



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, September 3, 2014,
Immediately Following the
First Public Budget Hearing
Lake Park Town Hall
535 Park Avenue

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

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

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

B. **PLEDGE OF ALLEGIANCE**

C. **SPECIAL PRESENTATIONS/REPORTS**

None

D. **PUBLIC COMMENT:**

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

E. **CONSENT AGENDA:** All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item

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

1. Commission Budget Workshop Meeting Minutes of August 20, 2014 Tab 1
2. Regular Commission Meeting Minutes of August 20, 2014 Tab 2

F. PUBLIC HEARINGS - ORDINANCE ON FIRST READING:

3. Ordinance No. 12-2014 An Ordinance providing for the Town's Consent to the Inclusion of the Town into Palm Beach County's Fire/Rescue Municipal Service Taxing Unit (MSTU) Tab 3

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA; PROVIDING FOR THE TOWN'S CONSENT TO THE INCLUSION OF THE ENTIRE TERRITORY WITHIN THE TOWN OF LAKE PARK'S MUNICIPAL BOUNDARIES INTO PALM BEACH COUNTY'S FIRE/RESCUE MUNICIPAL SERVICE TAXING UNIT FOR FIRE-RESCUE, FIRE PROTECTION, ADVANCED LIFE SUPPORT (OR SIMILAR EMERGENCY SERVICES), FIRE CODE ENFORCEMENT AND OTHER NECESSARY AND INCIDENTAL SERVICES; PROVIDING FOR INTENT, PURPOSE, CONSENT AND DURATION; PROVIDING FOR EARLIER REPEAL OF ORDINANCE; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; ACKNOWLEDGING LIMITATION ON AD VALOREM MILLAGE RATE FOR MUNICIPAL PURPOSES.

G. PUBLIC HEARINGS – ORDINANCE ON SECOND READING:

4. Ordinance No. 11-2014 Amendment of Section 18-120 through 18-127 of the Code of Ordinances Related to Special Events Tab 4

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 18, ARTICLE IV, OF THE TOWN CODE ENTITLED "SPECIAL EVENT PERMITS; PROVIDING FOR THE AMENDMENT OF SECTION 18-120 TO SPECIFY WHEN A SPECIAL EVENT PERMIT IS REQUIRED; PROVIDING FOR THE AMENDMENT OF SECTION 18-121 IDENTIFYING DEADLINES FOR THE SUBMISSION OF SPECIAL EVENT PERMIT APPLICATIONS; PROVIDING FOR THE AMENDMENT OF SECTION 18-122 SPECIFYING THE CRITERIA FOR THE REVIEW OF SPECIAL EVENT PERMITS; PROVIDING FOR THE AMENDMENT OF SECTION 18-123 TO REQUIRE APPLICANTS FOR SPECIAL EVENT PERMITS TO ARRANGE FOR SANITATION SERVICES FROM THE PUBLIC WORKS DEPARTMENT AND ESTABLISHING INSURANCE REQUIREMENTS; PROVIDING FOR THE AMENDMENT OF SECTION 18-124 PERTAINING TO THE ISSUANCE OF PERMITS ONLY UPON MEETING ALL OF THE ESTABLISHED CRITERIA AND PAYMENT OF ALL FEES; PROVIDING FOR THE AMENDMENT OF SECTION 18-125 TO ELIMINATE

THE REQUIREMENT TO PROVIDE A TRAFFIC CIRCULATION PLAN AND REPLACING IT WITH THE AUTHORITY TO REVOKE A SPECIAL EVENT PERMIT UPON THE DETERMINATION THAT THE CONDITIONS UPON WHICH THE PERMIT HAS BEEN ISSUED HAVE BEEN VIOLATED; PROVIDING FOR THE REPEAL OF SECTIONS 18-126 AND SECTION 18-127; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

H. NEW BUSINESS:

5. Resolution No. 26-09-14 Authorizing the Town Manager to Renew for Fiscal year 2015 the Employee Medical Insurance through Florida Blue; the Employee Dental Insurance through MetLife; the Employee Vision Insurance through MetLife SafeGuard; and, the Contract with The Center for Family Services of Palm Beach County, Inc. for an Employee Assistance Program

Tab 5

6. Resolution No. 27-09-14 Authoring the Town Manager to Renew for Fiscal Year 2014-2015 the Town's Property, Inland Marine, Crime, General Liability, Public Official Liability and Employment Practices Liability, Automobile Liability, and Worker's Compensation Insurance through the Florida League of Cities/Florida Municipal Insurance Trust

Tab 6

7. Award Contract for Remediation of the Marina Seawall and Walkway

Tab 7

8. A Request from the Event Organizer of the Chili Cook-off to Waiver Fees; Extend The Signage Placement Timeframe; and for the Town to be an In-kind Sponsor

Tab 8

9. Commission Discussion on the Subject of Holding a Volunteer Recognition Event

Tab 9

I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

J. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, September 17, 2014

Consent Agenda

TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 3, 2014

Agenda Item No. \

Agenda Title: Budget Workshop Meeting Minutes of August 20, 2014

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

Approved by Town Manager _____

Date: _____

8/25/14

Vivian Mendez - Town Clerk

Name/Title

Originating Department: Town Clerk	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Agenda Meeting Minutes
Advertised: 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 <i>V.M.</i> Please initial one.

Summary Explanation/Background:

Recommended Motion:

To approve the budget workshop meeting minutes of August 20, 2014.



AGENDA

Lake Park Town Commission

Town of Lake Park, Florida

Town Commission

Budget Workshop

Wednesday, August 20, 2014, 6:30 P.M.

Lake Park Town Hall

535 Park Avenue

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

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A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. DISCUSSION

1. 2014/2015 Budget Workshop

Tab 1

D. PUBLIC COMMENT

This time is provided for audience members to address items related to the Fiscal Year 2014/2015 Budget. 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. ADJOURNMENT

Next Scheduled First Public Hearing on the Budget will be held on Wednesday, September 3, 2014



Minutes
Town of Lake Park, Florida
Budget Workshop
Wednesday, August 20, 2014, 6:30 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a budget workshop on Wednesday, August 20, 2014 at 6:30 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Manager Dale S. Sugerman, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

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

DISCUSSION:

1. 2014/2015 Budget Workshop

Town Manager Sugerman explained that tonight's budget workshop is designed for informal discussion about the proposed 2014/2015 budget. He explained that staff is available to answer questions and take any suggestions offered by the Commission. He stated that there would be two more opportunities to discuss the budget in a formal manner in September. He announced that the first public hearing on the budget has been scheduled for Wednesday, September 3, 2014 at 6:30 p.m. in the Commission Chamber. The second public hearing on the budget has been scheduled for Thursday, September 18, 2014. Based on the two budget workshops, and the first public hearing on the budget, the Commission could schedule the final public hearing on the budget for Wednesday, September 17th, before the regular agenda, instead of Thursday, September 18th. He stated that rescheduling the final public hearing on the budget could be determined at the end of this budget workshop.

Mayor DuBois asked how the September 17th meeting agenda was stacking up.

Town Manager Sugerman stated that the September 17th agenda looked manageable to have the first public hearing on the budget before the regular Commission meeting.

Town Manager Sugerman explained that there have been few changes to the proposed budget since the first budget workshop. He explained that the insurance premium costs had come in less than anticipated. He stated that a few mathematical errors were found, which have been corrected. He thanked Commissioner Flaherty for bringing some of the errors to staff's attention. He explained that at the first budget workshop \$48,000.00 was reflected as being unrestricted surplus funds in the General Fund. After balancing all of the funds, and correcting all the errors, the surplus would be presented at the September 3rd first public hearing on the budget meeting. Town Manager Sugerman disclosed to the Commission that once the first formal public hearing on the budget is considered at the meeting of September 3rd, the unrestricted surplus funds could increase by an additional

\$30,000 or so. The latest version of the proposed budget would be released next week in anticipation of the September 3rd first public hearing on the budget meeting.

Commissioner Flaherty asked for support from the Commission to transfer half of the funds allocated for the Sunset Celebrations to be allocated to funding a volunteer recognition dinner instead.

Rather than taking any of the allocation from the Sunset Celebration appropriation, the Commission came to consensus to add \$5,000, from the unrestricted surplus funds into the Town Commission budget of the General Fund for a volunteer recognition event. The Commission decided to discuss, at a future Commission meeting, the concept for the volunteer recognition event.

Commissioner Flaherty suggested lowering the annual parking pass fee from \$100.00 to \$25.00 for residents and to consider holding raffles at Town events where residents can win free annual parking passes.

The Commission came to consensus to discuss resident annual parking pass fees at a future Commission meeting.

Commissioner Rapoza asked for clarification on the several line items on the Marina budget.

Town Manager Sugerman clarified the Marina budget for Commissioner Rapoza.

Commissioner O'Rourke expressed concern with the large amount of costs to the Town found in the Palm Beach County Sheriff's Office and Palm Beach County Fire Rescue budgets. He suggested that it might not be so important to focus on expense items that amount to just a few hundred or a few thousand dollars in the annual operating budget, but that rather the Town Commission should focus on the biggest ticket items such as the police and fire service costs to the Town.

Vice-Mayor Glas-Castro suggested that a Municipal Services Taxing Unit (MSTU) be established, which would itemize the tax bill for fire rescue services so that residents could clearly see what their tax dollars cover.

The Commission discussed and came to consensus to move forward with an ordinance for an MSTU.

The Commission came to consensus to move the second public hearing on the budget to Wednesday, September 17th at 6:30 p.m. before the regular Commission meeting.

PUBLIC COMMENT:

None

Mayor DuBois thanked Town Manager Sugerman and staff for the work that resulted in the proposed budget.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Rapoza and seconded by Commissioner Flaherty, and by unanimous vote, the meeting was adjourned at 7:36 p.m.

Mayor James DuBois

Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2014

TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **September 3, 2014**

Agenda Item No. **2**

Agenda Title: Regular Commission Meeting Minutes of August 20, 2014

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

Approved by Town Manager _____

Date: **8/25/14**

Vivian Mendez - Town Clerk

Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Agenda Meeting Minutes Exhibit "A" Exhibit "B" Exhibit "C" Exhibit "D" Exhibit "E" Exhibit "F" Exhibit "G"
Advertised: 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 <i>V.M.</i> Please initial one.

Summary Explanation/Background:

Recommended Motion:

To approve the Regular Commission Meeting Minutes of August 20, 2014.



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, August 20, 2014, 7:40 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, August 20, 2014 at 7:40 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Manager Dale S. Sugerman, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

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

SPECIAL PRESENTATIONS/REPORTS

None

PUBLIC COMMENT:

None

CONSENT AGENDA:

1. Regular Commission Meeting Minutes of August 6, 2014

Motion: Vice-Mayor Glas-Castro moved to approve the Consent Agenda; Commissioner O'Rourke seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

PUBLIC HEARINGS - ORDINANCES ON FIRST READING:

2. Ordinance No. 11-2014 Amendment of Section 18-120 through 18-127 of the Code of Ordinances Related to Special Events

Town Manager Sugerman explained the item (see attached Exhibit "A").

Commissioner Flaherty asked for clarification of section 18-121 "Application deadline for permit; ~~specific uses;~~ conditions", regarding selling of holiday trees.

Town Manager Sugerman explained that section 18-121 of the ordinance does allow for the sale of holiday trees. He explained that the Community Development Director would be responsible for issuing special event permits. However if an applicant requires a waiver of Town imposed fees, or closure of any Town streets for more than a 24 hour period, such request must be approved by the Town Commission.

Mayor DuBois asked for clarification of section 18-120(b) regarding the amount of events that an applicant could conduct.

Town Manager Sugerman explained that each applicant could conduct up to four events.

Mayor DuBois asked if the intent of the ordinance were to avoid applicants from coming before the Commission for waivers.

Town Manager Sugerman stated that staff's interpretation was that they would try to handle all of the Special Event applications administratively, but that it was staff's understanding that the Commission wanted to control waiving of fees, closing of streets, and modifying signage.

The Commission discussed the 14-day signage requirement, and maintenance of traffic (MOT) in the ordinance.

Public Comment Open:

None

Public Comment Closed:

Motion: Commissioner O'Rourke moved to approve Ordinance 11-2014 on first reading; Vice-Mayor Glas-Castro seconded the motion.

Mayor DuBois suggested that flexibility be allowed for signage, but was not sure how that could be accomplished without rewriting the signage code.

Vice-Mayor Glas-Castro stated that signage has a limited effect and after a few days, you no longer notice it.

Vote on Motion:

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

Motion passed 5-0.

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

PUBLIC HEARINGS - ORDINANCE ON SECOND READING:

None

OLD BUSINESS:

3. Resolution 21-08-14 Authorizing the Mayor to Execute the Interlocal Agreement for Final Termination and Dissolution of the South East Risk Management Association

Town Manager Sugerman explained the item (see attached Exhibit "B").

Human Resource Director Bambi Turner answered the Mayor's questions regarding the agreement.

Motion: Commissioner O'Rourke moved to approve Resolution 21-08-14; Commissioner Rapoza seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

NEW BUSINESS:

4. Approving an Addendum to the Dockage Agreement to Lease Slips to Freedom Adventures, LLC (dba Freedom Boat Club) at Lake Park Harbor Marina

Town Manager Sugerman explained the item (see attached Exhibit "C").

Vice-Mayor Glas-Castro expressed concern with dedicating the last two slips identified in the agreement to Freedom Boat Club, not collecting rent for those slips for the next two months and then not making them available for the general public usage of those slips.

Commissioner Rapoza asked how Freedom Boat Club's business plan has been modified to generate additional members.

Dan Lund, majority owner of Freedom Boat Club explained that they had anticipated a larger volume of members from the former Freedom Boat Club located in Riviera Beach. Instead of members moving over from the old club, he was seeing brand new members buying into the club.

Commissioner O'Rourke asked the Commission to consider extending the timeframe from two months to three months.

Motion: Commissioner Flaherty moved to approve the addendum to the dockage agreement to lease slips to Freedom Adventures, LLC and extend the time when the Club needed to pay for the last two slips from two months to three months; Commissioner Rapoza seconded the motion.

Vote on Motion:

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

Motion passed 4-1.

5. Resolution No. 22-08-14 Amending the Town of Lake Park Uniform Classification System to Revise the Job Descriptions for the Position of Administrative Assistant, Recreation Director, and Library Director

Town Manager Sugerman explained the item (see attached Exhibit "D").

Commissioner Flaherty asked if the Administrative Assistant was changed to a non-exempt position or was it always a non-exempt position.

Human Resource Director Turner explained that the Administrative Assistant position has always been non-exempt.

Commissioner Flaherty stated that he noticed that the Library Director position was required to attend Commission meetings. He asked if all department heads are required to attend Commission meetings.

Human Resources Director Turner stated that she believe all department heads are required to attend Commission meetings.

Motion: Commissioner Rapoza moved to approve Resolution 22-08-14; Commissioner Flaherty seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

6. Resolution No. 23-08-14 Fiscal Year 2013/2014 Budget Adjustment Funding the Proposed Seawall Remediation

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

Motion: Commissioner Rapoza moved to approve Resolution 23-08-14; Commissioner Flaherty seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

After the Commission had taken their vote on this agenda item, Town Manager Sugerman further explained that this project was being sequenced over the next few Commission meetings. He stated that first, funds need to be appropriated in order to award contracts for this project. Now that funds have been appropriated, the Commission would be receiving recommendations for award of contracts for the different phases of the project at the next Commission meeting. He stated that the construction contract reflects the completion of the project in 120 days after award of the contract.

7. Authorizing the Mayor to Execute a Dockage Agreement with Palm Beach County for the Mooring of two Fire/Rescue Boats at the Lake Park Harbor Marina

Town Manager Sugerman explained the item (see attached Exhibit "F").

Motion: Commissioner Rapoza moved to approve the agreement; Commissioner Flaherty seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird stated that the trial between Palm Beach County and the 14 municipalities over the funding of the Office of the Inspector General began Tuesday and was expected to last four days. He explained that it was not anticipated that Judge Brunson would issue a ruling at the end of the trial, but would most likely rule at a later

date. He stated that Attorney MacFarland was scheduled to meet with each of the Commissioners individually on Wednesday, August 27th. He asked that each Commissioner tell him which timeslot they preferred. The schedule is as follows, 1:30 p.m. Commissioner Rapoza; 2:30 p.m. Commissioner Flaherty; 3:30 p.m. Mayor DuBois; 4:30 p.m. Commissioner O'Rourke; 5:30 p.m. Vice-Mayor Glas-Castro. Mr. Baird also explained the settlement stipulation with the Citizens Awareness Foundation (see Exhibit "G") and asked the Commission to consider approving the same.

Motion: Commissioner O'Rourke moved to authorize the Mayor and Town Attorney to sign the settlement agreement; Vice-Mayor Glas-Castro seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

Town Manager Sugerman had no comments.

Commissioner Rapoza explained that she had a positive experience when she visited The Brew House Gallery.

Commissioner O'Rourke explained that he runs the Lake Park writers critic group, which meets the last Saturday of each month at The Brew House Gallery.

Commissioner Flaherty thanked the Town Manager for spending time with him to discuss the budget. He asked the Mayor to explain the Sister Cities meeting that would be taking place tomorrow.

Mayor DuBois gave a brief explanation of the Sister City and their agenda for the August 21st meeting being hosted by the Town.

Vice-Mayor Glas-Castro explained that last week she attended the Florida League of Cities Annual Conference where she signed up again to serve on the Urban Administration Legislation Policy Committee. She stated that during the committee meeting they discussed what their legislative priorities are for the upcoming session. She explained that the committee discussed Sober Homes, red light cameras, homelessness, and the new topic this year was AirBNB. She explained that AirBNB is a low cost alternative to hotels for travelers. The committee discussed possible legislation of these types of booking websites as well as the e-cigarettes storefronts that could potentially turn into medical marijuana dispensing facilities. She stated that Broward County was working on legislation making medical marijuana facilities similar to an adult entertainment establishment so that distance requirements and other factors are

considered. She stated that she may be absent from the September 3rd meetings because she is scheduled to attend the Florida APA Conference.

The Commission discussed the Sober House legislation for the upcoming legislative session.

Mayor DuBois announced the Sister Cities meeting tomorrow from 4-6:00 p.m. Everyone is welcomed to attend. He stated that there are more Citizens on Patrol members. He stated that Club 100 Charities needs volunteers for afterschool and tutoring in English.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Rapoza and seconded by Commissioner Flaherty, and by unanimous vote, the meeting was adjourned at 9:07 p.m.

Mayor James DuBois

Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2014



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, August 20, 2014,
Immediately Following the
Budget Workshop,
Lake Park Town Hall
535 Park Avenue

James DuBois	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
Michael O'Rourke	—	Commissioner
Kathleen Rapoza	—	Commissioner
.....		
Dale S. Sugerman, Ph.D.	—	Town Manager
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A. **CALL TO ORDER/ROLL CALL**

B. **PLEDGE OF ALLEGIANCE**

C. **SPECIAL PRESENTATIONS/REPORTS**

None

D. **PUBLIC COMMENT:**

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

E. **CONSENT AGENDA:** All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item

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1. Regular Commission Meeting Minutes of August 6, 2014

Tab 1

F. PUBLIC HEARINGS - ORDINANCE ON FIRST READING:

2. Ordinance No. 11-2014 Amendment of Section 18-120 through 18-127 of the Code of Ordinances Related to Special Events

Tab 2

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 18, ARTICLE IV, OF THE TOWN CODE ENTITLED "SPECIAL EVENT PERMITS; PROVIDING FOR THE AMENDMENT OF SECTION 18-120 TO SPECIFY WHEN A SPECIAL EVENT PERMIT IS REQUIRED; PROVIDING FOR THE AMENDMENT OF SECTION 18-121 IDENTIFYING DEADLINES FOR THE SUBMISSION OF SPECIAL EVENT PERMIT APPLICATIONS; PROVIDING FOR THE AMENDMENT OF SECTION 18-122 SPECIFYING THE CRITERIA FOR THE REVIEW OF SPECIAL EVENT PERMITS; PROVIDING FOR THE AMENDMENT OF SECTION 18-123 TO REQUIRE APPLICANTS FOR SPECIAL EVENT PERMITS TO ARRANGE FOR SANITATION SERVICES FROM THE PUBLIC WORKS DEPARTMENT AND ESTABLISHING INSURANCE REQUIREMENTS; PROVIDING FOR THE AMENDMENT OF SECTION 18-124 PERTAINING TO THE ISSUANCE OF PERMITS ONLY UPON MEETING ALL OF THE ESTABLISHED CRITERIA AND PAYMENT OF ALL FEES; PROVIDING FOR THE AMENDMENT OF SECTION 18-125 TO ELIMINATE THE REQUIREMENT TO PROVIDE A TRAFFIC CIRCULATION PLAN AND REPLACING IT WITH THE AUTHORITY TO REVOKE A SPECIAL EVENT PERMIT UPON THE DETERMINATION THAT THE CONDITIONS UPON WHICH THE PERMIT HAS BEEN ISSUED HAVE BEEN VIOLATED; PROVIDING FOR THE REPEAL OF SECTIONS 18-126 AND SECTION 18-127; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

G. PUBLIC HEARINGS – ORDINANCE ON SECOND READING:

None

H. OLD BUSINESS:

3. Resolution 21-08-14 Authorizing the Mayor to Execute the Interlocal Agreement for Final Termination and Dissolution of the South East Risk Management Association

Tab 3

I. NEW BUSINESS:

4. Approving an Addendum to the Dockage Agreement to Lease Slips to Freedom Adventures, LLC (dba Freedom Boat Club) at Lake Park Harbor Marina

Tab 4

5. **Resolution No. 22-08-14 Amending the Town of Lake Park Uniform Classification System to Revise the Job Descriptions for the Position of Administrative Assistant, Recreation Director, and Library Director** **Tab 5**
6. **Resolution No. 23-08-14 Fiscal Year 2013/2014 Budget Adjustment Funding the Proposed Seawall Remediation** **Tab 6**
7. **Authorizing the Mayor to Execute a Dockage Agreement with Palm Beach County For the Mooring of two Fire/Rescue Boats at the Lake Park Harbor Marina** **Tab 7**

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

K. **ADJOURNMENT**

Next Scheduled Regular Commission Meeting will be held on Wednesday, September 3, 2014



Town of Lake Park Town Commission *Exhibit "A"*

Agenda Request Form

Meeting Date: August 20, 2014

Agenda Item No. *Tab 2*

Agenda Title: AMENDMENT OF SECTIONS 18-120 THROUGH 18-127 OF THE TOWN CODE OF ORDINANCES RELATED TO SPECIAL EVENTS.

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

Approved by Town Manager *DDP* Date: *8/7/14*

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

Originating Department: Community Development	Costs: \$ <u>0</u> Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: → Ordinance __-2014
Advertised: Date: <i>N/A for 1st reading</i> 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 <u><i>ND</i></u> or Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

This Ordinance on first reading is proposing to: (1) provide for an extended review timeframe for special event permit applications, and (2) modify the language so as to have it more accurately reflect the special event review procedure. This item is not proposing any new procedures or fees other than the extended review timeframe mentioned above; however, it is proposing to address *more clearly* the special event permit application requirements and criteria for review. The changes being proposed by staff are found in redline format in the attached Ordinance.

Recommended Motion: I move to APPROVE Ordinance *11*-2014 on 1st reading.

ORDINANCE NO. 11- 2014

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 18, ARTICLE IV, OF THE TOWN CODE ENTITLED "SPECIAL EVENT PERMITS; PROVIDING FOR THE AMENDMENT OF SECTION 18-120 TO SPECIFY WHEN A SPECIAL EVENT PERMIT IS REQUIRED; PROVIDING FOR THE AMENDMENT OF SECTION 18-121 IDENTIFYING DEADLINES FOR THE SUBMISSION OF SPECIAL EVENT PERMIT APPLICATIONS; PROVIDING FOR THE AMENDMENT OF SECTION 18-122 SPECIFYING THE CRITERIA FOR THE REVIEW OF SPECIAL EVENT PERMITS; PROVIDING FOR THE AMENDMENT OF SECTION 18-123 TO REQUIRE APPLICANTS FOR SPECIAL EVENT PERMITS TO ARRANGE FOR SANITATION SERVICES FROM THE PUBLIC WORKS DEPARTMENT AND ESTABLISHING INSURANCE REQUIREMENTS; PROVIDING FOR THE AMENDMENT OF SECTION 18-124 PERTAINING TO THE ISSUANCE OF PERMITS ONLY UPON MEETING ALL OF THE ESTABLISHED CRITERIA AND PAYMENT OF ALL FEES; PROVIDING FOR THE AMENDMENT OF SECTION 18-125 TO ELIMINATE THE REQUIREMENT TO PROVIDE A TRAFFIC CIRCULATION PLAN AND REPLACING IT WITH THE AUTHORITY TO REVOKE A SPECIAL EVENT PERMIT UPON THE DETERMINATION THAT THE CONDITIONS UPON WHICH THE PERMIT HAS BEEN ISSUED HAVE BEEN VIOLATED; PROVIDING FOR THE REPEAL OF SECTIONS 18-126 AND SECTION 18-127; 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 Commission has adopted general provisions pertaining to special event permits in the Town, which have been codified at Chapter 18, of the Code of Ordinances; and

WHEREAS, Town staff has recommended to the Town Commission that Sections 18-120 through 18-127 of Chapter 18 be amended to provide additional guidelines, controls, and standards for special event permits within the Town; and

WHEREAS, the Town Commission, has reviewed the recommendations of staff and has determined that amending Chapter 18, Article IV of the Code Town would further the public health, safety and general welfare.

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

Section 1. The whereas clauses are hereby incorporated as true and correct findings of fact of the Town Commission.

Section 2. Sections 18-120 through 18-127 are hereby amended as follows:

Sec. 18-120. Purpose Special event permit required.

(a) ~~Special events permits are issued by the town for events which may include but are not limited to, the following type of activities conducted within the town, which due to the nature and/or extensiveness of the event, may have an impact on the town or a portion of the town, which thereby warrants the requirement of a special event permit. A special event permit is required when the activity being conducted is expected to impact the Town or a portion of the Town beyond the normal operations or operating hours of a business, neighborhood, park or other public property, or when the exterior of a property is utilized beyond its approved use. In some cases, special events may require the temporary installation of infrastructure. Examples of special events include: grand openings and special sales events for commercial and business uses; religious functions and other types of ceremonies, craft shows and fairs, festivals and holiday events, residential/neighborhood block parties, certain sports and recreation events and functions, fundraisers, events and functions held in town parks or on town property, and other resident or residential, business and commercial events that meet the criteria and requirements of this article, and which the town's Community Development Director, in his/her sole discretion~~

determines will not be injurious to the public health, safety and general welfare of the town, and its residents, business owners, and visitors.

(b) Special events permits may be issued by the Town for single use special events and for multiple special events not to exceed more than 12 special events per property per calendar year, with not more than 4 special events per calendar year per the same applicant, or any person or entity affiliated with a prior permit holder, notwithstanding any other existing town code provisions and other regulations which might otherwise prohibit the proposed special event. Special events permits are not intended, nor shall the issuance of a special event permit by the Town be deemed or construed to supersede existing zoning and other Town regulations, or to effectuate or constitute a waiver of such regulations. Not more than four special events permits shall be issued by the town to any applicant or any person or entity affiliated with a prior permit holder, including individuals, businesses, commercial uses, and other types of applicants, in any single calendar year. Applicants, which are found to have attempted to circumvent this prohibition by using another person or entity as a qualifier or surrogate applicant, may be barred from applying for and obtaining another special events permit from the town for up to three years.

Sec. 18-121. Application deadlines for permit; ~~specific uses~~; conditions.

Applications for a special events permit shall be submitted on forms provided by the Town to the ~~e~~Community ~~d~~Development ~~d~~Department for approval or denial. ~~A technically complete application~~ Applications must be submitted ~~to the eCommunity dDevelopment dDepartment~~ not less than 2144 calendar days prior to the date of the proposed special event. For special events held in Town parks, or on Town Property, an applicant shall obtain submit a special event permit from to the Town at least 6045 days in advance of the proposed special event. The ~~e~~Community ~~d~~Development ~~d~~Director ~~may shall be responsible for issuing all special event permits, however, in the event that an applicant but for permits that requires either a any one of the following:~~ (1) waiver of Town imposed fees; or (2) closure of any Town streets for more than a 24-hour period, such, These requests must be approved by the Town Commission. ~~approve special events permits, which have minimal impacts on surrounding uses. Uses which are determined by the Community Development Director to have potential significant impacts on surrounding uses shall require the approval of the town commission. Uses which typically have minimal impacts on surrounding uses include, but are not limited to, art, antique and craft shows, block (street) parties, and other neighborhood events, grand opening sales, outdoor fundraising events, outdoor religious ceremonies, sidewalk sales, tent~~

~~sales, Christmas holiday tree sales, lunch wagons, tent sales, and pumpkin sales. Applications for special events permits shall be submitted on forms prepared by the town and shall contain a detailed statement of the location(s), hours and dates of operation, and any other information deemed necessary by the Community Development Director to assist with processing the permit application. A copy of any contract between the applicant and any person providing rides, musical, theatrical and/or mechanical entertainment or amusement devices for the event shall also be submitted to the completed application. The Community Development Director or town commission Town Commission, whichever has final approval of a special event permit issued by either the Community Development Director or approved by the Town Commission authority, may impose conditions of the permit approval which are deemed necessary to protect or further the public health, safety, and general welfare.~~

Sec. 18-122. Criteria for review of permit.

(a) *Generally.* Prior to issuing a special events permit, the ~~e~~Community d~~Development d~~Director ~~or designee~~ and/or the town commission shall review the application for a special events permit and all other supporting documentation submitted by the applicant in conjunction with the following criteria and any additional relevant factors or considerations to determine whether a special event permit shall be issued by the Ttown:

- (1) Will the requested special event be injurious to the area involved or otherwise detrimental to the public health, safety and welfare?
~~If yes, does the benefit of granting the permit outweigh the potential negative or detrimental effects?~~
- (2) Will any nuisance or hazardous feature or activity involved in the special event be suitably separated from adjacent uses? If yes, does the application adequately detail the methods and means to be used to buffer adjacent uses from the nuisance or harmful effects that the special event may generate, and does the ~~e~~Community d~~Development d~~Director concur that the applicant's proposal will be sufficient in this regard?
- (3) Will excess vehicular traffic be generated on residential streets? If so, will off-duty law enforcement personnel be necessary? Are there other mitigating solutions which can be implemented to address the effects of excess traffic?

(4) Will a vehicular parking problem be created either internal or external to the site of the special event? If so, has the applicant provided any mitigation plan, such as off-site valet parking or other proposals to relieve anticipated parking problems?

(5) Will the special event have potential negative audible effects, and if so, to what extent, and has the applicant presented any noise mitigation plan with the application?

(6) Will the special event violate any other provisions of the Town Code, and if so, what Code sections are in conflict? ~~Will the benefit of granting the permit outweigh the effect of the violation(s) of the other requirements of other sections of the Town Code?~~

(7) Will the use be temporary in nature, and not include any permanent improvements? If permanent improvements are proposed and approved by the Town, the applicant may be required to transfer ownership of any improvements to the town via a bill of sale or other legal instrument.

(8) Will the impacts of nonresidential uses on residential properties be minimized, and if so how?

(9) Will any streets, roads, or rights-of-way be closed? ~~that may have significant impacts on the overall traffic patterns that cannot be adequately mitigated by an alternate~~ Has a Maintenance of Traffic (MOT) circulation plan been submitted? If yes, ~~what are the costs and expenses for the road closures and related measures that may be required to detour traffic such as law enforcement personnel directing traffic, barricades, etc., and~~ Has the applicant agreed to make the necessary arrangements and pay all related expenses in advance?

(10) Will any proposed signage comply with the sign code requirements of chapter 70 of this Code and has a separate signage application been submitted?

Sec. 18-123. Additional criteriaandditions for permit approval.

~~As appropriate, the town commission or the The eCommunity dDevelopment dDirector may provide conditions for the permit approval. Conditions of permit approval may impose conditions as part of the permit~~

approval which of permit approval may include, but are not limited to, the following:

- (1) *Hours of operation.* Limitations on the hours of operation of the special event.
- (2) *Noise limitations.* Noise limitations more restrictive than the provisions of the Town Code which may be imposed to the protection for the benefit of adjacent surrounding uses.
- (3) *Traffic control.* A Maintenance of Traffic (MOT) plan. To ensure adequate and safe traffic control, provisions for the placement of barricades, signage, or law enforcement personnel, will be required for all proposed street closures and must be provided may be required at the sole expense of the applicant. Any required traffic control and/or safety devices must be arranged for and pre-paid by the applicant prior to the issuance of the permit, and proof of same shall be submitted by the applicant to the eCommunity dDevelopment dDirector for determination of compliance with any such condition.
- (4) *Sanitary restroom facilities.* Sanitary facilities shall be provided at the sole expense of the applicant, and shall be placed in a location(s) which will not negatively impact surrounding adjacent properties. Any required sanitary facilities must be arranged for and pre-paid by the applicant prior to the issuance of the permit, and proof of same shall be submitted by the applicant to the eCommunity dDevelopment dDirector for determination of compliance with any such condition.
- (5) *Food and beverages.* The preparation and sale of food and beverages is prohibited unless a permit is obtained from the Palm Beach County Health Department, and any other regulatory bodies with jurisdiction. The applicant event organizer is solely responsible for ensuring all food and beverage vendors are licensed.
- (6) *Trash and garbage disposal.* Provisions for on-site garbage and trash containers and their disposal shall be provided in a location so as to prevent negative impacts on surrounding properties. All sites for special events shall be maintained in a neat and orderly manner, including the final collection and disposal of all wastes at the end of the special event. Applicants must make arrangements with the Town of Lake Park Public Works Department for special events held on public property, prior to the

issuance of a special event permit and the applicant is responsible for the pre-payment of required sanitation services.

~~(7) *Insurance.* Liability insurance, of at least \$1,000,000.00, may be required to be obtained by the Applicant with the coverages and insurance provider to be approved by the town. Such liability insurance shall insure both the applicant/Applicant and the town as an additional named insured.~~

~~(7)~~

Insurance. Insurance is required for events on Town property only. Insurance coverage must be obtained by the applicant and evidenced by a certificate of insurance coverage with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, and naming the Town of Lake Park as the certificate holder and as an additional insured with respect to commercial general liability. If liquor is to be served at the special event, the certificate of insurance must include liquor legal liability insurance coverage usual to the insured's operations with the minimum limit of \$1,000,000. Proof of insurance must be submitted prior to the issuance of the Special Event Permit. Applicants which are found to have attempted to circumvent this requirement by using another person/entity for the purposes of obtaining the required insurance coverage shall be barred from obtaining another special event permit within the Town for three years.

(8) *Surety or bond.* A reasonable surety or a bond may be required to insure and secure any expenses that may be incurred by the Town as a result of the permitted special event.

(9) *Other applicable zoning regulations.* Special events shall comply with all other applicable regulations of the Town Code.

(10) *Building and sign permits.* Necessary building, sign, electrical, engineering, or similar permits shall be obtained prior to commencement of the special event.

(11) *Crowd control.* To ensure adequate and safe crowd control, provisions for security or law enforcement may be required by the Town's law enforcement services agency at the sole expense of the applicant.

(12) Non-profit organizations: A non-profit organization which proposes a special event shall submit the Certificate of Insurance along with the other information required in the application form.

(132) Other conditions. Any eOther applicableappropriate conditions may be imposed by the Community Development Director, in conjunction with all reviewing departments, to ensure that the special event does not create a nuisance.

Sec. 18-124. Permit issuance.

Special events permits issued pursuant to this article shall only be issued to the following the submittal of all required paperwork and payment of all required fees. payment of the appropriate application fee to:

(1) A business, organization or individual possessing a valid town business tax receipt; or

(2) A town resident for a special event to be held at a residence located within the town or in or upon other public or private property within the town who has paid all the respective special event fees associated with the event; or (3) A business which does not operate a business in the Town, entity or an individual who is not a resident of the Town who has paid all the special event fees for the proposed event.

Sec. 18-125. Traffic circulation plan.

ApplicantApplicants submitting applications for special events to be located within the a public right of way of an arterial or collector road for a period of more than one day must be approved by the town commissionTown Commission, and the applicant shall submit a traffic circulation plan which is subject to the review and final approval of the town commission. Applicants submitting applications for special events to be located within the public right of way of a local road, or within an arterial or collector road for one day shall also submit a traffic circulation planThe traffic circulation plan which shall be subject to the review and final approval of the town staff, including, but not limited to, the town manager and the director of public works.

Sec. 18-1265. Cancellation Revocation of permit.

A special events permit may be canceledrevoked by the eCommunity dDevelopment dDirector upon a determination thatat any time if the terms or

~~conditions of the special events permit are have been violated or cannot be met. If an Applicant cannot meet the conditions required for the issuance of the special events permit, the permit may be revoked. If this determination is made during or after the event takes place, the applicant of the special event. In addition, an Applicant who does not abide by the conditions of a special event permit may will be subject to the forfeiture of 50% of the deposit for events on Town property, or a \$150 penalty for events on private property and will be subject to code enforcement proceedings as established in the Town Code. When possible, all cancellations shall be in writing and sent by certified and regular mail to the applicant at the address listed on the special events permit application, and the cancellation notice shall state the reason for the cancellation.~~

~~Sec. 18-127. Appeal of cancellation of permit.~~

~~Any special events permit which is cancelled by the Community Development Director may be appealed in writing to the town commission within ten business days of the date of the issuance of the written notice of cancellation by the Community Development Director.~~

Section 3. 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 4. Repeal of Laws in Conflict. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 5. Codification. The provision of this Ordinance shall become and be made a part of the Code of Ordinances for the Town of Lake Park. The Sections of the Ordinance maybe renumbered or re-lettered to accomplish such.

Section 6. Effective date. This Ordinance shall take effect immediately upon passage.



Town of Lake Park Town Commission

Exhibit "B"

Agenda Request Form

Meeting Date: August 20, 2014

Agenda Item No. *Tab 3*

Agenda Title: Resolution Authorizing the Mayor to Execute the Interlocal Agreement for Final Termination and Dissolution of the South East Risk Management Association

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

Approved by Town Manager *DSS* Date: *7/31/14*

Jonbi McKibbin-Sumner
 Name/Title HUMAN RESOURCES DIRECTOR

Originating Department: Human Resources	Costs: \$ -0- Funding Source: Acct. # 150-369-300 <input checked="" type="checkbox"/> Finance <i>BKR</i> \$126,621 in revenue will be credited to the Insurance Fund	Attachments: Resolution; Interlocal Agreement for Final Termination and Dissolution of the South East Risk Management Association; Retained Earnings Allocation Worksheet; and, Copy of Agenda Item from October 2, 2013 Commission Meeting
Advertised: 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 BMT Please initial one.

Summary Explanation/Background:

On October 2, 2013, the Town Commission voted to consent to the final termination and dissolution of the South East Risk Management Association ("SERMA"), the former administrator of the Town's workers' compensation claims, and to the execution by the following member-municipalities of the Interlocal Agreement for Final Termination and Dissolution:

- City of Coconut Creek, Florida
- City of Lake Worth, Florida
- Town of Lake Clarke Shores, Florida
- City of Parkland, Florida

SERMA was generally terminated on September 30, 2008 and staff had been advised by Tim McCreary, President of Ascension Benefits and Insurance Solutions of Florida on behalf of SERMA's board of directors, that it was not necessary for the Town to execute the above Interlocal Agreement – i.e., consent by the Town Commission would be sufficient.

