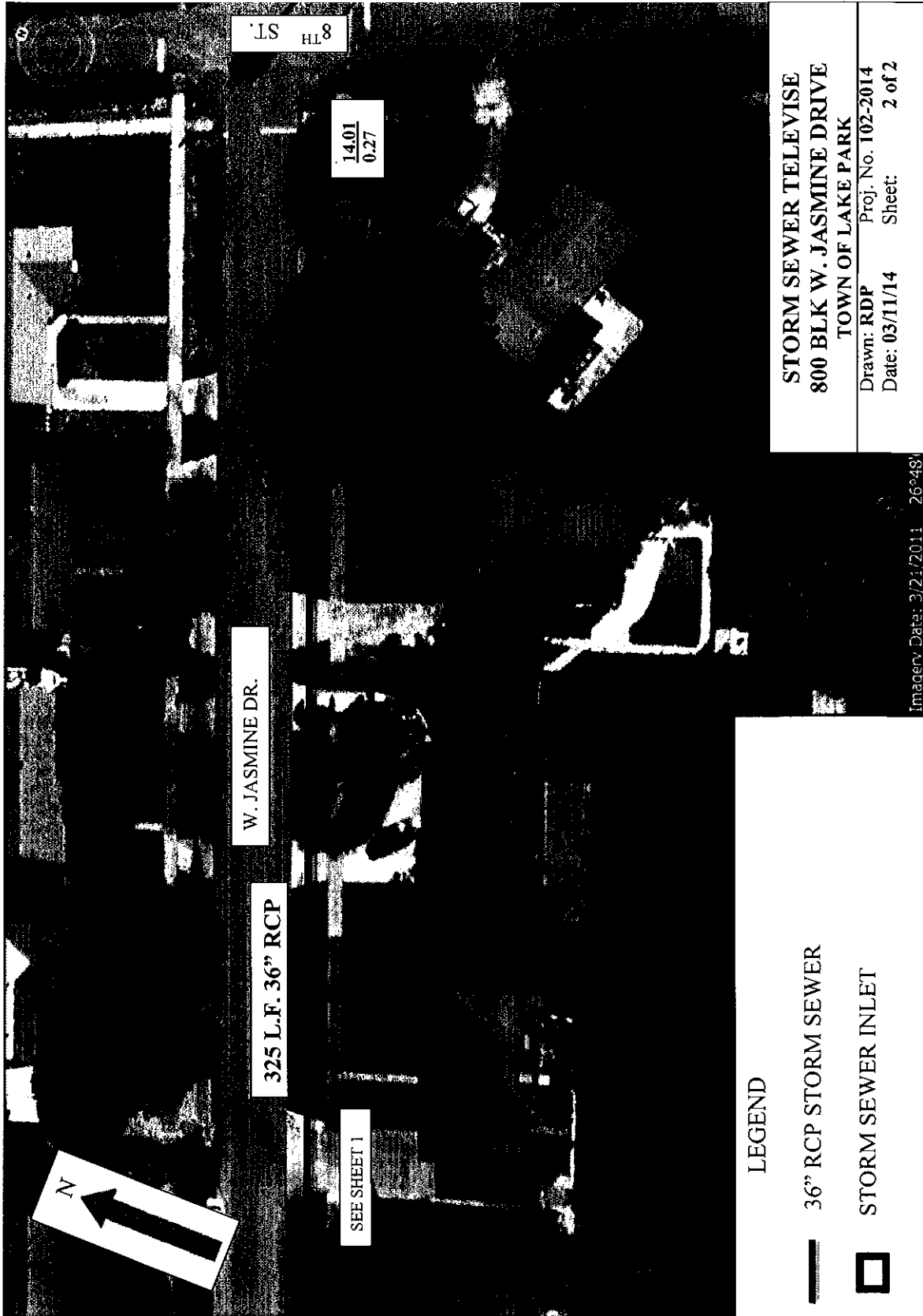
LEGEND

-  MANHOLE
-  36" or smaller RCP STORM SEWER
-  STORM SEWER INLET Ground Elev.  
Invert Elev.

STORM SEWER TELEWISE  
800 BLK W. JASMINE DRIVE  
TOWN OF LAKE PARK

Drawn: RDP Proj. No. 102-2014  
Date: 03/11/14 Sheet: 1 of 2

Imagery Date: 3/21/2011 26°48'07"



LS HL 8

1401  
0.27

W. JASMINE DR.

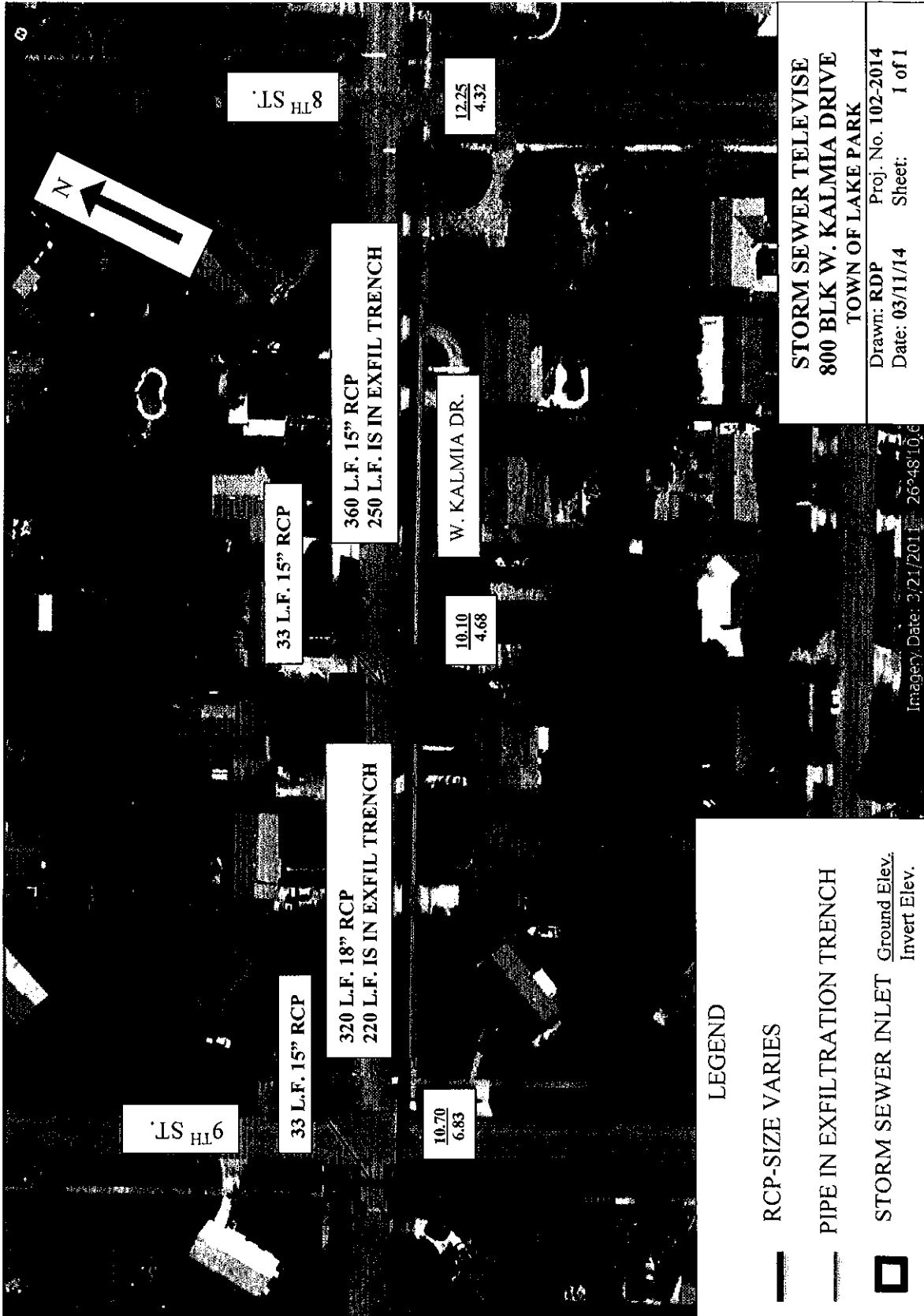
325 L.F. 36" RCP

SEE SHEET 1

**STORM SEWER TELEWISE**  
**800 BLK W. JASMINE DRIVE**  
**TOWN OF LAKE PARK**  
 Drawn: RDP Proj. No. 102-2014  
 Date: 03/11/14 Sheet: 2 of 2

**LEGEND**  
 — 36" RCP STORM SEWER  
 □ STORM SEWER INLET

Imagery Date: 3/21/2011 26°48'



ST HL6

33 L.F. 15" RCP

320 L.F. 18" RCP  
220 L.F. IS IN EXFIL TRENCH

10.70  
6.83

33 L.F. 15" RCP

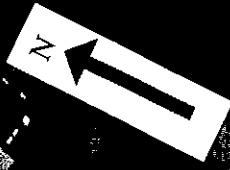
360 L.F. 15" RCP  
250 L.F. IS IN EXFIL TRENCH

10.10  
4.68

W. KALMIA DR.

12.25  
4.32

ST HL8



LEGEND

— RCP-SIZE VARIES

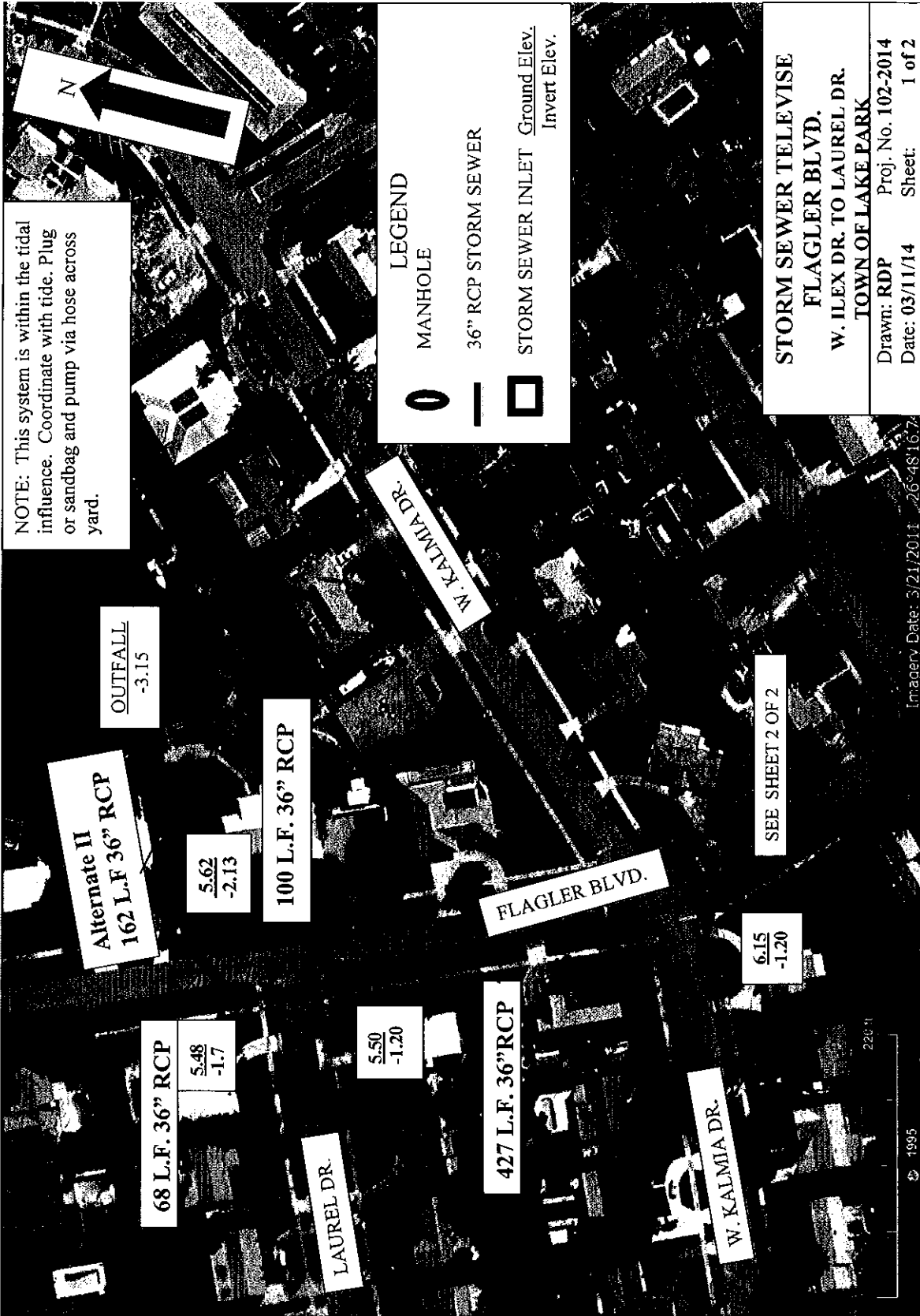
— PIPE IN EXFILTRATION TRENCH

□ STORM SEWER INLET Ground Elev.  
Invert Elev.

STORM SEWER TELEWISE  
800 BLK W. KALMIA DRIVE  
TOWN OF LAKE PARK

Drawn: RDP Proj. No. 102-2014  
Date: 03/11/14 Sheet: 1 of 1

Imagery Date: 3/21/2011 26°48'10.6



NOTE: This system is within the tidal influence. Coordinate with tide. Plug or sandbag and pump via hose across yard.

OUTFALL  
-3.15

Alternate II  
162 L.F. 36" RCP

5.62  
-2.13

100 L.F. 36" RCP

FLAGLER BLVD.

SEE SHEET 2 OF 2

6.15  
-1.20

68 L.F. 36" RCP

5.48  
-1.7




LAUREL DR.