Just recently, staff has been advised that it is also necessary for the Town to execute the above Interlocal Agreement, which is attached as Exhibit A. Staff has also been advised that once the Interlocal Agreement has been executed by all member-municipalities, the Town will receive the retained earnings allocation of \$126,621. A copy of the SERMA Retained Earnings Allocation Worksheet as of May 31, 2014 is attached as Exhibit B. For ease reference, a copy of the October 2, 2013 agenda item is attached as Exhibit C.

The purpose of this agenda item is to request approval of the Resolution authorizing the Mayor to execute the Interlocal Agreement for Final Termination and Dissolution of the South East Risk Management Association. Staff recommends approval.

Recommended Motion: I move to adopt Resolution 21 02 14.

EXHIBIT A

**INTERLOCAL AGREEMENT FOR FINAL TERMINATION
AND DISSOLUTION OF THE
SOUTH EAST RISK MANAGEMENT ASSOCIATION**

This is an Interlocal Agreement ("Agreement") effective as of September 5, 2013, entered into by and among the CITY OF COCONUT CREEK, the CITY OF LAKE WORTH, the TOWN OF LAKE CLARKE SHORES, and the CITY OF PARKLAND, (collectively the "Current Members") each being a municipal corporation organized and existing under the laws of the State of Florida.

RECITALS

WHEREAS, the South East Risk Management Association ("SERMA") was established by Interlocal Agreement ("Initial Interlocal Agreement") effective October 1, 1994, by and among ten (10) Florida municipalities (later joined by the Town of Davie) (collectively, "Members", as defined in the Initial Interlocal Agreement) in order to provide for a cooperative intergovernmental risk management program among the Members; and

WHEREAS, as of September 30, 2008, SERMA was terminated pursuant to the provisions of Article VIb.10 of the Initial Interlocal Agreement and SERMA ceased to exist as an active risk management association; and

WHEREAS, the Current Members are the four (4) remaining Members of SERMA representatives of which currently comprise the membership of the Board of Directors of SERMA pursuant to Article XVII of the Initial Interlocal Agreement upon the general termination of SERMA effective as of September 30, 2008; and

WHEREAS, in addition to the Current Members, the following municipalities were signatories to the Initial Interlocal Agreement and were Members of SERMA during its term: the Town of Lake Park, the Town of Lantana, the Village of North Palm Beach, the City of Oakland Park, the City of Wilton Manors and the Town of Davie (the "Former Members"); and

WHEREAS, pursuant to Article XVII of the Initial Interlocal Agreement, and subsequent to the general termination date of September 30, 2008, the Board of Directors, comprised of representatives of the Current Members, has continued to meet as necessary to carry out the termination of the affairs of SERMA, including the settlement of all covered claims incurred during the term of SERMA; and

WHEREAS, the Former Members which have withdrawn from SERMA prior to its general termination as of September 30, 2008, have continued to maintain certain obligations and responsibilities pursuant to Article XVIIIc. of the Initial Interlocal Agreement; and

WHEREAS, it is the desire of the Current Members to provide for final dissolution of SERMA and to return all remaining open claims as of the date of dissolution to the Member and/or municipality from which the claim arose.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter contained and for the mutual welfare of all the governmental entities involved in SERMA, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated into this Interlocal Agreement.
2. **Actions of Board of Directors.** As required by Article XVII – Termination of SERMA, the Board of Directors has continued to meet to carry out the termination of the affairs of SERMA, including the settlement of covered claims incurred during the term of SERMA. The Board has obtained and accepted an annual Independent Auditor’s Report as of September 30, 2012 and has obtained an Actuarial Analysis relating to SERMA’s reserve requirements, including IBNR, as of September 30, 2012.
3. **Administrator.** The parties hereto acknowledge that as of October 1, 2004 through the present time, SERMA has retained the services of Employers Mutual, Inc., a Florida corporation, now known as Ascension Benefits & Insurance Solutions of Florida (the “Company”), to manage the business affairs of SERMA and to administer its claims in accordance with the agreement entered into between SERMA and the Company (the “Administration Agreement”). The Administration Agreement shall terminate on and the Company’s liabilities, duties and obligations pursuant to the Administration Agreement shall terminate on the Termination Effective Date (as defined below). After the Termination Effective Date, the Company shall have no further liability, duties or obligations to any Current Member or Former Member, including without limitation any duties or obligations with respect to any outstanding claims identified on Exhibit 1. For the avoidance of doubt, the Company shall have no obligation to generate reports or provide computer runs. Current and Former members will be responsible for the cost of returning all claims.
4. **List of Open Claims.** Attached hereto as Exhibit 1 is a list of open claims as of July 30, 2014, for each Current and Former Member. Execution of this Interlocal Agreement constitutes concurrence as to the information contained in said Exhibit 1 by each affected Current or Former Member.
5. **Final Dissolution of SERMA.** The Current Members hereby agree to dissolve SERMA, which entity shall cease to exist or to carry out any further activities or obligations pursuant to the Initial Interlocal Agreement. Such final dissolution shall be effective only upon the execution of this Interlocal Agreement by the Current Members and consented to by no less than four (4) Former Members of SERMA, the Termination Effective Date.

Upon dissolution, and in accordance with the Actuarial Analysis hereinabove described, all assets, liabilities and retained earnings will be distributed to each Current and Former Member including a return of, among other items, cash and open and closed files. Attached as Exhibit 2 is a SERMA Retained Earnings Allocation Worksheet as of September 30, 2012, identifying contributions, expenses, retained earnings allocation, reserves, and cash. Execution of this Interlocal Agreement shall constitute acceptance of

and agreement with the methodology in which to return all assets, liabilities and retained earnings contained in said Exhibit 2 by each Current or Former Member. It is noted that these assets, liabilities and retained earnings are ever changing as claims and expenses are paid. The final distribution is to be determined on said Termination Effective Date. Note that reinsurance recoveries and assets from SBA Fund B will be distributed as received.

6. **Future Adjudication of Claims.** Each Current and Former Member recognizes that the outstanding claims as identified on Exhibit 1 will be returned to the Current or Former Member, which municipality will be individually liable for the adjudications, settlement and all costs and expenses associated with such claim or claims.

7 **Release.** (a) Each Current and Former Member executing or consenting to this Interlocal Agreement hereby releases, remises, and forever discharges each and every other Current and Former Member, their officers and employees, from and against any and all claims, demands, judgments, costs, losses and causes of action, and suits, arising in law or equity, arising from, out of, or by reason of the Initial Interlocal Agreement or this Interlocal Agreement, including claims by third parties.

(b) In addition, each Current and Former Member executing or consenting to this Interlocal Agreement hereby releases, remises, and forever discharges the Company, its affiliates and their respective directors, officers, employees and agents from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages, expenses (including reasonable attorney's fees and cost) in law or equity, arising out of, from, or by reason of the initial Interlocal Agreement, this Agreement, and/or Administrative Agreement, including claims by third parties. The release set forth in this paragraph shall survive the termination of this Agreement and the termination of the Administration Agreement. All parties agree that the Company shall be, and is hereby, named as an express third party beneficiary of this agreement, with full rights as such. The provisions of this paragraph 7(b) are in addition to the provisions regarding release, indemnification, defense, and hold harmless of the Company set forth in the Administration Agreement, which provisions shall survive termination of the Administration Agreement.

8. **Sovereign Immunity.** Nothing contained herein is intended nor shall it be construed to waive any of the rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

9. **Status of Interlocal Agreement.** This Interlocal Agreement shall supersede any and all conflicting provisions of the Initial Interlocal Agreement or the Bylaws adopted by the Board of Directors dated November 14, 2006.

10. **Venue and Governing Law.** Any claim, objection or dispute arising out of this Interlocal Agreement shall be litigated in the judicial circuit of the defendant Current or Former Member. The validity, construction and effect of this Interlocal Agreement shall be governed by the laws of the State of Florida.

11. **Attorney's Fees.** The prevailing party shall be entitled to an award of reasonable attorney's fees, paralegal expenses, interest and court costs incurred by such prevailing party including reasonable appellate fees and costs.

12. **Severability.** Should any part, term or provision of this Interlocal Agreement be decided by the courts to be illegal or in conflict with any other law of the State of Florida or any other part of this Interlocal Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

13. **Entire Agreement.** It is agreed among the parties that this Interlocal Agreement shall comprise the entire agreement containing all terms and conditions agreed to among the parties, and no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

14. **Execution and Effective Date.** This Interlocal Agreement shall be effective upon the date that 2/3 (i.e. 8) of the Current and Former Members have either executed, or consented to, as applicable, this Interlocal Agreement.

15. **Counterpart Signatures.** This Interlocal Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

16. **Filing of Interlocal Agreement.** Pursuant to the requirements of Section 163.01(11), Florida Statutes, this Interlocal Agreement shall be filed with the Clerks of the Circuit Court in and for Broward County, Florida, and Palm Beach County, Florida.

IN WITNESS WHEREOF, THE CITY OF COCONUT CREEK has made and executed this Interlocal Agreement on the 5th day of September, 2013, duly authorized by Resolution No. _____, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

ATTEST:

City Clerk

By: _____,
Mayor

Approved as to form and legal
Sufficiency:

By: _____
City Attorney

IN WITNESS WHEREOF, THE CITY OF LAKE WORTH has made and executed this Interlocal Agreement on the 5th day of September, 2013, duly authorized by Resolution No. _____, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

ATTEST:

City Clerk

By: _____,
Mayor

Approved as to form and legal
Sufficiency:

By: _____
City Attorney

IN WITNESS WHEREOF, THE TOWN OF LAKE CLARKE SHORES has made and executed this Interlocal Agreement on the 5th day of September, 2013, duly authorized by Resolution No. _____, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

ATTEST:

City Clerk

By: _____,
Mayor

Approved as to form and legal
Sufficiency:

By: _____
City Attorney

IN WITNESS WHEREOF, THE CITY OF PARKLAND has made and executed this Interlocal Agreement on the 5th day of September, 2013, duly authorized by Resolution No. _____, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

ATTEST:

City Clerk

By: _____,
Mayor

Approved as to form and legal
Sufficiency:

By: _____
City Attorney

IN WITNESS WHEREOF, THE TOWN OF LAKE PARK has made and executed this Interlocal Agreement on the ____ day of _____, 2014, duly authorized by Resolution No. _____, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

ATTEST:

TOWN OF LAKE PARK

Town Clerk

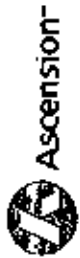
By: _____,
James DuBois, Mayor

Approved as to form and legal
Sufficiency:

By: _____
Town Attorney

EXHIBIT A

AS OF 7/30/2014



SERMA Loss Report- All Open Claims

City of Coconut Creek-SERMA

LOB	Claim Number	Claim Type	Date of Injury/Loss	Claimant Full Name	Outstanding		Incurred Sum	Claim Status
					Reserve Sum	Paid Sum		
GC	777000020945-001	GLPI	8/6/2004	FALCONER, STEPHANIE	\$22,034.50	\$24,465.50	\$46,500.00	OL
VA	777000020898-002	BI	7/27/2004	GIGLIO, JOHN	\$0.00	\$1,000.00	\$1,000.00	0
WC	7771000018167	LT	2/18/2001	COPPOLA, DOMINIC	\$60,298.07	\$98,201.93	\$158,500.00	0
WC	7771010018558	BLT	8/15/2002	MARKLAND, ROBERT	\$26,774.95	\$75,225.05	\$102,000.00	OL
WC	7771030019727	LT	6/22/2004	HARTNETT, JAYNE	\$5,782.46	\$171,717.54	\$177,500.00	0
WC	7771040020022	LJ	11/22/2004	CRISPIN, ROBERT	\$47,984.18	\$160,525.82	\$208,510.00	0
WC	WC777-82007028228	BLT	5/29/2007	HARRISON, WILLIAM	\$3,531.70	\$62,548.80	\$66,080.50	R
WC	WC777-82007079776	BLT	11/4/2007	WHITFORD, RYAN	\$2,984.55	\$42,665.45	\$45,650.00	0
WC	WC777-82007080136	BLT	12/28/2007	THRIVENER, KATHRYN	\$32,225.15	\$89,774.85	\$122,000.00	OL
WC	WC777-82008080799	BLT	3/20/2008	MARKLAND, ROBERT	\$23,564.23	\$76,085.77	\$99,650.00	OL
Claim Count: 10					\$225,179.78	\$802,210.72	\$1,027,390.50	

City of Lake Worth-SERMA

LOB	Claim Number	Claim Type	Date of Injury/Loss	Claimant Full Name	Outstanding		Incurred Sum	Claim Status
					Reserve Sum	Paid Sum		
WC	7770970016722	BLT	9/29/1998	WALDRON, CATHY	\$65,792.85	\$174,707.15	\$240,500.00	0
WC	7770990017568	BLT	6/27/2000	BLOCK, WILLIAM	\$7,885.13	\$29,314.87	\$37,200.00	0
WC	7771010018242	LT	12/21/2001	REESE, RUSSELL	\$23,448.41	\$79,561.59	\$103,010.00	0
WC	7771020018717	LT	12/17/2002	ESTIME, GUEROLD	\$14,331.93	\$55,968.07	\$70,300.00	R
WC	7771020019121	LT	9/4/2003	SPEERIN, GEORGE	\$61,421.68	\$162,878.32	\$224,300.00	0
WC	7771030019754	BLT	6/29/2004	HANYECZ, APRIL	\$23,444.67	\$165,720.34	\$189,165.00	R
WC	7771050020970	BLT	6/24/2006	BARRETT, ROBERT	\$16,772.80	\$95,527.20	\$112,300.00	0
WC	7771050021264	M	12/10/2005	WHITE, KENNETH	\$36,383.85	\$31,116.16	\$67,500.00	0

WC	7771060021173	LT	10/30/2006	HAMPSHIRE, PATRICK		\$55,131.33	\$355,168.67	\$410,300.00	O
WC	7771060021220	BLT	12/29/2006	OWENS, SANDRA		\$111,718.32	\$145,231.68	\$257,000.00	O
WC	WC777-72007074335	BLT	9/1/2007	MARTIN, ELAINE		\$20,408.17	\$99,445.83	\$119,854.00	O
WC	WC777-72008081208	BLT	5/14/2008	NEVAD, JAMES		\$7,430.19	\$22,069.81	\$29,500.00	R
Claim Count: 12					Sum:	\$444,169.11	\$1,416,759.69	\$1,860,929.00	

Town of Davie-SERMA

Claim	Claim Number	Type	Date of Injury/Loss	Claimant Full Name	Outstanding Reserve Sum	Paid Sum	Incurred Sum	Claim Status
WC	7771050020842	BLT	3/29/2006	RUBIN, KEITH	\$58,604.67	\$206,005.33	\$264,610.00	O
Claim Count: 1					Sum:	\$206,005.33	\$264,610.00	

Town of Lake Clarke Shores-SERMA

Claim	Claim Number	Type	Date of Injury/Loss	Claimant Full Name	Outstanding Reserve Sum	Paid Sum	Incurred Sum	Claim Status
WC	WC777-82008082052	BLT	8/30/2008	ZIPNICK, CLIFFORD	\$2,819.09	\$71,880.91	\$74,700.00	O
Claim Count: 1					Sum:	\$71,880.91	\$74,700.00	

Village of North Palm Beach-SERMA

Claim	Claim Number	Type	Date of Injury/Loss	Claimant Full Name	Outstanding Reserve Sum	Paid Sum	Incurred Sum	Claim Status
WC	7771020018859	LT	3/24/2003	FEDAK, RICHARD	\$3,752.96	\$979,068.99	\$982,821.95	R
WC	7771040020161	BLT	2/27/2005	MATTINO, SALVATORE	\$52,751.02	\$64,248.98	\$117,000.00	O
Claim Count: 2					Sum:	\$1,043,317.97	\$1,099,821.95	

GRAND TOTALS 26

\$3,540,174.61

\$787,276.84

\$4,327,451.45



Town of Lake Park Town Commission

Exhibit "C"

Agenda Request Form

Meeting Date: August 20, 2014

Agenda Item No. *Tab 4*

Agenda Title: Approving an Addendum to the Dockage Agreement to Lease Slips to Freedom Adventures, LLC (dba Freedom Boat Club) at Lake Park Harbor Marina.

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

Approved by Town Manager *DSS* Date: *7/31/14*

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

Originating Department: <p style="text-align: center;">Town Manager</p>	Costs: Foregoing \$3,060.00 of revenue to the Lake Park Harbor Marina. Funding Source: Acct. N/A <input checked="" type="checkbox"/> Finance <u><i>BKZ</i></u>	Attachments: <ul style="list-style-type: none"> * Original Dockage Agreement. * Proposed Addendum
Advertised: 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: <p style="text-align: center;"><u><i>DSS</i></u></p> or Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

Freedom Adventures, LLC (dba Freedom Boat Club) has been operating their business at the Lake Park Harbor Marina since February of 2014. The original Dockage Agreement, approved by the Town Commission (copy attached) called for Freedom Boat Club to pay a monthly slip rental fee of \$4,590.00 per month while initially leasing 6 slips, \$6,120.00 per month for the leasing of 8 slips after the first 90 days of operation, and then \$7,650.00 per month for the leasing of 10 slips after the first 180 days of operation. To date, Freedom Boat Club has not been able to successfully carry out their business plan, and the number

of memberships that it has sold are a little behind schedule. To that end, they are asking if they can have a little bit of relief in paying for the last two slips after 180 days of operation. They have asked for an extension of between three (3) and six (6) months.

This agenda item is to give consideration for approving an Addendum to the original Dockage Agreement to modify the requirement to rent 10 slips after 180 days of operation by extending that requirement out to 240 days (providing them relief of two months by having the rate increase to the next level after 8 months of operation instead of the originally agreed to 6 months of operation). If this Addendum is approved, the Marina would forgo \$3,060.00 of revenue, compared to the rental rates that would be paid under the current Dockage Agreement.

Recommended Motion: I move to approve the Addendum to the February 14, 2014 Dockage Agreement to Lease Slips to Freedom Adventures, LLC (dba Freedom Boat Club) at the Lake Park Harbor Marina.



Town of Lake Park Town Commission

Exhibit "D"

Agenda Request Form

Meeting Date: August 20, 2014

Agenda Item No. *Tab 5*

Agenda Title: Resolution to Amend the Town of Lake Park Uniform Classification System to Revise the Job Descriptions for the Positions of Administrative Assistant, Recreation Director, and Library Director

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *DSS* Date: *7/30/14*

Bonnie McKibbin
 Name/Title *HUMAN RESOURCES DIRECTOR*

Originating Department: Human Resources	Costs: \$ -0- Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Resolution; Revised Administrative Assistant Job Description in Redline Format and Current Administrative Assistant Job Description; and, Revised Recreation Director and Library Director Job Descriptions in Redline Format
Advertised: 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 BMT Please initial one

Summary Explanation/Background:

Revision of the Administrative Assistant Job Description:

Currently, a job description exists in the Town of Lake Park Uniform Classification System entitled Administrative Assistant. The purpose of this action is to revise and update this job description to more accurately reflect the current duties and requirement of this position.

A copy of the current Administrative Assistant job description and the redline version of the revised job description are attached.

Revision of the Recreation Director Job Description:

Currently, a job description exists in the Town's Uniform Classification System entitled Recreation Director. The purpose of this action is to revise this job description by changing the job title from Recreation Director to Recreation Manager, and to reflect that this position answers to the Deputy Town Manager.

A copy of the revised Recreation Director job description is attached in redline format.

Revision of the Library Director Job Description:

Currently, a job description exists in the Town's Uniform Classification System entitled Library Director. The purpose of this action is to revise this job description to reflect that this position answers to the Deputy Town Manager, and to make several housekeeping clarifications and corrections in the current job description.

A copy of the revised Library Director job description is attached in redline format.

There will be no additional financial burden placed on the budget of the Town as a result of these actions.

Recommended Motion: I move to adopt Resolution 22-08-14.



Town of Lake Park Town Commission

Agenda Request Form *Exhibit "E"*

Meeting Date: 8/20/2014

Agenda Item No. *Tab 6*

Agenda Title: **FISCAL YEAR 2013/2014 BUDGET ADJUSTMENT
FUNDING THE PROPOSED SEAWALL REMEDIATION**

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

Approved by Town Manager *DSS* Date: *8/14/14*

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

Originating Department: FINANCE	Costs: See attachment "A" Funding Source: Acct. # <input checked="" type="checkbox"/> Finance ___ BKR ___	Attachments: Resolution, Budget Adjustment Itemization (Attachment "A"),
Advertised: 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> BKR </u> Please initial one.

Summary Explanation/Background:

In preparation for the awarding of contracts for the remediation of the seawall, staff recommends that the approved Marina budget be amended. The engineering estimate of the cost of the construction is \$440,000, the estimated cost of construction services is \$66,000, and staff recommends a contingency of \$44,000 (10% of the engineers estimate). This totals \$550,000, as shown on the attached schedule (Attachment "A"). At the Mid-year Budget amendment \$470,084 was appropriated for this project and the required new appropriation is estimated to be \$79,916. Staff has created a separate account number to keep this significant project separate from all previous repair efforts and proposes moving the prior appropriation and the addition amount to the new account.

Recommended Motion:

I move to adopt Resolution 23-08-14.



Town of Lake Park Town Commission

Agenda Request Form

Exhibit "F"

Meeting Date: August 20, 2014

Agenda Item No. Tab 7

Agenda Title: Authorizing the Mayor to Execute a Dockage Agreement with Palm Beach County for the Mooring of two Fire/Rescue Boats at the Lake Park Harbor Marina.

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager DSS Date: 8/5/14

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

Originating Department: <p style="text-align: center;">Town Manager</p>	Costs: No cost. This action will generate slightly more than \$12,000.00 per year for the Lake Park Harbor Marina Funding Source: N/A <input type="checkbox"/> Finance _____	Attachments: <p style="text-align: center;">Draft Dockage Agreement</p>
Advertised: 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>DSS</u> Please initial one.

Summary Explanation/Background:

Last year, the Town extended a courtesy to Palm Beach County Fire/Rescue by allowing them to moor one of their rescue boats at the Lake Park Harbor Marina for a few months at no cost to the County. Palm Beach County Fire/Rescue was so happy with the level of service that they received from our Marina and with the proximity of our facilities to their geographical area of responsibility, that they have decided that they would like to keep two Fire/Rescue vessels at the Marina on a more permanent basis. Therefore, they have asked to be provided with two slips, which they will pay for at the current annual rate of \$17.00 per lineal foot of vessel.

The Town presented the County with our standard Dockage Agreement and asked the County to sign the same for their two vessels. Input from the County identified that our current standard Dockage Agreement doesn't quite fit a government-to-government relationship, especially as it relates to payment of sales tax, insurance requirements, and indemnity. To that end, the County has crafted a unique Dockage Agreement which, for the most part, reflects the current rules and regulations of our operations, but deals with the unique government-to-government issues.

The purpose of this agenda item is to authorize the Mayor to sign the attached Dockage Agreement which will authorize Palm Beach County Fire/Rescue to moor two vessels at the Lake Park Harbor Marina at a monthly rate of \$17.00 per lineal foot of vessel. The agreement is for a period of one year, with two (2) one year renewals at the then best rate charged by the Marina.

Recommended Motion: I move to authorize the Mayor to execute the attached Dockage Agreement between the Town of Lake Park and Palm Beach County for the mooring of two Fire/Rescue vessels at the Lake Park Harbor Marina.

SETTLEMENT AGREEMENT AND COMPLETE RELEASE

WHEREAS, CITIZENS AWARENESS FOUNDATION ("CAFI"), and the TOWN OF LAKE PARK, ("DEFENDANT") have agreed to resolve all claims or potential claims asserted in the action pending in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida styled Citizens Awareness Foundation, Inc., v. Lake Park, Fifteenth Judicial Circuit of Florida, Case No. 2014CA008117 AD (the "Action");

THEREFORE, in consideration of the mutual promises and covenants contained in this Settlement Agreement and Complete Release (the "Agreement"), for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. The aforementioned recitals shall be incorporated into this Agreement
2. Defendant shall pay \$4761.00 (the "Settlement Funds") to the O'Boyle Law Firm, P.C. (the "Firm").
3. Defendant agrees to provide CAFI with a copy of the public records requested in the public records request dated on April 19, 2014 within five (5) days of execution of this Agreement.
4. Defendant represents and warrants that public records provided pursuant to Paragraph 2 are a fair and accurate representation of its original.
5. The Settlement Funds shall be paid to the Firm via wire transfer within five (5) days of execution of this Agreement.
6. CAFI shall, within five (5) days of receipt by the Firm of the Settlement Funds

dismiss the Action by filing a notice of voluntary dismissal with prejudice.

7. Expressly contingent on DEFENDANT making the payment required by this Agreement, CAPI does, for itself and for any and all persons, firms, corporations, and entities claiming by or through them, and for its successors and assigns, hereby fully release, relinquish, remise, waive and forever discharge, DEFENDANT, and its stockholders, officers, directors, general partners, limited partners, agents, members, managers, employees, attorneys, agents, successors and assigns, of and from any and every claim, demand, condition, injury or cause of action, known or unknown, for or on account of any claim of any nature whatsoever, but limited to claims which arose from or which are related to those referenced in the Action.
8. DEFENDANT does, for itself and for any and all persons, firms, corporations, and entities claiming by or through them, and for its successors and assigns, hereby fully release, relinquish, remise, waive and discharge, CAPI, and its stockholders, officers, directors, general partners, limited partners, agents, members, managers, employees, attorneys, agents, successors and assigns, of and from any and every claim, demand, condition, injury or cause of action, known or unknown, for or on account of any claim of any nature whatsoever, but limited to claims which arose from or which are related to those referenced in the Action.
9. Each party agrees to bear its own fees and costs incurred in the Action.
10. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements or understandings, written or oral,

between the parties pertaining to the subject matter. There are no other promises or agreements which shall be binding on the parties with respect to this subject matter unless contained in this Agreement.

11. This Agreement is made to avoid the uncertainty and expense of litigation and is not to be considered as an admission of liability, all liability being expressly denied by the parties.
12. The undersigned parties have read the foregoing and fully understand its terms, conditions and provisions and have had a full opportunity to review this Agreement with their attorneys.
13. This Agreement may be executed by the parties in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute a signed Agreement. Facsimile signatures are binding on the parties as if they were original signatures.

EXECUTED this ____ day of July, 2014.

CITIZENS AWARENESS FOUNDATION,
INC.

By: _____

By: _____

Its: _____

Its: _____

THE O'BOYLE LAW FIRM, P.C.

By: _____

By: _____

Nickalaus Taylor, Esq.
Attorney for Citizens Awareness Foundation,
Inc.

Attorneys for Town of Lake Park

Ordinance on First Reading

TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 3, 2014

Agenda Item No. 3

Agenda Title: AN ORDINANCE PROVIDING FOR THE TOWN'S CONSENT TO THE INCLUSION OF THE TOWN INTO PALM BEACH COUNTY'S FIRE/ RESCUE MUNICIPAL SERVICE TAXING UNIT (MSTU)

- Special presentation/reports, Board appointment, Public hearing ordinance on 1st reading, New business, Other.

Approved by Town Manager [Signature] Date: 8/22/14

Blake K. Rane Finance Director Name/Title

Table with 2 columns and 2 rows containing department info (FINANCE), costs (\$0.00), attachments, and advertising status.

Summary Explanation/Background:

During the second workshop meeting of the draft of the 2014-2015 annual operating budget, the Town Commission discussed the possibility of separating out the cost of annual fire/rescue services from the ad valorem taxes collected within the General Fund...

Recommended Motion: I move approval of Ordinance 12-2014 on first reading.

ORDINANCE NO. 12-2014

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA; PROVIDING FOR THE TOWN'S CONSENT TO THE INCLUSION OF THE ENTIRE TERRITORY WITHIN THE TOWN OF LAKE PARK'S MUNICIPAL BOUNDARIES INTO PALM BEACH COUNTY'S FIRE/RESCUE MUNICIPAL SERVICE TAXING UNIT FOR FIRE-RESCUE, FIRE PROTECTION, ADVANCED LIFE SUPPORT (OR SIMILAR EMERGENCY SERVICES), FIRE CODE ENFORCEMENT AND OTHER NECESSARY AND INCIDENTAL SERVICES; PROVIDING FOR INTENT, PURPOSE, CONSENT AND DURATION; PROVIDING FOR EARLIER REPEAL OF ORDINANCE; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; ACKNOWLEDGING LIMITATION ON AD VALOREM MILLAGE RATE FOR MUNICIPAL PURPOSES.

WHEREAS, pursuant to Section 125.01(1)(q) and (r), Florida Statutes, the Florida Legislature has empowered counties to establish Municipal Service Taxing Units ("MSTU"s), whereby a County may levy a tax, within the MSTU for certain essential municipal services, including the provision of fire-rescue services; and

WHEREAS, pursuant to Section 125.01(1)(q), Florida Statutes, a municipality may be included within an MSTU, subject to approval by ordinance of the governing body of the municipality giving consent either annually or for a term of years; and

WHEREAS, Palm Beach County (the "County") established an "MSTU" known as the Fire/Rescue MSTU to provide fire protection, fire rescue, advanced life support (or similar emergency services), code enforcement and other services necessary and incidental to the purpose for which the MSTU was created; and

WHEREAS, the Town Commission of the Town of Lake Park (the "Town") desires to consent to the inclusion of all territory lying within the municipal boundaries of the Town within the County's Fire/Rescue MSTU for fire-rescue services benefitting residents within the Town; and believes that such inclusion is in the best interests of the health, safety and welfare of the citizens of the Town of Lake Park.

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

Section 1: It is the intent, purpose and effect of this ordinance to comply with the provisions of Section 125.01(1)(q), Florida Statutes. The Town Commission of the Town of Lake Park hereby consents to the inclusion of all territory within the incorporated municipal boundaries of the Town, as may be amended from time to time, within the County's Fire/Rescue Municipal Service Taxing Unit (the "Fire/Rescue MSTU"), which was established pursuant to enabling legislation adopted by the Board of County Commissioners of Palm Beach County. The purpose of the enactment of this ordinance is to enable the County to provide fire-rescue and related services within the territorial limits of the Town including, but not limited to, the enforcement of the Florida Fire Prevention Code and Palm Beach County Local Amendments thereto (the "Fire Code") and any other applicable laws and regulations.

Section 2: The provisions of this ordinance shall become effective December 31, 2014 to be implemented for tax year 2015, for County fire-rescue and related services to begin at 7:30 a.m. on October 1, 2015. The Town's consent to be included in the County's Fire/Rescue MSTU shall continue for a term of ten (10) years through December 31, 2024; provided, however, that the Town's consent and inclusion in the County's Fire/Rescue MSTU shall be deemed to continue through 7:30 a.m. on October 1, 2025, to the extent necessary to enable the County to provide within the Town fire/rescue and related services including, but not limited to, the enforcement of the Fire Code and any other applicable laws and regulations.

Section 3: Should the Town intend to repeal this ordinance prior to its expiration on December 31, 2024, the Town shall provide written notice to Palm Beach County, by March 1st of any given year, of the Town's intent to repeal this Ordinance, with such repeal to be effective December 31st of the same year; and the Town shall provide a certified copy of the repealing ordinance to the County and the Property Appraiser by said December 31st. In such case, the Town's inclusion in the County's Fire/Rescue MSTU shall terminate on said December 31; provided, however, that the Town's inclusion in the County's Fire/Rescue MSTU shall be deemed to continue through the following October 1 at 7:30 a.m. to the extent necessary to enable the County to provide within the Town fire-rescue and related services, including, but not limited to, the enforcement of the Fire Code and any other applicable laws and regulations.

Section 4: Repeal of Conflicting Ordinances: All other ordinances and parts of the ordinances in conflict with any provisions of this ordinance are hereby repealed to the extent of the

conflict.

Section 5: Severability: Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or any part thereof other than the part to be declared invalid.

Section 6: Effective Date: This Ordinance shall become effective on December 31, 2014, provided that the Board of County Commissioners of Palm Beach County has adopted an ordinance providing for the inclusion of the territorial limits of the Town within the County's Fire/Rescue MSTU. The Town's continuing participation in the MSTU is contingent upon the County maintaining an ordinance including the Town within the MSTU.

Section 7: The Town acknowledges that by opting into the MSTU, it cannot levy an annual ad valorem millage rate that would exceed the ten (10) mill cap for municipal purposes when combined with the Fire/Rescue MSTU's annual ad valorem levy.

[Remainder of page left blank intentionally]

The Mayor thereupon declared this Ordinance approved and adopted by the Town Commission of the Town of Lake Park, Florida, duly passed and adopted this ____ day of _____, 2014.

TOWN OF LAKE PARK, FLORIDA

James DuBois, Mayor

ATTEST:

, TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

, TOWN ATTORNEY

Ordinance on Second Reading

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 3, 2014

Agenda Item No. 4

Agenda Title: AMENDMENT OF SECTIONS 18-120 THROUGH 18-127 OF THE TOWN CODE OF ORDINANCES RELATED TO SPECIAL EVENTS.

- Checkboxes for SPECIAL PRESENTATION/REPORTS, BOARD APPOINTMENT, PUBLIC HEARING - ORDINANCE ON 2nd READING, NEW BUSINESS, OTHER, CONSENT AGENDA, OLD BUSINESS.

Approved by Town Manager [Signature] Date: 8/22/14

Nadia Di Tommaso / Community Development Director [Signature]

Table with 3 columns: Originating Department (Community Development), Costs (Legal Ad, Funding Source: Town Clerk, Acct. # 106-48100), Attachments (Ordinance 11-2014, Legal Ad), Advertisment (Date: 08/24/2014, Paper: Palm Beach Post), and notification details.

Summary Explanation/Background:

Ordinance on first reading APPROVED (5-0) - Wednesday, August 20, 2014

Discussion on first reading: There was some discussion regarding possibly extending the permitted special event signage installation timeframe. The existing Code provisions for special event signage in Chapter 70, Section 70-103(3)(e) and Chapter 78, Section 78-70-7 which is specific to the Park Avenue Downtown District, limits the placement of special event signage to 14 consecutive days, while Chapter 78, Division 5, Section 5-4 which is specific to Northlake Boulevard, limits the special event signage to 15 days plus an additional 48 hours following the event. If the Town Commission would like to entertain a modification to any one of these Code Sections, a separate Ordinance is required.

This Ordinance on second reading relating solely to Chapter 18 of the Town Code remains unchanged from its first reading. It is proposing to: (1) provide for an extended review timeframe for special event permit applications, and (2) modify the language so as to have it more accurately reflect the special event review procedure. This item is not proposing any new procedures or fees other than the extended review timeframe mentioned above; however, it is proposing to address more clearly the special event permit application requirements and criteria for review. The changes being proposed by staff are found in redline format in the attached Ordinance.

Recommended Motion: I move to ADOPT Ordinance 11-2014 on 2nd reading.

ORDINANCE NO. 11-2014

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 18, ARTICLE IV, OF THE TOWN CODE ENTITLED "SPECIAL EVENT PERMITS; PROVIDING FOR THE AMENDMENT OF SECTION 18-120 TO SPECIFY WHEN A SPECIAL EVENT PERMIT IS REQUIRED; PROVIDING FOR THE AMENDMENT OF SECTION 18-121 IDENTIFYING DEADLINES FOR THE SUBMISSION OF SPECIAL EVENT PERMIT APPLICATIONS; PROVIDING FOR THE AMENDMENT OF SECTION 18-122 SPECIFYING THE CRITERIA FOR THE REVIEW OF SPECIAL EVENT PERMITS; PROVIDING FOR THE AMENDMENT OF SECTION 18-123 TO REQUIRE APPLICANTS FOR SPECIAL EVENT PERMITS TO ARRANGE FOR SANITATION SERVICES FROM THE PUBLIC WORKS DEPARTMENT AND ESTABLISHING INSURANCE REQUIREMENTS; PROVIDING FOR THE AMENDMENT OF SECTION 18-124 PERTAINING TO THE ISSUANCE OF PERMITS ONLY UPON MEETING ALL OF THE ESTABLISHED CRITERIA AND PAYMENT OF ALL FEES; PROVIDING FOR THE AMENDMENT OF SECTION 18-125 TO ELIMINATE THE REQUIREMENT TO PROVIDE A TRAFFIC CIRCULATION PLAN AND REPLACING IT WITH THE AUTHORITY TO REVOKE A SPECIAL EVENT PERMIT UPON THE DETERMINATION THAT THE CONDITIONS UPON WHICH THE PERMIT HAS BEEN ISSUED HAVE BEEN VIOLATED; PROVIDING FOR THE REPEAL OF SECTIONS 18-126 AND SECTION 18-127; 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 Commission has adopted general provisions pertaining to special event permits in the Town, which have been codified at Chapter 18, of the Code of Ordinances; and

WHEREAS, Town staff has recommended to the Town Commission that Sections 18-120 through 18-127 of Chapter 18 be amended to provide additional guidelines, controls, and standards for special event permits within the Town; and

WHEREAS, the Town Commission, has reviewed the recommendations of staff and has determined that amending Chapter 18, Article IV of the Code Town would further the public health, safety and general welfare.

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

Section 1. The whereas clauses are hereby incorporated as true and correct findings of fact of the Town Commission.

Section 2. Sections 18-120 through 18-127 are hereby amended as follows:

Sec. 18-120. Purpose Special event permit required.

(a) ~~Special events permits are issued by the town for events which may include but are not limited to, the following type of activities conducted within the town, which due to the nature and/or extensiveness of the event, may have an impact on the town or a portion of the town, which thereby warrants the requirement of a special event permit.~~ A special event permit is required when the activity being conducted is expected to impact the Town or a portion of the Town beyond the normal operations or operating hours of a business, neighborhood, park or other public property, or when the exterior of a property is utilized beyond its approved use. In some cases, special events may require the temporary installation of infrastructure. Examples of special events include; grand openings and special sales events for commercial and business uses; religious functions and other types of ceremonies, craft shows and fairs, festivals and holiday events, residential/neighborhood block parties, certain sports and recreation events and functions, fundraisers, events and functions held in town parks or on town property, and other resident or residential, business and commercial events that meet the criteria and requirements of this article, and which the town's Community Development Director, in his/her sole discretion

determines will not be injurious to the public health, safety and general welfare of the town, and its residents, business owners, and visitors.

(b) Special events permits may be issued by the Town for single use special events and for multiple special events not to exceed more than 12 special events per property per calendar year, with not more than 4 special events per calendar year per the same applicant, or any person or entity affiliated with a prior permit-holder, notwithstanding any other existing town code provisions and other regulations which might otherwise prohibit the proposed special event. Special events permits are not intended, nor shall the issuance of a special event permit by the Town be deemed or construed to supersede existing zoning and other Town regulations, or to effectuate or constitute a waiver of such regulations. Not more than four special events permits shall be issued by the town to any applicant or any person or entity affiliated with a prior permit-holder, including individuals, businesses, commercial uses, and other types of applicants, in any single calendar year. Applicants, which are found to have attempted to circumvent this prohibition by using another person or entity as a qualifier or surrogate applicant, may be barred from applying for and obtaining another special events permit from the town for up to three years.

Sec. 18-121. Application deadlines for permit; specific uses; conditions.