5.50  
-1.20

427 L.F. 36" RCP

W. KALMIA DR.

**LEGEND**

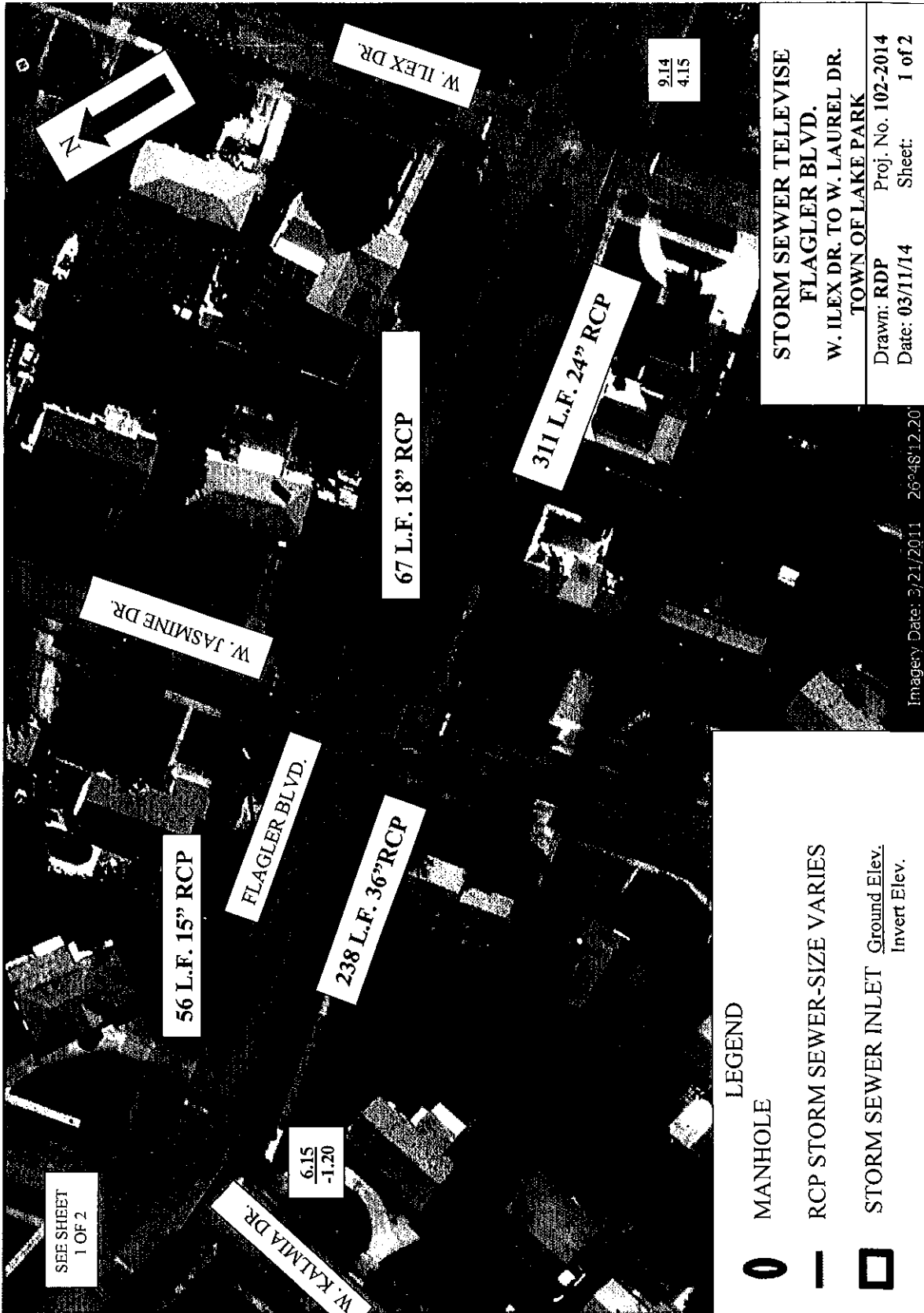
-  MANHOLE
-  36" RCP STORM SEWER
-  STORM SEWER INLET Ground Elev.  
Invert Elev.

**STORM SEWER TELEWISE**  
**FLAGLER BLVD.**  
**W. ILEX DR. TO LAUREL DR.**  
**TOWN OF LAKE PARK**

Drawn: RDP      Proj. No. 102-2014  
 Date: 03/11/14      Sheet: 1 of 2

Imagery Date: 3/21/2011 26°48'16.7"

© 1995 220' 1"



SEE SHEET  
1 OF 2

6.15  
-1.20

2.14  
4.15

**LEGEND**

- MANHOLE
- RCP STORM SEWER-SIZE VARIES
- STORM SEWER INLET Ground Elev.  
Invert Elev.

**STORM SEWER TELEWISE**  
**FLAGLER BLVD.**  
**W. ILEX DR. TO W. LAUREL DR.**  
**TOWN OF LAKE PARK**

Drawn: RDP    Proj. No. 102-2014  
 Date: 03/11/14    Sheet: 1 of 2

Imagery Date: 3/21/2011 26°48'12.20"





EARMAN RIVER  
C-17 CANAL

OUTFALL PIPE IS  
DETERIORATED  
BACK TO STRUCTURE  
AND IS BELOW LOW  
TIDE. BOTTOM IS 14'-  
4" BELOW GRATE.

— -3.58

240 L.F. 36" RCP

11.50  
-2.93

**LEGEND**

○ MANHOLE

— 36" RCP

□ STORM SEWER INLET Ground Elev.  
Invert Elev.

**NOTES: Clean & Televis @ 541 Northlake**

1. This work is within the municipality of the Village of North Palm Beach. A permit will be required to be obtained from the Village. FDOT permit required if lane of Northlake is used.
2. Coordinate work on-site and blocking of driveway with Firestone management.
3. The pipe is within the tidal influence and is below the level of low tide. The pipe is not accessible at the storm sewer inlet adjacent to the canal. The structure at Northlake is difficult to access.
4. If your firm can figure out how to economically dewater this pipe to allow for cleaning and televising, please quote this Alternate I.

541 NORTHLAKE

NORTHLAKE BLVD.

**ALTERNATE I**  
**STORM SEWER CLEAN / TELEWISE**  
541 NORTHLAKE BLVD.  
TOWN OF LAKE PARK/VILLAGE N. PALM  
Drawn: RDP  
Date: 03/11/14  
Proj. No. 102-2014  
Sheet: 1 of 1

Imagery Date: 3/21/2011 25°48'

© 1995



ATTACHMENT IX

**Palm Beach Post, The**  
03/23/2014  
Miscellaneous Notices

**TOWN OF LAKE PARK  
NOTICE TO BIDDERS**

**NOTICE IS HEREBY GIVEN** that the Town of Lake Park, Florida will be accepting sealed bids for:  
**STORM SEWER TELEVISIONING-  
VARIOUS LOCATIONS  
TOWN OF LAKE PARK  
Town Bid No. 102-2014**

The work shall generally consist of televising approximately 6,900 lineal feet of storm sewer pipe of various pipe types and diameters. The televising shall be recorded on DVD format. The video shall include an audio interpretation of defects being viewed. Some pipes are at depths within the tidal influence and will require dewatering and scheduling based on tide. Cleaning will be accomplished by the Town. The project allows 45 calendar days for completion.

Sealed bids will be received in triplicate by the Town Clerk until 11:00 a.m., on April 17, 2014, at the Town of Lake Park, Town Hall located at 535 Park Avenue, Lake Park, Florida, 33403. Bids received after this time will be returned unopened.

**Project Documents**

Bid documents may be obtained by calling the Town Clerk at (561) 881-3311, 8:30 a.m. - 5:00 p.m., Monday-Friday, upon payment of a \$25.00 non-refundable fee, for each bid set.

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

**Bid Documents**

Envelope containing bid must be sealed and be clearly marked, "Storm Sewer Televising, Bid No. 102-2014, due 11:00 a.m., April 17, 2014".

All bid prices shall be guaranteed firm for a minimum of 90 calendar days after the submission of the bid.

No bidder may withdraw his bid within 90 calendar days after the bid opening date.

Bid security in the form of a Bid Bond acceptable to the Town or Cashier's Check made payable to the "Town of Lake Park" in an amount equal to five percent (5%) of the bid, will be required. The successful bidder will be required to submit a Guaranty Bond in the form of a Performance and Payment Bond, in the amount equal to 100% of the contract. The Surety Company shall have at least the minimum ratings of A-, Class VI or higher, as described in the Instruction to Bidders.

Bids will be opened and read aloud in the Town of Lake Park Commission Chambers at 11:00 a.m. on April 17, 2014. Award of bid will be made at a Town Commission meeting.