Applications for a special events permit shall be submitted on forms provided by the Town to the eCommunity dDevelopment dDepartment for approval or denial. A technically complete application Applications must be submitted to the eCommunity dDevelopment dDepartment not less than 2114 calendar days prior to the date of the proposed special event. For special events held in Town parks, or on Town Property, an applicant shall obtain submit a special event permit from to the Town at least 6045 days in advance of the proposed special event. The eCommunity dDevelopment dDirector may shall be responsible for issuing all special event permits, however, in the event that an applicant but for permits that requires either a any one of the following: (1) waiver of Town imposed fees; or (2) closure of any Town streets for more than a 24-hour period, such, These requests must be approved by the Town Commission. approve special events permits, which have minimal impacts on surrounding uses. Uses which are determined by the Community Development Director to have potential significant impacts on surrounding uses shall require the approval of the town commission. Uses which typically have minimal impacts on surrounding uses include, but are not limited to, art, antique and craft shows, block (street) parties, and other neighborhood events, grand opening sales, outdoor fundraising events, outdoor religious ceremonies, sidewalk sales, tent

~~sales, Christmas holiday tree sales, lunch wagons, tent sales, and pumpkin sales. Applications for special events permits shall be submitted on forms prepared by the town and shall contain a detailed statement of the location(s), hours and dates of operation, and any other information deemed necessary by the Community Development Director to assist with processing the permit application. A copy of any contract between the applicant and any person providing rides, musical, theatrical and/or mechanical entertainment or amusement devices for the event shall also be submitted to the completed application. The Community Development Director or town commission Town Commission, whichever has ~~f~~Final approval of a special event permit issued by either the Community Development Director or approved by the Town Commission authority, may impose conditions ~~of the permit approval~~ which are deemed necessary to protect or further the public health, safety, and general welfare.~~

Sec. 18-122. Criteria for review of permit.

(a) *Generally.* Prior to issuing a special events permit, the ~~e~~Community ~~d~~Development ~~d~~Director or designee ~~and/or the town commission~~ shall review the application for a special events permit and all other supporting documentation submitted by the applicant in conjunction with the following criteria and any additional relevant factors or considerations to determine whether a special event permit shall be issued by the Ttown:

(1) Will the requested special event be injurious to the area involved or otherwise detrimental to the public health, safety and welfare?

~~If yes, does the benefit of granting the permit outweigh the potential negative or detrimental effects?~~

(2) Will any nuisance or hazardous feature or activity involved in the special event be suitably separated from adjacent uses? If yes, does the application adequately detail the methods and means to be used to buffer adjacent uses from the nuisance or harmful effects that the special event may generate, and does the ~~e~~Community ~~d~~Development ~~d~~Director concur that the applicant's proposal will be sufficient in this regard?

(3) Will excess vehicular traffic be generated on residential streets? If so, will off-duty law enforcement personnel be necessary? Are there other mitigating solutions which can be implemented to address the effects of excess traffic?

(4) Will a vehicular parking problem be created either internal or external to the site of the special event? If so, has the applicant provided any mitigation plan, such as off-site valet parking or other proposals to relieve anticipated parking problems?

(5) Will the special event have potential negative audible effects, and if so, to what extent, and has the applicant presented any noise mitigation plan with the application?

(6) Will the special event violate any other provisions of the Town Code, and if so, what Code sections are in conflict? ~~Will the benefit of granting the permit outweigh the effect of the violation(s) of the other requirements of other sections of the Town Code?~~

(7) Will the use be temporary in nature, and not include any permanent improvements? If permanent improvements are proposed and approved by the Town, the applicant may be required to transfer ownership of any improvements to the town via a bill of sale or other legal instrument.

(8) Will the impacts of nonresidential uses on residential properties be minimized, and if so how?

(9) Will any streets, roads, or rights-of-way be closed? ~~that may have significant impacts on the overall traffic patterns that cannot be adequately mitigated by an alternate~~ Has a Maintenance of Traffic (MOT) circulation plan been submitted? ~~If yes, what are the costs and expenses for the road closures and related measures that may be required to detour traffic such as law enforcement personnel directing traffic, barricades, etc., and h~~ Has the applicant agreed to make the necessary arrangements and pay all related expenses in advance?

(10) Will any proposed signage comply with the sign code requirements of chapter 70 of this Code and has a separate signage application been submitted?

Sec. 18-123. Additional criteriaonditions for permit approval.

~~As appropriate, the town commission or the The community dDevelopment director may provide conditions for the permit approval: Conditions of permit approval may impose conditions as part of the permit~~

approval which of permit approval may include, but are not limited to, the following:

- (1) *Hours of operation.* Limitations on the hours of operation of the special event.
- (2) *Noise limitations.* Noise limitations more restrictive than the provisions of the Ttown Ccode which may be imposed to the protection for the benefit of adjacent surrounding uses.
- (3) *Traffic control.* A Maintenance of Traffic (MOT) plan To-ensuring adequate and safe traffic control, provisions for the placement of barricades, signage, or law enforcement personnel, will be required for all proposed street closures and must be provided may be required at the sole expense of the applicant. Any required traffic control and/or safety devices must be arranged for and pre-paid by the applicant prior to the issuance of the permit, and proof of same shall be submitted by the applicant to the eCommunity dDevelopment dDirector for determination of compliance with any such condition.
- (4) *Sanitary restroom facilities.* Sanitary facilities shall be provided at the sole expense of the applicant, and shall be placed in a location(s) which will not negatively impact surrounding-adjacent properties. Any required sanitary facilities must be arranged for and pre-paid by the applicant prior to the issuance of the permit, and proof of same shall be submitted by the applicant to the eCommunity dDevelopment dDirector for determination of compliance with any such condition.
- (5) *Food and beverages.* The preparation and sale of food and beverages is prohibited unless a permit is obtained from the Palm Beach Ccounty Hhealth Ddepartment, and any other regulatory bodies with jurisdiction. The applicant event organizer is solely responsible for ensuring all food and beverage vendors are licensed.
- (6) *Trash and garbage disposal.* Provisions for on-site garbage and trash containers and their disposal shall be provided in a location so as to prevent negative impacts on surrounding properties. All sites for special events shall be maintained in a neat and orderly manner, including the final collection and disposal of all wastes at the end of the special event. Applicants must make arrangements with the Town of Lake Park Public Works Department for special events held on public property, prior to the

issuance of a special event permit and the applicant is responsible for the pre-payment of required sanitation services.

~~(7) — *Insurance.* Liability insurance, of at least \$1,000,000.00, may be required to be obtained by the Applicant with the coverages and insurance provider to be approved by the town. Such liability insurance shall insure both the applicant Applicant and the town as an additional named insured.~~

~~(7)~~

Insurance. Insurance is required for events on Town property only. Insurance coverage must be obtained by the applicant and evidenced by a certificate of insurance coverage with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, and naming the Town of Lake Park as the certificate holder and as an additional insured with respect to commercial general liability. If liquor is to be served at the special event, the certificate of insurance must include liquor legal liability insurance coverage usual to the insured's operations with the minimum limit of \$1,000,000. Proof of insurance must be submitted prior to the issuance of the Special Event Permit. Applicants which are found to have attempted to circumvent this requirement by using another person/entity for the purposes of obtaining the required insurance coverage shall be barred from obtaining another special event permit within the Town for three years.

(8) *Surety or bond.* A reasonable surety or a bond may be required to insure and secure any expenses that may be incurred by the Ttown as a result of the permitted special event.

(9) *Other applicable zoning regulations.* Special events shall comply with all other applicable regulations of the Town Code.

(10) *Building and sign permits.* Necessary building, sign, electrical, engineering, or similar permits shall be obtained prior to commencement of thea special event.

(11) *Crowd control.* To ensure adequate and safe crowd control, provisions for security or law enforcement may be required by the Town's law enforcement services agency at the sole expense of the applicant.

(12) Non-profit organizations: A non-profit organization which proposes a special event shall submit the Certificate of Insurance along with the other information required in the application form.

(132) Other conditions. Any eOther applicableappropriate conditions may be imposed by the Community Development Director, in conjunction with all reviewing departments, to ensure that the special event does not create a nuisance.

Sec. 18-124. Permit issuance.

Special events permits issued pursuant to this article shall only be issued to the , following the submittal of all required paperwork and payment of all required fees. payment of the appropriate application fee to:

(1) — A business, organization or individual possessing a valid town business tax receipt; or

(2) — A town resident for a special event to be held at a residence located within the town or in or upon other public or private property within the town who has paid all the respective special event fees associated with the event; or (3) — A business which does not operate a business in the Town, entity or an individual who is not a resident of the Town who has paid all the special event fees for the proposed event.

Sec. 18-125. Traffic circulation plan.

ApplicantApplicants submitting applications for special events to be located within the a public right-of-way of an arterial or collector road for a period of more than one day must be approved by the town commissionTown Commission, and the applicant shall submit a traffic circulation plan which is subject to the review and final approval of the town commission. Applicants submitting applications for special events to be located within the public right-of-way of a local road, or within an arterial or collector road for one day shall also submit a traffic circulation planThe traffic circulation plan which shall be subject to the review and final approval of the Ttown staff, including, but not limited to, the Ttown Mmanager and the Ddirector of Ppublic Wworks.

Sec. 18-1265. Cancellation Revocation of permit.

A special events permit may be canceledrevoked by the eCommunity dDevelopment dDirector upon a determination thatat any time if the terms or

~~conditions of the special events permit are has been violated or cannot be met. If an Applicant cannot meet the conditions required for the issuance of the special events permit, the permit may be revoked. If this determination is made during or after the event takes place, the applicant of the special event In addition, an Applicant who does not abide by the conditions of a special event permit may will be subject to the forfeiture of 50% of the deposit for events on Town property, or a \$150 penalty for events on private property and will be subject to code enforcement proceedings as established in the Town Code. When possible, all cancellations shall be in writing and sent by certified and regular mail to the applicant at the address listed on the special events permit application, and the cancellation notice shall state the reason for the cancellation.~~

Sec. 18-127. Appeal of cancellation of permit.

~~Any special events permit which is cancelled by the Community Development Director may be appealed in writing to the town commission within ten business days of the date of the issuance of the written notice of cancellation by the Community Development Director.~~

Section 3. 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 4. Repeal of Laws in Conflict. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 5. Codification. The provision of this Ordinance shall become and be made a part of the Code of Ordinances for the Town of Lake Park. The Sections of the Ordinance may be renumbered or re-lettered to accomplish such.

Section 6. Effective date. This Ordinance shall take effect immediately upon passage.

LEGAL NOTICE OF PROPOSED ORDINANCE TOWN OF LAKE PARK

Please take notice that on Wednesday, September 3, 2014 at 6:30 p.m. or soon thereafter the Town Commission, of the Town of Lake Park, Florida in a regular session to be held in the Commission Chambers, Town Hall, 535 Park Avenue, Lake Park, Florida will consider the following Ordinance on second reading and proposed adoption thereof:

ORDINANCE NO. 11- 2014

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 18, ARTICLE IV, OF THE TOWN CODE ENTITLED "SPECIAL EVENT PERMITS; PROVIDING FOR THE AMENDMENT OF SECTION 18-120 TO SPECIFY WHEN A SPECIAL EVENT PERMIT IS REQUIRED; PROVIDING FOR THE AMENDMENT OF SECTION 18-121 IDENTIFYING DEADLINES FOR THE SUBMISSION OF SPECIAL EVENT PERMIT APPLICATIONS; PROVIDING FOR THE AMENDMENT OF SECTION 18-122 SPECIFYING THE CRITERIA FOR THE REVIEW OF SPECIAL EVENT PERMITS; PROVIDING FOR THE AMENDMENT OF SECTION 18-123 TO REQUIRE APPLICANTS FOR SPECIAL EVENT PERMITS TO ARRANGE FOR SANITATION SERVICES FROM THE PUBLIC WORKS DEPARTMENT AND ESTABLISHING INSURANCE REQUIREMENTS; PROVIDING FOR THE AMENDMENT OF SECTION 18-124 PERTAINING TO THE ISSUANCE OF PERMITS ONLY UPON MEETING ALL OF THE ESTABLISHED CRITERIA AND PAYMENT OF ALL FEES; PROVIDING FOR THE AMENDMENT OF SECTION 18-125 TO ELIMINATE THE REQUIREMENT TO PROVIDE A TRAFFIC CIRCULATION PLAN AND REPLACING IT WITH THE AUTHORITY TO REVOKE A SPECIAL EVENT PERMIT UPON THE DETERMINATION THAT THE CONDITIONS UPON WHICH THE PERMIT HAS BEEN ISSUED HAVE BEEN VIOLATED; PROVIDING FOR THE REPEAL OF SECTIONS 18-126 AND SECTION 18-127, PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT, PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

If a person decides to appeal any decision made by the Town Commission with respect to any hearing they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311

Vivian Mendez, CMC, Town Clerk

Town of Lake Park, Florida

PUB: The Palm Beach Post

8-24/2014 #292171

RECEIPT

Ad Name: 581799A

Ad ID: 581799

Original Ad ID:

Start: 08-24-2014
Stop: 08-24-2014
Issues: 1
Words: 360
Dimension: 1 X 92
Color:

Editions:
PB Post Web
PB Post

ILLUSTRATION OF PROPOSED DEVELOPMENT OF LACE PARK

Proposed development of Lace Park, located at the intersection of the Town of Palm Beach, Florida, and the Town of Boca Raton, Florida, as shown on the attached map. The proposed development consists of a 100-unit residential development, including a 100-unit townhome development, a 100-unit single-family detached development, and a 100-unit townhome development. The proposed development is located on a 100-acre site, and is shown on the attached map. The proposed development is shown on the attached map, and is shown on the attached map. The proposed development is shown on the attached map, and is shown on the attached map.

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Ad shown is not actual print size.

New Business

TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 3, 2014

Agenda Item No. 5

Agenda Title: Resolution Authorizing the Town Manager to Renew for Fiscal Year 2015 the Employee Medical Insurance through Florida Blue; the Employee Dental Insurance through MetLife; the Employee Vision Insurance through MetLife SafeGuard; and, the Contract with The Center for Family Services of Palm Beach County, Inc. for an Employee Assistance Program

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *[Signature]* Date: 8/18/14

Name/Title *Jane M. Kiffon-Suarez*
HUMAN RESOURCES DIRECTOR

Originating Department: Human Resources	Costs: \$ <u>408,908.82</u> Funding Source: Various Acct. # Various as funded in FY 2014 budget <input checked="" type="checkbox"/> Finance <u><i>BKR</i></u>	Attachments: Resolution; Gehring Group Medical Insurance RFP Evaluation, Dental Insurance RFP Evaluation, Vision Insurance RFP Evaluation; and, Fiscal Year 2015 and Current Contracts with The Center for Family Service of Palm Beach County, Inc.
Advertised: 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 <u>BMT</u> OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background

Medical Insurance:

The current provider of the Town's employee medical insurance is Florida Blue, which is due for renewal on October 1, 2014 for Fiscal Year 2015. Gehring Group obtained from Florida Blue an in-network renewal rate of 12.57 percent, or \$44,882.22, over the expiring coverage for Fiscal Year 2014. At the direction of staff, and in order to obtain the most competitive renewal rates, Gehring Group submitted a market request for proposals to several carriers. The following carriers responded:

- Florida Blue
- United Healthcare

Aetna, Cigna, Florida League of Cities, and Humana declined to provide a quote for medical insurance coverage.

Florida Blue provided a revised renewal rate of 8.20 percent, or \$22,139.58, over the expiring coverage. United Healthcare provided rates for its Choice Plus Plan OGT-RX 40 and its Choice Plus Plan OGT-RX 44 plans. Based upon its review of the most competitive rates offered by United Healthcare, which is the Choice Plus Plan OGT-RX40 plan, staff directed that Gehring Group again approach Florida Blue for a more competitive renewal rate. The resultant best and final revised in-network renewal rate provided by Florida Blue is 5.14 percent, or \$18,349.80, over the expiring coverage.

Attached as **Exhibit A** is the Medical Insurance RFP Evaluation prepared by Gehring Group which sets forth the best and final revised renewal rates presented by Florida Blue, and the rates provided by United Healthcare.

After careful review, and upon recommendation by Gehring Group, staff recommends that the medical insurance coverage for Town employees be renewed with Florida Blue for Fiscal Year 2015.

Dental Insurance:

The current provider of the Town's employee dental insurance is MetLife which is due for renewal on October 1, 2014. At the direction of staff, and in order to obtain competitive renewal rates, Gehring Group submitted a market request for proposals to several carriers for such coverage. The following carriers responded:

- MetLife
- Ameritas
- Assurant
- Mutual of Omaha
- The Standard
- Florida Combined Life
- Delta Dental

MetLife has provided an in-network renewal rate with a -0.9 percent decrease, or -\$234.12, from the expiring coverage.

Attached as **Exhibit B-1** is the Dental Insurance RFP Evaluation prepared by Gehring Group which sets forth the renewal rates presented by MetLife as well as the most competitive rates obtained for Fiscal Year 2015. Copies of the Gehring Group Dental Insurance RFP Evaluations of all of the quotes received are also included at **Exhibit B**.

After careful review, and upon recommendation by Gehring Group, staff recommends that the dental insurance coverage for Town employees be renewed with MetLife for Fiscal Year 2015.

Vision Insurance:

The current provider of the Town's employee vision insurance is MetLife SafeGuard which is due for renewal on October 1, 2014. At the direction of staff, and in order to obtain competitive renewal rates, Gehring Group submitted a market request for proposals to several carriers for such coverage. The following carriers responded:

- MetLife SafeGuard
- Ameritas
- MetLife
- EyeMed
- Superior Vision
- Assurant

MetLife SafeGuard has provided an in-network renewal rate with no increase or decrease from the expiring coverage.

Attached as **Exhibit C-1** is the Vision Insurance RFP Evaluation prepared by Gehring Group which sets forth the renewal rates presented by MetLife SafeGuard as well as the most competitive rates obtained for Fiscal Year 2015. Copies of the Gehring Group Vision Insurance RFP Evaluations of all of the quotes received are also included at **Exhibit C**.

After careful review, and upon recommendation by Gehring Group, staff recommends that the vision insurance coverage for Town employees be renewed with MetLife SafeGuard for Fiscal Year 2015.

Employee Assistance Program:

The Town's current administrator of its Employee Assistance Program is The Center for Family Services of Palm Beach County, Inc. (the "Center") and such contract is due for renewal on October 1, 2014. The basic level of services will remain unchanged from Fiscal Year 2014.

The rate for the administration of the Employee Assistance Program by the Center will remain unchanged and will be as follows: \$3.38 per employee per month (based upon 65 employees) = \$2,636.40 per year.

The above amount will be billed to the Town on a quarterly basis of \$659.10 per fiscal quarter.

Staff is recommending renewal of the contract with The Center for Family Services for Fiscal Year 2015. A copy of the Fiscal Year 2015 contract with The Center for Family Services, as well as the current contract for Fiscal Year 2014, is attached at Exhibit D.

Life Insurance, Long Term Disability and Short Term Disability Insurance:

As information, the current provider of the Town's employee life, long-term and short-term disability insurance is Lincoln Financial Group, which is not due for renewal at this time inasmuch as this carrier has provided the Town with a rate guarantee through the end of Fiscal Year 2015.

Recommended Motion: In order to provide continuing medical insurance, dental insurance vision insurance and an Employee Assistance Program for Town employees, I move to adopt Resolution ~~00-14~~

26-09-14

RESOLUTION NO. 26-09-14

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE TOWN MANAGER TO RENEW FOR FISCAL YEAR 2015 THE EMPLOYEE MEDICAL INSURANCE THROUGH FLORIDA BLUE; THE EMPLOYEE DENTAL INSURANCE THROUGH METLIFE; THE EMPLOYEE VISION INSURANCE THROUGH METLIFE SAFEGUARD; AND, THE CONTRACT WITH THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC. FOR AN EMPLOYEE ASSISTANCE PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission has determined that it will provide the Town's employees with medical insurance, dental insurance, and vision insurance coverage for Fiscal Year 2015; and

WHEREAS, the Town Commission has determined that it will provide the Town's employees with an employee assistance program for Fiscal Year 2015; and

WHEREAS, the Town Commission of the Town of Lake Park has reviewed the medical, dental, and vision renewal evaluations effective October 1, 2014 presented by Gehring Group, copies of which are attached hereto and incorporated herein at **Exhibit A**, **Exhibit B**, and **Exhibit C** respectively; and

WHEREAS, the Town Commission has determined that it is in the best interest of the Town of Lake Park to renew for Fiscal Year 2015 its employee medical insurance through Florida Blue; to renew for Fiscal Year 2015 its employee dental insurance through MetLife; and, to renew for Fiscal Year 2015 its employee vision insurance through MetLife SafeGuard; and

WHEREAS, the Town Commission has determined that it is in the best interest of the Town of Lake Park to renew for Fiscal Year 2015 its contract with The Center for Family Services of Palm Beach County, Inc. for the provision of an Employee Assistance Program. A copy of The Center for Family Services of Palm Beach County, Inc. contract is attached hereto and incorporated herein as **Exhibit D**; and

WHEREAS, the Town Commission of the Town of Lake Park has directed that adequate funds be allocated for such coverage in Fiscal Year 2015.

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

Section 1. The whereas clauses are incorporated herein as true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Commission hereby authorizes and directs the Town Manager to renew its Florida Blue employee medical insurance for Fiscal Year 2015 pursuant to the Medical Insurance RFP Evaluation presented by Gehring Group, a copy of which is attached hereto as **Exhibit A.**

Section 3. The Town Commission hereby authorizes and directs the Town Manager to renew its MetLife employee dental insurance for Fiscal Year 2015 pursuant to the Dental Insurance RFP Evaluation presented by Gehring Group, a copy of which is attached hereto as **Exhibit B-1.**

Section 4. The Town Commission hereby authorizes and directs the Town Manager to renew its MetLife SafeGuard vision insurance for Fiscal Year 2015 pursuant to the Vision Insurance RFP Evaluation presented by Gehring Group, a copy of which is attached hereto as **Exhibit C-1.**

Section 4. The Town Commission hereby authorizes and directs the Town Manager to execute the contract with The Center for Family Services of Palm Beach County, Inc., a copy of which is attached hereto as **Exhibit D,** for the provision of an Employee Assistance Program for Fiscal Year 2015.

Section 6. This Resolution shall become effective immediately upon adoption.

EXHIBIT A

Town of Lake Park
Medical Insurance RFP Evaluation
Effective Date: October 1, 2014

CURRENT

RENEWAL

REVISED RENEWAL

REVISED RENEWAL

	Florida Blue Predictable Cost Plan 03769		Florida Blue Predictable Cost Plan 03769		Florida Blue Predictable Cost Plan 03769		Florida Blue Predictable Cost Plan 03769	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Deductible								
Single	\$500	\$1,500	\$500	\$1,500	\$500	\$1,500	\$500	\$1,500
Family	\$1,500	\$4,500	\$1,500	\$4,500	\$1,500	\$4,500	\$1,500	\$4,500
Out of Pocket Maximum	<i>Includes CYD, Coins, & Copays Excludes Pp</i>		<i>Includes All Costs</i>		<i>Includes All Costs</i>		<i>Includes All Costs</i>	
Single	\$3,000	\$6,000	\$3,000	\$6,000	\$3,000	\$6,000	\$3,000	\$6,000
Family	\$6,000	\$12,000	\$6,000	\$12,000	\$6,000	\$12,000	\$6,000	\$12,000
Consurance	20%	50%	20%	50%	20%	50%	20%	50%
Office Visits								
Physician Office Visit	\$25	CYD + 50%	\$25	CYD + 50%	\$25	CYD + 50%	\$25	CYD + 50%
Specialist Visit	\$60	CYD + 50%	\$60	CYD + 50%	\$60	CYD + 50%	\$60	CYD + 50%
Preventive Services (Wellness)	No Charge	50%	No Charge	50%	No Charge	50%	No Charge	50%
Independent Clinical Lab	No Charge	CYD + 50%	No Charge	CYD + 50%	No Charge	CYD + 50%	No Charge	CYD + 50%
Advanced Imaging	CYD + 20%	CYD + 50%	CYD + 20%	CYD + 50%	CYD + 20%	CYD + 50%	CYD + 20%	CYD + 50%
Chiropractic	\$60	CYD + 50%	\$60	CYD + 50%	\$60	CYD + 50%	\$60	CYD + 50%
Urgent Care Center	\$65	CYD + 50%	\$65	CYD + 50%	\$65	CYD + 50%	\$65	CYD + 50%
Hospital								
Inpatient	CYD + 20%	CYD + 50%	CYD + 20%	CYD + 50%	CYD + 20%	CYD + 50%	CYD + 20%	CYD + 50%
Outpatient	CYD + 20%	CYD + 50%	CYD + 20%	CYD + 50%	CYD + 20%	CYD + 50%	CYD + 20%	CYD + 50%
Physician Services at Hospital	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Emergency Room Visit	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300
Ambulance	CYD + 20%	In-Net CYD + 20%	CYD + 20%	In-Net CYD + 20%	CYD + 20%	In-Net CYD + 20%	CYD + 20%	In-Net CYD + 20%
Mental Health / Substance Abuse								
Inpatient	No Charge	50%	No Charge	50%	No Charge	50%	No Charge	50%
Outpatient	No Charge	50%	No Charge	50%	No Charge	50%	No Charge	50%
Prescription Drugs								
Generic	\$10		\$10		\$10		\$10	
Preferred Brand	\$50		\$50		\$50		\$50	
Non Preferred Brand	\$80	50%	\$80	50%	\$80	50%	\$80	50%
Injectables / Tier 4	20%		20%		20%		20%	
Mail Order (90 day supply)	2.5 x Retail	Not Covered	2.5 x Retail	Not Covered	2.5 x Retail	Not Covered	2.5 x Retail	Not Covered
Total Cost								
Employee	\$614.93	\$614.93	\$692.25	\$692.25	\$653.07	\$653.07	\$646.54	\$646.54
Employee + Spouse	\$1,463.52	\$1,463.52	\$1,647.57	\$1,647.57	\$1,554.31	\$1,554.31	\$1,538.77	\$1,538.77
Employee + Child(ren)	\$1,131.46	\$1,131.46	\$1,273.75	\$1,273.75	\$1,201.65	\$1,201.65	\$1,189.63	\$1,189.63
Family	\$1,918.56	\$1,918.56	\$2,159.85	\$2,159.85	\$2,037.59	\$2,037.59	\$2,017.21	\$2,017.21
Town Cost								
Employee	\$614.93	\$0.00	\$692.25	\$0.00	\$653.07	\$0.00	\$646.54	\$0.00
Employee + Spouse	\$1,039.23	\$424.30	\$1,169.91	\$477.66	\$1,103.69	\$450.62	\$1,092.66	\$446.12
Employee + Child(ren)	\$873.20	\$258.27	\$983.00	\$290.75	\$927.36	\$274.29	\$918.09	\$271.55
Family	\$1,266.75	\$651.82	\$1,426.05	\$733.80	\$1,345.33	\$697.26	\$1,331.88	\$685.34
Monthly Premium	\$29,744.07	\$5,761.80	\$33,484.25	\$6,486.50	\$31,589.03	\$6,119.30	\$31,273.16	\$6,058.10
Annual Premium	\$356,928.78	\$69,141.54	\$401,811.00	\$77,838.00	\$379,068.36	\$73,431.60	\$375,277.86	\$72,697.14
% Increase	N/A	N/A	\$44,882.22	\$8,696.46	\$22,139.58	\$4,290.06	\$18,349.08	\$3,555.60
	N/A	N/A	12.57%	12.58%	6.20%	6.20%	5.14%	5.14%

Town of Lake Park
Medical Insurance RFP Evaluation
Effective Date: October 1, 2014

Deductible	CURRENT		Alternative #1		Alternative #2	
	Florida Blue Predictable Cost Plan 03769	United Healthcare Choice Plus Plan OGT-Rx 40	United Healthcare Choice Plus Plan OGT-Rx 40	United Healthcare Choice Plus Plan OGT-Rx 44	United Healthcare Choice Plus Plan OGT-Rx 44	United Healthcare Choice Plus Plan OGT-Rx 44
Out of Pocket Maximum	In Network \$3,000 Out of Network \$6,000	In Network \$3,000 Out of Network \$6,000	In Network \$3,000 Out of Network \$6,000	In Network \$3,000 Out of Network \$6,000	In Network \$3,000 Out of Network \$6,000	In Network \$3,000 Out of Network \$6,000
Office Visits	Physician Office Visit \$25 Specialist Visit \$60 Preventive Services (Wellness) No Charge Independent Clinical Lab No Charge Advanced Imaging \$60 Chiropractic \$60 Urgent Care Center \$65	CYD + 50% CYD + 50% 50% CYD + 50% CYD + 50% CYD + 50% CYD + 50%	\$25 \$50 No Charge No Charge CYD + 20% \$25 \$100	CYD + 40% CYD + 40% Not Covered CYD + 40% CYD + 40% CYD + 40% CYD + 40%	\$25 \$50 No Charge No Charge CYD + 20% \$25 \$100	CYD + 40% CYD + 40% Not Covered CYD + 40% CYD + 40% CYD + 40% CYD + 40%
Hospital	Inpatient CYD + 20% Outpatient CYD + 20% Physician Services at Hospital \$100 Emergency Room Visit \$300 Ambulance CYD + 20%	CYD + 50% CYD + 50% \$100 \$300 In-Net CYD + 20%	CYD + 20% CYD + 20% CYD + 20% \$350 CYD + 20%	CYD + 40% CYD + 40% CYD + 40% \$350 In-Net CYD + 20%	CYD + 20% CYD + 20% CYD + 20% \$350 CYD + 20%	CYD + 40% CYD + 40% CYD + 40% \$350 In-Net CYD + 20%
Prescription Drugs	Inpatient No Charge Outpatient No Charge	50% 50%	CYD + 20% \$50	CYD + 40% CYD + 40%	CYD + 20% \$50	CYD + 40% CYD + 40%
Mail Order (90 day supply)	2.5 x Retail	Not Covered	2.5 x Retail	2.5 x Retail	2.5 x Retail	Not Covered
Employee	26 Total Cost \$614.93	26 Total Cost \$640.07	26 Total Cost \$640.07	26 Total Cost \$624.03	26 Total Cost \$624.03	26 Total Cost \$624.03
Employee + Spouse	5 \$1,463.52	5 \$1,523.35	5 \$1,523.35	5 \$1,485.18	5 \$1,485.18	5 \$1,485.18
Employee + Child(ren)	4 \$1,131.46	4 \$1,177.72	4 \$1,177.72	4 \$1,148.20	4 \$1,148.20	4 \$1,148.20
Family	4 \$1,918.56	4 \$1,997.00	4 \$1,997.00	4 \$1,946.95	4 \$1,946.95	4 \$1,946.95
Employee	26 Town Cost \$614.93 EE Cost \$0.00	26 Town Cost \$640.07 EE Cost \$0.00	26 Town Cost \$640.07 EE Cost \$0.00	26 Town Cost \$624.03 EE Cost \$0.00	26 Town Cost \$624.03 EE Cost \$0.00	26 Town Cost \$624.03 EE Cost \$0.00
Employee + Spouse	5 \$1,039.23 \$424.30	5 \$1,081.71 \$441.64	5 \$1,081.71 \$441.64	5 \$1,054.61 \$430.58	5 \$1,054.61 \$430.58	5 \$1,054.61 \$430.58
Employee + Child(ren)	4 \$873.20 \$258.27	4 \$908.90 \$268.83	4 \$908.90 \$268.83	4 \$886.12 \$262.09	4 \$886.12 \$262.09	4 \$886.12 \$262.09
Family	4 \$1,266.75 \$651.82	4 \$1,318.54 \$678.47	4 \$1,318.54 \$678.47	4 \$1,285.49 \$661.46	4 \$1,285.49 \$661.46	4 \$1,285.49 \$661.46
Monthly Premium	39 \$29,744.07	39 \$30,960.09	39 \$30,960.09	39 \$30,184.23	39 \$30,184.23	39 \$30,184.23
Annual Premium	\$356,928.78	\$371,521.08	\$371,521.08	\$362,210.70	\$362,210.70	\$362,210.70
% Increase	N/A	4.09%	4.09%	1.48%	1.48%	1.48%

EXHIBIT B

Town of Lake Park
Dental Insurance Renewal Evaluation
Effective Date: October 1, 2014



Current

Renewal

Alternative #1

Alternative #2

SCHEDULE OF BENEFITS		MetLife PPO Plan		MetLife PPO Plan		Ameritas PPO Plan		Assurant PPO Plan	
Plan Basics		In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Calendar Year Maximum		\$1,000		\$1,000		\$1,000		\$1,000	
Deductibles									
Single		\$25	\$50	\$25	\$50	\$25	\$50	\$50	\$50
Family		\$75	\$150	\$75	\$150	\$75	\$150	\$150	\$150
Deductible Waived for Preventative Svcs		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Benefits									
Preventative		100%	100%	100%	100%	100%	100%	100%	100%
Basic		95%	80%	95%	80%	95%	80%	90%	80%
Major		50%	50%	50%	50%	50%	50%	60%	50%
Orthodontia		50%	50%	50%	50%	50%	50%	50%	50%
Service Information									
Out of Network Benefits Payable Level		90th UCR		90th UCR		90th UCR		90th UCR	
Waiting Period for Major Services (Timely Entrants)		None		None		None		12 Months	
Endodontics/Periodontics Payable Level		Basic		Basic		Basic		Basic	
Orthodontic Lifetime Maximum		\$1,000		\$1,000		\$1,000		\$1,000	
Rate Guarantee		Expires 09/30/14		12 Months		12 Months		12 Months	
		Total Cost		Total Cost		Total Cost		Total Cost	
Employee	29	\$31.68		\$30.93		\$27.88		\$27.94	
Employee + Family	14	\$95.63		\$95.79		\$84.16		\$86.84	
Monthly Premium		\$2,257.54		\$2,238.03		\$1,986.76		\$2,026.02	
Annual Premium		\$27,090.48		\$26,856.36		\$23,841.12		\$24,312.24	
\$ Increase		N/A		-\$234.12		-\$3,249.36		-\$2,778.24	
% Increase		N/A		-0.9%		-12.0%		-10.3%	

Town of Lake Park
Dental Insurance Renewal Evaluation
Effective Date: October 1, 2014



Current

Alternative #3

Alternative #4

Alternative #5

SCHEDULE OF BENEFITS

MetLife
PPO Plan

Mutual of Omaha
PPO Plan

The Standard
PPO Plan

Florida Combined Life
PPO Plan

Plan Basics	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Calendar Year Maximum	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Deductibles								
Single	\$25	\$50	\$25	\$50	\$25	\$50	\$50	\$50
Family	\$75	\$150	\$75	\$150	\$75	\$150	\$150	\$150
Deductible Waived for Preventative Svcs	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Benefits								
Preventative	100%	100%	100%	100%	100%	100%	100%	100%
Basic	95%	80%	95%	80%	95%	80%	80%	80%
Major	50%	50%	50%	50%	50%	50%	50%	50%
Orthodontia	50%	50%	50%	50%	50%	50%	50%	50%
Service Information								
Out of Network Benefits Payable Level	90th UCR	90th UCR	90th UCR	90th UCR	90th UCR	90th UCR	Free Schedule	Free Schedule
Waiting Period for Major Services (Timely Entrants)	None	None	None	None	None	None	None	None
Endodontics/Periodontics Payable Level	Basic	Basic	Basic	Basic	Basic	Basic	Basic	Basic
Orthodontic Lifetime Maximum	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Rate Guarantee	Expires 09/30/14		12 Months		12 Months		12 Months	
	Total Cost		Total Cost		Total Cost		Total Cost	
Employee	29	\$31.68	29	\$30.00	29	\$34.68	29	\$27.46
Employee + Family	14	\$95.63	14	\$91.00	14	\$111.40	14	\$78.95
Monthly Premium	\$2,257.54	\$2,144.00	\$2,144.00	\$2,565.32	\$1,901.64	\$1,901.64	\$1,901.64	
Annual Premium	\$27,090.48	\$25,728.00	\$25,728.00	\$30,783.84	\$22,819.68	\$22,819.68	\$22,819.68	
\$ Increase	N/A	-\$1,362.48	-\$1,362.48	\$3,693.36	-\$4,270.80	-\$4,270.80	-\$4,270.80	
% Increase	N/A	-5.0%	-5.0%	13.6%	-15.8%	-15.8%	-15.8%	

Town of Lake Park
Dental Insurance Renewal Evaluation
Effective Date: October 1, 2014

Current

Alternative #6

SCHEDULE OF BENEFITS	MetLife PPO Plan		Delta Dental PPO Plan	
	In Network	Out of Network	In Network	Out of Network
Plan Basics				
Calendar Year Maximum	\$1,000		\$1,000	
Deductibles				
Single	\$25	\$50	\$50	\$50
Family	\$75	\$150	\$150	\$150
Deductible Waived for Preventative Svcs	Yes	Yes	Yes	Yes
Benefits				
Preventative	100%	100%	100%	100%
Basic	95%	80%	100%	100%
Major	50%	50%	50%	50%
Orthodontia	50%	50%	50%	50%
Service Information				
Out of Network Benefits Payable Level		90th UCR		Maximum Allowable Charge
Waiting Period for Major Services (Timely Entrants)		None		None
Endodontics/Periodontics Payable Level		Basic		Basic
Orthodontic Lifetime Maximum		\$1,000		\$1,000
Rate Guarantee		Expires 09/30/14		12 Months
		Total Cost		Total Cost
Employee	29	\$31,68		\$38,59
Employee + Family	14	\$95,63		\$126,95
Monthly Premium		\$2,257.54		\$2,896.41
Annual Premium		\$27,090.48		\$34,756.92
\$ Increase		N/A		\$7,666.44
% Increase		N/A		28.3%

EXHIBIT C

Town of Lake Park
Vision Insurance RFP Evaluation
Effective Date: October 1, 2014



SCHEDULE OF BENEFITS	CURRENT		RENEWAL		Alternative #1		Alternative #2	
	MetLife (Safeguard) PPO Plan		MetLife (Safeguard) PPO Plan		Ameritas PPO Plan		MetLife PPO Plan	
Exam Copay	In Network \$10	Non Network \$25	In Network \$10	Non Network \$25	In Network \$10	Non Network \$25	In Network \$10	Non Network \$25
Materials Copay								
Frequency								
Exam Copay	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months
Lenses	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months
Frames	24 months	24 months	24 months	24 months	24 months	24 months	24 months	24 months
Benefits Payable								
Eye Exam	Copay \$10	Reimbursement Up to \$35	Copay \$10	Reimbursement Up to \$35	Copay \$10	Reimbursement Up to \$35	Copay \$10	Reimbursement Up to \$45
Single Lenses	\$25	Up to \$25	\$25	Up to \$25	\$25	Up to \$25	\$25	Up to \$30
Bifocal Lenses	\$25	Up to \$35	\$25	Up to \$35	\$25	Up to \$40	\$25	Up to \$50
Trifocal Lenses	\$25	Up to \$45	\$25	Up to \$45	\$25	Up to \$55	\$25	Up to \$65
Lenses and Frames								
Contact Lenses (Elective)	Up to \$135	Up to \$100	Up to \$135	Up to \$100	Up to \$130	Up to \$104	Up to \$100	Up to \$80
Contact Lenses (Medically Necessary)	Up to \$250	Up to \$250	Up to \$250	Up to \$250	Paid in Full	Up to \$200	Paid in Full, after \$25 copay	Up to \$210
Frames	Up to \$100	Up to \$65	Up to \$100	Up to \$65	Up to \$130	Up to \$65	Up to \$100, after \$25 copay	Up to \$55
Rate Guarantee		Expires 09/30/2014	12 Months		12 Months		24 Months	
Employee	25	\$5.41	25	\$5.41	25	\$4.77	25	\$5.41
Employee + Dependents	16	\$13.10	16	\$13.10	16	\$11.53	16	\$13.10
Monthly Premium	\$344.85	\$344.85	\$344.85	\$344.85	\$303.73	\$303.73	\$344.85	\$344.85
Annual Premium	\$4,138.20	\$4,138.20	\$4,138.20	\$4,138.20	\$3,644.76	\$3,644.76	\$4,138.20	\$4,138.20
\$ Increase	N/A	N/A	\$0.00	\$0.00	-\$493.44	-\$493.44	\$0.00	\$0.00
% Increase	N/A	N/A	0.0%	0.0%	-11.9%	-11.9%	0.0%	0.0%

Town of Lake Park
Vision Insurance RFP Evaluation
Effective Date: October 1, 2014



SCHEDULE OF BENEFITS	CURRENT		Alternative #3		Alternative #4		Alternative #5	
	MetLife (Safeguard) PPO Plan		EyeMed PPO Plan		Superior Vision PPO Plan		Assurant PPO Plan	
Exam Copay	In Network \$10	Non Network \$10	In Network \$10	Non Network \$10	In Network \$10	Non Network \$10	In Network \$10	Non Network \$10
Materials Copay	\$25		\$25		\$25		\$25	
Frequency								
Exam Copay	12 months		12 months		12 Months		12 months	
Lenses	12 months		12 months		12 Months		12 months	
Frames	24 months		24 months		24 Months		24 months	
Benefits Payable	Copay	Reimbursement	Copay	Reimbursement	Copay	Reimbursement	Copay	Reimbursement
Eye Exam	\$10	Up to \$35	\$10	Up to \$30	\$10	Up to \$28/\$33	\$10	Up to \$52
Single Lenses	\$25	Up to \$25	\$25	Up to \$25	\$25	Up to \$28	\$25	Up to \$55
Bifocal Lenses	\$25	Up to \$35	\$25	Up to \$40	\$25	Up to \$40	\$25	Up to \$75
Trifocal Lenses	\$25	Up to \$45	\$25	Up to \$60	\$25	Up to \$53	\$25	Up to \$95
Lenses and Frames	Reimbursement	Reimbursement	Reimbursement	Reimbursement	Reimbursement	Reimbursement	Reimbursement	Reimbursement
Contact Lenses (Elective)	Up to \$135	Up to \$100	Up to \$135, then 15% Discount	Up to \$108	Up to \$135	Up to \$100	Up to \$130	Up to \$105
Contact Lenses (Medically Necessary)	Up to \$250	Up to \$250	Paid in Full	Up to \$210	Paid in Full	Up to \$210	Up to \$250	Up to \$250
Frames	Up to \$100	Up to \$65	Up to \$100 then 20% Discount	Up to \$50	Up to \$100	Up to \$46	Up to \$130, then 20% Discount	Up to \$57
Rate Guarantee	Expires 09/30/2014		12 months		48 Months		12 Months	
Employee	25	\$5.41	\$5.47	\$5.76	\$5.01	\$5.01	\$5.01	\$5.01
Employee + Dependents	16	\$13.10	\$13.93	\$13.95	\$13.95	\$16.02	\$16.02	\$16.02
Monthly Premium	\$344.85	\$359.63	\$367.20	\$381.57	\$367.20	\$381.57	\$367.20	\$381.57
Annual Premium	\$4,138.20	\$4,315.56	\$4,406.40	\$4,578.84	\$4,406.40	\$4,578.84	\$4,406.40	\$4,578.84
\$ Increase	N/A	\$177.36	\$177.36	\$268.20	\$268.20	\$440.64	\$440.64	\$440.64
% Increase	N/A	4.3%	4.3%	6.5%	6.5%	10.0%	10.0%	10.0%

EXHIBIT D



LIFE ENRICHMENT
EMPLOYEE ASSISTANCE PROGRAM

THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY,
INC.