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

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

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

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

Vivian Mendez, Town Clerk  
Town of Lake Park, FLORIDA  
PUB: The Palm Beach Post  
2-23-2014 #222189

# TAB 9



Shore Drive Drainage and Streetscape project. The approved contract amount was \$205,850.00. A subsequent approval in the amount of \$81,685.00 for additional services associated with the redesign of drainage outfalls and elimination of the need for pumped discharge was approved by the Town Commission in October, 2009 (Attachments I & II).

The scope of work described in the two agreements has had some changes since the original design contracts were executed in 2008 & 2009. The storm water pump station was not needed in the final design. The landscape architect services were significantly reduced. The final plans submitted to the Town include the design of replacement of 420 linear feet of sanitary sewer which was not included in the original contract but was a request by Seacoast Utility Authority. The original agreement includes bidding phase services that will not be needed in the foreseeable future.

As previously stated, obtaining permits was included in the scope of services. The Army Corp. of Engineers permit for the project was issued September, 2010. The South Florida Water Management District permit was issued May 31, 2011. Seacoast Utility Authority reviewed revised water and sewer plans and gave their stamp of approval on December 6, 2013 (Attachment III). Permits are time sensitive and resubmittals will be needed when the project is funded for construction. The final plans for the project were submitted to the Town on April 11, 2014.

The two agreements approved by the Town Commission total \$287,535.00. The Town has paid CGA \$270,788.50. The balance of the contract amount is \$16,746.50 which has been withheld pending completion of the contract requirements. Comparison of the signed and sealed plans dated February 22, 2011 with the final plans show that there has been a substantial degree of engineering and drawing changes.

The Town and CGA would like to close-out the contract. CGA estimates that the project construction cost is in excess of \$3,000,000 (Attachment IV). Staff recommends that the project be closed-out acknowledging changes in the scope of work as described above. The services of CGA will most likely be needed in the future to complete the following:

1. Resubmit to the Seacoast Utility Authority for approval prior to submitting to the Palm Beach County Health Department
2. Resubmit for the Army Corp. of Engineer permit
3. Resubmit for the South Florida Water Management permit
4. Submit to the Palm Beach County Fire Rescue for approval
5. Workshop with the Town Commission for landscape design in the vicinity of Lake Shore & Kelsey Parks.
6. Bidding phase services to address information requested by prospective bidders.
7. Construction phase services.

There is no change in the approved contract amount of \$287,535.00.

**Recommended Motion:**

I move to retroactively approve changes in the scope of work to Calvin, Giordano & Associates, Inc. for engineering services associated with the Lake Shore Drive Drainage and Streetscape project.

ATTACHMENT I

**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: December 17, 2008

Agenda Item No. *Tab 4*

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION                       |
| <input type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION                       |
| <input type="checkbox"/> Public Hearing              | <input type="checkbox"/> BID/RFP AWARD                    |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input checked="" type="checkbox"/> <b>CONSENT AGENDA</b> |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM    |   |
| <input type="checkbox"/> Other:                      |   |

**SUBJECT: Professional Engineering Services for Drainage and Streetscape Improvements for Lake Shore Drive**

**RECOMMENDED MOTION/ACTION: Approve**

Approved by Town Manager *W. Davis* Date: *12/5/08*

Name/Title

Date of Actual Submittal

<p><b>Originating Department:</b>  <b>Town Manager</b></p>	<p><b>Costs: \$205,850</b> <b>Funding Source: \$100,000</b> <b>Legislative Grant</b> <b>Appropriation</b> <b>\$105,805 Stormwater</b> <b>Improvements Drainage</b> <b>Acct. # 402-82101</b></p>	<p><b>Attachments:</b> Proposal</p>
<p><b>Department Review:</b> <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____</p>	<p><input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____</p>	<p><input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____</p>
<p><b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone _____ or Not applicable in this case _____:  Please initial one.</p>

**Summary Explanation/Background: The Town Commission recently established a stormwater utility in order to begin addressing the Town's stormwater improvement needs. It has been determined that the area of Town which clearly has the worst flooding conditions is Lake Shore Drive.**

**The total cost of design for the Lake Shore Drive Improvements is \$205,850. The Town applied for and was granted a \$100,000 appropriation from the State to begin the design process for drainage and streetscape improvements for Lake Shore Drive. The remaining \$105,850 required to complete the design will be funded through stormwater utility revenue collected.**

**Staff has reviewed the attached proposal and finds it to be in order.**



September 16, 2008

Ms. Maria Davis  
Town Manager  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

**RE: Lake Shore Drive**  
CGA Proposal No. 08-1908

Dear Ms. Davis,

We are pleased to submit this proposal for Professional Services on the above referenced project located in the Town of Lake Park.

**I. Professional Engineering Services**

**A. Electrical Engineering**

1. Perform electrical engineering design services for pedestrian and street lighting.
2. Perform electrical engineering services to develop specifications for pedestrian and street lighting.

**B. Civil Engineering**

**1. Preliminary Engineering**

- Prepare for and attend 2 Public Hearings to select the desired alternative
- Coordinate with the Town of Lake Park, SFWMD, FDEP, FDOT, SUA and other applicable agencies.
- Prepare Preliminary Roadway and Water Main Replacement Plans.
- Prepare preliminary water management calculations.
- Prepare preliminary cost estimates.

**2. Final Engineering**

Engineering  
Construction Engineering  
& Inspection  
Municipal Engineering  
Transportation Planning  
& Traffic Engineering  
Surveying & Mapping  
Planning  
Landscape Architecture  
& Environmental Services  
Construction Services  
Indoor Air Quality  
Data Technologies  
& Development

560 Village Blvd., Suite 340  
West Palm Beach, FL 33409  
Phone: 561.684.6161  
Fax: 561.684.6360  
www.calvin-giordano.com

- Prepare Stormwater Pump Station plans and details.
- Prepare Stormwater Pollution Prevention Plans and Details.
- Prepare final flood routing calculations.
- Prepare final cost estimates.

3. Engineering Permitting

- Attend any required pre-application meetings with agencies.
- Prepare and submit applications to agencies including all plans, calculations and other data required to secure necessary permits.
- Secure the following permits from the following agencies, including required permits for temporary facilities:
  - Drainage – South Florida Water Management District - ERP
  - Drainage – FDEP – Drainage Wells
  - Drainage – FDOT Drainage Connection Permit
  - Potable Water Distribution System – Palm Beach County Fire Rescue approval
  - Potable Water Distribution System – SUA approval
  - Potable Water Distribution System Construction – Palm Beach County Health Department
- Note: All permit fees shall be paid by Client.
- Attend any required pre-application meetings.
- Prepare and submit applications to agencies including all plans, calculations and other data required to secure necessary permits.
- Respond to agency comments and/or requests for information.
- Conduct any coordination required throughout the permitting process in order to secure permits.

4. Bidding Phase Services

- Prepare Bid Documents
- Attend Pre-Bid Meeting
- Address contractor RFI's



- Attend Bid Opening
- Evaluate Bids

## **II. Professional Landscape Architecture Services**

- A. Using the Surveyed base information, verify conditions of any existing trees/palms and provide assessment of the viability to relocate, remove or remain in current location.
- B. Coordinate issues of Civil, Traffic and Electrical Engineering to ensure that all development issues for the park have been considered.
- C. Prepare overall plan of linear park in conjunction with the Civil Engineering proposed solutions for the drainage and pedestrian crosswalk areas.
- D. Design the paving surfaces for the project and provided options for site furnishings for the City to review.
- E. Finalize the layout as the other disciplines refine the designs of the park.
- F. Design the proposed planting plans, plant lists and planting details.
  1. Provide irrigation design, specifications and details.
- G. Upon receiving approval of the design development plans by the City, coordinate the construction document plans for bidding the project.
- H. Provide assistance through the bidding timeframe.
- I. All construction administration scope will be provided hourly as directed by the City.