LIFE ENRICHMENT EMPLOYEE ASSISTANCE PROGRAM

AGREEMENT made this 8th day of August 2014 between THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC., hereinafter referred to as "CFS", and the TOWN OF LAKE PARK referred to as "the Company."

WHEREAS, the Company desires to retain CFS with expertise in the Employee Assistance Program (EAP) and Drug Free Workplace Program (DFWP) Services and CFS agrees to be retained to provide services as called for in this agreement. Therefore, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

I. TERM OF AGREEMENT

This Agreement shall be in full force and in effect for the period beginning October 1, 2014 and ending September 30, 2015, unless terminated earlier pursuant to Section XI.

II. SERVICES TO BE PERFORMED BY CFS:

A. CFS shall perform for the Company's employees and their eligible family members, unlimited sessions for the following EAP services. If multiple family members attend a session as a group, each individual family member will use one of their allotted number of sessions.

1. Marital counseling
2. Divorce adjustment counseling
3. Job related counseling
4. Parent/child counseling
5. Substance abuse assessment and counseling or referral
6. Counseling related to the problems of older persons
7. Counseling or referral related to physical or developmental disabilities
8. Mental Health assessment and counseling
9. Elder care resource and referral per contract year

Life Enrichment EAP is a program of The Center for Family Services of Palm Beach County

B. CFS further agrees to provide to the Company:

1. Technical assistance in the development of EAP policies & procedures
2. Case management (coordination of community resources, follow-up and case advocacy)
3. Referral to specialized services not offered by CFS, but required by an employee/eligible family member
4. One two hour Supervisory Training session
5. Telephone consultation with EAP staff or CFS as necessary
6. On-site consultation by CFS staff in those cases where CFS deems it necessary
7. Priority for EAP appointments
8. Benefit Talks / Fairs as needed
9. New Employee Orientation
10. Annual Drug Free Workplace Training
11. Three one hour Worksite Seminars
12. One Critical Incident Stress Debriefing (CISD)

III. SERVICE LOCATIONS:

The services under this Agreement will be provided at CFS locations or those of its network agencies.

IV. METHOD OF INTAKE:

Employees/eligible family members desiring counseling or assistance should call the Center at 1-800-404-7960. Within 24 hours of an initial call, CFS will notify employees/eligible family members of an appointment time to occur within three (3) working days. For those employees/eligible family members that CFS considers to have an emergency, CFS will grant an appointment within 4 hours of an initial call. For urgent care, an appointment will be made within 24 hours. These appointments can be made at any one of our two locations.

V. EMPLOYEE AWARENESS:

Whenever the Company deems it necessary to communicate the benefits of the counseling program to the Company's employees/eligible family members, the Company shall provide for and incur all related mailing expenses. CFS agrees to provide the printed material to be enclosed.

VI. REPORTING:

CFS agrees to provide annual utilization reports to the Company. The reports will include statistics for the preceding year including the number of new employees/eligible family members seen, the number of new cases opened, and the number of cases closed, as well as year-to-date statistics.

VII. CONFIDENTIALITY:

Employees/eligible family members who utilize the counseling services are entitled to privacy. CFS will maintain a confidential relationship with all employees/eligible family members within the limitations of the law. No reports which contain any identifying information will be provided to the Company without the knowledge, approval and written consent of the employee or eligible family member. Likewise, information learned about the Company, such as salaries, personnel problems, etc., are treated in a confidential manner.

VIII. PAYMENT TO CFS:

The Company agrees to pay CFS for all services performed pursuant to this Agreement at the rate of:

\$3.38 per employee per month, based upon 65 employees, payable in advance at the beginning of each fiscal quarter of the year and by the first of each quarter (October 1, January 1, April 1, and July 1.) This amounts to four (4) payments of \$659.10 or \$2,636.40 per year. If the number of employees varies (+) or (-) 5% the necessary cost adjustments will be made on a quarterly basis.

Supervisory training sessions, other than the initial session provided in section II-B 4, shall be performed at a cost of \$250.00 per hour. In addition to those services performed pursuant to the agreement, including employee seminars on a variety of subjects, other than the initial sessions provided in section II-B11, may be performed at a cost of \$250.00 per hour. Critical Incident Stress Debriefing interventions, other than the initial debriefing provided in section II-B12, shall be performed at a cost of \$250.00 per hour. However, the one debriefing included in the contract is performed up to three hours at no charge. Any additional hours of debriefing relating to the same event will be charged at a cost of \$125.00 per hour.

IX. RELATIONSHIP BETWEEN THE PARTIES:

CFS's relationship to the Company created by this Agreement is that of an independent contractor and not an employee, agent, partner or joint venturer with the Company. The Company is only interested in the results of CFS' performance under this Agreement. No agent, employee or servant of CFS, including the EAP Director will be or will be deemed to be, the employee, agent or servant of the Company and the Company agrees not to hire any such individual during the course and duration of this Agreement. CFS shall assume all responsibility for the payment of wages and benefits to its agents, employees, and servants, if any, for services performed by them under this Agreement. None of the benefits provided by the Company to its employees, including, without limitation, compensation insurance and unemployment insurance, will be available to CFS or its agents, employees or servants. CFS will assume full responsibility for the payment of all federal, state and local taxes or other contributions imposed or required under unemployment, social security and income tax laws, with respect to CFS's engagement by the Company under this

agreement.

X. CONTINUITY OF CARE:

Should the counseling needs exceed the designated number of sessions allowed pursuant to Section II, employees / eligible family members may continue sessions without interruption based on a CFS sliding fee scale, payable at time of service, and are responsible for their fees. If the employer wishes to pay for extended sessions for employees, the rate for the session is \$150.00 per hour billed monthly. Should this Agreement terminate pursuant to Section XI or by non-renewal, employees / eligible family members may elect to continue counseling and pay out of pocket or use insurance benefits based on CFS' fee schedule. Upon termination of an employee, the employee / eligible family member receiving services may also convert to self-pay or use CFS' fee schedule and shall be responsible for her/his own fees.

USE OF OUTSIDE PROVIDERS:

The only time authorization is approved by EAP Director for use of an outside provider for counseling, is when an employee's access to CFS' two locations is beyond a twenty mile radius. In the event authorization is granted for use of outside provider, the number of sessions offered may be limited. On contracts that offer "unlimited" number of sessions to their employees, CFS will not grant the use of "unlimited" sessions for outside providers. The employee must come to a CFS office location to be eligible for the "unlimited" sessions. Otherwise, employee may be responsible for additional fees to the outside provider.

XI. TERMINATION:

This Agreement is subject to termination, prior to its expiration, upon either party delivering to the other a written notice of intention to terminate this Agreement, which shall become effective ninety (90) days thereafter. Unless otherwise terminated by either party, this Agreement is to be renegotiated at the end of each contract period.

XII. DEFINITIONS:

"Eligible family member" includes an employee's legal spouse, an employee's unmarried children under the age of 19, and employee's unmarried children under the age of 22 who are full-time students, and the domestic partner of the employee. "EAP" is the Employee Assistance Program.

XIII. MISCELLANEOUS:

A. Enforceability

If any term or condition of this Agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement, and such term or condition except to such extent or in such application, shall not

be affected hereby and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law.

B. Notice

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly made if hand delivered, mailed from within the United States by certified or registered mail.

1. If to the Company in care of

Bambi McKibbon-Turner
Human Resource Director
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

2. If to CFS in care of

Dr. Thomas Greer
Chief Executive Officer
The Center For Family Services
4101 Parker Avenue
West Palm Beach, Florida 33405

or to such other addresses as any other party may have designated by like notice forwarded to the other party hereto. Notices other than those dealing with a change of address shall be deemed given when mailed using United States Postal Service mail or hand delivered. Change of address notices shall be deemed given when received.

C. Application of Florida Law

This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Florida.

D. Counterparts

This Agreement may be executed by any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

E. Assignment

CFS may not assign or subcontract its rights or obligations under this Agreement without the prior written consent of the Company. The Company may not assign its rights or obligations without prior written consent of CFS.

F. Entire Agreement

This Agreement represents the entire agreement and understanding between the parties and supersedes all prior negotiations, understandings, representations (if any), and agreements made by and between the parties. This Agreement shall not be subject to modification or amendment by any oral representation, or any written statement by either party, except for a dated written amendment to this Agreement signed by CFS and an authorized representative of the Company.

G. Litigation

In the event of litigation between the parties hereto arising out of or to settle issues or disputes arising under this Agreement, the prevailing party in such litigation shall be entitled to recover against the other party its costs including reasonable attorney's fees, which shall include any fees and costs attributable to trial, appellate, or post judgment proceedings.

IN WITNESS WHEREOF, the parties hereunto executed this Agreement the day and year first above written

TOWN OF LAKE PARK

WITNESSES:

(1) _____ by: _____
its _____
"the Company"

THE CENTER FOR FAMILY SERVICES OF
PALM BEACH COUNTY, INC.

(1) _____ By: _____
Chief Executive Officer
"CFS"



COPY OF
CURRENT
CONTRACT

THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY,
INC.

LIFE ENRICHMENT EMPLOYEE ASSISTANCE PROGRAM

AGREEMENT made this 27th day of August 2013 between THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC., hereinafter referred to as "CFS", and the TOWN OF LAKE PARK referred to as "the Company."

WHEREAS, the Company desires to retain CFS with expertise in the Employee Assistance Program (EAP) and Drug Free Workplace Program (DFWP) Services and CFS agrees to be retained to provide services as called for in this agreement. Therefore, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

I. TERM OF AGREEMENT

This Agreement shall be in full force and in effect for the period beginning October 1, 2013 and ending September 30, 2014, unless terminated earlier pursuant to Section XI.

II. SERVICES TO BE PERFORMED BY CFS:

A. CFS shall perform for the Company's employees and their eligible family members, unlimited sessions for the following EAP services. If multiple family members attend a session as a group, each individual family member will use one of their allotted number of sessions.

1. Meritrel counseling
2. Divorce adjustment counseling
3. Job related counseling
4. Parent/child counseling
5. Substance abuse assessment and counseling or referral
6. Counseling related to the problems of older persons
7. Counseling or referral related to physical or developmental disabilities
8. Mental Health assessment and counseling
9. Elder care resource and referral per contract year

Life Enrichment EAP is a program of The Center for Family Services of Palm Beach County

B. CFS further agrees to provide to the Company:

1. Technical assistance in the development of EAP policies & procedures
2. Case management (coordination of community resources, follow-up and case advocacy)
3. Referral to specialized services not offered by CFS, but required by an employee/eligible family member
4. One two hour Supervisory Training session
5. Telephone consultation with EAP staff or CFS as necessary
6. On-site consultation by CFS staff in those cases where CFS deems it necessary
7. Priority for EAP appointments
8. Benefit Talks / Fairs as needed
9. New Employee Orientation
10. Annual Drug Free Workplace Training
11. Three one hour Worksite Seminars
12. One Critical Incident Stress Debriefing (CISD)

III. SERVICE LOCATIONS:

The services under this Agreement will be provided at CFS locations or those of its network agencies.

IV. METHOD OF INTAKE:

Employees/eligible family members desiring counseling or assistance should call the Center at 1-800-404-7860. Within 24 hours of an initial call, CFS will notify employees/eligible family members of an appointment time to occur within three (3) working days. For those employees/eligible family members that CFS considers to have an emergency, CFS will grant an appointment within 4 hours of an initial call. For urgent care, an appointment will be made within 24 hours. These appointments can be made at any one of our two locations.

V. EMPLOYEE AWARENESS:

Whenever the Company deems it necessary to communicate the benefits of the counseling program to the Company's employees/eligible family members, the Company shall provide for and incur all related mailing expenses. CFS agrees to provide the printed material to be enclosed.

VI. REPORTING:

CFS agrees to provide annual utilization reports to the Company. The reports will include statistics for the preceding year including the number of new employees/eligible family members seen, the number of new cases opened, and the number of cases closed, as well as year-to-date statistics.

VII. CONFIDENTIALITY:

Employees/eligible family members who utilize the counseling services are entitled to privacy. CFS will maintain a confidential relationship with all employees/eligible family members within the limitations of the law. No reports which contain any identifying information will be provided to the Company without the knowledge, approval and written consent of the employee or eligible family member. Likewise, information learned about the Company, such as salaries, personnel problems, etc., are treated in a confidential manner.

VIII. PAYMENT TO CFS:

The Company agrees to pay CFS for all services performed pursuant to this Agreement at the rate of:

\$3.38 per employee per month, based upon 65 employees, payable in advance at the beginning of each fiscal quarter of the year and by the first of each quarter (October 1, January 1, April 1, and July 1.) This amounts to four (4) payments of \$659.10 or \$2,636.40 per year. If the number of employees varies (+) or (-) 5% the necessary cost adjustments will be made on a quarterly basis.

Supervisory training sessions, other than the initial session provided in section II-B 4, shall be performed at a cost of \$250.00 per hour. In addition to those services performed pursuant to the agreement, including employee seminars on a variety of subjects, other than the initial sessions provided in section II-B11, may be performed at a cost of \$250.00 per hour. Critical Incident Stress Debriefing interventions, other than the initial debriefing provided in section II-B12, shall be performed at a cost of \$250.00 per hour. However, the one debriefing included in the contract is performed up to three hours at no charge. Any additional hours of debriefing relating to the same event will be charged at a cost of \$125.00 per hour.

IX. RELATIONSHIP BETWEEN THE PARTIES:

CFS's relationship to the Company created by this Agreement is that of an independent contractor and not an employee, agent, partner or joint venturer with the Company. The Company is only interested in the results of CFS' performance under this Agreement. No agent, employee or servant of CFS, including the EAP Director will be or will be deemed to be, the employee, agent or servant of the Company and the Company agrees not to hire any such individual during the course and duration of this Agreement. CFS shall assume all responsibility for the payment of wages and benefits to its agents, employees, and servants, if any, for services performed by them under this Agreement. None of the benefits provided by the Company to its employees, including, without limitation, compensation insurance and unemployment insurance, will be available to CFS or its agents, employees or servants. CFS will assume full responsibility for the payment of all federal, state and local taxes or other contributions imposed or required under unemployment, social security and income tax laws, with respect to CFS's engagement by the Company under this

agreement.

X. CONTINUITY OF CARE:

Should the counseling needs exceed the designated number of sessions allowed pursuant to Section II, employees / eligible family members may continue sessions without interruption based on a CFS sliding fee scale, payable at time of service, and are responsible for their fees. If the employer wishes to pay for extended sessions for employees, the rate for the session is \$150.00 per hour billed monthly. Should this Agreement terminate pursuant to Section XI or by non-renewal, employees / eligible family members may elect to continue counseling and pay out of pocket or use insurance benefits based on CFS' fee schedule. Upon termination of an employee, the employee / eligible family member receiving services may also convert to self-pay or use CFS' fee schedule and shall be responsible for her/his own fees.

USE OF OUTSIDE PROVIDERS:

The only time authorization is approved by EAP Director for use of an outside provider for counseling, is when an employee's access to CFS' two locations is beyond a twenty mile radius. In the event authorization is granted for use of outside provider, the number of sessions offered may be limited. On contracts that offer "unlimited" number of sessions to their employees, CFS will not grant the use of "unlimited" sessions for outside providers. The employee must come to a CFS office location to be eligible for the "unlimited" sessions. Otherwise, employee may be responsible for additional fees to the outside provider.

XI. TERMINATION:

This Agreement is subject to termination, prior to its expiration, upon either party delivering to the other a written notice of intention to terminate this Agreement, which shall become effective ninety (90) days thereafter. Unless otherwise terminated by either party, this Agreement is to be renegotiated at the end of each contract period.

XII. DEFINITIONS:

"Eligible family member" includes an employee's legal spouse, an employee's unmarried children under the age of 19, and employee's unmarried children under the age of 22 who are full-time students, and the domestic partner of the employee. "EAP" is the Employee Assistance Program.

XIII. MISCELLANEOUS:

A. Enforceability

If any term or condition of this Agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement, and such term or condition except to such extent or in such application, shall not

be affected hereby and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law.

B. Notice

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly made if hand delivered, mailed from within the United States by certified or registered mail.

1. If to the Company in care of

Bambi McKibbon-Turner
Human Resource Director
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

2. If to CFS in care of

Dora Leslie
Chief Executive Officer
The Center For Family Services
4101 Parker Avenue
West Palm Beach, Florida 33405

or to such other addresses as any other party may have designated by like notice forwarded to the other party hereto. Notices other than those dealing with a change of address shall be deemed given when mailed using United States Postal Service mail or hand delivered. Change of address notices shall be deemed given when received.

C. Application of Florida Law

This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Florida.

D. Counterparts

This Agreement may be executed by any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

E. Assignment

CFS may not assign or subcontract its rights or obligations under this Agreement without the prior written consent of the Company. The Company may not assign its rights or obligations without prior written consent of CFS.

F. Entire Agreement

This Agreement represents the entire agreement and understanding between the parties and supersedes all prior negotiations, understandings, representations (if any), and agreements made by and between the parties. This Agreement shall not be subject to modification or amendment by any oral representation, or any written statement by either party, except for a dated written amendment to this Agreement signed by CFS and an authorized representative of the Company.

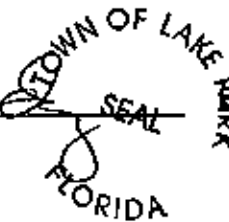
G. Litigation

In the event of litigation between the parties hereto arising out of or to settle issues or disputes arising under this Agreement, the prevailing party in such litigation shall be entitled to recover against the other party its costs including reasonable attorney's fees, which shall include any fees and costs attributable to trial, appellate, or post judgment proceedings.

IN WITNESS WHEREOF, the parties hereunto executed this Agreement the day and year first above written

TOWN OF LAKE PARK

WITNESSES:

(1) Vincent [Signature]  [Signature]
its Mayor - Town of Lake Park
"the Company"

THE CENTER FOR FAMILY SERVICES OF
PALM BEACH COUNTY, INC.

(1) Barbara [Signature] LMHC By: Barbara [Signature] LMHC
[Signature] Interim - Chief Executive Officer
"CFS"

TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 3, 2014

Agenda Item No. 6

Agenda Title: Resolution Authorizing the Town Manager to Renew for Fiscal Year 2014 – 2015 the Town’s Property, Inland Marine, Crime, General Liability, Public Official Liability and Employment Practices Liability, Automobile Liability, and Workers’ Compensation Insurance through the Florida League of Cities/Florida Municipal Insurance Trust

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

Approved by Town Manager  Date: 8/21/14

Name/Title Donnie McElhannon
HUMAN RESOURCES DIRECTOR

Originating Department: Human Resources	Costs: \$197,370 Funding Source: Acct. # Various as funded in FY 2014 budget <input checked="" type="checkbox"/> Finance <u>BKR</u>	Attachments: Copy of Resolution and Gehring Group Property and Casualty Renewal Evaluation for the 2014-2015 Plan Year
Advertised: 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 <u>BMT</u> OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

The current carrier of the Town's Property, Flood, Inland Marine, Crime Coverage, General Liability, Network Security and Privacy Liability, Public Official Liability and Employment Practices Liability, Automobile Liability, and Workers' Compensation Insurance is the Florida League of Cities/Florida Municipal Insurance Trust (FMIT). Such coverage is due for renewal on October 1, 2014 for Fiscal Year 2014 – 2015. As set forth in the attached Gehring Group Property and Casualty Renewal Evaluation for the 2014 – 2015 Plan Year, FMIT has provided a renewal quote of \$204,068. Added to this amount is the Gehring Group fee of \$10,203. These amounts combined, minus the return of premium credit in the amount of \$16,901 should the Town elect to renew coverage with FMIT for Fiscal Year 2014 – 2015, result in a total net premium of \$197,370, which represents an overall 11.2 percent, or \$24,885, decrease from the expiring coverage.

Because of the significant decrease in the FMIT premium for the 2014 – 2015 plan year, the property and casualty program is recommended for renewal with the same carrier as opposed to going to the marketplace for alternative quotes.

After careful review, and upon recommendation by Gehring Group, staff recommends that the Town's property and casualty insurance coverage be renewed with FMIT for Fiscal Year 2014 – 2015.

Recommended Motion: I move to adopt Resolution 27-09-14

RESOLUTION NO. 27-09-14

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE TOWN MANAGER TO RENEW FOR FISCAL YEAR 2014 – 2015 THE TOWN'S PROPERTY, INLAND MARINE, CRIME, GENERAL LIABILITY, PUBLIC OFFICIAL LIABILITY AND EMPLOYMENT PRACTICES LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION INSURANCE THROUGH THE FLORIDA LEAGUE OF CITIES/FLORIDA MUNICIPAL INSURANCE TRUST; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission has determined that it is in the best interest of the Town of Lake Park to provide for Property, Inland Marine, Crime, General Liability, Public Official Liability and Employment Practices Liability, Automobile Liability, and Workers' Compensation Insurance for Fiscal Year 2014 – 2015; and

WHEREAS, the Town Commission of the Town of Lake Park has reviewed the Property and Casualty Renewal Evaluation for the 2014 – 2015 Plan Year presented by Gehring Group, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**, for the provision of Property, Inland Marine, Crime, General Liability, Public Official Liability and Employment Practices Liability, Automobile Liability, and Workers' Compensation Insurance through the Florida League of Cities/Florida Municipal Insurance Trust; and

WHEREAS, the Town Commission of the Town of Lake Park has directed that adequate funds be allocated for such coverage in Fiscal Year 2014 – 2015.

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

Section 1. The whereas clauses are incorporated herein as true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Commission hereby authorizes and directs the Town Manager to renew for Fiscal Year 2014 – 2015 Property, Inland Marine, Crime, General Liability, Public Official Liability and Employment Practices Liability, Automobile Liability, and Workers' Compensation Insurance through the Florida League of Cities/Florida Municipal Insurance Trust as outlined in the attached Exhibit A.

Section 3. This Resolution shall become effective immediately upon adoption.

**TOWN OF LAKE PARK
FMIT PROPERTY & CASUALTY RENEWAL EVALUATION
2014 - 2015 PLAN YEAR**



Current

Florida Municipal Insurance Trust

Renewal

Florida Municipal Insurance Trust

Coverage Type Property &	Deductible	Liability Limits	Premium	Deductible	Liability Limits	Premium	% Change
Equipment Breakdown	\$ 5,000	\$ 14,363,472	\$ 103,031	\$ 5,000	\$ 15,758,357	\$ 108,218	5%
Business Income			Included Above			Included Above	
Additional Expense			Included Above			Included Above	
Flood			Included Above			Included Above	
Inland Marine	*Various	\$ 191,606	Included Above	*Various	\$ 191,606	Included Above	
Crime Coverage			Included Above			Included Above	
Employee Theft	\$ 1,000	\$ 1,000,000	Included Above	\$ 1,000	\$ 1,000,000	Included Above	
- Finance Director		Included	Included Above		Included	Included Above	
Theft of Money & Securities: Inside	\$ 1,000	\$ 10,000	Included Above	\$ 1,000	\$ 10,000	Included Above	
Theft of Money & Securities: Outside	\$ 1,000	\$ 10,000	Included Above	\$ 1,000	\$ 10,000	Included Above	
Faithful Performance	\$	\$ 100,000	Included Above	\$	\$ 100,000	Included Above	
General Liability	\$ 25,000	\$ 2,000,000	\$ 15,495	\$ 25,000	\$ 2,000,000	\$ 15,507	0%
Stop Loss Amount	\$ 75,000			\$ 75,000			
Network Security & Privacy Liability			Included in General Liability Premium			Included in General Liability Premium	
Public Official Liability & Employment Practices Liability	\$ 25,000	\$ 2,000,000	\$ 14,731	\$ 25,000	\$ 2,000,000	\$ 16,952	15%
Inverse Condemnation/Bert Harris Act			Included in General Liability Premium			Included in General Liability Premium	
Auto Liability	\$ 25,000	\$ 2,000,000	\$ 20,883	\$ 25,000	\$ 2,000,000	\$ 21,849	5%
Stop Loss Deductible	\$ 75,000			\$ 75,000			
Personal Injury Protection	N/A	\$ 10,000	Included	N/A	\$ 10,000	Included	
Medical Payments	N/A	\$ 5,000	Included	N/A	\$ 5,000	Included	
Uninsured Motorists	N/A	\$ 20,000	Included	N/A	\$ 20,000	Included	
Physical Damage							
Comprehensive Coverage	\$ 25,000	Per Schedule	Included	\$ 25,000	Per Schedule	Included in Auto Liability Premium	
Physical Damage							
Collision Coverage	\$ 25,000	Per Schedule	\$ 4,444	\$ 25,000	Per Schedule	Included	
Workers' Compensation	\$	Payroll \$2,351,572	\$ 73,247	\$	Payroll \$2,227,137	\$ 41,542	-43%
Experience Modification Factor	1.21			0.72			
Total Annual Premium:			\$ 231,831			\$ 204,068	
Gehring Group Service Fee:			\$ 11,591			\$ 10,203	
Return of Premium Credit:			\$ (21,167)			\$ (16,901)	
Total Net Premium:			\$ 222,255			\$ 197,370	
\$ Increase/Decrease			N/A			\$ (24,885)	
% Increase/Decrease			N/A			-11.2%	

Named Storm Deductible: Locations more than 1/2 mile from Coastal Waters; 5% Deductible of value per building/per location/per occurrence, subject to policy deductible or whichever is greater.
Return of Premium Credit: Based on property premiums paid in 2012-2013 the Town of Lake Park can expect a minimum of (\$16,901) in ROP credit should they elect to renew coverage's for FY 14-15

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TAB 7



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 3, 2014

Agenda Item No. 7

Agenda Title: AWARD CONTRACT FOR REMEDIATION OF THE MARINA SEAWALL AND WALKWAY

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

Approved by Town Manager *DSS* Date: 8/18/14

DH
David Hunt / Public Works Director

Originating Department: Public Works	Costs: Contract: <u>\$403,682.56</u> Contingency: <u>\$ 60,552.38</u> Total: <u>\$464,234.94</u> Funding Source: Marina Fund Acct. # 800-46060 <input checked="" type="checkbox"/> Finance <u><i>BKZ</i></u>	Attachments: I) Public Notice, Invitation to Bid II) Bid Tabulation III) West Construction Inc. Submittal IV) Stable Soils of FL, Inc. Submittal V) TSI Disaster Recovery, LLC Submittal VI) Bid Document w/ Drawings VII) Concrete Color Chart
Advertised: Date: <u>July 6, 2014</u> Paper: <u>Palm Beach Post</u> <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 <u><i>AP</i></u> OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

Staff is requesting the Commission approve awarding the contract for the remediation of the Marina seawall and walkways in the amount of \$403,682.56 and to establish a contingency of 15%. Staff also is requesting that the Commission consider using Alternate III, 1.) and Alternate III, a.) as a partial replacement for Bid Item No. 18.

As background, approximately five years after the seawall was reconstructed at the Lake Park Harbor Marina, the paver brick walkway adjacent to the seawall pile cap started to settle in areas that were generally located behind pilings. As time passed, some of the paver bricks collapsed into holes that were forming beneath the surface. It was discovered that soil was leaking through poorly sealed joints where the concrete wall panels meet behind the driven pilings.

To protect the public from the failing paver bricks, plywood panels covered with indoor / outdoor carpeting were placed over all of the walkways while the construction procedures and practices were litigated. Once the lawsuits were settled and the Town was compensated, plans were made to evaluate repair options. Two types of remediation procedures were demonstrated in the field to see which method would be the most effective in stopping soil leakage as well as being the least disruptive to marina operations.

After reviewing the demonstration results, the Town's engineering consultant Simmons & White Inc., recommended that a chemical grout injection method be used to solidify the soils behind each pile that had evidence of soil leakage. To compensate for sealed joints, wall drains would be placed in the seawall panels to allow groundwater to pass through to the marina waters. In order to ensure proper injection of the chemical grout, it was advised that all of the paver bricks be removed to provide access to the seawall panel joints. Only about a third of the pilings would receive this treatment so there will still be the potential for leakage to occur at other seawall panel joints. Future depressions can also be treated with chemical grout but it would make good economic sense to address multiple depressions at one time rather than mobilizing for each sink hole as it occurs.

In order to protect the public from trip and fall hazards associated with suddenly occurring sink holes, it was recommended that the paver brick walkway be replaced with a concrete sidewalk of sufficient strength to span depressions until soil remediation takes place.

The Engineer's recommendations were presented to the Town Commission at the February 19, 2014 meeting and approval was given for Simmons & White to prepare plans and specifications for the bid and remedial construction of the seawall and walkway.

The Lake Park Harbor Marina Seawall Remediation project, Town Bid No. 103-2014 was advertised in the Palm Beach Post on July 8, 2014 (see attached copy). A pre-bid meeting was held on July 28, 2014 and sealed bids were opened on August 7, 2014. Three bids were received with West Construction, Inc. submitting the lowest responsive base bid in the amount of \$417,758.56 (see attached bid tabulation). West Construction has been in business in Palm Beach County since at least 1983.

The contract makes it clear that the project must be completed in 120 calendar days. Construction activity shall proceed in clearly defined phase areas in order to reduce the disruption to marina operations and to accommodate the temporary relocation of boats outside of the work zones.

At the February 19, 2014 meeting, the Commission also gave direction to provide a replacement walkway material that is decorative in nature. The project design incorporates integral color with a stamped, running bond pattern. Bid Item No. 18 of the base bid calls for all walkways to have this appearance. In addition, the project's structural engineer, Alan Gerwig & Associates, Inc., designed the walkway to maintain its structural integrity over a potential void that might extend up to ten feet along its length. All of the walkways will be constructed with concrete that has a color throughout the mix. Town staff is recommending that Maschmeyer Concrete Company of Florida mix Grace Construction

Product's "Terra Cotta" colorant (see attached concrete color chart) into the concrete that is delivered to the Marina job.

Staff is proposing that an alternate to the base bid be considered. Bid Item No. 18 is still recommended for use when constructing the eleven foot wide walkway at the western most part of the Marina, adjacent to Lake Shore Drive. This area is more susceptible to vehicular loads and it is reasonable that additional reinforcement be provided. In addition, the concrete will also have the stamped, colored pattern that will complement the paver bricks salvaged from the Marina. The salvaged paver bricks will be stored at an off-site Town property for later use in the expanded promenade area adjacent to the walkway.

The remaining walkways are less than six foot wide and for the most part, vehicles are prevented from driving over them by split rail fencing. By substituting welded wire mesh for rebar in the concrete it will make it easier cut through the walkway in the event that repairs need to be made to the underground utilities. In addition, marina patrons access and provision their boats over these walkways so wheeled carts are constantly in use. Staff believes that a stamped concrete pattern would make it difficult to push or pull these loaded carts.

The bid documents included three Alternates that give the Town options for the construction of the concrete walkways. For future maintenance considerations and for the convenience of the Marina patrons, staff is recommending that Alternate III, 1.) and Alternate III, a.) (see attached bid tabulation) be used for a portion of Bid Item No. 18. The concrete will still have the integral "Terra Cotta" color but it will have a broom finish rather than the stamped pattern. Also, the reinforcing steel will be reduced to welded wire mesh. This will reduce West Construction's base bid by \$14,076.

At the August 20, 2014 Commission meeting a budget adjustment was approved by Resolution which set aside \$550,000 in the Marina Fund for Seawall Remediation (Account No. 800-46060). Staff is recommending that West Construction, Inc. be awarded the seawall remediation project in the amount of \$403,682.56 after opting for Alternate III, 1.) and Alternate III, a.). Bid Item No.'s 13 and 14 used estimated quantities with unit costs to aid in the competitive bid process. Unforeseen field conditions associated with subterranean soil deficiencies could drive these quantities upward. It is for this reason that a 15% contingency be established in the amount of \$60,552.38 to ensure a quality job. The estimated total amount for West Construction to complete the project should not exceed \$464,234.94. This amount will leave over \$85,750 in the budget for material sampling and testing services, on-site construction inspection services, and engineering review with close-out documents.

Recommended Motion:

I move to approve contracting with West Construction, Inc. in the amount of \$403,682.56 to perform the requirements of Bid No. 103-2014 [opting for Alternate III, 1.) and Alternate III, a.)] and establishing a contingency of \$60,552.38.

ATTACHMENT I

TOWN OF LAKE PARK NOTICE TO BIDDERS

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

**SEAWALL REHABILITATION
LAKE PARK HARBOR MARINA
TOWN OF LAKE PARK
Town Bid No. 103-2014**

The work shall generally consist of removing 11,820 s.f. of brick paver walkway and replace with concrete sidewalk. The walkway removal is required to identify underlying voids due to leaks in seawall joints. Where voids are found, inject chemical grout, install perforated pipe and drain field, backfill/compact and construct sidewalk.

Sealed bids will be received in triplicate by the Town Clerk until 2:00 p.m., on August 7, 2014, at the Town of Lake Park, Town Hall located at 335 Park Avenue, Lake Park, Florida, 33403. Bids received after this time will be returned unopened.

Project Documents

Bid documents may be obtained after July 9th by calling the Town Clerk at (561) 881-3311, 8:30 a.m. - 5:00 p.m., Monday through Friday, upon payment of a \$35.00 non-refundable fee, for each bid set.

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

Pre-Bid Conference

A Non-Mandatory Pre-Bid Conference is scheduled for 11:00 a.m., July 28, 2014, in the Town Hall Commission Chambers, Lake Park, Florida.