## **III. Professional Surveying Services**

- A. Engineering Design Survey

1. Calvin, Giordano & Associates, Inc. (CGA) shall prepare a topographic survey in accordance with Rule 61G17-6 of the Florida Administrative Code (F.A.C.). The limits of the survey shall encompass the entire right of way of Lake Shore Drive from the north limits of the Lake Park Marina to a point approximately 85-feet east of the intersection of U.S. 1 (Federal Highway) and Lake Shore/Palmetto Drive. The survey shall also extend 25-feet east of the east right of way line and a minimum of 50-feet west of the west right of way line of Lake Shore Drive. The survey limits shall also include all intersecting side streets from their intersection with Lake Shore Drive west to North Federal Highway. The survey limits shall also include Lake Shore Park and Kelsey Park. In addition, lands lying west of Lake Shore Drive and east of Federal Highway may be included in the survey limits (as to determination of existing ground elevations) to enable the design engineer to calculate the amount of runoff these lands have historically contributed to the Lake Shore Drive drainage basin. Services include resurrecting a sufficient number of monuments to define the right of way lines of Lake Shore Drive and the intersecting side streets. The survey shall depict the location of all visible improvements including drainage outfalls. CGA shall coordinate with utility operators to have underground utilities marked with surface paint marks which CGA shall then field locate. Elevations relative to the National Geodetic Vertical Datum of 1929 (NGVD 29) shall be determined at 50-foot cross section intervals along Lake Shore Drive and along intersecting side streets. Finished floor elevations shall be determined for building structures adjacent to Lake Shore Drive and within Lake Shore Park and Kelsey Park. Rim and invert elevations for all gravity sewer structures will be determined and said measurements shall include pipe size and type.

## **BASIS OF PROPOSAL**

- Any opinion of the construction cost prepared by Calvin, Giordano & Associates, Inc. represents its judgment as a design professional and is supplied for the general guidance of the CLIENT since Calvin, Giordano & Associates, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions. Calvin, Giordano & Associates, Inc. does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.
- Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the CLIENT. All municipal, permit, and agency fees as well as Title Certificates will be paid by the CLIENT.
- Basic services outlined within this proposal shall be considered complete when the project plans are submitted to the regulatory agencies for Certification.
- Calvin, Giordano & Associates, Inc. is performing the consultant services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates, Inc. and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.
- Calvin, Giordano & Associates, Inc. is performing the surveying services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.
- Calvin, Giordano & Associates, Inc. shall not be responsible for the contractor's schedules or failure to carry out the construction in accordance with the construction documents. Calvin, Giordano & Associates, Inc. shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction.
- Calvin, Giordano & Associates, Inc. will ensure that all consultants carry proper insurance, including professional liability insurance, if appropriate.
- Permit construction certification will include one partial and one final inspection.

## **ADDITIONAL FEES**

The following services are NOT included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

- Architectural, structural (i.e., retaining walls, bridges, docks), mechanical (i.e., fire pumps), fire protection, geotechnical and testing, environmental assessment, power, gas, telephone, cable television, site lighting services.
- Calculations for needed fire flow for site demands, based on building type use and size, if required.
- Calculations of off-site flood stages.
- Construction quality control inspections.
- Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).
- Permit application or negotiation with permitting authorities other than those specifically listed herein.
- Preparation of construction contract documents, other than drawings and technical specifications (e.g., bid schedule, project manual);
- Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, condominium documents, project stake-out and as-built drawings).
- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.
- Professional services required, due to changes in the site plan initiated by the CLIENT, their representatives or other consultants (e.g., architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
- Re-review of rejected shop drawings.
- Review and approval of Contractor pay requests.
- Review of Data supplied by the CLIENT (i.e. GIS data sets, databases, aerial images, etc.) required for integration into this project.
- Review of shop drawings for contractor or Client selected alternatives, materials, products, etc.
- Special shop drawing annotation and modification to expedite shop drawing approval process.
- Updated boundary survey, site evaluation or closing assistance work, unless specified above.
- Construction Engineering and Engineering Inspections during Construction
- Services and fees associated with a Test Drainage Well

## **REIMBURSABLE EXPENSES**

Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, Federal Express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

### **MEETING ATTENDANCE**

Due to the difficulties of predicting the number or duration of meetings, no meetings other than those listed above, are included in the Schedule of Fees shown below. Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

### **SCHEDULE OF FEES**

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for a lump sum fee as shown in the proposed Schedule of Fees:

- Calvin, Giordano & Associates, Inc. agrees to indemnify, hold harmless and, at CLIENT's option, defend or pay for an attorney selected by CLIENT, to defend CLIENT, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from or related to any acts, omissions or negligence of Calvin, Giordano & Associates, Inc.
- Calvin, Giordano & Associates, Inc. and the CLIENT agree by their signatures on this document that each party will not hire or attempt to hire any staff from the other party while under contract together.
- Calvin, Giordano & Associates, Inc. is preparing and providing drawings, plans, specifications and other documents as outlined in the scope of services for this Agreement for use in the construction of this project, based upon design and construction criteria prepared and provided by others, including but not limited to the CLIENT and CLIENT's consultants. Calvin, Giordano & Associates, Inc. is not responsible for any errors and omissions in the aforesaid design and construction criteria provided by others.
- CLIENT agrees to indemnify, hold harmless and, at Calvin, Giordano & Associates, Inc.'s option, defend or pay for an attorney selected by Calvin, Giordano & Associates, Inc., to defend Calvin, Giordano & Associates, Inc., its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from, or related to any acts, omissions or negligence of CLIENT or its consultants.
- CLIENT agrees to limit Calvin, Giordano, & Associates, Inc.'s liability for any and all claims that CLIENT may assert on its own behalf or on behalf of another, including but not limited to claims for breach of contract or breach of warranty, to the amount of fees paid to Calvin, Giordano & Associates, Inc., pursuant to this Agreement.
- Drawings, specifications, and other documents and electronic data furnished by Calvin, Giordano & Associates, Inc. in connection with this project are instruments of service. All original instruments of service shall be retained by Calvin, Giordano & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent. The CLIENT may request reproducible copies, and all original documents upon payment of all outstanding invoices, and expenses.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.
- Invoices for work accomplished to date will be submitted monthly and are payable within thirty (30) days. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.

- The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The CLIENT will provide all plans and other pertinent information, which are necessary for Calvin, Giordano & Associates, Inc. to provide complete professional services as outlined in this contract.
- The terms of Agreement shall be valid for the Client's acceptance for a period of thirty (30) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document). All rates and fees quoted in this document shall be effective for a period of six (6) months, after which time they may be renegotiated with the CLIENT.
- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.

#### MISCELLANEOUS PROVISIONS

- CLIENT and Calvin, Giordano & Associates, Inc., respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor Calvin, Giordano & Associates, Inc. shall assign this Agreement without written consent of the other.
- This Agreement represents the entire and integrated agreement between the CLIENT and Calvin, Giordano & Associates, Inc. and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Calvin, Giordano & Associates, Inc. and the CLIENT.
- Unless otherwise provided, this Agreement shall be governed by the law of the place where the project is located.

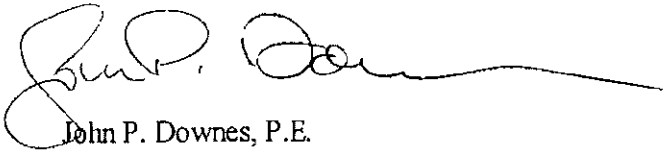
#### TERMINATION OF THE AGREEMENT

- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,

**CALVIN, GIORDANO & ASSOCIATES, INC.**

A handwritten signature in black ink, appearing to read "John P. Downes", with a long horizontal flourish extending to the right.

John P. Downes, P.E.  
Executive Vice President




Cost of these services are \$205,850.00 plus hourly as noted in fee breakdown.

**ACCEPTANCE OF CONTRACT**

---

**CALVIN, GIORDANO & ASSOCIATES, INC.**

By:  Date: 9/18/08  
Name: John P. Downes, P.E.  
Title: Executive Vice President

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Ms. Maria Davis  
Title: Town Manager

ATTACHMENT II

**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: October 21, 2009

Agenda Item No. *Tab 4*

- |  |  |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION                |
| <input type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION                |
| <input type="checkbox"/> Public Hearing              | <input type="checkbox"/> BID/RFP AWARD             |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input checked="" type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM    |  |
| <input type="checkbox"/> Other:                      |  |

**SUBJECT: Additional Professional Services for Lake Shore Drive Drainage Design**

**RECOMMENDED MOTION/ACTION: Approve**

Approved by Town Manager *W. Davis* Date: *10/12/09*

Name/Title \_\_\_\_\_

Date of Actual Submittal \_\_\_\_\_

<b>Originating Department:</b> Town Manager	<b>Costs: \$81,685</b> Funding Source: Storm Water Fund Acct. #	<b>Attachments:</b> Proposal
<b>Department Review:</b> <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____  Please initial one.

**Summary Explanation/Background: Calvin, Giordano and Associates, Inc. was awarded a professional services contract in the amount of \$205,850 for Lake Shore Drive Drainage and Streetscape Project in December 2008.**

**During the course of the project, the engineers found that both of the northern drainage outfalls on Lake Shore Drive were never recorded as drainage easements for the Town when they were installed. Further, the construction that was recently done at Mariner's Key included carports built on top of the outfall on that property.**

**As a result, it became necessary for the engineers to look for alternatives and thus propose to add an outfall on the north end of Lake Shore Park and improve the outfall located on the south side of the park. Part of the work includes many iterations of flood routing done to try to avoid building the new outfall and to eliminate the need for pumped discharge. To that end, both of the outfalls will require extensive permitting work through the Department of Environmental Protection (DEP) because we will be affecting the Lake Worth Lagoon.**

**The proposal for the additional work is attached. Staff has reviewed the proposal and believes that it is reasonable. The additional dollars will be funded through the Storm Water Utility Fund.**



## Additional Services Agreement

**DATE:** October 12, 2009  
**RE:** Revisions to Lake Shore Drive, including New Outfall  
**CLIENT:** Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403  
**ATTENTION:** Ms. Maria Davis  
**CGA NO.:** 08-1908.1

CGA ARE REQUESTING AUTHORIZATION TO PROCEED WITH THE FOLLOWING ADDITIONAL SERVICES:

Due to unforeseen circumstances not anticipated in the original scope of services, CGA will provide the following additional services:

### I. Professional Engineering Services

#### A. Civil Engineering

##### 1. Hydrologic and Hydraulic Analysis

- The purpose of the hydrologic and hydraulic analysis by ICPR modeling software is to determine the size of the new outfall pipe and to quantify the anticipated improvements of flooding conditions of the Lake Shore Drive drainage basins. The ICPR simulations and drainage analysis will estimate the response of 4 (four) sub-basins to three rainfall events: 3 year 1 day, 10 year 1 day; and 25 year 3 day. The analysis provides a connection between theory, design, and land use to select the best storm water management facilities.

##### 2. ICPR Modeling

- Based on 3 existing and a new outfall connection, a computerized model of each sub-basin discharging into Lake Shore Drive Drainage system will be developed and analyzed for the best optimized solution to alleviate the existing flooding problem. The hydrologic and hydraulic computer program models theoretical rainfall events, as specified by SFWMD will provide a calculated storm water runoff quantity from the study area. Pre and post stage conditions will be evaluated for hydraulic performance of the conveyance system to determine size and location of the new outfall system.

##### 3. Revised Drainage Study Concept

- ICPR input file update for inclusion of the new outfall pipe.

Engineering  
Construction Engineering  
& Inspection  
Municipal Engineering  
Transportation Planning  
& Traffic Engineering  
Surveying & Mapping  
Planning  
Landscape Architecture  
& Environmental Services  
Construction Services  
Indoor Air Quality  
Data Technologies  
& Development  
Emergency Management  
Services  
Building Code Services  
Governmental Services

560 Village Blvd., Suite 340  
West Palm Beach, FL 33409  
Phone: 561.684.6161  
Fax: 561.684.6360

[www.calvin-giordano.com](http://www.calvin-giordano.com)

- Simulation with different outfall pipe sizes for SFWMD 3 year 1 day, 10 year 1 day, and 25 year 72 hour storm events to determine the required pipe size that meets the SFWMD permitting requirements for a new outfall.
- Proposed drainage system model review and calibration
- Determine the hydraulic performance of the new outfall system along with other 3 existing outfalls and quantify the drainage improvements on all four sub-basins.
- Revised report preparation for required permits
- Reevaluate system without a pump
- Reevaluate system without easement for the outfall

**B. Electrical Engineering**

1. Provide electrical engineering design services to resolve potential conflicts between the six existing lighting standards located near the north boundary of the park east of Lake Shore Drive and the proposed outfall pipe that may require the relocation of the lighting standards and branch circuit wiring.

**II. Professional Environmental Services**

- A. Conduct the necessary on-site inspections to collect the field data required to document the existing natural resource conditions and potential for impacts to submerged lands that are designated as Outstanding Florida Waters and are known habitat to the listed Florida manatee and Johnson seagrass.
- B. Complete the UMAM assessment forms and score sheets to determine mitigation needs.
- C. Prepare the environmental documents and analyses and other required submittal documents for inclusion in the submittal packages to the South Florida Water Management District and to the Army Corps of Engineers.
- D. Coordinate and attend up to three (3) meetings with the permitting agencies and coordinate with and provide comment to the National Marine Fisheries, the US Fish and Wildlife Service and the Florida Fish and Wildlife Conservation Commission that will be the commenting agencies on the application submittal.
- E. Coordinate with a licensed mitigation bank to ensure the purchase of adequate credits to mitigate for any impacts to resources as determined by the jurisdictional permitting agencies.
- F. Respond to requests for additional environmental information from each agency reviewing the submittal packages.

**III. Professional Highway Design Services**

- A. Revise Plans with updated drainage system design due to new outfall at Lake Shore Park
  1. Update Roadway plans
    - Plans with revised location, size and length of drainage pipes and structures.
    - Profiles with revised locations, size and length of drainage pipes and structures.
    - Cross sections with revised location, size and length of drainage pipes and structures.