Bid Documents

Envelope containing bid must be sealed, and be clearly marked, "Seawall Rehabilitation, Bid No. 103-2014, due 2:00 p.m., August 7, 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 2:00 p.m., on August 7, 2014. Award of contract 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, CMC, Town Clerk
Town of Lake Park, FLORIDA
POB: The Palm Beach Post
7-6/2014 #270545

ATTACHMENT II

<p align="center">BID TABULATION LAKE PARK HARBOR MARINA SEAWALL REMEDIATION TOWN OF LAKE PARK BID NO. 103-2014</p>										
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	WEST CONSTRUCTION, INC.		STABLE SOILS OF FLORIDA, INC.		TSI DISASTER RECOVERY, INC.		
				UNIT COST	ESTIMATED COST	UNIT COST	ESTIMATED COST	UNIT COST	ESTIMATED COST	
1	Indemnification.	1	Job	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	
2	Performance & Payment Bond.	1	Job	L.S.	\$ 8,800.00	L.S.	\$ 13,638.76	L.S.	\$ 15,000.00	
3	Mobilization, incl. registration with the Town and permit (fee waived).	1	Job	L.S.	\$ 13,600.00	L.S.	\$ 100,000.00	L.S.	\$ 25,000.00	
4	Pedestrian Safety; incl. all signage, barriers equipment, labor and other incidentals to protect pedestrians from work zone. Coordinate with Construction Inspector.	1	Job	L.S.	\$ 2,240.00	L.S.	\$ 3,500.00	L.S.	\$ 15,000.00	
5	Remove and dispose of existing lumber, plywood, carpet and fasteners; incl. all labor, equipment, tools and materials.	1,182	S.Y.	\$ 5.88	\$ 6,950.16	\$ 7.75	\$ 9,160.50	\$ 14.50	\$ 17,139.00	
6	Silt Fence; incl. any material, equipment, and incidentals to complete work for silt fence install maintain and remove. Incl. Turbidity Barrier & PPP	2,000*	L.F.	\$ 1.12	\$ 2,240.00	\$ 0.95	\$ 1,900.00	\$ 2.25	\$ 4,500.00	
7	Gangway (4' wide access over excavation from solid surface to seawall cap) See Town Detail Sheet a.) Portable, ADA compliant, OSHA compliant, at fishing pier, fuel dock, and two floating docks. Anticipate two per phase. b.) Portable, OSHA compliant at finger piers where boat cannot be relocated.	2	Ea.	\$4,600.00	\$ 9,200.00	\$1,500.00	\$ 3,000.00	\$8,000.00	\$ 16,000.00	
		4	Ea.	\$1,100.00	\$ 4,400.00	\$1,500.00	\$ 6,000.00	\$5,000.00	\$ 20,000.00	
8	Remove existing paver brick; incl. removal of full width of pavers and stacking pavers neatly on Town provided pallets. Town will remove loaded pallets.	11,820	S.F.	\$ 0.70	\$ 8,274.00	\$ 1.90	\$ 22,458.00	\$ 2.60	\$ 30,732.00	

BID TABULATION PAGE 2										
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	WEST CONSTRUCTION, INC.		STABLE SOILS OF FLORIDA, INC.		TSI DISASTER RECOVERY, INC.		
				UNIT COST	ESTIMATED COST	UNIT COST	ESTIMATED COST	UNIT COST	ESTIMATED COST	
9	Remove and dispose of 8" concrete header curb; incl. labor, equipment, materials and tools and other incidentals required to complete the work. Separate disposal from bid item No. 11. SEE NOTE No. 1.	1,961	L.F.	\$ 3.90	\$ 7,647.90	\$ 10.64	\$ 20,865.04	\$ 8.75	\$ 17,158.75	
10	Excavation of backfill; incl. support and protection of existing utilities if encountered. See Bid Item 11.	1,789	L.F.	\$ 9.40	\$ 16,816.60	\$ 33.35	\$ 59,663.15	\$ 5.70	\$ 10,197.30	
11	Removal and disposal of flowable fill and debris encountered during excavation. Measured per 10 C.Y. roll-off container.	5*	Er.	\$ 896.00	\$ 4,480.00	\$ 400.00	\$ 2,000.00	\$ 1,955.00	\$ 9,775.00	
12	Tieback recoating with coal tar epoxy; incl. any labor, equipment, tools, materials, and other incidentals to complete the recoating of tiebacks exposed during excavation.	1,000*	L.F.	\$ 3.27	\$ 3,270.00	\$ 1.40	\$ 1,400.00	\$ 3.00	\$ 3,000.00	
13	"Landside" chemical grouting; incl. all labor, tools, equipment and materials and other incidentals necessary to complete the specified work (assumes 0.75 gal./vertical foot per joint, avg. 10 vertical feet per joint, 7.5 gallons per joint). SEE NOTE No. 2.	412.5*	Gallons	\$ 167.00	\$ 68,887.50	\$ 112.53	\$ 46,418.63	\$ 157.00	\$ 64,762.50	
14	"Waterside" chemical grouting; incl. all labor, equipment, materials and tools and other incidentals necessary to complete the specified work (Assumes 10 vertical feet per piping) SEE NOTE No. 3	135*	Gallons	\$ 252.00	\$ 34,020.00	\$ 139.20	\$ 18,792.00	\$ 191.00	\$ 25,785.00	
15	Wall drain concrete panel core 4"; incl. all labor, materials, 4" weep hole assembly, tools and equipment and other incidentals necessary to complete the specified work.	146*	ea	\$ 263.00	\$ 38,398.00	\$ 284.45	\$ 41,529.70	\$ 230.00	\$ 33,560.00	
							See Note #2		See Note #3	

BID TABULATION PAGE 3											
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	WEST CONSTRUCTION, INC.		STABLE SOILS OF FLORIDA, INC.		TSI DISASTER RECOVERY, INC.			
				UNIT COST	ESTIMATED COST	UNIT COST	ESTIMATED COST	UNIT COST	ESTIMATED COST		
16	Backfill excavation (including 4' filter fabric at all joints) and recompact to 8" below seawall cap; Incl. all labor, equipment, materials and tools and other incidentals necessary to complete the work.	1,789	L.F.	\$ 11.20	\$ 20,036.80	\$ 6.04	\$ 10,805.56	\$ 9.55	\$ 17,084.95		
17	Root Barrier Installation; Incl. all labor, equipment, materials, tools and other incidentals necessary to complete the work.	125	L.F.	\$ 6.00	\$ 750.00	\$ 23.00	\$ 2,875.00	\$ 63.92	\$ 7,990.00		
18	6" Stamped reinforced concrete structural walkway; Incl. all labor, materials, reinforced tools/equip, and other incidentals necessary to complete the specified work. Concrete color to be integral "Terra Cotta" color with a "running bond" stamp design.	1,358	S.Y.	\$ 96.50	\$ 131,047.00	\$ 62.10	\$ 84,331.80	\$ 114.00	\$ 154,812.00		
19	Sod; Incl. all labor, material, tools and equipment and other incidentals necessary to complete the work. Floratam Sod to be placed adjacent to new concrete walkway where adjacent to grass areas.	999**	S.Y.	\$ 7.45	\$ 7,442.55	\$ 9.85	\$ 9,840.15	\$ 5.50	\$ 5,494.50		
20	Dow Corning 890 Silicon joint sealant; Incl. all labor, materials, tools and equipment, bucket rod and other incidentals necessary to complete the specified work. Also includes all labor, tools materials & equipment to fill existing penetration holes in seawall cap.	1,951	L.F.	\$ 9.55	\$ 18,632.05	\$ 6.71	\$ 13,091.21	\$ 9.35	\$ 18,241.85		
21	Pavement Restoration; Incl. all labor, materials, tools, and equipment and other incidentals necessary to complete the removal and replacement of asphalt and base adjacent to the new sidewalk where walkway abuts asphalt parking.	230	S.Y.	\$ 23.50	\$ 5,405.00	\$ 21.75	\$ 5,002.50	\$ 20.00	\$ 4,600.00		

BID TABULATION PAGE 4

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	WEST CONSTRUCTION, INC.		STABLE SOILS OF FLORIDA, INC.		TSI DISASTER RECOVERY, INC.		NOTES:
				UNIT COST	ESTIMATED COST	UNIT COST	ESTIMATED COST	UNIT COST	ESTIMATED COST	
22	Import fill for make-up of debris removal and unsuitable backfill material; includes transport, placement, compaction & grading. Town to provide material.	30***	C.Y.	\$ 11.20	\$ 336.00	\$ 17.00	\$ 510.00	\$ 12.00	\$ 360.00	
23	Misc. 4" Concrete Sidewalk or Paver Brick Removal & Replacement; Incl. all labor, materials, equip.	30*	S.Y.	\$ 47.50	\$ 1,425.00	\$ 37.40	\$ 1,122.00	\$ 140.00	\$ 4,200.00	
24	Consideration for Irrigation System Repair, Adjustment of Mist Heads. See Addendum No. 1	1	L.S.	\$3,360.00	\$ 3,360.00	\$ 500.00	\$ 500.00	\$2,500.00	\$ 2,500.00	
TOTAL BASE BID ITEMS 1 THRU 24					\$417,758.56		\$478,504.00		\$523,012.85	* Rough estimate. Refer to schedule of bid items.
	ALTERNATE I - CREDIT from bid item No. 18, 6" Stamped Concrete with Integral Color: DELETE Stamped Concrete pattern, finish with broom finish ONLY (i.e., Integral Terra Cotta Color with Broom Finish).	1,358	S.Y.	\$ 3.00	\$ (4,074.00)	\$ 5.18	\$ (7,034.44)	\$ 9.50	\$ (12,901.00)	1. Bid submittal was \$417,658.56. Bid item No. 1 was omitted from total.
	ALTERNATE II - CREDIT from bid item No. 18, 6" Stamped Concrete with Integral Color: DELETE both Stamped Concrete pattern and integral color (i.e. concrete to be broom finished w/no coloring)	1,358	S.Y.	\$ 19.00	\$ (25,802.00)	\$ 18.11	\$ (24,593.38)	\$ 39.50	\$ (53,641.00)	2. Bid submittal was \$468,263.80. Bid item No. 15, wall drain, was not changed to 146 per addendum No. 1.
	ALTERNATE III - CREDIT from bid item No. 18, 1.) DELETE Structural Steel from 5'-8" wide portion of 6" stamped reinforced structural walkway. PROVIDE 6 x 6 woven wire fabric with fabric underlayment per Town Detail Sheet (i.e. maintain stamped pattern and color).	782	S.Y.	\$ 15.00	\$ (11,730.00)	\$ 2.60	\$ (2,033.20)	\$ 3.00	\$ (2,346.00)	3. Bid submittal was \$514,732.85. Bid item No. 15, wall drain, was not changed to 146 per addendum No. 1.
	a.) Delete stamped pattern, provide broom finish.	782	S.Y.	\$ 3.00	\$ (2,346.00)	\$ 5.18	\$ (4,050.76)	\$ 6.00	\$ (4,692.00)	
	b.) Delete integral color.	782	S.Y.	\$ 16.00	\$ (12,512.00)	\$ 7.76	\$ (6,068.32)	\$ 23.00	\$ (17,986.00)	
RECOMMENDATION: West Construction Base Bid - Alternate III (1) - Alternate (1a) = \$403,682.56 Tabulated by Richard Pittman, Project Manager 08/17/2014										



**Seawall Rehabilitation, Bid No. 103-2014,
Due 2:00 p.m., August 7, 2014**

Submitted By:

West Construction, Inc.
318 South Dixie Highway, Suite 4-5
Lake Worth, FL 33460
Phone: 561-588-2027

Prepared For:

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

BID FORM: No. 103-2014
SEAWALL REHABILITATION
LAKE PARK HARBOR MARINA
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:

Four hundred seventeen thousand six hundred fifty-eight dollars and (\$ 417,658.56)
fifty-six cents

Completion: One Hundred Twenty (120) 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>1</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>
✓ - Certification of Eligibility of General Contractor	<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 West Construction, Inc.

ADDRESS 318 South Dixie Highway, Suite 4-5
Lake Worth, FL 33460

PHONE# 561-588-2027 **FAX#** 561-582-9419

AUTHORIZED SIGNATURE *Martha A Morgan*

NAME & TITLE (TYPED or PRINTED) Martha A. Morgan, President

POINT OF CONTACT EMAIL ADDRESS: mamorgan@westconstructioninc.net

DATE: 08/07/2014 **TAX PAYER ID#:** 59-1809068



Public Works
Department

**ADDENDUM NO. 1
TOWN OF LAKE PARK
SEAWALL REMEDIATION
LAKE PARK HARBOR MARINA
BID NO. 103-2014**

SEAWALL REMEDIATION-LAKE PARK HARBOR MARINA

Each recipient of the Addendum No.1 to the bid who responds to the bid acknowledges all of the provisions set forth in the Invitation to Bid and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the bid documents for **SEAWALL REMEDIATION-LAKE PARK HARBOR MARINA, Town of Lake Park Bid No. 103-2014**

PLAN SHEETS 1-8: Add Town Detail Sheet (8-1/2" x 14")

Attached is "TOWN DETAIL SHEET" as referenced in bid item No. 7 "Gangways". The detail sheet shows two types of gangways to indicated expectations to maintain access.

Attached is "TOWN DETAIL SHEET" as referenced in bid item ALTERNATE III. The detail sheet provides details on woven wire fabric in the six inch concrete walkway in lieu of reinforcement steel.

PLAN SHEETS 1-8: Add "TOWN PLAN FOR WALKWAY CROSS SLOPE, SOD & IRRIGATION (11" X 17").

BOUND CONTRACT DOCUMENT:

Page 25, TECHNICAL SPECIFICATIONS

Attached is a revised page 25 "Technical Specifications" which provides requirements and expectations not indicated on plan sheets 1 thru 8.

Page 24, SCOPE OF WORK

Attached is revise page 24 adding wording for "harmonizing".

Schedule of Bid Items, page 27; Bid Item No. 4, replace the wording " Marina Director" with "Construction Inspector."

Schedule of Bid Items, page 27; Bid Item No. 6, add wording to include Turbidity Barrier and Pollution Prevention Plan.

Schedule of Bid Items, page 28; Bid Item No. 15, delete quantity of 110. Replace with quantity of 146.

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

www.lakeparkflorida.gov

Addendum No. 1 Cont.

Schedule of Bid Items pages 29 & 30 are replaced with revised pages.

- Bid item No. 19 has added an ** to refer to Notes to Schedule of Bid Items which require top dressing, watering and completion of sod prior to progressing to next phase.
- Bid item No. 22 has been added to address Imported Fill that will be needed to replace removed debris or unsuitable material.
- Bid item No. 23 has been added to address misc. concrete and paver brick removal and replacement.
- Bid item No. 24 has been added to address consideration for irrigation system repair and adjustment of pop-up mist heads.

Attachments:

Town Detail Sheet

Town Plan for Walkway Cross Slope, Sod & Irrigation

Revised Scope of Work Page 24

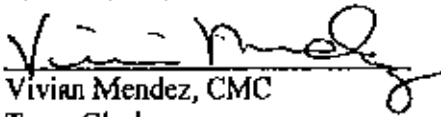
Revised Technical Specification Page 25

Revised Schedule of Bid Items Page 29


Revised Schedule of Bid Items Page 30

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

Issued By: Town of Lake Park
Office of the Town Clerk
July 31, 2014

Signed By: 
Vivian Mendez, CMC
Town Clerk

Bidder:

Signed By: 
Print Name: Martha A. Morgan
Title: President
Date: 08/07/2014

End of Addendum #1

AIA Document A310 – 2010

Bid Bond

CONTRACTOR:

West Construction, Inc.
318 South Dixie Highway, Suite 4-5
Lake Worth, FL 33460

OWNER:

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

BOND AMOUNT:

Five Percent of Amount Bid (5% of Amount Bid)

SURETY:

AXIS Insurance Company
300 Connell Dr. Suite 8000, PO Box 357
Berkeley Heights, NJ 07922

PROJECT: Seawall Rehabilitation Lake Park Harbor Marina, Town Bid No. 103-2014

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of August, 2014

Witness/Attest:

By:


Matthew F. West
Secretary

By:

West Construction, Inc.

MARTHA A. MORGAN
PRESIDENT

(Principal)

By: 
AXIS Insurance Company

(Surety)

By:

By:


Warren M. Alter, Attorney-in-fact

This document conforms to AIA Document A310 - 2010 BID BOND. THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NY AVE NW, WASHINGTON, DC 20006.

POWER OF ATTORNEY

AXIN - 1380

Know All Men by These Presents: That AXIS Insurance Company, an Illinois property and casualty company, (the "Company") does hereby appoint:

Warren M. Alter; David T. Satine; and Dawn Auspitz of Miami Lakes, FL,

as its true and lawful Attorney(s)-In-Fact, to make, execute, seal and deliver for and on its behalf as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf. The Company may revoke this appointment at any time.

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This Power of Attorney is signed, sealed and certified under and by the authority of resolutions adopted by unanimous written consent of the Board of Directors of the Company on July 12, 2013:

RESOLVED, That any authorized Vice President, Surety, acting singly shall have the power and authority to appoint and revoke attorneys-in-fact to make, execute, seal and deliver for and on behalf of the Company, as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf.

In Witness Whereof, AXIS Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by a duly elected and qualified officer, this 28th day of May, 2014.

Attested and Certified
AXIS Insurance Company

By: Richard Zarandona

Printed Name: Richard Zarandona

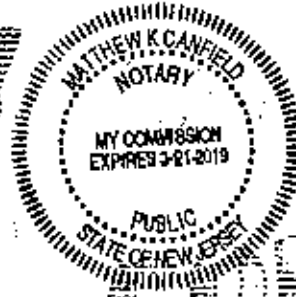
Title: Vice President, Surety

STATE OF
COUNTY OF

Before me personally came Richard Zarandona, Vice President, Surety of AXIS Insurance Company to me known to be the individual and officer described herein, who acknowledged that they being duly authorized signed, sealed with the corporate seal and delivered the foregoing instrument by the authority and direction of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

Matthew K. Canfield
Matthew K. Canfield, Notary Public - State of New Jersey



CERTIFICATION

I, David Pesce, Assistant Secretary of AXIS Insurance Company, do hereby certify that the attached Power of Attorney dated May 28th, 2014 on behalf of the person(s) as listed above is a true and correct copy and the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Richard Zarandona, who executed the Power of Attorney, was a duly elected Vice President, Surety of AXIS Insurance Company on the date of the execution of the attached Power of Attorney.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of AXIS Insurance Company on this the 7th day of August, 2014

By: David Pesce

Printed Name: David Pesce

Title: Assistant Secretary

**LAKE PARK HARBOR MARINA SEAWALL REMEDIATION
TOWN OF LAKE PARK BID NO. 103-2014**

SCHEDULE OF OF BID ITEMS

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED COST</u>
1	Indemnification.	1	Job	\$100.00	\$100.00
2	Performance & Payment Bond.	1	Job	L.S.	\$ 8,800.00
3	Mobilization, Incl. registration with the Town and permit (fee waived).	1	Job	L.S.	\$ 13,600.00
4	Pedestrian Safety; Incl. all signage, barriers equipment, labor and other incidentals to protect pedestrians from work zone. Coordinate with Marina Director.	1	Job	L.S.	\$ 2,240.00
5	Remove and dispose of existing lumber, plywood, carpet and fasteners; Incl. all labor, equipment, tools and materials.	1,182	S.Y.	\$ 5.88	\$ 6,950.16
6	Silt Fence; Incl. any material, equipment, and incidentals to complete work for silt fence install maintain and remove.	2,000*	L.F.	\$ 1.12	\$ 2,240.00
7	Gangway (4' wide access over excavation from solid surface to seawall cap) See Town Detail Sheet				
	a.) Portable, ADA compliant, OSHA compliant, at fishing pier, fuel dock, and two floating docks. Anticipate two per phase.	2	Ea.	\$ 4,600.00	\$ 9,200.00
	b.) Portable, OSHA compliant at finger piers where boat cannot be relocated.	4	Ea.	\$ 1,100.00	\$ 4,400.00
8	Remove existing paver brick; Incl. removal of full width of pavers and stacking pavers neatly on Town provided pallets. Town will remove loaded pallets.	11,820	S.F.	\$ 0.70	\$ 8,274.00
9	Remove and dispose of 8" concrete header curb; Incl. labor, equipment, materials and tools and other incidentals required to complete the work. Separate disposal from bid item No. 11. SEE NOTE No. 1.	1,961	L.F.	\$ 3.90	\$ 7,647.90

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED COST</u>
10	Excavation of backfill; Incl. support and protection of existing utilities if encountered. See Bid Item 11.	1,789	L.F.	\$ 9.40	\$ 16,816.60
11	Removal and disposal of flowable fill and debris encountered during excavation. Measured per 10 C.Y. roll-off container.	5*	Ea.	\$ 896.00	\$ 4,480.00
12	Tieback recoating with coal tar epoxy; Incl. any labor, equipment, tools, materials, and other incidentals to complete the recoating of tiebacks exposed during excavation.	1,000*	L.F.	\$ 3.27	\$ 3,270.00
13	"Landside" chemical grouting; Incl. all labor, tools, equipment and materials and other incidentals necessary to complete the specified work (assumes 0.75 gal./vertical foot per joint, avg. 10 vertical feet per joint, 7.5 gallons per joint). SEE NOTE No. 2.	412.5*	Gallons	\$ 167.00	\$ 68,887.50
14	"Waterside" chemical grouting; Incl. all labor, equipment, materials and tools and other incidentals necessary to complete the specified work (Assumes 10 vertical fee per piling) SEE NOTE No.3	135*	Gallons	\$ 252.00	\$ 34,020.00
15	Wall drain concrete panel core 4"; Incl. all labor, materials, 4" weep hole assembly, tools and equipment and other incidentals necessary to complete the specified work.	110*	Ea.	\$ 263.00	\$ 38,398.00
16	Backfill excavation (including 4' filter fabric at all joints) and recompact to 8" below seawall cap; Incl. all labor, equipment, materials and tools and other incidentals necessary to complete the work.	1,789	L.F.	\$ 11.20	\$ 20,036.80
17	Root Barrier Installation; Incl. all labor, equipment, materials, tools and other incidentals necessary to complete the work	125	L.F.	\$ 6.00	\$ 750.00
18	6" Stamped reinforced concrete structural walk-way; Incl. all labor, materials, reinforced tools/ equip., and other incidentals necessary to complete the specified work. Concrete color to be Integral "Terra Cotta" color with a "running bond" stamp design.	1,358	S.Y.	\$ 96.50	\$ 131,047.00

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED COST</u>
19	Sod; Incl. all labor, material, tools and equipment and other incidentals necessary to complete the work. Floratam Sod to be placed adjacent to new concrete walkway where adjacent to grass areas.	999**	S.Y.	\$ 7.45	\$ 7,442.55
20	Dow Corning 890 Silicon joint sealant; Incl. all labor, materials, tools and equipment, backer rod and other incidentals necessary to complete the specified work. Also includes all labor, tools materials & equipment to fill existing penetration holes in seawall cap.	1,951	L.F.	\$ 9.55	\$ 18,632.05
21	Pavement Restoration; Incl. all labor, materials, tools, and equipment and other incidentals necessary to complete the removal and replacement of asphalt and base adjacent to the new sidewalk where walkway abuts asphalt parking.	230	S.Y.	\$ 23.50	\$ 5,405.00
22	Import Fill for make-up of debris removal and unsuitable backfill material; Includes transport, placement, compaction & grading. Town to provide material.	30***	C.Y.	\$ 11.20	\$ 336.00
23	Misc. 4" Concrete Sidewalk or Paver Brick Removal & Replacement; Incl. all labor, materials, equip.	30*	S.Y.	\$ 47.50	\$ 1,425.00
24	Consideration for Irrigation System Repair, Adjustment of Mist Heads. See Addendum No. 1	1	L.S.	\$ 3,360.00	\$ 3,360.00
TOTAL BASE BID ITEMS 1 THRU 24				\$	<u>417,658.56</u>

Written Amount \$ Four hundred seventeen thousand six hundred fifty-eight dollars and fifty-six cents

ALTERNATE I - CREDIT from bid item No. 18,
6" Stamped Concrete with Integral Color: ~~DELETE~~
Stamped Concrete pattern, finish with broom
finish ONLY (i.e., Integral Terra Cotta Color with
Broom Finish).

1,358 S.Y. \$ 3.00 \$(4,074.00)

ALTERNATE II - CREDIT from bid item No. 18,
6" Stamped Concrete with Integral Color: ~~DELETE~~
both Stamped Concrete pattern and Integral color
(i.e. concrete to be broom finished w/no coloring)

1,358 S.Y. \$ 19.00 \$(25,802.00)

Schedule of Bid Items Cont.

ALTERNATE III - CREDIT from bid item No. 18,

1.) <u>DELETE</u> Structural Steel from 5'-8" wide portion of 6" stamped reinforced structural walkway.	782	S.Y.	\$ 15.00	\$(11,730.00)
<u>PROVIDE</u> 6 x 6 woven wire fabric with fabric underlayment per Town Detail Sheet (i.e. maintain stamped pattern and color).				
a.) <u>Delete</u> stamped pattern, provide broom finish	782	S.Y.	\$ 3.00	\$(2,346.00)
b.) <u>Delete</u> integral color	782	S.Y.	\$ 16.00	\$(12,512.00)

SUBMITTED BY: Martha A Morgan Title: Martha A. Morgan, President
 NAME OF FIRM: West Construction, Inc.

NOTES TO SCHEDULE OF BID ITEMS:

1. Existing sidewalks, paver walkways and intersecting curbs shall be neatly sawcut and preserved to ensure clean joint with proposed concrete structural slab.
 2. The number of joints to be grouted is unknown and will be field determined based on voids visually observed (or probed) following removal of plywood, pavers, and completion of excavation. For bidding purposes it is assumed 73 joints will be grouted, of which 75% (55 joints @ 7.5 gallons per joint = 412.5 gallons) will be landside grouting and 25% will be waterside grouting.
 3. Each piling includes 2 joints/seams. All joints are to be attempted to be sealed utilizing the "Landside" technique. Waterside grouting will only be utilized if landside injection rods injection rods cannot be inserted to full depth. For bidding purposes it is assumed that 25% of 73 joints (18) joints will require waterside grouting at 7.5 gallons per joint for a total of 135 gallons.
- * Assumed Quantity: Contractor to be paid based on actual field measured units.
 ** Plan Estimate is 580 S.Y. allowing remainder for Contractor access & restoration considerations. Include top dressing & watering. To be complete prior to moving to next phase.
 *** Town will stockpile suitable sand at trailer parking lot N.W. Corner of Silver Beach Rd. & U.S. 1. Silt Fence-2000 L.F. is assumed. Contractor to coordinate with Town Rep. on required locations. Tieback Recoating-1000 L.F. is assumed based on up to 5 L.F. of tieback rod will be exposed during excavation approx. 200 tieback rods.
 Chemical Grout-73 joints assumed for bid purposes, actual number of joints to be field determined.
 Wall Drain-110 cores based on 73 joints assumed to receive chemical grout, assumes 1.5 times that number of joints for panel cores (73 x 1.5 = 110 cores).
 Flowable Fill & Debrl Remove & Dispose: 5 - 10 C.Y. Roll-off containers are assumed (10 C.Y./200 ft.).
 Wheel Stops to be removed and replaced at Contractor's discretion.

END OF SCHEDULE OF BID ITEMS

CLARIFICATIONS/EXCEPTIONS

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

Clarifications: None

Exceptions: TBD

LIST OF SUBCONTRACTORS

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

<u>NAME OF COMPANY</u>	<u>ADDRESS OF COMPANY</u>	<u>PHONE/CONTACT</u>
1) Engineered Restorations, Inc.	14825 SW 137th Street, Suite 3 Miami, FL 33196	James Parnell, Sr. 786-732-4691
2) _____	_____	_____
3) _____	_____	_____
4) _____	_____	_____
5) _____	_____	_____

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of West Construction, Inc., maintains a drug-free workplace program, and that the following conditions are met:

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

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

Martha A. Morgan 08/07/2014
Authorized Signature (Date)

Martha A. Morgan, President
Name & title (typed)

LIST OF REFERENCES

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

REFERENCE #1

Company/Agency Name: John D. MacArthur State Park Munyon Island
Florida Department of Environmental Protection
Address: 3900 Commonwealth Boulevard, MS 520
Tallahassee, FL 32399

Point of Contact: Fred Hand
Phone Number: 850-488-5372
Fax Number: _____

REFERENCE #2

Company/Agency Name: Moroso Park Site & Boat Ramp Improvements
Palm Beach County
Address: 2633 Vista Parkway
West Palm Beach, FL 33411

Point of Contact: Anthony Compagnone
Construction Inspections Coordinator
Phone Number: 561-233-5172
Fax Number: 561-242-7135

REFERENCE #3

Company/Agency Name: Intracoastal Park (Mangrove Park)
City of Delray Beach
Address: 434 S. Swinton Avenue
Delray Beach, FL 33444

Point of Contact: Bob Diaz
Construction Manager
Phone Number: 561-243-7343
Fax Number: 561-243-7060

**INCLUDE PROOF OF PROPER LICENSING
(APPLICABLE LICENSING TO PERFORM THE
REQUIRED SERVICES INCLUDING CHEMICAL GROUT
INJECTION)**

Please see attached licenses for West Construction, Inc. & Engineered Restorations, Inc.

LICENSES

THIS DOCUMENT HAS A COLORED BACKGROUND - MICROPRINTING - LINEMARK - PATENTED PAPER

AC# 6140490 **STATE OF FLORIDA**

**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

SEQ# L12052500613

DATE	BATCH NUMBER	LICENSE NBR
05/25/2012	118190345	CBC057038

The **BUILDING CONTRACTOR**
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2014

MORGAN, MARTHA ANN
WEST CONSTRUCTION INC
318 SOUTH DIXIE HWY.
SUITE 4-5
LAKE WORTH FL 33460

RICK SCOTT
GOVERNOR**KEN LAWSON**
SECRETARY

DISPLAY AS REQUIRED BY LAW

THIS DOCUMENT HAS A COLORED BACKGROUND - MICROPRINTING - LINEMARK - PATENTED PAPER

AC# 6197353 **STATE OF FLORIDA**

**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

SEQ# L12071101618

DATE	BATCH NUMBER	LICENSE NBR
07/11/2012	128007268	CGC1516625

The **GENERAL CONTRACTOR**
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2014

WEST, MATTHEW FIELDEN
WEST CONSTRUCTION INC
318 S DIXIE HWY
STE 4-5
LAKE WORTH FL 33460

RICK SCOTT
GOVERNOR**KEN LAWSON**
SECRETARY

DISPLAY AS REQUIRED BY LAW



**City of Lake Worth
Business Tax Receipt 2013-2014**

NON TRANSFERABLE

City of Lake Worth
1900 2nd Avenue North
Lake Worth, Florida 33461

BUSINESS NUMBER: 0013861
BUSINESS NAME: WEST CONSTRUCTION INC
BUSINESS ADDRESS: 318 S DIXIE HWY 4, LAKE WORTH FL 33460

LICENSE NUMBER	CLASSIFICATION	DESCRIPTION
14-00024968	90.B28	BUSINESS OFFICE GENERAL, GENERAL CONTRACTOR

EXPIRES
SEPTEMBER 30th

2014



SUBCONTRACTOR LICENSE

RICK SCOTT, GOVERNOR



KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC1621846	

The **GENERAL CONTRACTOR**
Named below IS **CERTIFIED**
Under the provisions of Chapter 489 FS.
Expiration date: **AUG 31, 2016**

MOORE, DONALD B
ENGINEERED RESTORATIONS, INC
226 BUFORD DRIVE
SUITE A
LAWRENCEVILLE GA 30046



ISSUED: 08/26/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1406280001491



State of Florida Department of State

I certify from the records of this office that WEST CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on December 16, 1977.

The document number of this corporation is 555487.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on January 24, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fourth day of January,
2014*



Ken Detjean
Secretary of State

Authentication ID: CC43-206-089

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



INCLUDE PROOF OF EXISTING INSURANCE

Please see attached insurance certificate.

LICENSES & CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

WESTCON-04 LWAGGONER

DATE (MM/DD/YYYY)
1/16/2014

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).

PRODUCER Collinsworth, Aftel, Lamberi, LLC 23 Eganfuskee Street Suite 102 Jupiter, FL 33477	CONTACT NAME Lori B. Gleason
	PHONE (A/C, H/S, Ext) (561) 776-9001
INSURED West Construction, Inc. 318 South Dixie Highway Suite 4-5 Lake Worth, FL 33460	FAX (A/C, H/S) (561) 427-5730
	E-MAIL ADDRESS lgleason@celltc.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Amerisure Insurance Co NAIC# 19488	
INSURER B: North River Insurance Company	
INSURER C: Travelers Insurance	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

NR#	TYPE OF INSURANCE	MODE/WORK	POLICY NUMBER	ISSUANCE DATE (MM/DD/YYYY)	EXPIRES (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU & Contractual <input checked="" type="checkbox"/> Broad Form Prop Dam. GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER OCCUR <input type="checkbox"/> LOG		CPP208577400	1/1/2014	1/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA12988291601	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP Coverage \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTIONS		681024627	1/1/2014	1/1/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 20,000,000
A	WORKERS-COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC204167407	1/1/2014	1/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
C	Rented/Leased Equip.		6609216L272	1/1/2014	1/1/2016	Limit 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The Certificate Holder is named as additional insured including products and completed operations for general liability per CQ7048, auto liability per CA7171 and umbrella liability when required by written contract. General Liability is primary and non-contributory per CQ7048 and auto liability is primary/non-contributory per CA7165 when required by written contract. Waiver of subrogation applies to general liability per CQ7048, auto liability per CA7171, umbrella liability, and workers' compensation when required by written contract. Umbrella extends over general liability, auto liability and employer's liability. Should any of the above described policies be cancelled, notice will be delivered in accordance with the policy provisions.

CERTIFICATE HOLDER FOR PROPOSAL PURPOSES	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

ACORD 25 (2010/05)

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CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

STATE OF FLORIDA
COUNTY OF PALM
BEACH
TOWN OF LAKE PARK

BEFORE ME, the undersigned authority, personally appeared Martha A. Morgan who, after being sworn, depose and say that:
(1) He/she is the President of West Construction, Inc., hereinafter referred to as the "General Contractor"; who submitted a proposal to perform work for the following project:

Contract #: 103-2014 Project Lake Park Harbor Marina Seawall Remediation
Name: Martha A. Morgan He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(2) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

(3) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and

(4) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(5) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

Martha A. Morgan
Signature Martha A. Morgan, President

Subscribed and sworn to (or affirmed) before me this 7th day of August 2014 by Martha A. Morgan, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:



RACQUEL J. BARRETT
MY COMMISSION # EE 027664
EXPIRES: May 28, 2015
Bonded Thru Budget Notary Services

Notary Signature: _____

Notary Name: Racquel J. Barrett
Notary Public-State of Florida

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida
County of Palm Beach

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

(1) He is President of West Construction, Inc., the Bidder that has submitted a Bid to perform work for the following project:

Contract #: 103-2014 Project Name: Lake Park Harbor Marina Seawall Remediation

(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.

Martha A. Morgan
Signature

Martha A. Morgan, President

Subscribed and sworn to (or affirmed) before me this 7th day of August, 2014 by Martha A. Morgan, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:



RACQUEL J. BARRETT
MY COMMISSION # EE 037664
EXPIRES: May 26, 2016
Bonded thru Budget Notary Services

Notary Signature: *Racquel J. Barrett*

Notary Name: Racquel J. Barrett
Notary Public-State of Florida

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Martha A. Morgan
_____, who, after being by me first duly sworn, deposes and says:

(1) I am President of West Construction, Inc., the bidder that has submitted a proposal to perform work for the following project:

Contract #: 103-2014 Project Name: Lake Park Harbor Marina Seawall Remediation

(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.

Martha A. Morgan

Signature

Martha A. Morgan, President

Subscribed and sworn to (or affirmed) before me this 7th day of August 2014 by Martha A. Morgan, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:



RACQUEL J. BARRETT
NY COMMISSION # EE 097684
EXPIRES: May 26, 2015
Bonded Thru Budget Notary Services

Notary Signature: *Racquel J. Barrett*

Notary Name: Racquel J. Barrett
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: Lake Park Harbor Marina Seawall Remediation

Company Name and Address:

West Construction, Inc.

318 South Dixie Highway, Suite 4-5

Lake Worth, FL 33460



Signature

Martha A. Morgan, President
Name and Title

08/07/2014
Date

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

WEST CONSTRUCTION, INC.

Filing Information

Document Number	555487
FEI/EIN Number	591809068
Date Filed	12/16/1977
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	12/30/1983
Event Effective Date	NONE

Principal Address

318 SOUTH DIXIE HWY.
SUITE 4 - 5
LAKE WORTH, FL 33460-4452

Changed: 01/05/2009

Mailing Address

318 SOUTH DIXIE HWY.
SUITE 4 - 5
LAKE WORTH, FL 33460-4452

Changed: 01/05/2009

Registered Agent Name & Address

MORGAN, MARTHA A
318 SOUTH DIXIE HWY.
SUITE 4 - 5
LAKE WORTH, FL 33460-4452

Name Changed: 04/23/1993

Address Changed: 01/03/2013

Officer/Director Detail**Name & Address**

Title VP

2014 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 555487

Entity Name: WEST CONSTRUCTION, INC.

Current Principal Place of Business:

318 SOUTH DIXIE HWY.
SUITE 4 - 5
LAKE WORTH, FL 33460-4452

Current Mailing Address:

318 SOUTH DIXIE HWY.
SUITE 4 - 5
LAKE WORTH, FL 33460-4452 US

FEI Number: 59-1809068

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

MORGAN, MARTHA A
318 SOUTH DIXIE HWY.
SUITE 4 - 5
LAKE WORTH, FL 33460-4452 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title VP
Name WEST, MATTHEW F
Address 318 SOUTH DIXIE HWY., SUITE 4-5
City-State-Zip: LAKE WORTH FL 33460-4452

Title PTD
Name MORGAN, MARTHA A
Address 318 SOUTH DIXIE HWY.
SUITE 4 - 5
City-State-Zip: LAKE WORTH FL 33460-4452

Title SEC
Name WEST, MATTHEW F
Address 318 S. DIXIE HWY., SUITE 4-5
City-State-Zip: LAKE WORTH FL 33460-4452

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes, and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MARTHA A. MORGAN

PRESIDENT

01/24/2014

Electronic Signature of Signing Officer/Director Detail

Date

WEST, MATTHEW F
318 SOUTH DIXIE HWY., SUITE 4-5
LAKE WORTH, FL 33460-4452

Title PTD

MORGAN, MARTHA A
318 SOUTH DIXIE HWY.
SUITE 4 - 5
LAKE WORTH, FL 33460-4452

Title SEC

WEST, MATTHEW F
318 S. DIXIE HWY., SUITE 4-5
LAKE WORTH, FL 33460-4452

Annual Reports

Report Year	Filed Date
2012	01/05/2012
2013	01/03/2013
2014	01/24/2014

Document Images

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

ENGINEERED RESTORATIONS, INC.

Filing Information

Document Number	F12000001423
FEI/EIN Number	582122144
Date Filed	04/02/2012
State	GA
Status	ACTIVE

Principal Address225 BUFORD DRIVE
LAWRENCEVILLE, GA 30046**Mailing Address**225 BUFORD DRIVE
LAWRENCEVILLE, GA 30046**Registered Agent Name & Address**NORTHWEST REGISTERED AGENT LLC
3030 N. ROCKY POINT DRIVE, STE 150A
TAMPA, FL 33607

Address Changed: 05/16/2012

Officer/Director Detail**Name & Address****Title P**MOORE, DONALD B
225 BUFORD DRIVE
LAWRENCEVILLE, GA 30046**Title VP**PARNELL, JAMES
225 BUFORD DRIVE
LAWRENCEVILLE, GA 30046**Title S**

MOORE, MARTHA

225 BUFORD DRIVE
LAWRENCEVILLE, GA 30046

Annual Reports

Report Year	Filed Date
2013	01/28/2013
2014	01/13/2014

Document Images

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<u>04/02/2012 -- Foreign Profit</u>	View image in PDF format

Copyright and Privacy Policies
State of Florida, Department of State

2014 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F12000001423

Entity Name: ENGINEERED RESTORATIONS, INC.

Current Principal Place of Business:

225 BUFORD DRIVE
LAWRENCEVILLE, GA 30046

Current Mailing Address:

225 BUFORD DRIVE
LAWRENCEVILLE, GA 30046

FEI Number: 58-2122144

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

NORTHWEST REGISTERED AGENT LLC
3030 N. ROCKY POINT DRIVE, STE 150A
TAMPA, FL 33607 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name MOORE, DONALD B
Address 225 BUFORD DRIVE
City-State-Zip: LAWRENCEVILLE GA 30046

Title VP
Name PARNELL, JAMES
Address 225 BUFORD DRIVE
City-State-Zip: LAWRENCEVILLE GA 30046

Title S
Name MOORE, MARTHA
Address 225 BUFORD DRIVE
City-State-Zip: LAWRENCEVILLE GA 30046

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath, that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DONALD B. MOORE

PRESIDENT

01/13/2014

Electronic Signature of Signing Officer/Director Detail

Date

ATTACHMENT IV

COPY

**BID FORM: No. 103-2014
SEAWALL REHABILITATION
LAKE PARK HARBOR MARINA
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:

Four hundred sixty eight thousand, two hundred sixty three (\$468,263.80)
Dollars AND Eighty cents

Completion: One Hundred Twenty (120) 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 YES
- Acknowledge Addenda # 1 (if issued) YES
- Bid bond (minimum of 5% of total bid (signed) YES
 - 1 Original and 2 copies of the following:
 - Bid Form (signed) YES
- Clarifications/Exceptions YES
- List of Subcontractors YES
- 'Drug Free Workplace Cert. (signed) YES
- List of References YES
- Licenses (copies of applicable licenses) YES
- Proof of Existing Insurance Coverage YES
- Certification of Eligibility of General Contractor YES
- Noncollusion Affidavit of Prime Bidder YES
- Anti-kickback Affidavit YES
- Certification of Nonsegregated Facilities YES

NAME OF FIRM Stable Soils of Florida, Inc.

ADDRESS 4265 NW 44th Ave. #7 Ocala, FL 34482

PHONE# 352-433-2323 FAX# 352-732-5459

AUTHORIZED SIGNATURE [Signature]

NAME & TITLE (TYPED or PRINTED) David Tuck, Managing Partner

POINT OF CONTACT EMAIL ADDRESS: Stablesoils@AOL.com

DATE: 8/6/14 TAX PAYER ID#: 21-2509297

**LAKE PARK HARBOR MARINA SEAWALL REMEDIATION
TOWN OF LAKE PARK BID NO. 103-2014**

SCHEDULE OF OF BID ITEMS

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED COST</u>
1	Indemnification.	1	Job	\$100.00	\$100.00
2	Performance & Payment Bond.	1	Job	L.S.	\$ <u>13,638.76</u>
3	Mobilization, Incl. registration with the Town and permit (fee waived).	1	Job	L.S.	\$ <u>100,000⁰⁰</u>
4	Pedestrian Safety; Incl. all signage, barriers equipment, labor and other incidentals to protect pedestrians from work zone. Coordinate with Marina Director.	1	Job	L.S.	\$ <u>3,500⁰⁰</u>
5	Remove and dispose of existing lumber, plywood, carpet and fasteners; Incl. all labor, equipment, tools and materials.	1,182	S.Y.	\$ <u>7.75</u>	\$ <u>9,160.50</u>
6	Silt Fence; Incl. any material, equipment, and incidentals to complete work for silt fence install maintain and remove.	2,000*	L.F.	\$ <u>.95</u>	\$ <u>1,900.00</u>
7	Gangway (4' wide access over excavation from solid surface to seawall cap) See Town Detail Sheet a.) <u>Portable</u> , ADA compliant, OSHA compliant, at fishing pier, fuel dock, and two floating docks. Anticipate two per phase. b.) <u>Portable</u> , OSHA compliant at finger piers where boat cannot be relocated.	2	Ea.	\$ <u>1,500</u>	\$ <u>3,000⁰⁰</u>
		4	Ea.	\$ <u>1,500</u>	\$ <u>6,000⁰⁰</u>
8	Remove existing paver brick; Incl. removal of full width of pavers and stacking pavers neatly on Town provided pallets. Town will remove loaded pallets.	11,820	S.F.	\$ <u>1.90</u>	\$ <u>22,458.00</u>
9	Remove and dispose of 8" concrete header curb; Incl. labor, equipment, materials and tools and other incidentals required to complete the work. Separate disposal from bid item No. 11. SEE NOTE No. 1.	1,961	L.F.	\$ <u>10.64</u>	\$ <u>20,865.04</u>

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED COST</u>
10	Excavation of backfill; Incl. support and protection of existing utilities if encountered. See Bid Item 11.	1,789	L.F.	\$ <u>33.35</u>	\$ <u>59,663.15</u>
11	Removal and disposal of flowable fill and debris encountered during excavation. Measured per 10 C.Y. roll-off container.	5*	Ea.	\$ <u>400.00</u>	\$ <u>2,000.00</u>
12	Tieback recoating with coal tar epoxy; Incl. any labor, equipment, tools, materials, and other incidentals to complete the recoating of tiebacks exposed during excavation.	1,000*	L.F.	\$ <u>1.40</u>	\$ <u>1,400.00</u>
13	"Landside" chemical grouting; Incl. all labor, tools, equipment and materials and other incidentals necessary to complete the specified work (assumes 0.75 gal./vertical foot per joint, avg. 10 vertical feet per joint, 7.5 gallons per joint). SEE NOTE No. 2.	412.5*	Gallons	\$ <u>112.53</u>	\$ <u>46,418.63</u>
14	"Waterside" chemical grouting; Incl. all labor, equipment, materials and tools and other incidentals necessary to complete the specified work (Assumes 10 vertical feet per piling) SEE NOTE No.3	135*	Gallons	\$ <u>139.20</u>	\$ <u>18,792.00</u>
15	Wall drain concrete panel core 4"; Incl. all labor, materials, 4" weep hole assembly, tools and equipment and other incidentals necessary to complete the specified work.	^{1/2} 110 *	Ea	\$ <u>284.45</u>	^{41,529.20} \$ <u>31,289.50</u>
16	Backfill excavation (including 4' filter fabric at all joints) and recompact to 8" below seawall cap; Incl. all labor, equipment, materials and tools and other incidentals necessary to complete the work.	1,789	L.F.	\$ <u>6.04</u>	\$ <u>10,805.56</u>
17	Root Barrier Installation; Incl. all labor, equipment, materials, tools and other incidentals necessary to complete the work	125	L.F.	\$ <u>23.00</u>	\$ <u>2,875.00</u>
18	6" Stamped reinforced concrete structural walk-way; Incl. all labor, materials, reinforced tools/ equip., and other incidentals necessary to complete the specified work. Concrete color to be integral "Terra Cotta" color with a "running bond" stamp design.	1,358	S.Y.	\$ <u>62.10</u>	\$ <u>84,331.80</u>

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED COST</u>
19	Sod; Incl. all labor, material, tools and equipment and other incidentals necessary to complete the work. Floratam Sod to be placed adjacent to new concrete walkway where adjacent to grass areas.	999**	S.Y.	\$ <u>9.85</u>	\$ <u>9,840.15</u>
20	Dow Corning 890 Silicon joint sealant; Incl. all labor, materials, tools and equipment, backer rod and other incidentals necessary to complete the specified work. Also includes all labor, tools materials & equipment to fill existing penetration holes in seawall cap.	1,951	L.F.	\$ <u>6.71</u>	\$ <u>13,091.21</u>
21	Pavement Restoration; Incl. all labor, materials, tools, and equipment and other incidentals necessary to complete the removal and replacement of asphalt and base adjacent to the new sidewalk where walkway abuts asphalt parking.	230	S.Y.	\$ <u>21.75</u>	\$ <u>5,002.50</u>
22	Import Fill for make-up of debris removal and unsuitable backfill material; Includes transport, placement, compaction & grading. Town to provide material.	30***	C.Y.	\$ <u>17.00</u>	\$ <u>510.00</u>
23	Misc. 4" Concrete Sidewalk or Paver Brick Removal & Replacement: Incl. all labor, materials, equip.	30*	S.Y.	\$ <u>37.40</u>	\$ <u>1,122.00</u>
24	Consideration for Irrigation System Repair, Adjustment of Mist Heads. See Addendum No. 1	1	L.S.	\$ <u>500.00</u>	\$ <u>500.00</u>

TOTAL BASE BID ITEMS 1 THRU 24

\$ _____

Written Amount \$ _____

ALTERNATE I - CREDIT from bid item No. 18, 6" Stamped Concrete with Integral Color: <u>DELETE</u> Stamped Concrete pattern, finish with broom finish ONLY (i.e., Integral Terra Cotta Color with Broom Finish).	1,358	S.Y.	\$ <u>5.18</u>	\$ <u>(7,034.44)</u>
ALTERNATE II - CREDIT from bid item No. 18, 6" Stamped Concrete with Integral Color: <u>DELETE</u> both Stamped Concrete pattern and Integral color (i.e. concrete to be broom finished w/no coloring)	1,358	S.Y.	\$ <u>18.11</u>	\$ <u>(24,593.58)</u>

Schedule of Bid Items Cont.

ALTERNATE III - CREDIT from bid item No. 18,

1.) <u>DELETE</u> Structural Steel from 5'-8" wide portion of 6" stamped reinforced structural walkway.	782	S.Y.	\$ <u>2.60</u>	\$ (2,032.60)
<u>PROVIDE</u> 6 x 6 woven wire fabric with fabric underlayment per Town Detail Sheet (i.e. maintain stamped pattern and color).				
a.) <u>Delete</u> stamped pattern, provide broom finish	782	S.Y.	\$ <u>5.18</u>	\$ (4,050.76)
b.) <u>Delete</u> integral color	782	S.Y.	\$ <u>7.76</u>	\$ (6,068.32)

SUBMITTED BY: DAVID TUCK Title: MANAGING PARTNER

NAME OF FIRM: STABLESOILS OF FL, INC

NOTES TO SCHEDULE OF BID ITEMS:

1. Existing sidewalks, paver walkways and intersecting curbs shall be neatly sawcut and preserved to ensure clean joint with proposed concrete structural slab.
 2. The number of joints to be grouted is unknown and will be field determined based on voids visually observed (or probed) following removal of plywood, pavers, and completion of excavation. For bidding purposes it is assumed 73 joints will be grouted, of which 75% (55 joints @ 7.5 gallons per joint = 412.5 gallons) will be landside grouting and 25% will be waterside grouting.
 3. Each piling includes 2 joints/seams. All joints are to be attempted to be sealed utilizing the "Landside" technique. Waterside grouting will only be utilized if landside injection rods injection rods cannot be inserted to full depth. For bidding purposes it is assumed that 25% of 73 joints (18) joints will require waterside grouting at 7.5 gallons per joint for a total of 135 gallons.
- * Assumed Quantity: Contractor to be paid based on actual field measured units.
 - ** Plan Estimate is 580 S.Y. allowing remainder for Contractor access & restoration considerations. Include top dressing & watering. To be complete prior to moving to next phase.
 - *** Town will stockpile suitable sand at trailer parking lot N.W. Corner of Silver Beach Rd. & U.S. 1. Silt Fence-2000 L.F. is assumed. Contractor to coordinate with Town Rep. on required locations. Tieback Recoating-1000 L.F. is assumed based on up to 5 L.F. of tieback rod will be exposed during excavation approx. 200 tieback rods. Chemical Grout-73 joints assumed for bid purposes, actual number of joints to be field determined. Wall Drain-110 cores based on 73 joints assumed to receive chemical grout, assumes 1.5 times that number of joints for panel cores (73 x 1.5 = 110 cores). Flowable Fill & Debris Remove & Dispose: 5 - 10 C.Y. Roll-off containers are assumed (10 C.Y./200 ft.). Wheel Stops to be removed and replaced at Contractor's discretion.

END OF SCHEDULE OF BID ITEMS



Public Works
Department

**ADDENDUM NO. 1
TOWN OF LAKE PARK
SEAWALL REMEDIATION
LAKE PARK HARBOR MARINA
BID NO. 103-2014**

SEAWALL REMEDIATION-LAKE PARK HARBOR MARINA

Each recipient of the Addendum No.1 to the bid who responds to the bid acknowledges all of the provisions set forth in the Invitation to Bid and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the bid documents for *SEAWALL REMEDIATION-LAKE PARK HARBOR MARINA, Town of Lake Park Bid No. 103-2014*

PLAN SHEETS 1-8: Add Town Detail Sheet (8-1/2" x 14")

Attached is "TOWN DETAIL SHEET" as referenced in bid item No. 7 "Gangways". The detail sheet shows two types of gangways to indicated expectations to maintain access.

Attached is "TOWN DETAIL SHEET" as referenced in bid item ALTERNATE III. The detail sheet provides details on woven wire fabric in the six inch concrete walkway in lieu of reinforcement steel.

PLAN SHEETS 1-8: Add "TOWN PLAN FOR WALKWAY CROSS SLOPE, SOD & IRRIGATION (11" X 17").

BOUND CONTRACT DOCUMENT:

Page 25, TECHNICAL SPECIFICATIONS

Attached is a revised page 25 "Technical Specifications" which provides requirements and expectations not indicated on plan sheets 1 thru 8.

Page 24, SCOPE OF WORK

Attached is revise page 24 adding wording for "harmonizing".

Schedule of Bid Items, page 27; Bid Item No. 4, replace the wording " Marina Director" with "Construction Inspector."

Schedule of Bid Items, page 27; Bid Item No. 6, add wording to include Turbidity Barrier and Pollution Prevention Plan.

Schedule of Bid Items, page 28; Bid Item No. 15, delete quantity of 110. Replace with quantity of 146.

650 Old Dixie Highway
Lake Park, FL 33703
Phone: (561) 881-3343
Fax: (561) 881-3349

www.lakeparkflorida.gov

Addendum No. 1 Cont.

Schedule of Bid Items pages 29 & 30 are replaced with revised pages.

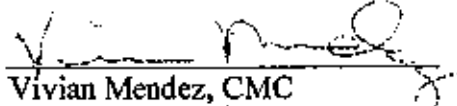
- Bid item No. 19 has added an ** to refer to Notes to Schedule of Bid Items which require top dressing, watering and completion of sod prior to progressing to next phase.
- Bid item No. 22 has been added to address Imported Fill that will be needed to replace removed debris or unsuitable material.
- Bid item No. 23 has been added to address misc. concrete and paver brick removal and replacement.
- Bid item No. 24 has been added to address consideration for irrigation system repair and adjustment of pop-up mist heads.

Attachments:

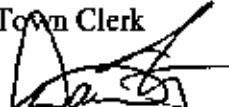
Town Detail Sheet
Town Plan for Walkway Cross Slope, Sod & Irrigation
Revised Scope of Work Page 24
Revised Technical Specification Page 25
Revised Schedule of Bid Items Page 29
Revised Schedule of Bid Items Page 30

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

Issued By: Town of Lake Park
Office of the Town Clerk
July 31, 2014

Signed By: 
Vivian Mendez, CMC
Town Clerk

Bidder:

Signed By: 
Print Name: David Tuck
Title: Managing Partner
Date: 8/6/14

End of Addendum #1

THE AMERICAN INSTITUTE OF ARCHITECTS

Executed in 1 Counterpart



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Stable Soils of Florida, Inc.**
4265 NW 44th Avenue #7, Ocala, FL 34482 (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and **Merchants Bonding Company**
2100 Fleur Drive, Des Moines, IA 50321-1158 (Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of IOWA
as Surety, hereinafter called the Surety, are held and firmly bound unto **Town of Lake Park**
535 Park Avenue, Lake Park, FL 33403 (Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount Bid**
Dollars (\$ **---5%---**),

for the payment of which sum well and truly to be made, the said Principal and the said 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 (Here insert full name, address and description of project)
Town Bid No. 103-2014, Seawall Remediation Lake Park Harbor Marina, 105 Lake Shore Drive, Lake Park FL,

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 **7th** day of **August** 2014

(Witness)

Stable Soils of Florida, Inc.
(Principal) (Seal)
[Signature]
(Title)

Merchants Bonding Company
(Surety) (Seal)
[Signature]
(Title)

Patricia L. Slaughter, Attorney-in-Fact
and Florida Licensed Resident Agent

MERCHANTS
BONDING COMPANY.
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make constitute and appoint individually,

Cheryl Foley; Don Bramlage; Gloria A Richards; Jeffrey W Reich; Kim E Niv; Leslie M Donahue; Lisa Roseland; Patricia L Slaughter; Susan L Reich; Teresa L Durham

of Maitland and State of Florida their true and lawful Attorney-in-Fact with full power and authority hereby conferred in their name, place and stead to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of,

EIGHT MILLION (\$8,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 22nd day of January, 2014



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 22nd day of January, 2014, before me appeared Larry Taylor to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seal of the Companies, and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Maranda Greenwalt
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC. do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of August, 2014.



William Warner Jr.
Secretary

CLARIFICATIONS/EXCEPTIONS

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

— NONE —

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

LIST OF SUBCONTRACTORS

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

<u>NAME OF COMPANY</u>	<u>ADDRESS OF COMPANY</u>	<u>PHONE/CONTACT</u>
1) <u>Adeimy Concrete</u>	<u>1201 OMAR RD. WPB</u>	<u>Bill Adeimy 832-6305</u>
2) <u>AMERICAN CUTTING/DRILL</u>	<u>2920 NW 22ND TER POMPANO</u>	<u>954-917-0240</u>
3) _____	_____	_____
4) _____	_____	_____
5) _____	_____	_____

LIST OF REFERENCES

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

REFERENCE #1

Company/Agency Name: THE FLORIDA LOTTERY
Address: 250 MARRIOTT DRIVE
TALLAHASSEE, FL 32301

Point of Contact: RHEH FRISBIE - DIRECTOR OF PROCUREMENT
Phone Number: 850-264-1102 - Cell
Fax Number: _____

REFERENCE #2

Company/Agency Name: WALT DISNEY WORLD / REEDY CREEK
Address: THEISEN DEV.
8150 ASTRONAUT BLVD
CAGE CANAVERAL, FL 32920

Point of Contact: RICK THEISEN
Phone Number: 321-403-5178
Fax Number: _____

REFERENCE #3

Company/Agency Name: MATHERS ENGINEERING CORP.
Address: 2431 SE DIXIE HIGHWAY
STUART, FL 34996

Point of Contact: BILL MATHERS
Phone Number: 772-287-0525
Fax Number: 772-220-8686



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

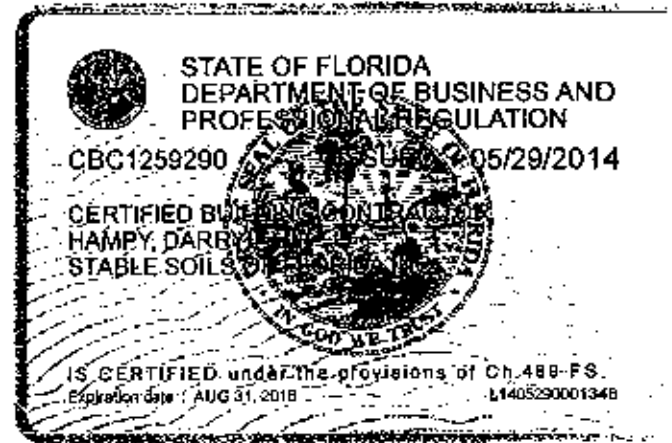
(850) 487-1395

HAMPY, DARRYL
STABLE SOILS OF FLORIDA INC
P O BOX 2463
OCALA FL 34478

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbecue restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CBC1259290	

The BUILDING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

HAMPY, DARRYL
STABLE SOILS OF FLORIDA INC
4265 NW 44TH AVENUE, SUITE 7
OCALA FL 34478



CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

STATE OF FLORIDA
COUNTY OF PALM
BEACH
TOWN OF LAKE PARK

BEFORE ME, the undersigned authority, personally appeared Darryl Hanopy who, after b
(1) He/she is the Contractor of Stable Soils of Florida, Inc., hereinafter referred to as the "General Contractor"; who submitted a proposal to perform work for the following project:

Contract #: 103-2014 Project

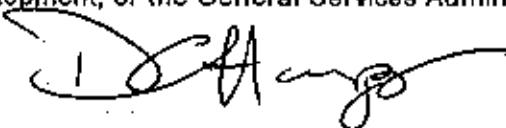
Name: Darryl Hanopy He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(2) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

(3) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and

(4) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(5) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.



Signature

Subscribed and sworn to (or affirmed) before me this 6th day of August 2014 by Darryl Hanopy who is personally known to me or who has produced na as identification.

NOTARY SEAL:

Notary Signature: Deborah Maddux

Notary Name: Deborah Maddux
Notary Public-State of Florida



NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

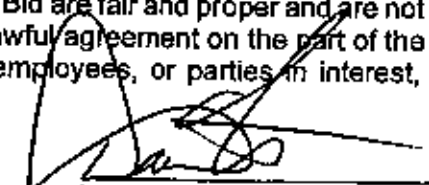
State of Florida
County of Palm Beach

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

(1) He is MANAGING PARTNER of STABLESOFT OF FL, INC., the Bidder that has submitted a Bid to perform work for the following project:

Contract #: 103-2014 Project Name: LAKE PARK MARINA SEAWALL

- (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 6 day of August 2014 by David Tuck, who is personally known to me or who has produced MA as identification.

NOTARY SEAL:

Notary Signature: Deborah Maddux
Notary Name: Deborah Maddux
Notary Public-State of Florida



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

(1) I am MANAGING PARTNER of STABLESOILS OF FL, INC., the bidder that has submitted a proposal to perform work for the following project:

Contract #: 103-2014 Project Name: LAKE PARK MARINA SEAWALL

(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 16 day of August 2014 by
David Tuck, who is personally known to me or who has produced _____
na as identification.

NOTARY SEAL:

Notary Signature: Deborah Maddux
Notary Name: Deborah Maddux
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.

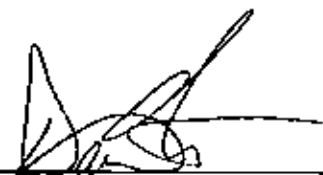
Project Name: #103-2014 - LAKE PARK MARINA SEAWALL

Company Name and Address:

STABLESOILS OF FL, INC.

4265 NW 44th AVE

OCALA, FL 34482



Signature

DAVID TUCK - MANAGING PARTNER
Name and Title

8/6/14
Date



Public Works
Department

**ADDENDUM NO. 1
TOWN OF LAKE PARK
SEAWALL REMEDIATION
LAKE PARK HARBOR MARINA
BID NO. 103-2014**

SEAWALL REMEDIATION-LAKE PARK HARBOR MARINA

Each recipient of the Addendum No.1 to the bid who responds to the bid acknowledges all of the provisions set forth in the Invitation to Bid and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the bid documents for *SEAWALL REMEDIATION-LAKE PARK HARBOR MARINA, Town of Lake Park Bid No. 103-2014*

PLAN SHEETS 1-8: Add Town Detail Sheet (8-1/2" x 14")

Attached is "TOWN DETAIL SHEET" as referenced in bid item No. 7 "Gangways". The detail sheet shows two types of gangways to indicated expectations to maintain access.

Attached is "TOWN DETAIL SHEET" as referenced in bid item ALTERNATE III. The detail sheet provides details on woven wire fabric in the six inch concrete walkway in lieu of reinforcement steel.

PLAN SHEETS 1-8: Add "TOWN PLAN FOR WALKWAY CROSS SLOPE, SOD & IRRIGATION (11" X 17").

BOUND CONTRACT DOCUMENT:

Page 25, TECHNICAL SPECIFICATIONS

Attached is a revised page 25 "Technical Specifications" which provides requirements and expectations not indicated on plan sheets 1 thru 8.

Page 24, SCOPE OF WORK

Attached is revise page 24 adding wording for "harmonizing".

Schedule of Bid Items, page 27; Bid Item No. 4, replace the wording "Marina Director" with "Construction Inspector."

Schedule of Bid Items, page 27; Bid Item No. 6, add wording to include Turbidity Barrier and Pollution Prevention Plan.

Schedule of Bid Items, page 28; Bid Item No. 15, delete quantity of 110. Replace with quantity of 146.

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

www.lakeparkflorida.gov

Addendum No. 1 Cont.

Schedule of Bid Items pages 29 & 30 are replaced with revised pages.

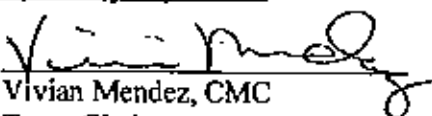
- Bid item No. 19 has added an ** to refer to Notes to Schedule of Bid Items which require top dressing, watering and completion of sod prior to progressing to next phase.
- Bid item No. 22 has been added to address Imported Fill that will be needed to replace removed debris or unsuitable material.
- Bid item No. 23 has been added to address misc. concrete and paver brick removal and replacement.
- Bid item No. 24 has been added to address consideration for irrigation system repair and adjustment of pop-up mist heads.

Attachments:

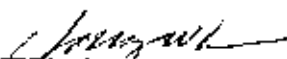
Town Detail Sheet
Town Plan for Walkway Cross Slope, Sod & Irrigation
Revised Scope of Work Page 24
Revised Technical Specification Page 25
Revised Schedule of Bid Items Page 29
Revised Schedule of Bid Items Page 30

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

Issued By: Town of Lake Park
Office of the Town Clerk
July 31, 2014

Signed By: 
Vivian Mendez, CMC
Town Clerk

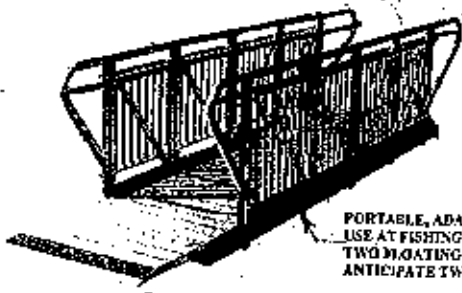
Bidder:

Signed By: 
Print Name: Henry W. Elmore
Title: MEMBER
Date: 8/05/14

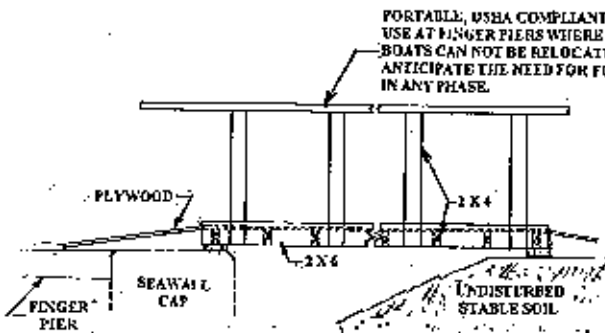
End of Addendum #1

TSE Disaster

GANGWAYS



PORTABLE, ADA & OSHA COMPLIANT.
USE AT FISHING PIER, FUEL DOCK AND
TWO MOATING DOCKS IN PHASE 2.
ANTICIPATE TWO NEEDED PER PHASE.



PORTABLE, USHA COMPLIANT.
USE AT FINGER PIERS WHERE
BOATS CAN NOT BE RELOCATED.
ANTICIPATE THE NEED FOR FOUR
IN ANY PHASE.

ALTERNATE III

CREDIT FROM BID ITEM NO. 18

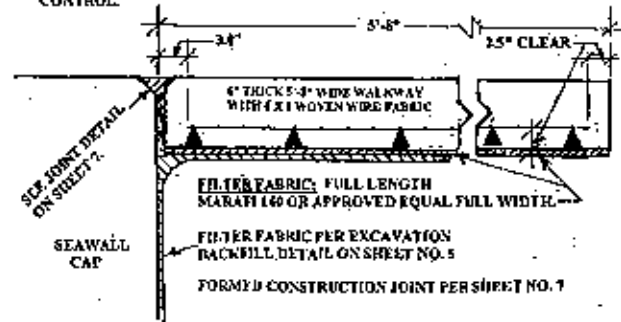
1.) DELETE STRUCTURAL STEEL FROM 5'-8" WIDE PORTION OF 6" STAMPED STRUCTURAL WALKWAY. PROVIDE 4 X 6 WOVEN WIRE FABRIC WITH FABRIC UNDERLAYMENT (I.E. MAINTAIN STAMPED PATTERN AND COLOR).

1.) DELETE STAMPED PATTERN. PROVIDE BROOM FINISH.
TOOL JOINTS @ 3'-4"

1A.) DELETE INTEGRAL COLOR.

4 X 6 WOVEN WIRE FABRIC:
ACEROMEX REMESH ROLL 4X6-D1 AND L1 10G OR APPROVED EQUAL
TENSILE STRENGTH: > 610 MPa
YIELD STRENGTH: > 370 MPa
ELONGATION: < 5%

WIRE FABRIC SUPPORT:
PCC AZTEC CASTLE CHAIR- 1.5" OR APPROVED
EQUAL AS REQUIRED TO PROVIDE QUALITY
CONTROL.



TOWN DETAIL SHEET
GANGWAY & SIDEWALK
WITH WOVEN WIRE FABRIC
SUPPLEMENT TO SEAWALL
TOWN PROJECT: NO. 16-2214

TECHNICAL SPECIFICATIONS

- Attached to this document are separate plans/drawings available as a complement to the Scope of Work for this project. Questions may be further clarified in any Addenda issued. Bidders are encouraged to visit the project site so that local conditions are known and considered.

WORKER SAFETY WHEN WORKING ON OR NEAR WATER: A U.S. Coast Guard approved PFD should be worn whenever employees are working on or near water where the danger of drowning exists. Employers should have life-rings readily available for workers who work on or near water. Employers should develop, implement and enforce a comprehensive written safety program for all workers that includes training in hazard recognition and the avoidance of unsafe conditions when working on or near water. Employers should develop, implement and enforce a comprehensive written safety program for all workers that includes training in hazard recognition and the avoidance of unsafe conditions when working on or near water. See OSHA 1926.106.

TIME EXTENSION FOR TROPICAL STORM: The contract allows for 120 calendar days from Notice to Proceed to Completion. Should the Town of Lake Park come under a Tropical Storm Warning during the execution of the contract, a time extension will be granted from the day of issuance of the warning thru the passing of the storm plus seven calendar days or until the contractor returns to the work site, whichever is less. Additional time will be considered in the event of a hurricane landfall between Miami and Vero Beach.

CHEMICAL GROUT APPROVAL OTHER THAN SPECIFIED: Plan sheet No. 6 of 8, Part 2.01C requires that "The use of a product other than specified will be considered providing the contractor requests its use in writing to the Engineer." As of the issuance of this Addendum No. 1 no such written request has been received. A bidder must base his bid on one of the two manufacture's product specified and if intending to request that an alternate product be considered, provide such written request with his bid submittal and include the support documentation and potential savings to the Town. Identify this request in the CLARIFICATIONS/EXCEPTIONS, page 31 of the bid submittal. Include manufacturer's certification to apply product under Licensing, page 35.

POLLUTION PREVENTION: See sheet 8 of 8 regarding turbidity barrier and pollution prevention plan.

WALL DRAIN/CONCRETE PANEL CORE: Contractor is encouraged to submit detail/ mfg. cut sheet as alternative to 4" Steel Jet Filter Assembly Detail as shown on Sheet 8 of 8.

SCOPE OF WORK

**SEAWALL REHABILITATION
LAKE PARK HARBOR MARINA
TOWN OF LAKE PARK**

Provide pedestrian safety and pollution prevention measures including dust control and clear access to pier, dock or boat access as identified in the plans.

Provide labor equipment and materials to remove existing outdoor carpet and plywood walkway and palletize approximately 11,820 s.f. of brick pavers. Town will remove loaded pallets. Contractor to dispose of carpet and plywood.

Identify voids under walkway adjacent to seawall with assistance of Town provided inspector, technician or engineer.

Excavate and inject chemical grout at seawall panel joint locations of identifiable or questionable voids.

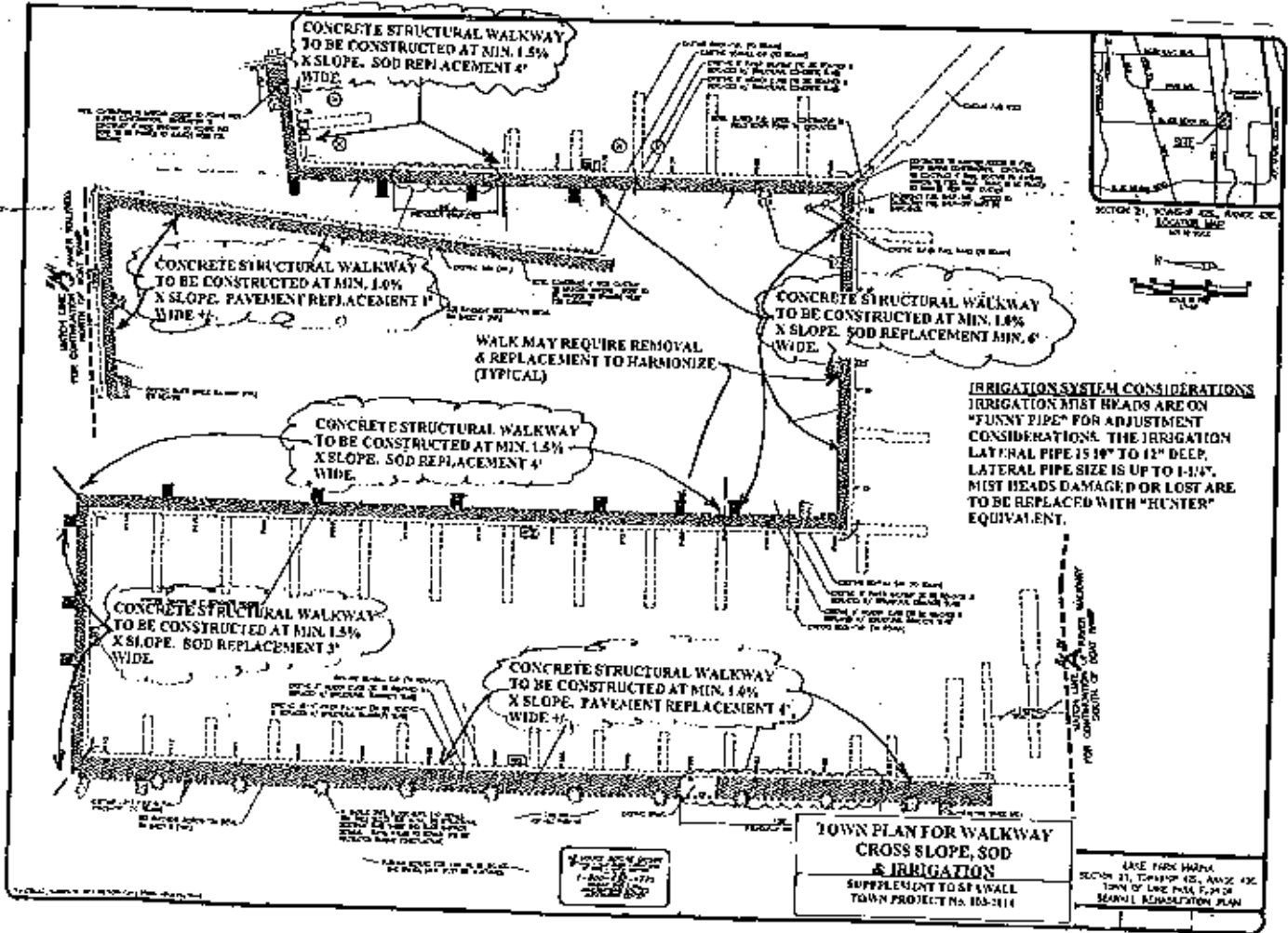
Install drainage weep system at locations where chemical injection is installed.

Backfill/compact, place filter fabric.

Construct concrete sidewalk.

Harmonize existing areas adjacent to back of new sidewalk. Adjust areas to meet new elevations.

0176



LAKE PARK HARBOR MARINA SEAWALL REMEDIATION
TOWN OF LAKE PARK BID NO. 103-2014

SCHEDULE OF OF BID ITEMS

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED COST</u>
1	Indemnification.	1	Job	\$100.00	\$100.00
2	Performance & Payment Bond.	1	Job	L.S.	<u>\$15,000.00</u>
3	Mobilization, Incl. registration with the Town and permit (fee waived).	1	Job	L.S.	<u>\$25,000.00</u>
4	Pedestrian Safety; Incl. all signage, barriers equipment, labor and other Incidentals to protect pedestrians from work zone. Coordinate with Marina Director.	1	Job	L.S.	<u>\$15,000.00</u>
5	Remove and dispose of existing lumber, plywood, carpet and fasteners; Incl. all labor, equipment, tools and materials.	1,182	S.Y.	<u>\$14.50</u>	<u>\$17,139.00</u>
6	Silt Fence; Incl. any material, equipment, and Incidentals to complete work for silt fence install maintain and remove.	2,000*	L.F.	<u>\$2.25</u>	<u>\$4,500.00</u>
7	Gangway (4' wide access over excavation from solid surface to seawall cap) See Town Detail Sheet a.) <u>Portable</u> , ADA compliant, OSHA compliant, at fishing pier, fuel dock, and two floating docks. Anticipate two per phase. b.) <u>Portable</u> , OSHA compliant at finger piers where boat cannot be relocated.	2	Ea.	<u>\$8000.00</u>	<u>\$16,000.00</u>
		4	Ea.	<u>\$5000.00</u>	<u>\$20,000.00</u>
8	Remove existing paver brick; incl. removal of full width of pavers and stacking pavers neatly on Town provided pallets. Town will remove loaded pallets.	11,820	S.F.	<u>\$2.60</u>	<u>\$30,732.00</u>
9	Remove and dispose of 8" concrete header curb; Incl. labor, equipment, materials and tools and other incidentals required to complete the work. Separate disposal from bid item No. 11. SEE NOTE No. 1.	1,961	L.F.	<u>\$8.75</u>	<u>\$17,158.75</u>

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED COST</u>
10	Excavation of backfill; Incl. support and protection of existing utilities if encountered. See Bid Item 11.	1,789	L.F.	\$ <u>5.70</u>	\$ <u>10,197.30</u>
11	Removal and disposal of flowable fill and debris encountered during excavation. Measured per 10 C.Y. roll-off container.	5*	Ea.	\$ <u>1955.00</u>	\$ <u>9775.00</u>
12	Tieback recoating with coal tar epoxy; Incl. any labor, equipment, tools, materials, and other incidentals to complete the recoating of tiebacks exposed during excavation.	1,000*	L.F.	\$ <u>3.00</u>	\$ <u>3,000.00</u>
13	"Landside" chemical grouting; Incl. all labor, tools, equipment and materials and other incidentals necessary to complete the specified work (assumes 0.75 gal./vertical foot per joint, avg. 10 vertical feet per joint, 7.5 gallons per joint). SEE NOTE No. 2.	412.5*	Gallons	\$ <u>157.00</u>	\$ <u>64,762.50</u>
14	"Waterside" chemical grouting; Incl. all labor, equipment, materials and tools and other incidentals necessary to complete the specified work (Assumes 10 vertical feet per piling) SEE NOTE No.3	135*	Gallons	\$ <u>191.00</u>	\$ <u>25,785.00</u>
15	Wall drain concrete panel core 4"; Incl. all labor, materials, 4" weep hole assembly, tools and equipment and other incidentals necessary to complete the specified work.	110*	Ea	\$ <u>230.00</u>	\$ <u>25,300.00</u>
16	Backfill excavation (including 4' filter fabric at all joints) and recompact to 8" below seawall cap; Incl. all labor, equipment, materials and tools and other incidentals necessary to complete the work.	1,789	L.F.	\$ <u>9.55</u>	\$ <u>17,084.95</u>
17	Root Barrier Installation; Incl. all labor, equipment, materials, tools and other incidentals necessary to complete the work	125	L.F.	\$ <u>63.92</u>	\$ <u>7990.00</u>
18	6" Stamped reinforced concrete structural walk-way; Incl. all labor, materials, reinforced tools/ equip., and other incidentals necessary to complete the specified work. Concrete color to be integral "Terra Cotta" color with a "running bond" stamp design.	1,358	S.Y.	\$ <u>114.00</u>	\$ <u>154,812.00</u>

33,580¹²

TSI Disaster

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	ESTIMATED COST
19	Sod; incl. all labor, material, tools and equipment and other incidentals necessary to complete the work. Rorotan Sod to be placed adjacent to new concrete walkway where adjacent to grass areas.	999**	S.Y.	\$ 5.50	\$ 5494.50
20	Dow Corning 890 Silicon Joint Sealant; incl. all labor, materials, tools and equipment, backer rod and other incidentals necessary to complete the specified work. Also includes all labor, tools materials & equipment to fit existing penetration holes in scawall cap.	1.951	L.F.	\$ 9.35	\$ 18,241.85
21	Pavement Restoration; incl. all labor, materials, tools, and equipment and other incidentals necessary to complete the removal and replacement of asphalt and base adjacent to the new sidewalk where walkway abuts asphalt parking.	230	S.Y.	\$ 20.00	\$ 4600.00
22	Import fill for make-up of debris removal and unsuitable backfill material; includes transport, placement, compaction & grading. Town to provide material.	30***	C.Y.	\$ 12.00	\$ 360.00
23	Misc. 4" Concrete Sidewalk or Paver Brick Removal & Replacement; incl. all labor, materials, equip.	30*	S.Y.	\$ 140.00	\$ 4200.00
24	Consideration for Irrigation System Repair, Adjustment of Mist Heads. See Addendum No. 1	1	L.S.	\$ 2500.00	\$ 2500.00
TOTAL BASE BID ITEMS 1 THRU 24					\$ 514,732.85
Written Amount <u>Five hundred & Fourteen thousand, Seven hundred and thirty two dollars and eighty five cents.</u>					
ALTERNATE I - CREDIT from bid item No. 18, 6" Stamped Concrete with Integral Color; DELETE Stamped Concrete pattern, finish with broom finish ONLY (i.e., Integral Terra Cotta Color with Broom Finish).		1.358	S.Y.	\$ 9.50	\$ 12,901.00
ALTERNATE II - CREDIT from bid item No. 18, 6" Stamped Concrete with Integral Color; DELETE both Stamped Concrete pattern and Integral color (i.e. concrete to be broom finished w/no coloring)		1.358	S.Y.	\$ 39.50	\$ 53,641.00

TST INCAS 2022

Schedule of Bid Items Cont.