- Drainage details with revised location and size of control, treatment and valve structures.
2. Create Outfall plans
    - New plans/profile sheets for outfall pipe through Lake Shore Park.
    - New drainage details for control, treatment and valve structures for new outfall pipe through Lake Shore Park.
    - New erosion control location sheet for new outfall pipe through Lake Shore Park
  3. Address permitting agency comments and requirements.
  4. Provide Quarterly Progress reports to the Town for their use in reporting to DEP on the status of their grant.
- B. Create roadway plans for Foresteria Drive
1. New plans/profile sheets for widening on both sides of Foresteria Drive from US-1 to Lake Shore Drive to provide for angle parking on the north side of the road.
  2. New cross section sheets for cross sections every 50 ft.
  3. New drainage details.
  4. New erosion control location sheet.
  5. Address permitting agency comments and requirements.
- C. Quality Control
1. QA/QC involves an ongoing evaluation at every phase throughout the project of all design decisions, calculations, plan review comments, and deliverables to ensure compliance with the highest professional standards.
- D. Structural Engineering Sub-Consultant
1. Modification to seawall at outfalls on north and south side of Lake Shore Park.
- IV. Professional Surveying Services
- A. Route Survey for Foresteria Drive
1. Calvin, Giordano & Associates, Inc. (CGA) shall prepare a Route Survey in accordance with Rule 61G17-6 of the Florida Administrative Code (F.A.C.) of Foresteria Drive from the east right of way of Federal Highway (US 1) east to the centerline of Lake Shore Drive. Services include the location of all improvements including but not limited to walls, fences, sidewalks, driveways and utilities within and to extend twenty-five feet out side of the existing right-of-way of Foresteria Drive. Roadway sections shall be obtained along the baseline of survey at fifty-foot interval along the tangent portions of the said roadway. CGA shall as-built underground utilities that are accessible through manholes such as sanitary and storm sewer. As-built data shall include rim elevations pipe invert with size and type.
- B. Drainage Outfall Survey
1. CGA shall obtain locations and topographic elevations within a twenty-five foot wide strip along the north side of Lake Shore Park from the east right of way of Lake Shore Drive to the seawall at Lake Worth Lagoon.

COST OF THESE SERVICES (Lump Sum)		
<b>I</b>	<b>Professional Engineering Services</b>	
	A Professional Civil Engineering Services	\$15,500.00
	B Professional Electrical Engineering Services	\$1,545.00
<b>II</b>	<b>Professional Environmental Services</b>	\$26,650.00
<b>III</b>	<b>Professional Highway Design Services</b>	\$31,360.00
<b>IV</b>	<b>Professional Surveying Services</b>	\$6,630.00
<b>V</b>	<b>Meetings not included in I thru IV</b>	Hourly
<b>TOTAL (Plus Hourly Services)</b>		<b>\$81,685.00</b>

**AUTHORIZATION**

Kindly sign and return this authorization at your earliest convenience.  
 Calvin, Giordano & Associates, Inc.  
 will proceed upon receipt of authorization.

By: \_\_\_\_\_  
 Ms. Maria Davis  
 Town Manager

By:   
 Mr. John P. Downes  
 Executive Vice President

Date: \_\_\_\_\_

Date: 10/14/09



# Seacoast Utility Authority Letter of Transmittal

4200 Hood Road, Palm Beach Gardens, FL 33410  
Executive Office: 561-627-2900 / Fax: 561-624-3913

**Date:** 12/6/2013  
**Project:** LAKE SHORE DRIVE DRAINAGE IMPROVEMENTS  
**RE:**

**To:** Patrick Figurella  
Calvin, Giordano & Associates,  
Inc.  
500 Village Boulevard, #340  
West Palm Beach, FL 33409

**Enclosed:**  Prints  
 Shop Drawings  
 Other:

Sets	Transmitted	Description
1	Approved as noted	Engineering Plans

**Comments:** Patrick, we have stamped up this plan set "Approved" at your request, and this approval is valid for one year. Thank you for your perseverance in addressing all of our previous comments.

We added one note on Sheet 4 that approval from the Health Department is required for the conflict structure, and one on Sheet 26 referencing your 11/22/2013 letter concerning water/sewer construction sequencing.

Feel free to call me at 561-627-2900, x413 with any questions.

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signed:   
John Callaghan, P.E.

cc: Jim Lance



ATTACHMENT IV

ENGINEER'S OPINION  
OF PROBABLE COST  
WORKSHEET



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

6/15/2010

Lake Shore Drive Drainage Improvements		08-1908.1			
Town of Lake Park					
Town of Lake Park					
ESTIMATED BY Laila Kitchen		CHECKED BY:		APPROVED BY:	
	Length of Construction on Lake Shore	3268	LF		
	Length of Construction on Foresteria	370	LF		
	N.P.D.E.S. Compliance*	1	LS	\$20,000.00	\$20,000.00
	Clearing & Grubbing	1.66	AC	\$5,550.00	\$9,201
	Pavement Removal of Existing Concrete (SU)	4020	SY	\$13.00	\$52,260.00
	Borrow Excavation*	1000	CY	\$10.00	\$10,000.00
	Stabilization Type B	6428	SY	\$2.00	\$12,855.89
	Black Base Type B-12.5	4407	SY	\$11.00	\$48,475.17
	Overbuild (Black Base Type B-12.6)	7405	SY	\$11.00	\$81,451.94
	Milling Exist. Asphalt Pavement (2" Avg Depth)	8683	SY	\$1.33	\$11,548.83
331-2	Type S-I Asphaltic Concrete (1-1/4")	746	TN	\$100.00	\$74,631.94
331-2	Type S-III Asphaltic Concrete (3/4")	448	TN	\$100.00	\$44,779.17
	Concrete Curb (Type "F")	7276	LF	\$21.00	\$152,796.00
	Concrete Sidewalk (4" Thick) (S)	3772	SY	\$28.00	\$105,616.00
	Concrete Pavement (6" thick)(driveways) (S)	889	SY	\$37.00	\$32,893.00
523	Stamped Asphalt (not include underlying asphalt)	2100	SY	\$11.00	\$23,100.00
	St. Augustine Sod Performance Turf	5955	SY	\$6.00	\$35,728.00
	Inline drains	25	EA	\$255.00	\$6,375.00
	Inline drain Tee	2	EA	\$104.00	\$208.00
	Inline drain 90 angle	23	EA	\$75.00	\$1,725.00
	Inline drain HDPE pipe 12"	360	LF	\$5.65	\$2,034.00
	Manholes with special treatment structures	3	EA	\$30,000.00	\$90,000.00
	Inlet (Curb)(Type P)	31	EA	\$4,000.00	\$124,000.00
	Inlet (Curb)(Type J)	26	EA	\$4,500.00	\$117,000.00
	Manholes (4-10' DIA)	10	EA	\$4,500.00	\$45,000.00
	Reinforced Concrete Pipe (18")	1223	LF	\$65.00	\$79,495.00
	Reinforced Concrete Pipe (24")	77	LF	\$65.00	\$5,005.00
	Reinforced Concrete Pipe (30")	46	LF	\$130.00	\$5,980.00
	Reinforced Concrete Pipe (48")	1184	LF	\$130.00	\$153,920.00
	Reinforced Concrete Pipe (54")	1834	LF	\$210.00	\$385,140.00
	Reinforced Concrete Pipe (60")	606	LF	\$210.00	\$127,260.00
	Desilt Pipe*	940	LF	\$7.00	\$6,580.00
	Pipe filling and plugging	30	CY	\$280.00	\$8,400.00
	2" Poly Pipe	62	LF	\$35.00	\$2,170.00
	4" DIP	34	LF	\$30.00	\$1,020.00
	6" DIP	109	LF	\$45.00	\$4,905.00
	8" DIP	3124	LF	\$50.00	\$156,200.00
	2" Gate Valve	8	EA	\$620.00	\$4,960.00
	4" Gate Valve	2	EA	\$720.00	\$1,440.00
	6" Gate Valve	12	EA	\$820.00	\$9,840.00
	8" Gate Valve	6	EA	\$1,100.00	\$6,600.00
	6" x 2" Reducer	1	EA	\$200.00	\$200.00
	8" x 6" Reducer	1	EA	\$220.00	\$220.00
	8" x 4" Tee	2	EA	\$200.00	\$400.00
	8" x 6" Tee	10	EA	\$270.00	\$2,700.00
	8" x 8" Tee	3	EA	\$370.00	\$1,110.00
	8" x 6" Cross	1	EA	\$400.00	\$400.00
	6" 90° Bend	1	EA	\$240.00	\$240.00
	Fire Hydrant	3	EA	\$2,000.00	\$6,000.00
	HRS- Sample Points	3	EA	\$300.00	\$900.00
	Complete Service Point (Service Saddle)	7	EA	\$1,500.00	\$10,500.00
	Grout Fill Exist. A.C. W.M.	3080	LF	\$3.50	\$10,780.00
	6" Solid White (Thermo)	6788	LF	\$1.10	\$7,466.80
	12" Solid White (Thermo)	1112	LF	\$2.00	\$2,224.00
	18" Solid White (Thermo)	249	LF	\$2.80	\$697.20
	24" Solid White (Thermo)	252	LF	\$3.80	\$957.60
	6" Skip White (2'-4") (Thermo)	254	LF	\$0.80	\$203.20
	6" Skip White (6'-10") (Thermo)	24	LF	\$0.80	\$19.20
	6" Solid Yellow (Thermo)	6509	LF	\$1.10	\$7,159.90
	18" Solid Yellow (Thermo)	202	LF	\$2.80	\$565.60
	6" Skip Yellow (6'-10") (Thermo)	360	LF	\$0.80	\$288.00
	Solid Blue (Thermo)	405	LF	\$1.50	\$607.50
	Directional Arrows (Thermo)	2	EA	\$25.00	\$50.00
	Pavement Message	28	EA	\$90.00	\$2,520.00
700	New Signs	19	EA	\$260.00	\$4,940.00
	Relocate Signs	24	EA	\$180.00	\$4,320.00
	Remove Signs	9	EA	\$24.00	\$216.00
	Relocate palm trees	2	EA	\$750.00	\$1,500.00
	Relocate other trees	8	EA	\$1,000.00	\$8,000.00
	Bollards	12	EA	\$2,600.00	\$31,200.00
	Benches	9	EA	\$2,000.00	\$18,000.00
	Trash Receptacle	9	EA	\$1,500.00	\$13,500.00
	Lighting	21	EA	\$2,500.00	\$52,500.00
	<b>SUBTOTAL</b>				\$2,460,978.76
	MOT @ 10%			\$246,097.88	
	MOBILIZATION @ 10%			\$270,707.66	
	CONTINGENCY	1	LS	\$50,000.00	
	<b>GRAND TOTAL =</b>				\$3,027,784.30