ALTERNATE III - CREDIT from bid item No. 18,	782	S.Y.	\$	3.00	\$	2346.00
1.) DELETE Structural Steel from 5'-8" wide portion of 6" stamped reinforced structural walkway.						
PROVIDE 6 x 6 woven wire fabric with fabric underlayment per Town Detail Sheet (i.e. maintain stamped pattern and color).	782	S.Y.	\$	6.00	\$	4692.00
a.) Delete stamped pattern, provide broom finish	782	S.Y.	\$	23.00	\$	17198.00
b.) Delete integral color						

SUBMITTED BY: Anthony Title: Manager
 NAME OF FIRM: T&E Disaster Recovery, LLC

NOTES TO SCHEDULE OF BID ITEMS:

- Existing sidewalks, paver walkways and intersecting curbs shall be neatly sawcut and preserved to ensure clean joint with proposed concrete structural slab.
 - The number of joints to be grouted is unknown and will be field determined based on voids visually observed (or probed) following removal of plywood, pavers, and completion of excavation. For bidding purposes it is assumed 73 joints will be grouted, of which 75% (55 joints @ 7.5 gallons per joint = 412.5 gallons) will be landside grouting and 25% will be waterside grouting.
 - Each piling includes 2 joints/seams. All joints are to be attempted to be sealed utilizing the "Landside" technique. Waterside grouting will only be utilized if landside injection rods injection rods cannot be inserted to full depth. For bidding purposes it is assumed that 25% of 73 joints (18) joints will require waterside grouting at 7.5 gallons per joint for a total of 135 gallons.
- * Assumed Quantity: Contractor to be paid based on actual field measured units.
 - ** Plan Estimate is 580 S.Y. allowing remainder for Contractor access & restoration considerations. Include top dressing & watering. To be complete prior to moving to next phase.
 - *** Town will stockpile suitable sand at trailer parking lot N.W. Corner of Silver Beach Rd. & U.S. 1. Silt Fence-2000 L.F. is assumed. Contractor to coordinate with Town Rep. on required locations. Tieback Retaining-2000 L.F. is assumed based on up to 5 L.F. of tieback rod will be exposed during excavation approx. 200 tieback rods.
 - Chemical Grout-73 joints assumed for bid purposes, actual number of joints to be field determined. Wall Drain-110 cores based on 73 joints assumed to receive chemical grout, assumes 1.5 times that number of joints for panel cores (73 x 1.5 = 110 cores).
 - Flowable Fill & Debris Remove & Dispose: 5 - 10 C.Y. Roll-off containers are assumed (10 C.Y./200 ft.). Wheel Stops to be removed and replaced at Contractor's discretion.

END OF SCHEDULE OF BID ITEMS

CLARIFICATIONS/EXCEPTIONS

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

N/A

TSE Disaster

LIST OF SUBCONTRACTORS

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

<u>NAME OF COMPANY</u>	<u>ADDRESS OF COMPANY</u>	<u>PHONE/CONTACT</u>
1) Stable Soils of Florida	5100 SE 11th AVE OCALA, FL 34480	Darryl Hampoy (352) 342-7511
2)		
3)		
4)		
5)		

TSI Disaster

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of TSI Disaster Recovery, LLC, 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.

[Handwritten Signature] 8/05/2014
Authorized Signature (Date)
Henry W Elmore, Owner
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: Bonita Bay Community Assoc
Address: 4020 Bayhead Drive
Naples, FL 34134

Point of Contact: Jerry McPherson
Phone Number: (239) 495-8111
Fax Number: JerryM@bbcahome.com

REFERENCE #2

Company/Agency Name: Gulf Harbour Master Assoc
Address: 14500 Vista River Drive
Ft. Myers, FL 33908

Point of Contact: Lonnie Eberhard
Phone Number: (239) 433-5111
Fax Number: lonnie@gulpharbour.com

REFERENCE #3

Company/Agency Name: Osceola County - Natural Resources
Address: 1 Courthouse Square
Kissimmee, FL 34741

Point of Contact: Bob Nurdick
Phone Number: 407-742-8650
Fax Number: 407-742-8651

**INCLUDE PROOF OF PROPER LICENSING
(APPLICABLE LICENSING TO PERFORM THE
REQUIRED SERVICES INCLUDING CHEMICAL GROUT
INJECTION)**

TSE Disaster Recovery, LLC
FL CGC 1520173

STABLE SOILS of FLORIDA
FL CBC 1259290

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12061901058

10/16/00

DATE	BATCH NUMBER	LICENSE NBR
10/16/00	1000000000	1000000000

GENERAL CONTRACTOR
 Licensee: [Name]
 License No. [Number]
 Expiration Date: [Date]



OFFICE OF THE SECRETARY
 1000 BANKERS BUILDING, SUITE 1000
 1000 BANKERS BUILDING, SUITE 1000
 JACKSONVILLE, FLORIDA 32202

KEN LAWSON
 SECRETARY

CONSTRUCTION INDUSTRY LICENSING BOARD

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
CBC1259290

The BUILDING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration Date: AUG 31, 2014

HAMPY, DARRYL
STABLE SOILS OF FLORIDA INC
5100 SE 11TH AVENUE
OCALA FL 34780

RICK SCOTT
GOVERNOR

ISSUED: 07/15/2013 SEQ.# L1301150000398
FURNISHED AS DESCRIBED BY I MAP

KEN LAWSON
SECRETARY



FAX 407-891-9005



Certificate of Completion

Hereby granted to:

Colt Hullander
Stable Soils Of Florida

HANDS-ON PARTNER EDUCATION

Two-day training inclusive of classroom and hands-on workshop for

Stopping Leaks, Stabilizing Soils, Lifting Slabs, Repairing Floors



David L. Barton, President

April 23 - 24, 2013



Michael Vargo, Technical Consultant



PRIME RESINS

Injecting Life into Infrastructure

A EASTON INDUSTRIES COMPANY

Prime Resins, Inc.
2291 Plumkett Road
Conyers, GA 30012
www.primeresins.com



ALCHEMYPOLYMERS
ADVANCED CONSTRUCTION TECHNOLOGIES

APPROVED CONTRACTOR

THE CERTIFICATION BODY OF ALCHEMY POLYMERS, LLC

VERIFIES THAT

Colt Hullander
StableSoils of Florida

has completed and met all the in-house and field requirements for

- POLYURETHANE INJECTION
- POLYURETHANE JOINT SEAL
- SOIL GROUTING
- SEAWALL RESTORATION
- UNDERWATER INJECTION

This certificate is valid until 12-31-2015.

Stephen C. Barton, President

FACTORY-TRAINED CONTRACTOR

Hereby granted to:

Garrett Lindsey

Stable Soils

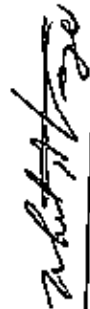
Two-day training inclusive of classroom and hands-on workshop for

Stopping Leaks, Stabilizing Soils, Lifting Slabs with Polyurethane

Granted on April 23, 2014 by



David L. Barton, President



Michael Vargo, Technical Consultant



PRIME RESINS
Injecting Life into Infrastructure

A MEMBER OF THE CONCRETE CONSTRUCTION

Prime Resins, Inc.
2291 Plunkett Road
Conyers, GA 30012
www.primeresins.com



ALCHEMYPOLYMERS
ADVANCED CONSTRUCTION TECHNOLOGIES

APPROVED CONTRACTOR

THE CERTIFICATION BODY OF ALCHEMY POLYMERS, LLC

VERIFIES THAT

Garrett Lindsey
StableSoils of Florida

has completed and met all the in-house and field requirements for

POLYURETHANE INJECTION
POLYURETHANE JOINT SEAL
SOIL GROUTING
SEAWALL RESTORATION

This certificate is valid until 12-31-2015.

Stephen C. Barton, President

Certificate of Completion

Hereby granted to:

David Tuck
Stable Soils of Florida

HANDS-ON PARTNER EDUCATION

Two-day training inclusive of classroom and hands-on workshop for

Stopping Leaks, Stabilizing Soils, Lifting Slabs with Polyurethane

Granted on March 21, 2012



Stephen C. Barton, President



Donnie Brown, Technical Consultant

Prime Resins, Inc.
2291 Plunkett Road
Conyers, GA 30012
www.primeresins.com



ALCHEMYPOLYMERS
ADVANCED CONSTRUCTION TECHNOLOGIES

APPROVED CONTRACTOR

THE CERTIFICATION BODY OF ALCHEMY POLYMERS, LLC

VERIFIES THAT

David Tuck
StableSoils of Florida

has completed and met all the in-house and field requirements for

- POLYURETHANE INJECTION
- POLYURETHANE JOINT SEAL
- SOIL GROUTING
- SEAWALL RESTORATION
- UNDERWATER INJECTION

This certificate is valid until 12-31-2015.

Stephen C. Barton, President

Certificate of Completion

Hereby granted to:

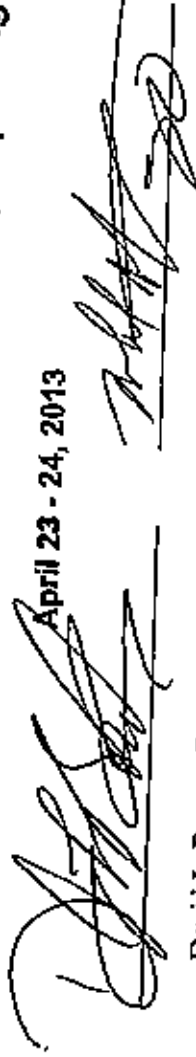
Danielle Tuck
Stable Soils Of Florida

HANDS-ON PARTNER EDUCATION

Two-day training inclusive of classroom and hands-on workshop for

Stopping Leaks, Stabilizing Soils, Lifting Slabs, Repairing Floors

April 23 - 24, 2013



David L. Barton, President

Michael Vargo, Technical Consultant



Prime Resins, Inc.
2291 Plunkett Road
Conyers, GA 30012
www.primeresins.com



ALCHEMYPOLYMERS
ADVANCED CONSTRUCTION TECHNOLOGIES

APPROVED CONTRACTOR

THE CERTIFICATION BODY OF ALCHEMY POLYMERS, LLC

VERIFIES THAT

Danielle Tuck
StableSoils of Florida

has completed and met all the in-house and field requirements for

- POLYURETHANE INJECTION
- POLYURETHANE JOINT SEAL
- SOIL GROUTING
- SEAWALL RESTORATION
- UNDERWATER INJECTION

This certificate is valid until 12-31-2015.

Stephen C. Barton, President

INCLUDE PROOF OF EXISTING INSURANCE

See attached Sample Certificate.

TSI Disaster



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/15/2014

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

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

PRODUCER Amsley Insurance Services Inc 1617 13th St St Cloud FL 34769-4306		CONTACT NAME: Lance Turck PHONE (A/C No. Ext): (407) 892-9645 E-MAIL ADDRESS: lt@amsleyinsurance.com FAX (A/C. No.): (407) 892-7807	
INSURED TSJ Disaster Recovery, LLC 4130 Cane Creek Rd St Cloud FL 34772-7702		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Colony Insurance Co	NAIC # 37150
		INSURER B: Integon National Insurance Co	01140
		INSURER C: American Alternative Insurance Co	19720
		INSURER D: Granite State Insurance Co	23809
		INSURER E: RLI Insurance Co	13056
		INSURER F: American Zurich Insurance Co	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL(SUBR) RISK (WORD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	103GL000294800	03/14/2014	03/14/2015	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000	
B	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTG ALL OWNED AUTOS		2001298439	05/29/2014	05/29/2015	BODILY INJURY (Per person) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$	
						PROPERTY DAMAGE (Per accident) \$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB					EACH OCCURRENCE \$ 2,000,000	
	<input type="checkbox"/> EXCESS LIAB		80A2FF0000254001	05/27/2014	03/14/2015	AGGREGATE \$	
	<input type="checkbox"/> DEQ <input type="checkbox"/> RETENTIONS	X	X			\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER USL&H Included	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WC1672405	07/01/2014	07/01/2015	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
E	Marine General Liability Protection and Indemnity	X	X	MRP0200038	07/01/2014	07/01/2015	Per Occ 1,000,000 Gen Agg 2,000,000 1,000,000

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

F Inland Marine/Equipment EC68045055 09/23/2013 09/23/2014 Scheduled Equip \$1,192,589 Rented/Leased Equip \$313,000

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

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

STATE OF FLORIDA
COUNTY OF PALM
BEACH
TOWN OF LAKE PARK

BEFORE ME, the undersigned authority, personally appeared Henry W Elmore who, after be
(1) He/she is the Member of T&E Disaster Recovery, hereinafter referred to as the "General Contractor"; who submitted a proposal to perform work for the following project:

Contract #: 103-2014 Project Seawall Remediation - Lake Park Harbor Marina
Name: Henry W Elmore He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(2) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

(3) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and

(4) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(5) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

Signature
Subscribed and sworn to (or affirmed) before me this 5th day of AUGUST 2014 by
Henry W Elmore, who is personally known to me or who has produced _____ as identification.



Notary Signature: Amy M Hartman
Notary Name: Amy M Hartman
Notary Public-State of Florida

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida
County of Palm Beach

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

- (1) He is M & M 12 of TSI Disaster Recovery, LLC, the Bidder that has submitted a Bid to perform work for the following project:

Contract #: 103-2014 Project Name: Seawall Remediation - Lake Park Harbor Marina

- (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]
Signature

Subscribed and sworn to (or affirmed) before me this 5th day of AUGUST 2014 by Henry W Edmore, who is personally known to me or who has produced _____ as identification.



Notary Signature: [Signature]

Notary Name: Amy M Hartman
Notary Public-State of Florida

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Henry W Elmore
_____, who, after being by me first duly sworn, deposes and says:

(1) I am HIGHER of TSI Disaster Recovery, the bidder that
has submitted a proposal to perform work for the following project:

Contract #: 103-2014 Project Name: Seawall Remediation - Lake Park Herbertlarua

(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]
Signature

Subscribed and sworn to (or affirmed) before me this 5th day of AUGUST 2014 by
Henry W Elmore, who is personally known to me or who has produced _____
_____ as identification.



Notary Signature: [Signature]
Notary Name: Amy M HARTMAN
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.

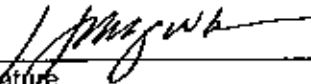
Project Name: Seawall Remediation - Lake Park Harbor Marina

Company Name and Address:

TSI Disaster Recovery, LLC

4130 Cause Creek Rd

Saint Cloud, FL 34772


Signature

Henry W Elmore, Owner
Name and Title

8/05/2014
Date

THE AMERICAN INSTITUTE OF ARCHITECTS

Executed in 2 Counterparts



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **TSI Disaster Recovery, LLC**
(Here insert full name and address or legal title of Contractor)
4130 Canoe Creek Road, St. Cloud, FL 34772

as Principal, hereinafter called the Principal, and **The Gray Insurance Company**
(Here insert full name and address or legal title of Surety)
PO Box 6202, Metairie, LA 70009-6202

a corporation duly organized under the laws of the State of LOUISIANA
as Surety, hereinafter called the Surety, are held and firmly bound unto **Town of Lake Park**
(Here insert full name and address or legal title of Owner)

535 Park Avenue, Lake Park, FL 33403
as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount Bid**

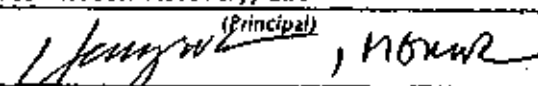
Dollars (\$ ---5%---),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)
103-2014, Seawall Remediation, Lake Park Harbor Marina,

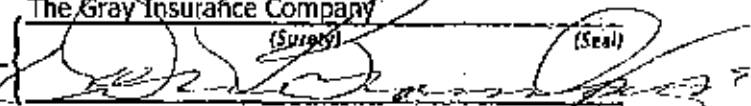
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful 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 **7th** day of **August** **2014**


(Witness)

TSI Disaster Recovery, LLC

(Principal) (Seal)
(Title)


(Witness)

The Gray Insurance Company

(Surety) (Seal)
(Title)
**Don Bramlage, Attorney-in-Fact
and Florida Licensed Resident Agent**

AUTHENTIC UNLESS IT HAS A TRUE WATERMARK, VISIBLE FIBERS AND A MICROFILM BORDER. THIS DOCUMENT IS NOT AUTHENTIC UNLESS IT HAS A TRUE WATERMARK. THIS DOCUMENT IS NOT AUTHENTIC UNLESS IT HAS A TRUE WATERMARK, VISIBLE FIBERS AND A MICROFILM BORDER. THIS DOCUMENT IS NOT AUTHENTIC UNLESS IT HAS A TRUE WATERMARK.

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

157029

GENERAL POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint Susan L. Reich, Jeffrey W. Reich, Don Bramlage, Kim E. Nly, J. Gregory MacKenzie, Leslie M. Donahue, Patricia L. Slaughter, and Teresa L. Durham of Daytona Beach, Florida jointly or severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of The Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this September 12, 2011.



By:

Michael T. Gray

Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this September 12, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of August 2014.



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

ATTACHMENT VI

OWNER:

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

PROJECT:

**SEAWALL REMEDIATION
LAKE PARK HARBOR MARINA
TOWN OF LAKE PARK**

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**

Town of Lake Park Bid No. 103-2014

Date of Bid Advertisement: July 6, 2014

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

**SEAWALL REMEDIATION
LAKE PARK HARBOR MARINA
TOWN OF LAKE PARK**

Contract Documents

Town of Lake Park Bid No. 103-2014

Date of Bid Advertisement: July 6, 2014

PROJECT DATA

Project Title: Seawall Remediation
Lake Park Harbor Marina

Project Number: Town Bid No. 103-2014

Project Location: 105 Lake Shore Drive
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

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

LIST OF DRAWINGS

**SEAWALL REMEDIATION
LAKE PARK HARBOR MARINA
TOWN OF LAKE PARK**

TOWN OF LAKE PARK
TOWN BID NO. 103-2014

SHEET NO.	TITLE
1	Title Sheet
2	Aerial/Void Detection Summary
3-4	Seawall Rehabilitation Plan & Details
5	Details
6	Chemical Grouting Details
7	Structural Sidewalk Slab Details
8	Pollution Prevention Plan
	Town Detail Sheet (8.5" x 14")

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:

**SEAWALL REHABILITATION
LAKE PARK HARBOR MARINA
TOWN OF LAKE PARK
Town Bid No. 103-2014**

The work shall generally consist of removing 11,820 s.f. of brick paver walkway and replace with concrete sidewalk. The walkway removal is required to identify underlying voids due to leaks in seawall joints. Where voids are found, inject chemical grout, install perforated pipe and drain field, backfill/compact and construct sidewalk.

Sealed bids will be received in triplicate by the Town Clerk until 2:00 p.m., on August 7, 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 after July 9th by calling the Town Clerk at (561) 881-3311, 8:30 a.m. -- 5:00 p.m., Monday–Friday, upon payment of a \$35.00 non-refundable fee, for each bid set.

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

Pre-Bid Conference

A Non-Mandatory Pre-Bid Conference is scheduled for 11:00 a.m., July 28, 2014, in the Town Hall Commission Chambers, Lake Park, Florida.

Bid Documents

Envelope containing bid must be sealed and be clearly marked, "Seawall Rehabilitation, Bid No. 103-2014, due 2:00 p.m., August 7, 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.

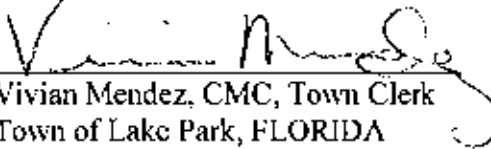
Bids will be opened and read aloud in the Town of Lake Park Commission Chambers at 2:00 p.m. on August 7, 2014. Award of contract will be made at a Town Commission meeting.

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, CMC, Town Clerk
Town of Lake Park, FLORIDA

Publish: Palm Beach Post
July 6, 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:

SEAWALL REHABILITATION

Bid No. 103-2014, Due 2:00 p.m. August 7, 2014

Attn: TOWN CLERK

PRE-BID CONFERENCE: A Non-Mandatory Pre-Bid Conference is scheduled for 11:00 a.m., July 28, 2014, in the Town Hall Commission Chambers, Lake Park, Florida.

This Space Intentionally Blank

PURPOSE OF BID

The sole purpose of this bid is to retain a general contractor to provide labor, equipment and materials to perform work associated with resolving soil leakage problems at the Lake Park Harbor Marina seawall per requirements of the project plans and specifications.

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 and selected alternates, 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.
- 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.

D. Bid Preferences

It is the desire of the Town of Lake Park to support the participation of local merchants or woman owned business in contracting and the procurement of goods and services; see Sec. 2-256 of the Town Code of Ordinances. The Town provides that an additional 5% of the total points available will be added to the final score [whatever that might be] for any proposer who meets one of the two preference qualifications. The maximum preference is 5%. The Town code provides for a proposal to claim one of the preferences. The proposer should mark their intention in the bid documents as to the applicable preference, either:

Local merchant _____ or minority or woman owned business _____,

and enclose documentation that supports your position, as follows:

To claim local merchant status enclose documentation that: (1) the business' primary place of business is within the Town of Lake Park, and (2) provide copies of the "Business Tax Receipt" for a minimum of the last year.

To claim minority or woman owned business status enclose a copy of the certification from the State of Florida Office of Supplier Diversity, see FS 288.703.

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.

Per Section 2-252 of the Town of Lake Park Code of Ordinances, a written notice that a bid protest will be filed must be submitted to the office of the town's finance director 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. It shall be the responsibility of the Bidder to ascertain bid award information from the Town Clerk. Protests must be addressed to the TOWN OF LAKE PARK Finance Director, in writing,

identifying the protester, the solicitation and basis for the protest. A formal written protest must then be filed at the office of the finance director no later than 5:00 p.m. Eastern Time within five business days after the date of filing the notice of bid protest. The formal written protest is considered filed when it is received by the finance director. 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 one hundred twenty (120) 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 (Include Waiver of Subrogation against the Town):

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. Pollution Prevention Liability with limits equal to at least \$1,000,000 per occurrence.

E. 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

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

G. 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).

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

I. 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
SEAWALL REHABILITATION
LAKE PARK HARBOR MARINA
TOWN OF LAKE PARK
TOWN BID NO. 103-2014

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. 103 -2014. All terms, conditions, plans and specifications of Bid No. 103-2014, 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, CMC, Town Clerk

(Town Seal)

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

By: _____
Thomas Baird, Town Attorney
_____ day of _____, 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

SEAWALL REHABILITATION LAKE PARK HARBOR MARINA TOWN OF LAKE PARK

Provide pedestrian safety and pollution prevention measures including dust control and clear access to pier, dock or boat access as identified in the plans.

Provide labor equipment and materials to remove existing outdoor carpet and plywood walkway and palletize approximately 11,820 s.f. of brick pavers. Town will remove loaded pallets. Contractor to dispose of carpet and plywood.

Identify voids under walkway adjacent to seawall with assistance of Town provided inspector, technician or engineer.

Excavate and inject chemical grout at seawall panel joint locations of identifiable or questionable voids.

Install drainage weep system at locations where chemical injection is installed.

Backfill/compact, place filter fabric.

Construct concrete sidewalk.

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. Questions may be further clarified in any Addenda issued. Bidders are encouraged to visit the project site so that local conditions are known and considered.

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

BID FORM: No. 103-2014
SEAWALL REHABILITATION
LAKE PARK HARBOR MARINA
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: One Hundred Twenty (120) 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	_____
- 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	_____
- Certification of Eligibility of General Contractor	_____
- 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#: _____

**LAKE PARK HARBOR MARINA SEAWALL REMEDIATION
TOWN OF LAKE PARK BID NO. 103-2014**

SCHEDULE OF OF BID ITEMS

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED COST</u>
1	Indemnification.	1	Job	\$100.00	\$100.00
2	Performance & Payment Bond.	1	Job	L.S.	\$_____
3	Mobilization, incl. registration with the Town and permit (fee waived).	1	Job	L.S.	\$_____
4	Pedestrian Safety; Incl. all signage, barriers equipment, labor and other incidentals to protect pedestrians from work zone. Coordinate with Marina Director.	1	Job	L.S.	\$_____
5	Remove and dispose of existing lumber, plywood, carpet and fasteners; Incl. all labor, equipment, tools and materials.	1,182	S.Y.	\$_____	\$_____
6	Silt Fence; Incl. any material, equipment, and incidentals to complete work for silt fence install maintain and remove.	2,000*	L.F.	\$_____	\$_____
7	Gangway (4' wide access over excavation from solid surface to seawall cap) See Town Detail Sheet a.) <u>Portable</u> , ADA compliant, OSHA compliant, at fishing pier, fuel dock, and two floating docks. Anticipate two per phase. b.) <u>Portable</u> , OSHA compliant at finger piers where boat cannot be relocated.	2 4	Ea. Ea.	\$_____ \$_____	\$_____ \$_____
8	Remove existing paver brick; Incl. removal of full width of pavers and stacking pavers neatly on Town provided pallets. Town will remove loaded pallets.	11,820	S.F.	\$_____	\$_____
9	Remove and dispose of 8" concrete header curb; Incl. labor, equipment, materials and tools and other incidentals required to complete the work. Separate disposal from bid item No. 11. SEE NOTE No. 1.	1,961	L.F.	\$_____	\$_____

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED COST</u>
10	Excavation of backfill; Incl. support and protection of existing utilities if encountered. See Bid Item 11.	1,789	L.F.	\$ _____	\$ _____
11	Removal and disposal of flowable fill and debris encountered during excavation. Measured per 10 C.Y. roll-off container.	5*	Ea.	\$ _____	\$ _____
12	Tieback recoating with coal tar epoxy; Incl. any labor, equipment, tools, materials, and other incidentals to complete the recoating of tiebacks exposed during excavation.	1,000*	L.F.	\$ _____	\$ _____
13	"Landside" chemical grouting; Incl. all labor, tools, equipment and materials and other incidentals necessary to complete the specified work (assumes 0.75 gal./vertical foot per joint, avg. 10 vertical feet per joint, 7.5 gallons per joint). SEE NOTE No. 2.	412.5*	Gallons	\$ _____	\$ _____
14	"Waterside" chemical grouting; Incl. all labor, equipment, materials and tools and other incidentals necessary to complete the specified work (Assumes 10 vertical feet per piling) SEE NOTE No.3	135*	Gallons	\$ _____	\$ _____
15	Wall drain concrete panel core 4"; Incl. all labor, materials, 4" weep hole assembly, tools and equipment and other incidentals necessary to complete the specified work.	110*	Ea	\$ _____	\$ _____
16	Backfill excavation (including 4' filter fabric at all joints) and recompact to 8" below seawall cap; Incl. all labor, equipment, materials and tools and other incidentals necessary to complete the work.	1,789	L.F.	\$ _____	\$ _____
17	Root Barrier Installation; Incl. all labor, equipment, materials, tools and other incidentals necessary to complete the work	125	L.F.	\$ _____	\$ _____
18	6" Stamped reinforced concrete structural walkway; Incl. all labor, materials, reinforced tools/ equip., and other incidentals necessary to complete the specified work. Concrete color to be integral "Terra Cotta" color with a "running bond" stamp design.	1,358	S.Y.	\$ _____	\$ _____

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED COST</u>
19	Sod; Incl. all labor, material, tools and equipment and other incidentals necessary to complete the work. Floratam Sod to be placed adjacent to new concrete walkway where adjacent to grass areas.	999	S.Y.	\$ _____	\$ _____
20	Dow Corning 890 Silicon joint sealant; Incl. all labor, materials, tools and equipment, backer rod and other incidentals necessary to complete the specified work. Also includes all labor, tools materials & equipment to fill existing penetration holes in seawall cap.	1,951	L.F.	\$ _____	\$ _____
21	Pavement Restoration; Incl. all labor, materials, tools, and equipment and other incidentals necessary to complete the removal and replacement of asphalt and base adjacent to the new sidewalk where walkway abuts asphalt parking.	608	L.F.	\$ _____	\$ _____

TOTAL BASE BID ITEMS 1 THRU 21

\$ _____

Written Amount \$ _____

ALTERNATE I - CREDIT from bid item No. 18, 6" Stamped Concrete with Integral Color: DELETE Stamped Concrete pattern, finish with broom finish ONLY (i.e., Integral Terra Cotta Color with Broom Finish).

1,358	S.Y.	\$ _____	\$(_____)
-------	------	----------	-------------

ALTERNATE II - CREDIT from bid item No. 18, 6" Stamped Concrete with Integral Color: DELETE both Stamped Concrete pattern and integral color (i.e. concrete to be broom finished w/no coloring)

1,358	S.Y.	\$ _____	\$(_____)
-------	------	----------	-------------

ALTERNATE III - CREDIT from bid item No. 18, 1.) DELETE Structural Steel from 5'-8" wide portion of 6" stamped reinforced structural walkway. PROVIDE 6 x 6 woven wire fabric with fabric underlayment per Town Detail Sheet (i.e. maintain stamped pattern and color).

782	S.Y.	\$ _____	\$(_____)
-----	------	----------	-------------

a.) <u>Delete</u> stamped pattern, provide broom finish	782	S.Y.	\$ _____	\$(_____)
b.) <u>Delete</u> integral color	782	S.Y.	\$ _____	\$(_____)

Schedule of Bid Items Cont.

SUBMITTED BY: _____ Title: _____

NAME OF FIRM: _____

NOTES TO SCHEDULE OF BID ITEMS:

1. Existing sidewalks, paver walkways and intersecting curbs shall be neatly sawcut and preserved to ensure clean joint with proposed concrete structural slab.
 2. The number of joints to be grouted is unknown and will be field determined based on voids visually observed (or probed) following removal of plywood, pavers, and completion of excavation. For bidding purposes it is assumed 73 joints will be grouted, of which 75% (55 joints @7.5 gallons per joint = 412.5 gallons) will be landside grouting and 25% will be waterside grouting.
 3. Each piling includes 2 joints/seams. All joints are to be attempted to be sealed utilizing the "Landside" technique. Waterside grouting will only be utilized if landside injection rods injection rods cannot be inserted to full depth. For bidding purposes it is assumed that 25% of 73 joints (18) joints will require waterside grouting at 7.5 gallons per joint for a total of 135 gallons.
- * Assumed Quantity: Contractor to be paid based on actual field measured units.
Silt Fence-2000 L.F. is assumed. Contractor to coordinate with Town Rep. on required locations.
Tieback Recoating-1000 L.F. is assumed based on up to 5 L.F. of tieback rod will be exposed during excavation approx. 200 tieback rods.
Chemical Grout-73 joints assumed for bid purposes, actual number of joints to be field determined.
Wall Drain-110 cores based on 73 joints assumed to receive chemical grout, assumes 1.5 times that number of joints for panel cores (73 x 1.5 = 110 cores).
Flowable Fill & Debris Remove & Dispose: 5 - 10 C.Y. Roll-off containers are assumed (10 C.Y./200 ft.).

END OF SCHEDULE OF BID ITEMS

CLARIFICATIONS/EXCEPTIONS

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

LIST OF SUBCONTRACTORS

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

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

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

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

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

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

Authorized Signature

(Date)

Name & title (typed)

LIST OF REFERENCES

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

REFERENCE #1

Company/Agency Name: _____

Address: _____

Point of Contact: _____

Phone Number: _____

Fax Number: _____

REFERENCE #2

Company/Agency Name: _____

Address: _____

Point of Contact: _____

Phone Number: _____

Fax Number: _____

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 INCLUDING CHEMICAL GROUT
INJECTION)**

INCLUDE PROOF OF EXISTING INSURANCE

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

STATE OF FLORIDA
COUNTY OF PALM
BEACH
TOWN OF LAKE PARK

BEFORE ME, the undersigned authority, personally appeared _____ who, after be

(1) He/she is the _____ of _____, hereinafter referred to as the "General Contractor"; who submitted a proposal to perform work for the following project:

Contract #. _____ Project

Name: _____ He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(2) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

(3) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action-, and

(4) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract-, and

(5) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 120 ____ by _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

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 and Title

Date



Public Works
Department

**ADDENDUM NO. 1
TOWN OF LAKE PARK
SEAWALL REMEDIATION
LAKE PARK HARBOR MARINA
BID NO. 103-2014**

SEAWALL REMEDIATION-LAKE PARK HARBOR MARINA

Each recipient of the Addendum No.1 to the bid who responds to the bid acknowledges all of the provisions set forth in the Invitation to Bid and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the bid documents for *SEAWALL REMEDIATION-LAKE PARK HARBOR MARINA, Town of Lake Park Bid No. 103-2014*

PLAN SHEETS 1-8: Add Town Detail Sheet (8-1/2" x 14")

Attached is "TOWN DETAIL SHEET" as referenced in bid item No. 7 "Gangways". The detail sheet shows two types of gangways to indicated expectations to maintain access.

Attached is "TOWN DETAIL SHEET" as referenced in bid item ALTERNATE III. The detail sheet provides details on woven wire fabric in the six inch concrete walkway in lieu of reinforcement steel.

PLAN SHEETS 1-8: Add "TOWN PLAN FOR WALKWAY CROSS SLOPE, SOD & IRRIGATION (11" X 17").

BOUND CONTRACT DOCUMENT:

Page 25, TECHNICAL SPECIFICATIONS

Attached is a revised page 25 "Technical Specifications" which provides requirements and expectations not indicated on plan sheets 1 thru 8.

Page 24, SCOPE OF WORK

Attached is revise page 24 adding wording for "harmonizing".

Schedule of Bid Items, page 27; Bid Item No. 4, replace the wording " Marina Director" with "Construction Inspector."

Schedule of Bid Items, page 27; Bid Item No. 6, add wording to include Turbidity Barrier and Pollution Prevention Plan.

Schedule of Bid Items, page 28; Bid Item No. 15, delete quantity of 110. Replace with quantity of 146.

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

www.lakeparkflorida.gov

Addendum No. 1 Cont.

Schedule of Bid Items pages 29 & 30 are replaced with revised pages.

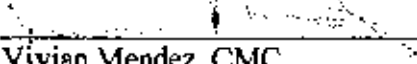
- Bid item No. 19 has added an ** to refer to Notes to Schedule of Bid Items which require top dressing, watering and completion of sod prior to progressing to next phase.
- Bid item No. 22 has been added to address Imported Fill that will be needed to replace removed debris or unsuitable material.
- Bid item No. 23 has been added to address misc. concrete and paver brick removal and replacement.
- Bid item No. 24 has been added to address consideration for irrigation system repair and adjustment of pop-up mist heads.

Attachments:

Town Detail Sheet
Town Plan for Walkway Cross Slope, Sod & Irrigation
Revised Scope of Work Page 24
Revised Technical Specification Page 25
Revised Schedule of Bid Items Page 29
Revised Schedule of Bid Items Page 30

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

Issued By: Town of Lake Park
Office of the Town Clerk
July 31, 2014

Signed By: 
Vivian Mendez, CMC
Town Clerk

Bidder:

Signed By: _____
Print Name: _____
Title: _____
Date: _____

End of Addendum #1

SCOPE OF WORK

SEAWALL REHABILITATION LAKE PARK HARBOR MARINA TOWN OF LAKE PARK

Provide pedestrian safety and pollution prevention measures including dust control and clear access to pier, dock or boat access as identified in the plans.

Provide labor equipment and materials to remove existing outdoor carpet and plywood walkway and palletize approximately 11,820 s.f. of brick pavers. Town will remove loaded pallets. Contractor to dispose of carpet and plywood.

Identify voids under walkway adjacent to seawall with assistance of Town provided inspector, technician or engineer.

Excavate and inject chemical grout at seawall panel joint locations of identifiable or questionable voids.

Install drainage weep system at locations where chemical injection is installed.

Backfill/compact, place filter fabric.

Construct concrete sidewalk.

Harmonize existing areas adjacent to back of new sidewalk. Adjust areas to meet new elevations.

TECHNICAL SPECIFICATIONS

- Attached to this document are separate plans/drawings available as a compliment to the Scope of Work for this project. Questions may be further clarified in any Addenda issued. Bidders are encouraged to visit the project site so that local conditions are known and considered.

WORKER SAFETY WHEN WORKING ON OR NEAR WATER: A U.S. Coast Guard approved PFD should be worn whenever employees are working on or near water where the danger of drowning exists. Employers should have life-rings readily available for workers who work on or near water. Employers should develop, implement and enforce a comprehensive written safety program for all workers that includes training in hazard recognition and the avoidance of unsafe conditions when working on or near water. Employers should develop, implement and enforce a comprehensive written safety program for all workers that includes training in hazard recognition and the avoidance of unsafe conditions when working on or near water. See OSHA 1926.106.

TIME EXTENSION FOR TROPICAL STORM: The contract allows for 120 calendar days from Notice to Proceed to Completion. Should the Town of Lake Park come under a Tropical Storm Warning during the execution of the contract, a time extension will be granted from the day of issuance of the warning thru the passing of the storm plus seven calendar days or until the contractor returns to the work site, whichever is less. Additional time will be considered in the event of a hurricane landfall between Miami and Vero Beach.

CHEMICAL GROUT APPROVAL OTHER THAN SPECIFIED: Plan sheet No. 6 of 8, Part 2.01C requires that "The use of a product other than specified will be considered providing the contractor requests its use in writing to the Engineer." As of the issuance of this Addendum No. 1 no such written request has been received. A bidder must base his bid on one of the two manufacture's product specified and if intending to request that an alternate product be considered, provide such written request with his bid submittal and include the support documentation and potential savings to the Town. Identify this request in the CLARIFICATIONS/EXCEPTIONS, page 31 of the bid submittal. Include manufacture's certification to apply product under Licensing, page 35.

POLLUTION PREVENTION: See sheet 8 of 8 regarding turbidity barrier and pollution prevention plan.

WALL DRAIN/CONCRETE PANEL CORE: Contractor is encouraged to submit detail/ mfg. cut sheet as alternative to 4" Steel Jet Filter Assembly Detail as shown on Sheet 8 of 8.

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED COST</u>
19	Sod; Incl. all labor, material, tools and equipment and other incidentals necessary to complete the work. Floratam Sod to be placed adjacent to new concrete walkway where adjacent to grass areas.	999**	S.Y.	\$ _____	\$ _____
20	Dow Corning 890 Silicon joint sealant; Incl. all labor, materials, tools and equipment, backer rod and other incidentals necessary to complete the specified work. Also includes all labor, tools materials & equipment to fill existing penetration holes in seawall cap.	1,951	L.F.	\$ _____	\$ _____
21	Pavement Restoration; Incl. all labor, materials, tools, and equipment and other incidentals necessary to complete the removal and replacement of asphalt and base adjacent to the new sidewalk where walkway abuts asphalt parking.	230	S.Y.	\$ _____	\$ _____
22	Import Fill for make-up of debris removal and unsuitable backfill material; Includes transport, placement, compaction & grading. Town to provide material.	30***	C.Y.	\$ _____	\$ _____
23	Misc. 4" Concrete Sidewalk or Paver Brick Removal & Replacement; Incl. all labor, materials, equip.	30*	S.Y.	\$ _____	\$ _____
24	Consideration for Irrigation System Repair, Adjustment of Mist Heads. See Addendum No. 1	1	L.S.	\$ _____	\$ _____
TOTAL BASE BID ITEMS 1 THRU 24				\$ _____	

Written Amount \$ _____

ALTERNATE I - CREDIT from bid item No. 18,
 6" Stamped Concrete with Integral Color: ~~DELETE~~
 Stamped Concrete pattern, finish with broom
 finish ONLY (i.e., Integral Terra Cotta Color with
 Broom Finish).

1,358 S.Y. \$ _____ \$(_____)

ALTERNATE II - CREDIT from bid item No. 18,
 6" Stamped Concrete with Integral Color: ~~DELETE~~
 both Stamped Concrete pattern and Integral color
 (i.e. concrete to be broom finished w/no coloring)

1,358 S.Y. \$ _____ \$(_____)

Schedule of Bid Items Cont.

ALTERNATE III - CREDIT from bid item No. 18,

1.) <u>DELETE</u> Structural Steel from 5'-8" wide portion of 6" stamped reinforced structural walkway.	782	S.Y.	\$ _____	\$(_____)
<u>PROVIDE</u> 6 x 6 woven wire fabric with fabric underlayment per Town Detail Sheet (i.e. maintain stamped pattern and color).				
a.) <u>Delete</u> stamped pattern, provide broom finish	782	S.Y.	\$ _____	\$(_____)
b.) <u>Delete</u> integral color	782	S.Y.	\$ _____	\$(_____)

SUBMITTED BY: _____ Title: _____

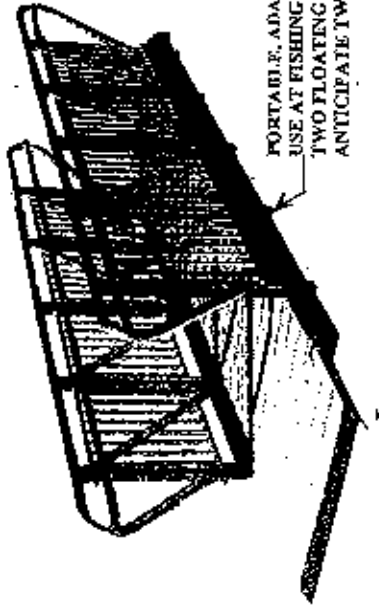
NAME OF FIRM: _____

NOTES TO SCHEDULE OF BID ITEMS:

1. Existing sidewalks, paver walkways and intersecting curbs shall be neatly sawcut and preserved to ensure clean joint with proposed concrete structural slab.
 2. The number of joints to be grouted is unknown and will be field determined based on voids visually observed (or probed) following removal of plywood, pavers, and completion of excavation. For bidding purposes it is assumed 73 joints will be grouted, of which 75% (55 joints @7.5 gallons per joint = 412.5 gallons) will be landside grouting and 25% will be waterside grouting.
 3. Each piling includes 2 joints/seams. All joints are to be attempted to be sealed utilizing the "Landside" technique. Waterside grouting will only be utilized if landside injection rods injection rods cannot be inserted to full depth. For bidding purposes it is assumed that 25% of 73 joints (18) joints will require waterside grouting at 7.5 gallons per joint for a total of 135 gallons.
- * Assumed Quantity: Contractor to be paid based on actual field measured units.
- ** Plan Estimate is 580 S.Y. allowing remainder for Contractor access & restoration considerations. Include top dressing & watering. To be complete prior to moving to next phase.
- *** Town will stockpile suitable sand at trailer parking lot N.W. Corner of Silver Beach Rd. & U.S. 1. Silt Fence-2000 L.F. is assumed. Contractor to coordinate with Town Rep. on required locations. Tieback Recoating-1000 L.F. is assumed based on up to 5 L.F. of tieback rod will be exposed during excavation approx. 200 tieback rods.
- Chemical Grout-73 joints assumed for bid purposes, actual number of joints to be field determined.
- Wall Drain-110 cores based on 73 joints assumed to receive chemical grout, assumes 1.5 times that number of joints for panel cores (73 x 1.5 = 110 cores).
- Flowable Fill & Debris Remove & Dispose: 5 - 10 C.Y. Roll-off containers are assumed (10 C.Y./200 ft.).
- Wheel Stops to be removed and replaced at Contractor's discretion.

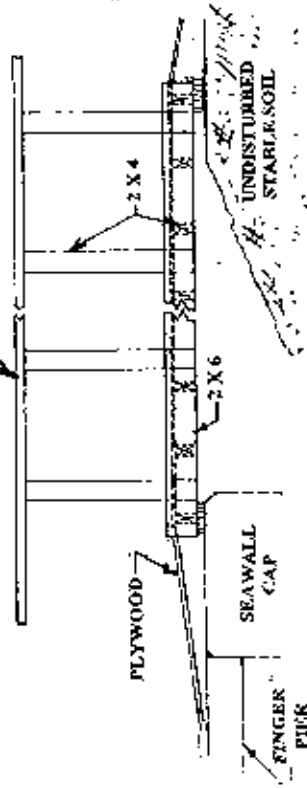
END OF SCHEDULE OF BID ITEMS

GANGWAYS



PORTABLE, ADA & OSHA COMPLIANT.
 USE AT FISHING PIER, FUEL DOCK AND
 TWO FLOATING DOCKS IN PHASE 2.
 ANTICIPATE TWO NEEDED PER PHASE.

PORTABLE, OSHA COMPLIANT.
 USE AT FINGER PIERS WHERE
 BOATS CAN NOT BE RELOCATED.
 ANTICIPATE THE NEED FOR FOUR
 IN ANY PHASE.



ALTERNATE III

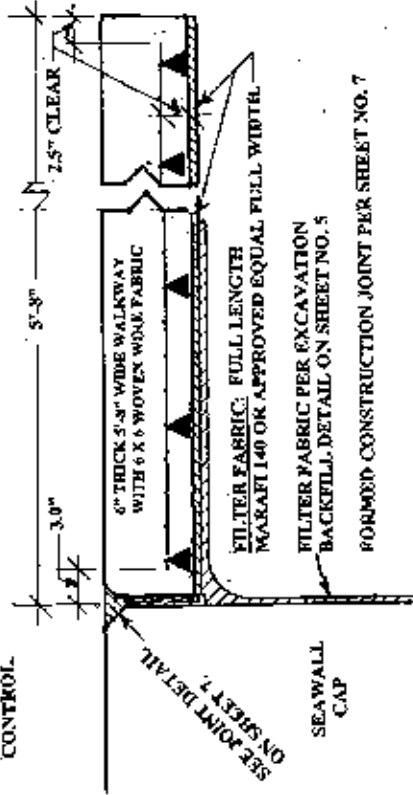
CREDIT FROM BID ITEM NO. 18

- 1.) DELETE STRUCTURAL STEEL FROM 5'-8" WIDE PORTION OF 6" STAMPED STRUCTURAL WALKWAY. PROVIDE 6 X 6 WOVEN WIRE FABRIC WITH FABRIC UNDERLAYMENT (I.E. MAINTAIN STAMPED PATTERN AND COLOR).

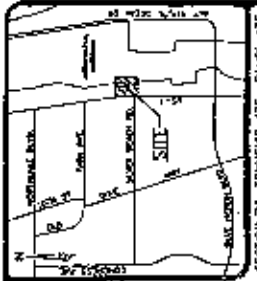
- 1 a.) DELETE STAMPED PATTERN. PROVIDE BROOM FINISH.
 700L JOINTS @ 5'-0"
- 1 b.) DELETE INTEGRAL COLOR.

6 X 6 WOVEN WIRE FABRIC:
 ACEROMEX ROLL 6X6-D1-AXD1.4 10G OR APPROVED EQUAL
 TENSILE STRENGTH: > 610 MPa
 YIELD STRENGTH: > 570 MPa
 ELONGATION: < 5%

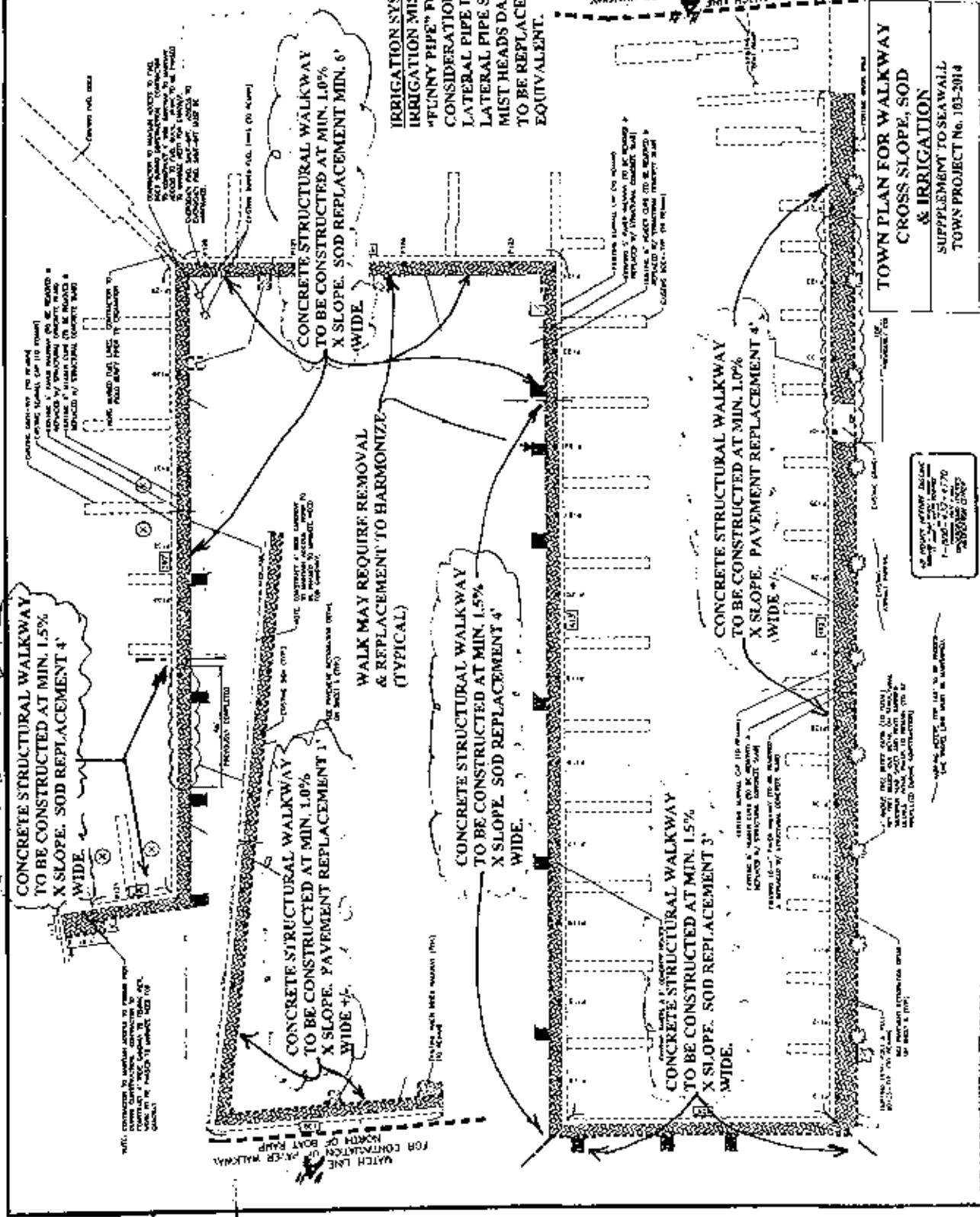
WIRE FABRIC SUPPORT:
 FCC AZTEC CASTLE CHAIR- 2.5" OR APPROVED
 EQUAL AS REQUIRED TO PROVIDE QUALITY
 CONTROL.



TOWN DETAIL SHEET
 GANGWAY & SIDEWALK
 WITH WOVEN WIRE FABRIC
 SUPPLEMENT TO SEAWALL
 TOWN PROJECT NO. 103-2014



SECTION 21, TOWNSHIP 42S, RANGE 43E
 LOCATION MAP
 1/8" = 100'



**TOWN PLAN FOR WALKWAY
 CROSS SLOPE, SOD
 & IRRIGATION**

SUPPLEMENT TO SEAWALL
 TOWNSHIP PROJECT No. 103-2014

FOR MORE INFORMATION CONTACT:
 TOWN OF LAKE PARK, FLORIDA
 1-800-423-4770
 WWW.LAKEPARKFLORIDA.COM

DATE: 08/14/14
 DRAWN BY: J. B. BROWN
 CHECKED BY: J. B. BROWN
 APPROVED BY: J. B. BROWN

DATE: 08/14/14
 DRAWN BY: J. B. BROWN
 CHECKED BY: J. B. BROWN
 APPROVED BY: J. B. BROWN

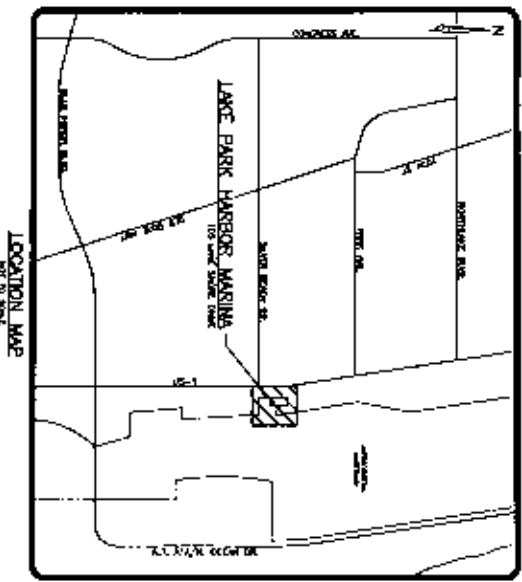
DATE: 08/14/14
 DRAWN BY: J. B. BROWN
 CHECKED BY: J. B. BROWN
 APPROVED BY: J. B. BROWN

LAKE PARK MARINA SEAWALL REMEDIATION TOWN OF LAKE PARK, FLORIDA

TOWN BID NO. 103-2014

TOWN COMMISSION

- | | |
|-------------------------|-----------------|
| JAMES DUBOIS | — MAYOR |
| KIMBERLY GLAS CASTRO | — VICE MAYOR |
| EDIN T. FLAHERTY | — COMMISSIONER |
| MICHAEL O'ROURKE | — COMMISSIONER |
| KATHLEEN RAPOZA | — COMMISSIONER |
| DALE S. SUGARMAN, PH.D. | — TOWN MANAGER |
| THOMAS J. BAIRD, ESQ. | — TOWN ATTORNEY |
| VIVIAN MENDEZ, CMC | — TOWN CLERK |



INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	AERIAL VIDEO DETECTION SUMMARY
3	SEAWALL REHABILITATION PLAN
4	SEAWALL REHABILITATION PLAN & DETAILS
5	DETAILS
6	CHEMICAL GROUTING DETAILS
7	STRUCTURAL SIDEWALK SLAB DETAILS
8	POLLUTION PREVENTION PLAN

 <p>SIMMONS & SWEET INCORPORATED 1000 W. WASHINGTON AVENUE TAMPA, FLORIDA 33606 TEL: 813-289-2200 WWW.SIMMONSANDSWEET.COM</p>	<p>LAKE PARK MARINA SECTION 21, TOWNSHIP 42S, RANGE 48E TOWN OF LAKE PARK, FLORIDA TITLE SHEET</p>
<p>DATE: 11/11/10</p>	<p>SCALE: 1" = 8'</p>

THIS DOCUMENT IS THE PROPERTY OF SIMMONS & SWEET, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON.

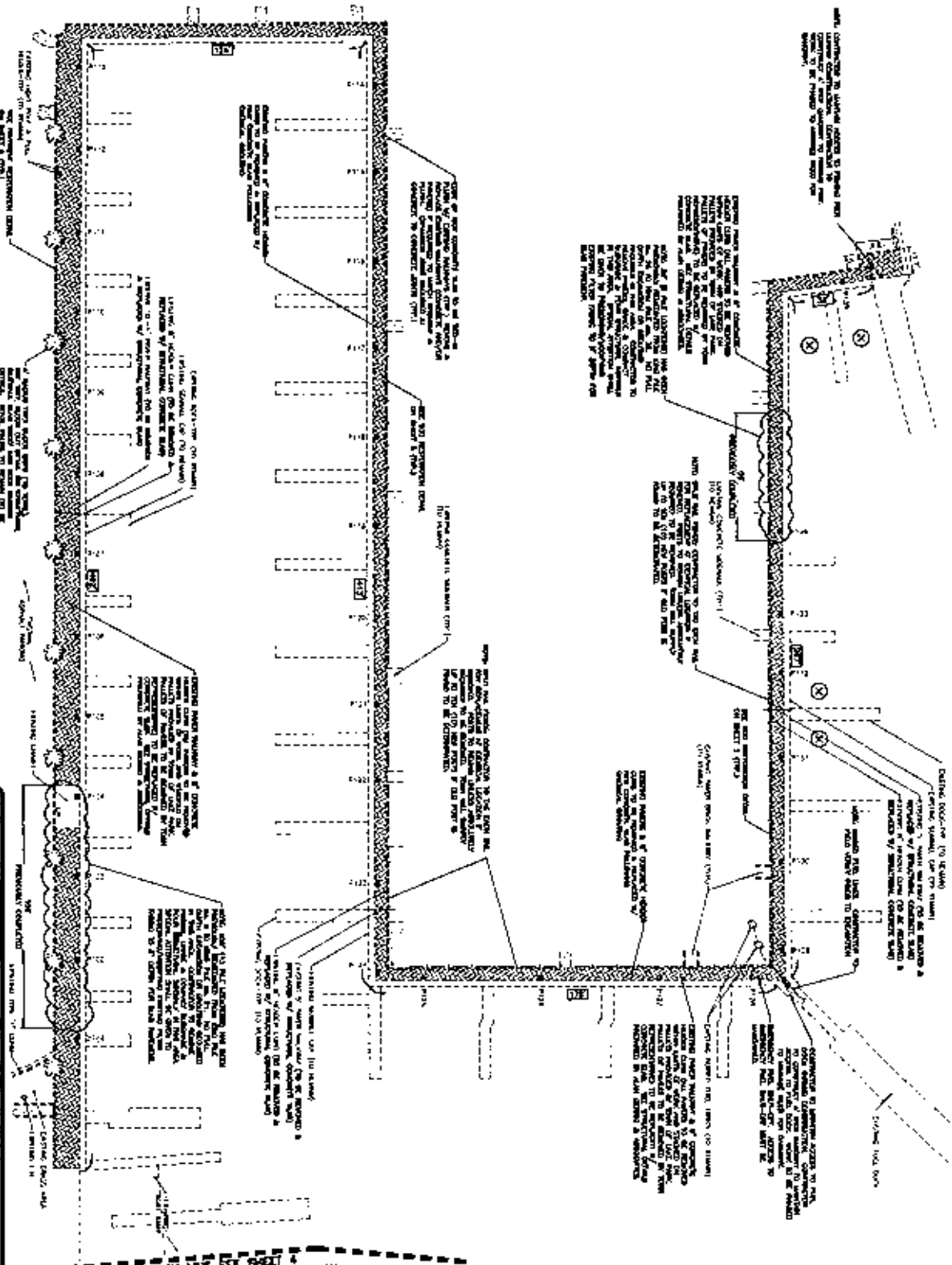
DATE: 11/15/70
 DRAWN BY: J. W. BROWN
 CHECKED BY: J. W. BROWN

AS BUILT RECORD
 1-7007-425-4770
 SECTION 21
 LAKE PARK MARINA

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMITS	11/15/70	JWB
2	ISSUED FOR CONSTRUCTION	11/15/70	JWB
3	ISSUED FOR RECORD	11/15/70	JWB

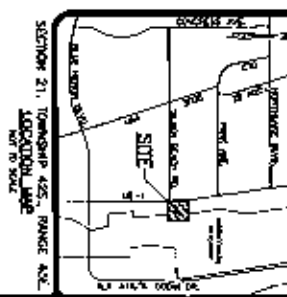
STANDARD CONTRACT
 LAKE PARK MARINA
 TOWN OF LAKE PARK, FLORIDA
 SEWAGE REHABILITATION PLAN

LAKE PARK MARINA
 SECTION 21, TOWNSHIP 42S, RANGE 42E
 TOWN OF LAKE PARK, FLORIDA
 SEWAGE REHABILITATION PLAN
 SHEET 3 OF 8



SEE SHEET 2 FOR CONTINUATION OF PAVED WALKWAY SOUTH OF BOAT RAMP

- LEGEND**
- NEW SEWER LINE
 - EXISTING SEWER LINE
 - MANHOLE
 - CATCH BASIN
 - SEWER VALVE
 - SEWER CLEANOUT
 - SEWER TEE
 - SEWER BRANCH
 - SEWER JUNCTION
 - SEWER END
 - SEWER START
 - SEWER CHANGE
 - SEWER REPAIR
 - SEWER REMOVAL
 - SEWER ADDITION
 - SEWER DELETION
 - SEWER MODIFICATION
 - SEWER RELOCATION
 - SEWER ENLARGEMENT
 - SEWER REDUCTION
 - SEWER REPLACEMENT
 - SEWER RECONSTRUCTION
 - SEWER REPAIR
 - SEWER REMOVAL
 - SEWER ADDITION
 - SEWER DELETION
 - SEWER MODIFICATION
 - SEWER RELOCATION
 - SEWER ENLARGEMENT
 - SEWER REDUCTION
 - SEWER REPLACEMENT
 - SEWER RECONSTRUCTION



ATTACHMENT VII

MASCHMEYER
CONCRETE COLORING OF FLORIDA, INC.

Ronald Williams
Sales Professional / CCSP

1142 Water Tower Rd. Lake Park, Florida 33403
Cell: 561-722-8337 • rmas@maschmeyer.com
Dispatch: 561-844-9994 • Fax: 561-844-7132

COLOR SELECTOR



GRACE
*Changing the color
of concrete*

COLOR GROUP: Premium

Hydrotint provides style and color for any budget. Contact your local concrete supplier today and specify your Hydrotint color by name.



SANGRIA



TILE RED



BRICK RED



SAN DIEGO BUFF



SUNSET ROSE



BAJA RED



TERRA COTTA



SPANISH GOLD



SOUTHERN BLUSH



SALMON



MESA BUFF



PALOMINO



FLAGSTONE BROWN



MESQUITE



TAUPE



SIERRA



ADOBE



KAHLUA



PEWTER



COBBLESTONE



GRAPHITE

GRACE
Changing the color
of concrete™

ished product appearance may vary.

TAB 8



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 3, 2014

Agenda Item No. 8

Agenda Title: A REQUEST FROM THE EVENT ORGANIZER OF THE CHILI COOK-OFF TO WAIVE FEES; EXTEND THE SIGNAGE PLACEMENT TIMEFRAME; AND FOR THE TOWN TO BE AN IN-KIND SPONSOR.

- Special presentation/reports, Board appointment, Public hearing, New business, Other, Consent agenda, Old business.

Approved by Town Manager [Signature] Date: 8/25/14

Nadia Di Tommaso / Community Development Director [Signature]

Table with 3 columns: Originating Department (Community Development), Costs (\$0), Attachments (Copy of Special Event Application), Advertiser info, and Notification status.

Summary Explanation/Background:

A special event permit application was submitted by the Kiwanis of Lake Park (a non-profit organization) on August 5, 2014 to the Community Development Department. The permit application is proposing a second Chili Cook-Off event to be held in Kelsey Park on Saturday, November 15, 2014 from 12:00pm – 9:00pm. Mr. Robert Trepp is listed as the individual responsible for the event on the application. Mr. Trepp and the Kiwanis are jointly requesting that the Town Commission consider approving the following special requests which cannot be granted administratively:

<u>REQUESTED CATEGORY</u>	<u>VALUE</u> <i>(monetary or other)</i>	<u>APPLICANT REQUEST</u>	<u>NOTES</u>
Parking Meters	\$114 per hour (over \$900 at full capacity for a full 8 hours).	WAIVE ALL FEES	<p><u>Operating Hours:</u> 7am - 8pm (event proposed from 12pm-9pm) <u>Meter Cost: \$1 per hour</u> <u>Total # of Meters: 114</u> Greenbriar Drive (30); Foresteria Drive (19); Lakeshore Lot (42); Tennis Court Lot (23)</p>
Sign Permit Application	\$100	WAIVE FEE	This would be lost revenue to the General Fund
Special Event Signage Installation Timeframe	14 consecutive days	EXTEND to 30 consecutive days	Town Code Section 70-103(3)(e) regulates the 14-day maximum placement timeframe
Sanitation	\$93.48	WAIVE FEE	<p>The Town's Public Works Department requires sanitation services for larger special events held on Town property. Various sanitation options are offered, some of which include Town personnel. The most affordable option is a 4 or 8-cubic yard dumpster without personnel. An 8-cubic yard dumpster is appropriate for an event similar to the proposed Chili Cook-Off. The fee for this dumpster is \$93.48 and would be lost revenue to the Sanitation Fund.</p>
Special Event Permit Application	\$25	WAIVE FEE	<p>Given that the special event permit application was required to be submitted prior to this agenda item moving forward to the Town Commission, the \$25 application fee has already been paid. If the fee is waived, it will be reimbursed.</p>

<p>Indoor Pavilion Facility Rental</p>	<p>\$540 rental fee; \$200 refundable deposit ⁽¹⁾</p>	<p>WAIVE RENTAL FEE <i>(Applicant is not requesting a waiver from the refundable deposit and intends on paying this fee)</i></p>	<p>The Pavilion is proposed to be used by the event organizers for coordination and setup purposes only on Saturday 11/15/14 from 9am-9pm at \$45 per hour, for a total rate of \$540. This total rate <u>already includes a discount of \$180</u> because the event is being organized by a non-profit entity (Kiwanis). <u>The total rate of \$540 also includes a staff fee of \$120 which the Town will incur even if the total fee is waived.</u> The facility will not be open to the public however, a staff member is required to open, monitor, clean and close the facility.</p>
<p>Kelsey Park Rental</p>	<p>\$400 rental fee; \$500 refundable deposit ⁽¹⁾</p>	<p>N/A</p>	<p>The facility rental fee of \$400 is automatically being waived because non-profit organizations of events of community interest are, according to the Town Code, <u>entitled to three FREE facility rentals per year.</u> This will be Kiwanis' third free rental with the Pirate's Fest in February having been the first and the first Chill Cook-Off in April having been the second. Applicant will still be required to pay the refundable deposit fee and is NOT requesting a waiver of the deposit.</p>
<p>In-Kind Sponsorship for Additional Marketing</p>	<p>Kelsey Park/Town exposure</p>	<p>Applicant is requesting that the Town become an in-kind sponsor through approving the above requests – this would then further allow the Applicant to advertise on the Town website; Channel 18 and in the E-News.</p>	<p>Please be aware that the Town is a public entity and has increased liability risks. From a risk management perspective, being an in-kind sponsor for an event that is <i>not</i> being organized by the Town would increase the Town's liability risk.</p>
<p>Fourth FREE Facility Rental for a Non-Profit Event of Community Interest</p>	<p>Depends on the facility selected for the fourth event</p>	<p>Providing the Kiwanis with a fourth facility rental waiver</p>	<p>Currently, the facility rental guidelines grants a non-profit organization which is organizing an event of community interest, with</p>

<p>three facility rentals, free of charge, per calendar year. The individual responsible for the Chili Cook-Off is Mr. Robert Trepp and he is working with the Kiwanis, the event organizer on the special event application. Mr. Trepp is also requesting that the Town Commission consider possibly allocating a FOURTH community event to the Kiwanis, FREE of any facility rental fees (refundable deposits excluded) in the future.</p>
--

TOTAL:

Fiscal Impact – \$2,058.48⁽²⁾

Other – An additional 16 days for signage placement and additional marketing through in-kind sponsorship

- (1) Applicant is NOT requesting a waiver from the refundable deposit fees and intends on paying them
- (2) This amount assumes parking meters are at full capacity and this amount does not include the refundable deposit requirements which the Applicant agrees to pay. If the Town Commission approves a fourth facility rental waiver for the Kiwanis, there will be an added fiscal impact associated with this request which will depend on the selected facility.



* signage permit / copy of Myer (!)
 * insurance certificate
 * alcohol permit

DATE RECEIVED:
 AUG - 5 2014 12:25 PM
 Development

**TOWN OF LAKE PARK
 SPECIAL EVENT PERMIT APPLICATION**
 Please read instructions before filling out application.

Please submit application fourteen (14) calendar days prior to proposed event to:

DEPARTMENT OF COMMUNITY DEVELOPMENT
 535 PARK AVENUE
 LAKE PARK, FL 33403
 Telephone: 561-881-3318 Fax: 561-881-3323

Instructions:

Please print legibly using dark ink.

COPY

Application must be filled out completely. \$75.00 Application fee must accompany application. Non-profit or individual application fee: \$25.00 Please note the permit requirements necessary to be attached to application.

Non-Profit Tax Status Identification Number: 26-0162372
 (if applicable)

Name of Event or Name of Event Organizer:
Lake Park Chili Cook-off

Address/Location of Event:
601 Federal Hwy Lake Park, FL 33403
 (Kelsey Park)

Detailed description of use (use additional sheet if applicable)
Chili Cooks, Vendors, Exhibitors, Music, Chalk
Art on Sidewalks inside park.

If the event requires a facility rental, please contact 561-881-3338.

Dates/Times of the event:

	Date	Day	Begin Time	End Time
Event Day 1	11/15/14	Sat	12:00 () AM (X) PM	9:00 () AM (X) PM
Event Day 2			() AM () PM	() AM () PM
Event Day 3			() AM () PM	() AM () PM

Organization(s) Producing Special Event (if applicable):

Name: Kiwanis of Lake Park Name: Roger Michaud

Address: 355 E. Ilex Dr. Address: _____

State/Zip: L.P. FL 33403 State/Zip: _____

Phone: 561-512-3914 Phone: _____

Alternate Phone # 561-355-6030 Alternate Phone # _____

Fax: _____ Fax: _____

E-mail: rmichaud@pbccgw.org E-mail: _____

Individual(s) Responsible:

Name: Robert Trepp Name _____

Address: 15427 80th Ln N Address: _____

State/Zip: Fl 33470 State/Zip: _____

Phone: (H) 561-420-9509 or (H) 772-201-2593

Alternate Phone # _____ Alternate Phone # (Denise Smith) # 753-6798 (Denise) 561-452-4865 cell

Fax: _____ Fax: _____

E-mail: denisevents@aol.com E-mail: _____

Purpose of the event

fundraiser

Estimated number of participants? 400

Has this event ever occurred in the Town of Lake Park? Yes No _____

Has this site had a Special Event Permit this calendar year? Yes No _____

****THE FOLLOWING SECTIONS MAY NOT APPLY TO
NON-COMMERCIAL EVENTS****

Will your event require road closure?

Yes No

If YES, describe the requested street segment, closure and time and provide a traffic circulation plan including a detour, signage plan, and/or responsible for notifying affected businesses/entities, including Palm Beach regarding affected routes.

(Initial to acknowledge statement)

Lake shore Dr. North of parking lot to south of Greenbriar Dr.
Barricades and detour signs directing traffic to Fed. Hwy

Will the event require the use of electricity?

Yes No

Will the event require water hook-up?

Yes No

Describe restroom availability: we will bring portables

Will food and/or beverages be served?

Yes No

Will the event have vendors or concession sales, including food?

Yes No

If YES, the event organizer is responsible for securing all respective PBC and State of Florida Health Certificates for food vendors, as well as copies of all other commercial vendor licenses.

The event organizer holds full responsibility and liability for vendors.

(Initial to acknowledge statement)

Will Palm Beach County Sheriff's Office services be required?

Yes No

Will Palm Beach County Fire-Rescue services be required?

Yes No

Will alcoholic beverages be served?

Yes No

If YES, additional liquor legal liability with a \$1million limit is required.

Commercial for-profit and non-profit special events will require a Certificate of General Liability with the following limits:

\$1 million per occurrence;

\$2 million aggregate;

\$100,000 damage to rented premises.

Are you proposing signage?

Yes No

If YES, please fill out the signage permit application attached. An additional \$100 fee is required for signage.

Will the event have an official "Flyer" and/or promotional materials? Yes No

If yes, the Town Logo and/or reference is not permitted unless pre-approved by providing a copy of the Flyer.

RT
(Initial to acknowledge statement)

Please provide a sketch of the special event site including: Proposed location of parking, tent(s), concession stand(s), booth(s), stage(s), etc. OR provide an attachment:

~~Request the Town waive the following fees:~~
Request the Town waive the following fees:
Parking (both Lakeshore lots & all street meters)
Park
Signage
Garbage
Special Event fee
Indoor Pavilion fee. } (Friday + Saturday)
~~Signage for 30 days~~

Attached

Request signage extension for 30 days
Request ~~the~~ Lake Park to be an in-kind sponsor ~~through~~ through the above actions.

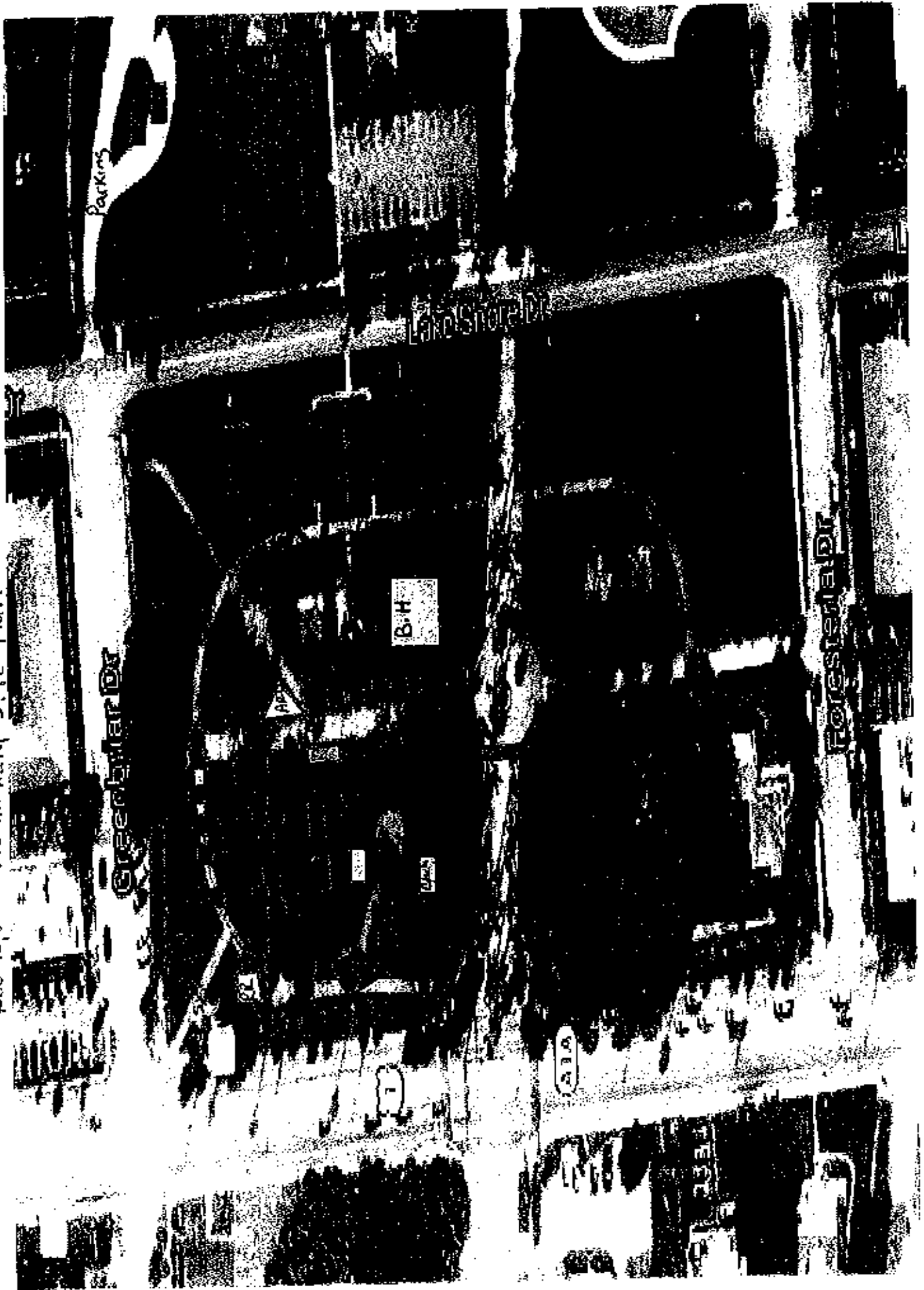
NOTE: Public parking spaces are first-come, first-serve.

IF TENTS ARE BEING UTILIZED:

For any tent which is larger than 10 ft. x 10 ft. and pop-up style, a Certificate of Flame Resistance will be required to be attached to this Special Event Permit application.

(FOR OFFICE USE ONLY)

1000 15 9014 Preliminary Site Plan



**DEPARTMENT OF COMMUNITY DEVELOPMENT
RECEIPTS TRANSMITTAL FORM**

DATE: 08-05-14

RECEIVED FROM: Chili Cook-Off

COMMUNITY 08/05/14 12:28 PM LCARISEO

CHILI AUG 5 2014

Development
FROM CHILI COOK-OFF AMOUNT 25.00

PAYMENT RECEIVED AMOUNT 25.00

GL CR
ACCT #

TOTAL AMOUNT

1. PERMITS		
(a) BUILDING PERMIT OR REVISION W/MINIMUM SURCHARGE	001-322.100	_____
(b) BUILDING PERMIT OR REVISION - OTHER	001-322.110	_____
(c) SURCHARGES (3% of permit fee, minimum amount \$4.00)	001-208.300	_____
(d) ADMINISTRATIVE FEE FOR BUILDING PERMITS	001-322.111	_____
(e) AFTER HOURS INSPECTION/REQUEST FOR B.O. SERVICES	001-329.105	_____
(f) RE-INSPECTION OR RE-INSTATEMENT FEES / CHANGE OF CONTRACTOR	001-329.110	_____
(g) SIGNAGE PERMIT	001-329.200	_____
2. CONTRACTOR'S REGISTRATION	001-318.110	_____
3. PAPER COPIES (____) & BLUEPRINT COPIES (____)	001-341.800	_____
4. ADMINISTRATIVE COSTS FOR PUBLIC RECORDS REQUEST	001-341.905	_____
5. GARAGE SALE PERMIT	001-389.100	_____
6. SPECIAL EVENT PERMIT	001-322.500	<u>25.00</u>
7. CODE COMPLIANCE		
(a) ADMINISTRATIVE COSTS	001-354.110	_____
(b) FINES	001-354.100	_____
(c) PARKING VIOLATIONS	001-354.130	_____
(d) INTEREST	001-361.130	_____
(e) BANK REGISTRATION FEE	001-342.520	_____
8. REVIEW FEE SCHEDULE		
(a) Reso. 38-10-11 # _____	001-342.510	_____
(b) DEPOSIT - PLAN REVIEW ESCROW	001-220.100	_____
(c) PROJECT NAME: _____		
9. BUSINESS TAX RECEIPTS		
(a) ZONING CONFIRMATION & DETERMINATION / APPL FEE (OCAFE)	001-318.120	_____
(b) BUSINESS TAX RECEIPT FEES (OCCLI)	001-316.100	_____
(c) TRANSFER FEE (OCCTF)	001-316.100	_____
(d) OUTSIDE CONTRACTOR & EXTRA DECAL (OCCLI)	001-316.130	_____
	TOTAL \$	<u>25.00</u>

COMMENTS:

TAB 9



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 3, 2014, 2014

Agenda Item No. 9

Agenda Title: Commission Discussion on the Subject of Holding a Volunteer Recognition Event.

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

Approved by Town Manager *DSS* **Date:** 8/21/14

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

Originating Department: Commissioner Flaherty	Costs: None Funding Source: Acct. <input type="checkbox"/> Finance _____	Attachments: None
Advertised: 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>DSS</u> Please initial one

Summary Explanation/Background:

At the August 20th Commission Workshop meeting, Commissioner Flaherty asked the Commission to support placing funds in the 2014-2015 annual operating budget to sponsor a volunteer recognition event. The Commission decided to place \$5,000.00 in the budget. The purpose of this agenda item is to discuss the type of volunteer recognition event to be held, who would be invited, and when and where it might be held.

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