Note: 420 L.F. of Sanitary Sewer is not included in cost estimate.  
Page 1 of 1

COST ESTIMATE FORM

# TAB 10



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 4, 2014

Agenda Item No.



**Agenda Title:** Approval of Final Payment to Calvin, Giordano & Associates, Inc. for Completion of Professional Engineering Services Associated with the Lake Shore Drive Drainage and Streetscape Project

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager  Date: 5/19/14

Richard Pittman/Project Manager  
Name/Title

<b>Originating Department:</b> Public Works	Costs: \$16,746.50 Funding Source: Storm Water Utility Fund Balance Acct. # 402-399.999 <input checked="" type="checkbox"/> Finance <u></u>	<b>Attachments:</b> I Purchase Order #55242
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or <b>Not applicable in this case</b> <u></u> <b>Please initial one.</b>

**Summary Explanation/Background:**

The Town Commission is being asked to approve final payment to Calvin, Giordano & Associates (CGA) in the amount of \$16,746.50 for completion of engineering services associated with drainage and streetscape improvements on Lake Shore Drive.

On December 17, 2008 the Town Commission approved an agreement with CGA to perform engineering services associated with the design, permitting and bidding phase services for the Lake Shore Drive Drainage and Streetscape project. The approved contract amount was \$205,850.00. A

subsequent approval in the amount of \$81,685.00 for additional services associated with drainage outfalls and pumped discharge was approved by the Town Commission in October, 2009. The total approved contract amount is \$287,535.00. The Town has paid CGA \$270,788.50. The most recent payment to CGA was made in March of 2011. The unpaid balance of the contract is \$16,746.50 which had been encumbered by Purchase Order No. #55242 up until September 30<sup>th</sup> of last year.

The Town received signed and sealed plans for the project in April 2011 and in May 2011 became aware of design concerns of the Seacoast Utility Authority (SUA). Subsequently there was a request by SUA to include the design and construction of 420 linear feet of sanitary sewer in the final plans. This design request was not included in the original project scope and therefore was unfunded; however, CGA pursued satisfying SUA's request. SUA approved the water and sanitary sewer plans on December 6, 2013. The final plans were submitted to the Town on April 11, 2014.

The construction phase of the project is unfunded. The bidding phase services which are included in the project scope will not be needed in the foreseeable future. CGA and the Town would like to close-out the contract. CGA has requested that the unpaid balance of the contract be paid as consideration for the design and plan changes requested by SUA and in lieu of performing the bidding phase services. There is no change in the approved contract amount of \$287,535.00.

The recommendation is to approve final payment to CGA in the amount of \$16,746.50 for engineering services associated with the Lake Shore Drive Drainage and Streetscape project.

Funds are available from the Storm Water Utility Fund Balance.

**Recommended Motion:**

I move to approve final payment in the amount of \$16,746.50 to Calvin, Giordano & Associates, Incorporated.



LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

# THE TOWN OF LAKE PARK

535 PARK AVENUE  
LAKE PARK, FLORIDA 33403  
(561) 881-3350 FAX (561) 881-3358

TO: 0595  
CALVIN, GIORDANO & ASSOC INC  
1800 ELLER DRIVE  
SUITE 600  
FORT LAUDERDALE, FL 33316

PURCHASE ORDER	
PURCHASE ORDER NUMBER	55242
DATE	10/08/12
DEPT. CODE	
REQUISITION NUMBER	402-103
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST, AND CORRESPONDENCE.	

SEND INVOICE TO	DELIVER ITEMS TO	DELIVERY DATE
TOWN OF LAKE PARK DIRECTOR OF FINANCE 535 PARK AVENUE LAKE PARK, FL 33403	PUBLIC WORKS DEPARTMENT 650 OLD DIXIE HIGHWAY LAKE PARK 33403	10/08/12
SPECIAL INSTRUCTIONS		TERMS NET

CONTINUATION OF PURCHASE ORDER NO: 54672

AN ORDER  THIS IS... A CONFIRMATION

EM O.	UNIT DESCRIPTION	ACCOUNT NUMBER	QUANTITY	UNIT PRICE	AMOUNT
1	PROFESSIONAL ENGINEERING SERVICES ASSOCIATED WITH THE DESIGN OF LAKE SHORE DRIVE DRAINAGE & ROADWAY IMPROVEMENTS BALANCE OF PO #54672	402-82101	1.00	16746.50	16,746.50
				<b>TOTAL</b>	16,746.50

RECEIVING REPORT COPY

FLORIDA STATE SALES TAX EXEMPTION CERTIFICATE NO. 60-13-116484-54C

FEDERAL TAX EXEMPTION CERTIFICATE NO. 59-6000355

APPROVED DIRECTOR OF FINANCE

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING DOCUMENTS. DELIVERIES WILL BE ACCEPTED MONDAY THRU FRIDAY 8:30 AM - 4:00 PM